

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

R0,80 Prys • Price
R0,08 Plus 10% BTW • VAT
R0,88 Verkoopprys • Selling price
Buitelands **R1,10** Other countries
Posvry • Post free

**Regulasiekoerant
Regulation Gazette**

No. 4843

Vol. 321

PRETORIA, 27 MAART
MARCH 1992

No. 13876

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN FINANSIES

No. R. 887 27 Maart 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/466)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,
Adjunkminister van Finansies.

GOVERNMENT NOTICES

DEPARTMENT OF FINANCE

No. R. 887 27 March 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/466)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

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

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
15.12	"1512.11	9	Deur subpos No. 1512.11 deur die volgende te vervang: Ru-olie	kg	59c/kg"	

Opmerking.—Die uitwerking van hierdie wysiging is dat die skaal van reg op ru sonneblomsaad- of saffloerolie van 65c/kg na 59c/kg verlaag word.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
15.12	"1512.11	9	By the substitution for subheading No. 1512.11 of the following: Crude oil	kg	59c/kg"	

Note.—The effect of this amendment is that the rate of duty on crude sunflower-seed or safflower oil is reduced from 65c/kg to 59c/kg.

No. R. 888

27 Maart 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/467)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,
Adjunkminister van Finansies.

209—A

No. R. 888

27 March 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/467)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

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

13876—1

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
16.01			Deur subpos No. 1601.00.90 deur die volgende te vervang:			
	“.90	9	Ander	kg	50% of 500 c/kg	
16.02			Deur subpos No. 1602.50.90 deur die volgende te vervang:			
	“.90	5	Ander	kg	50% of 500 c/kg	

Opmerkings. — 1. Die skaal van reg op vleis van subposte Nos. 1601.00.90 en 1602.50.90 word van 50% tot 50% of 500 c/kg gewysig.
 2. Vleis van subposte Nos. 1601.00.90 en 1602.50.90 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 skaal van reg as gevolg van 'n aansoek om tariefbeskerming is wat nie vooraf vir algemene inligting in die *Staatskoerant* gepubliseer is nie.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
16.01			By the substitution for subheading No. 1601.00.90 of the following:			
	“.90	9	Other	kg	50% or 500 c/kg	
16.02			By the substitution for subheading No. 1602.50.90 of the following:			
	“.90	5	Other	kg	50% or 500 c/kg	

Notes. — 1. The rate of duty on meat of subheadings Nos. 1601.00.90 and 1602.50.90 is amended from 50% to 50% or 500 c/kg.
 2. Meat of subheadings Nos. 1601.00.90 and 1602.50.90 which complies 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 rate of duty is as a result of an application for tariff protection not previously published in the *Government Gazette* for general information.

No. R. 889

27 Maart 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/468)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 889

27 March 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/468)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
40.11			Deur subpos No. 4011.91.50 deur die volgende te vervang:			
	“.50	3	Met 'n massa van minstens 140 kg maar minder as 1 200 kg	kg	10% of 830c/kg min 90%	

Opmerking. — Die skaal van reg op nuwe lugbande, van rubber, met 'n "visgraat" — of dergelike loopvlak, met 'n massa van minstens 140 kg maar minder as 1 200 kg, word van vry na 10% of 830c/kg min 90% verhoog.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
40.11			By the substitution for subheading No. 4011.91.50 of the following:			
	“.50	3	Of a mass of 140 kg or more but less than 1 200 kg	kg	10% or 830 c/kg less 90%	

Note. — The rate of duty on new pneumatic tyres, of rubber, with a "herring-bone" or similar thread, of a mass of 140 kg or more but less than 1 200 kg, is increased from free to 10% or 830c/kg less 90%.

No. R. 890

27 Maart 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/469)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 890

27 March 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/469)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
53.10	30	6	Deur na subpos No. 5310.10.10 die volgende in te voeg: Ander, met 'n wydte van minstens 2,5 m	m ²	vry	

Opmerking. — Afsonderlike voorsiening word gemaak vir ongebleikte weefstowwe van jute met 'n wydte van minstens 2,5 m teen 'n skaal van reg van vry.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
53.10	30	6	By the insertion after subheading No. 5310.10.10 of the following: Other, of a width of 2,5 m or more	m ²	free	

Note. — Specific provision is made for unbleached woven fabrics of jute of a width of 2,5 m or more at a rate of duty of free.

No. R. 891

27 Maart 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 3 (No. 3/171)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964 word Bylae No. 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 891

27 March 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 3 (No. 3/171)

Under section 75 of the Customs and Excise Act, 1964 Schedule No. 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

Korting- item	II				III Mate van Korting	Annota- sies
	Tarif- pos	Korting- kode	T. S.	Beskrywing		
303.00 en 303.01 "303.00				Deur kortingitems 303.00 en 303.01 deur die volgende te vervang:		
303.01				Dierlike of plantaardige vette en olies en splitsprodukte daarvan; voorbereide spysvette; dierlike of plantaardige wasse <i>Nywerheid: Dierlike of plantaardige vette en olies en splitsprodukte daarvan, en voorbereide spysvette, en dierlike of plantaardige wasse</i>		
	1507.10	01.06	68	Sojaboonolie en fraksies daarvan, ru, hetsy ontgom al dan nie, vir die vervaardiging van drogingsolie	Volle reg	
	15.11	01.04	46	Palmolie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, by bepaalde permit toelaat, vir die vervaardiging van spysvette en -olies	Volle reg	
	1511.90	01.06	62	Palmstearien, nie chemies gemodifiseer nie, vir die vervaardiging van spysvette	Volle reg	
		02.06	67	Palmstearien, vir die vervaardiging van steariensuur	Volle reg	

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
	1513.2	01.05	59	Palmpitolie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie, in die hoeveelhede en op die tye wat die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat, vir die vervaardiging van spysvette en -olies	Volle reg	
	15.14	01.04	45	Raapolie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie, vir die vervaardiging van industriële monokarboksielvetsure	Volle reg	
	1515.1	01.05	54	Lynolie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie, vir die vervaardiging van drogingsolie	Volle reg	
		02.05	59	Lynolie en fraksies daarvan, hetsy geraffineer al dan nie, maar nie chemies gemodifiseer nie, vir die vervaardiging van industriële monokarboksielvetsure	Volle reg	
	1519.20	01.06	62	Suurolies deur raffinering verkry, vir die vervaardiging van industriële monokarboksielvetsure	Volle reg	
	27.10	01.04	47	Petroleumolies en olies verkry van bitumineuse minerale (uitgesonderd ru-olie); preparate nie elders vermeld of ingesluit nie, wat, volgens massa, minstens 70 persent petroleumolies bevat, of van die olies verkry van bitumineuse minerale, dié olies synde die basiese bestanddele van die preparate	Volle reg"	

Opmerkings. — 1. By die herskryf van kortingitem 303.01 word sekere kortingvoorsienings wat in onbruik geraak het, geskrap en word die bewoording van die oorblywende voorsienings in lyn met die bewoording van die toepaslike voorsienings in Bylae No. 1 gebring.

2. Voorsiening word gemaak vir 'n volle korting op reg op palmstearien, vir die vervaardiging van steariensuur.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
303.00 and 303.01 "303.00"				By the substitution for rebate items 303.00 and 303.01 of the following: Animal or vegetable fats and oils and their cleavage products; prepared edible fats; animal or vegetable waxes <i>Industry: Animal or vegetable fats and oils and their cleavage products, and prepared edible fats, and animal or vegetable waxes</i>		
303.01	1507.10	01.06	68	Soya-bean oil and its fractions, crude, whether or not degummed, for the manufacture of drying oil	Full duty	
	15.11	01.04	46	Palm oil and its fractions, whether or not refined, but not chemically modified, in such quantities and at such times as the Director-General: Trade and Industry may allow by specific permit, for the manufacture of edible fats and oils	Full duty	
	1511.90	01.06	62	Palm stearine, not chemically modified, for the manufacture of edible fats	Full duty	
		02.06	67	Palm stearine, not chemically modified, for the manufacture of stearic acid	Full duty	
	1513.2	01.05	59	Palm kernel oil and its fractions, whether or not refined, but not chemically modified, in such quantities and at such times as the Director-General: Trade and Industry, on the recommendation of the Board of Trade and Industry, may allow by specific permit, for the manufacture of edible fats and oils	Full duty	
	15.14	01.04	45	Rape oil and its fractions, whether or not refined, but not chemically modified, for the manufacture of industrial monocarboxylic fatty acids	Full duty	
	1515.1	01.05	54	Linseed oil and its fractions, whether or not refined, but not chemically modified, for the manufacture of drying oil	Full duty	
		02.05	59	Linseed oil and its fractions, whether or not refined, but not chemically modified, for the manufacture of industrial monocarboxylic fatty acids	Full duty	

I Rebate Item	II				III Extent of Rebate	Annotations
	Tariff Heading	Rebate Code	C. D.	Description		
	1519.20	01.06	62	Acid oils obtained from refining, for the manufacture of industrial monocarboxylic fatty acids	Full duty	
	27.10	01.04	47	Petroleum oils and oils obtained from bituminous minerals (excluding crude oil); preparations not elsewhere specified or included, containing by mass 70 per cent or more of petroleum oils or of oils obtained from bituminous minerals, these oils being the basic constituents of the preparations	Full duty"	

Note. — 1. In restating rebate item 303.01 certain rebate provisions which have fallen into disuse are deleted and the wording of the remaining provisions have been aligned with the wording of the relevant provisions in Schedule No. 1.

2. Provision is made for a full rebate of duty on palm stearine, for the manufacture of stearic acid.

DEPARTEMENT VAN JUSTISIE

No. R. 957

27 Maart 1992

VERBETERINGSKENNISGEWING

WYSIGINGSWETOPAANGELEENTHEDERAKENDE KORREKTIEWE DIENSTE EN TOESIG, 1991 (WET No. 122 VAN 1991)

Proklamasie No. R. 20 gepubliseer in *Staatskoerant* No. 13881 van 20 Maart 1992 word hierby gewysig deur die uitdrukking "A. J. VLOK" aan die einde van die proklamasie deur die uitdrukking "H. J. COETSEE" te vervang.

DEPARTMENT OF JUSTICE

No. R. 957

27 March 1992

CORRECTION NOTICE

CORRECTIONAL SERVICES AND SUPERVISION MATTERS AMENDMENT ACT, 1991 (ACT No. 122 OF 1991)

Proclamation No. R. 20 published in *Government Gazette* No. 13881 of 20 March 1992 is hereby amended by the substitution of the expression "H. J. COETSEE" for the expression "A. J. VLOK" at the end of the proclamation.

DEPARTEMENT VAN LANDBOU

No. R. 946

27 Maart 1992

WET OP LANDBOUPRODUKSTANDAARDE, 1990 (WET No. 119 VAN 1990)

REGULASIES BETREFFENDE BEHEER OOR DIE VERKOOP VAN PLUIMVEEVLEIS

Die Minister van Landbou het kragtens artikel 15 van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990) —

- die regulasies in die Bylae uitgevaardig;
- bepaal dat genoemde regulasies op 1 Junie 1992 in werking tree; en
- saamgelees met artikel 3 (2) van genoemde Wet, die regulasies gepubliseer by Proklamasie No. R. 200 van 1969, Goewermentskennisgewings Nos. R. 2077 en R. 2078 van 25 Julie 1969, R. 310 van 27 Februarie 1970, R. 1387 van 11 Augustus 1972, R. 1521 van 24 Augustus 1973, R. 894 van 9 Mei 1975 en R. 1003 van 13 Mei 1983 met ingang van die genoemde datum van inwerkingtreding herroep.

BYLAE

Woordomskrywings

1. In hierdie regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis, en beteken —

"afval" die skoongemaakte maalmaag, lewer (sonder galblaas), hart en nek;

DEPARTMENT OF AGRICULTURE

No. R. 946

27 March 1992

AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)

REGULATIONS REGARDING CONTROL OVER THE SALE OF POULTRY MEAT

The Minister of Agriculture has, under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) —

- made the regulations in the Schedule;
- determined that the said regulations shall come into operation on 1 June 1992; and
- read together with section 3 (2) of the said Act, repealed the regulations published by Proclamation No. R. 200 of 1969, Government Notices Nos. R. 2077 and R. 2078 of 25 July 1969, R. 310 of 27 February 1970, R. 1387 of 11 August 1972, R. 1521 of 24 August 1973, R. 894 of 9 May 1975 and R. 1003 of 13 May 1983 with effect from the said date of commencement.

SCHEDULE

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the Act shall have that meaning, and —

"absorbed moisture" means the moisture absorbed by a poultry carcass as a result of the washing and cooling thereof;

"besending" 'n hoeveelheid pluimveevleis van dieselfde tipe, klas of graad wat met dieselfde kode gemerk is, of wat op dieselfde tydstip in 'n vertrek, voertuig of koelkas aanwesig is;

"bevrore", met betrekking tot pluimveevleis, 'n produktemperatuur van nie hoër nie as minus 12 °C;

"binnegoed" die spysverteringskanaal, die milt, die longe, en by 'n volwasse pluimee die geslagsorgane, maar nie ook die afval nie;

"buitehouer" 'n karton of kis wat meer as een houër pluimveevleis bevat;

"diepbevrore", met betrekking tot pluimveevleis, 'n produktemperatuur van nie hoër nie as minus 18 °C;

"die Wet" die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990);

"geabsorbeerde vog" die vog wat deur 'n pluimveekarkas opgeneem word as gevolg van die was en verkoeling daarvan;

"graad", met betrekking tot 'n pluimvee-abattoir, 'n graad wat deur die Hoofvleishigiënebeampte daaraan toegeken is ingevolge die regulasies kragtens die Wet op Higiëne by Diereslag, Vleis en Dierlike Produkte, 1967 (Wet No. 87 van 1967);

"handelsmerk" 'n handelsmerk soos omskryf in artikel 2 (1) van die Wet op Handelsmerke, 1963 (Wet No. 62 van 1963);

"houer" die pakket, sakkie of omhulsel waarin pluimveevleis verkoop word;

"inspeksielot", met betrekking tot die bepaling van geabsorbeerde vog—

(a) in die geval van 'n Graad A- of Graad B-pluimvee-abattoir, die eerste 20 uit 25 gemerkte karkasse;

(b) in die geval van 'n Graad C-pluimvee-abattoir, die eerste 10 uit 15 gemerkte karkasse; en

(c) in die geval van 'n Graad D- of Graad E-pluimee-abattoir, die eerste vyf uit sewe gemerkte karkasse,

wat na verkoeling van die produksielyn herwin word;

"karkas" geslagte pluimee na bloeddreinerings, ontvering en verwydering van die binnegoed, kop en pote, maar waarby of waarin die afval, nadat dit behoorlik skoongemaak en apart verpak is, teruggeplaas mag wees;

"klasbenaming" 'n klasbenaming of alternatiewe klasbenaming in regulasie 9 bedoel;

"penvere" die onvolledig-ontwikkelde vere wat met verwydering bloederige follikels vertoon;

"pluimveevleis" die geslagte karkasse van *Gallus domesticus* (hoenders), *Meleagrus gallopavo* (kalkoene) en *Anas* (eende en makoue) asook enige porsies of gedeeltes van sodanige karkasse wat gewoonlik vir menslike gebruik verkoop word hetsy in sodanige of in gekapte vorm;

"carcass" means slaughtered poultry after blood drainage, plucking and the removal of the intestines, head and feet, but to which or in which the giblets may be included after they have been properly cleaned and packed separately;

"chilled", with regard to poultry meat, means a product temperature of between minus 1 °C and plus 4 °C;

"class designation" means a class designation or an alternate class designation referred to in regulation 9;

"consignment" means a quantity of poultry meat of the same type, class or grade, marked with the same code, or which is present in a room, vehicle or refrigerator at the same time;

"container" means the package, pouch or wrapper in which poultry meat is sold;

"deep frozen", with regard to poultry meat, means a product temperature of not higher than minus 18 °C;

"food additive" means an additive as defined in the regulations made under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972);

"frozen", with regard to poultry meat, means a product temperature of not higher than minus 12 °C;

"giblets" means the cleaned gizzard, liver (without gall bladder), heart and neck;

"grade", with regard to a poultry abattoir, means a grade assigned to it by the Chief Meat Hygiene Officer in terms of the regulations under the Animal Slaughter, Meat and Animal Products Hygiene Act, 1967 (Act No. 87 of 1967);

"inspection lot", with regard to the determination of absorbed moisture, means—

(a) in the case of a Grade A or Grade B poultry abattoir, the first 20 out of 25 marked carcasses;

(b) in the case of a Grade C poultry abattoir, the first 10 out of 15 marked carcasses;

(c) in the case of a Grade D or Grade E poultry abattoir, the first five out of seven marked carcasses,

which are recovered from the production line after cooling;

"intestines" means the complete digestive tract, the spleen, the lungs and, in the case of adult poultry, the genital organs, but excluding the giblets;

"outer container" means a carton or case that contains more than one container of poultry meat;

"packer" means a person dealing in the course of trade with poultry meat by processing and packing it for sale, and also a person on behalf of whom such product is processed and packed for sale and, in the case of such product that is imported into the Republic in the containers in which it is to be sold in the retail trade, the person importing it for sale;

"pin feathers" means the incomplete developed feathers that show bloody follicles when removed;

"porsie" 'n gedeelte van 'n karkas in item 4 van Tabel 1 vermeld;

"produksielot" 'n hoeveelheid pluimveevleis wat met dieselfde kode gemerk is of gemerk gaan word;

"verkoel", met betrekking tot pluimveevleis, 'n produktemperatuur van tussen minus 1 °C en plus 4 °C;

"verpakker" iemand wat met pluimveevleis handel deur dit vir verkoop te prosesseer of te verpak, en ook iemand ten behoeve van wie so 'n produk vir verkoop geprosesseer of verpak word en, in die geval van sodanige produk wat in die Republiek ingevoer is in die houeers waarin dit in die kleinhandel verkoop sal word, die persoon wat dit vir verkoop invoer; en

"voedseladditief" 'n additief soos omskryf in die regulasies uitgevaardig kragtens die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972).

Bepanking op die verkoop van pluimveevleis

2. (1) Niemand mag, behoudends die bepalings van subregulasies (2) en (3), pluimveevleis in die Republiek verkoop nie tensy—

- (a) die pluimveevleis volgens die klasse en grade in regulasie 3 bedoel, verkoop word;
- (b) die pluimveevleis aan die standaard betrefende gehalte in regulasies 4 en 5 bedoel, voldoen;
- (c) die pluimveevleis in 'n houer en op 'n wyse in regulasies 6 en 7 bedoel, verpak is;
- (d) die vereistes in regulasie 8 bedoel in verband met die merk daarvan nagekom is; en
- (e) daardie pluimveevleis op die wyse of met die besonderhede in regulasies 9, 10, 11, 12 en 13 bedoel, gemerk is.

(2) Pluimveevleis wat—

- (a) bestem is vir verwerking of vir gebruik in die vervaardiging of bereiding van 'n ander produk; en
- (b) geprosesseer, gemarineer, met kruie en speserye behandel of met ander voedingsmiddels aangevul is,

is vrygestel van die verbod in subregulasie (1) bedoel.

(3) Die Uitvoerende Beambte kan iemand skriftelik, in die geheel of gedeeltelik, op die voorwaardes wat hy nodig ag, van die bepalings van subregulasie (1) vrystel.

Klasse en grade pluimveevleis

3. (1) Pluimveevleis van die tipe in kolom 1 van Tabel 1 vermeld, word, behoudends die bepalings van subregulasie (2), geklassifiseer in die klasse in kolom 2 van genoemde tabel daarteenoor vermeld en gegradeer volgens die grade in kolom 4 van genoemde tabel daarteenoor vermeld.

(2) Pluimveevleissnitte wat nie met die klasbenamings vir porsies in subregulasie (1) bedoel ooreenstem nie, kan in ooreenstemming met normale handelspraktik benoem word: Met dien verstande dat die benaming nie met die klasbenamings vir porsies verwar word nie.

"portion" means a part of a carcass specified in item 4 of Table 1;

"poultry meat" means the slaughtered carcasses of *Gallus domesticus* (fowls), *Meleagrus gallopavo* (turkeys) and *Anas* (ducks and muscovies) as well as any portion or parts of such carcasses which are usually sold for human consumption, whether in such or in chopped form;

"production lot" means a quantity of poultry meat which is marked or intended to be marked with the same code;

"the Act" means the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990); and

"trade mark" means a trade mark as described in section 2 (1) of the Trade Marks Act, 1963 (Act No. 62 of 1963).

Restrictions on the sale of poultry meat

2. (1) No person shall, subject to the provisions of subregulations (2) and (3), sell any poultry meat in the Republic unless—

- (a) the poultry meat is sold according to the classes and grades referred to in regulation 3;
- (b) the poultry meat complies with the standards regarding quality, referred to in regulations 4 and 5;
- (c) the poultry meat is packed in a container and in a manner referred to in regulations 6 and 7;
- (d) the requirements regarding the marking thereof referred to in regulation 8, are complied with; and
- (e) that poultry meat is marked in the manner referred to in regulations 9, 10, 11, 12 and 13.

(2) Poultry meat—

- (a) intended for processing or for use in the manufacture or preparation of another product; and
- (b) which has been processed, marinated, treated with herbs and spices or which has been complemented with other foodstuffs,

shall be exempt from the prohibition referred to in subregulation (1).

(3) The Executive Officer may grant written exemption, entirely or partially, to any person on such conditions as he deems necessary, from the provisions of subregulation (1).

Classes and grades of poultry meat

3. (1) Poultry meat of a type referred to in column 1 of Table 1, shall, subject to the provisions of subregulation (2), be classified according to the classes specified in column 2 of the said table opposite thereto and graded according to the grades specified in column 4 of the said table opposite thereto.

(2) Poultry cuts which do not correspond to the class designations of portions referred to in subregulation (1), shall be designated in accordance with normal trade practice: Provided that such designations shall not be confused with the class designations of portions.

(3) Pluimveekarkasse word geklassifiseer —

- (a) as piepkuike (poussin), braaikuiken, jong kalkoen of jong eend indien die punt van die *sternum* buigsaam is; en
 - (b) as hen, haan, kalkoen of eend indien die punt van die *sternum* onbuigsaam of geossifiseerd is.
- (4) Gradering word slegs op pluimveekarkasse gedoen.

Standaarde vir grade

4. (1) 'n Pluimveekarkas wat as 'n graad in regulasie 3 (1) bedoel gegree is, moet aan die toepaslike standarde voldoen wat in kolomme 2 of 3 van Tabel 2 teenoor die betrokke gehaltetfaktor vermeld word.

(2) 'n Pluimveekarkas wat as Graad A of Graad B gegree is mag, behoudens die bepalings in die metode in regulasie 14 (1) omskryf, nie meer as 8 persent geabsorbeerde vog bevat nie.

(3) 'n Karkas wat nie aan die vereistes vir Graad A of Graad B voldoen nie, moet in porsies of ander snitte opgesny of verder verwerk word.

(4) 'n Karkas is goed gevleis indien —

- (a) die vleis oor die hele lengte van die bors tot teen die rif van die borsbeen (*sternum*) strek; en
- (b) die been (*tibia*) en dy (*femur*) by die tibio-femorale en ischio-femorale gewrig dik en wyd is, met 'n goed-ge vulde voorkoms en beveïsing wat vanaf die tibio-femorale gewrig tot by die tibio-metatarsale gewrig strek.

(5) 'n Karkas het 'n goeie bouvorm indien die borsbeen (*sternum*) nie-prominent, reguit, onbeskadig en sonder gebreke is.

(6) Die lengte van skeure en snye in die vel van 'n Graad B-karkas, uitgesonderd gewone proses-seringsnye, moet —

- (a) op die bors, nie langer as 12 mm wees nie; en
- (b) op die res van die karkas, nie langer as 25 mm wees nie.

(7) 'n Karkas het 'n behoorlike en goed-verspreide vetbedekking indien geen rooi voorkoms op die bene of rug van die karkas en geen oormatige vet in die abdominale holte voorkom nie.

(8) Pluimveevleis mag voedseladditiewe bevat in die mate wat ingevolge die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972) veroorloof is.

(9) (a) In die geval van die borsvleis van 'n karkas wat met 'n fosfaat- of 'n ander chemiese oplossing behandel is, mag die massatoename van die karkas as gevolg van so 'n behandeling, op 'n massa-per-massa-basis bereken, nie meer as 4 persent wees nie en die konsentrasie van die fosfaat in 'n fosfaatoplossing, op 'n massa-per-massa-basis bereken, nie meer as 0,5 persent wees nie.

(b) Sodanige behandeling met 'n chemiese oplossing mag slegs op karkasse toegepas word wat minder as 4 persent geabsorbeerde vog bevat.

(3) Poultry carcasses shall be classified —

- (a) as spring chicken (poussin), broiler, young turkey or young duck if the tip of the *sternum* is flexible; and
 - (b) as hen, cock, turkey or duck if the tip of the *sternum* is rigid or ossified.
- (4) Grading shall be done on poultry carcasses only.

Standards for grades

4. (1) A poultry carcass that is graded as a grade referred to in regulation 3 (1), shall comply with the applicable standards specified in columns 2 or 3 of Table 2 opposite the quality factor concerned.

(2) A poultry carcass that has been graded as Grade A or Grade B shall, subject to the provisions of the method prescribed in regulation 14 (1), not contain absorbed moisture of more than 8 per cent.

(3) A carcass that does not comply with the requirements of Grade A or Grade B, shall be cut into portions or other cuts or be processed further.

(4) A carcass is well-fleshed if —

- (a) the flesh over the whole length of the breast reaches the ridge of the breastbone (*sternum*); and
- (b) the leg (*tibia*) and thigh (*femur*) at the tibio-femoral and the ischio-femoral joint is thick and wide, with a plump appearance and fleshiness all the way from the tibio-femoral joint up to the tibio-metatarsal joint.

(5) A carcass has a good conformation if the breastbone (*sternum*) is non-prominent, straight, undamaged and without any deformities.

(6) The length of cuts and tears in the skin of a Grade B carcass, with the exception of the normal processing cuts, shall be —

- (a) not longer than 12 mm on the breast; and
- (b) not longer than 25 mm on the rest of the carcass.

(7) A carcass has a proper and well distributed fat covering if the legs or back of the carcass does not have a red appearance and no excessive fat is present in the abdominal cavity.

(8) Poultry meat may contain food additives in the amounts permissible in terms of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).

(9) (a) In the case of the breast meat of a carcass which is treated with a phosphate or another chemical solution, the mass increase of the carcass as a result of such treatment, calculated on a mass-per-mass basis, shall not be more than 4 per cent and the concentration of the phosphate in the phosphate solution, on a mass-per-mass basis, shall not be more than 0,5 per cent.

(b) Such a treatment with a chemical solution may only be carried out on carcasses containing less than 4 per cent absorbed moisture.

Standaard vir porsies

5. (1) Individuele porsies moet minstens voldoen aan die gehaltevereistes ten opsigte van die betrokke karkasdele vir Graad B soos in Tabel 2 vermeld.

(2) Hoogstens 20 persent van die vlerkpunte van die porsies wat as vlerke in 'n bepaalde houer verpak word, mag gekneus of ontwig wees.

(3) 'n Houer met porsies mag geen toegevoegde vel of vet bevat nie.

Vereistes vir houters

6. 'n Houer waarin pluimveevleis verpak word, moet—

(a) sterk genoeg wees dat die inhoud daarvan nie tydens normale opbergings-, hanterings- en vervoerpraktyke beskadig of besmet sal word nie; en

(b) in die geval van herbruikbare houters wat tussen abattoirs, handelaars en verpakkingseenhede gebruik word, voor hergebruik gewas en ontsmet word.

Verpakkingsvereistes

7. (1) Verskillende tipes, klasse en grade pluimveekarkasse mag nie saam in dieselfde houer verpak word nie.

(2) Kruie of geurmiddels mag in 'n apart-verseëelde waterdige omhulsel in of by 'n karkas of by porsies ingesluit word.

(3) Indien enige afval by 'n karkas ingesluit word, moet dit—

(a) afsonderlik in 'n geskikte omhulsel verpak word; en

(b) so na as moontlik die organe van een voël bevat.

Merk van houters

8. (1) Die houer waarin pluimveevleis verpak word moet met die volgende besonderhede gemerk wees:

(a) In die geval van karkasse en enkeltipe porsieverpakkings, met die toepaslike klasbenaming in regulasie 9 vereis.

(b) In die geval van ander gedeeltes of snitte pluimveevleis, met die benaming in ooreenstemming met normale handelspraktyk.

(c) In die geval van pluimveekarkasse, met die toepaslike graadbenaming soos in regulasie 10 vereis.

(d) Die uitdrukking "vars", "fresh", "verkoel", "chilled", "bevrore", "frozen", "diepbevrore" of "deep frozen", na gelang van die geval.

(e) In die geval van enkeltipe porsieverpakkings met die klasbenaming of alternatiewe klasbenaming vir daardie porsies soos in kolom 2 en 3 teenoor item 4 van Tabel 1 vermeld.

(f) In die geval van meervoudige tipe porsieverpakkings, met 'n benaming wat die toepaslike klasbenamings of alternatiewe klasbenamings in paragraaf (e) bedoel, insluit, of met 'n benaming ooreenkomstig normale handelspraktyk.

Standards for portions

5. (1) Individual portions shall at least comply with the quality requirements regarding the carcass parts concerned as specified for Grade B in Table 2.

(2) Not more than 20 per cent of the wing tips packed as wings shall be bruised or dislocated.

(3) A container of portions shall not contain any added skin or fat.

Requirements for containers

6. A container in which poultry meat is packed shall—

(a) be so strong that the contents will not be damaged or contaminated during normal handling or transport practices; and

(b) in the case of re-useable containers used between abattoirs, the trade and packing units, be cleaned and disinfected before re-use.

Packing requirements

7. (1) Different types, classes or grades of poultry carcasses shall not be packed together in the same container.

(2) Spices or flavourants may be included in a separately sealed watertight wrapper with a carcass or portions.

(3) If any giblets are included in a carcass, it shall—

(a) be packed in a suitable wrapper; and

(b) approximate the organs of one bird.

Marking of containers

8. (1) The container in which poultry meat is packed shall be marked with the following particulars:

(a) In the case of carcasses and single type portion packs, with the applicable class designation as required by regulation 9.

(b) In the case of other parts or cuts of poultry meat, with the designation in accordance with normal trade practice.

(c) In the case of poultry carcasses, with the applicable grade designation as required by regulation 10.

(d) The expression "fresh", "vars", "chilled", "verkoel", "frozen", "bevrore", "deep frozen" or "diep bevrore", as the case may be.

(e) In the case of single type portion packs with the class designation or alternate class designation for such portions specified in columns 2 and 3 opposite item 4 of Table 1.

(f) In the case of multiple type portion packs with a designation which includes the applicable class designations or alternate class designations referred to in paragraph (c), or with a designation in accordance with normal trade practice.

(g) Die uitdrukking "afval uitgesluit", "giblets excluded", "sonder afval" of "without giblets" indien afval nie in 'n karkas ingesluit is nie.

(h) In die geval van porsies, ook met die betrokke pluimveespesie.

(i) Die naam en adres van die verpakker van daardie pluimveevleis soos in regulasie 11 vereis.

(j) 'n Datum of kode soos in regulasie 12 vereis.

(2) Behoudens die bepalings van subregulasie (3), moet die besonderhede in subregulasie (1) bedoel en in kolom 1 van Tabel 3 vermeld, in losstaande letters en syfers aangedui word—

(a) wat in elke afsonderlike geval van dieselfde kleur, tipe en grootte is;

(b) wat op 'n eenvormige en kontrasterende agtergrond verskyn;

(c) wat duidelik leesbaar is; en

(d) waarvan die minimum vertikale hoogte is soos in kolom 2 van Tabel 3 teenoor die betrokke besonderhede vermeld.

(3) Indien enige woord of uitdrukking wat nie 'n handelsmerk is nie, of nie ingevolge hierdie regulasies of 'n ander wet vereis word nie, op 'n houer van pluimveevleis verskyn, moet die vertikale hoogte van die letters en syfers wat gebruik word om die klas- of ander benaming en die graad van die betrokke pluimveevleis aan te dui, behoudens die bepalings van subregulasie (2) (d), minstens dieselfde as die van die grootste letter of syfer in die betrokke woord of uitdrukking wees.

Aanduiding van klasbenaming

9. (1) Die klasbenaming in regulasie 8 (1) (a) bedoel, wat op 'n houer of omhulsel van pluimveevleis gemerk word, moet die toepaslike klasbenaming of alternatiewe klasbenaming wees wat in kolom 2 of 3 van Tabel 1 vermeld word.

(2) Geen klasbenaming anders as die toepaslike klasbenaming mag op die houer van 'n pluimveekarkas of 'n enkeltipe porsieverpakking gemerk word nie.

(3) 'n Benaming in regulasie 8 (1) (b) en (f) bedoel, mag nie 'n wanvoorstelling uitmaak of regstreeks of by implikasie 'n misleidende indruk skep met betrekking tot die kwaliteit, aard of oorsprong van die betrokke pluimveevleis nie.

Aanduiding van graadbenaming

10. (1) Die graadbenaming van 'n pluimveekarkas wat op die houer daarvan gemerk word, moet die toepaslike graadbenaming wees wat in kolom 4 van Tabel 1 vermeld word.

(2) Geen graadbenaming anders as die toepaslike graadbenaming mag op die houer van 'n pluimveekarkas gemerk word nie.

(g) The expression "giblets excluded", "afval uitgesluit", "without giblets" or "sonder afval" if giblets are not included in a carcass.

(h) In the case of portions, also with the species of poultry concerned.

(i) The name and address of the packer of that poultry meat as required by regulation 11.

(j) A date or code as required by regulation 12.

(2) Subject to the provisions of subregulation (3), the particulars referred to in subregulation (1) and specified in column 1 of Table 3 shall be indicated in detached letters and figures—

(a) that are in each separate case of the same colour, type and size;

(b) that appear on a uniform and contrasting background;

(c) that are clearly legible; and

(d) of which the minimum vertical height shall be as specified in column 2 of Table 3 opposite the particulars concerned.

(3) If any word or expression that is not a trade mark, or is not required in terms of these regulations or another law, appears on a container of poultry meat, the vertical height of the letters and figures used to indicate the class or other designation and the grade of the poultry meat concerned shall, subject to the provisions of subregulation (2) (d), be at least the same as that of the largest letter or figure in the word or expression concerned.

Indication of class designation

9. (1) The class designation referred to in regulation 8 (1) (a), that is marked on the container or wrapper of poultry meat, shall be the applicable class designation or alternate class designation specified in columns 2 or 3 of Table 1.

(2) No class designation other than the applicable class designation may be marked on the container of a poultry carcass or single type portion pack.

(3) A designation referred to in regulations 8 (1) (b) and (f) shall not constitute a misrepresentation or may not directly or by implication create a misleading impression regarding the quality, nature or origin of the poultry meat concerned.

Indication of grade designation

10. (1) The grade designation of a poultry carcass that is marked on the container thereof, shall be the applicable grade designation specified in column 4 of Table 1;

(2) No grade designation other than the applicable grade designation shall be marked on a container of a poultry carcass.

Aanduiding van verpakker

11. (1) Die naam van die verpakker van pluimveevleis wat op 'n houer gemerk is, moet uit die voorletters en van of handelsnaam van die betrokke verpakker bestaan.

(2) Die adres van die verpakker van pluimveevleis wat op 'n houer gemerk is, moet—

- (a) behoudens die bepalings van subregulasie (3), bestaan uit die adres van die perseel in die Republiek waar daardie produk deur so 'n verpakker geprosesseer of verpak word of waar die gewone besigheidsplek van so 'n prosesseerder of verpakker geleë is, gevolg deur die naam van die dorp, voorstad en stad of landdrosdistrik waarin daardie perseel geleë is; en
- (b) onmiddellik na die besonderhede in subregulasie (1) bedoel, op so 'n houer gemerk word.
- (3) Indien 'n produk namens iemand geprosesseer of verpak word—
 - (a) moet die besonderhede in paragraaf (a) van subregulasie (1) bedoel, vervang word deur die voorletters en van of handelsnaam van so 'n persoon;
 - (b) moet die besonderhede in paragraaf (a) van subregulasie (2) bedoel, vervang word met die adres van die perseel in die Republiek waar die gewone besigheidsplek van so 'n persoon geleë is, gevolg deur die naam van die voorstad en stad of landdrosdistrik waarin daardie perseel geleë is;
 - (c) moet hierdie adres onmiddellik na die besonderhede in paragraaf (a) bedoel, op so 'n houer gemerk word; en
 - (d) kan die besonderhede in subregulasies (1) en (2) bedoel, daarbenewens op so 'n houer gemerk word.
- (4) Indien pluimveevleis in die Republiek ingevoer word in die houer waarin dit in die kleinhandel verkoop sal word, moet sodanige houer met 'n aanduiding van die land van herkoms daarvan gemerk word.

Aanduiding van produksielot

12. (1) Die nommer van die produksielot en die datum van prosesering of verpakking van die pluimveevleis moet aangedui word deur 'n kode wat op die houer van daardie pluimveevleis gemerk is en wat uit 'n "beste teen", "best before", "gebruik voor" of "use by" datum mag bestaan.

(2) So 'n kode moet dieselfde wees op alle houe waar 'n produk verpak is wat van dieselfde produksielot afkomstig is.

Beperking op gebruik van sekere besonderhede

13. (1) Geen woord, merk, illustrasie, afbeelding of ander metode van begripsuitdrukking wat 'n wanvoorstelling uitmaak of regstreeks of by implikasie 'n misleidende indruk skep of kan skep met betrekking tot die gehalte, aard, klas, graad of oorsprong van daardie pluimveevleis, mag op 'n houer van so 'n produk gemerk word nie.

Indication of packer

11. (1) The name of the packer of poultry meat that is marked on a container shall consist of the initials and surname or trade name of the packer concerned.

(2) The address of the packer of poultry meat that is marked on a container shall—

- (a) subject to the provisions of subregulation (3), consist of the address of the premises in the Republic where that product is processed or packed, or where the ordinary place of business of such processor or packer is situated, followed by the name of the town, suburb and city or magisterial district in which such premises is situated; and
- (b) be marked on such container immediately after the particulars referred to in subregulation (1).
- (3) If a product has been processed or packed on behalf of a person—
 - (a) the initials and surname or trade name of such person shall be substituted for the particulars referred to in paragraph (a) of subregulation (1);
 - (b) the address of the premises in the Republic where the ordinary place of business of such person is situated, followed by the name of the suburb and city or magisterial district in which those premises are situated shall be substituted for the particulars referred to in paragraph (a) of subregulation (2);
 - (c) this address shall be marked on such containers immediately after the particulars referred to in paragraph (a); and
 - (d) the particulars referred to in subregulations (1) and (2) may in addition be marked on such a container.
- (4) If poultry meat is imported into the Republic in the container in which it is to be sold in the retail trade, such container shall be marked with an indication of the country of origin thereof.

Indication of production lot

12. (1) The number of the production lot and the date of processing or packing of the poultry meat shall be indicated by a code that is marked on the container of such poultry meat and may consist of a "best before", "beste teen", "use by" or "gebruik voor" date.

(2) Such a code shall be the same on all containers in which a product originating from the same production lot is packed.

Restriction on use of certain particulars

13. (1) No word, mark, illustration, depiction or other method of expression that constitutes a misrepresentation or directly or by implication creates or may create a misleading impression regarding the quality, nature, grade or origin of that poultry meat shall be marked on a container of such a product.

(2) Die woorde "natuurlik", "natural", "super", "ultra", "ekstra" of "extra" of enige ander woord of uitdrukking wat regstreeks of by implikasie die indruk skep of kan skep dat die pluimveevleis van 'n spesiale of bepaalde gehalte is, mag nie op die houer van so 'n produk gemerk word nie tensy die betrokke woord of uitdrukking deel van 'n handelsmerk is wat op so 'n houer verskyn.

(3) Geen aanspraak aangaande die afwesigheid van enige stof wat nie normaalweg in pluimveevleis voorkom nie, mag op die houer van so 'n produk gemerk word nie.

(4) Pluimveekarkasse mag slegs met die uitdrukking "Skrophoender" of "Free range" gemerk word indien—

- (a) sodanige karkasse afkomstig is van pluimvee wat gedurende die dag deurlopende toegang tot kampe in die buitelug het;
- (b) sodanige kampe hoofsaaklik met plantegroei bedek is; en
- (c) die grootte van so 'n kamp sodanig is dat voldoende hardloopruimte toegelaat is.

(5) Die bepalinge van hierdie regulasie is *mutatis mutandis* van toepassing op besonderhede wat gemerk word op—

- (a) 'n buitehouer waarin een of meer houters pluimveevleis verpak is; en
- (b) 'n kennisgewing wat vertoon word by of in die nabyheid van pluimveevleis wat vir verkoop gehou of uitgestal word.

Metode en prosedure betreffende geabsorbeerde vog

14. (1) Die hoeveelheid geabsorbeerde vog van 'n inspeksielot waterverkoelde karkasse word bepaal volgens die metode in die Aanhangsel uiteengesit.

(2) Indien karkasse met water verkoel word, moet 'n toets vir geabsorbeerde vog binne een uur na aanvang van 'n werkskif in 'n pluimveeabattoir uitgevoer word en daarna minstens een keer elke agt uur herhaal word.

(3) Die gemiddelde geabsorbeerde vog van 'n inspeksielot mag nie agt persent oorskry nie.

(4) In die geval van so 'n toets in—

- (a) 'n Graad D en 'n Graad E pluimvee-abattoir, mag slegs een uit die vyf betrokke karkasse;
- (b) 'n Graad C pluimvee-abattoir, mag slegs twee uit die 10 betrokke karkasse; en
- (c) 'n Graad A en 'n Graad B pluimvee-abattoir, mag slegs drie uit die 20 betrokke karkasse,

meer as agt persent geabsorbeerde vog bevat.

(5) Indien meer as die toegelate getal karkasse meer as agt persent geabsorbeerde vog bevat, moet die nodige verstellings onmiddellik gedoen en 'n verdere toets onverwyld uitgevoer word.

(6) Indien die perke in subregulasie (4) bedoel, oorskry word, moet alle karkasse in die verkoeler slegs vir verwerking tot porsies aangewend word tot tyd en wyl 'n verdere toets resultate lewer wat binne daardie perke val.

(2) The words "natural", "natuurlik", "super", "ultra", "extra" or "ekstra" or any other word or expression that directly or by implication creates or may create the impression that the poultry meat is of a special or particular quality, shall not be marked on the container of such a product unless the word or expression concerned is part of the trade mark appearing on such a container.

(3) No claim regarding the absence of any substance that does not normally occur in poultry meat shall be marked on the container of such product.

(4) Poultry carcasses only may be marked with the expression "Free range" or "Skrophoender" if—

- (a) such carcasses are obtained from birds which have continuous day-time access to open air runs;
- (b) such runs are mainly covered with vegetation; and
- (c) the size of such an open air run is enough as to allow ample running space.

(5) The provisions of this regulation shall *mutatis mutandis* apply to particulars that are marked on—

- (a) an outer container in which one or more containers of poultry meat is packed; and
- (b) a notice displayed at or in the vicinity of poultry meat that is kept or displayed for sale.

Method and procedure regarding absorbed moisture

14. (1) The amount of absorbed moisture of an inspection lot of water-chilled carcasses shall be determined according to the method explained in the Annexure.

(2) If carcasses are chilled with water, a test for absorbed moisture shall be carried out within one hour after commencement of a workshift in a poultry abattoir and thereafter be repeated at least once every eight hours.

(3) The average absorbed moisture of an inspection lot may not exceed eight per cent.

(4) In the case of such a test in—

- (a) a Grade D and a Grade E poultry abattoir, only one out of the five carcasses concerned;
- (b) a Grade C poultry abattoir, only two out of the 10 carcasses concerned; and
- (c) a Grade A and a Grade B poultry abattoir, only three out of the 20 carcasses concerned,

may contain more than eight per cent absorbed moisture.

(5) If more than the permissible number of carcasses contain in excess of eight per cent absorbed moisture, the necessary adjustments shall be made immediately and a further test shall be carried out forthwith.

(6) If the limits referred to in subregulation (4) are exceeded, all carcasses in the chiller shall only be used for processing into portions until such time as a further test produces results that are within those limits.

(7) Die resultate van alle toetse moet aangeteken en vir minstens een jaar bewaar word.

(8) Die metode wat aangewend en die prosedure wat gevolg moet word wanneer bevrore pluimveekarkasse vir geabsorbeerde vog getoets word, is op aanvraag van die Uitvoerende Beampste: Landbouprodukstandaarde, Privaatsak X258, Pretoria, 0001, verkrygbaar.

Misdrywe en strawwe

15. Iemand wat die bepalings van hierdie regulasies oortree of versuim om daaraan te voldoen is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R8 000 of met gevangenisstraf vir 'n tydperk van hoogstens twee jaar of met sowel daardie boete as daardie gevangenisstraf.

(7) The results of all tests shall be recorded and be kept for at least one year.

(8) The method to be employed and the procedure to be followed when frozen poultry carcasses are tested for absorbed moisture, is obtainable upon request from the Executive Officer: Agricultural Product Standards, Private Bag X258, Pretoria, 0001.

Offences and penalties

15. Any person who contravenes or fails to comply with the provisions of these regulations shall be guilty of an offence and upon conviction be liable to a fine not exceeding R8 000 or to imprisonment for a period not exceeding two years or to both such fine and imprisonment.

TABEL 1
KLASSE EN GRADE VIR PLUIMVEEVLEIS
[Reg. 3 (1)]

Tipe	Klasbenaming	Alternatiewe klasbenaming	Grade
1	2	3	4
1. Hoender	Piepkuike	Poussin	Graad A, Graad B
	Braaikuike	Braaihoender	Graad A, Graad B
	Hoender	Hen, haan, kookhoender	Graad A, Graad B
2. Kalkoen	Jong kalkoen	—	Graad A, Graad B
	Kalkoen	Kalkoenwyfie, kalkoen-mannetjie	Graad A, Graad B
3. Eend	Jong eend	—	Graad A, Graad B
	Eend	—	Graad A, Graad B
4. Porsies	Halfkarkas	Halwe karkas	*
(Hoender-, Kalkoen- of Eend-)	Kwartkarkas	Voorkwart, agterkwart	*
	Been	Dy plus boudjie	*
	Dy	—	*
	Boudjie	—	*
	Vlerk	—	*
	Bors	Borsstuk	*

* Geen graad.

TABLE 1
CLASSES AND GRADES FOR POULTRY MEAT
[Reg. 3 (1)]

Type	Class designation	Alternate class designation	Grade
1	2	3	4
1. Chicken	Spring Chicken	Poussin	Grade A, Grade B
	Broiler	—	Grade A, Grade B
	Chicken	Hen, cock, boiling chicken	Grade A, Grade B
2. Turkey	Young turkey	—	Grade A, Grade B
	Turkey	Adult hen, Adult Tom	Grade A, Grade B
3. Duck	Young duck	—	Grade A, Grade B
	Duck	—	Grade A, Grade B
4. Portions	Half carcass	—	*
(Chicken, Turkey or Duck)	Quarter carcass	Front quarter, hind quarter	*
	Leg	Thigh plus drumstick	*
	Thigh	—	*
	Drumstick	—	*
	Wing	—	*
	Breast	—	*

* No grade.

TABEL 2
GEHALTESTANDAARDE VIR PLUIMVEEKARKASSE
(Reg. 4)

1	Gehalttestandaarde	
	Graad A	Graad B
1	2	3
1. Beveleising:		
— algemeen.....	Goed	Redelik goed.
— bors.....	Goed ontwikkel, breed, lank en vlesig .	Goed ontwikkel.
— bene.....	Vlesig	Redelik vlesig.
2. Borsblâsies	Geen	Hoogstens 350 mm ² per karkas ¹⁾ .
3. Skaaf- en verkleuringsmerke	Gesamentlike oppervlakte van minder as 650 mm ² per karkas ²⁾ ; geen op die bors of dye nie	Gesamentlike oppervlakte minder as 1 200 mm ² per karkas ³⁾ ; geen op die bors nie.
4. Bouvorm	Goed	Matige afwykings.
5. Breuke en ontwrigting	Geen sigbare gebreekte been of ontwrigte been of vlerk; een vlerkpunt mag verwyder wees	Nie meer as een sibare gebreekte been of ontwrigte been of vlerk per karkas; vlerkpunte mag verwyder wees.
6. Kleur	Aantreklik, egalig wit tot liggeel oor die hele karkas, sonder gepigmenteerde follikels; vlerkpunte mag effens rooi vertoon	Egalig wit tot geel oor die hele karkas met hoogstens 12 gepigmenteerde follikels per karkas; vlerkpunte mag rooi vertoon.
7. Vel.....	Dun, plooibaar en vry van kneusplekke	Plooibaar en redelik vry van kneusplekke.
8. Skeure en snye in vel	Geen	Maksimum twee op bors en twee op res van karkas.
9. Vere en penvere.....	Nie meer as 5 vere en 5 penvere per karkas waarvan geen veer of penveer langer as 25 mm mag wees nie en geen op die bors of dye mag voorkom nie	Nie meer as 20 vere en penvere gesamentlik per karkas, waarvan slegs 2 langer as 25 mm mag wees en geen op die bors of dye mag voorkom nie.
10. Vetbedekking	'n Dun, egalige laag oor die bors, rug en dye	Onder- of oormatige vetbedekking.
11. Vriesbrand	Geen by verkoelde karkasse; klein en onopvallend by bevrore of diepbevrore karkasse	Geen by verkoelde karkasse; klein en onopvallend by bevrore of diepbevrore karkasse.

¹⁾ Beslaan 'n sirkel met 'n deursnee van minder as 22 mm.

²⁾ Beslaan 'n sirkel met 'n deursnee van minder as 30 mm.

³⁾ Beslaan 'n sirkel met 'n deursnee van minder as 40 mm.

TABLE 2
QUALITY STANDARDS FOR POULTRY CARCASSES
(Reg. 4)

Quality factor	Quality standards	
	Grade A	Grade B
1	2	3
1. Fleshing:		
— general.....	Good	Fairly good.
— breast.....	Well developed, broad, long and fleshy .	Well developed.
— legs	Fleshy.....	Fairly fleshy.
2. Breast blisters	None	Not more than 350 mm ² per carcass ¹⁾ .
3. Abrasion and discolouration	Collective area less than 650 mm ² per carcass ²⁾ ; none on the breast or thigh	Collective area less than 1 200 mm ² per carcass ³⁾ ; none on the breast.
4. Conformation	Good	Moderate deviations.
5. Broken bones and dislocations	No visible broken bone or dislocated leg or wing; one wing tip may be removed	Not more than one visible broken bone or dislocated leg or wing per carcass; wing tips may be removed.

Quality factor	Quality standards	
	Grade A	Grade B
1	2	3
6. Colour	Attractive, uniformly white to light yellow over the entire carcass, without pigmented follicles; slight redness is permissible in wing tips	Uniformly white to light yellow over the entire carcass with not more than 12 pigmented follicles per carcass; redness is permissible in the wing tips.
7. Skin	Thin, pliable and free from contusions ...	Pliable and reasonably free from contusions.
8. Abrasions and cuts in the skin	None	Maximum two on the breast and two elsewhere on the carcass.
9. Feathers and pin feathers	Not more than five feathers and five pin feathers per carcass of which no-one is longer than 25 mm and none being on the breast or thighs	Not more than 20 feathers or pin feathers in total per carcass, of which only two may be longer than 25 mm and none on the breast or thighs.
10. Fat covering	A thin, even layer on the breast, back and thighs	Lean to excessive fat covering.
11. Freezer burn	None in chilled carcasses; small and unobstrusive in frozen or deep frozen carcasses	None in chilled carcasses; unobstrusive in frozen and deep frozen carcasses.

1) Covering a circle with a diameter of less than 22 mm.

2) Covering a circle with a diameter of less than 30 mm.

3) Covering a circle with a diameter of less than 40 mm.

TABEL 3

LETTERGROOTTES VAN AANDUIDINGS

[(Reg. 8 (2) (d))]

Aard van besonderhede	Minimum vertikale hoogte van die kleinste letters en syfers
1	2
1. Aanduiding van klas- of ander benaming [Reg. 8 (1) (a), (b), (e) en (f) en 9]	4,0 mm
2. Aanduiding van graadbenaming [Reg. 8 (1) (c) en 10]	4,0 mm
3. Aanduiding van verpakker..... [Reg. 8 (1) (i) en 11]	2,0 mm
4. Aanduiding van land van oorsprong [Reg. 11 (4)]	2,0 mm
5. Aanduiding van nommer of kode om produksielot te identifiseer..... [Reg. 8 (1) (j) en 12]	3,0 mm
6. Die uitdrukking "vars", "verkoel", "bevrore" of "diepbevrore"..... [Reg. 8 (1) (d)]	3,0 mm
7. Die uitdrukking "afval uitgesluit" of "sonder afval" [Reg. 8 (1) (g)]	3,0 mm
8. Aanduiding van die soort pluimvee..... [Reg. 8 (1) (h)]	4,0 mm

TABLE 3
LETTER SIZES OF INDICATIONS
 [(Reg. 8 (2) (d))]

Nature of particulars	Minimum vertical height of the smallest letters and figures
1	2
1. Indication of class or other designation [Reg. 8 (1) (a), (b), (e) and (f) and 9]	4,0 mm
2. Indication of grade designation [Reg. 8 (1) (c) and 10]	4,0 mm
3. Indication of packer [Reg. 8 (1) (i) and 11]	2,0 mm
4. Indication of country of origin [Reg. 11 (4)]	2,0 mm
5. Indication of number and code to identify production lot [Reg. 8 (1) (j) and 12]	3,0 mm
6. The expression "fresh", "chilled", "frozen" or "deep frozen" [Reg. 8 (1) (d)]	3,0 mm
7. The expression "giblets excluded" or "without giblets" [Reg. 8 (1) (g)]	3,0 mm
8. Indication of the poultry species [Reg. 8 (1) (h)]	4,0 mm

AANHANGSEL

METODE VIR DIE BEPALING VAN GEABSORBEERDE VOG BY WATERVERKOELDE PLUIMVEEKARKASSE

[Reg. 14 (1)]

- Identifiseer en bepaal die massa tot die naaste 0,1 gram van elk van die voorgeskrewe getal ontweide karkasse wat van die produksielyn geneem word direk voordat die karkasse met water verkoel word. Hierdie verteenwoordig die beginmassa (I).
- Plaas die gemerkte karkasse op dieselfde punt op die produksielyn terug.
- Nadat die karkasse afgekoel en gedreineer het, word die massa van elk van die voorgeskrewe getal herwonne karkasse weer eens tot die naaste 0,1 gram bepaal. Hierdie verteenwoordig die finale massa (F).
- Karkasse met ooglopende watersakke mag geïgnoreer word: Met dien verstande dat daar aan die inspeksielot-vereistes voldoen word.
- Bepaal die persentasie geabsorbeerde vog van elke karkas met behulp van die volgende formule:

$$\frac{(F-I) \times 100}{I} = \% \text{ geabsorbeerde vog}$$

- Bereken die gemiddelde persentasie geabsorbeerde vog van die inspeksielot.

ANNEXURE

METHOD FOR THE DETERMINATION OF ABSORBED MOISTURE IN WATER CHILLED POULTRY CARCASSES

[Reg. 14 (1)]

- Identify and determine the mass to the nearest 0,1 gram of each of the prescribed number of eviscerated carcasses which have been taken from the production line immediately prior to the water chilling process. This represents the initial mass (I).
- Replace the marked carcasses on the production line at the same point.
- After the carcasses have been chilled and drained, the mass of each of the prescribed number of recovered carcasses is again determined to the nearest 0,1 gram. This represents the final mass (F).
- Carcasses with obvious water pockets may be ignored: Provided that the inspection lot requirements shall be adhered to.
- Determine the percentage absorbed moisture of each carcass by means of the following formula:

$$\frac{(F-I) \times 100}{I} = \% \text{ absorbed moisture}$$

- Determine the average percentage absorbed moisture of the inspection lot.

DEPARTEMENT VAN MANNEKRAG**No. R. 883****27 Maart 1992****WET OP ARBEIDSVERHOUDINGE, 1956****TEEKAMER, RESTOURANT- EN VERVERSINGS-BEDRYF, PRETORIA: HERNUWING VAN HOOF-OOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 1719 van 24 September 1976, R. 945 van 1 Mei 1981, R. 2358 van 5 November 1982, R. 402 van 2 Maart 1984, R. 537 van 27 Maart 1986, R. 582 van 20 Maart 1987, R. 1848 van 28 Augustus 1987, R. 108 van 27 Januarie 1989 en R. 1368 van 14 Junie 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1994 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 923**27 Maart 1992****WET OP ARBEIDSVERHOUDINGE, 1956****MEUBELNYWERHEID, GRENS: HERNUWING VAN SIEKTEBYSTANDSVERENIGINGOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 1457 van 11 Julie 1986, R. 848 van 16 April 1987, R. 1243 van 16 Junie 1989 en R. 1889 van 9 Augustus 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Maart 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 924**27 Maart 1992****WET OP ARBEIDSVERHOUDINGE, 1956****MEUBELNYWERHEID, GRENS: HERNUWING VAN HOOF-OOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 1227 van 22 Junie 1984, R. 859 van 19 April 1985, R. 1454 van 11 Julie 1986, R. 847 van 16 April 1987, R. 787 van 22 April 1988, R. 1242 van 16 Junie 1989, R. 2083 van 31 Augustus 1990 en R. 2078 van 23 Augustus 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Maart 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

DEPARTMENT OF MANPOWER**No. R. 883****27 March 1992****LABOUR RELATIONS ACT, 1956****TEA-ROOM, RESTAURANT AND CATERING TRADE, PRETORIA: RENEWAL OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1719 of 24 September 1976, R. 945 of 1 May 1981, R. 2358 of 5 November 1982, R. 402 of 2 March 1984, R. 537 of 27 March 1986, R. 582 of 20 March 1987, R. 1848 of 28 August 1987, R. 108 of 27 January 1989 and R. 1368 of 14 June 1991, to be effective from the date of publication of this notice and for the period ending 28 February 1994.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 923**27 March 1992****LABOUR RELATIONS ACT, 1956****FURNITURE INDUSTRY, BORDER: RENEWAL OF SICK BENEFIT SOCIETY AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1457 of 11 July 1986, R. 848 of 16 April 1987, R. 1243 of 16 June 1989 and R. 1889 of 9 August 1991, to be effective from the date of publication of this notice and for the period ending 20 March 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 924**27 March 1992****LABOUR RELATIONS ACT, 1956****FURNITURE INDUSTRY, BORDER: RENEWAL OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1227 of 22 June 1984, R. 859 of 19 April 1985, R. 1454 of 11 July 1986, R. 847 of 16 April 1987, R. 787 of 22 April 1988, R. 1242 of 16 June 1989, R. 2083 of 31 August 1990 and R. 2078 of 23 August 1991, to be effective from the date of publication of this notice and for the period ending 20 March 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 925**27 Maart 1992****WET OP ARBEIDSVERHOUDINGE, 1956****HAARKAPPERSBEDRYF, PORT ELIZABETH EN
UITENHAGE: HERNUWING VAN HOOFOOR-
EENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhou-
dinge, behoorlik daartoe gemagtig deur die Minister
van Mannekrag, verklaar hierby, kragtens artikel 48 (4)
(a) (ii) van die Wet op Arbeidsverhoudinge, 1956,
dat die bepalings van Goewermentskennisgewings
R. 222 van 6 Februarie 1987, R. 2494 van 6 November
1987, en R. 959 van 3 Mei 1991, van krag is vanaf die
datum van publikasie van hierdie kennisgewing en vir
die tydperk wat op 31 Desember 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 926**27 Maart 1992****WET OP ARBEIDSVERHOUDINGE, 1956****MEUBELNYWERHEID, GRENS: HERNUWING VAN
VOORSORGFONDSOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhou-
dinge, behoorlik daartoe gemagtig deur die Minister
van Mannekrag, verklaar hierby, kragtens artikel 48 (4)
(a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat
die bepalings van Goewermentskennisgewings R. 913
van 26 April 1985, R. 1455 van 11 Julie 1986, R. 952
van 30 April 1987, R. 1244 van 16 Junie 1989 en
R. 2084 van 31 Augustus 1990, van krag is vanaf die
datum van publikasie van hierdie kennisgewing en vir
die tydperk wat op 20 Maart 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 927**27 Maart 1992****WET OP ARBEIDSVERHOUDINGE, 1956****INTREKKING VAN GOEWERMENTSKENNIS-
GEWING****YSTER-, STAAL-, INGENIEURS- EN METALLUR-
GIESE NYWERHEID: INTREKKING VAN HYSBAK-
INGENIEURSOOREENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van
Mannekrag, trek hierby, kragtens artikel 48 (5) van die
Wet op Arbeidsverhoudinge, 1956, Goewermentsken-
nisgewings R. 2120 van 30 Augustus 1991 en R. 3096
van 20 Desember 1991 in met ingang van die tweede
Maandag na die datum van publikasie van hierdie ken-
nisgewing.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 925**27 March 1992****LABOUR RELATIONS ACT, 1956****HAIRDRESSING TRADE, PORT ELIZABETH AND
UITENHAGE: RENEWAL OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Labour Relations,
duly authorised thereto by the Minister of Manpower,
hereby, in terms of section 48 (4) (a) (ii) of the Labour
Relations Act, 1956, declare the provisions of Govern-
ment Notices R. 222 of 6 February 1987, R. 2494 of
6 November 1987 and R. 959 of 3 May 1991, to be
effective from the date of publication of this notice and
for the period ending 31 December 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 926**27 March 1992****LABOUR RELATIONS ACT, 1956****FURNITURE INDUSTRY, BORDER: RENEWAL OF
PROVIDENT 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) (ii) of the Labour
Relations Act, 1956, declare the provisions of Govern-
ment Notices R. 913 of 26 April 1985, R. 1455 of 11
July 1986, R. 952 of 30 April 1987, R. 1244 of 16 June
1989 and R. 2084 of 31 August 1990, to be effective
from the date of publication of this notice and for the
period ending 20 March 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 927**27 March 1992****LABOUR RELATIONS ACT, 1956****CANCELLATION OF GOVERNMENT NOTICE****IRON, STEEL, ENGINEERING AND METALLURGI-
CAL INDUSTRY: CANCELLATION OF LIFT ENGI-
NEERING AGREEMENT**

I, Glen Morris Edwin Carelse, Deputy Minister of
Manpower, hereby, in terms of section 48 (5) of the
Labour Relations Act, 1956, cancel Government
Notices R 2121 of 30 August 1991 and R. 3096 of
20 December 1991 with effect from the second Mon-
day after the date of publication of this notice

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 928

27 Maart 1992

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HYSBAKINGENIEURS-OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunk-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 30 Junie 1992 eindig, bindend is vir die werkgeversorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (2), 2, 21 en 30 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

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

OOREENKOMS

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

Lift Engineering Association of South Africa

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

Metal and Electrical Workers' Union of South Africa

en die

SA Electrical Workers' Association

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word—

(1) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(2) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings wat partye is by hierdie Ooreenkoms;

(3) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid ten opsigte van die onderhoud en/of montering en/of installering en/of herstel van elektriese en hidrouliese hysers, roltrappe, bewegende loopplate en goederehysers.

No. R. 928

27 March 1992

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: LIFT ENGINEERING AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (2), 2, 21 and 30, 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 said Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

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

AGREEMENT

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

Lift Engineering Association of South Africa

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

Metal and Electrical Workers' Union of South Africa

and the

SA Electrical Workers' Association

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed—

(1) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(2) by all employers and employees who are members of the employers' organisation and the trade unions, respectively, which are parties to this Agreement;

(3) in the Iron, Steel, Engineering and Metallurgical Industry in respect of the maintenance and/or assembly and/or installation and/or repair of electrical and hydraulic lifts, escalators, moving walkways and goods lifts.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 Junie 1992 of vir die tydperk wat die Minister bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar melding van 'n wet gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die samehang, 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;

“**ononderbroke diens**” enige tydperk waartydens 'n werknemer ononderbroke by dieselfde werkgever in diens was, en vir die doel van hierdie Ooreenkoms moet tydperke van diens by dieselfde werkgever wat onderbreek is deur hoogstens 30 dae vanaf die datum van diensbeëindiging vanweë die afdanking of tydelike ontslag van die werknemer deur die werkgever tot die herindiensneming van die werknemer, geag word ononderbroke diens te wees;

“**Raad**” die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

“**werknemer**” 'n werknemer wie se minimum besoldiging in die loontabelle van hierdie Ooreenkoms gelys is of 'n werknemer wat kragtens 'n vrystelling van hierdie Ooreenkoms of op voorwaardes deur die Raad vasgestel, in diens is, of 'n vakleerling;

“**werkgever**” 'n persoon [insluitende 'n arbeidsmakelaar soos omskryf in artikel 1 (3) van die Wet] wat iemand in diens neem of aan hom werk verskaf en wat daardie persoon besoldig of uitdruklik of stilswyend onderneem om hom te besoldig, of wat iemand toelaat om hom op watter wyse ook al te help om sy besigheid voort te sit of te dryf;

“**diens van dieselfde werkgever**” en “**in diens by dieselfde werkgever**”, vir die toepassing van klousule 13 (3) (a) en klousule 14 (1) van Deel I van hierdie Ooreenkoms, ook ononderbroke diens in dieselfde besigheid waar werk-saamhede uitgevoer word wat resorteer onder die Nywerheid, ongeag of daardie besigheid van eienaar(s) verwissel het as gevolg van verkoping, verwisseling van beheer, amalgamasie, hersamestelling, likwidasie, kompromis met skuldeisers of andersins;

“**bedryfsinrigting**” 'n perseel waarin of waarop die werk-saamhede van die Nywerheid, of 'n gedeelte daarvan, soos hierin omskryf, uitgeoefen word;

“**uurloon**” die loon per uur vir die klas werk in hierdie Ooreenkoms gelys of die werklike loon per uur wat die werknemer ontvang, naamlik die hoogste van dié lone: Met dien verstande dat waar 'n “weekloon” gespesifiseer word, die uurloon van die werknemer sy loon per week moet wees vir sy klas werk wat in hierdie Ooreenkoms gelys is, of die werklike weekloon van die werknemer, naamlik die hoogste van dié lone, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigtings gewerk word; en beteken “gewone uurloon” die uurloon vir gewone tyd;

“**wet**” ook gemene reg;

“**Hyser- en Roltrapnywerheid**” die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir die onderhoud en/of montering en/of installering en/of herstel van elektriese hysers en roltrappe;

“**openbare vakansiedag**” enige van die openbare vakansiedae gespesifiseer in die Wet op Openbare Feesdae, 1952;

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 June 1992 or for such period as the Minister may determine.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further unless inconsistent with the context—

“**Act**” means the 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;

“**continuous employment**” means any period during which an employee has been continuously employed by the same employer and for the purposes of this Agreement periods of employment with the same employer broken by not more than 30 days from the date of termination of employment owing to the discharge or retrenchment of the employee by the employer to the re-engagement of the employee shall be deemed to be continuous employment;

“**Council**” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

“**employee**” means an employee whose minimum rate of pay is scheduled in this Agreement or an employee employed under exemption from this Agreement or under conditions determined by the Council, or an apprentice;

“**employer**” means any person [including a labour broker as defined in section 1 (3) of the Act] who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business;

“**employ of the same employer**” and “**employment with the same employer**” shall, for the purposes of section 13 (3) (a) of section 14 (1) of this Agreement, include unbroken employment in the same business carrying on activities which fall within the scope of the Industry whether or not the ownership of that business has altered as a result of sale, change of control, amalgamation, reconstruction, liquidation, compromise with creditors or otherwise;

“**establishment**” means any premises wherein or whereon the activities of the Industry, or part thereof, as herein defined, are carried on;

“**hourly rate**” means the rate per hour for the class of work scheduled in this Agreement or, whichever is the greater, the actual rate per hour the employee is receiving: Provided that where a “rate per week” is specified, the hourly rate of the employee shall be his rate per week for his class of work scheduled in this Agreement or the actual weekly rate of the employee, whichever is the greater, divided by the number of ordinary hours worked in the establishment concerned; and “ordinary hourly rate” means the hourly rate for ordinary time;

“**law**” includes Common Law;

“**Lift and Escalator Industry**” means the industry in which employers and their employees are associated for the assembly and/or installation and/or maintenance and/or repair of electrical lifts and escalators;

“**public holiday**” means any of the public holidays specified in the Public Holidays Act, 1952;

"setmaat" of **"setklem"** of **"stuiter"** 'n toestel wat die stand van die werk met betrekking tot 'n gereedskapstuk en/of 'n gereedskapstuk met betrekking tot die werkstuk en/of die betrokke stande van onderdele terwyl hulle saamgevoeg word, suiwer bepaal ten einde artikels te vervaardig wat binne sekere toleransies omruilbaar is;

"vakman" 'n werknemer wat 'n leerkontrak ooreenkomstig die Wet op Mannekragopleiding, 1981, of 'n leerkontrak wat deur die Raad erken word in enigeen van die klasse werk in Klousule 37, Groep 1, genoem, of 'n werknemer wat die houer is van 'n sertifikaat wat deur die Raad erken of uitgereik word en hom in staat stel om as vakman in diens geneem te word;

"jeugdige" 'n werknemer tussen 16 en 19 jaar oud wat enigeen van die klasse werk verrig wat in die Ooreenkoms genoem word;

"nev" nie elders vermeld nie;

"Streek A" die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, George, Goodwood, Heidelberg (KP), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (KP), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, 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 Assurancehuis, Heerengracht, Strandgebied, Kaapstad, 8001;

"Streek B" die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, 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;

"Streek 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 Agtste Verdieping, Poyntonhuis, Gardinerstraat 85, Durban, 4001;

"Streek D" die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (KP), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (KP), 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, Noordeinde, 6056, of Eerste Verdieping, Pearsonstraat 30, Sentraal, Port Elizabeth, 6001;

"jig" or **"fixture"** or **"stop"** means a device which definitely locates the work with respect to a tool and/or a tool to the work and/or the relative position of parts while being joined together, so as to produce articles that are interchangeable within certain tolerances;

"journeyman" means an employee who has completed a contract of apprenticeship under the Manpower Training Act, 1981, or a contract of apprenticeship recognised by the Council in any one of the classes of work specified under section 37, Group 1, or who is in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman;

"juvenile" means an employee between 16 and 19 years of age employed on any of the classes of work specified in this Agreement;

"nes" means not elsewhere specified;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Montagu, 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, Vredendal, 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;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, 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, 4th Floor, XDC Building, 19 Manchester Road, Chiselhurst, 5247;

"Region C" means the Province of Natal, and for 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, 85 Gardiner Street, Durban, 4001;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), 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, North End, 6056, or First Floor, 30 Pearson Street, Central, 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 (Transvaal Streekraad), Posbus 3998, Johannesburg, 2000, of Atkinsongebou, Von Brandisstraat 3, Johannesburg, 2001;

"Streek F" die provinsie die Oranje-Vrystaat, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Parys, Potchefstroom, Sasolburg, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaap-provinsie, 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;

"herhalingswerk" werk wat verrig word deur 'n werknemer wat voortdurend een of meer herhalingsproesse uitvoer;

"patroon" 'n toestel om die piekke van gate in en/of aanhegels aan die werkstuk en/of die vorm en/of die buitelyn van die werkstuk aan te dui;

"kwekeling" iemand wat opleiding ondergaan ingevolge artikel 30 van die Wet op Mannekragopleiding, 1981, in enigeen van die klasse werk wat in klousule 37, Groep 1, van hierdie Ooreenkoms ingedeel word of 'n werknemer wat opleiding ondergaan ingevolge 'n kontrak soos deur die Raad uitgereik of erken, insluitende kontrakte ingevolge die Ambagsmanopleiding- en -erkenningsooreenkoms vir die Metaal- en Ingenieursnywerhede, soos gepubliseer by Goewermentskenningsgewing R. 1706 van 13 Augustus 1982, wat sodanige persoon in staat stel om werk te verrig wat ingedeel is in klousule 37, Groep 1, van hierdie Ooreenkoms.

4. WERKURE

(1) Die gewone werkure is hoogstens 40 uur in 'n week.

(2) 'n Werkgewer kan ten einde die hou van 'n aanvangs- en uitskeitydregister en van 'n register van sy werknemers se werkure te vergemaklik, van hulle vereis om in en uit te klok en hy kan, voor betaling aan 'n werknemer van loon en/of besoldiging vir enige tydperk wat nie deur die klok geregistreer is nie, van so 'n werknemer vereis om bevredigende bewys te lewer dat hy wel gewerk het: Met dien verstande dat 'n werknemer ooreenkomstig hierdie Ooreenkoms besoldig moet word vir alle tyd wat deur die klok geregistreer is en wat val binne die aanvangs- en uitskeityd van die skof vir daardie dag van die week, uitgesonderd etenspouses, soos deur die werkgewer aan sy werknemers ooreenkomstig subklousule (4) bekendgemaak, en vir alle tyd wat sy werkgewer van hom vereis om te werk en wat nie binne sodanige aanvangs- en uitskeityd val nie.

(3) (a) Daar mag nie van 'n werknemer vereis en hy mag nie toegelaat word om langer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens een uur te werk nie en gedurende sodanige pouse mag daar nie van die werknemer vereis en mag hy nie toegelaat word om enige werk te verrig nie: Met dien verstande dat—

(i) die tydperk van die pouse kan verkort word tot minstens 30 minute, en in so geval moet die werkgewer aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan die middel van elke werkperiode voor en

"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 Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Parys, Potchefstroom, Sasolburg, 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, Phillipstown, 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, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9459;

"repetition work" means work performed by an employee constantly engaged on one or more repetitive processes;

"template" means a device for indicating the position of holes and/or attachments on the work and/or the form and/or the contour of work;

"trainee" means an employee under training in terms of section 30 of the Manpower Training Act, 1981, on work classified at section 37, Group I, in this Agreement or an employee under training in terms of the provisions of a contract issued or recognised by the Council, which includes contracts under the Artisan Training and Recognition Agreement for the Metal and Engineering Industries, as published under Government Notice R. 1706 of 13 August 1982, enabling such employee to be employed on work classified in section 37, Group I, in this Agreement.

4. HOURS OF WORK

(1) The ordinary hours of work shall not exceed 40 in any one week.

(2) An employer may, to facilitate the keeping of a record of the starting and stopping times and hours of work of his employees, require them to clock in and out of work and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for all the time recorded by the clock which falls within the starting and the stopping times of the shift for that day of the week, excluding meal breaks, as notified by the employer to his employees in terms of subsection (4) and for all the time which he is required by the employer to work which does not fall within such starting and stopping times.

(3) (a) An employee shall not be required or permitted to work for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that—

(i) the period of the interval may be reduced to not less than 30 minutes, in which case the employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each work

na sodanige pouse, en gedurende sodanige ruspouse mag daar nie van die werknemer vereis word en mag hy nie toegelaat word om enige werk te verrig nie, en sodanige ruspouses word geag deel van die gewone werkure van die betrokke werknemer te wees; of

(ii) die tydperk van die ruspouse verkort kan word tot minstens 30 minute en 'n ruspouse van minstens 10 minute so na as doenlik aan die middel van die oggendwerkperiode moet nagekom word en daar kan weggedoen word met die rusperiode van 10 minute in die middag, mits sodanige reëling beteken dat die normale sluitingstyd op Vrydae met 60 minute vervoeg word en werknemers besoldig word vir die ekwivalente tydperk nie aldus gewerk nie;

(iii) wanneer daar, as gevolg van oortyd wat gewerk word, van 'n werkgewer vereis word om 'n tweede pouse aan 'n werknemer toe te staan, die pouse verminder kan word tot 'n pouse van minstens 15 minute.

(b) Behoudens (i), (ii) en (iii) hiervan word werktydperke wat deur pouses van minder as 60 minute onderbreek word, geag aaneenlopend te wees.

(4) Elke werkgewer moet in sy bedryfsinrigting en wel op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing vertoon waarin die aanvangs- en uitskeityd van die werk vir elke skof of skofte van die week en die etensure gemeld word.

5. OORTYDWERK EN BESOLDIGING VIR WERK OP SONDAE

(1) Tyd wat werknemers na voltooiing van die gewone skofte in die betrokke bedryfsinrigting werk, word geag oortyd te wees en word betaal teen een en 'n half maal die uurloon.

(2) Oortydwerk is vrywillig, en tensy andersins goedgekeur deur die Raad, mag die maksimum oortyd wat gewerk mag word in enige week, insluitende Sondag, nie 10 uur per week oorskry nie.

(3) Indien daar na voltooiing van die gewone werkure van 'n skof oortyd gewerk word, moet die werknemer 'n ruspouse van minstens agt uur toegelaat word na voltooiing van die oortyd gewerk, alvorens sy volgende gewone werkskof begin, en waar die rustydperk die volgende skof oorvleuel, moet sodanige oorvleuelende tydperk van die skof geag word 'n betaalde tydperk te wees waarin daar nie van die werknemer vereis word om te werk nie.

(4) Wanneer daar van 'n werknemer vereis word om hom voor die gewone aanvangstyd vir daardie dag van die week aan te meld, moet hy een en 'n half maal sy uurloon betaal word vir tyd gewerk tot die gewone aanvangstyd van die skof.

(5) Wanneer 'n werknemer (uitgesonderd 'n werknemer wat dringende onderhouds- en/of dringende herstelwerk uitvoer) op 'n Sondag werk, moet hy dubbel die uurloon betaal word vir tyd gewerk en moet hy 'n minimum betaling van dubbel die uurloon vir die ure van 'n gewone skof ontvang: Met dien verstande dat waar die werkgewer werk verskaf om die werknemer besig te hou vir die ure van 'n gewone skof, en die werknemer versuim of weier om die volle tydperk wat van hom vereis word, te werk, sodanige werknemer geregtig is op betaling slegs vir die tydperk wat werklik gewerk is.

(6) Vir die toepassing van hierdie klousule beteken—

“'n gewone skof” een vyfde van die gewone weeklikse werkure van 'n bedryfsinrigting wat 'n werkweek van vyf dae het;

“gewone aanvangstyd” die aanvangstyd op 'n gewone werkdag.

period before and after the interval, during which periods the employee shall not be required or permitted to perform any work and such rest intervals shall be deemed to be part of the ordinary hours of work of the employee concerned; or

(ii) the period of the interval may be reduced to not less than 30 minutes and a 10 minute rest interval shall be observed as nearly as practicable in the middle of the morning work period and the afternoon 10 minute rest interval may be dispensed with subject to the proviso that such an arrangement shall mean that the normal finishing time on Fridays shall be advanced by 60 minutes and employees paid for the equivalent time not so worked;

(iii) when, by reason of any overtime worked, an employer is required to give employees a second interval, such interval may be reduced to an interval of not less than 15 minutes.

(b) Except as provided for in (i), (ii) and (iii) hereof, periods of work interrupted by intervals of less than 60 minutes shall be deemed to be continuous.

(4) Every employer shall display in his establishment in a place readily accessible to his employees a notice specifying the starting and finishing times of work for each shift or shifts of the week and the meal hours.

5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

(1) Time worked by employees after the completion of the usual shifts in the establishment concerned shall be regarded as overtime and be remunerated at one and one-half times the hourly rate.

(2) Overtime shall be voluntary and unless otherwise authorised by the Council, the maximum overtime that may be worked in any week, including Sundays, shall not exceed 10 hours per week.

(3) Where overtime is worked after the completion of the normal hours of a shift, the employee shall be allowed a rest period of at least eight hours after completing the overtime before the next normal shift starts, and where the rest period extends into the next shift the overlapping period into the shift shall be regarded as a paid period which the employee is not required to work.

(4) If an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times his hourly rate for time worked until the usual starting time of the shift.

(5) If an employee (other than an employee engaged on urgent maintenance and/or urgent repairs) works on Sunday, he shall be paid at double the hourly rate for time worked, with a minimum payment of double the hourly rate for the hours of a normal shift: Provided that where the employer provided work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(6) For the purposes of this section—

“a normal shift” means one-fifth of the ordinary weekly hours of work of an establishment working a five-day week;

“usual starting time” means the starting time on an ordinary working day.

(7) Waar 'n werknemer in 'n bepaalde week 'n deel van of al die gewone ure van 'n skof of skofte wat in die betrokke bedryfsinrigting gewerk word, van sy werk af wegbly, moet sodanige gewone ure wat die werknemer nie gewerk het nie, ondanks subklousule (1), afgetrek word van die ure wat sodanige werknemer oortyd gewerk het en vir die ure aldus afgetrek, betaal word teen die werknemer se gewone loon: Met dien verstande dat—

(i) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is meer is as die getal oortyd-ure wat hy gewerk het, daar vir al sodanige oortyd-ure betaal moet word teen die werknemer se gewone uurloon; en

(ii) waar 'n werknemer van sy werk afwesig is met die toestemming van sy werkgever of waar hy afwesig is weens siekte of omstandighede buite sy beheer, hierdie subklousule nie van toepassing is nie en dat daar vir die oortyd-ure wat in so 'n geval gewerk is, betaal moet word teen die oortydloon wat van toepassing is op die oortyd-ure wat hy gewerk het: Met dien verstande dat 'n werkgever kan vereis dat 'n werknemer 'n mediese sertifikaat moet voorlê as bewys van die oorsaak van sy afwesigheid. Betaling ingevolge hierdie subklousule moet geskied volgens klousule 7 van hierdie Ooreenkoms.

(8) 'n Werknemer wat veronreg voel omdat enigeen van die bepalings van subklousule (7) op hom toegepas is, kan by die Raad appél aanteken teen die beslissing wat op hom toegepas is, en die Raad kan na oorweging van die redes wat vir sodanige beslissing aangevoer mag word, sodanige beslissing bekragtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee behoort te gewees het. Appélle ooreenkomstig hierdie subklousule moet aan die Streekraad van die betrokke gebied gerig word.

6. GEREEDHEIDSDIENSTE EN UITROEPING

6.1 Gereedheidsdienste:

(a) 'n Werknemer van wie vereis word om gereedheidsdiens te verrig vanaf Maandag tot Vrydag, moet 'n gereedheidsdienstoelae van R8,00 per dag ontvang, uitgesonderd Saterdag, Sondag en openbare vakansiedae.

(b) 'n Werknemer van wie vereis word om gereedheidsdiens op 'n Saterdag te verrig, moet 'n gereedheidsdienstoelae van R11,00 per dag ontvang.

(c) 'n Werknemer van wie vereis word om gereedheidsdiens op 'n Sondag of openbare vakansiedag te verrig, moet 'n gereedheidsdienstoelae van R16,00 per dag ontvang.

(d) 'n Werknemer wat, terwyl hy gereedheidsdiens verrig, uitgeroep word, moet, benewens die toelae waarvoor in (a), (b) en (c) voorsiening gemaak word, teen oortydtarief betaal word vir die ure gewerk op 'n bepaalde dag soos in (a) en/of (b) en/of (c) hierbo bepaal.

6.2 Uitroeping:

(a) Wanneer 'n werknemer wat gereedheidsdiens verrig, uitgeroep word, moet hy besoldig word teen 'n oortydloon soos in klousule 5 van hierdie Ooreenkoms bepaal; en

(b) Wanneer 'n werknemer wat nie gereedheidsdiens verrig nie, uitgeroep word en hom te eniger tyd tussen 18:00 en 06:00 op 'n nag van die week vir diens aanmeld, moet sodanige werknemer 'n minimum van vier uur se loon betaal word teen 'n oortydloon soos in klousule 5 van hierdie Ooreenkoms bepaal:

Met dien verstande dat 'n werknemer in paragrawe (a) en (b) bedoel daarbenewens betaal moet word vir reistyd na en van sy woonplek af.

(7) Notwithstanding the provisions of subsection (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be remunerated at the employee's ordinary rate: Provided that—

(i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be remunerated at the employee's ordinary hourly rate; and

(ii) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subsection shall not apply and the overtime hours worked in such case shall be remunerated at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence. Payment under this subsection shall be made as provided for in section 7 of this Agreement.

(8) Any employee who is aggrieved by the application to him of any of the provisions of subsection (7) may appeal to the Council against the decision and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. Appeals in terms of this subsection shall be made to the Regional Council of the area concerned.

6. STAND-BY DUTIES AND CALL OUTS

6.1 Stand-by duties:

(a) An employee who is required to be on stand-by on Monday to Friday, excluding Saturdays, Sundays and public holidays, shall receive a stand-by allowance of R8,00 per day.

(b) An employee who is required to be on stand-by on a Saturday shall receive a stand-by allowance of R11,00 per day.

(c) An employee who is required to be on stand-by on a Sunday or public holiday shall receive a stand-by allowance of R16,00 per day.

(d) An employee called out while on stand-by shall, in addition to the allowance provided for in (a), (b) and (c) above, be paid at overtime rates of pay for the hours worked on any one day provided for in (a) and/or (b) and/or (c) above.

6.2 Call-outs:

(a) If an employee on stand-by duty is called out, he shall be remunerated at overtime rates as specified in section 5 of this Agreement; and

(b) if an employee who is not on stand-by duty is called out and he reports for duty at any time between 18:00 and 06:00 on any night of the week, such employee shall be paid a minimum of four hours' pay at overtime rates as specified in section 5 of this Agreement:

Provided that, in addition, an employee referred to in paragraphs (a) and (b) shall be paid for travelling time to and from his place of residence.

7. BETALING VAN VERDIENSTE

(1) (a) Behoudens andersluidende bepalinge moet enige bedrag wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is, weekliks, en wel op Vrydag, in kontant aan hom betaal word. Betaling moet voor of op die gewone uitskeityd geskied en moet alle geld insluit wat aan die werknemer verskuldig is en bereken is tot en met die skof wat op die vorige Dinsdag van dieselfde week voltooi is: Met dien verstande dat waar diens voor die gewone betaaldag eindig, alle geld wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is, aan hom betaal moet word wanneer sy diens aldus eindig.

(b) Elke werknemer moet by betaling 'n staat gegee word wat sy totale verdienste, besoldiging vir gewone tyd en vir oortyd, toelaes en aftrekkings en opgehoopte skofte ten opsigte van vakansieverlof toon.

(2) (a) Ondanks subklousule (1) (a) kan 'n werkgever, met die toestemming of op die versoek van 'n werknemer, toestem dat enige bedrag ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig, tweewekliks of maandeliks in kontant of per tjek aan hom betaal word of in die krediet van sodanige werknemer inbetaal word by 'n bank, bougenootskap of geregistreerde depositonemende instelling wat deur die werknemer benoem is: Met dien verstande dat indien die diens van 'n werknemer eindig voor die gewone betaaldag wat in sy geval van toepassing is, alle betalings wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is, deur die werkgever betaal moet word—

(i) by beëindiging van sy diens; of

(ii) waar die werkgever en die betrokke werknemer onderling ooreenkom op 'n diensbeëindigingstydperk langer as dié waarvoor in hierdie Ooreenkoms voorsiening gemaak word, alle betalings verskuldig aan die werknemer betaal moet word voor of op die laaste dag van die ooreengekome diensbeëindigingstydperk.

(b) 'n Werkgever kan, met die goedkeuring van minstens 75 persent van sy werknemers, ooreenkom dat die bepalinge van hierdie subklousule van toepassing is op alle werknemers in die bedryfsinrigting.

(c) Waar, by onderlinge ooreenkom, die betaalmetode van werkgevers/werknemers van weekliks na maandeliks verander word daar geag dat die Raad sodanige ooreenkom goedgekeur het: Met dien verstande dat—

(i) alle betalings verskuldig aan werknemers ingevolge hierdie Ooreenkoms betaalbaar is aan die werknemer(s) nie later nie as twee volle dae waarop bankbesigheid bedryf word voor die laaste werkdag van elke kalendermaand;

(ii) 'n werknemer/werknemers se maandelikse besoldiging nie minder mag wees nie as die bedrag waarop die werknemer(s) geregtig sou gewees het indien sodanige werknemer(s) weekliks betaal was;

(iii) werknemers se besoldiging verhoog moet word met nie minder nie as die ekwivalent van enige statutêre verhoging betaalbaar ingevolge enige ooreenkoms van die Raad van tyd tot tyd;

(iv) alle ander bepalinge van die Ooreenkoms van toepassing bly tensy vrystelling andersins verleen word;

(v) alle bydraes betaalbaar ingevolge 'n ooreenkoms van die Raad wat van toepassing is op sodanige werknemers(s) gehandhaaf moet word tensy die werknemer(s) of die bedryfsinrigting wetlik vrystel is of uitgesluit is van die betaling van sodanige bydraes.

(d) Voordat subklousule (2) (b) toegepas word, moet die werkgever vooraf minstens drie maande kennis aan die betrokke werknemers en aan die Streekraad gee van die instelling van die maandelikse betaalmetode, en verduidelik op watter wyse die betaling van verdienste in die bedryfsinrigting gedoen sal word.

7. PAYMENT OF EARNINGS

(1) (a) Except as otherwise provided, any amount due to an employee in terms of this Agreement shall be paid weekly, in cash, on Friday. Payment shall be made by not later than the ordinary stopping time, and shall include all payments due to the employee, calculated up to and including the shift completed on the preceding Tuesday of the same week: Provided that where employment terminates before the ordinary pay-day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating.

(b) Every employee shall, on payment, be given a statement showing his total earnings, ordinary time and overtime payments, allowances, deductions and the number of shifts accrued towards holiday leave.

(2) (a) Notwithstanding the provisions of subsection (1) (a), an employer may, with the consent of or at the request of an employee, agree that any amount due to the employee in terms of this Agreement shall be paid fortnightly or monthly in cash or by cheque or to the credit of such employee with a bank, building society or registered deposit-receiving institution as nominated by the employee: Provided that where employment terminates before the ordinary pay-day applicable to such an employee, the employer shall pay all payments due to such an employee in terms of this Agreement—

(i) upon his employment so terminating; or

(ii) where the employer and employee concerned mutually agree to a termination of employment period longer than the period provided for in this Agreement, all payments due to the employee shall be paid by not later than the last day of the termination of employment period agreed upon.

(b) An employer may, with the consent of at least 75 per cent of his employees, agree that the provisions of this subsection shall apply to all employees in the establishment.

(c) Where, by mutual agreement, the method of payment of employers/employees changes from weekly to monthly, the Council shall be deemed to have approved such agreement: Provided that—

(i) all payments due to the employee/s in terms of this Agreement shall be payable to the employee/s by not later than two clear banking days before the last working day of each calendar month;

(ii) the monthly remuneration of an employee/employees shall not be less than the amount the employee/s would have been entitled to, had such employee/s been paid weekly;

(iii) employee salaries shall be increased by not less than the equivalent of any statutory increase payable in terms of any Council agreement from time to time;

(iv) all other provisions of the Agreement shall continue to apply unless otherwise exempted;

(v) all contributions payable in terms of any Council Agreement applicable to such employee shall be maintained unless the employee/s or the establishment is legally exempted or excluded from payment of such contributions.

(d) Before applying the provisions of subsection (2) (b), the employer shall give to the employees concerned and to the Regional Council at least three months' notice in advance of the introduction of monthly payment, specifying the manner in which payment of earnings shall be made in the establishment.

(e) 'n Werknemer wat in diens geneem word by 'n bedryfs- inrigting waar die bepalings van subklousule (2) (b) van toepassing is, moet geag word sodanige maandelikse betaalmetode as 'n diensvoorwaarde te aanvaar het.

(f) Ondanks andersluidende bepalings in hierdie Ooreenkoms kan verlofbesoldiging en 'n verlofbonus betaal word ooreenkomstig subklousule (2) op dieselfde manier as dié waarop die werknemer se verdienste aan hom betaal word.

(3) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen bedrag, van watter aard ook al, uitgesonderd die volgende, van die bedrag wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuld is, afgetrek word nie:

(a) Vir eethuisdienste, wanneer die aftrekking by aftrekorder gemagtig is en deur die werknemer beëindig kan word deur hoogstens 28 dae vooraf kennis te gee dat hy sy toestemming tot hierdie aftrekking intrek;

(b) waar 'n werknemer van die werk afwesig is, en ook waar hy afwesig is met verlof sonder betaling wat verleen is ter verlenging van verlof met betaling waarvoor hierdie Ooreenkoms voorsiening maak, 'n bedrag in verhouding tot die duur van sodanige afwesigheid;

(c) met die skriftelike toestemming van die werknemer, bedrae vir siektebystands-, versekerings-, pensioen- en voorsorgfondse of bydraes tot ontspanningsfondse;

(d) aftrekking van vakverenigingsledegeld;

(i) 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 werkgever afgetrek word van die lone wat kragtens enige ooreenkoms in werking in die Nywerheid, aan 'n werknemer betaalbaar is;

(ii) waar versoek by wyse van afsonderlik getekende aansoeke om 'n aftrekorder en waar ooreengekom op maatskapskapsvlak, kan die werkgever ledegeld van 'n geregistreerde vakvereniging wat nie 'n party is by hierdie Ooreenkoms nie, aftrek van die lone wat kragtens enige ooreenkoms in werking in die Nywerheid aan 'n werknemer betaalbaar is, en die werkgever moet die Raad skriftelik in kennis stel van sodanige aftrekking;

(iii) Waar versoek by wyse van afsonderlik getekende aansoeke om 'n aftrekorder en waar ooreengekom op maatskapskapsvlak, kan die werkgever ledegeld van 'n ongeregistreerde vakvereniging wat nie 'n party is by hierdie Ooreenkoms nie, 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 vooraf verkry is en die werkgever die Raad dienooreenkomstig in kennis stel en bewys lewer van die Ministeriële goedkeuring;

(e) bydraes tot die fondse van die Raad;

(f) enige bedrag wat 'n werkgever ingevolge 'n wet, ordonansie of regsprosedure namens 'n werknemer moet betaal en wel betaal het;

(g) waar 'n werkgever, as gevolg van 'n klerklike of boekhou- of administratiewe fout of foutiewe berekening, aan 'n werknemer besoldiging betaal wat meer is as die bedrag wat regtens betaalbaar is, is die werkgever daarop geregtig om die bedrag van die oorbetalings te verhaal deur bedrae van latere lone en/of verdienste af te trek behoudens onderstaande bepalings:

(i) Sodanige bedrag kan van een of meer betalings van lone of verdienste afgetrek word, maar geen enkele aftrekking mag meer as 15 persent van die loon of verdienste waarvan dit afgetrek word, bedrae nie;

(e) Any employee entering into employment in an establishment where the provisions of subsection (2) (b) apply, shall be deemed to have accepted such monthly payment as a condition of employment.

(f) Notwithstanding anything to the contrary contained in this Agreement, payment of leave pay and bonus may be made in accordance with the provisions of subsection (2) in the same manner as that by which payment of earnings is made.

(3) Except as otherwise provided in this Agreement, no deduction of any description, other than the following, may be made from the amount payable in terms of this Agreement to any employee:

(a) For canteen services where the deduction is authorised by stop order terminable by the employee at not more than 28 days' notice of termination of his agreement to this deduction;

(b) where an employee is absent from work, including absence during any unpaid leave granted in extension of the paid leave provided for in this Agreement, a *pro rata* amount for the period of such absence;

(c) with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds or contributions to recreation funds;

(d) deductions for trade union subscriptions as follows:

(i) 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;

(ii) 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;

(iii) 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 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: Provided that prior Ministerial approval in terms of section 78 (1C) of the Act is obtained and the Council is notified in writing by the employer of such deduction and proof of Ministerial approval is provided;

(e) contributions to the funds of the Council;

(f) any amount that an employer is obliged by law, ordinance or legal process to pay and has paid on behalf of an employee;

(g) where an employer, owing to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:

(i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 15 per cent of the wages or earnings from which it is deducted;

(ii) sodanige bedrae mag nie van enige verlofbesoldiging of verlofbonus wat ingevolge hierdie Ooreenkoms of aan die werknemer of aan die Raad betaalbaar is, afgetrek word nie;

(iii) geen sodanige bedrag of bedrae mag afgetrek word tensy die werkgewer die werknemer voor die eerste aftrekking en die Raad binne sewe dae na die eerste aftrekking skriftelik in kennis stel van die omstandighede waaronder die oorbetalings geskied het, die bedrag van sodanige oorbetalings en die bedrag van die voorgestelde aftrekking of aftrekkings;

(h) op die skriftelike versoek van die werknemer, bedrae wat hy nodig het om sy aanspreeklikheid te verminder op 'n lening wat aangegaan is vir die aankoop of verbetering van vaste eiendom van die werknemer of vir die delging van 'n lening aan die werknemer teen sekuriteit van sodanige eiendom, of sodanige eiendom nou as volle of gehuurde eiendom, deeltitel of andersins deur die werknemer gehou word of gehou gaan word of nie: Met dien verstande dat—

(i) die werknemer of 'n afhanklike van die werknemer sodanige eiendom okkupeer of sal okkupeer;

(ii) geen bedrag van enige verlofbonus of verlofbesoldiging by diensbeëindiging wat kragtens die Ooreenkoms aan of die werknemer of die Raad betaalbaar is, afgetrek mag word nie;

(iii) geen enkel aftrekking meer mag wees as 25 persent van die verdienste vóór aftrekking van alle ander bedrae, uitgesonderd besoldiging vir oortydwerk;

(iv) die leningkrediteur die werkgewer is of 'n pensioen- of voorsorgfonds wat kragtens die reëls daarvan handel, 'n bougenootskap, enige ander organisasie deur die Raad goedgekeur of enige een of meer van sodanige persone of liggame wat gesamentlik handel.

(4) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie geld ten opsigte van opleidingskemas waartoe 'n werkgewer regtens moet bydrae nie.

(5) Waar werk in 'n bedryfsinrigting of op 'n plek verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgewer die loon van elke werknemer afsonderlik aan hom betaal.

(6) Van geen werknemer kan as deel van sy dienskontrak vereis word om kos of inwoning of albei van sy werkgewer aan te neem of om enige goedere van sy werkgewer te koop of enige eiendom van hom te huur nie. Indien 'n werknemer instem om kos of inwoning of albei van sy werkgewer aan te neem, kan die werkgewer 'n bedrag, soos ooreengekom vir die betaling van kos of inwoning of albei van die werknemer se lone of verdienste aftrek: Met dien verstande dat die Raad skriftelik in kennis gestel word daarvan en van die bedrag daarvan voordat genoemde aftrekkings gemaak word.

8. GEREEDSKAPTOELAE

Die werkgewer moet die volgende gereedskap en uitrusting, in goeie orde en toestand, aan hyserwerktuigkundiges verskaf: draadsgnygereedskap soos stokke, snyblokke, snytappe en pypskroewe; blaaslampe; vyle; ystersaaglemme; groot hamers van 1,5 kg en meer; beitels vir nasnywerk; staaltrekbande; ompolingsgereedskap; spanskroewe en veiligheids gordels.

9. GEREEDSKAPVERSEKERING

Elke werkgewer moet 'n skema in werking stel wat sal verseker dat werknemers se persoonlike gereedskap en/of uitrusting verseker word teen brand en/of diefstal vir 'n bedrag van R750 per werknemer.

(ii) no such deduction shall be made from any leave pay or leave bonus payable under this Agreement either to the employee or to the Council;

(iii) no such deduction or deductions shall be made unless the employer, in writing, notifies the employee prior to the time of the first deduction, and the Council within seven days of the first deduction, of the circumstances under which the overpayment was made, of the amount thereof, and of the amount of the proposed deduction or deductions;

(h) upon the written request of the employee, deductions required by him for the purpose of reducing his liability on a loan which has been made for the purchase or improvement of immovable property of the employee or the redemption of any loan to the employee against the security of such property, whether such property is held or to be held by the employee freehold or on leasehold, sectional title or otherwise: Provided that—

(i) such property is occupied or will be occupied by the employee or a dependant of the employee;

(ii) no deduction shall be made from any leave bonus or termination leave pay payable under the Agreement either to the employee or to the Council;

(iii) no single deduction shall exceed 25 per cent of the earnings, before all other deductions, but excluding any payment for overtime;

(iv) the loan creditor is the employer, a pension or provident fund acting in terms of its rules, a building society, any other organisation approved by the Council or any one or more of such persons or bodies acting jointly.

(4) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subsection shall not apply in respect of training schemes to which the employer is legally required to contribute.

(5) Where in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings separately by the employer.

(6) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer, nor to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amount as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made of the amounts thereof.

8. TOOL ALLOWANCE

The employer shall provide, in good order and condition, the following tools and equipment to lift mechanics: screwing tackle, such as stocks, dies, taps and pipe vices; blow-lamps; files; hacksaw blades; large hammers of 1,5 kg and over; chisels for chasing; steel draw tapes; plugging tools; draw vices and safety belts.

9. TOOL INSURANCE

Every employer shall inaugurate a scheme to ensure that the personal tools and/or equipment of employees are insured against fire or theft for an amount of R750 per employee.

10. BETALING VIR OPENBARE VAKANSIEDAE

(1) (a) Indien 'n werknemer nie op 'n openbare vakansiedag wat op 'n dag val wat vir hom andersins 'n gewone werkdag sou wees, werk nie, moet hy teen sy gewone uurloon vir die gewone werkdag vir daardie dag van die week besoldig word. Ondanks hierdie subklousule, wanneer Nuwerjaarsdag op 'n Sondag val, is die Maandag wat onmiddellik na sodanige Sondag volg, 'n openbare vakansiedag.

(b) Indien 'n werknemer op 'n openbare vakansiedag werk wat op 'n dag val wat vir hom andersins 'n gewone werkdag sou wees, moet hy besoldig word vir die getal ure waarvoor besoldiging ingevolge subklousule (1) (a) betaal moet word; daarbenewens moet hy een en twee derde maal die uurloon betaal word vir tyd gewerk tot die genoemde getal ure, en daarna moet hy twee en 'n half maal die uurloon betaal word tot die gewone aanvangstyd die volgende dag.

(c) Indien 'n werknemer op 'n openbare vakansiedag werk wat op 'n dag val wat nie vir hom andersins 'n gewone werkdag sou wees nie, moet hy 'n bedrag betaal wat nie minder is nie as die loon wat aan hom betaalbaar is ten opsigte van die tyd wat gewoonlik deur hom op 'n werkdag gewerk word; daarbenewens moet hy een en twee derde maal die uurloon betaal word vir die tyd gewerk en daarna moet hy twee en twee derde maal die uurloon betaal word tot die gewone aanvangstyd die volgende dag.

(2) Ondanks subklousule (1) (a) moet 'n werknemer van wie sy werkgewer vereis dat hy die skof onmiddellik voor en/of onmiddellik na 'n openbare vakansiedag moet werk en wat van die werk op sodanige skof of skofte wegbly, nie vir sodanige vakansiedag betaal word nie tensy hy afwesig is met die toestemming van die werkgewer of weens siekte of omstandighede buite sy beheer of tensy die ure van die betrokke skof of skofte ingewerk is, en in so 'n geval moet sodanige werknemer vir die dag betaal word soos in hierdie klousule bepaal: Met dien verstande dat die bepalinge van hierdie subklousule nie van toepassing is nie wanneer 'n werknemer op sodanige openbare vakansiedag werk.

(3) Subklousule (2) is nie van toepassing nie ten opsigte van 'n openbare vakansiedag wat val binne 'n werknemer se verloftydperk soos bepaal in klousule 13, 13bis of 14 van hierdie Ooreenkoms. In al sulke gevalle moet besoldiging vir sodanige openbare vakansiedag geskied soos in subklousule (1) bepaal.

(4) Subklousule (2) is van toepassing ten opsigte van 'n openbare vakansiedag wat op 'n dag val wat andersins 'n gewone werkdag vir die werknemer sou wees: Met dien verstande dat waar 'n openbare vakansiedag die verloftydperk onmiddellik voorafgaan, kan daar van die werknemer slegs vereis word om op die dag voor sodanige openbare vakansiedag te werk en waar 'n openbare vakansiedag onmiddellik na die verloftydperk volg, kan daar van die werknemer slegs vereis word om op die dag na sodanige openbare vakansiedag te werk.

(5) Vir die toepassing van hierdie klousule is die gewone uurloon van werknemers wat aansporingsbonuswerk verrig, die uurloon wat vir die betrokke klas werk in hierdie Ooreenkoms gelys is.

(6) 'n Werknemer wat gegrief voel omdat subklousule (2) op hom toegepas is, kan by die Raad appél aanteken teen die beslissing wat op hom van toepassing gemaak is en die Raad kan, na oorweging van die redes wat vir sodanige beslissing aangevoer word, daardie beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes gewees het. Appélle ingevolge hierdie subklousule moet aan die Streekraad van die betrokke gebied gerig word.

10. PAYMENT FOR PUBLIC HOLIDAYS

(1) (a) If an employee does not work on a public holiday that falls on a day which would otherwise be an ordinary working day for such an employee, he shall be paid at his ordinary hourly rate for the ordinary working hours of that day of the week. Notwithstanding the provisions of this subsection, whenever New Year's Day falls on a Sunday, the Monday immediately following such Sunday shall be a public holiday.

(b) If an employee works on a public holiday that falls on a day which would otherwise be an ordinary working day for such an employee, he shall be paid for the number of hours payable in terms of subsection (1) (a) and, in addition, he shall be paid at one and two third times the hourly rate for time worked up to the said number of hours. Thereafter he shall be paid two and a half times the hourly rate until the usual starting time the next day.

(c) If an employee works on a public holiday that falls on a day which would otherwise not be an ordinary working day for such an employee, he shall be paid an amount which shall be not less than the wage payable to such an employee in respect of the time which is ordinarily worked by him on a working day and, in addition, he shall be paid at one and two third times the hourly rate for time worked. Thereafter he shall be paid two and two thirds the hourly rate until the usual starting time the next day.

(2) Notwithstanding the provisions of subsection (1) (a) an employee who is required by his employer to work the shift immediately preceding and/or following any public holiday and who absents himself from work on such shift or shifts shall not be paid for such holiday unless he is absent with the permission of his employer or on account of sickness or circumstances beyond his control, or the hours of the shift or shifts concerned have been worked in, in which event payment shall be made for the day as provided for in terms of this section: Provided that the provisions of this subsection shall not apply whenever an employee works on such public holiday.

(3) The provisions of subsection (2) shall not apply to a public holiday which falls within an employee's leave period as provided for in sections 13, 13bis or 14 of this Agreement. In all such instances remuneration for such public holiday shall be as provided for in subsection (1).

(4) The provisions of subsection (2) shall apply to a public holiday that falls on a day which would otherwise have been an ordinary working day for an employee: Provided that where a public holiday immediately precedes the leave period, the employee may be required to work only on the day prior to such public holiday and where a public holiday immediately follows the leave period, the employee may be required to work only on the day following such public holiday.

(5) For the purposes of this section, the ordinary hourly rate of employees employed on incentive bonus work shall be the hourly rate for the class of work scheduled in this Agreement.

(6) Any employee who is aggrieved by the application to him of any of the provisions of subsection (2) may appeal to the Council against the decision and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. Appeals in terms of this subsection shall be made to the Regional Council of the area concerned.

11. ADDISIONELE VAKANSIEDAG

Die bepalings van klousule 10 is *mutatis mutandis* van toepassing ten opsigte van 16 Junie 1992.

11bis. SPESIALE BEPALINGS TEN OPSIGTE VAN 21 MAART 1992

Indien 'n werknemer op 21 Maart 1992 van sy gewone skof afwesig is, is hy nie geregtig op betaling vir sodanige skof nie, maar die werkgever mag geen dissiplinêre stappe teen sodanige werknemer ten opsigte van sodanige afwesigheid doen nie.

12. KORTTYDWERK

(1) 'n Werkgever kan sy werknemers 'n kleiner getal ure as die gewone werkure van sy bedryfsinrigting laat werk as gevolg van enige van die volgende:

(a) 'n Tekort aan werk en/of materiaal, en in dié geval moet 'n werkgever sy werknemers twee volle werkdag vooruit kennis gee van sy voorneme om korttyd te werk en moet hy sover doenlik die beskikbare werk onder die betrokke werknemers verdeel. As die werkgever uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld ten einde vas te stel of daar werk beskikbaar gemaak sal word, moet sodanige werknemer ten opsigte van daardie dag minstens vier uur werk gegee word of besoldiging in plaas daarvan ontvang. As daar nie van die werknemer vereis word om hom by die bedryfsinrigting aan te meld nie, moet die werkgever die werknemer op die werkdag onmiddellik voor die dag waarop hy hom nie hoef aan te meld nie, daarvan in kennis stel.

(b) Onvoorsiene toevallige gebeurtenisse en/of omstandighede buite die werkgever se beheer. Ingeval voornoemde omstandighede ontstaan, word daar nie van die werkgever vereis om lone aan sy werknemers te betaal nie, uitgesonderd lone vir die tydperke wat daar werklik gewerk is: Met dien verstande dat as 'n werkgever reken dat die werk hervat kan word en hy sy werknemers uitdruklik gelas om hulle op 'n bepaalde dag vir werk aan te meld, hulle ten opsigte van sodanige dag minstens vier uur se werk gegee moet word of besoldiging in plaas daarvan moet ontvang. Onvoorsiene gebeurtenisse en/of omstandighede buite die beheer van die werkgever soos in hierdie paragraaf bedoel, sluit nie gure weer in nie.

(2) Kort skofte deur werknemers gewerk terwyl korttyd gewerk word, moet as vol skofte gereken word. Vir doeleindes van verlof met besoldiging in klousule 13 van hierdie Ooreenkoms bedoel, moet werknemers wat 27 uur of langer versprei oor 'n tydperk van drie of vier dae werk, bo en behalwe die werklike skofte gewerk met een addisionele skof gekrediteer word.

(3) 'n Werkgever moet die Streekraad in die betrokke gebied soos volg in kennis stel dat korttyd gewerk word:

(a) Ooreenkomstig subklousule (1) (a) hierbo, terselfdertyd wanneer die werknemers daarvan verwittig word; en

(b) ooreenkomstig subklousule (1) (b) hierbo, binne sewe dae na die gebeurtenis wat daartoe gelei het dat korttyd gewerk moet word.

13. VERLOFBESOLDIGING

1. Die verlofbesoldiging waarvoor daar in hierdie klousule voorsiening gemaak word, moet behoudens (a), (b), (c) en (d) hiervan, bereken word teen die uurloon wat in hierdie Ooreenkoms omskryf word en wat die werknemer ontvang of geregtig is om te ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer.

11. ADDITIONAL HOLIDAY

The provisions of section 10 shall *mutatis mutandis* apply in respect of 16 June 1992.

11bis. SPECIAL PROVISIONS RELATING TO 21 MARCH 1992

Should an employee be absent from his normal shift on 21 March 1992 he shall not be entitled to payment for the shift, but the employer shall not institute any disciplinary procedures against such employee in respect of such absence.

12. SHORT TIME

(1) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment, owing to any one of the following:

(a) A shortage of work and/or materials, in which case an employer shall give his employees two clear working days' notice of his intention to work short time, and he shall, so far as is practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be made available, such employee shall receive not less than four hours' work or pay in lieu thereof in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend.

(b) Unforeseen contingencies and/or circumstances beyond the control of the employer. If the aforementioned circumstances should arise, an employer shall not be required to pay wages to his employees, except for the periods actually worked: Provided that if the employer believes that work may be resumed and he expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof in respect of such day. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph shall not include inclement weather.

(2) Short shifts worked while working short time shall count as shifts actually worked. Employees working 27 hours or more spread over three or four days shall be credited with one additional shift over and above those shifts actually worked for purposes of the paid leave referred to in section 13 of this Agreement.

(3) An employer shall notify the Regional Council in the area concerned of the working of shorttime:

(a) in terms of subsection (1) (a) above, at the same time as the employees are notified; and

(b) in terms of subsection (1) (a) above, within seven days of the occurrence which led to the working of shorttime.

13. LEAVE PAY

1. Leave payments provided for in this section shall, subject to (a), (b), (c) and (d) hereof, be computed at the hourly rate, as defined in this Agreement, which the employee is receiving or entitled to receive on the date of qualification for his paid leave.

(a) Die verlofbesoldiging van 'n werknemer wat verlof neem op die datum waarop hy daarop geregtig word of wat verlof neem binne vier maande vanaf die datum waarop hy daarop geregtig word soos in klousule 13 (2) (g) van hierdie Ooreenkoms bepaal, moet bereken word teen die loon wat van toepassing was op die datum toe hy op sodanige verlof geregtig geword het: Met dien verstande dat as die werknemer se verlof op versoek van die werkgever uitgestel word en binne vier maande vanaf die kwalifikasiedatum geneem word, die werknemer sy verlof besoldiging betaal moet word bereken teen die loon wat van toepassing is op die datum waarop hy met verlof gaan: Voorts met dien verstande dat indien 'n statutêre verhoging plaasvind tussen die kwalifikasiedatum en die datum waarop hy van sy verlof terugkeer, sy verlofbesoldiging binne sewe dae nadat hy van sy verlof teruggekeer het, aangepas moet word met terugwerkende krag vanaf die datum van inwerkingtreding van sodanige verhoging.

(b) Die verlofbesoldiging van 'n werknemer ten opsigte van wie die Raad op sy eie versoek vrystelling verleen het om sy verlof te neem na die tydperk van vier maande waarvoor in klousule 13 (2) (g) van hierdie Ooreenkoms voorsiening gemaak word, moet, behoudens die voorwaardes in die vrystellingssertifikaat vervat, bereken word teen die loon wat van toepassing was op die datum waarop die werknemer op verlof geregtig geword het: Met dien verstande dat vir die doeleindes van hierdie berekening die toepaslike loon, behoudens subparagrafe (i) en (ii) hiervan, die statutêre verhoging moet omvat wat van toepassing geword het na die datum waarop die werknemer vir verlof gekwalifiseer het.

(i) In die geval van 'n werknemer wat ingevolge klousule 13 (2) van hierdie Ooreenkoms geregtig is op drie agtereenvolgende weke verlof met besoldiging, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van enige statutêre verhoging wat van krag geword het binne 'n tydperk van drie weke vanaf die datum waarop die werknemer vir die verlof gekwalifiseer het.

(ii) In die geval van 'n werknemer wat ingevolge klousule 14 van hierdie Ooreenkoms geregtig is op vier agtereenvolgende weke verlof met besoldiging, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van enige statutêre verhoging wat van krag geword het binne 'n tydperk van vier weke vanaf die datum waarop die werknemer vir verlof gekwalifiseer het.

(c) Die verlofbesoldiging van 'n werknemer wie se verlof op versoek van die werkgever, en nadat daar om vrystelling aansoek gedoen is en die Raad dit toegestaan het, uitgestel word tot na die tydperk van vier maande waarvoor in klousule 13 (2) (g) van hierdie Ooreenkoms voorsiening gemaak word, moet behoudens die voorwaardes in die vrystellingssertifikaat vervat, bereken word teen die loon wat van toepassing is op die datum waarop die werknemer werklik met verlof gaan. Indien daar enige statutêre verhoging plaasvind terwyl die werknemer met verlof is, moet die werkgever die verlofbesoldiging binne sewe dae nadat die werknemer van sy verlof teruggekeer het, aanpas met die bedrag van sodanige verhoging, met terugwerkende krag vanaf die datum waarop die verhoging van krag geword het.

(d) Ondanks andersluidende bepalings moet die werkgever aan 'n werknemer wat ingevolge die Verdedigingswet, 1957, die aanvangs tydperk van nasionale diens moet ondergaan, voor die aanvang van genoemde tydperk alle verlofbesoldiging betaal wat ingevolge klousules 13 en 14 verskuldig is asook alle verlofbonusse wat ingevolge klousule 15 van hierdie Ooreenkoms verskuldig is.

Betaling van die verlofbesoldiging en die verlofbonus in hierdie omstandighede moet geensins vertolk word as diensbeëindiging of as vrystelling vir die werkgever van sy verpligtinge ingevolge die Verdedigingswet, 1957, of van 'n ander statutêre bepaling solank sodanige werknemer militêre diens ondergaan nie.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto, as provided for in section 13 (2) (g) of this Agreement, shall be calculated at the rate applicable as at the date on which he became entitled to such leave: Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave: Provided further that if any statutory increase occurs during the period between the qualification date and the date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospective from the date of coming into force of such increase.

(b) The leave pay of an employee in respect of whom the Council has granted an exemption at his own request to take his leave after the four-month period provided for in section 13 (2) (g) of this Agreement, shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee became entitled to leave: Provided that for the purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include any statutory increase which comes into effect subsequent to the date on which the employee qualifies for leave.

(i) In the case of an employee entitled to three consecutive weeks' paid leave, in terms of section 13 (2) of this Agreement, the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of three weeks from the date on which the employee qualified for the leave.

(ii) In the case of an employee entitled to four consecutive weeks' paid leave, in terms of section 14 of this Agreement, the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of four weeks from the date on which the employee qualified for leave.

(c) The leave pay of an employee whose leave, at the request of an employer, and after exemption has been applied for and been granted by the Council, is postponed beyond the four-month period provided for in section 13 (2) (g) of this Agreement, shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee actually proceeds on leave. If any statutory increase occurs while the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay by the amount of such increase retrospectively from the date on which such increase became effective.

(d) Notwithstanding any provisions to the contrary, where an employee is called upon to undergo the initial period of national service in terms of the Defence Act, 1956, the employer shall, prior to the commencement of the said period, pay to such employee all leave pay due in terms of sections 13 and 14 and all leave bonus pay due in terms of section 15 of this Agreement.

Payment of the leave pay and the leave bonus under these circumstances shall in no way be construed as termination of employment or as absolving the employer from his obligations in terms of the Defence Act, 1957, or any other statutory enactment while such employee is undergoing military service.

(2) Elke werknemer is kragtens hierdie Ooreenkoms en behoudens onderstaande voorwaardes op drie agtereenvolgende weke verlof met besoldiging geregtig:

(a) Die kwalifikasie vir verlof met besoldiging (ongeach of hy vir een of meer as een werkgewer gewerk het) is 234 skofte, uitgesonderd oortydwerk, wat hy werklik op die grondslag van vyf dae per week gewerk het: Met dien verstande dat—

(i) behoudens andersluidende bepalings vervat in voorbehoudsbepaling (ii), diens tyd by dieselfde werkgewer vir minder as 25 skofte op 'n grondslag van vyf dae per week, nie vir verlof met besoldiging tel nie: Met dien verstande dat 'n werknemer wie se diens beëindig word nadat hy 15 skofte op 'n grondslag van vyf dae per week gewerk het, vir die doel van verlof met besoldiging gekrediteer moet word met die getal skofte wat hy werklik vir daardie werkgewer gewerk het: Voorts met dien verstande dat, waar 'n werknemer se diens ooreenkomstig hierdie voorbehoudsbepaling onderbreek word en hy sy werk by dieselfde werkgewer hervat, hy vir die doel van verlof met besoldiging gekrediteer moet word met die totale getal skofte wat hy vir sodanige werkgewer gewerk het, mits hy nie intussen vir 'n ander werkgewer gewerk het nie;

(ii) die tydperke van afwesigheid weens siekte wat hoogstens 43 skofte op 'n grondslag van vyf dae per week in een kwalifiseertydperk vir verlof met besoldiging beloop, vir die doel van verlof met besoldiging moet tel: Met dien verstande dat 'n werkgewer daarop geregtig is om van die werknemer te vereis om 'n mediese sertifikaat as bewys van die oorsaak van sy afwesigheid in te dien (tydperke van afwesigheid weens 'n ongeluk wat ontstaan het uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes tel as daar vasgestel is dat sodanige ongeluk binne die bepalings van die Ongevallewet, 1941, val, en die tydperke van afwesigheid wat vir doeleindes van verlof met besoldiging tel, is die tydperke van ongeskiktheid wat ingevolge genoemde Wet erken word).

(b) 'n Werknemer se verloftydperk moet vier naweke insluit en oor een ononderbroke tydperk strek.

(c) Indien 'n werknemer met verlof gaan, moet die werkgewer, behoudens klousule 10 (3) van hierdie Ooreenkoms, sodanige werknemer se verlof verleng met een werkdag met volle besoldiging ten opsigte van elke openbare vakansiedag wat binne sodanige werknemer se verloftydperk op 'n dag val wat andersins vir hom 'n gewone werkdag sou gewees het.

(d) Indien 'n werknemer van wie sy werkgewer vereis om op 'n ander plek as sy gewone woonplek te werk, op die punt staan om sy verlof met besoldiging te neem, begin en eindig sodanige verlof op die woonplek van daardie werknemer, mits hy na sy woonplek terugkeer.

(e) 'n Werknemer moet binne een maand vanaf die datum waarop hy op verlof geregtig geword het, aansoek daarom doen.

(f) Die werkgewer moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande na die datum waarop dit verskuldig geword het.

(g) 'n Werknemer is geregtig op sy verlof en moet dit neem binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het, tensy die Raad vrystelling in hierdie verband verleen.

(h) Geen werknemer mag gedurende sy verloftydperk lonende werk verrig nie.

(3) (a) Wanneer 'n werknemer op die punt staan om sy verlof met besoldiging te neem, moet die geld wat daarvoor aan hom betaalbaar is, deur sy werkgewer op die wyse soos voorsien in klousule 7 van hierdie Ooreenkoms aan hom betaal word wanneer hy met verlof gaan.

(2) Every employee shall be entitled under this Agreement to three consecutive weeks' paid leave subject to the following conditions:

(a) The qualification for the paid leave (whether worked for one employer or more) shall be 234 shifts, exclusive of overtime actually worked on a five-day week basis. Provided that—

(i) except as otherwise provided for in proviso (ii), employment with the same employer for less than 25 shifts on a five-day week basis shall not count for paid leave: Provided that an employee whose employment is terminated after he has worked 15 shifts on a five-day week basis shall be credited for purposes of paid leave with the number of shifts he has actually worked for that employer: Provided further that where an employee's service is broken in terms of this proviso and he resumes work for the same employer he shall, if he has not worked for another employer in the interim, be credited for purposes of paid leave with the total number of shifts worked for such employer;

(ii) periods of absence on account of sickness totalling not more than 43 shifts on a five-day week basis in any one qualifying period for paid leave shall count for paid leave: Provided that an employer shall be entitled to call upon the employee for a medical certificate in proof of cause of absence (periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes if it has been determined that such accident falls under the Workmen's Compensation Act, 1941, and the periods of absence counting for purposes of paid leave shall be the periods of disablement contemplated by the said Act).

(b) An employee's leave shall include four weekends and be for one unbroken period.

(c) Should an employee proceed on leave the employer shall, subject to section 10 (3) of this Agreement, for each public holiday which falls within the employee's period of leave and which would otherwise have been an ordinary working day for such an employee, extend the leave period by one working day with full pay.

(d) If an employee who is required by his employer to work away from his usual place of domicile takes his paid leave, the leave shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.

(e) Application for leave shall be made by an employee within one month of the date on which he becomes entitled thereto.

(f) The leave shall be granted by the employer so as to commence within a period of four months of the date on which the leave is due.

(g) An employee shall be entitled to and shall take his leave within a period of four months from the date on which the leave is due, unless exemption has been granted by the Council.

(h) No employee shall engage in any employment for gain during the period of his leave.

(3) (a) When an employee takes his paid leave, the moneys payable to him for leave purposes shall be paid to him, in the manner provided for in section 7 of this Agreement, by his employer on his proceeding on leave.

(b) Die werkgever moet, wanneer hy die bedrag betaal wat in (a) en in klousules 14 en 15 van die Ooreenkoms bedoel word, aan die Raad 'n verlofbesoldigings- en bonuskwitansie stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening as ontvangsbewys van die betaling bevat.

(4) Wanneer die diens van 'n werknemer eindig voordat hy kragtens subklousule (2) op verlof met besoldiging geregtig geword het, moet verlofbesoldiging eweredig aan die getal skofte gewerk, aan hom betaal word of moet 'n bewysstuk wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat die getal skofte meld wat vir verlofdoeleindes tel, op sy versoek aan sodanige werknemer verskaf word. In sodanige geval moet die werknemer die bewysstuk ontvang sodra hy die werkgever se diens verlaat en die werkgever moet die geldekwivalent van die verlof waarop die werknemer aldus geregtig is en wat bereken is ooreenkomstig subklousule (1), min enige bedrag wat ingevolge die wet vir doeleindes van inkomstebelasting afgetrek moet word, onmiddellik stuur aan die Sekretaris van die Streekraad vir die gebied waarin die werknemer werksaam was.

(5) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om met sy werk voort te gaan, is die bedrag wat ten opsigte van sy verlof met besoldiging verskuldig is, aan sy boedel of aan hom, na gelang van die geval, betaalbaar.

(6) (a) Na verloop van minstens 49 weke, gereken vanaf die datum waarop die diens tydperk begin het wat deur die bewysstuk gedek word, is 'n werknemer aan wie 'n bewysstuk ooreenkomstig subklousule (4) verstrek is en wat nie meer in die Nywerheid in diens is nie, behoudens paragraaf (b) daarop geregtig om by aanbidding van die bewysstuk aan die Raad in die streek van herkoms betaling te ontvang van enige onbetaalde saldo waarmee hy in die boeke van die Raad gekrediteer is.

(b) 'n Bewysstuk wat ingevolge subklousule (4) aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar met ingang van die datum waarop sodanige werknemer sy laaste skof gewerk het, en bedrae waarmee 'n werknemer in die boeke van die Raad gekrediteer is, val hy die verstryking van sodanige tydperk aan die Raad toe. Bedrae wat aldus aan die Raad toeval, moet gestort word in 'n fonds, bekend as die "trustfondsvoorskotfonds", waaruit die Raad uitsluitlik na sy goedvinde—

(aa) die geldekwivalent van die verlof met besoldiging waarop werknemers geregtig is en wat aan die Raad gestuur moet word ooreenkomstig subklousule (4) en/of die geldekwivalent van die verlofbonus waarop sodanige werknemers geregtig is en wat ingevolge klousule 15 van hierdie Ooreenkoms aan die Raad gestuur moet word, na gelang van die geval, aan die betrokke werknemers kan voorskiet; of

(ab) die hele bedrag of 'n gedeelte van die bedrag van die lone en/of verdienste en/of die geldekwivalent van die verlof met besoldiging en/of die verlofbonus waarop werknemer geregtig is, aan sodanige werknemers kan betaal in gevalle waar die werknemers sodanige geld of 'n deel daarvan andersins sou verloor het vanweë die insolvensie of likwidasië van 'n werkgever. Met dien verstande—

(i) dat bedrae wat ingevolge paragraaf (b) aan die Raad toeval en wat die Raad mag beskou as meer as 'n voldoende reserwe in die Trustfondsvoorskotfonds, aan die fondse van die Raad mag toeval, maar sodanige geld kom nie die Trustfondsvoorskotfonds of die fondse van die Raad toe nie totdat 'n verdere tydperk van ses maande verloop het na die verstryking van die tweejaartermyn, en alle geldige eise wat gedurende sodanige tydperk van ses maande ingedien word, moet deur die Raad betaal word;

(b) The employer shall, at the time of making the payment referred in (a) and in sections 14 and 15 of this Agreement, forward to the Council a leave pay and bonus receipt drawn up in a form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(4) If the employment of an employee terminates before he becomes entitled to paid leave in terms of subsection (2), he shall be paid leave pay *pro rata* to the number of shifts worked or, at his request, be furnished with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes. In such case, the employee shall receive the voucher at the same time as he leaves the employer's service and the employer shall immediately forward to the Secretary of the Regional Council for the area in which the employee was engaged the money equivalent of the leave to which the employee is so entitled, computed as provided for in subsection (1), less any deduction required by law for income tax.

(5) If an employee dies or is, in the course of his work, incapacitated to such an extent that he cannot continue working at his trade, the amount which is due in respect of leave pay shall be payable to his estate or to him, as the case may be.

(6) (a) After the lapse of not less than 49 weeks, reckoned from the date upon which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of subsection (4) and who is no longer employed in the industry shall be entitled, subject to paragraph (b), on presenting the voucher to the Council in the region of origin, to payment of any unpaid balance standing to his credit in the books of the Council.

(b) Any voucher issued to an employee in terms of subsection (4) shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall, on the expiry of such period, accrue to the Council. Amounts so accruing to the Council shall be credited to a Fund designated 'The Trust Fund Advances Fund' from which the Council in its absolute discretion may—

(aa) advance to employees the money equivalent of the paid leave entitlement forwardable to the Council in terms of subsection (4) and/or the money equivalent of the leave bonus entitled forwardable to the Council in terms of section 15 of this Agreement, as the case may be; or

(ab) pay to employees in whole or in part wages and/or earnings and/or the money equivalent of any paid leave and/or leave bonus entitlement in cases where such moneys or part thereof would otherwise be lost to employees by reason of the insolvency or liquidation of any employer: Provided that—

(i) any amounts accruing to the Council in terms of paragraph (b) which the Council may regard as being in excess of a sufficient reserve in the Trust Fund Advances Fund may accrue to the Council funds, but shall not accrue to the Trust Fund Advances Fund or to the council funds until the lapse of a further period of six months after the expiry of the two-year period, and any valid claims presented during such six-month period shall be paid by the Council;

(ii) dat die Raad 'n eis wat 'n werknemer na verstryking van sodanige tydperk van ses maande mag indien, moet oorweeg en dit na sy goedvinde by wyse van 'n *ex gratia*-betaling uit die Trustfondsvoorskotfonds (of uit ander geld wat aan die fondse van die Raad toegeval het ingeval die Trustfondsvoorskotfonds uitgeput is) aan sodanige werknemer kan betaal.

(7) Behoudens andersluidende bepalings hierin word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en sodanige diens sluit in enige tydperk waartydens 'n werknemer afwesig was vir militêre diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie daarop geregtig is om as diens te eis nie 'n tydperk van meer as—

(i) agt maande met betrekking tot 'n eerste tydperk van 24 maande of langer;

(ii) ses maande met betrekking tot 'n eerste tydperk van 18 maande; of

(iii) vier maande met betrekking tot 'n eerste tydperk van 12 maande; en

(iv) 30 dae met betrekking tot enige daaropvolgende tydperk.

(8) Die Raad kan wederkerige reëlings met 'n ander nywerheid tref vir die uitruil van verlofbesoldigingsbewyse tot voordeel van werknemers wat die Nywerheid verlaat.

13bis KRAAMVERLOF SONDER BESOLDIGING

Ondanks andersluidende bepalings in hierdie Ooreenkoms kan 'n werknemer, op versoek en met die vrywillige toestemming van die werkgever, reël om 'n onderling ooreengekome tydperk van onbetaalde kraamverlof te neem ten tyde van haar bevalling, en waar sodanige reëlings getref is, is die werknemer geregtig om haar vorige werk te hervat op die datum waarop ooreengekom is sonder die verlies van enige voordele waarop sy geregtig was alvorens sodanige kraamverlof geneem is.

14. ADDISIONELE VERLOFBESOLDIGING

(1) Behoudens subklousule (3) is 'n werknemer wat na die inwerkingtreding van hierdie Ooreenkoms vir sy vyfde of daaropvolgende agtereenvolgende verlof met betaling kwalifiseer vanweë sy ononderbroke diens by dieselfde werkgever, insluitende diens as 'n kwekeling soos in klousule 13 (2) van hierdie Ooreenkoms bepaal, op daardie datum en elke jaar daarna terwyl hy in diens van dieselfde werkgever bly, na die keuse van die werknemer, geregtig op 'n ekstra week verlof met besoldiging, wat as verlof geneem moet word en wat toegestaan moet word soos dit die werkgever pas: Met dien verstande dat by wyse van onderlinge reëling tussen die werkgever en die werknemer—

(a) die verlof met besoldiging wat in klousule 13 (2) van hierdie Ooreenkoms bedoel word, met 'n ekstra week verleng kan word; of

(b) die ekstra week verlof met besoldiging met ingang van die jaar waarin hy daarvoor kwalifiseer, uitgestel kan word en deur die werknemer opgehoop kan word totdat hy vir drie sodanige weke verlof met besoldiging kwalifiseer; of

(c) die ekstra week se verlof in kontant omgesit kan word.

(2) Wanneer die werkgever en die werknemer tot die ooreenkoms geraak het soos in subklousule (1) (b) bepaal en die werknemer vir drie ekstra weke verlof met besoldiging (hierna "die opgehoopde verlof met besoldiging" genoem) gekwalifiseer het, moet die werkgever die opgehoopde verlof met besoldiging toestaan en moet die werknemer dit neem wanneer die verlof met besoldiging wat in klousule 13 (2) van

(ii) the Council shall consider any claim that may be made by any employee after the expiry of such six-month period, and may in its discretion make an *ex gratia* payment from the Trust Fund Advances Fund (or from such amounts accrued to Council funds in the event of the depletion of the Trust Fund Advances Fund) to such employee.

(7) Except as otherwise provided herein employment for the purposes of this section shall be deemed to commence from the date on which an employee enters the employer's service, or the date on which he last became entitled to paid leave, whichever is the later, and shall include any period during which an employee is absent undergoing military service in terms of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than—

(i) eight months in respect of a first period of 24 months or longer;

(ii) six months in respect of a first period of 18 months;

(iii) four months in respect of a first period of 12 months, and

(iv) 30 days in respect of any subsequent period of such service.

(8) The Council may make reciprocal arrangements with any other industry for the interchange of leave pay vouchers to the benefit of employees leaving the Industry.

13bis UNPAID LEAVE AT TIME OF CONFINEMENT

Notwithstanding anything to the contrary contained in this Agreement, an employee may, on application voluntarily agreed to by her employer, arrange to be allowed a mutually agreed period of unpaid maternity leave at the time of confinement and, where such arrangements are made, the employee shall be entitled to return to her former employment on the agreed date without any loss of benefits that accrued to her prior to proceeding on such leave.

14. ADDITIONAL LEAVE PAY

(1) Subject to subsection (3), an employee qualifying after the date of coming into operation of this Agreement for his fifth or subsequent consecutive paid leave deriving from continuous employment with the same employer, including service as an apprentice, as provided for in terms of section 13 (2) of this Agreement, shall, at that date and on the same date each year thereafter, while in the employ of the same employer, at the option of the employee, be entitled to an extra week's paid leave which shall be taken as leave at the employer's convenience: Provided that by mutual arrangement between the employer and the employee—

(a) the paid leave referred to in section 13 (2) of this Agreement may be extended by an extra week; or

(b) the extra week's paid leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such weeks' paid leave; or

(c) the extra week's leave may be encashed.

(2) If the employer and the employee agree as provided for in subsection (1) (b) and the employee has qualified for three extra weeks' paid leave (hereinafter referred to as "the accumulated paid leave"), the employer shall grant and the employee shall take the accumulated paid leave when he is granted and takes the paid leave provided for in section 13 (2) of this Agreement, unless the employer and

hierdie Deel van hierdie Ooreenkoms bedoel word, toegestaan word en hy dit neem; tensy die werkgewer en die werknemer ooreenkoms dat die opgehoopte verlof met besoldiging op 'n ander tyd geneem word, in welke geval die werkgewer die werknemer in staat moet stel om die opgehoopte verlof met besoldiging te neem in die tydperk voordat hy weer vir verlof met besoldiging kwalifiseer. Indien die werknemer versuim om die opgehoopte verlof met besoldiging binne sodanige tydperk te neem, moet die werkgewer, wanneer die werknemer weer met verlof met besoldiging gaan kragtens klousule 13 (2), die waarde-ekwivalent van die opgehoopte verlof sonder versuim aan die werknemer uitbetaal, waarna die werknemer se reg op die opgehoopte verlof verval.

(3) Wanneer 'n werknemer wat vir sy vyfde verlof met besoldiging kwalifiseer ooreenkomstig subklousule (1), slegs 'n gedeelte van die kwalifiseertydperk vir die eerste verlof met besoldiging in die diens van die betrokke werkgewer was, is hy geregtig op die gedeelte van die ekstra week verlof met besoldiging of die waarde-ekwivalent daarvan wat gelykstaande is met die verlofkwalifikasie wat hy ten opsigte van die eerste verlof met besoldiging by daardie werkgewer verwerf het. Wanneer die werknemer vir 'n daaropvolgende agtereenvolgende verloftydperk met besoldiging kwalifiseer, is subklousules (1) en (2) *mutatis mutandis* van toepassing.

(4) By die beëindiging van die diens van 'n werknemer wat op die waarde-ekwivalent van die addisionele verlof met besoldiging waarvoor daar in hierdie klousule voorsiening gemaak word, geregtig geword het maar dit nog nie ontvang het nie, moet hy betaal word vir sodanige ekstra verlof met besoldiging waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie: Met dien verstande dat waar die diens van sodanige werknemer beëindig word gedurende sy vyfde of daaropvolgende agtereenvolgende jaar ononderbroke diens by dieselfde werkgewer, hy vir die addisionele verlofbesoldiging betaal moet word in verhouding tot die aantal skofte gewerk, behoudens die bepalinge van (3) hierbo.

15. VERLOFBONUS

Vir die toepassing van hierdie klousule—

(a) moet 'n verlofbonus bereken word teen die vasgestelde loon wat van toepassing is op die datum waarop die werknemer werklik met verlof gaan: Met dien verstande dat in die geval van 'n werknemer wat sy diens beëindig of wie se diens deur sy werkgewer beëindig word, die verlofbonus bereken moet word teen die vasgestelde loon wat op die datum van sodanige diensbeëindiging van toepassing is;

(b) beteken "verlofkwalifikasie" die kwalifikasie vir die verlof met besoldiging wat in klousule 13 van hierdie Ooreenkoms voorgeskryf word en het die uitdrukking "verlofsiklus" 'n ooreenstemmende betekenis.

(1) Wanneer 'n werknemer op wie hierdie subklousule van toepassing is, na die inwerkingtreding van hierdie Ooreenkoms vir sy verlof met besoldiging kwalifiseer en dit neem, moet hy terselfdertyd 'n verlofbonus betaal word wat bereken is volgens die getal agtereenvolgende verlofsiklusse wat hy by dieselfde werkgewer voltooi het op die datum waarop hy vir sy verlof met besoldiging gekwalifiseer het, of *pro rata* vanaf die datum waarop hy, in die geval waar hy vir sy eerste verlof met besoldiging kwalifiseer, in die diens van die werkgewer getree het.

(2) Wanneer die diens van 'n werknemer beëindig word voordat hy op verlof met besoldiging geregtig geword het, moet 'n verlofbonus wat vir sy klas van werk gespesifiseer is en wat eweredig is aan die getal skofte waarmee hy vir verlofdoeleindes gekrediteer is, aan die werknemer betaal word, of moet hy, op sy versoek, gekrediteer word met 'n deel van die verlofbonus wat op dieselfde manier bereken is. In sodanige geval moet die werkgewer die bedrag van die verlofbonus

the employee agree to the accumulated paid leave being taken at a different time, in which case the employer shall enable the employee to take the accumulated paid leave in the period before he next qualifies for paid leave. Should the employee fail to take the accumulated paid leave within such period, the employer shall, when the employee proceeds on his next paid leave, in terms of section 13 (2), pay to the employee the equivalent value of the accumulated leave, whereupon the employee's entitlement to the accumulated leave shall cease.

(3) If an employee qualifying for his fifth paid leave in terms of subsection (1) was in the employ of the employer concerned for only part of the qualifying period for the first paid leave, he shall be entitled to a proportion of the extra week's paid leave or the equivalent value thereof *pro rata* to the leave qualification completed with that employer in respect of the first paid leave. On qualification for any subsequent consecutive paid leave the provisions of subsections (1) and (2) shall *mutatis mutandis* apply.

(4) When the employment of an employee who has become entitled to but has not yet received the equivalent value of the additional paid leave provided for in this section is terminated, he shall be paid for such extra paid leave as he has qualified for and not received: Provided that when the employment of such an employee is terminated during his fifth or subsequent consecutive years of continuous employment with the same employer, he shall be paid the additional leave pay *pro rata* to the number of shifts worked subject to the provisions of (3) above.

15. LEAVE BONUS

For the purposes of this section—

(a) a leave bonus shall be calculated at the scheduled rate applicable on the date on which the employee actually proceeds on leave: Provided that in the case of an employee who terminates his service or whose employment is terminated by the employer, the leave bonus shall be calculated at the scheduled rate applicable on the date of termination of such employment;

(b) "leave qualification" shall be the qualification for the paid leave prescribed in section 13 of this Agreement, and the expression "leave cycles" shall have a similar meaning.

(1) If an employee to whom this subsection applies qualifies for and takes his paid leave after the date of coming into operation of this Agreement, he shall, at the same time, be paid a leave bonus calculated according to the number of consecutive leave cycles completed with the same employer at the date of qualification for his paid leave, or *pro rata* from the date of engagement in the case of an employee qualifying for his first paid leave in the service of an employer.

(2) If the employment of an employee is terminated before he becomes entitled to paid leave, the employee shall be paid a leave bonus, specified for his class of employment, proportionate to the number of shifts credited to him for leave purposes or, at his request, credited with a share of the leave bonus calculated in the same manner. In such case, the

invul op die bewysstuk wat aan die werknemer verstrekt moet word en wat ook die getal skofte moet meld wat vir verlofdoeleindes tel, en die geldekwivalent van die bonus saam met die geldekwivalent van die verlof met besoldiging waarop die werknemer geregtig is, onmiddellik stuur aan die Sekretaris van die Streekraad van die gebied waarin die werknemer werksaam was.

(3) Wanneer die bonus ingevolge subklousule (2) aan die Raad gestuur word, is klousule 13 (5) en (6) van hierdie Ooreenkoms, wat betrekking het op die geldekwivalent van die verlof met besoldiging waarop die werknemer geregtig is, *mutatis mutandis* van toepassing.

(4) 'n Werknemer word nie met 'n bonus gekrediteer nie vir diens tydperke wat ingevolge klousule 13 (2) (a) (i) en (ii) van hierdie Ooreenkoms nie vir verlof met besoldiging tel nie.

(5) Skofte of tydperke wat die werknemer afwesig is en wat kragtens klousule 13 (2) (a) (ii) van hierdie Ooreenkoms vir verlofdoeleindes tel, moet ingesluit word by die berekening van die bonus wat verskuldig is.

Die volgende verlofbonustabel is van toepassing:

Eerste verlofsiklus	7%	} Gebaseer op geskeduleerde tariewe
Tweede en latere verlofsiklus	8½%	

16. SPESIALE BEPALINGS BETREFFENDE WERKNEMERS OORGEPLAAS NA ONGELYSSTE WERKSAAMHEDE

Ondanks die bepalinge van klousules 13 en 15 van hierdie Ooreenkoms is 'n werknemer wie se diensvoorwaardes nie langer deur hierdie Ooreenkoms bepaal word nie as gevolg van bevordering of oorpasing na 'n werksaamheid waarvoor hierdie Ooreenkoms nie voorsiening maak nie, geregtig op verlofbesoldiging en 'n verlofbonus bereken ooreenkomstig klousule 13 en 15 van hierdie Ooreenkoms, wat aan hom betaal moet word by diensbeëindiging, of op sy volgende verlofdatum, of die datum waarop hy geregtig sou gewees het om verlof te neem indien hierdie Ooreenkoms steeds sy diensvoorwaardes sou bepaal het, naamlik die vroegste datum.

17. SIEKTEVERLOF MET BESOLDIGING

(1) Wanneer 'n werknemer van sy werk afwesig is weens siekte of besering (uitgesonderd siekte of besering veroorsaak deur sy eie wangedrag) moet sy werkgever siekteverlof wat soos volg bereken is, aan hom toestaan:

(a) Tydens die tydperk van aaneenlopende diens vanaf die datum van indiensneming tot die einde van die kalenderjaar (31 Desember):

In die geval van 'n werknemer wat vyf dae per week werk, minstens een werkdag ten opsigte van elke vyf voltooide weke diens by die werkgever.

(b) Ten opsigte van aaneenlopende diens gedurende die volgende kalenderjaar wat op 1 Januarie 'n aanvang neem:

In die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdade, met dien verstande dat tot dat die werknemer 12 aaneenlopende maande diens by sy werkgever voltooi het, hy slegs gebruik mag maak van die gedeelte van die 10 dae toekenning waarop hy geregtig is wat bereken word op die basis van een werkdag ten opsigte van elke vyf weke diens minus siekteverlof werklik geneem sedert datum van indiensneming.

(c) Ten opsigte van aaneenlopende diens tydens opeenvolgende kalenderjare (1 Januarie tot 31 Desember):

In die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdade tydens enige daaropvolgende tydperk van een kalenderjaar diens by die werkgever.

employer shall enter the amount of the leave bonus on the voucher to be furnished to the employee, setting out the number of shifts which count for leave purposes, and immediately forward the money equivalent of the bonus to the Secretary of the Regional Council for the area in which the employee was engaged, together with the money equivalent of the paid leave entitlement.

(3) If the bonus is remitted to the Council in terms of subsection (2), the provisions of section 13 (5) and (6) of this Agreement relating to the money equivalent of the paid leave entitlement shall *mutatis mutandis* apply.

(4) No bonus shall be credited for periods of employment which in terms of section 13 (2) (a) (i) and (ii) of this Agreement do not count towards the paid leave.

(5) Shifts or periods of absence which count for leave purposes in terms of section 13 (2) (a) (ii) of this Agreement shall be included in the calculation of the bonus due.

The following leave bonus table shall apply:

First leave cycle	7%	} Based on scheduled rates
Second leave cycle onward ..	8½%	

16. SPECIAL PROVISIONS RELATING TO EMPLOYEES TRANSFERRED TO UNSCHEDULED OCCUPATIONS

Notwithstanding the provisions of sections 13 and 15 of this Agreement, an employee whose conditions of employment cease to be regulated by this Agreement owing to promotion or a change in occupation to an occupation not provided for in this Agreement shall be entitled to leave pay and a leave bonus calculated in accordance with the provisions of sections 13 and 15 of this Agreement, which shall be paid to him on termination of employment, or the date when he next proceeds on leave, or the date on which he would have been entitled to go on leave had this Agreement continued to regulate his conditions of employment, whichever is the earlier date.

17. PAID SICK LEAVE

(1) If an employee is absent from work through sickness or injury (other than sickness or injury caused by his own misconduct) his employer shall grant to him sick leave calculated as follows:

(a) During the period of continuous employment from date of engagement to the end of the calendar year (31 December):

In the case of an employee working a five-day week, not less than one working day in respect of each completed five weeks of employment with that employer.

(b) In respect of continuous employment during the following calendar year commencing 1 January:

In the case of an employee working a five-day week, not less than 10 working days in the aggregate provided that until the employee has completed 12 consecutive months of employment with the employer, he may use only that portion of the 10 day grant arrived at by calculating the number of days due on the basis of 1 day per 5 weeks' employment less sick leave actually taken since date of engagement.

(c) In respect of continuous employment during succeeding calendar years (1 January to 31 December):

In the case of an employee working a five-day week, not less than 10 working days in the aggregate during any succeeding periods of one calendar year of employment with that employer.

(2) 'n Werkgewer moet aan die werknemer vir elke dag van afwesigheid soos in subklousule (1) bepaal 'n bedrag betaal wat nie minder is nie as die bedrag wat die werknemer sou ontvang het indien hy die gewone ure van die skof vir daardie dag van die week gewerk het: Met dien verstande dat—

(i) die werkgewer van die werknemer kan vereis om 'n mediese sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en die duur van die werknemer se siekte of besering vermeld, voordat enige bedrag kragtens hierdie subklousule aan die werknemer betaal word ten opsigte van enige tydperk van afwesigheid van sy werk vir meer as twee agtereenvolgende dae; en

(ii) indien die werknemer gedurende enige tydperk van hoogstens agt agtereenvolgende weke betaling vir siekteverlof, soos in hierdie subklousule bepaal, by twee of meer geleenthede ontvang het sonder om soos voormeld 'n mediese sertifikaat voor te lê, die werkgewer van hom kan vereis om sodanige mediese sertifikaat voor te lê ten opsigte van enige tydperk van afwesigheid van sy werk weens siekte of besering wat binne 'n tydperk van agt weke plaasvind, bereken vanaf die laaste datum wat hy met siekteverlof was; en

(iii) die werkgewer 'n mediese sertifikaat kan vereis van die werknemer, soos voormeld, ten opsigte van enige afwesigheid van sy werk op die werkdag onmiddellik voor en/of na 'n Sondag of enige van die openbare vakansiedae soos in die Wet op Openbare Feesdae, 1952, gespesifiseer.

(3) Waar 'n werkgewer deur 'n wet verplig word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en hy sodanige gelde betaal ten opsigte van siekte of besering in hierdie klousule bedoel, kan die bedrag aldus betaal in mindering gebring word teen die betaling vir siekteverlof wat ingevolge hierdie klousule verskuldig is.

(4) Ondanks enige ander bepaling van hierdie klousule is geen werknemer geregtig op siekteverlof met besoldiging—

(a) ten opsigte van sodanige tydperke van afwesigheid van sy werk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is nie; en

(b) ten opsigte van openbare vakansiedae met besoldiging of ten opsigte van enige gedeelte van die verlof met besoldiging in klousules 12 en 13 van hierdie Ooreenkoms bedoel.

(5) Vir die toepassing van hierdie klousule omvat "diens" enige tydperk waartydens 'n werknemer—

(a) ingevolge klousules 13 en 14 van hierdie Ooreenkoms met verlof met besoldiging of bykomende verlof met besoldiging is;

(b) ingevolge hierdie klousule met siekteverlof met besoldiging is;

(c) op las of op versoek van die werkgewer van sy werk afwesig is; of

(d) militêre diens ingevolge die Verdedigingswet, 1957, doen, tot vier maande van enige tydperk van sodanige diens;

(e) siektebystandbetaling ontvang ingevolge die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid se Siektebystandsfondsooreenkoms soos in werking van tyd tot tyd of van enige ander siektebystandskema wat in werking is as gevolg van 'n vrystelling van daardie Ooreenkoms.

18. TOELAE VIR BESERING OP DIENS

(1) Wanneer 'n werknemer van sy werk afwesig is weens 'n besering of ongeskiktheid wat binne die bestek van die Ongevallewet, 1941, val en sodanige werknemer gedek word deur die bepalinge van die Siektebystandsfonds van die

(2) An employer shall pay to his employee for each day of absence as provided for in subsection (1) an amount not less than the amount the employee would have received had he worked the ordinary hours of the shift for that day of the week: Provided that—

(i) before making payment of any amount payable to an employee in terms of the said subsection in respect of any period of absence from work of more than two consecutive days, the employer may require the employee to produce a medical certificate signed by a registered medical practitioner stating the nature and duration of the employee's illness or injury; and

(ii) if, during any period of up to eight consecutive weeks, the employee has received payment for sick leave as provided for in this subsection on two or more occasions without producing a medical certificate as aforesaid, the employer may require him to produce such medical certificate in respect of any period of absence from work on account of sickness or injury occurring within a period of eight weeks, reckoned from the date of his last absence on sick leave;

(iii) the employer may require the employee to produce a medical certificate as aforesaid in respect of any absence from work on the working day immediately preceding and/or succeeding a Sunday or any of the public holidays specified in the Public Holidays Act, 1952.

(3) Where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and such fees are paid in respect of any illness or injury referred to in this section, the amount so paid may be set off against the payment for sick leave due in terms of this section.

(4) Notwithstanding any other provision of this section, no employee shall be entitled to paid sick leave—

(a) in respect of such periods of absence from work for which compensation is payable under the Workmen's Compensation Act, 1941;

(b) in respect of paid public holidays or in respect of any portion of the paid leave referred to in sections 13 and 14 of this Agreement.

(5) For the purpose of this section, "employment" includes any period during which an employee—

(a) is on paid leave or additional paid leave in terms of sections 13 and 14 of this Agreement;

(b) is on paid sick leave in terms of this section;

(c) is absent from work on the instruction or at the request of his employer;

(d) is doing military service in terms of the Defence Act, 1957, for up to four months of any period of such service;

(e) is in receipt of sick pay in terms of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund Agreement in operation from time to time or from any other sick pay scheme operating by virtue of exemption from that Agreement.

18. INJURY ON DUTY ALLOWANCE

(1) If an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is covered by the provisions of the National Industrial Council for the Iron,

Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, moet hy 'n uurtoelae van 33 persent van die basiese uurloon vir sy klas werk soos in hierdie Ooreenkoms gelys, betaal word vir die ure wat hy by sy werk afwesig is op die dag of dae wat ingevolge genoemde Wet nie as vergoedbaar erken word nie, en wel tot 'n maksimum van drie dae. Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van enige dag of dae van 'n werknemer se afwesigheid van die werk weens besering of ongeskiktheid wat binne die bestek van die Ongevallewet, 1941, val, waarvoor 'n werknemer geregtig is op betaling ooreenkomstig die spesiale bepalings insake siektebystand van klousule 8 (2) van die Siektebystandsfonds-ooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

(2) Wanneer 'n werknemer van sy werk afwesig is weens 'n besering of ongeskiktheid wat binne die bestek van die Ongevallewet, 1941, val en sodanige werknemer nie deur die bepalings van die Siektebystandsfonds van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid gedek word nie, moet hy 'n uurtoelae van 33 persent van die basiese uurloon vir sy klas werk soos in hierdie Ooreenkoms gelys, betaal word vir die ure wat hy van sy werk afwesig is op enige dag of dae, en wel vir hoogstens die eerste week van sodanige afwesigheid. Met dien verstande dat betaling ooreenkomstig hierdie subklousule nie gedurende enige tydperk ten opsigte waarvan ongeskiktheidstoelaes ingevolge genoemde Wet betaalbaar is, geskied nie.

19. BESERINGS OP DIENS—ASSURANSIEDEKKING VIR WERKNEMERS BUITE DIE BESTEK VAN DIE ONGEVALLEWET

(1) Elke werkgever moet met die Ongevallekommissaris reël om die dekking wat deur genoemde Wet verskaf word, uit te brei en in stand te hou ten opsigte van al sy werknemers wat onderworpe is aan die bepalings van hierdie Ooreenkoms, of anders, 'n assuransiepolis uitneem en in stand hou wat vasgestelde voordele verskaf ten opsigte van werknemers wat onderworpe is aan die bepalings van hierdie Ooreenkoms maar wie se inkomste hoër is as die loonskaalperk van die Ongevallewet.

(2) Vir die toepassing van hierdie klousule beteken "vasgestelde voordele" die volgende voordele ten opsigte van beserings of dood wat voortspruit uit of voorkom gedurende die diens van 'n werknemer:

(a) Sterftevoordele wat nie minder is nie as die voordele waarvoor daar in die Ongevallewet voorsiening gemaak word;

(b) permanente ongeskiktheidsvoordele wat nie minder is nie as die voordele waarvoor daar in die Ongevallewet voorsiening gemaak word;

(c) mediese koste van minstens R5 000 ten opsigte van enige besering;

(d) kompensasiovoordele ten opsigte van verlies van verdienste wat nie minder is nie as die voordele waarvoor daar in die Ongevallewet voorsiening gemaak word.

(3) Indien 'n werkgever versuim om te voldoen aan die bepalings van subklousule (1) sal dit tot gevolg hê dat die werkgever die verpligting aanvaar om vasgestelde voordele gestand te doen ten opsigte van 'n besering of dood wat voortspruit uit of voorkom gedurende die diens van 'n werknemer soos uiteengesit in subklousule (2) hierbo.

Steel, Engineering and Metallurgical Industry Sick Pay Fund, he shall be paid an hourly allowance of 33 per cent of the basic hourly rate for his class of work scheduled in this Agreement for the hours he is absent from work for any day or days not recognised as compensable in terms of the said Act, up to a maximum of three days: Provided that this subsection shall not apply in respect of any day or days of an employee's absence from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, for which an employee is entitled to payment in terms of the special sick pay benefit provisions of section 8 (2) of the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund Agreement.

(2) If an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is not covered by the provisions of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund, he shall be paid an hourly allowance of 33 per cent of the basic hourly rate for his class of work scheduled in this Agreement for the hours he is absent from work on any day or days up to a maximum of the first week of such absence: Provided that payment in terms of this subsection shall not be made during any period in respect of which disablement payment is payable in terms of the said Act.

19. INJURY ON DUTY—INSURANCE COVER FOR EMPLOYEES NOT COVERED BY WORKMEN'S COMPENSATION ACT

(1) Every employer shall arrange with the Workmen's Compensation Commissioner to extend and maintain the cover provided by the Workmen's Compensation Act to all his employees who fall within the provisions of this Agreement or, alternatively, take out and maintain an insurance policy to provide fixed benefits in respect of such employees who fall within the provisions of this Agreement whose earnings exceed the earnings ceiling of the Workmen's Compensation Act.

(2) For the purposes of this section, "fixed benefits" shall mean the following benefits in respect of injury or death arising out of and in the course of employment:

(a) A death benefit not less than that provided by the Workmen's Compensation Act;

(b) permanent disability benefits not less than that provided by the Workmen's Compensation Act;

(c) medical expenses of not less than R5 000 in respect of an injury;

(d) compensation benefits in respect of loss of earnings not less than that provided by the Workmen's Compensation Act.

(3) Failure by an employer to comply with the provisions of subsection (1) shall result in the employer's accepting the obligation to meet the "fixed benefits" in respect of an injury or death arising out of and in the course of the employment of such employee, as specified under subsection (2).

20. TOELAES

(a) **Reis:** Wanneer werk verrig word op 'n ander plek as die werkgewer se bedryfsinrigting of die werknemer se werkplek en sodanige werk meebring dat die werknemer moet reis, moet die werknemer wat gestuur word om sodanige werk te verrig, vergoed word met die bedrag deur hom bestee om na en vanaf die werkplek te reis: Met dien verstande dat—

(i) wanneer 'n werknemer versoek word om sy eie vervoer te gebruik, hy vergoed moet word teen die lopende tarief per kilometer soos van tyd tot tyd deur die Automobiël Assosiasie bepaal en die totaal van die volgende maatstawwe is van toepassing:

Koopprijs van voertuig.....	R22 000 – R24 000
Petrolkoste	1 500 – 1 800 ks
Onderhoudskoste.....	1 500 – 1 800 ks

(ii) magtiging om sy eie vervoer te gebruik, vooraf van die werkgewer verkry is;

(iii) 'n werknemer wat sy eie vervoer ingevolge hierdie Ooreenkoms gebruik, hom teen alle derdepartyrisiko's moet verseker, benewens die verpligte derdepartyversekerings-risiko's en ook moet verseker dat hierdie bykomende polis 'n klousule bevat wat die werkgewer vrywaar in die geval van so 'n eis; en

(iv) wanneer daar van die werknemer wat sy eie vervoer gebruik, vereis word om gereedskap en uitrusting, die eiendom van sy werkgewer, te vervoer en dit 'n massa van meer as 25 kg het, hy vergoed moet word teen een en 'n half keer die tarief bereken kragtens subparagraaf (i) hierbo.

(b) Die werkgewer is daarop geregtig om geskikte vervoer na en van die werkplek te verskaf in plaas van die vergoeding waarvoor daar in paragraaf (a) voorsiening gemaak word.

(i) **Werknemers wat by 'n werkgewersdepot of -kantoor aanmeld:** Sodanige werknemers moet, wanneer die kortste reisafstand na die werk meer as 8 km is, vergoed word ingevolge die bepalings van hierdie Ooreenkoms.

(ii) **Konstruksie- en herstelwerk:** Werknemers betrokke by reise na die werkterrein moet, wanneer die afstand oor die kortste reisroete vanaf die stadsaal naaste aan die plaaslike depot of kantoor van die werkgewer meer as 8 km is, vergoed word ingevolge die bepalings van hierdie Ooreenkoms.

(c) **Verblyf:** Wanneer van 'n werknemer vereis word om op 'n ander plek as sy gewone woonplek te woon, moet hotel akkommodasie verskaf word: of anders, met wedersydse toestemming, is 'n verblyftoelae van R60,00 per dag betaalbaar ten opsigte van werknemers in Loongroepe 1 en 2, en R45,00 per dag ten opsigte van werknemers in Loongroepe 3 en 4.

(d) **Persoonlike uitgawes:** Werkgewers moet 'n bedrag van R4,00 per dag betaal aan werknemers om hulle te vergoed vir addisionele nie-verhaalbare uitgawes aangegaan tydens hul verblyf weg van hul gewone woonplek. Hierdie bedrag is betaalbaar ongeag of die maatskappy ten volle die koste van akkommodasie en etes betaal, al dan nie.

(e) **Vuilwerktoelae:** 'n Vuilwerktoelae van R4,00 per skof moet aan hyserwerktuigkundiges betaal word wat bestaande installasies moet demonteer en/of hysers en roltrappe afstroop vir modernisering.

(f) **Sertifikaattoelae:** Behoudens klousule 37 van hierdie Ooreenkoms en benewens die lone en ander toelaes in hierdie Ooreenkoms voorgeskryf, moet die werkgewer aan elke werknemer wat die houer is van 'n registrasiesertifikaat uitge-reik kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, 'n toelae van 10c per uur betaal, insluitende oortyd-betaling.

20. ALLOWANCES

(a) **Travelling:** Where work is done away from the employer's establishment or the employee's working place, necessitating travelling, the employee sent to do such work shall be reimbursed with the amount expended by him in travelling to and from the job: Provided that—

(i) where an employee is requested to use his own transport, he shall be compensated at the current Automobile Association rates per kilometre as specified from time to time and the sum of the following criteria shall apply:

Purchase value of vehicle.....	R22 000–R24 000
Petrol cost	1 500–1 800 cc
Maintenance cost	1 500–1 800 cc

(ii) prior authority to use his own transport has been obtained from the employer;

(iii) anyone using his own transport in terms of this Agreement shall insure himself against all third party risks in addition to the compulsory third party insurance risks, and also ensure that this additional policy contains a clause indemnifying the employer in the event of any such claim; and

(iv) where the employee, using his own transport, is required to convey tools and equipment that are the property of his employer and have a mass in excess of 25 kg, he shall be compensated at a rate calculated at one and a half times the rate provided in subparagraph (i).

(b) The employer shall be entitled to provide suitable transport both ways in lieu of that provided for in paragraph (a).

(i) **Employees reporting to an employer's depot or office:** Such employees, where the shortest travelling distance to the job exceeds 8 km, shall be reimbursed in terms of this Agreement.

(ii) **Construction and repair work:** Employees involved in journeys to site, where the distance by the shortest travelling route from the town hall nearest to the local depot or office of the employer exceeds 8 km, shall be reimbursed in terms of this Agreement.

(c) **Subsistence:** Where an employee is required to live away from his usual place of domicile, hotel accommodation shall be provided. Alternatively, by mutual consent, a subsistence allowance of R60,00 per day shall be payable in respect of employees in Wage Groups 1 and 2, and R45,00 per day in respect of employees in Wage Groups 3 and 4.

(d) **Out-of-pocket expenses:** Employers shall pay an amount of R4,00 per day to employees to compensate them for additional non-recoverable expenses incurred in living away from their usual place of domicile. This amount shall be payable irrespective of whether or not the Company pays full accommodation and board and lodging.

(e) **Dirt allowance:** A dirt allowance of R4,00 per shift shall be paid to Lift Mechanics engaged on the dismantling of existing installations and/or the stripping of lifts and escalators for modernisation.

(f) **Certificate allowance:** Subject to the provisions of section 37 of this Agreement, and in addition to wages and other allowances prescribed in this Agreement, the employer shall pay to each employee who is the holder of a certificate of registration issued in terms of the machinery and Occupational Safety Act, 1983, an allowance of 10c per hour, including overtime.

(g) **Ondergrondtoelaë:** 'n Toelaë van R8,00 per skof moet aan werknemers betaal word van wie vereis word om vir 'n skof of gedeelte van 'n skof onderkant die kraag van 'n mynskag te werk.

(h) **Betaling van toelaes:** Die werkgewer moet aan 'n werknemer wat op bogenoemde toelaes geregtig is, genoemde toelaes betaal tegelykertyd wanneer betaling van die werknemer se gewone besoldiging geskied.

21. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen werknemer wat, terwyl hy tot lidmaatskap toelaatbaar is, nie lid van die SA Electrical Workers' Association of die Metal and Electrical Workers' Union of South Africa is nie, mag sy diens voortsit by 'n werkgewer wat lid van die Lift Engineering Association of South Africa is 'en geen werknemer wat lid van een van voormelde vakverenigings is, mag voortgaan om vir 'n werkgewer te werk wat nie lid van voormelde werkgewersorganisasie is nie: Met dien verstande dat die toepassing van hierdie subklousule—

(a) beperk is tot werknemers wat werk verrig wat as "Hyserwerktuigkundige se werk" ingedeel is; en

(b) nie van toepassing is nie vir 'n tydperk van 90 dae na die datum van inwerkingtreding van hierdie Ooreenkoms of na die datum waarop die werknemer in diens geneem word waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied.

(2) Hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na sy aankoms in die Republiek van Suid-Afrika van toepassing nie: Met dien verstande dat as 'n immigrant te eniger tyd na sy eerste drie maande diens in die Nywerheid die uitnodiging van een van voormelde vakverenigings om aansoek om lidmaatskap daarvan te doen, van die hand gewys het, hierdie klousule onmiddellik in werking tree.

(3) Vrystelling van die bepalings van subklousule (1) kan deur die partye by die Ooreenkoms na gesamentlike oorlegpleging om 'n goeie en afdoende rede verleen word, en voorts is genoemde subklousule nie van toepassing nie op enigiemand wat, na die mening van die partye, sonder redelike oorsaak lidmaatskap van 'n party by hierdie Ooreenkoms geweier word.

22. ONGEOORLOOFDE INDIENSNEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms word geen bepaling waarby die indiensneming of indienshouding van 'n werknemer vir enige klas werk of op enige voorwaardes verbied word, geag die werkgewer te ontfang van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nagekom het as sodanige indiensneming of indienshouding nie verbied was nie, en die werkgewer moet aanhou om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of indienshouding nie verbied was nie.

23. BUITEWERK EN DIE HUUR VAN ARBEID

(1) Behoudens artikel 1 (3) van die Wet—

(a) mag geen werkgewer van 'n werknemer vereis of hom toelaat om 'n klas werk wat deur hierdie Ooreenkoms gedek word elders as in sy bedryfsinrigting te onderneem nie, behalwe in gevalle waar sodanige werk verrig word ter uitvoering of voltooiing van 'n bestelling wat by daardie werkgewer geplaas is, en mag geen werkgewer van 'n werknemer van 'n ander werkgewer vereis of hom toelaat om namens hom enige klas werk wat deur hierdie Ooreenkoms gedek word, te onderneem nie, behalwe waar sodanige werk ter uitvoering of voltooiing is van 'n bestelling wat deur daardie werkgewer by die ander werkgewer geplaas is; en

(g) **Underground allowance:** An allowance of R8,00 per shift shall be paid to employees who are required to work below the collar of any mine shaft for a shift or part of a shift.

(h) **Payment of allowances:** The employer shall pay to any employee entitled to the above allowances such allowances together with the employee's ordinary remuneration.

21. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employee who, while eligible for membership, is not a member of the SA Electrical Workers' Association or the Metal and Electrical Workers' Union of South Africa shall continue his employment with an employer who is a member of the Lift Engineering Association of South Africa and no employee who is a member of one of the aforesaid trade unions shall continue to work for an employer who is not a member of the aforesaid employers' organisation: Provided that this subsection—

(a) shall be limited in its application to employees performing work scheduled as "Lift Mechanic's" work; and

(b) shall not apply for a period of 90 days after the date of coming into operation of this Agreement or after the date on which an employee enters employment, where such entering of employment takes place after the date of coming into operation of this agreement.

(2) The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of his employment in the industry refused an invitation from one of the aforesaid trade unions to apply for membership thereof, the provisions of this section shall immediately come into operation.

(3) Exemption may be granted from the provisions of subsection (1) by the parties to the Agreement for any good and sufficient reason after joint consultation and further, the said subsection shall not apply to persons who, in the opinion of the parties, are refused membership of a party to this Agreement without reasonable cause.

22. UNAUTHORISED EMPLOYMENT

Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

23. OUTWORK AND HIRE OF LABOUR

(1) Subject to the provisions of section 1 (3) of the Act—

(a) no employer shall require or allow an employee to undertake any class of work covered by this Agreement elsewhere than in his establishment, except where such work is in execution or completion of any order placed with that employer, and no employer shall require or allow any employee of any other employer to undertake on his behalf any class of work covered by this Agreement, except where such work is in execution or completion of an order placed by that employer with the other employer; and

(b) mag geen werknemer bestellings vra of neem vir 'n klas werk wat deur hierdie Ooreenkoms gedek word of sodanige werk onderneem vir verkoop en/of vir wins of vir homself of namens 'n ander persoon of firma terwyl hy in die diens is van 'n werkgever wat by die Nywerheid betrokke is nie.

(2) Elke werkgever wat die uitvoering of voltooiing onderneem van werk in 'n ander streek as die streek waarin sy bedryfsinrigting by die Raad geregistreer is, moet die Streekraad van die gebied waarin die werk gedoen word binne sewe dae na die aanvang van sodanige werk skriftelik verwittig van die aard daarvan en die plek waar dit verrig word en moet op sodanige werkplek 'n register hou van die ure deur alle werknemers gewerk en van hul besoldiging ten opsigte daarvan.

24. INDIENSNEMING VAN JEUGDIGES EN UITREIKING VAN SERTIFIKATE, ENS.

(1) Geen werknemer mag 'n jeugdige ooreenkomstig hierdie Ooreenkoms in diens neem sonder dat die goedkeuring en 'n sertifikaat van die Raad, in die vorm wat hy mag voorskryf, vooraf verkry is nie.

(2) Die Raad kan die toestemming wat hy kragtens subklousule (1) verleen het, intrek om 'n rede wat hy afdoende ag, en by ontvangs van 'n kennisgewing van die Raad met die werkgever onmiddellik afsien van die dienste van die jeugdige op wie die kennisgewing betrekking het of, na gelang van die geval, die jeugdige se dienste behou teen betaling van die volle loon voorgeskryf vir die klas werk wat verrig word.

(3) Wanneer toestemming ooreenkomstig subklousule (2) ingetrek word, moet die werkgever die sertifikaat onmiddellik aan die Raad terugbesorg vir intrekking.

(4) Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms mag geen werkgever iemand in diens neem vir werk wat onder Groep I van hierdie Ooreenkoms ingedeel is nie, behalwe 'n vakleerling, 'n kwekeling of 'n werknemer wat sy leertyd voltooi het ooreenkomstig 'n kontrak ingevolge die Wet op Mannekragopleiding, 1981, of 'n werknemer in besit van 'n sertifikaat wat deur die Raad uitgereik of erken word en wat sodanige persoon in staat stel om as 'n vakman in diens geneem te word vir enigeen van die klasse werk wat onder Groep I van hierdie Ooreenkoms ingedeel is.

25. INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

Geen werkgever mag enigiemand wat jonger as 15 jaar is, in diens neem nie.

26. WERKENDE VENNOTE

Alle werkende werkgevers en/of werkende vennote wat werkgevers in die Nywerheid is, moet die werkure nakom wat vir werknemers in hierdie Ooreenkoms voorgeskryf word.

27. VRYSTELLINGS

(1) (a) Ooreenkomstig artikel 51 (3) van die Wet kan die Raad vrystelling van enige van of al die bepalings van hierdie Ooreenkoms aan 'n werkgever of 'n werknemer verleen.

(b) Aansoeke om vrystelling moet gerig word aan die sekretaris van die Streekraad van die betrokke gebied en moet op meriete oorweeg word.

(c) Alle aansoeke om loonvrystelling moet op meriete deur die Raad oorweeg word onderworpe aan die voorwaarde dat elke aansoek vergesel gaan van dokumentasie wat aandui dat die verteenwoordigende vakverenigings by die betrokke bedryfsinrigting geraadpleeg is vóórdat aansoek gedoen is en dat skriftelike bewys van die raadpleging aan die Raad beskikbaar gestel word.

(b) no employee shall solicit or take orders for or undertake any class of work covered by this Agreement, for sale and/or gain, either on his own account or on behalf of any other person or firm, while he is in the employ of any employer engaged in the Industry.

(2) Every employer undertaking to execute or complete any work in any Region other than the Region in which his establishment is registered with the Council shall notify the nature and place of work in writing to the Regional Council for the area in which the work is done within seven days of the commencement of such work and shall maintain at such place of work a register of the hours worked by all employees and their remuneration in respect thereof.

24. EMPLOYMENT OF JUVENILES AND ISSUE OF CERTIFICATES, ETC.

(1) No employer shall employ a juvenile in terms of this Agreement without obtaining the prior approval of the Council and a certificate from the Council in such form as it may prescribe.

(2) Any permission given in terms of subsection (1) may be withdrawn by the Council for any good and sufficient reason it deems fit, and on receipt of notification from the Council the employer shall forthwith dispense with the services of the juvenile to whom the notification refers or, as the case may be, retain the juveniles service at the full rate prescribed for the class of work performed.

(3) When permission is withdrawn in terms of subsection (2), the employer shall forthwith return the certificate to the Council for cancellation.

(4) No employer shall, as from the date of coming into operation of this Agreement, employ any person on work classified at Group I of this Agreement, other than an apprentice, a trainee or an employee who has completed an apprenticeship contract in terms of the Manpower Training Act, 1981, or an employee in possession of a certificate issued or recognised by the Council which enables such an employee to be employed as a journeyman on any one of the classes of work specified at Group I of this Agreement.

25. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

No employer shall employ any person under the age of 15 years.

26. WORKING PARTNERS

All working employers and/or working partners who are employers in the Industry shall observe the hours of work prescribed for employees in this Agreement.

27. EXEMPTIONS

(1) (a) The Council may, in accordance with the provisions of section 51 (3) of the Act, grant exemption from any or all of the provisions of this Agreement to any employer or employee.

(b) Applications for exemption shall be addressed to the Secretary of the Regional Council of the area concerned and shall be considered on merit.

(c) All wage exemption applications shall, on merit, be considered by the Council subject to the proviso that every application is supported by documentation indicating that the representative trade unions at the particular establishment were consulted prior to application being made and that written proof of the consultation is made available to the Council.

(2) Die Raad moet die voorwaardes bepaal waarop sodanige vrystelling van krag is: Met dien verstande dat die Raad, indien hy dit dienstig ag en nadat daar skriftelik een week kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat kan intrek selfs as die tydperk waarvoor sodanige vrystelling verleen is, nog nie verstryk het nie.

(3) Die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat laat uitreik wat behoorlik onderteken is en wat die volgende meld:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word;

(d) die tydperk wat die vrystelling van krag is.

(4) Die Raad moet—

- (a) alle sertifikate wat uitgereik is, in volgorde laat nommer;
- (b) 'n kopie van elke sertifikaat wat uitgereik is, laat bewaar;
- (c) 'n kopie van die sertifikaat aan die betrokke werkgewer laat stuur wanneer die vrystelling ten opsigte van 'n werknemer verleen is.

(5) Tensy anders in die vrystellingsertifikaat gespesifiseer word, is 'n vrystelling van hierdie Ooreenkoms geldig slegs in die streek waarin sodanige vrystelling verleen word.

28. VERTONING VAN OOREENKOMS

Elke werkgewer moet in 'n formaat soos deur die Raad goedgekeur of aanvaar, 'n leesbare afskrif van hierdie Ooreenkoms, tesame met alle wysigings daarvan, bekom en, op versoek van enige werknemer, dit vir leesdoeleindes beskikbaar stel.

29. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

30. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. 'n Agent het die reg om enige bedryfsinrigting te betree en om die werkgewer of enigiemand van die werknemers te ondervra en om die registers van betaalde lone, tyd gewerk en betalings vir oortydwerk na te gaan met die doel om vas te stel of hierdie Ooreenkoms nagekom word of nie.

31. VERBOD OP SESSIE EN/OF SKULD-VERGELYKING

Geen eis hoegenaamd wat 'n werknemer teen die Raad mag hê, mag gesedeer word nie, en geen beweerde sessie daarvan is bindend vir die Raad nie.

Skuldvergelyking word nie toegelaat nie en word uitdruklik uitgesluit tussen bedrae bedoel in klousule 7 wat aan 'n werknemer betaalbaar is en 'n bedrag wat deur sodanige werknemer betaalbaar is en waarvan die aftrekking by daardie klousule verbied word; en hierdie bepaling word geag 'n bepaling te wees van elke dienskontrak tussen die werknemer en die werkgewer.

32. DIENSBEEÏNDIGING

(1) 'n Werkgewer of 'n werknemer moet minstens een volle werkdag vooruit kennis gee van die beëindiging van 'n dienskontrak: Met dien verstande dat hierdie bepaling geen inbreuk maak nie op—

- (a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak weens 'n regseldige rede sonder kennisgewing te beëindig;

(2) The Council shall fix the conditions subject to which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice has been given in writing to the person concerned, withdraw any licence of exemption even if the period for which such exemption was granted has not expired.

(3) The Council shall cause to be issued to every person to whom exemption has been granted, a licence, duly signed, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted;
- (d) the period during which the exemption shall operate.

(4) The Council shall cause—

- (a) all licences issued to be numbered consecutively;
- (b) a copy of each licence issued to be retained;
- (c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

(5) Unless otherwise specified in the Licence of Exemption, any exemption from this Agreement shall be valid only in the Region in which such exemption is granted.

28. EXHIBITION OF AGREEMENT

Every employer shall obtain and, on request from any employee, make available for perusal a legible copy of this Agreement plus all subsequent amendments thereof, in a format approved by or acceptable to the Council.

29. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement.

30. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent shall be entitled to enter any establishment and may question the employer or any employees and inspect the records of wages paid, time worked and payments made for overtime, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

31. PROHIBITION OF CESSION AND/OR SET-OFF

No claim whatever by any employee against the Council shall be capable of being ceded, and no purported cession thereof shall be binding upon the Council.

Set-off shall not operate and is expressly excluded as between any amounts payable to an employee as referred to in section 7 and any amount payable by such employee, the deduction of which is prohibited by that section, and this provision shall be deemed to be a term of every contract of employment between employer and employee.

32. TERMINATION OF EMPLOYMENT

(1) Not less than one clear working day's notice shall be given by the employer or employee to terminate a contract of service: Provided that this shall not affect—

- (a) the right of an employer or employee to terminate a contract of service without notice for any good cause recognised by law as sufficient;

(b) 'n ooreenkoms tussen 'n werkgever en 'n werknemer whereby voorsiening gemaak word vir 'n langer kennisgewingstermyn as een volle werkdag: Voorts met dien verstande dat 'n werkgever aan 'n werknemer loon vir en in plaas van die voorgeskrewe of ooreengekome kennisgewingstermyn kan betaal.

(2) Wanneer die dienskontrak beëindig kan word deur een volle werkdag vooraf kennis te gee en die werknemer versuim om aldus kennis te gee of om vir sodanige kennisgewingstermyn te werk, kan die werkgever die besoldiging vir die ure van 'n gewone skof in die betrokke bedryfsinrigting aftrek.

32bis DIENSBEËINDIGING AS GEVOLG VAN SWANGERSKAP

Ondanks andersluidende bepalings in hierdie Ooreenkoms is die volgende spesiale bepalings van toepassing op werknemers wie se diens as gevolg van swangerskap beëindig word:

(1) Vir doeleindes van hierdie klousule beteken—

“werknemer” 'n werknemer wie se diens as gevolg van swangerskap beëindig word en sluit dit werknemers in wat vervaardigings- of produksieprosesse onderneem waarvoor loonskale nie in hierdie Ooreenkoms gelys word nie maar wie se werksaamhede regstreeks verband hou met die dienste soos gedek deur die toepassingsbestek van hierdie Ooreenkoms, maar dit is nie van toepassing nie op die werk onderneem deur administratiewe personeel en/of werknemers in diens op nieproduksie werksaamhede;

“permanente werknemer” enige ander werknemer as 'n werknemer spesifiek in diens geneem op 'n korttermynkontrakbasis, soos in hierdie klousule bepaal, as plaasvervanger vir 'n werknemer wie se dienste as gevolg van swangerskap beëindig is;

“tydelike plaasvervangerwerknemer” 'n werknemer spesifiek op 'n korttermynkontrakbasis in diens geneem, soos in hierdie klousule bepaal, om as plaasvervanger op te tree vir 'n werknemer wie se dienste as gevolg van swangerskap beëindig is.

(2) Enige permanente werknemer wat twee jaar diens by dieselfde werkgever voltooi het, is geregtig op die voordele, soos in hierdie klousule voorsien, wanneer diens as gevolg van swangerskap beëindig word:

(a) Die werkgever moet die werknemer van 'n geskrewe herindiensnemingswaarborg voorsien, geldig vir 'n tydperk van minstens ses maande vanaf datum van diensbeëindiging.

(b) Die werkgever se skriftelike waarborg van herindiensneming bedoel in subklousule (a) moet—

(i) die datum van herindiensneming, soos deur die werkgever en die werknemer ooreengekom, spesifiseer;

(ii) duidelik uiteensit dat indien 'n werknemer diens wil hervat op 'n datum vroeër of later (hoogstens ses maande vanaf die datum van diensbeëindiging) as die datum bedoel in (i), die werknemer die werkgever minstens vier weke kennis moet gee van sodanige beoogde dienshervatting;

(iii) mits 'n werknemer daarop geregtig is duidelik uiteensit die voordele waarop die werknemer geregtig is ten opsigte van die Werkloosheidsversekeringsfonds, die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid se Siekefondsooreenkoms of, waar die werknemer deelneem in enige ander fonds, organisasie of skema wat voordele ten opsigte van swangerskap voorsien en ten opsigte waarvan 'n vrystelling deur die Raad verleë is of verleë word van die bepalings van die Nasionale Nywerheidsraad in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid se Siekefondsooreenkoms; en

die werkgever moet die werknemer van die nodige eisevorms voorsien soos benodig mag word ten opsigte van voordele aan die werknemer verskuldig en behoort die werknemer by te staan met die voltooiing en indiening van die eisevorms;

(iv) besonderhede voorsien van die werknemer se beroep en die loonskaal van toepassing by diensbeëindiging.

(b) any agreement between an employer and employee providing for a longer period of notice than one clear working day: Provided further that an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

(2) Whenever the contract of service is terminable by one clear working day's notice and the employee fails to give the notice or to work such notice period, the employer may deduct pay for the hours of an ordinary shift in the establishment concerned.

32bis TERMINATION OF EMPLOYMENT OWING TO PREGNANCY

Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee whose employment is terminated owing to pregnancy:

(1) For the purposes of this section—

“employee” means an employee whose employment is terminated owing to pregnancy and includes employees employed in a manufacturing or production process whose rate of pay is not scheduled in this Agreement, but whose activities are directly concerned with the services as covered by the scope of application of this Agreement, but does not apply to the work carried out by administrative staff and/or those employees employed on non-production operations;

“permanent employee” means any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this section, to substitute for an employee whose services were terminated owing to pregnancy;

“substitute temporary employee” means an employee who is specifically employed on a short-term contract, as provided for in terms of this section, to substitute for an employee whose services were terminated owing to pregnancy.

(2) Any permanent employee who has completed two years' service with the same employer shall be entitled to the benefits provided for in this section on termination of the employee's services owing to pregnancy:

(a) The employee shall be provided by the employer with a written guarantee of re-employment valid for not less than six months after the date of termination.

(b) The employer's written guarantee of re-employment referred to in paragraph (a) shall—

(i) specify the date of return to work mutually agreed upon between the employer and the employee;

(ii) state clearly that should the employee wish to return to work earlier or later than the date referred to in (i), up to a maximum period of six months from the date of termination, the employee shall give the employer not less than four weeks' prior notice of such intention;

(iii) provided the employee is so entitled, state clearly the benefits the employee is eligible for (entitled to) from the Unemployment Insurance Fund, the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund or, in respect of the employee's participation in any other fund, organisation or scheme providing benefits in respect of pregnancy and in respect of which exemption has been granted or is granted by the Council, from the provisions of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund Agreement; and

the employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and should assist the employee to complete and submit the claim/s;

(iv) state the details of the employee's occupation and rate of pay at the time of termination.

(c) Die bepalings van klousule 13 (4) en 15 (2) van hierdie Ooreenkoms ten opsigte van verlof en verlofbonus is van toepassing by diensbeëindiging.

(d) Binne die tydperk in paragraaf (b) bedoel, mag die werknemer om herindiensneming aansoek doen, en mits die werknemer op die datum bedoel in paragraaf (b) (i) of (ii) diens hervat, moet die werkgever die werknemer in diens plaas—

(i) in dieselfde of 'n soortgelyke pos soos dié van toepassing by diensbeëindiging;

(ii) teen 'n loonskaal en diensvoorwaardes nie minder gunstig as dié van toepassing by diensbeëindiging nie.

(e) By herindiensneming moet die werknemer—

(i) se diens vir doeleindes van kwalifikasie vir addisionele verlof soos voorsien in klousule 14 en verlofbonus soos voorsien in klousule 15 as deurlopend geag word, maar die tydperk van afwesigheid word nie as diens in berekening gebring vir doeleindes van hierdie klousule nie;

(ii) geensins benadeel word vir doeleindes van bevordering en/of merieteverhogings as gevolg van die tydperk van afwesigheid nie;

(iii) geregtig wees op enige verhoging voorgeskryf vir die werksaamheid in enige nywerheidsooreenkoms wat van toepassing geword het gedurende die tydperk van afwesigheid;

(iv) geen verlaging in status ondergaan relatief tot ander werknemers as gevolg van die tydperk van afwesigheid nie.

(3) By diensbeëindiging van enige werknemers, soos voorsien in hierdie klousule, is die werkgever geregtig om 'n tydelike plaasvervangerwerknemer(s) in diens te neem op 'n korttermynkontrakbasis, soos voorsien in die Bylaag by hierdie klousule teen minstens die loonskaal in hierdie Ooreenkoms voorgeskryf vir die werk wat die tydelike plaasvervangerwerknemer sal onderneem of, waar geen loonskaal in hierdie Ooreenkoms voorgeskryf word nie, teen die loonskaal normaalweg van toepassing op werknemers in diens op operatiewe of vervaardigingsprosesse. Korttermynkontrakte vir tydelike plaasvervangerwerknemers moet bepalings bevat wat by indiensneming die werknemer sal verwittig dat die dienskontrak beëindig sal word—

(i) by dienshervatting van die afwesige werknemer;

(ii) as daar minstens drie weke skriftelike kennisgewing gegee word in gevalle waar die afwesige werknemer die werkgever verwittig het van vroeër of later dienshervatting soos voorsien in klousule (2) (b) (ii) hierbo.

Die tydelike plaasvervangerwerknemer moet aanvaarding van hierdie voorwaardes skriftelik bevestig.

Indien die korttermynplaasvervangerwerknemer deur die werkgever na die verstryking van die korttermynkontrak in diens gehou word, moet die voorwaardes van die korttermynkontrak vervang word deur die bepalings van hierdie Ooreenkoms.

(4) Vir doeleindes van enige personeelvermindering of -afdeling wat plaasvind gedurende die afwesigheid van 'n werknemer, moet sodanige werknemer geklassifiseer en beskou word as 'n werknemer in diens. Indien sodanige omstandighede voorkom, moet alle korttermynplaasvervangerwerknemers se diens voor dié van permanente werknemers beëindig word.

(5) Die werknemer word geag diens te beëindig het vir alle ander doeleindes van die Ooreenkoms.

(6) 'n Permanente werknemer wat minder as twee jaar by dieselfde werkgever in diens is en wie se diens as gevolg van swangerskap beëindig word, kan nie herindiensneming gewaarborg word nie, maar moet op voorkeur bo ander werksoekers geregtig wees sou sodanige werknemer aansoek doen om herindiensneming.

(c) The provisions of section 13 (4) of this Agreement in respect of leave pay and section 15 (2) in respect of leave bonus shall be applied on termination.

(d) Within the period referred to in paragraph (b) the employee may make application for re-employment and, provided the employee returns to work on the date referred to in paragraph (b) (i) or (ii) of this section, the employer shall re-employ the employee—

(i) in the same or in a similar position to the position held at termination;

(ii) on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment which applied on termination.

(e) On re-employment the employee shall—

(i) be treated as having unbroken service for the purpose of qualification for additional leave, as provided for in section 14, and leave bonus, as provided for in section 15; however, the period of absence shall not be counted as service in the application of this subparagraph;

(ii) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;

(iii) be entitled to any increase prescribed for the job grade in any industrial agreement which comes into operation during the period of absence;

(iv) not suffer any decrease in relative status to other employees as a result of the period of absence.

(3) On the termination of any employee(s) employment as provided for in this section, the employer shall be entitled to employ (a) substitute temporary employee(s) on (a) short-term contract(s) of employment as provided for in the Annexure to this section at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee or, where there is no rate prescribed in this Agreement, at the rate normally paid to an employee employed for work in operative or manufacturing processes. Short-term contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—

(i) on the return to work of the employee who is absent;

(ii) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier or later return to work, as provided for in subsection (2) (b) (ii) above.

The substitute temporary employee shall signify acceptance of these conditions in writing.

If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.

(4) For the purpose of any retrenchment or reduction in the workforce which may arise during the absence of an employee, the employee shall be classified and dealt with as an employee in employment. Should such circumstances arise, all substitute temporary employees shall be retrenched before permanent employees.

(5) The employee shall be deemed to have terminated employment for all other purposes of the Agreement.

(6) A permanent employee who has less than two year's employment with the same employer and whose employment is terminated owing to pregnancy shall not be entitled to a guarantee of re-employment but shall be entitled to preference over the other applicants should the employee apply for re-employment.

BYLAE BY KLOUSULE 32bis**KORTTERMYNDIENSKONTRAK VIR TYDELIKE PLAAS-
VERVANGERWERKNEMERS****DIENSKONTRAK**

Ingevolge klousule 32bis van die Hysbakingenieurs-ooreenkoms)

(Die werkgewer) onderneem om (korttermyn-plaasvervangerwerknemer) in diens te neem en die korttermynplaasvervangerwerknemer erken hiermee diensaanvaarding onderworpe aan die volgende voorwaardes:

- (i) Hierdie dienskontrak is vir 'n tydperk van hoogstens ses maande geldig vanaf tot of verval op datum van herindiensneming van (permanente werknemer) behoudens klousule (ii) hieronder.
- (ii) Hierdie dienskontrak eindig op synde herindiensnemingdatum van (permanente werknemer) of eindig drie weke vanaf datum van skriftelike kennisgewing aan korttermynplaasvervangerwerknemer dat (permanente werknemer) kennis gegee het van dienshervatting op 'n datum vroeër of later na gelang van die geval, soos voorsien in klousule 32bis (2) (b) (ii) van hierdie Ooreenkoms.
- (iii) Indien op die datum van terugkeer van permanente werknemer (.....) die korttermynplaasvervangerwerknemer deur die werkgewer in diens gehou word, word die bepalings van hierdie kontrak outomaties vervang deur die bepalings van hierdie Ooreenkoms.
- (iv) Vir die doeleindes van afdanking of personeelvermindering gedurende die afwesigheid van die permanente werknemer word alle korttermynplaasvervangerwerknemers eerste afgedank voor permanente werknemers.
- (v) By verstryking van die kontraktydperk soos gespesifiseer in (i) en (ii) hierbo, word die kontrak outomaties beëindig. Sodanige beëindiging word geag voltooiing van kontrak te wees en nie personeelvermindering nie.
- (vi) Die oorblywende diensvoorwaardes, nie spesifiek hierbo genoem nie, is die werkgewer se bestaande beleid, reëls en regulasies en die algemene diensvoorwaardes soos vervat in die Ooreenkoms vir die Hysbakingenieursnywerheid.
- (vii) Wanneer diens voortgaan na die terugkeer van die permanente werknemer (.....) word hierdie kontrak outomaties beëindig en is die bepalings van die Ooreenkoms van toepassing.

Die tydelike plaasvervangerwerknemer erken hiermee dat hy/sy die bepalings van hierdie kontrak verstaan en aanvaar.

Geteken te op 19.....

Werkgewer

Werknemer

Getuie

33. DIENSSERTIFIKAAT

Elke werkgewer moet aan elke werknemer by sy diensbeëindiging 'n dienssertifikaat verskaf waarop die volgende vermeld word: Die volle name van die werkgewer en die werknemer, die aard van die diens, die datums van aanvang en die beëindiging van die kontrak en die besoldiging wat die werknemer op die datum van sodanige beëindiging ontvang het, en die werkgewer moet 'n kopie van sodanige dienssertifikaat aan die betrokke Streekraad stuur. Met dien verstande dat waar die loon van 'n werknemer in hierdie Ooreenkoms volgens die duur van sy diens bepaal word, die werknemer by diensverandering 'n dienssertifikaat aan sy nuwe werkgewer moet toon ten einde geregtig te word op die besoldiging wat volgens die duur van sy diens voorgeskryf word.

ANNEXURE TO SECTION 32bis**LIMITED DURATION CONTRACT OF EMPLOYMENT FOR
SUBSTITUTE TEMPORARY EMPLOYEES****CONTRACT OF EMPLOYMENT**

(In terms of section 32bis of the Lift Engineering Agreement)

(The employer) agrees to engage the services of (the substitute temporary employee) and the substitute temporary employee hereby agrees to accept service with the employer on the following terms and conditions:

- (i) The duration of this Contract of Employment shall be for a maximum period extending from to or upon re-employment of (the permanent employee) in terms of clause (ii) below.
- (ii) This Contract of Employment shall terminate on being the agreed date of return of (the permanent employee) or three weeks after the substitute temporary employee has been given written notice that (the permanent employee) has given the employer notice of an earlier or later return to work, as the case may be, as provided for in section 32bis (2) (b) (ii) of this Agreement.
- (iii) If, at the time of return of the permanent employee (.....), the substitute temporary employee continues in the employment of the employer this contract shall automatically be replaced by the provisions of this Agreement.
- (iv) For the purpose of any retrenchment or reduction in the workforce which may arise during the absence of the permanent employee, all substitute temporary employees shall be retrenched before permanent employees.
- (v) On completion of the contract period as detailed in (i) or (ii) above, the contract shall automatically terminate. Such termination shall not be construed as being retrenchment but shall be completion of contract.
- (vi) The remaining conditions of employment, not expressly detailed above, shall be the existing employer policy, rules and regulations and the general conditions of employment as contained in this Agreement for the Lift Engineering Industry.
- (vii) Where employment continues after the return of the permanent employee (.....), this contract shall automatically terminate and the provisions of the Agreement shall apply.

The substitute temporary employee acknowledges that he/she understands the contents of this contract and signifies acceptance thereof.

Signed at on 19.....

The Employer

The Employee

The Witness

33. CERTIFICATE OF SERVICE

Every employer shall provide each employee on the termination of his employment with a certificate of service showing the full names of the employer and the employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination, and the employer shall forward a copy of such certificate of service to the Regional Council concerned: Provided that where in this Agreement the wage of any employee is determined by length of service it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to remuneration prescribed for length of service.

34. TECHNOLOGIESE VERANDERING

Indien daar gedurende die geldigheidstermyn van hierdie Ooreenkoms te eniger tyd vertoë tot die Raad gerig word dat 'n posoms krywing ten opsigte van die verrigting van enige werk ongeskik is as gevolg van tegnologiese veranderinge wat na die datum van inwerkingtreding van hierdie Ooreenkoms ingevoer is, moet sodanige vertoë op die eersvolgende vergadering van die Raad oorweeg word en moet die Raad besluit of die voorwaardes gewysig moet word en of omstandighede dit regverdig dat vrystelling verleen word ten einde die toepassing van geskikter voorwaardes te magtig en of die voorwaardes wat ingevolge hierdie Ooreenkoms van toepassing is, sonder wysiging op sodanige werk toegepas moet word.

35. WERKSEKURITEIT

Vir die toepassing van hierdie klousule, nieteenstaande die omskrywing van "werknemer" in klousule 3, sluit "werknemer" persone in wat werk-, produksie- of vervaardigingsprosesse verrig wat nie in hierdie Ooreenkoms gelys is nie.

(1) *Basiese oogmerke:* (a) Die basiese oogmerke van hierdie klousule is—

- (i) die beskerming van die werknemer se regte teen—
 - (aa) vermindering in basiese diensvoorwaardes;
 - (ab) onregverdigde ontslag uit diens;
 - (ac) diskriminasie by herindiensneming en bevorderingsgeleenthede en -prosedures; en
 - (ad) vermindering van werkgeleenthede;
 - (ii) die beskerming van die werkgever en bestuur se regte en prosedures om—
 - (aa) dissipline binne die hele arbeidskorps te handhaaf;
 - (ab) werknemers te ontslaan wanneer ekonomiese toestande of ander faktore tot so 'n stap aanleiding gee; en
 - (ac) volgens verdienste te bevorder en te werf;
 - (iii) om—
 - (aa) gelyke werkgeleenthede vir alle groepe werkers te bied;
 - (ab) ordelike verandering te verseker waar verandering kan plaasvind;
 - (ac) wrywing tussen persone te voorkom wat bevordering en indiensneming betref;
 - (ad) oorlegpleging tussen werkgever- en werknemerverteenwoordigers in verband met hierdie klousule te verseker;
 - (ae) opleidings- en heropleidingsprosedures vas te stel; en
 - (iv) om die nodige masjinerie te verskaf ter verwesentliking van die oogmerke uiteengesit in subklousule (1) (a) (i) tot (iii).
- (b) Hierdie klousule maak voorsiening vir die werksekuriteit van bestaande posbuckleërs en vir hul opleiding en/of heropleiding en is van toepassing op sodanige persone as wat op die datum van inwerkingtreding van hierdie Ooreenkoms in diens van die werkgever in die Nywerheid is.
- (c) Benewens subklousule (1) (b) is hierdie klousule van toepassing op—
- (i) persone wat, hoewel hulle nie tans in die Nywerheid in diens is nie, minstens ses maande ondervinding in die Nywerheid gehad het gedurende die 12 maande voor die datum van inwerkingtreding van hierdie klousule;
 - (ii) werklose persone wat kragtens die Werkloosheidsversekeringswet, 1966, werkloosheidsvoordele ontvang het gedurende die tydperk van 12 maande voor die inwerkingtreding van hierdie klousule en wat vir sulke voordele gekwalifiseer het op grond van diens in die Nywerheid en wat in die Nywerheid in diens was onmiddellik voordat hulle werkloos geword het;

34. TECHNOLOGICAL CHANGES

If, during the currency of the Agreement, representations are at any time made to the Council that any job description in respect of the performance of any work is unsuitable as the result of technological changes introduced subsequent to the date of coming into force of this Agreement, such representations shall be considered at the first ensuing meeting of the Council which shall decide whether the conditions shall be amended or whether circumstances warrant an exemption being granted so as to authorise the application of more appropriate conditions or whether the conditions applicable under the Agreement shall apply to such work without modification.

35. SECURITY OF EMPLOYMENT

For the purposes of this section, notwithstanding the definition of "employee" in section 3, "employee" includes persons employed in operative, production or manufacturing processes not scheduled in this Agreement.

(1) *Basic objectives:* (a) The basic objectives of this section shall be—

- (i) to further the protection of the rights of employees in cases of—
 - (aa) reduction in basic conditions of employment;
 - (ab) unfair dismissal from employment;
 - (ac) discrimination in terms of re-engagement and promotion opportunities and procedures; and
 - (ad) diminution of employment opportunities;
- (ii) to further the protection of the rights and procedures of employers and managements to—
 - (aa) maintain discipline within the total labour force;
 - (ab) retrench employees where economic conditions or other factors occasion such a step; and
 - (ac) promote and recruit on merit;
- (iii) to—
 - (aa) provide equal employment opportunities for all groups of workers;
 - (ab) ensure orderly change where change can take place;
 - (ac) obviate friction between persons in matters of promotion and employment;
 - (ad) ensure consultation between employers and worker representatives regarding this section; and
 - (ae) establish training and retraining procedures; and
- (iv) to provide the necessary machinery to achieve the objectives set out in subsection (1) (a) (i) to (iii).

(b) This section provides for the employment security of existing incumbents of jobs and for their training and/or retraining and shall apply to such persons who are in the employment of the employer in the Industry on the date of coming into force of this Agreement.

(c) Notwithstanding subsection (1) (b), the provisions of this section shall apply to—

- (i) persons who, while not currently employed in the Industry, have had not less than six months experience in the Industry during the 12 months prior to the date of coming into force of this section;
- (ii) unemployed persons who, in terms of the Unemployment Insurance Act, 1966, received unemployment benefits during the 12-month period prior to the coming into force of this section and who qualified for such benefits as a result of employment in the Industry and who immediately prior to becoming unemployed were employed in the Industry;

(iii) persone wat werk soek of wat weer in diens geneem word in die Nywerheid na voltooiing van 'n tydperk van militêre diens kragtens die Verdedigingswet, 1957;

(iv) bykomende werknemers wat in diens geneem is na die inwerkingtreding van hierdie klousule, op wie subklousules (5) (6) en (7) *mutatis mutandis* van toepassing is na sodanige indiensneming; en

(v) sodanige ander persone as wat die Raad van tyd tot tyd mag bepaal.

(2) *Werksekuriteit*: (a) Geen werkgever mag 'n werknemer se diens beëindig of hom bevorder tot 'n klas werk waarvoor 'n hoër loon betaal word nie, tensy hy aan die bepalings van hierdie klousule voldoen het.

(b) Werkgevers in die Nywerheid moet werksekuriteit aan werknemers bied teen diensvoorwaardes wat nie minder gunstig is nie as hul voorwaardes met betrekking tot die betrokke werkkategorie op die datum van inwerkingtreding van hierdie klousule en vir die duur van hierdie Ooreenkoms, behoudens nakoming van—

(i) die normale vereistes van dissiplinêre prosedures; en

(ii) bepalings rakende die ontslag van werknemers as gevolg van 'n tekort aan werk of ander omstandighede in die bedryfsinrigting, behoudens subklousule (3) hiervan.

(3) *Vermindering van werknemers*: In die geval van diensopskorting of die vermindering van die werknemers as gevolg van 'n tekort aan werk of ander omstandighede in die bedryfsinrigting moet die werkgever die Raad 14 dae voor die datum van vermindering van werknemers skriftelik in kennis stel van—

(a) die getal waarmee werknemers verminder gaan word;

(b) die effektiewe datum van hierdie vermindering;

(c) die beroepskategorieë soos in die Ooreenkoms ingelys van die werknemers wat hierdeur geraak gaan word;

(d) die grondslag vir die identifisering van werknemers wat hierdeur geraak gaan word; en

(e) die uitdruklike rede waarom die werknemers verminder gaan word.

(4) *Herindiensneming van werknemers wat deur die vermindering geraak word*: Wanneer 'n werkgever sy werknemers verminder, moet hy, indien hy later bykomende werknemers in diens neem, sover prakties moontlik voorkeur gee aan die herindiensneming van die werknemers wat deur die vermindering van werknemers in sy bedryfsinrigting geraak is en daarna aan ander werknemers wat in die Nywerheid ontslaan is en wat gekwalifiseerd en beskikbaar is om die werkkategorieë te onderneem wat die werkgever verlang.

(5) *Bevordering, opleiding en/of heropleiding*: (a) Wanneer bevorderingsgeleenthede binne die bedryfsinrigting van 'n werkgever ontstaan, moet die werkgever die vereistes van kandidate vir bevordering stel wat betref—

(i) opvoedkundige of ander kwalifikasies;

(ii) opleiding en/of heropleiding; en

(iii) ondervinding en/of verwante ondervinding.

Die werkgever moet hierdie inligting op versoek aan die Raad verstrek. Behoudens subklousule (6) hiervan, staan dit die werkgever vry om enige werknemer(s) uit die geledere van sy werknemers wat voldoen aan die vereistes wat vir die werk gestel is, op die grondslag van verdienste te bevorder.

(b) Wanneer die werkgever opleidings- en heropleidingsfasiliteite aanbied, moet hy toesien dat dit op 'n ordelike grondslag gedoen word en die persoon wat vir opleiding en/of heropleiding gekies word, moet geplaas word in 'n werkkategorie onmiddellik bo dié waarin hy op daardie tydstip in diens is, behoudens klousule 24 van die Ooreenkoms: Met dien verstande dat indien daar vakatures in 'n hoër werkkategorie is, hy bevorder en opgelei of heropgelei kan word in sodanige hoër kategorie mits die persone wat in intermediaire kategorieë in diens is, geraadpleeg is en onwillig is om sodanige opleiding en/of heropleiding te aanvaar.

(iii) persons seeking employment or being re-employed in the Industry after completion of a period of military service in terms of the Defence Act, 1957;

(iv) additional employees engaged after the coming into force of this section to whom the provisions of subsections (5), (6) and (7) shall *mutatis mutandis* apply after such engagement; and

(v) such other persons as the Council may determine from time to time.

(2) *Security of employment*: (a) No employer shall terminate the employment of or promote an employee to a higher rated work category unless he has complied with the provisions of this section.

(b) Employers in the Industry shall provide employees with security of employment at conditions of employment not less favourable than the conditions relating to their particular work category at the date of coming into force of this section and for the duration of this Agreement, subject to compliance with—

(i) the normal requirements of disciplinary procedures; and

(ii) provisions regarding the retrenchment of employees owing to shortage of work or other circumstances in the establishment, subject to subsection (3) hereof.

(3) *Retrenchment of employees*: If there are lay-offs and/or retrenchments of employees on account of shortage of work or other circumstances in the establishment, the employer shall, 14 days prior to the date of retrenchment, notify the Council in writing of—

(a) the number of employees to be retrenched;

(b) the effective date of the retrenchments;

(c) the occupational categories scheduled in the Agreement of the employees to be retrenched;

(d) the basis of identifying employees to be retrenched; and

(e) the specific reason for retrenching the employee/s.

(4) *Re-employment of retrenched employees*: Where an employer has retrenched employees he shall, if he subsequently engages additional employees, as far as is practicable give preference to the re-engagement of those employees who were retrenched from his establishment and thereafter to other employees who have been retrenched in the Industry who are qualified and available to undertake the categories of work required by the employer.

(5) *Promotion, training and/or retraining*: (a) Where promotion opportunities occur within the establishment of an employer, the employer shall specify the requirements of candidates for promotion in terms of—

(i) educational or other qualifications;

(ii) training and/or retraining; and

(iii) experience and/or related experience.

The employer shall, on request, furnish this information to the Council. The employer shall be free, subject to the provisions of subsection (6) hereof, to promote on the basis of merit any employee/s from among those of his employees who meet the requirements specified for the job.

(b) The employer, in offering training and retraining facilities, shall ensure that this is done on an orderly basis, and the persons selected for training and/or retraining shall be placed in a job category immediately above that in which he was employed, subject to the provisions of section 24 of the Agreement: Provided that if there are vacancies in a higher category of work he may be promoted and trained or retrained in such higher category providing the persons employed in intermediate categories have been consulted and are unwilling to accept such training and/or retraining.

(c) Indien 'n werknemer opleidings- en/of heropleidingsfasiliteite op die gebied van sy werk by sy werkgewer aangebied word en hy dit van die hand wys, word hierdie subklousule geag nie op die betrokke werknemer van toepassing te wees nie.

(d) Werkgewers moet te alle tye die ordelike bevorderingsvordering van werknemers tot die werkkategorieë met hoër loontariewe verseker.

(e) Opleiding en heropleiding sluit in opleiding binne die bedryf in die bedryfsinrigting, inrigtingsopleiding in organisasies of reëlins wat deur die Raad goedgekeur is.

(f) Werkgewers moet maandeliks besonderhede aan die Raad verstrek van alle persone wat kragtens hierdie subklousule in diens is, in die vorm wat die Raad bepaal.

(6) *Gesamentlike oorlegpleging*: Om die toepassing van hierdie klousule te vergemaklik, moet masjinerie vir gesamentlike oorlegpleging ingestel word, en dit moet funksioneer op die vlak van die werkgewer se bedryfsinrigting, of 'n afdeling of seksie daarvan, soos die werkgewer bepaal. Daar moet ('n) verteenwoordiger(s) van die werkgewer wees, asook ('n) verteenwoordiger(s) van die betrokke vakverenigings wat partye by die Ooreenkoms is [deur hul werkwinkel-verteenwoordiger(s) of geakkrediteerde verteenwoordiger(s) van die betrokke vakvereniging(s)] en van die betrokke werknemer(s) en verteenwoordigers van dié werknemers wat lede is van die werke- en/of koördinerende werkkomitees en/of skakel- en/of koördinerende skakelkomitees met betrekking tot die bedryfsinrigting, of 'n afdeling of seksie daarvan. Die grootte, samestelling en prosedure van die masjinerie vir gesamentlike oorlegpleging moet bepaal word volgens die vereistes van die partye daarby, maar die grootte moet te alle tye, tensy anders ooreengekom, gelyke deelname verseker van die werkgewer en al die ander belanghebbende partye hierbo genoem.

Die werkgewer moet skriftelike verslag hou van die besprekings en beslissings van die gesamentlike oorlegplegende liggaam. In sodanige verslag moet die volgende duidelik gemeld word: Die belanghebbende partye wat geraadpleeg is, die name van die persone wat die belanghebbende partye verteenwoordig het, elke voorstel wat gemaak is en die beslissing waartoe daar ten opsigte van elke voorstel geraak is.

Elke sodanige verslag moet minstens 12 maande lank vanaf die datum van die finale beslissing gehou word en moet te alle tye vir inspeksie beskikbaar wees.

(7) *Administrasie*: (a) In geval onenigheid ontstaan oor die toepassing en/of vertolkung van hierdie klousule, het die veronregte party(e) die reg om die saak binne 14 dae nadat die onenigheid ontstaan het, te verwys na die Streekraad van die betrokke gebied. Die Streekraad moet onverwyld, maar binne hoogstens 30 dae, ondersoek laat instel na die feite, en as daar na sy mening 'n skending van die oogmerke van hierdie klousule was, 'n beroep doen op die skuldige party(e) om die skending binne sodanige tydperk reg te stel.

(b) Enige beslissing van die Streekraad wat beteken word aan die party(e) is finaal en bindend en genoemde party(e) moet daaraan voldoen. Ingeval die Streekraad en/of 'n gedelegeerde komitee nie daarin slaag om die saak wat die onenigheid uitmaak, te skik binne 30 dae na ontvangs of sodanige verlengde tydperk as wat die Streekraad bepaal nie, kan enige van die veronregte partye hom beroep op arbitrasie, en die uitspraak van die arbiter(s) wat aangestel is, is finaal en bindend en moet nagekom word deur die party(e). Arbitrasie moet ooreenkomstig die bepalings van die Raad se Konstitusie geskied: Met dien verstande dat geen bepaling daarvan die Raad verhinder om, vir die toepassing van hierdie klousule, 'n persoon of persone aan te stel om dan as vaste arbiter(s) op te tree nie.

(c) If an employee is offered training and/or retraining facilities in the field of his employment by his employer and he refuses them, the provisions of this subsection shall be deemed not to apply to the employee concerned.

(d) Employers shall at all times ensure an orderly promotional progression of employees into the higher-rated categories of work.

(e) Training and retraining shall include in-plant training in the establishment, institutional training in organisations or arrangements approved by the Council.

(f) Employers shall submit monthly to the Council details of all persons employed in terms of this subsection in such form as the Council may determine.

(6) *Joint consultation*: In order to facilitate the implementation of the provisions contained in this section, joint consultative machinery shall be established which shall operate at the level of the employer's establishment, or department or section thereof, as may be determined by the employer. There shall be (a) representative/s of the employer; (a) representative/s of the affected trade unions party to the Agreement (either through their shop steward/s or accredited representative/s of the trade union/s concerned) and of the employee/s concerned and representatives of those employees engaged in the works and/or co-ordinating works committees and/or liaison and/or co-ordinating liaison committees relating to the establishment, or department or section thereof. The size, composition and procedures of the joint consultative machinery shall be determined in accordance with the requirements of the parties thereto, but the size shall at all times, unless otherwise agreed, ensure equal participation of the employer and all the other interested parties referred to above.

The employer shall keep a written record of the discussions and decisions of the joint consultative body. Such record shall clearly reflect the interested parties consulted, the names of the persons representing the interested parties, each proposal made and the decision arrived at in respect of each proposal.

Each such record shall be retained for a period of at least 12 months from the date of the final decision made and shall be available for inspection at all times.

(7) *Administration*: (a) Should a disagreement arise relating to the application and/or interpretation of the provisions of this section, the aggrieved party/parties shall, within 14 days of the disagreement arising, be entitled to refer the matter to the Regional Council of the area concerned. The Regional Council shall forthwith, and not later than within 30 days, cause an investigation to be made into the facts and if, in its view, there has been a contravention of the objectives of this section shall call upon the offending party/parties within such period to remedy the contravention.

(b) Any decision of the Regional Council that is served on the party/parties shall be final and binding and the said party/parties shall comply therewith. Should the Regional Council and/or delegated committee fail to determine the matter constituting the disagreement within 30 days of receipt or of such extended period as the Regional Council may determine, either of the aggrieved parties may invoke arbitration and the award of the appointed arbitrator/s shall be final and binding and shall be observed by the party/parties. Arbitration shall be within the terms and provisions of the Council's Constitution: Provided that nothing therein contained shall preclude the Council from appointing a person or persons who shall, for the purposes of this section, act as standing arbitrators for the time being.

(c) Ten einde die sake in hierdie klousule vervat spoedig af te handel, word die Streekraade hierby gemagtig om 'n komitee(s) in te stel bestaande uit werkgewer- en werknemerverteenwoordigers en om sodanige spesifieke bevoegdhede as wat nodig geag word, aan sodanige komitee(s) te deleger. Sodanige komitee(s) moet alle sake wat na hom/hulle verwys word, binne 30 dae afhandel, tensy hy/hulle oor 'n verlenging ooreenkom, in welke geval subklousule (7) (b) *mutatis mutandis* van toepassing is.

(8) *Finansiering en metodes van opleiding*: (a) Die partye moet 'n gesamentlike opleiding- en heropleidingskema instel wat gefinansier moet word uit heffings wat deur 'n nywerheids-ooreenkoms opgelê word met die doel om persone op wie hierdie klousule van toepassing is, op te lei en her op te lei. Die Nywerheidsraad moet die volgende voorskryf: Die registrasiebepalings met betrekking tot enige gesamentlike opleiding- en heropleidingskema en die administrasie daarvan; die toepaslike inligting wat in verband daarmee verlang word, met inbegrip van die indiening van opgawes in die vorm wat verlang word, en die standaarde van opleiding en heropleiding wat gestel word; die uitreiking van sertifikate ten opsigte van daardie werkkategorieë wat die Raad bepaal, en enige ander aangeleenthede wat daarmee in verband staan, hetsy sodanige opleiding en heropleiding binne die nywerheid of op 'n ander grondslag geskied al dan nie. Die Nywerheidsraad word gemagtig om die administrasie van die finansiële aspekte van enige sodanige opleiding- en heropleidingskema te deleger aan 'n bestaande liggaam wat verwante take verrig op die gebied van opleiding met betrekking tot die groep nywerhede wat by hierdie Ooreenkoms ingesluit word.

(b) Ondanks hierdie subklousule is die Opvoedkundige en Opleidingsfondsooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid gepubliseer by Goewermentskenningsgewing R. 2000 van 24 Oktober 1975, soos gewysig, of enige daaropvolgende ooreenkoms van toepassing ten opsigte van die klasse werknemers op wie dit betrekking het.

(9) *Indiensplasingdienste*: Die Raad moet by sy Streekraade indiensplasingdienste verskaf vir persone in subklousule (1) (c) hiervan bedoel.

Werkgewers moet voorkeur gee aan die indiensneming van persone wat militêre diens voltooi het en wat by die Raad aansoek doen binne drie maande na voltooiing van sodanige diens, en aan sodanige ander persone as wat beskikbaar is in die werkkategorie waarin daar in die werkgewer se bedryfsinrigting 'n vakature bestaan.

(10) *Verbod*: Ingeval 'n werkgewer versuim om aan hierdie klousule te voldoen of indiensnemingspraktyke volg wat nadelig is vir die handhawing van goeie werkgewer/werknemer-verhoudings, moet die Uitvoerende Komitee van die Raad na sy volstrekte goeddunke van die werkgewer vereis om 'n onmiddellike herstel te bewerkstellig van die posisie wat in sy bedryfsinrigting gegeld het onmiddellik voor die datum van inwerkingtreding van hierdie klousule of sodanige ander latere datum as wat die Uitvoerende Komitee oor eenkomste bepaal.

36. PROSEDURES VIR ONDERHANDELING OOR OOREENKOMSTE EN BESLEGTING VAN GESKILLE

(1) Hierdie Nywerheidsraad moet in die onderneming, nywerheid, bedryf of beroep en in die gebied ten opsigte waarvan hy geregistreer is, daarna streef om deur die totstandbrenging van ooreenkomste of andersins die ontstaan van geskille te voorkom en om geskille wat ontstaan het of kan ontstaan tussen werkgewers of werkgewersorganisasies en werknemers of vakverenigings te besleg en sodanige stappe te doen as wat hy raadsaam ag om die reëling of beslegting van aangeleenthede van onderlinge belang vir werkgewers of werkgewersorganisasies en werknemers of vakverenigings teweeg te bring.

(2) Vir die doeleindes van die nakoming van bogenoemde bepalings van die Wet op Arbeidsverhoudinge, 1956, moet die prosedures soos uiteengesit in die Konstitusie van die Raad gevolg word.

(c) For the purpose of dealing expeditiously with the matters contained in this section, Regional Councils are hereby empowered to establish (a) committee/s consisting of employer and employee representatives and to delegate such specific powers as deemed necessary to such committee/s. Such committee/s shall dispose of all matters referred to it/them within 30 days unless it/they agree to an extension, when the provisions of subsection (7) (b) shall *mutatis mutandis* apply.

(8) *Funding and methods of training*: (a) The parties shall establish a joint training and retraining scheme which shall be financed from levies imposed by an industrial agreement for the purpose of training and retraining persons to whom this section applies. The Industrial Council shall prescribe the registration provisions relating to any joint training and retraining scheme and its administration, the relevant information which may be called for in regard thereto, including the rendition of returns in such form as may be required and the training and retraining standards to be set and the issue of certificates respecting such work categories as it may determine and any other matters having relevance thereto, whether or not such training and retraining is conducted on a in-plant or other basis. The Industrial Council is authorised to delegate the administration of the financial aspects of any such training and retraining scheme to an existing body performing allied tasks in the training field relative to the group of industries encompassed by this Agreement.

(b) Notwithstanding the provisions of this subsection, the Iron, Steel, Engineering and Metallurgical Industries Education and Training Fund Agreement published under Government Notice R. 2000 dated 24 October 1975, as amended, or any subsequent agreement shall apply in respect of those classes of employees to which it relates.

(9) *Employment placement services*: The Council shall provide at its Regional Councils employment placement services for persons referred to in subsection (1) (c) hereof.

Employers shall give preference to the employment of persons who have completed military service and who apply to the Council within three months of such completion of service and to other persons who are available in the work category in which a vacancy exists in the employer's establishment.

(10) *Prohibition*: Should an employer fail to comply with this section, or engage in employment practices detrimental to the conduct of good employer/employee relations, the Executive Committee of the Council shall in its absolute discretion require the employer to effect an immediate restoration to the position obtaining in this establishment immediately prior to the date of coming into force of this section or such other subsequent date as the Executive Committee may determine.

36. PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES

(1) This Industrial Council shall within the undertaking, industry, trade or occupation and in the area in respect of which it has been registered, endeavour, by the negotiation of agreements or otherwise, to prevent disputes from arising, and to settle disputes that have arisen or may arise between employers or employers' organisations and employees or trade unions and take such steps as it may think expedient to bring about the regulation or settlement of matters of mutual interest to employers or employers' organisations and employees or trade unions.

(2) For the purposes of complying with the above-mentioned provisions of the Labour Relations Act, 1956, the procedures set out in the Council's Constitution shall be followed.

37. LONE

(1) Geen werkgever mag aan 'n werknemer wat werk verrig wat in die Bylaes van hierdie Ooreenkoms ingedeel is, laer lone betaal as dié wat voorgeskryf is nie en geen werknemer mag laer lone aanvaar as dié wat voorgeskryf is nie, naamlik:

- (a) In Loongroep 1: R15,38 per uur.
- In Loongroep 2: R11,29 per uur.
- In Loongroep 3: R 7,20 per uur.
- In Loongroep 4: R 5,84 per uur.

(b) Vakleerlinge:

- Eerste jaar R 5,38 per uur.
- Tweede jaar R 6,15 per uur.
- Derde jaar R 7,69 per uur.
- Vierde jaar R12,30 per uur.

(2) Elke werknemer wat by die inwerkingtreding van hierdie Ooreenkoms by 'n werkgever in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgever in diens is en ongeag of sy werklike tarief van besoldiging onmiddellik vóór vermelde datum hoër was as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, al dan nie, minstens die werklike tarief van besoldiging betaal word wat hy onmiddellik vóór vermelde datum ontvang het.

(3) Operateurs mag kategorie 3-werk onderneem slegs met dien verstande dat hulle 'n opleidingsprogram(mê) geslaag het wat deur die Nywerheidsraad erken word en in besit is van 'n bekwaamheidsertifikaat uitgereik deur die werkgever wat die funksies dek wat hulle mag onderneem behoudens die Bylaes van hierdie Ooreenkoms.

(4) Die werkgevers wat 'n party by hierdie Ooreenkoms is, het onderneem om ten tyde van die toekenning van loonverhogings duidelik te onderskei tussen loonverhogings wat 'n komponent is van onderhandelings kragtens hierdie Ooreenkoms en enige ander verhogings, soos merieteverhogings, wat aan werknemers toegeken mag word.

(5) Geen werknemer mag in enige enkele week in meer as een beroep wat in hierdie Ooreenkoms gelys is, met inbegrip van enige oortyd in 'n hoër besoldigde beroep gewerk, teen verskillende loonskale werksaam wees nie, tensy betaling gedoen word asof sodanige werknemer vir daardie hele week werksaam was in die hoër besoldigde beroep: Met dien verstande dat wanneer 'n laer besoldigde werknemer tydelik in die plek gestel word van 'n hoër besoldigde werknemer wat van sy werk afwesig is en nie elders in die bedryfsinrigting werk nie, sodanige plaasvervangende werknemer teen die hoër koers besoldig word slegs vir die tydperk wat hy werklik in die hoër besoldigde werk werksaam was. Enige tydperk van minder as 'n halwe skof altesaam in 'n bepaalde week waarin 'n werknemer as plaasvervanger werk, tel nie vir besoldiging teen die hoër skaal nie.

(6) 'n Werknemer wat voornemens is om alle werknemers of 'n spesifieke kategorie werknemers verhogings toe te staan, moet met die vakverenigings waarvan die betrokke werknemers lede is, oorleg pleeg.

38. VLAKKE VAN ONDERHANDELING

Tensy waar gesamentlik ooreengekom is tussen 'n werkgever, sy werknemers en/of die vakvereniging, is die Nasionale Nywerheidsraad die enigste forum waar substantiewe aspekte wat hierdie Ooreenkoms reguleer onderhandel word en geen werkgever mag deur sy werknemers of die vakvereniging verplig word om op 'n ander vlak by onderhandelings betrokke te raak aangaande enige substantiewe aangeleentheid gedurende die termyn van hierdie Ooreenkoms nie.

37. WAGES

(1) No employer shall pay to any employee engaged on work classified in the Schedules to this Agreement wages lower than those stipulated and no employee shall accept wages lower than those stipulated, namely:

- (a) In Wage Group 1: R15,38 per hour.
- In Wage Group 2: R11,29 per hour.
- In Wage Group 3: R 7,20 per hour.
- In Wage Group 4: R5,84 per hour.

(b) Apprentices:

- First year R 5,38 per hour.
- Second year R 6,15 per hour.
- Third year R 7,69 per hour.
- Fourth year R12,30 per hour.

(2) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date.

(3) Operators may be employed on Category 3 work only if they have passed (a) training programme/s recognised by the Industrial Council and are in possession of a certificate of proficiency issued by the employer covering the functions that they are allowed to perform under the Schedules to this Agreement.

(4) The employers who are party to this Agreement have undertaken to distinguish clearly, at the time of awarding wage increases, between the wage increase component negotiated in terms of this Agreement and any other increases, such as merit increases, which may be granted to employees.

(5) No employee shall be employed in more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week in the higher-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one half of shift in the aggregate in any one week shall not count for payment at the higher rate.

(6) An employer who intends to grant increases to all employees or a particular category of employees shall consult the trade unions of which the employees concerned are members.

38. LEVELS OF BARGAINING

Except where mutually agreed between an employer, his employees and/or the trade unions, the National Industrial Council shall be the sole forum for negotiating the substantive matters regulating this Agreement and no employer shall be compelled by his employees or the trade unions to enter into further negotiations at another level on any such substantive matter during the currency of this Agreement.

Waar 'n werkgever besluit om enige diensvoorwaarde wat in hierdie Ooreenkoms gereguleer word, te wysig ten opsigte van al sy werknemers, of alle werknemers in 'n bepaalde kategorie van diens gedek deur hierdie Ooreenkoms, moet die werkgever aangaande die aangeleentheid oorleg pleeg met verteenwoordigers van die vakverenigings voordat hy die Ooreenkoms wysig.

BYLAES

A. HYSER- EN OF ROLTRAPINSTALLERING OP PERSEEL

Werkzaamheid No.	Beskrywing van werk	Loon-groep
A1	Hyserwerktuigkundige se werk (nev)	1
A2	Aanwending van emalje en/of verf (nev)	2
	Die volgende werksaamhede moet volgens die opdragte en onder die doeltreffende toesig van 'n hyserwerktuigkundige gedoen word:	
A3	Oprigting van steierwerk, met inbegrip van die saag van planke	3
A4	Boor van gate en bevestiging van ankers, insluitende die gebruik van patroongedrewe plofgereedskap	3
A5	Aanhegting, insluitende die sweis van staalskagverdelers en hangers volgens patroonplaat en/of setmaat en/of loodlyn wat vooraf deur 'n vakman gestel is	3
A6	Hysing van leirelings en/of material in hysskag, insluitende masjinerie en beheeruitrusting en plasing daarvan volgens patroonplaat en/of setmaat	3
A7	Aanhegting, insluitende die sweis van drupelsteunhoek volgens patroonplaat wat vooraf deur 'n vakman gestel is	3
A8	Monteer van platformdeuringange volgens setmate en/of patroonplate wat vooraf deur 'n vakman gestel is ..	3
A9	Vooraf gemonteerde platformingange en/of -deure in posisie plaas en vasheg, met gebruikmaking van setmate en/of patroonplate wat vooraf deur 'n vakman gestel is	3
A10	Installering van skag- en skagputuitrusting volgens setmate en/of patroonplate wat vooraf deur 'n vakman gestel is, uitgesonderd die plunjer van 'n hidrouliese hyser	3
A11	Monteer van hysbakpanele volgens patroonplate en/of setmate	3
A12	Vashegting van fassieplate wat vooraf gesny en geboor is	3
A13	Monteer van uitlaatkaste en/of sein-toebehore	3
A14	Teenwigramwerk en vulmassastukke monteer en/of in posisie plaas	3
A15	Hysbakraamwerk monteer en/of in posisie plaas	3
A16	Afwerking van leibaanlasse met die hand en/of 'n skuurmasjien	3
A17	Sny van bedradingskanale, met gebruikmaking van handgereedskap	3

Where an employer decides to amend any condition of employment regulated by this Agreement in respect of all employees or all employees in a specific category of employment covered by this Agreement, the employer shall consult on the matter with representatives of the trade unions before amending the Agreement.

SCHEDULES

A. LIFT AND/OR ESCALATOR INSTALLATION ON SITE

Operation No.	Job description	Wage group
A1	Lift mechanic's work (nes)	1
A2	Application of enamels and/or paints (nes)	2
	The following operations shall be performed to the instructions and under the effective supervision of a lift mechanic:	
A3	Erection of scaffolding, including cutting of timber planks	3
A4	Drilling of holes and setting anchors, including using cartridge-driven explosive tools	3
A5	Fastening, including welding of shaft steel dividers and brackets, to templates and/or jigs and/or plumb lines preset by a journeyman	3
A6	Hoisting of guiderails and/or materials in hoistway, including machinery and control gear, and positioning these to templates and/or jigs	3
A7	Fastening, including welding of sill support angle to templates preset by a journeyman	3
A8	Assembling of landing door entrances to jigs and/or templates preset by a journeyman	3
A9	Positioning and securing of pre-assembled landing entrances and/or doors, using jigs and/or templates preset by a journeyman	3
A10	Installation of pit and shaft equipment to jigs and/or templates, excluding the plunger of an hydraulic lift	3
A11	Assembly of car body panels to templates and/or jigs	3
A12	Securing of pre-cut and pre-drilled fascia plates	3
A13	Mounting of outlet boxes and/or signal fixtures	3
A14	Assembly and/or positioning of counterweight frame and filler mass pieces	3
A15	Assembly and/or positioning of car frame	3
A16	Dressing of guide rail joints by hand and/or by sanding machine	3
A17	Cutting of trunking, using hand tools	3

Werkzaamheid No.	Beskrywing van werk	Loon-groep	Operation No.	Job description	Wage group
A18	Hang van kables, uitgesonderd koppelbeslagting of stel van spanning....	3	A18	Rope hanging without capping or tensioning.....	3
A19	Bedrading en/of harnasse roeteer ter voorbereiding van koppeling, insluitende die inprop van saamgestelde propeenheide.....	3	A19	Routing of looms and/or harnesses in preparation for connecting, including plugging in of multiple plug units .	3
A20	Hang alleenlik van sleepkables.....	3	A20	Hanging only of trailing cables.....	3
A21	Bevestiging van bedradingskanale...	4	A21	Fixing of trunking.....	4
A22	Leipype en/of pype sny, draadsny en saals aansit, met gebruikmaking van handgereedskap, insluitende die gebruik van patroongedrewe plofgereedskap.....	4	A22	Cutting, screwing and saddling of conduits and/or pipes using hand tools, including the use of cartridge driven explosive tools.....	4
A23	Soldeer en/of aansweet deur indompeling van alleenlik elektriese bedrading.....	4	A23	Soldering and/or sweating by dipping of electric wires only.....	4
A24	Herhaalde afsny van drade volgens lengtemeters.....	4	A24	Repetition cutting of wires to length gauges.....	4
A25	Olie en smeer.....	4	A25	Oiling and greasing.....	4
A26	Alle skoonmaak- en/of verfwerk-saamhede, uitgesonderd vir dekoratiewe afwerkings.....	4	A26	All cleaning and/or painting operations, other than for decorative finishes.....	4
A27	Metaalpolering.....	4	A27	Metal polishing.....	4
A28	Arbeider se werk.....	4	A28	Labourer's work.....	4

B. ONDERHOUD VAN HYSERS EN/OF ROLTRAPPE (nev)

B1	Hyserwerktuigkundige se werk. Werknemers wat op Werkzaamheid B1 werkzaam is, moet bevoegde persone wees ingevolge die regulasies kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, in so verre as wat die regulasies betrekking het op die inspeksie van hysers. Die volgende werksaamhede moet volgens die opdragte van 'n hyserwerktuigkundige gedoen word: Met dien verstande dat waar kategorie 3-werk betrokke is, daar 'n getalsverhouding van hoogstens een kategorie 3-werknemer vir elke twee kategorie 1-werknemers moet wees. Die uitdrukking "met die hand nagaan" beteken "onderdele fisies nagaan sonder om hulle te verwyder, te vervang, of te takel of te verstel". Operateurs wat kategorie 3-werk onderneem, moet 'n erkende opleidingsprogram voltooi het en in besit wees van 'n bekwaamheidsertifikaat wat deur die Nywerheidsraad erken word ten opsigte van elke funksie wat hulle mag verrig volgens die volgende lys:	1
B2	Relès slegs visueel nagaan vir meganiese werking, ingevrete kontakpunte en beskadigde onderdele. Rapporteer indien nodig.....	3
B3	Verseker dat sekeringspatroon korrek volgens beheerpaneelmerks-stande gemonteer is.....	3
B4	Met die hand nagaan vir gebreke, ingevrete of beskadigde onderdele. Rapporteer indien nodig.....	3

B. MAINTENANCE OF LIFTS AND/OR ESCALATORS (nes)

B1	Lift Mechanic's Work. Employees employed on Operation B1 shall be competent persons in terms of the regulations made under the Machinery and Occupational Safety Act, 1983, in so far as the regulations refer to the inspection of elevators.... The following operations shall be performed to the instructions of a lift mechanic: Provided that where category 3 work is involved a ratio of one category 3 to two category 1 employees shall not be exceeded. The words "manual check" shall mean "physical check of the component without removing, replacing, dismantling or adjusting". Operators doing category 3 work shall pass a recognised training programme and have a certificate of proficiency recognised by the Industrial Council for each function that they are allowed to perform under the following schedule:	1
B2	Visual check only of relays for mechanical operations, burnt contacts and damaged parts. Report as necessary.....	3
B3	Ensure correct fuse cartridges are fitted in accordance with control panel markings.....	3
B4	Manual check for broken, burned or damaged components. Report as required.....	3

Werkzaamheid No.	Beskrywing van werk	Loon-groep	Operation No.	Job description	Wage group
B5	Bewegende onderdele van selektor met die hand nagaan vir slytasie. Rapporteer indien nodig	3	B5	Manual check for moving parts of selector for wear. Report as required	3
B6	Selektorkontakte visueel nagaan vir slytasie en invreting. Rapporteer indien nodig	3	B6	Visual check of selector contacts for wear and burning. Report as required	3
B7	Sleepkabelsnoere en ander bedrading met die hand nagaan. Rapporteer indien nodig	3	B7	Manual check of trailing flexes and other wiring. Report as required	3
B8	Hysmotorborseltuig visueel nagaan en borsels skoonmaak indien nodig ..	3	B8	Visual check of hoisting motor brush gear. Clean brushes if necessary	3
B9	Selektorband of touaandrywing visueel nagaan vir krake en slytasie. Rapporteer indien vervanging nodig is	3	B9	Visual check of selector tape or rope drive for cracks and wear. Report for replacement as necessary	3
B10	Remvoerings met die hand nagaan vir slytasie en vry ruimte. Rapporteer indien nodig	3	B10	Manual check of brake linings for wear and clearance. Report as necessary	3
B11	Remtrommels nagaan vir tekens van olie en skoonmaak indien nodig ..	3	B11	Check brake drum for signs of oil and clean if necessary	3
B12	Bewegende onderdele met die hand nagaan vir slytasie. Rapporteer indien nodig	3	B12	Manual check of moving parts for wear. Report as necessary	3
B13	Katrolwielgroewe vir slytasie en vir tekens van kabelgly. ondersoek. Rapporteer indien nodig	3	B13	Examine sheave grooves for wear, and check for signs of rope slip. Report as necessary	3
B14	Rapporteer olielekke	3	B14	Report any oil leaks	3
B15	Vibrasie nagaan	3	B15	Check for vibration	3
B16	Nagaan vir drukspeling. Rapporteer indien nodig	3	B16	Check for thrust play. Report as necessary	3
B17	Motor- en generatorlaers nagaan vir oorverhitting en slytasie. Rapporteer indien nodig	3	B17	Check motor and generator bearings for overheating and wear. Report as necessary	3
B18	Borsels, borseltuig en stroomwender visueel nagaan. Rapporteer indien nodig	3	B18	Visual check of brushes, brush gear and commutator. Report as necessary	3
B19	Isoleringsrubbers visueel nagaan. Rapporteer indien nodig	3	B19	Visual check of isolation rubbers. Report as necessary	3
B20	Met die hand nagaan om te verseker dat platformdeure meganies veilig is. Rapporteer indien nodig	3	B20	Manual check to ensure that landing doors are mechanically safe. Report as necessary	3
B21	Deurheropeningstoestelle met die hand nagaan	3	B21	Manual check of door re-opening devices	3
B22	Swaaideursluiters verstel net soos nodig mag wees	3	B22	Adjust closers on swing doors only as necessary	3
B23	Platformdeurleiers, hangers, ventilasiesnoere, kettings en katrolle met die hand nagaan. Rapporteer indien nodig	3	B23	Manual check of landing door guides, hangers, air cords, chains and pulleys. Report as necessary	3
B24	Onderste voerings van die deure met die hand nagaan en sigskerm nagaan en aandraai. Rapporteer indien nodig	3	B24	Manual check of door bottom liners and check and tighten sight guards. Report as necessary	3
B25	Dekplate met die hand nagaan en aandraai indien nodig	3	B25	Manual check of cover plates and tighten as necessary	3
B26	Deurskarniere en sigpaneel met die hand nagaan en vervang indien nodig	3	B26	Manual check of door hinges and vision panels and replace as necessary	3
B27	Kajuitvloere, mure en handreilings met die hand nagaan vir slytasie en beskadiging. Rapporteer indien nodig	3	B27	Manual check of car flooring, walls and handrails for wear and damage. Report as necessary	3
B28	Eksentriese rollers met die hand nagaan vir korrekte instelling. Rapporteer indien nodig	3	B28	Manual check for correct adjustment of eccentric rollers. Report as necessary	3
B29	Deurhangrollers met die hand nagaan vir tekens van afplatting. Rapporteer indien nodig	3	B29	Manual check of door hanger rollers for signs of flats. Report as necessary	3

Werkzaamheid No.	Beskrywing van werk	Loon-groep	Operation No.	Job description	Wage group
B30	Brugdetektor-/fotosel of ander deurbeveiligstelsels met die hand nagaan. Rapporteer indien nodig	3	B30	Manual check of operation of bridge detector/photo cell or other door protection. Report as necessary	3
B31	Alle drukknoppe, alarmknoppe, telefoon- en ander seintoestelle met die hand nagaan. Vervang onderdele indien nodig en/of rapporteer dat aandag aan ander gegee moet word	3	B31	Manual check of all push buttons, alarm buttons, telephone and other signal devices. Replace parts as required and/or report for attention of others	3
B32	Kajuit, teenwigremskoene en rolleiers met die hand nagaan vir— (a) sporing; (b) slytasie en vry ruimte. Rapporteer indien nodig	3	B32	Manual check of car and counterweight shoes and roller guides for— (a) alignment; (b) wear and clearance. Report as necessary	3
B33	Hyserbaan en grensskakelaars met die hand nagaan vir geslete onderdele en werking. Rapporteer indien nodig	3	B33	Manual check of hoistway and limit switches for worn parts and operation. Report as necessary	3
B34	Hysbakput en werking van kompenserende katrolwielkakelaar met die hand toets. Rapporteer foutiewe werking	3	B34	Manual test of pit and compensating sheave switch operation. Report any malfunction	3
B35	Hysbakputspoedreëlaar en kompenserende spanningskatrolwiele vir slytasie en verstelling van stuiters met die hand nagaan. Rapporteer indien nodig	3	B35	Manual check of pit governor and compensating tension sheaves for wear and adjustment of stops. Report as necessary	3
B36	Band- en kabelkoppelings en sleepkabelvashegpute ondersoek. Rapporteer indien nodig	3	B36	Examine tape and/or rope connections and trailing cable hitch points. Report as necessary	3
B37	Toets vir teenwigoorryery. (Kabelstrekking). Rapporteer indien nodig ..	3	B37	Check for counterweight overrun, report as necessary. (Rope stretch) ..	3
B38	Kajuit- en alle rigtingwyserlampe vervang	3	B38	Replace car and all indicator lamps ..	3
B39	Alle spilpunte op masjinerie nagaan en olie. Rapporteer enige slytasie	3	B39	Check and lubricate all pivot points on machinery. Report wear as necessary	3
B40	Kabels smeer indien nodig	3	B40	Lubricate ropes if necessary	3
B41	Alle masjinerie nagaan vir korrekte olievlakke. Vul aan soos nodig	3	B41	Check all machinery for correct oil level. Top up as necessary	3
B42	Olie en smeer soos nodig	4	B42	Oil and grease as required	4
B43	Verf (met kwas)	4	B43	Paint (with brush)	4
B44	Installasie skoonmaak	4	B44	Clean installation	4
B45	Arbeider se werk	4	B45	Labourer's	4

C. HERSTEL VAN HYSERS EN/OF ROLTRAPPE (nev)

- C1 Hyserwerktuigkundige se werk. Werknemers wat in Werkzaamheid C1 werkzaam is, moet bevoegde persone wees ingevolge die regulasies kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, in soverre as wat die regulasies betrekking het op die inspeksie van hysers
- Die volgende werkzaamhede moet volgens die opdragte van 'n hyserwerktuigkundige gedoen word: Geen herstelwerk mag onderneem word alvorens 'n hyserwerktuigkundige die installasie geïsoleer, beveilig en gereed gemaak het vir herstelwerk nie.
- Alvorens aanskakeling plaasvind, moet alle herstelwerk wat onderneem is, deur 'n hyserwerktuigkundige nagegaan word en alle finale instellings moet deur hom gedoen word.
- In hierdie bylae beteken die woord "onderdele" alle items wat sonder verstelling verwyder en/of vervang kan word.

C. REPAIR OF LIFTS AND/OR ESCALATORS (nes)

- C1 Lift mechanic's work. Employees employed on Operation C1 shall be competent persons in terms of the regulations made under the Machinery and Occupational Safety Act 1983, in so far as the regulations refer to the inspection of elevators
- The following operations shall be performed to the instructions of a lift mechanic:
- All repair work shall be subject to a lift mechanic's isolating and making the installation safe and preparing it before actual repair work is commenced. Prior to switching on, all repair work done shall be checked by a lift mechanic, who shall also perform any final adjustments.
- In this schedule, the word "component" shall mean "any item which can be removed and/or replaced without requiring any adjustment".

Werksaamheid No.	Beskrywing van werk	Loon-groep	Operation No.	Job description	Wage group
	Operateurs wat kategorie 3-werk onderneem, moet 'n erkende opleidingsprogram voltooi het en in besit wees van 'n bekwaamheidsertifikaat wat deur die Nywerheidsraad erken word ten opsigte van elke funksie wat hulle mag verrig volgens die volgende lys:			Operators doing category 3 work shall pass a recognised training programme and have a certificate of proficiency recognised by the Industrial Council for each function that they are allowed to perform under the following schedule:	
C2	Bestaande onderdele wat nie 'n verandering in tipe of spesifikasie insluit nie, vervang, d.w.s. regstreeks vervang, behalwe waar elektriese ont-koppeling en herkoppeling betrokke is.....	3	C2	Replacing of existing components which do not involve a change in type of specification i.e. straight replacement, except where electrical disconnections and reconnections are involved.....	3
C3	Verslede of beskadigde kables vervang, uitgesonderd koppelbeslagting of kabelspanning.....	3	C3	Replacing worn or damaged ropes, excluding capping or tensioning	3
C4	Nuwe remskoenvoerings, hulsels, buste, ens., aansit, uitgesonderd finale verstelling.....	3	C4	Fitting new brake linings, sleeves, bushes, etc., excluding final adjustment	3
C5	Slegs sluiters van swaaideure verwyder, vervang, opknap en verstel ...	3	C5	Remove, replace, overhaul and adjust closers on swing doors only ...	3
C6	Verseëde reëlaars verwyder en vervang, uitgesonderd finale verstelling	3	C6	Remove the replace sealed governor, excluding final adjustment	3
C7	Deurmeganisme of onderdele daarvan verwyder en hernieu, uitgesonderd finale verstelling.....	3	C7	Remove and renew operating mechanism or part thereof, excluding final adjustment.....	3
C8	Onderdele van platformdeurmeganisme verwyder en vervang, uitgesonderd finale verstelling.....	3	C8	Remove and replace landing door opening device parts, excluding final adjustments.....	3
C9	Leiblokke en rollers verwyder en vervang, uitgesonderd finale verstelling	3	C9	Remove and replace guide shoes and rollers, excluding final adjusting.	3
C10	Onderdele van hysbakput-uitrusting verwyder en vervang, uitgesonderd hidrouliese pluñjers	3	C10	Remove and replace pit equipment parts, excluding hydraulic plungers ..	3
C11	Skoonmaak	4	C11	Clean	4
C12	Verf.....	4	C12	Paint	4
C13	Arbeider se werk.....	4	C13	Labourer's work.....	4

Geteken namens die partye op hede die 18de dag van Oktober 1991.

J. DE W. TROTSKIE,

Voorsitter.

B. NICHOLSON,

Lid.

B. W. MARTELL,

Assistenthoofsekretaris.

Signed at Johannesburg, for and on behalf of the parties this 18th day of October 1991.

J. DE W. TROTSKIE,

President.

B. NICHOLSON,

Member.

B. W. MARTELL,

Assistant General Secretary.

No. R. 950

27 Maart 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BIOSKOOP- EN SKOUBURGBEDRYF: HERNUWING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 2184 van 14 September 1990 en R. 3138 van 20 Desember 1991, van krag is vanaf 1 April 1992 en vir die tydperk wat op 30 September 1992 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 950

27 March 1992

LABOUR RELATIONS ACT, 1956

CINEMATOGRAPH AND THEATRE INDUSTRY: RENEWAL OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 2184 of 14 September 1990 and R. 3138 of 20 December 1991, to be effective from 1 April 1992 and for the period ending 30 September 1992.

D. VAN DER WALT,

Director: Labour Relations.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 947

27 Maart 1992

WET OP MAATSKAPLIKE WERK, 1978

REGULASIES UITGEVAARDIG KRAGTENS DIE
WET OP MAATSKAPLIKE WERK, 1978: WYSIGING

Die Minister van Nasionale Gesondheid het kragtens artikel 28 van die Wet op Maatskaplike Werk, 1978 (Wet No. 110 van 1978), op aanbeveling van die Suid-Afrikaanse Raad vir Maatskaplike Werk, die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

Omskrywing

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 698 van 3 April 1981, soos gewysig by Goewermentskennisgewing No. R. 706 van 29 Maart 1985.

Wysiging van regulasie 1 van die Regulasies

2. Regulasie 1 van die Regulasies word hierby gewysig deur die volgende omskrywing na die omskrywing van "stemdag" in te voeg:

"'uitvoerende komitee' 'n komitee in artikel 9 van die Wet bedoel;"

Vervanging van die opskrif wat regulasie 20 van die Regulasies voorafgaan

3. Die opskrif wat regulasie 20 van die Regulasies voorafgaan word hierby deur die volgende opskrif vervang:

"*Quorum vir en prosedure by vergaderings van die raad en die uitvoerende komitee*".

Wysiging van regulasie 22 van die Regulasies

4. Regulasie 22 van die Regulasies word hierby gewysig deur subregulasie (3) deur die volgende subregulasie te vervang:

"(3) Vir buitengewone vergaderings moet sodanige kennis gegee word as wat die president vol-doende ag, en indien nodig, kan dit per telegram, telefaks of telefoon geskied."

Vervanging van regulasie 36 van die Regulasies

5. Regulasie 36 van die Regulasies word hierby deur die volgende regulasie vervang:

"36. 'n Afskrif van die notule van 'n vergadering moet so spoedig moontlik na afloop van die betrokke vergadering deur die registrateur aan elke lid gestuur word."

Wysiging van regulasie 37 van die Regulasies

6. Regulasie 37 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Die notule van 'n vergadering van die raad moet op die eersvolgende vergadering van die raad aan die raad voorgelê word."

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 947

27 March 1992

SOCIAL WORK ACT, 1978

REGULATIONS MADE UNDER THE SOCIAL WORK
ACT, 1978: AMENDMENT

The Minister of National Health has, in terms of section 28 of the Social Work Act, 1978 (Act No. 110 of 1978), on the recommendation of the South African Council for Social Work, made the regulations set out in the Schedule hereto.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 698 of 3 April 1981, as amended, by Government Notice No. R. 706 of 29 March 1985.

Amendment of regulation 1 of the Regulations

2. Regulation 1 of the Regulations is hereby amended by the insertion of the following definition after the definition of "election":

"'executive committee' means a committee referred to in section 9 of the Act;"

Substitution of the heading preceding regulation 20 of the Regulations

3. The following heading is hereby substituted for the heading preceding regulation 20 of the Regulations:

"*Quorum for and procedure at meetings of the council and the executive committee*".

Amendment of regulation 22 of the Regulations

4. Regulation 22 of the Regulations is hereby amended by the substitution of subregulation (3) of the following subregulation:

"(3) In the case of special meetings, such notice shall be given as the president may deem adequate and, if necessary, notice may be given by telegram, telefax or telephone."

Substitution of regulation 36 of the Regulations

5. The following regulation is hereby substituted for regulation 36 of the Regulations:

"36. A copy of the minutes of a meeting shall as soon as possible after every such meeting be forwarded by the registrar to each member."

Amendment of regulation 37 of the Regulations

6. Regulation 37 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

"(1) The minutes of a meeting of the council shall be presented to the council at the first ensuing meeting of the council."

Invoeging van regulasie 37A in die Regulasies

7. Die volgende regulasie word hierby na regulasie 37 van die Regulasies ingevoeg:

"37A. Die bepalings van regulasies 20 tot 37 is, vir sover dit toepaslik is, *mutatis mutandis* van toepassing op die kworum vir en prosedures by vergaderings van die uitvoerende komitee."

No. R. 949

27 Maart 1992

**DIE SUID-AFRIKAANSE GENEESKUNDIGE EN
TANDHEELKUNDIGE RAAD**

REGULASIES BETREFFENDE DIE REGISTRASIE
DEUR GENEESKUNDIGE TEGNOLOË VAN ADDI-
SIONELE KWALIFIKASIES: WYSIGING

Die Minister van Nasionale Gesondheid het kragtens artikel 61 (1) (o) van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet No. 56 van 1974), op aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 2305 van 3 Desember 1976, soos gewysig.

2. Die Regulasies word hierby gewysig deur die volgende kwalifikasie by te voeg:

Eksaminerende liggaam

"Universiteit van Londen....."

*Kwalifikasie*Magister Scientiae in Mediese Mikro-
biologie*Afkorting vir registrasie*

MSc Med Mikrobiologie (Londen)".

Examining authority

"University of London....."

*Qualification*Master of Science in Medical
Microbiology*Abbreviation for registration*

MSc Med Microbiology (London)".

**DEPARTEMENT VAN ONTWIKKE-
LINGSHULP**

No. R. 900

27 Maart 1992

DIE ADMINISTRASIE VAN EN BEHEER OOR
SEKERE GEBIEDE IN NATAL: DORPERAAD: REGU-
LASIES VIR DIE AANHOU VAN DIERE EN VOËLS

Ek, Jacob de Villiers, Minister van Streek- en Grondsake, maak hierby bekend dat ek, kragtens die bevoegdheid my verleen by regulasie 17 (3) (b) van die Regulasies vir die Administrasie van en Beheer oor Sekere Gebiede in Natal, afgekondig by Proklamasie No. 67 van 6 Mei 1983, die regulasies uiteengesit in bygaande Bylae, soos deur die Dorperaad aanvaar, goedgekeur het.

Hierdie Goewermentskennisgewing is *mutatis mutandis* op al die dorpe vermeld in Bylae A van Proklamasie No. 67 van 6 Mei 1983, van toepassing.

J. DE VILLIERS,

Minister van Streek- en Grondsake.

Insertion of regulation 37A in the Regulations

7. The following regulation is hereby inserted after regulation 37 of the Regulations:

"37A. The provisions of regulations 20 to 37 shall, as far as they are applicable, apply *mutatis mutandis* to the quorum for and procedure at meetings of the executive committee."

No. R. 949

27 March 1992

**THE SOUTH AFRICAN MEDICAL AND
DENTAL COUNCIL**

REGULATIONS RELATING TO THE REGISTRATION
BY MEDICAL TECHNOLOGISTS OF ADDITIONAL
QUALIFICATIONS: AMENDMENT

The Minister of National Health has, in terms of section 61 (1) (o) of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), on the recommendation of the South African Medical and Dental Council, made the regulations set out in the Schedule hereto.

SCHEDULE

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 2305 of 3 December 1976, as amended.

2. The Regulations are hereby amended by the addition of the following qualification:

**DEPARTMENT OF DEVELOPMENT
AID**

No. R. 900

27 March 1992

THE ADMINISTRATION AND CONTROL OF CER-
TAIN AREAS IN NATAL: TOWNSHIPS BOARD: RE-
GULATIONS FOR THE KEEPING OF ANIMALS AND
BIRDS

I, Jacob de Villiers, Minister of Regional and Land Affairs, do hereby make known that, under the powers vested in me by regulation 17 (3) (b) of the Regulations for the Administration and Control of Certain Areas in Natal, published under Proclamation No. 67 of 6 May 1983, I have approved the regulations set out in the accompanying Schedule as adopted by the Townships Board.

This Government Notice shall apply *mutatis mutandis* to all the townships referred to in Schedule A to Proclamation No. 67 of 6 May 1983.

J. DE VILLIERS,

Minister of Regional and Land Affairs.

BYLAE**AANHOU VAN DIERE EN VOËLS IN SEKERE
GEBIED E IN NATAL****Woordomskriftings**

1. In hierdie regulasies, tensy uit die konteks andersins blyk, beteken—

“**beampste**” ’n beampste wat deur die Raad aange-
stel is om ’n spesifieke funksie of funksies uit te
voer;

“**bewoner**” ’n persoon wat in fisiese beheer is van
’n perseel in die dorp, hetsy hy die eienaar of
huurder is of hy slegs daar woon op die besondere
tydstip;

“**dorp**” ’n dorp wat kragtens die Dorpsgebiederegu-
lasies geadministreer word;

“**Dorpsgebiederegulasies**” die Regulasies vir die
Administrasie van en Beheer oor Sekere Gebiede
in Natal, afgekondig by Proklamasie No. 67 van
1983;

“**kamer**” enige kamer in ’n huis of gebou wat aange-
wys is vir gebruik deur ’n individu of groep van
persone;

“**pluimvee**” ook hoenders, eende, ganse, kalkoene,
tarentale en duiwe;

“**Raad**” die Dorperaad ingestel by regulasie 2 (1)
van die Dorpsgebiederegulasies;

“**troeteldier**” ’n dier onder die beheer en sorg van ’n
mens wat by of naby sy gewone woonplek bly en
aangehou word vir sy plesier, genot of besker-
ming; en

“**voël**” enige geveerde gewerweld dier.

Aanhoe van diere en voëls

2. (1) Die Raad kan skriftelike magtiging gee vir die
aanhoe van ’n dier of voël deur ’n inwoner van ’n dorp
of voorskifte uitreik rakende die aanhoe van sodanige
dier of voël: Met dien verstande dat sodanige magti-
ging nie weerhou word nie met betrekking tot ’n troetel-
dier of klein voëltjie in ’n kou.

(2) Die Raad kan ’n persoon 30 dae skriftelik kennis
gee waarbinne sodanige persoon moet voldoen aan
enige voorskifte uitgereik kragtens subregulasie (1).

Diere in woongebiede

3. (1) Indien ’n perseel in ’n woongebied van ’n dorp
groter as 4 000 m² is, kan die Raad toestemming ver-
leen dat hoogstens twee diere net vir huishoudelike of
private gebruik aangehou mag word: Met dien
verstande dat enige sodanige toestemming terugge-
trek kan word as getuienis aan die Raad voorgelê word
dat die diere wat aldus aangehou word, gebruik word
vir ’n doel wat verband hou met ’n bedryf of besigheid.

(2) Die eienaar of bewaarder van ’n dier wat gebruik
word vir huishoudelike of private gebruik, moet
geskikte huisvesting vir sodanige dier voorsien in
ooreenstemming met enige lasgewing of ander
voorskrif wat die Raad in hierdie verband uitreik.

(3) Vir die doeleindes van subregulasies (1) en (2)
word “dier” omskryf as ’n bees, perd, donkie of enige
ander lasdier.

ANNEXURE**KEEPING OF ANIMALS AND BIRDS IN CERTAIN
AREAS IN NATAL****Definitions**

1. In these regulations, unless the context otherwise
indicates—

“**apartment**” means any room in a house or building
allotted to the use of an individual or a group of
persons;

“**bird**” means any feathered vertebrate animal;

“**Board**” means the Townships Board established
under regulation 2 (1) of the Township Regula-
tions;

“**domestic pet**” means any animal under the con-
trol and care of any person, living in or near his
normal place of residence and kept for his enjoy-
ment, amusement or protection;

“**occupier**” means any person in physical control of
any site within the town, whether he is the owner or
lessee or is only residing there at that particular
time;

“**officer**” means any official appointed by the Board
to perform a specific function or functions;

“**poultry**” also means fowls, ducks, geese, turkeys,
guinea fowl and pigeons;

“**town**” means a town administered in terms of the
Township Regulations; and

“**Township Regulations**” means the Regulations
for the Administration and Control of Certain Areas
in Natal, published by Proclamation No. 67 of
1983.

Keeping of animals and birds

2. (1) The Board may give written authorisation for
the keeping of any animal or bird by a resident of a
town or issue prescriptions concerning the keeping of
such animal or bird: Provided that such authorisation
shall not be withheld in respect of any domestic pet or
small bird in a cage.

(2) The Board may give 30 days written notice to
any person during which period such person shall com-
ply with any prescriptions issued under subregulation
(1).

Animals in residential areas

3. (1) Should any site in a residential area of a town
exceed 4 000 m², the Board may grant permission for
the keeping of not more than two animals to be used for
domestic or private purposes alone: Provided that any
such permission may be withdrawn should evidence be
submitted to the Board that the animals so stabled are
used for a purpose connected with any trade or busi-
ness.

(2) The owner or keeper of an animal used for
domestic or private use shall provide suitable stabling
for such animal in accordance with any directive or
other prescription that the Board may issue in this
respect.

(3) For the purposes of subregulations (1) and (2),
“animal” shall be defined as a beast, horse, donkey or
any other beast of burden.

Diere of voëls vir gebruik in 'n bedryf of besigheid

4. (1) 'n Inwoner wat die eienaar of bewaarder is van 'n dier of voël en wat van voorneme is om sodanige dier of voël te gebruik vir enige doel wat verband hou met sy bedryf of besigheid, moet voor sodanige gebruik goedkeuring van die Raad verkry.

(2) Die Raad moet, indien goedkeuring kragtens subregulasie (1) verleen word, die voorwaardes voorskryf wat hy nodig ag vir die huisvesting, aanhou en gebruik van sodanige diere.

(3) Die Raad kan na goeddunke nuwe of bykomende voorwaardes uitreik of bestaande voorwaardes herroep of wysig: Met dien verstande dat die Raad 30 dae skriftelik kennis moet gee van enige sodanige nuwe of bykomende voorwaardes of van die herroeping of wysiging van bestaande voorwaardes.

(4) Wanneer ook al goedkeuring kragtens subregulasie (1) verleen is, sluit die Raad 'n ooreenkoms met sodanige inwoner met betrekking tot die grond wat gebruik sal word, die huurtermyn, die voorsiening van dienste soos elektrisiteit, water en riolering, die regte van die partye gedurende die kontraktermyn en ander aangeleenthede van 'n soortgelyke aard, maar uitgesluit enige voorwaarde bedoel in subregulasies (1) en (2).

(5) Die reg om diere of voëls te gebruik vir enige doel wat verband hou met 'n bedryf of besigheid, is gereserveer vir inwoners van die dorp, of waar 'n noodsaaklike of voordelige diens aan sodanige inwoners gelewer word, vir 'n behoorlik geregistreerde regspersoon.

Pluimvee in woongebiede

5. (1) In gevalle waar 'n woonperseel 4 000 m² of groter is, kan pluimvee tot 'n maksimum van 50 voëls deur die bewoner aangehou word: Met dien verstande dat sodanige pluimvee slegs vir huishoudelike gebruik aangehou word.

(2) Enige pluimvee wat op 'n woonperseel in ooreenstemming met subregulasie (1) aangehou word, moet aangehou word ooreenkomstig die lasgewings wat die Raad van tyd tot tyd uitreik.

(3) Die bewoner moet seker maak dat sy perseel omhein is soos voorgeskryf deur die Raad om te verseker dat die pluimvee nie toegang verkry tot 'n straat of naburige eiendom nie.

Gebruik van pluimvee vir bedryfs- of besigheidsdoeleindes

6. (1) Die Raad kan na goeddunke toestemming verleen aan 'n inwoner van die dorp om pluimvee vir bedryfs- of besigheidsdoeleindes aan te hou op 'n perseel of ander plek waarop ooreengekom is: Met dien verstande dat sodanige toestemming nie verleen word met betrekking tot enige woonperseel of in die nabyheid van 'n woongebied nie.

(2) Die Raad kan na goeddunke voorwaardes stel in verband met alle aspekte van so 'n bedryf of besigheid.

Versteuring van die openbare orde

7. (1) Enige persoon kan die Raad versoek om herhaalde voorvalle te ondersoek waar diere of voëls wat in die besit of onder beheer van 'n inwoner is, die openbare rus versteur of die bron van ergernis in die woonbuurt is.

Animals or birds used in trade or business

4. (1) Any resident who is the owner or keeper of any animal or bird and who intends to use such animal or bird for any purpose connected with this trade or business shall, prior to such use, obtain the permission of the Board.

(2) The Board shall, if permission is granted under subregulation (1), prescribe the conditions it may deem necessary for the stabling, keeping and use of such animals.

(3) The Board may at its discretion issue new or additional conditions or withdraw or amend existing conditions: Provided that the Board shall give 30 days written notice of any such new or additional conditions or any withdrawal of or amendment to existing conditions.

(4) Whenever permission is given in terms of subregulation (1) the Board shall enter into an agreement with such resident in respect of the land to be used, the period of the lease, the supply of services such as electricity, water and sewerage, the rights of the parties during the contracted period, and other matters of a similar nature, but excluding any condition referred to under subregulations (1) and (2).

(5) The right to use animals or birds for any purpose connected with a trade or business shall be reserved for residents of the town, or where an essential or beneficial service is rendered to such residents, for a duly registered legal person.

Poultry in residential areas

5. (1) Where a residential site is 4 000 m² or larger, poultry to the limit of 50 birds may be kept by the occupier: Provided that such poultry shall be kept for domestic use only.

(2) Any poultry kept on a residential site in accordance with subregulation (1) shall be kept in conformity with directives that the Board may issue from time to time.

(3) The occupier shall ensure that his site is fenced as prescribed by the Board to ensure that the poultry do not gain access to any street or neighbouring properties.

Use of poultry for trade or business purposes

6. (1) The Board may at its discretion grant permission to any resident of the town to keep poultry for trade or business purposes at a site or other place agreed upon: Provided that such permission shall not be granted in respect of any residential site or near any residential area.

(2) The Board may impose conditions relating to all aspects of such trade or business as it may deem fit.

Disturbing the public peace

7. (1) Any person may petition the Board to investigate recurrent incidents where animals or birds in the possession or under the control of a resident disturb the public peace or are the source of any nuisance to the neighbourhood.

(2) Die Raad moet skriftelik kennis gee aan die eienaar of die persoon in beheer van die dier of voël wat die versteuring veroorsaak of die bron van ergernis is, om te verseker dat sodanige versteuring of ergernis na 'n spesifieke datum nie weer sal plaasvind nie.

Wilde, woeste of gevaarlike diere of voëls

8. (1) Die aanhou van enige wilde, woeste of gevaarlike dier of voël binne die dorpsgrense is verbode.

(2) Toestemming kan van die Raad verkry word vir die aanhou van so 'n dier of voël op 'n spesifieke plek in die dorp vir 'n tydperk wat nie 14 dae oorskry nie: Met dien verstande dat die eienaar of bewaarder van sodanige dier of voël moet voldoen aan al die vereistes wat deur die Raad gestel is om die veiligheid van die inwoners van die dorp te verseker.

(3) 'n Klagte deur 'n inwoner of ander persoon wat verband hou met die aanhou van sodanige dier of voël, moet onmiddellik deur die Raad ondersoek word en die koste van enige stappe wat gedoen word om die veiligheid van die inwoners te verseker, moet verhaal word van die eienaar of bewaarder van die betrokke dier of voël.

Diere of voëls op straat

9. (1) Die eienaar of bewaarder van 'n dier of voël moet te alle tye alle redelike voorsorg tref om te verhoed dat 'n dier of voël onbegeleid in die strate van die dorp rondswaai.

(2) 'n Dier of voël wat onbegeleid in 'n straat van die dorp gevind word, word geskut en die Raad kan met sodanige dier of voël handel soos wat omstandighede bepaal.

(3) Afsien van enige kriminele aksie wat ingestel kan word teen die eienaar of bewaarder van 'n dier of voël kragtens subregulasie (1) kan koste wat deur die Raad aangegaan is met die hantering van 'n dier of voël kragtens subregulasie (2), verhaal word van die eienaar of bewaarder van sodanige dier of voël.

(4) 'n Persoon wat aanspraak maak op 'n geskutte dier of voël, word geag die eienaar daarvan te wees, en kan onderhewig wees aan vervolging weens 'n oortreding van subregulasie (1) en kan aanspreeklik wees vir enige koste aangegaan deur die Raad kragtens subregulasie (2).

(5) Indien die eienaar of bewaarder van 'n geskutte dier of voël in gebreke bly of weier om die Raad te vergoed soos voorgeskryf by subregulasie (3), kan die Raad sy koste verhaal by wyse van 'n siviele aksie.

Beheer oor honde en ander diere

10. (1) Die eienaar of persoon in beheer van 'n hond of ander dier moet alle redelike voorsorg tref om te voorkom dat sodanige dier mense, diere, voëls of voertuie bestorm of dat sodanige hond of dier inmeng met die gerief en veiligheid van 'n lid van die publiek.

(2) 'n Hond of ander dier wat optree op die wyse in subregulasie (1) bedoel, kan deur die Raad geskut word en die Raad kan met sodanige hond of dier handel soos wat omstandighede bepaal.

(3) Die bepalings van regulasie 9 (3) tot (5) is *mutatis mutandis* van toepassing op 'n hond of ander dier wat geskut is kragtens subregulasie (2).

Aanhou van bye

11. Die aanhou van bye deur enige persoon binne die dorpsgrense is verbode.

(2) The Board shall give written notice to the owner or person in charge of the animal or bird causing the disturbance or which is the source of the nuisance to ensure that such disturbance or nuisance shall not recur after a specified date.

Wild, ferocious or dangerous animals or birds

8. (1) No person shall keep any wild, ferocious or dangerous animal or bird within the boundaries of the town.

(2) Permission may be obtained from the Board to keep such animal or bird at a specific place in the town for a period of not more than 14 days: Provided that the owner or keeper of such animal or bird shall comply with all the conditions set by the Board to ensure the safety of the residents of the town.

(3) Any complaint by a resident or other person pertaining to the keeping of such animal or bird shall immediately be investigated by the Board and the cost of any steps taken to ensure the safety of the residents shall be recovered from the owner or keeper of the animal or bird concerned.

Animals or birds in the street

9. (1) The owner or keeper of any animal or bird shall at all times take every reasonable precaution to prevent any animal or bird from roaming the streets of the town unattended.

(2) Any animal or bird found unattended in a street of the town shall be impounded and the Board may deal with such animal or bird as circumstances may dictate.

(3) Apart from any criminal action that may be instituted against the owner or keeper of an animal or bird in terms of subregulation (1), any cost incurred by the Board in dealing with an animal or bird in terms of subregulation (2) may be recovered from the owner or keeper of such animal or bird.

(4) Any person claiming an impounded animal or bird shall be deemed to be the owner thereof and may be liable to prosecution for a contravention of subregulation (1) and for any costs incurred by the Board under subregulation (2).

(5) Should the owner or keeper of an impounded animal or bird fail or refuse to reimburse the Board as prescribed by subregulation (3) the Board may recover its expenditure by way of a civil action.

Control of dogs and other animals

10. (1) The owner or person in charge of a dog or other animal shall take all reasonable precautions to prevent such animal from rushing at people, animals, birds and vehicles or from interfering with the comfort and safety of any member of the public.

(2) Any dog or other animal acting in the manner referred to in subregulation (1) may be impounded by the Board and the Board may deal with such dog or animal as circumstances may dictate.

(3) The provisions of regulation 9 (3) to (5) shall *mutatis mutandis* be applicable to any dog or other animal impounded under subregulation (2).

Keeping of bees

11. No person shall keep bees within the boundaries of the town.

Gesondheid en welsyn van diere en voëls

12. (1) 'n Inwoner wat die eienaar of bewaarder is van 'n dier of 'n voël, is verantwoordelik vir die voortdurende gesondheid en welsyn van 'n dier of voël onder sy sorg.

(2) Die eienaar of bewaarder van 'n dier of 'n voël moet die nodige voorsorg tref om te voorkom dat 'n siekte of kwaal versprei na 'n ander dier of voël en moet die nodige stappe doen om die gesondheid van 'n dier of 'n voël onder sy sorg wat aan 'n aandoening, siekte of kwaal ly, te laat herstel.

(3) Die Raad kan die eienaar of bewaarder van 'n dier of 'n voël skriftelik kennis gee om die nodige stappe te doen om 'n situasie wat die gesondheid of welsyn van 'n dier of voël in gevaar kan stel, reg te stel.

(4) Die Raad kan aan die inwoners van 'n dorp skriftelik kennis gee om die diere of voëls in te ent of te behandel teen kwale of siektes of om voorgeskrewe stappe te doen om die verspreiding van aansteeklike siektes of kwale te voorkom of te verminder.

(5) In 'n noodtoestand of om 'n grootskaalse ramp te voorkom, kan die Raad die nodige stappe doen om sodanige noodtoestand of ramp te voorkom of te verklein, insluitende die slag van diere of voëls wat aan 'n ongeneeslike toestand ly, en kan hy die koste daarvan van die eienaar of bewaarder van die diere of voëls wat aldus behandel is, verhaal.

Inspeksies

13. (1) 'n Beampte wat behoorlik deur die Raad vir dié doel aangestel is, het die bevoegdheid om op enige redelike tyd enige perseel in die dorp te inspekteer met die doel om enige klagte te ondersoek of in verband met 'n saak voortspruitend uit hierdie regulasies.

(2) 'n Bewoner moet die betrokke beampte vrye en onbelemmerde toegang tot die perseel verleen en, indien daartoe versoek, die beampte bystaan in die uitvoering van sy pligte.

(3) Niemand mag sodanige beampte op enige wyse hinder of met hom inmeng tydens 'n inspeksie nie.

Heffings en gelde

14. (1) Met die toestemming van die Direkteur-generaal kan die Raad heffings en gelde hef met betrekking tot enige van of al die volgende items:

(a) toestemming of magtiging verleen kragtens regulasies 2 (1), 3 (1), 4 (1), 6 (1) en 8 (2);

(b) 'n jaarlikse lisensiegeld met betrekking tot 'n dier of voël wat aangehou word met toestemming of magtiging wat verleen is kragtens regulasies 2 (1), 3 (1) en 8 (2);

(c) 'n jaarlikse lisensiegeld met betrekking tot diere of voëls wat gebruik word in verband met 'n bedryf of besigheid kragtens regulasies 4 (1) en 6 (1);

(d) skutgelde bedoel in regulasies 9 (2) en 10 (2);

(e) enige stappe wat die Raad gedoen het om 'n wilde, woeste of gevaarlike dier of voël te verwyder kragtens regulasie 8 (3);

(f) enige ander optrede deur die Raad wat toegelaat word kragtens hierdie regulasies; en

(g) perseel- en diensteheffings waar hierdie gelde nie ingesluit is in 'n ooreenkoms met die gebruiker nie.

Health and welfare of animals and birds

12. (1) Any resident who is the owner or keeper of an animal or bird shall be responsible for the continued health and welfare of any animal or bird under his care.

(2) The owner or keeper of an animal or bird shall take the necessary precautions to prevent any illness or disease from spreading to or affecting any other animal or bird and he shall take the necessary steps to restore to health any animal or bird under his care suffering from any affliction, illness or disease.

(3) The Board may give written notice to any owner or keeper of an animal or bird to take the necessary steps to rectify any situation that may endanger the health or welfare of any animal or bird.

(4) The Board may give written notice to the residents of a town to have the animals or birds inoculated against or treated for any illness or disease or to take any prescribed action to prevent or minimise the spreading of any infectious illness or disease.

(5) In an emergency or to prevent a major disaster, the Board may take the necessary steps to prevent or minimise such emergency or disaster, including the slaughter of animals or birds suffering from incurable conditions, and may recover any expenditure from the owners or keepers of the animals or birds so treated.

Inspections

13. (1) Any officer duly appointed by the Board for this purpose shall have the power to inspect any site in the town at any reasonable hour for the purpose of investigating any complaint or in respect of any matter emanating from these regulations.

(2) Any occupier shall give the officer concerned free and unhindered access to the site and shall assist the officer in the execution of his duties when requested to do so.

(3) No person shall in any way impede or interfere with such officer during an inspection.

Fees and charges

14. (1) With the permission of the Director-General, the Board may levy fees and charges in respect of any or all of the following items:

(a) Permission or authorisation granted under regulations 2 (1), 3 (1), 4 (1), 6 (1) and 8 (2);

(b) an annual licence fee in respect of any animal or bird kept under permission or authorisation granted under regulations 2 (1), 3 (1) and 8 (2);

(c) an annual licence fee in respect of animals or birds used in connection with trade or business under regulations 4 (1) and 6 (1);

(d) pound fees referred to in regulations 9 (2) and 10 (2);

(e) any steps taken by the Board in order to remove a wild, ferocious or dangerous animal or bird in terms of regulation 8 (3);

(f) any other action by the Board permitted under these regulations; and

(g) site and service charges where these charges are not included in any agreement with the user.

(2) Wanneer die Raad dit nodig ag, kan 'n huuroor-eenkoms aangegaan word in plaas van die perseel- en diensteheffings voorgeskryf kragtens subregulasie 14 (1) (g).

Strawwe

15. (1) Enigiemand wat—

(a) in gebreke bly om die nodige toestemming of magtiging van die Raad te verkry wanneer dit vereis word kragtens hierdie regulasies;

(b) in gebreke bly om te voldoen aan 'n voorwaarde, lasgewing of ander voorskrif wat wettiglik deur die Raad uitgereik is kragtens hierdie regulasies;

(c) opsetlik 'n skriftelike kommunikasie, kennisgewing, instruksie of lasgewing van die Raad binne die tydperk soos gespesifiseer in sodanige skriftelike kommunikasie, kennisgewing, instruksie of lasgewing, ignoreer;

(d) enige wilde, woeste of gevaarlike dier of voël binne die dorpsgrense aanhou;

(e) enige bye binne die dorpsgrense aanhou;

(f) weier om 'n gemagtigde beampte vrye en onbelemmerde toegang tot 'n perseel te verleen;

(g) 'n gemagtigde beampte hinder of met hom inmeng tydens 'n inspeksie; of

(h) weier om enige voorgeskrewe heffings of gelde aan die Raad te betaal.

is skuldig aan 'n misdryf en is by skuldigbevinding strafbaar met die strawwe voorgeskryf by regulasie 20 (1) van die Dorpsgebiederegulasies.

(2) Die Hof kan, waar 'n persoon vir die tweede of 'n verdere keer skuldig bevind word op dieselfde aanklag met betrekking tot dieselfde dier of voël, gelas dat sodanige dier of voël, niesteenstaande enige straf wat opgelê kan word kragtens subregulasie (1), ten gunste van die Raad verbeurd verklaar word.

Kort titel

16. Hierdie regulasies heet die Regulasies vir die Aanhou van Diere en Voëls in sekere Gebiede in Natal.

No. R. 914

27 Maart 1992

ROJERING VAN SEKERE SERWITUTE EN BEPERKENDE VOORWAARDES MET BETREKKING TOT EIENDOMME GELEË OP DIE PLASE KRAANS KLOOF ESTATE 13277, KRAANS KLOOF 867, CLERMONT 838 EN KLOOF TOWNSHIP, DISTRIK PINETOWN, PROVINSIE NATAL

Ek, Jacob de Villiers, Minister van Streek- en Grondsake, kragtens die bevoegdheid my verleen by artikel 7, gelees met artikel 1 (1) (i), van die Wet op die Opgradering van Grondbesitregte, 1991 (Wet No. 112 van 1991), rojeer hierby sekere servitute en beperkende voorwaardes met betrekking tot eiendomme geleë op die plase Kraans Kloof Estate 13277, Kraans Kloof 867, Clermont 838 en Kloof Township, distrik Pinetown, provinsie Natal, soos omskryf in die Bylae hiervan.

J. DE VILLIERS,

Minister van Streek- en Grondsake.

(2) Whenever the Board deems it necessary a lease agreement may be entered into in lieu of the site and service charges prescribed in terms of subregulation 14 (1) (g).

Penalties

15. (1) Any person who—

(a) fails to obtain the required permission or authorisation of the Board whenever it is required by these regulations;

(b) fails to comply with any condition, directive or other prescription lawfully issued by the Board in terms of these regulations;

(c) wilfully ignores any written communication, notice, instruction or directive of the Board within the time specified in such written communication, notice, instruction or directive;

(d) keeps any wild ferocious or dangerous animals or bird within the boundaries of the town;

(e) keeps any bees within the boundaries of the town;

(f) refuses to allow an authorised officer free and unimpeded access to a site;

(g) impedes or interferes with any authorised officer during an inspection; or

(h) refuses to pay any prescribed fee or charge to the Board,

shall be guilty of an offence and liable on conviction to the penalties prescribed by regulation 20 (1) of the Township Regulations.

(2) The Court may, where a person is convicted on the same charge in respect of the same animal or bird for a second or subsequent time, order that such animal or bird, apart from any penalty that may be imposed under subregulation (1), be confiscated in favour of the Board.

Short title

16. These regulations shall be called the Regulations for the Keeping of Animals and Birds in certain Areas in Natal.

No. R. 914

27 March 1992

CANCELLATION OF CERTAIN SERVITUDES AND RESTRICTIVE CONDITIONS RELATING TO PROPERTIES SITUATED ON THE FARMS KRAANS KLOOF ESTATE 13277, KRAANS KLOOF 867, CLERMONT 838 AND KLOOF TOWNSHIP, DISTRICT OF PINETOWN, PROVINCE OF NATAL

I, Jacob de Villiers, Minister of Regional and Land Affairs, under the powers vested in me by section 7, read with section 1 (1) (i), of the Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1991), hereby cancel certain servitudes and restrictive conditions relating to properties situated on the farms Kraans Kloof Estate 13277, Kraans Kloof 867, Clermont 838 and Kloof Township, District of Pinetown, Province of Natal, as described in the Schedule hereto.

J. DE VILLIERS,

Minister of Regional and Land Affairs.

SCHEDULE

KRAANS KLOOF ESTATE No. 13277

Property	Servitude	Diagram/G.P. No.	Deed No.
Sub. 58.....	Road 18, 29 m wide.....	S.G. No. 7345/48.....	D/T 14135/1969
Sub. 55.....	Road 12, 19 m wide.....	S.G. No. 7342/48.....	D/T 14135/1969
	Road 18, 29 m wide.....	S.G. No. 7342/48.....	D/T 14135/1969
Sub. 59.....	Road 18, 29 m wide.....	S.G. No. 7346/48.....	D/T 14135/1969
	Road 12, 19 m wide.....	S.G. No. 7346/48.....	D/T 14135/1969
Sub. 56.....	Road 12, 19 m wide.....	S.G. No. 7343/48.....	D/T 14135/1969
	Road 18, 29 m wide.....	S.G. No. 7343/48.....	D/T 14135/1969
Sub. 60.....	Road 12, 19 m wide.....	S.G. No. 7347/48.....	D/T 14135/1969
	Road 18, 29 m wide.....	S.G. No. 7347/48.....	D/T 14135/1969
Sub. 61.....	Road 18, 29 m wide.....	S.G. No. 7348/48.....	D/T 14135/1969
Sub. 62.....	Road 18, 29 m wide.....	S.G. No. 7349/48.....	D/T 14135/1969
Sub. 38.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 2525/1958
Sub. 63.....	Road 9, 14 m wide.....	S.G. No. 7350/48.....	D/T 14135/1969
	Road 18, 29 m wide.....	S.G. No. 7350/48.....	D/T 14135/1969
Sub. 37.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
Sub. 65.....	Road 9, 14 m wide.....	S.G. No. 7352/48.....	D/T 14135/1969
Sub. 64.....	Road 9, 14 m wide.....	S.G. No. 7351/48.....	D/T 16050/1970
Sub. 39.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
Sub. 36.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 4751/1946
Sub. 35.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 7666/1945
Sub. 34.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 121/1954
Sub. 41.....	Road 9, 14 m wide.....	S.G. No. 780/47.....	D/T 14135/1969
Sub. 33.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
Sub. 32.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
Rem. of Sub. 31.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 3808/1949
	Water, Drainage and Electric Power.....	S.G. No. 4218/47.....	D/S 118/1949
Sub. 40.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 5210/1951
	Water, Drainage and Electric Power.....	S.G. No. 4219/47.....	
Sub. 51.....	Road 9, 14 m wide.....	S.G. No. 4233/47.....	D/T 5860/1949
Sub. 29.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
Sub. 30.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 6176/1946
Sub. 28.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
Sub. 27.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 4671/1964
	Water, Drainage and Electric Power 3,05 m wide.....	S.G. No. 1810/63.....	D/S 169/1964
Rem. of Sub. 25.....	Road 15, 24 m wide.....	S.G. No. 1382/54.....	D/T 6397/1947
	Water, Drainage and Electric Power 3,05 m wide.....	S.G. No. 1812/63.....	D/S 65/1964
Rem. of Sub. 26.....	Water 3,05 m wide.....	S.G. No. 1811/63.....	D/S 557/1966
Rem. of Sub. 24.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 3808/1949
	Water, Drainage and Electric Power.....	S.G. No. 4217/47.....	D/S 118/1949
Sub. 100.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 4750/1946
	Water, Drainage and Electric Power 3,05 m wide.....	S.G. No. 1813/63.....	D/S 181/1965
Rem. of Sub. 23.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 4750/1946
Sub. 102.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 1466/1952
Sub. 103.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 7021/1960
	Water 3,05 m wide.....	S.G. No. 1814/63.....	D/S 12845/1969
Sub. 101.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 4750/1946
Sub. 22.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 4751/1946
Sub. 70.....	Road 15, 24 m wide.....	S.G. No. 1382/54.....	D/T 6397/1947
Sub. 66.....	Road 12, 19 m wide.....	S.G. No. 1794/42.....	D/T 3808/1949
Rem. of Sub. 18.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 3808/1949
	Road 12, 19 m wide.....	S.G. No. 1794/42.....	D/T 3808/1949
	Water, Drainage and Electric Power.....	S.G. No. 4216/47.....	D/S 118/1949
Sub. 67.....	Road 12, 19 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
	Water, Drainage and Electric Power.....	S.G. No. 806/49.....	
Rem. of Sub. 42.....	Water, Drainage and Electric Power.....	S.G. No. 4220/47.....	
Sub. 19.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 4671/1964
	Water, Drainage and Electric, Power.....	S.G. No. 1815/63.....	D/S 169/1964
Sub. 21.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
	Road 6, 10 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
Sub. 20.....	Road 9, 14 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
	Water, Drainage and Electric Power.....	S.G. No. 1816/63.....	
Sub. 9.....	Road 6, 10 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969
Sub. 10.....	Road 6, 10 m wide.....	S.G. No. 1794/42.....	D/T 14135/1969

Property	Servitude	Diagram/G.P. No.	Deed No.
Rem. of Sub. 17.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 8133/1945
	Water, Drainage and Electric Power	S. G. No. 1817/63.....	D/S 103/1969
	Water, Drainage and Electric Power	S. G. No. 3335/44.....	D/T 8133/1945
	Water, Drainage and Electric Power	S. G. No. 4215/47.....	D/S 189/1949
Sub. 15.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 13/1946
	Water, Drainage and Electric Power	S. G. No. 1818/63.....	D/S 174/1964
Sub. 11.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 5209/1951
Sub. 12.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 2036/1954
Sub. 13.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 14135/1969
Sub. 53.....	Road 6,10 m wide	S. G. No. 2628/48.....	D/T 14135/1969
Sub. 14.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 25/1947
Rem. of Sub. 16.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 4671/1964
	Water, Drainage and Electric Power	S. G. No. 1819/63.....	D/S 169/1964
Sub. 75.....	Water, Drainage and Electric Power	S. G. No. 1819/63.....	D/T 4672/1964
Rem. of Sub. 43.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 4671/1964
Sub. 44.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 5211/1951
Sub. 45.....	Road 6,10 m wide	S. G. No. 1794/42.....	D/T 3808/1949
	Water, Drainage and Electric Power	S. G. No. 4221/47.....	D/S 118/1949
Sub. 47.....	Water, Drainage and Electric Power 3,05 m wide	S. G. No. 4229/47.....	D/T 6083/1949

KLOOF TOWNSHIP

Property	Servitude	Diagram/G.P. No.	Deed No.
Lot 1863.....	Road 12,19 m wide	S.G. No. 3327/44.....	D/T 6177/1946
	Water, Drainage and Electric Power 9,14 wide	S.G. No. 4213/47.....	D/S 186/1949
	Water, Drainage and Electric Power 3,05 wide	S.G. No. 1806/63.....	D/S 168/1964
Lot 1864.....	Road 9,14 wide	S.G. No. 3322/44.....	D/T 6177/1946
	Water	S.G. No. 1809/63.....	D/S 20/1966
	Pipeline, Pumphouse	S.G. No. 5697/49.....	D/T 9972/1951
	Water, Drainage and Electric Power	S.G. No. 4214/47.....	D/S 186/1949
Lot 1867.....	Road 12,19 wide	S.G. No. 3328/44.....	D/T 8064/1962
Lot 1869.....	Road 12,19 m wide	S.G. No. 5697/49.....	D/T 9972/1951
	Water, Drainage and Electric Power	S.G. No. 4214/47.....	D/S 186/1949
	Water, Drainage and Electric Power	S.G. No. 1808/63.....	D/S 139/1964

CLERMONT No. 838

Property	Servitude	Diagram/G.P. No.	Deed No.
Sub. 1 of ATG.....	Road (2) 12,19 m wide	S.G. No. 2381/48.....	No. 7021/1960
Sub. 2 of ATG.....	Road 12,19 m wide	S.G. No. 2382/48.....	No. 3257/1959
Sub. 3 of ATG.....	Road 12,19 m wide	S.G. No. 2383/48.....	No. 10591/1956
Sub. XX.....	Electric Power Transmission Line 54,86 m wide	S.G. No. 3948/55.....	No. 4272/1954

KRAANS KLOOF No. 867

Property	Servitude	Diagram/G.P. No.	Deed No.
Rem. of Sub. 77.....	Road 12,19 m wide	S.G. No. 3239/59.....	D/T 210/1960
Sub. 50.....	Road 18,29 m wide	S.G. No. 2520/43.....	D/T 2199/1944
Rem. of Sub 70.....	Road 12,19 m wide	S.G. No. 5414/47.....	D/T 6575/1951
Sub. 87.....	Road (2) 12,19 m wide	S.G. No. 5414/47.....	D/T 6575/1951
Sub. 78.....	Road (2) 12,19 m wide	S.G. No. 5414/47.....	D/T 6575/1951
Sub. 79.....	Road 12,19 m wide	S.G. No. 5414/47.....	D/T 6575/1951
Rem. of Sub. 43.....	Road 18,29 m wide	S.G. No. 1125/42.....	D/T 1549/1942
Sub. 42.....	Road 18,29 m wide	S.G. No. 1862/41.....	D/T 1549/1942
Sub. 49.....	Road (2) 18,29 m wide	S.G. No. 2519/43.....	D/T 2199/1944
Sub. 76.....	Road 18,29 m wide	S.G. No. 4114/48.....	D/T 6576/1951
Sub. 18.....	R.O.W. 12,19 m wide	S.G. No. 1226/46.....	D/T 9868/1947
	Sewer, Drain and R.O.W. 3,05 m wide	S.G. No. 3468/45.....	D/T 9868/1947
Sub. 46.....	Right of Way 12,19 m wide	S.G. No. 3466/45.....	D/T 9182/1947
	Right of Way and Sewer and Drain 3,05 m	S.G. No. 3466/45.....	D/T 9182/1947
Sub. 45.....	Right of Way (2) 12,19 m wide	S.G. No. 3465/45.....	D/T 9868/1947
Sub. 44.....	Road 9,14 m wide	S.G. No. 3464/45.....	D/T 9222/1954

DEPARTEMENT VAN VERVOER

No. R. 915

27 Maart 1992

VERBETERINGSKENNISGEWINGS

Goewermentskennisgewing R. 666 in *Staatskoerant* No. 13785 van 28 Februarie 1992 word hierby gewysig deur—

- (a) die woord "SESTIGSTE" waar dit in die aanhef voorkom met die woord "EEN-EN-SESTIGSTE" te vervang;
- (b) die uitdrukking "Daarna vir elke bykomende 10 000 kg of deel daarvan" waar dit onder Parkeergelde voorkom deur die uitdrukking "Daarna met elke bykomende 100 000 kg of deel daarvan" te vervang.

DEPARTMENT OF TRANSPORT

No. R. 915

27 March 1992

CORRECTION NOTICE

Government Notice R. 666 in *Government Gazette* No. 13785 of 28 February 1992 is hereby amended by—

- (a) the substitution of the word "SIXTY-FIRST" for the word "SIXTIETH" where it appears in the heading;
- (b) the substitution of the Afrikaans expression "Daarna vir elke bykomende 100 000 kg of deel daarvan" for the expression "Daarna met elke bykomende 10 000 kg of deel daarvan" where it appears under "Parkeergelde".

BELANGRIKE AANKONDIGING**Sluitingstye**

- (1) AANSOEKE OM DRANKLISENSIES
- (2) AANSOEKE OM VERPLASINGS VAN LISENSIES

Hiermee word bekendgemaak dat kennisgewings vir aanname die Vrydag, twee kalenderweke voor datum van publikasie, ingedien moet word.

Die sluitingstyd is stiptelik **15:00** op die volgende dae:

- ▷ **19 Desember 1991**, vir die uitgawe van Vrydag **3 Januarie 1992**.
- ▷ **24 Januarie 1992**, vir die uitgawe van Vrydag **7 Februarie 1992**.
- ▷ **21 Februarie 1992**, vir die uitgawe van Vrydag **6 Maart 1992**.
- ▷ **20 Maart 1992**, vir die uitgawe van Vrydag **3 April 1992**.
- ▷ **23 April 1992**, vir die uitgawe van Vrydag **8 Mei 1992**.
- ▷ **21 Mei 1992**, vir die uitgawe van Vrydag **5 Junie 1992**.

L.W.: Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word.

Gegewens word presies weergegee soos verstrek op Vorm 2 en Vorm 28 van voornemende aansoeker.

IMPORTANT ANNOUNCEMENT**Closing Times**

- (1) APPLICATIONS FOR LIQUOR LICENCES
- (2) APPLICATIONS FOR REMOVAL OF LICENCES

Notice is hereby given that notices are to be submitted for acceptance on the Friday, two calendar weeks before date of publication.

The closing time is **15:00** sharp on the following days:

- ▷ **19 December 1991**, for the issue of Friday **3 January 1992**.
- ▷ **24 January 1992**, for the issue of Friday **7 February 1992**.
- ▷ **21 February 1992**, for the issue of Friday **6 March 1992**.
- ▷ **20 March 1992**, for the issue of Friday **3 April 1992**.
- ▷ **23 April 1992**, for the issue of Friday **8 May 1992**.
- ▷ **21 May 1992**, for the issue of Friday **5 June 1992**.

Note: Late notices will be placed in the subsequent issue.

Information will be reflected exactly as furnished on Form 2 and Form 28 of prospective applicant.

Hou Suid-Afrika Skoon



Gooi rommel waar dit hoort

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1991 tot 30 September 1992 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

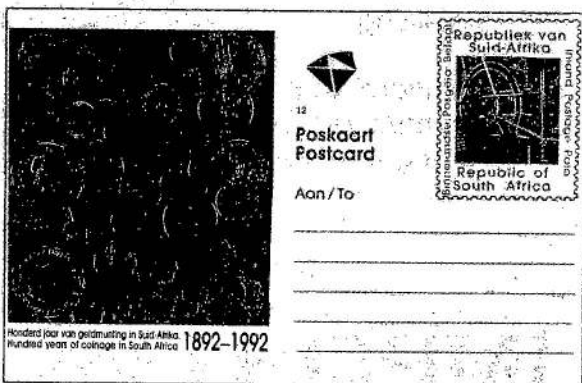
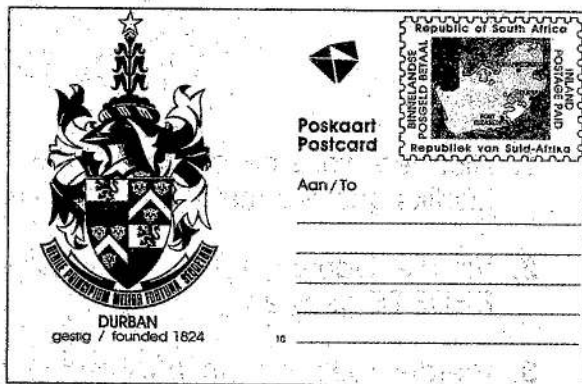
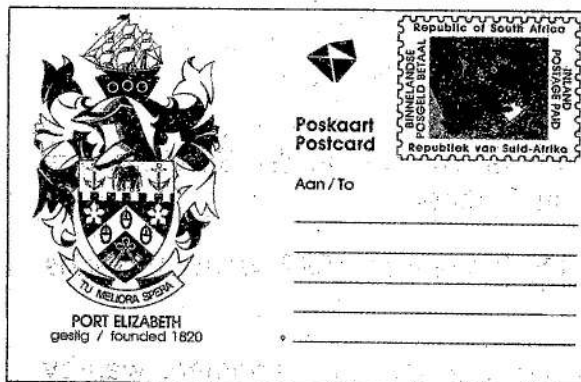
Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1991 to 30 September 1992, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

NEW SERIES OF POSTCARDS

NUWE REEKS POSKAARTE



Philatelic Services and INTERSAPA

Private Bag X505, Pretoria, 0001

Tel. (012) 311-3470/71 Fax (012) 286025

Handles all RSA philatelic items

Official agent for Namibia, Transkei,

Bophuthatswana, Venda and Ciskei

Stamps, Commemorative envelopes, Maximum cards
and Mounted sets (year packs)

Filateliedienste en INTERSAFA

Privaatsak X505, Pretoria, 0001

Tel. (012) 311-3470/71 Faks (012) 286025

Hanteer alle filateliese items van die RSA

Amptelike agent vir Namibië, Transkei,

Bophuthatswana, Venda en Ciskei

Seëls, Gedenkkoeverte, Maksimumkaarte

en Gemonteerde stelle (jaarpakke)

As from 2 January 1992

Vanaf 2 Januarie 1992

Are you missing out on the biggest, most widespread, most popular hobby in the world - **FILATELY** - (Stamp collecting)?

Loop u die grootste, gewildste, mees wydverspreide stokperdjie in die wêreld - **FILATELIE** - (seëlversameling) mis?



Sluit aan by die ingeligte en slim stokperdjieruers-skrif aan Filateliedienste en INTERSAPA om met u versameling te begin.

Join the educated and clever hobbyists-write to Philatelic Services and INTERSAPA to start your own collection.

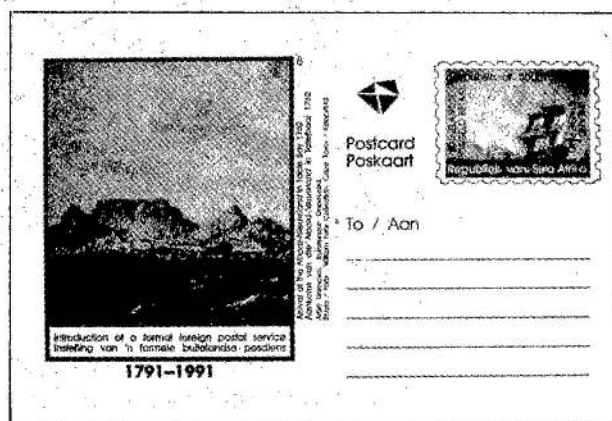
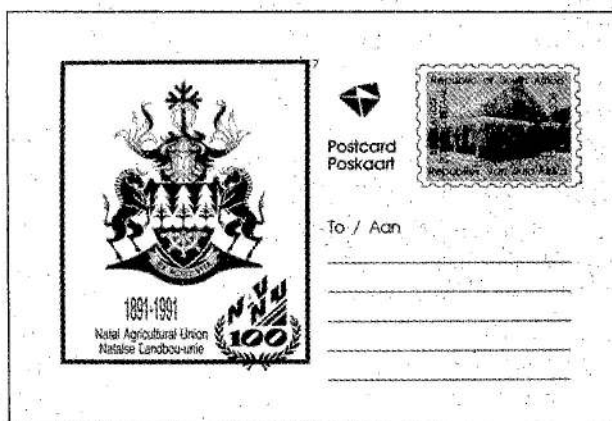
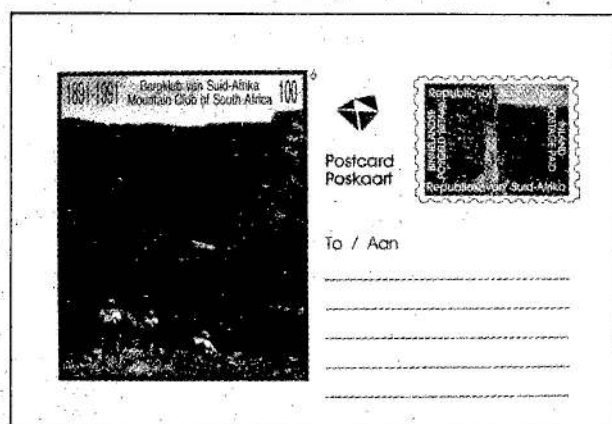
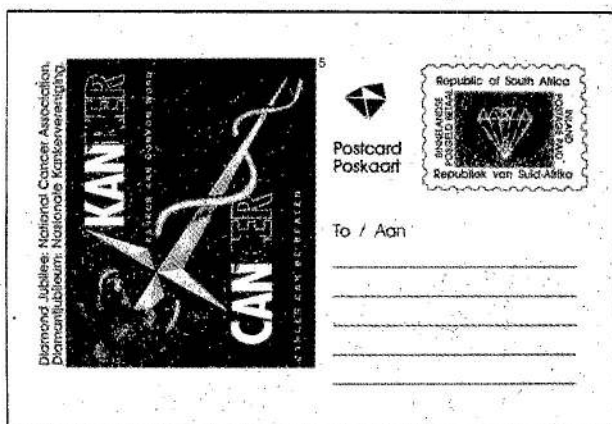
Privaatsak / Private Bag X505, Pretoria, 0001
Tel.: 311-3470/71, 311-3464
Faksno./Fax No. (012) 28-6025

FILATELIEDIENSTE EN INTERSAPA PHILATELIC SERVICES AND INTERSAPA

HANTEER ALLE FILATELIESE ITEMS VAN DIE RSA
AMPTELIKE AGENT VIR NAMIBIË, TRANSKEI,
BOPHUTHATSWANA, VENDA EN CISKEI
SEËLS, GEDENKKOEVERTE, MAKSIMUMKAARTE
EN GEMONTEERDE STELLE
(JAARPAKKE)

HANDLES ALL RSA PHILATELIC ITEMS
OFFICIAL AGENT FOR NAMIBIA, TRANSKEI,
BOPHUTHATSWANA, VENDA AND CISKEI
STAMPS, COMMEMORATIVE ENVELOPES,
MAXIMUM CARDS AND MOUNTED SETS
(YEAR PACKS)

NUWE POSKAARTE - NEW POSTCARDS
VANAF 1 OKTOBER 1991 - AS FROM 1 OCTOBER 1991



PRIVAATSAK / PRIVATE BAG X505, PRETORIA, 0001
TEL.: (012) 311-3470/71.
Faksnr./ fax No.(012) 286025

FILATELIEDIENSTE EN INTERSAPA Philatelic Services AND INTERSAPA

HANTEER ALLE filateliese items van die RSA
Amptelike AGENT vir Namibië, Transkei,
Bophuthatswana, Venda en Ciskei
Seëls, Gedenkkoeverte, Maksimumkaarte
en Gemonteerde Stelle
(jaarpakke)

Handles all RSA philatelic items
Official AGENT for Namibia, Transkei,
Bophuthatswana, Venda and Ciskei
Stamps, Commemorative envelopes,
Maximum cards and Mounted sets
(year packs)

NUWE AËROGRAMME - NEW AEROGRAMS
VANAF 1 OKTOBER 1991 - As from 1 October 1991



PRIVAATSAK / PRIVATE BAG X505, PRETORIA, 0001
TEL.: (012) 311-3470/71.
FAKSNR. / FAX NO. (012) 286025

INHOUD

No.	Bladsy No.	Koerant No.
GOEWERMENSKENNISGEWINGS		
Finansies, Departement van		
<i>Goewermentskennisgewings</i>		
R. 887 Doeane- en Aksynswet (91/1964): Wysiging van Bylae No. 1 (No. 1/1/466).....	1	13876
R. 888 do.: Wysiging van Bylae No. 1 (No. 1/1/467).....	1	13876
R. 889 do.: Wysiging van Bylae No. 1 (No. 1/1/468).....	2	13876
R. 890 do.: Wysiging van Bylae No. 1 (No. 1/1/469).....	3	13876
R. 891 do.: Wysiging van Bylae No. 3 (No. 3/171).....	3	13876
Justisie, Departement van		
<i>Goewermentskennisgewing</i>		
R. 957 Wysigingswet op Aangeleenthede rakende Korrektiewe Dienste en Toesig (122/1991): Verbeteringskennisgewing ...	5	13876
Landbou, Departement van		
<i>Goewermentskennisgewing</i>		
R. 946 Wet op Landbouprodukstandaarde (119/1990): Regulasies betreffende beheer oor die verkoop van pluimveevleis ...	5	13876
Mannekrag, Departement van		
<i>Goewermentskennisgewings</i>		
R. 883 Wet op Arbeidsverhoudinge (28/1956): Teekamer, Restourant- en verversingsbedryf, Pretoria: Hernuwing van Hoofooreenkoms.....	17	13876
R. 923 Wet op Arbeidsverhoudinge (28/1956): Meubelnywerheid, Grens: Hernuwing van Siektebystandsverenigingsooreenkoms.....	17	13876
R. 924 do.: do.: Hernuwing van Hoofooreenkoms.....	17	13876
R. 925 do.: Haarkappersbedryf, Port Elizabeth en Uitenhage.....	18	13876
R. 926 do.: Meubelnywerheid, Grens: Hernuwing van Voorsorgfondsooreenkoms.....	18	13876
R. 927 do.: Intrekking van Goewermentskennisgewing: Yster-, Staal-, Ingenieurs- en metallurgiese Nywerheid: Intrekking van Hysbakingenieursooreenkoms.....	18	13876
R. 928 do.: Yster-, Staal-, Ingenieurs en Metallurgiese Nywerheid: Hysbakingenieursooreenkoms.....	19	13876
R. 950 Wet op Arbeidsverhoudinge (28/1956): Bioskoop- en Skouburgbedryf: Hernuwing van Hoofooreenkoms.....	54	13876
Nasionale Gesondheid en Bevolkingsontwikkeling, Departement van		
<i>Goewermentskennisgewings</i>		
R. 947 Wet op Maatskaplike Werk (110/1978): Regulasies uitgevaardig kragtens die Wet op Maatskaplike Werk, 1978: Wysiging.....	55	13876
R. 949 Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoepes (56/1974): Die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad: Regulasies betreffende die Registrasie deur Geneeskundige Tegnologie van addisionele kwalifikasies: Wysiging.....	56	13876

CONTENTS

No.	Page No.	Gazette No.
GOVERNMENT NOTICES		
Agriculture, Department of		
<i>Government Notice</i>		
R. 946 Agricultural Product Standards Act (119/1990): Regulations regarding control over the sale of poultry meat.....	5	13876
Development Aid, Department of		
<i>Government Notices</i>		
R. 900 Administration and Control of Certain Areas in Natal: Townships Board: Regulations for the keeping of animals and birds.....	56	13876
R. 914 Upgrading of Land Tenure Rights Act (112/1991): Cancellation of certain servitudes and restrictive conditions relating to properties situated on the farms Kraans Kloof Estate 13277, Kraans Kloof 867, Clermont 838 and Kloof Township, District of Pinetown, Province of Natal.....	61	13876
Finance, Department of		
<i>Government Notices</i>		
R. 887 Customs and Excise Act (91/1964): Amendment of Schedule No. 1 (No. 1/1/466).....	1	13876
R. 888 do.: Amendment of Schedule No. 1 (No. 1/1/467).....	1	13876
R. 889 do.: Amendment of Schedule No. 1 (No. 1/1/468).....	2	13876
R. 890 do.: Amendment of Schedule No. 1 (No. 1/1/469).....	3	13876
R. 891 do.: Amendment of Schedule No. 3 (No. 3/171).....	3	13876
Justice, Department of		
<i>Government Notice</i>		
R. 957 Correctional Services and Supervision Matters Amendment Act (122/1991): Correction Notice.....	5	13876
Manpower, Department of		
<i>Government Notices</i>		
R. 883 Labour Relations Act (28/1956): Tea-room, Restaurant and Catering Trade, Pretoria: Renewal of Main Agreement.....	17	13876
R. 923 Labour Relations Act (28/1956): Furniture Industry, Border: Renewal of Sick Benefit Society Agreement.....	17	13876
R. 924 do.: do.: Renewal of Main Agreement.....	17	13876
R. 925 do.: Hairdressing Trade, Port Elizabeth and Uitenhage, Renewal of Main Agreement.....	18	13876
R. 926 do.: Furniture Industry, Border: Renewal of Provident Fund Agreement.....	18	13876
R. 927 do.: Cancellation of Government Notice: Iron, Steel, Engineering and Metallurgical Industry: Cancellation of Lift Engineering Agreement.....	18	13876
R. 928 do.: Iron, Steel, Engineering and Metallurgical Industry: Lift Engineering Agreement.....	19	13876
R. 950 Labour Relations Act (28/1956): Cinematograph and Theatre Industry: Renewal of Main Agreement.....	54	13876

No.	Bladsy No.	Koerant No.	No.	Page No.	Gazette No.
Ontwikkelingshulp, Departement van			National Health and Population Development, Department of		
<i>Goewermentskennisgewings</i>			<i>Government Notices</i>		
R. 900 Administrasie van en Beheer oor Sekere Gebiede in Natal: Dorperaad: Regulasies vir die aanhou van diere en voëls	56	13876	R. 947 Social Work Act (110/1978): Regulations made under the Social Work Act, 1978: Amendment	55	13876
R. 914 Wet op die Opgradering van Grondbesitregte (112/1991): Rojering van sekere servitute en beperkende voorwaardes met betrekking tot eiendomme geleë op die plase Kraans Kloof Estate 13277, Kraans Kloof 867, Clermont 838 en Kloof Township, Distrik Pinetown, Provinsie Natal	61	13876	R. 949 Medical, Dental and Supplementary Health Service Professions Act (56/1974): The South African Medical and Dental Council: Regulations relating to the registration by Medical Technologists of additional qualifications: Amendment	56	13876
Vervoer, Departement van			Transport, Department of		
<i>Goewermentskennisgewing</i>			<i>Government Notice</i>		
R. 915 Verbetering van Goewermentskennisgewing R. 666 van 28 Februarie 1992	64	13876	R. 915 Correction of Government Notice R. 666 of 28 February 1992	64	13876