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OF
SOUTH AFRICA



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PROCLAMATION

*by the
President*

of the Republic of South Africa

No. R. 50, 1995

COMMISSION TO INVESTIGATE THE DEVELOPMENT OF COMPREHENSIVE LABOUR MARKET POLICY

Under the powers vested in me by section 1 of the Commissions Act, 1947 (Act No. 8 of 1947), I hereby declare that the provisions of that Act shall be applicable to the Commission to Investigate the Development of a Comprehensive Labour Market Policy and I hereby make the regulations in the Schedule with reference to the said Commission.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town this Sixth day of April, One thousand Nine hundred and Ninety-five.

N. R. MANDELA,
President.

By Order of the President-in-Cabinet:

T. T. MBOWENI,
Minister of the Cabinet.

69084 — A

PROKLAMASIE

*van die
President*

van die Republiek van Suid-Afrika

No. R. 50, 1995

KOMMISSIE VAN ONDERSOEK NA DIE ONTWIKKELING VAN 'N OMVATTENDE ARBEIDSMARKBELEID

Kragtens die bevoegdheid my verleen by artikel 1 van die Kommissiewet, 1947 (Wet No. 8 van 1947), verklaar ek hierby dat die bepalings van daardie Wet van toepassing is op die Kommissie van Onderzoek na die Ontwikkeling van 'n Omvattende Arbeidsmarkbeleid en vaardig ek hierby die regulasies in die Bylae vervat met betrekking tot genoemde Kommissie uit.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Sesde dag van April Eenduisend Negehoenderd Vyf-en-negentig.

N. R. MANDELA,
President.

Op las van die President-in-Kabinet:

T. T. MBOWENI,
Minister van die Kabinet.

16407 — 1

SCHEDULE REGULATIONS

1. In these regulations, unless the context otherwise indicates—

“**Chairpersons**” means the Chairpersons of the Commission;

“**Commission**” means the Commission to investigate the Development of a Comprehensive Labour Market Policy;

“**document**” includes any book, pamphlet, record, list, circular, plan, placard, poster, publication, drawing, photograph or picture;

“**investigation**” means the investigation conducted by the Commission;

“**member**” means a member of the Commission;

“**secreteriat**” means an organisation which supports the Commission and includes persons who have been appointed or designated to assist the Commission in the execution of its functions;

2. The proceedings of the Commission shall be recorded in the manner determined by the Chairpersons.

3. (1) Any person appointed or designated to take down or record the proceedings of the Commission in shorthand or by mechanical means or to transcribe such proceedings which have been so taken down or recorded shall at the outset take an oath or make an affirmation in the following form:

I, A.B., declare under oath/affirm and declare—

(a) that I shall faithfully and to the best of my ability take down/record the proceedings of the Commission and other Related Matters in shorthand/by mechanical means as ordered by the Chairpersons of the Commission;

(b) that I shall transcribe fully and to the best of my ability any shorthand notes/mechanical record of the proceedings of the said Commission made by me or by any other person.

(2) No shorthand notes or mechanical record of the proceedings of the Commission shall be transcribed except by order of the Chairpersons.

4. Every person employed in the execution of the functions of the Commission, including any person referred to in regulation 3 (1), shall help to preserve secrecy with regard to any matter or information that may come to his knowledge in the performance of his duties in connection with the said functions, except in so far as the publication of such matter or information is necessary for the purposes of the report of the Commission, and every such person, except the Chairpersons, any member or any officer, shall, before performing any duty in connection with the Commission, take and subscribe before the Chairpersons an oath of fidelity or secrecy in the following form:

I, A.B., declare under oath/affirm and declare that except in so far as it is necessary in the performance of my duties in connection with the functions of the Commission and other Related Matters, or by order of a competent court, I shall not

BYLAE REGULASIES

1. In hierdie regulasies, tensy uit die samehang anders blyk beteken—

“**Voorsitters**” die Voorsitters van die Kommissie;

“**Kommissie**” die in hierdie proklamasie bedoelde die Kommissie van Ondersoek na die Ontwikkeling van 'n Omvattende Arbeidsmarkbeleid;

“**dokument**” ook 'n boek, pamflet, aantekening, lys, omsendbrief, plan, plakkaat, aanplakbiljet, publikasie, toekenning, foto of prent;

“**sekretariaat**” organisasie wat ondersteuning verleen aan die Kommissie en sluit in persone wat aangestel of aangewys is om die Kommissie by die verrigting van sy werksaamhede behulpsaam te wees;

“**lid**” 'n lid van die Kommissie;

“**ondersoek**” die ondersoek wat deur die Kommissie ingestel word;

2. Die verrigtinge van die Kommissie word genotuleer op die wyse deur die Voorsitters bepaal.

3. (1) Iemand wat aangestel of aangewys is om die verrigtinge van die Kommissie in snelskrif aan te teken of op meganiese wyse op te neem of om sodanige verrigtinge wat aldus aangeteken of opgeneem is, te transkribeer, moet vooraf 'n eed of bevestiging in die volgende vorm aflê:

Ek, A.B., verklaar onder eed/bevestig en verklaar—

(a) dat ek getrou en na my beste vermoë die verrigtinge van die Kommissie in snelskrif sal aanteken/op meganiese wyse sal opneem soos deur die Voorsitters gelas;

(b) dat ek enige snelskrifaantekeninge/meganiese opname van die verrigtinge van genoemde Kommissie deur my of iemand anders gemaak, volledig en na my beste vermoë sal transkribeer.

(2) Geen snelskrifaantekeninge of meganiese opname van die verrigtinge van die Kommissie word getranskribeer nie behalwe op las van die Voorsitters.

4. Elke persoon wat diens doen by die verrigting van die Kommissie se werksaamhede, met inbegrip van iemand in regulasie 3 (1) bedoel, moet ten aansien van enige aangeleentheid of inligting wat by die vervulling van sy pligte in verband met bedoelde werksaamhede tot sy/haar kennis kom, geheimhouding help bewaar, behalwe vir sover bekendmaking van sodanige aangeleentheid of inligting vir die doeleindes van die Kommissie se verslag nodig is, en elke sodanige persoon, behalwe die Voorsitters, 'n lid of 'n beamppte, moet, voordat enige diens in verband met die Kommissie verrig, 'n eed van getrouheid of geheimhouding voor die Voorsitters in die volgende vorm aflê en onderteken:

Ek, A.B., verklaar onder eed/bevestig en verklaar dat, behalwe vir sover dit by die uitvoering van my pligte in verband met die werksaamhede van die Kommissie of ingevolge 'n bevel van 'n bevoegde hof nodig is, ek geen aangeleentheid of

communicate to any person any matter or information which may come to my knowledge in connection with the investigation of the said Commission, or suffer or permit any person to have access to any records of the Commission, including any note, record or transcription of the proceedings of the said Commission in my possession or custody or in the possession or custody of the said Commission or any officer.

5. No person shall communicate to any other person any matter or information which may have come to his/her knowledge in connection with the investigation of the Commission, or suffer or permit any other person to have access to any records of the Commission, except in so far as it is necessary in the performance of his/her duties in connection with the functions of the Commission or by order of a competent court.

6. Evidence can be taken by the Commission or, with the consent of the Commission, by the Chairpersons or by one or more members of the Commission designated by the Chairpersons for that purpose.

6.1 When such a member is or members are so appointed, such a member or members will have the same powers as the Chairpersons would have had if they were present.

6.2 The Chairpersons may designate one or more knowledgeable persons to assist the Commission in the performance of some of its functions, in a capacity other than that of a member.

6.3 The Chairpersons may invite experts and other interested parties to submit representations and to advise on Labour Market Policy.

6.4 The Chairpersons may send members of the Commission abroad if this is necessary to gather evidence material to the investigation.

7. The Chairpersons or an officer generally or specially authorised thereto by the Chairpersons shall administer an oath to or accept an affirmation from any witness appearing before the Commission.

8. (1) If any person who gave or is giving evidence before the Commission or who has been summoned so to give evidence so requests the Commission, the Chairpersons may direct that no person shall publish in any manner whatsoever the name or address of such person or any information likely to reveal his identity.

(2) No person shall contravene any provision of a directive referred to in subregulations (1).

9. Any witness appearing before the Commission may be cross-examined by a person only if the Chairpersons permit such cross-examination by such person because the Chairpersons deem it necessary in the interest of the functions of the Commission.

10. Any witness appearing before the Commission may, in the discretion of the Chairpersons and in such manner as may be determined by them, be assisted by an advocate or an attorney.

11. An officer, attorney or advocate designated thereto by the Chairpersons may be present at the hearing of evidence at the investigation and may adduce evidence and arguments relating to the investigation.

inligting wat in verband met genoemde Kommissie se ondersoek tot my kennis kom, aan enigiemand sal meedeel nie en niemand sal toelaat of veroorloof om toegang tot stukke van die Kommissie te verkry nie, met inbegrip van enige aantekening, opname of transkripsie van die verrigtinge van genoemde Kommissie in my besit of bewaring of in die besit of bewaring van genoemde Kommissie of 'n beampte.

5. Niemand mag enige aangeleentheid of inligting wat in verband met die Kommissie se ondersoek tot sy/haar kennis gekom het, aan iemand anders meedeel of iemand anders toelaat of veroorloof om toegang te verkry tot stukke van die Kommissie nie, behalwe vir sover dit by die uitoefening van sy/haar pligte in verband met die werksaamhede van die Kommissie of ingevolge 'n bevel van 'n bevoegde hof nodig is.

6. Getuienis kan deur die Kommissie afgeneem word of, met die toestemming van die Kommissie, deur die Voorsitters of deur een of meer lede van die Kommissie wat deur die Voorsitters met die doel aangewys word.

6.1 Wanneer sodanige lid of lede aangestel word, sal sodanige lid of lede dieselfde bevoegdhede hê as wat die Voorsitters sou gehad het as hulle teenwoordig was.

6.2 Die Voorsitters kan een of meer kundige persone aanwys om die Kommissie in die uitvoering van sy funksies by te staan, in 'n ander hoedanigheid as dié van 'n lid.

6.3 Die Voorsitters kan deskundiges of ander belanghebbende partye uitnooi om voorleggings te doen en hulle oor Arbeidsmagbeleid te adviseer.

6.4 Die Voorsitters kan lede van die Kommissie na die buiteland stuur om getuienis oor die ondersoek in te win.

7. Die Voorsitters of 'n beampte deur die Voorsitters in die algemeen of spesiaal daartoe gemagtig, moet 'n getuie wat voor die Kommissie verskyn, 'n eed oëlê of van hom 'n bevestiging afneem.

8. (1) Indien 'n persoon wat getuienis voor die Kommissie afgelê het of aflê of wat opgeroep is om aldus getuienis af te lê, die Kommissie aldus versoek, kan die Voorsitters gelas dat niemand die naam of adres van sodanige persoon of enige inligting wat waarskynlik sy identiteit sal openbaar, op enige wyse hoege-naamd bekend maak nie.

(2) Niemand mag 'n bepaling van 'n lasgewing bedoel in subregulasie (1) oortree nie.

9. 'n Getuie wat voor die Kommissie verskyn, kan deur 'n persoon in kruisverhoor geneem word slegs indien die Voorsitters sodanige kruisverhoor deur daardie persoon toelaat omdat die Voorsitters dit in belang van die werksaamhede van die Kommissie nodig ag.

10. 'n Getuie wat voor die Kommissie verskyn, kan na goeddunke van die Voorsitters en op die wyse wat hulle bepaal, deur 'n advokaat of prokureur bygestaan word.

11. 'n Beampte, prokureur of advokaat deur die Voorsitters daartoe aangewys, kan by die aanhoor van getuienis by die ondersoek aanwesig wees en getuienis en argumente wat op die ondersoek betrekking het, aanvoer.

12. Whenever the Commission is satisfied upon evidence or information presented to it that the Commission's investigation may adversely affect any existing, instituted or pending legal proceedings or investigation shall be dealt with by the Commission in such a manner as not to affect adversely such legal proceedings or investigation.

13. No person shall without the written permission of the Chairpersons—

(1) disseminate any document submitted to the Commission by any person in connection with the investigation or publish the contents or any portion of the contents of such document; or

(2) peruse any document, including any statement, which is destined to be submitted to the Chairpersons or intercept such document while it is being taken or forwarded to the Chairpersons.

14. No person shall, except in so far as may be necessary in the execution of the terms of reference of the Commission, publish or furnish to any other person the report of the Commission or a copy or a part thereof or information regarding the consideration of evidence by the Commission before the President has released the report for publication or the report has been laid upon the Table in Parliament.

15. No person shall insult, disparage or belittle the Chairpersons or any member of the Commission or prejudice, influence or anticipate the proceedings or findings of the Commission.

16. Any person who—

(a) contravenes a provision of regulation 5, 8 (2), 14 or 15, shall be guilty of an offence and liable on conviction—

(i) in the case of an offence contemplated in paragraph (a), to a fine, or to imprisonment for a period not exceeding six months.

12. Wanneer die Kommissie op getuienis of inligting aan hom voorgelê, oortuig is dat die Kommissie se ondersoek enige bestaande, ingestelde of hangende regsproses of enige ondersoek wat ingevolge die bepalings van enige wet ingestel is, nadelig kan raak, word getuienis wat relevant is tot sodanige regsproses of ondersoek op so 'n wyse deur die Kommissie hanteer dat daardie regsproses of ondersoek nie daardeur nadelig geraak word nie.

13. Niemand mag sonder die skriftelike toestemming van die Voorsitters—

(1) 'n dokument wat in verband met die ondersoek deur enige persoon aan die Kommissie voorgelê is, versprei of die inhoud of 'n gedeelte van die inhoud of 'n gedeelte van die inhoud van so 'n dokument publiseer nie; of

(2) enige dokumente, met inbegrip van enige verklaring, wat bestem is om aan die Voorsitters voorgelê te word, indien of onderwyl dit na die Voorsitters geneem of aan hom versend word, onderskep nie.

14. Niemand mag, behalwe vir sover dit by die uitvoering van die Kommissie se opdrag nodig is, die verslag van die Kommissie of 'n afskrif of 'n gedeelte daarvan of inligting met betrekking tot die oorweging van getuienis deur die Kommissie publiseer of aan iemand anders verstrek nie voordat die president die verslag vir publikasie beskikbaar gestel het of die verslag in die Parlement ter tafel gelê is.

15. Niemand mag die Voorsitters of 'n lid van die Kommissie beledig, neerhaal of verkleineer of die verrigtinge of die bevindings van die Kommissie benadeel, beïnvloed of vooruitloop nie.

16. Iemand wat—

(a) 'n bepaling van regulasie 5, 8 (2), 14 of 15 oortree is aan 'n misdryf skuldig en by skuldigbevinding strafbaar—

(i) in die geval van 'n misdryf in paragraaf (a) of (b) bedoel, met 'n boete of gevangenisstraf vir 'n tydperk van hoogstens ses maande.

TERMS OF REFERENCE

of the

President

of the Republic of South Africa

to the

COMMISSION TO INVESTIGATE THE DEVELOPMENT OF A COMPREHENSIVE LABOUR MARKET POLICY

The Commission's terms of reference are as follows:

1. To examine and report to me on—

1.1 the development of an institutional framework for integrating the dual requirements of rapid and sustainable economic and employment growth and rising average living standards. This will include an investigation of—

1.1.1 the potential role of national tri-partite institutions in income determination;

1.1.2 the appropriate relationship between national income determination and existing wage determination mechanisms;

OPDRAG

van die

President

van die Republiek van Suid-Afrika

aan die

KOMMISSIE VAN ONDERSOEK NA DIE ONTWIKKELING VAN 'N OMVATTENDE ARBEIDSMARK-BELEID

Die Kommissie se opdrag is soos volg:

1. Om ondersoek in te stel na en verslag te doen oor—

1.1 die ontwikkeling van 'n institusionele raamwerk om die tweeledige vereistes van snelle en volhoubare ekonomiese en werkverskaffingsgroei en stygende gemiddelde lewenstandaarde te integreer. Dit sal insluit 'n ondersoek na—

1.1.1 die potensiele rol van nasionale drieparty-instellings in inkomstevaststelling;

1.1.2 die gepaste verband tussen nasionale inkomstevaststelling en bestaande loonvaststellingsmekanismes;

1.1.3 the component elements of a national incomes accord;

1.1.4 the role of public sector employment policy in achieving the employment-related objectives of the RDP; and

1.1.5 the impact of alternate mechanisms of wage determination on the development of small and medium-scale enterprises;

1.2 the role of national economic policy and national institutions in productivity enhancement, in particular—

1.2.1 building a national productivity accord;

1.2.2 identifying national policy initiatives that encourage the adoption of productivity enhancing work organisation; and

1.2.3 examining the relationship between industrial relations systems and practices and productivity on the other. In particular the Commission will identify labour relations- and labour market-related impediments to technological progress and to the introduction of new forms of work organisation;

1.3 the role of labour market policies in addressing negative social implications associated with economic restructuring and productivity enhancement, by examining in particular,

1.3.1 the link between technological change and other forms of productivity-enhancement, on the one hand, and job-loss;

1.3.2 labour market policies designed to address the impact of regional and sectoral decline; and

1.3.3 the feasibility of a Social Plan Act;

1.4 mechanisms aimed at redressing discrimination in the labour market. In particular the Commission will consider a policy framework for affirmative action in employment with due regard for the objectives of employment creation, fair remuneration, productivity enhancement and macro-economic stability;

1.5 an appropriate policy framework for dealing with access to the South African labour market by non-South African nationals with due regard for the supply of labour, availability of employment and the imperatives of regional economic co-operation and development.

1.1.3 die samestellende elemente van 'n nasionale inkomsteverdrag;

1.1.4 die rol van indiensnemingsbeleid in die openbare sektor in die verwesenliking van die werkverskaffingsverwante doelwitte van die HOP; en

1.1.5 die uitwerking van alternatiewe meganismes vir loonvasstelling op die ontwikkeling van klein en mediumgrootte ondernemings;

1.2 die rol van nasionale ekonomiese beleid en nasionale instellings in die verbetering van produktiwiteit, in die besonder—

1.2.1 die ontwikkeling van 'n nasionale produktiwiteitsverdrag;

1.2.2 die identifisering van nasionale beleidsinisiatiewe wat die aanvaarding van produktiwiteitsverbeterende werkorganisasie aanmoedig; en

1.2.3 'n ondersoek na die verhouding tussen nywerheidsverhoudingstelsels en -praktyke aan die een kant en produktiwiteit aan die ander kant. In die besonder sal die Kommissie arbeidsverhoudinge- en arbeidsmarkverwante hindernisse vir tegnologiese vordering en vir die invoering van nuwe vorme van werkorganisasie identifiseer;

1.3 die rol van arbeidsmarkbeleide om negatiewe maatskaplike implikasies geassosieer met ekonomiese herstrukturering en produktiwiteitsverbetering die hoof te bied, deur in die besonder ondersoek in te stel na—

1.3.1 die skakel tussen tegnologiese verandering en ander vorme van produktiwiteitsverbetering aan die een kant en werkverlies aan die ander kant;

1.3.2 arbeidsmarkbeleide wat daarop gemik is om die uitwerking van regionale en sektorale agteruitgang die hoof te bied; en

1.3.3 die doenlikheid van 'n Wet op 'n Maatskaplike Plan;

1.4 meganismes wat daarop gemik is om diskriminasie in die arbeidsmark reg te stel. Die Kommissie sal in die besonder oorweging skenk aan 'n beleidsraamwerk vir regstellende optrede in werkverskaffing, met behoorlike inagneming van die doelwitte van werkskepping, billike besoldiging, produktiwiteitsverbetering en makro-ekonomiese stabiliteit;

1.5 'n gepaste beleidsraamwerk vir die hantering van toegang tot die Suid-Afrikaanse arbeidsmark deur mense wat nie Suid-Afrikaanse burgers is nie, met deeglike inagneming van die beskikbaarheid van arbeid, van werkgeleenthede en die noodsaaklikheid van streeks-ekonomiese samewerking en ontwikkeling.

GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURE

No. R. 701

12 May 1995

VETERINARY AND PARA-VETERINARY PROFESSIONS ACT, 1982 (ACT No. 19 OF 1982)

REGULATIONS RELATING TO VETERINARY AND PARA-VETERINARY PROFESSIONS: AMENDMENT

The Deputy Minister of Agriculture, acting on behalf of the Minister of Agriculture has under section 43 of the Veterinary and Para-Veterinary Professions Act, 1982 (Act No. 19 of 1982), made the regulations in the Schedule.

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU

No. R. 701

12 Mei 1995

WET OP VETERINÊRE EN PARA-VETERINÊRE BEROEPE, 1982 (WET No. 19 VAN 1982)

REGULASIES BETREFFENDE VETERINÊRE EN PARA-VETERINÊRE BEROEPE: WYSIGING

Die Adjunkminister van Landbou, handelende namens die Minister van Landbou, het kragtens artikel 43 van die Wet op Veterinêre en Para-veterinêre Beroepe, 1982 (Wet No. 19 van 1982), die regulasies in die Bylae uitgevaardig.

SCHEDULE**BYLAE****Definition**

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 2085 of 1 October 1982, as amended by the regulations published by Government Notices Nos. R. 1994 of 11 September 1987 (as corrected by Government Notice No. R. 2199 of 2 October 1987), R. 397 of 4 March 1988, R. 1067 of 17 May 1991, R. 11 of 3 January 1992, R. 976 of 27 March 1992 and R. 1477 of 23 September 1994.

Substitution of Table 1 of the Regulations

2. The following Table is hereby substituted for Table 1 of the Regulations:

**"TABLE 1
FEES PAYABLE**

Purpose	Amount
1. Registration of a student . (reg. 22)	*R16,50
2. Registration of a person— (a) to practise a veterinary profession	*R263,34 for a first registration and R627,00 for the registration of a person whose registration was previously terminated
(b) to practise a para-veterinary profession (reg. 23)	*R131,67 for a first registration, and R376,20 for the registration of a person whose registration was previously terminated
3. Maintenance of registration of a student..... (reg. 24.1)	*R11,00
4. Maintenance of registration of— (a) a person practising a veterinary profession	*R197,50
(b) a person practising a para-veterinary profession..... (reg. 24.2)	*R98,75
5. Alteration of— (a) registration of a person practising a veterinary profession.....	*R197,50
(b) speciality of a veterinary specialist.....	*R197,50
(c) registration of a person practising a para-veterinary profession..... (reg. 25)	*R98,75

Woordomskrywing

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 2085 van 1 Oktober 1982, soos gewysig deur die regulasies gepubliseer by Goewermentskennisgewing Nos. R. 1994 van 11 September 1987 (soos verbeter by Goewermentskennisgewing No. R. 2199 van 2 Oktober 1987), R. 397 van 4 Maart 1988, R. 1067 van 17 Mei 1991, R. 11 van 3 Januarie 1992, R. 976 van 27 Maart 1992 en R. 1477 van 23 September 1994.

Vervanging van Tabel 1 van die Regulasies

2. Tabel 1 van die Regulasies word hierby deur die volgende Tabel vervang:

**"TABEL 1
GELDE BETAALBAAR**

Doel	Bedrag
1. Registrasie van 'n student..... (reg. 22)	*R16,50
2. Registrasie van 'n persoon om— (a) 'n veteriniere beroep te beoefen.....	*R263,34 vir die eerste registrasie en R627,00 vir die herregistrasie van iemand wie se registrasie voorheen beëindig is
(b) 'n para-veteriniere beroep te beoefen.... (reg. 23)	*R131,67 vir 'n eerste registrasie en R376,20 vir die herregistrasie van iemand wie se registrasie voorheen beëindig is
3. Instandhouding van registrasie van 'n student..... (reg. 24.1)	*R11,00
4. Instandhouding van registrasie van— (a) iemand wat 'n veteriniere beroep beoefen	*R197,50
(b) iemand wat 'n para-veteriniere beroep beoefen	*R98,75
(reg. 24.2)	
5. Verandering van— (a) registrasie van iemand wat 'n veteriniere beroep beoefen	*R197,50
(b) spesialiteit van 'n veteriniere spesialis...	*R197,50
(c) registrasie van iemand wat 'n para-veteriniere beroep beoefen	*R98,75
(reg. 25)	

Purpose	Amount
6. Entry of particulars of a degree, diploma or certificate in a register (reg. 26)	*R55,00
7. Examination determined by the Council for registration purposes [reg. 20 (5) (c)]	*R855,00

* VAT included".

DEPARTMENT OF FINANCE

No. R. 676

12 May 1995

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/4/163)

Under section 48 of the Customs and Excise Act, 1964, Part 4 of Schedule No. 1 to the said Act is hereby amended, **with retrospective effect to 27 January 1995**, to the extent set out in the Schedule hereto.

C. F. LIEBENBERG,
Minister of Finance.

SCHEDULE

Notes: By the substitution for Notes 7 (o) and (p) of the following:

- “(o) entered for home consumption by a body or person licensed to conduct a public radio or television service, being magnetic tape (video) of heading No. 85.24;
- (p) bulls, being pure-bred breeding animals of subheading No. 0102.10, in such quantities as the Director-General: Agriculture may allow by specific permit; or
- (q) recorded magnetic tapes, of a width not exceeding 4 mm, commonly known as book-on-tapes.”

DEPARTMENT OF LAND AFFAIRS

No. R. 703

12 May 1995

RESTITUTION OF LAND RIGHTS ACT, 1994

RULES REGARDING PROCEDURE OF COMMISSION

Under section 16 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994), I, Wetsho-otsile Joseph Seremane, Chief Land Claims Commissioner, after consultation with the Minister of Land Affairs, hereby make the rules set out in the Schedule.

W. J. SEREMANE,
Chief Land Claims Commissioner.

SCHEDULE

Definitions

1. In these rules any expression to which a meaning has been assigned in the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994), shall have that meaning and, unless the context indicates otherwise—

“**Chief Land Claims Commissioner**” means the Chief Land Claims Commissioner of the Commission appointed by the Minister in terms of section 4 (3) of the Act;

Doel	Bedrag
6. Inskrywing van besonderhede van 'n graad, diploma of sertifikaat van 'n register (reg. 26)	*R55,00
7. Eksamen deur die Raad bepaal vir registrasie-doeleindes [reg. 20 (5) (c)]	*R855,00

* BTW ingesluit”.

DEPARTEMENT VAN FINANSIES

No. R. 676

12 Mei 1995

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/4/163)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae No. 1 by genoemde Wet hiermee gewysig, **met terugwerkende krag tot 27 Januarie 1995**, in die mate in die Bylae hiervan.

C. F. LIEBENBERG,
Minister van Finansies.

BYLAE

Opmerkings: Deur Opmerkings 7 (o) en (p) deur die volgende te vervang:

- “(o) geklaar vir binnelandse verbruik deur 'n liggaam of persoon wat gelisensieer is om 'n openbare radio- of televisiediens te bestuur, synde magnetiese band (video) van pos No. 85.24;
- (p) bulle, synde rasegte aanteeldiere van subpos No. 0102.10, in die hoeveelhede wat die Direkteur-generaal: Landbou by bepaalde permit toelaat; of
- (q) opgeneemde magnetiese bande, met 'n wydte van hoogstens 4 mm, gewoonlik bekend as boeke-op-band.”

DEPARTEMENT VAN GRONDSAKE

No. R. 703

12 Mei 1995

WET OP HERSTEL VAN GRONDREGTE, 1994

REÛLS IN VERBAND MET DIE PROSEDURE VAN DIE KOMMISSIE

Kragtens artikel 16 (1) van die Wet op Herstel van Grondregte, 1994 (Wet No. 22 van 1994), maak ek, Wetsho-otsile Joseph Seremane, Hoofgrondeisekอมmissaris, na oorlegpleging met die Minister van Grond-sake, die reëls vervat in die Bylae.

W. J. SEREMANE,
Hoofgrondeisekอมmissaris.

BYLAE

Woordoms krywing

1. In hierdie reëls, tensy uit die samehang anders blyk, het 'n uitdrukking waaraan 'n betekenis in die Wet op Herstel van Grondregte, 1994 (Wet No. 22 van 1994), geheg is, daardie betekenis en beteken—

“**die Wet**” die Wet op Herstel van Grondregte, 1994 (Wet No. 22 van 1994);

"Commission" means the Commission on Restitution of Land Rights established by section 4 of the Act;

"Land Claims Court" means the Court established by section 22 of the Act;

"mediation" means a process through which disputing parties use the services of an acceptable third person to assist them in arriving or attempting to arrive at an agreed solution through a process of negotiation and facilitation;

"Regional Land Claims Commissioner" means a Regional Land Claims Commissioner of the commission appointed by the Minister in terms of section 4 (3) of the Act;

"secretary" means a person in the employ of the Commission who has been designated as secretary by the Chief Land Claims Commissioner;

"the Act" means the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994).

Lodgement of claims

2. (1) A claimant shall lodge a claim in writing on a duly completed claim form, as prescribed by the Commission in terms of section 10 of the Act, substantially in the form of Annexure A, together with such additional documents as are relevant to substantiate the claim, with the regional office of the Commission having jurisdiction over the land in respect of which such claim is instituted.

(2) Any person appointed by the Regional Land Claims Commissioner of the regional office referred to in subrule (1) shall, immediately on receipt of the claim referred to in subrule (1), acknowledge receipt of the claim form and the documents appended to it and inform the claimant that the Commission shall consider the claim for purposes of deciding whether the claim will be accepted for investigation.

(3) If a claim is submitted to the Department of Land Affairs, a regional office of that Department or the Head Office of the Commission, the claim shall be sent without delay to the Regional Land Claims Commissioner concerned and shall be deemed to have been duly lodged when it is received by the Regional Land Claims Commissioner.

Acceptance criteria

3. The Regional Land Claims Commissioner shall—

(a) decide whether the claim which has been lodged substantially complies with the requirements contained in the prescribed claim form;

(b) consider whether the claimant was dispossessed of a right in land as defined in section 1 (xi) of the Act;

(c) consider whether the dispossession was effected under or for the purpose of furthering the objects of a law as contemplated in section 121 (2) (b) of the Constitution;

(d) consider whether the dispossession occurred on or after 19 June 1913;

"Grondeisehof" beteken die Hof ingestel kragtens artikel 22 van die Wet;

"Hoofgrondeisekommissaris" die Hoofgrondeisekommissaris van die Kommissie aangestel deur die Minister kragtens artikel 4 (3) van die Wet;

"Kommissie" die Kommissie op Herstel van Grondregte ingestel kragtens artikel 4 van die Wet;

"mediasie" 'n proses waardeur partye in 'n geskil die dienste van 'n aanvaarbare derde persoon gebruik om hulle by te staan om tot 'n ooreengekome oplossing te raak of trag om te raak, deur middel van 'n proses van onderhandeling en fasilitering;

"sekretaris" 'n persoon in diens van die Kommissie wat deur die Hoofgrondeisekommissaris as sekretaris aangewys is;

"Streekgrondeisekommissaris" 'n streekgrondeisekommissaris van die Kommissie aangestel deur die Minister kragtens artikel 4 (3) van die Wet.

Indiening van eise

2. (1) 'n Eiser dien 'n skriftelike eis in op 'n behoorlik voltooide eisvorm, soos voorgeskryf deur die Kommissie ingevolge artikel 10 van die Wet, wesentlik in die vorm van Aanhangsel A, tesame met sodanige bykomende dokumente wat tersaaklik is vir die staving van die eis, by die streekkantoor van die Kommissie wat jurisdiksie oor die grond ten opsigte waarvan sodanige eis ingedien is, het.

(2) 'n Persoon aangestel deur die Streekgrondeisekommissaris van die streekkantoor, soos verwys na in subreël (1), erken onmiddellik na ontvangs van die eis, soos verwys na in subreël (1), ontvangs van die eisvorm en die dokumente daarby aangeheg en lig die eiser in dat die Kommissie die eis sal oorweeg vir doeleindes van besluitneming of die eis vir die ondersoek aanvaar sal word.

(3) As 'n eis na die Departement van Grondsake, 'n streekkantoor van daardie Departement of die Hoofkantoor van die Kommissie verwys word, word die eis sonder enige vertraging na die relevante Streekgrondeisekommissaris gestuur en word geag behoorlik ingedien te wees by ontvangs deur die Streekgrondeisekommissaris.

Aanvaardingsvereistes

3. Die Streekgrondeisekommissaris—

(a) besluit of die eis wat ingedien is substansiëel voldoen aan die vereistes vervat in die voorgeskryfde eisvorm;

(b) oorweeg of die eiser ontneming is van 'n reg in grond soos omskryf in artikel 1 (xiii) van die Wet;

(c) oorweeg of die ontneming geskied het kragtens of vir die doeleindes van die bevordering van die doelwitte van 'n wet soos bedoel in artikel 121 (2) (b) van die Grondwet;

(d) oorweeg of die ontneming plaasgevind het op of na 19 Junie 1913;

(e) in the event that rights in land were expropriated under the Expropriation Act, 1975 (Act No. 63 of 1975), consider whether just and equitable compensation was paid as contemplated in sections 121 (4) (a) and 123 (4) of the Constitution;

(f) consider whether the claim was lodged within three years of 1 May 1995;

(g) consider whether the claim is frivolous or vexatious; and

(h) consider whether any order has been made by the Land Claims Court in respect of rights relating to the land in question.

Notice that the claim has been accepted for investigation

4. If the Regional Land Claims Commissioner is satisfied that the criteria set out in section 11 (1) of the Act have been met, he or she shall advise the claimant that the claim has been accepted for investigation by the Commission.

Investigations by the Regional Land Claims Commissioner

5. On acceptance of a claim for investigation, the Regional Land Claims Commissioner or a person designated by him or her, shall—

(a) ensure that the outstanding information required in respect of the claim is obtained;

(b) establish if the land is State-owned and, if not, obtain particulars of the owner, and the history of the acquisition of the land by the owner;

(c) establish the purpose for which the land is used at that stage and the conditions of such use;

(d) establish the date and circumstances of the dispossession of the right in such land;

(e) establish whether any compensation or compensatory land has been received, the amount of such compensation, the basis on which such amount was calculated, and whether the compensation was properly determined and comparable to the value of the land dispossessed;

(f) establish which Government Department or institution dealt with the dispossession, and under which law or for the purposes of furthering the objects of which law, such dispossession occurred;

(g) investigate the nature of the right in land claimed, and obtain proof thereof;

(h) establish whether or not the claimant is a person or community, as contemplated in section 2 (1) (a) of the Act, or a direct descendant, or successor of such a person, and obtain particulars and proof thereof;

(i) establish whether there is more than one claim in respect of a specific area or property;

(j) see to it that a topographical or compilation map indicating the location of the land is obtained from the Government Printer or the Surveyor-General;

(e) in die geval waar regte in grond onteien is ingevolge die Onteieningswet, 1975 (Wet No. 63 van 1975), oorweeg of billike en regverdige vergoeding betaal is soos bedoel in artikels 121 (4) (a) en 123 (4) van die Grondwet;

(f) oorweeg of die eis binne drie jaar vanaf 1 Mei 1995 ingedien is;

(g) oorweeg of die eis beuselagtig of kwelsugtig is; en

(h) oorweeg of 'n bevel deur die Grondeisehof ten opsigte van regte rakende die betrokke grond, gemaak is.

Kennisgewing dat die eis aanvaar is vir ondersoek

4. Indien die Streekgrondeisekommissaris tevrede is dat die vereistes soos uiteengesit in artikel 11 (1) van die Wet nagekom is, sal hy of sy die eiser inlig dat die eis aanvaar is vir ondersoek deur die Kommissie.

Ondersoeke deur die Streekgrondeisekommissaris

5. By aanvaarding van 'n eis vir ondersoek moet die Streekgrondeisekommissaris of 'n persoon deur hom of haar aangewys—

(a) verseker dat ontbrekende inligting wat ten opsigte van die aansoek vereis word, verkry word;

(b) vasstel of die grond Staatsgrond is en, indien nie, besonderhede van die eienaar en die geskiedenis van die verkryging van die grond deur die eienaar bekom;

(c) vasstel vir watter doel die grond op daardie stadium aangewend word en die voorwaardes van sodanige gebruik;

(d) vasstel op watter datum en onder welke omstandighede die reg in daardie grond ontnem is;

(e) vasstel of enige vergoeding of vergoedende grond ontvang is, die bedrag van sodanige vergoeding, die basis waarvolgens sodanige bedrag bereken is en of die vergoeding behoorlik bepaal en vergelykbaar is met die waarde van die grond wat ontnem is;

(f) vasstel watter Staatsdepartement of instelling die ontneming hanteer het en kragtens watter wet, of vir die bevordering van die doelwitte van watter wet, sodanige ontneming geskied het;

(g) ondersoek instel na die aard van die reg in grond wat geëis word, en bewys daarvan verkry;

(h) vasstel of die eiser 'n persoon of gemeenskap is, soos bedoel in artikel 2 (1) (a) van die Wet, of direkte afstammeling of erfopvolger van sodanige persoon, en bewys en inligting daarvoor bekom;

(i) vasstel of daar meer as een eis ten opsigte van 'n bepaalde gebied of eiendom is;

(j) toesien dat 'n topografiese of kompilasiekaart wat die ligging van die grond aandui vanaf die Staatsdrukker of Landmeter-generaal, verkry word;

(k) establish factors which could give rise to priority treatment as contemplated in section 6 (2) (d) of the Act;

(l) establish the need and appropriateness for dealing with claims as provided for in section 12 (4) of the Act;

(m) investigate options and make recommendations to the Minister in terms of section 6 (2) (b) of the Act for appropriate alternative relief in respect of claimants who do not qualify for the restitution of land rights;

(n) establish in terms of section 13 (1) (c) of the Act whether the current owner or holder of rights in land claimed is opposed to the claim;

(o) where applicable, investigate, obtain reports and request claimants to supply information relating to the factors mentioned in section 15 (6) (a) to (d) of the Act to facilitate the report of the Chief Land Claims Commissioner to the Minister, with regard to feasibility; and

(p) obtain information regarding any other matter which is deemed to be necessary or desirable to be investigated in order to facilitate the task of the Regional Land Claims Commissioner.

Powers regarding investigation

6. At any stage during the course of an investigation, the Regional Land Claims Commissioner, or a person designated by him or her, may—

(a) recommend to the Chief Land Claims Commissioner to exercise his or her powers in terms of sections 6 (2) (d), 12 (4) or 13 (1) of the Act;

notify claimants of directives and options regarding sections 6 (2) (d), 12 (4) or 13 (1) of the Act and request claimants to reply to questions so that the Commission can take the appropriate steps provided for in the aforementioned subsections;

(c) where rights in land are being claimed by more than one claimant, jointly, or by a community, request the co-claimants to appoint a single person or entity with whom the Commission could deal;

(d) request a claimant to indicate whether he or she intends pursuing a claim for compensation only; and

(e) where rights in land are being claimed by more than one claimant, jointly, or by a community, request such claimants acting jointly, to provide the appropriate resolution or documentation to support their joint claims.

Registration

7. The Regional Land Claims Commissioner or a person assigned by him or her shall keep a register, which shall consist of separate sub-registers for urban and rural claims, and such other sub-registers as the Regional Land Claims Commissioner may consider appropriate, and he or she shall see to it that the particulars of every claim received each day are immediately recorded.

Allocation of numbers

8. On lodgement of the claim, the Regional Land Claims Commissioner or a person assigned by him or her shall allocate a number to the claim form which will be recorded in the appropriate register, which number will be supplied to the claimant in the acknowledgment of receipt in terms of rule 2 (2).

(k) faktore vasstel wat aanleiding kan gee tot voorkeurbehandeling soos bedoel in artikel 6 (2) (d) van die Wet;

(l) die behoefte en toepaslikheid vasstel vir die hantering van eise soos voorsien in artikel 12 (4) van die Wet;

(m) opsies ondersoek en aanbevelings ingevolge artikel 6 (2) (b) van die Wet aan die Minister maak vir toepaslike alternatiewe hulp ten opsigte van eisers wat nie kwalifiseer vir die herstel van regte in grond nie;

(n) ingevolge artikel 13 (1) (c) van die Wet vasstel of die huidige eienaar of houer van regte in grond wat geëis word, gekant is teen die eis;

(o) waar van toepassing, ondersoek doen, verslae bekom en eisers versoek om inligting rakende die faktore genoem in artikel 15 (6) (a) tot (d) van die Wet te verskaf, om die Hoofgrondeise-kommissaris se verslag aan die Minister ten opsigte van uitvoerbaarheid te fasiliteer; en

(p) inligting ten opsigte van enige ander aangeleentheid wat nodig of wenslik geag word om die taak van die Streekgrondeisekommissaris te vergemaklik, verkry.

Magte rakende ondersoek

6. Op enige stadium gedurende 'n ondersoek, mag die Streekgrondeisekommissaris, of 'n persoon deur hom aangewys—

(a) aan die Hoofgrondeisekommissaris aanbeveel om sy of haar bevoegdhede ingevolge artikels 6 (2) (d), 12 (4) of 13 (1) van die Wet uit te oefen;

(b) kennis gee aan eisers van opdragte en opsies ten opsigte van artikels 6 (2) (d), 12 (4) of 13 (1) van die Wet en eisers versoek om op vrae te antwoord sodat die Kommissie die nodige stappe waarvoor in die voornoemde subartikels voorsiening gemaak is, kan doen;

(c) waar regte in grond deur meer as een eiser gesamentlik, of deur 'n gemeenskap geëis word, die mede-eisers versoek om 'n enkele persoon of entiteit aan te stel, met wie die Kommissie kan skakel;

(d) 'n eiser versoek om aan te dui of hy of sy beoog om slegs met 'n eis om vergoeding voort te gaan; en

(e) waar regte in grond deur meer as een eiser gesamentlik, of deur 'n gemeenskap geëis word, sodanige eisers wat gesamentlik optree, versoek om die toepaslike besluit of dokumentasie, wat hulle gesamentlike eise ondersteun, te verskaf.

Registrasie

7. Die Streekgrondeisekommissaris of 'n persoon deur hom of haar aangewys, hou 'n register by, wat uit aparte subregisters vir stedelike en landelike eise bestaan, en sodanige ander subregisters wat die Streekgrondeisekommissaris toepaslik mag ag, en hy of sy sal toesien dat besonderhede van elke eis wat op daardie dag ontvang word, onmiddellik aangeteken word.

Toekenning van nommers

8. By indiening van die eis, ken die Streekgrondeisekommissaris of 'n persoon deur hom of haar aangewys 'n nommer toe, wat in die toepaslike register aangeteken word, welke nommer aan die eiser in die ontvangs-erkenning ingevolge reël 2 (2) verskaf sal word.

Particulars to be recorded

9. The particulars recorded in the register may include the following:

- (a) Name, telephone number and address of the claimant, and in the case of more than one claimant acting jointly, the name, telephone number and address of the appointed representative person or entity of a group of claimants or community as referred to in rule 6 (c);
- (b) name, telephone number and address of the appointed agent or legal representative of the claimant, if any;
- (c) where applicable, the date on which the claim was referred to the regional office of the Department of Land Affairs in terms of rule 12;
- (d) whether the claim has been submitted on behalf of an individual or a community, or a group of claimants acting jointly;
- (e) number of co-claimants, where the claimants are acting jointly;
- (f) full particulars of the land, including the town or city, suburb, district and province, and the current Title Deed description, extent of the land and Title Deed number;
- (g) the date on which the claim was lodged;
- (h) the date of dispossession;
- (i) the date on which the claim was accepted for investigation in terms of rule 4 or not accepted in terms of section 11 (4) of the Act;
- (j) the date on which the report of the Regional Land Claims Commissioner was sent to the Chief Land Claims Commissioner; and
- (k) file numbers of all relevant files of the head office and the regional office of the Commission as well as the regional office of the Department of Land Affairs.

Documents subsequently delivered

10. Every document subsequently delivered in such a claim or in a subsequent claim in pursuance of such a claim shall be numbered with the original claim number.

Filing of documents

11. All documents delivered at the office of the Regional Land Claims Commissioner to be filed and all the documents referred to in section 14 of the Act shall be filed under the number of the claim concerned.

Request for information

12. The Regional Land Claims Commissioner may request the head of the regional office of the Department of Land Affairs to obtain all or any of the information relevant to the investigation as contemplated in rule 5.

Notice of claim in terms of section 11 (1) of the Act

13. (1) The notice referred to in section 11 (1) of the Act shall contain, in addition to any other particulars, the following particulars:

- (a) The full Title Deed description of the land, its extent and the Title Deed Number at the time of dispossession and, if it has changed, the current full Title Deed description, extent of the land and Title Deed Number.
- (b) The names by which the land or area is generally known, and where applicable, the street address, and, if the street address of the land has changed, the current street address.

Besonderhede wat aangeteken moet word

9. Die besonderhede wat in die register aangeteken word, kan die volgende insluit:

- (a) Naam, telefoonnommer en adres van die eiser en in die geval van meer as een eiser wat gesamentlik optree, die naam, telefoonnommer en adres van die aangestelde verteenwoordiger of entiteit verwys na in reël 6 (c) van 'n groep eisers of gemeenskap;
- (b) naam, telefoonnommer en adres van die aangestelde agent of regsverteenvoorder van die eiser, indien enige;
- (c) waar van toepassing, die datum waarop die eis na die streekkantoor van die Departement van Grondsake ingevolge reël 12 verwys is;
- (d) of die eis namens 'n individu of 'n gemeenskap, of 'n groep eisers wat gesamentlik optree, ingedien is;
- (e) die getal mede-eisers, waar eisers gesamentlik optree;
- (f) volle besonderhede van die grond, insluitende die dorp of stad, voorstad, distrik en provinsie en die huidige Titelaktebeskrywing, grootte van die grond en die Titelaktenommer;
- (g) die datum waarop die eis ingedien is;
- (h) die datum van ontneming;
- (i) die datum waarop die eis vir ondersoek ingevolge reël 4 aanvaar is of ingevolge artikel 11 (4) van die Wet nie aanvaar is nie;
- (j) die datum waarop die verslag van die Streekgrondeisekommissaris na die Hoofgrondeisekommissaris verwys is; en
- (k) lêernommers van alle toepaslike lêers van die hoofkantoor en streekkantoor van die Kommissie asook streekkantoor van die Departement van Grondsake.

Opvolgende dokumente ingedien

10. Elke dokument wat daarna in sodanige eis of in 'n daaropvolgende eis ter voortsetting van 'n sodanige eis afgelewer word, sal met die oorspronklike eisnommer genummer word.

Liasering van dokumente

11. Alle dokumente wat by die kantoor van die Streekgrondeisekommissaris afgelewer word om geliasseer te word en alle dokumente in artikel 14 van die Wet bedoel, word onder die nommer van die toepaslike eis geliasseer.

Versoek om inligting

12. Die Streekgrondeisekommissaris kan die hoof van die streekkantoor van die Departement van Grondsake versoek om al of sommige van die inligting, in reël 5 bedoel, wat toepaslik is op die ondersoek, te verkry.

Kennisgewing van eis kragtens artikel 11 (1) van die Wet

13. (1) Die kennisgewing in artikel 11 (1) van die Wet bedoel, bevat benewens enige ander besonderhede, die volgende besonderhede:

- (a) Die volle Titelaktebeskrywing van die grond, die grootte daarvan en die Titelaktenommer ten tye van die ontneming en, indien dit verander het, die huidige volle Titelaktebeskrywing, die grootte van die grond en die Titelaktenommer.
- (b) Die name waaronder die grond of gebied in die algemeen bekend staan en, waar van toepassing, die straatadres en, indien die straatadres van die grond verander het, die huidige straatadres.

(c) Particulars of claimants or, in the case of a group of co-claimants or community, their appointed representative person or entity.

(d) A request that any person who wishes to comment, object to or lodge a further claim in respect of the same land shall deliver such comment, objection or claim to the Regional Land Claims Commissioner concerned within the period specified in the notice.

(2) The steps referred to in section 11 (1) of the Act shall include some or all of the following, in the appropriate languages for the region concerned:

(a) Notice in a newspaper or a notice in a magazine or on radio or television.

(b) The sending of copies of the notice of registered mail to all possible interested parties, including the registered land owner.

(c) Verbal notice.

(d) The display of a notice in a suitable place on the land concerned.

(e) The display of a notice on a public building.

Inventory of Assets on Land

14. An inventory referred to in section 11 (8) of the Act shall be provided substantially in the form of Annexure B and be noted in the register referred to in rule 7.

Report to Chief Land Claims Commissioner

15. (1) After the claim has been investigated, the Regional Land Claims Commissioner shall provide the Chief Land Claims Commissioner with a full report of the investigation.

(2) The report referred to in subrule (1) shall include—

(a) the original claim form and accompanying documents;

(b) a recommendation concerning further action, namely—

(i) where the parties to any dispute reached agreement as to how the claim should be finalised, the results of the investigation by the Regional Land Claims Commissioner into the merits of the claim as contemplated in section 14 (3) of the Act;

(ii) where the parties to any dispute did not reach agreement, reports and recommendations on the issues referred to in section 14 (2) of the Act; and

(iii) where applicable, information to assist the Chief Land Claims Commissioner in advising the Minister in terms of section 15 (4) of the Act, regarding matters referred to in rule 5 (o).

(3) If at any stage during the course of the Commission's investigation the Regional Land Claims Commissioner is of the opinion that a dispute should be settled by way of mediation in terms of section 13 of the Act, he or she shall submit a report to the Chief Land Claims Commissioner.

(4) The report referred to in subrule (3) shall include a recommendation whether the claim should be referred for mediation with a view to resolving the dispute and, if so, what the issues between the parties are, as well as the person to be appointed as mediator.

(c) Besonderhede van eisers of, in die geval van 'n groep of gesamentlike eisers of gemeenskap, hulle aangestelde verteenwoordiger of entiteit.

(d) 'n Versoek dat 'n persoon wat kommentaar wil lewer, beswaar wil maak of 'n verdere eis ten opsigte van dieselfde grond wil indien, sodanige kommentaar, beswaar of eis binne 'n tydperk in die kennisgewing vermeld by die betrokke Streekgrondeisekomsmissaris aflewer.

(2) Die stappe in artikel 11 (1) van die Wet bedoel, sluit sommige of almal van die volgende, in die toepaslike tale van die betrokke streek, in:

(a) Kennisgewing in 'n nuusblad of 'n kennisgewing in 'n tydskrif of oor die radio of televisie.

(b) Die stuur van afskrifte van die kennisgewing per geregistreerde pos aan alle moontlike belanghebbende partye, insluitend die geregistreerde grondeienaar.

(c) Mondelinge kennisgewing.

(d) Die vertoon van 'n kennisgewing op 'n geskikte plek op die betrokke grond.

(e) Die vertoon van 'n kennisgewing op 'n openbare gebou.

Inventaris van Bates op Grond

14. 'n Inventaris bedoel in artikel 11 (8) van die Wet word wesentlik in die vorm van Aanhangsel B verskaf en in die register bedoel in reël 7 aangeteken.

Verslag aan die Hoofgrondeisekomsmissaris

15. (1) Nadat die eis ondersoek is, sal die Streekgrondeisekomsmissaris 'n volledige verslag van die ondersoek aan die Hoofgrondeisekomsmissaris lewer.

(2) Die verslag in subreël (1) bedoel, sal insluit—

(a) die oorspronklike eisvorm en bygaande dokumente;

(b) 'n aanbeveling rakende verdere optrede, naamlik—

(i) indien die partye by enige geskil 'n ooreenkoms bereik het oor hoe die eis gefinaliseer behoort te word, die resultate van die ondersoek deur die Streekgrondeisekomsmissaris na die meriete van die eis, soos bedoel in artikel 14 (3) van die Wet;

(ii) indien die partye by enige geskil nie ooreenkan kom nie, verslae en aanbevelings rakende die sake in artikel 14 (2) van die Wet na verwys; en

(iii) waar van toepassing, inligting om die Hoofgrondeisekomsmissaris te help om die Minister kragtens artikel 15 (4) van die Wet oor aangeleenthede in reël 5 (o) na verwys, te adviseer.

(3) Indien die Streekgrondeisekomsmissaris gedurende die ondersoek van die Kommissie van mening is dat 'n dispuut kragtens artikel 13 van die Wet by wyse van mediasie besleg moet word, moet hy of sy 'n verslag na die Hoofgrondeisekomsmissaris verwys.

(4) Die verslag waarna in subreël (3) verwys word, moet 'n aanbeveling insluit of die eis met die oog op beslegting van die geskil, vir mediasie verwys moet word en, indien wel, wat die geskilpunte tussen die partye is, asook die persoon wat as mediator aangestel behoort te word.

Meetings

16. (1) The Chief Land Claims Commissioner shall preside at a meeting of the Commission and if he or she is absent or unable to perform his or her functions in terms of these Rules the Deputy Land Claims Commissioner shall act as chairman and while the Deputy Land Claims Commissioner so acts, he or she shall exercise all the powers and perform all the duties of the chairman.

(2) Meetings of the Commission shall be open to the public and the media: Provided that the Commission may, on good cause shown, decide to exclude the public and the media from a meeting.

(3) A member of the Commission shall at any meeting fully disclose any interest which he or she or his or her spouse or his or her business partner or employer, other than the State, may have in any matter under consideration by the Commission and, where necessary or appropriate, on the direction of the members present at a meeting, a member with an interest may be excluded from the deliberations or he or she may remain in attendance and be required not to participate.

Minutes of meetings

17. (1) The minutes of each meeting shall be recorded by the secretary and, after signature, filed, with reference to, among other things—

- (a) the venue and date of the meeting;
- (b) the names of the members present;
- (c) the names of the members absent and the reasons for their absence;
- (d) the times of commencement and conclusion of the meeting and the date and venue of the next meeting;
- (e) the names of other persons in attendance and of witnesses questioned; and
- (f) the resolutions of the Commission.

(2) The minutes of each meeting shall be confirmed at the next meeting and signed by the chairman.

(3) Resolutions passed by a casting vote shall be specifically recorded as such and, where the Court is provided with resolutions, it shall also be indicated whether the resolution was passed by means of a casting vote.

(4) The secretary shall bring all matters that have been held over from a previous meeting to the attention of the chairman.

(5) The public shall have access to the minutes of the Commission.

Transitional provision

18. Where a claim has been received by the Commission before the date of publication of these Rules, it shall be deemed to have been duly and validly lodged in terms of these Rules: Provided that the Regional Land Claims Commissioner having jurisdiction may—

- (a) direct the claim to complete the prescribed form; and
- (b) direct the claim to provide the Commission with any further information relevant to the application.

Vergaderings

16. (1) Die Hoofgrondeisekommissaris tree op as voorsitter by 'n vergadering van die Kommissie en indien hy of sy afwesig is of nie in staat is om sy of haar pligte ingevolge hierdie Reëls te verrig nie, neem die Adjunk-grondeisekommissaris as voorsitter waar en terwyl hy of sy aldus waarneem, oefen hy of sy al die bevoegdhede uit en verrig al die pligte van die voorsitter.

(2) Vergaderings van die Kommissie is vir die publiek en die media toeganklik: Met dien verstande dat die Kommissie, by voorlegging van aanvaarbare gronde, mag besluit om die publiek of die media uit te sluit.

(3) 'n Lid van die Kommissie moet by 'n vergadering enige belang wat hy of sy of sy of haar eggenoot of eggenote of sy of haar besigheidsvennoot of werkgewer, behalwe die Staat, in enige saak wat onder die Kommissie se oorweging is, mag hê, ten volle openbaar en, waar nodig of toepaslik, mag 'n lid wat sodanige belang het, by wyse van 'n besluit van die lede teenwoordig op 'n vergadering, uitgesluit word van die besprekings of mag hy of sy teenwoordig bly en van verwag word om nie deel te neem nie.

Notule van vergaderings

17. (1) Die notule van elke vergadering word deur die sekretaris opgeteken en, na ondertekening daarvan, geliasseer met verwysing na, onder andere, die volgende:

- (a) Die plek en datum van die vergadering;
- (b) die name van die lede teenwoordig;
- (c) die name van die lede afwesig en die redes vir hul afwesigheid;
- (d) die aanvangs- en sluitingstyd van die vergadering en die datum en plek van die volgende vergadering;
- (e) die name van ander persone wat sitting neem en van getuies ondervra; en
- (f) die besluite van die Kommissie.

(2) Die notule van elke vergadering word op die volgende vergadering bekragtig en deur die voorsitter geteken.

(3) Besluite wat deur 'n beslissende stem geneem is, word spesifiek so genotuleer en, waar besluite aan die Hof voorsien word, ook aangedui of die besluit geneem is deur middel van 'n beslissende stem.

(4) Die sekretaris bring alle sake wat van 'n vorige vergadering oorgestaan het onder die aandag van die voorsitter.

(5) Die publiek het toegang tot die notules van die Kommissie.

Oorgangsbepalings

18. Indien 'n eis voor die datum van publikasie van hierdie Reëls deur die Kommissie ontvang is, word dit geag behoorlik en geldig ingevolge hierdie Reëls ingedien te wees: Met dien verstande dat die Streekgrondeisekommissaris wat jurisdiksie het—

- (a) die eiser kan aansê om die voorgeskrewe eisvorm te voltooi; en
- (b) die eiser kan aansê om die Kommissie van verdere inligting wat relevant tot die aansoek is, te verskaf.

ANNEXURE A**COMMISSION ON RESTITUTION OF LAND RIGHTS****REGIONAL LAND CLAIMS COMMISSIONER****LAND CLAIM FORM**

The following information is required for the Commission on Restitution of Land Rights to process your claim. Please supply as much information as possible. Please indicate where the information is not available. The more information you can supply, the more helpful it will be. Please note that the Commission is there to assist you, where needed.

Details of property/land being claimed in terms of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994):

1. Property description: Rural/Urban (Delete which is not applicable)

1.1 If it is rural land, the portion(s), name(s) and number(s) of the farm and district in which it is situated

1.2 If it is urban land, the street address and erf no which appears on the deeds description

2. Which department/body acquired the property?

2.1 In what year was it acquired

2.2 What was the amount of compensation paid with regard to the—

- property
- improvements

2.3 Was any land/housing allocated as compensation?

Remarks (additional information)

3. Full particulars of person who lost the right in land:

- Name/Community/Trust
- ID Number of individual claimant
- Male/Female (delete which is not applicable)

4. Full particulars of applicant, if not the person who lost the right in land:

Name/Community Trust

Male/Female (delete which is not applicable)

If you are acting on behalf of a community/trust, please give your:

- Name
- ID Number
- Male/Female (delete which is not applicable)
- In what capacity are you acting?

5. Do you know about any other family member that might have an interest or claim on the land?

5.1 If so, please give details

6. Please give the reason for your claim. (If you need more space please attach a separate page)

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7. Other evidence to substantiate your claim:

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8. Please attach the following documents where applicable and available to substantiate your claim(s):**8.1 If you are the original owner who lost a right in land:**

- Certified copy of your identity document.
- Certified copy of the deed which was held by you with regard to the land being claimed.

8.2 If you are a descendant of the person who has lost a right in land:

- Certified copy of your identity document and that of the person who has lost a right in land.
- Power of Attorney to act on his behalf or claim the land if the original person who lost a right in land is still alive.
- Certified copy of the deed which was held by the person who lost a right in the land being claimed.

8.3 Please attach any other document(s) which you wish, in support of your claim.**8.4 In case of inheritance through a will: (TESTATE)**

- Certified copy of the will of the person who lost a right in land, or
- Certified copy of the final liquidation and distribution account as submitted to the Master of the Supreme Court

8.5 In case of inheritance without a will: (INTESTATE)

- Final liquidation and distribution account as submitted to the Master of Supreme Court, or
- A sworn statement from the executor stating your relation to the person who lost a right in land and his/her position with regard to any heirs

8.6 The written consent of all heirs with an interest in the claim, or if you are the sole heir a sworn statement stating this fact.**9. Any other information you would like to bring to the Commission's attention**

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.....

10. I (full name)
certify that the above mentioned information is correct to my knowledge.

Signature Date

Place

11. Contact address

.....

.....

.....

Telephone number

ANNEXURE B

RESTITUTION OF LAND RIGHTS ACT, 1994

**ASSET SURVEY CERTIFICATE IN ACCORDANCE WITH RULE No. 14 PUBLISHED IN
GOVERNMENT NOTICE No. OF 1995**

FILE REFERENCE:

A. PURPOSE OF SURVEY:

.....
.....
.....

B. PARTICULARS OF PROPERTY

1. Owner:

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.....

2. Title description of property:

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.....

3. District:

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4. Surface area:

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5. Topography:

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6. Type of farming and other activities:

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.....
.....

C. IMPROVEMENTS:

(*When applicable give description, surface area, estimated value and amount)

(a) Residential unit(s):

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.....
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(b) Garage(s):

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(c) Shed(s):

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(d) Barn(s):

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(e) Milk stable/unit(s):

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(f) Engine room:

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(g) Working quarters:

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D. GENERAL

(a) Grazing

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(b) Dry land

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(c) Irrigation land

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(d) Fruit trees

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(e) Plantations

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(f) Business facilities

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(g) Structures in respect of water-supply

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.....

- (k) Mining activities

E.

[illegible]

The former is a complete list with regard to the situation on the property, and the particulars as given are to the best of my knowledge true and correct.

Place

Date

Signature of owner:

Signature of representative of Commission:

.....

AANHANGSEL A**KOMMISSIE OP HERSTEL VAN GRONDREGTE****STREEKGRONDEISEKOMMISSARIS****GRONDEISVORM**

Die volgende inligting word deur die Kommissie op Herstel van Grondregte benodig vir die verwerking van u eis. Verskaf asseblief so veel inligting as moontlik. Dui asseblief op die vorm aan waar inligting nie beskikbaar is nie. Hoe meer inligting u kan verskaf, hoe beter. Neem asseblief kennis dat die Kommissie daar is om u by te staan, waar nodig.

Detail van eiendom/grond wat geëis word in terme van die Wet op Herstel van Grondregte, 1994 (Wet No. 22 van 1994):

1. Beskrywing van eiendom: Landelik/Stedelik (Skrap wat nie van toepassing is nie)

1.1 Indien dit landelike grond is, die gedeelte(s), naam (name) en nommer(s) van die plaas en distrik waarin die grond geleë is

1.2 Indien dit stedelike grond is, die straatadres en erfnummer wat op die aktebeskrywing voorkom

2. Watter departement/liggaam het die eiendom bekom?

2.1 In watter jaar is dit bekom?

2.2 Watter bedrag kompensasie is betaal ten opsigte van die:

- eiendom
- verbeteringe

2.3 Is enige grond/behuising as kompensasie toegeken

Opmerkings (addisionele inligting)

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3. Volle besonderhede van persoon wat die reg in grond verloor het:

- Naam/Gemeenskap/Trust
- Identiteitsnommer van individuele eiser
- Manlik/Vroulik (Skrap wat nie van toepassing is nie)

4. Volle besonderhede van aansoeker, indien dit nie die persoon is wat die reg in grond verloor het nie:

Naam/Gemeenskap/Trust

Manlik/Vroulik (Skrap wat nie van toepassing is nie)

Indien u optree namens gemeenskap/trust, verskaf asseblief:

- Naam
- Identiteitsnommer
- Manlik/Vroulik (skrap wat nie van toepassing is nie)
- In watter hoedanigheid tree u namens gemeenskap/trust op?

.....

5. Is u bewus van enige familielid wat 'n belang of 'n eis op die grond het?**5.1 Indien wel, verskaf asseblief besonderhede**
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.....**6. Verskaf asseblief redes vir u eis. (Indien meer spasie benodig word, heg asseblief 'n aparte bladsy aan)**
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.....**7. Ander getuienis wat u eis bevestig:**
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.....**8. Heg asseblief die volgende dokumente aan, waar beskikbaar en van toepassing, ten einde u eis(e) te staaf:****8.1 Indien u die oorspronklike eienaar is wat die reg in grond verloor het:**

- Gesertifiseerde afskrif van u identiteitsdokument.
- Gesertifiseerde afskrif van die titelakte wat deur u gehou was ten opsigte van die grond wat geëis word.

8.2 Indien u 'n afstammeling van die persoon is wat die reg in grond verloor het:

- Gesertifiseerde afskrif van u identiteitsdokument, asook dié van die persoon wat die reg in grond verloor het.
- Volmag om namens die persoon te mag optree of om die grond te eis indien die oorspronklike persoon wat die reg in grond verloor het, nog lewe.
- Gesertifiseerde afskrif van die titelakte van die grond wat geëis word en wat gehou word deur die persoon wat die reg in grond verloor het.

8.3 Heg asseblief enige ander dokumente ter staving van u eis aan.**8.4 In die geval van erf deur middel van 'n testament: (MET NALATING VAN 'N TESTAMENT)**

- Gesertifiseerde afskrif van die testament van die persoon wat die reg in grond verloor het, of
- Gesertifiseerde afskrif van die finale likwidasie- en distribusierekening soos voorgelê aan die Meester van die Hooggeregshof

8.5 In die geval van erf sonder 'n testament: (INTESTAAT)

- Finale likwidasie- en distribusierekening soos voorgelê aan die Meester van die Hooggeregshof, of
- 'n Beëdigde verklaring van die eksekuteur wat u verwantskap aan die persoon wat die reg in grond verloor het en sy/haar posisie met betrekking tot enige erfgename

8.6 Die geskrewe toestemming van al die erfgename wat 'n aanspraak in die eis het, of indien u die enigste erfgenaam is, 'n beëdigde verklaring wat hierdie feit bevestig.**9. Enige ander inligting wat u onder die Kommissie se aandag wil bring**
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.....

10. Ek (volle name)
 ertifiseer dat die bogenoemde inligting, na die beste van my wete, waar en juis is.
 Handtekening..... Datum.....
 Plek.....
11. Kontakadres

 Telefoonnommer

AANHANGSEL B

WET OP HERSTEL VAN GRONDREGTE, 1994

**BATE OPNAME CERTIFIKAAT OOREENKOMSTIG REËL No. 14 GEPUBLISEER IN
 GOEWERMENTSKENNISGEWING No. VAN 1995**

LÊERVERWYSING:**A. DOEL VAN OPNAME:**

.....

B. BESONDERHEDE VAN EIENDOM

1. Eienaar:

.....

2. Titelbeskrywing van eiendom:

.....

3. Distrik:

.....

4. Oppervlakte:

.....

5. Ligging:

.....

6. Tipe boerdery en ander aktiwiteite:

.....

C. VERBETERINGS:

(*Gee telkens beskrywing, oppervlakte, geskatte waardes en getalle)

(a) Wooneenheid(e):

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(b) Motorhuis(e):

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(c) Afdakke:

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(d) Skuur(e):

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(e) Melkstal/eenhede:

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(f) Enjinkamer:

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(g) Werkskwartiere:

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D. ALGEMEEN

(a) Weiding

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(b) Droëlande

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(c) Besproeiingsgrond

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(d) Vrugtebome

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(e) Plantasie

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- (f) Besigheidseenhede

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- (g) Strukture ten opsigte van watervoorsiening

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- (h) Boorgate en boorgattoerusting

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- (i) Besproeiingstoerusting

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- (j) Enige ander type verbeterings

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- (k) Mynbou-aktiwiteite

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.....

E. BESONDERHEDE VAN MENSE WAT DIE EIENDOM OKKUPEER OF OP DIE EIENDOM TEENWOORDIG IS:

E.

[illegible]

F. SERTIFIKAT

Die voorafgaande is 'n volledige opgawe ten opsigte van die situasie op die eiendom, en die besonderhede daarop aangegee is na my beste wete en kennis waar en korrek.

Plek.....

Datum

Handtekening van eienaar:

.....

Handtekening van verteenwoordiger van Kommissie:

DEPARTMENT OF HEALTH

No. R. 673

12 May 1995

AMENDMENT OF THE SCHEDULES TO THE MEDICINES AND RELATED SUBSTANCES CONTROL ACT, 1965 (ACT No. 101 OF 1965)

I, Nkosazana Clarice Dlamini Zuma, Minister of Health, hereby, in terms of section 37A of the Medicines and Related Substances Control Act, 1965 (Act No. 101 of 1965), and on the recommendation of the Medicines Control Council, amend the Schedules to the said Act as set out in the Annexure.

ANNEXURE

1. **Schedule 1** to the Medicines and Related Substances Control Act, 1965 (Act No. 101 of 1965) (hereinafter referred to as the Act), is hereby amended by the insertion of each of the following entries in the correct alphabetical position:

"Methionine, when intended for medicinal purposes.";

"Noscapine.";

"Paracetamol, when contained in rectal suppositories.".

2. **Schedule 2** to the Act is hereby amended—

(a) by the insertion of each of the following entries in the correct alphabetical position:

"Beclomethasone dipropionate, when intended for nasal administration (other than by aerosol), in the treatment of the symptoms of seasonal allergic rhinitis (hay fever) in adults and children over 12, subject to—

(a) a maximum dose of 100 micrograms per nostril;

(b) a maximum daily dose of 200 micrograms per nostril;

(c) a pack size limit of 200 doses. (S3, S4, S5)";

"Cholestyramine.";

"Cimetidine, when intended for the short-term symptomatic relief of heartburn, dyspepsia and hyperacidity, subject to—

(a) a maximum dose of 200 milligrams;

(b) a maximum daily dose (per 24 hours) of 800 milligrams;

(c) a maximum treatment period of 2 weeks. (S3)";

"Famotidine, when intended for the short-term symptomatic relief of heartburn caused by excess acid, subject to—

(a) a maximum dose of 10 milligrams;

(b) a maximum daily dose (per 24 hours) of 20 milligrams;

(c) a maximum treatment period of 2 weeks. (S4)";

"Fenoprofen, when intended for the emergency treatment of acute gout attacks and when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 4 days. (S3)";

DEPARTEMENT VAN GESONDHEID

No. R. 673

12 Mei 1995

WYSIGING VAN DIE BYLAES VAN DIE WET OP DIE BEHEER VAN MEDISYNE EN VERWANTE STOWWE, 1965 (WET No. 101 VAN 1965)

Ek, Nkosazana Clarice Dlamini Zuma, Minister van Gesondheid, wysig hierby kragtens artikel 37A van die Wet op die Beheer van Medisyne en Verwante Stowwe, 1965 (Wet No. 101 van 1965), en op aanbeveling van die Medisynebeheerraad, die Bylaes van genoemde Wet soos uiteengesit in die Aanhangsel.

AANHANGSEL

1. **Bylae 1** van die Wet op die Beheer van Medisyne en Verwante Stowwe, 1965 (Wet No. 101 van 1965) (hieronder die Wet genoem), word hierby gewysig deur elk van die volgende inskrywings in die korrekte alfabetiese posisie in te voeg:

"Metionien, wanneer bedoel vir medisinale doeleindes.";

"Noskapien.";

"Parasetamol, wanneer dit voorkom in rektale setpille.".

2. **Bylae 2** van die Wet word hierby gewysig—

(a) deur elk van die volgende inskrywings in die korrekte alfabetiese posisie in te voeg:

"Beklometasoonndipropionaat, wanneer bedoel vir toediening in die neus (uitgesonderd toediening per aërosol), tydens die behandeling van die simptome van seisoenale allergiese rinitis (hooikoors) by volwassenes en kinders ouer as 12 jaar, onderworpe daaraan dat—

(a) die maksimum dosis per neusgat 100 mikrogram is;

(b) die maksimum daaglikse dosis per neusgat 200 mikrogram is;

(c) die verpakking tot 200 dosisse beperk is. (B3, B4, B5)";

"Cholestiramien.";

"Famotidien, wanneer bedoel vir die korttermyn simptome verligting van sooibrand veroorsaak deur 'n oormaat suur, onderworpe daaraan dat—

(a) die maksimum dosis 10 milligram is;

(b) die maksimum daaglikse dosis (per 24 uur) 20 milligram is;

(c) die maksimum tydperk van behandeling 2 weke is. (B4)";

"Fenoprofeen, wanneer bedoel vir noodbehandeling van akute jigaanvalle en wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B3)";

"Flurbiprofen, when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S3, S4)";

"Indomethacin, when intended for the emergency treatment of acute gout attacks. (S1, S3)";

"Ketoprofen, where the maximum dose is 100 milligrams, when intended for the emergency treatment of acute gout attacks and when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S1, S3)";

"Minoxidil, when intended for application to the scalp. (S4)";

"Nabumetone, when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S3)";

"Otilonium bromide.";

"Piroxicam, when intended for the emergency treatment of acute gout attacks and when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S3)";

"Tiaprofenic acid, when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S3)";

(b) by the substitution for the entry —

"Mefenamic acid, when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S3)";

of the following entry:

"Mefenamic acid, when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days; and preparations containing mefenamic acid as the only therapeutically active substance, when intended for the treatment of primary dysmenorrhoea, where the maximum daily dose is 500 milligrams 3 times a day and the maximum treatment period is 3 days. (S3)";

(c) by the substitution for the entry —

"Mesna."

of the following entry:

"Mesna, except preparations intended for injection. (S4)";

(d) by the substitution for the entry —

"Miconazole, when intended for application to the skin and when intended for human vaginal use, specifically for the treatment of recurrent vaginal candidiasis. (S4)";

of the following entry:

"Miconazole, when intended for application to the skin and when intended for human vaginal use, specifically for the treatment of recurrent

"Flurbiprofen, wanneer bedoel vir die behandeling van posstraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B3, B4)";

"Indometasien, wanneer bedoel vir noodbehandeling van akute jigaanvalle. (B1, B3)";

"Ketoprofeen, waar die maksimum dosis 100 milligram is, wanneer bedoel vir noodbehandeling van akute jigaanvalle en wanneer bedoel vir die behandeling van posstraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B1, B3)";

"Minoksidiel, wanneer bedoel vir aanwending aan die kopvel. (B4)";

"Nabumetoon, wanneer bedoel vir die behandeling van posstraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B3)";

"Otiloniumbromied.";

"Piroksikaam, wanneer bedoel vir noodbehandeling van akute jigaanvalle en wanneer bedoel vir die behandeling van posstraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B3)";

"Simetidiën, wanneer bedoel vir die korttermyn simptome verligting van sooibrand, dispepsie en oormaat suur, onderworpe daaraan dat —

(a) die maksimum dosis 200 milligram is;

(b) die maksimum daaglikse dosis (per 24 uur) 800 milligram is;

(c) die maksimum tydperk van behandeling 2 weke is. (B3)";

"Tiaprofeensuur, wanneer bedoel vir die behandeling van posstraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B3)";

(b) deur die inskrywing —

"Mefenaamsuur, wanneer bedoel vir die behandeling van post-traumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B3)";

te vervang deur die volgende inskrywing:

"Mefenaamsuur, wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae; en preparate met mefenaamsuur as die enigste aktiewe medisinale bestanddeel, wanneer bedoel vir die behandeling van primêre dismenorree, waar die maksimum daaglikse dosis 500 milligram 3 maal per dag is en die maksimum tydperk van behandeling 3 dae is. (B3)";

(c) deur die inskrywing —

"Mesna."

te vervang deur die volgende inskrywing:

"Mesna, uitgesonderd preparate bedoel vir inspuiting. (B4)";

(d) deur die inskrywing —

"Mikonasool, wanneer bedoel vir aanwending aan die vel en wanneer bedoel vir menslike vaginale gebruik, spesifiek vir die behandeling van herhalende vaginale kandidiasis. (B4)";

te vervang deur die volgende inskrywing:

"Mikonasool, wanneer bedoel vir aanwending aan die vel en wanneer bedoel vir menslike vaginale gebruik, spesifiek vir die behandeling van

vaginal candidiasis, and when intended for human use in preparations containing 2 per cent or less of miconazole, for the topical treatment of fungal infections of the mouth (oral candidiasis). (S4)''.

3. **Schedule 3** to the Act is hereby amended—

(a) by the insertion of each of the following entries in the correct alphabetical position:

“Dornase alfa (rhDNase).”;

“Felbamate.”;

“Ketorolac trometamol, when intended for ophthalmic use. (S4)”;;

“Losartan.”;

“Tenidap.”;

(b) by the substitution for the entry—

“Cimetidine.”

of the following entry:

“Cimetidine, except when intended for the short-term symptomatic relief of heartburn, dyspepsia and hyperacidity, where the maximum dose is 200 milligrams, the maximum daily dose (per 24 hours) is 800 milligrams and the maximum treatment period is 2 weeks. (S2)”;;

(c) by the substitution for the entry—

“Corticosteroids (natural or synthetic), when contained in preparations intended for inhalation. (S2, S4, S5)”;;

of the following entry:

Corticosteroids (natural or synthetic), when contained in preparations intended for inhalation, except beclomethasone dipropionate, when intended for nasal administration (other than by aerosol), in the treatment of the symptoms of seasonal allergic rhinitis (hay fever) in adults and children over 12, where the maximum dose per nostril is 100 micrograms, the maximum daily dose per nostril is 200 micrograms and the pack size is limited to 200 doses. (S2, S4, S5)”;;

(d) by the substitution for the entry—

“Fenoprofen.”

of the following entry:

“Fenoprofen, except when intended for emergency treatment of acute gout attacks and when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S2)”;;

(e) by the substitution for the entry—

“Flurbiprofen, except when intended for ophthalmic use. (S4)”;;

of the following entry:

“Flurbiprofen, except when intended for ophthalmic use and except when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S2, S4)”;;

(f) by the substitution for the entry—

“Indomethacin, except when intended for application to the skin. (S1)”;;

of the following entry:

“Indomethacin, except when intended for application to the skin and except when intended for the emergency treatment of acute gout attacks. (S1, S2)”;;

herhalende vaginale kandidiasis, en wanneer bedoel vir menslike gebruik in preparate wat 2 persent of minder mikonasool bevat en bedoel is vir die plaaslike behandeling van fungusinfeksies van die mond (orale kandidiasis). (B4)''.

3. **Bylae 3** van die Wet word hierby gewysig—

(a) deur elk van die volgende inskrywings in die korrekte alfabetiese posisie in te voeg:

“Dornasealfa (rhDNase).”;

“Felbamaat.”;

“Ketorolaktrometamol, wanneer bedoel vir oftalmiese gebruik. (B4)”;;

“Losartan.”;

“Tenidap.”;

(b) deur die inskrywing—

“Fenoprofeen.”

te vervang deur die volgende inskrywing:

“Fenoprofeen, uitgesonderd wanneer bedoel vir noodbehandeling van akute jigaanvalle en wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B2)”;;

(c) deur die inskrywing—

“Flurbiprofeen, uitgesonderd wanneer bedoel vir oftalmiese gebruik. (B4)”;;

te vervang deur die volgende inskrywing:

Flurbiprofeen, uitgesonderd wanneer bedoel vir oftalmiese gebruik en uitgesonderd wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B2, B4)”;;

(d) deur die inskrywing—

“Indometasien, uitgesonderd wanneer bedoel vir aanwending aan die vel (B1)”;;

te vervang deur die volgende inskrywing:

“Indometasien, uitgesonderd wanneer bedoel vir aanwending aan die vel en uitgesonderd wanneer bedoel vir noodbehandeling van akute jigaanvalle. (B1, B2)”;;

(e) deur die inskrywing—

“Ketoprofeen, uitgesonderd wanneer bedoel vir aanwending aan die vel. (B1)”;;

te vervang deur die volgende inskrywing:

“Ketoprofeen, uitgesonderd wanneer bedoel vir aanwending aan die vel en uitgesonderd waar die maksimum dosis 100 milligram is, wanneer bedoel vir noodbehandeling van akute jigaanvalle en wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B1, B2)”;;

(f) deur die inskrywing—

“Kortikosteroïede (natuurlik of sinteties), wanneer dit voorkom in preparate bedoel vir inhalasie. (B2, B4, B5)”;;

te vervang deur die volgende inskrywing:

“Kortikosteroïede (natuurlik of sinteties), wanneer dit voorkom in preparate bedoel vir inhalasie, uitgesonderd beklometasoon-dipropionaat, wan-

(g) by the substitution for the entry—

“Ketoprofen, except when intended for application to the skin. (S1)”

of the following entry:

“Ketoprofen, except when intended for application to the skin and except where the maximum dose is 100 milligrams, when intended for the emergency treatment of acute gout attacks and when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S1, S2)”;

(h) by the substitution for the entry—

“Mefenamic acid, except when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S2)”

of the following entry:

“Mefenamic acid, except when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days, and except preparations containing mefenamic acid as the only therapeutically active substance, when intended for the treatment of primary dysmenorrhoea, where the maximum daily dose is 500 milligrams of mefenamic acid 3 times a day and the maximum treatment period is 3 days. (S2)”;

(i) by the substitution for the entry—

“Nabumetone.”

of the following entry:

“Nabumetone, except when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S2)”;

(j) by the substitution for the entry—

“Piroxicam.”

of the following entry:

“Piroxicam, except when intended for the emergency treatment of acute gout attacks and when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S2)”;

(k) by the substitution for the entry—

“Tiaprofenic acid.”

of the following entry:

“Tiaprofenic acid, except when intended for the treatment of post-traumatic conditions such as pain, swelling and inflammation, for a maximum period of 5 days. (S2)”;

(l) by the deletion of the entry “Minoxidil, when intended for application to the scalp. (S4)”.

4. Schedule 4 to the Act is hereby amended—

(a) by the insertion of each of the following entries in the correct alphabetical position:

“Famciclovir.”;

“Fenticonazole.”;

neer bedoel vir toediening in die neus (uitgesonderd toediening per aërosol), tydens die behandeling van die simptome van seisoenale allergiese rinitis (hooikoors) by volwassenes en kinders ouer as 12 jaar, waar die maksimum dosis per neusgat 100 mikrogram is, die maksimum daaglikse dosis per neusgat 200 mikrogram is en die verpakking tot 200 dosisse beperk is. (B2, B4, B5)”;

(g) deur die inskrywing—

“Mefenaamsuur, uitgesonderd wanneer bedoel vir behandeling van post-traumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B2)”

te vervang deur die volgende inskrywing:

“Mefenaamsuur, uitgesonderd wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae, en uitgesonderd preparate met mefenaamsuur as die enigste aktiewe medisinale bestanddeel, wanneer bedoel vir die behandeling van primêre dismenorree, waar die maksimum daaglikse dosis 500 milligram 3 maal per dag is en die maksimum tydperk van behandeling 3 dae is. (B2)”;

(h) deur die inskrywing—

“Nabumetoon.”

te vervang deur die volgende inskrywing:

“Nabumetoon, uitgesonderd wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B2)”;

(i) deur die inskrywing—

“Piroksikaam.”

te vervang deur die volgende inskrywing:

“Piroksikaam, uitgesonderd wanneer bedoel vir noodbehandeling van akute jigaanvalle en wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B2)”;

(j) deur die inskrywing—

“Simetidien.”

te vervang deur die volgende inskrywing:

“Simetidien, uitgesonderd wanneer bedoel vir die korttermyn simptomatiese verligting van sooi-brand, dispepsie en oormaat suur, waar die maksimum dosis 200 milligram is, die maksimum daaglikse dosis (per 24 uur) 800 milligram is en die maksimum tydperk van behandeling 2 weke is. (B2)”;

(k) deur die inskrywing—

“Tiaprofeensuur.”

te vervang deur die volgende inskrywing:

“Tiaprofeensuur, uitgesonderd wanneer bedoel vir die behandeling van posttraumatische toestande soos pyn, swelling en inflammasie, vir 'n maksimum tydperk van 5 dae. (B2)”;

(l) deur die inskrywing “Minoksidiel, wanneer bedoel vir aanwending aan die kopvel. (B4)” te skrap.

4. Bylae 4 van die Wet word hierby gewysig—

(a) deur elk van die volgende inskrywings in die korrekte alfabetiese posisie in te voeg:

“Famsiklovir.”;

“Fentikonasool.”;

"Fludarabine.";

"Gemcitabine.";

Ketorolac trometamol, except when intended for ophthalmic use. (S3)";

"Mesna, when intended for injection. (S2)";

"Tacrine.";

"Trometamol.";

(b) by the substitution for the entry—

"Famotidine."

of the following entry:

"Famotidine, except when intended for the symptomatic relief of heartburn caused by excess acid, where the maximum dose is 10 milligrams, the maximum daily dose (per 24 hours) is 20 milligrams and the maximum treatment period is 2 weeks. (S4)";

(c) by the substitution for the entry—

"Hormones (natural or synthetic, including recombinant forms), with either hormonal or anti-hormonal action, unless listed in another Schedule, except when intended for application to the skin, when intended for human vaginal use and when intended for oral contraception, and excluding insulin and epinephrine (adrenaline), and except zeranol, natural estrogen, and progesterone when intended and registered as growth stimulants in terms of the provisions of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947). (S1, S2, S3, S5)";

of the following entry:

"Hormones (natural or synthetic, including recombinant forms), with either hormonal or anti-hormonal action, unless listed in another Schedule, except—

(a) when intended for application to the skin (S1);

(b) when intended for human vaginal use (S1);

(c) when intended for oral contraception (S2, S3);

(d) insulin (S2, S3);

(e) epinephrine (adrenaline) (S1, S2, S3);

(f) corticotrophin (adrenocorticotrophic hormone; ACTH) (S5);

(g) Human growth hormone (human somatotropin)—all forms (S5);

(h) zeranol, natural estrogen, and progesterone, when intended and registered as growth stimulants in terms of the provisions of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947);

(i) BST (bovine somatotropin), when registered as a stock remedy in terms of the provisions of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947).";

"Fludarabien.";

"Gemsitabien.";

"Ketorolaktrometamol, uitgesonderd wanneer bedoel vir oftalmiese gebruik. (B3)";

"Mesna, wanneer bedoel vir inspuiting. (B2)";

"Takrien.";

"Trometamol.";

(b) deur die inskrywing—

"Famotidien."

te vervang deur die volgende inskrywing:

"Famotidien, uitgesonderd wanneer bedoel vir die simptomatiesse verligting van sooi-brand veroorsaak deur 'n oormaat suur, waar die maksimum dosis 10 milligram is, die maksimum daaglikse dosis (per 24 uur) 20 milligram is en die maksimum tydperk van behandeling 2 weke is. (B2)";

(c) deur die inskrywing—

"Hormone (natuurlik of sinteties, insluitend rekombinante vorme), met óf hormonale óf anti-hormonale werking, tensy in 'n ander Bylae gelys, uitgesonderd wanneer bedoel vir aanwending aan die vel, wanneer bedoel vir menslike vaginale gebruik en wanneer bedoel as mondelike voorbehoedmiddels, en uitgesonderd insulien en epinefrien (adrenalien), (B1, B2, B3, B5), en uitgesonderd seranol, estrogeen en progesteron wanneer bedoel en geregistreer is as groeistimulante ingevolge die bepalings van die Wet op Misstowwe, Veevoedsel, Landboumiddels en Vee-middels, 1947 (Wet No. 36 van 1947)."

te vervang deur die volgende inskrywing:

"Hormone (natuurlik of sinteties, insluitend rekombinante vorme), met óf hormonale óf anti-hormonale werking, tensy in 'n ander Bylae gelys, uitgesonderd—

(a) wanneer bedoel vir aanwending aan die vel (B1);

(b) wanneer bedoel vir menslike vaginale gebruik (B1);

(c) wanneer bedoel as mondelike voorbehoedmiddels (B2, B3);

(d) insulien (B2, B3);

(e) epinefrien (adrenalien) (B1, B2, B3);

(f) kortikotropien (adrenokortikotropiese hormoon; AKTH) (B5);

(g) menslike groeihormoon (menslike somatotropien)—alle vorme (B5);

(h) seranol, natuurlike estrogeen en progesteron, wanneer bedoel en geregistreer as groeistimulante ingevolge die bepalings van die Wet op Misstowwe, Veevoedsel, Landboumiddels en Vee-middels, 1947 (Wet No. 36 van 1947);

(i) BST (beessomatotropien), wanneer geregistreer as veemiddel ingevolge die bepalings van die Wet op Misstowwe, Veevoedsel, Landboumiddels en Veemiddels, 1947 (Wet No. 36 van 1947).";

(d) by the substitution for the entry—

“Miconazole, except when intended for application to the skin and when intended for human vaginal use, specifically for the treatment of recurrent vaginal candidiasis. (S2)”

of the following entry:

“Miconazole, except when intended for application to the skin and except when intended for human vaginal use, specifically for the treatment of recurrent vaginal candidiasis, and except when intended for human use in preparations containing 2 per cent or less of miconazole, when intended for the topical treatment of fungal infections of the mouth (oral candidiasis). (S2)”;

(e) by the substitution for the entry—

“Minoxidil, except when intended for application to the scalp. (S3)”

of the following entry:

“Minoxidil, except when intended for application to the scalp. (S2)”;

(f) by the deletion of the entry Cholestyramine resin.”

5. **Schedule 5** to the Act is hereby amended—

(a) by the insertion of each of the following entries in the correct alphabetical position:

“Citalopram.”;

“Nefazodone.”

(d) deur die inskrywing—

“Mikonasool, uitgesonderd wanneer bedoel vir aanwending aan die vel en wanneer bedoel vir menslike vaginale gebruik, spesifiek vir die behandeling van herhalende vaginale kandidiase. (B2)”

te vervang deur die volgende inskrywing:

“Mikonasool, uitgesonderd wanneer bedoel vir aanwending aan die vel en uitgesonderd wanneer bedoel vir menslike vaginale gebruik, spesifiek vir die behandeling van herhalende vaginale kandidiase, en uitgesonderd wanneer bedoel vir menslike gebruik in preparate wat 2 persent of minder mikonasool bevat en bedoel is vir die plaaslike behandeling van fungusinfeksies van die mond (orale kandidiase). (B2)”;

(e) deur die inskrywing—

“Minoksidiel, uitgesonderd wanneer bedoel vir aanwending aan die kopvel. (B3)”

te vervang deur die volgende inskrywing:

“Minoksidiel, uitgesonderd wanneer bedoel vir aanwending aan die kopvel. (B2)”;

(f) deur die inskrywing “Cholestiramienhars.” te skrap.

5. **Bylae 5** van die Wet word hierby gewysig—

(a) deur elk van die volgende inskrywings in die korrekte alfabetiese posisie in te voeg:

“Nefasodoon.”;

“Sitalopraam.”

No. R. 682

12 May 1995

THE SOUTH AFRICAN MEDICAL AND
DENTAL COUNCIL

REGULATIONS RELATING TO FEES
PAYABLE TO THE COUNCIL

The Minister of Health has, on the recommendation of the South African Medical and Dental Council, in terms of section 61 (1), read together with section 61 (4), of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), made the regulations in the Schedule.

SCHEDULE

1. In this Schedule—

“**the Act**” means the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), and any expression to which a meaning has been assigned in the Act shall bear such meaning and, unless inconsistent with the context—

“**section**” means a section of the Act.

2. The registration fees payable under the provisions of the Act are as follows:

(a) By a medical practitioner or a dentist	R274,00.
(b) By a psychologist	R68,40.
(c) By an intern	R41,50.

No. R. 682

12 Mei 1995

DIE SUID-AFRIKAANSE GENEESKUNDIGE EN
TANDHEELKUNDIGE RAAD

REGULASIES BETREFFENDE GELDE
BETAALBAAR AAN DIE RAAD

Die Minister van Gesondheid het, op aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, kragtens artikel 61 (1), gelees met artikel 61 (4), van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoepes, 1974 (Wet No. 56 van 1974), die regulasies in die bylae uitgevaardig.

BYLAE

1. In hierdie Bylae beteken—

“**die Wet**” die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoepes, 1974 (Wet No. 56 van 1974), en het enige uitdrukking waaraan ’n betekenis in die Wet geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken—

“**artikel**” ’n artikel in die Wet.

2. Die registrasiegelde betaalbaar kragtens die bepalings van die Wet is soos volg:

(a) Deur ’n geneesheer of ’n tandarts	R274,00.
(b) Deur ’n sielkundige	R68,40.
(c) Deur ’n intern	R41,50.

(d) By a student-intern	R28,00.	(d) Deur 'n student-intern	R28,00.
(e) By an intern-psychologist	R22,80.	(e) Deur 'n intern-sielkundige	R22,80.
(f) by a medical practitioner or a dentist for registration as a dispensing medical practitioner or dentist	R68,40.	(f) Deur 'n geneesheer of 'n tandarts vir registrasie as 'n resepterende geneesheer of tandarts	R68,40.
(g) by a medical practitioner or a dentist for the registration of a speciality or subspeciality	R547,50.	(g) Deur 'n geneesheer of 'n tandarts vir die registrasie van 'n spesialiteit of subspesialiteit	R547,50.
(h) By a medical practitioner, a dentist or a psychologist for the registration of an additional qualification	R41,50.	(h) Deur 'n geneesheer, 'n tandarts of 'n sielkundige vir die registrasie van 'n addisionele kwalifikasie	R41,50.
(i) By a medical or dental student—		(i) Deur 'n student in die geneeskunde of die tandheelkunde—	
(i) for registration as such a student	R28,00.	(i) vir registrasie as sodanige student	R28,00.
(ii) for registration as such a visiting student	R28,00.	(ii) vir registrasie as sodanige besoekende student	R28,00.
(iii) for changing a registration as a medical or a dental student to a registration as a dental or a medical student respectively	R14,00.	(iii) vir wysiging van registrasie as 'n student in die geneeskunde of die tandheelkunde tot onderskeidelik registrasie as 'n student in die tandheelkunde of die geneeskunde	R14,00.
(iv) for the resumption of registration of a formerly registered medical or a dental student as a dental or a medical student respectively	R28,00.	(iv) vir hervatting van die registrasie van 'n voormalige geregistreerde student in die geneeskunde of die tandheelkunde as onderskeidelik 'n student in die tandheelkunde of die geneeskunde	R28,00.
(v) for reregistration of such a student after an interruption of at least one year	R14,00.	(v) vir herregistrasie van sodanige student na 'n onderbreking van minstens een jaar	R14,00.
(vi) as a penalty for the late payment of the registration fee by such a student per month or portion of a month for which the application was submitted after the prescribed time	R7,00.	(vi) as boete vir die laatbetaling van registrasiegeld deur sodanige student per maand of gedeelte van 'n maand wat sy aansoek om registrasie na die voorgeskrewe tyd ingedien het	R7,00.
(j) By a student in psychology—		(j) Deur 'n student in die sielkunde—	
(i) for registration as such a student	R22,80.	(i) vir registrasie as sodanige student	R22,80.
(ii) for reregistration of such a student after an interruption of at least one year	R11,40.	(ii) vir herregistrasie as sodanige student na 'n onderbreking van minstens een jaar	R11,40.
(iii) as a penalty for the late payment of the registration fee by such a student per month or portion of a month for which the application was submitted after the prescribed time	R5,70.	(iii) as boete vir die laatbetaling van registrasiegeld deur sodanige student per maand of gedeelte van 'n maand wat sy aansoek na die voorgeskrewe tyd ingedien het	R5,70.

3. The fees payable under the provisions of the Act for the restoration of a name to a register are as follows:

- | | |
|--|----------|
| (a) By a medical practitioner or a dentist for the restoration of— | |
| (i) his name in terms of section 19 (5) | R342,00; |
| (ii) his name in terms of section 42 or 51 | R102,60; |
| (iii) his speciality, subspeciality or additional qualification in terms of section 35 (4) | R14,00. |

3. Die gelde betaalbaar kragtens die bepalings van die Wet vir die terugplasing van 'n naam op 'n register is soos volg:

- | | |
|--|----------|
| (a) Deur 'n geneesheer of 'n tandarts vir die terugplasing van— | |
| (i) sy naam kragtens artikel 19 (5) | R342,00; |
| (ii) sy naam kragtens artikel 42 of 51 | R102,60; |
| (iii) sy spesialiteit, subspesialiteit of addisionele kwalifikasie kragtens artikel 35 (4) | R14,00. |

- (b) By a psychologist or a member of a supplementary health service profession for the restoration of—
- (i) his name in terms of section 19 (5) R68,40;
- (ii) his name in terms of section 42 or 51 R14,00.
4. The fees payable for sitting the examinations are as follows:
- (a) Examinations for medical practitioners and dentists who have applied for registration in terms of section 26 (1B) R570,00.
- (b) Examinations for specialists in medicine or dentistry in terms of section 35 (1B) R342,00.
5. The fees payable in terms of section 23 for the issue of certificates are as follows:
- (a) By an intern, a medical practitioner, a dentist, a psychologist, an intern-psychologist or a qualified person in a supplementary health service profession for the issuing of—
- (i) a certificate of status R57,00;
- (ii) a certified extract from the register or a certificate signed by the registrar, or a duplicate registration certificate R11,40.
- (b) By a medical or dental student, a student-intern, a student in psychology or a student in a supplementary health service profession for the issuing of a certified extract from the register or a certificate signed by the registrar, or a duplicate registration certificate R5,70.
6. The fees prescribed herein include value-added tax.
7. Government Notice No. R. 1384 of 12 August 1994 is hereby repealed.

- (b) Deur 'n sielkundige of 'n lid van 'n aanvullende gesondheidsdiensberoep vir die terugplasing van—
- (i) sy naam kragtens artikel 19 (5) ... R68,40;
- (ii) sy naam kragtens artikel 42 of 51 R14,00.
4. Die gelde betaalbaar vir die aflê van eksamens is soos volg:
- (a) Eksamens vir geneeshere en tandartse wat kragtens artikel 26 (1B) om registrasie aansoek doen R570,00.
- (b) Eksamens vir spesialiste in die geneeskunde of die tandheelkunde kragtens artikel 35 (1B) R342,00.
5. Die gelde betaalbaar kragtens artikel 23 vir die uitreiking van sertifikate is soos volg:
- (a) Deur 'n intern, 'n geneesheer, 'n tandarts, 'n sielkundige, 'n intern-sielkundige of gekwalifiseerde persoon in 'n aanvullende gesondheidsdiensberoep vir die uitreiking van—
- (i) 'n sertifikaat van status R57,00;
- (ii) 'n gesertifiseerde uittreksel uit 'n register of 'n sertifikaat deur die registrateur onderteken, of 'n duplikaat registrasiesertifikaat R11,40.
- (b) Deur 'n student in die geneeskunde of die tandheelkunde, 'n student-intern, 'n student in die sielkunde of 'n student in 'n aanvullende gesondheidsdiensberoep vir die uitreiking van 'n gesertifiseerde uittreksel uit 'n register of 'n sertifikaat deur die registrateur onderteken, of 'n duplikaat registrasiesertifikaat R5,70.
6. Die gelde hierin voorgeskryf, sluit belasting op toegevoegde waarde in.
7. Goewermentskennisgewing No. R. 1384 van 12 Augustus 1994 word hierby herroep.

DEPARTMENT OF LABOUR

No. R. 670

12 May 1995

LABOUR RELATIONS ACT, 1956

TRANSNET INDUSTRIAL COUNCIL: RE-ENACTMENT OF MAIN AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1995, upon the employer and the trade unions which entered into the Agreement and upon the employees who are members of the said unions; and

DEPARTEMENT VAN ARBEID

No. R. 670

12 Mei 1995

WET OP ARBEIDSVERHOUDINGE, 1956

TRANSNET NYWERHEIDSRAAD: HERBEKRAGTIGING VAN HOOFOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1995 eindig, bindend is vir die werkgever en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde verenigings is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1995, upon all 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 A of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

TRANSNET INDUSTRIAL COUNCIL

AGREEMENT

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

Transnet Limited

(hereinafter referred to as "Transnet") and

SALSTAFF

S.A. Footplate Staff Association

Technical Workers' Union

Workers' Union of South Africa

South African Airways Flight Engineers' Association (SAAFEA)

Transnet Allied Trade Union

Black Trade Union of Transnet

South African Railways and Harbours Workers' Union

(hereinafter referred to as the "trade unions"),

being the parties to the Transnet Industrial Council,

to amend the Main Agreement published under Government Notice No. R. 2411 of 28 August 1992, as extended, amended and re-enacted by Government Notices Nos. R. 3228 of 27 November 1992, R. 1184 of 2 July 1993, R. 2208 of 19 November 1993 and R. 2552 of 31 December 1993.

A. AREA AND SCOPE OF THIS AGREEMENT

This Agreement shall be applicable to—

(a) all employees of Transnet Limited in the Republic of South Africa as it existed immediately prior to the date of coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), who have been appointed permanently or temporarily, irrespective of whether they are represented by a trade union or not, except—

(i) employees in the management corps; and

(ii) senior officers with whom a management agreement has been entered into;

(b) employees in a casual capacity, except where—

(i) mentioned otherwise in this Agreement; or

(ii) the provisions of any agreement entered into with a casual employee contain service conditions which differ from the provisions of this Agreement.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1995 eindig, bindend is vir alle ander 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 gebied in klousule A van die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

TRANSNET-NYWERHEIDSRAAD

OOREENKOMS

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

Transnet Beperk

(hierna "Transnet" genoem) en

SALSTAFF

S.A. Voetplaatpersoneelvereniging

Tegniese Werkersunie

Werknemersunie van Suid-Afrika

Suid-Afrikaanse Lugdiens Boordingenieursvereniging (SAAFEA)

Transnet Geallieerde Vakbond

Swart Vakvereniging van Transnet

South African Railways and Harbours Workers' Union

(hierna die "vakverenigings" genoem),

wat die partye is by die Transnet-nywerheidsraad,

tot wysiging van die Hoof-ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2411 van 28 Augustus 1992, soos verleng, gewysig en herbekragtig by Goewermentskennisgewings Nos. R. 3228 van 27 November 1992, R. 1184 van 2 Julie 1993, R. 2208 van 19 November 1993 en R. 2552 van 31 Desember 1993.

A. TOEPASSINGSBESTEK VAN HIERDIE OOREENKOMS

Hierdie Ooreenkoms is van toepassing op—

(a) alle werknemers van Transnet Beperk in die Republiek van Suid-Afrika soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), wat in vaste of tydelike diens aangestel is, ongeag of hulle deur 'n vakvereniging verteenwoordig word al dan nie, uitgesonderd—

(i) werknemers wat deel vorm van die bestuurskader; en

(ii) senior amptenare met wie 'n bestuursooreenkoms aangegaan is;

(b) werknemers in 'n los hoedanigheid behalwe vir sover—

(i) anders in hierdie Ooreenkoms vermeld; of

(ii) die bepalings van enige ooreenkoms wat met 'n los werknemer aangegaan is, diensvoorwaardes bevat wat verskil van die bepalings van hierdie Ooreenkoms.

1. GENERAL PROVISIONS

The provisions contained in Sections D to R of the Agreement published under Government Notice R. 2411 of 28 August 1992 as extended and amended by Government Notices R. 3228 of 27 November 1992, R. 1184 of 2 July 1993, R. 2208 of 19 November 1993 and R. 2552 of 31 December 1993 (hereafter referred to as the "Former Agreement") as further extended, amended and re-enacted from time to time, shall apply to employer and employees.

2. G. REMUNERATION

Clause 18 (1) of the Main Agreement is hereby amended by the substitution of the expression "R1 047,50" for the expression "R967,50", the expression "R180" for the expression "R150" and the expression "July 1994 to July 1995" for the expression "from the date of coming into operation of this Agreement to June 1994".

3. M. SICK LEAVE

Clause 76B of the Main Agreement is hereby amended by the insertion of the following new paragraphs:

"(10) The trade unions shall have the right to negotiate with local management on a possible extension of the 150 days sick leave in a sick leave cycle in individual meritorious cases. If the parties agree to an extension, such extension shall be granted.

(11) Both parties retain the right to renegotiate the sick leave provisions."

4. R. CODE OF CONDUCT

4.1 Clause 99 (3) (h) is hereby amended by the substitution of the expression "72 hours" for the expression "48 hours".

4.2 Clause 112: Complaint or report against another employee.

APPENDIX A**A. DISCIPLINE**

Clause 8 (2) is hereby amended by the substitution of the expression "21 days" for the expression "seven days".

No. R. 671**12 May 1995**

LABOUR RELATIONS ACT, 1956

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

I, Tito Titus Mboweni, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

1. ALGEMENE BEPALINGS

Die bepalings soos vervat in Afdelings D tot R van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2411 van 28 Augustus 1992 soos verleng en gewysig deur Goewermentskennisgewings R. 3228 van 27 November 1992, R. 1184 van 2 Julie 1993, R. 2208 van 19 November 1993 (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng en gewysig of herbekragtig van tyd tot tyd, is van toepassing op sowel werkgever as werknemers.

2. G. VERGOEDING

Klousule 18 (1) van die Hofooreenkoms word hierby gewysig deur die uitdrukking "R967,50" deur die uitdrukking "R1 047,50" te vervang, die uitdrukking "R150" deur die uitdrukking "R180" te vervang en die uitdrukking "vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot Junie 1994" deur die uitdrukking "Julie 1994 tot Julie 1995" te vervang.

3. M. SIEKTEVERLOF

Klousule 76B van die Hofooreenkoms word hierby gewysig deur die volgende nuwe paragrafe in te voeg:

"(10) Die vakverenigings het die reg om met die plaaslike bestuur te onderhandel oor 'n moontlike verlenging van die 150 dae siekteverlof in 'n siekteverlofsiklus in individuele verdienstelike gevalle. Indien die partye oor 'n verlenging ooreenkom, moet sodanige verlenging toegestaan word.

(11) Beide partye behou die reg om oor die siekteverlofbepalings te heronderhandel."

4. R. GEDRAGSKODE

4.1 Klousule 99 (3) (h) word hierby gewysig deur die uitdrukking "48 uur" deur die uitdrukking "72 uur" vervang.

4.2 Klousule 112: Klagte of rapport teen 'n ander werknemer.

AANHANGSEL A**A. DISSIPLINE**

Klousule 8 (2) word hierby gewysig deur die uitdrukking "sewe dae" deur die uitdrukking "21 dae" te vervang.

No. R. 671**12 Mei 1995**

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

NOTE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, CAPE: KNITTING DIVISION

The attention of employers who are not members of any of the employers' organisations which are parties to the Agreement hereunder is drawn to—

(a) section 51 (3) of the Labour Relations Act, 1956, in terms of which application may be made to the above-mentioned Industrial Council for exemption from all or any of the provisions of the agreement entered into by the parties to the Council and which is binding in terms of the said Act; and

(b) section 51 (6) of the said Act which provides that any person who feels aggrieved by any decision of the Council, may at any time appeal to the Minister of Labour against such decision.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

KNITTING DIVISION AGREEMENT

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

Cape Knitting Industry Association,
the

Cape Clothing Manufacturers' Association
and the

Garment Manufacturers' Association of the Western Cape

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

South African Clothing and Textile Workers' Union

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

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

to amend the Knitting Division Agreement published under Government Notice No. R. 1374 of 1 July 1983, as amended, extended, renewed and re-enacted by Government Notices Nos. R. 1262 of 22 June 1984, R. 2435 of 9 November 1984, R. 2669 of 7 December 1984, R. 1743 of 9 August 1985, R. 2336 of 14 November 1986, R. 254 of 6 February 1987, R. 2067 of 14 October 1988, R. 2455 of 2 December 1988, R. 2327 of 27 October 1989, R. 2529 of 17 November 1989, R. 2756 of 15 December 1989, R. 2086 of 31 August 1990, R. 2867 of 7 December 1990, R. 1235 of 30 May 1991, R. 2511 of 4 September 1992, R. 3103 of 13 November 1992, R. 3425 of 24 December 1992, R. 3426 of 24 December 1992, R. 1085 of 25 June 1993, R. 885 of 6 May 1994 and R. 1159 of 1 July 1994.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

OPMERKING

NYWERHEIDSRaad VIR DIE KLERASIE-NYWERHEID, KAAP: BREI-AFDELING

Werkgewers wat nie lede is van die werkgewersorganisasies wat partye by die Ooreenkoms hieronder is nie, se aandag word gevestig op—

(a) artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, ingevolge waarvan aansoek by bogenoemde Nywerheidsraad gedoen kan word om vrystelling van almal of enige van die bepalings van die ooreenkoms wat deur die partye by die Raad aangegaan is en wat ingevolge die genoemde Wet bindend is; en

(b) artikel 51 (6) van genoemde Wet wat bepaal dat enige persoon wat veronreg voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Arbeid teen sodanige beslissing kan appelleer.

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS VIR DIE BREI-AFDELING

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

Cape Knitting Industry Association,
die

Cape Clothing Manufacturers' Association
en die

Garment Manufacturers' Association of the Western Cape

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasiennywerheid (KaaP),

tot wysiging van die Ooreenkoms vir die Brei-afdeling gepubliseer by Goewermmentskennisgewing No. R. 1374 van 1 Julie 1983, soos gewysig, verleng, hiernieu en herbekragtig by Goewermmentskennisgewings Nos. R. 1262 van 22 Junie 1984, R. 2435 van 9 November 1984, R. 2669 van 7 Desember 1984, R. 1743 van 9 Augustus 1985, R. 2336 van 14 November 1986, R. 254 van 6 Februarie 1987, R. 2067 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2327 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2756 van 15 Desember 1989, R. 2086 van 31 Augustus 1990, R. 2867 van 7 Desember 1990, R. 1235 van 30 Mei 1991, R. 2511 van 4 September 1992, R. 3103 van 13 November 1992, R. 3425 van 24 Desember 1992, R. 3426 van 24 Desember 1992, R. 1085 van 25 Junie 1993, R. 885 van 6 Mei 1994 en R. 1159 van 1 Julie 1994.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of the Cape, Wynberg, Simon's Town, Goodwood and Bellville, including those portions of the Magisterial Districts of Wynberg, Simon's Town, Goodwood and Bellville that were used to create the Magisterial District of Mitchells Plain on 2 March 1992, Somerset West, Strand, Malmesbury and George.

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

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

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

2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

Substitute the expression "30 June 1995" for the expression "30 June 1994".

3. CLAUSE 4: WAGES

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

	"Wage per week"
Part A—Design and Cutting Department	R
Pattern maker:	
(a) Qualified	498,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	278,50
Second six months of experience	308,00
Third year:	
First six months of experience	337,50
Second six months of experience	368,00
Fourth year:	
First six months of experience	401,00
Second six months of experience	433,50
Thereafter, the wage specified in (a), i.e.	498,50
Pattern grader:	
(a) Qualified	402,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	262,00
Second six months of experience	278,50
Third year:	
First six months of experience	296,50
Second six months of experience	316,50
Fourth year:	
First six months of experience	337,50
Second six months of experience	359,00
Thereafter, the wage specified in (a), i.e.	402,00
Football jersey cutter:	
(a) Qualified	279,50
(b) Learner:	
First year of experience	Next wage*

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Bellville, insluitende die gedeeltes van die landdrosdistrikte Wynberg, Simonstad, Goodwood en Bellville waaruit die landdrosdistrik Mitchells Plain op 2 Maart 1992 saamgestel was, Somerset-Wes, Strand, Malmesbury en George.

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

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

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

2. KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

Vervang die uitdrukking "30 Junie 1994" deur die uitdrukking "30 Junie 1995".

3. KLOUSULE 4: LONE

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

	"Loon per week"
Deel A—Ontwerp- en Snyafdeling	R
Patroonmaker:	
(a) Gekwalifiseer	498,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	278,50
Tweede ses maande ondervinding	308,00
Derde jaar:	
Eerste ses maande ondervinding	337,50
Tweede ses maande ondervinding	368,00
Vierde jaar:	
Eerste ses maande ondervinding	401,00
Tweede ses maande ondervinding	433,50
Daarna, die loon voorgeskryf by (a), d.w.s.	498,50
Patroongradeerder:	
(a) Gekwalifiseer	402,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	262,00
Tweede ses maande ondervinding	278,50
Derde jaar:	
Eerste ses maande ondervinding	296,50
Tweede ses maande ondervinding	316,50
Vierde jaar:	
Eerste ses maande ondervinding	337,50
Tweede ses maande ondervinding	359,00
Daarna, die loon voorgeskryf by (a), d.w.s.	402,00
Voetbaltruisnyer:	
(a) Gekwalifiseer	279,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*

	"Wage per week"		"Loon per week"
	R		R
Second year:		Tweede jaar:	
First six months of experience	210,50	Eerste ses maande ondervinding	210,50
Second six months of experience	222,50	Tweede ses maande ondervinding	222,50
Third year:		Derde jaar:	
First six months of experience	234,50	Eerste ses maande ondervinding	234,50
Second six months of experience	246,50	Tweede ses maande ondervinding	246,50
Fourth year:		Vierde jaar:	
First six months of experience	259,00	Eerste ses maande ondervinding	259,00
Thereafter the wage specified in (a), i.e.	279,50	Daarna, die loon voorgeskryf by (a), d.w.s.	279,50
Layer-up:		Laagopléer:	
(a) Qualified	240,50	(a) Gekwalifiseer	240,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	203,50	Eerste ses maande ondervinding	203,50
Second six months of experience	210,50	Tweede ses maande ondervinding	210,50
Third year:		Derde jaar:	
First six months of experience	219,00	Eerste ses maande ondervinding	219,00
Thereafter, the wage specified in (a), i.e.	240,50	Daarna, die loon voorgeskryf by (a), d.w.s.	240,50
Part B—Factory operatives		Deel B—Fabriekswerkers	
Grade A employee:		Werknemer graad A:	
(a) Qualified	308,00	(a) Gekwalifiseer	308,00
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	217,50	Eerste ses maande ondervinding	217,50
Second six months of experience	234,00	Tweede ses maande ondervinding	234,00
Third year:		Derde jaar:	
First six months of experience	249,50	Eerste ses maande ondervinding	249,50
Second six months of experience	262,50	Tweede ses maande ondervinding	262,50
Fourth year:		Vierde jaar:	
First six months of experience	279,50	Eerste ses maande ondervinding	279,50
Thereafter, the wage specified in (a), i.e.	308,00	Daarna, die loon voorgeskryf by (a), d.w.s.	308,00
Grade B employee:		Werknemer graad B:	
(a) Qualified	263,00	(a) Gekwalifiseer	263,00
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	213,50	Eerste ses maande ondervinding	213,50
Second six months of experience	225,00	Tweede ses maande ondervinding	225,00
Third year:		Derde jaar:	
First six months of experience	236,50	Eerste ses maande ondervinding	236,50
Thereafter, the wage specified in (a), i.e.	263,00	Daarna, die loon voorgeskryf by (a), d.w.s.	263,00
(c) If advanced to Grade A employee:		(c) Indien bevorder tot werknemer graad A:	
First six months from date of advancement	263,00	Eerste ses maande vanaf datum van bevordering	263,00
Second six months from date of advancement	271,50	Tweede ses maande vanaf datum van bevordering	271,50
Third six months from date of advancement	279,50	Derde ses maande vanaf datum van bevordering	279,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	308,00	Daarna, die loon voorgeskryf vir 'n gekwalifiseerde werknemer, graad A, d.w.s.	308,00
Grade C employee:		Werknemer graad C:	
(a) Qualified	234,00	(a) Gekwalifiseer	234,00
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	209,00	Eerste ses maande ondervinding	209,00
Second six months of experience	216,00	Tweede ses maande ondervinding	216,00
Thereafter, the wage specified in (a), i.e.	234,00	Daarna, die loon voorgeskryf by (a), d.w.s.	234,00

	"Wage per week"
	R
(c) If advanced to Grade B employee:	
First six months from date of advancement.....	234,00
Second six months from date of advancement	236,50
Thereafter, the wage specified for a qualified Grade B employee, i.e.....	263,00
Part C—Clerical employees	
Clerk:	
(a) Qualified	339,50
(b) Learner:	
First year of experience	Next wage**
Second year of experience	251,00
Third year of experience	272,50
Fourth year:	
First six months of experience.....	297,50
Thereafter, the wage specified in (a), i.e.....	339,50
Factory clerk:	
(a) Qualified	255,50
(b) Learner:	
First year of experience	Next wage**
Second year of experience	203,00
Third year of experience	217,00
Fourth year:	
First six months of experience.....	233,50
Thereafter, the wage specified in (a), i.e.....	255,50
Part D—General	
Boiler attendant	241,50
Despatch packer.....	250,00
General worker	233,50
Labourer	236,50
Motor vehicle driver of a vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg	250,00
(b) exceeds 1 360 kg but not 2 720 kg	260,00
(c) exceeds 2 720 kg	296,50
Supervisor, quality controller and instructor	316,50
Traveller's driver.....	260,00
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week.....	269,50
(b) 60 hours per week.....	283,00

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

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

(2) In subclause (9), substitute the expression "R. 885 of 6 May 1994" for the expression "R. 3103 of 13 November 1992" where it appears.

(3) In subclause (10), substitute the expression "1994" for the expression "1993" where it appears.

4. CLAUSE 5: PAYMENT OF WAGES

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

	"Wage per week"
	R
Supervisors and quality controllers	371,50
Grade A employees:	
Machinists and passers.....	310,50
Factory clerks	288,50"

	"Loon per week"
	R
(c) Indien bevorder tot werknemer graad B:	
Eerste ses maande vanaf datum van bevordering	234,00
Tweede ses maande vanaf datum van bevordering	236,50
Daarna, die loon voorgeskryf vir 'n gekwalifiseerde werknemer graad B, d.w.s.	263,00
Deel C—Klerke	
Klerk:	
(a) Gekwalifiseer.....	339,50
(b) Leerling:	
Eerste jaar ondervinding.....	Volgende loon**
Tweede jaar ondervinding	251,00
Derde jaar ondervinding	272,50
Vierde jaar:	
Eerste ses maande ondervinding.....	297,50
Daarna, die loon voorgeskryf by (a), d.w.s.	339,50
Fabrieksklerk:	
(a) Gekwalifiseer.....	255,50
(b) Leerling:	
Eerste jaar ondervinding.....	Volgende loon**
Tweede jaar ondervinding	203,00
Derde jaar ondervinding	217,00
Vierde jaar:	
Eerste ses maande ondervinding.....	233,50
Daarna, die loon voorgeskryf by (a), d.w.s.	255,50
Deel D—Algemeen	
Ketelbediener	241,50
Versendingsverpakker.....	250,00
Algemene werker	233,50
Arbeider.....	236,50
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 360 kg is	250,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg is .	260,00
(c) meer as 2 720 kg is	296,50
Toesighouer, gehaltebeheerder en instrukteur	316,50
Handelsreisiger se drywer	260,00
Wag of opsigter, wie se gewone werkure—	
(a) minder as 60 uur per week is.....	269,50
(b) 60 uur per week is	283,00

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

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

(2) In subklousule (9), vervang die uitdrukking "R. 3103 van 13 November 1992" oral waar dit voorkom deur die uitdrukking "R. 885 van 6 Mei 1994".

(3) In subklousule (10), vervang die uitdrukking "1993" oral waar dit voorkom deur die uitdrukking "1994".

4. KLOUSULE 5: BETALING VAN LONE

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

	"Loon per week"
	R
Toesighouers en gehaltebeheerders	371,50
Werknemers graad A:	
Masjienwerkers en nasieners.....	310,50
Fabrieksklerke	288,50"

5. CLAUSE 10: OVERTIME

In subclause (2) (b) (iii), substitute the expression "R3,00" for the expression "R2,00".

6. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

In subclause (4), substitute the expression "New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill" for the expression "Good Friday, Family Day, Workers' Day, Republic Day, Ascension Day, 16 June, Day of the Vow, Christmas Day, Day of Goodwill, New Year's Day, 21 March and Kruger Day".

7. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) In subclause (1) (a) (iii), substitute the expression "Day of Reconciliation" for the expression "Day of the Vow".

(2) In subclause (1) (b) (ii), substitute the expression "Day of Reconciliation" for the expression "Day of the Vow".

(3) In subclause (2) (a), substitute the expression "Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day and Day of Reconciliation" for the expression "Day of the Vow, Good Friday, Family Day, Workers' Day, Republic Day, Ascension Day, 16 June, 21 March and Kruger Day".

(4) In subclause (2) (c), substitute the expression "New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day or Day of Goodwill" for the expression "Good Friday, Family Day, Workers' Day, Republic Day, Ascension Day, Founders' Day, Kruger Day, Day of the Vow, Christmas Day, Day of Goodwill or New Year's Day".

(5) In subclause (7), insert the following new paragraph (d):

"(d) employees, by agreement, to allow for two consecutive weeks' leave, inclusive of public holidays, to be taken in the period December to January each year, with the balance to be taken before the end of June of the following year: Provided that the terms of any such agreement reached by an employer with his employees shall be referred to the Council for record purposes."

8. CLAUSE 18: TERMINATION OF EMPLOYMENT

(1) In subclause (8) (a), substitute the expression "four weeks" for the expression "three weeks" where it appears.

(2) In subclause (8) (b), substitute the expression "six weeks" for the expression "five weeks" where it appears.

9. CLAUSE 22: EXPENSES OF THE COUNCIL

Substitute the following for subclause (2):

"(2) (a) Every employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure G to this Agreement.

(b) Should any amount due in terms of this clause not be received by the Council by the 14th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, No. 55 of 1975, as

5. KLOUSULE 10: OORTYDWERK

In subklousule (2) (b) (iii), vervang die uitdrukking "R2,00" deur die uitdrukking "R3,00".

6. KLOUSULE 11: BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

In subklousule (4), vervang die uitdrukking "Goeie Vrydag, Gesinsdag, Werkersdag, Republiekdag, Hemelvaartsdag, 16 Junie, Geloftedag, Kersdag, Welwillendheidsdag, Nuwejaarsdag, 21 Maart en Krugerdag" deur die uitdrukking "Nuwejaarsdag, Menseregtedag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag en Welwillendheidsdag".

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

(1) In subklousule (1) (a) (iii), vervang die uitdrukking "Geloftedag" deur die uitdrukking "Versoeningsdag".

(2) In subklousule (1) (b) (ii), vervang die uitdrukking "Geloftedag" deur die uitdrukking "Versoeningsdag".

(3) In subklousule (2) (a), vervang die uitdrukking "Geloftedag, Goeie Vrydag, Gesinsdag, Werkersdag, Republiekdag, Hemelvaartsdag, 16 Junie, 21 Maart en Krugerdag" deur die uitdrukking "Menseregtedag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag en Versoeningsdag".

(4) In subklousule (2) (c), vervang die uitdrukking "Goeie Vrydag, Gesinsdag, Werkersdag, Republiekdag, Hemelvaartsdag, Stigtingsdag, Krugerdag, Geloftedag, Kersdag, Welwillendheidsdag of Nuwejaarsdag" deur die uitdrukking "Nuwejaarsdag, Menseregtedag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag of Welwillendheidsdag".

(5) In subklousule (7), voeg die volgende nuwe paragraaf (d) in:

"(d) werknemers, en wel by ooreenkoms, sodat toegelaat word dat twee aaneenlopende weke verlof, openbare vakansiedae inbegrepe, in die tydperk Desember tot Januarie elke jaar geneem word en dat die res voor die einde van Junie die volgende jaar geneem word: Met dien verstande dat die bepalings van so 'n ooreenkoms gesluit tussen 'n werkgever en sy werknemers vir rekorddoeleindes na die Raad verwys moet word."

8. KLOUSULE 18: DIENSBEËINDIGING

(1) In subklousule (8) (a), vervang die uitdrukking "drie weke" oral waar dit voorkom deur die uitdrukking "vier weke".

(2) In subklousule (8) (b), vervang die uitdrukking "vyf weke" oral waar dit voorkom deur die uitdrukking "ses weke".

9. KLOUSULE 22: UITGAWES VAN DIE RAAD

Vervang subklousule (2) deur die volgende:

"(2) (a) Elke werkgever moet 'n opgawe van die getal werknemers wat hy elke week van elke kalendermaand in diens het aan die Raad stuur op die vorm wat deur die Raad verskaf word in die vorm van Aanhangsel G van hierdie Ooreenkoms.

(b) Indien die Raad 'n bedrag ingevolge hierdie klousule verskuldig, teen die 14de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, is die werkgever onverwyld aanspreeklik vir en word die betaling van hom vereis van rente op sodanige bedrag of op die mindere bedrag wat nog nie betaal is nie, en wel teen die rentekoers voorgeskryf by die Wet

amended, calculated from such 14th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(c) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount."

10. CLAUSE 30: MATERNITY LEAVE

In subclause (1) (a) and (b), substitute the expression "one year" for the expression "two years" where it appears.

11. ANNEXURE G

Substitute Annexure G attached for Annexure G of the Agreement.

Signed at Salt River, on behalf of the parties, this 26th day of October 1994.

B. D. P. COOKE,
Chairperson of the Council.

W. F. ALEXANDER,
Vice-Chairperson of the Council.

D. J. ACKERMANN,
Secretary of the Council.

op die Voorgeskrewe Rentekoers, No. 55 van 1975, soos gewysig, bereken vanaf sodanige 14de dag tot die dag waarop die Raad die betaling werklik ontvang: Met dien verstande dat die Raad daarop geregtig is om geheel na eie goeddunke die betaling van sodanige rente of gedeelte daarvan in enige individuele geval kwyt te skeld.

(c) Ingeval die Raad koste aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die betaaldatum enige betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en is die Raad daarop geregtig om geheel na eie goeddunke enige betaling deur die werkgewer aan te wend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente, en daarna ter vermindering van die agterstallige kapitale bedrag."

10. KLOUSULE 30: KRAAMVERLOF

In subklousule (1) (a) en (b), vervang die uitdrukking "twee jaar" oral waar dit voorkom deur die uitdrukking "een jaar".

11. AANHANGSEL G

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

Namens die partye op hede die 26ste dag van Oktober 1994 te Soutrivier onderteken.

B. D. P. COOKE,
Voorsitter van die Raad.

W. F. ALEXANDER,
Ondervoorsitter van die Raad.

D. J. ACKERMANN,
Sekretaris van die Raad.

ANNEXURE G**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)**

RETURN FOR THE MONTH.....19.....

To: The Secretary
P.O. Box 142
SALT RIVER
7924
Telephone: 47-2000

Name of firm.....

Address

.....

.....

.....

Office use only		Week ending dates during the month							Employee contributions	Employer contributions	Total across
Housing loan repayments		As per schedule on reverse side of this return							NIL	=	
Enter number of employees in each of the blocks below							TOTAL	RATE			
Industrial Council levies							X	C	+	=	
Sick Fund contributions: Wages up to R	EMPLOYEE without dependants (i)						X	R		NIL =	
	With dependants (ii)						X	R		NIL =	
	EMPLOYER Total (i) + (ii)						X	R	NIL	=	
Sick Fund contributions: Wages R or over	EMPLOYEE without dependants (i)						X	R		NIL =	
	With dependants (ii)						X	R		NIL =	
	EMPLOYER Total (i) + (ii)						X	R	NIL	=	
Provident Fund contributions (as per attached schedule)							% of each contributor's basic wage rate with a maximum of R per week or R per month		+	=	
CITB Training Fund contributions							X	R	NIL		
(% VAT TO BE ADDED TO TOTAL OF CITB CONTRIBUTIONS ONLY)							+	%	VAT	+	=
SACTWU subscriptions R		Enter number of employees in each of the blocks below					% of each trade union member's basic wage rate with a minimum of R and a maximum of R			NIL =	
		Enter Rand value in each of the blocks below									
SACTWU Bursary Fund							X	C		NIL =	

MATERNITY LEAVE (only if employed for more than one year with firm)

Sick Fund contributions: Wages up to R						X	R	NIL	=
Sick Fund contributions: Wages R or over						X	R	NIL	=
Provident Fund contributions (as per attached schedule)						% of each contributor's basic wage rate with a maximum of R per week or R per month		NIL	=

WE ENCLOSE OUR CHEQUE FOR TOTAL OF EMPLOYER AND EMPLOYEE CONTRIBUTIONS:

THIS FORM MUST BE RETURNED TO THE COUNCIL BY NOT LATER THAN THE 14TH DAY OF THE ENSUING MONTH

[illegible]

AANHANSEL G**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)**

OPGAWE VIR DIE MAAND.....19.....

Aan: Die Sekretaris

Posbus 142

SOUTRIVIER

7924

Telefoon: 47-2000

Naam van firma

Adres

Slegs vir kantoorgebruik		Weekeinddatums gedurende die maand						Werknemer- bydraes	Werkgewer- bydraes	Totaal oordwars
Huislening- terugbetalings		Soos per skedule op die keersy van hierdie opgaawe						NUL	=	
Vul in getal werknemers in elk van die blokkies hieronder						TOTAAL	BYDRAE			
Nywereidsraad- heffings						X	C	+	=	
Sieke- fonds- bydraes: Lone tot en met R	WERKNEMER Sonder afhank- likes (i)					X	R		NUL	=
	Met afhanklikes (ii)					X	R		NUL	=
	WERKGEWER Totaal (i) + (ii)					X	R	NUL	=	
Sieke- fonds- bydraes: Lone of meer R	WERKNEMER Sonder afhank- likes (i)					X	R		NUL	=
	Met afhanklikes (ii)					X	R		NUL	=
	WERKGEWER Totaal (i) + (ii)					X	R	NUL	=	
Voorsorgfondsbydraes (Soos per aangehegte skedule)						% van elke bydraer se basiese loon met 'n maksimum van R per week of R per maand		+	=	
ORKN-opleidingsfonds- bydraes						X	R	NUL	+	=
(% BTW MOET SLEGS BY TOTAAL VAN ORKN-BYDRAES GEVOEG WORD)						+	%	BTW		
SACTWU-ledegeld R		Vul in getal werknemers in elk van die blokkies hieronder				% van elke vakveren- inglid se basiese loon met 'n minimum van R en 'n maksimum van R			NUL	=
		Vul in randwaarde in elk van die blokkies hieronder								
SACTWU-studiebeursfonds						X	C		NUL	=

KRAAMVERLOF (Slegs indien meer as een jaar by firma in diens)

Siekefondsbydraes: Lone tot en met R						X	R	NUL	=
Siekefondsbydraes: Lone R of meer						X	R	NUL	=
Voorsorgfondsbydraes (soos per aangehegte skedule)						% van elke bydraer se basiese loon met 'n maksimum van R per week of R per maand		NUL	=

ONS SLUIT ONS TJEK IN VIR DIE TOTALE BEDRAG VAN WERKGEWER- EN WERKNEMERBYDRAES:

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

AFTREKORDER TERUGBETALINGS VAN HUISLENINGS

[illegible]

No. R. 672**12 May 1995****LABOUR RELATIONS ACT, 1956****CLOTHING INDUSTRY, CAPE: AMENDMENT
OF MAIN AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby —

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

T. T. MBOWENI,

Minister of Labour.

NOTE**INDUSTRIAL COUNCIL FOR THE CLOTHING
INDUSTRY, CAPE**

The attention of employers who are not members of any of the employers' organisations which are parties to the Agreement hereunder is drawn to —

(a) section 51 (3) of the Labour Relations Act, 1956, in terms of which application may be made to the above-mentioned Industrial Council for exemption from all or any of the provisions of the agreement entered into by the parties to the Council and which is binding in terms of the said Act; and

(b) section 51 (6) of the said Act which provides that any person who feels aggrieved by any decision of the Council, may at any time appeal to the Minister of Labour against such decision.

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

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

No. R. 672**12 Mei 1995****WET OP ARBEIDSVERHOUDINGE, 1956****KLERASIENYWERHEID, KAAP: WYSIGING VAN
HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby —

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,

Minister van Arbeid.

OPMERKING**NYWERHEIDSRAAD VIR DIE KLERASIE-
NYWERHEID, KAAP**

Werkgewers wat nie lede is van die werkgewersorganisasies wat partye by die Ooreenkoms hieronder is nie, se aandag word gevestig op —

(a) artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, ingevolge waarvan aansoek by genoemde Nywerheidsraad gedoen kan word om vrystelling van almal of enige van die bepalings van die ooreenkoms wat deur die partye by die Raad aangegaan is en wat ingevolge die genoemde Wet bindend is; en

(b) artikel 51 (6) van genoemde Wet wat bepaal dat enige persoon wat veronreg voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Arbeid teen sodanige beslissing kan appelleer.

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAEP)****OOREENKOMS**

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

Cape Clothing Manufacturers' Association,

the

Cape Knitting Industry Association

and the

**Garment Manufacturers' Association of the
Western Cape**

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

South African Clothing and Textile Workers' Union

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

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

to amend the Main Agreement published under Government Notice No. R. 1373 of 1 July 1983, as amended, re-enacted, extended and renewed by Government Notices Nos. R. 2658 of 2 December 1983, R. 1260 of 22 June 1984, R. 1553 of 27 July 1984, R. 2433 of 9 November 1984, R. 2668 of 7 December 1984, R. 1742 of 9 August 1985, R. 2692 of 6 December 1985, R. 305 of 21 February 1986, R. 2333 of 14 November 1986, R. 251 of 6 February 1987, R. 2810 of 18 December 1987, R. 2066 of 14 October 1988, R. 2455 of 2 December 1988, R. 2326 of 27 October 1989, R. 2529 of 17 November 1989, R. 2755 of 15 December 1989, R. 2085 of 31 August 1990, R. 2865 of 7 December 1990, R. 1233 of 30 May 1991, R. 478 of 14 February 1992, R. 2509 of 4 September 1992, R. 3106 of 13 November 1992, R. 3430 of 24 December 1992, R. 1086 of 25 June 1993, R. 779 of 22 April 1994 and R. 1156 of 1 July 1994.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Goodwood and Bellville, including those portions of the Magisterial Districts of Simon's Town, Goodwood, and Bellville that were used to create the Magisterial District of Mitchells Plain on 2 March 1992, Somerset West and Strand by employers and employees who are engaged in or employed in the operations referred to in paragraphs (a) and/or (b) of the definition of "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983;

(ii) Wynberg, including that portion of the Magisterial District of Wynberg that was used to create the Magisterial District of Mitchells Plain on 2 March 1992, by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) and/or (c) of the definition of "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983; and

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

Cape Clothing Manufacturers' Association,

die

Cape Knitting Industry Association

en die

**Garment Manufacturers' Association of the
Western Cape**

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

South African Clothing and Textile Workers' Union

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

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

tot wysiging van die Hoofooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983, soos gewysig, herbekragtig, verleng en hernieu by Goewermentskennisgewings Nos. R. 2658 van 2 Desember 1983, R. 1260 van 22 Junie 1984, R. 1553 van 27 Julie 1984, R. 2433 van 9 November 1984, R. 2668 van 7 Desember 1984, R. 1742 van 9 Augustus 1985, R. 2692 van 6 Desember 1985, R. 305 van 21 Februarie 1986, R. 2333 van 14 November 1986, R. 251 van 6 Februarie 1987, R. 2810 van 18 Desember 1987, R. 2066 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2326 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2755 van 15 Desember 1989, R. 2085 van 31 Augustus 1990, R. 2865 van 7 Desember 1990, R. 1233 van 30 Mei 1991, R. 478 van 14 Februarie 1992, R. 2509 van 4 September 1992, R. 3106 van 13 November 1992, R. 3430 van 24 Desember 1992, R. 1086 van 25 Junie 1993, R. 779 van 22 April 1994 en R. 1156 van 1 Julie 1994.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrikte—

(i) Die Kaap, Simonstad, Goodwood en Bellville, insluitende die gedeeltes van die landdrosdistrikte Simonstad, Goodwood en Bellville waaruit die landdrosdistrik Mitchells Plain op 2 Maart 1992 saamgestel was, Somerset-Wes en Strand deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragrawe (a) en/of (b) van die omskrywing van "Klerasiennywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983;

(ii) Wynberg, insluitende die gedeelte van die landdrosdistrik Wynberg waaruit die landdrosdistrik Mitchells Plain op 2 Maart 1992 saamgestel was, deur werkgewers en werknemers wat betrokke is by of in diens is vir die werksaamhede bedoel in paragrawe (a) en/of (b) en/of (c) van die omskrywing van "Klerasiennywerheid" in klousules 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983; en

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

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

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

(b) not apply to employees and working directors whose wages are more than R25 922,00 per annum;

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

2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

Substitute the expression "30 June 1995" for the expression "30 June 1994".

3. CLAUSE 4: WAGES

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

	"Wage per week"
Part A—Cutting Department	
Head cutter	R 498,50
Pattern maker:	
(a) Qualified	498,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	278,50
Second six months of experience	308,00
Third year:	
First six months of experience	337,50
Second six months of experience	368,00
Fourth year:	
First six months of experience	401,00
Second six months of experience	433,50
Thereafter, the wage specified in (a), i.e.	498,50
Pattern grader:	
(a) Qualified	402,00
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	262,00
Second six months of experience	278,50
Third year:	
First six months of experience	296,50
Second six months of experience	316,50
Fourth year:	
First six months of experience	337,50
Second six months of experience	359,00
Thereafter, the wage specified in (a), i.e.	402,00
Cutter, lay-maker:	
(a) Qualified	387,50
(b) Learner:	
First year of experience	Next wage*
Second year:	
First six months of experience	235,00
Second six months of experience	260,00
Third year:	
First six months of experience	283,00
Second six months of experience	309,50
Fourth year:	
First six months of experience	339,50
Thereafter, the wage specified in (a), i.e.	387,50

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

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

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as R25 922, per jaar;

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

2. KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS

Vervang die uitdrukking "30 Junie 1994" deur die uitdrukking "30 Junie 1995".

3. KLOUSULE 4: LONE

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

	"Loon per week"
Deel A—Snyafdeling	
Hoofsnyer	R 498,50
Patroonmaker:	
(a) Gekwalifiseer	498,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	278,50
Tweede ses maande ondervinding	308,00
Derde jaar:	
Eerste ses maande ondervinding	337,50
Tweede ses maande ondervinding	368,00
Vierde jaar:	
Eerste ses maande ondervinding	401,00
Tweede ses maande ondervinding	433,50
Daarna, die loon voorgeskryf by (a), d.w.s.	498,50
Patroongradeerder:	
(a) Gekwalifiseer	402,00
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	262,00
Tweede ses maande ondervinding	278,50
Derde jaar:	
Eerste ses maande ondervinding	296,50
Tweede ses maande ondervinding	316,50
Vierde jaar:	
Eerste ses maande ondervinding	337,50
Tweede ses maande ondervinding	359,00
Daarna, die loon voorgeskryf by (a), d.w.s.	402,00
Snyer, snylaagpatroonoplêer:	
(a) Gekwalifiseer	387,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding	235,00
Tweede ses maande ondervinding	260,00
Derde jaar:	
Eerste ses maande ondervinding	283,00
Tweede ses maande ondervinding	309,50
Vierde jaar:	
Eerste ses maande ondervinding	339,50
Daarna, die loon voorgeskryf by (a), d.w.s.	387,50

	"Wage per week"		"Loon per week"
	R		R
Interlining cutter, trimmer, leather cutter and tie cutter:		Tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer:	
(a) Qualified	279,50	(a) Gekwalifiseer	279,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	210,50	Eerste ses maande ondervinding	210,50
Second six months of experience	222,50	Tweede ses maande ondervinding	222,50
Third year:		Derde jaar:	
First six months of experience	234,50	Eerste ses maande ondervinding	234,50
Second six months of experience	246,50	Tweede ses maande ondervinding	246,50
Fourth year:		Vierde jaar:	
First six months of experience	259,00	Eerste ses maande ondervinding	259,00
Thereafter, the wage specified in (a), i.e.	279,50	Daarna, die loon voorgeskryf by (a), d.w.s.	279,50
(c) If advanced to learner cutter:		(c) Indien bevorder tot leerlingsnyer:	
First six months from date of advancement	303,00	Eerste ses maande vanaf datum van bevordering	303,00
Second six months from date of advancement	339,50	Tweede ses maande vanaf datum van bevordering	339,50
Thereafter, the wage specified for a qualified cutter, i.e.	387,50	Daarna, die loon voorgeskryf vir 'n gekwalifiseerde snyer, d.w.s.	387,50
Layer-up:		Laagopleër:	
(a) Qualified	240,50	(a) Gekwalifiseer	240,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	203,50	Eerste ses maande ondervinding	203,50
Second six months of experience	210,50	Tweede ses maande ondervinding	210,50
Third year:		Derde jaar:	
First six months of experience	219,00	Eerste ses maande ondervinding	219,00
Thereafter, the wage specified in (a), i.e.	240,50	Daarna, die loon voorgeskryf by (a), d.w.s.	240,50
(c) If advanced to learner cutter:		(c) Indien bevorder tot leerlingsnyer:	
First six months from date of advancement	240,50	Eerste ses maande vanaf datum van bevordering	240,50
Second six months from date of advancement	283,00	Tweede ses maande vanaf datum van bevordering	283,00
Third six months from date of advancement	309,50	Derde ses maande vanaf datum van bevordering	309,50
Fourth six months from date of advancement	339,50	Vierde ses maande vanaf datum van bevordering	339,50
Thereafter, the wage specified for a qualified cutter, i.e.	387,50	Daarna, die loon voorgeskryf vir 'n gekwalifiseerde snyer, d.w.s.	387,50
(d) If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:		(d) Indien bevorder tot leerlingtussenvoeringsnyer, -voeringwerker, -leersnyer of -dassnyer:	
First six months from date of advancement	240,50	Eerste ses maande vanaf datum van bevordering	240,50
Second six months from date of advancement	259,00	Tweede ses maande vanaf datum van bevordering	259,00
Thereafter, the wage specified for a qualified interlining cutter, trimmer, leather cutter or tie cutter, i.e.	279,50	Daarna, die loon voorgeskryf vir 'n gekwalifiseerde tussenvoeringsnyer, voeringwerker, leersnyer of dassnyer, d.w.s.	279,50
(e) If advanced to fitter-up:		(e) Indien bevorder tot saampasser:	
First six months from date of advancement	240,50	Eerste ses maande vanaf datum van bevordering	240,50
Second six months from date of advancement	249,50	Tweede ses maande vanaf datum van bevordering	249,50
Third six months from date of advancement	262,50	Derde ses maande vanaf datum van bevordering	262,50
Fourth six months from date of advancement	279,50	Vierde ses maande vanaf datum van bevordering	279,50
Thereafter, the wage specified for fitter-up, i.e.	308,00	Daarna, die loon voorgeskryf vir 'n saampasser, d.w.s.	308,00

	"Wage per week"		"Loon per week"
	R		R
Clicker:		Perssnyer:	
(a) Qualified	288,50	(a) Gekwalifiseer	288,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage **	Eerste jaar ondervinding	Volgende loon **
Second year of experience	216,50	Tweede jaar ondervinding	216,50
Third year of experience	246,50	Derde jaar ondervinding	246,50
Tracer:		Natrekker:	
(a) Qualified	270,50	(a) Gekwalifiseer	270,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	216,50	Eerste ses maande ondervinding	216,50
Second six months of experience	232,00	Tweede ses maande ondervinding	232,00
Third year:		Derde jaar:	
First six months of experience	245,50	Eerste ses maande ondervinding	245,50
Thereafter, the wage specified in (a), i.e.	270,50	Daarna, die loon voorgeskryf by (a), d.w.s.	270,50
PART B — Factory operatives		Deel B — Fabriekswerkers	
Clothing machine mechanic:		Klerasiemasjienwerktuigkundige:	
(a) Qualified	498,50	(a) Gekwalifiseer	498,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	278,50	Eerste ses maande ondervinding	278,50
Second six months of experience	308,00	Tweede ses maande ondervinding	308,00
Third year:		Derde jaar:	
First six months of experience	337,50	Eerste ses maande ondervinding	337,50
Second six months of experience	368,00	Tweede ses maande ondervinding	368,00
Fourth year:		Vierde jaar:	
First six months of experience	401,00	Eerste ses maande ondervinding	401,00
Second six months of experience	433,50	Tweede ses maande ondervinding	433,50
Thereafter, the wage specified in (a), i.e.	498,50	Daarna, die loon voorgeskryf by (a), d.w.s.	498,50
Clothing technician:		Klerasietegnikus:	
(a) Qualified	498,50	(a) Gekwalifiseer	498,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	278,50	Eerste ses maande ondervinding	278,50
Second six months of experience	308,00	Tweede ses maande ondervinding	308,00
Third year:		Derde jaar:	
First six months of experience	337,50	Eerste ses maande ondervinding	337,50
Second six months of experience	368,00	Tweede ses maande ondervinding	368,00
Fourth year:		Vierde jaar:	
First six months of experience	401,00	Eerste ses maande ondervinding	401,00
Second six months of experience	433,50	Tweede ses maande ondervinding	433,50
Thereafter, the wage specified in (a), i.e.	498,50	Daarna, die loon voorgeskryf by (a), d.w.s.	498,50
Grade A employee:		Werknemer graad A:	
(a) Qualified	308,00	(a) Gekwalifiseer	308,00
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	217,50	Eerste ses maande ondervinding	217,50
Second six months of experience	234,00	Tweede ses maande ondervinding	234,00
Third year:		Derde jaar:	
First six months of experience	249,50	Eerste ses maande ondervinding	249,50
Second six months of experience	262,50	Tweede ses maande ondervinding	262,50
Fourth year:		Vierde jaar:	
First six months of experience	279,50	Eerste ses maande ondervinding	279,50
Thereafter, the wage specified in (a), i.e.	308,00	Daarna, die loon voorgeskryf by (a) d.w.s.	308,00

	"Wage per week"		"Loon per week"
	R		R
Grade B employee:		Werknemer graad B:	
(a) Qualified	263,00	(a) Gekwalifiseer	263,00
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	213,50	Eerste ses maande ondervinding	213,50
Second six months of experience	225,00	Tweede ses maande ondervinding	225,00
Third year:		Derde jaar:	
First six months of experience	236,50	Eerste ses maande ondervinding	236,50
Thereafter, the wage specified in (a), i.e.	263,00	Daarna, die loon voorgeskryf by (a), d.w.s.	263,00
(c) If advanced to Grade A employee:		(c) Indien bevorder tot werknemer graad A:	
First six months from date of advancement	263,00	Eerste ses maande vanaf datum van bevordering	263,00
Second six months from date of advancement	271,50	Tweede ses maande vanaf datum van bevordering	271,50
Third six months from date of advancement	279,50	Derde ses maande vanaf datum van bevordering	279,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	308,00	Daarna, die loon voorgeskryf vir 'n gekwalifiseerde werknemer graad A, d.w.s.	308,00
Grade C employee:		Werknemer graad C:	
(a) Qualified	234,00	(a) Gekwalifiseer	234,00
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	209,00	Eerste ses maande ondervinding	209,00
Second six months of experience	216,00	Tweede ses maande ondervinding	216,00
Thereafter, the wage specified in (a), i.e.	234,00	Daarna, die loon voorgeskryf by (a), d.w.s.	234,00
(c) If advanced to Grade B employee:		(c) Indien bevorder tot werknemer graad B:	
First six months from date of advancement	234,00	Eerste ses maande vanaf datum van bevordering	234,00
Second six months from date of advancement	236,50	Tweede ses maande vanaf datum van bevordering	236,50
Thereafter, the wage specified for a qualified Grade B employee, i.e.	263,00	Daarna, die loon voorgeskryf vir 'n gekwalifiseerde werknemer graad B, d.w.s.	263,00
Underpresser, blocker:		Voorparser, blokker:	
(a) Qualified	236,50	(a) Gekwalifiseer	236,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage*	Eerste jaar ondervinding	Volgende loon*
Second year:		Tweede jaar:	
First six months of experience	203,50	Eerste ses maande ondervinding	203,50
Second six months of experience	210,50	Tweede ses maande ondervinding	210,50
Third year:		Derde jaar:	
First six months of experience	219,00	Eerste ses maande ondervinding	219,00
Thereafter, the wage specified in (a), i.e.	236,50	Daarna, die loon voorgeskryf by (a), d.w.s.	236,50
(c) If advanced to learner presser:		(c) Indien bevorder tot leerlingparser:	
First six months from date of advancement	236,50	Eerste ses maande vanaf datum van bevordering	236,50
Second six months from date of advancement	279,50	Tweede ses maande vanaf datum van bevordering	279,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	308,00	Daarna, die loon voorgeskryf vir 'n gekwalifiseerde werknemer graad A, d.w.s.	308,00
Part C—Clerical employees		Deel C—Klerke	
Clerk:		Klerk:	
(a) Qualified	339,50	(a) Gekwalifiseer	339,50
(b) Learner:		(b) Leerling:	
First year of experience	Next wage**	Eerste jaar ondervinding	Volgende loon**
Second year of experience	251,00	Tweede jaar ondervinding	251,00
Third year of experience	272,50	Derde jaar ondervinding	272,50
Fourth year:		Vierde jaar:	
First six months of experience	297,50	Eerste ses maande ondervinding	297,50
Thereafter, the wage specified in (a), i.e.	339,50	Daarna, die loon voorgeskryf by (a), d.w.s.	339,50

	"Wage per week"
	R
Factory Clerk:	
(a) Qualified	255,50
(b) Learner:	
First year of experience	Next wage**
Second year of experience	203,00
Third year of experience	217,00
Fourth year:	
First six months of experience	233,50
Thereafter, the wage specified in (a) i.e.	255,50
Part D—General	
Boiler attendant	241,50
Despatch packer	250,00
General worker	233,50
Labourer	236,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg	250,00
(b) exceeds 1 360 but not 2 720 kg	260,00
(c) exceeds 2 720 kg	396,50
Supervisor, quality controller and instructor	316,50
Traveller's driver	260,00
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week	269,50
(b) 60 hours per week	283,00

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

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

(2) In subclause (10), substitute the expression "R. 779 of 22 April 1994" for the expression "R. 3106 of 13 November 1992" where it appears.

(3) In subclause (11), substitute the expression "1994" for the expression "1993" where it appears.

4. CLAUSE 5: PAYMENT OF WAGES

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

	"Wage per week"
	R
Supervisors and quality controllers	371,50
Grade A employees:	
Machinists and passers	310,50
Factory clerks	288,50
Underpressers	262,50".

5. CLAUSE 10: OVERTIME

In subclause (2)(b)(iii), substitute the expression "R3,00" for the expression "R2,00".

	"Loon per week"
	R
Fabrieksklerk:	
(a) Gekwalifiseer	255,50
(b) Leerling:	
Eerste jaar ondervinding	Volgende loon**
Tweede jaar ondervinding	203,00
Derde jaar ondervinding	217,00
Vierde jaar:	
Eerste ses maande ondervinding	233,50
Daarna, die loon voorgeskryf by (a) d.w.s.	255,50
Deel D—Algemeen	
Ketelbediener	241,50
Versendingsverpakker	250,00
Algemene werker	233,50
Arbeider	236,50
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 360 kg is	250,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg	260,00
(c) meer as 2 720 kg is	396,50
Toesighouer, gehaltebeheerder en instrukteur	316,50
Handelsreisiger se drywer	260,00
Wag, of opsigter, wie se gewone werkure—	
(a) minder as 60 uur per week is	269,50
(b) 60 uur per week is	283,00

"Volgende loon" beteken die loon betaalbaar vir die tweede jaar, eerste ses maande, ondervinding ingevolge klousule 4 (4) (d).

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

(2) In subklousule (10), vervang die uitdrukking "R. 3106 van 13 November 1992" oral waar dit voorkom deur die uitdrukking "R. 779 van 22 April 1994".

(3) In subklousule (11), vervang die uitdrukking "1993" oral waar dit voorkom deur die uitdrukking "1994".

4. KLOUSULE 5: BETALING VAN LONE

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

	"Loon per week"
	R
Toesighouers en gehaltebeheerders	371,50
Werknemers Graad A:	
Masjienwerkers en nasieners	310,50
Fabrieksklerke	288,50
Voorparsers	262,50".

5. KLOUSULE 10: OORTYDWERK

In subklousule (2)(b)(iii), vervang die uitdrukking "R2,00" deur die uitdrukking "R3,00".

6. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

In subclause (4), substitute the expression "New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill" for the expression "Good Friday, Family Day, Republic Day, Ascension Day, 16 June, Day of the Vow, Christmas Day, Day of Goodwill, New Year's Day, 21 March and Kruger Day".

7. CLAUSE 15: ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) In subclause (1)(a)(iii), substitute the expression "Day of Reconciliation" for the expression "Day of the Vow".

(2) In subclause (1)(b)(ii), substitute the expression "Day of Reconciliation" for the expression "Day of the Vow".

(3) In subclause (2)(a), substitute the expression "Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day and Day of Reconciliation" for the expression "Day of the Vow, Good Friday, Family Day, Republic Day, Ascension Day, 16 June, 21 March and Kruger Day".

(4) In subclause (2)(c), substitute the expression "New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day or Day of Goodwill" for the expression "Good Friday, Family Day, Republic Day, Ascension Day, 16 June, 21 March, Kruger Day, Day of the Vow, Christmas Day, Day of Goodwill or New Year's Day".

(5) In subclause (7), insert the following new paragraph (c):

"(c) employees, by agreement, to allow for two consecutive weeks' leave, inclusive of public holidays, to be taken in the period December to January each year, with the balance to be taken before the end of June of the following year: Provided that the terms of any such agreement reached by an employer with his employees shall be referred to the Council for record purposes."

8. CLAUSE 18: TERMINATION OF EMPLOYMENT

(1) In subclause (8)(a), substitute the expression "four weeks" for the expression "three weeks" where it appears.

(2) In subclause (8)(b) substitute the expression "six weeks" for the expression "five weeks" where it appears.

9. CLAUSE 22: EXPENSES OF THE COUNCIL

Substitute the following for subclause (2):

"(2) (a) Every employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure G to this Agreement.

(b) Should any amount due in terms of this clause not be received by the Council by the 14th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, No. 55 of 1975, as amended, calculated from such 14th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

6. KLOUSULE 11: BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

In subklousule (4), vervang die uitdrukking "Goeie Vrydag, Gesinsdag, Republiekdag, Hemelvaartsdag, 16 Junie, Geloftedag, Kersdag, Welwillendheidsdag, Nuwejaarsdag, 21 Maart en Krugerdag" deur die uitdrukking "Nuwejaarsdag, Menseregte, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag en Welwillendheidsdag".

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

(1) In subklousule (1)(a)(iii), vervang die uitdrukking "Geloftedag" deur die uitdrukking "Versoeningsdag".

(2) In subklousule (1)(b)(ii), vervang die uitdrukking "Geloftedag" deur die uitdrukking "Versoeningsdag".

(3) In subklousule (2)(a), vervang die uitdrukking "Geloftedag, Goeie Vrydag, Gesinsdag, Republiekdag, Hemelvaartsdag, 16 Junie, 21 Maart en Krugerdag" deur die uitdrukking "Menseregte, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag en Versoeningsdag".

(4) In subklousule (2)(c), vervang die uitdrukking "Goeie Vrydag, Gesinsdag, Republiekdag, Hemelvaartsdag, 16 Junie, 21 Maart, Krugerdag, Geloftedag, Kersdag, Welwillendheidsdag of Nuwejaarsdag" deur die uitdrukking "Nuwejaarsdag, Menseregte, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag of Welwillendheidsdag".

(5) In subklousule (7), voeg die volgende nuwe paragraaf (c) in:

"(c) werknemers, en wel by ooreenkoms, sodat toegeleat word dat twee aaneenlopende weke verlof, openbare vakansiedae inbegrepe, in die tydperk Desember tot Januarie elke jaar geneem word en dat die res voor die einde van Junie die volgende jaar geneem word: Met dien verstande dat die bepaling van so 'n ooreenkoms gesluit tussen 'n werkgever en sy werknemers vir rekorddoeleindes na die Raad verwys moet word."

8. KLOUSULE 18: DIENSBEËINDIGING

(1) In subklousule (8)(a), vervang die uitdrukking "drie weke" oral waar dit voorkom deur die uitdrukking "vier weke".

(2) In subklousule (8)(b) vervang die uitdrukking "vyf weke" oral waar dit voorkom deur die uitdrukking "ses weke".

9. KLOUSULE 22: UITGAWES VAN DIE RAAD

Vervang subklousule (2) deur die volgende:

"(2) (a) Elke werkgever moet 'n opgawe van die getal werknemers wat hy elke week van elke kalendermaand in diens het aan die Raad stuur op die vorm wat deur die Raad verskaf word in die vorm van Aanhangsel G van hierdie Ooreenkoms.

(b) Indien die Raad 'n bedrag ingevolge hierdie klousule verskuldig, nie teen die 14de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, is die werkgever onverwyld aanspreeklik vir en word die betaling van hom vereis van rente op sodanige bedrag of op die mindere bedrag wat nog nie betaal is nie, en wel die rentekoers voorgeskryf by die Wet op Voorgeskrewe Rentekoers, No. 55 van 1975, soos gewysig, bereken vanaf sodanige 14de dag tot die dag waarop die Raad die betaling werklik ontvang: Met dien verstande dat die Raad daarop geregtig is om geheel na eie goeddunke die betaling van sodanige rente of gedeelte daarvan in enige individuele geval kwyt te skeld.

(c) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount."

10. CLAUSE 26: SICK FUND

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

"(2) The Fund shall be administered according to and in terms of the rules of the Fund as approved by a Management Committee (hereinafter referred to as 'the Committee') after such rules have been sanctioned by the Council. The Committee shall be appointed at a duly constituted meeting of the Council, in terms of clause 11 of the Council's Constitution, and shall consist of five employers' representatives and five employee representatives, with the Chairperson and Vice-Chairperson of the Council as *ex officio* members. A paid secretary, who shall also be the Secretary of the Fund, shall be appointed by the Committee."

- (2) Substitute the following for subclause (4) (a) and (b):

"(4) (a) The purpose of the Fund is to provide medical and related benefits for employees and their dependants and for such purpose every employer shall each week deduct from the wages of each of his employees for whom wages are prescribed in this Agreement and who has worked during any week irrespective of the time so worked (hereinafter referred to as a 'contributor') the following amount:

Group 1—In the case of a contributor earning a wage of less than R269,50 per week:

without dependants—R4,40.

with dependants—R8,10.

Group 2—In the case of a contributor earning a wage of R269,50 per week or more:

without dependants—R5,40.

with dependants—R10,10.

(b) An employer shall in respect of each contributor from whose wages deductions are made in terms of paragraph (a) above, contribute per week the amounts set out below:

Group 1—In the case of a contributor earning a wage of less than R269,50 per week: R4,40

Group 2—In the case of a contributor earning a wage of R269,50 per week or more: R5,40"

- (3) Substitute the following for subclause (4) (c):

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

(ii) Should any amount due in terms of this clause not be received by the Council by the 14th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, No. 55 of 1975, as amended, calculated from such 14th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(c) Ingeval die Raad koste aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die betaaldatum enige betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en is die Raad daarop geregtig om geheel na eie goeddunke enige betaling deur die werkgewer aan te wend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente, en daarna ter vermindering van die agterstallige kapitale bedrag."

10. KLOUSULE 26: SIEKEFONDS

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

"(2) Die Fonds moet geadministreer word ooreenkomstig en ingevolge die reëls van die Fonds soos goedgekeur Bestuurskomitee (hierna 'die Komitee' genoem) nadat die Raad sy goedkeuring aan sodanige reëls geheg het. Die Komitee word ingevolge klousule 11 van die Raad se Konstitusie op 'n behoorlik gekonstitueerde vergadering van die Raad aangestel en bestaan uit vyf werkgewersvertegenwoordigers en vyf werknemersvertegenwoordigers, met die Voorsitter en Ondervoorsitter van die Raad as *ex officio*-lede. 'n Besoldigde sekretaris, wat ook die Sekretaris van die Fonds moet wees, word deur die Komitee aangestel."

- (2) Vervang subklousule (4) (a) en (b) deur die volgende:

"(4) (a) Die doel van die Fonds is om mediese en verwante bystand aan werknemers en hul afhanklikes te verleen en vir sodanige doel moet elke werkgewer elke week van die loon van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, afgesien van die tyd aldus gewerk (hierna 'n bydraer' genoem), die volgende bedrag aftrek:

Groep 1—In die geval van 'n bydraer wat 'n loon van minder as R269,50 per week ontvang:

sonder afhanklikes—R4,40.

met afhanklikes—R8,10.

Groep 2—In die geval van 'n bydraer wat 'n loon van R269,50 of meer per week ontvang:

sonder afhanklikes—R5,40.

met afhanklikes—R10,10.

(b) 'n Werkgewer moet ten opsigte van elke bydraer van wie se loon 'n bedrag ingevolge paragraaf (a) afgetrek word, die bedrae hieronder uiteengesit, per week bydrae:

Groep 1—In die geval van 'n bydraer wat 'n loon van minder as R269,50 per week ontvang: R4,40

Groep 2—In die geval van 'n bydraer wat 'n loon van R269,50 of meer per week ontvang: R5,40"

- (3) Vervang subklousule (4) (c) deur die volgende:

"(c) (i) Die totale bedrag wat die werkgewer se bydraes en die bydraers se bydraes verteenwoordig moet maandeliks deur die werkgewer gestuur word aan die Sekretaris van die Raad in die vorm van Aanhangsel G van hierdie Ooreenkoms en wel voor of op die 14de dag van elke maand wat volg op die maand waarop sodanige bydraes betrekking het.

(ii) Indien die Raad 'n bedrag ingevolge hierdie klousule verskuldig, nie teen die 14de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, is die werkgewer onverwyld aanspreeklik vir en word die betaling van hom vereis van rente op sodanige bedrag of op die mindere bedrag wat nog nie betaal is nie, en wel teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rentekoers, No. 55 van 1975, soos gewysig, bereken vanaf sodanige 14de dag tot die dag waarop die Raad die betaling werklik ontvang: Met dien verstande dat die Raad daarop geregtig is om geheel na eie goeddunke die betaling van sodanige rente of gedeelte daarvan in enige individuele geval kwyt te skeld.

(iii) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount."

(4) In subclause (5) (c) (i) (aa) and (bb), substitute the expression "one year" for the expression "Two years" where it appears.

11. CLAUSE 30: MATERNITY LEAVE

In subclause (1) (a) and (b), substitute the expression "one year" for the expression "two years" where it appears.

12. ANNEXURE G

Substitute Annexure G attached for Annexure G of the Agreement.

Signed at Salt River, on behalf of the parties, this 26th day of October 1994.

B. D. P. COOKE,
Chairperson of the Council.

W. F. ALEXANDER,
Vice-Chairperson of the Council.

D. J. ACKERMANN,
Secretary of the Council.

(iii) Ingeval die Raad koste aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die betaaldatum enige betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en is die Raad daarop geregtig om geheel na eie goeddunke enige betaling deur die werkgewer aan te wend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente, en daarna ter vermindering van die agterstalige kapitale bedrag."

(4) In subklousule (5) (c) (i) (aa) en (bb), vervang die uitdrukking "twee jaar" oral waar dit voorkom deur die uitdrukking "een jaar".

11. KLOUSULE 30: KRAAMVERLOF

In subklousule (1) (a) en (b), vervang die uitdrukking "twee jaar" oral waar dit voorkom deur die uitdrukking "een jaar".

12. AANHANGSEL G

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

Namens die partye op hede die 26ste dag van Oktober 1994 te Soutrivier onderteken.

B. D. P. COOKE,
Voorsitter van die Raad.

W. F. ALEXANDER,
Ondervoorsitter van die Raad.

D. J. ACKERMANN,
Sekretaris van die Raad.

ANNEXURE G**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)**

RETURN FOR THE MONTH.....19.....

To: The Secretary
P.O. Box 142
SALT RIVER
7924
Telephone: 47-2000

Name of firm.....

Address

.....

.....

Office use only		Week ending dates during the month							Employee contributions	Employer contributions	Total across
Housing loan repayments		As per schedule on reverse side of this return							NIL	=	
Enter number of employees in each of the blocks below							TOTAL	RATE			
Industrial Council levies							X	C	+	=	
Sick Fund contributions: Wages up to R	EMPLOYEE without dependants (i)						X	R		NIL =	
	With dependants (ii)						X	R		NIL =	
	EMPLOYER Total (i) + (ii)						X	R	NIL	=	
Sick Fund contributions: Wages R or over	EMPLOYEE without dependants (i)						X	R		NIL =	
	With dependants (ii)						X	R		NIL =	
	EMPLOYER Total (i) + (ii)						X	R	NIL	=	
Provident Fund contributions (as per attached schedule)							% of each contributor's basic wage rate with a maximum of R per week or R per month		+	=	
CITB Training Fund contributions							X	R	NIL	+ =	
		(% VAT TO BE ADDED TO TOTAL OF CITB CONTRIBUTIONS ONLY)					+	%	VAT	=	
SACTWU subscriptions		Enter number of employees in each of the blocks below					% of each trade union member's basic wage rate with a minimum of R and a maximum of R			NIL =	
		Enter Rand value in each of the blocks below									
SACTWU Bursary Fund							X	C		NIL =	

MATERNITY LEAVE (only if employed for more than one year with firm)

Sick Fund contributions: Wages up to R						X	R	NIL	=
Sick Fund contributions: Wages R or over						X	R	NIL	=
Provident Fund contributions (as per attached schedule)						% of each contributor's basic wage rate with a maximum of R per week or R per month		NIL	=

WE ENCLOSE OUR CHEQUE FOR TOTAL OF EMPLOYER AND EMPLOYEE CONTRIBUTIONS:

THIS FORM MUST BE RETURNED TO THE COUNCIL BY NOT LATER THAN THE 14TH DAY OF THE ENSUING MONTH

HOUSING LOAN STOP ORDER REPAYMENTS

[illegible]

AANHANSEL G**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)**

OPGAWE VIR DIE MAAND.....19.....

Aan: Die Sekretaris

Posbus 142

SOUTRIVIER

7924

Telefoon: 47-2000

Naam van firma

Adres

Slegs vir kantoorgebruik		Weekeinddatums gedurende die maand						Werknemer- bydraes	Werkgewer- bydraes	Totaal oordwars
Huislening- terugbetalings		Soos per skedule op die keersy van hierdie opgaawe							NUL	=
Vul in getal werknemers in elk van die blokkies hieronder						TOTAAL	BYDRAE			
Nywerrheidsraad- heffings							X C		+	=
Siek- fonds- bydraes: Lone tot en met R	WERKNEMER Sonder afhank- likes (i)						X R		NUL	=
	Met afhanklikes (ii)						X R		NUL	=
	WERKGEWER Totaal (i) + (ii)						X R	NUL		=
Siek- fonds- bydraes: Lone R of meer	WERKNEMER Sonder afhank- likes (i)						X R		NUL	=
	Met afhanklikes (ii)						X R		NUL	=
	WERKGEWER Totaal (i) + (ii)						X R	NUL		=
Voorsorgfondsybydraes (Soos per aangehegte skedule)							% van elke bydraer se basiese loon met 'n maksimum van R per week of R per maand		+	=
ORKN-opleidingsfondsy- bydraes							X R	NUL		=
(% BTW MOET SLEGS BY TOTAAL VAN ORKN-BYDRAES GEVOEG WORD)							+	%	BTW	
SACTWU-ledegeld		Vul in getal werknemers in elk van die blokkies hieronder				% van elke vakverenig- inglid se basiese loon met 'n minimum van R en 'n maksimum van R			NUL	=
R		Vul in randwaarde in elk van die blokkies hieronder								
SACTWU-studiebeursfondsy							X C		NUL	=

KRAAMVERLOF (Slegs indien meer as een jaar by firma in diens)

Siekfondsybydraes: Lone tot en met R						X R	NUL	=
Siekfondsybydraes: Lone R of meer						X R	NUL	=
Voorsorgfondsybydraes (soos per aangehegte skedule)						% van elke bydraer se basiese loon met 'n maksimum van R per week of R per maand	NUL	=

ONS SLUIT ONS TJEK IN VIR DIE TOTALE BEDRAG VAN WERKGEWER- EN WERKNEMERBYDRAES:

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

[illegible]

No. R. 679**12 May 1995****LABOUR RELATIONS ACT, 1956****LIQUOR AND CATERING TRADE, CAPE: AMENDMENT OF MAIN AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1997, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1997, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, CAPE****AGREEMENT**

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

Fedhasa Employers' Association

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

South African Commercial, Catering and Allied Workers' Union
and the**Hotel, Bar and Catering Traders Employees' Association**

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

being the parties to the Industrial Council for the Liquor and Catering Trade, Cape,

to amend the Main Agreement published under Government Notice No. R. 1319 of 22 July 1994.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Liquor and Catering Trade—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;

No. R. 679**12 Mei 1995****WET OP ARBEIDSVERHOUDINGE, 1956****DRANK- EN SPYSENIERSBEDRYF, KAAP: WYSIGING VAN HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1997 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms 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 Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1997 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE**NYWERHEIDSRAAD VIR DIE DRANK- EN SPYSENIERSBEDRYF, KAAP****OOREENKOMS**

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

Fedhasa Employers' Association

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

South African Commercial, Catering and Allied Workers' Union
en die**Hotel, Bar and Catering Traders Employees' Association**

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

wat die partye is by die Nywerheidsraad vir die Drank- en Spyseniersbedryf, Kaap,

tot die wysiging van die Hofooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1319 van 22 Julie 1994.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Drank- en Spyseniersbedryf nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakverenigings;

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

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.

2. CLAUSE 3—DEFINITIONS

In subclause (1)—Job Categories—substitute the expression "Bedroom attendant" for the expression "Chambermaid" and in subclause (2)—Definitions—substitute the expression "bedroom attendant" for the expression "chambermaid".

3. CLAUSE 6—HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) Substitute the following for paragraph (b) of subclause 8 (b):

"(b) The provisions of this clause shall not apply to employees in receipt of the wage stipulated in Category 7 of clause 4 (1) (a) and (b) of this Agreement or more, unless such employees have agreed thereto in writing."

(2) In subclause 9 delete the expression "for the Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg and in clause 4 (1) *bis* (a) and (b) for the Magisterial Districts of Somerset West and Strand, for casual employees in such categories of employment."

4. CLAUSE 7—ANNUAL LEAVE

Substitute the following for subclause (4):

"(4) An employee who has been in employment with the same employer for a period of not less than four consecutive months and whose contract of employment terminates in the first or any subsequent year of employment with such employer before the period of leave referred to in subclause (1) has accrued and after the lapse of the said period of four months shall, save as provided in proviso (iv) to subclause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of not less than one year—

in the case of an employee who, in terms of this clause, is entitled to—

(i) three weeks' leave, one fourth

(ii) four weeks' leave, one third of the weekly wage he was receiving immediately before the date of such termination."

5. CLAUSE 19—EXPENSES OF THE COUNCIL

In subclause (1) substitute the expression "50c" for the expression "35c".

Signed at Cape Town on behalf of the parties hereto this 22nd day of December 1994.

D. A. DODDS,
Chairman.

V. MOODLEY,
Hotel, Bar and Catering Trades Employees' Association.

C. BOOI,
South African Commercial, Catering and Allied Workers' Union.

M. FINE,
Fedhasa.

K. BARNES,
Secretary.

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

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. KLOUSULE 3—WOORDOMSKRYWING

In subklousule (1)—Werkkategorieë—vervang die uitdrukking "Kamerbediende" deur die uitdrukking "Slaapkameroppasser" en in subklousule 2—Woordomskrifwing—vervang die uitdrukking "kamerbediende" deur die uitdrukking "slaapkameroppasser".

3. KLOUSULE 6—WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYDWERK

(1) Vervang paragraaf (b) van subklousule 8 (b) deur die volgende:

"(b) Hierdie klousule is nie van toepassing nie op werknemers wat die loon voorgeskryf by kategorie 7 van klousule 4 (1) (a) en (b) van hierdie Ooreenkoms of meer ontvang, tensy sodanige werknemers skriftelik daartoe ingestem het."

(2) In subklousule 9 skrap die uitdrukking "vir die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad, en Wynberg en by klousule 4 (1) *bis* (a) en (b) vir die landdrosdistrikte Somerset-Wes en Strand, vir los werknemers in sodanige kategorie diens."

4. KLOUSULE 7—JAARLIKSE VERLOF

Vervang subklousule (4) deur die volgende:

"(4) 'n Werknemer wat vir 'n tydperk van minstens vier agtereenvolgende maande by dieselfde werkgewer in diens was en wie se dienskontrak in die eerste of enige daaropvolgende jaar diens by sodanige werkgewer eindig voordat die verloftydperk bedoel in subklousule (1) op geloop het en na verstryking van genoemde tydperk van vier maande moet, behoudens voor voorbehoudsbepaling (iv) van subklousule (2), by sodanige beëindiging in plaas van verlof en ten opsigte van elke voltooide maand van sodanige tydperk van minder as een jaar betaal word in die geval van 'n werknemer wat ingevolge hierdie klousule geregtig is op—

(i) drie weke verlof, een vierde

(ii) vier weke verlof, een derde van die weekloon wat hy op die datum onmiddellik voor sodanige beëindiging ontvang het."

5. KLOUSULE 19—UITGAWES VAN RAAD

In subklousule (1) vervang die uitdrukking "35c" deur die uitdrukking "50c".

Namens die partye hierby op hede die 22ste dag van Desember 1994 te Kaapstad onderteken.

D. A. DODDS,
Voorsitter.

V. MOODLEY,
Hotel, Bar and Catering Trades Employees' Association.

C. BOOI,
South African Commercial, Catering and Allied Workers' Union.

M. FINE,
Fedhasa.

K. BARNES,
Sekretaris.

No. R. 680**12 May 1995**

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICESWEETMAKING INDUSTRY, JOHANNESBURG:
PROVIDENT FUND AGREEMENT

The following correction to Government Notice No. R. 2112 appearing in *Government Gazette* No. 16114 of 2 December 1994, is hereby published for general information:

In the English text, substitute the expression "12 December 1995" for the expression "12 December 1994" where it appears at the end of the notice.

No. R. 681**12 May 1995**

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: TECHNOLOGICAL FUND AGREEMENT

The following correction to Government Notice No. R. 450 appearing in *Government Gazette* No. 16321 of 24 March 1995, is hereby published for general information:

In the English text of the Annexure:

5. CLAUSE 4: SEIFSA TECHNOLOGICAL FUND

In subclause (1), substitute the expression "... employers shall pay monthly to the Fund ..." for the expression "... employees shall pay monthly to the Fund ..." where it appears in the second line of the paragraph.

No. R. 685**12 May 1995**

LABOUR RELATIONS ACT, 1956

LOCAL GOVERNMENT UNDERTAKING OF THE PROVINCE OF THE CAPE OF GOOD HOPE

AMENDMENT OF STANDARD CONDITIONS OF EMPLOYMENT AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 December 1996, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union.

T. T. MBOWENI,
Minister of Labour.

No. R. 680**12 Mei 1995**

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWINGLEKKERGOEDNYWERHEID, JOHANNESBURG:
VOORSORGFONDSOOREENKOMS

Onderstaande verbetering aan Goewermementskennisgewing No. R. 2112 wat in *Staatskoerant* No. 16114 van 2 Desember 1994 verskyn, word hierby vir algemene inligting gepubliseer:

In die Engelse teks, vervang die uitdrukking "12 Desember 1994" met die uitdrukking "12 Desember 1995" waar dit aan die einde van die kennisgewing voorkom.

No. R. 681**12 Mei 1995**

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: TEGNOLOGIESE FONDSOOREENKOMS

Onderstaande verbetering aan Goewermementskennisgewing No. R. 450 wat in *Staatskoerant* No. 16321 van 24 Maart 1995 verskyn, word hierby vir algemene inligting gepubliseer:

In die Engelse teks van die Bylae:

5. CLAUSE 4: SEIFSA TECHNOLOGICAL FUND

In subklousule (1), vervang die uitdrukking "... employees shall pay monthly to the Fund, ..." met die uitdrukking "... employers shall pay monthly to the Fund, ..." waar dit in die tweede reël van die paragraaf voorkom.

No. R. 685**12 Mei 1995**

WET OP ARBEIDSVERHOUDINGE, 1956

PLAASLIKE BESTUURSONDERNEMING IN DIE PROVINSIE KAAP DIE GOEIE HOOP

WYSIGING VAN STANDAARD DIENSVOORWAARDES OOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Desember 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

T. T. MBOWENI,
Minister van Arbeid.

ANNEXURE**INDUSTRIAL COUNCIL FOR THE LOCAL AUTHORITY UNDERTAKING OF THE PROVINCE OF THE CAPE OF GOOD HOPE****STANDARD CONDITIONS OF SERVICE****AGREEMENT**

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

Cape Province Local Authorities Employers' Organisation (CPLAEO)

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

South African Association of Municipal Employees (SAAME)

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Industrial Council for the Local Authority Undertaking of the Province of the Cape of Good Hope,

to amend the Standard Conditions of Service Agreement published under Government Notice No. R. 905 of 13 May 1994.

1. CLAUSE 1: AREA AND SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed in the Local Authority Undertaking —

1.1.1 by all employers and employees who are members of the employers' organisation and the trade union, respectively;

1.1.2 in the Province of the Cape of Good Hope as it existed immediately prior to the date of coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), excluding the Municipal Areas of Cape Town, Port Elizabeth, East London and Kimberley.

1.2 Notwithstanding the provisions of clause 1.1, this Agreement shall apply to apprentices only to the extent that it is not in conflict with the provisions of the Manpower Training Act, 1981 (Act No. 56 of 1981), or with a contract concluded thereunder or with conditions imposed thereunder.

1.3 Notwithstanding the provisions of this Agreement, an agreement concluded between the Council and employees contrary to any legal provision regulating the conditions of service of employees shall be valid only after the appropriate exemption has been obtained from the Industrial Council and/or the Minister of Labour, as the case may be.

1.4 This Agreement shall not apply to casual workers.

2. CLAUSE 3: DEFINITIONS

2.1 Insert the following definition after the definition of "appointment date":

" 'ad hoc transport allowance' means an allowance allocated by a local authority (employer) when an employee has to use his own transport on a casual or temporary basis and subject to availability, for the carrying out of official duties by express order of his departmental head or other employee with the delegated authority to order such use of private transport;"

2.2 Insert the following definition after the definition of "payment":

" 'confinement leave' means special leave granted to a female employee subject to clause 18;"

BYLAE**NYWERHEIDSRAAD VIR DIE PLAASLIKE OWERHEIDS-ONDERNEMING VAN DIE PROVINSIE DIE KAAP DIE GOEIE HOOP****STANDAARD DIENSVOORWAARDES****OOREENKOMS**

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

Kaaplandse Plaaslike Owerhede Werkgewers-organisatie (KPOW)

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

Suid-Afrikaanse Vereniging van Munisipale Werknemers (SAVMW)

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

wat die partye is by die Nywerheidsraad vir die Plaaslike Owerheidsonderneming van die provinsie die Kaap die Goeie Hoop,

tot wysiging van die Ooreenkoms oor die Standaard Diensvoorwaardes gepubliseer by Goewermentskennisgewing No. R. 905 van 13 Mei 1994.

1. KLOUSULE 1: GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

1.1 Hierdie Ooreenkoms moet in die Plaaslike Owerheids-onderneming nagekom word —

1.1.1 deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisatie en die vakvereniging is;

1.1.2 in die provinsie die Kaap die Goeie Hoop uitgesonderd die munisipale gebiede van Kaapstad, Port Elizabeth, Oos-Londen en Kimberley.

1.2 Ondanks die bepalinge van klousule 1.1 is hierdie Ooreenkoms van toepassing op vakleerlinge slegs vir sover dit nie met die bepalinge van die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981), of met 'n kontrak wat daarkragtens aangegaan is, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

1.3 Ondanks die bepalinge van hierdie Ooreenkoms is 'n ooreenkoms wat deur die Raad en werknemers aangegaan is en wat teenstrydig is met wetsbepalinge wat die diensvoorwaardes van werknemers reël, geldig slegs nadat die nodige vrystelling verkry is van die Nywerheidsraad en/of die Minister van Arbeid, na gelang van die geval.

1.4 Hierdie Ooreenkoms is nie op loswerkers van toepassing nie.

2. KLOUSULE 3: WOORDOMSKRYWING

2.1 Voeg die volgende omskrywing in na die omskrywing van "aanstellingsdatum":

" 'ad hoc-vervoertoelae' 'n toelae wat deur 'n plaaslike owerheid (werkgewer) toegeken word wanneer 'n werknemer sy eie privaat vervoer op 'n toevallige of tydelike grondslag en onderworpe aan beskikbaarheid moet gebruik vir die uitvoering van amptelike pligte in uitdruklike opdrag van sy departementshoof of 'n ander werknemer met die gedelegeerde bevoegdheid om sodanige gebruik van privaat vervoer te gelas;"

2.2 Voeg die volgende omskrywing in na die omskrywing van "betaling":

" 'bevallingsverlof' spesiale verlof wat ooreenkomstig klousule 18 aan 'n vroulike werknemer toegestaan word;"

2.3 Insert the following definition after the definition of "stand-by service":

" 'regular transport allowance' means an allowance allocated by a local authority (employer) when it expects an employee to travel at least three hundred kilometres per month on a continuous basis in the carrying out of official duties and does not supply official transport;"

2.4 Insert the following definition after the definition of "emergency work":

" 'standard vehicle' means a standard model 1400 cc four-door sedan;"

2.5 Insert the following definition after the definition of "standard vehicle":

" 'standard vehicle price' means the average retail purchase price on 1 July of every year of the cheapest standard model 1400 cc and 1600 cc four-door sedan as determined by the Industrial Council;"

2.6 Insert the following definition after the definition of "Council":

" 'log-book' means a form prescribed by a Council on which the actual distance travelled daily is recorded;"

2.7 Insert the following definition after the definition of "security guard":

" 'earnings' means earnings as defined in clause 3 (1) of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966);"

2.8 Insert the following definition after the definition of "leave year":

" 'transport allowance scheme for essential users' means a scheme which provides for participation by employees who are permanently employed by the local authority and who at the discretion of the local authority need private transport in the carrying out of official duties;"

3. INDEX

Insert the following new headings after the heading "16 GENERAL":

"17. TRANSPORT ALLOWANCE SCHEME FOR ESSENTIAL USERS

18. CONFINEMENT LEAVE BENEFITS".

4. Insert the following new clause after clause 16:

"CLAUSE 17: TRANSPORT ALLOWANCE SCHEME FOR ESSENTIAL USERS

17.1 The purpose of the scheme is to provide for participation by employees who are permanently employed by the local authority and who at the discretion of the local authority, as further determined herein, use private transport in the carrying out of official duties. Admission to and participation in the scheme shall therefore be determined on the basis of the need for transport for official purposes.

17.2 Where a local authority at present operates an essential user scheme that is more advantageous to the employees than this scheme, the employees shall retain the former scheme as 'contractual to incumbent' as long as they are employed by the Council or may exercise a single option to accept the new scheme. All new appointments must, however, be appointed on the conditions of this scheme. If a local authority wants to apply its existing (better) scheme to its new appointments as well, it must apply to the Industrial Council for exemption from this provision.

2.3 Voeg die volgende omskrywing in na die omskrywing van "gereedheidsdiens":

" 'gereelde vervoertoelae' 'n toelae wat deur 'n plaaslike owerheid (werkgewer) toegeken word wanneer hy nie aan 'n werknemer amptelike vervoer verskaf nie maar van hom verwag om op 'n deurlopende grondslag minstens 300 kilometer per maand in die uitvoering van amptelike pligte af te lê;"

2.4 Voeg die volgende omskrywing in na die omskrywing van "noodwerk":

" 'normvoertuig' 'n standaardmodel 1400 cc-vierdeur-sedan;"

2.5 Voeg die volgende omskrywing in na die omskrywing van "normvoertuig":

" 'normvoertuigprys' die gemiddelde kleinhandelkoopprys op 1 Julie elke jaar van die goedkoopste standaardmodel 1400 cc- en 1600 cc-vierdeursedan soos deur die Nywerheidsraad bereken;"

2.6 Voeg die volgende omskrywing in na die omskrywing van "Raad":

" 'ritstaat' 'n vorm deur 'n Raad voorgeskryf waarop die werklike afstand wat daagliks afgelê word, aange-teken word;"

2.7 Voeg die volgende omskrywing in na die omskrywing van "veiligheidswag":

" 'verdienste' verdienste soos omskryf in artikel 3 (1) van die Werkloosheidsversekeringswet, 1966 (Wet No. 30 van 1966);"

2.8 Voeg die volgende omskrywing in na die omskrywing van "verlofjaar":

" 'vervoertoelaeskema vir essensiële gebruikers' 'n skema wat voorsiening maak vir deelname daaraan deur werknemers wat permanent in diens van 'n plaaslike owerheid is en na goeddunke van die plaaslike owerheid privaat vervoer in die uitvoering van amptelike pligte nodig het;"

3. INHOUD

Voeg die volgende nuwe opskrifte in na die opskrif "16 ALGEMEEN":

"17. VERVOERTOELAESKEMA VIR ESSENSIËLE GEBRUIKERS

18. BEVALLINGSVERLOF".

4. Voeg die volgende nuwe klousule in na klousule 16:

"KLOUSULE 17: VERVOERTOELAESKEMA VIR ESSENSIËLE GEBRUIKERS

17.1 Die skema het ten doel om voorsiening te maak vir deelname daaraan deur werknemers wat permanent in diens van 'n plaaslike owerheid is en na goeddunke van die plaaslike owerheid, soos verder hierin bepaal, privaat vervoer in die uitvoering van amptelike pligte gebruik. Toelating tot en deelname aan die skema word dus bepaal aan die hand van die behoefte aan vervoer vir amptelike doeleindes.

17.2 Waar 'n plaaslike owerheid tans 'n essensiële-gebruikerskema in gebruik het wat vir die werknemers voordeliger is as die skema hierin bedoel, behou die werknemers eersgenoemde skema as 'kontrakueel tot bekleër' solank as wat hulle in diens van die Raad is of kan 'n werknemer 'n eenmalige keuse uitoefen om die nuwe skema te aanvaar. Alle nuwe aanstellings word egter op die voorwaardes van hierdie skema gedoen. Indien 'n plaaslike owerheid sy bestaande (beter) skema ook op sy nuwe aanstellings van toepassing wil maak, moet hy by die Nywerheidsraad om vrystelling van hierdie bepaling aansoek doen.

17.3 Vehicle loan:

17.3.1 No employee shall in any way be entitled to an internal loan from the local authority by which he is employed.

17.4 Basis of calculation of allowances:

17.4.1 Remunerative transport allowances in terms of this scheme shall be calculated on the basis of a standard vehicle. The standard vehicle price shall apply as the basis of calculation from the beginning of July to the end of the following June. This shall be a basis of calculation only and shall not imply any requirement to purchase a specific vehicle.

17.4.2 If an employer expects an employee to carry out duties that functionally require a vehicle that differs fundamentally from the defined standard vehicle, the definition of 'standard vehicle' and 'standard vehicle price' shall, for the purposes of the calculation of the allowance in appropriate cases as identified beforehand by the employer, be amended by substituting "1600 cc" for "1400 cc".

17.4.3 If an employer expects an employee to carry out duties that functionally require a vehicle with an engine capacity higher than 1600 cc, the employer must apply to the Industrial Council for the necessary exemption for a deviation from the definition of 'standard vehicle' and 'standard vehicle price'.

17.5 Ad hoc transport allowance:

17.5.1 When an employee has to use his own private transport on a casual or temporary basis and subject to availability, for the carrying out of official duties by express order of his departmental head or other employee with the delegated authority to order such use of private transport, he shall receive a remunerative *ad hoc* transport allowance.

17.5.2 The *ad hoc* transport allowance shall be calculated, subject to clause 17.5.3 in respect of each journey that was ordered with authorisation, according to the distance recorded in the employee's completed log-book, multiplied by the sum, according to AA tariff in cents per kilometre, of—

17.5.2.1 the average running costs for fuel and maintenance of the standard vehicle; and

17.5.2.2 the average fixed car costs in accordance with the standard vehicle price calculated on the 14 000 kilometre column, which fixed costs shall consist of the following elements: Depreciation, interest, licensing and 50% of insurance in accordance with the AA tables. If an employee must pay for parking, he shall submit proof of his expenses in respect of the carrying out of his duties together with his recovery claim and he shall receive the full proven amount.

17.5.3 Any change in the AA tables shall be implemented in the month following the publication of the new tables.

17.5.4 Any distances exceeding 1 166 kilometres per month shall be remunerated only at the amount referred to in clause 17.5.2.1.

17.6 Regular transport allowance:

17.6.1 A regular transport allowance shall be allocated by the local authority (employer) when it expects an employee to travel at least three hundred kilometres per month on a continuous basis in the carrying out of official duties and does not supply official transport.

17.3 Voertuiglening:

17.3.1 Geen werknemer het teenoor die plaaslike owerheid waarvoor hy werk enige aanspraak op 'n interne lening nie.

17.4 Berekeningsgrondslag van toelaes:

17.4.1 Vergoedende vervoertoelaes ingevolge hierdie skema word bereken op die grondslagbasis van 'n normvoertuig. Die normvoertuigprys geld as berekeningsgrondslag vanaf die begin van Julie tot die einde van die daaropvolgende Junie. Dit is slegs 'n berekeningsgrondslag en impliseer nie enige vereiste om 'n spesifieke voertuig aan te koop nie.

17.4.2 Indien 'n werkgewer van 'n werknemer verwag om pligte uit te voer wat funksioneel 'n voertuig vereis wat wesenlik verskil van die omskrewe normvoertuig, word die omskrywing van 'normvoertuig' en 'normvoertuigprys' vir die doeleindes van toelaeberekening in gepaste gevalle wat vooraf deur die werkgewer geïdentifiseer is, gewysig deur '1400 cc' deur '1600 cc' te vervang.

17.4.3 Indien 'n werkgewer van 'n werknemer verwag om pligte uit te voer wat funksioneel 'n voertuig met 'n hoër enjinkapasiteit as 1600 cc vereis, moet die werkgewer by die Nywerheidsraad om die nodige vrystelling aansoek doen vir 'n afwyking van die omskrywing van 'normvoertuig' en 'normvoertuigprys'.

17.5 Ad hoc-vervoertoelae:

17.5.1 Wanneer 'n werknemer sy eie privaat vervoer op 'n toevallige of tydelike grondslag en onderworpe aan beskikbaarheid moet gebruik vir die uitvoering van amptelike pligte in uitdruklike opdrag van sy departementshoof of 'n ander werknemer met die gedelegeerde bevoegdheid om sodanige gebruik van privaat vervoer te gelas, word aan hom 'n vergoedende *ad hoc*-vervoertoelae betaal.

17.5.2 Die *ad hoc*-vervoertoelae word, behoudens die bepalinge van klousule 17.5.3, ten opsigte van elke rit waarvoor bevoegde opdrag gegee is, bereken op die afstand aangegeven in die werknemer se ingevulde ritstaat, vermenigvuldig met die som, volgens die AA-tarief in sent per kilometer, van—

17.5.2.1 die gemiddelde lopende koste vir die brandstof en onderhoud van die normvoertuig; en

17.5.2.2 die gemiddelde vaste motorkoste ooreenkomstig die normvoertuigprys bereken aan die hand van die 14 000 kilometerkolom, welke vaste koste uit die volgende elemente bestaan: Waardevermindering, rente, lisensiëring en 50% van die versekering ooreenkomstig die AA-tabelle. Indien 'n werknemer vir parkering moet betaal, moet hy bewys van sodanige uitgawes verbonde aan die uitvoering van sy pligte saam met sy verhalingsseis voorlê en ontvang hy die volle bewese bedrag terug.

17.5.3 Enige verandering in die AA-tabelle word geïmplementeer in die maand wat volg op die maand waarin die nuwe tabelle verskyn het.

17.5.4 Enige afstande bo 1 166 kilometer per maand word vergoed teen slegs die bedrag bedoel in klousule 17.5.2.1.

17.6 Gereelde vervoertoelae:

17.6.1 'n Gereelde vervoertoelae word deur 'n plaaslike owerheid (werkgewer) toegeken wanneer hy nie aan 'n werknemer amptelike vervoer verskaf nie, maar van hom verwag om op 'n deurlopende grondslag minstens 300 kilometer per maand in die uitvoering van amptelike pligte af te lê.

17.6.2 To qualify for a regular transport allowance, the employee must, for six consecutive months in the manner that his employer may reasonably require keep a log-book of official journeys travelled by private transport, at least including details of the date, reason, route and distance of and authorisation for each journey. Authorisation shall be expressly determined by Council beforehand. During these six months an *ad hoc* transport allowance shall be paid. At the end of the six months of the log-book, the statistical monthly average kilometre distance and financial/economic information relevant to the consideration of a regular transport allowance shall be submitted to the Council of the local authority concerned for consideration of the allocation of a regular transport allowance.

17.6.3 After consideration of the details referred to in clause 17.6.2, the Council shall either grant or refuse a regular transport allowance. Should the regular transport allowance be refused, reasons therefor must be provided in writing. Should the regular transport allowance be granted, Council shall decide on the basis of the relevant information, including the employee's motivated preference, whether it will be in the form of a fixed transport allowance or a calculated transport allowance, and reasons for this shall be provided. The employee or trade which shall have the right to oppose the decision of Council through the normal channels of the Labour Relations Act.

17.6.4 A monthly fixed transport allowance shall be calculated at a fixed monthly kilometre distance as determined by Council on the basis of the details provided under clause 17.6.2, multiplied by the sum of clauses 17.5.2.1 and 17.5.2.2: Provided that subject to the provisions of clauses 17.2 and 17.9, the fixed monthly kilometre distance does not exceed 1 166 kilometres.

17.6.5 A monthly calculated transport allowance shall be calculated at the actual distance travelled for official purposes by private transport and recorded in a log-book in the manner that the employer may reasonably require, multiplied by the sum of the amounts referred to in clauses 17.5.2.1 and 17.5.2.2: Provided that any distances exceeding 1 166 kilometres per month shall be remunerated only at the amount referred to in clause 17.5.2.1.

17.6.6 A private appropriate vehicle must be made available daily by the employee for his use in the carrying out of his official duties.

17.7 Insurance:

17.7.1 An employee must annually submit written proof of comprehensive insurance.

17.8 Defined area:

17.8.1 Each local authority shall locally determine by agreement between the parties the boundaries of the area within which official journeys will ordinarily take place and within which the logbook of the six consecutive months in terms of clause 17.6.2 must be kept. This area shall be known as the 'defined area'. Each local authority shall have only one defined area. The regular allowances paid in terms of clauses 17.6.4 and 17.6.5, shall apply only to official journeys within the defined area.

17.8.2 Claims for a remunerative transport allowances for official journeys outside the defined area shall be calculated at the actual distance travelled for duly authorised official purposes by private transport and be recorded in a log-book in the manner that the employer may reasonably require, multiplied only by the amount referred to in clause 17.5.2.1.

17.6.2 Om in aanmerking te kom vir 'n gereelde vervoertoelae moet 'n werknemer ses agtereenvolgende maande, in die vorm wat sy werkgever redelikerwys vereis, van amptelike ritte met privaat vervoer afgelê, ritstate hou met minstens gegewens oor die datum, roete en afstand van en rede en magtiging vir elke rit. Magtigingsbevoegdheid word vooraf uitdruklik deur die Raad bepaal. Gedurende hierdie ses maande word 'n *ad hoc*-vervoertoelae betaal. Aan die einde van die ses maande moet die ritstate en die statistiese maandelikse gemiddelde kilometerafstand asook finansiële/ekonomiese inligting wat by die oorweging van 'n gereelde vervoertoelae ter sake is aan die Raad voorgeleë word vir oorweging van die toekenning van 'n gereelde vervoertoelae.

17.6.3 Na oorweging van die gegewens in klousule 17.6.2 bedoel, ken die Raad 'n gereelde vervoertoelae toe of weier hy dit. Indien 'n gereelde vervoertoelae geweier word, moet redes daarvoor skriftelik verstrek word. Indien 'n gereelde vervoertoelae toegeken word, besluit die Raad aan die hand van die tersaaklike inligting, insluitende die werknemer se gemotiveerde voorkeur, of die toelae in die vorm van 'n vaste vervoertoelae of 'n berekende vervoertoelae moet wees en word redes hiervoor verstrek. Die werknemer of vakvereniging het die reg om die besluit van die Raad deur die normale kanale van die Wet op Arbeidsverhoudinge te bestry.

17.6.4 'n Maandelikse vaste vervoertoelae word bereken op 'n vaste maandelikse kilometerafstand deur die Raad bepaal op grond van gegewens ingevolge klousule 17.6.2 verstrek, vermenigvuldig met die som van die bedrae in klousules 17.5.2.1 en 17.5.2.2 bedoel: Met dien verstande dat behoudens die bepalinge van klousules 17.2 en 17.9, die vaste maandelikse kilometerafstand nie 1 166 kilometer oorskry nie.

17.6.5 'n Maandelikse berekende vervoertoelae word bereken op die werklike afstand wat vir amptelike doeleindes met privaat vervoer afgelê is en aangeteken is in 'n ritstaat in die vorm wat die werkgever redelikerwys vereis, vermenigvuldig met die som van die bedrae in klousules 17.5.2.1 en 17.5.2.2 bedoel: Met dien verstande dat vir enige afstande bo 1 166 kilometer per maand, vergoed word teen slegs die bedrag in klousule 17.5.2.1 bedoel.

17.6.6 'n Doelmatige privaat voertuig moet daagliks deur die werknemer beskikbaar gestel word vir sy gebruik in die uitvoering van sy amptelike pligte.

17.7 Versekering:

17.7.1 'n Werknemer moet jaarliks skriftelike bewyse van omvattende versekering indien.

17.8 Omskrewe gebied:

17.8.1 Elke plaaslike owerheid bepaal plaaslik by ooreenkoms tussen die partye die grense van die gebied waarbinne amptelike ritte gewoonlik sal plaasvind en waarbinne die ses agtereenvolgende maande se ritstate ingevolge klousule 17.6.2 gehou moet word. Hierdie gebied staan bekend as die 'omskrewe gebied'. Elke plaaslike owerheid het slegs een omskrewe gebied. Die gereelde toelaes wat ingevolge klousules 17.6.4 en 17.6.5 betaal word, het slegs betrekking op amptelike ritte binne die omskrewe gebied.

17.8.2 Eise om 'n vergoedende vervoertoelae vir amptelike ritte buite die omskrewe gebied word bereken op die werklike afstand wat vir behoorlik gemagtigde amptelike doeleindes met privaat vervoer afgelê is en aangeteken is in 'n ritstaat in die vorm wat die werkgever redelikerwys vereis, vermenigvuldig met slegs die bedrag in klousule 17.5.2.1 bedoel.

17.9 Employee's own costs:

17.9.1. No employee who receives a transport allowance in terms of this scheme shall, in respect of his private vehicle, receive any fuel, lubricants, tyres, parts or repair or maintenance service at the cost of his employer.

17.9.2 No employee who receives a monthly fixed transport allowance referred to clause 17.6.4 in terms of this scheme shall, without express authorisation, use official transport for any journey within the defined area.

17.10 Revision of transport allowances:

17.10.1 Any employer or employee in respect of whom this scheme applies, may require in writing that the log-book of the six consecutive months as referred to in clause 17.6.2, be retained for revision of an allocated transport allowance in the same manner as the initial consideration in terms of clause 17.6.3: Provided that any revision shall always come into force on 1 July and that written notice must be given not later than 31 March. If circumstances change drastically, with the result that the monthly fixed transport allowance as referred to in clause 17.6.4 is no longer equitable, the allowance shall be recalculated in accordance with clause 17.6. The date of implementation of the recalculation shall be the first month following on the date of recalculation.

17.11 Suspension:

17.11.1 Any employer may give six months' written notice, together with reasons therefor, of his withdrawal from a transport allowance in respect of a specific employee, and any employee may give six months' written notice, together with reasons therefor, of the withdrawal of this private transport for official journeys."

5. Insert the following new clause after clause 17:

"CLAUSE 18: CONFINEMENT LEAVE BENEFITS

18.1 Special leave for confinement purposes shall be granted to a female employee, subject to the following qualification requirements and restrictions:

18.1.1 A qualifying period of service of 12 calendar months' continuous service at the local authority concerned must have been completed before the confinement leave benefit may be utilised. The employee must be employed in a permanent capacity on the establishment of the local authority.

18.1.2 A maximum of 60 working days' special leave shall be granted per confinement.

18.1.2.1 In the case of female employees who are entitled to the full unemployment insurance benefit of 45% of her current earnings, which is tax free, the Council shall pay 33 % of her current earnings;

or

18.1.2.2 in the case of female employees who are above the limit that is set by the Unemployment Insurance Fund, the Council shall pay 100% of her current earnings.

18.1.3 A female employee shall retain her normal benefits and normal incremental date for a period of absence due to confinement leave.

18.1.4 Confinement leave shall be granted for a maximum of two confinements in a female employee's total career in local government.

17.9 Eie koste van werknemer:

17.9.1. Geen werknemer wat 'n vervoertoelae ingevolge hierdie skema ontvang, mag ten opsigte van sy privaat voertuig enige brandstof, smeermiddels, bande, onderdele of versienings- of instandhoudingsdiens op koste van sy werkgever ontvang nie.

17.9.2 Geen werknemer wat 'n maandelikse vaste vervoertoelae bedoel in klousule 17.6.4 ingevolge hierdie skema ontvang, mag, sonder uitdruklike magtiging, vir enige rit binne die omskrewe gebied van amptelike vervoer gebruik maak nie.

17.10 Hersiening van vervoertoelae:

17.10.1 Enige werkgever of werknemer ten opsigte van wie hierdie skema van toepassing is, kan skriftelik vereis dat ses agtereenvolgende maande se ritstate bedoel in klousule 17.6.2 gehou word vir die hersiening van 'n toegekende vervoertoelae op dieselfde wyse as die aanvanklike oorweging van 'n vervoertoelae ingevolge klousule 17.6.3: Met dien verstande dat 'n hersiening altyd op 1 Julie in werking tree en skriftelike kennis nie later nie as 31 Maart gegee moet word. Indien omstandighede ingrypend verander en meebring dat 'n maandelikse vaste vervoertoelae bedoel in klousule 17.6.4 nie meer billik is nie, word die toelae herbereken ooreenkomstig klousule 17.6. Die implementeringsdatum van die herberekening is die eerste maand wat volg op die datum van herberekening.

17.11 Opskorting:

17.11.1 Enige werkgever kan ses maande skriftelike kennis met opgaaf van redes, gee van sy intrekking van 'n vervoertoelae ten opsigte van 'n bepaalde werknemer, en enige werknemer kan ses maande skriftelike kennis, met opgaaf van redes, gee van die onttrekking van sy privaat vervoer vir amptelike ritte."

5. Voeg die volgende nuwe klousule in na klousule 17:

"KLOUSULE 18: BEVALLINGSVERLOF

18.1 Spesiale verlof vir bevallingsdoeleindes word onderworpe aan die volgende kwalifikasievereistes en beperkings aan 'n vroulike werknemer toegestaan:

18.1.1 'n Kwalifiserende dienstdydpark van 12 kalendermaande ononderbroke diens by die betrokke plaaslike owerheid moet voltooi wees alvorens die voordeel van bevallingsverlof benut mag word. Die werknemer moet in 'n permanente hoedanigheid op die diensstaat van die plaaslike owerheid aangestel wees.

18.1.2 'n Maksimum van 60 werkdag spesiale verlof word per bevalling toegestaan.

18.1.2.1 In die geval van vroulike werknemers wat geregtig is op die volle werkloosheidsversekeringsvoordeel van 45% van haar jongste verdienste wat belastingvry is, betaal die Raad 33% van haar jongste verdienste;

of

18.1.2.2 in die geval van vroulike werknemers wat bo die perk is wat deur die Werkloosheidsversekeringsfonds gestel word, betaal die Raad 100% van haar jongste verdienste.

18.1.3 'n Vroulike werknemer behou haar gewone voordele en normale verhogingsdatum vir 'n tydperk van afwesigheid as gevolg van bevallingsverlof.

18.1.4 Bevallingsverlof word vir hoogstens twee bevallings in 'n vroulike werknemer se totale loopbaan in die Plaaslike Owerheidsonderneming toegestaan.

18.1.5 In respect of one statutory adoption of a baby that is 0–3 months old, a maximum of 40 working days' special leave may be granted in accordance with clauses 18.1.2.1 or 18.1.2.2 from the physical receipt of the baby.

18.1.6 Together with the application for confinement leave, a female employee shall submit a written statement indicating on how many occasions (if any) in the past she, as an employee in local government, had utilised the granting of special leave for confinement purposes.

18.1.7 The confinement leave shall be taken four weeks before and eight weeks after the confinement.

18.1.8 Sick leave may be granted in respect of absences as a result of a miscarriage, stillbirth or termination of pregnancy on medical advice or for any other medically acceptable disease before the period of confinement leave commences, provided that the sick leave rules are complied with. Should the miscarriage, stillbirth or termination of pregnancy take place after the period of special leave has commenced, the leave shall be terminated immediately and such confinement leave for the period preceding the miscarriage, stillbirth or termination of pregnancy shall not be taken into account for the purposes of the restriction in clause 18.1.4. For absences from service from the date of the miscarriage, stillbirth or termination of pregnancy on medical advice, sick leave shall be granted, provided that the requirements for determination are complied with.

18.2 Should a female employee not qualify for the benefit in terms of the conditions in clause 1, she may exercise a choice in respect of the utilisation of available vacation leave with full payment or vacation leave without payment."

This Agreement signed on behalf of the parties this 1st day of November 1994.

J. H. TRUTER,
Chairman: CPLAEO.

J. KASSELMAN,
Chairman: SAAME.

A. H. FEENSTRA,
Chief Secretary: Industrial Council.

18.1.5 Ten opsigte van een statutêre aanneming van 'n baba van nul tot drie maande oud kan 'n maksimum van 40 werkdag spesiale verlof ooreenkomstig klousule 18.1.2.1 of 18.1.2.2 toegestaan word vanaf die fisiese ontvangs van die baba.

18.1.6 Tesame met die aansoek om bevallingsverlof, moet 'n vroulike werknemer 'n skriftelike verklaring indien waarin sy aandui by hoeveel geleenthede (indien enige) in die verlede sy as werknemer in die Plaaslike Owerheidsonderneming die voordeel van die toestaan van spesiale verlof vir bevallingsdoeleindes benut het.

18.1.7 Bevallingsverlof moet vier weke voor en agt weke na die bevalling geneem word.

18.1.8 Siekteverlof kan ten opsigte van afwesighede van diens as gevolg van 'n miskraam, 'n doodgebore baba of die beëindiging van 'n swangerskap op mediese advies of vir enige ander medies aanvaarbare siekte voordat bevallingsverlof 'n aanvang neem, toegestaan word mits aan die vereistes van die siekteverlofreëls voldoen word. Indien die miskraam, doodgeboorte of beëindiging van die swangerskap plaasvind nadat bevallingsverlof 'n aanvang geneem het, eindig die bevallingsverlof onmiddellik en word die bevallingsverlof vir die tydperk voor die miskraam, doodgeboorte of beëindiging van die swangerskap nie in berekening gebring vir die doeleindes van die beperking van klousule 18.1.4 nie. Vir afwesighede van diens vanaf die datum van die miskraam, doodgeboorte of beëindiging van die swangerskap op mediese advies, moet siekteverlof toegestaan word mits aan die vereistes van die vasstelling voldoen word.

18.2 Indien 'n vroulike werknemer ingevolge die voorwaardes in klousule 18.1 nie vir die voordeel in aanmerking kom nie, kan sy 'n keuse uitoefen ten opsigte van die gebruik van beskikbare vakansieverlof met volle betaling of vakansieverlof sonder betaling."

Hierdie Ooreenkoms is namens die partye op hede die 1ste dag van November 1994 onderteken.

J. H. TRUTER,
Voorsitter: KPOW.

J. KASSELMAN,
Voorsitter: SAVMW.

A. H. FEENSTRA,
Hoofsekretaris: Nywerheidsraad.

IMPORTANT ANNOUNCEMENT

*Closing times **PRIOR TO PUBLIC HOLIDAYS** for*

LEGAL NOTICES
GOVERNMENT NOTICES 1995

The closing time is 15:00 sharp on the following days:

- ▶ **16 March**, Thursday, for the issue of Friday **24 March**
- ▶ **6 April**, Thursday, for the issue of Thursday **13 April**
- ▶ **12 April**, Wednesday, for the issue of Friday **21 April**
- ▶ **20 April**, Thursday, for the issue of Friday **28 April**
- ▶ **26 April**, Wednesday, for the issue of Friday **5 May**
- ▶ **8 June**, Thursday, for the issue of Thursday **15 June**
- ▶ **3 August**, Thursday, for the issue of Friday **11 August**
- ▶ **21 September**, Thursday, for the issue of Friday **29 September**
- ▶ **20 December**, Wednesday, for the issue of Friday **29 December**
- ▶ **28 December**, Thursday, for the issue of Friday **5 January 1996**

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WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 1995

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▶ **16 Maart**, Donderdag, vir die uitgawe van Vrydag **24 Maart**
- ▶ **6 April**, Donderdag, vir die uitgawe van Donderdag **13 April**
- ▶ **12 April**, Woensdag, vir die uitgawe van Vrydag **21 April**
- ▶ **20 April**, Donderdag, vir die uitgawe van Vrydag **28 April**
- ▶ **26 April**, Woensdag, vir die uitgawe van Vrydag **5 Mei**
- ▶ **8 Junie**, Donderdag, vir die uitgawe van Donderdag **15 Junie**
- ▶ **3 Augustus**, Donderdag, vir die uitgawe van Vrydag **11 Augustus**
- ▶ **21 September**, Donderdag, vir die uitgawe van Vrydag **29 September**
- ▶ **20 Desember**, Woensdag, vir die uitgawe van Vrydag **29 Desember**
- ▶ **28 Desember**, Donderdag, vir die uitgawe van Vrydag **5 Januarie 1996**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word.

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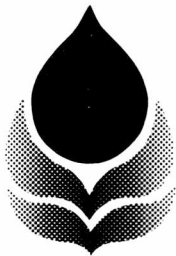
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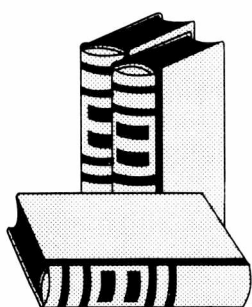
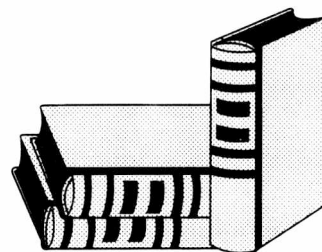


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