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PROCLAMATION

*by the
President*

of the Republic of South Africa

No. R. 92, 1995

COMMISSION OF INQUIRY INTO THE VAAL REEFS MINING ACCIDENT

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 the said Act shall be applicable to the Commission of Inquiry into the Vaal Reefs Mining Accident, 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 Pretoria this Twenty-eighth day of September, One thousand Nine hundred and Ninety-five.

N. R. MANDELA,
President.

By Order of the President-in-Cabinet:

R. F. BOTHA,
Minister of the Cabinet.

SCHEDULE REGULATIONS

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

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

“**Commission**” means the Commission of Inquiry into the Vaal Reefs Mining Accident, referred to in this Proclamation;

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

PROKLAMASIE

*van die
President*

van die Republiek van Suid-Afrika

No. R. 92, 1995

KOMMISSIE VAN ONDERSOEK NA DIE VAAL REEFS MYNONGELUK

Kragtens die bevoegdheid my verleen by artikel 1 van die Kommissiewet, 1947 (Wet No. 8 van 1947), verklaar ek hierby dat die bepalings van voormelde Wet op die Kommissie van Onderzoek na die Vaal Reefs Mynongeluk van toepassing is, en vaardig ek hierby die regulasies in die Bylae met betrekking tot voormelde Kommissie uit.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Agt-entwintigste dag van September Eenduisend Nege-honderd Vyf-en-negentig.

N. R. MANDELA,
President.

Op las van die President-in-Kabinet:

R. F. BOTHA,
Minister van die Kabinet.

BYLAE REGULASIES

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

“**beampte**” iemand wat in die voltydse diens van die Staat is en wat aangestel of aangewys is om die Kommissie by die verrigting van sy werksaamhede behulpsaam te wees;

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

“**Kommissie**” die in hierdie Proklamasie bedoelde Kommissie van Onderzoek na die Vaal Reefs Mynongeluk;

"inquiry" means the inquiry conducted by the Commission;

"member" means a member of the Commission;

"officer" means a person in the full-time service of the State who has been appointed or designated to assist the Commission in the execution of its function;

"premises" includes any land, building, structure, part of a building or structure, vehicle, conveyance, vessel or aircraft.

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

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 of Inquiry into the Vaal Reefs Mining Accident in shorthand/by mechanical means as ordered by the Chairman 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 Chairman.

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

5. (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 Chairman may direct that no person shall disclose in any manner whatsoever the name or address of such person or any other information likely to reveal his identity.

(2) No person shall contravene any directive contemplated in subregulation (1).

6. Any witness appearing before the Commission may be cross-examined, by any person having a direct interest in the matter.

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

8. An officer, attorney or advocate designated thereto by the Chairman may be present at the hearing of evidence at the inquiry and may adduce evidence and arguments relating to the inquiry.

9. No person shall, except in so far as shall be necessary in the execution of the terms of reference of the Commission, publish or furnish any other person with the report or any interim report of the Commission or a copy or part thereof or information regarding the consideration of evidence by the Commission for publication before the expiration of a period of 14 days after it has been submitted to the President: Provided that the President may authorize publication of any such report before the expiration of that period.

"lid" 'n lid van die Kommissie;

"ondersoek" die ondersoek wat deur die Kommissie ingestel word;

"perseel" ook grond of 'n gebou, bouwerk, gedeelte van 'n gebou of bouwerk, voertuig, vervoermiddel, vaartuig of lugvaartuig;

"Voorsitter" die Voorsitter van die Kommissie.

2. Die verrigtinge van die Kommissie word genoteer op die wyse deur die Voorsitter 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 van Ondersoek na die Vaal Reefs Mynongeluk in snelskrif sal aanteken/op meganiese wyse sal opneem soos deur die Voorsitter 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 Voorsitter.

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

5. (1) Indien 'n persoon wat getuie is voor die Kommissie afgelê het of aflê of wat opgeroep is om aldus getuie af te lê, die Kommissie aldus versoek, kan die Voorsitter gelas dat niemand die naam of adres van sodanige persoon of enige ander inligting wat waarskynlik sy identiteit sal openbaar, op enige wyse hoe genaamd bekend maak nie.

(2) Niemand mag 'n lasgewing beoog in subregulasie (1) oortree nie.

6. 'n Getuie wat voor die Kommissie verskyn, kan deur 'n persoon met 'n direkte belang in die saak in kruisverhoor geneem word.

7. 'n Getuie wat voor die Kommissie verskyn, kan na goedgevonden van die Voorsitter en op die wyse wat hy bepaal, deur 'n advokaat of prokureur bygestaan word.

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

9. Niemand mag, behalwe vir sover dit by die uitvoering van die Kommissie se opdrag nodig mag wees, die verslag of enige interim verslag van die Kommissie of 'n afskrif of 'n gedeelte daarvan of inligting met betrekking tot die oorweging van getuie deur die Kommissie vir publikasie aan iemand anders verstrek nie voor die verstryking van 'n tydperk van 14 dae nadat dit aan die President voorgelê is: Met die voorbehoud dat die President die publikasie van sodanige dokument voor die verstryking van daardie periode kan magtig.

10. Any certified copy of legal proceedings of any tribunal shall by the mere submission thereof be *prima facie* proof of such proceedings and the Commission may take notice thereof.

11. No person shall insult, disparage or belittle the Commission, the Chairman or any member or prejudice, influence or anticipate the proceedings of the Commission.

12. Any person who—

(a) contravenes a provision of regulation 5 (2) or 10; or

(b) contravenes a provision of regulation 11, shall be guilty of an offence and liable on conviction—

(i) in the case of an offence referred to in paragraph (a) or (b), to a fine, or to imprisonment for a period not exceeding six months; and

(ii) in the case of an offence referred to in paragraph (c), to a fine, or to imprisonment for a period not exceeding 12 months.

GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURE

No. R. 1611

20 October 1995

PLANT BREEDERS' RIGHTS ACT, 1976
(ACT No. 15 OF 1976)

REGULATIONS RELATING TO PLANT BREEDERS' RIGHTS: AMENDMENT*

The Deputy Minister of Agriculture, acting under section 44 of the Plant Breeders' Rights Act, 1976 (Act No. 15 of 1976) on behalf of the Minister of Agriculture, made the regulations in the Schedule.

* Amendment of fees payable.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 2630 of 24 December 1980, as amended by Government Notices Nos. R. 37 of 6 January 1984, R. 990 of 3 May 1985, R. 1588 of 1 August 1986, R. 2349 of 14 November 1986, R. 2341 of 16 October 1987, R. 1519 of 14 July 1989 (as corrected by R. 1975 of 15 September 1989), R. 1640 of 13 July 1990, R. 74 of 18 January 1991, R. 989 of 10 May 1991, R. 2415 of 4 October 1991, R. 1493 of 29 May 1992, R. 1561 of 20 August 1993, R. 2039 of 29 October 1993, R. 2534 of 31 December 1993, R. 368 of 25 February 1994 (as corrected by R. 492 of 18 March 1994), R. 1075 of 10 June 1994, R. 1452 of 26 August 1994, R. 831 of 9 June 1995 and R. 997 of 7 July 1995.

Amendment of regulation 10 (1) of the Regulations

2. Regulation 10 (1) of the Regulations is hereby amended by the substitution for the expression "the examination fee specified in column 2 of the said Table opposite the name of the kind of plant concerned" of the expression "the examination fee specified in paragraph 14 or 15 of Table 2".

10. 'n Gewaarmerkte afskrif van geregtelike verrigting voor 'n tribinaal is by blote voorlegging *prima facie* bewys van sodanige verrigtinge en die Kommissie mag kennis neem van die inhoud daarvan.

11. Niemand mag die Kommissie of die Voorsitter of 'n lid beledig, neerhaal of verkleineer of die verrigtinge van die Kommissie benadeel, beïnvloed of vooruitloop nie.

12. Iemand wat—

(a) 'n bepaling van regulasie 5 (2) of 10 oortree; of

(b) 'n bepaling van regulasie 11 oortree, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar—

(i) in die geval van 'n misdryf in paragraaf (a) of (b) na verwys, met 'n boete, of met gevangenisstraf vir 'n tydperk van hoogstens ses maande; en

(ii) in die geval van 'n misdryf in paragraaf (c) na verwys, met 'n boete, of met gevangenisstraf vir 'n tydperk van hoogstens 12 maande.

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU

No. R. 1611

20 Oktober 1995

WET OP PLANTTEELERSREGTE, 1976
(WET No. 15 VAN 1976)

REGULASIES BETREFFENDE PLANTTEELERS-REGTE: WYSIGING*

Die Adjunkminister van Landbou, handelende kragtens artikel 44 van die Wet op Planttelersregte, 1976 (Wet No. 15 van 1976), namens die Minister van Landbou, het die regulasies in die Bylae uitgevaardig.

* Wysiging van gelde betaalbaar.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 2630 van 24 Desember 1980, soos gewysig deur Goewermentskennisgewings Nos. R. 37 van 6 Januarie 1984, R. 990 van 3 Mei 1985, R. 1588 van 1 Augustus 1986, R. 2349 van 14 November 1986, R. 2341 van 16 Oktober 1987, R. 1519 van 14 Julie 1989 (soos verbeter deur R. 1975 van 15 September 1989), R. 1640 van 13 Julie 1990, R. 74 van 18 Januarie 1991, R. 989 van 10 Mei 1991, R. 2415 van 4 Oktober 1991, R. 1493 van 29 Mei 1992, R. 1561 van 20 Augustus 1993, R. 2039 van 29 Oktober 1993, R. 2534 van 31 Desember 1993, R. 368 van 25 Februarie 1994 (soos verbeter deur R. 492 van 18 Maart 1994), R. 1075 van 10 Junie 1994, R. 1452 van 26 Augustus 1994, R. 831 van 9 Junie 1995 en R. 997 van 7 Julie 1995.

Wysiging van regulasie 10 (1) van die Regulasies

2. Regulasie 10 (1) van die Regulasies word hierby gewysig deur die uitdrukking "is die ondersoekgeld in kolom 2 van die voormelde Tabel teenoor die naam van die betrokke soort plant aangedui" deur die uitdrukking "is die ondersoekgeld in paragraaf 14 of 15 van Tabel 2 aangedui" te vervang.

Amendment of regulation 12 (1) of the Regulations

3. Regulation 12 (1) of the Regulations is hereby amended by the substitution for the expression "the amount specified in column 4 of the said Table opposite the name of the kind of plant concerned" of the expression "the amount specified in paragraph 16 of Table 2."

Amendment of regulation 13 of the Regulations

4. Regulation 13 of the Regulations is hereby amended by the substitution for the expression "column 5" of the expression "column 4".

Substitution of Table 1 of the Regulations

5. The table in Annexure A is hereby substituted for Table 1 of the Regulations.

Substitution of Table 2 of the Regulations

6. The table in Annexure B is hereby substituted for Table 2 of the Regulations.

Wysiging van Regulasie 12 (1) van die Regulasies

3. Regulasie 12 (1) van die Regulasies word hierby gewysig deur die uitdrukking "is die bedrag in kolom 4 van voormelde Tabel teenoor die naam van die betrokke soort plant aangedui" deur die uitdrukking "is die bedrag in paragraaf 16 van Tabel 2 aangedui" te vervang.

Wysiging van Regulasie 13 van die Regulasies

4. Regulasie 13 van die Regulasies word hierby gewysig deur die uitdrukking "kolom 5" deur die uitdrukking "kolom 4" te vervang.

Vervanging van Tabel 1 van die Regulasies

5. Tabel 1 van die Regulasies word hierby deur die tabel in Aanhangsel A vervang.

Vervanging van Tabel 2 van die Regulasies

6. Tabel 2 van die Regulasies word hierby deur die tabel in Aanhangsel B vervang.

ANNEXURE A • AANHANGSEL A**"TABLE 1 • TABEL 1**

KINDS OF PLANTS AND PERIODS OF RIGHTS
SOORTE PLANTE EN TERMYN VAN REGTE
(Reg. 11; 13)

1		2	3	4
Kind of plant/Soort plant				
Botanical name Botaniese naam	Common name Gewone naam	Category Kategorie	Period of plant breeder's right (Years) Termyn van plantelers- reg (Jare)	Period of sole right (Years) Termyn van alleenreg (Jare)
<i>Abutilon</i> Mill. (All/Alle spp.).....	Flowering maple, Chinese lantern/ Blomwattel, Chinese lantern	A	15	5
<i>Acacia podalyriifolia</i> A. Cunn. ex G. Don	Queensland silver wattle, Pearl aca- cia/Lierwattel, Vaalmimosa	B	15	5
<i>Actinidia chinensis</i> Planch.	Kiwifruit/Kiwivrug	B	18	8
<i>Agapanthus</i> L'Hérit (All/Alle spp.)	Agapanthus, Blue lily/Agapant, Bloukandelaar, Bloulelie	A	15	5
<i>X Agrotriticum</i> Cifferri et Giacom. (<i>Agropyron x Triticum</i>)	Agrotriticum	A	15	5
<i>Allium cepa</i> L.	Onion/Ui	A	20	8
<i>Aloe</i> L. (All/Alle spp.)	Aloe/Aalwyn	A	18	8
<i>Astroemeria</i> L. (All/Alle spp.)	Peruvian lily, Inca lily/Perulelie, Inka- lelie	A	15	5
<i>Ananas comosus</i> (L.) Merrill	Pineapple/Pynappel	B	18	8
<i>Antheophora pubescens</i> Nees.....	Bottle brush grass/Borseltjiegras	A	15	5
<i>Anthurium</i> Schott. (All/Alle spp.)	Anthurium	A	15	5
<i>Arachis</i> L. (All/Alle spp.)	Groundnut/Grondboon	A	15	5
<i>Argyranthemum</i> Webb ex Sch. Bip. (All/Alle spp.)	Daisy bush, White marguerite/ Madeliefiebos	A	15	5
<i>Aster</i> L. (All/Alle spp.)	Michaelmas daisy, Star wort, Frost flower/Michaelmas madeliefie	A	15	5
<i>Aulax</i> Berg	Aulax	B	18	8
<i>Avena</i> L. (All/Alle spp.)	Oats/Hawer	A	15	5
<i>Begonia</i> L. (All/Alle spp.)	Begonia	A	15	5

1		2	3	4
Kind of plant/Soort plant				
Botanical name Botaniese naam	Common name Gewone naam	Category Kategorie	Period of plant breeder's right (Years) Termyn van plantelers- reg (Jare)	Period of sole right (Years) Termyn van alleenreg (Jare)
<i>Bergenia</i> Moench. (All/Alle spp.).....	Elephant's ear, Siberian saxifrage/ Siberiese steenbreek	A	15	5
<i>Beta vulgaris</i> L. subsp. <i>vulgaris</i> var. <i>conditiva</i> Alef.	Garden beet/Tuinbeet	A	15	5
<i>Bougainvillea</i> Comm. ex Juss. (All/ Alle spp.)	Bougainvillea	A	15	5
<i>Brachiaria brizantha</i> (Hochst. ex A. Rich.) Stapf	Bread grass/Broodsinjaalgras	A	15	5
<i>Brachycome</i> Cass. (All/Alle spp.).....	Swan river daisy/Australiese made- liefie	A	15	5
<i>Brassica napus</i> L.	Forage rape/Weikool	A	15	5
<i>Brassica napus</i> L. var. <i>napobrassica</i> (L.) Reichb.	Swede/Sweedse raap	A	15	5
<i>Brassica oleracea</i> L. convar. <i>acep- hala</i> (DC.) Alef.	Fodder kale/Beeskool.....	A	15	5
<i>Brassica oleracea</i> L. convar. <i>acep- hala</i> (DC.) Alef. var. <i>sabellica</i> L.	Curly kale/Boerkool	A	15	5
<i>Brassica oleracea</i> L. convar. <i>botrytis</i> (L.) Alef. var. <i>botrytis</i> L.	Cauliflower/Blomkool.....	A	15	5
<i>Brassica oleracea</i> L. convar. <i>capitata</i> (L.) Alef. var. <i>capitata</i> (L.) Alef.	Cabbage/Kopkool.....	A	15	5
<i>Brassica oleracea</i> L. convar. <i>capitata</i> (L.) Alef. var. <i>sabauda</i> L.	Savoy cabbage/Savojekool, Savoi- kool	A	15	5
<i>Brassica rapa</i> L. var. <i>rapa</i> (L.) Thell.	Turnip/Raap	A	15	5
<i>Bromus catharticus</i> Vahl	Rescue grass/Reddingsgras	A	15	5
<i>Brunia</i> Lam. (All/Alle spp.).....	Brunia/Stompie.....	A	18	8
<i>Callistemon</i> R. Br. (All/Alle spp.)	Bottle brush/Bottelborsel, Perdestert	A	15	5
<i>Camellia</i> L. (All/Alle spp.)	Camellia, Japonica/Kamelia, Japo- nika	A	15	5
<i>Camellia sinensis</i> (L.) O. Kuntze (= <i>Thea sinensis</i> L.)	Tea/Tee.....	B	18	8
<i>Canna</i> L. (All/Alle spp.)	Canna/Kanna	A	15	5
<i>Capsicum</i> L. (All/Alle spp.)	Peppers, Paprika/Rissies, Paprika ...	A	15	5
<i>Carica papaya</i> L.	Pawpaw/Papaja	B	18	8
<i>Carya illinoensis</i> (Wangenh.) K. Koch	Pecan nut/Pekanneut	B	20	8
<i>Cenchrus ciliaris</i> L.	Blue buffalo grass/Bloubuffelgras.....	A	15	5
<i>Chamaelium</i> Desf. (All/Alle spp.).....	Wax flower, Wax plant/Wasblom, Wasplant	A	15	5
<i>Cheiranthus</i> L. (All/Alle spp.).....	Wall flower/Muurbloem	A	15	5
<i>Chloris gayana</i> Kunth.....	Rhodes grass/Rhodesgras	A	15	5
<i>Chrysanthemum</i> L. (All/Alle spp.).....	Chrysanthemum/Krisant, Aster	A	15	5
<i>Citrullus lanatus</i> (Thunb.) Matsum. et Nakai	Watermelon/Waatlemoen, Maka- taan	A	15	5
<i>Citrus</i> L. (All/Alle spp.).....	Sweet orange, Lemon, Grapefruit, Loose skin citrus types, Other cit- rus (Bitter Seville, Lime, Kum- quat)/Soetlemoen, Suurlemoen, Pomelo, Losskil sitrussoorte, Ander citrus (Bitter Seville, Lem- metjies, Kumkwat)	B	25	10

1		2	3	4
Kind of plant/Soort plant				
Botanical name Botaniese naam	Common name Gewone naam	Category Kategorie	Period of plant breeder's right (Years) Termyn van plantelers- reg (Jare)	Period of sole right (Years) Termyn van alleenreg (Jare)
<i>Clivia</i> Lindl. (All/Alle spp.)	Bush lily/Boslelie	A	15	5
<i>Coffea arabica</i> L.	Coffee/Koffie	B	18	8
<i>Coprosma</i> J. R. Forster et G. Forster (All/Alle spp.)	Mirror plant/Spieëlplant	A	15	5
<i>Cordylina</i> Comm. ex Juss. (All/Alle spp.)	Dragon tree/Drakeboom	A	15	5
<i>Cucumis</i> L. (All/Alle spp.)	Sweet melon, Cucumber/Spanspek, Komkommer	A	15	5
<i>Cucurbita</i> L. (All/Alle spp.)	Pumpkin, Squash/Pampoen, Skor- sie	A	15	5
<i>Cupressus</i> L. (All/Alle spp.)	Cypress/Sipres	A	15	5
<i>Cydonia</i> Mill. (All/Alle spp.)	Quince/Kweper	A	18	8
<i>Cyrtanthus</i> L.f. (All/Alle spp.)	Fire lily/Vuurlelie	A	15	5
<i>Dactylis glomerata</i> L.	Cocksfoot/Kropaargras	A	15	5
<i>Daucus carota</i> L.	Carrot/Geelwortel	A	15	5
<i>Dianthus caryophyllus</i> L.	Carnation/Angelier	A	15	5
<i>Diascia</i> Link et Otto (All/Alle spp.)	Twinspur/Pensies	A	15	5
<i>Dieffenbachia</i> Schott. (All/Alle spp.)	Dieffenbachia, Dumb cane/Stomriet, Verdoofblaar	A	15	5
<i>Digitaria eriantha</i> Steud.	Smuts finger grass/Smutsvingergras	A	15	5
<i>Dimorphotheca</i> Vaill. ex Moench (All/ Alle spp.)	Bitou, Daisy/Bietou, Madeliefie, Magrietjie	A	15	5
<i>Dipladenia</i> A. DC. (See/Sien Mande- villa Lindl.)				
<i>Duranta</i> L. (All/Alle spp.)	Forget-me-not tree/Vergeet-my-nie- boom	A	15	5
<i>Eragrostis curvula</i> (Schrud.) Nees	Weeping lovegrass/Oulandsgras	A	15	5
<i>Eragrostis tef</i> (Zucc.) Trotter	Teff/Tefgras	A	15	5
<i>Erica</i> L. (All/Alle spp.)	Heath/Heide	B	18	8
<i>Eucalyptus gunnii</i> Hook.f.	Cidergum/Wynbloekom	B	15	5
<i>Euonymus</i> L. (All/Alle spp.)	Spindle tree/Speekbeenboom	A	15	5
<i>Euphorbia pulcherrima</i> Willd. ex Klotzsch	Poinsettia/Poinsettia, Karlienblom	A	15	5
<i>Festuca arundinacea</i> Schreber	Tall fescue/Langswenkgras	A	15	5
<i>X Festulolium</i> Aschers. et Graebn. (<i>Festuca</i> X <i>Lolium</i>)	Festulolium, Hybrid fescue/Baster swenkgras	A	15	5
<i>Ficus</i> L.	Fig tree, Rubber plant/Vyeboom, Rubberboom	A	15	5
<i>Fragaria ananassa</i> X Duchesne	Strawberry/Aarbei	A	15	5
<i>Freesia Klatt</i> (All/Alle spp.)	Freesia/Freesia, Kammetjie	A	15	5
<i>Fuchsia</i> L. (All/Alle spp.)	Fuchsia, Ladies' eardrops/Fuchsia, Foksia	A	15	5
<i>Gardenia Ellis</i> (All/Alle spp.)	Gardenia/Katjiepiering	A	15	5
<i>Gazania Gaertn.</i> (All/Alle spp.)	Gazania/Gousblom, Botterblom	A	15	5
<i>Gerbera</i> L. (All/Alle spp.)	Barberton daisy, Gerbera/Barber- tonse madeliefie	A	15	5
<i>Gladiolus</i> L. (All/Alle spp.)	Gladiolus/Swaardlelie	A	15	5

1		2	3	4
Kind of plant/Soort plant				
Botanical name Botaniese naam	Common name Gewone naam	Category Kategorie	Period of plant breeder's right (Years) Termyn van plantelers- reg (Jare)	Period of sole right (Years) Termyn van alleenreg (Jare)
<i>Glycine max</i> (L.) Merrill	Soya bean/Sojaboon	A	15	5
<i>Gossypium hirsutum</i> L.	Cotton/Katoen	A	15	5
<i>Gypsophila</i> L. (All/Alle spp.)	Gypsophila, Baby's breath/Gips- kruid	A	15	5
<i>Hardenbergia</i> Benth. (All/Alle spp.)	Australian lilac/Australiese lila	A	15	5
<i>Hebe</i> Comm. ex Juss. (All/Alle spp.)	Shrubby veronica/Bosveronica	A	15	5
<i>Hedera</i> L. (All/Alle spp.)	Ivy/Hedera, Klimop	A	15	5
<i>Helianthus annuus</i> L.	Sunflower/Sonneblom	A	15	5
<i>Hemerocallis</i> L. (All/Alle spp.)	Day lily/Daglelie	A	15	5
<i>Hibiscus</i> L. (All/Alle spp.)	Hibiscus, Rosemallow, Kenaf/Hibis- kus, Vuurblom, Stokroos	A	15	5
<i>Hordeum</i> L. (All/Alle spp.)	Barley/Gars	A	15	5
<i>Hosta</i> Tratt. (All/Alle spp.)	Plantain lily/Funkia	A	15	5
<i>Humulus lupulus</i> L.	Hops/Hop	A	18	8
<i>Hydrangea</i> L. (All/Alle spp.)	Hydrangea/Krismisroos, Hortensia	A	15	5
<i>Hypericum</i> L.	Saint John's wort/Sint-Janskruid	A	15	5
<i>Iberis</i> L.	Candytuft/Skeefblom	A	15	5
<i>Impatiens</i> L. (All/Alle spp.)	Snapweeds/Springsade, Spring- kruie	A	15	5
<i>Ipomoea batatas</i> (L.) Lam.	Sweet Potato/Patat	A	20	8
<i>Juniperus</i> L. (All/Alle spp.)	Juniper, Cedar/Seder	A	15	5
<i>Koeleria</i> Pers. (All/Alle spp.)	Hair grass/Haargras	A	15	5
<i>Lachenalia</i> Jacq.f. ex J. Murr. (All/Alle spp.)	Lachenalia, Cowslip/Viooltjie, Kalos- sie	A	15	5
<i>Lactuca sativa</i> L.	Lettuce/Slaai	A	15	5
<i>Lantana montevidensis</i> (Sprengel) Briq.	Weeping lantana/Treurlantana	A	15	5
<i>Lathyrus tingitanus</i> L.	Tangier scarlet pea, T. sweet pea, Gypsy sweet pea/Pronkertjie	A	15	5
<i>Lavandula</i> L. (All/Alle spp.)	Lavender/Laventel	A	15	5
<i>Leptospermum</i> J. R. Forster et G. Forster (All/Alle spp.)	Myrtle/Mirt	A	15	5
<i>Leucadendron</i> R.Br.	Conebush, Yellowbush/Tolbos, Geelbos	B	18	8
<i>Leucospermum</i> R.Br.	Pincushion/Speldekussing	B	18	8
<i>Lilium</i> L. (All/Alle spp.)	Lily/Lelie	A	15	5
<i>Litchi chinensis</i> Sonn.	Litchi/Lietsjie	B	20	8
<i>Lolium</i> L. (All/Alle spp.)	Rye grass/Raaigras	A	15	5
<i>Lupinus</i> L. (All/Alle spp.)	Lupin/Lupien	A	15	5
<i>Lycopersicon lycopersicum</i> (L.) Karsten ex Farwell	Tomato/Tamatie	A	18	8
<i>Lysimachia</i> L. (All/Alle spp.)	Money wort/Penningkruid	A	15	5
<i>Macadamia</i> F. Müll. (All/Alle spp.)	Macadamia/Makadamia	B	20	8
<i>Malus</i> Mill. (All/Alle spp.)	Apple/Appel	B	25	8
<i>Mandevilla</i> Lindl. (= <i>Dipladenia</i> A. DC.)	Chilean jasmine/Chileense jasmyn...	A	15	5
<i>Mangifera indica</i> L.	Mango	B	20	8
<i>Medicago murex</i> Willd. (See/Sien <i>M.</i> <i>sphaerocarpos</i> Bertol)				
<i>Medicago sativa</i> L.	Lucerne/Lusern	A	15	5
<i>Medicago sphaerocarpos</i> Bertol. (= <i>M.</i> <i>murex</i> Willd.)	Sphere medic/Sferiese medicago	A	15	5
<i>Medicago truncatula</i> Gaertn.	Barrel medic/Medicago	A	15	5
<i>Mimetes</i> Salisb.	Cape bottlebrush/Stompie	B	18	8
<i>Musa acuminata</i> Colla	Banana/Piesang	B	18	8
<i>Narcissus</i> L. (All/Alle spp.)	Narcissus/Narsing	A	15	5

1		2	3	4
Kind of plant/Soort plant				
Botanical name Botaniese naam	Common name Gewone naam	Category Kategorie	Period of plant breeder's right (Years) Termyn van plantelers- reg (Jare)	Period of sole right (Years) Termyn van alleenreg (Jare)
<i>Nephrolepis</i> Schott (All/Alle spp.).....	Sword fern/Swaardvaring	A	15	5
<i>Nerine</i> Herb. (All/Alle spp.).....	Nerine/Nerina, Berglelie	A	15	5
<i>Nerium</i> L. (All/Alle spp.)	Oleander/Selonsroos	A	15	5
<i>Nicotiana tabacum</i> L.	Tobacco/Tabak	A	15	5
<i>Olea</i> L. (All/Alle spp.)	Olives/Olywe	B	20	8
<i>Ophiopogon</i> Ker-Gawl. (All/Alle spp.)	Lilyturf, Mondo, Snake's-beard/ Mondo, Slangbaard	A	15	5
<i>Ornithogalum</i> L. (All/Alle spp.)	Chincherinchee/Tjenkerientjee	A	15	5
<i>Orothamnus</i> Pappe ex Hook	Marsh rose/Vleiroos	B	18	8
<i>Oryza sativa</i> L.	Rice/Rys	A	15	5
<i>Osteospermum</i> L. (All/Alle spp.)	Bitou/Bietou	A	15	5
<i>Panicum antidotale</i> Retz.	Giant panicum, Blue panicum/ Reuse panicum, Blou panicum	A	18	5
<i>Panicum deustum</i> Thunb.	Broad-leaved panicum/Breëblaar- buffelgras	A	15	5
<i>Panicum maximum</i> Jacq.	White buffalo grass/Witbuffelgras	A	15	5
<i>Paranomus</i> Salisb.	Paranomus	B	15	8
<i>Passiflora edulis</i> Sims	Granadilla/Grenadella, Granadilla	B	18	8
<i>Pelargonium</i> L'Hérit (All/Alle spp.)	Geranium, Pelargonium/Malva	A	15	5
<i>Pennisetum glaucum</i> (L.) R.Br. emend. Stuntz	Pearl millet/Babala	A	15	5
<i>Persea americana</i> Mill.	Avocado/Avokado	B	20	5
<i>Petunia</i> Juss. (All/Alle spp.)	Petunia	A	15	5
<i>Phalaris aquatica</i> Hack.	Phalaris	A	15	5
<i>Phaseolus coccineus</i> L.	Kidney Bean/Nierboon	A	15	5
<i>Phaseolus vulgaris</i> L.	Bean/Boon	A	15	5
<i>Philodendron</i> Schott (All/Alle spp.).....	Philodendron, Elephant's ear/ Olifantsoor	A	15	5
<i>Phlox</i> L. (All/Alle spp.)	Phlox/Floks	A	15	5
<i>Phoenix dactylifera</i> L.	Date palm/Dadelpalm	B	25	8
<i>Phormium</i> J. R. Forster et G. Forster (All/Alle spp.)	Flax/Vlas	A	15	5
<i>Pisum</i> L. (All/Alle spp.)	Pea/Ertjie	A	15	5
<i>Plumbago</i> L. (All/Alle spp.)	Leadwort/Loodkruid	A	15	5
<i>Protea</i> L.	Protea, Sugarbush/Protea, Suiker- bos	B	18	8
<i>Prunus amygdalus</i> Batsch [See/Sien <i>Prunus dulcis</i> (Mill.) D. Webb]				
<i>Prunus armeniaca</i> L.	Apricot/Appelkoos	B	18	8
<i>Prunus avium</i> (L.) L.	Sweet cherry/Soetkersie	B	18	8
<i>Prunus cerasus</i> L.	Sour cherry/Suurkersie	B	18	8
<i>Prunus domestica</i> L.	European plum/Europese pruim, Pruimedant	B	20	8
<i>Prunus dulcis</i> (Mill.) D. Webb (= <i>Pru- nus amygdalus</i> Batsch)	Almond/Amandel	B	20	8
<i>Prunus persica</i> (L.) Batsch	Peach/Perske	B	25	8

1		2	3	4
Kind of plant/Soort plant				
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<i>Prunus persica</i> (L.) Batsch var. <i>nucipersica</i> Schneid.	Nectarine/Nektarien	B	25	8
<i>Prunus salicina</i> Lindl.	Japanese plum/Japanse pruim	B	20	8
<i>Psidium guajava</i> L.	Guava/Koejawel	B	18	8
<i>Pyrus</i> L.	Pear/Peer	B	25	8
<i>Raphanus sativus</i> L. var. <i>oleiformis</i> Pers.	Fodder radish/Voerradys	A	15	5
<i>Rhododendron</i> L. (All/Alle spp.)	Rhododendron, Rosebay, Azalea/ Azalea, Bergroos	A	15	5
<i>Ribes</i> L. (All/Alle spp.)	Currant, Gooseberry/Kruisbessie	B	20	8
<i>Ricinus communis</i> L.	Castor bean, Castor-oil-plant/Kas- terolie	A	15	5
<i>Rosa</i> L. (All/Alle spp.)	Rose/Roos	B	15	5
<i>Rosmarinus</i> L. (All/Alle spp.)	Rosemary/Roosmaryn	A	15	5
<i>Rubus</i> L. (All/Alle spp.)	Bramble, Raspberry/Braam, Fram- boos	B	20	8
<i>Saintpaulia ionantha</i> H. Wendl.	African violet/Usambaraviooltjie	A	15	5
<i>Scabiosa</i> L. (All/Alle spp.)	Pincushion flower/Koringblom, Sca- biosa	A	15	5
<i>Scaevola</i> L.	Scaevola	A	15	5
<i>Secale cereale</i> L.	Rye/Rog	A	15	5
<i>Serruria</i> Salisb.	Spider bush, Blushing bride/Spinne- kopbos, Bruidsblom	B	18	8
<i>Setaria nigrirostris</i> (Nees) Dur. et Schinz	Black seed bristle grass/Swartsaad- mannagras	A	15	5
<i>Setaria sphacelata</i> (Schum.) Stapf et C. E. Hubb.	Common setaria/Gewone setaria	A	15	5
<i>Solanum melongena</i> L. var. <i>esculen- tum</i> Nees	Egg fruit, Aubergine, Brinjal/Eiervrug	A	15	5
<i>Solanum tuberosum</i> L.	Potato/Aartappel	A	20	8
<i>Sorghum bicolor</i> (L.) Moench	Grain sorghum/Graansorghum	A	15	5
<i>Sorghum</i> spp. [<i>S. alnum</i> Parodi, <i>S. sudanense</i> (Piper) Stapf and/en hybrids/hibriede]	Forage sorghum/Voersorghum	A	15	5
<i>Spathiphyllum</i> Schott (All/Alle spp.)	Spathe flower, White sails/ Seilbootjies	A	15	5
<i>Strelitzia</i> Ait. (All/Alle spp.)	Strelitzia	A	15	5
<i>Syzygium</i> Gaertn. (All/Alle spp.)	Waterwood trees/Waterhoutbome....	A	15	5
<i>Thea sinensis</i> L. [See/Sien <i>Camellia sinensis</i> (L.) O. Kuntze]				
<i>Tibouchina</i> Aubl. (All/Alle spp.)	Glory bush tree/Gloriebosboom, Lasiandra	A	15	5
<i>Trifolium hybridum</i> L.	Alsike clover/Alsike-klawer	A	15	5
<i>Trifolium pratense</i> L.	Red clover/Rooiklawer	A	15	5
<i>Trifolium repens</i> L.	White clover/Witklawer	A	15	5
<i>Trifolium resupinatum</i> L.	Persian clover/Persiese klawer	A	15	5
<i>Trifolium subterraneum</i> L.	Subterranean clover/Ondergrondse klawer	A	15	5

1		2	3	4
Kind of plant/Soort plant				
Botanical name Botaniese naam	Common name Gewone naam	Category Kategorie	Period of plant breeder's right (Years) Termyn van planttelers- reg (Jare)	Period of sole right (Years) Termyn van alleenreg (Jare)
X <i>Triticosecale</i> Witt. (<i>Triticum</i> X <i>Secale</i>)	Triticale/Triticale, Korog.....	A	15	5
<i>Triticum</i> L. (All/Alle spp.)	Wheat/Koring	A	15	5
<i>Tropaeolum</i> L. (All/Alle spp.)	Nasturtium/Kappertjie.....	A	15	5
<i>Tulbaghia</i> L. (All/Alle spp.)	Wild garlic/Wilde knoffel	A	15	5
<i>Vaccinium</i> L. (All/Alle spp.)	Blueberry, Cranberry/Bosbessie	B	20	8
<i>Verbena</i> L. (All/Alle spp.)	Vervain/Verbena	A	15	5
<i>Vicia faba</i> L. var. <i>major</i> Harz.	Broad bean/Boerboon	A	15	5
<i>Vigna unguiculata</i> (L.) Walp. [includ- ing/insluitend <i>V. sinensis</i> (L.) Savi ex Hassk.; <i>Dolichos biflorus</i> L.]	Cowpea/Akkerboon.....	A	15	5
<i>Viola</i> L.	Violet/Viooltjie.....	A	15	5
<i>Vitis</i> L.	Grape/Druif.....	B	20	8
<i>Zantedeschia</i> Sprengel (All/Alle spp.) .	Arum lily/Aronskelk, Varkoor	A	15	5
<i>Zea mays</i> L.	Grain maize/Graanmielie.....	A	15	5
<i>Zea mays</i> L. var. <i>saccharata</i> Bailey	Sweetcorn, Popcorn/Soetmielie, Suikermielie, Springmielie	A	15	5."

ANNEXURE B • AANHANGSEL B

"TABLE 2 • TABEL 2

FEES PAYABLE • GELDE BETAALBAAR

No.	Purpose/Doel	Amount/Bedrag
1.	Application for a plant breeder's right/Aansoek om 'n planttelersreg. [Reg. 4 (2) (e)]	R514,00 each/elk.
2.	Priority claim for the granting of a plant breeder's right/Aanspraak op voorrang vir die verlening van 'n planttelersreg. [Reg. 5 (2) (c)]	R115,00 each/elk.
3.	Objection to an application for the granting of a plant breeder's right/Beswaar teen 'n aansoek om die toestaan van 'n planttelersreg. [Reg. 9 (1) (e)]	R115,00 each/elk.
4.	Furnishing of the results of tests and trials to the appropriate authority in a convention country or an agreement country/Voorsiening van die resultate van toetse en proewe aan die toepaslike gesag in 'n konvensiëland of 'n ooreenkomsland [Reg. 10 (3)]	R1 372,00 each/elk.
5.	Application for the issue of a compulsory licence/Aansoek om die uitreiking van 'n verpligte lisensie [Reg. 15 (1) (d)]	R231,00 each/elk.
6.	Notice of the transfer of a plant breeder's right/Kennisgewing van die oordrag van 'n planttelersreg. [Reg. 16 (2) (b)]	R330,00 each/elk.
7.	Application for the alteration or supplementation of the denomination of a variety/Aansoek om die wysiging of aanvulling van die benaming van 'n variëteit. [Reg. 17 (1) (b)]	R3 000,00 each/elk.
8.	Objection to an application for the alteration or supplementation of the denomination of a variety/Beswaar teen 'n aansoek om die wysiging of aanvulling van die benaming van 'n variëteit. [Reg. 17 (3) (e)]	R115,00 each/elk.
9.	Objection to intended termination of a plant breeder's right/Beswaar teen voorgenome beëindiging van 'n planttelersreg. [Reg. 18 (1) (f)]	R115,00 each/elk.
10.	Notice of the voluntary surrender of a plant breeder's right/Kennisgewing van die vrywillige afstanddoening van 'n planttelersreg. [Reg. 19 (1) (b) (i)]	R115,00 each/elk.
11.	Inspection of the register of plant breeders' rights/Insae in die register van planttelersregte. [Reg. 22 (2)]	Gratis.

No.	Purpose/Doel	Amount/Bedrag
12.	Application to inspect documents pertaining to a plant breeder's right or for a certificate by the registrar/Aansoek om insae in dokumente in verband met 'n planttelersreg of om 'n sertifikaat deur die registrateur. [Reg. 23 (2)]	R60,00 per occasion or certificate/per geleentheid of sertifikaat.
13.	Lodging of appeal against a decision or action taken by the registrar/Indiening van appèl teen 'n beslissing van of stappe gedoen deur die registrateur. [Reg. 24 (1) (d)]	R500,00 each/elk.
14.	Examination fees for plant breeder's rights: Category A (Agronomic, vegetable, pasture crops and ornamentals)/Ondersoekgelde vir planttelersregte: Kategorie A (Akkerbou, groente-, weidingsgewasse en sierplante)	R950,00 each/elk.
15.	Examination fees for plant breeders' rights: Category B (Fruit, vines, citrus and proteas)/Ondersoekgelde vir planttelersregte: Kategorie B (Vrugte, wingerd, sitrus en proteas)	R1 350,00 each/elk.
16.	Annual fees for plant breeders' rights/Jaargelde vir planttelersregte	R120,00 each/elk. "

DEPARTMENT OF FINANCE**No. R. 1610 20 October 1995****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE No. 4 (No. 4/179)**

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

A. ERWIN,
Deputy Minister of Finance.

DEPARTEMENT VAN FINANSIES**No. R. 1610 20 Oktober 1995****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE No. 4 (No. 4/179)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 4 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

A. ERWIN,
Adjunkminister van Finansies.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
412.18				By the deletion of rebate item 412.18.		

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
412.18				Deur kortingitem 412.18 te skrap.		

DEPARTMENT OF LABOUR**No. R. 1587 20 October 1995****LABOUR RELATIONS ACT, 1956****LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL: 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 31 December 1995, 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; and

DEPARTEMENT VAN ARBEID**No. R. 1587 20 Oktober 1995****WET OP ARBEIDSVERHOUDINGE, 1956****DRANK-, VERVERSINGS- EN AKKOMMODASIE-BEDRYF, SUIDKUS, NATAL: 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 31 Desember 1995 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; 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 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 31 December 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.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL

AGREEMENT

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

Natal South Coast Liquor, Catering and Accommodation Association

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

The Natal Liquor and Catering Trades Employees' Union

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

being the parties to the Industrial Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal,

to amend the Agreement, published under Government Notice No. R. 315 of 24 February 1978, as amended and renewed by Government Notices Nos. R. 747 and R. 748 of 3 April 1981, R. 842 and R. 843 of 12 April 1985, R. 111 of 16 January 1987, R. 1402 of 26 June 1987, R. 64 of 22 January 1988, R. 1357 of 8 July 1988, R. 61 of 13 January 1989, R. 2372 of 21 August 1992, R. 1677 of 10 September 1993, R. 1246 of 15 July 1994 and R. 636 of 5 May 1995.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Liquor Trade, the Private Hotel and Boarding-house Trades and the Trade of Letting Flats and/or Rooms—

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

(b) in the Magisterial Districts of Port Shepstone, Umzinto and Durban (excluding the area within a radius of 16,09 kilometres of the General Post Office, Durban, and that part which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi).

(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 the Main Agreement.

2. CLAUSE 5: PUBLIC HOLIDAYS

Substitute the following for subclause (5):

"(5) *Public holidays:* (a) All employees shall be entitled to and be granted leave on full pay on New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Worker's Day, Youth Day, National

(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 31 Desember 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.

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS- EN AKKOMMODASIEBEDRYF, SUIDKUS, NATAL

OOREENKOMS

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

Natal South Coast Liquor, Catering and Accommodation Association

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

The Natal Liquor and Catering Trades Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Drank-, Verversings- en Akkommodasiebedryf, Suidkus, Natal,

om die Ooreenkoms, gepubliseer by Goewermmentskennisgewing No. R. 315 van 24 Februarie 1978, soos gewysig en hernieu by Goewermmentskennisgewings Nos. R. 747 en R. 748 van 3 April 1981, R. 842 en R. 843 van 12 April 1985, R. 111 van 16 Januarie 1987, R. 1402 van 26 Junie 1987, R. 64 van 22 Januarie 1988, R. 1357 van 8 Julie 1988, R. 61 van 13 Januarie 1989, R. 2372 van 21 Augustus 1992, R. 1677 van 10 September 1993, R. 1246 van 15 Julie 1994 en R. 636 van 5 Mei 1995, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Drankbedryf, die Privaathotel- en Losieshuisbedryf en die Bedryf vir die Verhuur van Woonstelle en/of Kamers—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die landdrosdistrikte Port Shepstone, Umzinto en Durban (uitgesonderd die gebied binne 'n radius van 16,09 kilometer vanaf die Hoofposkantoor, Durban, en daardie gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het).

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in die Hoofooreenkoms voorgeskrif word.

2. KLOUSULE 5: OPENBARE VAKANSIEDAE

Vervang subklousule (5) deur die volgende:

"(5) *Openbare vakansiedae:* (a) Alle werknemers is geregtig op verlof met volle besoldiging, wat aan hom toegestaan moet word op, Nuwejaarsdag, Menseregte-dag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkers-

Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill: Provided that whenever any of the said public holidays falls on a Sunday, the following Monday shall be a public holiday: Provided further that any of the said public holidays shall be exchangeable for any other day which is fixed by Agreement or agreed to between an employer and employee.

(b) *Payment for work on public holidays:* Whenever an employee entitled to leave on full pay in terms of paragraph (a) works or is on his normal day off on any of those days, his employer shall pay him in respect of each such day in addition to normal wages remuneration at a rate of not less than his daily wage: Provided that where an employee was on his normal day off on such day his employer may, instead of paying him an additional day's wage, grant him an additional day off on full pay.

(c) Where a public holiday on which an employee shall in terms of paragraph (a) be entitled to leave on full pay falls within the period of annual leave granted to him in terms of clause 5 (1), another day shall, in substitution for each day, be added to the said period of leave on full pay."

3. CLAUSE 7: COUNCIL FUNDS

In subclause (1), substitute the expression "R2,50" for the expression "30c".

4. CLAUSE 17: REMUNERATION

In subclause (1), substitute the following for Schedules A, B and C.

dag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag en Welwillendheidsdag: Met dien verstande dat wanneer ook al enige van die gemelde openbare vakansiedae op 'n Sondag val, die daaropvolgende Maandag 'n openbare vakansiedag sal wees: Met dien verstande verder dat enige van die gemelde vakansiedae uitruilbaar sal wees met enige ander dag wat by wyse van ooreenkoms vasgestel word of waarop tussen 'n werkgewer en werknemer ooreengekom word.

(b) *Besoldiging vir werk op openbare vakansiedae:* Wanneer 'n werknemer wat ingevolge paragraaf (a) geregtig is op verlof met volle besoldiging op enigen van hierdie dae werk of afwesig is omdat dit sy gewone diensvrye dag is, moet die werkgewer hom ten opsigte van elke sodanige dag benewens sy gewone loon besoldiging betaal teen minstens sy gewone dagloon: Met dien verstande dat wanneer 'n werknemer se gewone diensvrye dag op so 'n dag val sy werkgewer hom 'n bykomende diensvrye dag met volle besoldiging kan toestaan in plaas van 'n bykomende dag se loon aan hom te betaal.

(c) Wanneer 'n openbare vakansiedag waarop 'n werknemer ingevolge paragraaf (a) geregtig is op verlof met volle besoldiging binne die tydperk van jaarlikse verlof val wat ingevolge klousule 5 (1) aan hom toegestaan word, moet 'n ander dag, ter vervanging van elke sodanige dag, by genoemde tydperk van verlof met volle besoldiging gevoeg word."

3. KLOUSULE 7: FONSE VAN DIE RAAD

In subklousule (1), vervang die uitdrukking "R2,50" deur die uitdrukking "30c".

4. KLOUSULE 17: BESOLDIGING

In subklousule (1), vervang Bylaes A, B en C deur die volgende:

"SCHEDULE A

SCALE OF REMUNERATION IN THE LIQUOR TRADE

	Monthly	Weekly	Daily	Hourly	Weekly pro rata leave pay	
					Under three years	Over three years
Assistant manager	807,00	186,37	31,06	3,88	11,41	15,53
Barman—						
first year of experience	667,00	154,04	25,67	3,21	9,43	—
second year of experience	716,00	165,36	27,56	3,44	10,12	—
third year of experience	793,00	183,14	30,52	3,82	11,21	—
thereafter	856,00	197,69	32,95	4,12	12,10	16,47
Bookkeeper	903,00	208,55	37,92	4,34	12,77	17,38
Cashier	682,00	157,51	26,25	3,28	9,64	13,13
Clerical employee—						
first year of experience	598,00	138,11	25,11	2,88	8,46	—
second year of experience	611,00	141,11	25,66	2,94	8,64	—
thereafter	709,00	163,74	29,77	3,41	10,03	13,65
Cook—						
first year of experience	593,00	136,95	22,83	2,85	8,38	—
second year of experience	611,00	141,11	23,52	2,94	8,64	—
third year of experience	636,00	146,88	24,48	3,06	8,99	—
thereafter	683,00	157,74	26,29	3,29	9,66	13,15
General service employee	560,00	129,33	21,56	2,69	7,92	10,78
Handyman	611,00	141,11	25,66	2,94	8,64	11,76
Head cook	834,00	192,61	32,10	4,01	11,79	16,05
Hotel trainee—						
first year of experience	584,00	134,87	22,48	2,81	8,26	—
second year of experience	640,00	147,81	24,63	3,08	9,05	—
thereafter	715,00	165,13	27,52	3,44	10,11	13,76

	Monthly	Weekly	Daily	Hourly	Weekly <i>pro rata</i> leave pay	
					Under three years	Over three years
Housekeeper	640,00	147,81	24,63	3,08	9,05	12,32
Kitchen supervisor	653,00	150,81	25,13	3,14	9,23	12,57
Laundry supervisor	653,00	150,81	27,42	3,35	9,23	12,57
Manager	1 058,00	244,34	40,72	5,09	14,96	20,36
Motor vehicle driver	640,00	147,81	24,63	3,08	9,05	12,32
Night porter	653,00	150,81	25,13	3,14	9,23	12,57
Off-sales attendant—						
first year of experience	611,00	141,11	25,66	2,94	8,64	—
second year of experience	653,00	150,81	27,42	3,14	9,23	—
third year of experience	688,00	158,89	28,89	3,31	9,73	—
thereafter	861,00	198,85	36,15	4,14	12,17	16,57
Off-sales manager	871,00	201,15	33,53	4,19	12,32	16,76
Porter	618,00	142,73	23,79	2,97	8,74	11,89
Receptionist	709,00	163,74	27,29	3,41	10,02	13,65
Restaurant manager	793,00	183,14	30,52	3,82	11,21	15,26
Telephone switchboard operator	598,00	138,11	23,02	2,88	8,46	11,51
Head waiter	738,00	170,44	28,41	3,55	10,44	14,20
Waiter/Wine steward—						
first year of experience	560,00	129,33	21,56	2,70	7,92	—
second year of experience	573,00	132,33	22,06	2,76	8,10	—
third year of experience	615,00	142,03	23,67	2,96	8,70	—
thereafter	715,00	165,13	27,52	3,44	10,11	13,76
Watchman	570,00	131,64	21,94	2,63	8,06	10,97"

"BYLAE A

SKAAL VAN BESOLDIGING IN DIE DRANKBEDRYF

	Maandeliks	Weekliks	Daagliks	Uurliks	Verlofsoldy <i>pro rata</i> per week	
					Onder drie jaar	Oor drie jaar
Assistent-bestuurder	807,00	186,37	31,06	3,88	11,41	15,53
Kroegman—						
eerste jaar ondervinding	667,00	154,04	25,67	3,21	9,43	—
tweede jaar ondervinding	716,00	165,36	27,56	3,44	10,12	—
derde jaar ondervinding	793,00	183,14	30,52	3,82	11,21	—
daarna	856,00	197,69	32,95	4,12	12,10	16,47
Boekhouer	903,00	208,55	37,92	4,34	12,77	17,38
Kassier	682,00	157,51	26,25	3,28	9,64	13,13
Klerk—						
eerste jaar ondervinding	598,00	138,11	25,11	2,88	8,46	—
tweede jaar ondervinding	611,00	141,11	25,66	2,94	8,64	—
daarna	709,00	163,74	29,77	3,41	10,03	13,65
Kok—						
eerste jaar ondervinding	593,00	136,95	22,83	2,85	8,38	—
tweede jaar ondervinding	611,00	141,11	23,52	2,94	8,64	—
derde jaar ondervinding	636,00	146,88	24,48	3,06	8,99	—
daarna	683,00	157,74	26,29	3,29	9,66	13,15
Algemene dienstewerknemer	560,00	129,33	21,56	2,69	7,92	10,78
Faktotum	611,00	141,11	25,66	2,94	8,64	11,76
Hoofkok	834,00	192,61	32,10	4,01	11,79	16,05
Hotelkwekling—						
eerste jaar ondervinding	584,00	134,87	22,48	2,81	8,26	—
tweede jaar ondervinding	640,00	147,81	24,63	3,08	9,05	—
daarna	715,00	165,13	27,52	3,44	10,11	13,76
Huishoudster	640,00	147,81	24,63	3,08	9,05	12,32
Kombuistoeshouder	653,00	150,81	25,13	3,14	9,23	12,57
Wasserytoeshouder	653,00	150,81	27,42	3,35	9,23	12,57
Bestuurder	1 058,00	244,34	40,72	5,09	14,96	20,36
Motorvoertuigdrywer	640,00	147,81	24,63	3,08	9,05	12,32
Nagportier	653,00	150,81	25,13	3,14	9,23	12,57

	Maandeliks	Weekliks	Daagliks	Uurliks	Verlofsoldy <i>pro rata</i> per week	
					Onder drie jaar	Oor drie jaar
Buiteverkoopbediener—						
eerste jaar ondervinding	611,00	141,11	25,66	2,94	8,64	—
tweede jaar ondervinding	653,00	150,81	27,42	3,14	9,23	—
derde jaar ondervinding	688,00	158,89	28,89	3,31	9,73	—
daarna	861,00	198,85	36,15	4,14	12,17	16,57
Buiteverkoopbestuurder	871,00	201,15	33,53	4,19	12,32	16,76
Portier	618,00	142,73	23,79	2,97	8,74	11,89
Ontvangsdame	709,00	163,74	27,29	3,41	10,02	13,65
Restaurantbestuurder	793,00	183,14	30,52	3,82	11,21	15,26
Telefonis	598,00	138,11	23,02	2,88	8,46	11,51
Hoofkelner	738,00	170,44	28,41	3,55	10,44	14,20
Kelner/Wynkelner—						
eerste jaar ondervinding	560,00	129,33	21,56	2,70	7,92	—
tweede jaar ondervinding	573,00	132,33	22,06	2,76	8,10	—
derde jaar ondervinding	615,00	142,03	23,67	2,96	8,70	—
daarna	715,00	165,13	27,52	3,44	10,11	13,76
Wag	570,00	131,64	21,94	2,63	8,06	10,97"

"SCHEDULE B**SCALE OF REMUNERATION IN THE ACCOMMODATION TRADES IN THE PORT SHEPSTONE AND UMZINTO MAGISTERIAL DISTRICTS**

	Monthly	Weekly	Daily	Hourly	<i>Pro rata</i> weekly leave	
					Up to three years service	Over three years service
Assistant manager	727,00	167,90	30,53	3,73	10,28	13,99
Caretaker (up to 10 flats)	619,00	142,96	25,99	3,18	8,75	11,91
Caretaker (more than 10 flats)	693,00	160,05	29,10	3,56	9,80	13,34
Clerical employee—						
first year of experience	680,00	157,04	28,55	3,49	9,61	13,09
second year of experience	702,00	162,12	29,48	3,60	9,93	13,51
thereafter	869,00	200,69	36,49	4,46	12,29	16,72
Cook—						
first year of experience	573,00	132,33	24,06	2,94	8,10	11,03
second year of experience	656,00	151,50	27,55	3,37	9,28	12,63
thereafter	680,00	157,04	28,55	3,49	9,61	13,09
General service employee	529,00	122,17	22,21	2,71	7,48	10,18
Handyman	573,00	132,33	24,06	2,94	8,10	11,03
Headwaiter	693,00	160,05	29,10	3,56	9,80	13,34
Housekeeper	680,00	157,04	28,55	3,49	9,61	13,09
Kitchen supervisor	548,00	126,56	23,01	2,81	7,75	10,55
Laundry supervisor	548,00	126,56	23,01	2,81	7,75	10,55
Manager	918,00	212,01	38,55	4,71	12,98	17,67
Motor vehicle driver	608,00	140,42	25,53	3,12	8,60	11,70
Porter/night porter	608,00	140,42	25,53	3,12	8,60	11,70
Receptionist	823,00	190,07	34,56	4,22	11,64	15,84
Telephone switchboard operator	548,00	126,56	23,01	2,81	7,75	10,55
Waiter—						
first year of experience	538,00	124,25	22,59	2,76	7,61	10,35
thereafter	584,00	134,87	24,52	3,00	8,26	11,24
Watchman	633,00	146,19	24,37	2,44	8,95	12,18"

"BYLAE B**SKAAL VAN BESOLDIGING IN DIE AKKOMMODASIEBEDRYF IN DIE LANDDROSDISTRIKTE PORT SHEPSTONE EN UMZINTO**

	Maandeliks	Weekliks	Daagliks	Elke uur	<i>Pro rata</i> weeklikse verlof	
					Tot en met drie jaar diens	Meer as drie jaar diens
Assistent-bestuurder	727,00	167,90	30,53	3,73	10,28	13,99
Opsigter (tot 10 woonstelle)	619,00	142,96	25,99	3,18	8,75	11,91
Opsigter (meer as 10 woonstelle)	693,00	160,05	29,10	3,56	9,80	13,34

	Maandeliks	Weekliks	Daagliks	Elke uur	Pro rata weeklikse verlof	
					Tot en met drie jaar diens	Meer as drie jaar diens
Klerk—						
eerste jaar ondervinding	680,00	157,04	28,55	3,49	9,61	13,09
tweede jaar ondervinding	702,00	162,12	29,48	3,60	9,93	13,51
daarna	869,00	200,69	36,49	4,46	12,29	16,72
Kok—						
eerste jaar ondervinding	573,00	132,33	24,06	2,94	8,10	11,03
tweede jaar ondervinding	656,00	151,50	27,55	3,37	9,28	12,63
daarna	680,00	157,04	28,55	3,49	9,61	13,09
Algemene dienstewerknemer	529,00	122,17	22,21	2,71	7,48	10,18
Faktotum	573,00	132,33	24,06	2,94	8,10	11,03
Hoofkelner	693,00	160,05	29,10	3,56	9,80	13,34
Huishoudster	680,00	157,04	28,55	3,49	9,61	13,09
Kombuistoessighouer	548,00	126,56	23,01	2,81	7,75	10,55
Wasserytoessighouer	548,00	126,56	23,01	2,81	7,75	10,55
Bestuurder	918,00	212,01	38,55	4,71	12,98	17,67
Motorvoertuigdrywer	608,00	140,42	25,53	3,12	8,60	11,70
Portier/nagportier	608,00	140,42	25,53	3,12	8,60	11,70
Ontvangsdame	823,00	190,07	34,56	4,22	11,64	15,84
Telefonis	548,00	126,56	23,01	2,81	7,75	10,55
Kelner—						
eerste jaar ondervinding	538,00	124,25	22,59	2,76	7,61	10,35
daarna	584,00	134,87	24,52	3,00	8,26	11,24
Wag	633,00	146,19	24,37	2,44	8,95	12,18"

"SCHEDULE C

Scale of remuneration in the Accommodation Trades in the Magisterial District of Durban (excluding the area within a radius of 16,09 kilometres from the General Post Office, Durban, and that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi).

	Monthly	Weekly	Daily	Hourly	Pro rata weekly leave	
					Up to three years service	Over three years service
Assistant manager	751,00	173,44	31,53	3,85	10,62	14,45
Caretaker (up to 10 flats)	751,00	173,44	31,53	3,85	10,62	14,45
Caretaker (more than 10 flats)	823,00	190,07	34,56	4,22	11,64	15,84
Clerical employee—						
first year of experience	680,00	157,04	28,55	3,49	9,61	13,09
second year of experience	702,00	162,12	29,48	3,60	9,93	13,51
thereafter	869,00	200,69	36,49	4,46	12,29	16,72
Cook—						
first year of experience	573,00	132,33	24,06	2,94	8,10	11,03
second year of experience	673,00	155,43	28,26	3,45	9,52	12,95
thereafter	702,00	162,12	29,48	3,60	9,93	13,51
General service employee	558,00	128,87	23,43	2,86	7,89	10,74
Handyman	608,00	140,42	25,53	3,12	8,60	11,70
Headwaiter	702,00	162,12	29,48	3,60	9,93	13,51
Housekeeper	727,00	167,90	30,53	3,73	10,28	13,99
Kitchen supervisor	573,00	132,33	24,06	2,94	8,10	11,03

	Monthly	Weekly	Daily	Hourly	Pro rata weekly leave	
					Up to three years service	Over three years service
Laundry supervisor	573,00	132,33	24,06	2,94	8,10	11,03
Manager	941,00	217,32	39,51	4,83	13,31	18,11
Motor vehicle driver	633,00	146,19	26,58	3,25	8,95	12,18
Porter/night porter	633,00	146,19	26,58	3,25	8,95	12,18
Receptionist	823,00	190,07	34,56	4,22	11,64	15,84
Telephone switchboard operator	559,00	129,10	23,47	2,87	7,90	10,76
Waiter—						
first year of experience	561,00	129,56	23,56	2,88	7,93	10,80
thereafter	633,00	146,19	26,58	3,25	8,95	12,18
Watchman	658,00	151,96	25,33	2,53	9,30	12,66"

"BYLAE C

Skaal van besoldiging in die Akkommodasiebedryf in die landdrostdistrik Durban (uitgesonderd die gebied binne 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Durban, en daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het).

	Maandeliks	Weekliks	Daagliks	Elke uur	Pro rata weeklikse verlof	
					Tot en met drie jaar diens	Meer as drie jaar diens
Assistent-bestuurder	751,00	173,44	31,53	3,85	10,62	14,45
Opsigter (tot 10 woonstelle)	751,00	173,44	31,53	3,85	10,62	14,45
Opsigter (meer as 10 woonstelle)	823,00	190,07	34,56	4,22	11,64	15,84
Klerk—						
eerste jaar ondervinding	680,00	157,04	28,55	3,49	9,61	13,09
tweede jaar ondervinding	702,00	162,12	29,48	3,60	9,93	13,51
daarna	869,00	200,69	36,49	4,46	12,29	16,72
Kok—						
eerste jaar ondervinding	573,00	132,33	24,06	2,94	8,10	11,03
tweede jaar ondervinding	673,00	155,43	28,26	3,45	9,52	12,95
daarna	702,00	162,12	29,48	3,60	9,93	13,51
Algemene dienstewerknemer	558,00	128,87	23,43	2,86	7,89	10,74
Faktotum	608,00	140,42	25,53	3,12	8,60	11,70
Hoofkelner	702,00	162,12	29,48	3,60	9,93	13,51
Huishoudster	727,00	167,90	30,53	3,73	10,28	13,99
Kombuistoessighouer	573,00	132,33	24,06	2,94	8,10	11,03
Wasserytoessighouer	573,00	132,33	24,06	2,94	8,10	11,03
Bestuurder	941,00	217,32	39,51	4,83	13,31	18,11
Motorvoertuigdrywer	633,00	146,19	26,58	3,25	8,95	12,18
Portier/nagportier	633,00	146,19	26,58	3,25	8,95	12,18
Ontvangsdame	823,00	190,07	34,56	4,22	11,64	15,84
Telefonis	559,00	129,10	23,47	2,87	7,90	10,76
Kelner—						
eerste jaar ondervinding	561,00	129,56	23,56	2,88	7,93	10,80
daarna	633,00	146,19	26,58	3,25	8,95	12,18
Wag	658,00	151,96	25,33	2,53	9,30	12,66"

Signed at Port Shepstone, on behalf of the parties, this 25th day of January 1995.

D. G. COMINOS,
Chairman of the Council.

L. REDDY,
Vice-Chairman of the Council.

C. DHRUMARAJ,
Acting Secretary of the Council.

Namens die partye op hede die 25ste dag van Januarie 1995 te Port Shepstone onderteken.

D. G. COMINOS,
Voorsitter van die Raad.

L. REDDY,
Ondervoorsitter van die Raad.

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Waarnemende Sekretaris.

No. R. 1608

20 October 1995

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY

CORRECTION NOTICE

The following corrections to Government Notice No. R. 838 appearing in *Government Gazette* No. 16466 of 23 June 1995, are hereby published for general information:

A. In the Afrikaans text of the Schedule:

1. Afdeling A

(a) KLOUSULE 2: WOORDOMSKRYWING

Substitute "afloswerknemer" for "aflosklerk" in paragraph (111).

(b) KLOUSULE 15: DROSTERY

Substitute "werkgewer" for "werknemer" in the last line of subclause (c).

(c) KLOUSULE 17: OPENBARE VAKANSIEDAE

Substitute "5 (4)" for "5 (5)" in the fifth line of subclause (3).

2. Afdeling B

Substitute the following for page 51:

"(11) By diensbeëindiging van 'n werknemer wat kragtens subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het maar wat nie sy verlof op die datum van sodanige beëindiging toegestaan is of dit geneem het nie, moet sy werkgewer hom verlofbesoldiging, bereken in ooreenstemming met subklousule (12) van hierdie klousule, asook verlofbonus in ooreenstemming met subklousule (13) van hierdie klousule betaal.

(12) (a) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule gekwalifiseer het, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-veertigstes van een week se besoldiging vir elke voltooide diensspan vanaf die datum waarop hy by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken "diensspan" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke diens is die verlofbesoldiging $\frac{1}{8} \times$ drie weke se besoldiging;

No. R. 1608

20 Oktober 1995

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID

VERBETERINGSKENNISGEWING

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 838 wat in *Staatskoerant* No. 16466 van 23 Junie 1995 verskyn, word hierby vir algemene inligting gepubliseer:

A. In die Afrikaanse teks van die Bylae:

1. Afdeling A

(a) KLOUSULE 2: WOORDOMSKRYWING

In paragraaf (111) vervang "aflosklerk" met "afloswerknemer".

(b) KLOUSULE 15: DROSTERY

In die laaste reël van subklousule (c) vervang "werknemer" met "werkgewer".

(c) KLOUSULE 17: OPENBARE VAKANSIEDAE

In die vyfde reël van subklousule (3) vervang "5 (5)" met "5 (4)".

2. Afdeling B

Vervang bladsy 51 deur die volgende:

"(11) By diensbeëindiging van 'n werknemer wat kragtens subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het maar wat nie sy verlof op die datum van sodanige beëindiging toegestaan is of dit geneem het nie, moet sy werkgewer hom verlofbesoldiging, bereken in ooreenstemming met subklousule (12) van hierdie klousule, asook verlofbonus in ooreenstemming met subklousule (13) van hierdie klousule betaal.

(12) (a) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule gekwalifiseer het, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-veertigstes van een week se besoldiging vir elke voltooide diensspan vanaf die datum waarop hy by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken "diensspan" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke diens is die verlofbesoldiging $\frac{1}{8} \times$ drie weke se besoldiging;

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloopt in—

ses maande, dus $\frac{1}{2} \times \frac{9}{13} \times$ een maand se besoldiging;

13 weke, dus $\frac{1}{4} \times \frac{9}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{12} \times \frac{9}{13} \times$ een maand se besoldiging.)

(b) In die geval van 'n motorvoertuigverkoopspersoon of leweransierverkoopspersoon, word opgehoopte verlofbesoldiging bereken teen 'n bedrag gelykstaande aan tweemaal basiese maandelikse besoldiging, maar hoogstens R4 000 in die geheel.

(13) (a) Werkgewers moet 'n vakansiebonus betaal aan werknemers vir wie lone in paragrawe (a) en (c) van die Bylae van klousule 3 van hierdie Afdeling voorgeskryf word en aan deeltydse werknemers wat gewoonlik vier uur of meer per dag of 20 uur of meer per week werk en wat kwalifiseer vir jaarlikse verlof met besoldiging.

(b) Die bedrag van die vakansiebonus in paragraaf (a) van hierdie subklousule bedoel, is twee weke se loon.

(c) Die vakansiebonus word verskuldig en betaalbaar op die datum waarop die jaarlikse verlof verskuldig word.

(d) Betaling van die bonus soos voorgeskryf kragtens subklousule (13) (a), sal na wedersydse ooreenkoms tussen die werknemer, geskied soos volg, naamlik—

(i) by voltooiing van 12 maande diens; of

(ii) aan die begin van die werknemer se jaarlikse verlof; of

(iii) nie later as die 20ste dag van Desember van elke jaar:

Met dien verstande dat in die geval waar die werkgever en sy werknemer nie ooreenkoms bereik het nie, die bonus aan die werknemer by voltooiing van sy verlofsiklus betaalbaar is.

(e) 'n Werknemer wat 12 maande of langer diens het en wat ontslaan word of sy werk verlaat, is geregtig op betaling van 'n opgehoopte vakansiebonus gelykstaande aan twee".

3. Afdeling C—Hoofstuk 1

(a) KLOUSULE 2: WOORDOMSKRYWING

Insert the following subclause between subclauses (5) and (6):

"(5A) dieselpompkamerassistent 'n werknemer wat hoofsaaklik of uitsluitlik—

- inspuisers monteer, maar nie kalibreer nie;
- spuiters met die hand en/of 'n handmasjien fynslyp;
- pompe op toetsbanke plaas en daarvan afneem;
- brandstofpompe, inspuisers en turboaanjaers uitmekaarhaal en skoonmaak.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloopt in—

ses maande, dus $\frac{1}{2} \times \frac{9}{13} \times$ een maand se besoldiging;

13 weke, dus $\frac{1}{4} \times \frac{9}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{12} \times \frac{9}{13} \times$ een maand se besoldiging.)

(b) In die geval van 'n motorvoertuigverkoopspersoon of leweransierverkoopspersoon, word opgehoopte verlofbesoldiging bereken teen 'n bedrag gelykstaande aan tweemaal basiese maandelikse besoldiging, maar hoogstens R4 000 in die geheel.

(13) (a) Werkgewers moet 'n vakansiebonus betaal aan werknemers vir wie lone in paragrawe (a) en (c) van die Bylae van klousule 3 van hierdie Afdeling voorgeskryf word en aan deeltydse werknemers wat gewoonlik vier uur of meer per dag of 20 uur of meer per week werk en wat kwalifiseer vir jaarlikse verlof met besoldiging.

(b) Die bedrag van die vakansiebonus in paragraaf (a) van hierdie subklousule bedoel, is twee weke se loon.

(c) Die vakansiebonus word verskuldig en betaalbaar op die datum waarop die jaarlikse verlof verskuldig word.

(d) Betaling van die bonus soos voorgeskryf kragtens subklousule (13) (a), sal na wedersydse ooreenkoms tussen die werknemer, geskied soos volg, naamlik—

(i) by voltooiing van 12 maande diens; of

(ii) aan die begin van die werknemer se jaarlikse verlof; of

(iii) nie later as die 20ste dag van Desember van elke jaar:

Met dien verstande dat in die geval waar die werkgever en sy werknemer nie ooreenkoms bereik het nie, die bonus aan die werknemer by voltooiing van sy verlofsiklus betaalbaar is.

(e) 'n Werknemer wat 12 maande of langer diens het en wat ontslaan word of sy werk verlaat, is geregtig op betaling van 'n opgehoopte vakansiebonus gelykstaande aan twee".

3. Afdeling C—Hoofstuk 1

(a) KLOUSULE 2: WOORDOMSKRYWING

Voeg die volgende subklousule in tussen subklousules (5) en (6):

"(5A) dieselpompkamerassistent 'n werknemer wat hoofsaaklik of uitsluitlik—

- inspuisers monteer, maar nie kalibreer nie;
- spuiters met die hand en/of 'n handmasjien fynslyp;
- pompe op toetsbanke plaas en daarvan afneem;
- brandstofpompe, inspuisers en turboaanjaers uitmekaarhaal en skoonmaak.

(Opmerking: Die getal dieselpompkamerassistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 13 van Hoofstuk I en klousule 3 (3) van Hoofstuk IV van Afdeling C van hierdie Ooreenkoms.);".

(b) KLOUSULE 5: OORTYDWERK

Substitute "48" for "72" in subclause (2) (b) (iv).

(c) KLOUSULE 9: JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

Delete subclause (13).

4. Afdeling C—Hoofstuk II—Deel I

KLOUSULE 8: OORTYDWERK

Substitute "48" for "72" in subclause (2) (b) (iv).

5. Afdeling C—Hoofstuk IV

(a) KLOUSULE 2: WOORDOMSKRYWING

In subclause (2) "dieselpompkamer-assistent" substitute "(graad 5-werknemer)" for "(graad 2-werknemer)".

(b) KLOUSULE 4: LONE

In the "Loonbylae" opposite "Wag" substitute "178,00" for "175,00".

6. Afdeling C—Hoofstuk V

(a) KLOUSULE 2: WOORDOMSKRYWING

In subclause (2) "remtrommelskiller" substitute "(graad 5-werknemer)" for "(graad 2-werknemer)".

(b) KLOUSULE 10: JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

Substitute the following for page 142:

"(9) By beëindiging van die diens van 'n werknemer wat ingevolge subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het maar aan wie die verlof op die datum van sodanige beëindiging nog nie toegestaan is nie of wat dit nog nie geneem het nie, moet die werkgewer hom 'n bedrag van verlofbesoldiging betaal wat bereken is ooreenkomstig subklousule (10) van hierdie klousule.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule kwalifiseer, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-veertigstes van een week se besoldiging vir elke voltooide diensspan vanaf die datum waarop hy by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule, beteken "diensspan" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(Opmerking: Die getal dieselpompkamerassistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 13 van Hoofstuk I en klousule 3 (3) van Hoofstuk IV van Afdeling C van hierdie Ooreenkoms.);".

(b) KLOUSULE 5: OORTYDWERK

In subklousule (2) (b) (iv) vervang "72" met "48".

(c) KLOUSULE 9: JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

Skrap subklousule (13).

4. Afdeling C—Hoofstuk II—Deel I

KLOUSULE 8: OORTYDWERK

In subklousule (2) (b) (iv) vervang "72" deur "48".

5. Afdeling C—Hoofstuk IV

(a) KLOUSULE 2: WOORDOMSKRYWING

In subklousule (2) "dieselpompkamer-assistent" vervang "(graad 2-werknemer)" met "(graad 5-werknemer)".

(b) KLOUSULE 4: LONE

In die Loonbylae teenoor "Wag" vervang "175,00" met "178,00".

6. Afdeling C—Hoofstuk V

(a) KLOUSULE 2: WOORDOMSKRYWING

In subklousule (2) "remtrommelskiller" vervang "(graad 2-werknemer)" met "(graad 5-werknemer)".

(b) KLOUSULE 10: JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

Vervang bladsy 142 deur die volgende:

"(9) By beëindiging van die diens van 'n werknemer wat ingevolge subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het maar aan wie die verlof op die datum van sodanige beëindiging nog nie toegestaan is nie of wat dit nog nie geneem het nie, moet die werkgewer hom 'n bedrag van verlofbesoldiging betaal wat bereken is ooreenkomstig subklousule (10) van hierdie klousule.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule kwalifiseer, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-veertigstes van een week se besoldiging vir elke voltooide diensspan vanaf die datum waarop hy by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule, beteken "diensspan" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof moet bereken word deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus—

vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke se diens is die verlofbesoldiging $\frac{5}{12} \times$ drie weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloopt in—

ses maande, dus $\frac{1}{2} \times \frac{9}{13} \times$ een maand se besoldiging;

13 weke, dus $\frac{1}{4} \times \frac{9}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{12} \times \frac{9}{13} \times$ een maand se besoldiging.)

(11) In die geval van alle werknemers moet die besoldiging van opgelope verlof in subklousule (10) van hierdie klousule bedoel regstreeks aan die werknemer by diensbeëindiging betaal word.

(12) Besoldiging vir opgelope verlof wat deur 'n werkgever ten behoeve van 'n werknemer gehou word wat weens gesondheidsredes of weens ander ongeskiktheid nie meer sy beroep kan voortsit nie, moet onmiddellik aan die werknemer betaalbaar word, en geld vir opgelope verlof wat verskuldig is aan 'n werknemer wat in die loop van sy diens te sterwe kom, moet onmiddellik aan sy boedel betaalbaar word.

(13) (a) 'n Werkgever kan te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde sy werknemers jaarlikse verlof toe te staan soos in hierdie klousule voorgeskryf, en waar 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskrewe tydperk van jaarlikse verlof geregtig is nie, moet die werkgever hom 'n bedrag betaal op die grondslag wat in subklousule (10) van hierdie klousule voorgeskryf word, asof sy diens beëindig is, plus besoldiging ten opsigte van dié openbare vakansiedae met besoldiging wat binne die tydperk val wat die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof getel moet word, en wel teen 'n skaal van minstens dié wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis kan word of hulle toegelaat kan word om gedurende die tydperk te werk waarin die bedryfsinrigting ingevolge hierdie paragraaf gesluit is.

(b) Vir die toepassing van hierdie klousule beteken "onderhoudspersoneel" werknemers in diens vir die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie."

(Opmerking: Besoldiging vir opgelope verlof moet bereken word deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus—

vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke se diens is die verlofbesoldiging $\frac{5}{12} \times$ drie weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloopt in—

ses maande, dus $\frac{1}{2} \times \frac{9}{13} \times$ een maand se besoldiging;

13 weke, dus $\frac{1}{4} \times \frac{9}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{12} \times \frac{9}{13} \times$ een maand se besoldiging.)

(11) In die geval van alle werknemers moet die besoldiging van opgelope verlof in subklousule (10) van hierdie klousule bedoel regstreeks aan die werknemer by diensbeëindiging betaal word.

(12) Besoldiging vir opgelope verlof wat deur 'n werkgever ten behoeve van 'n werknemer gehou word wat weens gesondheidsredes of weens ander ongeskiktheid nie meer sy beroep kan voortsit nie, moet onmiddellik aan die werknemer betaalbaar word, en geld vir opgelope verlof wat verskuldig is aan 'n werknemer wat in die loop van sy diens te sterwe kom, moet onmiddellik aan sy boedel betaalbaar word.

(13) (a) 'n Werkgever kan te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde sy werknemers jaarlikse verlof toe te staan soos in hierdie klousule voorgeskryf, en waar 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskrewe tydperk van jaarlikse verlof geregtig is nie, moet die werkgever hom 'n bedrag betaal op die grondslag wat in subklousule (10) van hierdie klousule voorgeskryf word, asof sy diens beëindig is, plus besoldiging ten opsigte van dié openbare vakansiedae met besoldiging wat binne die tydperk val wat die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof getel moet word, en wel teen 'n skaal van minstens dié wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis kan word of hulle toegelaat kan word om gedurende die tydperk te werk waarin die bedryfsinrigting ingevolge hierdie paragraaf gesluit is.

(b) Vir die toepassing van hierdie klousule beteken "onderhoudspersoneel" werknemers in diens vir die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie."

B. In the English text of the Schedule:

1. Division A

(a) CLAUSE 2: DEFINITIONS

- (i) Substitute "expressions" for "expression" in the first line of the introductory paragraph.
- (ii) Substitute paragraph (29) (e) with the following:
 "(e) balances wheels with any machine made to balance wheels off the vehicle".
- (iii) Substitute "means" for "meens" in paragraph (56).
- (iv) Substitute "(63)" for "(62)" preceding the definition of "machine setter".

(b) CLAUSE 12: ADDITIONAL HOLIDAY PAY FOR APPRENTICES

- (i) In the last line of paragraph 2 of the 'Note' in subclause (2) substitute "annual" for "onnuul".
- (ii) Substitute "it" for "its" in the fifth line of subclause (4).

(c) CLAUSE 17: PUBLIC HOLIDAYS

Substitute "5 (4)" for "5 (5)" in the fifth line of subclause (3).

2. Division B

(a) CLAUSE 8: ANNUAL LEAVE

Substitute the following for page 51:

"(11) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (12) of this clause and a leave bonus in accordance with the provisions of subclause (13) of this clause shall be paid by his employer.

(12) (a) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-secondths of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment leave pay is $\frac{1}{2} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment leave is $\frac{5}{32} \times$ three weeks' pay.

B. In die Engelse teks van die Bylae:

1. Division A

(a) CLAUSE 2: DEFINITIONS

- (i) Vervang "expression" met "expressions" in die eerste reël van die inleidingsparagraaf.
- (ii) Vervang paragraaf (29) (e) met die volgende:
 "(e) balances wheels with any machine made to balance wheels off the vehicle".
- (iii) In subklousule (56) vervang "meens" met "means".
- (iv) Vervang "(62)" met "(63)" waar dit die omskrywing van "machine setter" voorafgaan.

(b) CLAUSE 12: ADDITIONAL HOLIDAY PAY FOR APPRENTICES

- (i) In die laaste reël van paragraaf 2 van die 'Note' in subklousule (2), vervang "onnuul" met "annual".
- (ii) In die vyfde reël van subklousule (4) vervang "its" met "it".

(c) CLAUSE 17: PUBLIC HOLIDAYS

In die vyfde reël van subklousule (3) vervang "5 (5)" met "(5) (4)".

2. Division B

(a) CLAUSE 8: ANNUAL LEAVE

Vervang bladsy 51 deur die volgende:

"(11) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (12) of this clause and a leave bonus in accordance with the provisions of subclause (13) of this clause shall be paid by his employer.

(12) (a) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-secondths of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment leave pay is $\frac{1}{2} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment leave is $\frac{5}{32} \times$ three weeks' pay.

To arrive at three weeks' pay for a *monthly paid* employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly-paid employee the leave accrued in—

six months is $\frac{1}{2} \times \frac{9}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{9}{13} \times$ one month's pay;

five weeks is $\frac{5}{12} \times \frac{9}{13} \times$ one month's pay.)

(b) In the case of a motor vehicle sales person or supply sales person accrued leave pay is calculated on an amount equal to twice basic monthly remuneration paid not exceeding R4 000 in the aggregate;

(13) (a) Employees for whom wages are prescribed in paragraphs (a) and (c) of the Schedule to clause 3 of this Division, and part-time employees who normally work four hours or more per day or 20 hours or more per week who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in paragraph (a) of this subclause shall be two weeks' wages.

(c) The holiday bonus shall become due and payable at the same date as the annual leave falls due.

(d) Payment of the bonus prescribed in terms of subclause (13) (a) shall be made as follows, by mutual agreement reached between the employer and the employee, namely—

- (i) on completion of 12 months' service; or
- (ii) at commencement of the employees annual leave; or
- (iii) by not later than the 20th day of December of each year:

Provided that in the event of agreement not having been reached between the employer and the employee, the bonus will be payable to the employee on completion of his leave cycle.

(e) An employee who has completed 12 months' or more service and is discharged or leaves his employment shall be entitled to an accrued holiday bonus payment equivalent to—

3. Division C—Chapter 1

(a) CLAUSE 2: DEFINITIONS

Insert the following subclause between subclauses (5) and (6):

“(5A) diesel pump room assistant means an employee engaged mainly or exclusively on—

- assembling injectors, excluding calibrating;
- lapping nozzles by hand and/or manual machine;
- placing pumps onto test benches and removing them;
- stripping and cleaning fuel pumps, injectors and turbochargers.

(Note: The number of diesel pump room assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I and clause 3 (3) of Chapter IV of Division C of this Agreement.);”

To arrive at three weeks' pay for a *monthly paid* employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly-paid employee the leave accrued in—

six months is $\frac{1}{2} \times \frac{9}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{9}{13} \times$ one month's pay;

five weeks is $\frac{5}{12} \times \frac{9}{13} \times$ one month's pay.)

(b) In the case of a motor vehicle sales person or supply sales person accrued leave pay is calculated on an amount equal to twice basic monthly remuneration paid not exceeding R4 000 in the aggregate;

(13) (a) Employees for whom wages are prescribed in paragraphs (a) and (c) of the Schedule to clause 3 of this Division, and part-time employees who normally work four hours or more per day or 20 hours or more per week who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in paragraph (a) of this subclause shall be two weeks' wages.

(c) The holiday bonus shall become due and payable at the same date as the annual leave falls due.

(d) Payment of the bonus prescribed in terms of subclause (13) (a) shall be made as follows, by mutual agreement reached between the employer and the employee, namely—

- (i) on completion of 12 months' service; or
- (ii) at commencement of the employees annual leave; or
- (iii) by not later than the 20th day of December of each year:

Provided that in the event of agreement not having been reached between the employer and the employee, the bonus will be payable to the employee on completion of his leave cycle.

(e) An employee who has completed 12 months' or more service and is discharged or leaves his employment shall be entitled to an accrued holiday bonus payment equivalent to—

3. Division C—Chapter 1

(a) CLAUSE 2: DEFINITIONS

Voeg die volgende subklousule in tussen subklousules (5) en (6):

“(5A) diesel pump room assistant means an employee engaged mainly or exclusively on—

- assembling injectors, excluding calibrating;
- lapping nozzles by hand and/or manual machine;
- placing pumps onto test benches and removing them;
- stripping and cleaning fuel pumps, injectors and turbochargers.

(Note: The number of diesel pump room assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I and clause 3 (3) of Chapter IV of Division C of this Agreement.);”

(b) **CLAUSE 9: ANNUAL LEAVE AND ACCRUED LEAVE PAY**

Delete subclause (13).

4. Division C—Chapter III**CLAUSE 2: DEFINITIONS**

Substitute "journeyman's" for "journeysman's" in the definition of "journeyman" in paragraph (5).

5. Division C—Chapter IV(a) **CLAUSE 2: DEFINITIONS**

Substitute "(grade 5 employee)" for "(grade 2 employee)" in paragraph (2).

(b) **CLAUSE 4: WAGES**

In the Wage Schedule opposite "Watchman" substitute "178,00" for "175,00".

6. Division C—Chapter V(a) **CLAUSE 2: DEFINITIONS**

Substitute "(grade 5 employee)" for "(grade 2 employee)" in subclause (2).

(b) **CLAUSE 10: ANNUAL LEAVE AND ACCRUED LEAVE PAY**

Substitute the following for page 142:

"(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause but who has not been granted as or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one-week's remuneration for each completed span of employment from the date of commencement of service with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment, leave pay is $\frac{1}{2} \times \frac{2}{13} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment, leave pay is $\frac{5}{32} \times$ three weeks' pay.

To arrive at three weeks' pay for a *monthly-paid* employee, multiply the monthly pay by $\frac{3}{13}$. Thus for a monthly-paid employee the leave pay accrued in—

six months is $\frac{1}{2} \times \frac{2}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{2}{13} \times$ one month's pay;

five weeks is $\frac{5}{32} \times \frac{2}{13} \times$ one month's pay.)

(11) In the case of all employees the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

(b) **CLAUSE 9: ANNUAL LEAVE AND ACCRUED LEAVE PAY**

Skrap subklousule (13).

4. Division C—Chapter III**CLAUSE 2: DEFINITIONS**

Vervang "journeysman's" met "journeyman's" in die omskrywing van "journeyman" in paragraaf (5).

5. Division C—Chapter IV(a) **CLAUSE 2: DEFINITIONS**

In paragraaf (2) vervang "(grade 2 employee)" met "(grade 5 employee)".

(b) **CLAUSE 4: WAGES**

In die "Wage Schedule" teenoor "Watchman" vervang "175,00" met "178,00".

6. Division C—Chapter V(a) **CLAUSE 2: DEFINITIONS**

Vervang "(grade 2 employee)" met "(grade 5 employee)" in subklousule (2).

(b) **CLAUSE 10: ANNUAL LEAVE AND ACCRUED LEAVE PAY**

Vervang bladsy 142 deur die volgende:

"(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause but who has not been granted as or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one-week's remuneration for each completed span of employment from the date of commencement of service with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment, leave pay is $\frac{1}{2} \times \frac{2}{13} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment, leave pay is $\frac{5}{32} \times$ three weeks' pay.

To arrive at three weeks' pay for a *monthly-paid* employee, multiply the monthly pay by $\frac{3}{13}$. Thus for a monthly-paid employee the leave pay accrued in—

six months is $\frac{1}{2} \times \frac{2}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{2}{13} \times$ one month's pay;

five weeks is $\frac{5}{32} \times \frac{2}{13} \times$ one month's pay.)

(11) In the case of all employees the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

(12) Accrued leave pay held by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(13) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees annual leave as prescribed by this clause, and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in subclause (10) of this clause as if his employment has terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of subclause (5) of this clause, at a rate of not less than he would normally have received for his ordinary working hours for that day of the week: Provided that maintenance personnel may, subject to the provisions of subclause (7) of this clause, be required or permitted to work during the period that an establishment is closed in terms of this paragraph.

(b) For the purposes of this clause, "maintenance personnel" means employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant."

(12) Accrued leave pay held by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(13) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees annual leave as prescribed by this clause, and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in subclause (10) of this clause as if his employment has terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of subclause (5) of this clause, at a rate of not less than he would normally have received for his ordinary working hours for that day of the week: Provided that maintenance personnel may, subject to the provisions of subclause (7) of this clause, be required or permitted to work during the period that an establishment is closed in terms of this paragraph.

(b) For the purposes of this clause, "maintenance personnel" means employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant."

No. R. 1612

20 October 1995

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, BORDER: AMENDMENT OF 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 31 December 1998 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; 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 1.1.1, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1998 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 area specified in clause 1 of the Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

No. R. 1612

20 Oktober 1995

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, GRENS: WYSIGING VAN OOREENKOMS

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 31 Desember 1998 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; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1.1.1, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1998 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 gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 1613**20 October 1995****LABOUR RELATIONS ACT, 1956****CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE: RENEWAL OF MAIN AGREEMENT**

I, Dennis van der Walt, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notice No. R. 2250 of 23 December 1994, to be effective from the date of publication of this notice and for the period ending 31 December 1995.

D. VAN DER WALT,

Director: Collective Bargaining.

**DEPARTMENT OF MINERAL
AND ENERGY AFFAIRS****No. R. 1609****20 October 1995****COMMISSION OF ENQUIRY INTO THE VAAL
REEFS MINING ACCIDENT**

1. It is hereby notified for general information that the President has been pleased to appoint the Honourable Mr Justice Ramon Nigel Leon as Chairman and Ms Mavis Ann Hermanus and Mr Arnold John McKenzie as members of the Commission of Enquiry into the Vaal Reefs Mining Accident.

2. The Commission's terms of reference are as follows:

To enquire into the accident at Vaal Reefs No. 2 Shaft during the night of 10 May 1995, and to enquire into and report on steps which can be taken in order to prevent such an occurrence in future or lessens the risk thereof.

No. R. 1613**20 Oktober 1995****WET OP ARBEIDSVERHOUDINGE, 1956****KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND: HERNUWING VAN HOOF-OOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewing No. R. 2250 van 23 Desember 1994, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1995 eindig.

D. VAN DER WALT,

Direkteur: Kollektiewe Bedinging.

**DEPARTEMENT VAN MINERAAL-
EN ENERGIESAKE****No. R. 1609****20 Oktober 1995****KOMMISSIE VAN ONDERSOEK NA DIE VAAL
REEFS MYNONGELUK**

1. Hierby word vir algemene inligting bekendgemaak dat dit die President behaag het om Sy Edele Regter Ramon Nigel Leon as Voorsitter en me. Mavis Anny Hermanus en mnr. Arnold John McKenzie as lede van 'n Kommissie van Onderzoek na die Vaal Reefs Mynongeluk aan te stel.

2. Die Kommissie se opdrag is soos volg:

Om ondersoek in te stel na die ongeluk by Vaal Reefs No. 2 Skag gedurende die nag van 10 Mei 1995, en ondersoek in te stel na en verslag te doen oor die stappe wat gedoen kan word ten einde sodanige voorval in die toekoms te voorkom of die risiko daarvan te verminder.

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:*

- ▶ **20 December**, Wednesday, for the issue of Friday **29 December**
- ▶ **28 December**, Thursday, for the issue of Friday **5 January 1996**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

*Sluitingstye **VOOR VAKANSIEDAE** vir*

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1995

*Die sluitingstyd is stiptelik **15:00** op die volgende dae:*

- ▶ **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.

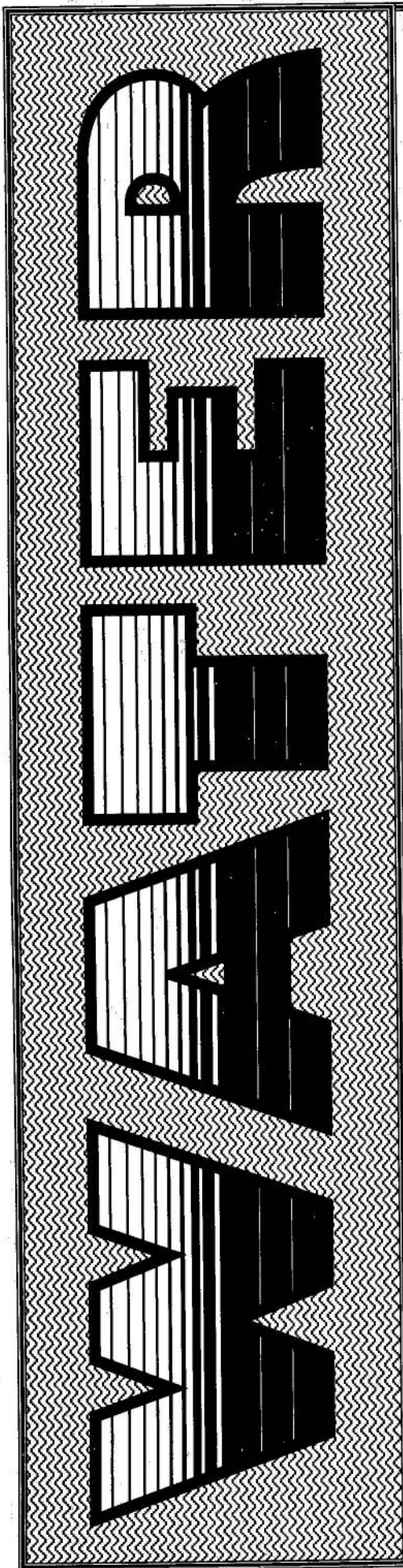
Wanneer 'n **APARTE Staatskoerant** verlang word moet die kope drie kalenderweke voor publikasie ingedien word



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