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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF FINANCE DEPARTEMENT VAN FINANSIES

No. R. 710

3 May 1996

CUSTOMS AND EXCISE ACT, 1964

THE "EXPLANATORY NOTES TO THE HARMONIZED COMMODITY DESCRIPTION AND CODING SYSTEM" (1996 VERSION) ISSUED BY THE CUSTOMS CO-OPERATION COUNCIL (E.N. 17)

It is hereby notified that the second edition (1996) of the "Explanatory Notes to the Harmonized Commodity Description and Coding System" issued by the Customs Co-operation Council in Brussels did, in terms of section 47 (8) of the Customs and Excise Act, 1964, become effective in the Republic on 22 March 1996.

D. J. COLESKY

Commissioner for Customs and Excise

No. R. 710

3 Mei 1996

DOEANE- EN AKSYNSWET, 1964

DIE "EXPLANATORY NOTES TO THE HARMONIZED COMMODITY DESCRIPTION AND CODING SYSTEM" (1996-UITGAWE) UITGEREIK DEUR DIE DOEANESAMEWERKINGSRAAD (E.N. 17)

Hiermee word bekendgemaak dat die tweede uitgawe (1996) van die "Explanatory Notes to the Harmonized Commodity Description and Coding System" deur die Doeanesamewerkingsraad in Brussel uitgereik, kragtens artikel 47 (8) van die Doeane- en Aksynswet, 1964, op 22 Maart 1996 in die Republiek van krag geword het.

D. J. COLESKY

Kommissaris van Doeane en Aksyns

**DEPARTMENT OF TRADE AND INDUSTRY
DEPARTEMENT VAN HANDEL EN NYWERHEID**

No. R. 709**3 May 1996**

AMENDMENT OF THE SUGAR INDUSTRY AGREEMENT, 1994

I, Alec Erwin, Minister of Trade and Industry, hereby, in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act No. 9 of 1978), publish the amendments set out in the Schedule, which have, under and in accordance with the provisions of section 4 (1) (b) of the said Act, been made by me to the Sugar Industry Agreement, 1994.

A. ERWIN**Minister of Trade and Industry**

SCHEDULE

Definition

1. In this Schedule "the Agreement" means the Sugar Industry Agreement, 1994, published under Government Notice No. R. 592 of 31 March 1994, as amended by Government Notice Nos. R. 190 of 10 February 1995 and R. 1175 of 4 August 1995.

Amendment of clause 48 of the Agreement

2. Clause 48 of the agreement is hereby amended by the substitution for paragraph (b) of the following paragraph:

"(b) Union Co-op shall perform the functions of a Mill Group Board in respect of the Union Co-op mill and the growers concerned, and all provisions of the agreement relating to Mill Group Boards, excluding clause 50B, shall *mutatis mutandis* apply to Union Co-op; and".

Substitution of clause 50 of the Agreement

3. The following clauses are hereby substituted for clause 50 of the agreement:

"Functions of Mill Group Boards

50. Mill Group Boards shall—

- (a) have as their principal object the promotion of the interests of the mills and growers to which the respective Mill Group Boards relate, including the provision of services aimed at facilitating the reception and testing of cane delivered to the mills concerned;
- (b) perform their duties and exercise their powers in terms of this agreement, and advise the Administration Board on matters relating to the provisions of this agreement, as may be required from time to time; and
- (c) undertake the specific functions in relation to cane testing described in clause 50A.

50A. Each Mill Group Board shall, at the mill concerned, be responsible for—

- (a) the provision of all sampling and analysing facilities and equipment required for the determination of the sucrose content of cane delivered by growers to the mill for the purpose of determining—
 - (i) the total mass of sucrose in cane entering the mill; and
 - (ii) the sucrose content of individual consignments of cane entering the mill,all in accordance with the Official Methods Manual referred to in clause 211;
- (b) the determination of the total mass of sucrose in cane entering the mill and the sucrose content of the individual consignments of cane, in accordance with the Official Methods Manual referred to in clause 211; and
- (c) keeping records of all data pertaining to its activities as required by the South African Sugar Association from time to time.

50B. To enable it to discharge its functions, each Mill Group Board shall be a legal person.

50C. Each Mill Group Board shall, in respect of the mill concerned, have the power to—

- (a) provide for the testing of cane in accordance with clause 50A and to decide on all aspects of cane sampling and analysis, including but not limited to the frequency of cane sampling and analysis and the manner in which cane sampling and analysis shall be carried out;
- (b) enter into contracts in connection with the discharge of its obligations and, without limiting the foregoing generality, if it is resolved that cane testing is to be carried out in terms of a contract with any provider of cane testing services, to engage the services of a contractor to carry out cane testing at the mill concerned and to negotiate and agree the terms of such contract, including any renewal thereof;
- (c) recover any costs incurred in the discharge of its obligations from the mill and the growers concerned;
- (d) own, in its own name, any movable or immovable assets and, where appropriate, to secure registration of such assets in the name of the Mill Group Board;

- (e) acquire from the South African Sugar Association, for the purposes of cane testing, certain movable assets, currently used for this purpose, to replace such assets and to acquire additional assets for the purpose of cane testing;
- (f) dispose of any of its assets by public auction or private treaty and on such terms as it may decide;
- (g) open and operate bank accounts and to invest any funds surplus to its requirements in any registered financial institution;
- (h) borrow money, with or without security, to finance any of its objects and to pledge or mortgage any of its assets as security for any such borrowings;
- (i) delegate any of its powers to any person or organisation in such manner as it may from time to time determine;
- (j) employ such staff as may be required where cane testing is carried out by the Mill Group Board itself and to enter into contracts of employment;
- (k) sue or to be sued in its own name;
- (l) supervise the entire cane testing process; and
- (m) undertake any other matter incidental to the proper performance of its functions.

50D. A Mill Group Board shall at no time distribute any of its surplus funds, profits or gains to any person and shall at all times utilise its funds solely for the objects set out in this agreement.

50E. If at any time a Mill Group Board is, for any reason whatsoever, unable to discharge its obligations in terms of this agreement, the Administration Board shall be entitled, after giving written notice to the Mill Group Board of its intention to do so, to assume control of cane testing at the mill concerned. The Administration Board in so doing shall have all the powers of the Mill Group Board provided for in this agreement. Once it is satisfied that the Mill Group Board is again functional, the Administration Board shall return control of cane testing at the mill concerned to the Mill Group Board.”.

Amendment of clause 54 of the Agreement

4. Clause 54 of the Agreement is hereby amended—

(a) by the substitution for paragraph (c) of the following paragraph:

“(c) until 31 March 1998, in the case of an equality of votes, the chairperson shall have a casting vote and from 1 April 1998, the chairperson shall not have a casting vote: Provided, however, that in respect of any decision relating to cane testing undertaken by the Mill Group Board in terms of clause 50A, the chairperson shall at no time have a casting vote.”; and

(b) by the addition of the following paragraph:

“(d) The decisions of the Mill Group Board shall be binding on the mill and on all growers, and “growers”, in the context of this clause in relation to a mill, means those growers who according to the growers’ register, are attached to that mill from time to time, or are expected to deliver cane to that mill.”.

Substitution of clause 56 of the Agreement

5. The following clause is hereby substituted for clause 56 of the agreement:

“56. If, at any time, in respect of a particular mill, a Mill Group Board does not exist or does not perform its functions, then subject to clause 50E, the mill concerned shall perform the functions of the Mill Group Board in accordance with the directions of the Administration Board.”.

Substitution of clause 58 of the Agreement

6. The following clause is hereby substituted for clause 58 of the agreement:

“Mill Group Boards responsible to Administration Board

58. Mill Group Boards shall be responsible to the Administration Board and shall carry out any direction and instruction of the Administration Board in respect of the performance of their functions.”.

Substitution of clause 61 of the Agreement

7. The following clause is hereby substituted for clause 61 of the agreement:

“Expenses of Mill Group Boards

61. The ordinary expenses of Mill Group Boards and their subsidiary bodies shall be financed locally in such a manner as may be agreed upon by the growers and the mills concerned, save that in respect of the costs and expenses of cane testing, clause 231 (1) shall apply in respect of the apportionment of such costs between growers and the mill. A Mill Group Board may impose levies to provide for such expenses and, in so far as such levies are imposed on growers, direct the relative mill to deduct the levies from sucrose in cane payments which become payable by the mill to the growers concerned. The extraordinary expenses of Mill Group Boards incurred at the instance of the South African Sugar Association or the Administration Board shall be paid by the South African Sugar Association at such rates as may be determined by the South African Sugar Association from time to time.”.

Repeal of clause 146 of the Agreement

8. Clause 146 of the agreement is hereby repealed.

Substitution of clause 164 of the Agreement

9. The following clause is hereby substituted for clause 164 of the agreement:

"Varieties of cane

164. Each grower shall, as far as possible, deliver different varieties of cane in separate consignments, each identified by variety in the relevant delivery note. Each mill shall weigh consignments separately and keep a proper record thereof. The Mill Group Board concerned shall, as far as practicable, test the different varieties of cane separately for cane juice purity, fibre and sucrose content and, where such testing is not carried out by the Mill Group Board, the relative mill shall so test the varieties concerned. The Mill Group Board shall collate such data for industrial purposes."

Amendment of clause 181 of the Agreement

10. Clause 181 of the agreement is hereby amended by the insertion after the word "transport" in paragraphs (a) and (c) of the words "or cane testing".

Amendment of clause 193 of the Agreement

11. Clause 193 of the agreement is hereby amended by the insertion after the word "which" of the expression ", subject to clause 50D,".

Substitution of clause 209 of the Agreement

12. The following clause is hereby substituted for clause 209 of the agreement:

"Payment for cane

209. For the cane delivered by a grower to a mill in each year, the grower's home mill shall pay the grower a price per ton of sucrose based on the sucrose content of the cane, determined in accordance with the provisions of this Chapter: Provided that, in the case of B Pool cane which is delivered by a grower to a mill other than his or her home mill, otherwise than in consequence of a diversion of cane pursuant to clause 180 or 201, the receiving mill shall pay the grower for the sucrose delivered in accordance with the foregoing and there shall be deducted therefrom the levy determined in respect of cane testing at the receiving mill in accordance with the provisions of clause 231: Provided further that, if a grower delivers cane to a mill in the month of March in any year, the South African Sugar Association may, on the application of the Mill Group Board concerned, declare that such cane shall, for the purposes of this Chapter, be deemed to be delivered in the following year."

Substitution of clause 210 of the Agreement

13. The following clause is hereby substituted for clause 210 of the agreement:

"Cane testing

210. The South African Sugar Association shall establish and maintain a Cane Testing Service which—

- (a) shall perform an audit function in respect of the determination of the total mass of sucrose entering each mill in accordance with clause 50A; and
- (b) may undertake the sampling and laboratory procedures for the determination of the sucrose content of cane delivered by growers to each mill, in respect of which the relevant Mill Group Board has entered into a contract with the South African Sugar Association for the provision of such services."

Amendment of clause 212 of the Agreement

14. Clause 212 of the agreement is hereby amended by the substitution for the expression "Cane Testing Service" of the expression "South African Sugar Association".

Substitution of clause 213 of the Agreement

15. The following clause is hereby substituted for clause 213 of the agreement:

- "213. (1) The Mill Group Board at each mill shall be responsible for the determination of the total mass of sucrose in cane entering the mill concerned in terms of clause 50A to the satisfaction of the South African Sugar Association. The South African Sugar Association shall at all times have access to all facilities, data and any other information which it deems necessary in order to verify the accuracy of the determination of the total mass of sucrose entering the mill.
- (2) Should the South African Sugar Association be dissatisfied with the determination of the total mass of sucrose in cane entering a particular mill, it shall advise the relevant Mill Group Board of its findings and of the steps it requires to be taken to remedy the situation, and may order amendments to the results of determinations by the Mill Group Board with retrospective effect. The Mill Group Board shall implement the requirements of the South African Sugar Association: Provided that should the Mill Group Board or the mill or grower(s) concerned dispute the necessity or validity of the steps or amendments, they shall be entitled to refer the matter to the Administration Board for a ruling."

Repeal of clause 214 of the Agreement

16. Clause 214 of the agreement is hereby repealed.

Substitution of clause 215 of the Agreement

17. The following clause is hereby substituted for clause 215 of the agreement:

"215. Each Mill Group Board shall provide and maintain all equipment, devices, chemicals and other facilities necessary to ensure compliance with the Official Methods Manual."

Substitution of clause 216 of the Agreement

18. The following clause is hereby substituted for clause 216 of the agreement:

"Analysis of cane deliveries"

216. In order to determine the sucrose content of each consignment of cane delivered to a mill by a grower—

- (a) individual cane consignments shall be tested in a manner and at a frequency determined by the Mill Group Board concerned from time to time;
- (b) each mill shall, in consultation with the Mill Group Board concerned, design and operate its mill cane yard and cane carrier systems so as to facilitate the testing required in terms of clause 50A;
- (c) when cane is delivered to a reloading site, the cane shall, as far as practicable in the light of the quantities of individual consignments, be stored so that the reload vehicle is filled with cane from one grower only;
- (d) notwithstanding the provisions of paragraphs (a) to (c), inclusive, if consignments from any particular growers are, in the opinion of the Mill Group Board concerned, consistently too small for separate sampling or cannot practically be separately sampled for good and sufficient reason, the Mill Group Board may direct that such consignments be grouped for combined sampling and testing and the results of such combined sampling and testing of the cane shall apply to all the cane consignments so grouped within a distribution period referred to in clause 218;
- (e) as far as practicable, consignments shall be crushed in the sequence of the dates and times of their delivery to a mill (and similarly reloaded on a first in first out basis at reloading sites);
- (f) storage times in a mill yard shall be kept to a minimum and the Mill Group Board concerned shall monitor the delay of all consignments stored in a mill yard;
- (g) a Mill Group Board may annul or adjust any test results which is considered to be irrational; and
- (h) any consignment of cane which for any reason is not sampled, shall be credited a sucrose content in accordance with the procedures provided for in the Official Methods Manual."

Amendment of clause 217 of the Agreement

19. Clause 217 of the agreement is hereby amended by the substitution for the expression "Cane Testing Service" of the expression "Mill Group Board concerned".

Substitution of clause 218 of the Agreement

20. The following clause is hereby substituted for clause 218 of the agreement:

"218. Each distribution period, which shall normally be seven days, shall be fixed by the Mill Group Board concerned or, if the Mill Group Board is unable to agree, a distribution period shall be determined by the Administration Board."

Substitution of clause 219 of the Agreement

21. The following clause is hereby substituted for clause 219 of the agreement:

"Variations"

219. If at any particular mill circumstances should arise which warrant a variation from the strict interpretation of any of the procedures relating to the determination of sucrose content in cane the Mill Group Board concerned may, subject to the approval of the South African Sugar Association, authorise such variation on such basis and for such period as it shall determine."

Substitution of clause 220 of the Agreement

22. The following clause is hereby substituted for clause 220 of the agreement:

"Monthly cane and sucrose delivery statements"

220. Each Mill Group Board shall report monthly to each mill and to the Administration Board and the Growers' Association the total mass of cane and the sucrose content thereof delivered by each grower to the mill during the preceding monthly period."

Substitution of clause 221 of the Agreement

23. The following clause is hereby substituted for clause 221 of the agreement:

“Relative sucrose and payment

221. For the purpose of clauses 221 to 228, inclusive, the term ‘growers’ in relation to a mill—

- (a) until 31 March 1998, means all growers reflected in the growers’ register as being attached to the mill concerned and any growers delivering only B Pool cane to that mill otherwise than in consequence of a diversion of cane pursuant to clause 180 or 201; and
- (b) from 1 April 1998, means all growers in respect of which such mill is their home mill.

221A. Subject to any provisions herein to the contrary, each mill shall pay growers prices for sucrose in cane deliveries based on the relative sucrose content of the cane, but Union Co-op may adopt its own system of payment of the growers attached to its mill.”.

Amendment of clause 223 of the Agreement

24. Clause 223 of the agreement is hereby amended—

- (a) by the substitution for the words preceding paragraph (a) of the following:
“The percentage of the relative sucrose content in the cane delivered by growers to a mill shall be calculated in each year according to the following provisions—”;
- (b) by the substitution for paragraph (a) of the following paragraph:
“(a) In respect of the cane delivered by each grower, the percentage of the relative sucrose content in the cane crushed each week shall be calculated by adding the actual sucrose per cent of the cane as determined by the Mill Group Board concerned to the mean sucrose per cent cane for all the growers for the entire year concerned (excluding out of season cane deliveries), and deducting therefrom the mean sucrose per cent cane for all the growers during the week in which the cane is crushed;”;
- (c) by the substitution for the expression “Cane Testing Service” in paragraph (d) of the expression “South African Sugar Association”.

Substitution of clause 224 of the Agreement

25. The following clause is hereby substituted for clause 224 of the agreement:

“224. At each mill the Mill Group Board shall calculate the relative sucrose per cent cane for each grower on a weekly mean basis and each grower shall be informed by the Mill Group Board concerned at the end of each week of his or her mean actual and relative sucrose per cent cane for the week, as well as of the mean for all growers for the week and the estimated corresponding mean for the year concerned.”.

Insertion of clause 225A in the Agreement

26. The following clause is hereby inserted in the agreement after clause 225:

“225A. Payment by a receiving mill, which is not the grower’s home mill, to a grower for the B Pool sucrose in cane referred to in clause 209 shall be made in the manner set out in clause 225.”.

Amendment of clause 226 of the Agreement

27. Clause 226 of the agreement is hereby amended by the substitution for the words and formula preceding paragraph (a) of the following words and formula:

“At each mill there shall be calculated retention interest values per ton of sucrose, which shall be the total of a calculation for each month during the year in which cane is delivered, divided by the total tons of sucrose in cane delivered by the growers during the year, which calculation shall be made in accordance with the following formula:

$$(V \times W - R \times M) \times \frac{P}{12} \times Z$$

In which formula the factor—”.

Substitution of clause 230 of the Agreement

28. The following clause is hereby substituted for clause 230 of the agreement:

“Access to data

230. Any person duly authorised thereto by the South African Sugar Association shall have reasonable access to mills and their records relating to cane testing and to the records of the Mill Group Board concerned in the course of performing their duties or carrying out any authorised inspection or investigation. Each mill and any person duly authorised thereto by a mill shall have reasonable access to the Mill Group Board’s records in the course of performing the mill’s duties or carrying out any inspection or investigation. The Millers’ and Growers’ Association shall at all times have access to the data relating to cane testing in the possession of the South African Sugar Association.”.

Substitution of clause 231 of the Agreement

29. The following clause is hereby substituted for clause 231 of the agreement:

"Financing of cane testing service"

231. (1) The amount required for the costs and expenses of cane testing at each mill shall be apportioned between the mill and the growers concerned in the percentage share in the division of proceeds fixed in clauses 246 to 248 and applicable to the year in question: Provided, however, that the Mill Group Board may determine a different apportionment of such costs. Such costs shall be recovered by Mill Group Boards in terms of clause 61.

(2) The amount required for the operating costs and expenses of cane testing at each mill where the service is provided by the South African Sugar Association, as determined from time to time by the South African Sugar Association, regardless of the method of testing employed shall be advanced by the South African Sugar Association. The South African Sugar Association shall recover such amount on the basis determined by it.

(3) The amount required for the costs and expenses of the Cane Testing Service referred to in clause 210 (a) shall be an industry obligation."

Substitution of clause 232 of the Agreement

30. The following clause is hereby substituted for clause 232 of the agreement:

"232. All movable assets of the South African Sugar Association employed locally at the various mills for the purpose of the Cane Testing Service at the promulgation of this provision, shall be transferred gratis to the Mill Group Boards concerned."

Repeal of clause 233 of the Agreement

31. Clause 233 of the agreement is hereby repealed.

Insertion of clause 235A in the Agreement

32. The following clause is hereby inserted in the agreement after clause 235:

"235A. If the South African Sugar Association, in terms of clause 209, declares that any cane delivered in March of any year shall be deemed to be delivered in the following year the sugar produced from such cane by the mill concerned shall similarly be deemed to be produced in that following year."

33. The amendments effected in terms of paragraphs 2 to 32 of this Schedule shall be deemed to have come into operation on 1 April 1995.

No. R. 709

3 Mei 1996

WYSIGING VAN DIE SUIKERNYWERHEIDDOOREENKOMS, 1994

Ek, Alec Erwin, Minister van Handel en Nywerheid, publiseer hierby ingevolge artikel 4 (1) (c) van die Suikerwet, 1978 (Wet No. 9 van 1978), die wysigings in die Bylae uiteengesit wat kragtens en ooreenkomstig die bepalings van artikel 4 (1) (b) van genoemde Wet deur my aan die Suikernywerheidsooreenkoms, 1994, aangebring is.

A. ERWIN

Minister van Handel en Nywerheid

BYLAE**Woordbepaling**

1. In hierdie Bylae beteken "die ooreenkoms" die Suikernywerheidsooreenkoms, 1994, gepubliseer by Goewermentskennisgewing No. R. 592 van 31 Maart 1994, soos gewysig by Goewermentskennisgewings Nos. R. 190 van 10 Februarie 1995 en R. 1175 van 4 Augustus 1995.

Wysiging van klousule 48 van die Ooreenkoms

2. Klousule 48 van die ooreenkoms word hierby gewysig deur paragraaf (b) deur die volgende paragraaf te vervang:

"(b) Union Co-op die funksies van 'n Meulgroepraad ten opsigte van die Union Co-op-meul en die betrokke kwekers uitoefen en dat al die bepalings van die ooreenkoms met betrekking tot Meulgroeprade, uitgesonderd klousule 50B, *mutatis mutandis* op Union Co-op van toepassing is; en".

Vervanging van klousule 50 van die Ooreenkoms

3. Klousule 50 van die Ooreenkoms word hierby deur die volgende klousules vervang:

"Funksies van Meulgroeprade"

50. Meulgroeprade—

(a) se belangrikste doelwitte is die bevordering van die belange van die meule en kwekers op wie die onderskeie Meulgroeprade betrekking het, met inbegrip van die verskaffing van dienste om die ontvangs en toetsing van riet wat aan die betrokke meule gelewer word, te vergemaklik;

- (b) verrig hulle pligte en oefen hulle bevoegdhede uit ingevolge die bepalings van hierdie ooreenkoms en adviseer die Administrasieraad oor sake met betrekking tot die bepalings van hierdie ooreenkoms soos dit van tyd tot tyd nodig mag wees; en
- (c) verrig die spesifieke funksies met betrekking tot riettoetsing soos in klousule 50A beskryf.

50A. Elke Meulgroepraad is by die betrokke meul verantwoordelik vir—

- (a) die voorsiening van alle bemonsterings- en ontledingsfasiliteite en toerusting wat benodig word vir die vasstelling van die suikrose-inhoud van riet wat deur kwekers aan die meul gelewer word vir doeleindes van die vasstelling van—
 - (i) die totale massa suikrose-in-riet wat die meul binnegaan; en
 - (ii) die suikrose-inhoud van individuele rietbesendings wat die meul binnegaan, alles ooreenkomstig die Amptelike Metodes Handboek in klousule 211 bedoel; en
- (b) die bepaling van die totale suikrose-massa-in-riet wat die meul binnegaan, en die suikrose-inhoud van die individuele rietbesendings, ooreenkomstig die Amptelike Metodes Handboek in klousule 211 bedoel; en
- (c) die rekordhouding van alle gegewens wat op sy werksaamhede betrekking het, soos van tyd tot tyd deur die Suid-Afrikaanse Suikervereniging vereis.

50B. Ten einde hom in staat te stel om sy funksies uit te voer, is elke Meulgroepraad 'n regspersoon.

50C. Elke Meulgroepraad beskik ten opsigte van die betrokke meul oor die bevoegdheid om—

- (a) vir riettoetsing ooreenkomstig klousule 50A voorsiening te maak en oor alle aspekte van rietbemonstering en -ontleding te besluit, met inbegrip van, maar nie beperk nie tot, die frekwensie van rietbemonstering en -ontleding en die wyse waarop rietbemonstering en -ontleding gedoen moet word;
- (b) kontrakte aan te gaan in verband met die nakoming van sy verpligtinge en, sonder om afbreuk te doen aan die algemeenheid van die voorgaande, indien besluit word dat die riettoetsing ingevolge 'n kontrak met enige verskaffer van riettoetsdienste uitgevoer moet word, om die dienste van 'n kontrakteur te verkry om riettoetsing by die betrokke meul uit te voer en om te onderhandel en ooreen te kom oor die bepalings van sodanige kontrak, met inbegrip van enige hernuwing daarvan;
- (c) die koste in die nakoming van sy verpligtinge aangegaan van die betrokke meul en kwekers te verhaal;
- (d) enige roerende en onroerende bates in sy eie naam te besit en, waar toepaslik, die registrasie van sulke bates op naam van die Meulgroepraad te bewerkstellig;
- (e) vir doeleindes van riettoetsing sekere roerende bates wat tans vir dié doel gebruik word, van die Suid-Afrikaanse Suikervereniging te verkry, om sulke bates te vervang en om addisionele bates vir doeleindes van riettoetsing te verkry;
- (f) enige van sy bates per publieke veiling of privaat ooreenkoms en op sodanige voorwaardes as waarop hy besluit, van die hand te sit;
- (g) bankrekenings te open en te bestuur en om enige surplusfondse in enige geregistreerde finansiële instelling te belê;
- (h) geld te leen, met of sonder sekuriteit, ter finansiering van enige van sy doelwitte en om enige van sy bates as sekuriteit vir sodanige lening(s) te verpand of met verband te beswaar;
- (i) enige van sy bevoegdhede aan enige persoon of instansie op sodanige wyse te deleger as wat hy van tyd tot tyd mag bepaal;
- (j) in die geval waar riettoetsing deur die Meulgroepraad onderneem word, sodanige personeel as wat nodig mag wees in diens te neem en indiensnemingskontrakte aan te gaan;
- (k) in sy eie naam te dagvaar of gedagvaar te word;
- (l) oor die totale riettoetsingsproses toesig te hou; en
- (m) enige ander aangeleentheid wat met die behoorlike uitoefening van sy funksies gepaard gaan, te hanteer.

50D. 'n Meulgroepraad mag op geen tydstip sy surplusfondse of winste aan enige persoon uitkeer nie en moet te alle tye sy fondse uitsluitlik aanwend vir die doelwitte uiteengesit in hierdie ooreenkoms.

50E. Indien 'n Meulgroepraad op enige tydstip om enige rede hoegenaamd nie in staat is om sy verpligtinge ingevolge hierdie ooreenkoms na te kom nie, is die Administrasieraad geregtig, nadat die Meulgroepraad skriftelik in kennis gestel is van sy voorneme om so op te tree, om beheer oor die riettoetsing by die betrokke meul oor te neem. Terwyl die Administrasieraad aldus optree, beskik hy oor al die bevoegdhede van die Meulgroepraad waarvoor in hierdie ooreenkoms voorsiening gemaak word. Sodra die Administrasieraad oortuig is dat die Meulgroepraad weer funksioneel is, moet die Administrasieraad die beheer oor die riettoetsing by die betrokke meul aan die Meulgroepraad teruggee.”

Wysiging van klousule 54 van die Ooreenkoms

4. Klousule 54 van die ooreenkoms word hierby gewysig—

(a) deur paragraaf (c) deur die volgende paragraaf te vervang:

“(c) tot 31 Maart 1998 het die voorsitter in die geval van ’n staking van stemme ’n beslissende stem en vanaf 1 April 1998 het die voorsitter nie ’n beslissende stem nie: Met dien verstande egter dat ten opsigte van enige besluit met betrekking tot riettoetsing wat deur die Meulgroepraad ingevolge klousule 50A onderneem word, die voorsitter op geen tydstip ’n beslissende stem het nie.”; en

(b) deur die volgende paragraaf by te voeg:

“(d) Die besluite van die Meulgroepraad is bindend vir die meul en vir alle kwekers, en “kwekers” in die konteks van hierdie klousule met betrekking tot ’n meul beteken kwekers wat ooreenkomstig die kwekersregister van tyd tot tyd aan daardie meul verbonde is, of van wie verwag word om riet aan daardie meul te lewer.”.

Vervanging van klousule 56 van die Ooreenkoms

5. Klousule 56 van die ooreenkoms word hierby deur die volgende klousule vervang:

“56. Indien daar op enige tydstip ten opsigte van ’n bepaalde meul nie ’n Meulgroepraad bestaan nie of ’n Meulgroepraad nie sy funksies verrig nie, dan, behoudens klousule 50E, verrig die betrokke meul die funksies van die Meulgroepraad ooreenkomstig die voorskrifte van die Administrasieraad.”.

Vervanging van klousule 58 van die Ooreenkoms

6. Klousule 58 van die ooreenkoms word hierby deur die volgende klousule vervang:

“Meulgroeprade verantwoordelik aan die Administrasieraad

58. Meulgroeprade is verantwoordelik aan die Administrasieraad en moet enige opdrag en instruksie van die Administrasieraad in verband met die uitoefening van hul pligte uitvoer.”.

Vervanging van klousule 61 van die Ooreenkoms

7. Klousule 61 van die ooreenkoms word hierby deur die volgende klousule vervang:

“Uitgawes van Meulgroeprade

61. Die gewone uitgawes van Meulgroeprade en hul ondergeskikte liggame word plaaslik gefinansier op sodanige wyse as waarop deur die betrokke kwekers en meulenaars ooreengekom is, behalwe dat ten opsigte van die koste en uitgawes van riettoetsing klousule 231 (1) ten opsigte van die toedeling van sodanige koste tussen kwekers en die meul van toepassing is. ’n Meulgroepraad mag heffings oplê om vir sodanige uitgawes voorsiening te maak en in soverre sodanige heffings kwekers opgelê word, die betrokke meul opdrag gee om die heffings van suikrose-in-riet-betalings wat deur die meul aan die betrokke kwekers betaalbaar word, af te trek. Die buitengewone uitgawes wat Meulgroeprade op versoek van die Suid-Afrikaanse Suikervereniging of die Administrasieraad aangaan, word deur die Suid-Afrikaanse Suikervereniging teen sodanige koerse as wat van tyd tot tyd deur die Suid-Afrikaanse Suikervereniging bepaal word, betaal.”.

Herroeping van klousule 146 van die Ooreenkoms

8. Klousule 146 van die ooreenkoms word hierby herroep.

Vervanging van klousule 164 van die Ooreenkoms

9. Klousule 164 van die ooreenkoms word hierby deur die volgende klousule vervang:

“Rietvariëteite

164. Elke kweker moet, sover moontlik, verskillende rietvariëteite in afsonderlike besendings lewer, elk volgens variëteite in die betrokke afleweringsbewys geïdentifiseer. Elke meul moet besendings afsonderlik weeg en behoorlik daarvan rekord hou. Die betrokke Meulgroepraad moet vir sover dit prakties is, die verskillende rietvariëteite afsonderlik vir suiwerheid van die rietsap, vesel- en suikrose-inhoud toets, en waar sodanige toetsing nie deur die Meulgroepraad gedoen word nie, moet die betrokke meul die betrokke variëteite aldus toets. Die Meulgroepraad moet sodanige gegewens vir nywerheidsdoeleindes vergelyk.”.

Wysiging van klousule 181 van die Ooreenkoms

10. Klousule 181 van die ooreenkoms word hierby gewysig deur die woorde “of riettoetskoste” na die woord “rietvervoerkoste” in paragraaf (a) en na die woord “vervoerkoste” in paragraaf (c) in te voeg.

Wysiging van klousule 193 van die Ooreenkoms

11. Klousule 193 van die ooreenkoms word hierby gewysig deur na die woorde “die betrokke Meulgroepraad” die uitdrukking “, behoudens klousule 50D,” in te voeg.

Vervanging van klousule 209 van die Ooreenkoms

12. Klousule 209 van die ooreenkoms word hierby deur die volgende klousule vervang:

"Betaling vir riet

209. Vir die riet deur 'n kweker in elke jaar aan 'n meul gelewer, betaal die kweker se tuismeul die kweker 'n prys per ton sukrose gebaseer op die sukrose-inhoud van die riet ooreenkomstig die bepalings van hierdie Hoofstuk: Met dien verstande dat in die geval van B-poel-riet deur 'n kweker aan 'n ander meul as sy of haar tuismeul gelewer, behalwe as gevolg van die afwending van riet ooreenkomstig klousule 180 of 201, die ontvangsmeul die kweker vir die sukrose gelewer ooreenkomstig die voorgaande moet betaal, en dat die heffing ten opsigte van riettoetsing by die ontvangsmeul ooreenkomstig die bepalings van klousule 231 bereken, daarvan afgetrek word: Voorts met dien verstande verder dat indien 'n kweker riet aan 'n meul in Maartmaand in enige jaar lewer, die Suid-Afrikaanse Suikervereniging by aansoek van die betrokke Meulgroepraad kan verklaar dat sodanige riet vir doeleindes van hierdie Hoofstuk geag word in die daaropvolgende jaar gelewer te wees."

Vervanging van klousule 210 van die Ooreenkoms

13. Klousule 210 van die ooreenkoms word hierby deur die volgende klousule vervang:

"Riettoetsing

210. Die Suid-Afrikaanse Suikervereniging moet 'n Riettoetsdiens instel en in stand hou wat—

- (a) 'n ouditfunksie moet verrig ten opsigte van die bepaling van die totale massa sukrose wat elke meul ooreenkomstig klousule 50A binnegaan; en
- (b) die bemonstering en laboratoriumprosedures kan onderneem vir die vasstelling van die sukrose-inhoud van riet deur kwekers aan elke meul gelewer, ten opsigte waarvan die betrokke Meulgroepraad 'n kontrak met die Suid-Afrikaanse Suikervereniging vir die voorsiening van sodanige dienste aangegaan het."

Wysiging van klousule 212 van die Ooreenkoms

14. Klousule 212 van die ooreenkoms word hierby gewysig deur die uitdrukking "Riettoetsdiens" deur die uitdrukking "Suid-Afrikaanse Suikervereniging" te vervang.

Vervanging van klousule 213 van die Ooreenkoms

15. Klousule 213 van die ooreenkoms word hierby deur die volgende klousule vervang:

- "213. (1) Die Meulgroepraad by elke meul is ooreenkomstig klousule 50A verantwoordelik vir die vasstelling van die totale sukrose-massa-in-riet wat die betrokke meul binnegaan, tot die bevrediging van die Suid-Afrikaanse Suikervereniging. Die Suid-Afrikaanse Suikervereniging het te alle tye toegang tot alle fasiliteite, gegewens en ander inligting wat hy nodig ag ten einde die akkuraatheid van die vasstelling van die totale massa sukrose wat die meul binnegaan, te kontroleer.
- (2) Indien die Suid-Afrikaanse Suikervereniging nie tevrede is met die vasstelling van die totale sukrose-massa-in-riet wat 'n bepaalde meul binnegaan nie, stel hy die betrokke Meulgroepraad in kennis van sy bevindings en van die stappe wat hy vereis in werking gestel moet word ten einde die saak reg te stel, en kan hy opdrag gee dat wysigings, met terugwerkende krag, aan die resultate van die Meulgroepraad se vasstellings aangebring word. Die Meulgroepraad moet uitvoering gee aan die vereistes van die Suid-Afrikaanse Suikervereniging: Met dien verstande dat indien die betrokke Meulgroepraad of die betrokke meul of kweker(s) die geldigheid of noodsaaklikheid van die inwerkingstelling van die stappe of die wysigings betwis, hulle geregtig is om die saak na die Administrasieraad vir 'n beslissing te verwys."

Herroeping van klousule 214 van die Ooreenkoms

16. Klousule 214 van die ooreenkoms word hierby herroep.

Vervanging van klousule 215 van die Ooreenkoms

17. Klousule 215 van die ooreenkoms word hierby deur die volgende klousule vervang:

- "215. Elke Meulgroepraad moet alle toerusting, toestelle, chemikalieë en ander fasiliteite wat ooreenkomstig die Amptelike Metodes Handboek nodig is, verskaf en in stand hou."

Vervanging van klousule 216 van die Ooreenkoms

18. Klousule 216 van die ooreenkoms word hierby deur die volgende klousule vervang:

"Ontledings van rietlewerings

216. Ten einde die sukrose-inhoud van elke rietbesending wat deur 'n kweker aan 'n meul gelewer word vas te stel—

- (a) word individuele rietbesendings getoets op die wyse en teen 'n frekwensie soos van tyd tot tyd deur die betrokke Meulgroepraad bepaal;
- (b) ontwerp en bestuur elke meul sy meulrietwerf en riethouerstelsels in oorleg met die betrokke Meulgroepraad ten einde die toetsing ingevolge klousule 50A vereis, te kan uitvoer;

- (c) moet die riet, wanneer dit aan 'n herlaaiperseel gelewer word, sover doenlik, met die oog op die hoeveel-hede van individuele besendings, opgegaan word sodat die voertuig wat herlaai, slegs met riet van een kweker gevul word;
- (d) kan die betrokke Meulgroepraad, ondanks die bepalings van paragrawe (a) tot en met (c), indien besendings van enige bepaalde kwekers na sy mening deurgaans te klein vir afsonderlike monsterneming is, of om voldoende redes nie prakties afsonderlik bemonster kan word nie, gelas dat sodanige besendings vir gesamentlike bemonstering en toetsing saamgegroepeer word, en die resultate van sodanige gesamentlike bemonstering en toetsing van die riet geld vir al die rietbesendings aldus saam-gegroepeer binne 'n verspreidingstydperk in klousule 218 bedoel;
- (e) moet besendings, in soverre dit doenlik is, gepers word in die volgorde van die datums en tye waarop hulle aan 'n meul gelewer word (en eweneens op 'n eerste-in-eerste-uit-grondslag by herlaaipesele herlaai word);
- (f) moet opgaartye in 'n meulwerf tot 'n minimum beperk word en moet die betrokke Meulgroepraad die vertraging van alle besendings wat in 'n meulwerf opgegaan word, moniteer;
- (g) kan 'n Meulgroepraad enige toetsresultate wat hy as onredelik beskou, nietig verklaar of wysig; en
- (h) word aan 'n rietbesending wat om die een of ander rede nie bemonster is nie, 'n suikrose-inhoud toegeskryf ooreenkomstig die prosedures deur die Amptelike Metodes Handboek neergelê.

Wysiging van klousule 217 van die Ooreenkoms

19. Klousule 217 van die ooreenkoms word hierby gewysig deur die uitdrukking "Riettoetsdiens" deur die uitdrukking "betrokke Meulgroepraad" te vervang.

Vervanging van klousule 218 van die Ooreenkoms

20. Klousule 218 van die ooreenkoms word hierby deur die volgende klousule vervang:

"218. Elke verspreidingstydperk, wat normaalweg sewe dae is, word deur die betrokke Meulgroepraad bepaal of, indien die Meulgroepraad nie ooreen kan kom nie, word 'n verspreidingstydperk deur die Administrasieraad bepaal."

Vervanging van klousule 219 van die Ooreenkoms

21. Klousule 219 van die ooreenkoms word hierby deur die volgende klousule vervang:

"Afwykinge"

219. Indien omstandighede by 'n bepaalde meul ontstaan wat 'n afwyking van die streng vertolking van enige prosedures met betrekking tot die bepaling van die suikrose-inhoud van riet regverdig, kan die betrokke Meulgroepraad, onderworpe aan die goedkeuring van die Suid-Afrikaanse Suikervereniging, sodanige afwyking op sodanige grondslag en vir sodanige tydperk as wat hy bepaal, magtig."

Vervanging van klousule 220 van die Ooreenkoms

22. Klousule 220 van die ooreenkoms word hierby deur die volgende klousule vervang:

"Maandelikse riet- en suikroseleweringsopgawes"

220. Elke Meulgroepraad moet maandeliks aan elke meul en aan die Administrasieraad en die Kwekersvereniging verslag doen oor die totale massa riet en die suikrose-inhoud daarvan deur elke kweker gedurende die voorafgaande maandelikse tydperk aan die meul gelewer."

Vervanging van klousule 221 van die Ooreenkoms

23. Klousule 221 van die ooreenkoms word hierby deur die volgende klousule vervang:

"Relatiewe suikrose en betaling"

221. Vir doeleindes van klousules 221 tot en met 228 beteken die uitdrukking 'kwekers' met betrekking tot 'n meul—

- (a) tot 31 Maart 1998, alle kwekers wat in die kwekersregister as verbonde aan die betrokke meul aangegee word, tesame met kwekers wat slegs B-poel-riet, anders as voortspruitend uit 'n rietafwending ooreenkomstig klousule 180 of 201, aan daardie meul lewer; en
- (b) vanaf 1 April 1998, alle kwekers ten opsigte van wie sodanige meul hul tuismeul is.

221A. Behoudens enige teenstrydige bepalings hierin betaal elke meul aan kwekers pryse vir suikrose-in-rietlewerings wat op die relatiewe suikrose-inhoud van die riet gebaseer is, maar Union Co-op kan sy eie stelsel van betaling aan kwekers wat aan sy meul verbonde is kies."

Wysiging van klousule 223 van die Ooreenkoms

24. Klousule 223 van die ooreenkoms word hierby gewysig—

- (a) deur die woorde wat paragraaf (a) voorafgaan, deur die volgende te vervang:

"Die persentasie relatiewe suikrose-inhoud in die riet deur kwekers aan 'n meul gelewer, word in elke jaar ooreenkomstig die volgende bepalings bereken—";

(b) deur paragraaf (a) deur die volgende paragraaf te vervang:

"(a) Ten opsigte van die riet deur elke kweker gelewer, word die persentasie relatiewe suikrose-inhoud in die riet wat elke week gepers word, bereken deur die werklike suikrose-persent van die riet soos deur die betrokke Meulgroepraad bepaal, by die gemiddelde suikrose-persent-riet vir alle kwekers vir die volle betrokke jaar (behalwe buite-seisoen-rietlewerings) te voeg, en die gemiddelde suikrose-persent-riet vir alle kwekers gedurende die week waarin die riet gepers is, daarvan af te trek;" en

(c) deur in paragraaf (d) die uitdrukking "Riettoetsdiens" deur die uitdrukking "Suid-Afrikaanse Suikervereniging" te vervang.

Vervanging van klousule 224 van die Ooreenkoms

25. Klousule 224 van die ooreenkoms word hierby deur die volgende klousule vervang:

"224. By elke meul bereken die Meulgroepraad die relatiewe suikrose-persent-riet vir elke kweker op 'n weeklikse gemiddelde basis en elke kweker moet aan die einde van elke week deur die betrokke Meulgroepraad ingelig word aangaande sy of haar werklike en relatiewe suikrose-persent-riet vir die week, sowel as die gemiddelde vir al die kwekers vir die week en die geskatte ooreenstemmende gemiddelde vir die betrokke jaar."

Invoeging van klousule 225A in die Ooreenkoms

26. Die volgende klousule word hierby in die ooreenkoms na klousule 225 ingevoeg:

"225A. Betaling deur 'n ontvangsmeul wat nie die kweker se tuismeul is nie aan 'n kweker vir die B-poel-in-riet in klousule 209 bedoel, geskied op die wyse in klousule 225 uiteengesit."

Wysiging van klousule 226 van die Ooreenkoms

27. Klousule 226 van die ooreenkoms word hierby gewysig deur die woorde en formule wat paragraaf (a) voorafgaan, deur die volgende woorde en formule te vervang:

"By elke meul word retensierentewaardes per ton suikrose bereken, wat die totaal is van 'n berekening vir elke maand gedurende die jaar waarin riet gelewer is, gedeel deur die totale tonnemaat suikrose-in-riet wat deur die kwekers gedurende die jaar gelewer is, welke berekening ooreenkomstig die volgende formule gedoen word:

$$(V \times W - R \times M) \times \frac{P}{12} \times Z$$

In welke formule—".

Vervanging van klousule 230 van die Ooreenkoms

28. Klousule 230 van die ooreenkoms word hierby deur die volgende klousule vervang:

"Toegang tot data

230. Enige persoon wat behoorlik deur die Suid-Afrikaanse Suikervereniging daartoe gemagtig is, moet redelike toegang tot die meule en die meule se rekords met betrekking tot riettoetsing en die rekords van die betrokke Meulgroepraad hê terwyl hulle hul pligte verrig of 'n gemagtigde inspeksie of ondersoek uitvoer. Elke meul en enige persoon wat behoorlik daartoe deur 'n meul gemagtig is, moet redelike toegang tot die Meulgroepraad se rekords hê terwyl hulle die meul se pligte verrig of 'n inspeksie of ondersoek uitvoer. Die Meulenaars- en Kwekersverenigings moet te alle tye toegang tot die gegewens in besit van die Suid-Afrikaanse Suikervereniging met betrekking tot riettoetsing hê."

Vervanging van klousule 231 van die Ooreenkoms

29. Klousule 231 van die ooreenkoms word hierby deur die volgende klousule vervang:

"Finansiering van Riettoetsdiens

231. (1) Die bedrag wat vir die koste en uitgawes van riettoetsing by elke meul nodig word, moet tussen die betrokke meul en kwekers verdeel word ooreenkomstig hul persentasie-aandeel in die verdeling van die opbrengs in klousules 246 tot 248 voorgeskryf en van toepassing op die betrokke jaar: Met dien verstande egter dat die Meulgroepraad 'n ander verdeling van sodanige koste kan bepaal. Sodanige koste word deur die Meulgroeprade ooreenkomstig klousule 61 verhaal.

(2) Die bedrag wat nodig word vir die bedryfskoste en uitgawes van riettoetsing by elke meul waar die diens deur die Suid-Afrikaanse Suikervereniging verskaf word, soos van tyd tot tyd deur die Suid-Afrikaanse Suikervereniging bepaal, ongeag die metode wat vir toetsing gebruik word, word deur die Suid-Afrikaanse Suikervereniging betaal. Die Suid-Afrikaanse Suikervereniging verhaal die bedrag op die grondslag deur hom bepaal.

(3) Die bedrag wat vir die koste en uitgawes van die Riettoetsdiens in klousule 210 (a) bedoel, nodig word, is 'n nywerheidsverpligting."

Vervanging van klousule 232 van die Ooreenkoms

30. Klousule 232 van die ooreenkoms word hierby deur die volgende klousule vervang:

"232. Alle roerende bates van die Suid-Afrikaanse Suikervereniging wat by die afkondiging van hierdie bepaling ter plaatse by die onderskeie meule vir doeleindes van die Riettoetsdiens gebruik word, moet gratis na die betrokke Meulgroeprade oorgeplaas word."

Herroeping van klousule 233 van die Ooreenkoms

31. Klousule 233 van die ooreenkoms word hierby herroep.

Invoeging van klousule 235A in die Ooreenkoms

32. Die volgende klousule word hierby in die ooreenkoms na klousule 235 ingevoeg:

"235A. Indien die Suid-Afrikaanse Suikervereniging ingevolge klousule 209 verklaar dat enige riet in Maart in enige jaar gelewer, geag word in die daaropvolgende jaar gelewer te wees, word die suiker wat van sodanige riet by die betrokke meul geproduseer is, ook geag in daardie daaropvolgende jaar geproduseer te wees."

33. Die wysigings aangebring ingevolge paragrawe 2 tot 32 van hierdie Bylae word geag in werking te getree het op 1 April 1995.

No. R. 715**3 May 1996**

I, Alec Erwin, in my capacity as Minister of Trade and Industry, and acting under the powers vested in me by section 2 of the Import and Export Control Act, 1963 (Act No. 45 of 1963), hereby withdraw Government Notice No. R. 451 published in *Government Gazette* No. 14658 dated 16 March 1993.

A. ERWIN**Minister of Trade and Industry**

No. R. 715**3 Mei 1996**

Ek, Alec Erwin, in my hoedanigheid as Minister van Handel en Nywerheid, en handelende kragtens die bevoegdheid my verleen deur artikel 2 van die Wet op In- en Uitvoerbeheer, 1963 (Wet No. 45 van 1963), herroep hiermee Goewermentskennisgewing No. R. 451 gepubliseer in *Staatskoerant* No. 14658 gedateer 16 Maart 1993.

A. ERWIN**Minister van Handel en Nywerheid**

**DEPARTMENT OF TRANSPORT
DEPARTEMENT VAN VERVOER****No. R. 717****3 May 1996****MULTILATERAL MOTOR VEHICLE ACCIDENTS FUND ACT, 1989****AMENDMENT OF THE MULTILATERAL MOTOR VEHICLE ACCIDENTS REGULATIONS, 1989**

The Minister of Transport has, under section 6 of the Multilateral Motor Vehicle Accidents Fund Act, 1989 (Act No. 93 of 1989), made the regulations in the Schedule hereto.

SCHEDULE**Definition**

1. In this Schedule, unless the context otherwise indicates, "the Regulations" means the Multilateral Motor Vehicle Accidents Regulations, 1989, published under Government Notice No. R. 2314 of 27 October 1989, as amended by Government Notices Nos. R. 2618 of 1 November 1991, R. 507 of 19 March 1993, R. 754 of 22 April 1994, R. 1522 of 9 September 1994, R. 1392 of 15 September 1995, R. 1872 of 8 December 1995 and R. 367 of 1 March 1996.

Amendment of regulation 2 of Schedule A of the Regulations

2. Regulation 2 of Schedule A of the Regulations is hereby amended—

(a) by the substitution for subparagraph (iii) of paragraph (a) of subregulation (1), of the following subparagraph:

"(iii) which has been lodged on or after 1 May 1994, but not after 30 April 1998; and";

(b) by the deletion of subregulation (2); and

(c) by the substitution for subregulation (3), of the following subregulation:

"(3) The MMF itself shall be liable, in terms of the provisions of the Agreement, in respect of any claim in respect of any claim in respect of which an appointed agent is not liable in terms of subregulation (1), but subject to the provisions of regulation 3 in the case where the identity of neither the owner nor driver of the motor vehicle from the driving of which any such claim arises or arose, has been established."

Amendment of Schedule B of the Regulations

3. Schedule B of the Regulations is hereby amended by the deletion of item 2.

Commencement

4. These regulations shall come into effect on **1 May 1996**.

No. R. 717**3 Mei 1996**

MULTILATERALE MOTORVOERTUIGONGELUKKEFONDSWET, 1989

WYSIGING VAN DIE MULTILATERALE MOTORVOERTUIGONGELUKKEREGLASIES, 1989

Die Minister van Vervoer het, kragtens artikel 6 van die Multilaterale Motorvoertuigongelukkefondswet, 1989 (Wet No. 93 van 1989), die regulasies in die Bylae hiervan uitgevaardig.

BYLAE**Woordomskrywing**

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken "die Regulasies" die Multilaterale Motorvoertuigongelukkerregulasies, 1989, afgekondig by Goewermentskennisgewing No. R. 2314 van 27 Oktober 1989, soos gewysig by Goewermentskennisgewings Nos. R. 2618 van 1 November 1991, R. 507 van 19 Maart 1993, R. 754 van 22 April 1994, R. 1522 van 9 September 1994, R. 1392 van 15 September 1995, R. 1872 van 8 Desember 1995 en R. 367 van 1 Maart 1996.

Wysiging van regulasie 2 van Bylae A van die Regulasies

2. Regulasie 2 van Bylae A van die Regulasies word hierby gewysig—

- (a) deur die vervanging van subparagraaf (iii) van paragraaf (a) van subregulasie (1), deur die volgende subparagraaf:

"(iii) wat op of na 1 Mei 1994, maar nie ná 30 April 1998 nie, ingedien is; en";

- (b) deur die skraping van subregulasie (2); en

- (c) deur die vervanging van subregulasie (3), deur die volgende subregulasie:

"(3) Die MMF self is aanspreeklik, ingevolge die bepalings van die Ooreenkoms, ten opsigte van enige eis ten opsigte waarvan 'n benoemde agent nie ingevolge subregulasie (1) aanspreeklik is nie, maar behoudens die bepalings van regulasie 3 in die geval waar die identiteit van nóg die eienaar nóg die bestuurder van die motorvoertuig uit die bestuur waarvan enige sodanige eis ontstaan of ontstaan het, vasgestel is."

Wysiging van Bylae B van die Regulasies

3. Bylae B van die Regulasies word hierby gewysig deur die skraping van item 2.

Inwerkingtreding

4. Hierdie regulasies tree op **1 Mei 1996** in werking.

**DEPARTMENT OF EDUCATION
DEPARTEMENT VAN ONDERWYS****No. R. 721****3 May 1996**

NATIONAL POLICY FOR GENERAL EDUCATION AFFAIRS ACT, 1984

NOTICE OF DETERMINATION OF POLICY

I, Sibusiso Mandlenkosi Emmanuel Bengu, Minister of Education, hereby give notice in terms of section 2 (2A) of the National Policy for General Education Affairs Act, 1984 (No. 76 of 1984), that I have determined general policy in terms of section 2 (1) (d) of the said Act to be applied in respect of norms and standards for syllabuses and examination, and for the certification of qualifications as far as this relates to the matters referred to in the Schedule hereto.

The documents setting out such policy are obtainable upon written request from the Director-General: Department of Education, Private Bag X895, Pretoria, 0001.

S. M. E. BENGU
Minister of Education

SCHEDULE

Addendum to the report: *A résumé of instructional programmes in public ordinary schools*, NATED 02-550 (89/03):

Approval for the replacement of the Language of Instruction as a pass requirement by any other approved language.

No. R. 721**3 Mei 1996**

WET OP DIE NASIONALE BELEID VIR ALGEMENE ONDERWYSSAKE, 1984

KENNISGEWING VAN BELEIDSBEPALING

Ek, Sibusiso Mandlenkosi Emmanuel Bengu, Minister van Onderwys, gee hierby ingevolge artikel 2 (2A) van die Wet op die Nasionale Beleid vir Algemene Onderwysake, 1984 (No. 76 van 1984), kennis dat ek kragtens artikel 2 (1) (d) van genoemde Wet die algemene beleid bepaal het wat gevolg moet word ten opsigte van norme en standaarde vir leerplanne en eksaminering, en vir die sertifisering van kwalifikasies vir sover dit betrekking het op die aangeleenthede in die Bylae hiervan vermeld.

S. M. E. BENGU**Minister van Onderwys****BYLAE**

Addendum tot die verslag: 'n Samevatting van onderrigprogramme in openbare gewone skole, NASOP 02-550 (89/03):
Goedkeuring vir die vervanging van die Onderrigtaal deur enige ander goedgekeurde taal as 'n slaagvereiste.

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 703****3 May 1996**

LABOUR RELATIONS ACT, 1956

**ELECTRICAL CONTRACTING AND SERVICING INDUSTRY: CAPE: RENEWAL OF THE AGREEMENT FOR THE
ELECTRICAL CONTRACTING SECTION**

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 Notices Nos. R. 971 of 13 May 1983, R. 1285 of 29 June 1984, R. 1365 of 21 June 1985, R. 1340 of 27 June 1986, R. 2454 of 30 October 1987, R. 807 of 21 April 1989, R. 728 of 30 March 1990, R. 2406 of 12 October 1990, R. 2778 of 22 November 1991, R. 2689 of 25 September 1992, R. 1222 of 8 July 1994, R. 1812 of 21 October 1994 and R. 274 of 24 February 1995, to be effective from date of publication of this notice and for the period ending 31 January 1997.

D. VAN DER WALT**Director: Collective Bargaining****No. R. 703****3 Mei 1996**

WET OP ARBEIDSVARHOUDINGE, 1956

**ELEKTROTEGNIIESE AANNEMING- EN BEDIENINGSNYWERHEID: KAAP: HERNUWING VAN OOREENKOMS VIR DIE
ELEKTROTEGNIIESE AANNEMINGSEKSIE**

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoortlik 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 Goewermentskennisgewings Nos. R. 971 van 13 Mei 1983, R. 1285 van 29 Junie 1984, R. 1365 van 21 Junie 1985, R. 1340 van 27 Junie 1986, R. 2454 van 30 Oktober 1987, R. 807 van 21 April 1989, R. 728 van 30 Maart 1990, R. 2406 van 12 Oktober 1990, R. 2778 van 22 November 1991, R. 2689 van 25 September 1992, R. 1222 van 8 Julie 1994, R. 1812 van 21 Oktober 1994 en R. 274 van 24 Februarie 1995 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1997 eindig.

D. VAN DER WALT**Direkteur: Kollektiewe Bedinging****No. R. 714****3 May 1996**

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, EASTERN PROVINCE: AMENDMENT OF PROVIDENT FUND AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1996, upon the employers' organisation and the trade union which entered into the Amendment 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) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged 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 CLOTHING INDUSTRY, EASTERN PROVINCE

PROVIDENT FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, Act No. 28 of 1956, made and entered into by and between the

Eastern Province Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

being the parties to the Industrial Council for the Clothing Industry, Eastern Province,

to amend the Agreement published under Government Notice No. R. 706 of 5 April 1991, as renewed and amended by Government Notices Nos. R. 1637 of 12 July 1991, R. 2281 of 20 September 1991, R. 3229 of 27 November 1992, R. 205 and R. 206 of 12 February 1993, R. 1310 of 23 July 1993, R. 1116 of 24 June 1994 and R. 507 of 29 March 1996.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(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 East London and Port Elizabeth.

2. CLAUSE 3: DEFINITIONS

Insert the following definition after the definition of "nominee":

"redundancy/retranchment" means the termination of the employment of an employee for any or all of the following reasons:

(a) The business activity of the company is decreasing because of a deteriorating economic situation, resulting in organisation changes whereby certain positions in the company will be eliminated on a permanent basis, and/or sufficient work is not available, thereby necessitating a cutback in the workforce;

(b) The operations of the company, or parts thereof, are closing down or are undergoing changes because of—

(i) a relocation of facilities;

(ii) technological or technical changes;

(iii) automation;

(iv) mergers and takeovers; or

(v) any other event which may be deemed by the company and the trade union to be of such a nature that it warrants redundancy/retranchment of employees."

3. CLAUSE 4: PROVIDENT FUND

(1) Substitute the following for subclause (5) (a):

"(5) (a) All employees for whom wages are prescribed in the Main Agreement of the Council, having not less than a total of six months' experience in the Industry, shall become members of the Fund and contribute on the following basis:

(i) Employees earning an amount equal to or more than the weekly wage of a qualified machinist as prescribed in clause 4 (1) (j) of the Main Agreement—R4,35 per week.

(ii) Employees earning an amount less than the weekly wage of a qualified machinist as prescribed in clause 4 (1) (j) of the Main Agreement—R4,15 per week."

(2) In sub clause 6 (a) (ii), substitute the expression "four" for the expression "three".

(3) Insert the following new paragraph after subclause (6) (b):

"(bA) If a member leaves the Industry as a result of redundancy/retranchment, and his employer submits proof to this effect acceptable to the Management Committee, the provisions of subclause (6) (a) shall not apply, and he shall be entitled to the following redundancy/retranchment benefits:

(i) The total amount contributed by the member in terms of subclause (5) (a); plus

(ii) the total amount contributed towards the member's retirement benefit by the employer in terms of subclause (5) (a); plus

(iii) interest on the amounts referred to in subparagraphs (i) and (ii) hereof at a rate determined by the Management Committee and based on the report of the auditor upon the financial position of the Fund as at the 31st of December prior to the member's leaving service."

This Agreement signed at Port Elizabeth, on behalf of the parties, this 27th day of November 1995.

R. VAN DEN ELSHOUT

Chairman

M. BOTHA

Member

B. J. WILSON

Secretary

No. R. 714

3 Mei 1996

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, OOSTELIKE PROVINSIE: WYSIGING VAN VOORSORGFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1996 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 KLERASIENYWERHEID, OOSTELIKE PROVINSIE VOORSORGFONDS OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, Wet No. 28 van 1956, gesluit deur en aangegaan tussen die

Eastern Province Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie,

tot wysiging van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 706 van 5 April 1991, soos hernieu en gewysig by Goewermenskennisgewings Nos. R. 1637 van 12 Julie 1991, R. 2281 van 20 September 1991, R. 3229 van 20 November 1992, R. 205 en R. 206 van 12 Februarie 1993, R. 1310 van 23 Julie 1993, R. 1116 van 24 Junie 1994 en R. 507 van 29 Maart 1996.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrikte Oos-Londen en Port Elizabeth.

2. KLOUSULE 3: WOORDOMSKRYWING

Voeg die volgende omskrywing in na die omskrywing "benoemde":

"oortolligheid/afanking" beteken die beeindiging van die diens van 'n werknemer deur 'n werkgewer of enige van of al die volgende redes:

- (a) Die besigheidsbedrywigheid van die maatskappy neem af weens 'n verslegtende ekonomiese toestand wat organisatoriese veranderings tot gevolg het wat daartoe sal lei dat sekere poste in die maatskappy permanent sal verdwyn, en/of genoeg werk nie beskikbaar is nie, wat dus 'n besnoeiing in die werkerskorps noodsaak;
- (b) die bedrywigheide van die maatskappy, of dele daarvan, sluit of ondergaan veranderings as gevolg van—
 - (i) 'n hervestiging van geriewe;
 - (ii) tegnologiese of tegniese veranderings;
 - (iii) outomatisasie;
 - (iv) samesmeltings of oornames; of
 - (v) enige ander gebeurtenis wat deur die maatskappy en die vakverenigings van so 'n aard geag word dat dit oortolligheid/afanking van werknemers regverdig;".

3. KLOUSULE 4: VOORSORGFONDS

- (1) Vervang subklousule (5) (a) deur die volgende:

"(5) (a) Alle werknemers vir wie lone in die Hoofooreenkoms van die Raad voorgeskryf word en wat altesaam minstens ses maande ondervinding in die Nywerheid het, moet lede van die Fonds word en op die volgende grondslag bydra:

(i) Werknemers wat 'n bedrag verdien gelyk aan of meer as die weeklikse loon van 'n gekwalifiseerde masjienwerker soos voorgeskryf in klousule 4 (1) (j) van die Hoofooreenkoms—R4,35 per week.

(ii) Werknemers wat 'n bedrag verdien van minder as die weeklikse loon van 'n gekwalifiseerde masjienwerker soos voorgeskryf in klousule 4 (1) (j) van die Hoofooreenkoms—R4,15 per week."

- (2) In subklousule 6 (a) (ii) van die Engelse teks word die uitdrukking "vier" met die uitdrukking "drie" vervang.

- (3) Voeg die volgende nuwe paragraaf in na subklousule (6) (b):

"(bA) Indien 'n lid die Nywerheid as gevolg van oortolligheid/afanking verlaat en sy werkgewer bewys te dien effekte voorlê wat vir die Bestuurskomitee aanvaarbaar is, geld die bepalinge van subklousule (6) (a) nie, en is hy geregtig op die volgende oortolligheid/afankingsvoordele:

- (i) Die totale bedrag wat ingevolge subklousule (5) (a) deur die werkgewer tot die lid bygedra is; plus
- (ii) die totale bedrag wat ingevolge subklousule (5) (a) deur die werkgewer tot die lid se aftreevoordeel bygedra is; plus
- (iii) rente op die bedrae bedoel in subparagrafe (i) en (ii) hiervan teen 'n koers wat deur die Bestuurskomitee bepaal is en gebaseer is op die verslag van die ouditeur oor die finansiële stand van die Fonds soos op die 31ste Desember voor die lid diens verlaat het."

Hierdie Ooreenkoms is namens die partye op hede die 27ste dag van November 1995 te Port Elizabeth onderteken.

R. VAN DEN ELSHOUT

Voorsitter

M. BOTHA

Lid

B. J. WILSON

Sekretaris

No. R. 719

3 May 1996

LABOUR RELATIONS ACT, 1956

**LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: RENEWAL OF AGREEMENT FOR THE
GENERAL GOODS SECTION**

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 Notices Nos. R. 155 of 5 February 1993, R. 2102 of 5 November 1993 and R. 2140 of 9 December 1994, to be effective from the date of publication of this notice and for the period ending 30 June 1996.

D. VAN DER WALT

Director: Collective Bargaining

No. R. 719

3 Mei 1996

WET OP ARBEIDSVERHOUDINGE, 1956

**LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA: HERNUWING VAN OOREENKOMS VIR DIE
ALGEMENE GOEDERE SEKSIE**

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 Goewermentskennisgewings Nos. R. 155 van 5 Februarie 1993, R. 2102 van 5 November 1993 en R. 2140 van 9 Desember 1994, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1996 eindig.

D. VAN DER WALT**Direkteur: Kollektiewe Bedinging**

No. R. 735

3 May 1996

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

SECURITY SERVICES TRADE: ORDER

The following correction to Government Notice No. R. 568 appearing in *Government Gazette* No. 17089 of 6 April 1996, are hereby published for general information:

In the Afrikaans text to the Schedule:

1. GEBIED EN OMVANG VAN DIE AANSOEK

(2) *Gebiede:*

Substitute the expression "*Noordelike Provinsie: Die landdrostdistrikte Pietersburg en Potgietersrus.*", for the expression "*Noordelike Provinsie: Die landdrostdistrikte Pietersburg en Rustenburg.*", where it appears in the tenth line of the paragraph.

No. R. 735

3 Mei 1996

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

SEKURITEITSDIENSTEBEDRYF: ORDER

Onderstaande verbetering aan Goewermentskennisgewing No. R. 568 wat in *Staatskoerant* No. 17089 van 6 April 1996 verskyn, word hierby vir algemene inligting gepubliseer:

In die Afrikaanse teks van die Bylae:

1. GEBIED EN OMVANG VAN DIE AANSOEK

(2) *Gebiede:*

Vervang die uitdrukking "*Noordelike Provinsie: Die landdrostdistrikte Pietersburg en Rustenburg.*", met die uitdrukking "*Noordelike Provinsie: Die landdrostdistrikte Pietersburg en Potgietersrus.*", waar dit in die tiende reël van die paragraaf voorkom.

R. 736

3 May 1996

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

MOTOR TRANSPORT UNDERTAKING (GOODS): AMENDMENT OF MAIN AGREEMENT

The following corrections to Government Notice No. R. 567 appearing in *Government Gazette* No. 17088 of 6 April 1996, are hereby published for general information:

1. In the Afrikaans text of the Schedule:

(a) **4. KLOUSULE 4: LONE**

In subclause (2), substitute the introduction to the subclause "Vervang subklousule 4 (b) deur die volgende:", for the following introduction: "Vervang subklousule (1) (b) deur die volgende:".

(b) In subclause (2) (b), substitute the expression "'n loonverhoging van 11,5 persent" for the expression "'n loonverhoging van 11 persent" where it appears in the third line of the subclause.

2. In the English text of the Schedule:

(a) **4. CLAUSE 4: WAGES**

In subclause (2), substitute the introduction to the subclause "Substitute the following for subclause (4) (b):" for the following introduction: "Substitute the following for subclause (1) (b):".

(b) In subclause (2) (b), substitute the expression "a wage increase of 11,5 per cent" for the expression "a wage increase of 11 per cent", where it appears in the third line of the subclause.

R. 736

3 Mei 1996

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

MOTORVERVOERONDERNEMING (GOEDERE): WYSIGING VAN HOOFOOREENKOMS

Onderstaande verbeterings aan Goewermmentskennisgewing No. R. 567 wat in *Staatskoerant* No. R. 17088 van 6 April 1996 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae:

(a) **4. KLOUSULE 4: LONE**

In subklousule (2), moet die inleiding tot die subklousule "Vervang subklousule (1) (b) deur die volgende:", met die volgende inleiding vervang word: "Vervang subklousule (4) (b) deur die volgende:".

(b) In subklousule (2) (b), vervang die uitdrukking " 'n loonverhoging van 11 persent" met die uitdrukking " 'n loonverhoging van 11,5 persent" waar dit in die derde reël van die klousule voorkom.

2. In die Engelse teks van die Bylae:

(a) **4. CLAUSE 4: WAGES**

In subklousule (2), moet die aanhef tot die subklousule "Substitute the following for subclause (1) (b):", met die volgende aanhef vervang word: "Substitute the following for subclause (4) (b):".

(b) In subklousule (2) (b), vervang die uitdrukking "a wage increase of 11 per cent" met die uitdrukking "a wage increase of 11,5 per cent" waar dit in die derde reël van die subklousule voorkom.

No. R. 737

3 May 1996

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

BUILDING INDUSTRY, NORTH AND WEST BOLAND: MEDICAL AID FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 1652 of 27 October 1995 with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI

Minister of Labour

No. R. 737

3 Mei 1996

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMMENTSKENNISGEWING

BOUNYWERHEID, NOORD- EN WES-BOLAND: MEDIESE HULPFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermmentskennisgewing No. R. 1652 van 27 Oktober 1995 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI

Minister van Arbeid

No. R. 738

3 May 1996

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: RE-ENACTMENT OF MEDICAL AID FUND AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 8 June 1998, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 8 June 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 said Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE**BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST BOLAND
MEDICAL AID FUND AGREEMENT**

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

Building Industries Association North Boland

and

Bou Industrieë Assosiasie Wes-Boland

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

Building Workers' Union

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

being the parties to the Building Industrial Council, North and West Boland.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Worcester, Vredenburg, Hopefield, Piketberg, Moorreesburg, Ceres, Tulbagh, Montagu, Robertson and Swellendam.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply only to employees for whom wages are prescribed in clause 17 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n) and (o) of the Main Agreement.

2. PERIOD OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for the period ending 8 June 1998 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clause 3 of the Agreement published under Government Notice No. R. 269 of 13 February 1987, as extended, amended or re-enacted by Government Notices Nos. R. 1817 of 28 August 1987, R. 2091 of 14 October 1988, R. 2522 of 17 November 1989, R. 2524 of 17 November 1989, R. 2359 and R. 2360 of 5 October 1990, R. 3144 of 20 December 1991, R. 3037 and R. 3038 of 30 October 1992, R. 1888 of 8 October 1993, R. 1998 of 22 October 1993, R. 2038 and R. 2039 of 25 November 1994 and R. 1652 and R. 1653 of 27 October 1995 (hereinafter referred to as the "Former Agreement"), as further extended, renewed and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clause 4 of the Former Agreement, as further extended, renewed and amended from time to time, shall apply to employers and employees.

5. CLAUSE 9: CONTRIBUTIONS

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

“(a) In addition to any other remuneration payable in terms of the Main Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which amount shall cover payment of the employee's contribution to the Fund:

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	c Per hour	c Per hour	c Per hour	c Per hour
Employees for whom wages are prescribed in—				
(i) clause 17 (1) (a).....	25	25	25	16
(ii) clause 17 (1) (b) and (m) (1)	32	32	32	21
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	36	36	36	23
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	40	40	40	26
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	45	45	45	30
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	51	51	51	33
(vii) clause 17 (1) (g).....	57	57	57	38
(viii) clause 17 (1) (h).....	64	64	64	42
(ix) clause 17 (1) (i).....	72	—	64	—
(x) clause 17 (1) (j).....	72	72	72	48
(xi) clause 17 (1) (k).....	72	—	72	—
(xii)clause 17 (1) (l)			80	80

80 54.”.

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

“(a) Every employer shall on each pay day deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution, as the employees' contribution to the Fund, to the Council each week:

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 17 (1) (a).....	10,50	10,50	10,50	6,72
(ii) clause 17 (1) (b) and (m) (1)	13,44	13,44	13,44	8,82
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	15,12	15,12	15,12	9,66
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	16,80	16,80	16,80	10,92
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	18,90	18,90	18,90	12,60
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	21,42	21,42	21,42	13,86
(vii) clause 17 (1) (g).....	23,94	23,94	23,94	15,96
(viii) clause 17 (1) (h).....	26,88	26,88	26,88	17,64
(ix) clause 17 (1) (i).....	30,24	—	26,88	—
(x) clause 17 (1) (j).....	30,24	30,24	30,24	20,16
(xi) clause 17 (1) (k).....	30,24	—	30,24	—
(xii)clause 17 (1) (l)			33,60	33,60

33,60 22,68.”.

Signed on behalf of the parties on this 17th day of October 1995.

P. A. BOTHA

Chairman

D. E. SIMMONS

Councillor

No. R. 738

3 Mei 1996

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, NOORD- EN WES-BOLAND: HERBEKRAGTING VAN MEDIESE HULPFONDSOORENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 8 Junie 1998 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd die vervat in klousules 1 (1) (a), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 8 Junie 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE**BOUNYWERHEIDSRAAD, NOORD- EN WES-BOLAND
OOREENKOMS VIR DIE MEDIESE HULPFONDS**

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

Building Industries Association North Boland

en

Bou Industrieë Assosiasie Wes-Boland

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

Building Workers’ Union

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

wat die partye is by die Bounywerheidsraad, Noord- en Wes-Boland.

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte, Worcester, Vredenburg, Hopefield, Piketberg, Moorreesburg, Ceres, Tulbagh, Montagu, Robertson en Swellendam.

(2) Ondanks subklousule (1) (a) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf word by klousule 17 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n) en (o) van die Hofooreenkoms.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 8 Junie 1998 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings soos vervat in klousule 3 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 269 van 13 Februarie 1987, soos verleng, gewysig of herbekragtig is by Goewermmentskennisgewings Nos. R. 1817 van 28 Augustus 1987, R. 2091 van 14 Oktober 1988, R. 2522 van 17 November 1989, R. 2524 van 17 November 1989, R. 2359 en R. 2360 van 5 Oktober 1990, R. 3144 van 20 Desember 1991, R. 3037 en R. 3038 van 30 Oktober 1992, R. 1888 van 8 Oktober 1993, R. 998 van 22 Oktober 1993, R. 2038 en R. 2039 van 25 November 1994 en R. 1652 en R. 1653 van 27 Oktober 1995 (hierna die “Vorige Ooreenkoms” genoem), soos van tyd tot tyd verder verleng, hernieu en gewysig is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalings soos vervat in klousule 4 van die Vorige Ooreenkoms soos van tyd tot tyd verder verleng, hernieu en gewysig, is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 9: BYDRAES

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

“(a) Benewens ander besoldiging wat ingevolge die Hoofooreenkoms betaalbaar is, moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers, ten opsigte van elke uur deur sodanige werknemer gewerk, die toelae betaal wat hieronder bepaal word, welke bedrag die betaling van die werknemer se bydrae tot die Fonds moet dek:

Kategorie werknemer	Vanaf datum van inwerkingtreding van Ooreenkoms			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	c Per uur	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 17 (1) (a).....	25	25	25	16
(ii) klousule 17 (1) (b) and (m) (1).....	32	32	32	21
(iii) klousule 17 (1) (c), (m) (2), (n) (1) and (o)	36	36	36	23
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	40	40	40	26
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	45	45	45	30
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	51	51	51	33
(vii) klousule 17 (1) (g).....	57	57	57	38
(viii) klousule 17 (1) (h).....	64	64	64	42
(ix) klousule 17 (1) (i).....	72	—	64	—
(x) klousule 17 (1) (j).....	72	72	72	48
(xi) klousule 17 (1) (k).....	72	—	72	—
(xii)klousule 17 (1) (l)			80	80

80 54.”.

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

“(a) Elke werkgewer moet op elke betaaldag die bydrae hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is en sodanige bydrae, as die werknemer se bydrae tot die Fonds, elke week aan die Raad betaal:

Kategorie werknemer	Vanaf datum van inwerkingtreding van Ooreenkoms			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 17 (1) (a).....	10,50	10,50	10,50	6,72
(ii) klousule 17 (1) (b) and (m) (1).....	13,44	13,44	13,44	8,82
(iii) klousule 17 (1) (c), (m) (2), (n) (1) and (o)	15,12	15,12	15,12	9,66
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	16,80	16,80	16,80	10,92
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	18,90	18,90	18,90	12,60
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	21,42	21,42	21,42	13,86
(vii) klousule 17 (1) (g).....	23,94	23,94	23,94	15,96
(viii) klousule 17 (1) (h).....	26,88	26,88	26,88	17,64
(ix) klousule 17 (1) (i).....	30,24	—	26,88	—
(x) klousule 17 (1) (j).....	30,24	30,24	30,24	20,16
(xi) klousule 17 (1) (k).....	30,24	—	30,24	—
(xii)klousule 17 (1) (l)			33,60	33,60

33,60 22,68.”.

Namens die partye op hede die 17de dag van Oktober 1995 onderteken.

P. A. BOTHA

Voorsitter

D. E. SIMMONS

Raadslid

No. R. 739

3 May 1996

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 30 June 1996, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1996, 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

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, R. 636 of 5 May 1995 and R. 1587 of 20 October 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 7: COUNCIL FUNDS

In subclause (1), substitute the expression "R5,00" for the expression "R2,50".

3. CLAUSE 17: REMUNERATION

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

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

	Monthly	Weekly	Daily	Hourly	Weekly <i>pro rate</i> leave pay	
					Under three Years	Over three years
Assistant manager	827,00	190,99	34,73	4,24	11,69	15,92
Caretaker (up to 10 flats)	719,00	166,05	30,19	3,69	10,17	13,84
Caretaker (more than 10 flats)	793,00	183,14	33,30	4,07	11,21	15,26

	Monthly	Weekly	Daily	Hourly	Weekly <i>pro rate</i> leave pay	
					Under three Years	Over three years
Clerical employee—						
first year of experience	780,00	180,14	32,75	4,00	11,03	15,01
second year of experience.....	802,00	185,22	33,68	4,12	11,34	15,44
thereafter.....	969,00	223,79	40,69	4,97	13,70	18,65
Cook—						
first year of experience	673,00	155,43	28,26	3,45	9,52	12,95
second year of experience.....	756,00	174,60	31,74	3,88	10,69	14,55
thereafter.....	780,00	180,14	32,75	4,00	11,03	15,01
General service employee	629,00	145,27	26,41	3,23	8,89	12,11
Handyman.....	673,00	155,43	28,26	3,45	9,52	12,95
Headwaiter.....	793,00	183,14	33,30	4,07	11,21	15,26
Housekeeper.....	780,00	180,14	32,75	4,00	11,03	15,01
Kitchen supervisor	648,00	149,65	27,21	3,33	9,16	12,47
Laundry supervisor	648,00	149,65	27,21	3,33	9,16	12,47
Manager.....	1 018,00	235,10	42,75	5,22	14,39	19,59
Motor vehicle driver	708,00	163,51	29,73	3,63	10,01	13,63
Porter/Night porter	708,00	163,51	29,73	3,63	10,01	13,63
Receptionist	923,00	213,16	38,76	4,74	13,05	17,76
Telephone switchboard operator.....	648,00	149,65	27,21	3,33	9,16	12,47
Waiter—						
first year of experience	638,00	147,34	26,79	3,27	9,02	12,28
thereafter.....	684,00	157,97	28,72	3,51	9,67	13,16
Watchman	733,00	169,28	28,21	2,82	10,36	14,11

SCHEDULE C

SCALE OF RENUMERATION 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	Weekly <i>pro rate</i> leave pay	
					Under three Years	Over three years
Assistant manager	851,00	196,54	35,73	4,37	12,03	16,38
Caretaker (up to 10 flats).....	851,00	196,54	35,73	4,37	12,03	16,38
Caretaker (more than 10 flats).....	923,00	213,16	38,76	4,74	13,05	17,76
Clerical employee—						
first year of experience	780,00	180,14	32,75	4,00	11,03	15,01
second year of experience.....	802,00	185,22	33,68	4,12	11,34	15,44
thereafter.....	969,00	223,79	40,69	4,97	13,70	18,65
Cook—						
first year of experience	673, 00	155,43	28,26	3,45	9,52	12,95
second year of experience.....	773,00	178,52	32,46	3,97	10,93	14,88
thereafter.....	802,00	185,22	33,68	4,12	11,34	15,44
General service employee	658,00	151,96	27,63	3,38	9,30	12,66
Handyman.....	708,00	163,51	29,73	3,63	10,01	13,63
Headwaiter.....	802,00	185,22	33,68	4,12	11,34	15,44

	Monthly	Weekly	Daily	Hourly	Weekly <i>pro rate</i> leave pay	
					Under three Years	Over three years
Housekeeper.....	827,00	190,99	34,73	4,24	11,69	15,92
Kitchen supervisor	673,00	155,43	28,26	3,45	9,52	12,95
Laundry supervisor	673,00	155,43	28,26	3,45	9,52	12,95
Manager.....	1 041,00	240,42	43,71	5,34	14,72	20,04
Motor vehicle driver	733,00	169,28	30,78	3,76	10,36	14,11
Porter/Night porter	733,00	169,28	30,78	3,76	10,36	14,11
Receptionist	923,00	213,16	38,76	4,74	13,05	17,76
Telephone switchboard operator.....	659,00	152,19	27,67	3,38	9,32	12,68
Waiter—						
first year of experience	661, 00	152,66	27,76	3,39	9,35	12,72
thereafter.....	733,00	169,28	30,78	3,76	10,36	14,11
Watchman	758,00	175,06	29,18	2,92	10,72	14,59.”.

Signed at Port Shepstone, on behalf of the parties, this 18th day of December 1995.

D. G. COMINOS

Chairman of the Council

L. REDDY

Vice-Chairman of the Council

C. DHRUMARAJ

Acting Secretary of the Council

No. R. 739

3 Mei 1996

WET OP ARBEIDSVERHOUDINGE, 1956

**DRANK-, VERVERSINGS- EN AKKOMMODASIEBEDRYF, 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 30 Junie 1996 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1996 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

BYLAE

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

ooreenkoms 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,

tot wysiging van die Ooreenkoms, gepubliseer by Goewermenskennisgewing No. R. 315 van 24 Februarie 1978, soos gewysig en hernieu by Goewermenskennisgewings 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, R. 636 van 5 Mei 1995 en R. 1587 van 20 Oktober 1995.

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 landdrostdistrikte Port Shepstone, Umzinto en Durban (uitgesonderd die gebied binne 'n radius van 16,09 kilometer vanaf die Hoofposkantoor, Durban, en die gedeelte wat voor die publikasie van Goewermenskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het).

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

2. KLOUSULE 7: FONDSE VAN DIE RAAD

In subklousule (1), vervang die uitdrukking "R2,50" deur die uitdrukking "R5,00".

3. KLOUSULE 17: BESOLDIGING

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

"BYLAE B

SKAAL VAN BESOLDIGING IN DIE AKKOMMODASIEBEDRYF IN DIE LANDDROSDISTRIKTE PORT SHEPSTONE EN UMZINTO

	Maandeliks	Weekliks	Daagliks	Uurliks	Pro rata weeklikse verlof-soldy	
					Tot en met drie jaar diens	Meer as drie jaar diens
Assistent-bestuurder	827,00	190,99	34,73	4,24	11,69	15,92
Opsigter (tot 10 woonstelle)	719,00	166,05	30,19	3,69	10,17	13,84
Opsigter (meer as 10 woonstelle)	793,00	183,14	33,30	4,07	11,21	15,26
Klerk—						
eerste jaar ondervinding	780,00	180,14	32,75	4,00	11,03	15,01
tweede jaar ondervinding	802,00	185,22	33,68	4,12	11,34	15,44
daarna	969,00	223,79	40,69	4,97	13,70	18,65
Kok—						
eerste jaar ondervinding	673,00	155,43	28,26	3,45	9,52	12,95
tweede jaar ondervinding	756,00	174,60	31,74	3,88	10,69	14,55
daarna	780,00	180,14	32,75	4,00	11,03	15,01
Algemene dienstewerknemer	629,00	145,27	26,41	3,23	8,89	12,11
Faktotum	673,00	155,43	28,26	3,45	9,52	12,95
Hoofkelner	793,00	183,14	33,30	4,07	11,21	15,26
Huishoudster	780,00	180,14	32,75	4,00	11,03	15,01
Kombuistoeshouder	648,00	149,65	27,21	3,33	9,16	12,47
Wasserytoeshouder	648,00	149,65	27,21	3,33	9,16	12,47
Bestuurder	1 018,00	235,10	42,75	5,22	14,39	19,59
Motorvoertuigdrywer	708,00	163,51	29,73	3,63	10,01	13,63
Portier/nagportier	708,00	163,51	29,73	3,63	10,01	13,63
Ontvangsdame	923,00	213,16	38,76	4,74	13,05	17,76
Telefonis	648,00	149,65	27,21	3,33	9,16	12,47
Kelner—						
eerste jaar ondervinding	638,00	147,34	26,79	3,27	9,02	12,28
daarna	684,00	157,97	28,72	3,51	9,67	13,16
Wag	733,00	169,28	28,21	2,82	10,36	14,11

BYLAE C

SKAAL VAN BESOLDIGING IN DIE AKKOMMODASIEBEDRYF IN DIE LANDDROSDISTRIK DURBAN (UITGESONDERD DIE GEBIED BINNE 'N STRAAL VAN 16,09 KILOMETER VANAF DIE HOOFPOSKANTOOR, DURBAN, EN DIE GEDEELTE WAT VOOR DIE PUBLIKASIE VAN GOEWERMENTSKENNISGEWING No. 1401 VAN 16 AUGUSTUS 1968, BINNE DIE LANDDROSDISTRIK UMLAZI GEVAL HET)

	Maandeliks	Weekliks	Daagliks	Uurliks	Pro rata weeklikse verlof-soldy	
					Tot en met drie jaar diens	Meer as drie jaar diens
Assistent-bestuurder	851,00	196,54	35,73	4,37	12,03	16,38
Opsigter (tot 10 woonstelle)	851,00	196,54	35,73	4,37	12,03	16,38
Opsigter (meer as 10 woonstelle)	923,00	213,16	38,76	4,74	13,05	17,76
Klerk—						
eerste jaar ondervinding	780,00	180,14	32,75	4,00	11,03	15,01
tweede jaar ondervinding	802,00	185,22	33,68	4,12	11,34	15,44
daarna	969,00	223,79	40,69	4,97	13,70	18,65
Kok—						
eerste jaar ondervinding	673,00	155,43	28,26	3,45	9,52	12,95
tweede jaar ondervinding	773,00	178,52	32,46	3,97	10,93	14,88
daarna	802,00	185,22	33,68	4,12	11,34	15,44
Algemene dienstewerknemer	658,00	151,96	27,63	3,38	9,30	12,66
Faktotum	708,00	163,51	29,73	3,63	10,01	13,63
Hoofkelner	802,00	185,22	33,68	4,12	11,34	15,44
Huishoudster	827,00	190,99	34,73	4,24	11,69	15,92
Kombuistoessighouer	673,00	155,43	28,26	3,45	9,52	12,95
Wasserytoessighouer	673,00	155,43	28,26	3,45	9,52	12,95
Bestuurder	1 041,00	240,42	43,71	5,34	14,72	20,04
Motorvoertuigdrywer	733,00	169,28	30,78	3,76	10,36	14,11
Portier/nagportier	733,00	169,28	30,78	3,76	10,36	14,11
Ontvangsdame	923,00	213,16	38,76	4,74	13,05	17,76
Telefoniste	659,00	152,19	27,67	3,38	9,32	12,68
Kelner—						
eerste jaar ondervinding	661,00	152,66	27,76	3,39	9,35	12,72
daarna	733,00	169,28	30,78	3,76	10,36	14,11
Wag	758,00	175,06	29,18	2,92	10,72	14,59".

Namens die patye op hede die 18de dag van Desember 1995 te Port Shepstone, onderteken.

D. G. COMINOS

Voorsitter van die Raad

L. REDDY

Ondervoorsitter van die Raad

C. DHRUMARAJ

Waarnemende Sekretaris

No. R. 740**3 May 1996**

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

BUILDING INDUSTRY, NORTH AND WEST BOLAND

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 805 of 9 June 1995 and R. 1651 of 27 October 1995, with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI**Minister of Labour****No. R. 740****3 Mei 1996**

WET OP ARBEIDSV ERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWING

BOUNYWERHEID, NOORD- EN WES-BOLAND

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings Nos. R. 805 van 9 Junie 1995 en R. 1651 van 27 Oktober 1995, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI**Minister van Arbeid****No. R. 741****3 May 1996**

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST BOLAND: RE-ENACTMENT OF MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 19 June 1998, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3 and 10, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 19 June 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 areas specified in clause 1 of the said Agreement.

T. T. MBOWENI**Minister of Labour****SCHEDULE****BUILDING INDUSTRIAL COUNCIL, NORTH AND WEST BOLAND****AGREEMENT**

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

Building Industries Association North Boland

and

Bou Industrieë Assosiasie Wes-Boland

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

Building Workers' Union

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

being the parties to the Building Industrial Council, North and West Boland,

to amend the Main Agreement published under Government Notice No. R. 805 of 9 June 1995 as amended by Government Notice No. R. 1651 of 27 October 1995.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Ceres, Hopefield, Moorreesburg, Piketberg, Tulbagh, Vredenburg, Worcester, Montagu, Robertson and Swellendam.

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

(a) apply only to those classes of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 805 of 9 June 1995, as amended;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;

(d) not apply to general foremen;

(e) apply to labour-only contractors, working partners and working directors, principals and contractors.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force until 19 June 1998, or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 6 (8) (d), 22, 23, 27, 29 and 32 of the Agreement published under Government Notice, No. R. 805 of 9 June 1995, as amended (hereinafter referred to as the "Former Agreement", shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 6 (8) (c), 6 (8) (e) to 21, 24 to 26, 28, 30, 31 to 39 of the Former Agreement, as amended, shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

(1) Insert the following new definition after the definition of "Area 'C'":

"Area 'D' " means the Magisterial Districts of Montagu, Robertson and Swellendam;"

(2) Substitute the following for the definition of "Building Industry":

"**Building Industry**" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees, excluding owner-builders as defined, are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless such demolitions were not carried out for the purpose of preparing the sites for building operations:

Bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate in marble and in composition, drainlaying, slating and roof tiling, bituminous work, asphaltting and sheeting, and the erecting of prefabricated structures or garden walls and/or boundary walls with posts, slabs or any other materials;

concrete paving, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building, whether such paving forms an integral part of the structure or not;

French polishing, which includes polishing with a brush or pad and spraying with any composition;

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the article in the building or structure is done by the person making or preparing the article used;

masonry, which includes stone cutting and building, also the cutting and building of ornamental and monumental stonework, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stone-polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metalwork, which includes the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames and metal stairs and architectural metalwork, the making and/or fixing of drawn metalwork and sheet and extruded metal; whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes prime and undercoat, decorating, distempering, graining, glazing, marbling, paper-hanging, staining, spraying, signwriting and wall decoration, varnishing, enamelling, gilding, lining, stencilling, wax-polishing, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, the washing and cleaning of painted or distempered walls and the washing and cleaning of woodwork when such removal, scraping, washing and cleaning are preparatory to any of the said processes;

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stonework, wall and floor tiling and paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilation, heating, hot and cold water fitting, five-sprinkle installation and the making and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

shop, office and bank fitting, which includes the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks and/or the fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

steel reinforcing, which includes the making and erection of shuttering and the supervision of the bending, placing and fixing in position of steel and concrete;

woodworking, which includes carpentry, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceilings and wall covering, the plugging of walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber, and the sandpapering thereof, cork carpeting and any class or kind of linoleum when fixed in any building or structure, and the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used."

6. CLAUSE 16 OF THE FORMER AGREEMENT: ANNUAL LEAVE AND PUBLIC HOLIDAYS

Substitute the following for subclause (4):

"(4) *Payment for public holidays*:

(a) In addition to any other remuneration payable in terms of this Agreement, an employer shall remunerate each of his employees in respect of the public holidays, if they fall on any day from Monday to Friday, at the basic rate of pay and for the normal daily working hours of each such employee, and the employer contributions to the benefit funds provided for in the Council's Agreements shall also be payable in respect of such public holiday."

7. CLAUSE 17 OF THE FORMER AGREEMENT: WAGES

Substitute the following for subclause (1):

"(1) Subject to the remaining provisions of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per hour	R Per hour	R Per hour	R Per hour
(a) Cleaners.....	3,13	3,13	2,47	2,06
(b) (1) General workers, manufacturing workers, dumper drivers and hoist operators	3,98	3,98	3,12	2,60
	Per week	Per week	Per week	Per week
(2) Guards and security guards (full-time)	167,16	167,16	131,04	109,20
	Per hour	Per hour	Per hour	Per hour
(c) Building worker Class 4	4,45	4,45	3,52	2,93
(d) Building worker Class 3	5,01	5,01	3,96	3,30
(e) Building worker Class 2	5,63	5,63	4,45	3,71
(f) Building worker Class 1	6,34	6,34	5,00	4,17
(g) Artisan painters and roofers.....	7,13	7,13	5,64	4,70
(h) Artisans in all other trades	8,02	8,02	6,34	5,29
(i) Craftsmen grade 2 painters	9,02	—	6,34	—
(j) Craftsmen grade 1 painters and roofers.....	9,02	9,02	7,13	5,95
(k) Craftsmen grade 2 in all other crafts	9,44	—	7,13	—

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
(l) Craftsmen grade 1 in all other crafts	10,03	10,03	8,02	6,69
	Per week	Per week	Per week	Per week
(m) Drivers of motor vehicles and operators of power-driven plant which are required to be in possession of a—				
(1) Code 5–8 licence	167,16	67,16	131,04	109,20
(2) Code 9–10 licence	186,90	186,90	147,84	123,60
(3) Code 11 licence	210,42	210,42	166,32	138,60
(4) Code 13 licence	236,46	236,46	186,90	155,82
(5) Code 14 licence	266,28	266,28	210,00	175,14
	Per hour	Per hour	Per hour	Per hour
(n) (1) Trainee building worker Class 4	4,45	4,45	3,52	2,93
(2) Trainee building worker Class 3	5,01	5,01	3,96	3,30
(3) Trainee building worker Class 2	5,63	5,63	4,45	3,71
(4) Trainee building worker Class 1	6,34	6,34	5,00	4,17
(o) Apprentices	4,45	4,45	3,52	2,93:

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981:

Provided further that the wages prescribed above for drivers/plant operators shall be payable if such employees have worked 42 normal working hours or more but not more than 46 normal working hours in any week. If such employees have, however, worked less than 42 normal working hours in any week, their wages for the respective week shall be calculated as follows: The above prescribed wages divided by 42 hours, multiplied by the actual number of normal working hours worked."

8. CLAUSE 24: HOLIDAY FUND AND LEAVE PAY AND STABILISATION FUND

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

"(1) *Holiday Fund*: In addition to any other remuneration payable in terms of this Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which shall cover payment in respect of the annual leave period mentioned in clause 16 (1) (a):

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
Employees from whom wages are prescribed in—	c	c	c	c
	Per hour	Per hour	Per hour	Per hour
(i) clause 17 (1) (a)	19	19	15	13
(ii) clause 17 (1) (b) and (m) (1)	24	24	19	16
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	27	27	22	18
(iv) clause 17 (1) (d), (m) (3) and (n) (2)	31	31	24	20
(v) clause 17 (1) (e), (m) (4) and (n) (3)	34	34	27	23
(vi) clause 17 (1) (f), (m) (5) and (n) (4)	39	39	31	26
(vii) clause 17 (1) (g)	44	44	35	29
(viii) clause 17 (1) (h)	49	49	39	32
(ix) clause 17 (1) (i)	55	—	39	—
(x) clause 17 (1) (j)	55	55	44	36
(xi) clause 17 (1) (k)	58	—	44	—
(xii) clause 17 (1) (l)	61	61	49	41."

(2) Substitute the following for subclause (3) (a):

"(3) *Contributions:* (a) Every employer shall on each payday deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Council each week:

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 17 (1) (a).....	7,98	7,98	6,30	5,46
(ii) clause 17 (1) (b) and (m) (1)	10,08	10,08	7,98	6,72
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	11,34	11,34	9,24	7,56
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	13,02	13,02	10,08	8,40
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	14,28	14,28	11,34	9,66
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	16,38	16,38	13,02	10,92
(vii) clause 17 (1) (g).....	18,48	18,48	14,70	12,18
(viii) clause 17 (1) (h).....	20,58	20,58	16,38	13,44
(ix) clause 17 (1) (i).....	23,10	—	16,38	—
(x) clause 17 (1) (j).....	23,10	23,10	18,48	15,12
(xi) clause 17 (1) (k).....	24,36	—	18,48	—
(xii) clause 17 (1) (l).....	25,62	25,62	20,58	17,22."

9. CLAUSE 25 OF THE FORMER AGREEMENT: PENSION OR LIKE FUND

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per hour	R Per hour	R Per hour	R Per hour
Employees for whom wages are prescribed in—				
(i) clause 17 (1) (a).....	50	50	40	16
(ii) clause 17 (1) (b) and (m) (1)	64	64	50	21
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	71	71	56	23
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	80	80	63	26
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	90	90	71	30
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	101	101	80	33
(vii) clause 17 (1) (g).....	114	114	90	38
(viii) clause 17 (1) (h).....	128	128	101	42
(ix) clause 17 (1) (i).....	144	—	101	—
(x) clause 17 (1) (j).....	144	144	114	48
(xi) clause 17 (1) (k).....	144	—	114	—
(xii) clause 17 (1) (l).....	160	160	128	54."

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

"(2) *Contributions:* (a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees, the contribution specified hereunder and pay such contribution to the Council each week:

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 17 (1) (a).....	21,00	21,00	16,80	6,72
(ii) clause 17 (1) (b) and (m) (1)	26,88	26,88	21,00	8,82
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	29,82	29,82	23,52	9,66
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	33,60	33,60	26,46	10,92
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	37,80	37,80	29,82	12,60
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	42,42	42,42	33,60	13,86
(vii) clause 17 (1) (g).....	47,88	47,88	37,80	15,96
(viii) clause 17 (1) (h).....	53,76	53,76	42,42	17,64
(ix) clause 17 (1) (i).....	60,48	—	42,42	—
(x) clause 17 (1) (j).....	60,48	60,48	47,88	20,16
(xi) clause 17 (1) (k).....	60,48	—	47,88	—
(xii) clause 17 (1) (l).....	67,20	67,20	53,76	22,68."

10. CLAUSE 27 OF THE FORMER AGREEMENT: TRADE UNION SUBSCRIPTIONS

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

"(1) (a) Every employer shall, in respect of every employee in his employment who is a member of the trade union which is a party to the Agreement, deduct from the wages of each such employee for trade union subscription payable the following amount:

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 17 (1) (a), (b), (m) (1)	1,75	1,75	1,75	1,75
(ii) clause 17 (1) (c), (d), (e), (f), (m) (2) (3) (4) (5) and (n) (1) (2) (3) (4) and (o)	2,65	2,65	2,65	2,65
(iii) clause 17, (1) (g), (h), (i), (j), (k) and (l).....	3,50	3,50	3,50	3,50."

11. CLAUSE 28 OF THE FORMER AGREEMENT: SICK PAY FUND FOR THE BUILDING INDUSTRY

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

"(2) Allowance: (a) In addition to any other remuneration payable in terms of the Agreement, an employer shall pay each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which amount shall cover payment of the employee's contribution to the Fund:

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	c Per hour	c Per hour	c Per hour	c Per hour
Employees for whom wages are prescribed in—				
(i) clause 17 (1) (a).....	5	5	4	3
(ii) clause 17 (1) (b) and (m) (1)	6	6	5	3
(iii) clause 17, (1) (c), (m) (2), (n) (1) and (o)	7	7	5	4
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	8	8	6	5
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	8	8	7	5
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	10	10	8	6
(vii) clause 17 (1) (g).....	11	11	8	7
(viii) clause 17 (1) (h).....	12	12	10	7

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per hour	R Per hour	R Per hour	R Per hour
(ix) clause 17 (1) (i).....	14	—	10	—
(x) clause 17 (1) (j).....	14	14	11	8
(xi) clause 17 (1) (k).....	14	—	11	—
(xi) clause 17 (1) (l).....	15	15	12	10."

(2) Substitute the following for subclause (3) (a):

"(3) *Contributions:* (a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Fund each week:

Category of employee	As from date of coming into operation of Agreement			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—				
(i) clause 17 (1) (a).....	2,10	2,10	1,68	1,26
(ii) clause 17 (1) (b) and (m) (1)	2,52	2,52	2,10	1,26
(iii) clause 17, (1) (c), (m) (2), (n) (1) and (o)	2,94	2,94	2,10	1,68
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	3,36	3,36	2,52	2,10
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	3,36	3,36	2,94	2,10
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	4,20	4,20	3,36	2,52
(vii) clause 17 (1) (g).....	4,62	4,62	3,36	2,94
(viii) clause 17 (1) (h).....	5,04	5,04	4,20	2,94
(ix) clause 17 (1) (i).....	5,88	—	4,20	—
(x) clause 17 (1) (j).....	5,88	5,88	4,62	3,36
(xi) clause 17 (1) (k).....	5,88	—	4,62	—
(xi) clause 17 (1) (l).....	6,30	6,30	5,04	4,20."

Signed on behalf of the parties this 17th day of October 1995.

P. A. BOTHA

Chairman

D. E. SIMMONS

Councillor

N. J. KRUGER

Secretary

No. R. 741

3 Mei 1996

WET OP ARBEIDSVIRHOUDINGE, 1956

BOUNYWERHEID, NOORD- EN WES-BOLAND: HERBEKRAKTIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikels 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Junie 1998 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 3 en 10, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Junie 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 gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE
BOUNYWERHEIDSRAAD, NOORD- EN WES-BOLAND
OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die
Building Industries Association North Boland
en

Bou Industrieë Assosiasie Wes-Boland

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die
Building Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Bounywerheidsraad, Noord- en Wes-Boland,

tot wysiging van die Hoofooreenkoms gepubliseer by Goewermentskennisgewing No. R. 805 van 9 Junie 1995, soos gewysig by Goewermentskennisgewing No. R. 1651 van 27 Oktober 1995.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

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

(b) in die landdrosdistrikte Ceres, Hopefield, Moorreesburg, Piketberg, Tulbagh, Vredenburg, Worcester, Montagu, Robertson en Swellendam.

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

(a) van toepassing slegs op die klasse werknemers vir wie lone voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 805 van 9 Junie 1995, soos gewysig;

(b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes of 'n kennisgewing wat daarkragtens voorgeskryf of beteken is;

(c) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksie-toesighouers, konstruksieopmeters en ander sodanige persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

(d) nie van toepassing op alegemene voormanne nie;

(e) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister kragtens artikel 48 van die Wet vasstel, en bly van krag tot 18 Junie 1998 of vir dié tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings van klousules 6 (8) (d), 22, 23, 27, 29 en 32 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 805 van 9 Junie 1995, soos gewysig (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 6 (8) (c), 6 (8) (e) tot 21, 24 tot 26, 28, 30, 31 tot 39 van die Vorige Ooreenkoms, soos gewysig, is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS: WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywing in na die omskrywing van "Gebied 'C'":

"Gebied 'D'" die landdrosdistrikte Montagu, Robertson en Swellendam;"

(2) Vervang die omskrywing van "Bounywerheid" deur die volgende:

"**Bounywerheid**" sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers, uitgesonderd eienaar-bouers soos omskryf, met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by die volgende bedrywighede of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie:

Messelwerk, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioollêwerk, leiwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke, of tuinmure en/of grensmure met pilare, blaaie of enige ander materiale;

betonplaveiwerk, wat die volgende insluit: Die lê van beton op die grond tussen geboue, sowel as betonpaadjies wat op dieselfde terrein as 'n gebou gelê word, hetsy sodanige plaveiwerk 'n integrerende deel van die bouwerke uitmaak of nie;

lakpolitoering, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

skrynwerk, wat die vervaardiging van alle skrynwerkartikels insluit, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sierklipwerk, betonering en die aanbring of inbou van voorafgegieëte en/of kunsklip of marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad, die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende insluit: Die aanwending van grond- en onderlae, versiering, distempering, vlamskildering, glasuring, marmering, muurplakking, beitsing, spuitskildering, letterskilderwerk en muurversiering, vernissing, emaljer- ing, vergulding, belyning, sjablonering, waspolering, afwitting en kleurkalking en houtverduursaming en wat ook insluit die verwydering van verf, die skraping, was en skoonmaak van geveerde of gedistemperde mure en die was en skoon- maak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

pleisterwerk, wat die volgende insluit: Modelleerwerk, granoliet- en komposisiebevloering, komposisiemuurbek- dekking en -polering, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïekwerk, met inbegrip van die aanwending van asfaltmestiek of bitumineuse mestiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gemaak word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarming, die aanlê van warm en koue water, die installering van brandsprinkelaars en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende insluit: Die vervaardiging van vaste toebehore volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binneshuise los en vaste toebehore;

staalbewapening, wat die volgende insluit: Die maak en oprigting van bekisting, en toesighouding oor die buig, plasing en vassit in die regte posisie van staal en beton;

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad, masjinerie, draaiwerk, houtsny- werk, die aanbring van golfyster-, asbesteël-, dakspaan- en ander dakbedekkings, klank- en akoestiekmetaal, kurk- en asbesisolasie, houtlatwerk, komposisieplafonne en muurbekleding, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering, met inbegrip van bevloering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enigeklas of soort linoleum wat in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiaal of vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie.”.

6. KLOUSULE 16 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Vervang subklousule (4) deur die volgende:

“(4) *Betaling vir openbare vakansiedae:*

(a) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer elke werknemer ten opsigte van die openbare vakansiedae, indien hulle op enige dag vanaf Maandag tot Vrydag val, besoldig teen die basiese loon en vir die gewone daaglikse werkure van elke sodanige werknemer, en die werkgewer se bydraes tot die bystandsfondse waarvoor in die Raad se Ooreenkomste voorsiening gemaak word is ook betaalbaar ten opsigte van sodanige openbare vakansiedag.”.

7. KLOUSULE 17 VAN DIE VORIGE OOREENKOMS: LONE

Vervang subklousule (1) deur die volgende:

“(1) Behoudens die ander bepalings van hierdie klousule, mag geen loon wat laer is as die volgende deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Werknemerskategorie	Vanaf datum van inwerkingtreding van ooreenkoms			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
.....	R Per uur	R Per uur	R Per uur	R Per uur
(a) Skoonmakers	3,13	3,13	2,47	2,06
(b) (1) Algemene werkers, vervaardigingswerkers, stortwa- bestuurders en hystoestelopers	3,98 Per week	3,98 Per week	3,12 Per week	2,60 Per week
(2) Wagte en veiligheidswagte (voltyds)	167,16 Per uur	167,16 Per uur	131,04 Per uur	109,20 Per uur
(c) Bouwerker Klas 4	4,45	4,45	3,52	2,93
(d) Bouwerker Klas 3	5,01	5,01	3,96	3,30
(e) Bouwerker Klas 2	5,63	5,63	4,45	3,71
(f) Bouwerker Klas 1	6,34	6,34	5,00	4,17
(g) Ambagsmandakwerkers en -verwers	7,13	7,13	5,64	4,70
(h) Ambagsmanne in alle ander ambagte	8,02	8,02	6,34	5,29
(i) Vakmanne graad 2-verwers	9,02	—	6,34	—
(j) Vakmanne graad 1-dakwerkers en -verwers	9,02	9,02	7,13	5,95
(k) Vakmanne graad 2 in alle ander ambagte	9,44	—	7,13	—
(l) Vakmanne graad 1 in alle ander ambagte	10,03 Per week	10,03 Per week	8,02 Per week	6,69 Per week
(m) Voertuigbestuurders en operateurs van kragaangedrewe masjinerie wat in besit moet wees van 'n—				
(1) Kode 5–8-lisensie	167,16	167,16	131,04	109,20
(2) Kode 9–10-lisensie	186,90	186,90	147,84	123,60
(3) Kode 11-lisensie	210,42	210,42	166,32	138,60
(4) Kode 13-lisensie	236,46	236,46	186,90	155,82
(5) Kode 14-lisensie	266,28 Per uur	266,28 Per uur	210,00 Per uur	175,14 Per uur
(n) (1) Kwekelingbouwerker Klas 4	4,45	4,45	3,52	2,93
(2) Kwekelingbouwerker Klas 3	5,01	5,01	3,96	3,30
(3) Kwekelingbouwerker Klas 2	5,63	5,63	4,45	3,71
(4) Kwekelingbouwerker Klas 1	6,34	6,34	5,00	4,17
(o) Vakleerlinge	4,45	4,45	3,52	2,93:

Met dien verstande dat voormelde lone nie minder mag wees nie as dié voorgeskryf ingevolge die Wet op Mannekragopleiding, 1981:

Voorts met dien verstande dat die lone hierbo voorgeskryf vir drywers/masjienbedieners betaalbaar is indien sodanige werknemers 42 of meer gewone werkure maar hoogstens 46 gewone werkure in enige week gewerk het. Indien sodanige werknemers egter minder as 42 gewone werkure in enige week gewerk het, moet hul lone, vir die spesifieke week soos volg bereken word: Bogemelde voorgeskryfde lone gedeel deur 42 uur en vermenigvuldig met die werklike getal gewone aantal werkure gewerk.”.

8. KLOUSULE 24 VAN DIE VORIGE OOREENKOMS: VAKANSIEFONDS EN VERLOFBETALING EN STABILISASIEFONDS

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

“(1) *Vakansiefonds*: Benewens enige ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers, ten opsigte van elke uur deur sodanige werknemer gewerk, die toelae hieronder gespesifiseer, betaal, wat voorsiening moet maak vir betaling ten opsigte van die jaarlikse verloftydperk in klousule 16 (1) (a) bedoel:

Werknemerskategorie	Vanaf datum van inwerkingtreding van ooreenkoms			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	c Per uur	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 17 (1) (a).....	19	19	15	13
(ii) klousule 17 (1) (b) en (m) (1).....	24	24	19	16
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	27	27	22	18
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	31	31	24	20
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	34	34	27	23
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	39	39	31	26
(vii) klousule 17 (1) (g).....	44	44	35	29
(viii) klousule 17 (1) (h).....	49	49	39	32
(ix) klousule 17 (1) (i).....	55	—	39	—
(x) klousule 17 (1) (j).....	55	55	44	36
(xi) klousule 17 (1) (k).....	58	—	44	—
(xii) klousule 17 (1) (l).....	61	61	49	41.”.

(2) Vervang subklousule (3) (a) deur die volgende:

“(3) *Bydraes*: (a) Elke werkgewer moet op elke betaaldag die bedrae hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, en sodanige bydrae elke week aan die Raad betaal:

Werknemerskategorie	Vanaf datum van inwerkingtreding van ooreenkoms			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 17 (1) (a).....	7,98	7,98	6,30	5,46
(ii) klousule 17 (1) (b) en (m) (1).....	10,08	10,08	7,98	6,72
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	11,34	11,34	9,24	7,56
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	13,02	13,02	10,08	8,40
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	14,28	14,28	11,34	9,66
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	16,38	16,38	13,02	10,92
(vii) klousule 17 (1) (g).....	18,48	18,48	14,70	12,18
(viii) klousule 17 (1) (h).....	20,58	20,58	16,38	13,44
(ix) klousule 17 (1) (i).....	23,10	—	16,38	—
(x) klousule 17 (1) (j).....	23,10	23,10	18,48	15,12
(xi) klousule 17 (1) (k).....	24,36	—	18,48	—
(xii) klousule 17 (1) (l).....	25,62	25,62	20,58	17,22.”.

9. KLOUSULE 25 VAN DIE VORIGE OOREENKOMS: PENSIOEN- OF SOORTGELYKE FONDS

Werknemerskategorie	Vanaf datum van inwerkingtreding van ooreenkoms			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	c Per uur	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 17 (1) (a).....	50	50	40	16
(ii) klousule 17 (1) (b) en (m) (1).....	64	64	50	21
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	71	71	56	23

Werknemerskategorie	Vanaf datum van inwerkingtreding van ooreenkoms			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	80	80	63	26
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	90	90	71	30
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	101	101	80	33
(vii) klousule 17 (1) (g).....	114	114	90	38
(viii) klousule 17 (1) (h).....	128	128	101	42
(ix) klousule 17 (1) (i).....	144	—	101	—
(x) klousule 17 (1) (j).....	144	144	114	48
(xi) klousule 17 (1) (k).....	144	—	114	—
(xii) klousule 17 (1) (l).....	160	160	128	54.”.

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

“(2) *Bydraes*: (a) Elke werkgever moet op elke betaaldag die bedrag hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is en sodanige bydrae elke week aan die Raad betaal:

Werknemerskategorie	Vanaf datum van inwerkingtreding van ooreenkoms			
	Area 'A'	Area 'B'	Area 'C'	Area 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 17 (1) (a).....	21,00	21,00	16,80	6,72
(ii) klousule 17 (1) (b) en (m) (1).....	26,88	26,88	21,00	8,82
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	29,82	29,82	23,52	9,66
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	33,60	33,60	26,46	10,92
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	37,80	37,80	29,82	12,60
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	42,42	42,42	33,60	13,86
(vii) klousule 17 (1) (g).....	47,88	47,88	37,80	15,96
(viii) klousule 17 (1) (h).....	53,76	53,76	42,42	17,64
(ix) klousule 17 (1) (i).....	60,48	—	42,42	—
(x) klousule 17 (1) (j).....	60,48	60,48	47,88	20,16
(xi) klousule 17 (1) (k).....	60,48	—	47,88	—
(xii) klousule 17 (1) (l).....	67,20	67,20	53,76	22,68.”.

10. KLOUSULE 27 VAN DIE VORIGE OOREENKOMS: LEDEGELD VIR VAKVERENIGINGS

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

“(1) (a) Elke werkgever moet, ten opsigte van elke werknemer in sy diens wat lid is van die vakvereniging wat 'n party is by die Ooreenkoms, van die loon van elke sodanige werknemer die volgende bedrag aftrek wat as ledegeld aan die vakvereniging betaalbaar is:

Werknemerskategorie	Vanaf datum van inwerkingtreding van Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word by—				
(i) klousule 17 (1) (a), (b), (m) (1).....	1,75	1,75	1,75	1,75
(ii) klousule 17 (1) (c), (d), (e), (f), (m) (2) (3) (4) (5) en (n) (1) (2) (3) (4) en (o).....	2,65	2,65	2,65	2,65
(iii) klousule 17, (1) (g), (h), (i), (j), (k) en (l).....	3,50	3,50	3,50	3,50.”.

11. KLOUSULE 28 VAN DIE VORIGE OOREENKOMS: SIEKEFONDS VIR DIE BOUNYWERHEID

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

“(2) *Toelaes*: (a) Benewens ander besoldiging wat ingevolge die Ooreenkoms betaalbaar is, moet 'n werkgewer elke lid van ondergenoemde klasse werknemers vir elke uur deur sodanige werknemer gewerk, die toelae betaal wat hieronder bepaal word en dié bedrag moet die betaling van dié werknemer se bydrae tot die Fonds dek:

Werknemerskategorie	Vanaf datum van inwerkingtreding van Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	c Per uur	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 17 (1) (a).....	5	5	4	3
(ii) klousule 17 (1) (b) en (m) (1).....	6	6	5	3
(iii) klousule 17, (1) (c), (m) (2), (n) (1) en (o)	7	7	5	4
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	8	8	6	5
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	8	8	7	5
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	10	10	8	6
(vii) klousule 17 (1) (g).....	11	11	8	7
(viii) klousule 17 (1) (h).....	12	12	10	7
(ix) klousule 17 (1) (i).....	14	—	10	—
(x) klousule 17 (1) (j).....	14	14	11	8
(xi) klousule 17 (1) (k).....	14	—	11	—
(xi) klousule 17 (1) (l).....	15	15	12	10.”.

(2) Vervang subklousule (3) (a) deur die volgende:

“(3) *Bydraes*: (a) Elke werkgewer moet op elke betaaldag die bydrae hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is en sodanige bydrae elke week aan die Fonds betaal:

Werknemerskategorie	Vanaf datum van inwerkingtreding van Ooreenkoms			
	Gebied 'A'	Gebied 'B'	Gebied 'C'	Gebied 'D'
	R Per week	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—				
(i) klousule 17 (1) (a).....	2,10	2,10	1,68	1,26
(ii) klousule 17 (1) (b) en (m) (1).....	2,52	2,52	2,10	1,26
(iii) klousule 17, (1) (c), (m) (2), (n) (1) en (o)	2,94	2,94	2,10	1,68
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	3,36	3,36	2,52	2,10
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	3,36	3,36	2,94	2,10
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	4,20	4,20	3,36	2,52
(vii) klousule 17 (1) (g).....	4,62	4,62	3,36	2,94
(viii) klousule 17 (1) (h).....	5,04	5,04	4,20	2,94
(ix) klousule 17 (1) (i).....	5,88	—	4,20	—
(x) klousule 17 (1) (j).....	5,88	5,88	4,62	3,36
(xi) klousule 17 (1) (k).....	5,88	—	4,62	—
(xi) klousule 17 (1) (l).....	6,30	6,30	5,04	4,20.”.

Namens die partye op hede die 17de dag van Oktober 1995 onderteken.

P. A. BOTHA

Voorsitter

D. E. SIMMONS

Raadslid

N. J. KRUGER

Sekretaris

**DEPARTMENT OF AGRICULTURE
DEPARTEMENT VAN LANDBOU****No. R. 708****3 May 1996**

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

DECIDUOUS FRUIT SCHEME: AMENDMENT*

I, André Isak van Niekerk, Minister of Agriculture, acting under section 14, read with section 15 (3), of the Marketing Act, 1968 (Act No. 59 of 1968), hereby—

- (a) publish the amendment, set out in the Schedule, of the Deciduous Fruit Scheme published by Government Notice No. R. 945 of 20 May 1994, as corrected; and
- (b) declare that the said amendment shall come into operation on the date of publication hereof.

A.I. VAN NIEKERK**Minister of Agriculture**

* Amendment of the maximum amount recoverable by the Board due to losses sustained in the conducting of export pools.

SCHEDULE**Definition**

1. In this Schedule "the Scheme" means the Deciduous Fruit Scheme published by Government Notice No. R. 945 of 20 May 1994 (as corrected by Government Notice No. R. 1080 of 17 June 1994).

Amendment of section 40 (2) of the Scheme

2. Section 40 (2) of the Scheme is hereby amended by the substitution for the expression "R150 per cubic metre" at the end of the sentence of the expression "R450 per cubic metre".

No. R. 708**3 Mei 1996**

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

SAGTEVRUGTESKEMA: WYSIGING*

Ek, André Isak van Niekerk, Minister van Landbou, handelende kragtens artikel 14, gelees met artikel 15 (3), van die Bemarkingswet, 1968 (Wet No. 59 van 1968)—

- (a) publiseer hierby die wysiging, in die Bylae uiteengesit, van die Sagtevrugteskema gepubliseer by Goewermentskennisgewing No. R. 945 van 20 Mei 1994, soos verbeter; en
- (b) verklaar hierby dat genoemde wysiging op die datum van publikasie hiervan in werking tree.

A.I. VAN NIEKERK**Minister van Landbou**

* Wysiging van die maksimum bedrag verhaalbaar deur die Raad as gevolg van verliese gely by die bedryf van uitvoerpoele.

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Skema" die Sagtevrugteskema gepubliseer by Goewermentskennisgewing No. R. 945 van 20 Mei 1994 (soos verbeter deur Goewermentskennisgewing No. R. 1080 van 17 Junie 1994).

Wysiging van artikel 40 (2) van die Skema

2. Artikel 40 (2) van die Skema word hierby gewysig deur die uitdrukking "R150 per kubieke meter" aan die einde van die sin deur die uitdrukking "R450 per kubieke meter" te vervang.

No. R. 742**3 May 1996**

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

OILSEEDS SCHEME: LEVIES AND SPECIAL LEVIES: AMENDMENT*

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

- (a) the Oilseeds Board referred to in section 6 of the Oilseeds Scheme published by Proclamation No. R. 73 of 1982, as amended, has under sections 20 and 21 of the said Scheme amended the Schedule to Government Notice No. R. 202 of 10 February 1995 to the extent set out in the Schedule; and

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

A. I. VAN NIEKERK

Minister of Agriculture

* To make provision for the reduction in levies and special levies payable.

SCHEDULE

The Schedule to Government Notice No. R. 202 of 10 February 1995, as amended by Government Notice No. R. 538 of 13 April 1995, is hereby amended by the substitution for Table 1 of the following table:

No. R. 742

3 Mei 1996

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

OLIESADESKEMA: HEFFINGS EN SPESIALE HEFFINGS: WYSIGING*

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

(a) die Oliesaderaad bedoel in artikel 6 van die Oliesadeskema gepubliseer by Proklamasie No. R. 73 van 1982, soos gewysig, kragtens artikels 20 en 21 van die genoemde Skema die Bylae by Goewermentskennissgewing No. R. 202 van 10 Februarie 1995 gewysig het in die mate in die Bylae uiteengesit; en

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

A. I. VAN NIEKERK

Minister van Landbou

* Om voorsiening te maak vir die verlaging in heffings en spesiale heffings betaalbaar.

BYLAE

Die Bylae by Goewermentskennissgewing No. R. 202 van 10 Februarie 1995, soos gewysig deur Goewermentskennissgewing No. R. 538 van 13 April 1995, is hierby gewysig deur Tabel 1 deur die volgende tabel te vervang:

"TABLE 1 • TABEL 1

Kind of oilseeds Soort oliesade	Levy per ton on— Heffing per ton op—		Special levy per ton on— Spesiale heffing per ton op—	
	Imported oilseeds/ Ingevoerde oliesade	Locally produced oilseeds/Plaaslik geproduseerde oliesade	Imported oilseeds/ Ingevoerde oliesade	Locally produced oilseeds/Plaaslik geproduseerde oliesade
1	2	3	4	5
	R	R	R	R
1. Shelled edible groundnuts/Gedopte eetgrondbone	1,45	5,80	3,13	12,50
2. Unshelled edible groundnuts/Ongedopte eetgrondbone	1,05	4,20	2,27	9,06
3. Shelled crushing groundnuts/Gedopte persgrondbone	1,45	5,80	3,13	12,50
4. Unshelled crushing groundnuts/Ongedopte persgrondbone	1,05	4,20	2,27	9,06
5. Sunflower seed/Sonneblomsaad	1,45	5,80	0,28	1,10
6. Soya beans/Sojabone	1,45	5,80	1,11	9,10

* VAT calculated in accordance with arrangement with Commissioner of Inland Revenue in terms of section 9 (4) of the Value Added Tax Act, 1991/BTW verreken volgens reëling met Kommissaris van Binnelandse Inkomste kragtens artikel 9 (4) van die Wet op Belasting op Toegevoegde Waarde, 1991."



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Department of Environment Affairs



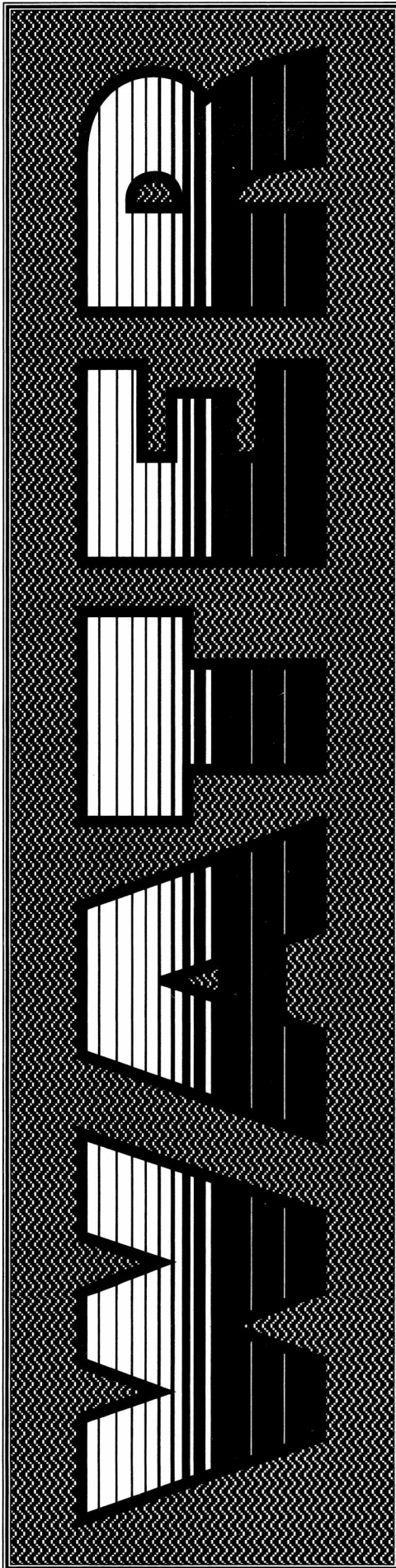
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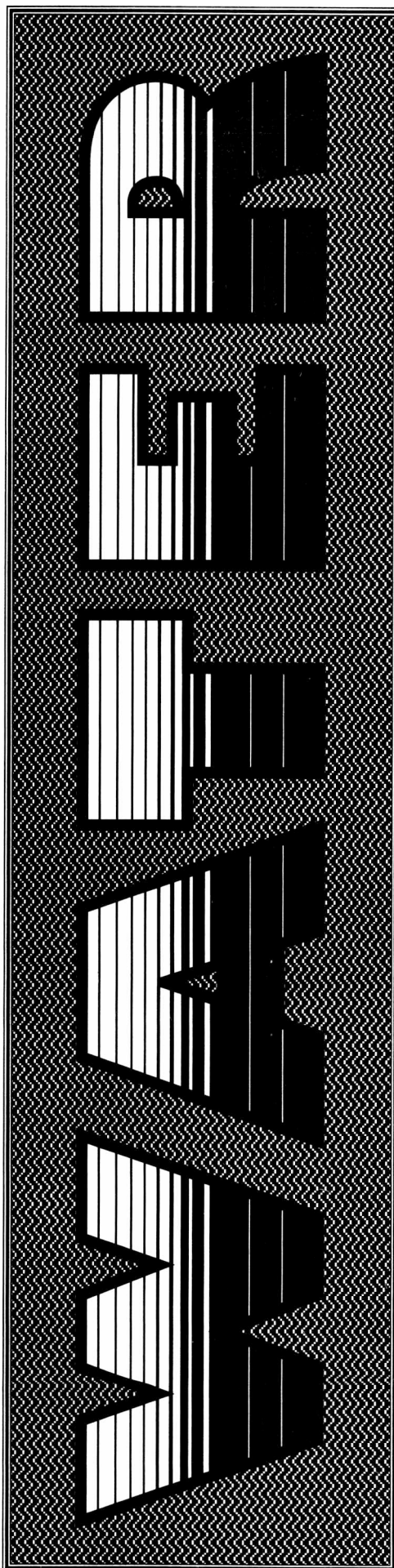


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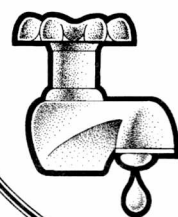




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