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REPUBLIC
OF
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Staatskoerant Government Gazette

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Regulasiekoerant
Regulation Gazette
No. 4893

Vol. 325

PRETORIA, 3 JULIE
JULY 1992

No. 14101

GOEWERMENSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN PLAASLIKE BESTUUR,
BEHUISING EN WERKE

No. R. 1806

3 Junie 1992

GESONDHEIDSKOMITEE VAN ROEDTAN

WYSIGING VAN ELEKTRISITEITSREGULASIES

Die Minister van Plaaslike Bestuur, Administrasie: Volksraad publiseer hierby ingevolge artikel 164 (3) van die Ordonnansie op Plaaslike Bestuur, 1939 (Ordonansie No. 17 van 1939), die regulasies hierna uiteengesit wat deur hom ingevolge artikel 126 (1) (a), saamgelees met Proklamasie No. R. 36 van 31 Maart 1989, van genoemde Ordonnansie gemaak is.

Die Elektrisiteitsregulasies van die Gesondheidskomitee van Roedtan, op die komitee van toepassing gemaak by Administrateurskennisgewing No. 575 van 4 April 1973, soos gewysig, word hierby verder gewysig deur item 1 van die Tarief van Gelde onder die Bylae deur die volgende te vervang:

1. Basiese heffing per maand of gedeelte daarvan:

- (1) Uitgesonderd soos in subitem 2 bepaal, word 'n basiese heffings per erf, standplaas, perseel of ander terrein met of sonder verbetering wat by die hooftoevoergeleiding aangesluit is of na die mening van die komitee, daarby aangesluit kan word, of elektrisiteit verbruik word, al dan nie, soos volg gehef:
 - (a) Huishoudelike verbruikers, kerke en instansies nie elders vermeld nie—R17,00.
 - (b) Besighede, Transnet en Departement van Pos- en Telekommunikasie—R40,00.
 - (c) Werkswinkels en waterpompe—R43,00.
 - (d) Industriële verbruikers—R34,00.
 - (e) Skole—R15,75.

GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF LOCAL GOVERNMENT,
HOUSING AND WORKS

No. R. 1806

3 June 1992

HEALTH COMMITTEE OF ROEDTAN

AMENDMENT TO ELECTRICITY REGULATIONS

The Minister of Local Government, Administration: House of Assembly hereby in terms of section 164 (3) of the Local Government Ordinance, 1939 (Ordinance No. 17 of 1939), publishes the regulations set forth hereinafter, which have been made by him in terms of section 126 (1) (a) of the said Ordinance, read with Proclamation No. R. 36 of 31 March 1989.

The Electricity Regulations of the Health Committee of Roedtan, made applicable to the Committee by Administrator's Notice No. 575, dated 4 April 1973, as amended, are hereby further amended by the substitution for item 1 of the Tariff of Charges under Schedule of the following:

1. Availability charge per month or part thereof:

- (1) In addition to the applicable charges payable for the supply of electricity, except the charges as fixed in subitem 2, a monthly availability charge per erf, stand, lot or other area, with or without improvements, which is or, in the opinion of the committee, can be connected to the main supply, whether electricity is consumed or not, shall be levied as follows:
 - (a) Domestic use, churches and institutions not mentioned elsewhere—R17,00.
 - (b) Business Consumers, Transnet and Department of Posts and Telecommunications—R40,00.
 - (c) Workshops and Water pumps—R43,00.
 - (d) Industrial Consumers—R34,00.
 - (e) Schools—R15,75.

- (2) Indien sodanige erf, standplaas, perseel of ander terrein deur meer as een verbruiker geokkupeer word, is die heffing genoem in item 1 deur elke verruiker betaalbaar.

2. Vorderings vir die voorsiening van elektrisiteit, per maand:

- (1) Huishoudelike verbruikers, kerke en instansies nie elders vermeld nie:
- (a) Vir 300 kWh per kWh: 22c.
 - (b) Van 301–1 000 kWh: 15,95c.
 - (c) Bo 1 000 kWh per kWh: 19,8c.
 - (d) Minimum vordering per maand: R25,00.
- (2) Besighede, Transnet en Departement van Pos- en Telekommunikasie:
- (a) Vir 400 kWh per kWh: 22c.
 - (b) Van 401–1 000 kWh: 16,5.
 - (c) Van 1 001–1 500 per kWh: 17,6c.
 - (d) Bo 1 500 kWh per kWh: 19,8c.
 - (e) Aanvraagshewing, per kVA (waar van toepassing): R25,45.
 - (f) Minimum vordering per maand: R78,00.
- (3) Werkswinkels en waterpompe:
- (a) Vir 300 kWh per kWh: 22c.
 - (b) Bo 301 kWh per kWh: 17,6.
 - (c) Aanvraagshewing, per kVA (waar van toepassing): R22,45.
 - (d) Minimum vordering per maand: R48,00.
- (4) Industriële verbruikers:
- (a) Vir 400 kWh per kWh: 22c.
 - (b) Bo 400 kWh per kWh: 18,7c.
 - (c) Aanvraagshewing per kVA (waar van toepassing): R25,45.
 - (d) Minimum vordering per maand: R250,00.
- (5) Skole.
- (a) Vir 300 kWh per kWh: 20c.
 - (b) Bo 400 kWh per kWh: 18c.
 - (c) Minimum vordering per maand: R25,00.

3. Aansluitingsgelde:

Alle oorspronklike aansoeke, op versoek van die verbruiker, vanaf die komitee se hoof-elektriese-toevoergeleiding tot by die verbruiker se aansluitingspunt, word deur die komitee, op koste van sodanige verbruiker verrig teen werklike koste plus 10% administrasie koste.

4. Heraansluiting by wanbetaling:

- (1) Indien die diens opgeskort word weens wanbetaling, sal die heraansluitingsgelde R80,00 beloop, asook 'n verhoging van die deposito teen R100,00 vir huisverbruikers en R300,00 vir alle ander verbruikers.
- (2) Vir die heraflees van 'n meter waar die lesing deur die verbruiker betwis word: R30,00: Met dien verstande dat die bedrag terugbetaalbaar is as die lesing foutief is.

- (2) If such erf, stand, lot or other area is occupied by more than one consumer, the basic charge contemplated in subsection 1 shall be payable by each consumer.

2. Charges for the supply of electricity per month:

- (1) Domestic consumers, Churches and Institutions not mentioned elsewhere:
- (a) For 300 kWh per kWh: 22c.
 - (b) From 301–1 000 kWh: 15,95c.
 - (c) Above 1 000 kWh per kWh: 19,8c.
 - (d) Minimum charge per month: R25,00.
- (2) Business consumers, Transnet and Department of Posts and Telecommunications:
- (a) For 400 kWh per kWh: 22c.
 - (b) From 401–1 000 kWh: 16,5.
 - (c) From 1 001–1 500 per kWh: 17,6c.
 - (d) Above 1 500 kWh per kWh: 19,8c.
 - (e) Demand charge, per kVA (where applicable): R25,45.
 - (f) Minimum charge per month: R78,00.
- (3) Workshops and water pumps:
- (a) For 300 kWh per kWh: 22c.
 - (b) Above 301 kWh per kWh: 17,6.
 - (c) Demand charge, per kVA (where applicable): R25,45.
 - (d) Minimum charge per month: R48,00.
- (4) Industrial consumers:
- (a) For 400 kWh per kWh: 22c.
 - (b) Above 400 kWh per kWh: 18,7c.
 - (c) Demand charge per KVA (where applicable): R25,45.
 - (d) Minimum charge per month: R250,00.
- (5) Schools.
- (a) For 300 kWh per kWh: 20c.
 - (b) Above 400 kWh per kWh: 18c.
 - (c) Minimum charge per month: R25,00.

3. Connection charges:

All original connections, on request of the consumer, from the committee's main electrical supply to the consumer's point of connection, are performed by the committee at the cost of the consumer, calculated at actual cost plus 10 % administration fee.

4. Charges for the reinstatement of services after non-payment:

- (1) For the re-connection of the electricity supply after the supply has been disconnected due to non-payment the charges will be R80,00 plus an additional deposit of R100,00 for home owners and R300,00 for all other consumers.
- (2) For re-reading of a meter where the consumer disputes the first reading: R30,00: Provide that the first reading is a fault, this amount will be refunded.

(3) Vir die aflees van meter en die heraanskakel van die stroom waar 'n nuwe verbruikersooreenkoms gesluit word: R10,00.

(4) Vir die installering van 'n toetsmeter op die verbruikers se versoek: R30,00. Hierdie bedrag is terug betaalbaar indien die oorspronklike meter meer as 5 % foutief bevind word.

J. J. PARSONS,
Sekretaris.

Posbus 58
ROEDTAN
0580.

(3) For the reading of the meter and the re-connection of the electricity supply where a new consumers-agreement is signed: R10,00.

(4) For the installation of testing meter on request of the consumer: R30,00: Provided that this amount will be refunded if the meter is at fault by more than 5 %.

J. J. PARSONS,
Secretary.

P.O. Box 58
ROEDTAN
0580.

DEPARTEMENT VAN FINANSIES

No. R. 1800

3 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/4/127)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

J. A. VAN WYK,
Adjunkminister van Finansies.

DEPARTMENT OF FINANCE

No. R. 1800

3 July 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/4/127)

Under section 48 of the Customs and Excise Act, 1964, Part 4 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

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

BYLAE

I	II			III	Annotasies
Bobelastingitem	Tariefpos	Bobelastingkode	Beskrywing	Skaal van Bobelasting	
170.00		"02.00	Deur bobelastingkode 02.00 by tariefpost No. 49.00 deur die volgende te vervang: Goedere van poste Nos. 49.02 (uitgesonderd subposte Nos. 4902.10.05 en 4902.90.05) en 49.10	15%"	

Opmerking.—Die uitwerking van hierdie wysiging is dat kinderprente-, -teken- of -inkleurbouke van tariefpos No. 49.03 vrygestel word van die betaling van bobelasting.

SCHEDULE

I	II			III	Annotations
Surcharge Item	Tariff Heading	Surcharge Code	Description	Rate of Surcharge	
170.00		"02.00	By the substitution for surcharge code 02.00 to tariff heading No. 49.00 of the following: Goods of headings Nos. 49.02 (excluding subheadings Nos. 4902.10.05 and 4902.90.05) and 49.10	15%"	

Note.—The effect of this amendment is that children's picture, drawing or colouring books of tariff heading No. 49.03 are exempted from payment of surcharge.

No. R. 1801

3 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/485)

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

J. A. VAN WYK,
Adjunkminister van Finansies.

No. R. 1801

3 July 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/485)

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

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

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
73.23	..20	4	Deur subpos No. 7323.93.20 deur die volgende te vervang: Ander holware vir kombuis- of tafelgebruik	kg	30% "	

Opmerking.—Die skale van reg op sekere holware, van vlekvrystaal, vir kombuis- of tafelgebruik, word teen 30% gelyk gestel.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
73.23	..20	4	By the substitution for subheading No. 7323.93.20 of the following: Other hollowware for kitchen or table use	kg	30% "	

Note.—The rates of duty on certain hollowware, of stainless steel, for kitchen or table use, are equalised at 30%.

No. R. 1802

3 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN DIE "EXPLANATORY NOTES TO THE HARMONIZED COMMODITY DESCRIPTION AND CODING SYSTEM" UITGEREIK DEUR DIE DOEANESAMEWERKINGSRAAD (E.N. 10)

Hiermee word bekendgemaak dat die wysigings van die "Explanatory Notes to the Harmonized Commodity Description and Coding System" ooreenkomstig Aanvullende Wysiging No. 11 deur die Doeanesamewerkingsraad in Brussel uitgereik, kragtens artikel 47 (8) van die Doeane- en Aksynswet, 1964, op 3 Julie 1992, in die Republiek van krag word.

D. J. COLESKY,

Kommissaris van Doeane en Aksyns.

No. R. 1802

3 Julie 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF THE "EXPLANATORY NOTES TO THE HARMONIZED COMMODITY DESCRIPTION AND CODING SYSTEM" ISSUED BY THE CUSTOMS CO-OPERATION COUNCIL (E.N. 10)

It is hereby notified that the amendments to the "Explanatory Notes to the Harmonized Commodity Description and Coding System" in accordance with Amending Supplement No. 11, issued by the Customs Co-operation Council in Brussels shall, in terms of section 47 (8) of the Customs and Excise Act, 1964, become effective in the Republic on 3 July 1992.

D. J. COLESKY,

Commissioner for Customs and Excise.

No. R. 1803

3 Julie 1992

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 3 (No. 3/180)

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

J. A. VAN WYK,

Adjunkminister van Finansies.

No. R. 1803

3 Julie 1992

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 3 (No. 3/180)

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

J. A. VAN WYK,

Deputy Minister of Finance.

BYLAE

I Korting- item	II			III Mate van Korting	Annota- sies
	Tarif- pos	Korting- kode	T. S. Beskrywing		
306.12 "306.12			Deur kortingitem 306.12 deur die volgende te vervang: <i>Nywerheid: Afwerkmiddels, kleurdraers om die kleuring of hegting van kleurstowwe te versnel en ander produkte en preparate (byvoorbeeld appreteerpreparate en bytpreparate), van 'n soort in die tekstielnywerheid gebruik</i>		
	2912.19	01.06	63 Glioksaal in wateroplossing	Volle reg	
	29.15	01.04	40 Pentachloorfenolvetsuuresters	Volle reg	
	2916.11	01.06	63 Akrielsuur	Volle reg	
	29.19	01.04	46 Fosforesters	Volle reg	
	2922.13	01.06	69 Triëtanolamien	Volle reg	

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
	2924.10	01.06	67	Akrielamied	Volle reg	
	2933.29	01.06	66	Etileenureum; propileenureum (tetrahidropirimidoon)	Volle reg	
	2933.61	01.06	69	Melamien	Volle reg	
	34.02	01.04	41	Organiese oppervlakspanningaktiewe middels (uitgesonderd seep)	Volle reg	
	34.04	01.04	44	Kunswasse en bereide wasse	Volle reg	
	3505.10	01.06	62	Geëteriseerde stysel, vir die vervaardiging van planeersel	Volle reg	
	3507.90	01.06	63	Ensieme	Volle reg	
	3809.91	01.06	65	Kolloïdale silika	Volle reg	
	3823.90	01.06	68	Poliëtileenglikolemulseermiddels	Volle reg"	

Opmerking.—By die herskryf van kortingitem 306.12 word sekere kortingvoorsienings wat in onbruik geraak het, geskrap en word die bewoording van die opskrif van die kortingitem sowel as die oorblywende voorsienings in lyn gebring met die bewoording van die toepaslike voorsienings in Bylae No. 1.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
306.12 "306.12				By the substitution for rebate item 306.12 of the following: <i>Industry: Finishing agents, dye carriers to accelerate the dyeing or fixing of dyestuffs and other products and preparations (for example, dressings and mordants), of a kind used in the textile industry</i>		
	2912.19	01.06	63	Glyoxal in aqueous solution	Full duty	
	29.15	01.04	40	Pentachlorophenol fatty acid esters	Full duty	
	2916.11	01.06	63	Acrylic acid	Full duty	
	29.19	01.04	46	Phosphoric esters	Full duty	
	2922.13	01.06	69	Triethanolamine	Full duty	
	2924.10	10.06	67	Acrylamide	Full duty	
	2933.29	01.06	66	Ethyleneurea; propyleneurea (tetrahydropyrimidone)	Full duty	
	2933.61	01.06	69	Melamine	Full duty	
	34.02	01.04	41	Organic surface-active agents (excluding soap)	Full duty	
	34.04	01.04	44	Artificial waxes and prepared waxes	Full duty	
	3505.10	01.06	62	Etherified starches, for the manufacture of size	Full duty	
	3507.90	01.06	63	Enzymes	Full duty	
	3809.91	01.06	65	Colloidal silica	Full duty	
	3823.90	01.06	68	Polyethylene glycol emulsifiers	Full duty"	

Note.—In restating rebate item 306.12 certain rebate provisions which have fallen into disuse are deleted and the wording of the heading of the rebate item as well as the remaining provisions have been aligned with the wording of the relevant provisions in Schedule No. 1.

DEPARTEMENT VAN LANDBOU

No. R. 1808

3 Julie 1992

WET OP DIE KOMMISSIE VIR VARSPRODUKTE-MARKE, 1970 (WET No. 82 VAN 1970)

REGULASIES: WYSIGING

Die Minister van Landbou handelende kragtens artikel 32 van die Wet op die kommissie vir Varsproduktemarke, 1970 (Wet No. 82 van 1970), het die regulasies gepubliseer by Goewermentskennisgewing No. R. 1510 van 27 Augustus 1971, soos gewysig deur Goewermentskennisgewing No. R. 562 van 14 April 1972, verder gewysig deur in regulasie 13 die woord "vyf" deur die woord "vier" te vervang.

DEPARTMENT OF AGRICULTURE

No. R. 1808

3 July 1992

COMMISSION FOR FRESH PRODUCE MARKETS ACT, 1970 (WET No. 82 OF 1970)

REGULATIONS: AMENDMENT

The Minister of Agriculture acting under section 32 of the Commission for Fresh Produce Markets Act, 1970 (Act No. 82 of 1970), has further amended the regulations published by Government Notice No. R. 1510 of 27 August 1971, as amended by Government Notice No. R. 562 of 14 April 1972, by the substitution of the word "four" in regulation 13 for the word "five".

No. R. 1854

3 Julie 1992

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

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

- (a) die Oliesaderaad bedoel in artikel 6 van die Oliesadeskema gepubliseer by Proklamasie No. R. 73 van 1982, soos gewysig, kragtens artikels 20 en 21 van die genoemde Skema, die Bylae by Goewermentskennisgewing No. R. 1839 van 23 Augustus 1985, soos gewysig, verder gewysig het in die mate in die Bylae uiteengesit; en
- (b) die genoemde wysiging deur my goedgekeur is en op datum van publikasie hiervan in werking tree.

A. I. VAN NIEKERK,
Minister van Landbou.

BYLAE

Die Bylae by Goewermentskennisgewing No. R. 1839 van 23 Augustus 1985, soos gewysig deur Goewermentskennisgewings Nos. R. 937 van 16 Mei 1986, R. 2371 van 14 November 1986, R. 976 van 30 April 1987, R. 608 van 31 Maart 1988, R. 973 van 20 Mei 1988, R. 2511 van 9 Desember 1988, R. 830 van 28 April 1989, R. 1181 van 1 Junie 1990 en R. 1214 van 30 Mei 1991 word hiermee verder gewysig deur Tabela 1 en 2 daarvan deur die volgende tabelle te vervang:

"TABEL 1 • TABLE 1

Soort oliesade Kind of oilseeds	Heffing per ton op—* Levy per ton on—		Spesiale heffing per ton op—* Special levy per ton on—	
	Ingevoerde oliesade Imported oilseeds	Plaaslik gepro- duseerde oliesade Locally produced oilseeds	Ingevoerde oliesade Imported oilseeds	Plaaslik gepro- duseerde oliesade Locally produced oilseeds
1	2	3	4	5
	R	R	R	R
1. Gedopte eetgrondbone/Shelled edible groundnuts.....	11,35	45,40	10,00	10,00
2. Ongedopte eetgrondbone/Unshelled edible groundnuts.....	8,23	32,92	7,25	7,25
3. Gedopte persgrondbone/Shelled crushing groundnuts.....	11,35	45,30	1,00	10,00
4. Ongedopte persgrondbone/Unshelled crushing groundnuts.....	8,23	32,92	0,73	7,25
5. Sonneblomsaad/Sunflower seed.....	2,98	11,90	—	—
6. Sojabone/Soya beans.....	2,98	11,90	—	14,00
7. Eetmark sojabone/Edible market soya beans....	2,98	11,90	14,00	14,00

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

No. R. 1854

3 July 1992

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 further amended the Schedule to Government Notice No. R. 1839 of 23 August 1985, as amended, to the extent set out in the schedule; and
- (b) the said amendment has been approved by me and shall come into operation on date of publication hereof.

A. I. VAN NIEKERK,
Minister of Agriculture.

SCHEDULE

The Schedule to Government Notice No. R. 1839 of 23 August 1985, as amended by Government Notices Nos. R. 937 of 16 May 1986, R. 2371 of 14 November 1986, R. 976 of 30 April 1987, R. 608 of 31 March 1988, R. 973 of 20 May 1988, R. 2511 of 9 December 1988, R. 830 of 28 April 1989, R. 1181 of 1 June 1990 and R. 1214 of 30 May 1991 is hereby further amended by the substitution for Tables 1 and 2 thereof of the following tables:

TABEL 2 • TABLE 2

Soort oliesade Kind of oilseeds	Spesiale heffing per ton (BTW ingesluit) Special levy per ton (VAT included)
	R
1. Gedopte eetgrondbone/Shelled edible groundnuts.....	11,00
2. Ogedopte eetgrondbone/Unshelled edible groundnuts.....	7,98
3. Gedopte persgrondbone/Shelled crushing groundnuts.....	1,10
4. Ogedopte persgrondbone/Unshelled crushing groundnuts.....	0,80
5. Sonneblomsaad/Sunflower seed	—
6. Eetmark sojabone/Edible market soya beans	15,40"

DEPARTEMENT VAN MANNEKRAG

No. R. 1861

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

**KLERASIENYWERHEID, TRANSVAAL: WYSIGING
VAN HOOFOOREENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Desember 1992 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 Desember 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

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

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

Transvaal 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,

DEPARTMENT OF MANPOWER

No. R. 1861

3 July 1992

LABOUR RELATIONS ACT, 1956

**CLOTHING INDUSTRY, TRANSVAAL: AMENDMENT
OF MAIN AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 December 1992, 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 December 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

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

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

Transvaal 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,

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

tot wysiging van die Hoofooreenkoms gepubliseer by Goewermmentskennisgewing R. 3149 van 24 Desember 1991, soos hernieu by Goewermmentskennisgewings R. 242 van 10 Januarie 1992 en R. 1064 van 16 April 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in die Nywerheid werksaam is;

(b) in die provinsie Transvaal.

(2) Hierdie ooreenkoms is nie van toepassing op patroonmakers, patroongradeerders, voormanne en ambagsmanne wat meer as 15% meer as die minimum loon wat op hulle kategorie werk van toepassing is, verdien nie.

2. KLOUSULE 4: LONE

Vervang klausule 4 (1) deur die volgende:

"4. LONE

(1) Behoudens subklausules 2 (a), 2 (b), (3), (5) en (6) van hierdie klausule is minstens die volgende weeklikse minimum lone betaalbaar aan ondervermelde kategorieë werknemers vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna: Met dien verstande dat leerlinge wie se verhoogde ondervinding soos op 31 Desember 1991 hulle geregtig maak op 'n hoër loon ingevolge die tabel hieronder, die verhoogde loon betaal word vanaf die eerste betaaldag na inwerkingtreding van die Ooreenkoms en op die betaaldag daarna:

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

to amend the Main Agreement published under Government Notice R. 3149 of 24 December 1991, as renewed by Government Notice R. 242 of 10 January 1992 and R. 1064 of 16 April 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in that industry;

(b) in the Province of the Transvaal.

(2) The terms of this Agreement shall not apply to pattern makers, pattern graders, foremen and artisans earning in excess of 15% above the minimum wage applicable to their category of work.

2. CLAUSE 4: WAGES

Substitute the following for Clause 4 (1):

"4. WAGES

(1) Subject to the provisions of subclauses 2 (a), 2 (b), (3), (5) and (6) of this clause, not less than the following weekly minimum wages shall be paid to the undermentioned categories of employees from the first pay-day after the coming into operation of this Agreement and on each pay-day thereafter: Provided that learners whose increased experience as at 31 December 1991 entitles them to a higher wage in terms of the table below shall be paid the increased wage from the first pay-day after the coming into operation of this Agreement and on each pay-day thereafter:

VOORGESKREWE LOONSKALE VIR KLERASIEWERKERS (TVL) VIR DIE TYDPERK 92-01-01 TOT 92-06-30

Kategorie	Beroep	Ge-kwalifiseerd	9de ½ jaar ond.	8ste ½ jaar ond.	7de ½ jaar ond.	6de ½ jaar ond.	5de ½ jaar ond.	4de ½ jaar ond.	3de ½ jaar ond.	2de ½ jaar ond.	1ste ½ jaar ond.
		P/week	P/week	P/week	P/week	P/week	P/week	P/week	P/week	P/week	P/week
		R	R	R	R	R	R	R	R	R	R
A	Patroonmaker en/of -gradeerder	360,64	334,71	308,79	282,87	256,95	231,03	205,11	179,19	153,27	127,35
B	Afmerker	299,09	279,99	260,91	241,83	222,75	203,67	184,59	165,51	146,43	127,35
C	Werktuigkundige	291,69	273,43	255,17	236,91	218,65	200,39	182,13	163,87	145,61	127,35
D	Uitsnyer, snyer en/of hersnyer, negatiefmaker, skermmaker (graveerder), skermdrukker, monstersnyer	217,16	Q	Q	Q	Q	199,19	181,23	163,27	145,31	127,35
E	Naaimasjienwerker, afwerker, operateur van 'n ketelmasjien, omsluitsteekmasjien en/of naaimasjien; fynstopper, borduurder, borduurmasjienwerker (behalwe borduurmasjienbediener); sierlaswerker, kraleanwerker en/of handplooiër, ryger, fatsoeneerder, saampasser, nasiener, parser van kledingstukke, assistentskermmaker (graveerder) assistentskermdrukker, donkerkamerassistent, meng-en filtreerbediener, oond- en droogmaakbediener, skermkontroleur skermbereider, aanstrykerbereider en versendingsverpakker	184,00	Q	Q	Q	Q	Q	169,83	155,67	141,51	127,35
F	Assistenttoesighouer, versendingsklerk, fabrieksklerk, magasynman	233,05	Q	Q	Q	Q	Q	210,04	197,02	184,00	127,35
G1	Ander parsers nie elders vermeld nie, voorparser, parser van hemde, dasse, pajamas en ander nagklere, hoede, pette, onderklere, breidrag, voorskote, oorpakke en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooië, masjiendryfbandhegter, onderhoudsassistent, laagoploëer, gewone naaldwerker, operateur van 'n knoopoortrekmasjien, ritssluitmasjien en/of plooi-masjien; werknemer betrokke by die trubenisering van boordjies en/of perssnyer en fatsoeneerder volgens patroonplaat, algemene werker, appliekknipper, natrekker en/of merker en/of rammer, plooiwerker, borduurmasjienbediener	150,11	Q	Q	Q	Q	Q	144,42	138,73	133,04	127,35

[illegible]

PRESCRIBED WAGE SCALES FOR CLOTHING WORKERS (TVL.) FOR THE PERIOD 92-01-01 TO 92-06-30

[illegible]

(2) Vervang klousule 2 (b) deur die volgende tabel:

Werkskategorie	Kolom 1	Kolom 2
	R	R
A	336,73	23,91
B	279,27	19,82
C	272,25	19,44
D	202,76	14,40
E	170,00	14,00
F	208,26	14,79
G1	137,60	12,51
G2	140,80	11,78
H1	463,00	29,07
H2	250,73	17,80
H3	524,04	37,21
H4	156,60	12,96
H5	186,40	13,76
H6	183,60	13,80
H7	196,56	13,96
Monstermasjienwerker	195,50	16,10"

3. KLOUSULE 6: KORTTYD

(1) In subklousule (1), vervang die bedrag "R1,40" deur die bedrag "R2,80".

Op hede die 7de dag van Februarie 1992 te Johannesburg onderteken.

W. ARON,

Voorsitter.

N. RATSHIDI,

Ondervoorsitter.

L. WANNENBURG,

Sekretaris.

No. R. 1862

3 Junie 1992

WET OP MANNEKRAGOPLEIDING, 1981
(WET No. 56 VAN 1981)

LUGRUIMNYWERHEID OPLEIDINGSRAAD: AANWYSING VAN AMBAGTE EN VOORSKRYWING VAN LEERVOORWAARDES

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, handelende kragtens artikel 13 van die Wet op Mannekragopleiding, 1981—

- (a) trek hierby, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, Goewermentskennisgewing No. R. 1987 van 13 November 1970 (soos toegepas by Goewermentskennisgewing No. R. 307 van 5 Maart 1971), soos gewysig by Goewermentskennisgewings Nos. R. 1945 van 25 Oktober 1974 (soos toegepas by Goewermentskennisgewing No. R. 10 van 10 Januarie 1975) en R. 1141 van 24 Junie 1977 (soos toegepas by Goewermentskennisgewing No. R. 1810 van 9 September 1977), in: Met dien verstande dat die klousules betreffende leertyd, tegniese studies, betaling van klas-, kursus- en eksamen-gelde, ambagstoetse en opleidingskursusse in die Leervooraardes voorgeskryf by genoemde Goewermentskennisgewing, van toepassing bly ten opsigte van vakleerlinge wie se kontrakte van vakleerlingskap aangegaan is voor die datum van inwerkingtreding van hierdie kennisgewing;

(2) Substitute the following for the table under clause 2 (b):

Job category	Column 1	Column 2
	R	R
A	336,73	23,91
B	279,27	19,82
C	272,25	19,44
D	202,76	14,40
E	170,00	14,00
F	208,26	14,79
G1	137,60	12,51
G2	140,80	11,78
H1	463,00	29,07
H2	250,73	17,80
H3	524,04	37,21
H4	156,60	12,96
H5	186,40	13,76
H6	183,60	13,80
H7	196,56	13,96
Sample machinist	195,50	16,10"

3. CLAUSE 6: SHORT TIME

(1) In subclause (1), substitute the figure "R2,80" for the figure "R1,40".

Signed at Johannesburg this 7th day of February 1992.

W. ARON,

Chairman.

N. RATSHIDI,

Vice-Chairman.

L. WANNENBURG,

Secretary.

No. R. 1862

3 June 1992

MANPOWER TRAINING ACT, 1981
(ACT No. 56 OF 1981)

AEROSPACE INDUSTRY TRAINING BOARD: DESIGNATION OF TRADES AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, acting in terms of section 13 of the Manpower Training Act, 1981—

- (a) hereby withdraw, with effect from the second Monday after the date of publication of this notice, Government Notice No. R. 1987 of 13 November 1970 (as applied by Government Notice No. R. 307 of 5 March 1971), as amended by Government Notices Nos. R. 1945 of 25 October 1974 (as applied by Government Notice No. R. 10 of 10 January 1975) and R. 1141 of 24 June 1977 (as applied by Government Notice No. R. 1810 of 9 September 1977): Provided that the clauses pertaining to period of apprenticeship, technical studies, payment of class, course and examination fees, trade tests and courses of training in the Conditions prescribed by the said Government Notice, shall remain applicable in respect of apprentices whose contract of apprenticeship was entered into prior to the date of coming into operation of this notice;

(b) wys hierby in die Lugruimnywerheid in die Republiek van Suid-Afrika die ondervermelde ambagte aan as ambagte ten opsigte waarvan die Wet, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, van toepassing is:

AMBAGTE

1. DRAAIER EN MASJINIS; (13)
2. ELEKTRISIËN; (8)
4. GEREEDSKAP- EN SETMAATVERVAARDIGER; (12)
5. PASSER EN DRAAIER; (10)
6. RADARTRISIËN; (11)
7. VliegTUIGAVIONIKUS; (1)
8. VliegTUIGELEKTRISIËN; (2)
9. VliegTUIGINSTRUMENTWERKTUIGKUNDIGE; (3)
10. VliegTUIGRADIOTRISIËN; (5)
11. VliegTUIGSTRUKTUURWERKER; (6)
12. VliegTUIGSWEISER; (7)
13. VliegTUIGWERKTUIGKUNDIGE (4); en

(c) skryf hierby, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, die Voorwaardes hieronder uiteengesit as Leervowaardes ten opsigte van die ambagte aangewys in paragraaf (b) in die Nywerheid en gebied daarin genoem.

Vir die doeleindes van hierdie kennisgewing beteken—

“**lugruim**” die tegnologie van lugvaart in die aarde se atmosfeer en in die buitenste lugruim;

“**lugvaart**” die vervaardiging, bediening en instandhouding van vliegtuie en die voorsiening van hul direkte ondersteuningsdienste; en

“**Nywerheid**” of “**Lugruimnywerheid**” die nywerheid in sy wydste betekenis waarin werkgewers en werknemers met mekaar geassosieer is vir die doel om lugruimverwante handelinge van watter aard ookal uit te voer, insluitende die vervaardiging, verkoop, onderhoud, herstel, opknapping en bediening van lugruimvoertuie, hul komponente en onderdele, vir vergoeding en/of ter bevordering van 'n ander onderneming, verwante dienste en bedrywe, en werk normaalweg bekend as lugruimverwante subkontraakteurswerk en soortgelyke werk, maar uitsluitend Transnet Beperk en die Staat.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

VOORWAARDES

1. Kwalifikasies om met vakleerlingskap te begin

Die minimum ouderdom en opvoedkundige kwalifikasies om met vakleerlingskap te begin, is 16 jaar en—

(a) standaard IX met Wiskunde of die Nasionale Tegnieke Sertifikaat, Deel II (N2) met Wiskunde ten opsigte van die volgende ambagte:

(i) Vliegtuigelektrisië;

(b) hereby designate in the Aerospace Industry in the Republic of South Africa the undermentioned trades as trades in respect of which the Act shall apply with effect from the second Monday after the date of publication of this notice:

TRADES

1. AIRCRAFT AVIONICIAN; (7)
2. AIRCRAFT ELECTRICIAN; (8)
3. AIRCRAFT INSTRUMENT MECHANIC; (9)
4. AIRCRAFT MECHANIC; (13)
5. AIRCRAFT RADIOTRICIAN; (10)
6. AIRCRAFT STRUCTURES WORKER; (11)
7. AIRCRAFT WELDER; (12)
8. ELECTRICIAN; (2)
9. ELECTRONICS MECHANICIAN; (3)
10. FITTER AND TURNER; (5)
11. RADARTRICIAN; (6)
12. TOOL AND JIGMAKER; (4)
13. TURNER AND MACHINIST (1); and

(c) hereby prescribe, with effect from the second Monday after the date of publication of this notice, the Conditions set out hereunder as Conditions of Apprenticeship in respect of the trades designated in paragraph (b) in the Industry and area stated therein.

For the purposes of this notice—

“**aerospace**” means the technology of aviation in the earth's atmosphere and in outer space;

“**aviation**” means the manufacture, operation and maintenance of aircraft and the provision of their direct supporting services; and

“**Industry**” or “**Aerospace Industry**” means the industry in its broadest sense in which employers and employees are associated for the purpose of carrying out aerospace-related operations of whatever nature, including the manufacture, sale, maintenance, repair, overhaul and operation of aerospace vehicles, their components and parts, for reward and/or for the furtherance of another business, associated services and operations, and work commonly known as aerospace-related subcontract work and the like, but excluding Transnet Limited and the State.

G. M. E. CARELSE,

Deputy-minister of Manpower.

CONDITIONS

1. Qualifications for commencing apprenticeship

The minimum age and education qualifications for commencing apprenticeship shall be 16 years and—

(a) Standard IX with Mathematics or the National Technical Certificate, Part II (N2) with Mathematics in respect of the following trades:

(i) Aircraft Electrician;

- (ii) Vliegtuiginstrumentwerktuigkundige;
- (iii) Vliegtuigradiotriësiën;
- (iv) Radartriësiën;
- (v) Elektronika Meganikus; en

- (b) standaard VIII met Wiskunde of die Nasionale Tegniese Sertifikaat, Deel I (N1) met Wiskunde vir alle ander aangewese ambagte.

2. Opleiding

Opleiding sal geskied ooreenkomstig 'n bevoegdheidgerigte modulêre stelsel. Die tye toegelaat vir die voltooiing van modules en die kriterium/fasetoetse wat daarmee verband hou soos voorgeskryf in die opleidingskedules vir die aangewese ambagte, sal deur die instrukteur aan die vakleerling voorsien word.

3. Tydperk van vakleerlingskap

- (1) Daar sal van 'n vakleerling vereis word om—

- (a) ten opsigte van die ambag Vliegtuigswaier, 'n minimum van 75 weke praktiese opleiding gedurende 'n maksimum van 156 weke vakleerlingskap te ondergaan; of
- (b) ten opsigte van alle ander ambagte, 'n minimum van 95 weke praktiese opleiding gedurende 'n maksimum van 208 weke vakleerlingskap te ondergaan.

- (2) Indien 'n vakleerling nie die finale fasetoets binne die toepaslike maksimum opleidingstydperk genoem in subklousule (1) suksesvol voltooi nie, moet sy kontrak gekanselleer word.
- (3) Die werkgewer van die vakleerling moet die Sekretaris van die Lugruimnywerheid Opleidingsraad (hierna genoem die LNOR) binne sewe (7) dae nadat die vakleerling vertrek het na of terugkeer van verpligte opleiding of diens ingevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957) of die Polisiwet, 1958 (Wet No. 7 van 1958) in kennis stel en die vakleerling se kontrak van vakleerlingskap moet opgeskort word vir sodanige tydperk van opleiding of diens.
- (4) Die LNOR mag erkenning verleen aan toepaslike opleiding, verkry voor kontraksluiting deur die werkgewer, in welke geval vrystelling van sekere modules toegestaan mag word en die minimum tydperk van praktiese opleiding mag verminder word tot die mate deur die LNOR bepaal.

4. Vergoeding

- (1) 'n Werkgewer moet 'n vakleerling maandeliks vergoed teen nie minder nie as die skale hieronder uiteengesit:

1ste jaar	2de jaar	3de jaar	4de jaar
R850	R900	R1 100	R1 500

- (ii) Aircraft Instrument Mechanic;
- (iii) Aircraft Radiotrician;
- (iv) Radartrician;
- (v) Electronics Mechanician; and

- (b) Standard VIII with Mathematics or the National Technical Certificate, Part I (N1) with Mathematics for all other designated trades.

2. Training

Training shall be conducted according to a competency based modular system. The times allocated for the completion of modules and the criteria/phase tests attached thereto, as prescribed in the training schedules for the designated trades, will be provided to the apprentice by the instructor.

3. Period of apprenticeship

- (1) An apprentice shall be required to undergo—

- (a) a minimum of 75 weeks practical training during a maximum of 156 weeks apprenticeship in the designated trade Aircraft Welder; and
- (b) a minimum of 95 weeks practical training during a maximum of 208 weeks apprenticeship in all other designated trades.

- (2) If an apprentice does not successfully complete the final phase test within the applicable maximum training period mentioned in subclause (1) above, his contract shall be cancelled.
- (3) The employer of the apprentice shall notify the Secretary of the Aerospace Industry Training Board (hereinafter referred to as the AITB) within seven (7) days after the apprentice has departed for or returned from compulsory training or service in terms of the Defence Act, 1957 (Act No. 44 of 1957), or the Police Act, 1958 (Act No. 7 of 1958), and the apprentice's contract of apprenticeship shall be suspended for such period of training or service.
- (4) Acknowledgement may be granted by the AITB for relevant training, attained prior to indentureship by the employer, in which case exemption may be granted from certain modules and the minimum period of practical training may be reduced to the extent determined by the AITB.

4. Remuneration

- (1) An employer shall remunerate an apprentice monthly at not less than the rates specified hereunder:

1st year	2nd year	3rd year	4th year
R850	R900	R1 100	R1 500

- (2) (a) 'n Werkgewer moet die vergoeding voorgeskryf in hierdie klousule aanvul ten opsigte van elke vakleerling wie in besit is van of die opvoedkundige kwalifikasies hieronder geskeduleer, behaal het, of gelykwaardige kwalifikasies, indien dit as toepaslik vir sy ambag deur die LNOR beskou word, met 'n bedrag nie minder nie as dié in die Bylae aangetoon:

BYLAE

Nasionale Tegniiese Sertifikaat, Deel II (N2)/St 9*	R 25
Nasionale Tegniiese Sertifikaat, Deel III (N3)/St 10*	R 50
Nasionale Tegniiese Sertifikaat, Deel IV (N4/T1)	R 75
Nasionale Tegniiese Sertifikaat, Deel V (N5/T2)	R100
Nasionale Tegniiese Sertifikaat, Deel VI (N6/T3)	R125
T4	R150

* = Met Wiskunde

- (b) Die bedrae voorgeskryf ingevolge paragraaf (a) hierbo sal nie kumulatief wees nie maar betaalbaar wees ten opsigte van slegs een, d.i. die hoogste sertifikaat of diploma verwerf.
- (c) Enige bedrag waarop 'n vakleerling ingevolge paragraaf (a) geregtig is, sal, waar die betrokke sertifikaat of diploma gedurende sy vakleerlingskap behaal is, betaalbaar wees vanaf die datum van uitreiking daarvan: Met dien verstande dat as die sertifikaat of diploma nie binne ses maande na uitreiking aan die werkgewer voorgelê word nie, die betaling gemaak word vanaf die datum van voorlegging van die sertifikaat of diploma aan die werkgewer.
- (3) Indien 'n werkgewer en 'n voornemende vakleerling ooreenkom, voordat 'n kontrak van vakleerlingskap gesluit is, dat vergoeding betaal sal word teen 'n skaal hoër as dié voorgeskryf in subklousule (1), sodanige hoër skaal in die kontrak gestipuleer moet word en aan die vakleerling betaal moet word.

5. Reis, verblyf en veldtoelae

- (1) Die volgende vervoertoelae en/of toelae vir slaap-akkommodasie moet deur 'n werkgewer aan 'n vakleerling betaal word wat werk moet verrig weg van sy ooreengekome werkplek of woonplek.
- (a) Waar die vakleerling in staat is om daaglik na sy woonplek terug te keer, maar vervoer word nie deur die werkgewer verskaf nie, 'n tweedeklas retoertrein-kaartjie reisgeld of die werkgewer se bepaalde daaglikse reistoelae wat nie minder as die retoerreisgeld mag wees nie,

- (2) (a) An employer shall supplement the remuneration prescribed in this clause in respect of every apprentice who is in possession of or attains the educational qualifications scheduled hereunder, or equivalent qualifications, if deemed applicable to his trade by the AITB, by an amount of not less than that indicated in the Schedule:

SCHEDULE

National Technical Certificate, Part II (N2)/St 9*	R 25
National Technical Certificate, Part III (N3)/St 10*	R 50
National Technical Certificate, Part IV (N4/T1)	R 75
National Technical Certificate, Part V (N5/T2)	R100
National Technical Certificate, Part VI (N6/T3)	R125
T4	R150

* = With Mathematics

- (b) The amounts prescribed in terms of paragraph (a) shall not be cumulative but shall be payable in respect of only one, i.e. the highest certificate or diploma attained.
- (c) Any amount to which an apprentice is entitled in terms of paragraph (a) hereof shall, where the relevant certificate or diploma is attained during his apprenticeship, be payable as from the date of issue thereof: Provided that if the certificate or diploma is not submitted to the employer within six months of the date of issue thereof, payment shall be made as from the date of submission of the certificate or diploma to the employer.
- (3) If an employer and a prospective apprentice agree, before entering into a contract of apprenticeship, that remuneration shall be paid at a rate higher than those prescribed in subclause (1), such higher rate of remuneration shall be recorded in the contract and shall be paid to the apprentice.

5. Subsistence, transport and field allowances

- (1) The following transport allowance and/or allowance for sleeping accommodation shall be paid by an employer to an apprentice sent by him to work away from his contracted place of employment or residence:
- (a) Where the apprentice is able to and does return to his home every day but transport is not provided by the employer, return second class railway fare or the relevant employer defined travelling allowance daily which shall not be less than such return rail fare;

(b) waar die vakleerling nie in staat is om daaglik na sy woonplek terug te keer nie—

(i) indien vervoer nie deur die werkgever verskaf word nie, die gelyke waarde van 'n tweedeklas treinkaartjie of die werkgever se bepaalde daaglikse reistoelae wat nie minder as die retoerreisgeld na en van die werkplek aan die begin en beëindiging van sodanige werk mag wees nie,

(ii) geskikte slaap-akkommodasie in die omgewing van die werkplek, of 'n toelae gelyk aan die tarief van 'n een-ster hotel in die omgewing van die werkplek.

(2) 'n Vakleerling wat deur sy werkgever weggestuur word, maar in staat is om naweke huis toe te gaan en terug te keer op die normale begintyd op Maandag (of Dinsdag, na 'n openbare vakansiedag, indien hierdie vakansiedae op 'n Maandag val) sal geregtig wees op die tweedeklas retoer treingeld of die bepaalde werkgever se bepaalde daaglikse reistoelae, wat nie minder moet wees as sodanige retoer treinreisgeld nie: Met dien verstande dat geen betaling in die plek van sodanige reisgeld gemaak sal word nie as die reis nie plaasvind nie.

6. Verlof

(1) 'n Vakleerling is geregtig op en moet minstens drie aaneenlopende weke verlof met volle betaling ten opsigte van elke jaar van vakleerlingskap toegestaan word. Sodanige verlof moet toegestaan word binne vyf maande na voltooiing van die betrokke jaar van vakleerlingskap.

(2) Indien enige openbare vakansiedag binne die verloftydperk in subklousule (1) bedoel, val, moet sodanige aantal dae tot die verloftydperk bygevoeg word as verdere verlof en die vakleerling sal sy volle vergoeding betaal word ten opsigte van sodanige dae.

(3) 'n Vakleerling wie se kontrak in die eerste of enige daaropvolgende jaar van vakleerlingskap by dieselfde werkgever eindig voor die verloftydperk soos in subklousule (1) opgeloopt of toegestaan is, moet met sodanige beëindiging, alle verlofgeld betaal word soos op die datum van sodanige beëindiging, ten opsigte van elke voltooiende maand van vakleerlingskap met die werkgever na die datum waarop hy geregtig was op verlof ingevolge subklousule (1) of in die geval van 'n vakleerling wat minder as 12 maande gewerk het, na die aanvangsdatum van sy vakleerlingskap.

7. Werkure

(1) Die gewone werkure van 'n vakleerling moet nie meer wees nie as—

(a) in die geval van 'n vakleerling wat 'n sesdagweek werk—

(i) ses-en-veertig ure in enige week vanaf Maandag tot en met Saterdag;

(b) where the apprentice is unable to return to his home daily—

(i) if transport is not provided by the employer, the equivalent of second class railway fare or the relevant employer defined travelling allowance which shall not be less than such return rail fare, to and from the place of work at the beginning and termination of such work, respectively;

(ii) suitable sleeping accommodation in proximity to the place of work, or an allowance of the equivalent of a one-star hotel tariff in the applicable area of work.

(2) An apprentice who is so sent by his employer but is able to proceed to his home at the weekend and return by the ordinary starting time on Monday (or Tuesday after a public holiday, if these holidays fall on a Monday) shall be entitled to a second class return railway fare or the relevant employer defined travelling allowance, which shall not be less than such return rail fare at weekends: Provided that no payment in lieu of such fare shall be made if the journey is not undertaken.

6. Leave

(1) An apprentice shall be entitled to and be granted not less than three consecutive weeks leave on full pay in respect of each year of apprenticeship. Such leave shall be granted within five months after completion of the year of apprenticeship to which it relates.

(2) If any public holiday falls within the period of leave referred to in subclause (1) such number of days shall be added to the said period as a further period of leave and the apprentice shall be paid his full remuneration in respect of such days.

(3) An apprentice whose contract of apprenticeship terminates in the first or any subsequent year of apprenticeship with the same employer before the period of leave referred to in subclause (1) has accrued or been granted, shall, upon such termination, be paid all leave as at the date of such termination, in respect of each completed month of apprenticeship with the employer after the date on which he last became entitled to leave in terms of subclause (1) or, in the case of an apprentice who has served less than 12 months, after the date of commencement of his apprenticeship.

7. Hours of work

(1) The ordinary hours of work of an apprentice shall not exceed—

(a) in the case of an apprentice who works a six day week—

(i) forty-six hours in any week from Monday to Saturday inclusive;

- (ii) agt ure op enige dag, tensy die ure op een dag nie vyf ure oorskry nie, in welke geval die ure op die ander dae nie agt en 'n half ure op enige dag moet oorskry nie, indien sodanige verlenging nie meebring dat die gewone werkure meer as 46 ure in enige week is nie.
- (b) in die geval van 'n vakleerling wat 'n vyf-dagweek werk—
 - (i) ses-en-veertig ure in enige week vanaf Maandag tot en met Vrydag;
 - (ii) nege en 'n kwart ure per dag.
- (2) Daar sal nie van 'n vakleerling verwag of toegelaat word om vir 'n aaneenlopende tydperk van meer as vyf ure te werk sonder 'n ononderbroke pouse van ten minste 'n halfuur nie.
- (3) Behalwe soos voorgeskryf in subklousule (2) hierbo, sal alle werkrure opeenvolgend wees.
- (4) 'n Werkgewer mag dit nodig vind of toelaat dat 'n vakleerling oortyd werk vir 'n tydperk wat nie 10 ure per week oorskry nie: Met dien verstande dat sodanige oortyd nie inmeng nie met die verpligte klasbywoning soos in klousule 8 bedoel.
- (5) 'n Werkgewer moet 'n vakleerling wat oortyd werk, vergoed teen 'n skaal wat nie laer is as een en een derde maal sy gewone skaal nie.
- (6) As 'n vakleerling op 'n Sondag werk moet sy werkgewer hom vergoed—
 - (a) as hy werk vir 'n tydperk wat nie vier ure oorskry nie, teen 'n skaal wat nie minder is nie as sy gewone vergoeding betaalbaar ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word, of
 - (b) as hy so werk vir 'n tydperk wat vier ure oorskry, teen 'n skaal wat nie minder is nie as dubbel sy normale vergoeding ten opsigte van die totale tydperk gewerk op sodanige Sondag, of teen 'n skaal wat nie minder is nie as dubbel die gewone vergoeding betaalbaar ten opsigte van die tydperk gewoonweg deur hom op 'n weeksdag gewerk, wat ookal die meeste is, of
 - (c) as hy so werk, teen 'n skaal wat nie minder is nie as een en een derde van sy gewone skaal van vergoeding ten opsigte van die totale tydperk gewerk op sodanige Sondag en aan hom een dag vakansie toestaan binne sewe dae na sodanige Sondag en hom daarvoor vergoed teen 'n skaal wat nie minder is nie as sy gewone vergoeding asof hy op so 'n vakansiedag sy gewone werkure vir daardie dag van die week gewerk het.
- (7) (a) As 'n vakleerling nie op enige openbare vakansiedag werk nie, moet sy werkgewer hom vergoed vir sodanige dag teen 'n skaal wat nie minder is as sy gewone vergoeding nie asof hy op sodanige dag sy gewone werkure vir daardie dag van die week gewerk het.
- (ii) eight hours on any day, unless the hours on one day do not exceed five hours, in which case the hours on the other days shall not exceed eight and a half hours on any day, if by such extension the ordinary hours of work do not exceed 46 hours in any week;
- (b) in the case of an apprentice who works a five-day week—
 - (i) forty-six hours in any week from Monday to Friday inclusive;
 - (ii) nine and a quarter hours on any day.
- (2) No apprentice shall be required or permitted to work for a continuous period of more than five hours without an uninterrupted interval of at least half an hour.
- (3) Save as provided in subclause (2) above, all hours of work shall be consecutive.
- (4) An employer may require or permit an apprentice to work overtime for a total period not exceeding 10 hours in any one week: Provided that such overtime does not interfere with compulsory class attendance in terms of clause 8.
- (5) An employer shall remunerate an apprentice who works overtime at a rate not less than one and one-third times his ordinary rate of remuneration.
- (6) Whenever an apprentice works on a Sunday, his employer shall either remunerate such apprentice—
 - (a) if he so works for a period not exceeding four hours, at a rate not less than his ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (b) if he so works for a period exceeding four hours, at a rate not less than double his ordinary remuneration in respect of the total period worked on such Sunday, or at a rate which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
 - (c) if he so works at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and granted him within seven days of such Sunday one day holiday and remunerate him in respect thereof at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.
- (7) (a) If an apprentice does not work on any public holiday, his employer shall remunerate him in respect of such day at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

- (b) As 'n vakleerling op enige openbare vakansiedag werk, moet sy werkgever hom bo en behalwe sy gewone vergoeding addisioneel vergoed vir die totale tydperk gewerk teen 'n skaal wat nie minder is as die gewone skaal van vergoeding nie.

8. Tegniese studies

- (1) 'n Vakleerling wie nie alreeds 'n N3-sertifikaat met vakke wat verband hou met sy aangewese ambag, besit nie, moet tegniese studies by 'n geakkrediteerde tegniese instelling volg wat verband hou met sodanige ambag en in ooreenstemming met die sillabus wat deur die LNOR vir die Nasionale Tegniese Sertifikaat, Dele I (N1) en II (N2) en III (N3) goedgekeur is.
- (2) Daar sal van 'n vakleerling vereis word om ten minste een trimester tegniese klasse per jaar tot 'n maksimum van drie keer tydens sy vakleerlingskap gedurende normale werkure by te woon, tensy sodanige fasiliteite nie binne redelike afstand bestaan nie, in welke geval van die vakleerling vereis sal word om die toepaslike korrespondensiekursus gedurende daardie jaar te volg op sodanige plek van studie en gedurende sodanige ure as wat die LNOR mag bepaal.
- (3) Daar sal nie deur 'n werkgever van 'n vakleerling wat, ingevolge subklousule (2), klasse bywoon of 'n korrespondensiekursus volg, na gelang van die geval, verwag word om vir die duur van sodanige kursus of die ure van studie, na gelang van die geval, vir werk aan te meld nie: Met dien verstande dat 'n vakleerling wie nie daarin slaag om die sertifikaat waarvoor hy ingeskryf het, te verwerf nie, nie toegelaat sal word om sy studies vir dieselfde sertifikaat gedurende normale werkure voort te sit nie.
- (4) Van 'n vakleerling wat weens afwesigheid as gevolg van militêre opleiding of diens ingevolge die Verdedigingswet, 1957, of die Polisiwet, 1958, nie in staat is om klasse vir die volle duur van 'n trimester studiekursus by te woon nie, of 'n korrespondensiekursus te volg vir ten minste 'n halwe akademiese jaar nie, wat ookal die geval mag wees, word nie vereis om sy studievereistes gedurende daardie akademiese jaar na te kom nie.
- (5) 'n Vakleerling mag, as gevolg van onbetaamlike gedrag, onnodige afwesigheid of onbevredigende toetsuitslae, deur die LNOR op aanbeveling van die tegniese kollege en na oorlegpleging met die werkgever, onttrek word, en die vakleerling sal aanspreeklik wees vir alle klasgelde.

9. Betaling van klas- of kursus- en eksamengelde

'n Werkgever moet aan die betrokke tegniese inrigting die klas- of kursuselde en eksamengelde, wat deur 'n vakleerling van wie vereis word om klasse by te woon of korrespondensiekursusse te volg of om in te skryf vir enige eksamen, betaal en mag die bedrag wat voorgeskiet is in gelyke maandelikse paaierente oor

- (b) Whenever an apprentice works on any public holiday, his employer shall remunerate him at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

8. Technical studies

- (1) An apprentice who is not already in possession of an N3 certificate, in subjects related to the trade in which he is indentured, shall follow technical studies relevant to such trade and in accordance with the syllabi approved by the AITB for the National Technical Certificates, Part I (N1) and II (N2) and III (N3), at an accredited technical institution.
- (2) An apprentice shall be required to attend at least one trimester of technical classes per annum to a maximum of three times during his apprenticeship during normal working hours, unless such facilities do not exist within reasonable distance, in which case the apprentice shall be required to follow the applicable correspondence course during that year at such place and during such hours at the AITB may determine.
- (3) An apprentice who attends classes or follow a correspondence course in terms of subclause (2), as the case may be, shall, for the duration of such course or during such hours of study, as the case may be, not be required by his employer to report from work: Provided that an apprentice who fails to obtain the certificate for which enrolled, shall not be allowed to continue his studies for the same certificate during normal working hours.
- (4) An apprentice who, because of absence on training or service in terms of the Defence Act, 1957, or the Police Act, 1958, is unable to attend classes for the full duration of a trimester study course, or to follow a correspondence course for at least half an academic year, as the case may be, shall not be required to pursue his studies during that academic year.
- (5) An apprentice may, because of misbehaviour, unnecessary absenteeism, or unsatisfactory test results, be withdrawn by the AITB on recommendation of the technical college after consultation with the employer and the apprentice will be liable for all class fees.

9. Payment of class or course and examination fees

An employer shall advance to the technical institution concerned the class or course fees and the examination fees payable by an apprentice who is required, to attend any classes or follow correspondence courses or to enter for any examination, and may deduct the amount so advanced from the wages of the

'n 12 maande-tydperk vanaf die datum waarop die voorskot plaasgevind het, van die vakleerling se salaris verhaal word: Met dien verstande dat—

- (a) indien die vakleerling by wyse van 'n eksamen die sertifikaat verwerf waarvoor hy ingeskryf het, sal die volle bedrag wat ten opsigte van klas- of kursusgelde en eksamengelde vir daardie eksamen afgetrek is aan hom deur die werkgewer terugbetaal word;
- (b) indien die vakleerling nie daarin slaag om die sertifikaat genoem in (a) te verwerf nie, sal terugbetalings van klas- of kursusgelde en eksamengelde slegs gemaak word ten opsigte van daardie vakke wat die vakleerling in die eksamen geslaag het.

10. Module/fase en ambagstoetse

- (1) 'n Vakleerling moet bevoegdheidsgebaseerde module toetse of fasetoetse (bevattende verskeie modules waar optimaal logies) onvoorwaardelik slaag soos opleiding vorder.
- (2) 'n Vakleerling Vliegtuigswaier moet die teorie van die ambag op die Nasionale Tegnieuse Sertifikaat, Deel II (N2) vlak slaag voordat hy toegelaat sal word om sy ambagstoets te onderneem. Vir alle ander ambagte, moet 'n vakleerling in die teorie van die ambag waarvoor hy ingeskryf het, op die Nasionale Tegnieuse Sertifikaat, Deel III (N3) vlak slaag, voordat hy toegelaat sal word om die ambagstoets aan te durf.
- (3) Ambagstoetse sal by 'n toetssentrum wat deur die LNOR geakkrediteer is, plaasvind.
- (4) 'n Vakleerling moet so spoedig moontlik na voltooiing van sy opleiding aan die voorgeskrewe ambagstoets onderwerp word. Die koste van sodanige toetse, insluitende reis- en verblyfkoste, moet deur die vakleerling se werkgewer gedra word.
- (5) 'n Vakleerling sal nie toegelaat word om 'n module of intermediêre fasetoets meer as drie maal te herhaal nie. Indien die vakleerling nie die derde poging sal slaag nie en sal die kontrak deur die Raad gekanselleer word, tensy omstandighede soos deur die LNOR ondersoek, een verdere poging regverdig.
- (6) 'n Vakleerling wat nie met sy tweede poging die ambagstoets slaag nie, se kontrak sal gekanselleer word tensy omstandighede soos deur die LNOR ondersoek, een verdere poging in die ambagstoets regverdig voordat sy kontrak gekanselleer word.
- (7) 'n Vakleerling moet suksesvol wees met die ambagstoets om as 'n ambagsman te kwalifiseer.

11. Opleidingskursusse

'n Werkgewer moet praktiese opleiding aan 'n vakleerling verskaf in die ambag waarvoor hy ingeboek is, in ooreenstemming met die LNOR se goedgekeurde en gepubliseerde modulêre opleidingskedules wat van tyd tot tyd deur die LNOR aan die werkgewer uitgereik word.

apprentice in equal monthly instalments during a period of 12 months from the date on which the advance was made: Provided that—

- (a) if, at an examination, the apprentice attains the certificate for which he had enrolled, the full amount deducted in respect of class or course fees and the examination fees for that examination shall be refunded to him by the employer;
- (b) if the apprentice fails to obtain the certificate mentioned in (a) the refund of class or course fees and examination fees for any examination shall be made only in respect of those subjects in which the apprentice was successful at that examination.

10. Module/phase and trade test (final phase test)

- (1) An apprentice must pass competency based module tests or phase tests (containing several modules, where optimally logical) unconditionally, as training proceeds.
- (2) An Aircraft Welder apprentice must obtain a pass, in the theory of the Aircraft Welder trade, at the National Technical Certificate, Part II (N2) level minimum before he will be allowed to attempt the trade test. For all other designated trades, an apprentice must obtain a pass in the theory of the trade in which he is indentured at the National Technical Certificate, Part III (N3) level minimum before he will be allowed to attempt the trade test.
- (3) Trade tests shall be conducted at a testing centre accredited by the AITB.
- (4) An apprentice shall be subjected to the prescribed trade test as soon as possible after completion of his training. Costs of such tests including subsistence and transport costs shall be borne by the apprentice's employer.
- (5) An apprentice will not be allowed to repeat a module or intermediate phase test more than three times. Failure to pass the third attempt will result in contract cancellation by the Board, unless circumstances as investigated by the AITB, justifies one further attempt.
- (6) An apprentice who fails to pass his second attempt in the trade test will result in his contract being cancelled unless circumstances as investigated by the AITB, justifies one further trade test before his contract shall be cancelled.
- (7) An apprentice must be successful in the trade test to qualify as an artisan.

11. Courses of training

An employer shall provide an apprentice with practical training in the trade in which he is indentured in accordance with the AITB approved and published modular training schedules issued to the employer by the AITB from time to time.

No. R. 1863

3 Julie 1992

WET OP MANNEKRAGOPLEIDING, 1981

OPLEIDINGSKEMA VIR DIE HAARKAPPERY EN KOSMETOLOGIESE NYWERHEID

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby kragtens artikel 39 (5) van die Wet op Mannekragopleiding, 1981, dat die bepalings van die Skema wat in die Bylae hiervan verskyn met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing bindend is vir alle werkgewers en werknemers wat betrokke is by of in diens is in die Haarkappery en Kosmetologiese Nywerheid en die gebiede soos in die Bylae hiervan bepaal en sal eindig op die datum van intrekking van die Skema in-gevolge artikel 39 (3) van bovermelde Wet.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

Die Opleidingskema vir die Haarkappery en Kosmetologiese Nywerheid, hierna "die Nywerheid" genoem, is deur die Suid-Afrikaanse Haarkappery en Kosmetologiese Vereniging ingestel vir die opleiding van werknemers in die Nywerheid en maak voorsiening vir die stigting van 'n fonds vir die doeleindes van die Skema, die betaling van bydraes aan die Fonds deur werkgewers in die Nywerheid en die instelling van 'n Opleidingsraad om die Fonds, wat as die "Haarkappery en Kosmetologiese Nywerheidopleidings- en -ontwikkelingsfonds" bekend sal staan, te administreer.

1. Naam van die Skema

Die naam van die Skema is die "Haarkappery en Kosmetologiese Nywerheidsopleidingskema".

2. Toepassingsbestek van die Skema

Die bepalings van die Skema moet nagekom word deur alle werkgewers en werknemers wat in die Haarkappery en Kosmetologiese Nywerheid betrokke of in diens is in die landdrosdistrikte genoem in subklousules (1) tot (6).

- (1) Die landdrosdistrikte Bellville, Goodwood, Simonstad, Die Kaap en Wynberg.
- (2) Die landdrosdistrikte Durban, Inanda, Pietermaritzburg en Pinetown.
- (3) Die landdrosdistrik Oos-Londen.
- (4) Die landdrosdistrikte Despatch, Port Elizabeth en Uitenhage.
- (5) Die landdrosdistrikte Pretoria en Wonderboom.
- (6) Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

No. R. 1863

3 July 1992

MANPOWER TRAINING ACT, 1981

TRAINING SCHEME FOR THE HAIRDRESSING AND COSMETOLOGY INDUSTRY

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 39 (5) of the Manpower Training Act, 1981, declare that the provisions of the Scheme which appear in the Schedule hereto shall be binding with effect from the second Monday after the date of publication of this notice upon all employers and employees who are engaged or employed in the Hairdressing and Cosmetology Industry and in the areas as specified in the Schedule hereto, and shall terminate on the date of withdrawal of the Scheme in terms of section 39 (3) of the above-mentioned Act.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

The Training Scheme for the Hairdressing and Cosmetology Industry, hereinafter referred to as "the Industry", has been established by the South African Hairdressers and Cosmetologists Association for the training of employees in the Industry and provides for the establishment of a fund for the purpose of the Scheme, the payment of contributions to the Fund by employers in the Industry and the establishment of a Training Board to administer the Fund, which shall be called the "Hairdressing and Cosmetology Industry Training and Development Fund".

1. Name of the Scheme

The name of the Scheme shall be the "Hairdressing and Cosmetology Industry Training Scheme".

2. Scope of Application of the Scheme

The provisions of the Scheme shall be observed by all employers and employees who are engaged or employed in the Hairdressing and Cosmetology Industry in the Magisterial Districts referred to in subclauses (1) to (6).

- (1) The Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg.
- (2) The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown.
- (3) The Magisterial District of East London.
- (4) The Magisterial Districts of Despatch, Port Elizabeth and Uitenhage.
- (5) The Magisterial Districts of Pretoria and Wonderboom.
- (6) The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

3. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Skema gebruik word en in die Wet omskryf word, het dieselfde betekenis as in die Wet, en alle verwysings na die Wet omvat alle wysigings van die Wet en enige regulasies kragtens die Wet uitgevaardig, en, tensy onbestaanbaar met die sinsverband, beteken —

"Fonds" die Haarkappery en Kosmetologiese Nywerheidopleidings- en -ontwikkelingsfonds in klausule 5 bedoel;

"Haarkappery en Kosmetologiese Nywerheid" of **"Nywerheid"**, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die doel om toilet dienste in enige inrigting te verskaf;

"Inrigting" enige onderneming waarin toilet dienste aangebied word of aangebied staan te word;

"Raad" die Haarkappery en Kosmetologiese Nywerheidopleidingsraad;

"Skema" die Haarkappery en Kosmetologiese Nywerheidopleidingskema;

"toilet dienste" enige of meer of 'n kombinasie van die praktyke wat in die reël of gewoonlik verrig word deur en bekend staan as die professie van skoonheidsdeskundiges of kosmetiste of kosmetoloë of haarkappers, en sluit die volgende werksaamhede in, maar word nie daardeur beperk nie:

Haarskikking, haarkapping, haarsny, streepbleiking, skeer, krulling, reiniging;

skroeiing, sjamponeering, bleiking, kleuring, tinting, versteiling, stilerig, golwing (permanente golwing, Marcel- of watergolwing) of enige ander behandeling van die hare van die kop of die gesig;

die massering of ander stimulerende behandeling of oefening van die gesig, kop of nek;

manikuring van die naels, en/of naelherbouing, wenkbrouplukking, bordwerk, trigologiese behandeling of verfraaiing; of

die verrigting van enige werksaamheid op enige pruik of haarstuk wat deur enige persoon gedra word,

hetsy enige apparaat, toestel, preparaat of stof in enige van hierdie aktiwiteite gebruik word al dan nie;

"werkgewer" enige werkgewer, soos in die Wet omskryf, wat aan enige werknemer werk verskaf of hom in diens neem of wat selfstandig in die Nywerheid werksaam is.

"werknemer" enige werknemer, soos in die Wet omskryf wat vir 'n werkgewer in die Nywerheid werk of by hom in diens is; en

"Wet" die Wet op Mannekragopleiding, 1981 (Wet No. 56 van 1981).

3. DEFINITIONS

Any expression used in this Scheme which is defined in the Act, shall have the same meaning as in the Act and any references to the Act shall include any amendments to the Act and any regulations made in terms of the Act and, unless inconsistent with the context —

"Act" means the Manpower Training Act, 1981 (Act No. 56 of 1981);

"Board" means the Hairdressing and Cosmetology Industry Training Board;

"employee", means any employee, as defined in the Act, who is employed by or who is working for an employer in the Industry;

"employer" means any employer, as defined in the Act, who employs or provides work for any employee or is self-employed in the Industry;

"establishment" means any premises in which toilet services are rendered or are to be rendered;

"Fund" means the Hairdressing and Cosmetology Industry Training and Development Fund referred to in clause 5;

"Hairdressing and Cosmetology Industry" or **"Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for the purpose of performing toilet services in any establishment;

"Scheme" means the Hairdressing and Cosmetology Industry Training Scheme; and

"toilet services" means any one or more of a combination of the practises generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes, but is not to be limited to, the following operations:

Hair arranging, hairdressing, haircutting, highlighting, shaving, curling, cleaning;

singeing, shampooing, bleaching, dyeing, colouring, tinting, straightening, styling, waving (permanent waving, Marcel or water waving) or any other treatment of the hair on the head or the face;

the massage or other stimulative treatment or exercise of the face, scalp or neck;

manicuring and/or restructuring of the nails, eyebrow plucking, board work, trichological treatment or beauty culture; or

performing any operation on any wig or hairpiece to be worn by any person,

whether or not any apparatus, appliance, preparation or substance is used in any of these operations.

4. Doelstellings van die Skema

Die hoofdoelstelling van die Skema sal wees om die gemeenskaplike belange van werkgewers en werknemers in die Nywerheid te bevorder deur gesamentlike verantwoordelikheid te aanvaar vir die opleidingsbehoefte van ambagslui en ander werknemers in die Nywerheid en die werksaamhede van die Raad sal geheel en al gerig wees op die bevordering van hierdie hoofdoelstelling deur middel van die volgende doelwitte:

- (a) Om die nodige fondse te voorsien om 'n toereikende bron van opgeleide werknemers vir die Nywerheid te verseker en om die opleiding en ontwikkeling van werknemers in die Nywerheid op alle vlakke finansiële te ondersteun sodat alle bydraende werkgewers gelyke geleentheid vir die opleiding en ontwikkeling van hul werknemers sal hê; en
- (b) om die administrasie van die Raad en doelwitte van die Raad, soos dit in sy konstitusie uiteengesit is, te finansier.

5. Haarkappery en Kosmetologiese Nywerheidopleiding- en -ontwikkelingsfonds

- (a) Hierby word 'n fonds gestig, wat bekend staan as die Haarkappery en Kosmetologiese Nywerheids- en -ontwikkelingsfonds.
- (2) Die Fonds sal deur die Haarkappery en Kosmetologiese Opleidingsraad geadministreer word.
- (3) In die Fonds word inbetaal—
 - (a) opleidingsheffings kragtens klousule 7 van hierdie Skema;
 - (b) rente en/of kapitaalaanwas wat uit die belegging van enige gelde van die Fonds verkry word;
 - (c) enige ander gelde waarop die Fonds geregtig mag word.
- (4) Die gelde van die Fonds word vir die bereiking van die doelstellings van die Skema, soos in klousule 4 uiteengesit, aangewend.

6. Instelling en funksies van die Haarkappery en Kosmetologiese Nywerheidopleidingsraad

(1) Die Haarkappery en Kosmetologiese Nywerheidopleidingsraad is deur die Suid-Afrikaanse Haarkappery en Kosmetologiese Vereniging en die Suid-Afrikaanse Haarkappersnywerheid Werknemers-unie ooreenkomstig 'n konstitusie, wat deur die Registrateur goedgekeur is, gestig.

(2) Die Raad het die bevoegdheid om met alle sake wat binne die bestek van die doelstellings van hierdie Skema val, soos in klousule 4 vervat, te handel.

7. Opgawes en bydraes tot die fonds

(1) Vanaf die datum van inwerkingtreding van die Skema moet elke werkgewer in die Nywerheid wat 'n lid van die Suid-Afrikaanse Haarkappers en Kosmetologiese Vereniging is—

- (a) aan die Raad te Posbus 11092, Aston Manor, 1630, of sodanige ander adres as wat skriftelik en per geregistreerde pos deur die Raad aan die werkgewer verwittig word, teen die veertiende

4. Objects of the Scheme

The principal objective of the Scheme shall be to promote the common interests of employers and employees in the Industry by assuming joint responsibility for the training needs of artisans and other employees in the Industry and the activities of the Board shall be wholly directed to the furtherance of this principal objective through the following objects:

- (a) To provide the necessary funds to ensure an adequate supply of trained employees for the Industry and to financially assist with the training and development of employees for the Industry at all levels in order that all contributing employers will have equal opportunities for the training and development of their employees; and
- (b) to finance the administration of the Board and the objects of the Board as set out in its constitution.

5. Hairdressing and Cosmetology Industry Training and Development Fund

- (a) There is hereby established a fund to be known as the Hairdressing and Cosmetology Industry Training and Development Fund.
- (2) The Fund shall be administered by the Hairdressing and Cosmetology Industry Training Board.
- (3) Into the Fund shall be paid—
 - (a) training levies in terms of clause 7 of this Scheme;
 - (b) interest and/or capital appreciation derived from the investment of any moneys of the Fund;
 - (c) any other moneys to which the Fund may become entitled.
- (4) The moneys of the Fund shall be applied to the attainment of the objects of the Scheme as set out in clause 4.

6. Establishment and functions of the Hairdressing and Cosmetology Industry Training Board

(1) The Hairdressing and Cosmetology Industry Training Board has been established by the South African Hairdressers and Cosmetologists Association and the South African Hairdressers Employees Industrial Union in accordance with a constitution approved by the Registrar.

(2) The Board shall have the power to deal with all matters falling within the scope of the objects of this Scheme, as set out in clause 4.

7. Returns and contributions to the fund

(1) From the date of coming into operation of the Scheme, every employer in the industry who is a member of the South African Hairdressers' and Cosmetologists' Association, shall—

- (a) submit to the Board at P.O. Box 11092, Aston Manor, 1630, or such other address as may be advised by the Board in writing and by registered post to the employer, by the fourteenth day of

dag van elke maand 'n opgawe verstrek waarin die getal werknemers wat op die laaste dag van die voorafgaande maand in sy diens was ten opsigte van elke afsonderlike inrigting wat deur hom besit of bedryf word in enige gebied bedoel in klousule 2, weergegee word; en

- (b) aan die Fonds 'n heffing betaal, teen R20,00 (twintig Rand) per maand ten opsigte van elke inrigting wat deur die opgawe in paragraaf (a) bedoel, gedek word, welke betaling maandeliks per gekruisde tjek moet geskied wat genoemde opgawe moet vergesel.

(2) Die koste verbonde aan die insameling van laat heffings of bydraes word verhaal op en betaal deur die betrokke werkgewer.

8. Inligting

Die Raad moet elke werkgewer in die Nywerheid voorsien van besonderhede betreffende die Skema in die vorm wat die Raad van tyd tot tyd bepaal: Met dien verstande dat sodanige besonderhede minstens die konstitusies van die Skema en die Raad, die bydraes wat gemaak moet word of heffings wat aan die Fonds betaal moet word, die finansiële aansporings wat onder die Skema voorsien word en die prosedure wat gevolg moet word vir die indiening van eise teen die Fonds, sal insluit.

9. Finansies

(1) Alle gelde wat ontvang word, moet binne sewe (7) dae na ontvangs daarvan, in 'n bepaalde bankrekening in die Fonds se naam gedeponeer word.

(2) Alle betalings uit die fonds moet per tjek teen die genoemde bankrekening getrek word en deur die Voorsitter van die Raad onderteken word en deur die Hoof Uitvoerende Beampte van die Raad mede-onderteken word, of deur sodanige ander amptenare wat skriftelik deur die Raad aangewys is.

(3) Fondse wat nie vir onmiddellike gebruik nodig is nie, moet na goeë dunks van die Raad belê word in—

(a) binnelandse geregistreerde effekte bedoel in artikel 21 van die Skatkiswet, 1975 (Wet No. 66 van 1975);

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke, of op sodanige ander wyse as wat die Registrateur mag goedkeur.

(4) Die Raad stel jaarliks 'n openbare ouditeur, wat uit die fonds vergoed word, aan om die rekenings van die Fonds vir die tydperk wat op 31 Desember eindig, te ouditeer. Afskrifte van die geouditeerde rekenings moet aan die Suid-Afrikaanse Haarkappers en Kosmetologiese Vereniging en die Suid-Afrikaanse haarkappersnywerheid Werknemersunie beskikbaar gestel word en 'n afskrif moet aan die Registrateur gestuur word. Afskrifte moet ook aan alle bydraers tot die fonds voorsien word.

each month, a return reflecting the number of employees in his service on the last day of the preceding month in respect of each separate establishment owned or operated by him in any area referred to in clause 2; and

- (b) pay to the Fund a levy of R20,00 (twenty Rand) per month in respect of each establishment covered by the return referred to in paragraph (a), which payment shall be made monthly by crossed cheque which shall accompany the said return.

(2) Costs incurred in collecting late levies or contributions shall be charged to and paid by the employer concerned.

8. Information

The Board shall furnish every employer in the Industry with details concerning the Scheme in such a form as the Board may from time to time determine: Provided that such details shall include at least the constitutions of the Scheme and the Board, the contributions to be made or the levies payable to the Fund, the financial incentives to be provided under the Scheme and the procedure to be followed for the lodging of claims against the Fund.

9. Finance

(1) All moneys received shall be deposited into a specified banking account in the name of the Fund, within seven (7) days of receipt thereof.

(2) All payments made on behalf of the Fund shall be made by cheque drawn on the said banking account and shall be signed by the Chairman of the Board and co-signed by the Chief Executive Officer of the Board, or by such other officials as are designated in writing by the Board.

(3) Funds which are not required for immediate use shall at the discretion of the board be invested in—

(a) internal registered stock within the meaning of section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975);

(b) National Savings Certificates;

(c) Post Office savings accounts or certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks,

or in such other manner as may be approved by the registrar.

(4) The Board shall annually appoint a public auditor, who shall be paid out of the Fund, to audit the accounts of the fund for the period ending 31 December. Copies of the audited accounts shall be made available to the South African hairdressers and Cosmetologists Association and the South African Hairdressers Industrial Employees Union and a copy shall be forwarded to the Registrar. Copies shall also be made available to all contributors to the Fund.

10. Ontbinding van die fonds

(1) Met die beëindiging van die skema moet die bates van die fonds aan die Raad oorgedra word, wat in ooreenstemming met sy konstitusie daarvoor moet beskik, en die Raad is verantwoordelik vir die vereffening van al die skulde van die Skema.

(2) Die Registrateur moet vroegtydig in kennis gestel word van die beëindiging van die Skema.

11. Agente

(1) Die Raad kan agente aanstel op sodanige voorwaardes en met sodanige voorbehoude as wat die Raad goeddunk om uitvoering te gee aan die doelstellings van die Skema.

(2) Die aanstelling van 'n agent kan te eniger tyd en om enige rede deur die Raad ingetrek word.

(3) Die agent sal geregtig wees om enige inrigting binne te gaan en kan die werkgever of enige werknemer ondervra met die doel om vas te stel of die bepalings van klousule 7 nagekom word al dan nie.

12. Vrywaring

Die lede van die Raad is nie aanspreeklik vir verliese uit die Fonds as gevolg van enige onbehoorlike belegging wat te goeder trou gedoen is, of as gevolg van 'n daad tydens hul *bona fide*-administrasie van die Fonds, of as gevolg van die nalatigheid of bedrog van 'n persoon in diens van die Raad, of as gevolg van 'n daad of versuim van lede, of as gevolg van 'n ander saak of ding nie, uitgesonderd individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word. Elke sodanige lid sal deur die Fonds vergoed word vir aanspreeklikheid wat hy opgeloop het om hom te verweer in 'n geding, hetsy siviël of strafregtelik, wat voortspruit uit 'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns gelewer word of waarvan hy vrygespreek word.

13. Vrystellings

Enige aansoek om vrystelling van enige bepaling van hierdie Skema, wat deur die Minister van Mannekrag verleen kan word moet by die Haarkappery en Kosmetologiese Nywerheidopleidingsraad te Posbus 11092, Aston Manor, 1630, ingedien word, wat sodanige aansoek tesame met die Raad se aanbeveling aan die Direkteur-generaal: Mannekrag moet voorlê.

No. R. 1864

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956**HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND:
WYSIGING VAN HOOFOOREENKOMS**

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van

10. Dissolution of the Scheme

(1) Upon the termination of the Scheme the assets of the Fund shall be transferred to the Board for disposal in accordance with its constitution, and the Board shall be responsible for the satisfaction of all the liabilities of the Scheme.

(2) The Registrar shall be notified of the termination of the Scheme in good time.

11. Agents

(1) The Board may appoint agents on such terms and subject to such conditions as the Board may deem fit to give effect to the objects of the Scheme.

(2) The appointment of an agent may be revoked by the Board at any time and for any reason.

(3) The agent shall be empowered to enter any establishment and may question the employer or any employee for the purpose of ascertaining whether or not the provisions of clause 7 are being observed.

12. Indemnity

The members of the Board shall not be liable for any loss to the fund arising from any improper investment made in good faith, or by any act in their *bona fide* administration of the Fund, or by the negligence or fraud of any person employed by the Board, or by reason of any act or commission by members or by reason of any other matter or thing save individual wilful or fraudulent wrong-doing on the part of such members who can be held liable. Any such member shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

13. Exemptions

Any application for exemption from any provision of this Scheme, which may be granted by the Minister of Manpower, must be submitted to the Hairdressing and Cosmetology Industry Training Board at P. O. Box 11092, Aston Manor, 1630, who shall submit such application together with any recommendation by the Board to the Director-General: Manpower.

No. R. 1864

3 July 1992

LABOUR RELATIONS ACT, 1956**HAIRDRESSING TRADE, CAPE PENINSULA:
AMENDMENT OF MAIN AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding,

die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1993 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 31 Maart 1993 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.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND

OOREENKOMS

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

S.A. Hairdressers' and Cosmetologists' Association (Western Cape Division)

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

S.A. Hairdressers' Employees' Industrial Union (Western Cape)

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Kaapse Skiereiland,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1902 van 2 September 1983, soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 300 van 15 Februarie 1985, R. 1336 van 7 Junie 1986, R. 1805 van 29 Augustus 1986, R. 2212 van 24 Oktober 1986, R. 2724 van 24 Desember 1986, R. 2330 van 18 November 1988, R. 1913 van 1 September 1989, R. 309 van 16 Februarie 1990, R. 2077 van 23 Augustus 1991 en R. 1109 van 16 April 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Bellville, in die gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings Nos. 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, in die gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. 661 van 19 April 1974 binne

with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1993, 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 31 March 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, CAPE PENINSULA

AGREEMENT

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

S.A. Hairdressers' and Cosmetologists' Association (Western Cape Division)

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

S.A. Hairdressers' Employees' Industrial Union (Western Cape)

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

being the parties to the Industrial Council for the Hairdressing Trade, Cape Peninsula,

to amend the Agreement published under Government Notice No. R. 1902 of 2 September 1983, as renewed and amended by Government Notices No. R. 300 of 15 February 1985, R. 1336 of 7 June 1986, R. 1805 of 29 August 1986, R. 2212 of 24 October 1986, R. 2724 of 24 December 1986, R. 2330 of 18 November 1988, R. 1913 of 1 September 1989, R. 309 of 16 February 1990, R. 2077 of 23 August 1991 and R. 1109 of 16 April 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Hairdressing Trade—

(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 the Cape, Wynberg, Simon's Town, Goodwood and Bellville, in those portions of the Magisterial District of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April

die landdrostdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrostdistrik Bellville geval het, in die gedeelte van die landdrostdistrik Kuilsrivier, wat voor die publikasie van Goewermenskenningsgewing No. 1683 van 7 Augustus 1987 binne die landdrostdistrik Bellville geval het en in die gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermenskenningsgewing No. 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing—

(a) op werknemers vir wie daar in klousule 4 van die Ooreenkoms gepubliseer by Goewermenskenningsgewing No. R. 1902 van 2 September 1983, soos van tyd tot tyd gewysig, lone voorgeskryf word; en

(b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak van vakleerlingskap daarkragtens aangegaan of voorwaardes daarkragtens gestel.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Vervang die omskrywing van "los werknemer" deur die volgende:

" 'los werknemer' 'n werknemer wat hoogstens twee dae tot 'n maksimum van 16 uur in 'n enkele week vir dieselfde werkgewerk';"

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

" 'ondervinding'—

(a) met betrekking tot 'n haarkapper, die totale tydperk of tydperke wat 'n werknemer in die Haarkappersbedryf in diens was;

(b) met betrekking tot 'n ontvangsklerk en/of telefonis, die totale tydperk of tydperke wat 'n werknemer skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig het, en/of as ontvangsklerk en/of kassier en/of telefonis en/of verkoopassistent in diens was;

(c) met betrekking tot 'n operateur, die totale tydperk wat 'n werknemer die pligte van 'n operateur in die Haarkappersbedryf verrig het; of enige tydperk diens as 'n algemene assistent of sjampoeis;

(d) met betrekking tot 'n manikuris en/of skoonheidskundige, ondervinding in 'n bedryfsinrigting of opleidingsentrum wat deur die Raad erken word;"

(3) Skrap die omskrywing "algemene assistent".

(4) Voeg die volgende nuwe omskrywing in tussen die omskrywings van "minderjarige" en "deeltids":

" 'operateur' 'n werknemer wat enigeen of meer van die volgende werksaamhede verrig:

(a) Dra-, oplaag- of verskuifwerk;

(b) persele of gerei, houers, meubels of ander artikels skoonmaak, vee of was;

(c) briewe, boodskappe of goedere te voet of met 'n hand- of voetaangedrewe voertuig aflewer;

(d) tee of dergelyke drank maak;

(e) handdoeke of oorpakke of ander beskermende klere was of stryk;

(f) sjampoeering; sluiers; spelde, rollers, knippies en enige ander sethulpmiddels verwyder; klante voorberei vir bleikstreepe of bobleiking; spoelmiddels of kleursjampoos aanwend; klante onder droërs plaas en klante onder droërs uitneem;"

1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg.

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

(a) in respect of employees for whom wages are prescribed in clause 4 of the Agreement published under Government Notice R. 1902 of 2 September 1983, as amended from time to time; and

(b) to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract of apprenticeship entered into or conditions fixed thereunder.

2. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "casual employee":

" 'casual employee' means an employee who is employed by the same employer for not more than two days up to a maximum of 16 hours in any one week;"

(2) Substitute the following for the definition of "experience":

" 'experience means'—

(a) in relation to a hairdresser, the total period or periods of service an employee has had in the Hairdressing Trade;

(b) in relation to a receptionist and/or telephonist, the total period or periods of employment which an employee has had in the following occupations, viz. writing and/or typing and/or any other form of clerical work, and/or as a receptionist and/or cashier and/or telephonist and/or sales assistant;

(c) in relation to an operator, the total period of employment during which an employee has performed the duties of an operator in the Hairdressing Trade; or any period of employment as a general assistant or shampooist;

(d) in relation to a manicurist and/or beauty culturist, experience in an establishment or training centre recognised by the Council;"

(3) Delete the definition "general assistant".

(4) Insert the following new definition between the definitions of "minor" and "part-time employee":

" 'operator' means an employee who is engaged in any one or more of the following activities:

(a) Carrying, lifting or moving;

(b) cleaning, sweeping or washing premises or utensils, receptacles, furniture, or other articles;

(c) delivering letters, messages or goods on foot or by means of any vehicle propelled by hand or foot;

(d) making tea or similar beverages;

(e) washing or ironing towels or overalls or other protective clothing;

(f) shampooing; removing veils, pins, rollers, clips and any other setting aids; preparing clients for highlights or frosting; applying rinsens or colour shampoos; placing clients under driers and taking clients out from under driers;"

(5) Skrap die omskrywings "haarpapper", "haarkapper, gekwalifiseer," en "haarkapper, gekwalifiseer, verbeter,".

(6) Voeg die volgende omskrywings intussen die omskrywings van "manshaarkapper" en "Haarkappersbedryf":

"'haarpakker-bevoegdheidstoets,' 'n haarkapper wat in die bevoegdheidstoets soos bepaal by klousule 11 geslaag het;

"haarkapper-verloop van tyd/lang diens in die bedryf,' 'n werknemer—

(a) uitgesonderd 'n minderjarige in klousule 4 (1) (d) bedoel of 'n vakleerling, wat een of meer van die werksaamhede bedoel in die omskrywing van 'toilet dienste' verrig;

(b) wat die Raad deur middel van 'n eksamen of andersins kan oortuig van haar/sy bekwaamheid in dameshaarkapperij—in hare sny, marcelkarteling, setting, bleiking, blaaskarteling, kleuring, alle metodes van permanente karteling en skoonheidskunde; en in manshaarkapperij—in hare sny, skeer, sjampoenering (droog en olie), skeersnywerk en blaaskarteling; of

(c) wat 'n kontrak van vakleerlingskap kragtens die Wet op Mannekragopleiding, 1981, uitgedien het, die bepaling van welke kontrak verstryk het, maar wat nie in die ambagstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het nie;

'haarkapper, gekwalifiseerd,' 'n werknemer wat in die ambagstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het en aan wie 'n sertifikaat te dien effekte uitgereik is;

'haarkapper, gekwalifiseerd, verbeterd,' 'n werknemer wat in die ambagstoets kragtens die Wet op Mannekragopleiding, 1981, geslaag het en aan wie 'n sertifikaat te dien effekte uitgereik is en wat na kwalifisering een jaar praktiese ondervinding in 'n salon het;

'haarkapper—Meestersertifikaat,' 'n werknemer wat die Meestersertifikaat uitgereik deur die S.A. Hairdressers' and Cosmetologists' Association verwerf het;"

(7) Skrap die omskrywing sjampoëis.

3. KLOUSULE 4: LONE

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

"(1) Behoudens subklousule (2) mag geen werkgever laer lone betaal en mag geen werknemer laer lone aanneem nie as die volgende:

	Kolom A	Van die datum van inwerking-treding van hierdie ooreenkoms
	Per maand	Per maand
	R	R
(a) Haarkapper—verloop van tyd/lang diens in die Bedryf.....	540,50	621,58
(b) Haarkapper — bevoegdheidstoets	600,00	690,00
(c) Haarkapper, gekwalifiseerd.....	690,00	793,50
(d) Haarkapper, gekwalifiseerd, verbeterd.....	977,50	1 124,13
(e) Haarkapper—Meestersertifikaat	1 265,00	1 454,75
(f) Operateur.....	540,00	621,00
(g) Manikuris en/of skoonheidskundige	575,00	661,25
(h) Ontvangsklerk en/of telefonis		
Eerste jaar	575,00	661,25
Daarna.....	747,50	859,63

(5) Delete the definitions "hairdresser", "hairdresser qualified," and "hairdresser, qualified, improved,".

(6) Insert the following definitions between the definitions of "gentlemen's trade" and "Hairdressing Trade":

"'hairdresser-competency test,' means a hairdresser who has passed the competency test as provided for in clause 11;

"hairdresser—effluxion of time/long service in the Trade," means an employee—

(a) other than a minor referred to in clause 4 (1) (d) or an apprentice, who performs one or more of the activities referred to in the definition of 'toilet services';

(b) who can satisfy the Council by examination or otherwise of competency in the ladies' trade—in cutting, marcel waving, setting, bleaching, blow-waving, dyeing, all methods of permanent waving and beauty culture; and in the gentlemen's trade—in cutting, shaving, shampooing (dry and oil), razor cutting and blow-waving; or

(c) who has served a contract of apprenticeship in terms of the Manpower Training Act, 1981, the terms of which contract has expired, but who has not passed the trade test in terms of the Manpower Training Act, 1981;

'hairdresser, qualified,' means an employee who has passed the trade test in terms of the Manpower Training Act, 1981, and has been issued with a certificate to this effect;

'hairdresser, qualified, improved,' means an employee who has passed the trade test in terms of the Manpower Training Act, 1981, and has been issued with a certificate to this effect and has had one year's practical experience in a salon after having qualified;

'hairdresser—Master's Certificate,' means an employee who has obtained the Master's Certificate issued by the S.A. Hairdressers' and Cosmetologists' Association;"

(7) Delete the definition "shampooist".

3. CLAUSE 4: WAGES

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

"(1) Subject to the provisions of subclause (2), no employer shall pay and no employee shall accept wages at rates lower than the following:

	Column A	From the date of coming into operation of this agreement
	Per month	Per month
	R	R
(a) Hairdresser—effluxion of time/long service in the trade	540,50	621,58
(b) Hairdresser—competency test...	600,00	690,00
(c) Hairdresser, qualified	690,00	793,50
(d) Hairdresser, qualified, improved.	977,50	1 124,13
(e) Hairdresser—Master's Certificate	1 265,00	1 454,75
(f) Operator	540,00	621,00
(g) Manicurist and/or beauty culturist	575,00	661,25
(h) Receptionist and/or telephonist		
First year.....	575,00	661,25
Thereafter.....	747,50	859,63

	Kolom A	Van die datum van inwerkingtreding van hierdie ooreenkoms
	Per maand	Per maand
	R Per dag	R Per dag
(i) Los haarkapper	80,00	92,00
(j) Los:		
Operateur	40,00	46,00
Manikuris en/of skoonheids- kundige	40,00	46,00
Ontvangsklerk	40,00	46,00

(k) 'n Werknemer wat op 'n aaneenlopende basis vir 'n korter tyd werk as die getal ure in die Ooreenkoms voorgeskryf, moet 75 persent van die basiese loon betaal word wat vir daardie bepaalde klas werknemer voorgeskryf is: Met dien verstande dat die salon minstens 45 uur per week oop bly: Met dien verstande voorts dat 'n los werknemer slegs ooreenkomstig die omskrywing van los werknemer in die Haarkappersbedryf in diens geneem mag word.

(l) 'n Werknemer wie se loon nie op of na 1 April 1991 verhoog word tot die loontarief soos aangedui in Kolom A voorgeskrywe vlak nie, moet binne 16 weke na die datum van inwerkingtreding van hierdie Ooreenkoms besoldig word met 'n bedrag wat gelyk is aan die verskil tussen die loon wat betaal is en die voorgeskrywe loon as dit op 1 April 1991 gepubliseer was, ten opsigte van die tydperk wat tussen die inwerkingtreding van hierdie Ooreenkoms en 1 April 1991 verkoop het."

(2) Vervang subklousule (8) (a) deur die volgende:

"(8) (a) Operateurs mag net in die volgende verhouding in diens geneem word:

Een operateur waar een haarkapper, gekwalifiseerd, in diens is; een operateur waar twee haarkappers, gekwalifiseerd, in diens is; twee operateurs waar drie haarkappers, gekwalifiseerd, in diens is; en daarna een addisionele operateur vir elke addisionele twee haarkappers, gekwalifiseerd, bo en behalwe drie."

4. KLOUSULE 5: BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

Skrap subklousule (2) (f).

5. KLOUSULE 6: WERKURE

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

"(4) Oortyd:

(a) Alle tyd gewerk wat 45 uur per week te bowe gaan, word geag oortyd te wees: Met dien verstande dat indien 'n werknemer se gewone werkure minder is as 45 uur per week, enige tyd bo en behalwe sodanige normale gewone ure gewerk, geag word oortyd te wees: Met dien verstande voorts dat indien van 'n werknemer vereis word om 15 minute per dag bo en behalwe sy/haar normale gewone ure te werk ter afhandeling van die bediening van 'n klant, daardie tyd nie geag word oortyd te wees nie.

(b) *Beperking van oortyd:* 'n Werkgewer mag nie van 'n werknemer vereis of hom/haar toelaat om meer as 10 uur per week oortyd te werk nie.

(c) *Betaling van oortyd:* 'n Werkgewer moet aan elkeen van sy werknemers, ten opsigte van elke uur of gedeelte van 'n uur oortyd, minstens dubbeld die uurloon betaal wat sodanige werknemer ontvang. Die uurloon word bereken deur die werknemers se normale basiese weekloon deur 45 uur te deel: Met dien verstande dat indien 'n werknemer normaalweg minder as 45 uur per week werk, die weekloon gedeel word deur sodanige minder aantal ure om die uurloon te bepaal."

	Column A	From the date of coming into operation of this agreement
	Per month	Per month
	R Per day	R Per day
(i) Casual hairdresser	80,00	92,00
(j) Casual:		
Operator	40,00	46,00
Manicurist and/or beauty culturist	40,00	46,00
Receptionist	40,00	46,00

(k) Any employee working on a continuous basis for a lesser time than the hours laid down in the Agreement shall be paid 75 per cent of the basic wage as laid down for that particular class of employee: Provided that the salon remains open for not less than 45 hours per week: Provided further that a casual employee shall only be permitted to be employed in the Hair-dressing Trade in terms of the definition of 'casual employee'.

(l) Any employee whose wages are not increased to the wage rate as indicated in column A on or after 1 April 1991 shall be remunerated within 16 weeks after the date of coming into operation of this Agreement, by an amount which equals the difference between the wage paid and the prescribed wage if it had been published on 1 April 1991 in respect of the period of time which has elapsed between the coming into operation of this Agreement and 1 April 1991."

(2) Substitute the following for subclause (8) (a):

"(8) (a) Operators may only be employed in the following ratio:

One operator where one hairdresser, qualified, is employed; one operator where two hairdressers, qualified, are employed; two operators where three hairdressers, qualified, are employed; and thereafter one additional operator for every additional two hairdressers, qualified, over and above three."

4. CLAUSE 5: PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

Delete subclause (2) (f).

5. CLAUSE 6: HOURS OF WORK

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

"(4) *Overtime:*

(a) All time worked in excess of 45 hours per week shall be deemed to be overtime: Provided that if an employee's ordinary hours of work are less than 45 hours per week, any time worked over and above such normal ordinary hours shall be deemed to be overtime: Provided further that, should an employee be required to work 15 minutes per day over and above his/her normal ordinary hours in order to finalise the attendance of a customer, such time shall not be deemed to be overtime.

(b) *Limitation of overtime:* An employer shall not require or permit an employee to work for more than 10 hours per week overtime.

(c) *Payment of overtime:* An employer shall pay to each of his employees in respect of each hour or part of an hour overtime not less than double the hourly rate of pay which such employee receives. The hourly rate shall be calculated by dividing the employee's normal basic weekly rate by 45 hours: Provided that should an employee normally work for less than 45 hours per week the weekly wage shall be divided by such lesser number of hours to obtain the hourly rate of pay."

(2) Voeg die volgende nuwe subklousule (7) in:

“(7) *Sondagwerk*: Geen werk mag op 'n Sondag sonder die vooraf verkreeë toestemming van die Raad in die Bedryf verrig word nie. Indien 'n vrystelling toegestaan word om 'n salon op 'n Sondag te bedryf, maak die werkure op daardie Sondag deel uit van die werknemer se gewone ure. Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever hom teen minstens dubbeld die uurlikse loontarief betaal wat aan hom betaalbaar is ten opsigte van die tyd wat hy normaalweg op 'n weekdag werk.”.

(3) Voeg die volgende nuwe subklousule (8) in:

“(8) *Openbare vakansiedae*: Geen werk mag op 'n openbare vakansiedag of die 2de Januarie of Paassaterdag sonder die voorafverkreeë toestemming van die Raad verrig word nie. Indien 'n vrystelling toegestaan word om 'n salon op 'n openbare vakansiedag of die 2de Januarie of Paassaterdag te bedryf, moet enige werk deur 'n werknemer op sodanige dag verrig vergoed word teen dubbeld die werknemer se gewone loontarief. Sodanige loon word bereken deur die werknemer se basiese loon te deel deur die aantal ure wat hy normaalweg gedurende die week werk.”.

6. KLOUSULE 7: JAARLIKSE VERLOF EN BESOLDIGING VIR JAARLIKSE VERLOF

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

“(b) 'n Werknemer wat vyf jaar of langer in dieselfde salon gewerk het, ongeag enige verandering in die eienaarskap daarvan, is geregtig op 'n addisionele ses dae verlof in 'n bedryfsinrigting wat ses dae per week werk en 'n addisionele vyf dae verlof in 'n bedryfsinrigting wat vyf dae per week werk.”.

7. KLOUSULE 11: BEVOEGDHEIDSERTIFIKAAT

In subklousule (2), vervang die uitdrukking “R50,00” deur die uitdrukking “R100,00”.

8. KLOUSULE 16: UITGAWES VAN DIE RAAD, LEDEGELD AAN DIE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (WESTERN CAPE BRANCH) EN DIE S.A. HAIRDRESSERS' AND COSMETOLOGISTS' ASSOCIATION (WESTERN CAPE DIVISION)

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

“(a) 58 sent per week van die verdienste van elke operateur.”.

(2) Skrap subklousule (1) (c).

9. KLOUSULE 25: SIEKTEBYSTANDSFONDS

(1) Skrap subklousule (4) (b).

(2) In subklousule (4), hernoem paragrafe (c), (d) en (e) tot (b), (c) en (d).

10. Skrap klousule 26.

11. Skrap Bylae B van die Ooreenkoms.

12. Hernoem klousule 27 tot klousule 26.

13. KLOUSULE 26: SIEKEFONDS

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

“(2) Die Fonds moet gebruik word om siektebystand aan werknemers en werkende werkgevers op wie hierdie Ooreenkoms van toepassing is, te verleen gedurende tydperke van afwesigheid van die werk weens siekte, uitgesonderd siekte wat voortspuit uit of gepaard gaan met swangerskap behalwe soos by subklousule (4) (ii) en (iv) voorgeskrif.”.

(2) Insert the following new subclause (7):

“(7) *Sunday work*: No work shall be performed in the Trade on a Sunday without prior permission of the Council. Should an exemption be granted to enable a salon to trade on a Sunday, the hours of work on such Sunday shall form part of the employee's ordinary hours. Whenever an employee works on a Sunday his employer shall pay him at not less than double the hourly rate payable to him in respect of the period ordinarily worked by him on a weekday.”.

(3) Insert the following new subclause (8):

“(8) *Public holidays*: No work shall be performed on a public holiday or the 2nd January or Easter Saturday without prior permission of the Council. Should an exemption be granted to enable a salon to trade on a public holiday or the 2nd January or Easter Saturday any work performed by any employee on such day shall be paid at double the employee's ordinary rate of pay. Such rate of pay shall be calculated by dividing the employee's basic rate of pay by the number of hours ordinarily worked by him during the week.”.

6. CLAUSE 7: ANNUAL LEAVE AND PAYMENT FOR ANNUAL LEAVE

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

“(b) An employee who has worked in the same salon for five years or more irrespective of any change of ownership thereof shall be entitled to an extra six days' leave in an establishment which works a six-day week and an extra five days' leave in an establishment which works a five-day week.”.

7. CLAUSE 11: CERTIFICATE OF COMPETENCY

In subclause (2), substitute the expression “R100” for the expression “R50,00”.

8. CLAUSE 16: EXPENSES OF THE COUNCIL, SUBSCRIPTIONS TO THE S.A. HAIRDRESSERS' EMPLOYEES' INDUSTRIAL UNION (WESTERN CAPE BRANCH) AND THE S.A. HAIRDRESSERS' AND COSMETOLOGISTS' ASSOCIATION (WESTERN CAPE DIVISION)

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

“(a) 58 cents per week from the earnings of every operator.”.

(2) Delete subclause (1) (c).

9. CLAUSE 25: SICK BENEFIT FUND

(1) Delete subclause (4) (b).

(2) In subclause (4), renumber paragraphs (c) to (e) as (b) to (d).

10. Delete clause 26.

11. Delete Annexure B of the Agreement.

12. Renumber clause 27 as clause 26.

13. CLAUSE 26: SICK PAY FUND

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

“(2) The Fund shall be used for the purpose of providing sick pay benefits to employees and working employers to whom this Agreement is applicable during periods of absence from work through sickness, other than arising out of or incidental to pregnancy except as provided for in subclause (4) (ii) and (iv).”.

(2) Voeg die volgende nuwe subklousule (4) (iv) in:

"(iv) 'n lid geregtig is op kraamvoordele van hoogstens R300: Met dien verstande voorts dat die werknemer voor die aanvang van die kraamverlof een jaar lank in die Bedryf was, binne ses maande na die Bedryf terugkeer en daarna vir 'n minimum tydperk van ses maande in die Bedryf aanbly."

Namens die partye op hede die 9de dag van Desember 1991 te Kaapstad onderteken.

Mev. P. LAMPRECHT,

Voorsitter.

D. VAN DER WESTHUIZEN,

Ondervoorsitter.

K. BARNES,

Sekretaris.

No. R. 1865

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNIS-
GEWING

MEUBEL- EN BEDDEGOEDNYWERHEID: TRANS-
VAAL BYSTANDSFONDSE-OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermensken-
nisingewing R. 3043 van 4 Januarie 1991 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

No. R. 1866

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBEL- EN BEDDEGOEDNYWERHEID: TRANS-
VAAL NUWE BYSTANDSFONDSE-OOREENKOMS

Ek, Glen Morris Edwin Carelse, Adjunkminister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 5 van Hoofstuk I, klousules 4 (5) en 6 (c) van Hoofstuk II, Hoofstuk III en Hoofstuk IV met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing

(2) Insert the following new subclause (4) (iv):

"(iv) a member shall be entitled to confinement benefits to a maximum of R300: Provided that the employee has been in the Trade for one year prior to commencement of maternity leave, returns to the Trade within six months and subsequently remains in the trade for a minimum period of six months."

Signed at Cape Town on behalf of the parties this 9th day of December 1991.

Mrs P. LAMPRECHT,

Chairman.

D. VAN DER WESTHUIZEN,

Vice-chairman.

K. BARNES,

Secretary.

No. R. 1865

3 July 1992

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

FURNITURE AND BEDDING MANUFACTURING
INDUSTRY: TRANSVAAL BENEFIT FUNDS
AGREEMENT

I, Glen Morris Edwin Carelse, Deputy Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 3043 of 4 January 1991 with effect from the second Monday after the date of publication of this notice.

G. M. E. CARELSE,

Deputy Minister of Manpower.

No. R. 1866

3 July 1992

LABOUR RELATIONS ACT, 1956

FURNITURE AND BEDDING MANUFACTURING IN-
DUSTRY: TRANSVAAL NEW BENEFIT FUNDS
AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1994 upon the employers' organisation and the trade union which entered into the said 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 said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 5 of Chapter I, clauses 4 (5) and 6 (c) of Chapter II, Chapter III and Chapter IV, shall be binding, with effect from the second Monday after the date of publication of

en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

G. M. E. CARELSE,

Adjunkminister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE MEUBEL- EN BEDDE- GOEDNYWERHEID, TRANSVAAL

BYSTANDSFONDSE-OOREENKOMS

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

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal.

HOOFSTUK 1

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubel- en Beddegoednywerheid, Transvaal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Meubel- en Beddegoednywerheid betrokke of daarin werksaam is;

(b) in die provinsie Transvaal en in die landdrostdistrik Vryburg soos dit op 24 Junie 1960 saamgestel was.

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

(a) slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers soos in die Hofooreenkoms omskryf;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of die Wysigingswet op Mannekragopleiding, 1990, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel 48 van die Wet deur die Minister bepaal word, en bly van krag vir die tydperk wat op 31 Mei 1994 eindig, of vir sodanige tydperk as wat hy vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

this notice and for the period ending 31 May 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

G. M. E. CARELSE,

Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE AND BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

BENEFIT FUNDS AGREEMENT

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

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal.

CHAPTER 1

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Furniture and Bedding Manufacturing Industry, Transvaal—

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

(b) in the Province of the Transvaal and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

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

(a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or any contracts entered into or any conditions fixed thereunder.

2. PERIOD OF OPERATION

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 for the period ending 31 May 1994 or for such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meanings as in that Act, any reference to an Act shall include any amendments of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"vakleerling" 'n werknemer wat gebind is deur 'n skriftelike leerlingkontrak, geregistreer kragtens die Wet op Mannekragopleiding, 1981, of die Wysigingswet op Mannekragopleiding, 1990;

"ouditeur" 'n openbare rekenmeester soos in die Wet omskryf;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgever in diens is om grondstowwe van watter aard ook al op te laai en/of af te laai en/of op te berg;

"Komitee" of "Bestuurskomitee", vir doeleindes van die administrasie van die Fonds, die Komitee deur die Raad aangestel ingevolge klousule 2 (1) (a) van Hoofstuk II en vir doeleindes van die administrasie van die Skema, die Komitee deur die Raad aangestel ingevolge klousule 8 (1) van Hoofstuk IV;

"bydraes" die geld wat ingevolge klousule 4 (1) van Hoofstuk II aan die Fonds betaalbaar is;

"Raad" die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal;

"afhanklike", met betrekking tot 'n lid vir die doeleindes van—

(a) Hoofstuk II:

(i) Sy vrou;

(ii) sy weduwee;

(iii) sy minderjarige kind of minderjarige stiefkind; of

(iv) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lewer dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van die oorlede lid is ingevolge hierdie paragraaf finaal is;

(v) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (a) (i) of (ii) of (iii) genoem, die benoeming van 'n begunstigde as ongeldig beskou moet word;

(b) Hoofstuk III: Persone deur die Genootskap as afhanklikes toegelaat ingevolge klousule 5;

(c) Hoofstuk IV: Persone omskryf as afhanklikes ingevolge klousule 2;

"Fonds" die Voorsorgfonds vir die Meubel- en Beddegoednywerheid, Transvaal, waarvoor in Hoofstuk II voorsiening gemaak word;

"Fondsweek" die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag;

"Meubel- en Beddegoednywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of gedeeltelik, van alle tipes meubels en beddegoed, ongeag die materiaal wat gebruik word, en omvat dit onder meer die volgende:

(a) Herstelwerk, stoffering, herstoffering, beitsing, bespuiting of polering en/of herpolering; die maak van los oortreksels en/of kussings en/of gordyne; en/of die maak en/of herstel van raamveermatrasses en/of rame vir stoffeerwerk; houtmasjinerie, finering, houtdraaiwerk en houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klaviere; en/of die vervaardiging en/of beitsing, bespuiting en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroëe of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette; met inbegrip van die werksaamhede

"apprentice" means an employee who is bound by a written contract of apprenticeship, registered under the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990;

"auditor" means a public accountant as defined in the Act;

"casual employee" means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off-loading and/or storing raw materials of any kind;

"Committee" or "Management Committee", means for the purposes of the administration of the Fund, the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II and for the purposes of the administration of the Scheme, the Committee appointed by the Council in terms of clause 8 (1) of Chapter IV;

"contributions" means the moneys payable to the Fund in terms of clause 4 (1) of Chapter II;

"Council" means the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal;

"dependant" means in relation to a member for the purpose of—

(a) Chapter II:

(i) His wife;

(ii) his widow;

(iii) his minor child or minor stepchild; or

(iv) any other person who is wholly dependent upon such member and who satisfies the Committee that he is so dependent: Provide that the Committee's decision as to who are the dependants of the deceased member, in terms of this paragraph, shall be final;

(v) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (a) (i), (ii) or (iii) be established, the nomination of the beneficiary shall be deemed invalid;

(b) Chapter III: Persons admitted by the Society as dependants in accordance with the provisions of clause 5; and

(c) Chapter IV: Persons defined as dependants in terms of clause 2;

"Fund" means the Provident Fund for the Furniture and Bedding Manufacturing Industry, Transvaal, provided for in Chapter II;

"Fund week" means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

"Furniture and Bedding Manufacturing Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture either in whole or in part of all types of furniture and bedding, irrespective of the materials used, and includes, *inter alia*, the following:

(a) Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing; the making of loose covers and/or cushions and/or curtains; and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering; wood machining, veneering, wood-turning and carving in connection with the manufacturing and/or repairing of furniture; the polishing and/or repolishing of pianos; and/or the manufacturing and/or staining, spraying and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets; including the activ-

wat verrig word in persele waar houtmasjinerie, houtdraaiwerk en/of houtsnijwerk in verband met die produksie van meubels gedoen word; en met inbegrip van die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die produksie van meubels of enige werksaamheid wat geassosieer word met die finale voorbereiding van 'n meubelstuk wat te koop is, of in die geheel of gedeeltelik, uitgevoer word, en die finering van gelammelde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word; maar uitgesonderd die vervaardiging van ateljeebanke soos hieronder omskryf, en kussings vir sodanige ateljeebanke, die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels asook die vervaardiging van metaalkatels;

(b) die gedeelte van die Meubelnywerheid wat te doen het met die vervaardiging van televisiekabinette, maar uitgesonderd die vervaardiging van televisiekabinette wat hoofsaaklik van metaal en/of plastiek gemaak word en/of televisiekabinette wat deur vervaardigers van televisiestelle gemaak word as omhulsel vir televisiestelle deur hulle vervaardig in die landroosdistrikte Alberton en Johannesburg;

(c) die vervaardiging van beddegoed, wat enigeen of meer van die volgende werksaamhede omvat:

(i) Die vervaardiging van matrasse, veermatrasse, bomatrasse, bolsters, kopkussings, kussings vir ateljeebanke en veereenhede;

(ii) die vervaardiging van ateljeebanke;

(iii) alle werksaamhede en prosesse wat met die vervaardiging van die artikels vermeld in (i) of (ii) gepaard gaan indien verrig deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens is, maar uitgesonderd die werksaamhede en prosesse by die vervaardiging en/of montering van metaaldele van sodanige artikels;

"ateljeebank", vir die doeleindes van (a) en (c), beteken 'n meubelstuk wat ontwerp is as sitplek en vir omstelling in 'n dubbelbed of twee of meer beddens en waarvan die raam hoofsaaklik van metaal gebou en die sitplek en/of slaappoppervlakke uit matrasse en/of kussings bestaan".

"leerling" 'n werknemer wat gemagtig is of geag word gemagtig te wees as 'n leerling ingevolge enige ooreenkoms, gepubliseer ingevolge die Wet, wat van tyd tot tyd op die Nywerheid van toepassing is of was;

"Hofooreenkoms" enige geldende ooreenkoms vir die Meubel- en Beddegoednywerheid, Transvaal, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word, of by gebrek aan so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"Mediese Komitee" die Mediese Komitee deur die Raad aangestel ingevolge klousule 12 van Hoofstuk III;

"lid" 'n werknemer wat toegelaat is as lid van die Fonds en/of Genootskap en/of die Skema ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III, en klousule 4 van Hoofstuk IV, en die woorde "lid" en "lidmaatskap" het 'n ooreenstemmende betekenis;

"hoë ouderdom" die leeftyd van 60 jaar of ouer;

"gewone loon" die loon gebaseer op 'n werknemer se verdienste en betaalbaar as hy 44 uur, uitgesonderd oortyd, gedurende 'n bepaalde week gewerk het;

"betaaldag" Vrydag elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag voor Vrydag is;

ities carried on in any premises where wood machining, wood-turning and/or carving in connection with the production of furniture is carried on; and including the repairing; re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the manufacturing of furniture; but excluding the manufacturing of studio couches as defined hereinafter, and cushions for such studio couches, the manufacturing of articles made principally of wicker, grass and/or cane, and the manufacturing of metal furniture, including the manufacturing of metal bedsteads;

(b) that portion of the Furniture Manufacturing Industry concerned with the manufacturing of television cabinets, but excluding the manufacturing of television cabinets made principally of metal and/or plastic and/or television cabinets made by manufacturers of television sets for the housing of television sets manufactured by them in the Magisterial Districts of Alberton and Johannesburg;

(c) the manufacturing of bedding, which includes any one or more of the following operations:

(i) The manufacturing of mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;

(ii) the manufacturing of studio couches;

(iii) all operations and processes incidental to the manufacturing of the articles mentioned in subparagraph (i) or (ii) if carried out by an employee employed in the manufacturing of such articles, but excluding the operations and processes in the manufacturing and/or assembly of metal parts of such articles;

"studio couch", for the purposes of (a) and (c), means an article of furniture which is designed for seating and for conversion into a double bed or two or more beds and of which the frame is constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions;

"learner" means an employee who has been authorised or is deemed to have been authorised a learner in terms of any agreement published in terms of the Act which is or was binding on the industry from time to time;

"Main Agreement" means any current agreement for the Furniture and Bedding Manufacturing Industry, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"Medical Committee" means the Medical Committee appointed by the Council in accordance with the provisions of clause 12 of Chapter III;

"member" means an employee who has been admitted as a member of the Fund and/or Society and/or the Scheme in terms of clause 3 of Chapter II, clause 3 of Chapter III, and clause 4 of Chapter IV, and the words "member" and "membership" shall have a corresponding meaning;

"old age" means the age of 60 years or over;

"ordinary wage" means the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, during any one week;

"pay-day" means Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday;

"regulasies" die regulasies van die Genootskap van tyd tot tyd deur die Mediese Komitee gemaak ingevolge klousule 9 van hierdie Hoofstuk en Hoofstuk III;

"afrede" permanente afrede uit die Nywerheid weens ongeskiktheid, swak gesondheid of hoë ouderdom, en het "afree" 'n ooreenstemmende betekenis;

"reëls" die reëls van die Fonds en Skema deur die Raad gemaak ingevolge onderskeidelik klousule 2 (1) (b) van Hoofstuk II en klousule 9 (3) van Hoofstuk IV;

"Skema" die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers waarvoor in Hoofstuk IV voorsiening gemaak word;

"Sekretaris" die sekretaris aangestel ingevolge klousule 4 van hierdie Hoofstuk;

"siekte" liggaamlike ongesteldheid, ongeskiktheid of ongesteldheid weens 'n kwaal, siekte, aandoening of besering waarvoor lede en afhanklikes geregtig is op bystand uit hoofde van klousule 2 en ingevolge klousule 8, soos by klousule 10 van Hoofstuk III beperk, of waarvoor lede geregtig is op siektebesoldiging, ingevolge klousule 9 van Hoofstuk III voorsiening gemaak word;

"siektebesoldiging" die siektebesoldiging betaalbaar ingevolge klousule 9 van Hoofstuk III;

"Genootskap" die Siektebystandgenootskap vir Transvaalse Meubel- en Beddegoedwerkers waarvoor in Hoofstuk III voorsiening gemaak word;

"Iedegeld" die geld oorgedra ingevolge klousule 4 (5) van Hoofstuk II ooreenkomstig klousule 7 (1) van Hoofstuk III aan die Genootskap en klousule 5 (1) van Hoofstuk IV aan die Skema.

4. ADMINISTRASIE

Die Raad moet 'n ouditeur, 'n sekretaris en personeel aanstel op sodanige grondslag en voorwaardes as wat hy geskik ag en hy kan sodanige aanstellings verander, reëlins tref en voorsiening maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Fonds, die Genootskap en die Skema.

5. AGENTE

Enige agent wat deur die Raad aangestel word, moet help om die bepalings van hierdie Ooreenkoms uit te voer. Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting binne te gaan en om sodanige navrae te doen en om sodanige dokumente, boeke, loonstate, loonkoeverte en loonkaartjies te ondersoek en om sodanige individue te ondervra as wat nodig is met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en ingeval geen agente deur die Raad aangestel word nie, kan hy die Bestuurskomitee of die Mediese Komitee magtig om een of meer agente aan te stel, beklee met soortgelyke bevoegdhede en belas met soortgelyke pligte as die agente wat hierbo gemeld word, vir solank bydraes deur lede en werkgewers aan die Fonds, die Genootskap of die Skema verskuldig is.

6. VRYSTELLINGS

(1) Die Bestuurskomitee of die Mediese Komitee kan vrystelling verleen van enige van of al die bepalings van hierdie Ooreenkoms ten opsigte van 'n werkgewer en een of meer van sy werknemers.

(2) Die Bestuurskomitee of die Mediese Komitee moet, ten opsigte van enige werkgewer of persoon aan wie vrystelling ingevolge subklousule (1) hierbo verleen is, die voorwaardes, as daar is, vasstel waaronder sodanige vrystelling verleen word en die tydperk waartydens sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee of die Mediese Komitee, indien hy dit gerade ag, nadat hy drie maande skriftelik kennis aan die betrokke werkgewer of werknemer gegee het, enige vrystellingssertifikaat kan intrek of wysig.

"regulations" means the regulations of the Society made by the Medical Committee from time to time in accordance with the provisions of clause 9 of this Chapter and the provisions of Chapter III;

"retirement" means permanent retirement from the Industry through incapacity, ill-health or old age, and "retire" has a corresponding meaning;

"rules" means the rules of the Fund and the Scheme made by the Council in terms of clause 2 (1) (b) of Chapter II, and clause 9 (3) of Chapter IV, respectively;

"Scheme" means the Transvaal Furniture and Bedding Workers' Death and Disability Scheme provided for in Chapter IV;

"secretary" means the secretary appointed in terms of clause 4 of this Chapter;

"sickness" means physical disorder, incapacity or indisposition through ailment, disease, illness or injury for which members and dependants are entitled to benefits by virtue of clause 2 and in terms of clause 8 as limited by clause 10 of Chapter III, or for which members are entitled to sick pay in terms of clause 9 of Chapter III;

"sick pay" means the sick pay payable in terms of clause 9 of Chapter III;

"Society" means the Transvaal Furniture and Bedding Workers' Sick Benefit Society provided for in Chapter III; and

"subscriptions" means the amount of moneys diverted in terms of clause 4 (5) of Chapter II in accordance with clause 7 (1) of Chapter III to the Society, and clause 5 (1) of Chapter IV to the Scheme.

4. ADMINISTRATION

The Council shall appoint an auditor, a secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of the Fund, the Society, and the Scheme.

5. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and to examine such documents, books wage-sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and in the event of there being no agents appointed by the Council it may authorise the Management Committee of the Medical Committee to appoint one or more agents, with similar powers and duties to those of the agents referred to above, for so long as contributions are due to the Fund, the Society, or the Scheme by members and employers.

6. EXEMPTIONS

(1) The Management Committee or the Medical Committee may grant exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees.

(2) The Management Committee or the Medical Committee shall fix in respect of any employer or person granted exemption under the provisions of subclause (1) above the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee or the Medical Committee may, if it deems fit, after giving three months notice, in writing, to the employer or employee concerned, withdraw or vary any certificate of exemption.

(3) Die sekretaris moet aan elke werkgewer/werknemer aan wie vrystelling ingevolge hierdie klousule verleen word; 'n sertifikaat onder sy handtekening uitreik waarin hy die volgende besonderhede vermeld:

(a) Die naam van die betrokke werkgewer/werknemer voluit;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) waaronder sodanige vrystelling verleen word; en

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

(4) Die Sekretaris moet—

(a) alle uitgereikte sertifikate in volgorde nommer;

(b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar, en

(c) wanneer 'n vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer/werknemer moet die bepalings van enige vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

7. VRYWARING

(1) Die lede van die Raad, die lede van die Komitee of Mediese Komitee en die beamptes van die Fonds, die Genootskap of die Skema word nie verantwoordelik gehou nie vir enige handeling wat kan lei tot 'n verlies vir die Fonds, die Genootskap of die Skema waar sodanige handeling te goeder trou verrig is, en hulle is ook nie aanspreeklik vir die skulde en laste van die Fonds, die Genootskap of die Skema nie en hulle word hierby deur die Fonds, die Genootskap of die Skema gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(2) Die Raad en/of Komitee of Bestuurskomitee word nie verantwoordelik gehou nie vir enige bydraes afgetrek en enige bydraes verskuldig en betaalbaar deur die werkgewer wat by sekwestrasie of likwidasië van die werkgewer se boedel of hoegenaamd nie in die Fonds, die Genootskap of die Skema inbetaal is nie.

8. ALGEMENE BEPALINGS

(1) Enige bystand, reg of belang waarop 'n lid van die Fonds, die Genootskap of die Skema na hy beweer ingevolge hierdie Ooreenkoms geregtig is, mag nie gebruik word as grond vir skadevergoeding in enige geding wat deur sodanige lid teen die werkgewer ten opsigte van sy ontslag ingestel word nie.

Niks in hierdie Ooreenkoms beperk enigerwyse die reg van 'n werkgewer om die diens van sodanige lid te beëindig nie.

(2) Niemand, hetsy hy 'n lid is of nie, het enige eis, reg of belang teen, op of ten opsigte van die Fonds, die Genootskap of die Skema of enige bydraes daartoe of enige belang daarby of enige eis teen die Raad, die Bestuurskomitee of die Mediese Komitee ingestel ingevolge hierdie Ooreenkoms en die werkgewers nie, behalwe kragtens en ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die Insolvensiewet, 1936, of enige wet, maak die bystand waarop 'n lid of afhanklike geregtig is, by sekwestrasie of afstanddoening van die boedel nie deel van die bates van sy insolvente of afgestane boedel uit nie, maar val dit toe aan die Fonds, die Genootskap of die Skema na gelang van die geval, en die betrokke Komitee kan daarvoor beskik op 'n wyse wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

(3) The secretary shall issue to every employer/employee granted exemption in accordance with the provisions of this clause a certificate signed by him setting out:

(a) the full name of the employer/employee concerned;

(b) the provisions of the agreement from which exemption is granted;

(c) the conditions, if any, fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted;

(d) the period during which the exemption shall operate.

(4) The secretary shall—

(a) number consecutively all certificates issued;

(b) retain a copy of each such certificate issued; and

(c) where an exemption is granted to an employee, forward a copy of the certificate of exemption to the employer concerned.

(5) Every employer/employee shall observe the provisions of any certificate of exemption issued in terms of this clause.

7. INDEMNITY

(1) The members of the Council, the members of the Committee or Medical Committee and the officers of the Fund, the Society, or the Scheme shall not be held responsible for any act which may result in loss to the Fund, the Society, or the Scheme, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund, the Society, or the Scheme, and they are hereby indemnified by the Fund, the Society, or the Scheme against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Council and/or Committee or Management Committee shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund, the Society or the Scheme upon sequestration or liquidation of the employer's estate or at all.

8. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Fund, the Society, or the Scheme may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of dismissal.

Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

(2) No person, whether a member or otherwise, shall have any claim, right or interest upon, to or in respect of the Fund, the Society, or the Scheme, or any contributions thereto or any interest therein or any claim against the Council, the Management Committee, or the Medical Committee established in terms of this Agreement and the employers, except under and in accordance with the provisions of this Agreement.

(3) Subject to the provisions of the Insolvency Act, 1936, or any law, if the estate of any member and/or his dependant is sequestrated or assigned, the benefit to which such member or dependant is entitled shall not form part of the assets of his insolvent or assigned estate but shall revert to the Fund, the Society, or the Scheme, as the case may be, and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

9. REGULASIES

(1) Die Mediese Komitee het die bevoegdheid om regulasies wat nie met Hoofstuk III van hierdie Ooreenkoms of enige ander wet onbestaanbaar is nie, te maak, te wysig en te herroep, om behoorlik uitvoering te gee aan die Siektebystandsgenootskap vir Transvaalse Meubelwerkers se oogmerke en om die omvang te bepaal van die bystand wat deur die Genootskap toegestaan moet word, asook die bedinge en voorwaardes wat daarop van toepassing is.

(2) 'n Eksemplaar van die regulasies, tesame met eksemplare van alle wysigings daarvan, moet op aanvraag aan elke lid van die Genootskap uitgereik word en moet ook aan die Direkteur-generaal van die Departement van Mannekrag gestuur word.

HOOFSTUK II**1. VOORSORGFONDS VIR DIE MEUBEL- EN BEDDE-
GOEDNYWERHEID, TRANSVAAL**

(1) Die Voorsorgfonds vir die Meubelnywerheid, Transvaal, ingestel ingevolge die Ooreenkoms, gepubliseer by Goewermentskennissgewing 44 van 13 Januarie 1961, en die Voorsorgfonds vir die Beddegoednywerheid, Transvaal, ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennissgewing 495 van 24 Maart 1961, saamgesmelt kragtens die Herbekragtigingsooreenkoms gepubliseer by Goewermentskennissgewing R. 3043 van 4 Januarie 1991 en nou genoem die Voorsorgfonds vir die Meubel- en Beddegoednywerheid, Transvaal, word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) die totale weeklikse bydraes van sowel werkgewer as werknemer wat in die Fonds inbetaal word, min enige bedrae wat ingevolge klousule 4 (5) van hierdie Hoofstuk oorgedra moet word;

(c) rente wat verkry word uit die belegging van enige geld van die Fonds;

(d) alle geld waarmee individuele lede ingevolge klousule 6 van hierdie Hoofstuk gekrediteer word;

(e) enige ander geld waarop die Fonds uit hoofde van hierdie Ooreenkoms of om enige ander rede geregtig word, of wat aan die Fonds geskenk word.

2. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertwoorders en drie werknemervertwoorders wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet die Raad uit sy geledere 'n plaasvervanger aanstel. Die Voorsitter en Ondervoorsitter van die Raad is Voorsitter en Ondervoorsitter van die Komitee.

(b) Die Raad het die bevoegdheid om sy eie prosedure-reëls vir die Komitee voor te skryf, te verander en te wysig en om reëls wat die administrasie van die fonds beheer, te maak te wysig en te verander. Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met hierdie Ooreenkoms of met enige ander wet mag wees nie. 'n Eksemplaar van die reëls of enige wysiging daarvan moet aan die Direkteur-generaal van die Departement van Mannekrag gestuur word.

(c) Ingevolge die Komitee om watter rede ook al nie in staat is om sy pligte na te kom nie, moet die Raad hierdie pligte waarneem en sy bevoegdhede uitoefen.

(2) Alle koste wat vir die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

9. REGULATIONS

(1) The Medical Committee shall have power to make, vary and repeal regulations not inconsistent with the provisions of Chapter III of this Agreement, or any other law for the efficient carrying out of the Society's objects, and for determining the extent of the benefits to be granted by the Society and the terms and conditions applicable thereto.

(2) A copy of the regulations, as well as copies of any amendments thereto, shall be issued to every member of the Society upon request and shall also be transmitted to the Director-General of the Department of Manpower.

CHAPTER II**1. THE PROVIDENT FUND FOR THE FURNITURE AND
BEDDING MANUFACTURING INDUSTRY, TRANSVAAL**

(1) The Provident Fund for the Furniture Manufacturing Industry, Transvaal, established in terms of the Agreement published under Government Notice 44 of 13 January 1961, and the Provident Fund for the Bedding Manufacturing Industry, Transvaal, established in terms of the Agreement published in Government Notice 495 of 24 March 1961, amalgamated in terms of the Re-enacting Agreement published in Government Notice R. 3043 of 4 January 1991, and now styled the Provident Fund for the Furniture and Bedding Manufacturing Industry, Transvaal, is hereby continued.

(2) The Fund shall consist of—

(a) moneys standing to the credit of the Fund at the date of coming into operation of this Agreement;

(b) the total weekly contributions of both employers and members paid into the Fund less any amounts to be diverted in terms of clause 4 (5) of this Chapter;

(c) interest derived from the investment of any moneys of the Fund;

(d) any moneys credited to individual members in terms of clause 6 of this Chapter;

(e) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

2. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council from its members. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and after rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall be not inconsistent with the provisions of this Agreement or with the provisions of any other law. A copy of the rules or any amendment thereof shall be transmitted to the Director-General or the Department of Manpower.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(2) All expenses incurred for the purpose of administration of the Fund shall be a charge against the Fund.

(3) So spoedig doenlik na 30 September elke jaar moet die Komitee 'n rekening opstel van die inkomste en uitgawes van die fonds vir die 12 maande geëindig 30 September, asook 'n staat wat die Fonds se bates en laste toon, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Komitee mede-onderteken moet word. Die gesertifiseerde rekenings en staat en enige verslag daarvoor wat deur die ouditeur opgestel word, moet daarna op die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Direkteur-generaal van die Departement van Mannekrag, die werkgewersorganisasie en die vakverenigings gestuur word.

(4) Die Komitee moet alle inkomste van die Fonds invorder en in ontvangs neem en alle gelde aldus ontvang in 'n bankrekening stort wat op naam van die Fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word, en onttrekkings uit die Fonds moet geskied by wyse van tjeks onderteken deur sodanige persone as wat van tyd tot tyd deur die Raad daartoe gemagtig word, en mede-onderteken deur die sekretaris van die Fonds.

(5) Indien 'n geskil te eniger tyd ontstaan aangaande die administrasie van die Fonds waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir beslis-sing na die Raad verwys word.

(6) Enige geld wat nie nodig is om lopende betalings te doen en koste te vereffen nie, moet belê word in—

(a) spaarrekenings, permanente aandele of vaste deposi-to's by geregistreerde bougenootskappe of banke; en/of

(b) Poskantoorpaarrekenings of -sertifikate; en/of

(c) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede en/of die Elektrisiteitsvoor-sieningskommissie; en/of

(d) Nasionale Spaarsertifikate; of

(e) op enige ander manier wat deur die Registrateur goed-gekeur word.

3. LIDMAATSKAP

(1) Die lede van die Fonds bestaan—

(a) uit alle werknemers, uitgesonderd los werknemers, in die Nywerheid vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word, insluitende vakleerlinge;

(b) behoudens die goedkeuring van die Komitee, uit soda-nige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgewers toege-stem het om die bydraes te doen wat in klousule 4 van hierdie Hoofstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid per-manent verlaat en al sy bystand ingevolge klousule 5 van hierdie Hoofstuk ontvang het.

4. BYDRAES

(1) (a) Behoudens paragraaf (b) hiervan, moet elke werk-gewer op die eerste betaaldag ná die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondswaek van die loon van elke lid in sy diens die bedrag aftrek wat in die toepaslike kolom A van Aanhangsel A van hierdie Ooreenkoms gemeld word. By die bedrag aldus afgetrek, moet die werkgewer 'n bydrae voeg soos in die toepaslike kolom B van Aanhangsel A van hierdie Ooreen-koms gemeld word.

(b) Ondanks andersluidende bepalings in hierdie Ooreen-koms, moet geen bydraes betaal word as 'n lid minder as 16 uur gedurende enige Fondswaek werk nie.

(c) Aftrekkings moet gedoen word van die loon wat 'n lid ontvang vir tydperke van afwesighedsverlof met besoldiging, asook vir vakansies met besoldiging, asof die betrokke lid by sy werk aanwesig was op die gewone manier gedurende enige tydperk van diens, behalwe gedurende die tydperk van die jaarlikse sluiting.

(3) As soon as possible after 30 September in each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 30 September and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby, be transmitted to the Director-General of the Department of Manpower, the employers' or-ganisation and the trade unions.

(4) The Committee shall collect and receive all revenue of the fund and shall deposit all moneys so received in a bank-ing account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque, signed by such persons as may, from time to time, be authorised by the Council and be countersigned by the Secretary of the Fund.

(5) Should a dispute arise at any time as to the administra-tion of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

(6) Any moneys not required to meet current payments and expenses shall be invested in—

(a) savings accounts, permanent shares or fixed deposits with registered building societies, or banks, and/or

(b) Post Office savings accounts or certificates, and/or

(c) Stock of the Government of the Republic of South Africa or Local Government Stock, and/or the Electricity Sup-ply Commission, and/or

(d) National Savings Certificates, or

(e) any other manner approved by the Registrar.

3. MEMBERSHIP

(1) Membership of the Fund shall consist of—

(a) all employees, other than casual employees, in the Industry for whom minimum wages are prescribed, in the Main Agreement, including apprentices;

(b) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have con-sented to make the contributions prescribed in clause 4 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits in terms of clause 5 of this Chapter.

4. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the wage of each and every member in his employ the amount specified in the applicable column A of Annexure A to this Agreement. To the amount so deducted the employer shall add a contri-bution as specified in the applicable column B of Annexure A to this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for less than 16 hours during any one Fund week, no contributions shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays as though the member concerned was present at work in the normal way during any period of employment other than during the period of annual closure.

(d) Elke werkgewer moet 'n bydrae gelyk aan die som van kolom B van Aanhangsel A van hierdie Ooreenkoms ten opsigte van elke werkende werkgewer betaal.

(2) (a) Behoudens paragraaf (b), moet die werkgewer alle bedrae wat ingevolge subklousule (1) hiervan betaalbaar is, tesame met die voorgeskrewe opgawe, maandeliks aanstuur sodat dit die Sekretaris van die Raad bereik voor of op die 10de dag van die maand wat volg op die maand ten opsigte waarvan die bedrag verskuldig is.

(b) 'n Werkgewer wat met betalings ingevolge paragraaf (a) hiervan agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is, om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bydraes waarvan in subklousule (1) hiervan melding gemaak word, week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die opgawe waarvan in paragraaf (a) hiervan melding gemaak word. 'n Werkgewer op wie hierdie paragraaf toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, na die betaling van die bydraes terugkeer op die maandelikse basis waarvoor in paragraaf (a) hiervan voorsiening gemaak word.

(c) Indien die bedrag verskuldig ingevolge hierdie klousule nie teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, bereken teen 'n koers van twee persent of teen die heersende prima-oortrekkingskoers van Barclays Bank, welke koers ook al die hoogste is, per maand of gedeelte van 'n maand vanaf sodanige 10de dag tot die dag waarop betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad daartoe geregtig is om na absolute goeddunke betaling van sodanige rente of gedeelte daarvan kwyf te skeld.

(d) As dit nog nie reeds ten opsigte van huidige werknemers gedoen is nie, maar in elke geval wanneer 'n nuwe werknemer tot die Nywerheid toetree, moet die eerste opgawe in paragraaf (a) of (b) gemeld, wat volg op die datum waarop sodanige werknemer vir lidmaatskap van die Fonds gekwalifiseer het, vergesel gaan van 'n bylae wat die name van die werknemer voluit aangee, asook sodanige werknemer se adres, identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar is, van die lid se afhanklike(s) en/of enige ander inligting wat die Komitee van tyd tot tyd nodig het.

(e) As hy dit nog nie reeds gedoen het nie maar in elk geval wanneer hy by die Fonds aansluit, moet elke lid sy werkgewer in kennis stel van sy adres en identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar is, van sy afhanklike(s). Elke lid moet sy werkgewer verwittig van enige adresverandering van sy afhanklike(s) en elke werkgewer moet die sekretaris skriftelik daarvan kennis gee.

(3) As daar per abuis 'n bydrae tot die Fonds gedoen word, is die Fonds nie daarvoor aanspreeklik om dié bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(4) Wanneer enige bystand per abuis aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

(a) teen enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(b) teen enige toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig word.

(d) Every employer shall pay a contribution in respect of each working employer equal to the sum of column B of Annexure A to this Agreement.

(2) (a) Subject to the provisions of paragraph (b), the employer shall forward monthly the total contributions referred to in subclause (1) together with a return in the form prescribed by the Council from time to time to reach the Secretary not later than the 10th day of the month following the month during which the member's deductions were required to be made.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so submit the contributions referred to in subclause (1) week by week, so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the contributions are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the return referred to in paragraph (a) hereof. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of contributions on the monthly basis provided for in terms of paragraph (a).

(c) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of two per cent or at the prevailing prime overdraft rate of Barclays Bank, whichever rate is the greater, per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(d) If not already furnished in respect of present employees, but in any event whenever a new employee enters the Industry, the first return referred to in paragraph (a) or (b) following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a Schedule reflecting the full names of the employee, as well as such employee's address, identity number and the address and identity number, where available, of the member's dependant(s) and/or any other information as may be required by the Committee from time to time.

(e) Every member if he has not already done so, but in any event upon joining the Fund, shall advise his employer of his address and identity number and the address and identity number, where available, of his dependant(s). Every member shall furnish his employer with any change of address of dependant(s) and every employer shall advise the secretary thereof, in writing.

(3) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(4) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(b) against any future benefits that may become due by the Fund to the said member.

(5) Van die weeklikse bydraes ontvang van die werknemer wat lid is van die vakvereniging wat 'n party by hierdie Ooreenkoms is, en van sy werkgever wat lid is van die werkgeversorganisasie wat 'n party by hierdie Ooreenkoms is, moet die Fonds—

(a) aan die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers, soos beliggaam in Hoofstuk III, sodanige ledegeld oorgedra as wat in klousule 7 van Hoofstuk III voorgeskryf word;

(b) aan die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers soos beliggaam in Hoofstuk IV, sodanige ledegeld oorgedra as wat in klousule 5 van Hoofstuk IV voorgeskryf word.

5. BYSTAND

(1) 'n Lid is soos volg geregtig op die betaling van die bystand wat vir hom ingevolge hierdie Hoofstuk opgeloopt het:

(a) Na 12 agtereenvolgende maande sedert hy die Nywerheid verlaat het en by voorlegging van 'n skriftelike bewys wat die Komitee daarvan oortuig dat die lid minstens 12 agtereenvolgende maande buite die Nywerheid gewerk het: Met dien verstande dat die Komitee, onder buitengewone omstandighede en uitsluitlik na eie goeë dunks, die betaling van sodanige bystand vóór daardie tydperk kan magtig maar nie vroeër nie as drie agtereenvolgende maande nadat die lid die Nywerheid permanent verlaat het;

(b) by aftrede uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swakheid en 'n lid as gevolg daarvan permanent ongeskik geword het: Met dien verstande dat die lid van sodanige ongeskiktheid bewys gelewer het wat die Komitee tevrede stel;

(c) ondanks paragraaf (a), waar 'n vroeë betaling van bystand goedgekeur is en onder buitengewone omstandighede aan 'n lid gemaak is, kan die Komitee uitsluitlik na eie goeë dunks te eniger tyd voor die verstryking van nege maande vanaf die datum waarop die bystand aan die lid betaal is, van so 'n lid vereis om die hele bedrag wat as bystand aan hom betaal is of 'n gedeelte daarvan terug te betaal.

(2) (a) Behoudens klousule 4 van hierdie Hoofstuk is 'n lid in subklousule (1) (a) en (d) bedoel, geregtig, op ondervermelde bystand;

(i) As hy hoogstens vyf jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 50 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(ii) as hy langer as vyf jaar maar hoogstens 10 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 60 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(iii) as hy langer as 10 jaar maar hoogstens 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 75 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(iv) as hy langer as 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is.

(b) 'n Lid in subklousule (1) (b) hiervan bedoel, moet, behoudens klousule 4 (5) van hierdie Hoofstuk, die bystand betaal word wat in subklousule (2) (a) (iv) voorgeskryf word: Met dien verstande dat die Komitee die reg het om te vereis dat 'n mediese verslag oor sodanige lid op koste van die Fonds voorgeleë word.

(5) From the weekly contributions received from the employee who is a member of the trade union which is a party to this Agreement and his employer, who is a member of the employers' organisation which is a party to this Agreement, respectively, the Fund shall divert to—

(a) The Transvaal Furniture and Bedding Workers' Sick Benefit Society, as embodied in Chapter III, such subscriptions as are prescribed in clause 7 of Chapter III;

(b) The Transvaal Furniture and Bedding Workers' Death and Disability Scheme, as embodied in Chapter IV, such subscriptions as are prescribed in clause 5 of Chapter IV.

5. BENEFITS

(1) A member shall be entitled to payment of the benefits accrued to him in terms of this Chapter—

(a) 12 consecutive months after left the Industry and upon production of written proof satisfactory to the Committee that the member was engaged outside the Industry for a period of not less than 12 consecutive months: Provided that the Committee may, in exceptional circumstances and at its sole discretion, authorise the payment of such benefits prior thereto but not sooner than three consecutive months after the member has left the Industry permanently;

(b) upon retirement from the Industry owing to—

(i) old age; or

(ii) incapacity, ill-health or infirmity and if a member is permanently disabled as a result thereof: Provided that the member has produced proof of such disablement to the satisfaction of the Committee;

(c) notwithstanding anything contained in paragraph (a) where an early payment of benefits has been approved and made to a member pursuant to exceptional circumstances, the Committee may at its sole and absolute discretion, at any time prior to the expiry of nine months from the date of the member having being paid his benefits, call upon such member to refund the whole or part of the benefits paid to such member.

(2) (a) Subject to the provisions of clause 4 of this Chapter, a member referred to in subclause (1) (a) and (d) shall be entitled to the following benefits:

(i) If he has been a member for a period not exceeding five years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 50 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(ii) if he has been a member for a period in excess of five years but not exceeding 10 years, the total amount contributed by him plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 60 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iii) if he has been a member for a period in excess of 10 years but not exceeding 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 75 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iv) if he has been a member for a period in excess of 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions plus the total sum of the employer's contributions and interest credited in respect of that member.

(b) A member referred to in subclause (1) (b) hereof shall, subject to the provisions of clause 4 (5) of this Chapter, be paid the benefits prescribed in subclause (2) (a) (iv): Provided that the Committee shall have the right to demand a medical report in respect of such member at the expense of the Fund.

Enige bedrag, bo en behalwe die wat deur 'n werknemer bygedra is, en die rente daarop, wat ingevolge hierdie klousule aan so 'n werknemer verskuldig is, kan na die Raad se goedgekeurde teruggehou of verminder word indien so 'n werknemer om 'n wettige rede deur sy werkgever ontslaan is.

(3) (a) Aansoek om bystand moet skriftelik gedoen word in die vorm wat deur die Komitee voorgeskryf word.

(b) Wanneer 'n lid na die Nywerheid terugkeer voordat betaling gedoen is op grond van 'n aansoek om onttrekking van bystand, vervall die aansoek outomaties en moet bydraes onmiddellik hervat word.

(c) By betaling aan 'n lid van alle bystand wat vir hom ingevolge hierdie Hoofstuk opgehoop het, word die saldo van die werkgever se bydraes en rente, as daar is, aan die Fonds verbeur as 'n item waarop die Fonds ingevolge klousule 1 (2) (e) van hierdie Hoofstuk geregtig geword het.

(4) (a) By bewyslewering, wat vir die Bestuurskomitee aanvaarbaar is, van die dood van 'n lid, moet die Fonds, behoudens die omskrywing van "afhanklike" in klousule 3 van Hoofstuk 1, aan die afhanklike(s) en/of begunstigde(s) deur die lid benoem, 'n bedrag betaal gelyk aan die totale bedrag van sy eie en die werkgever sy bydraes wat ten opsigte van sodanige lid bygedra is, plus rente en bonusse waarmee hy ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, en het die boedel van die afgestorwe lid geen eis teen die Fonds nie. Die Bestuurskomitee mag na sy uitsluitlike en absolute goedgekeurde die bepalinge van artikel 37C van die Wet op Pensioenfondse, 1956 (Wet 24 van 1956), soos gewysig van tyd tot tyd, toepas.

(b) As die afhanklike 'n minderjarige is, mag die Komitee na sy uitsluitlike en absolute goedgekeurde aan sodanige minderjarige se wettige voog, of aan enige persoon soos bepaal deur die Komitee, die voordeel betaal, of mag die Komitee met die voordeel handel op enige manier hoegenaamd om te verseker dat die voordeel ten gunste van die minderjarige versekerd is.

(c) Elke werkgever moet die sekretaris verwittig van die dood van enige lid in sy diens. Die sekretaris moet so gou moontlik, nadat hy inligting uit enige bron ontvang het van die dood van 'n lid, die afhanklike daarvan in kennis stel per brief of omsendbrief waarin die jongs bekende werkplek van die oorlede bydraer gemeld word, asook die feit dat bystand opgeëis kan word by 'n adres wat die Bestuurskomitee uitdruklik meld.

(d) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie, in albei amptelike tale, plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n nuusblad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die oorlede lid en die bekende naam/name van afhanklikes en hul jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvordering deur die afhanklike(s) by 'n adres wat die Komitee uitdruklik meld.

(e) As die afhanklike(s) binne 'n jaar en 'n dag vanaf die datum van die laaste plasing van sodanige advertensie soos in paragraaf (d) gespesifiseer, versuim om die bystand op te eis wat aan hulle verskuldig is, moet veronderstel word dat daar geen afhanklike(s) is nie en moet sodanige bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk, ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie. Met dien verstande dat die Komitee, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na sy eie uitsluitlike en absolute goedgekeurde bedrae aan die betrokke afhanklikes te betaal uit die geld wat aan die Fonds teruggeval het.

(c) Any amount over and above that which has been contributed by an employee and any interest accrued thereon which is due to such member in terms of this clause may, at the discretion of the Council, be withheld or reduced where such employee has been dismissed by his employer for any cause recognised by law as sufficient.

(3) (a) Applications or benefits shall be made, in writing, in the form prescribed by the Committee.

(b) When a member returns to the Industry before payment has been made on an application for withdrawal of benefits, the application will automatically lapse and contributions shall forthwith be resumed.

(c) Upon payment to a member of all benefits accrued to him in terms of this Chapter, the balance of the employer's contributions and interest, if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter.

(4) (a) On proof, satisfactory to the Management Committee, of the death of a member, the Fund shall, subject to the definition of "dependant" in clause 3 of Chapter I, pay an amount equal to the aggregate amount of his own and the employer's contributions contributed in respect of such member plus interest and bonuses credited thereto in terms of clause 6 of this Chapter to the dependant(s), and/or to such person/s nominated by the member, and the estate of a deceased member shall have no claim against the Fund. The Management Committee may, at its sole and absolute discretion, apply the provisions of section 37C of the Pensions Fund Act, 1956 (Act 24 of 1956), as amended from time to time.

(b) If the dependant is a minor, the Committee may, at its sole and absolute discretion, pay the benefit to such minor's legal guardian, or to any person determined by the Committee, or it may deal with the benefit in any manner whatsoever, to ensure that the benefit is secured for the benefit of the minor.

(c) Every employer shall notify the secretary of the death of any member in his employ. The secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Management Committee.

(d) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection by the dependant(s) at an address specified by the Committee.

(e) If within a year and a day from the date of the last insertion of such advertisement as specified in paragraph (d), the dependant(s) fail to claim the benefit due to them, it shall be assumed that there are no dependant(s) and such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter, for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled in its entire and absolute discretion, to make payments to the dependants concerned out of the moneys which have reverted to the Fund.

(5) As 'n lid bystand ontvang het waarop hy nie ingevolge hierdie Hoofstuk geregtig is nie en die saak nie behandel word op die wyse soos in klousule 4 (4) van hierdie Hoofstuk uiteengesit nie, is hy daarvoor aanspreeklik om die bedrag van die bystand aldus ontvang aan die Fonds terug te betaal: Met dien verstande dat as die Komitee dit in enige besondere geval onbillik ag om terugbetaling van die hele bedrag van die bystand te eis, hy na goeddunke die terugbetaling van enige kleiner bedrag kan eis of die lid die hele bedrag kwyt-skeld.

(6)(a) Behoudens soos bepaal in paragrawe (b) en (c) hiervan, mag geen bystand of reg op bystand gesedeer, oorge-dra, afgestaan of andersins oorgemaak, of verpand of verhuur-potekeer word nie, en geen bydrae deur 'n lid of namens 'n lid gedoen, is vatbaar vir beslaglegging of onderhewig aan enige vorm van eksekusie ingevolge 'n uitspraak of bevel van 'n geregtshof nie.

(b) Indien daar vasgestel word dat 'n lid se lidmaatskap van die Genootskap waarvoor in Hoofstuk III voorsiening gemaak word, verval het, en die Genootskap het foutiewelik of kontraktueel enige mediese uitgawes wat deur sodanige lid en/of sy afhanklikes aangegaan is, betaal, is die Bestuurs-komitee geregtig om die bedrag/bedrae van die lid se eie bydrae/s na af te trek en na die Genootskap oor te plaas.

(c) By ontvangs van skriftelike bewys van die vakvereniging wat 'n party by hierdie Ooreenkoms is, dat 'n lid van die vereniging, kragtens die bepalinge van die vereniging se konstitusie enige uitstaande ledegeld en/of boetes verskuldig is aan die vereniging, is die Bestuurskomitee geregtig om sodanige bedrag/bedrae van die lid se eie bydraes af te trek wanneer betaling ingevolge klousule 5 van hierdie Hoofstuk gemaak word, en sodanige bedrag/bedrae aan die vereniging oor te betaal.

(7) Niks in hierdie Hoofstuk raak op enige wyse die reg van 'n lid of sy afhanklike(s) om skadeloosstelling of skadever-goeding te eis ten opsigte van werkmanne wat beseer is, of wat sterf as gevolg van 'n ongeluk wat ontstaan het uit en in die loop van sy diens nie, en die bedrag betaalbaar ingevolge hierdie subklousule mag nie as gevolg van sodanige eis ver-minder word nie.

(8) (a) As enige bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Komitee, na verstryking van die tweejaartydperk, 'n advertensie, in albei amptelike tale, plaas in hoogstens drie agtereenvolgende uitgawes van drie dag-blaaie wat in die Republiek van Suid-Afrika in omloop is waar-in bekendgemaak word dat 'n opgawe op die kantoor van die Raad beskikbaar is ter insae van lede of die afhanklike(s) van sodanige lede wat die Nywerheid verlaat het voor en tot op die vervaldatum van die onopgeëiste Voorsorgfondsybydraes wat in die opgawe verskyn en waarin sodanige lid of sy afhanklike(s) versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy afhanklike(s) wat eise ingedien het op die wyse hierin voor-geskryf, sodanige bedrae soos hy goeddink betaal wat nie volle bystand oorskry wat aan die lid verskuldig is nie: Met dien verstande dat sodanige betaling gedoen moet word aan afhanklikes volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk 1.

(b) As geen eis binne die tydperk van drie maande van 'n lid of sy afhanklikes ontvang word nie, moet die Fonds afskrifte van die opgawe van sodanige onopgeëiste geld verstrek aan die vakverenigings wat moet poog om binne 'n verdere drie maande die lede op te spoor of hul afhanklikes

(5) If a member has received a benefit to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 4 (4) of this Chapter, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Committee deems it inequitable in any particular case to demand repay-ment of the whole amount of the benefit, it may, in its discre-tion, demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(6)(a) Save as provided for in Paragraphs (b) and (c) hereof no benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgment or order of a court of law.

(b) If it is established that a member has ceased to be a member of the Society provided for in Chapter III, and the Society has in error or contractually paid for any medical expenses incurred by such member and/or his dependants, the Management Committee shall have the right to deduct the amount/s from the member's own contributions and transfer the amount/s to the Society.

(c) On receipt of written proof from the trade union, which is a party to this Agreement that a member of the trade union is, in terms of the provisions of the trade union's constitution, indebted to the trade union for any outstanding subscriptions and/or fines, the Management Committee shall have the right to deduct such amount/s from the member's own contribu-tions when payment of benefits is made in terms of clause 5 of this Chapter and to pay such amount/s to the trade union.

(7) Nothing contained in this Chapter shall in any way affect the right of any member or his dependant(s) to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of his employ-ment, and the amount payable under this subclause shall not be reduced by reason of any payment that may be made as a result of such claim.

(8) (a) If any benefit due and payable to dependants in terms of subclause (4), is not claimed within two years from the due date thereof, the Committee shall, after the expiry of the two year period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, advising that a schedule is available for scrutiny at the Offices of the Council by members or the dependants of such members who had left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the Schedule and calling upon such member or his depen-dant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the adver-tisement and to furnish full details of the grounds upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and may pay to a member or, if no claim is received from a member, to his dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to dependants in the order or preference contained in the definition of "dependant" as defined in clause 3 of Chapter I.

(b) Should no claim have been received from a member or his dependants within the period of three months, the Fund shall supply the trade unions with copies of the schedule of such unclaimed moneys and the trade unions shall within a further period of three months try to trace the members or

te vind wanneer daar kennis gedra word van afhanklikes. As geen eis binne 'n tydperk van ses maande vanaf die datum van die laaste plasing van die advertensie ingevolge paragraaf (a) van 'n lid of sy afhanklikes ontvang is nie, moet die bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die dienste van 'n lid in die Nywerheid, die bevoegdheid het om na sy uitsluitlike en absolute goeddunke bedrae te betaal aan die betrokke lid of bevoorreesdes uit die geld wat aan die Fonds teruggeval het: Verder met dien verstande dat die Bestuurskomitee van tyd tot tyd betalings aan die Raad mag magtig, uit fondse wat aan die Fonds toeval, vir die doel om die doelstellings en belange van die Nywerheid te bevorder.

6. RENTE EN BONUSSE

(1) Op 30 September elke jaar moet die surplus (as daar is) verkry word deur die totale bedrag van—

(a) die uitgawes van die administrasie van die Fonds tot en met 30 September van daardie jaar;

(b) enige rente gekrediteer aan lede wat bystand gedurende daardie jaar ontvang het; en

(c) sodanige bedrae as wat in subklousule (4) gemeld word;

af te trek van die som van die bedrae wat gedurende die vorige jaar soos volg opgeloop het, naamlik:

(i) Rente uit beleggings;

(ii) bystand verbeur deur lede van die Fonds toe hulle die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;

(iii) alle geld in klousule 1 (2) (e) van hierdie Hoofstuk gemeld; en

(iv) enige saldo oorgebring na die toewysing van rente en bonusse.

(2) Ingeval 'n surplus verkry word op die wyse voorgeskryf in subklousule (1), is elke lid geregtig op rente op die bedrag wat in sy krediet staan, en die bedrag in die Fonds wat in die krediet van sy werkgever staan, moet met 'n gelyke bedrag aan rente verhoog word. Die rentekoers moet deur die Komitee vasgestel word.

(3) (a) As daar, na die mening van die Komitee, 'n groot genoeg saldo oorbly nadat die totale bedrag aan rente, gekrediteer ingevolge subklousule (2) afgetrek is van die surplus in genoemde subklousule gemeld, moet die bedrag wat in die krediet van die lid staan, verhoog word by wyse van 'n bonus wat op die volgende wyse bereken word:

Gemelde saldo moet vasgestel word as 'n persentasie van die totale bedrae wat op 30 September in die krediet van 'n lid se eie bydraerekening in die Fonds staan. Die persentasie aldus vasgestel, moet daarna vermenigvuldig word met die totale bedrag wat in die krediet van die lid se eie bydraerekening staan, en die resultaat aldus verkry, is dan sy bonus.

(b) Die Komitee het die bevoegdheid om die persentasie in paragraaf (a) gemeld vir berekeningsdoeleindes te verminder tot die naaste gerieflike persentasie en/of breuk daarvan en om enige saldo wat oorbly na die toewysing van bonusse na die volgende jaar oor te dra.

(c) Vir die toepassing van hierdie klousule ontvang elke lid van die Fonds rente en bonusse ooreenkomstig subklousules (2) en (3) ongeag of die bedrag wat in sy rekening staan, verskuldig geword het en betaalbaar is of onderworpe is aan 'n aansoek om onttrekking, of onderworpe is aan enigeen van die prosedures voorgeskryf vir aansoeke om eise, of verbeuring.

dependants where known. Should no claim have been received from a member or his dependants within a period of six months from the date of the last insertion of the advertisement in terms of paragraph (a), the benefit shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, however, in the event of a claim being received within a period of five years from the date of termination of services of a member in the Industry, be entitled in its entire and absolute discretion, to make payment to the member of beneficiaries concerned out of the moneys that have reverted to the Fund: Provided further that the Management Committee may, from time to time, be entitled to make payment, out of the moneys that have reverted to the Fund, to the Council for the purposes of furthering the objectives and interests of the Industry.

6. INTEREST AND BONUSES

(1) As at 30 September of each year, the surplus (if any) shall be obtained by deducting the total of—

(a) the expenses of the administration of the Fund up to and including 30 September of that year;

(b) any interest credited to members who received benefits during that year; and

(c) such moneys as are referred to in subclause (4); from the sum of the following accruals during the previous year;

(i) Interest from investments;

(ii) benefits forfeited by members of the Fund upon leaving the Industry before qualifying for full benefits;

(iii) any moneys referred to in clause 1 (2) (e) of this Chapter; and

(iv) any balance carried forward after the allocation of interest and bonuses.

(2) In the event of a surplus being obtained in the manner prescribed in subclause (1), each member shall be entitled to interest on the amount standing to his credit and the amount in the Fund standing to the credit of his employer shall be increased by a like amount of interest. The rate of such interest shall be determined by the Committee.

(3) (a) If, in the opinion of the Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of subclause (2) from the surplus referred to in the said subclause, the amount standing to the credit of the member shall be increased by way of a bonus arrived at in the following manner:

The said balance shall be determined as a percentage of the total amount standing to the credit in the Fund of a member's own contribution account as at 30 September. The percentage thus ascertained shall thereupon be multiplied by the total amount standing, to the credit of the member's own contribution account and the figure so obtained shall be his bonus.

(b) The Committee shall have the right to reduce the percentage referred to in paragraph (a) to the nearest convenient percentage and/or fraction thereof for purposes of calculation and to carry forward to the following year any balance left over after allocation of bonuses.

(c) For the purposes of this clause every member of the Fund shall receive interest and bonuses, in terms of subclauses (2) and (3), irrespective of whether the amount standing to his account has become due and payable, or is subject to an application for withdrawal, or is subject to any of the procedures prescribed for the invitation of claims or forfeiture.

(d) Na die toewysing van rente en bonusse ingevolge onderskeidelik subklousules (2) en (3) en ingeval hierdie bystand verskuldig en betaalbaar word, en by betaling van sodanige bystand vir die eersvolgende 30 September, is 'n lid geregtig op rente vanaf 30 September, onmiddellik voor die datum van betaling, tot sodanige datum van betaling. Die rentekoers is dié wat die Komitee vasstel ooreenkomstig subklousule (2).

(4) Die Komitee moet lede se bystand wat verbeurd verklaar is weens geen fout van hul kant nie, as gevolg van foute in opgawes van werkgewers of persoonsverwarring deur die administrasie van die Fonds, herstel.

7. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende Ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwedeer word deur die Komitee wat intussen vir die administrasie van die Fonds verantwoordelik is. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) word die bystand wat op die datum van sodanige oordrag aan lede van die Fonds verskuldig is, op generlei wyse as gevolg van die oordrag verminder nie; en

(b) word enige lid van die Fonds wat nie lid van die nuwe Fonds kan word nie, sy volle bystand betaal asof hy die Nywerheid verlaat het.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadminestreer word deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie subartikel aanwys. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur uit werkgewers en werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde gelyke getalle werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Fonds of 'n besoldigde beampte van een van die vakverenigings is, en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan is, en tesame is hierdie persone die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwedeer word.

(3) Enige vakature wat ontstaan in die raad van trustees saamgestel kragtens subklousule (2), moet gevul word op dieselfde wyse as dié wat in daardie subklousule bepaal word.

(4) Die trustees moet uit die Fonds die redelike gelde betaal word waaroor hulle en die Registrateur ooreenkom.

(5) By likwidering van die Fonds ingevolge subklousule (1) of (2) moet die Komitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddellik opeisbare kontant belê moet word;

(b) alle krediteure, administrasie- en likwidasiekoste uit die Fonds betaal;

(d) After the allocation of interest and bonuses in terms of subclauses (2) and (3), respectively, and in the event of these benefits becoming due and payable, and upon payment of such benefits before the next succeeding 30 September, a member shall be entitled to interest from 30 September, immediately prior to the date of payment, to such date of payment. The rate of interest shall be the rate determined by the Committee in terms of subclause (2).

(4) The Committee shall reinstate benefits of members which have been declared forfeited through no fault of their own by virtue of errors in returns of employers, or mistaken identity by the administration of the Fund.

7. EXPIRY OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Fund shall be liquidated by the Committee which in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the Fund who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of the trade union and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be.

(3) Any vacancy occurring on the board of trustees as constituted in subclause (2) shall be filled in the same manner provided for in that subclause.

(4) The trustees shall be paid from the Fund such reasonable fees as shall be agreed upon between themselves and the Registrar.

(5) Upon liquidation of the Fund in terms of subclause (1) or (2) the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings op die wyse voorgeskryf in klousule 6 van hierdie Hoofstuk;

(d) na hierdie finale toewysing ooreenkomstig paragraaf (c), die bedrae wat in die krediet van lede se rekenings staan, aan sodanige lede betaal asof hulle die Nywerheid by aftrede verlaat het.

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet enige bystand verbeur word waarop lede ingevolge subklousule (5) (d) geregtig geword het maar wat hulle nie binne ses maande opgeëis het na die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet dit in die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers inbetaal word, en as die Genootskap nie meer bestaan nie, dan in die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers:

Met dien verstande dat die Bestuurskomitee of die Mediese Komitee, na gelang van die geval, egter die bevoegdheid het om, ingeval 'n eis binne 'n tydperk van drie jaar vanaf sodanige datum ontvang word na sy uitsluitlike en absoluutgoed-dunke aan die betrokke bevoordeeldes betaling te doen uit die gelde wat aan die Genootskap of die Skema verbeur is.

(7) Ingeval sowel die Skema en die Genootskap reeds gelikwedeer is, moet die geld wat kragtens subklousule (6) verbeur is, in die algemene fonds van die Raad inbetaal word: Met dien verstande dat die Raad egter die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, soos in subklousule (6) bepaal na sy uitsluitlike en absoluutgoed-dunke aan die betrokke bevoordeeldes betalings te doen uit die geld wat aan die Raad se fondse verbeur is.

(8) As die sake van die Raad reeds beredder en die saldo van die Raad se fondse verdeel is, moet die geld wat kragtens subklousule (6) hiervan verbeur is, ingeval die Skema en die Genootskap reeds gelikwedeer is, verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

HOOFSTUK III

1. SIEKTEBYSTANDSGENOOTSKAP VIR TRANSVAALSE MEUBEL- EN BEDDEGOEDWERKERS

(1) Die Siektebystandsvereniging vir Transvaalse Meubelwerkers, ingestel kragtens die Ooreenkomst gepubliseer by Goewermentskennisgewing 44 van 13 Januarie 1961; en die Siektebystandsvereniging vir Transvaalse Beddegoedwerkers, ingestel kragtens die Ooreenkomst gepubliseer by Goewermentskennisgewing 495 van 24 Maart 1961, saamgesmelt kragtens die Herbekragtigingsooreenkomst gepubliseer by Goewermentskennisgewing R. 3043 van 4 Januarie 1991 en nou genoem die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers, word hierby voortgesit.

(2) Die geld van die Genootskap bestaan uit—

(a) geld wat in die krediet van die Genootskap staan op die datum waarop hierdie Ooreenkomst van krag word;

(b) die ledegeld wat kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word;

(c) rente verkry uit die belegging van geld van die Genootskap; en

(d) enige ander geld waarop die Genootskap geregtig word of wat aan die Genootskap geskenk word.

2. DOELSTELLINGS

(1) Die doel van die Genootskap is om fondse in te samel en in stand te hou deur middel van ledegeld, bydraes en skenkings om ingevolge hierdie Hoofstuk van hierdie Ooreenkomst en die regulasies lede en, behoudens klousule 5

(c) after deduction of all amounts owing to expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 6 of this Chapter;

(d) after this final allocation in terms of paragraph (c) pay the amounts standing to the credit of members accounts to such members as though they had left the Industry upon retirement.

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits became due and payable, then the benefits shall be forfeited and be paid into the Transvaal Furniture and Bedding Workers' Sick Benefit Society, and if the Society is no longer in existence then into the Transvaal Furniture and Bedding Workers' Death and Disability Scheme:

Provided that the Management Committee or the Medical Committee, as the case may be, shall however in the event of a claim being received within a period of three years from such date, be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the Society or the Scheme.

(7) In the event of the Scheme and the Society both already having been liquidated then moneys forfeited in terms of subclause (6) shall be paid into the general funds of the Council: Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, as specified in subclause (6), be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(8) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the moneys forfeited in terms of subclause (6) shall, in the event of the Scheme and the Society already having been liquidated, be distributed as provided for in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

CHAPTER III

1. TRANSVAAL FURNITURE AND BEDDING WORKERS' SICK BENEFIT SOCIETY

(1) The Transvaal Furniture Workers' Sick Benefit Society, established in terms of the Agreement published under Government Notice 44 of 13 January 1961; and the Transvaal Bedding Workers' Sick Benefit Society, established in terms of the Agreement published under Government Notice 495 of 24 March 1961, amalgamated in terms of the Re-enacting Agreement published in Government Notice R. 3043 of 4 January 1991 and now styled the Transvaal Furniture and Bedding Workers' Sick Benefit Society, is hereby continued.

(2) The moneys of the Society shall consist of—

(a) moneys standing to the credit of the Society as at the date of coming into operation of this Agreement;

(b) the subscriptions diverted to the Society in terms of clause 4 (5) of Chapter II;

(c) interest derived from the investment of any moneys of the Society; and

(d) any other moneys to which the Society may become entitled or which may be donated to the Society.

2. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by subscriptions, contributions and donations for the purpose of providing, in accordance with the provisions of this Chapter of this Agreement and the regulations, members

van hierdie Hoofstuk, hul afhanklikes, te voorsien van mediese, chirurgiese, tandheelkundige en oftalmiese ondersoeke en behandelings, medisyne, verbande, geriewe, behandeling in hospitale of verpleeginrigtings wanneer vry beddens in 'n hospitaal, ooreenkomstig die betrokke provinsiale ordonansie, onverkrygbaar is en laasgenoemde geval dringend is; om lede te voorsien van siektebesoldiging en sodanige ander bystand en hulp as wat van tyd tot tyd deur die Mediese Komitee bepaal word en om stappe te doen vir die voorkoming van siekte en die verbetering en bevordering van die gesondheid van lede en hul afhanklikes.

(2) In verband met die verwesenliking van bogenoemde doelstellings kan die Genootskap—

(a) kontrakte aangaan met sodanige dokters, verpleegters, aptekers en ander persone as wat hy wenslik ag, asook hulle retineer of in diens neem;

(b) enige hospitaal, verpleeginrigting, herstellingsoord of 'n dergelike inrigting of enige spreekkamer of apteek instel en/of dryf;

(c) kontrakte aangaan met enige hospitaal, verpleeginrigting, herstellingsoord of 'n dergelike inrigting vir die versorging van lede en hul afhanklikes;

(d) kontrakte aangaan met enige oogkundige, tandarts, farmaseut of enige ander persoon vir die versakffing van dienste, oogkundige benodigdhede, medisyne, kunsgebitte, verband en drogerie;

(e) roerende en, behoudens die goedkeuring van die Registrateur, vaste eiendom verkry en/of geboue oprig en/of in stand hou;

(f) amalgameer of verenig met of wederkerig saamwerk met enige ander organisasie of liggaam wie se doelstellings geheel en al of gedeeltelik soortgelyk is aan dié van die Genootskap.

(3) Verder kan die Genootskap al sodanige ander dinge doen as wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstelling, of wat voortvloei uit enige van die bevoegdhede of funksies in hierdie Hoofstuk gemeld.

3. LIDMAATSKAP

(1) (a) Lidmaatskap van die Genootskap word voortgesit en is verpligtend—

(i) slegs vir lede van die Fonds voortgesit kragtens Hoofstuk II van hierdie Ooreenkoms wat lede van die vakverenigings is en in diens is by lede van die werkgewersorganisasie; en

(ii) vir leerlinge en vakleerlinge.

(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goeddunke van die Mediese Komitee, oop vir enige ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat aansoek doen om lede te word op sodanige voorwaardes rakende bydraes van die Genootskap en andersins, as wat die Mediese Komitee van tyd tot tyd voorskryf.

(2) Lidmaatskap van die Genootskap eindig sodra 'n lid die Nywerheid verlaat, ongeag enige ledegeld wat reeds betaal is.

(3) Lede wat na 20 jaar diens uit die Nywerheid tree weens hoë ouderdom of liggaamlike ongeskiktheid, soos gestaaft deur 'n mediese sertifikaat, of weduwees van oorlede lede, kan toegelaat word om steeds deel te hê aan die bystand wat die Genootskap bied, op sodanige voorwaardes rakende bydraes aan die Genootskap en andersins as wat die Mediese Komitee van tyd tot tyd voorskryf.

(4) Hierdie klousule is nie van toepassing op persone wat in die Nywerheid werksaam is en wat afhanklikes van lede van hierdie of enige ander mediese skema is nie.

and, subject to clause 5 of this Chapter, their dependant(s) with medical, surgical, dental, and ophthalmic attendance and treatment, medicines, dressing, comforts, hospital or nursing home treatment when free beds in a hospital, in terms of the relevant Provincial Ordinance, are unobtainable and the latter case is one of urgency; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Medical Committee and to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants.

(2) In connection with the attainment of the afore-mentioned objects the Society may—

(a) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;

(b) establish and/or conduct any hospital, nursing home, convalescent home or the like, or any surgery or dispensary;

(c) contract with any hospital, nursing home, convalescent home or the like for the care of members and their dependants;

(d) contract with any optician, dentist, pharmacist or any other person for the supply of services, optical requirements, medicines, dentures, dressings and drugs;

(e) acquire movable and subject to the approval of the Registrar acquire immovable property and/or erect and/or maintain buildings;

(f) amalgamate or incorporate with or work in reciprocity with any other organisation or body having objects similar in whole or in part to those of the Society.

(3) The Society may further do all such other things as are incidental or conducive to the attainment of any object, or incidental to any of the powers or functions in this Chapter.

3. MEMBERSHIP

(1) (a) Membership of the Society shall be continued and compulsory for—

(i) only members of the Fund continued in terms of Chapter II of this Agreement who are members of the trade union and who are employed by members of the employers' organisation; and

(ii) learners and apprentices.

(b) Notwithstanding the provisions of paragraph (a), membership shall further, at the discretion of the Medical Committee, be open to any other person engaged in the Industry, other than casual employees, who apply to become members, on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe.

(2) Membership of the Society shall terminate immediately a member leaves the Industry, notwithstanding any subscriptions which may have been paid.

(3) Members, who after 20 years of service, retire from the Industry owing to old age or physical inability as substantiated by a medical certificate, or widows of deceased members may be permitted to continue to participate in the benefits of the Society, on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe.

(4) The provisions of this clause shall not apply to persons who are engaged in the Industry and who are dependants of members of this or any other medical scheme.

4. LEDE SE KLAGTES

(1) Enige klag teen die Mediese Komitee of enige beampde of dienaar daarvan moet skriftelik gerig word aan die Raad wat die bevoegdheid het om 'n oordeel te vel en wie se beslissing finaal is.

(2) Klagtes teen mediese personeel moet by die Mediese Komitee ingedien word, wat op sy beurt genoemde klagtes moet verwys na 'n komitee aangestel om sodanige klagtes te ondersoek en wat bestaan uit persone uit eersgenoemde Komitee se geledere aangestel, tesame met die Hoof Mediese Beampde. Die komitee van ondersoek moet daarna sy bevindings aan die Mediese Komitee voorlê.

5. TOELATING VAN AFHANKLIKES

Ondergemelde persone moet op die voorwaardes hieronder uiteengesit as afhanklikes van 'n lid toegelaat word:

(a) 'n Lid se vrou, en 'n lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wettig aangenome en stiefkinders), behoudens sodanige bewys as wat die Mediese Komitee vereis aangaande die vraag of hulle geheel en al van sodanige lid afhanklik is;

(b) enige ander persoon wat na goeddunke van die Mediese Komitee geheel en al van 'n lid afhanklik is:

Met dien verstande dat 'n persoon in (a) en (b) hierbo bedoel—

(i) nie toegelaat word as 'n afhanklike van 'n lid nie, tensy sodanige persoon medies gekeur is tot tevredenheid van die Mediese Komitee;

(ii) wat ouderdoms- of enige ander pensioen van hoogstens die bedrag pensioen betaalbaar van tyd tot tyd deur die staat ontvang, en kinders onder die ouderdom van 18 jaar wat 'n inkomste van hoogstens die bedrag pensioen betaalbaar van tyd tot tyd deur die Staat ontvang het, na goeddunke van die Mediese Komitee, as geheel en al afhanklik geag kan word;

(iii) gewoonlik by die betrokke lid inwoon: Met dien verstande dat die Mediese Komitee in spesiale gevalle, op sodanige voorwaardes as wat hy van tyd tot tyd bepaal, persone wat nie aldus inwoon nie as afhanklikes kan toelaat.

6. LIDMAATSKAPKAARTE

(1) Aan elke lid moet 'n kaart uitgereik word as bewys van lidmaatskap. Op versoek moet hierdie kaart getoon word aan enige persoon wat aan 'n lid of afhanklike ooreenkomstig hierdie Hoofstuk dienste lewer waarvoor die Genootskap geheel en al of gedeeltelik aanspreeklik is.

(2) Lede moet die Sekretaris van die Genootskap binne 30 dae in kennis stel van—

- (a) enige verandering in die huwelikstaat van 'n lid;
- (b) die geboorte van 'n kind aan 'n lid se vrou of die wettige aanneming van 'n kind deur die lid;
- (c) die dood, die bereiking van die ouderdom van 18 jaar, of die huwelik van 'n afhanklike;
- (d) die feit dat 'n afhanklike 'n pensioen van meer as die wat van tyd tot tyd deur die Staat betaal word begin ontvang en kinders onder die ouderdom van 18 jaar wat 'n inkomste van meer as R60 per maand begin ontvang;
- (e) verandering van adres; en
- (f) verandering van paneeldokter.

(3) In die geval van (a) of (b) van subklousule (2), moet die huwelik- of geboortesertifikaat en/of bewys van wettige aanneming ingedien word.

(4) Lidmaatskapkaart moet in die eerste instansie gratis uitgereik word maar as 'n kaart verlore raak, moet R5 deur die betrokke lid aan die Genootskap vir die vervanging van die kaart betaal word.

4. MEMBERS' COMPLAINTS

(1) Any complaint against the Medical Committee or any official or servant thereof shall be made, in writing, to the Council who shall have power to adjudicate, and whose ruling shall be final.

(2) Complaints against medical personell shall be lodged with the Medical committee, which in turn shall refer the said complaints to a Committee appointed to investigate such complaints, consisting of persons appointed from the members of the first named Committee together with the Chief Medical Officer. The investigating committee shall thereupon report its findings to the Medical Committee.

5. ADMISSION OF DEPENDENTS

The following persons shall, on the conditions set out hereunder, be admitted as dependants of a member:

(a) A member's wife, and a member's children under the age of 18 years (including legally adopted and foster children) subject to such proof as the Medical Committee may required of their being wholly dependent on such member;

(b) any other person who at the discretion of the Medical Committee is wholly dependent on a member:

Provided that a person referred to in (a) and (b) above—

(i) shall not be admitted as a dependent of any member unless such person has passed a medical examination to the satisfaction of the Medical Committee;

(ii) who is in receipt of old age or any pension not exceeding the amount of pension payable by the State from time to time, and children under the age of 18 years who are in receipt of an income not exceeding the amount of pension payable by the State from time to time may, at the discretion of the Medical Committee, be considered as wholly dependent;

(iii) shall normally reside with the member concerned: Provided that in special cases the Medical Committee may, on such conditions as it may lay down from time to time, admit as dependents persons not so resident.

6. MEMBERSHIP CARDS

(1) A card shall be issued to every member as evidence of membership. This card must be produced, upon request to any person rendering services to a member or dependant in terms of the provisions of this Chapter and for which the Society may be liable in whole or in part.

(2) Members shall advise the Secretary of the Society within 30 days of—

- (a) any change in the marital status of a member;
- (b) the birth of a child to a member's wife or the legal adoption of a child by a member;
- (c) the death, the attainment of 18 years of age, or the marriage of a dependant;
- (d) a dependant becoming the recipient of a pension exceeding the amount of pension payable by the State from time to time and children under the age of 18 years who become recipients of an income exceeding R60 per month;
- (e) a change of address;
- (f) a change of panel doctor.

(3) In the case of (a) or (b) of subclause (2), the marriage or birth certificate and/or evidence of legal adoption must be produced.

(4) Membership cards shall be issued free in the first instance but if a card is lost, a fee of R5 shall be paid to the Society by the member concerned for its replacement.

(5) 'n Nuwe uitreiking van lidmaatskapkaarte kan van tyd tot tyd na goeddunke van die Komitee gedoen word.

(6) Lidmaatskapkaarte bly te alle tye die eiendom van die Genootskap en moet by beëindiging van lidmaatskap aan die Genootskap terugbesorg word.

(7) Die Genootskap moet die lid se paneeldokter in kennis stel van enige verandering in die lid se besonderhede wat kragtens subklousule 2 aan die Genootskap verstrekk is.

7. LEDEGELD

(1) Ledegeld deur verpligte lede betaal, moet kragtens klousule 4 (5) van die Hoofstuk II aan die Genootskap oorge- dra word uit die bydraes in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms bepaal, en wel as soos volg:

Lede, leerlinge en vakleerlinge wat op die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds is R10,28 per week, synde R5,14 van die led se bydraes en R5,14 van die werkgewer se bydraes, plus 'n bedrag volgens die volgende formule:

WEEKLIKSE BYDRAE

	Slegs lid	Lid plus een afhanklike	Lid plus twee afhanklikes	Lid plus drie afhanklikes	Lid plus vier of meer afhanklikes
Werknemer se bydrae.....	R0,80	R3,30	R 5,80	R 8,30	R10,80
Werkgewer se bydrae.....	R0,80	R3,30	R 5,80	R 8,30	R10,80
Totale bydrae.....	R1,60	R6,60	R11,60	R16,60	R21,60

Die bydraes bedoel in die bogenoemde formule moet aan die Raad oorbetaal word en wanneer die werkgewer sodanige bedrag betaal, moet hy 'n staat verstrekk in die vorm wat die Bestuurskomitee van tyd tot tyd voorskryf.

(2) Ledegeld van ander lede as verpligte lede moet van tyd tot tyd deur die Mediese Komitee bepaal word en is maandeliks vooruitbetaalbaar aan die Sekretaris van die Genootskap.

8. BYSTAND

(1) Ondanks andersluidende bepalings hierin, word lede en hul afhanklikes nie geregtig op enige bystand waarvoor in hierdie klousule voorsiening gemaak word nie, tensy sodanige lede minstens 13 weke lank bydraes aan die Genootskap betaal het.

(2) Van alle lede en afhanklikes wat woonagtig is binne enige gebied waarin 'n dokter deur die Mediese Komitee aangestel is, word vereis om gebruik te maak van die dienste van sodanige dokter, en van alle lede en afhanklikes word ook vereis om gebruik te maak van die dienste van aptekers met wie die Mediese Komitee 'n kontrak aangegaan het vir die opmaak van voorskrifte.

(3) Die Mediese Komitee het die bevoegdheid om te verklaar dat die behandeling van enige chroniese siekte waarvan 'n lid of afhanklike ly na behandeling van 26 weke nie langer die aanspreeklikheid van die Genootskap is nie en om bystand op te skort ten opsigte van werklose lede wat vir 'n tydperk van vier weke nie bydraes aan die Genootskap betaal het nie.

(4) Behoudens paragraaf (n) hieronder is 'n lid en sy afhanklikes op die volgende bystand geregtig:

(a) Mediese behandeling (uitgesonderd bevallings of komplikasies wat daaruit voortspuit);

(5) A new issue of membership cards may be made from time to time at the discretion of the Committee.

(6) Membership cards remain the property of the Society at all times and must be surrendered to the Society on termination of membership.

(7) The Society shall advise the member's panel doctor of any change in the member's particulars supplied to the Society in terms of subclause (2).

7. SUBSCRIPTIONS

(1) Subscriptions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II as follows:

Members, learners and apprentices who are members of the Fund as at the date upon which this Agreement comes into operation R10,28 per week, made up of R5,14 from the contributions of the member and R5,14 from the contributions of the employer, plus an amount as per the following formula:

WEEKLY CONTRIBUTIONS

	Member only	Member plus one dependant	Member plus two dependants	Member plus three dependants	Member plus four dependants or more
Employee contribution	R1,80	R3,30	R 5,80	R 8,30	R10,80
Employer contribution	R0,80	R3,30	R 5,80	R 8,30	R10,80
Total contribution	R1,60	R6,60	R11,60	R16,60	R21,60

The contributions referred to in the above-mentioned formula shall be paid to the Council, and when such payment is made, the employer shall furnish a statement in the form specified by the Management Committee from time to time.

(2) Subscriptions by other than compulsory members shall be determined from time to time by the Medical Committee and shall be payable monthly in advance to the Secretary of the Society.

8. BENEFITS

(1) Notwithstanding anything herein contained, members and their dependants shall not become entitled to any of the benefits provided for in this clause unless such members have contributed not less than 13 weeks contribution to the Society.

(2) All members and dependants who are resident within any area in which a doctor has been appointed by the Medical Committee shall be required to utilise the services of such doctor, and all members and dependants shall also be required to utilise the services of chemists with whom the Medical Committee has contracted for the dispensing of prescriptions.

(3) The Medical Committee shall have the power to declare the treatment of any chronic ailment from which a member of dependant is suffering to be no longer a liability of the Society after a period of 26 weeks of treatment and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of four weeks.

(4) A members and his dependants shall, subject to the provisions of paragraph (n) hereunder, be entitled to the following benefits;

(a) Medical attendance (excluding confinements or complications arising therefrom);

(b) spesialisdienste (uitgesonderd verloskundige dienste), met die toestemming van die Hoof-mediese Beamppte van die Genootskap of sy plaasvervanger;

(c) operasies (as dit uitgevoer word deur die Genootskap se chirurgie of met hul toestemming), maar uitgesonderd operasies gemeld in klousule 10 van hierdie Deel van die Ooreenkoms;

(d) mediese verbande en sodanige medisyne en/of drogerye waarvoor die Mediese Komitee besluit: Met dien verstande dat die lid 15 persent van die totale koste van sodanige medisyne en drogerye of R5, naamlik die grootste bedrag, betaal;

(e) oogkundige dienste, uitgesonderd dié in paragraaf (i) bepaal, soos die Mediese Komitee besluit;

(f) na die uitsluitlike goeddunke van die Mediese Komitee, 'n *ex gratia*-bydrae tot mediese koste—

(i) terwyl hulle in enige provinsie van die Republiek van Suid-Afrika reis, of

(ii) terwyl hulle tydelik woon in 'n ander gebied as die gebied waarin hulle gewoonlik woonagtig is;

(g) akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal onverkrygbaar is);

(h) sodanige ander dienste as wat om tyd tot tyd deur die Mediese Komitee ingestel word;

(i) siektebesoldiging in die geval van 'n lid slegs kragtens klousule 9 van hierdie Hoofstuk;

(j) koste van brille, behoudens 'n maksimum van R200 een maal elke twee jaar ten opsigte van die lense en R50 ten opsigte van die eerste raam, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;

(k) koste van kunsgebite, behoudens 'n maksimum van R400 een maal elke vyf jaar, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;

(l) koste van tandheelkundige ondersoek, behandeling en chirurgie, behoudens 'n maksimum van R200 per jaar, maar slegs indien die lid minstens een jaar tot die Siektebystandsgenootskap bygedra het;

(m) **Spesiale Bystand:** Ondanks hierdie klousule, kan die Bestuurskomitee in verdienstelike gevalle na goeddunke *ex gratia*-betalings tot 'n maksimum van R200 per lid per jaar aan lede maak op die voorwaardes wat hy bepaal;

(n) Die maksimum jaarlikse bystand ten opsigte van afhanklikes wat nie gewoonlik by die betrokke lid inwoon nie en wat behoudens klousules 5 (b) (iii) as afhanklikes toege laat word, moet van tyd tot tyd deur die Mediese Komitee bepaal word;

(o) fisioterapie (na-operatief), ortopediese benodigdhede, suurstof, spraakterapie en chirurgiese toestelle onderworpe aan 'n maksimum van R200 per jaar;

(p) 'n kraamvoordeel tot 'n maksimum van R200 per jaar, onderworpe aan die voorlegging van gesertifiseerde rekenings en 'n geregistreerde geboortesertifikaat, op voorwaarde dat die lid bygedra het tot die Siektebystandsgenootskap vir minstens 52 agtereenvolgende weke;

(q) koste van 'n gehoor toestel, onderworpe aan 'n maksimum van R750 een maal in vyf jaar, op voorwaarde dat die lid bygedra het tot die Siektebystandsgenootskap vir minstens 260 agtereenvolgende weke.

(5) Die aanspreeklikheid van die Siektebystandsgenootskap vir enige koste vir enige mediese dienste en/of behandeling en/of prosedures en/of ondersoeke en/of hospitalisasie is beperk tot die skaal van voordele soos voorgeskryf kragtens die Wet op Mediese Skemas, Wet 27 van 1967, soos gewysig van tyd tot tyd, of die skaal van voordele en/of eenheidtariewe soos aanbeveel deur die Verteenwoordigende Vereniging van Mediese Skemas.

(b) specialists' services (excluding obstetrics), with the consent of the Chief Medical Officer of the Society, or his deputy;

(c) operations (if performed by the Society's surgeons or with their approval), but excluding operations referred to in clause 10 of this Part of the Agreement;

(d) medical dressings and such medicines and/or drugs as may be decided up by the Medical Committee: Provided that the member shall pay 15 per centum of the total cost of such medicines and drugs or R5, whichever amount is the greater;

(e) optical services other than those provided for in paragraph (j), as may be decided by the Medical Committee;

(f) at the entire discretion of the Medical Committee, to an *ex gratia* contribution towards medical expenses—

(i) whilst journeying in any province of the Republic of South Africa, or

(ii) whilst temporarily resident in an area other than the area where he is usually resident;

(g) hospital and nursing home accommodation (when the case is one of urgency and free beds in a hospital are unobtainable);

(h) such other services as may from time to time be introduced by the Medical Committee;

(i) sick pay in the case of a member only in terms of clause 9 of this Chapter;

(j) cost of spectacles, subject to a maximum of R200 once every two years for the lenses and R50 for the first frame only, provided the member has contributed to the Sick Benefit Society for at least one year;

(k) cost of dentures, subject to a maximum of R400 once every five years, provided the member has contributed to the Sick Benefit Society for at least one year;

(l) cost of dental examination, treatment and surgery, subject to a maximum of R200 per annum, provided a member has contributed to the Sick Benefit Society for at least one year;

(m) **Special Benefits:** Notwithstanding anything contained in this clause, the Management Committee may at its discretion make *ex gratia* payments to members on such terms and conditions as it may determine, in deserving cases, up to a maximum of R200 per member per year;

(n) the maximum annual benefits in respect of dependants who do not normally reside with the member and who have been admitted as dependants in terms of clause 5 (b) (iii), shall be determined by the Medical Committee from time to time;

(o) physiotherapy (post-operative), orthopaedic supplies, oxygen, speech therapy and surgical appliances, subject to a maximum of R200 per annum;

(p) a maternity benefit up to a maximum of R200 per annum, subject to the production of certified accounts and a registered birth certificate, provided a member has contributed to the Sick Benefit Society for at least 52 consecutive weeks;

(q) cost of a hearing aid, subject to a maximum of R750 once in five years, provided the member has contributed to the Sick Benefit Society for at least 260 consecutive weeks.

(5) The liability of the Sick Benefit Society for any costs for any medical services and/or treatments and/or procedures and/or investigation and/or hospitalisation shall be limited to the scale of benefits as prescribed in terms of the Medical Schemes Act, Act 27 of 1967, as amended from time to time; or the scale of benefits and/or unit tariffs recommended by the Representative Association of Medical Schemes.

9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk weg te bly, is, behoudens klousules 3 en 5 van die regulasies, geregtig op siektebesoldiging gedurende enige 12 kalendermaande soos in onderstaande tabel uiteengesit, gedurende die eerste vyf gewone werkdade van sodanige afwesigheid: Met dien verstande dat 'n mediese sertifikaat vir die eerste vyf dae van afwesigheid deur dieselfde mediese praktisyn uitgereik word:

SIEKTEBESOLDIGING WAT BETAAL MOET WORD

Tydperk van siekte	Siektebesoldiging
Een dag.....	Nul
Twee dae.....	Nul
Drie dae.....	R10,00
Vier dae.....	R20,00
Vyf dae.....	R50,00
Daarna.....	R10,00 per dag tot 'n maksimum van 40 dae per jaar.

As 'n lid se tydperk van afwesigheid weens siekte langer as vyf werkdade duur, moet hy siektebesoldiging betaal word vir elke werkdag van afwesigheid weens siekte, van hoogstens 'n verdere 35 werkdade teen die dagtarief van R10,00.

Lede kwalifiseer nie vir siektebesoldiging nie wanneer hulle ongeskik vir werk is as gevolg van 'n besering op diens, 'n motorongeluk of enige ander uitgesluite voordeel soos in klousule 10 hierna gelys.

Vir die berekening van siektebesoldiging word Saterdag en Sondae en openbare vakansiedae met besoldiging nie as werkdade geag nie.

Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike dokter-sertifikaat insake siektebesoldiging en eisvorm.

(2) Ondanks subklousule (1) kan die Bestuurskomitee in verdienstelike gevalle na goeie dunde *ex gratia*-betalings vir siektebesoldiging vir 'n verdere tydperk van 40 dae aan lede maak op die voorwaardes wat hy bepaal."

10. BEPERKING VAN BYSTAND

(1) Sonder benadeling van klousules 8 en 9 van hierdie Hoofstuk is diens wat deur lede en hul afhanklikes vereis word in verband met enigeen van die volgende nie 'n aanspreeklikheid van die Genootskap nie:

(a) Enige siekte wat voortspruit uit wanordelike gedrag, wangedrag, oormatige gebruik van alkohol of sterk drank, of misbruik van drogerie of iets dergelyks;

(b) voortdurende van siekte in gevalle waar 'n lid of afhanklike weier om enige redelike opdrag of aanbeveling van sy mediese dokter na te kom;

(c) enige toevallige of opsetlike besering wat na die mening van die Mediese Komitee nie die Genootskap ten laste behoort te kom nie, of enige toevallige of opsetlike besering waarvoor 'n derde party aanspreeklik is vir die betaling van vergoeding en dit wel betaal, of wat deur versekering gedek is, tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;

(d) beserings as gevolg van aanraking of motorongelukke waar 'n gesertifiseerde polisierslag nie aan die Genootskap voorgelê word nie;

(e) beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, vir sover 'n werkgewer voorsiening vir behandeling maak;

(f) siekte tydens militêre diens of waarvoor die militêre owerhede verantwoordelikheid aanvaar het;

(g) operasies uit eie keuse;

9. SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work shall, subject to clauses 3 and 5 of the regulations, be entitled to sick pay during any 12 calendar months as laid down in the following table during the first five ordinary working days of such absence: Provided that a medical certificate for the first five days of absence shall be issued by the same medical practitioner:

AMOUNT OF SICK PAY TO BE PAID

Period of illness	Sick pay
One day.....	Nil
Two days.....	Nil
Three days.....	R10,00
Four days.....	R20,00
Five days.....	R50,00
Thereafter.....	R10,00 per day to a maximum of 40 days per annum.

Should a member's period of absence through sickness exceed five working days, he shall be paid sick pay for each working day of absence through sickness not exceeding a further 35 working days at the daily rate of R10,00.

Members shall not qualify for sick pay when unfit for work due to an injury on duty, motor vehicle accident or any other excluded benefit contained in clause 10.

Saturday and Sunday and paid public holidays shall for purposes of sick pay calculations not be considered to be working days.

Sick pay shall only be payable to a member upon presentation to the Society of a completed official sick pay medical certificate and claim form.

(2) Notwithstanding the provisions of subclause (1), the Management Committee may at its discretion make *ex-gratia* sick pay payments to members on such terms and conditions as it may determine, in deserving cases, for a further period of forty days.

10. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 8 and 9 of this Chapter, services required by members and their dependants in connection with any of the following shall not be a liability of the Society:

(a) Any sickness arising out of disorderly behaviour, misconduct, indulgence in alcohol or intoxicating liquor, or the misuse of drugs or the like;

(b) continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant;

(c) any accidental or wilful injury which, in the opinion of the Medical Committee, should not be a charge upon the Society or any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance, to the extent of such compensation or cover, as the case may be;

(d) injuries arising from assaults or motor accidents where a certified police report is not submitted to the Society;

(e) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;

(f) sickness whilst on military service or for which the military authorities have accepted responsibility;

(g) operations of choice;

(h) die verskaffing van patentmedisyne en/of enige ander medisyne en/of antibiotika en/of nasorgdienste en/of voor-komende behandeling soos deur die Mediese Komitee bepaal word;

(i) spesiale behandelings wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel word;

(j) kraam- en/of verloskundige gevalle en/of sekswela;

(k) geestesiektes en/of psigiatriese behandeling;

(l) geslagsiektes en/of enige seksueel oordraagbare siektes;

(m) operasies en/of prosedures en/of orgaan-oorplantings en/of ondersoeke wat na die mening van die Mediese Komitee onredelike onkoste vir die Genootskap sal beteken;

(n) rekenings wat meer as vier maande na die datum waarop die aanspreeklikheid aangegaan is, vir betaling voorgelê word.

(o) enige siekte of ongesteldheid waaraan, na die mening van die Mediese Komitee na oorlegpleging met die Hoof Medies Beampste, 'n lid en/of sy afhanklikes ly op die datum Mediese Beampste, 'n lid en/of sy afhanklikes ly op die datum van toelating as 'n lid of afhanklike, na gelang van die geval.

(2) As die bedrag in die krediet van die Genootskap benede een derde van die vorige jaar se jaarlikse uitgawes aan bystand aan lede, of R10 000, daal naamlik die grootste bedrag, word betalings kragtens klousule 8 van hierdie Hoofstuk gestaak en word dit nie hervat nie voordat die bedrag in die krediet van die Genootskap groter is as die waarde van die eise ter hand, plus R10 000, of een derde van die vorige jaar se jaarlikse uitgawes aan bystand, naamlik die grootste bedrag.

11. MEDIESE BEHANDELING

Die Mediese Komitee kan te eniger tyd vereis dat 'n lid of enigeen van sy afhanklikes 'n mediese ondersoek ondergaan op koste van die Genootskap deur enige dokter wat die Komitee benoem.

12. BESTUUR

(1) Die administrasie en beheer van die Genootskap berus by 'n Mediese Komitee waarvan die lede deur die Raad aangestel word. Die sekretaris van die Genootskap word deur die Raad of in 'n ere- of in 'n besoldigde hoedanigheid kragtens klousule 4 van Hoofstuk I aangestel.

(2) Die Mediese Komitee bestaan uit ses lede of plaasvervangers van die Raad (van wie drie werknemer- en drie werkgewervertreterwoordigers moet wees) en die Voorsitter en Ondervoorsitter van die Raad, wat *ipso facto* Voorsitter en Ondervoorsitter en die Mediese Komitee is.

(3) Die Raad kies uit sy lede of plaasvervangers, plaasvervangers vir die vernaamste verteenwoordigers van die Mediese Komitee wat hy aangestel het.

(4) Lede en plaasvervangers in die Mediese Komitee, beklee hul amp vir 'n tydperk van 12 maande, waarna hulle heraangestel kan word.

(5) As 'n geskil te eniger tyd ontstaan oor die administrasie van die Genootskap waarvoor lede van die Mediese Komitee gelykop verdeel is, moet die saak vir beslissing na die Raad verwys word.

13. BEVOEGDHEDE EN PLIGTE VAN DIE MEDIESE KOMITEE

Die Mediese Komitee bepaal die beleid van die Genootskap en administreer die algemene sake en werksaamhede van die Genootskap ooreenkomstig die bepalinge van hierdie Hoofstuk en by die uitoefening van hierdie funksies doen die Mediese Komitee al sodanige stappe as wat hy nodig ag, of wat hy beskou as bevorderlik vir of wat hom sal help by die bereiking van sodanige doelstelling. In die besonder kan die Mediese Komitee—

(a) van tyd tot tyd soveel geld van die Genootskap belê as wat nie onmiddellik nodig is om die verpligtings van die Genootskap na te kom nie, op die wyse voorgeskryf in klousule 2 (6) van Hoofstuk II; en

(h) the supply of patent medicines and/or any other medicines and/or antibiotics and/or after-care services and/or preventative treatments as may be determined by the Medical Committee;

(i) special treatments recommended by persons other than a registered medical practitioner;

(j) maternity and/or obstetrical cases and/or sequela;

(k) mental ailments and/or psychiatric treatment;

(l) venereal disease and/or any sexually transmitted disease;

(m) operations and/or procedures and/or organ transplants and/or investigations which in the opinion of the Medical Committee will involve the Society in unreasonable expense;

(n) accounts submitted for payment more than four months after the date on which such liabilities were incurred; or

(o) any ailment or condition which, in the opinion of the Medical Committee, after consultation with the Chief Medical Officer, a member and/or his dependants are suffering from as at the date of admission as a member or dependant, as the case may be

(2) If at any time the amount to the credit of the Society drops below a third of the previous year's annual expenditure on benefits to members, or R10 000, whichever amount is the greater, payments in terms of clause 8 of this Chapter shall cease and shall not be resumed until the amount to the credit of the Society exceeds the value of the claims on hand, plus R10 000 or a third of the previous year's annual expenditure on benefits, whichever is the greater amount.

11. MEDICAL TREATMENT

The Medical Committee may at any time require a member or any of his dependants to undergo a medical examination at the Society's expense by any doctor which it may nominate.

12. MANAGEMENT

(1) The administration and control of the Society shall be vested in a Medical Committee, the members of which shall be appointed by the Council. The Secretary of the Society shall be appointed by the Council in terms of clause 4 of Chapter 1, either in an honorary or a paid capacity.

(2) The Medical Committee shall consist of six members or alternates of the Council (three of whom shall be employee representatives and three employer representatives), and the Chairman and Vice-Chairman of the Council who shall *ipso facto* be the Chairman and Vice-Chairman of the Medical Committee.

(3) The Council shall choose, from amongst its members or alternates to the principal members of the Medical Committee which it has appointed.

(4) Members and alternates of the Medical Committee shall hold office for a period of 12 months, whereafter they shall be eligible for reappointment.

(5) Should a dispute arise at any time as to the administration of the Society in regard to which members of the Medical Committee are equally divided, the matter shall be referred to the Council for a decision.

13. POWERS AND DUTIES OF THE MEDICAL COMMITTEE

The Medical Committee shall direct the policy of the Society and administer the general business and activities of the Society, in accordance with the provisions of this Chapter and, in so doing, the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object. In particular the Medical Committee may—

(a) from time to time invest so much of the moneys of the Society as are not immediately required to meet the obligations of the Society, in the manner prescribed in clause 2 (6) of Chapter II; and

(b) enige bates van die Genootskap te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(c) enige lid van lidmaatskap van die Genootskap onthef of skors—

(i) as hy skriftelik aansoek om sodanige ontheffing doen; of

(ii) as dit in belang van die Genootskap is.

14. FINANSIËLE BEHEER

(1) 'n Bankrekening moet by die Raad se bankiers op naam van die Genootskap geopen word. Die Mediese Komitee het die bevoegdheid om sodanige ander bankrekenings as wat hy van tyd tot tyd nodig ag, op naam van die Genootskap te open en daarop te werk en moet die persone aangewys wat gemagtig is om op enigiens van die Genootskap se bankrekenings te werk.

(2) Alle geld wat aan die Genootskap betaal word, moet sonder versuim in een van die Genootskap se bankrekenings inbetaal word.

(3) Alle koste wat aangegaan word in verband met die administrasie van die Genootskap kom ten laste van die Genootskap.

(4) Alle geld wat nie nodig is om lopende betalings en uitgawes te dek nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II.

(5) Die boekjaar van die Genootskap sluit op 30 September elke jaar.

(6) So spoedig doenlik na 30 September elke jaar moet die Mediese Komitee 'n staat laat opstel van alle inkomste en uitgawes van die Genootskap en 'n balansstaat wat die bates en laste toon vir die tydperk van 12 maande geëindig 30 September, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Genootskap medeonderteken en tesame met enige verslag deur die ouditeur daarvoor aan die Raad voorgelê moet word.

(7) Die geauditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van die Departement van Mannekrag, Pretoria, voorgelê word.

15. LIKWIDERING VAN DIE GENOOTSAP

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Genootskap voort te sit of indien die Genootskap nie binne 12 maande na die genoemde datum van verstryking deur die Raad na enige ander fonds oorgedra word wat vir dieselfde doel ingestel is nie, moet met die Genootskap gehandel word op die wyse in subklousule (3) bepaal. Die Genootskap moet gedurende gemelde tydperk van 12 maande deur die Mediese Komitee geadministreer word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Genootskap steeds deur die Mediese Komitee geadministreer word. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit werkers en werknemers in die Nywerheid. Ingeval die Mediese Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Genootskap, na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Genootskap of 'n besoldigde beampte van die vakvereniging is en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan, en tesame

(b) realise, sell or otherwise dispose of or deal with any of the assets of the Society;

(c) remove or suspend any member from membership of the Society—

(i) if he applies in writing for such removal, or

(ii) if it is in the interest of the Society.

14. FINANCIAL CONTROL

(1) A banking account shall be opened with the Council's bankers in the name of the Society. The Medical Committee shall have the power to open and operate such other banking accounts in the name of the Society as it may deem necessary from time to time and shall designate the persons authorised to operate upon any of the Society's banking accounts.

(2) All moneys paid to the Society shall be paid into one of the Society's banking accounts without delay.

(3) All expenses incurred in connection with the administration of the Society shall be a charge against the Society.

(4) Any moneys not required to meet current payments and expenses shall be invested in the manner prescribed in clause 2 (6) of Chapter II.

(5) The financial year of the Society shall end on 30 September of each year.

(6) As soon as possible after 30 September of each year, the Medical Committee shall cause to be prepared a statement of all revenue and expenditure of the Society and a balance sheet showing the assets and liabilities in respect of the period of 12 months ended 30 September, which shall be certified by the auditor and countersigned by the Chairman of the Society and submitted together with any report by the auditor thereon to the Council.

(7) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby be submitted to the Director-General of the Department of Manpower, Pretoria.

15. LIQUIDATION OF THE SOCIETY

(1) In the event of the expiry of this Agreement by the effluxion of time or cessation for any other cause and no subsequent agreement being negotiated for the purpose of continuing the operation of the Society or the Society not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Society shall be dealt with in the matter provided for in subclause (3). The Society shall during the said period of 12 months be administered by the Medical Committee.

(2) In the event of the dissolution of the council or in the event of its ceasing to function during any period during which this Agreement is binding in terms of section 34 (2) of the Act, the Society shall continue to be administered by the Medical Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry. In the event of the Medical Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the society impracticable or undesirable in the opinion of the Registrar he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Society of a paid official of the trade union and the other being a member of the employers' organisation or unpaid official thereof and these per-

is hierdie persone die trustees by wie die bevoegdhede, regte en pligte van die Mediese Komitee berus. Ingeval daar geen Raad bestaan wanneer die Ooreenkoms verstryk nie, moet daar met die Genootskap gehandel word soos in subklousule (3) bepaal.

(3) (a) Die Mediese Komitee of trustees, na gelang van die geval, moet, na verstryking van die tydperk van 12 maande in subklousule (1) bedoel, of na verstryking van die Ooreenkoms ingevolge subklousule (2), steeds die Genootskap administreer en bystand verskaf aan lede, uitgesonderd siektebesoldiging bepaal in klousule 9, asof die Ooreenkoms nog van krag was, tot tyd en wyl die geld in die krediet van die Genootskap tot die bedrag daal wat in klousule 10 (2) van hierdie Hoofstuk gespesifiseer word, en as dit gebeur, moet die Genootskap ingevolge paragraaf (b) deur die Mediese Komitee of die trustee, na gelang van die geval gelikwider word.

(b) Ingeval die Genootskap kragtens hierdie subklousule gelikwider word, moet enige bedrag wat oorbly na die betaling van alle krediteure, laste en skulde van die Genootskap, aan die vakvereniging, betaal word, in verhouding met die bedrag van bydraes oorgedra ten opsigte van lede van die vakvereniging om hulle te help om weer 'n siektebystandskema in te stel. As die vakvereniging nie meer bestaan nie, moet daar oor die geld wat aan hulle kragtens hierdie subklousule betaal moet word, beskik word ooreenkomstig die bepalings van artikel 13 van die Wet asof dit deel van die bates van die vakverenigings uitmaak.

(4) As die Mediese Komitee, trustees of die vakvereniging enige redelike grond daarvoor het dat die Genootskap te eniger tyd gedurende die administrasie van die Genootskap kragtens subklousule (3) (a) ontbind moet word, moet die Genootskap, ondanks subklousule (3) (a), gelikwider word op die wyse in subklousule (3) (b) uiteengesit.

HOOFSTUK IV

1. DIE STERFTE- EN ONGESKIKTHEIDSKEMA VIR TRANSVAALSE MEUBEL- EN BEDDEGOEDWERKERS

(1) Die Vereniging voorheen bekend as die Sterftebystandsvereniging vir Transvaalse Meubelwerkers, ingestel by Goewermentskennissgewing R. 1682 van 19 Oktober 1962, die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers, ingestel by Goewermentskennissgewing R. 1946 van 30 November 1962, die Begrafnisgenootskap voorheen bekend as die Begrafnisgenootskap vir Transvaalse Meubelwerkers, ingestel by Goewermentskennissgewing R. 1354 van 22 Junie 1979, en die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers, ingestel by Goewermentskennissgewing R. 1353 van 22 Junie 1979, herbekragtig by Goewermentskennissgewing R. 3043 van 4 Januarie 1991, en nou genoem die Sterfte- en Ongeskiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers, word hierby saamgesmelt, ingelyf en voortgesit.

(2) Die geld van die Skema bestaan uit—

(a) geld oorgedra na die Skema kragtens klousule 4 (5) (b) van Hoofstuk II van hierdie Ooreenkoms;

(b) rente verkry uit die beleggings van geld van die Skema;

(c) geld wat tot die krediet is van enige belegging/s en rente daarop verdien, voorheen gehou in die naam van die Sterftebystandsvereniging vir Transvaalse Meubelwerkers en/of die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers en/of die Begrafnisgenootskap vir Transvaalse Meubelwerkers en/of die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers, wat aan die Skema gesedeer is; en

(d) enige ander geld waarop die Skema geregtig word of wat aan die Skema geskenk word.

sons together shall be the trustees in whom the powers, rights and duties of the Medical Committee shall vest. If there is no council in existence upon the expiry of this Agreement, the society shall be dealt with in the manner provided for in subclause (3).

(3) (a) The Medical committee or trustees, as the case may be, shall after the expiry of the 12-month period referred to in subclause (1) or after the expiry of the Agreement in terms of subclause (2), continue to administer the Society and provide benefits to members, excluding sick pay provided for in clause 9, as if the Agreement remained in operation, until such time as the moneys standing to the credit of the Society fall to the amount specified in clause 10 (2) of this chapter, in which event the Society shall be liquidated by the Medical Committee or the trustees, as the case may be, in terms of paragraph (b).

(b) In the event of the liquidation of the Society in terms of this subclause, any amount left over after payments of all creditors, liabilities and debts of the Society shall be paid to the trade union in proportion to the amount of contributions diverted in respect of members of the trade union, to assist them in the re-establishment of a sick benefit scheme. Should the trade union no longer be in existence, the moneys to be paid over in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though it formed part of the assets of the trade union.

(4) Should the Medical Committee, trustees or the trade unions have any reasonable cause for the Society to be dissolved at any time during the administration of the Society in terms of subclause (3) (a), the Society shall, notwithstanding the provisions of subclause (3) (a), be liquidated in the manner set out in subclause (3) (b).

CHAPTER IV

1. THE TRANSVAAL FURNITURE AND BEDDING WORKERS' DEATH AND DISABILITY SCHEME

(1) The Association, previously known as the Transvaal Furniture Workers' Mortality Association, established in terms of Government Notice R. 1682 of 19 October 1962, and the Transvaal Bedding Workers' Mortality Association, established in terms of Government Notice R. 1946 of 30 November 1962, and the Burial Society, previously known as the Transvaal Furniture Workers' Burial Society, established in terms of Government Notice R. 1354 of 22 June 1979, and the Transvaal Bedding Workers' Burial Society, established in terms of Government Notice R. 1353 of 22 June 1979, re-enacted in terms of Government Notice R. 3043 of 4 January 1991 and now styled the Transvaal Furniture and Bedding Workers' Death and Disability Scheme, is hereby amalgamated, incorporated and continued.

(2) The moneys of the Scheme shall consist of—

(a) moneys diverted to the Scheme in terms of clause 4 (5) (b) of Chapter II of this Agreement;

(b) interest derived from the investment of any moneys of the Scheme;

(c) moneys standing to the credit of any investment/s and interest derived therefrom, previously held in the name of the Transvaal Furniture Workers' Mortality Association and/or the Transvaal Bedding Workers' Mortality Association and/or the Transvaal Furniture Workers' Burial Society and/or the Transvaal Bedding Workers' Burial Society, which have been ceded to the Scheme; and

(d) any other moneys to which the Scheme may become entitled or which may be donated to the Scheme.

2. DOELSTELLINGS

(1) Die doelstelling van die Skema is om voorsiening te maak vir voordele vir 'n lid en/of afhanklikes van die lid in die geval van die afsterwe van die lid en/of sy/haar afhanklikes en/of die lid se mediese ongeskiktheid, soos omskryf in enige ooreenkoms gesluit met 'n versekeringsmaatskappy of -maatskappye.

Vir die doeleindes van hierdie Hoofstuk beteken "afhanklike", met betrekking tot 'n lid, na uitsluitlike goeddunke van die Komitee, een of meer van die volgende:

(a) Gade; en/of

(b) ongetroude minderjarige kind en/of ongetroude minderjarige stiefkind en/of ongetroude minderjarige aangenome kind, buite-egtelike kind, en/of 'n afhanklike onder die ouderdom van 25 jaar wat 'n voltydse student aan 'n erkende opvoedkundige inrigting is, en/of

(c) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat die Komitee oortuig dat hy aldus afhanklik is;

(d) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (1) (a) of (b) of (c) genoem, die benoeming van 'n begunstigde as ongelidig beskou moet word.

(2) Behoudens die goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklikes van die afgestorwe lid ingevolge hierdie klousule is, finaal.

3. SPESIALE BEPALINGS

(1) Die bepalings van klousules 2, 3 (3), 5 (1), (2) en (3) en 6 (1) en (2) van die vorige Sterftbystandsvereniging vir Transvaalse Meubelwerkers en die Sterftbystandsvereniging vir Transvaalse Beddegoedwerkers, en klousules 2, 3 (3), 5 en 6 van die vorige Begrafnisgenootskap vir Transvaalse Meubelwerkers en die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers bedoel in klousule 1 (1) van hierdie Hoofstuk, is van toepassing op lede en/of afhanklikes wat afgetree het uit die Nywerheid as gevolg van hoë ouderdom of swak gesondheid of wat die ouderdom van 65 jaar bereik het voor of op 1 Oktober 1988.

4. LIDMAATSKAP

(1) (a) Lidmaatskap van die Skema word voortgesit en is verpligtend—

(i) slegs vir lede van die Fonds voortgesit kragtens Hoofstuk II, wat nog nie die ouderdom van 65 jaar op 1 Oktober 1988 bereik het nie, en wat lede van die vakvereniging is en in diens is by lede van die werkgewersorganisasie; en

(ii) vakleerlinge en leerlinge.

(b) Ondanks paragraaf (a) staan lidmaatskap verder, na goeddunke van die Bestuurskomitee, oop vir enige ander persoon wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat aansoek doen om lede te word, op sodanige voorwaardes rakende bydraes tot die Skema en andersins as wat die Bestuurskomitee van tyd tot tyd voorskryf.

(2) Behoudens subklousule (3) eindig lidmaatskap van die Skema—

(a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of

(b) wanneer 'n lid sy bande met die Nywerheid verbreek. Indien lidmaatskap aldus eindig, is die voormalige lid en die afhanklike/s van sodanige voormalige lid dan nie geregtig nie op die voordele voorgeskryf in enige ooreenkoms of ooreenkomste aangaan kragtens klousule 9 (2) (b) van hierdie Hoofstuk.

2. OBJECTIVES

(1) The objective of the Scheme shall be to provide for benefits for a member and/or the dependants of the member in the event of the death of the member and/or his dependants and/or the disablement of the member, as defined in any agreement entered into with an insurance company or companies.

For the purposes of this Chapter "dependant" in relation to a member shall, at the sole discretion of the Committee, mean any one or more of the following:

(a) Spouse; and/or

(b) unmarried minor child and/or unmarried minor step-child and/or unmarried adopted minor child, illegitimate child, and/or a dependant under the age of 25 years who is a full-time student at a recognised educational institution; and/or

(c) any other person who is wholly dependent upon such member, and who satisfies the Committee that he is so dependent; and/or

(d) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (1) (a) or (b) or (c) be established, the nomination of a beneficiary shall be deemed invalid.

(2) The Committee's decision as to who the dependants of the deceased member are in terms of this clause, shall, subject to the approval of the Council, be final.

3. SPECIAL PROVISIONS

(1) The provisions of clauses 2, 3 (3), 5 (1), (2) and (3) and 6 (1) and (2) of the former Transvaal Furniture Workers' Mortality Association and the Transvaal Bedding Workers' Mortality Benefit Association, and clauses 2, 3 (3), 5 and 6 of the former Transvaal Furniture Workers' Burial Society and the Transvaal Bedding Workers' Burial Society referred to in clause 1 (1) of this Chapter shall apply to members and/or dependants who retired from the Industry owing to old age or ill-health or who had reached the age of 65 years on or before 1 October 1988.

4. MEMBERSHIP

(1) (a) Membership of the Scheme shall be continued and be compulsory for—

(i) members only of the Fund continued in terms of Chapter II who had not reached the age of 65 years on 1 October 1988 and who are members of the trade union and who are employed by members of the employers' organisation; and

(ii) apprentices and learners.

(b) Notwithstanding paragraph (a), membership shall further, at the discretion of the Management Committee, be open to any person engaged in the Industry, other than casual employees, who apply to become members, on such terms and conditions regarding contributions to the Scheme and otherwise as the Management Committee may from time to time prescribe.

(2) Subject to subclause (3), membership of the Scheme shall cease—

(a) immediately upon cessation of contributions in respect of such member; or

(b) when a member severs his connection with the Industry. Should membership so cease the former member and the dependant/s of such former member shall not be entitled to the benefits prescribed by any agreement or agreements entered into in terms of clause 9 (2) (b) of this Chapter.

(3) Ondanks andersluitende bepalings in subklousule (2) hiervan eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—

- (a) die bereiking deur 'n lid van die leeftyd van 65 jaar;
- (b) die onvermoë van 'n lid om te werk weens swak gesondheid;
- (c) korttyd.

5. LEDEGELD

(1) (a) Die ledegeld wat betaalbaar is ten opsigte van elke verpligte lid is R2,70 per week en moet—

ten opsigte van 'n lid bedoel in klousule 4 (1) (a) van hierdie Hoofstuk in gelyke dele oorgedra word kragtens klousule 4 (5) van Hoofstuk II, uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II voorgeskryf word.

(b) Ten opsigte van 'n lid bedoel in klousule 4 (1) (b) van hierdie Hoofstuk, is die ledegeld R11,00 per maand.

6. BETALING VAN VOORDELE

Betaling van voordele geskied ooreenkomstig die bepalings van die ooreenkoms of ooreenkomste aangaan kragtens klousule 9 (2) (b) van hierdie Hoofstuk.

7. BEPERKING VAN VOORDELE

Geen betaling mag ingevolge klousule 6 van hierdie Hoofstuk gedoen word nie tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van afsterwe van die betrokke lid of afhanklike of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van afsterwe van die betrokke lid of afhanklike) wat die Komitee kan toelaat as hy daarvan oortuig is dat die vertraging van die aansoek veroorsaak is deur omstandighede buite die beheer van die applikant.

8. ADMINISTRASIE VAN DIE SKEMA

(1) Die administrasie van die Skema berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertreterwoorders en drie werknemervertreterwoorders wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke werkgewer moet die sekretaris in kennis stel van die dood van enige lid in sy diens. Nadat hy inligting uit enige bron van die dood van 'n lid ontvang het, moet die sekretaris so gou doenlik die afhanklike per brief of omsendbrief daarvan verwittig, met vermelding van die jongs bekende werkplek van die oorlede bydraer, asook die feit dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongste bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die gestorwe lid en die bekende naam/name van afhanklikes en hul jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvordering op aansoek deur die afhanklikes by 'n adres wat uitdruklik deur die Komitee gemeld word.

(3) Notwithstanding anything to the contrary contained in subclause (2) hereof, membership shall not cease where the cessation of contributions is occasioned by—

- (a) a member attaining the age of 65 years;
- (b) the inability of the member to work because of ill-health;
- (c) short-time.

5. SUBSCRIPTIONS

(1) (a) The subscriptions payable in respect of each compulsory member shall be R2,70 per week and shall in respect of a member referred to in clause 4 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter II from the contributions prescribed in clause 4 (1) (a) of Chapter II.

(b) In respect of a member referred to in clause 4 (1) (b) of this Chapter, the subscription shall be R11,00 per month.

6. PAYMENT OF BENEFITS

Payment of benefits shall be made in accordance with the provisions of the agreement or agreements entered into in terms of clause 9 (2) (b) of this Chapter.

7. LIMITATION OF BENEFITS

No payments shall be made in terms of clause 6 of this Chapter unless application therefor is made within a period of one year from the date of death of a member or a dependant concerned or within such longer period (not exceeding three years from the date of death of the member or dependant concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant.

8. ADMINISTRATION OF THE SCHEME

(1) The administration of the Scheme shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(2) Every employer shall notify the secretary of the death of any member in his employ. The secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member, the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.

(4) Every member shall notify the secretary of the death of any dependant within the period/s prescribed in clause 7 of this Chapter.

(4) Elke lid moet die sekretaris in kennis stel van die afsterwe van enige afhanklike binne die tydperk/e voorgeskryf in klousule 7 van hierdie Hoofstuk.

9. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

(1) Behoudens goedkeuring deur die Raad, moet die Komitee die beleid van die Skema bepaal en die algemene sake en werksaamhede van die Skema administreer ooreenkomstig die bepalings van hierdie Hoofstuk, en by die uitoefening van hierdie funksies moet die Komitee al sodanige stappe doen as wat hy nodig ag of wat hy ag bevorderlik te wees vir of wat sal help met die verwesenliking van sodanige oogmerk.

(2) Die Komitee moet alle inkomste van die Skema invorder, dit in ontvangs neem en alle geld aldus ontvang sonder versuim deponeer in 'n bankrekening wat op naam van die Skema geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle kontantgeld deur die Skema ontvang, en onttrekkings uit die Skema moet geskied per tjek wat deur sodanige persone as wat van tyd tot tyd deur die Raad gemagtig word, onderteken en deur die sekretaris van die Skema medeonderteken moet word.

In die besonder kan die Komitee—

(a) enige bates van die Skema te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(b) 'n ooreenkoms of ooreenkomste aangaan met 'n versekeringsmaatskappy of -maatskappye vir die doel om voordele te betaal of te verseker vir lede en/of afhanklikes kragtens die bepalings van so 'n ooreenkoms of ooreenkomste, soos gewysig van tyd tot tyd;

(c) op skriftelike versoek van enige lid sodanige lid voorsien van 'n afskrif van die ooreenkoms of ooreenkomste bedoel in paragraaf (b).

(3) Die Raad het die bevoegdheid om sy eie prosedure-reëls vir die Komitee voor te skryf, te wysig en te verander en om reëls vir die administrasie van die Skema te maak, te wysig en te verander. Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met hierdie ooreenkoms of enige ander wet mag wees nie. 'n Afskrif van die reëls en enige wysiging daarvan moet aan die Direkteur-generaal van die Departement van Mannekrag gestuur word.

(4) Ingeval die Bestuurskomitee, om watter rede ook al, nie in staat is om sy pligte na te kom nie moet die Raad sodanige pligte waarneem en sy bevoegdhede uitoefen.

(5) Ingeval 'n geskil te eniger tyd ontstaan oor die administrasie van die Skema waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir 'n beslissing na die Raad verwys word.

10. FINANSIËLE BEHEER

(1) Alle uitgawes wat in verband met die administrasie van die Skema aangegaan word, kom ten laste van die Skema.

(2) Alle geld wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II.

(3) Die boekjaar van die Skema sluit elke jaar op 30 September.

(4) So gou doenlik na 30 September elke jaar moet die Skema 'n staat opstel van alle uitgawes en inkomste van die Skema asook 'n balansstaat wat die bates en laste toon ten opsigte van die voorafgaande tydperk van 12 maande geëindig 30 September, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Skema medeonderteken moet word en saam met enige verslag daarvoor deur die ouditeur aan die Raad voorgelê moet word.

(5) Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande vanaf die sluiting van die tydperk waarop hulle betrekking het, aan die Direkteur-generaal van die Departement van Mannekrag voorgelê word.

9. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council, the Committee shall direct the policy of the Scheme and administer the general business and activities of the Scheme in accordance with the provisions of this Chapter, and in so doing the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object.

(2) The Committee shall collect and receive all revenue of the Scheme and shall deposit all moneys so received without delay in a banking account opened in the name of the Scheme. An official receipt shall be issued for all cash moneys received into the Scheme and withdrawals from the Scheme shall be by cheque signed by such persons as may, from time to time, be authorised by the Council, and countersigned by the secretary of the Scheme.

In particular the Committee may—

(a) realise, sell or otherwise dispose of or deal with any of the assets of the Scheme;

(b) enter into an agreement or agreements with an insurance company or companies with the object of making payment of or securing benefits for members and/or dependants in terms of the provisions of such agreement or agreements, as amended from time to time;

(c) at the written request of any member furnish such member with a copy of the agreement or agreements referred to in paragraph (b).

(3) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Scheme: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this agreement or with the provisions of any other law. A copy of the rules and any amendment thereof shall be transmitted to the Director-General of the Department of Manpower.

(4) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform such duties and exercise its powers.

(5) Should a dispute arise at any time as to the administration of the Scheme in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

10. FINANCIAL CONTROL

(1) All expenses incurred in connection with the administration of the Scheme shall be a charge against the Scheme.

(2) Any moneys not required to meet current payments and expenses shall be invested as prescribed in clause 2 (6) of Chapter II of this Agreement.

(3) The financial year of the Scheme shall end on 30 September of each year.

(4) As soon as possible after 30 September of each year the Scheme shall prepare a statement of all revenue and expenditure of the Scheme and a balance sheet showing the assets and liabilities in respect of the preceding period of 12 months ended 30 September, which shall be certified by the auditor and countersigned by the Chairman of the Scheme and submitted to the Council with any report by the auditor thereon.

(5) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period to which they relate be submitted to the Director-General of the Department of Manpower.

11. ONTBINDING VAN DIE SKEMA

(1) Klousule 7 (1) tot klousule 7 (4) van Hoofstuk II van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Skema.

(2) By die likwidering van die Skema ingevolge klousule 7 (1) of 7 (2) van Hoofstuk II moet die Komitee, likwidateur of trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Skema in kontantfondse om te skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasielaste uit die fondse van die Skema.

(3) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet alle geld, as daar geld daarna oorbly in die krediet van die Skema nadat dit ooreenkomstig subklousule (2) gelikwideer is, inbetaal word in die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers.

(4) Ingeval die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers reeds gelikwideer is, moet die geld in subklousule (3) bedoel aan die vakvereniging betaal word, in verhouding tot die bedrag van bydraes oorge- dra ten opsigte van lede van die vakvereniging, om die vakvereniging te help om weer 'n soortgelyke skema in te stel. As die vakvereniging nie meer bestaan nie, moet daar oor die geld wat kragtens hierdie subklousule betaal word, beskik word ooreenkomstig die bepalings van artikel 13 van die Wet asof dit deel van die bates van die vakvereniging uitmaak.

AANHANGSEL A

Lys van totale aftrekkings vir die Voorsorgfonds vir die Meubel- en Beddegoedvervaardigingsnywerheid, Transvaal, die Siektebystandsgenootskap vir Transvaalse Meubel- en Beddegoedwerkers en die Sterfte- en Ongesiktheidskema vir Transvaalse Meubel- en Beddegoedwerkers.

	A Weeklikse afrekening van werknemer	B Weeklikse bydra van werkgewer
Werknemer vir wie lone voorgeskryf is in die Hoof-ooreenkoms. Vak-leerlinge en leerlinge	5 persent van normale loon, plus R5,25	5 persent van normale loon, plus R5,25.
Werkende werkgewers soos omskryf in die Hoof-ooreenkoms gepubliseer in Goewermenskennis-gewing R. 1879 van 12 September 1986	Nil	10 persent van die hoogste minimum loon voorgeskryf in die Hoof-ooreenkoms, plus R10,50.

Namens die partye op hede die 16de dag van Maart 1992 te Johannesburg onderteken.

R. CORNICK,
Voorsitter van die Raad.

S. M. LE ROUX,
Ondervoorsitter van die Raad.

P. C. SMIT,
Hoofsekretaris van die Raad.

11. DISSOLUTION OF THE SCHEME

(1) The provisions of clause 7 (1) to clause 7 (4) of Chapter II shall *mutatis mutandis* apply in respect of the Scheme.

(2) Upon the liquidation of the Scheme in accordance with the provisions of clause 7 (1) or 7 (2) of Chapter II, the Committee, liquidator or the trustee(s), as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Scheme into cash funds and invest such cash on call within 30 days.

(b) pay all creditors, administration and liquidation expenses from the funds of the Scheme.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Scheme upon liquidation in accordance with subclause (2), such moneys shall be paid into the Transvaal Furniture and Bedding Workers' Sick Benefit Society.

(4) In the event of the Transvaal Furniture and Bedding Workers' Sick Benefit Society having already been liquidated, the moneys referred to in subclause (3) shall be paid to the trade union in proportion to the amount of contributions diverted in respect of members of the trade union to assist the trade union in the re-establishment of a similar scheme. Should the trade union no longer be in existence, the moneys to be paid to them in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though they formed part of the assets of the trade union.

ANNEXURE A

Schedule of total deductions to the Provident Fund for the Furniture and Bedding Manufacturing Industry, Transvaal, the Transvaal Furniture and Bedding Workers' Sick Benefit Society and the Transvaal Furniture and Bedding Workers' Death and Disability Scheme.

	A Employee's weekly deductions	B Employer's weekly contribution
Employee for whom wages are prescribed in the Main Agreement. Apprentices and learners	5 per cent of normal wage, plus R5,25	5 per cent of normal wage, plus R5,25.
Working employers as defined in the Main Agreement published in Government Notice R. 1879 of 12 September 1986	Nil	10 per cent of the highest minimum wage prescribed in the Main Agreement, plus R10,50.

Signed at Johannesburg, on behalf of the parties, this 16th day of March 1992.

R. CORNICK,
Chairman of the Council.

S. M. LE ROUX,
Vice-Chairman of the Council.

P. C. SMIT,
General Secretary of the Council.

No. R. 1867

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, BLOEMFONTEIN: HERNUWING VAN HOOFOOREENKOMS

Ek, Izak Jacobus van Zyl, Hoofdirekteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragten's artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 2473 van 6 November 1987, R. 1639 van 12 Augustus 1988, R. 1805 van 18 Augustus 1989, R. 1148 van 25 Mei 1990 en R. 1797 van 2 Augustus 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig.

I. J. VAN ZYL,

Hoofdirekteur: Arbeidsverhoudinge.

No. R. 1868

3 Julie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: PENSIOENFONDS EN VOORSORGFONDSOOREENKOMS VIR DIE METAALNYWERHEDE

Onderstaande verbetering aan Goewermentskennisgewing No. R. 1681 in *Staatskoerant* No. 14050 van 19 Junie 1992 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks vervang die opskrif van die kennisgewing in Goewermentskennisgewing No. R. 1681 deur die volgende:

"No. R. 1681

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HERBEKRAGTING VAN PENSIOENFONDS EN VOORSORGFONDSOOREENKOMS VIR DIE METAALNYWERHEDE".

2. In die Engelse teks vervang die opskrif van die kennisgewing in *Goewermentskennisgewing* No. R. 1681 deur die volgende:

"No. R. 1681

19 June 1992

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: RE-ENACTMENT OF PENSION FUND AND PROVIDENT FUND AGREEMENT FOR THE METAL INDUSTRIES".

No. R. 1867

3 July 1992

LABOUR RELATIONS ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRY, BLOEMFONTEIN: RENEWAL OF MAIN AGREEMENT

I, Izak Jacobus van Zyl, Chief Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 2473 of 6 November 1987, R. 1639 of 12 August 1988, R. 1805 of 18 August 1989, R. 1148 of 25 May 1990 and R. 1797 of 2 August 1991, to be effective from the date of publication of this notice and for the period ending 30 April 1993.

I. J. VAN ZYL,

Chief Director: Labour Relations.

No. R. 1868

3 July 1992

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: PENSION FUND AND PROVIDENT FUND AGREEMENT FOR THE METAL INDUSTRIES

The following correction to Government Notice No. R. 1681 appearing in *Government Gazette* No. 14050 of 19 June 1992, is published herewith for general information:

1. In the English text substitute the following for the heading of the notice to Government Notice No. R. 1681:

"No. R. 1681

19 June 1992

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: RE-ENACTMENT OF PENSION FUND AND PROVIDENT FUND AGREEMENT FOR THE METAL INDUSTRIES".

2. In the Afrikaans text substitute the following for the heading of the notice to Government Notice No. R. 1681:

"No. R. 1681

19 Junie 1992

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HERBEKRAGTING VAN PENSIOENFONDS EN VOORSORGFONDSOOREENKOMS VIR DIE METAALNYWERHEDE".

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No.R. 1809

3 Julie 1992

WET OF VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (WET 54 VAN 1972)

REGULASIES BETREFFENDE DIE MAKSIMUM PERKE VIR VETERINÊRE MEDISYNE- EN VEEMIDDELRESIDU'S WAT IN VOEDINGSMIDDELS AANWESIG MAG WEES

Die Minister van Nasionale Gesondheid het kragtens artikel 15 (1) van die Wet op VoedingSMiddeLS, SkoonheidsmiddeLS en OntsmettingsmiddeLS, 1972 (Wet 54 van 1972), die regulasies vervat in die Bylae hiervan, uitgevaardig.

BYLAE

1. WOORDOMSKRYWING

In hierdie regulasies beteken "die Wet" die Wet op VoedingSMiddeLS, SkoonheidsmiddeLS en OntsmettingsmiddeLS, 1972 (Wet 54 van 1972), en het 'n uitdrukking waaraan 'n betekenis in die Wet toegeken is, daardie betekenis, en, tensy uit die samehang anders blyk, beteken—

"**Aanhangsel**" die Aanhangsel van hierdie regulasies;

"**bevat**" die aanwesigheid van 'n veteriniere medisyne of veemiddel;

"**maksimum residuperk**" die maksimum konsentrasie van die residu's van 'n veteriniere medisyne of veemiddel (met inbegrip van bepaalde metaboliete, reaksie- of omsettingsprodukte of onsuiverhede), wat in 'n voedingsmiddel bedoel in hierdie regulasies agterbly vanweë die gebruik van so 'n veteriniere medisyne of veemiddel, uitgedruk in milligram van die veteriniere medisyne of veemiddel per kilogram van die voedingsmiddel;

"**veemiddel**" 'n veemiddel soos omskryf in artikel 1 van die Wet op Misstowwe, Veevoedsel, LandboumiddeLS en VeemiddeLS, 1947 (Wet 36 van 1947);

"**veteriniere medisyne**" 'n veteriniere medisyne soos omskryf in artikel 1 van die Wet op die Beheer van Medisyne en Verwante Stowwe, 1965 (Wet 101 van 1965);

2. Vir die doeleindes van artikel 2 (1) (a) (ii) van die Wet, in soverre dit toegepas word en van toepassing is op voedingsmiddeLS, mag geen voedingsmiddel—

(a) verkoop of vir verkoop vervaardig word nie wat nie ingevoer is nie en in kolom II van die Aanhangsel gelys is en 'n veteriniere medisyne of veemiddel daarteenoor gelys in kolom I bevat, indien sodanige voedingsmiddel die maksimum residuperk daarteenoor gelys in kolom III oorskry;

(b) verkoop of vir verkoop vervaardig word nie wat nie ingevoer is nie en wat 'n veteriniere medisyne of veemiddel bevat wat nie in die Aanhangsel gelys is nie, indien sodanige voedingsmiddel 'n maksimum residuperk van 0,05 mg/kg oorskry;

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 1809

3 July 1992

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT 54 OF 1972)

REGULATIONS GOVERNING THE MAXIMUM LIMITS FOR VETERINARY MEDICINE AND STOCK REMEDY RESIDUES THAT MAY BE PRESENT IN FOODSTUFFS

The Minister of National Health has, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972), made the regulations contained in the Schedule hereto.

SCHEDULE

1. DEFINITIONS

In these regulations "the Act" means the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972), and any expression to which a meaning has been assigned in the Act bears such meaning and, unless inconsistent with the context—

"**Annex**" means the Annex to these regulations;

"**contain**" means the presence of a veterinary medicine or stock remedy;

"**maximum residue limit**" means the maximum concentration of the residues of a veterinary medicine or stock remedy, (including specified metabolites, reaction or conversion products or impurities) that remain in a foodstuff referred to in these regulations, resulting from the use of any such veterinary medicine or stock remedy, expressed in milligrams of the veterinary medicine or stock remedy per kilogram of the foodstuff;

"**stock remedy**" means a stock remedy as defined in section 1 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947);

"**veterinary medicine**" means a veterinary medicine as defined in section 1 of the Medicines and Related Substances Control Act, 1965 (Act 101 of 1965).

2. For the purposes of section 2 (1) (a) (ii) of the Act, in so far as it is applied and applicable to foodstuffs, no foodstuff—

(a) which is not imported and is listed in column II of the Annex and contains a veterinary medicine or stock remedy listed opposite thereto in column I shall be sold or manufactured for sale if such foodstuff exceeds the maximum residue limit listed opposite thereto in column III;

(b) which is not imported and contains a veterinary medicine or stock remedy which is not listed in the Annex shall be sold or manufactured for sale if such foodstuff exceeds a maximum residue limit of 0.05 mg/kg;

- (c) ingevoer word nie wat in die jongste lys van die *Codex Maximum Limits for Veterinary Drugs* van die Codex Alimentarius-kommissie (Gemeenskaplike Voedsel- en Landbou-organisasie / Wêreldgesondheidsorganisasie-voedselstandaardeprogram) of in die *Directives of the European Community* verskyn en wat die maksimum residuperk van enige veterinêre medisyne of veemiddel oorskry wat vir sodanige voedingsmiddel in een van of beide gemelde publikasies bepaal word;
- (d) ingevoer word nie wat 'n veterinêremedisyne- of veemiddelresidu bevat wat nie in die publikasies bedoel in paragraaf (c) of in die Aanhangsel gelys is nie, indien sodanige voedingsmiddel 'n maksimum residuperk van 0,05 mg/kg oorskry.

- (c) which appears in the latest list of the *Codex Maximum Limits for Veterinary Drugs* of the Codex Alimentarius Commission (Joint Food and Agricultural Organisation/World Health Organisation Food Standards Programme) or in the *Directives of the European Community* and which exceeds the maximum residue limits for any veterinary medicine or stock remedy for such foodstuff specified in either or both of the said publications shall be imported;
- (d) which contains a veterinary medicine or a stock remedy which is not listed in the publications referred to in paragraph (c) or in the Annex shall be imported if such foodstuff exceeds a maximum residue limit of 0,05 mg/kg.

AANHANGSEL

I Stof/substansie	II Voedingsmiddel	III Maksimum residu perk mg/kg
Albendasool	Spier, vet en melk	0,1
	Lewer en nier	5,0
Altrenogest	Varke:	
	Lewer	0,02
	Nier	0,01
Amoksisillien	Spier, lewer, nier en vet	0,05
	Melk	0,004
Ampisillien	Spier, lewer, nier en vet	0,05
	Melk	0,004
Apramisien	Pluimvee:	
	Spier	0,07
	Vel	0,20
	Vet	0,15
	Lewer	0,42
Asaperoon	Spier, lewer en vet	0,05
	Nier	0,1
Bensielpenisillien	Spier, lewer, nier en vet	0,05
	Melk	0,004
Chlooramfenikol	Spier, lewer, nier en vet	0,01
Danofloksasien	Pluimvee:	
	Spier en lewer	0,05
	Vel	0,01
	Bees:	
	Spier	0,05
	Lewer	0,12
	Nier	0,03
	Vet	0,01
Dapsoon	Spier, lewer, nier en vet	0,025
	Melk	0,025
Dikloksasillien	Spier, lewer, nier en vet	0,3
	Melk	0,03
Dimetridasool	Spier, lewer, nier en vet	0,01
Enrofloksasien	Pluimvee:	
	Spier en lewer	0,05
	Vel	0,12
Febantel	Spier, vet en nier	0,01
	Lewer	1,0
	Melk	0,01
Fenbendasool	Spier, vet en nier	0,01
	Lewer	1,0
	Melk	0,01

I Stof/substansie	II Voedingsmiddel	III Maksimum residu perk mg/kg
Ivermektien	Lewer	0,015 Metaboliet
	Vet.....	0,02 H2B1a
Karasolol	Spier en vet	0,005
	Lewer en nier	0,03
Karbadox	Varke:	
	Lewer.....	0,03
	Spier	0,005
Kloksasillien	Spier, lewer, nier en vet	0,3
	Melk	0,03
Klosantel	Skaap:	
	Spier, lewer, nier en vet.....	1,5
	Bees:	
	Spier	0,5
	Nier.....	2,0
	Lewer.....	1,0
Levamisool	Spier, lewer, nier en vet	0,01
	Melk	0,01
Moksidektien	Spier, lewer en nier.....	0,03
	Vet.....	0,3
Monensien	Spier, lewer, nier en vet	0,05
Netobimien	Spier, vet en melk.....	0,1 (as albendasool en sy metaboliete)
	Lewer en nier	5,0
Nitrofuraan	Spier, lewer, nier en vet	0,005 Gekombineerde totaal van
Alle stowwe behorende aan die nitro- furaangroep		residu's van alle stowwe binne hier- die groep mag nie 0,005 oorskry nie
Oksasillien.....	Spier, lewer, nier en vet	0,3
	Melk	0,03
Oksfendasool	Spier, vet en nier.....	0,01
	Lewer	1,0
	Melk	0,01
Raktopamien.....	Varke:	
	Spier	0,024
	Lewer.....	0,424
	Nier.....	0,655
	Vet	0,021
Ronidasool	Spier, lewer, nier en vet	0,002
Seranol.....	Lewer	0,01
	Spier.....	0,002
Spiramisien	Spier.....	0,05
	Lewer	0,3
	Nier.....	0,2
	Melk	0,15
Sulfadimidien	Spier, lewer, en nier.....	0,3 (as totale residu)
(Sulfametasien)	Vet.....	0,1 (as sulfadimidien)
	Melk	0,05 (as totale residu)
		0,025 (as sulfadimidien)
Sulfoonamied	Spier, lewer, nier, vet en melk.....	0,1 Gekombineerde totaal van
Alle stowwe behorende aan die sulfoonamiedgroep		residu's van alle stowwe binne die sulfoonamiedgroep mag nie 0,1 oorskry nie
Tetrasiklien.....	Spier.....	0,1 Gekombineerde totaal van
Alle stowwe behorende aan die tetra- sikliengroep	Nier.....	0,6 residu's van alle stowwe binne
	Lewer	0,3 die tetrasikliengroep mag nie die
	Vet.....	0,01 aangeduide perk oorskry nie
	Melk	0,1
	Eiers	0,2
Tiamulien	Varke:	
	Spier	0,05
	Vet	0,47
	Lewer.....	0,48
	Pluimvee:	
	Spier en vet.....	0,05
	Lewer.....	0,26

I Stof/substansie	II Voedingsmiddel	III Maksimum residu perk mg/kg
Tilmikosien	Spier en vet	0,05
	Lewer	6,0
	Nier	0,14
Trenboloonasetaat	Spier	0,002 (as b-trenboloon)
	Lewer	0,01 (as a-trenboloon)
Trimetopriem	Spier, lewer, nier, vet en melk	0,05

ANNEX

I Substance	II Foodstuff	III Maximum residu limit mg/kg
Albendazole	Muscle, fat and milk	0,1
	Liver and kidney	5,0
Altrenogest	Pigs:	
	Liver	0,02
	Kidney	0,01
Amoxicillin	Muscle, liver, kidney and fat	0,05
	Milk	0,004
Ampicillin	Muscle, liver, kidney and fat	0,05
	Milk	0,004
Apramycin	Poultry:	
	Muscle	0,07
	Skin	0,20
	Fat	0,15
	Liver	0,42
Azaperone	Kidney	0,1
	Liver, muscle and fat	0,05
Benzylpenicillin	Muscle, liver, kidney and fat	0,05
	Milk	0,004
Carazolol	Muscle and Fat	0,005
	Liver and kidney	0,03
Carbadox	Pigs:	
	Liver	0,03
	Muscle	0,005
Chloramphenicol	Muscle, liver, kidney and fat	0,01
Closantel	Sheep:	
	Muscle, liver, kidney and fat	1,5
	Bovine:	
	Muscle	0,5
	Kidney	2,0
	Liver	1,0
Cloxacillin	Muscle, liver, kidney and fat	0,3
	Milk	0,03
Danofloxacin	Poultry:	
	Muscle and liver	0,05
	Skin	0,01
	Bovine:	
	Muscle	0,05
	Liver	0,12
	Kidney	0,03
	Fat	0,01
Dapsone	Muscle, liver, kidney and fat	0,025
	Milk	0,025
Dicloxacillin	Muscle, liver, kidney and fat	0,3
	Milk	0,03
Dimetridazole	Muscle, liver, kidney and fat	0,01
Enrofloxacin	Poultry:	
	Muscle and liver	0,05
	Skin	0,12

I Substance	II Foodstuff	III Maximum residu limit mg/kg
Febantel	Muscle, fat and kidney Liver Milk	0,01 1,0 0,01
Fenbendazole	Muscle, fat and kidney Liver Milk	0,01 1,0 0,01
Ivermectin	Liver Fat	0,015 Metabolite 0,02 H2B1a
Levamisole	Muscle, liver, kidney and fat Milk	0,01 0,01
Monensin	Muscle, liver, kidney and fat	0,05
Moxidectin	Muscle, liver and kidney Fat	0,03 0,3
Netobimin	Muscle, fat and milk Liver and kidney	0,1 (as albendazole and its metabo- 5,0 lites)
Nitrofurans All substances belonging to the nitro- furan group	Muscle, liver, kidney and fat	0,005 The combined total residues of all substances within this group shall not exceed 0,005
Oxacillin	Muscle, liver, kidney and fat Milk	0,3 0,03
Oxfendazole	Muscle, fat and kidney Liver Milk	0,01 1,0 0,01
Ractopamine	Pigs: Muscle Liver Kidney Fat	0,024 0,424 0,655 0,021
Ronidazole	Muscle, liver, kidney and fat	0,002
Spiramycin	Muscle Liver Kidney Milk	0,05 0,3 0,2 0,15
Sulphonamides All substances belonging to the sulphonamide group	Muscle, liver, kidney, fat and milk	0,1 The combined total residues of all substances within the sulphonamide group shall not exceed 0,1
Sulphadimidine (Sulphamethazine)	Muscle, liver and kidney Fat Milk	0,3 (as total residue) 0,1 (as sulphadimidine) 0,05 (as total residue) 0,025 (as sulphadimidine)
Tetracyclines All substances belonging to the tetra- cycline group	Muscle Kidney Liver Fat Milk Eggs	0,1 The combined total residues of all substances within the teracycline group shall not exceed the limits indicated 0,6 0,3 0,01 0,1 0,2
Tiamulin	Pigs: Muscle Fat Liver	0,05 0,47 0,48
Tilmicosin	Poultry: Muscle and fat Liver	0,05 0,26
Trenboloneacetate	Muscle and fat Kidney Liver	0,05 0,14 6,0
Trenboloneacetate	Muscle Liver	0,002 (as b-trenbolone) 0,01 (as a-trenbolone)
Trimethoprim	Muscle, liver, kidney, fat and milk	0,05
Zeranol	Liver Muscle	0,01 0,002

No. R. 1840

3 Julie 1992

WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (WET No. 54 VAN 1972)

TOEPASSING DEUR PLAASLIKE BESTURE

Ek, Elizabeth Hendrina Venter, Minister van Nasionale Gesondheid, magtig hierby kragtens artikel 23 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die Munisipaliteit van Riebeeck-Kasteel om binne sy regsgebied en deur middel van sy behoorlik gemagtigde beampte die toepaslike bepalings van genoemde Wet uit te voer.

E. H. VENTER,

Minister van Nasionale Gesondheid.

No. R. 1841

3 Julie 1992

WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN ONTSMETTINGSMIDDELS, 1972 (WET No. 54 VAN 1972)

REGULASIES: VOEDSELKLEURSTOWWE: WYSIGING

Die Minister van Nasionale Gesondheid is voornemens om kragtens artikel 15 (1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies vervat in die Bylae hiervan uit te vaardig.

Belanghebbendes word versoek om binne drie maande na die datum van publikasie van hierdie kennisgewing gemotiveerde kommentaar oor of verhoë in verband met die voorgestelde regulasies in te dien by die Direkteur-generaal: Nasionale Gesondheid en Bevolkingsontwikkeling, Privaat Sak X828, Pretoria, 0001 (vir aandag van die Direkteur: Voedsel, Kosmetika, Ontsmettingsmiddels en Gevaarhoudende Stowwe).

BYLAE

1. In hierdie Bylae beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 756 van 6 Mei 1977, soos gewysig.

Wysiging van Bylae 1 van die Regulasies

2. Bylae 1 van die Regulasies word hierby gewysig deur die volgende besonderhede in die korrekte alfabetiese posisie in te voeg:

I	II	III	
Voedingsmiddel	Kleur- indeks- nummer	Naam van kleurstof	Voor- waardes en perke (mg/kg)
Mayonnaise, slaaisous, Franse slaaisous en ander slaaibedekkings	75135	Luteïen	GVP

No. R. 1840

3 July 1992

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT No. 54 OF 1972)

ENFORCEMENT BY LOCAL AUTHORITIES

I, Elizabeth Hendrina Venter, Minister of National Health, hereby, under section 23 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), authorise the Municipality of Riebeeck Kasteel to enforce the relevant provisions of the said Act within its area of jurisdiction and through its duly authorised officer.

E. H. VENTER,

Minister of National Health.

No. R. 1841

3 July 1992

FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT No. 54 OF 1972)

REGULATIONS: FOOD COLOURANTS: AMENDMENT

The Minister of National Health intends, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), to make the regulations contained in the Schedule hereto.

Interested persons are invited to submit any substantiated comments on the proposed regulations or representations they wish to make in regard thereto to the Director-General of National Health and Population Development, Private Bag X828, Pretoria, 0001 (for the attention of the Director of Foodstuffs, Cosmetics, Disinfectants and Hazardous Substances), within three months of the date of publication of this notice.

SCHEDULE

1. In this Schedule "the Regulations" means the regulations published under Government Notice No. R. 756 of 6 May 1977, as amended.

Amendment of Annexure 1 to the Regulations

2. Annexure 1 to the Regulations is hereby amended by the insertion in the correct alphabetical order of the following particulars:

I Foodstuff	Colour index number	II Name of colourant	III Conditions and limits (mg/kg)
Mayonnaise, French dressing, salad dres- sing and other salad toppings	75135	Lutein	GMP

BELANGRIKE AANKONDIGING*Sluitingstye VOOR VAKANSIEDAE vir***WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 1992***Die sluitingstyd is stiptelik 15:00 op die volgende dae:*

- ▶ **2 April**, Donderdag, vir die uitgawe van Vrydag **10 April**
- ▶ **9 April**, Donderdag, vir die uitgawe van Donderdag **16 April**
- ▶ **15 April**, Woensdag, vir die uitgawe van Vrydag **24 April**
- ▶ **23 April**, Donderdag, vir die uitgawe van Donderdag **30 April**
- ▶ **21 Mei**, Donderdag, vir die uitgawe van Vrydag **29 Mei**
- ▶ **10 Desember**, Donderdag, vir die uitgawe van Vrydag **18 Desember**
- ▶ **17 Desember**, Donderdag, vir die uitgawe van Donderdag **24 Desember**
- ▶ **22 Desember**, Dinsdag, vir die uitgawe van Donderdag **31 Desember**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

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

IMPORTANT ANNOUNCEMENT*Closing times PRIOR TO PUBLIC HOLIDAYS for***LEGAL NOTICES
GOVERNMENT NOTICES 1992***The closing time is 15:00 sharp on the following days:*

- ▶ **2 April**, Thursday, for the issue of Friday **10 April**
- ▶ **9 April**, Thursday, for the issue of Thursday **16 April**
- ▶ **15 April**, Wednesday, for the issue of Friday **24 April**
- ▶ **23 April**, Thursday, for the issue of Thursday **30 April**
- ▶ **21 May**, Thursday, for the issue of Friday **29 May**
- ▶ **10 December**, Thursday, for the issue of Friday **18 December**
- ▶ **17 December**, Thursday, for the issue of Thursday **24 December**
- ▶ **22 December**, Tuesday, for the issue of Thursday **31 December**

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

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

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1991 tot 30 September 1992 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1991 to 30 September 1992, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

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