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OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
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**No. 17746**

## PROCLAMATION

*by the*

*President of the Republic of South Africa*

**No. R. 8, 1997**

**CHOICE ON TERMINATION OF PREGNANCY ACT, 1996 (ACT No. 92 OF 1996)**

### COMMENCEMENT

Under section 14 of the Choice on Termination of Pregnancy Act, 1996 (Act No. 92 of 1996), I hereby determine **1 February 1997** as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Twenty-second day of January, One thousand Nine hundred and Ninety-seven.

**N. R. MANDELA**

**President**

By Order of the President-in-Cabinet:

**N. C. ZUMA**

**Minister of the Cabinet**

**PROKLAMASIE***van die****President van die Republiek van Suid-Afrika*****No. R. 8, 1997****WET OP KEUSE OOR DIE BEËINDIGING VAN SWANGERSKAP, 1996 (WET No. 92 VAN 1996)****INWERKINGTREDING**

Kragtens artikel 14 van die Wet op Keuse oor die Beëindiging van Swangerskap, 1996 (Wet No. 92 van 1996), bepaal ek **1 Februarie 1997** as die datum waarop daardie Wet in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Twee-en-twintigste dag van Januarie Eenduisend Negehoonderd Sewe-en-negentig.

**N. R. MANDELA****President**

Op las van die President-in-Kabinet:

**N. C. ZUMA****Minister of the Cabinet****PROCLAMATION***by the****President of the Republic of South Africa*****No. R. 11, 1997****ANTARCTIC TREATIES ACT, 1996 (ACT No. 60 OF 1996)**

In terms of section 14 of the Antarctic Treaties Act, 1996 (Act No. 60 of 1996), I hereby determine **1 February 1997** as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Twenty-second day of January, One thousand Nine hundred and Ninety-seven.

**N. R. MANDELA****President**

By Order of the President-in-Cabinet:

**Z. P. JORDAN****Minister of the Cabinet****PROKLAMASIE***van die****President van die Republiek van Suid-Afrika*****No. R. 11, 1997****WET OP ANTARKTIESE VERDRAE, 1996 (WET No. 60 VAN 1996)**

Kragtens artikel 14 van die Wet op Antarktiese Verdrae, 1996 (Wet No. 60 van 1996), bepaal ek hierby **1 Februarie 1997** as die datum waarop genoemde Wet in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, hierdie Twee-en-twintigste dag van Januarie Eenduisend Negehoonderd Sewe-en-negentig.

**N. R. MANDELA****President**

Op las van die President-in-kabinet:

**Z. P. JORDAN****Minister van die Kabinet**



## GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

### DEPARTMENT OF MINERALS AND ENERGY DEPARTEMENT VAN MINERALE EN ENERGIE

**No. R. 150****31 January 1997**

MINE HEALTH AND SAFETY ACT, 1996 (ACT No. 29 OF 1996)

**NOMINATION FOR MEMBERS OF TRIPARTITE INSTITUTIONS**

In terms of regulation 18.1 under the Mine Health and Safety Act, 1996 (Act No. 29 of 1996), published by Government Notice No. R. 93 of 15 January 1997, all registered trade unions with members who are employed or working at a mine and all employers' organisations with owners of mines as members are hereby invited to nominate persons for appointment as members of the Mine Health and Safety Council and its permanent committees, the Mining Regulation Advisory Committee, the Mining Occupational Health Advisory Committee and the Safety in Mines Research Advisory Committee and of the Mining Qualifications Authority.

Every nomination must be submitted in writing within 30 days of the publication of this notice to the Chief Inspector: Department of Minerals and Energy, Private Bag X59, Pretoria, 0001, and must contain—

- (a) the name, address and a short *curriculum vitae* of the nominee;
- (b) the tripartite institution for which the person is nominated; and
- (c) if submitted by—
  - (i) a registered trade union, a statement of the number of persons employed or working at mines who are members of the union; or
  - (ii) an employer's organisation, a statement of the number of employees employed by owners of mines who are members of the organisation.

**D. BAKKER****Chief Inspector****No. R. 150****31 Januarie 1997**

WET OP GESONDHEID EN VEILIGHEID IN MYNE, 1996 (WET No. 29 VAN 1996)

**NOMINASIE VIR LEDE VAN DRIELEDIGE INSTELLINGS**

Ingevolge regulasie 18.1 kragtens die Wet op Gesondheid en Veiligheid in Myne, 1996 (Wet No. 29 van 1996), gepubliseer by Goewermentskennisgewing No. R. 93 van 15 Januarie 1997, word alle geregistreerde vakbonde met lede wat in diens of werksaam is by 'n myn hierby uitgenooi om persone te nomineer vir aanstelling as lede van die Raad op Gesondheid en Veiligheid in Myne en sy permanente komitees, die Adviserende Komitee oor Mynbouregulasies, die Adviserende Komitee oor Beroepsgesondheid in Mynbou en die Adviserende Navorsingskomitee oor Veiligheid in Myne, en van die Mynboukwalifikasie-owerheid.

Elke nominasie moet binne 30 dae na publikasie van hierdie kennisgewing skriftelik ingedien word by die Hoofinspekteur: Departement van Minerale en Energie, Privaatsak X59, Pretoria, 0001, en moet—

- (a) die naam, adres en 'n kort *curriculum vitae* van die genomineerde bevat;
- (b) die drieledige instelling waarvan die persoon genomineer word, bevat; en
- (c) indien ingedien word deur—
  - (i) 'n geregistreerde vakbond, 'n staat van die aantal persone in diens of werksaam by 'n myn wat lede is van die vakbond bevat; of
  - (ii) 'n werkgewersorganisasie, 'n staat van die aantal werknemers in diens van eienaars van myne wat lede is van die organisasie.

**D. BAKKER****Hoofinspekteur**

**DEPARTMENT OF HOME AFFAIRS  
DEPARTEMENT VAN BINNELANDSE SAKE**

**No. R. 170****31 January 1997**

ALIENS CONTROL ACT, 1991 (ACT No. 96 OF 1991)

**ALIENS CONTROL REGULATIONS (FEES)**

The Minister of Home Affairs has, in terms of section 56 of the Aliens Control Act, 1991 (Act No. 96 of 1991), made the regulations in the Schedule.

**SCHEDULE****Definition**

1. In this Schedule "the Regulations" means the First Amendment of the Aliens Control Regulations (Fees) published by Government Notice No. R. 1524 of 18 October 1996.

**Commencement**

2. The Regulations shall be deemed to have commenced on 1 July 1996.

**Short title**

3. These regulations shall be called the Second Amendment of the Aliens Control Regulations (Fees), 1997.

**No. R. 170****31 Januarie 1997**

WET OP VREEMDELINGE-BEHEER, 1991 (WET No. 96 VAN 1991)

**REGULASIES OP VREEMDELINGE-BEHEER (GELDE)**

Die Minister van Binnelandse Sake het, kragtens artikel 56 van die Wet op Vreemdelinge-beheer, 1991 (Wet No. 96 van 1991), die regulasies in die Bylae uitgevaardig.

**BYLAE****Woordomskeywing**

1. In hierdie Bylae beteken "die Regulasies" die Eerste Wysiging van die Regulasies op Vreemdelinge-beheer (Gelde) gepubliseer deur Goewermentskennisgewing No. R. 1524 van 18 Oktober 1996.

**Inwerkingtreding**

2. Die Regulasies word geag op 1 Julie 1996 in werking te getree het.

**Kort titel**

3. Hierdie regulasies heet die Tweede Wysiging van die Regulasies op Vreemdelinge-beheer (Gelde), 1997.

**DEPARTMENT OF AGRICULTURE  
DEPARTEMENT VAN LANDBOU**

**No. R. 169****31 January 1997**

MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT No. 47 OF 1996)

**MILK SCHEME: AMENDMENT\***

I, Derek André Hanekom, Minister of Agriculture, acting under section 27 (2) of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996), hereby—

- (a) publish the amendment set out in the Schedule, of the Milk Scheme published by Government Notice No. R. 2492 of 24 December 1993, as amended; and
- (b) declare that the said amendment shall come into operation on the date of publication hereof.

**D. A. HANEKOM****Minister of Agriculture****\* Amendment of imposition of levy.****SCHEDULE****Definition**

1. In this Schedule "the Scheme" means the Milk Scheme published by Government Notice No. R. 2492 of 24 December 1993, as amended by Government Notices Nos. R. 884 of 6 May 1994 (as corrected by Government Notice No. R. 1248 of 15 July 1994), R. 1594 of 23 September 1994, R. 1891 of 4 November 1994, R. 1386 of 8 September 1995 and R. 1253 of 2 August 1996.

**Amendment of section 26 of the Scheme**

2. Section 26 of the Scheme is hereby amended by the substitution of subsection (2) with the following:

"(2) A levy imposed in terms of subsection (1) shall—

- (a) be payable by the producer on milk produced by him for the purpose of the sale thereof;
- (b) be payable by a producer on milk processed by him, which milk was also produced by him, for purpose of the sale thereof; and
- (c) be payable by the importer on milk imported by him into the Republic."

**No. R. 169****31 Januarie 1997**

WET OP BEMARKING VAN LANDBOUPRODUKTE, 1996 (WET No. 47 VAN 1996)

**MELKSKEMA: WYSIGING\***

Ek, Derek André Hanekom, Minister van Landbou, handelende kragtens artikel 27 (2) van die Wet op Bemarking van Landbouprodukte, 1996 (Wet No. 47 van 1996)—

- (a) publiseer hierby die wysiging in die Bylae uiteengesit, van die Melkskema gepubliseer by Goewermmentskennigsgewing No. R. 2492 van 24 Desember 1993, soos gewysig; en
- (b) verklaar hierby dat genoemde wysiging op datum van publikasie hiervan in werking tree.

**D. A. HANEKOM****Minister van Landbou****\* Wysiging van oplegging van heffing.****BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken "die Skema" die Melkskema gepubliseer by Goewermmentskennigsgewing No. R. 2492 van 24 Desember 1993, soos gewysig deur Goewermmentskennigsgewings Nos. R. 884 van 6 Mei 1994 (soos verbeter deur Goewermmentskennigsgewing No. R. 1248 van 15 Julie 1994), R. 1594 van 23 September 1994, R. 1891 van 4 November 1994, R. 1386 van 8 September 1995 en R. 1253 van 2 Augustus 1996.

**Wysiging van artikel 26 van die Skema**

2. Artikel 26 van die Skema word hierby gewysig deur subartikel (2) deur die volgende te vervang:

"(2) 'n Heffing ingevolge subartikel (1) opgelê, is—

- (a) deur die produsent betaalbaar op melk wat deur hom geproduseer is vir doeleindes van die verkoop daarvan;
- (b) deur die produsent betaalbaar op melk wat deur hom verwerk is, welke melk ook deur hom geproduseer is, vir doeleindes van die verkoop daarvan; en
- (c) deur die invoerder betaalbaar op melk wat deur hom in die Republiek ingevoer word."

**DEPARTMENT OF HEALTH  
DEPARTEMENT VAN GESONDHEID**

**No. R. 168****31 January 1997****REGULATIONS UNDER THE CHOICE ON TERMINATION OF PREGNANCY ACT, 1996 (ACT No. 92 OF 1996)**

The Minister of Health has, in terms of section 9 of the Choice on Termination of Pregnancy Act, 1996 (Act No. 92 of 1996), made the regulations in the Schedule.

**SCHEDULE****Definitions**

1. In these regulations any word or expression to which a meaning has been assigned in the Act shall bear such meaning and, unless the context otherwise indicates—

"annexure" means an annexure to these regulations;

"facility" means a place designated by the Minister in terms of section 3 of the Act where the termination of a pregnancy may take place;

"form" means a form drawn up and made available by the Director-General with regard to the termination of a pregnancy;

**"form 1"** means the Departmental form set out in Annexure A which is used to notify the person in charge of a facility of the termination of a pregnancy in terms of section 2 (1) (a) or (b) of the Act;

**"form 2"** means the Departmental form set out in Annexure B which is divided into the following two (2) parts:

- (a) Part I to be completed by a minor who requests the termination of her pregnancy;
- (b) Part II to be used to request the termination of the pregnancy of a woman who is severely mentally disabled or in a state of continuous unconsciousness;

**"standard consent form"** means a form provided by a facility for recording the consent to the administration of a local general anaesthetic and an accompanying surgical procedure;

**"the Act"** means the Choice on Termination of Pregnancy Act, 1996 (Act No. 92 of 1996).

### ***Notification of termination of pregnancy***

2. Form 1 shall be submitted in duplicate by the medical practitioner or registered midwife who is performing the termination of a pregnancy in terms of section 2 (1) (a) or (b) of the Act to the person in charge of a facility or the person designated for such purpose.

### ***Notification of termination of pregnancy by person in charge of facility***

3. The person in charge of a facility or the person designated for such purpose shall—

- (a) collate all the information in the form 1's of a particular month; and
- (b) submit such forms in a sealed envelope marked "confidential" to the Director-General by registered post through the provincial information system on a monthly basis.

### ***Notification of termination of pregnancy of minor by medical practitioner or registered midwife***

4. A minor requesting the termination of her pregnancy shall complete part I of form 2.

### ***Consent to termination of pregnancy of woman who is severely mentally disabled or in a state of continuous unconsciousness***

5. (a) Where the termination of a pregnancy is requested in terms of section 5 (4) of the Act, the natural guardian, spouse, legal guardian or *curator personae*, as the case may be, and two medical practitioners or a medical practitioner and a registered midwife who has completed the training course referred to in regulation 8, shall complete part II of form 2.

(b) Where the natural guardian, spouse, legal guardian or *curator personae* referred to in paragraph (a) refuses to consent to the termination of a pregnancy referred to in section 5 (5) (a) or (b) of the Act, the two medical practitioners or the medical practitioner and registered midwife who has completed the training course referred to in regulation 8, shall complete part II of form 2.

### ***Consent by woman to terminate pregnancy***

6. (a) A woman requesting the termination of her pregnancy and the medical practitioner or registered midwife performing the termination of the pregnancy of that woman shall complete a standard consent form.

(b) The consent of a woman to the procedure to terminate her pregnancy shall include consent to other surgical procedures which may be necessary as a result of complications associated with the termination of her pregnancy.

### ***Counselling***

7. (a) Counselling in terms of section 4 of the Act shall at the least include sufficient information to assist a woman to make an informed choice regarding the termination of her pregnancy.

(b) A woman requesting the termination of her pregnancy shall be informed during counselling with regard to—

- (i) the available alternatives to the termination of her pregnancy;
- (ii) the procedure and the associated risks of the termination of her pregnancy; and
- (iii) contraceptive measures which can be taken in the future.

(c) A woman requesting the termination of her pregnancy shall also be informed that counselling is private and confidential, unless she chooses to disclose the nature or content of such counselling.

### ***Training course***

8. (1) The training course for a registered midwife regarding the termination of a pregnancy shall include the following—

- (a) counselling and communication skills;
- (b) clinical competence in assessment and technique;
- (c) anaesthesia and analgesia;
- (d) knowledge of contraception;
- (e) post-abortion care; and
- (f) management of reproductive system infections.



(2) A registered midwife who has completed the training course and who terminates a pregnancy at a public facility shall follow the clinical guidelines that are provided by the Department of Health, as amended from time to time, for the termination of a pregnancy under the Act.

**Information concerning the termination of a pregnancy**

9. A woman requesting the termination of her pregnancy shall be informed—
- that she is entitled to the termination of her pregnancy upon request during the first 12 weeks of the gestation period;
  - that, under the circumstances determined by section 2 (1) (b) of the Act, her pregnancy may be terminated from the 13th up to and including the 20th week of the gestation period;
  - that only her consent is required for the termination of her pregnancy;
  - that counselling contemplated in section 4 of the Act shall be available; and
  - of the locality of facilities for the termination of pregnancies.

**Application by a private health facility for designation as a facility**

10. A private health facility shall apply to the Minister, in writing, for designation as a facility in terms of section 3 of the Act.

**ANNEXURE A**

CHOICE ON TERMINATION OF PREGNANCY ACT, 1996 (ACT No. 92 OF 1996)

**NOTIFICATION OF TERMINATION OF PREGNANCY IN TERMS OF SECTION 7 OF THE ACT  
FORM TO BE COMPLETED BY A MEDICAL PRACTITIONER OR A REGISTERED MIDWIFE**

(To be completed in duplicate)

- Name of facility .....
- Age of woman requesting termination .....
- Where appropriate (encircle appropriate number):

- Termination in terms of section 2 (1) (a) or (b) of the Act.
- Severe mental disability [section 5 (4) (a) of the Act].
- Continuous unconsciousness [section 5 (4) (b) of the Act].

- Race (mark with a cross):

African	Coloured	Asian	White	Other
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If other, specify .....

- Marital status (mark with a cross):

Single	Living together	Married	Divorced	Widowed
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- Date of last menstrual period (LMP) .....
- How many weeks into pregnancy? .....
- Number of previous pregnancies:

No. of live births	No. of stillbirths	No. of terminations	No. of miscarriages
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- Date of admission .....
- Date of procedure .....
- Date of discharge .....

- Termination of pregnancy (mark with a cross):

(a) first 12 weeks	(b) 13–20 weeks
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- Indication for termination of pregnancy (applicable only to terminations performed from 13th up to and including 20th week of gestation period) (circle appropriate number):
  - Woman's physical or mental health [section 2 (1) (b) (i) of the Act].
  - Foetal physical or mental abnormality [section 2 (1) (b) (ii) of the Act].
  - Rape or incest [section 2 (1) (b) (iii) of the Act].
  - Social or economic circumstances [section 2 (1) (b) (iv) of the Act].

Name of medical practitioner or registered midwife .....

Signed .....

Date .....

Qualifications .....

Registration number .....

**ANNEXURE B****CHOICE ON TERMINATION OF PREGNANCY ACT, 1996 (ACT No. 92 OF 1996)****I. STATEMENT BY MINOR WHO REQUESTS THE TERMINATION FOR HER PREGNANCY**

I, the undersigned (surname and first names of minor) .....,  
 ....., hereby state that I have been advised by (surname and first names of medical practitioner/  
 registered midwife\*) .....  
 in terms of section 5 of the Act to consult with my parents, guardian, family members or friends before the termination of my  
 pregnancy.

Signature .....

Date .....

\* Delete what is not applicable

**II. CONSENT TO THE TERMINATION OF THE PREGNANCY OF A WOMAN WHO IS SEVERELY MENTALLY DISABLED OR IN A STATE OF CONTINUOUS UNCONSCIOUSNESS**

Name of facility .....

1. Intended termination of the pregnancy of (surname and first names of minor/major woman) .....  
 ....., born on ..... and having the identity number (where available)  
 ..... and the facility/hospital/clinic number .....
2. I (surname and first names) ..... the under-  
 signed, acting as the natural guardian/legal guardian/*curator personae*/spouse\* of the above-mentioned woman,  
 hereby, in terms of section 5 (4) (i) or (ii) of the Act request and consent to the termination of the pregnancy of  
 (surname and first names of the above-mentioned minor/major woman) .....  
 ....., who is—
  - (a) so severely mentally disabled that she is completely incapable of understanding and appreciating the nature  
 or consequences of the termination of her pregnancy; or
  - (b) in a state of continuous unconsciousness and has no reasonable prospect of regaining consciousness in  
 time to request and to consent to the termination of her pregnancy in terms of section 2 of the Act.

Signature .....

Date .....

Natural guardian/legal guardian/*curator personae*/spouse\* refuses to consent.**CONSENT OF TWO MEDICAL PRACTITIONERS OR A MEDICAL PRACTITIONER AND A REGISTERED MIDWIFE**

3. I, ....., the undersigned, being a medical  
 practitioner, and I, ....., the undersigned, being a medical practitioner/  
 registered midwife who has completed the training course\*, certify that we examined (surname and first names of  
 above-mentioned minor/major woman) ..... on  
 ..... (date).
4. In our opinion her pregnancy is within the first 20 weeks of the gestation period and\*—
  - (a) the continued pregnancy would pose a risk of injury to the woman's physical or mental health [section  
 2 (1) (b) (i) of the Act];
  - (b) there is a substantial risk that the foetus would suffer from a severe physical or mental abnormality  
 [section 2 (1) (b) (ii) of the Act];
  - (c) the pregnancy resulted from rape or incest [section 2 (1) (b) (iii) of the Act]; or
  - (d) the continued pregnancy would significantly affect the social or economic circumstances of the woman  
 [section 2 (1) (b) (iv) of the Act].
5. We consent to the termination of her pregnancy.
 

(a) Signed .....	Date .....
Qualifications .....	Registration number .....
(b) Signed .....	Date .....
Qualifications .....	Registration number .....

\* Circle what is applicable.

No. R. 168

31 Januarie 1997

**REGULASIES KRAGTENS DIE WET OP KEUSE OOR DIE BEËINDIGING VAN SWANGERSKAP, 1996  
(WET No. 92 VAN 1996)**

Die Minister van Gesondheid het kragtens artikel 9 van die Wet op Keuse oor die Beëindiging van Swangerskap, 1996 (Wet No. 92 van 1996), die regulasies in die Bylae gemaak.

**BYLAE**

**Woordomskrywings**

1. In hierdie regulasies het 'n woord of uitdrukking waaraan 'n betekenis in die Wet geheg is daardie betekenis en tensy uit die samehang anders blyk, beteken—

“**aanhangsel**” ’n aanhangsel by hierdie regulasies;

“**die Wet**” die Wet op Keuse oor die Beëindiging van Swangerskap, 1996 (Wet No. 92 van 1996);

“**fasiliteit**” ’n plek, aangewys deur die Minister ingevolge artikel 3 van die Wet, waar die beëindiging van ’n swangerskap mag plaasvind;

“**standaard toestemmingsvorm**” ’n vorm wat deur ’n fasiliteit voorsien word vir die aantekening van toestemming tot die toediening van ’n plaaslike of algemene anestetikum en ’n bygaande chirurgiese prosedure;

“**vorm**” ’n vorm opgestel en beskikbaar gestel deur die Direkteur-generaal betreffende die beëindiging van ’n swangerskap;

“**vorm 1**” die Departementele vorm uiteengesit in Aanhangsel A wat gebruik word om die persoon in beheer van ’n fasiliteit in kennis te stel van die beëindiging van ’n swangerskap kragtens artikel 2 (1) (a) of (b) van die Wet;

“**vorm 2**” die Departementele vorm uiteengesit in Aanhangsel B wat in die volgende twee (2) dele ingedeel is:

(a) Deel I wat ingevul word deur ’n minderjarige wat die beëindiging van haar swangerskap versoek;

(b) Deel II wat gebruik word om die beëindiging van ’n swangerskap van ’n vrou wat ernstig geestesonbevoeg of in ’n staat van voortdurende bewusteloosheid is, te versoek;

**Kennisgewing van beëindiging van swangerskap**

2. Vorm 1 moet in tweevoud deur die geneesheer of geregistreerde vroedvrou wat die beëindiging van ’n swangerskap kragtens artikel 2 (1) (a) of (b) van die Wet uitvoer, voorgelê word aan die persoon in beheer van ’n fasiliteit of die persoon wat vir daardie doel aangewys is.

**Kennisgewing van beëindiging van swangerskap deur persoon in beheer van fasiliteit**

3. Die persoon in beheer van ’n fasiliteit of die persoon wat vir daardie doel aangewys is, moet—

(a) al die inligting vervat in die vorm 1’s van ’n bepaalde maand verreken; en

(b) sodanige vorms, in ’n verseelde koevert gemerk “vertroulik” per geregistreerde pos maandeliks via die provinsiale inligtingsstelsel aan die Direkteur-generaal voorlê.

**Kennisgewing van beëindiging van swangerskap van minderjarige deur geneesheer of geregistreerde vroedvrou**

4. ’n Minderjarige wat die beëindiging van haar swangerskap versoek moet deel I van vorm 2 invul;

**Toestemming tot beëindiging van swangerskap van vrou wat ernstig geestesonbevoeg of in ’n staat van voortdurende bewusteloosheid is**

5. (a) Waar die beëindiging van ’n swangerskap versoek word kragtens artikel 5 (4) van die Wet, moet die natuurlike voog, gade, wettige voog of *curator personae*, na gelang van die geval, asook twee geneeshere of ’n geneesheer en ’n geregistreerde vroedvrou wat die opleidingskursus bedoel in regulasie 8 voltooi het, deel II van vorm 2 invul.

(b) Waar die natuurlike voog, gade, wettige voog of *curator personae* bedoel in paragraaf (a) weier om toe te stem tot die beëindiging van ’n swangerskap bedoel in artikel 5 (5) (a) of (b) van die Wet, moet die twee geneeshere of die geneesheer en geregistreerde vroedvrou wat die opleidingskursus bedoel in regulasie 8 voltooi het, deel II van vorm 2 invul.

**Toestemming deur vrou om swangerskap te beëindig**

6. (a) ’n Vrou wat die beëindiging van haar swangerskap versoek, asook die geneesheer of geregistreerde vroedvrou wat die beëindiging van die swangerskap van daardie vrou uitvoer, moet ’n standaard toestemmingsvorm invul.

(b) Die toestemming van ’n vrou tot die prosedure om haar swangerskap te beëindig moet toestemming insluit tot ander chirurgiese prosedures wat noodsaaklik mag wees vanwee komplikasies geassosieer met die beëindiging van haar swangerskap.

**Voorligting**

7. (a) Voorligting kragtens artikel 4 van die Wet moet minstens voldoende inligting insluit om ’n vrou behulpzaam te wees om ’n oorwoë keuse aangaande die beëindiging van haar swangerskap te maak.

(b) ’n Vrou wat die beëindiging van haar swangerskap versoek, moet gedurende voorligting ingelig word aangaande—

(i) die beskikbare alternatiewe vir die beëindiging van haar swangerskap;

(ii) die prosedure en die geassosieerde risiko’s van die beëindiging van haar swangerskap; en

(iii) voorbehoedende maatreëls wat in die toekoms getref kan word.

(c) 'n Vrou wat die beëindiging van haar swangerskap versoek moet ook ingelig word dat voorligting privaat en vertroulik is, tensy sy verkies om die aard of inhoud van sodanige voorligting openbaar te maak.

### **Opleidingskursus**

8. (1) Die opleidingskursus vir 'n geregistreerde vroedvrou met betrekking tot die beëindiging van 'n swangerskap moet die volgende insluit—

- (a) voorligtings- en kommunikasievaardighede;
- (b) kliniese bevoegdheid in evaluering en tegniek;
- (c) anestesie en analgesie;
- (d) kennis van voorbehoeding;
- (e) na-aborsiesorg; en
- (f) bestuur van infeksies van die voortplantingstelsels.

(2) 'n Geregistreerde vroedvrou wat die opleidingskursus voltooi het en wat 'n swangerskap in 'n publieke fasiliteit beëindig moet die kliniese riglyne deur die Departement van Gesondheid voorsien, soos van tyd tot tyd gewysig, vir die beëindiging van 'n swangerskap kragtens die Wet volg.

### **Inligting aangaande die beëindiging van 'n swangerskap**

9. 'n Vrou wat die beëindiging van haar swangerskap versoek moet ingelig word—

- (a) dat sy geregtig is op die beëindiging van haar swangerskap op versoek gedurende die eerste 12 weke van die draagtyd;
- (b) dat haar swangerskap in die omstandighede bedoel in artikel 2 (1) (b) van die Wet beëindig kan word vanaf die 13de tot en met die 20ste week van die draagtyd;
- (c) dat slegs haar toestemming vereis word vir die beëindiging van haar swangerskap;
- (d) dat voorligting bedoel in artikel 4 van die Wet beskikbaar is; en
- (e) van die ligging van fasiliteite vir die beëindiging van swangerskappe.

### **Aansoek deur 'n privaat gesondheidsfasiliteit vir aanwysing as 'n fasiliteit**

10. 'n Privaat gesondheidsfasiliteit moet skriftelik aansoek doen by die Minister vir aanwysing as 'n fasiliteit kragtens artikel 3 van die Wet.

## **AANHANGSEL A**

WET OP KEUSE OOR DIE BEËINDIGING VAN SWANGERSKAP, 1996 (WET No. 92 VAN 1996)

KENNISGEWING VAN BEËINDIGING VAN SWANGERSKAP Kragtens ARTIKEL 7 VAN DIE WET

VORM WAT INGEVUL MOET WORD DEUR 'N GENEESHEER OF 'N GEREGISTREERDE VROEDVROU

(Moet in tweevoud ingevul word)

1. Naam van fasiliteit.....
2. Ouderdom van vrou wat beëindiging versoek .....
3. Waar toepaslik (omkring toepaslike nommer):
  - 3.1 Beëindiging kragtens artikel 2 (1) (a) of (b) van die Wet.
  - 3.2 Ernstige geestesonbevoegdheid [artikel 5 (4) (a) van die Wet].
  - 3.3 Voortdurende bewusteloosheid [artikel 5 (4) (b) van die Wet].

4. Ras (merk met 'n kruis):

Afrikaan	Kleurling	Asiër	Blanke	Ander
----------	-----------	-------	--------	-------

Indien ander, spesifiseer .....

5. Huwelikstaat (merk met 'n kruis):

Enkel	Woon saam	Getroud	Geskei	Weduwee
-------	-----------	---------	--------	---------

6. Datum van laaste menstruele periode (LMP) .....
7. Hoeveel weke swanger? .....
8. Aantal vorige swangerskappe:

Aantal lewende geboortes	Aantal doodgeboortes	Aantal beëindigings	Aantal miskrame
--------------------------	----------------------	---------------------	-----------------

9. Datum van opname .....
- Datum van prosedure .....
- Datum van ontslag .....



**10. Beëindiging van swangerskap:**

(a) eerste 12 weke

(b) 13–20 weke

**11. Rede vir beëindiging van swangerskap (slegs van toepassing op beëindigings uitgevoer vanaf die 13de tot en met die 20ste week van die draagtyd) (Omkring toepaslike nommer):**

11.1 Vrou se liggaamlike of geestesgesondheid [artikel 2 (1) (b) (i) van die Wet].

11.2 Liggaamlike of geestesabnormaliteit van die fetus [artikel 2 (1) (b) (ii) van die Wet].

11.3 Verkragting of bloedsande [artikel 2 (1) (b) (iii) van die Wet].

11.4 Sosiale of ekonomiese omstandighede [artikel 2 (1) (b) (iv) van die Wet].

Naam van geneesheer of geregistreerde vroedvrou .....

Handtekening .....

Datum .....

Kwalifikasies .....

Registrasie nommer .....

**AANHANGSEL B****WET OP KEUSE OOR DIE BEËINDIGING VAN SWANGERSKAP, 1996 (WET No. 92 VAN 1996)****I. VERKLARING DEUR MINDERJARIGE WAT BEËINDIGING VAN HAAR SWANGERSKAP VERSOEK**

Ek, die ondergetekende (van en voorname van minderjarige) .....

....., verklaar hiermee dat ek deur (van en voorname van geneesheer/geregistreerde vroedvrou\*)  
..... kragtens artikel 5 van die Wet geadviseer is om my ouers, voog,  
familielede of vriende te raadpleeg voor die beëindiging van my swangerskap.

Handtekening: .....

Datum: .....

\* Skrap wat nie van toepassing is nie

**II. TOESTEMMING TOT DIE BEËINDIGING VAN DIE SWANGERSKAP VAN 'N VROU WAT ERNSTIG GEESTES-ONBEVOEG OF IN 'N STAAT VAN VOORTDURENDE BEWUSTELOOSHEID IS**

Naam van fasiliteit .....

1. Voorgenome beëindiging van die swangerskap van (van en voorname van minderjarige/meerderjarige vrou)  
....., gebore op ..... met identiteitsnommer  
(waar beskikbaar) ..... en die fasiliteit-/hospitaal-/klinieknommer .....2. Ek, (van en voorname) ..... die ondergetekende,  
handelende as natuurlike voog/wettige voog/*curator personae*/gade\* van bogenoemde vrou, versoek en stem toe  
kragtens artikel 5 (4) (i) of (ii) van die Wet tot die beëindiging van die swangerskap van (van en voorname van  
bogenoemde minderjarige/meerderjarige vrou) .....  
wat—(a) in so 'n mate ernstig geestesonbevoeg is dat sy geheel en al onbevoeg is om die aard of gevolge van die  
beëindiging van haar swangerskap te begryp; of(b) in 'n staat van voortdurende bewusteloosheid is en geen redelike vooruitsig het om betyds haar bewysyn  
te herwin om die beëindiging van haar swangerskap ingevolge artikel 2 van die Wet te versoek en  
toestemming daartoe te verleen nie.

Handtekening: .....

Datum: .....

Natuurlike voog/wettige voog/*curator personae*/gade\* weier om toe te stem.**TOESTEMMING VAN TWEE GENEESHERE OF 'N GENEESHEER EN 'N GEREISTREERDE VROEDVROU**3. Ek, ....., die ondergetekende, wat 'n geneesheer  
is, en ek, ....., die ondergetekende, wat 'n geneesheer is/'n geregistreerde  
vroedvrou is wat die opleidingskursus voltooi het\*, sertifiseer dat ons (van en voorname van bogenoemde minder-  
jarige/meerderjarige vrou) ..... op .....  
ondersoek het.

4. Dit is ons mening dat haar swangerskap binne die eerste 20 weke van die draagtyd is en\*—

(a) dat die voortgesette swangerskap 'n gevaar inhou van benadeling van die vrou se liggaamlike of geestes-  
gesondheid [artikel 2 (1) (b) (i) van die Wet];(b) dat daar 'n wesenlike gevaar bestaan dat die fetus aan erge liggaamlike of geestesabnormaliteit sal ly  
[artikel 2 (1) (b) (ii) van die Wet];

(c) dat die swangerskap voortgevoel het uit verkragting of bloedsande [artikel 2 (1) (b) (iii) van die Wet]; of

- (d) dat voortgesette swangerskap die sosiale of ekonomiese omstandighede van die vrou aansienlik sal benadeel [artikel 2 (1) (b) (iv) van die Wet].

5. Ons stem toe tot die beëindiging van haar swangerskap.

- (a) Handtekening: ..... Datum:.....  
 Kwalifikasies: ..... Registrasienuommer: .....
- (b) Handtekening: ..... Datum:.....  
 Kwalifikasies: ..... Registrasienuommer: .....

\* Omkring wat toepaslik is.

## DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 129

31 January 1997

LABOUR RELATIONS ACT, 1956

### BUILDING INDUSTRY, KROONSTAD: AMENDMENT OF AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b) and 13, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

**T. T. MBOWENI**

Minister of Labour

### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, KROONSTAD

#### AGREEMENT

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

#### Kroonstadse Vereniging van Boumeesters en Aanverwante Vakke

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

#### Amalgamated Union of Building Trade 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 Building Industry, Kroonstad,

to amend the Agreement published under Government Notice No. R. 2588 of 23 December 1988, as amended by Government Notices Nos. R. 2581 of 11 September 1992, R. 2155 of 12 November 1993, R. 220 of 17 February 1995 and R. 977 of 14 June 1996.

### 1. SCOPE OF APPLICATION

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

- (a) in the Magisterial District of Kroonstad;
- (b) by all employers and employees in the Building Industry who are members of the employers' organisation and the trade union, respectively.

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

- (a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

- (b) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;
- (c) apply to working partners and working directors, principals and contractors;
- (d) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training.

## 2. CLAUSE 3: DEFINITIONS

(1) Insert the following definitions after the definition of "Industry":

**"'labour-only contract'** means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, and where such person is not in the ordinary course of his business responsible for the delivery of or payment for materials in the execution of the work;

**'labour-only contractor'** means a person undertaking labour-only contracting;"

(2) Substitute the following for the definition of "emergency work":

**"'emergency work'**, without limiting the ordinary meaning of the term, shall include any work that cannot be performed within the ordinary hours of work prescribed in clause 9 and that is necessary to ensure the health or safety of the public or the carrying on of any other industry, business or undertaking, or any work which, owing to causes such as fire, storm, flood, accident or act of violence, or which could cause the employer to suffer financial losses, must be performed without delay;"

## 3. CLAUSE 4: WAGES

Substitute the following for subclause (1):

**"(1)** Subject to the remaining provisions of this clause, an employer shall pay, and an employee shall accept, wages as proposed herein, which wages shall not be lower than the following wages for employees who have been in a particular employer's employ for 12 months or more:

	<i>Per hour</i>
(a) General worker .....	R3,20
(b) Plant operator/specified skills worker .....	R4,00
(c) Artisan .....	R5,00
(d) Craftsman .....	R8,21".

## 4. CLAUSE 8: PAYMENT OF REMUNERATION

Insert the following new subclause (5):

- (5) An employee shall be compelled to report his employer immediately to the Council, if he does not receive his wages and benefits in terms of this Agreement, or if he suspects that the contributions towards such benefits are not paid over by his employer to the Council."

## 5. CLAUSE 10: OVERTIME

Substitute the following for subclause (2):

- (2) "Should an employer require his employees to work overtime, he shall give them at least 16 hours' notice of such fact: Provided that no prior notice of overtime shall be required when employees are engaged on essential services or when employees are required to work overtime owing to emergency work. In the latter instance, the employer shall provide food and transport to the employees who could not make arrangements in advance."

## 6. CLAUSE 11: TERMINATION OF EMPLOYMENT

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

**"(1)** Whenever an employer or an employee intends terminating a contract of employment—

- (a) during the first 65 working days of employment, two hours' notice of termination of employment shall be required;
- (b) after the first 65 working days of employment, up to and including 24 months of employment, he shall give to the other party two working days' notice of termination of employment;
- (c) after 24 months of employment, he shall give to the other party five working days' notice of termination of employment."

## 7. CLAUSE 13: SAFETY PROVISIONS

Substitute the following for this clause:

- "(1)** Every employer and every employee shall comply with the Occupational Health and Safety Act, 1993, and the regulations made thereunder.

- (2) An employee who is a witness to, or who knows about or suspects that a co-employee has committed a theft or is under the influence of alcohol or prohibited drugs or is using such prohibited substances whilst on duty, shall be compelled to report it to his supervisor or employer immediately, in order to assist in ensuring the safety and order of the workplace.”.

#### 8. CLAUSE 14: WET-WEATHER SHELTER

- (1) Substitute the following for the heading of this clause:

##### “14. RAINY WEATHER”

- (2) Substitute the following for this clause:

- “(1) Employees shall, irrespective of rainy weather, report for duty, whereafter the employer and employees shall jointly decide whether to work or not. Employees shall be remunerated for time worked.
- (2) At any site where building operations are being carried on an employer shall provide suitable accommodation in which employees may take shelter during rainy weather.”.

#### 9. CLAUSE 19: EXPENSES OF THE COUNCIL

Substitute the following for subclause (1):

- “(1) For the purpose of meeting the expenses of the Council, every employer and employee shall contribute on a weekly basis an equal amount as prescribed herein for employees for whom wages are proposed in clause 4 hereof:

	Employer contribution	Employer contribution	Total
(a) General worker .....	R1,27	R1,27	R2,54
(b) Plant operator/specified skills worker .....	R1,58	R1,58	R3,16
(c) Artisan.....	R1,98	R1,98	R2,96
(d) Craftsman .....	R3,25	R3,25	R6,50

Provided that the provisions of this subclause shall not apply in respect of an employee who has worked for the same employer for less than 40 hours in any week, with due observance of humanitarian leave and permission of absence.”.

#### 10. CLAUSE 20: REGISTRATION OF EMPLOYERS AND EMPLOYEES

Insert the following new subclause (5) (c):

- “(c) Employers and employees shall be jointly and severally responsible for ensuring that an employee who enters the Building Industry is duly registered with the Council.”.

#### 11. CLAUSE 39: BASIS OF PAYMENT

Substitute the following for this clause:

- “(1) Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at the rate prescribed in clause 4 for the operation or operations performed and shall not be based upon the technical skill or qualifications of the employee concerned.
- (2) The giving out by employers or the performance by employees of work on a piece-work basis, or any system of payment for labour by which the earnings of an employee are based or calculated partly or wholly upon quantity or measurement of the work performed shall be allowed: Provided that any employee remunerated on the above basis shall not be paid less than he would have been entitled to had he worked as an hourly paid employee.”.

#### 12. CLAUSE 40: PROHIBITED EMPLOYMENT

- (1) Substitute the following for the heading of this clause:

##### “40. PROHIBITED EMPLOYMENT AND GIVING OUT OF WORK”

- (2) Insert the following new subclause (3):

- “(3) No person shall undertake work in the Building Industry in terms of a labour-only contract unless he is registered with the Council as an employer, or, if he is not an employer, as if he were an employer. The onus shall be on the employer giving out such work to satisfy himself that such person is so registered. The only proof of such registration shall be the Council's registration certificated. No employer shall give out work to a labour-only contractor without the latter being duly registered with the Council.”.

#### 13. CLAUSE 46: EMPLOYER'S ORGANISATION FEES

In subclause (1), substitute the expression “55c” for the expression “40c”.

Signed at Kroonstad, on behalf of the parties, this 24th day of October 1996.

**J. H. LABUSCAGNE**

Chairman

**J. P. JOUBERT**

Vice-Chairman

**M. M. UNWIN**

Secretary



No. R. 129

31 Januarie 1997

## WET OP ARBEIDSVERHOUDINGE, 1956

**BOUNYWERHEID, KROONSTAD: WYSIGING VAN OOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b) en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van die Wysigings-ooreenkoms gespesifiseer.

**T. T. MBOWENI****Minister van Arbeid****BYLAE****NYWERHEIDSRaad VIR DIE BOUNYWERHEID, KROONSTAD****OOREENKOMS**

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

**Kroonstadse Vereniging van Boumeesters en Aanverwante Vakke**

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

**Amalgamated Union of Building Trade Workers of South Africa**

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kroonstad,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2588 van 23 Desember 1988, soos gewysig deur Goewermentskennisgewings Nos. R. 2581 van 11 September 1992 en R. 2155 van 12 November 1993. R. 220 van 17 Februarie 1995 en R. 977 van 14 Junie 1996.

**1. TOEPASSINGSBESTEK**

- (1) Hierdie Ooreenkoms moet nagekom word—
  - (a) in die landdrosdistrik Kroonstad;
  - (b) deur alle werkgewers en werknemers in die Bounywerheid wat lede van onderskeidelik die werkgewers-organisasie en die vakvereniging is.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms—
  - (a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is;
  - (b) van toepassing op kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is;
  - (c) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;
  - (d) nie van toepassing nie op universiteitstudiante en gegraduateerdes in die bouwetenskap en konstruksie-toesighouers, konstruksieopmeters en ander sodanige persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

**2. KLOUSULE 3: WOORDOMSKRYWING**

- (1) Voeg die volgende omskrywings in na die omskrywing van "Nywerheid":

"'slegs-arbeid kontrak' 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, en waarvolgens hy nie in die gewone loop van sake verantwoordelik is vir die lewering of betaling van materiaal in die uitvoering van die werk nie;

'slegs-arbeid-kontrakteur' iemand wat slegs-arbeid-kontrakwerk onderneem;"

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

"**Noodwerk**", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werksure, in klousule 9 voorgeskryf, verrig kan word nie en wat nodig is om die gesondheid of veiligheid van die publiek of die voortsetting van 'n ander nywerheid, saak of onderneming te verseker, of werk wat as gevolg van 'n brand, storm, oorstroming, ongeluk of gewelddaad, of wat die betrokke werkgewer finansiële skade kan berokken, sonder versuim verrig moet word;"

### 3. KLOUSULE 4: LONE

Vervang subklousule (1) deur die volgende:

"(1) Behoudens die oorblywende bepalings van hierdie klousule, moet 'n werkgewer lone betaal en 'n werknemer lone aanvaar soos hierin voorgestel, welke lone nie laer mag wees nie as die volgende lone vir werknemers wat 12 maande of langer by 'n bepaalde werkgewer in diens is:

	Per uur
(a) Algemene werker .....	R3,20
(b) Uitrustingbediener/Werker met gespesifiseerde vaardighede .....	R4,00
(c) Ambagsman .....	R5,00
(d) Vakman.....	R8,21".

### 4. KLOUSULE 8: BETALING VAN BESOLDIGING

Voeg die volgende subklousule (5) in:

(5) 'n Werknemer is verplig om die Raad onmiddellik in kennis te stel indien hy nie sy voorgestelde lone en byvoordele kragtens van hierdie Ooreenkoms ontvang nie, of vermoed dat die bydraes tot sodanige byvoordele nie deur sy werkgewer aan die Raad oorbetaal word nie."

### 5. KLOUSULE 10: OORTYDWERK

Vervang subklousule (2) deur die volgende:

"(2) Indien 'n werkgewer vereis dat sy werknemers oortyd werk, moet hy aan hulle minstens 16 uur kennis daarvan gee: Met dien verstande egter dat heen voorafkennisgewing vereis word om oortyd te werk nie wanneer werknemers noodsaaklike dienste verrig of wanneer dit as gevolg van noodwerk van werknemers vereis word om oortyd te werk. In laasgenoemde geval moet die werkgewer kos en vervoer verskaf aan die werknemers wat nie vooraf reëlings daarvoor kon tref nie."

### 6. KLOUSULE 11: DIENSBEËINDIGING

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

"(1) Wanneer 'n werkgewer of werknemer voornemens is om 'n dienskontrak te beëindig—

- (a) Gedurende die eerste 65 werkdag diens, word 2 ure kennis vereis;
- (b) na die eerste 65 werkdag diens, tot en met 24 maande diens, moet hy aan die ander party twee werkdag kennis gee van diensbeëindiging;
- (c) na 24 maande diens, moet hy die ander party vyf werkdag kennis gee van diensbeëindiging;"

### 7. KLOUSULE 13: VEILIGHEIDBEPALINGS

Vervang dié klousule in sy geheel deur die volgende:

"(1) Elke werkgewer en elke werknemer moet voldoen aan die Wet op Beroepsveiligheid, 1993, en die regulasies wat daarkragtens opgestel is.

(2) 'n Werknemer wat 'n getuie is van, of kennis dra van, of vermoed dat 'n medewerknemer 'n diefstal pleeg of gepleeg het of onder die invloed van drank of verbode dwelms is of sodanige verbode stowwe gebruik terwyl sodanige medewerknemer aan diens is, is verplig om dit onmiddellik aan sy voorman of werkgewer te rapporteer, ten einde te help om die veiligheid en orde van die werkplek te verseker."

### 8. KLOUSULE 14: SKUILING TEEN REËNWEER

(1) Vervang die opskrif van hierdie klousule deur die volgende:

#### "14. REËNWEER"

(2) Vervang dié klousule deur die volgende:

"(1) Werknemers moet, ten spyte van reënweer, vir diens aanmeld, waarna die werkgewer in oorleg met sy werknemers, sal besluit of daar gewerk gaan word, al dan nie. Werknemers moet vir die tydperk gewerk vergoed word.

(2) 'n Werkgewer moet op 'n terrein waar bouwerksaamhede verrig word, geskikte huisvesting verskaf waarin werknemers gedurende reënweer kan skuil."

**9. KLOUSULE 19: UITGAWES VAN DIE RAAD**

Vervang subklousule (1) deur die volgende:

- "(1) Ten einde die uitgawes van die Raad te bestry, moet werkgewers en werknemers elk 'n gelyke bedrag soos hierin voorgeskryf vir werknemers vir wie lone in klousule 4 hiervan voorgestel word, per week bydra:

	<i>Werkgewer bydrae</i>	<i>Werknemer bydrae</i>	<i>Totaal</i>
(a) Algemene werker.....	R1,27	R1,27	R2,54
(b) Uitrusting-bediener/werker met gespesifiseerde vaardighede .....	R1,58	R1,58	R3,16
(c) Ambagsman.....	R1,98	R1,98	R2,96
(d) Vakman .....	R3,25	R3,25	R6,50

Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n werknemer wat minder as 40 uur in 'n week vir dieselfde werkgewer gewerk het nie, menslikheidsverlof en toestemming tot afwesigheid in ag genome."

**10. KLOUSULE 20: REGISTRASIE VAN WERKGEWERS EN WERKNEMERS**

Voeg die volgende nuwe subklousule 5 (c) in:

- "(c) Werkgewers en werknemers is gesamentlik en afsonderlik verantwoordelik om toe te sien dat 'n werknemer by die Raad geregistreer word sodra sodanige werknemer toetree tot die bounywerheid."

**11. KLOUSULE 39: GRONDSLAG VIR BETALING**

Vervang dié klousule in sy geheel deur die volgende:

- "(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet daar vir alle werk wat verrig is, betaal word teen die loon wat voorgeskryf is in klousule 4, vir die werksaamheid of werksaamhede wat verrig word, en dit mag nie op die tegniese bedrewenheid of kwalifikasies van die betrokke werknemer gegrond word nie.
- (2) Die uitbesteding van werk deur werkgewers of die uitvoering van werk deur werknemers op 'n stukwerk-grondslag of 'n ander betaalstelsel vir arbeid waar die besoldiging van 'n werknemer gedeeltelik of in die geheel bereken word op die hoeveelheid of omvang van die werk wat verrig word, word toegelaat: Met dien verstande dat 'n werknemer wat op genoemde grondslag besoldig word, nie minder betaal moet word nie as waarop hy geregtig sou gewees het indien hy as 'n uurlikse besoldigde werknemer gewerk het."

**12. KLOUSULE 40: VERBOD OP INDIENSNEMING**

- (1) Vervang die opskrif deur die volgende:

**"40. VERBOD OP INDIENSNEMING EN UITBESTEDING VAN WERK"**

- (2) Voeg die volgende nuwe subklousule 3 in:

- "(3) Geen persoon mag werk in die Bounywerheid kragtens 'n slegs-arbeid-kontrak onderneem nie, tensy hy by die Raad geregistreer is as 'n werkgewer, of indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is. Die onus berus by die werkgewer wat sodanige werk uitgee om hom te vergewis dat die betrokke persoon as sodanig geregistreer is. Die enigste bewys van sodanige registrasie sal die Raad se registrasie-sertifikaat wees. Geen werkgewer mag werk uitgee aan 'n slegs-arbeid-kontrakteur sonder dat laasgenoemde behoorlik by die Raad geregistreer is nie."

**13. KLOUSULE 46: WERKGEWERSORGANISASIEGELDE**

In subklousule (1), vervang die uitdrukking "40c" deur die uitdrukking "55c".

Namens die partye te Kroonstad op hede die 24ste dag van Oktober 1996 onderteken.

**J. H. LABUSCAGNE**

**Voorsitter**

**J. P. JOUBERT**

**Ondervoorsitter**

**M. M. UNWIN**

**Sekretaris**

**No. R. 130****31 January 1997**

LABOUR RELATIONS ACT, 1956

**CANCELLATION OF GOVERNMENT NOTICES****MOTOR INDUSTRY: MICWU MEDICAL FUND AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 832 and R. 833 of 23 June 1995, R. 174 of 9 February 1996 and R. 1041 of 28 June 1996, with effect from 3 February 1997.

**T. T. MBOWENI****Minister of Labour****No. R. 130****31 Januarie 1997**

WET OP ARBEIDSVERHOUDINGE, 1956

**INTREKKING VAN GOEWERMENSKENNISGEWINGS****MOTORNYYWERHEID: MICWU-MEDIESEFONDSOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings Nos. R. 832 en R. 833 van 23 Junie 1995, R. 174 van 9 Februarie 1996 en R. 1041 van 28 Junie 1996 in, met ingang van 3 Februarie 1997.

**T. T. MBOWENI****Minister van Arbeid****No. R. 131****31 January 1997**

LABOUR RELATIONS ACT, 1956

**MOTOR INDUSTRY: AUTOMED AUTO WORKERS' MEDICAL AID FUND AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement 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 3 February 1997 and for the period ending 31 July 1997, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union.

**T. T. MBOWENI****Minister of Labour****SCHEDULE****THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****AUTOMED AUTO WORKERS' MEDICAL AID FUND AGREEMENT**

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

**South African Motor Industry Employers' Association**

and the

**South African Vehicle Builders' and Repairers' Association**

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

**National Union of Metalworkers of South Africa**

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

being the parties to the National Industrial Council for the Motor Industry.

**1. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in operation for the period ending 31 July 1997, or for such period as may be determined by the Minister.



## 2. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the regions as defined in the Agreement published under Government Notice No. R. 1599 of 30 July 1982, by all employers in the Motor Industry who are members of the employers' organisations, and by all employees in the said Industry who are members of the trade union.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply in respect of apprentices and their employers, but only in so far as such application is not inconsistent with the provisions of the Manpower Training Act, 1981, or any regulation made thereunder or any contract entered into in terms thereof.

## 3. DEFINITIONS

Any terms used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act; any reference to an Act shall include any amendments thereto; and unless the contrary intention appears, words importing the masculine gender shall include females, and *vice versa*; further unless inconsistent with the context—

“**Act**” means the Labour Relations Act, 1956;

“**apprentice**” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981;

“**basic plan member**” means any member who has elected to become a basic plan member of the Fund;

“**compulsory member**” means any employee for whom membership of this Fund is compulsory in terms of clause 5 (1) of this Agreement;

“**continuation member**” means any person who has been admitted to membership of the Fund by a regional council in terms of clause 5 of this Agreement;

“**Council**” means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Act;

“**Fund**” means the AUTOMED Auto Workers' Medical Aid Fund established in terms of this Agreement;

“**higher plan member**” means any member who has elected to become a higher plan member of the Fund;

“**lower plan member**” means any member who has elected to become a lower plan member of the Fund;

“**Main Agreement**” means the Agreement in which wages and other conditions of service are prescribed for employees in the Motor Industry;

“**Management Committee**” means the committee appointed by the National Industrial Council for the Motor Industry to exercise control over and manage the affairs of the Fund;

“**Motor Industry**” means the Motor Industry as defined in the Main Agreement of the Council;

“**non-contributory member**” means a pensioner admitted to voluntary membership of the Fund by a regional council in terms of clause 5 of this Agreement;

“**normal weekly remuneration**” means the amount which an employer regularly pays an employee in respect of his ordinary hours of work and does not include any remuneration which an employee who is employed on a piece-work or commission basis received over and above the amount which he would have received if he had not been employed on such basis;

“**Region BR**” means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka and Wodehouse;

“**Region EP**” means the municipal areas of Despatch and Grahamstown, and the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Middelburg (Eastern Cape), Mossel Bay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Northern Cape), Steynsburg, Steytleville, Somerset East, Uitenhage, Uniondale, Venterstad and Willowmore;

“**Region NL**” means the Province of Natal as it existed immediately before the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and the Magisterial District of Mount Currie;

“**Region OFS & NC**” means the Province of the Free State and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Upington, Vryburg and Warrenton;

“**Region TVL**” means the Province of the Transvaal as it existed immediately before the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);

“**Region WP**” means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (Western Cape), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg;

“**regional council**” means a committee appointed as such by the Council in terms of its constitution for any region herein defined;

**"rules"** means the rules of the Fund as prescribed in terms of clause 10 of this Agreement;

**"standard plan member"** means any member who has elected to become a standard plan member of the Fund;

**"voluntary member"** means a person admitted to membership by a regional council in terms of clause 5 of this Agreement;

**"week"** means a period of seven consecutive days commencing at midnight on a Sunday.

#### 4. CONTINUATION AND OBJECTS OF THE FUND

(1) The Fund established in terms of the Agreement published under Government Notice No. R. 1443 of 19 July 1974 is hereby continued and shall be known and referred to as the "AUTOMED Auto Workers' Medical Aid Fund" (hereinafter referred to as the "Fund").

(2) The Fund shall consist of—

- (a) moneys standing to the credit of the Fund as at the date of coming into operation of this Agreement;
- (b) moneys accruing from contributions as prescribed in clause 7 of this Agreement;
- (c) interest on investments; and
- (d) any other moneys to which the Fund may become entitled.

(3) The objects of the Fund shall be, in accordance with the Rules of the Fund as determined from time to time—

- (a) to assist members in any manner whatsoever in relation to medical or surgical attention designed to promote or preserve their or their dependants' good health;
- (b) to contribute towards the funds of any hospital, nursing home, convalescent home or charitable institution upon such terms and conditions as may from time to time be determined;
- (c) to contract with any hospital, nursing home, convalescent home or other similar institution for the care of sick or convalescent members;
- (d) to contract with any chemist, druggist or any other person for the supply of medicine, drugs and medical comforts;
- (e) to assist the dependants of deceased members by means of financial grants or otherwise;
- (f) to do all such things as are necessary, incidental or conducive to the welfare of members and to the attainment of the aforementioned objects; and
- (g) to take measures for the prevention of sickness and for the improvement and promotion of health amongst members.

#### 5. MEMBERSHIP

(1) *Compulsory membership:* Membership of the Fund shall be compulsory for all employees in the Motor Industry who are validly in possession of a membership card issued by the National Union of Metalworkers of South Africa.

(2) *Voluntary membership:* Employees of the South African Motor Industry Employers' Association, the National Union of Metalworkers of South Africa, the Council, the Motor Industry Pension Fund Administrators (Pty) Ltd, the Motor Industry Training Board, or any persons for whom membership is not compulsory in terms of subclause (1) of this clause and who are directly engaged or employed in or in connection with the Motor Industry, may be admitted to voluntary membership of the Fund at the discretion of the regional council concerned. The provisions of this Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and to their employers.

(3) *Registration:* (a) Every person for whom membership of the Fund is compulsory in terms of subclause (1) shall complete and lodge the form prescribed in Annexure A to this Agreement with the secretary of the regional council for the region in which he is employed within one month of the date on which this Agreement comes into operation, or within one month of the date on which he enters, re-enters or becomes employed in the Motor Industry, and shall furnish such additional information or documentary evidence as the regional council concerned may require.

(b) Every employee who is admitted to voluntary membership in terms of subclause (2) shall complete the form prescribed in Annexure B to this Agreement and lodge such completed form with the secretary of the regional council for the region in which he is employed within one month after the payment of the first contribution on his behalf.

(4) *Non-contributory and continuation membership:* Subject to the provisions of the rules of the Fund—

- (a) members who retire on pension from their employment in the Motor Industry may either be admitted to non-contributory membership or permitted to contribute as a continuation member; and
- (b) the surviving spouse of a deceased contributor may be permitted to contribute as a continuation member.

#### 6. TERMINATION OF MEMBERSHIP

(1) Compulsory membership of the Fund shall terminate concurrently with the cessation of employment in the Motor Industry, but a regional council may permit a member who becomes temporarily unemployed to retain his membership under such conditions as the regional council may determine.

(2) (a) Voluntary membership of the Fund shall end immediately the member concerned ceases to be employed in the Motor Industry, or takes up employment in the Motor Industry in a capacity which obliges him to become a compulsory contributor to this Fund or to any other medical scheme.

(b) Voluntary membership of the Fund may be terminated by 14 days' notice, in writing, given by the regional council concerned to a voluntary member, or by the voluntary member giving a similar period of notice of termination of membership to the regional council concerned.

(3) An ex-member of the Fund shall not be entitled to any benefits for medical attention received subsequent to the last day of employment in the Industry.

(4) A person who returns to the Motor Industry after a period of absence and becomes a compulsory contributor, or an ex-member who takes up voluntary membership after a period of non-membership, shall be regarded as an entirely new member unless otherwise decided by the regional council concerned.

## 7. CONTRIBUTIONS

(1) (a) Every member admitted to the higher plan in terms of the Rules of the Fund who registers dependants in terms of clause 8 shall contribute as follows to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more:

- (i) A member who registers one dependant: R24,50 per week;
- (ii) a member who registers more than one dependant: R1,00 per week for each additional dependant.

(b) Every member admitted to the higher plan in terms of the Rules of the Fund not referred to in paragraph (a) shall contribute R21,70 per week to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more.

(c) Every member admitted to the lower plan in terms of the Rules of the Fund who registers dependants in terms of clause 8 shall contribute as follows to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more:

- (i) A member who registers one dependant: R9,10 per week;
- (ii) a member who register more than one dependant: R1,00 per week for each additional dependant.

(d) Every member admitted to the lower plan in terms of the Rules of the Fund not referred to in paragraph (c) shall contribute R8,40 per week to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more.

(e) Every standard plan member of the Fund who registers dependants in terms of clause 8 shall contribute as follows to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more:

- (i) A member who registers one dependant: R67,40 per week;
- (ii) a member who registers more than one dependant: R1,40 per week for each additional dependant.

(f) Every standard plan member of the Fund not referred to in paragraph (e) shall contribute R57,50 per week to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more.

(g) Every basic plan member of the Fund who registers dependants in terms of clause 8 shall contribute as follows to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more:

- (i) A member who registers one dependant: R23,66 per week;
- (ii) a member who registers more than one dependant: R1,00 per week for each additional dependant.

(h) Every basic plan member of the Fund not referred to in paragraph (g) shall contribute R21,44 per week to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more.

(2) The contributions specified in subclause (1) shall be deducted by the employer from the compulsory member's wages on the first pay day after this Agreement comes into operation, and on each pay day thereafter: Provided that where a compulsory member receives or is entitled to receive wages from less than 23 hours in any week, no contributions shall be deductible from his wages in respect of such week.

(3) To each weekly contribution deducted in accordance with subclause (1) the employer shall add an amount equal to that specified in subclause (1) (a), (b), (c), (d), (e), (f), (g) or (h), as the case may be.

(4) The contributions payable in respect of a voluntary members shall be the same as the contributions paid jointly by compulsory members and their employers, but the manner in which the contributions are divided between the employer and the voluntary member shall be determined by agreement between such voluntary member and his employer: Provided that the weekly deduction from the voluntary member's remuneration shall at no time exceed the amount specified in his application for membership in the form prescribed in Annexure B to this Agreement.

(5) The total amount of contributions deducted from the wages of employees and contributed by employers in terms of subclauses (1), (3) and (4) shall be paid each month to the secretary of the regional council for the region within the area of jurisdiction of which the employer's establishment is situated, and shall be accompanied by a written statement containing the following details:

- (a) Name of contributor;
- (b) amount of contribution remitted in respect of each contributor;
- (c) date service began or date service ended, in the case of contributors whose employment began or ended since the details were last submitted.



(6) Every employer shall pay the total amount of the contributions payable and render the statement of details required each month in terms of subclause (5) to the secretary of the regional council concerned by not later than the 10th day of the month following the month to which the contributions and details relate.

**Note:**

(a) The present postal addresses of the secretaries of the various regional councils are as follows:

Region BR: P. O. Box 714, East London, 5200;

Region EP: P. O. Box 3164, Port Elizabeth, 6000;

Region NL: P. O. Box 17263, Congella, 4013;

Region OFS and NC: P. O. Box 910, Bloemfontein, 9300;

Region TVL: P. O. Box 8477, Johannesburg, 2000;

Region WP: P. O. Box 1946, Cape Town, 8000.

(b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the secretary of the regional council concerned.

(7) Should any amount due in terms of this clause not be received by the Council by the 15th 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 one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the regional council concerned: Provided that a regional council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

## 8. DEPENDANTS

(1) In order to be eligible for benefits in respect of their dependants, members who contribute to the Fund in terms of clause 7 of this Agreement shall make application for the registration of their dependants on the prescribed form and shall furnish such information and documentary evidence as the regional council concerned may require.

(2) Subject to subclause (1) hereof, and subject to the Rules of the fund, the following persons shall be registered as dependants:

(a) A member's spouse and

(b) a member's children under the age of 18 years (including legally adopted children), who are wholly dependant on the member.

(3) Any person, other than those referred to in subclause (2), who is dependant on a member, may be registered as a dependant under such terms and conditions as the regional council concerned may in its discretion determine.

## 9. BENEFITS

(1) Subject to the provisions of the Rules of the Fund, every member who has made the number of contributions prescribed in these rules for the various benefits shall be eligible for medical, surgical, hospital and other benefits provided by the Fund.

(2) Notwithstanding anything to the contrary contained in this Agreement, a regional council shall have the right to deduct from any benefit payable by the Fund any contributions due or owing by the member to whom or on behalf of whom such benefit is paid.

## 10. ADMINISTRATION

(1) The Fund shall be administered by the regional councils in accordance with the rules prescribed for the purpose by the Management Committee and the Council. Such rules shall not be inconsistent with the provisions of this Agreement or the Act and shall, prescribe *inter alia*—

(a) the Fund's benefits and the qualifications attaching thereto;

(b) the procedure for the lodging and payment of claims.

(2) The Council may at any time make new rules or alter or repeal any existing rules.

(3) Copies of the Fund's Rules in force and particulars of any amendments thereto shall be lodged with the Director-General of Labour.

## 11. POWERS AND DUTIES OF REGIONAL COUNCILS

(1) Subject to the direction of the Council and the Management Committee and to the terms of this Agreement, each regional council shall administer the Fund in the region(s) for which it is appointed.

(2) Every member of the Fund shall be provided by the regional council concerned with a copy of the Rules of the Fund.

(3) A regional council may—

(a) engage employees to assist in the administration of the Fund under such conditions as it may determine;

(b) refuse or withhold any or all benefits from any member and/or his dependants who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall, if he so requires, be given the opportunity of appearing before the regional council to be heard;



- (c) sanction expenditure;
  - (d) empower its chairman and/or vice-chairman and its secretary or other official to sign conjointly on behalf of the Fund any agreement and contract which it has approved;
  - (e) open an account in the name of the Fund at a bank or building society and empower persons to operate such account;
  - (f) appoint local committees in terms of the Rules to assist with the administration of the Fund in any particular area.
- (4) Every regional council shall cause—
- (a) proper notice of its meetings to be given to the inspector defined by regulation under the Act;
  - (b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector and the Council;
  - (c) full and true accounts to be kept of the Fund in the region(s) it administers and such accounts to be audited by an auditor registered in terms of section 23 of the Public Accountants' and Auditors' Act, 1951, whom it shall appoint for the purpose.
- (5) A regional council shall not have any discretionary powers relating to the granting of additional assistance to members and/or dependents, but may submit cases which it considers merit the granting of special relief, with full details, to the Council, for submission to the Management Committee for a ruling on whether and to what extent a special grant may be made.

## 12. FINANCIAL CONTROL

- (1) All moneys received by regional councils on behalf of the Fund shall be deposited in banks or buildings societies in the name of the Fund within three days of receipt and all disbursements from such accounts shall, in relation to each region—
- (a) require the sanction of the regional council concerned;
  - (b) be effected by cheque or other written instrument signed by two persons duly authorised thereto by the regional council concerned;
  - (c) in respect of benefits payable by the Fund, be suspended whenever the total amount standing to the credit of the account of the Fund in question falls below R200 and until such time as it rises above R400.
- (2) The Council shall number consecutively all valid applications for benefits, in the order in which they are received, during any period while payment of benefits has been suspended in terms of subclause (1) (c) (hereinafter referred to as the period of suspension of benefits), and shall retain such applications for attention in terms of subclause (3).
- (3) Whenever payment of benefits has been resumed after a period of suspension of benefits, as set out in subclause (2), priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received.
- (4) Any expenses incurred in connection with the administration of the Fund in any region shall form a charge against the Fund in relation to that region.
- (5) Moneys in excess of any regional council's monthly requirements for the Fund as determined by such regional council, shall be remitted monthly to the Council for investment on behalf of the Fund in terms of the provisions of section 21 (3) of the Act: Provided that, where necessary, the Council may make grants from such moneys to be used for the purposes of the Fund in any region.
- (6) Every regional council shall furnish the Council with monthly reports containing, *inter alia*, particulars of the benefits and assistance provided by the Fund and moneys received and disbursed by the Fund in its region for the period to which the report relates.
- (7) (a) Every regional council, in respect of the region(s) it administers, shall submit to the Council by not later than 15 February each year, statements audited by the auditor appointed in terms of clause 11 (4) (c) and countersigned by its chairman showing the income and expenditure of the Fund for the preceding 12 months ended 31 December and its assets and liabilities as at that date. These statements and the auditor's report thereon shall be available at the offices of the regional councils concerned for inspection by contributors to the Fund, who shall be entitled to make copies thereof or to take extracts therefrom.
- (b) From the audited statements referred to herein the Secretary of the Council shall prepare a consolidated income and expenditure account and balance sheet of the Fund, cause these to be audited by the Council's auditors and, after approval by the Council, lodge copies thereof with the Director-General of Labour.

## 13. INDEMNITY

The members of any regional council and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

## 14. DISPUTES

- (1) Subject to the provisions of subclause (2), any disputes concerning the interpretation, meaning or intention of any provision of this Agreement or concerning the administration of the Fund shall be dealt with by a regional council *mutatis mutandis* in accordance with the procedure laid down in section 9 of the Council's constitution.

(2) (a) A member who is not satisfied with the decision of a regional council in respect of any claims made by him on the Fund, may appeal to the Council and the Council's decision in this connection shall be final.

(b) In the event of a member appealing to the Council, the regional council concerned shall, on being requested to do so by the Council's Secretary, submit details of the member's case to the Council for consideration.

#### **15. EXPIRATION OF AGREEMENT AND DISSOLUTION OF THE COUNCIL**

(1) In the event of the expiration of this Agreement by effluxion of time or for any other cause, the Fund shall continue to be administered by the regional councils until the Fund be liquidated or be continued by a subsequent Agreement: Provided that the Fund shall be liquidated in the manner for winding-up the Fund prescribed in subclause (2), unless an agreement providing for its continuation is entered into within a period of 12 months from the expiration of this Agreement.

(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 the Act, the regional councils shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and provide benefits from the moneys standing to the credit of the Fund as at such date, until such moneys are exhausted. The members of the regional councils existing at that date shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on a regional council may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the regional council. In the event of a regional council 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 trustee or trustees to carry out the duties of the regional council and who shall possess all the powers of the regional council for such purposes.

#### **16. LIQUIDATION**

Upon liquidation or dissolution of the Fund in terms of clause 15 of this Agreement, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration, liquidation or dissolution expenses, which shall be a first charge against the Fund, shall be paid into the general funds of the Council, and if the affairs of the Council have already been wound up and the assets distributed, such balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

#### **17. AGENTS**

The Council or the regional councils may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such person to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

#### **18. EXEMPTIONS**

The Council or a regional council in respect of the region it administers, may grant exemption from any or all of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

#### **19. EXHIBITING OF AGREEMENT**

Every employer in the regions defined herein shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement, in the form prescribed by the regulations under the Act, in legible characters, in the eleven official languages of the Republic of South Africa.

#### **20. PRESCRIPTION**

A regional council shall have the right to refuse to review the manner in which a claim has been dealt with by the Fund if a period of more than two years has elapsed since the date the claim in question was originally paid or rejected.

#### **21. DISHONoured CHEQUES**

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1½ per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

Signed at Randburg on behalf of the parties this 8th day of November 1996.

**T. NIEUWOUDT**

**President of the Council**

**M. LOUW**

**Vice-President of the Council**

**B. G. DU PREEZ**

**General Secretary of the Council**

**ANNEXURE A****AUTOMED AUTO WORKERS' MEDICAL AID FUND****APPLICATION FOR MEMBERSHIP AND REGISTRATION OF DEPENDANTS**

I, (full name in block letters) ....., (Identity No. ....), a member of the following trade union ....., (Union No. ....), employed by (employer's name and address) ..... and residing at (applicant's private address) ..... my date of birth being ..... (day) ..... (month) ..... (year) and occupation being ....., hereby apply to be registered as a member of the AUTOMED Auto Workers' Medical Aid Fund, and for the registration of the undermentioned dependants. I agree to abide by the provisions of the Fund's Rules in force from time to time.

I am single/married/widowed/divorced. (Delete whichever does not apply.)

**Note:** Answer "Yes" or "No" to the following questions, and if the answer is "Yes", give full details:

1. Do you or any of your dependants suffer, or have you or any of your dependants at any time suffered from any deformity, maiming, physical defect, chronic disease, or from any illness? .....
2. (a) Were you previously a contributor to this Fund? .....

If ..... so,  
where? .....  
Name ..... and ..... address ..... of ..... previous  
employer.....

..... Date ..... of  
discharge.....

- (b) Have you contributed at any time to another medical scheme? If so, give dates of membership and name of the fund.....
3. Are you or any of your dependants covered by another medical scheme?.....
4. Are any of your dependants in receipt of an income?.....

**PARTICULARS OF DEPENDANTS (RESIDENT IN SOUTH AFRICA)**

Full name (block letters)	Exact date of birth	Chronic disabilities	Relationship (spouse, daughter, son, etc.)
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

I solemnly and sincerely declare that all the particulars given by me in this form are, to the best of my knowledge and belief, true and correct, and that the above-mentioned dependants reside with me, are not in receipt of an income, and except as specified above, are free from disease or infirmity of a chronic nature.

Dated this .....day of .....19 .....

.....  
Signature

**ANNEXURE B****APPLICATION FOR VOLUNTARY MEMBERSHIP OF THE AUTOMED AUTO WORKERS' MEDICAL AID FUND**

I, (full name in block letters) .....,  
employed by (employer's name and address) .....  
and residing at (applicant's private address) .....  
my date of birth being ..... (day) ..... (month) ..... (year)  
and occupation being .....  
hereby apply to be registered as a voluntary member of the AUTOMED Auto Workers' Medical Aid Fund.

I agree to abide by the provisions of the Fund's Rules in force from time to time.

My Identity Card No. is .....

**Note:** Answer the following questions, and give full details:

- (1) How much have you agreed with your employer to contribute to the Fund each week? .....
- (2) Do you or any of your dependants suffer, or have you or any of your dependants at any time suffered from any deformity maiming, physical defect, chronic disease, or from any illness? .....

- (3) Have you at any time previously contributed to this Fund in this or any other region? .....
- (4) Are you a member of the National Union of Metalworkers of South Africa? .....  
If so, state membership No. ....
- (5) Are you single/married/widowed/divorced? (Delete whichever does not apply.) .....
- (6) Are you or any of your dependants covered by another medical scheme? .....
- (7) Are any of your dependants in receipt of an income? .....

## PARTICULARS OF DEPENDANTS (RESIDENT IN SOUTH AFRICA)

Full name (block letters)	Exact date of birth	Chronic disabilities	Relationship (spouse, daughter, son, etc.)

I solemnly and sincerely declare that all the particulars given by me in this form are, to the best of my knowledge and belief, true and correct, and that the above-mentioned dependants reside with me, are not in receipt of an income, and except as specified above, are free from disease or infirmity of a chronic nature.

Dated this ..... day of ..... 19.....

.....  
Signature

No. R. 131

31 Januarie 1997

## WET OP ARBEIDSVERHOUDINGE, 1956

**MOTORNYWERHEID: AUTOMED- MEDIESE HULPFONDS VIR MOTORWERKERS OOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, vanaf 3 Februarie 1997 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is.

**T. T. MBOWENI****Minister van Arbeid****BYLAE****DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID****OOREENKOMS VIR DIE AUTOMED- MEDIESE HULPFONDS VIR MOTORWERKERS**

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

**South African Motor Industry Employers' Association**

en die

**South African Vehicle Builders' and Repairers' Association**

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

**National Union of Metalworkers of South Africa**

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,  
wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

**1. GELDIGHEIDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 31 Julie 1997 eindig, of vir dié tydperk wat die Minister bepaal.

**2. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet in die streke omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1599 van 30 Julie 1982 nagekom word deur alle werkgewers in die Motornywerheid wat lede is van die werkgewersorganisasie, en deur alle werknemers is genoemde Nywerheid wat lede is van die vakunie.



(2) Ondanks subklousule (1) is hierdie Ooreenkoms op vakleerlinge en op hul werkgewers van toepassing, maar slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of 'n regulasie wat daarkragtens uitgevaardig is of 'n kontrak wat daarkragtens aangegaan is nie.

### 3. WOORDOMSKRYWING

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

**“Wet”** die Wet op Arbeidsverhoudinge, 1956;

**“vakleerling”** 'n werknemer wat 'n skriftelike kontrak van vakleerlingskap uitdien wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of geag word geregistreer te wees;

**“basieseplanlid”** enige lid wat verkies om 'n lid te word van die basiese plan van die Fonds;

**“verpligte lid”** 'n werknemer vir wie lidmaatskap van hierdie Fonds ingevolge klousule 5 (1) van hierdie Ooreenkoms verpligtend is;

**“voortsettingslid”** enige persoon wat deur 'n streekraad ooreenkomstig klousule 5 van hierdie Ooreenkoms tot lidmaatskap toegelaat word;

**“Raad”** die Nasionale Nywerheidsraad vir die Motornywerheid soos geregistreer ingevolge artikel 19 van die Wet;

**“Fonds”** die AUTOMED-Mediese Hulpfonds vir Motorwerkers wat ingevolge hierdie Ooreenkoms ingestel word;

**“hoërplanlid”** enige lid wat verkies om 'n lid te word van die hoër plan van die Fonds;

**“laerplanlid”** enige lid wat verkies om 'n lid te word van die laer plan van die Fonds;

**“Hofooreenkoms”** die Ooreenkoms waarin lone en ander diensvoorwaardes voorgeskryf word vir werknemers in die Motornywerheid;

**“Bestuurskomitee”** die komitee wat deur die Nasionale Nywerheidsraad vir die Motornywerheid aangestel is om beheer oor die Fonds se belange uit te oefen en om dit te bestuur;

**“Motornywerheid”** die Motornywerheid soos omskryf in die Hofooreenkoms van die Raad;

**“nie-bydraende lid”** 'n pensioentrekker wat ingevolge klousule 5 van hierdie Ooreenkoms deur 'n streekraad as vrywillige lid toegelaat word;

**“gewone weeklikse besoldiging”** die bedrag wat 'n werkgewer gereeld aan 'n werknemer betaal ten opsigte van sy gewone werkure en omvat dit nie besoldiging wat 'n werknemer wat op 'n stukwerk- of kommissiegrondslag in diens is, ontvang bo en behalwe die bedrag wat hy sou ontvang het indien hy nie op so 'n grondslag werksaam was nie;”

**“Streek BR”** die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse;

**“Streek OP”** die munisipale gebiede Despatch en Grahamstown en die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Middelburg (Oos-Kaap), Mosselbaai, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Noord-Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uitenhage, Uniondale, Venterstad en Willowmore;

**“Streek NL”** die provinsie Natal soos dit bestaan het onmiddellik voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), en die landdrosdistrik Mount Currie;

**“Streek OVS & NK”** die provinsie Vrystaat en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Upington, Vryburg en Warrenton;

**“Streek TVL”** die provinsie Transvaal soos dit bestaan het onmiddellik voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993);

**“Streek WP”** die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (Wes-Kaap), Hermanus, Hopefield, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namakwaland, Paarl, Piketberg, Prince Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg;

**“streekraad”** 'n komitee wat die Raad ooreenkomstig sy konstitusie as sodanig aangestel het vir 'n Streek hierin omskryf;

**“reëls”** die reëls van die Fonds soos voorgeskryf ingevolge klousule 10 van hierdie Ooreenkoms;

**“standaardplanlid”** enige lid wat verkies om 'n lid te word van die standaard plan van die Fonds;

**“vrywillige lid”** iemand wat ingevolge klousule 5 van hierdie Ooreenkoms deur 'n streekraad as lid toegelaat word;

**“week”** 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin.

#### 4. VOORTSETTING EN DOELSTELLING VAN DIE FONDS

(1) Die Fonds ingestel kragtens die bepalings van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1443 van 19 Julie 1974 word hierby voortgesit en staan bekend as en word genoem die "AUTOMED- Mediese Hulpfonds vir Motorwerkers" (hierna genoem die "Fonds").

(2) Die Fonds bestaan uit—

- (a) geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms
- (b) geld wat oploop uit bydraes soos voorgeskryf in klousule 7 van hierdie Ooreenkoms;
- (c) rente op beleggings;
- (d) alle ander geld waarop die Fonds geregtig word.

(3) Die doelstellings van die Fonds is, ooreenkomstig die reëls van die Fonds soos van tyd tot tyd bepaal—

- (a) om lede op enige wyse hoegenaamd by te staan in verband met mediese of chirurgiese behandeling wat bedoel is om hulle eie gesondheid of dié van hulle afhanklikes te bevorder of te bewaar;
- (b) om op voorwaardes en bedinge wat van tyd tot tyd vasgestel word, tot die fondse van 'n hospitaal, verpleeginrigting, herstellingsoord of liefdadigheidsinrigting by te dra;
- (c) om met 'n hospitaal, verpleeginrigting, herstellingsoord of ander dergelike inrigting 'n kontrak aan te gaan vir die versorging van siek of herstellende lede;
- (d) om met 'n apteker, drogis of ander persoon 'n kontrak aan te gaan vir die verskaffing van medisyne, artsenymiddels en mediese geriewe;
- (e) om afhanklikes van afgestorwe lede deur middel van geldelike toekennings of andersins te help;
- (f) om alles te doen wat nodig of bevorderlik is vir, of gepaard gaan met die welsyn van lede van die bereiking van bogenoemde doelstellings; en
- (g) om maatreëls te tref vir die voorkoming van siekte en vir die verbetering en bevordering van die gesondheid van lede.

#### 5. LIDMAATSKAP

(1) *Verpligte lidmaatskap:* Lidmaatskap van die Fonds is verpligtend vir alle werknemers in die Motornywerheid wat in besit is van 'n geldige lidmaatskapkaart uitgereik deur die National Union of Metalworkers of South Africa.

(2) *Vrywillige lidmaatskap:* Werknemers van die South African Motor Industry Employers' Association, die National Union of Metalworkers of South Africa, die Raad, die Motornywerheidspensioenfondsadministrateurs (Edms.) Beperk, die Opleidingsraad vir die Motornywerheid, of enige persoon vir wie lidmaatskap nie kragtens subklousule (1) van hierdie klousule verpligtend is nie en wat direk betrokke is by of in diens is in of in verband met die Motornywerheid, mag volgens die goedgekeurde van die betrokke streekraad tot vrywillige lidmaatskap van die Fonds toegelaat word. Die bepalings van hierdie Ooreenkoms is *mutatis mutandis* ook van toepassing op enige persoon aldus toegelaat tot vrywillige lidmaatskap en op hulle werkgewers.

(3) *Registrasie:* (a) Elke persoon vir wie lidmaatskap van die Fonds ooreenkomstig subklousule (1) verpligtend is, moet die vorm invul wat in Aanhangel A van hierdie Ooreenkoms voorgeskryf word en dit indien by die sekretaris van die streekraad vir die streek waarin hy in diens is, en wel binne een maand ná die datum waarop hierdie Ooreenkoms in werking tree, of binne een maand ná die datum waarop hy tot die Motornywerheid toetree of hertoetree of daarin in diens geneem word, en moet sodanige bykomende inligting of dokumentêre bewyse verstrek as wat die betrokke streekraad vereis.

(b) Elke werknemer wat ooreenkomstig subklousule (2) tot vrywillige lidmaatskap toegelaat word, moet die vorm invul wat in Aanhangel B van hierdie Ooreenkoms voorgeskryf word en sodanige ingevulde vorm indien by die sekretaris van die streekraad in die streek waarin hy in diens is, en wel binne een maand nadat die eerste bydrae ten behoeve van hom betaal is.

(4) *Nie-bydraende en voortsettingslidmaatskap:* Behoudens die reëls van die Fonds—

- (a) kan lede wat met pensioen uit hul werk in die Motornywerheid aftree tot nie-bydraende lidmaatskap toegelaat word of toegelaat word om as voortsettingslede tot die fonds by te dra;
- (b) kan die oorlewende gade van 'n afgestorwe bydraer toegelaat word om as 'n voortsettingslid tot die Fonds by te dra.

#### 6. BEÏNDIGING VAN LIDMAATSKAP

(1) Verpligte lidmaatskap van die Fonds verval sodra 'n werknemer se diens in die Motornywerheid beëindig word, maar 'n streekraad kan 'n lid wat tydelik werkloos word, toelaat om sy lidmaatskap te behou op voorwaardes wat die streekraad stel.

(2) (a) Vrywillige lidmaatskap van die Fonds verval sodra die betrokke lid se diens in die Motornywerheid beëindig word of sodra hy diens in die Motornywerheid aanvaar in 'n hoedanigheid wat hom noodsaak om 'n verpligte bydraer tot hierdie Fonds of tot enige ander mediese skema te word.

(b) Vrywillige lidmaatskap van die Fonds kan beëindig word deurdat die betrokke streekraad 'n vrywillige lid 14 dae skriftelik kennis gee of deurdat die vrywillige lid die betrokke streekraad kennis van beëindiging van lidmaatskap vir 'n soortgelyke termyn gee.

(3) 'n Gewese lid van die Fonds is nie geregtig op bystand vir mediese behandeling wat hy na die laaste dag van sy diens in die Motornywerheid ontvang het nie.

(4) Iemand wat na 'n tydperk van afwesigheid na die Motornywerheid terugkeer en 'n verpligte bydraer word, of 'n gewese lid wat na 'n tydperk van nie-lidmaatskap vrywillige lidmaatskap aanvaar, word as 'n heeltemal nuwe lid beskou tensy die betrokke streekraad anders besluit.

## 7. BYDRAES

(1) (a) Elke lid wat ingevolge die Reëls van die Fonds tot die hoër plan toegelaat is en wat afhanklikes ingevolge klousule 8 laat registreer, moet soos volg tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid waarvoor hy daarop geregtig is om 'n loon vir 23 uur of meer te ontvang:

(i) 'n Lid wat een afhanklike laat registreer: R24,50 per week;

(ii) 'n lid wat meer as een afhanklike laat registreer: R1,00 per week vir elke bykomende afhanklike.

(b) Elke lid wat ingevolge die Reëls van die Fonds tot die hoër plan toegelaat is en wat nie in paragraaf (a) bedoel word nie, moet R21,70 per week tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid waarvoor hy daarop geregtig is om 'n loon vir 23 uur of meer te ontvang.

(c) Elke lid wat ingevolge die Reëls van die Fonds tot die laer plan toegelaat is en wat afhanklikes ingevolge klousule 8 laat registreer, moet soos volg tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid waarvoor hy daarop geregtig is om 'n loon vir 23 uur of meer te ontvang:

(i) 'n Lid wat een afhanklike laat registreer: R9,10 per week;

(ii) 'n lid wat meer as een afhanklike laat registreer: R1,00 per week vir elke bykomende afhanklike.

(d) Elke lid wat ingevolge die Reëls van die Fonds tot die laer plan toegelaat is en wat nie in paragraaf (c) bedoel word nie, moet R8,40 per week tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid waarvoor hy daarop geregtig is om 'n loon vir 23 uur of meer te ontvang.

(e) Elke standaardplanlid van die Fonds wat ingevolge klousule 8 afhanklikes laat registreer, moet soos volg tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid waarvoor hy daarop geregtig is om 'n loon vir 23 uur of meer te ontvang:

(i) 'n Lid wat een afhanklike laat registreer: R67,40 per week;

(ii) 'n lid wat meer as een afhanklike laat registreer: R1,40 per week vir elke bykomende afhanklike.

(f) Elke standaardplanlid van die Fonds nie in paragraaf (e) bedoel nie, moet R57,50 per week tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid waarvoor hy daarop geregtig is om 'n loon vir 23 uur of meer te ontvang.

(g) Elke basieseplanlid van die Fonds wat ingevolge klousule 8 afhanklikes laat registreer, moet soos volg tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid waarvoor hy daarop geregtig is om 'n loon vir 23 uur of meer te ontvang:

(i) 'n Lid wat een afhanklike laat registreer: R23,66 per week;

(ii) 'n lid wat meer as een afhanklike laat registreer: R1,00 per week vir elke bykomende afhanklike.

(h) Elke basieseplanlid van die Fonds nie in paragraaf (g) bedoel nie, moet R21,44 per week tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid waarvoor hy daarop geregtig is om 'n loon vir 23 uur of meer te ontvang.

(2) Die bydraes in subklousule (1) gespesifiseer, moet op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke daaropvolgende betaaldag deur die werkgewer van die verpligte lid se loon afgetrek word: Met dien verstande dat waar 'n verpligte lid 'n loon vir minder as 23 uur in 'n bepaalde week ontvang of daarop geregtig is, geen bydraes vir daardie week van sy loon afgetrek mag word nie.

(3) By elke weeklikse bydrae wat ooreenkomstig subklousule (1) afgetrek is, moet die werkgewer 'n bedrag voeg gelyk aan dié gespesifiseer in subklousule (1) (a), (b), (c), (d), (e), (f), (g) of (h), na gelang van die geval.

(4) Die bydrae betaalbaar ten opsigte van 'n vrywillige lid is dieselfde as die verpligte bydraes wat gesamentlik deur verpligte bydraers en hulle werkgewers betaal word, maar die wyse waarop hierdie bydraes deur die werkgewer en die vrywillige lid gedeel word, moet by ooreenkoms tussen sodanige vrywillige lid en sy werkgewer bepaal word: Met dien verstande dat die bedrag wat elke week van die vrywillige lid se besoldiging afgetrek word, nooit meer mag wees nie as die bedrag gespesifiseer in sy aansoek om lidmaatskap in die vorm wat in Aanhangsel B van die Ooreenkoms voorgeskryf word.

(5) Die totale bedrag van die bydraes wat ingevolge subklousules (1), (3) en (4) van die lone van werknemers afgetrek en deur werkgewers bygedra word, moet elke maand betaal word aan die sekretaris van die streekraad vir die streek binne wie se jurisdiksie die werkgewer se bedryfsinrigting geleë is, en moet vergesel gaan van 'n skriftelike verklaring wat die volgende besonderhede bevat:

(a) Naam van die bydraer;

(b) bedrag van bydrae aangestuur ten opsigte van elke bydraer;

(c) datum van diensaanvaarding of datum van diensbeëindiging, in die geval van bydraers wie se diens begin of geëindig het sedert die besonderhede laas verstrek was.



(6) Elke werkgewer moet die totale bedrag van die bydraes wat betaalbaar is en die staat van besonderhede wat ingevolge subklousule (5) elke maand vereis word, voor of op die 10de dag van die maand wat volg op die maand waarop die bydraes en besonderhede betrekking het, aan die sekretaris van die betrokke streekraad besorg.

**Let wel:**

- (a) Die huidige posadres van die sekretaris van die verskillende streekraade is soos volg:

Streek BR: Posbus 714, Oos-Londen, 5200;

Streek OP: Posbus 3164, Port Elizabeth, 6000;

Streek NL: Posbus 17263, Congella, 4013;

Streek OVS en NK: Posbus 910, Bloemfontein, 9300;

Streek TVL: Posbus 8477, Johannesburg, 2000;

Streek WP: Posbus 1946, Kaapstad, 8000.

- (b) Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede wat ooreenkomstig hierdie klousule vereis word, op aanvraag verkrygbaar van die sekretaris van die betrokke streekraad.

(7) Indien 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie teen die 15de 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 nie betaal is nie, bereken teen die koers van een en 'n half persent per maand op gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke streekraad ontvang word: Met dien verstande dat 'n streekraad daarop geregtig is om na goeë dunnke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

## 8. AFHANKLIKES

(1) Ten einde in aanmerking te kom vir bystand ten opsigte van hul afhanklikes, moet lede wat ingevolge klousule 7 van hierdie Ooreenkoms tot die Fonds bydra, aansoek om registrasie van hul afhanklikes op die voorgeskrywe vorm doen en sodanige inligting en dokumentêre bewys verstrek as wat die betrokke streekraad vereis.

(2) Behoudens subklousule (1) hiervan, en behoudens die Reëls van die Fonds, word die volgende persone as afhanklikes geregistreer:

- (a) 'n Lid se gade, en

- (b) 'n Lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wetlike aangenome kinders), wat geheel en al van die lid afhanklik is.

(3) Enigeen, uitgesonderd diegene in subklousule (2) bedoel, wat van 'n lid afhanklik is, kan as afhanklike geregistreer word op die voorwaardes wat die betrokke streekraad na goeë dunnke vasstel.

## 9. BYSTAND

(1) Behoudens die bepalings van die Reëls van die Fonds, is elke lid wat die getal bydraes gedoen het wat in hierdie reëls vir die verskillende soorte bystand voorgeskryf word, geregtig op mediese, chirurgiese, hospitaal- en ander bystand wat deur die Fonds verskaf word.

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n streekraad die bevoegdheid om van bystand wat deur die Fonds betaalbaar is, bydraes betaalbaar of verskuldig deur die lid aan wie of namens wie sodanige bystand betaal word, af te trek.

## 10. ADMINISTRASIE

(1) Die Fonds word deur die streekraade geadminestreer volgens die reëls wat vir dié doel deur die Bestuurskomitee en die Raad voorgeskryf word. Sodanige reëls mag nie onbestaanbaar met die bepalings van hierdie Ooreenkoms of die Wet wees nie, en moet, onder andere, die volgende voorskryf:

- (a) Die Fonds se bystand en die vereistes daaraan verbonde;

- (b) die prosedure in verband met die indiening en uitbetaling van eise.

(2) Die Raad kan te eniger tyd nuwe reëls formuleer of bestaande reëls wysig of intrek.

(3) Eksemplare van die geldige Reëls van die Fonds en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Arbeid ingedien word.

## 11. BEVOEGDHEDE EN PLIGTE VAN STREEKRADE

(1) Behoudens opdragte van die Raad en die Bestuurskomitee en die bepalings van hierdie Ooreenkoms, administreer elke streekraad die Fonds in die streek/streke waarvoor hy aangestel word.

- (2) Die betrokke streekraad moet aan elke lid van die Fonds 'n eksemplaar verskaf van die Reëls van die Fonds.

- (3) 'n Streekraad kan—

- (a) werknemers in diens neem om behulpsaam te wees met die administrasie van die Fonds, op voorwaardes wat hy bepaal;



- (b) bystand weier aan of weerhou van 'n lid en/of sy afhanklikes wat, na sy mening, opgetree het op 'n wyse wat daarop bereken was om, of waarvan redelikerwyse verwag kon word dat dit die belange van die Fonds of sy lede sal benadeel: Met dien verstande dat so 'n lid, as hy dit verlang, die geleentheid gegun moet word om voor die streekraad te verskyn om aangehoor te word;
  - (c) uitgawes goedkeur;
  - (d) sy voorsitter en/of ondervoorsitter en sekretaris of 'n ander beampte magtig om gesamentlik namens die Fonds alle ooreenkomste en kontrakte wat hy goedgekeur het, te onderteken;
  - (e) 'n rekening op naam van die Fonds by 'n bank of bouvereniging open en persone magtig om sodanige rekening te bedryf;
  - (f) ooreenkomstig die Reëls, plaaslike komitees aanstel om met die administrasie van die Fonds in 'n besondere gebied behulpsaam te wees.
- (4) Elke streekraad moet toesien dat—
- (a) behoorlike kennis van sy vergaderings gegee word aan die inspekteur by regulasie kragtens die Wet omskryf;
  - (b) notule gehou word van verrigtings op alle vergaderings en dat afskrifte van sodanige notules aan genoemde inspekteur en die Raad gestuur word;
  - (c) volledige en korrekte rekenings van die Fonds gehou word in die streek/streke wat hy administreer, en dat sodanige rekenings geouditeer word deur 'n ouditeur wat ingevolge artikel 23 van die Wet op Openbare Rekenmeesters en Ouditeurs, 1951, geregistreer is en wat hy vir daardie doel moet aanstel.
- (5) 'n Streekraad het geen diskresionêre bevoegdhede betreffende die toestaan van bykomende hulp aan lede en/of afhanklikes nie, maar kan gevalle wat na sy mening die verlening van spesiale steun verdien, met volle besonderhede aan die Raad voorlê, vir voorlegging aan die Bestuurskomitee vir 'n beslissing oor die vraag of en in welke mate 'n spesiale toekenning gedoen kan word.

## 12. FINANSIËLE BEHEER

- (1) Alle geld wat streekgrade namens die Fonds ontvang, moet binne drie dae na ontvangs daarvan in banke of bouverenigings op naam van die Fonds gedeponeer word en alle onttrekkings uit sodanige rekenings moet, met betrekking tot elke streek—
- (a) deur die betrokke streekraad goedgekeur word;
  - (b) gedoen word per tjek of ander skriftelike dokument wat onderteken is deur twee persone wat behoorlik deur die betrokke streekraad daartoe gemagtig is;
  - (c) ten opsigte van bystand wat deur die Fonds betaalbaar is, opgeskort word wanneer die totale bedrag in die krediet van die rekening van die betrokke Fonds, laer as R200 daal en tot tyd en wyl dit bo R400 styg.
- (2) Die Raad moet alle geldige aansoeke om bystand agtereenvolgens nommer in die volgorde waarin hulle ontvang word gedurende die tydperk waarin betaling van bystand ingevolge subklousule (1) (c) opgeskort is (hierna die tydperk van opskorting van bystand genoem) en moet sodanige aansoeke behou vir behandeling ingevolge subklousule (3).
- (3) Wanneer betaling van bystand hervat word na 'n tydperk van opskorting van bystand soos in subklousule (2) uiteengesit, moet die geldige eise wat gedurende genoemde tydperk ontvang is, eerste betaal word; en genoemde eise moet betaal word in die numerieke volgorde waarin hulle ontvang is.
- (4) Alle uitgawes aangegaan in verband met die administrasie van die Fonds in 'n streek kom ten laste van die Fonds met betrekking tot daardie streek.
- (5) Geld wat meer is as 'n streekraad se maandelikse vereistes vir die Fonds soos deur sodanige streekraad bepaal, moet maandeliks aan die Raad gestuur word om namens die Fonds ooreenkomstig artikel 21 (3) van die Wet belê te word: Met dien verstande dat die Raad, waar nodig, toekennings uit sodanige geld kan doen wat vir die doeleindes van die Fonds in enige streek gebruik moet word.
- (6) Elke streekraad moet maandelikse verslae aan die Raad voorlê wat onder andere besonderhede bevat van die bystand en hulp wat in sy streek deur die Fonds verskaf is en die geld wat deur die Fonds ontvang en uitbetaal is vir die tydperk waarop die verslag betrekking het.
- (7) (a) Elke streekraad moet ten opsigte van die streek of streke wat hy administreer, voor of op 15 Februarie elke jaar state aan die Raad voorlê wat geouditeer is deur die ouditeur aangestel kragtens klousule 11 (4) (c) en wat deur sy voorsitter mede-onderteken is, en sodanige state moet die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande geëindig 31 Desember en sy bates en laste soos op daardie datum toon. Hierdie state en die ouditeur se verslag daaroor moet by die kantore van die betrokke streekgrade beskikbaar wees vir insae deur bydraers tot die Fonds, wat die reg het om afskrifte daarvan te maak of uittreksels daaruit te neem.
- (b) Uit die geouditeerde state hierin bedoel, moet die Sekretaris van die Raad 'n gekonsolideerde inkomste- en uitgawerekening en 'n balansstaat van die Fonds opstel, dit deur die Raad se ouditeurs laat ouditeer en, ná goedkeuring deur die Raad, afskrifte daarvan by die Direkteur-generaal van Arbeid indien.

## 13. VRYWARING

Die lede van 'n streekraad en die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste wat hulle in of in verband met die *bona fide*-uitvoering van hul pligte ly en aangaan.

#### 14. GESKILLE

(1) Behoudens subklousule (2), moet alle geskille oor die vertolking, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms of oor die administrasie van die Fonds *mutatis mutandis* ooreenkomstig die prosedure in artikel 9 van die Raad se konstitusie bepaal, deur 'n streekraad behandel word.

(2) (a) 'n Lid wat nie tevrede is nie met die beslissing van 'n streekraad ten opsigte van 'n eis deur hom teen die Fonds ingestel, kan by die Raad appelleer en die Raad se beslissing in hierdie verband is finaal.

(b) As 'n lid by die Raad appelleer, moet die betrokke streekraad, wanneer hy aldus deur die Sekretaris van die Raad versoek word, besonderhede van die lid se saak vir oorweging aan die Raad voorlê.

#### 15. VERSTRYKING VAN DIE OOREENKOMS EN ONTBINDING VAN DIE RAAD

(1) Wanneer hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Fonds nog deur die streekraade geadminestreer word totdat die Fonds gelikwedeer of by 'n latere ooreenkoms voortgesit word: Met dien verstande dat die Fonds gelikwedeer moet word volgens die wyse van beëindiging van die Fonds wat in subklousule (2) voorgeskryf word, tensy 'n ooreenkoms wat vir die voortsetting daarvan voorsiening maak, binne 'n tydperk van 12 maande na verstryking van hierdie Ooreenkoms aangegaan word.

(2) Wanneer die Raad ontbind word of wanneer hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is moet die streekraade behoudens die goedkeuring van die Nywerheidsregistrator ingevolge die eerste voorbehoudsbepaling van artikel 34 (2) van die Wet, voortgaan om die Fonds te administreer, en bystand te verskaf uit die geld wat op sodanige datum in die krediet van die Fonds staan tot tyd en wyl sodanige geld uitgeput is. Die lede van die streekraade wat op daardie datum bestaan, moet vir sodanige doel geag word lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in 'n streekraad ontstaan, deur die Registrator uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat die getal werkgewers- en werknemersverteenvoordigers in die streekraad ewe groot is. Wanneer 'n streekraad nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of wanneer hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die streekraad uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die streekraad.

#### 16. LIKWIDASIE

By likwidasië of ontbinding van die Fonds ingevolge klousule 15 van hierdie Ooreenkoms, moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds betaal is, met inbegrip van administrasie-, likwidasië- of ontbindingskoste wat die Fonds in die eerste instansie ten laste gelê moet word, in die algemene fondse van die Raad gestort word en indien die sake van die Raad reeds gelikwedeer en die bates verdeel is, moet sodanige saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

#### 17. AGENTE

Die Raad of die streekraade kan een of meer aangewese persone as agente aanstel om te help met die administrasie van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om sodanige persoon toe te laat om dié perseel binne te gaan, dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalkaarte te ondersoek en dié individue te ondervra en alles te doen wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag 'n valse verklaring aan sodanige agent in verband met sy ondersoek doen nie.

#### 18. VRYSTELLINGS

Die Raad, of 'n streekraad ten opsigte van die streek wat hy administreer, kan vrystelling verleen van enigiens van of al die bepalinge van hierdie Ooreenkoms op dié voorwaardes en vir dié tydperk wat hy mag vasstel.

#### 19. VERTONING VAN OOREENKOMS

Elke werkgewer in die streke hierin omskryf, moet 'n eksemplaar van hierdie Ooreenkoms in die vorm voorgeskryf by die regulasies ingevolge die Wet, in leesbare letters in die elf amptelike tale van die Republiek van Suid-Afrika op 'n opvallende plek op sy perseel opplak en opgeplak hou.

#### 20. VERJARING

'n Streekraad het die reg om te weier om die wyse te hersien waarop 'n eis deur die Fonds behandel is as meer as twee jaar verstryk het sedert die datum waarop die betrokke eis oorspronklik betaal of verwerp is.

#### 21. GEDISHONOREERDE TJEKS

Wanneer 'n werkgewer 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is, anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgewer na goeddunke van die Raad 'n boete aan die Raad betaal gelyk aan 1½ persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule is op aanvraag betaalbaar.

Namens die partye op hede die 8ste dag van November 1996 te Randburg onderteken.

#### T. NIEUWOUDT

President van die Raad

#### M. LOUW

Vise-President van die Raad

#### B. G. DU PREEZ

Algemene Sekretaris van die Raad

**AANHANGSEL A****AUTOMED- MEDIESE HULPFONDS VIR MOTORWERKERS****AANSOEK OM LIDMAATSKAP EN REGISTRASIE VAN AFHANKLIKES**

Ek, (volle naam in blokletters) ....., (Identiteitsnommer .....,) 'n lid van die vakvereniging ..... (Vakvereniging No. ....), in diens by (werkgewer se naam en adres) ....., woonagtig te (aansoeker se privaat adres) ....., gebore op ..... (dag) ..... (maand) ..... (jaar), en ..... van beroep, doen hierby aansoek om as lid van die AUTOMED-Mediese Hulpfonds vir Motorwerkers geregistreer te word en om registrasie van ondergenoemde afhanklikes. Ek onderneem om die bepalings van die Reëls van die Fonds wat van tyd tot tyd van krag is, na te kom.

Ek is ongetroud/getroud/'n wewenaar/'n weduwee/geskei. (Skrap wat nie van toepassing is nie.)

**Opmerking:** Antwoord "Ja" of "Nee" op die volgende vrae, en as die antwoord "Ja" is, verstrek volle besonderhede:

1. Ly u of enige van u afhanklikes aan, of het u of enige van u afhanklike te eniger tyd gely aan, enige wanskapenheid, verminking, liggaamsgebrek, chroniese siekte of enige siekte van watter aard ook al? .....
2. (a) Het u al voorheen tot hierdie Fonds bygedra? .....  
Indien wel, waar? .....  
Naam en adres van vorige werkgever.....

Datum van ontslag.....

- (b) Het u te eniger tyd tot 'n ander mediese skema bygedra? Indien wel, verstrek datums van lidmaatskap en naam van fonds.....

3. Is u of enige van u afhanklikes deur 'n ander mediese skema gedek?.....
4. Ontvang enige van u afhanklikes 'n inkomste?.....

**BESONDERHEDE VAN AFHANKLIKES (WOONAGTIG IN SUID-AFRIKA)**

Volle naam (blokletters)	Presiese geboortedatum	Chroniese ongeskikthede	Verwantskap (gade, dogter, seun, ens.)
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

Ek verklaar plegtig en opreg dat al die besonderhede wat ek in hierdie vorm verstrek het, na my beste wete en oortuiging waar en korrek is, dat bogenoemde afhanklikes by my inwoon, dat hulle geen inkomste ontvang nie en dat hulle vry van siekte of swaakheid van chroniese aard is, behalwe soos hierbo gespesifiseer.

Op hede die ..... dag van ..... 19 ..... onderteken.

.....  
Handtekening

**AANHANGSEL B****AANSOEK OM VRYWILLIGE LIDMAATSKAP VAN DIE AUTOMED- MEDIESE HULPFONDS VIR MOTORWERKERS**

Ek, (volle naam in blokletters) .....,  
in diens by (werkgewer se naam en adres) .....  
.....  
woonagtig te (aansoeker se privaat adres) .....  
.....  
gebore op ..... (dag) ..... (maand) ..... (jaar),  
en ..... van beroep,  
doen hierby aansoek om as vrywillige lid van die AUTOMED- Mediese Hulpfonds vir Motorwerkers, geregistreer te word.

Ek onderneem om die bepalings van die Reëls van die Fonds wat van tyd tot tyd van krag is, na te kom.

My Identiteitsnommer is .....

**Opmerking:**—Beantwoord die volgende vrae en verstrek volle besonderhede:

- (1) Hoeveel sal u, soos met u werkgewer ooreengekom, elke week tot die Fonds bydra? .....
- (2) Ly u of enige van u afhanklikes aan, of het u of enige van u afhanklikes te eniger tyd gely aan, enige wanskapenheid, verminking, liggaamsgebrek, chroniese siekte of enige siekte van watter aard ook al? .....

- (3) Het u al voorheen in hierdie of enige ander streek tot hierdie Fonds bygedra? .....
- (4) Is u 'n lid van die National Union of Metalworkers of South Africa? .....  
Indien wel, meld lidmaatskapsnommer .....
- (5) Is u ongetroud/getroud/'n wewenaar/'n weduwee/geskei? (Skrap wat nie van toepassing is nie.) .....
- (6) Is u of enige van u afhanklikes deur 'n ander mediese skema gedek? .....
- (7) Ontvang enige van u afhanklikes 'n inkomste? .....

**BESONDERHEDE VAN AFHANKLIKES (WOONAGTIG IN SUID-AFRIKA)**

Volle naam (blokletters)	Presiese geboortedatum	Chroniese ongeskikthede	Verwantskap (gade, dogter, seun, ens.)
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

Ek verklaar plegtig en opreg dat al die besonderhede wat ek in hierdie vorm verstrek het, na my beste wete en oortuiging waar en korrek is, dat bogenoemde afhanklikes by my inwoon, dat hulle geen inkomste ontvang nie en dat hulle vry van siekte of swakheid van chroniese aard is, behalwe soos hierbo gespesifiseer.

Op hede die ..... dag van ..... 19 ..... onderteken.

.....  
Handtekening

**No. R. 133**

**31 January 1997**

**LABOUR RELATIONS ACT, 1956**

**ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL: AMENDMENT OF MAIN AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1998, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**T. T. MBOWENI**

**Minister of Labour**

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING INDUSTRY**

**AGREEMENT**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Electrical Workers' Association**

and the

**Metal and Electrical Workers' Union of South Africa**

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

being the parties to the Industrial Council of the Electrical Contracting Industry,



to amend the Agreement published under Government Notice No. R. 1189 of 24 May 1991 (hereinafter referred to as the "Re-enacting Agreement"), as renewed and amended by Government Notices Nos. R. 1743 of 2 August 1991, R. 2412 of 4 October 1991, R. 3 of 3 January 1992, R. 1963 of 10 July 1992, R. 2688 of 25 September 1992, R. 2143 of 12 November 1993, R. 2510 of 31 December 1993, R. 1369 of 5 August 1994, R. 1637 of 23 September 1994 and R. 733 and R. 734 of 19 May 1995, R. 623 of 19 April 1996, R. 1234 of 26 July 1996 and R. 2091 of 20 December 1996

## PART I

### GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

#### 1. AREA AND SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by all employers and employees in the Electrical Contracting Industry—

- (a) who are members of the employers' organisation and the trade unions, respectively; and
- (b) who are engaged and employed in the Industry in the Magisterial Districts of Sasolburg and Bloemfontein and in the Province of the Transvaal as it existed immediately prior to the date of coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993); and
- (c) in the Province of the Free State (excluding the Magisterial Districts of Sasolburg and Bloemfontein) in respect of paragraphs (a), (b), (c), (d) and (e) of the Electrical Contracting Industry definition as defined in clause 3 (11) of this Agreement: Provided that the Electrical Contracting Industry as defined in the aforementioned paragraphs shall not include the Iron, Steel, Engineering and Metallurgical Industry and the Local Authority Undertaking; and
- (d) in the Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barkly East, Bedford, Britstown, Carnarvon, Cathcart, Colesberg, Cradock, De Aar, Elliot, Fort Beaufort, Fraserburg, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Indwe, Jansenville, King William's Town, Kirkwood, Komga, Lady Grey, Ladismith, Maclear, Middelburg (Eastern Cape), Molteno, Murraysburg, Noupoot, Pearston, Phillipstown, Prince Albert, Queenstown, Richmond (Northern Cape), Riversdale, Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stutterheim, Tarka, Venterstad, Victoria West, Williston, Willowmore and Wodehouse in respect of paragraphs (a), (b), (c), (d) and (e) of the Electrical Contracting Industry definition as defined in clause 3 (11) of this Agreement: Provided that the Electrical Contracting Industry as defined in the aforementioned paragraphs shall not include the Iron, Steel, Engineering and Metallurgical Industry and the Local Authority Undertaking; and
- (e) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown, Riversdale, Uitenhage and Uniondale: Provided that the Electrical Contracting Industry as defined in the aforementioned paragraphs shall not include the Iron, Steel, Engineering and Metallurgical Industry, the Local Authority Undertaking and the Building Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notices served in terms thereof.

(3) For the purposes of this Agreement, the "weekly wage rate" of apprentices prescribed under the Manpower Training Act, 1981, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

## PART II

### 3. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for clause 4:

"(1) (a) With effect from the date of coming into operation of this Agreement, no employer shall pay and no employee shall accept wages at rates lower than the following: Provided that where an employer carries out work in an area for which higher wages are prescribed than those which apply for the area in which his business is situated, his employees shall be paid no less than the minimum wages prescribed for such higher rated area for the duration of period during which such an employee works in such higher rated area:

	Area A Per hour Cents	Area B Per hour Cents	Area C Per hour Cents
Master installation electrician.....	2 628	2 234	2 104
Installation electrician.....	2 420	2 056	1 935
Electrical tester for single phase.....	2 209	1 877	1 768
Electrician, artisan, and DAM .....	2 103	1 786	1 683
Elconop 3 .....	1 530	1 301	1 222
Elconop 2 .....	1 297	1 103	1 037
Elconop 1 .....	800	680	641
Driver of a vehicle, the unladen mass of which is—			
(a) up to 3 500 kg.....	880	747	705
(b) from 3 501 kg to 9 000 kg .....	1 041	884	832
(c) 9 001 kg and over.....	1 157	982	924
Labourer.....	691	584	551

	Area D Per hour Cents	Area E Per hour Cents
Master installation electrician.....	1 579	1 536
Installation electrician.....	1 451	1 412
Electrical tester for single phase.....	1 326	1 290
Electrician, artisan, and DAM .....	1 263	1 229
Elconop 3 .....	916	892
Elconop 2 .....	778	757
Elconop 1 .....	481	469
Driver of a vehicle, the unladen mass of which is—		
(a) up to 3 500 kg.....	529	515
(b) from 3 501 kg to 9 000 kg .....	624	607
(c) 9 001 kg and over.....	693	674
Labourer.....	414	403

	Area F Per hour Cents	Area G Per hour Cents	Area H Per hour Cents
Master installation electrician.....	1 972	1 676	1 579
Installation electrician.....	1 814	1 542	1 451
Electrical tester for single phase.....	1 606	1 408	1 326
Electrician, artisan, and DAM .....	1 606	1 341	1 262
Elconop 3 .....	1 167	992	934
Elconop 2 .....	1 025	871	821
Elconop 1 .....	658	550	517
Driver of a vehicle, the unladen mass of which is—			
(a) Up to 3 500 kg.....	637	542	510
(b) from 3 501 kg to 9 000 kg .....	756	642	605
(c) 9 001 kg and over.....	839	714	672
Labourer.....	649	543	512

- (b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement and whose actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement shall, whilst in the employ of the same employer, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount of 5% of his actual hourly rate of pay.”.

Add the following new subclause (1) (c):

- “(c) The additional amount payable in terms of subclause (b) may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 October 1996.”.

Signed at Johannesburg, as authorised, for and on behalf of the parties to the Council, this 18th day of September 1996.

**J. C. BAKER**

Chairman

**D. CAMPER**

Vice-Chairman

**C. S. STRYDOM**

Secretary

No. R. 133

31 Januarie 1997

## WET OP ARBEIDSVERHOUDINGE, 1956

**ELEKTROTEGNIIESE AANNEMINGSNYWERHEID, TRANSVAAL: WYSIGING VAN HOOFDOOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**T. T. MBOWENI****Minister van Arbeid****BYLAE****NYWERHEIDSRaad VIR DIE ELEKTROTEGNIIESE AANNEMINGSNYWERHEID****OOREENKOMS**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Electrical Workers' Association**

en die

**Metal and Electrical Workers' Union of South Africa**

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1189 van 24 Mei 1991 (hierna die "Herbekragtigingsooreenkoms" genoem) soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 1743 van 2 Augustus 1991, R. 2412 van 4 Oktober 1991, R. 3 van 3 Januarie 1992, R. 1963 van 10 Julie 1992, R. 2688 van 25 September 1992, R. 2143 van 12 November 1993, R. 2510 van 31 Desember 1993, R. 1369 van 5 Augustus 1994, R. 1637 van 23 September 1994 en R. 733 en R. 734 van 19 Mei 1995, R. 623 van 19 April 1996, R. 1234 van 26 Julie 1996 en R. 2091 van 20 Desember 1996.

**DEEL I****ALGEMENE VOORWAARDES WAT DEURGAANS OP HIERDIE OOREENKOMS VAN TOEPASSING IS****1. GEBIED EN TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Aannemingsnywerheid—

- (a) wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings; en
- (b) wat betrokke is by of werksaam is in die Nywerheid in die landdrosdistrikte Sasolburg en Bloemfontein en in die provinsie Transvaal soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993); en
- (c) in die provinsie Vrystaat (uitgesonderd die landdrosdistrikte Bloemfontein en Sasolburg) ten opsigte van paragrawe (a), (b), (c), (d) en (e) van die Elektrotegniese Aannemingsnywerheid soos omskryf in klousule 3 (11) van hierdie Ooreenkoms: Met dien verstande dat die Elektrotegniese Aannemingsnywerheid soos in voornoemde paragrawe omskryf, nie die Yster-, Staal-, Ingenieur- en Metallurgiese Nywerheid en die Plaaslike Owerheidsonderneming omvat nie; en
- (d) in die landdrosdistrikte Aberdeen, Adelaide, Albert, Aliwal-Noord, Barkly-Oos, Bedford, Britstown, Carnarvon, Cathcart, Colesberg, Cradock, De Aar, Elliot, Fort Beaufort, Fraserburg, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Indwe, Jansenville, King William's Town, Kirkwood, Komga, Lady Grey, Ladismith, Maclear, Middelburg (Oos-Kaap), Molteno, Murraysburg, Noupoot, Pearston, Phillipstown, Prince Albert, Queenstown, Richmond



(Noord-Kaap), Riversdale, Somerset-Oos, Sterkstroom, Steynsburg, Steytlerville, Stutterheim, Tarka, Venterstad, Victoria-Wes, Williston, Willowmore en Wodehouse ten opsigte van paragrawe (a), (b), (c), (d) en (e) van die omskrywing van die Elektrotegniese Aannemingsnywerheid soos omskryf in klousule 3 (11) van hierdie ooreenkoms: Met dien verstande dat die Elektrotegniese Aannemingsnywerheid soos in voornoemde paragrawe omskryf, nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid en die Plaaslike Owerheidsonderneming omvat nie; en

(e) in die landdrostdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosselbaai Oudtshoorn, Port Elizabeth, Queenstown, Riversdal, Uitenhage en Uniondale: Met dien verstande voorts dat die Elektrotegniese Aannemingsnywerheid soos in voornoemde paragrawe omskryf, nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid- die Plaaslike Owerheidsonderneming en die Bounywerheid omvat nie.

(2) Ondanks subklousule (1) is die Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word die weeklikse loonskaal van vakleerlinge wat kragtens die Wet op Mannekragopleiding, 1981, voorgeskryf is as die weekloon van sodanige werknemers geag en is die uurloon die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

## DEEL II

### 3. KLOUSULE 4: OPGAWE VAN LONE EN VERDIENSTE

Vervang Klousule 4 deur die volgende:

"(1) (a) Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms, mag geen laer lone as die onderstaande deur 'n werkgever betaal en deur 'n werknemer aanvaar word nie: Met dien verstande dat waar 'n werkgever werk verrig in 'n gebied waarvoor hoër lone voorgeskryf word as dié wat van toepassing is op die gebied waarin sy besigheid geleë is, sy werknemers minstens die minimum loon betaal word vir sodanige gebied waarvoor hoër lone voorgeskryf word vir die tydperk wat die werknemer in sodanige gebied werksaam is:

	Area A Per uur Sent	Area B Per uur Sent	Area C Per uur Sent
Meester-installasie-elektrisiën.....	2 628	2 234	2 104
Installasie-elektrisiën.....	2 420	2 056	1 935
Elektriese toetser vir enkelfase.....	2 209	1 877	1 768
Elektrisiën, ambagsman en HTW.....	2 103	1 786	1 683
Elkonop 3.....	1 530	1 301	1 222
Elkonop 2.....	1 297	1 103	1 037
Elkonop 1.....	800	680	641
Drywer van 'n voertuig waarvan die onbelaste massa—			
(a) hoogstens 3 500 kg is.....	880	747	705
(b) van 3 501 kg tot 9 000 kg is.....	1 041	884	832
(c) 9 001 kg en meer is.....	1 157	982	924
Arbeider.....	691	584	551

	Area D Per uur Sent	Area E Per uur Sent
Meester-installasie-elektrisiën.....	1 579	1 536
Installasie-elektrisiën.....	1 451	1 412
Elektriese toetser vir enkelfase.....	1 326	1 290
Elektrisiën, ambagsman en HTW.....	1 263	1 229
Elkonop 3.....	916	892
Elkonop 2.....	778	757
Elkonop 1.....	481	469
Drywer van 'n voertuig waarvan die onbelaste massa—		
(a) hoogstens 3 500 kg is.....	529	515
(b) van 3 501 kg tot 9 000 kg is.....	624	607
(c) 9 001 kg en meer is.....	693	674
Arbeider.....	414	403



	Area F Per uur Sent	Area G Per uur Sent	Area H Per uur Sent
Meester-installasie-elektrisiën.....	1 972	1 676	1 579
Installasie-elektrisiën.....	1 814	1 542	1 451
Elektriese toetser vir enkelfase.....	1 606	1 408	1 326
Elektrisiën, ambagsman en HTW .....	1 606	1 341	1 262
Elkonop 3.....	1 167	992	934
Elkonop 2.....	1 025	871	821
Elkonop 1.....	658	550	517
Drywer van 'n voertuig waarvan die onbelaste massa—			
(a) hoogstens 3 500 kg is .....	637	542	510
(b) van 3 501 kg tot 9 000 kg is .....	756	642	605
(c) 9 001 kg en meer is.....	839	714	672
Arbeider .....	649	543	512

- (b) Elke werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgewer in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is en wie se werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word, moet, terwyl hy in diens van dieselfde werkgewer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus as 'n gewaarborgde persoonlike verhoging, 'n addisionele bedrag van 5% van sy werklike uurloon.”.

Voeg die volgende nuwe subklousule (1) (c) by:

- “(c) Die addisionele bedrag betaalbaar ingevolge subklousule (b) kan verminder word met die bedrag van enige verhoging of verhogings toegestaan aan sulke werknemers op of sedert 1 Oktober 1996.”.

Soos gemagtig, vir en namens die partye by die Raad, op die 18de dag van September 1996 te Johannesburg onderteken.

**J. C. BAKER**

Voorsitter

**D. CAMPHER**

Onder-voorsitter

**C. S. STRYDOM**

Sekretaris

**No. R. 134**

**31 January 1997**

LABOUR RELATIONS ACT, 1956

**CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE:  
AMENDMENT OF MEDICAL BENEFIT SOCIETY AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

**T. T. MBOWENI**

Minister of Labour

**SCHEDULE****INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE:  
MEDICAL BENEFIT SOCIETY****AGREEMENT**

in terms of the Labour Relations Act, 1956, made and entered into by and between the

**Orange Free State and Northern Cape Clothing Manufacturers' Association**

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

**Southern African Clothing and Textile Workers' Union**

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

being parties to the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape,

to amend the Agreement published under Government Notice No. R. 302 of 24 February 1995, as renewed by Government Notice No. R. 1434 of 22 September 1995.

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Magisterial District of Kimberley 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 unions and employed in that Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in the Main Agreement.

**2. CLAUSE 5: CONTRIBUTIONS**

In subclause (1), substitute the expression "R2,25" for the expression "R1,65".

**3. CLAUSE 8: BENEFITS**

In subclause (1) (a) (ii), substitute the expression "R4,00" for the expression "R3,00".

Signed at Johannesburg, on behalf of the parties, this 30th day of October 1996.

**A. LAIRD-SMITH**

Chairman of the Council

**T. TSHABALALA**

Member of the Council

**A. MARGOLIS**

Secretary of the Council

**No. R. 134**

**31 Januarie 1997**

WET OP ARBEIDSVERHOUDINGE, 1956

**KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND:  
WYSIGING VAN MEDIESE HULPVERENIGINGSOORENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryfs 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 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**T. T. MBOWENI**

Minister van Arbeid

**BYLAE****NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND:****MEDIESE HULPVERENIGING****OOREENKOMS**

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

**Orange Free State and Northern Cape Clothing Manufacturers' Association**

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

**Southern African Clothing and Textile Workers' Union**

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oranje-Vrystaat en Noord-Kaapland,

tot wysiging van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R 302 van 24 Februarie 1995, soos hernu by Goewermmentskennisgewing No. R. 1434 van 22 September 1995.

**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet in die Landdrosdistrik Kimberley nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat by die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid werksaam is.

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

**2. KLOUSULE 5: BYDRAES**

In subklousule (1), vervang die uitdrukking "R1,65" deur die uitdrukking "R2,25".

**3. KLOUSULE 8: BYSTAND**

In subklousule (1) (a) (ii), vervang die uitdrukking "R3,00" deur die uitdrukking "R4,00".

Namens die partye op hede die 30ste dag van Oktober 1996 te Johannesburg onderteken.

**A. LAIRD-SMITH**

**Voorsitter van die Raad**

**T. TSHABALALA**

**Lid van die Raad**

**A. MARGOLIS**

**Sekretaris van die Raad**

**No. R. 135**

**31 January 1997**

**MANPOWER TRAINING ACT, 1981****TRAINING SCHEME FOR THE CARGO HANDLING SECTOR OF THE MARITIME INDUSTRY**

I, Tito Titus Mboweni, Minister of Labour, acting in terms of section 39 (5) of the Manpower Training Act, 1981, hereby declare that the provisions of the scheme appearing in the Schedule hereto, shall be binding, with effect from the second Monday after the date of publication of this notice and for a period which shall terminate on the date of withdrawal of the Scheme. The Scheme shall be binding on all employers and their employees who are engaged or employed in the Cargo Handling Sector of the Maritime Industry in the Republic of South Africa.

**T. T. MBOWENI**

**Minister of Labour**

**SCHEDULE**

The Training Scheme for the Cargo Handling Sector of the Maritime Industry, hereinafter referred to as "The Sector", has been established by the Maritime Industry in terms of section 39 (4) of the Manpower Training Act, 1981, for the purpose of educating and training employees in the Sector. It provides for the use of a Trust for the purposes of the Scheme, the payment of contributions to the Trust Fund by employers in the Sector, together with the payment of other contributions to the Trust, and the appointment by the Maritime Industry Training Board of a Board of Trustees to administer the Trust.

**1. NAME OF SCHEME**

The name of the Scheme shall be "Maritime Industry Training Board: Cargo Handling Sector Training Scheme".

**2. SCOPE OF APPLICATION OF THE SCHEME**

The provisions of the Scheme shall be observed by all employers and employees in the Cargo Handling Sector of the Maritime Industry in the Republic of South Africa, but excluding any portion of an employer's activities or employees already falling within the scope and application of any other training scheme in terms of section 39 of the Manpower Training Act, 1981, or section 23 of the Labour Relations Act, 1995.



### 3. DEFINITIONS

Unless defined to the contrary below, any expression used in this scheme which is defined in the Manpower Training Act, 1981, shall have the same meaning as in the aforementioned Act. Any reference to this Act shall include any amendments to the Act and, unless inconsistent with the context—

**"Act"** means the Manpower Training Act, 1981;

**"Board"** means the Maritime Industry Training Board;

**"Client"** means any person who makes use of the services of an employer as defined; a customer of an employer;

**"employee"** means any person who works for or who is employed by an employer in the Sector as defined below, and who receives, or is entitled to receive remuneration;

**"employer"** means any person who employs or provides work for any employee and who remunerates or undertakes to remunerate that person;

**"Labour Relations Act"** means the Labour Relations Act, 1995, and any amendments to that Act and any regulations issued in terms of that Act unless inconsistent with the context of this document;

**"Maritime Industry"** or **"Industry"** means the Maritime Industry in its broadest sense (including those logistic and administrative functions associated with the movement of cargo to or from any Southern African port or airport, or border posts by any appropriate transport mode), in which companies, associations and organisations referred to in the Constitution of the Board are associated for the purpose of carrying out operations generally regarded as work substantially connected with or associated to the operation of vessels, harbours, port services, offshore structures and exploitation (including harvesting, processing, packing and freezing of fish at sea), utilisation and protection of marine resources, or other similar operations;

**"MITB"** means the Maritime Industry Training Board;

**"Registrar"** means the Registrar of Manpower Training appointed in terms of the provisions of the Act;

**"Scheme"** means The Maritime Industry Training Board: Cargo Handling Sector Training Scheme;

**"Sector"** means those companies, associations and other organisations referred to in Annexures A and B of the Constitution of the Board, who are involved in the storage and/or the handling of cargo for gain. [This definition excludes those employers and employees within companies, associations and other organisations referred to above whose education, training and development needs are effectively catered for by any other scheme published in terms of section 39 (4) of the Manpower Training Act, 1981, or section 23 of the Labour Relations Act, 1995];

**"Training Incentive"** means any grant, subsidy, bounty or other benefit, whether financial or otherwise, paid or obtained from the Trust or granted in terms of this Scheme to an employer for facilitating access to accredited education, training and development of employees in the Sector;

**"Trust"** means the Maritime Industry Training Board No. 1 Trust;

**"Trust Fund"** or **"Fund"** means the Maritime Industry Training Board No. 1 Trust Cargo Handling Sector Fund.

### 4. FUNCTIONS AND OBJECTIVES OF THE SCHEME

The functions and objectives of the Scheme shall be—

- 4.1 to consult with the MITB (of which the Cargo Handling Sector is a member), consultation with other industry training boards in the transport sector (i.e.: air, rail, road) and the appropriate Government Departments, to develop strategic sector plans and to advise the National Training Board or like body on sector needs and how sector plans should be addressed;
- 4.2 to create an Education, Training and Development (ETD) infrastructure which will be geared to meet the needs of both the employers and employees;
- 4.3 to accredit courses, which meet the National Qualifications Framework's standards, offered by education, training and development institutions and other suitable providers;
- 4.4 where feasible, to subsidise education, training and development within the Sector;
- 4.5 to develop internal business plans;
- 4.6 to develop and administer learnerships;
- 4.7 to create opportunities within the Sector and to contribute, as appropriate and practical, to the stated national objectives of the Department of Labour in the field of ETD;
- 4.8 to carry out the objectives of the Board as contained in its constitution;
- 4.9 to act as the Education, Training and Qualifications Authority (ETQA) for the Cargo Handling Sector as and when required by legislation;
- 4.10 to generate draft competency standards, establish and/or participate in the relevant Standard Setting Bodies established in terms of the South African Qualifications Authority, and to develop such standards for inclusion in the National Qualifications Framework.



## 5. MARITIME INDUSTRY TRAINING BOARD No. 1 TRUST

5.1 There has been established a Trust known as the Maritime Industry Training Board No. 1 Trust, comprising of separate funds, including the Cargo Handling Sector Fund.

5.2 The Fund shall be administered by the Board of Trustees appointed by the Maritime Industry Training Board in terms of its Constitution, as reflected in the Maritime Industry Training Board No. 1 Trust Deed.

5.3 Into the Cargo Handling Sector Trust Fund shall be paid—

- (a) levies collected in terms of clause 7 of this Scheme;
- (b) interest and/or capital appreciation derived from the investment of any moneys of the Cargo Handling Sector Fund; and
- (c) any other moneys to which the Cargo Handling Sector fund may be entitled.

5.4 The moneys in the Cargo Handling Sector Fund shall be used in accordance with the objects of the Trust Deed for the attainment of the objects of the Scheme as set out in clause 4 above in respect of employees in the Cargo Handling Sector.

## 6. ESTABLISHMENT OF THE MARITIME INDUSTRY TRAINING BOARD

6.1 The Board and, *inter alia*, the Sector, have been established by the Maritime Industry in the Republic of South Africa, in accordance with a Constitution approved by the Registrar on 14 May 1991.

6.2 The Board shall have the authority to deal with all matters falling within the scope of the objects of this Scheme.

## 7. BASIS OF LEVY AND AMOUNT

7.1 Commencing in the month of the *Gazetting* of the Scheme, every employer in the Sector shall—

- (1) submit to the Board at P.O. Box 6354, Roggebaai, 8012, or such other address as the Board may from time to time advise, by the 30th day of each month, a return in the form prescribed by the Board from time to time, and
- (2) pay to the Fund, without deduction and free from bank exchange, by crossed cheque, a levy comprising 0,5% of total revenue collected per month as calculated in the return specified in paragraph (1) above, which payment must accompany the said return for the corresponding month.

7.2 The afore-mentioned levy shall be referred to as the "MITB Levy" and shall be reflected by the employer on every invoice issued to a client.

7.3 The levy shall be payable by every client of any employer with the Cargo Handling Sector to that employer upon receipt of an invoice.

7.4 The levy amount may be varied from time to time, at the sale discretion of the Board.

7.5 Any costs incurred in the loss of interest and the collecting of late levies shall be charged to and paid by the employer concerned.

## 8. AUDIT

8.1 Every employer shall ensure that the Board receives an Auditor's return, verifying that the levies paid by the employer correlate with the percentage of total annual revenue as gazetted from time to time.

8.2 The Auditor's return shall reach the offices of the Board or such other place as the Board may in writing from time to time advise, not later than 30 March of each year.

## 9. INFORMATION

9.1 The Board shall furnish every member of the Sector with details concerning the Scheme in such form as the Board may from time to time determine; including details of the following:

- (1) A copy of the Constitution of the Board and of the Maritime Industry Training Board No. 1 Trust Deed,
- (2) an example of the return form prescribed by the Board,
- (3) the contributions to be made or the levies payable to the Fund,
- (4) the training incentives provided in terms of the Scheme, and where permitted,
- (5) the procedure to be followed for lodging of claims against the Fund, as well as such other details as may be deemed necessary by the Board.

9.2 The Board shall, within three months after the close of each financial year, furnish the Registrar and every contributing party of the Sector with a copy of the report of its activities during the financial year, together with copies of the audited financial statements and shall keep the report and the statements open for inspection by any contributing employer.

## 10. FINANCE

10.1 All moneys received in terms of this Scheme shall be deposited into a banking account opened in the name of the Cargo Handling Sector Fund within the Maritime Industry No. 1 Trust.

10.2 Moneys which are not required for immediate use, shall at the discretion of the Board of Trustees, be invested as prescribed in the Constitution/Trust Deed or in such other manner as may be approved by the Registrar.

10.3 Payments on behalf of the Fund shall be by cheque or debit order signed by such Trustees as may from time to time be designated thereto in writing by the Board of Trustees.

**11. DISSOLUTION**

11.1 Upon termination of the Scheme, for any reason whatsoever, the assets of the Fund shall be disposed of by the Board in accordance with its Constitution.

11.2 All administrative charges and liabilities of the Scheme shall continue to be charged against the Board.

11.3 The Registrar shall be notified in good time of the termination of the Scheme.

**12 INDEMNITY**

12.1 The members of the Board shall not be liable for any loss to the Trust arising from any improper investment made in good faith, or by any act, in their *bona fide* administration of the Trust, or by the negligence or fraud of any person employed by the Board, or by reason of any act or omission by members or by reason of any other matter save individual wilful or fraudulent wrongdoing on the part of such members as can be held responsible.

12.2 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 any allegation involving bad faith in which judgement is given in his favour or in which he is acquitted.

**13. AGENTS**

13.1 The Board may appoint agents to give effect to the objects of the Scheme on such terms and under such conditions as the Board deems fit.

13.2 An agent shall be empowered to enter any establishment for the purpose of questioning an employer or any employee falling within the ambit of the Sector, in order to establish whether or not the provisions of clause 7 (seven) are being complied with.

13.3 The appointment of an agent may be withdrawn by the Board at any time and for any reason.

**14. EXEMPTION**

Any application for exemption from any provision of this Scheme, which may be granted by the Minister in terms of section 47 of the Manpower Training Act, 1981, shall be submitted to the Maritime Industry Training Board, P.O. Box 6354, Roggebaai, 8012, which shall forward such application together with any recommendation by the Board to the Director-General: Labour.

**No. R. 135****31 Januarie 1997****WET OP MANNEKRAGOPLEIDING, 1981****OPLEIDINGSKEMA VIR DIE VRAGHANTERINGSEKTOR VAN DIE MARITIEMENYWERHEID**

Ek, Tito Titus Mboweni, Minister van Arbeid, handelende kragtens artikel 39 (5) van die Wet op Mannekragopleiding, 1981, verklaar hierby dat die bepalings van die Skema wat in die Bylae hiervan verskyn, bindend sal wees met die ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat sal eindig op die datum van intrekking van die Skema. Die Skema sal bindend wees op alle werkgewers en hul werknemers wat betrokke is of in diens is in die Vraghanteringssektor van die Maritiemenywerheid in die Republiek van Suid-Afrika.

**T. T. MBOWENI****Minister van Arbeid****BYLAE**

Die Opleidingskema vir die Vraghanteringssektor van die Maritiemenywerheid, hierna "die Sektor" genoem, is deur die Maritiemenywerheid ingestel kragtens artikel 39 (4) van die Wet op Mannekragopleiding, 1981, vir die onderwys en opleiding van werknemers in die Sektor. Dit maak voorsiening vir die gebruik van 'n Trust vir doeleindes van die Skema, vir die betaling van bydraes aan die Trustfonds deur werkgewers in die Sektor, tesame met die betaling van ander bydraes aan die Trust en die aanstelling van 'n Raad van Trustees deur die Opleidingsraad vir die Maritiemenywerheid om die Trust te administreer.

**1. NAAM VAN SKEMA**

Die naam van die Skema is die "Opleidingsraad vir die Maritiemenywerheid: Opleidingskema vir die Vraghanteringssektor".

**2. TOEPASSINGSBESTEK VAN DIE SKEMA**

Die bepalings van die Skema moet deur alle werkgewers en werknemers in die Vraghanteringssektor van die Maritiemenywerheid in die Republiek van Suid-Afrika nagekom word, maar uitgesonderd enige gedeelte van 'n werkgewer se bedrywighede of werknemers wat reeds binne die bestek en toepassing van enige ander opleidingskema kragtens artikel 39 van die Wet op Mannekragopleiding, 1981, of artikel 23 van die Wet op Arbeidsverhoudinge, 1995, val.

**3. WOORDOMSKRYWING**

Tensy hieronder anders omskryf, het enige uitdrukking wat in die Wet op Mannekragopleiding, 1981, omskryf is en in hierdie skema gebruik word, dieselfde betekenis as in die Wet. 'n Verwysing na hierdie Wet sluit enige wysigings van die Wet in en, tensy onbestaanbaar met die sinsverband, beteken—

"Kliënt" 'n persoon wat van die dienste van 'n werkgewer soos omskryf, gebruik maak; 'n klant van 'n werkgewer;

**“Maritiemenywerheid”** of **“Nywerheid”** die Maritiemenywerheid in sy wydste sin (insluitende die logistieke en administratiewe funksies wat geassosieer word met die beweging van vrug na of van enige Suider Afrikaanse hawe of lughawe, of grenspos deur enige toepaslike vervoerwyse, waarin die maatskappye, verenigings en organisasies soos omskryf in die Konstitusie van die Raad, geassosieer is met die doel om aktiwiteite te verrig wat algemeen geag word as werk wat wesenlik in verband staan met of geassosieer is met die bedryf van vaartuie, hawens, hawediens, afluandinge strukture en die ontginning (insluitende die insameling, verwerking, verpakking en bevriesing van vis ter see), benutting en beskerming van mariene hulpbronne, of soortgelyke handelinge;

**“Opleidingsaansporing”** beteken 'n toelae, subsidie, premie of ander voordeel, hetsy finansieel of andersins, betaal of verkry uit die Trust of toegestaan ingevolge hierdie Skema aan 'n werkgewer vir die fasilitering van toegang tot geakkrediteerde onderwys, opleiding en ontwikkeling van werknemers in die Sektor;

**“ORMN”** beteken die Opleidingsraad vir die Maritiemenywerheid;

**“Raad”** beteken die Opleidingsraad vir die Maritiemenywerheid;

**“Registrateur”** die Registrateur van Mannekragopleiding aangestel kragtens die bepalings van die Wet;

**“Sektor”** daardie maatskappye, verenigings en ander organisasies bedoel in Aanhangsels A en B van die Konstitusie van die Raad, wat betrokke is by die opberging, en/of die hantering van vrug vir wins. [Hierdie omskrywing sluit nie daardie werkgewers en werknemers in maatskappye, verenigings en ander organisasies hierbo bedoel wie se onderwys-, opleidings- en ontwikkelingsbehoefte bevredig word deur enige ander skema gepubliseer kragtens artikel 39 (4) van die Wet op Mannekragopleiding, 1981, of artikel 23 van die Wet op Arbeidsverhoudinge, 1995 in nie];

**“Skema”** die Opleidingsraad vir die Maritiemenywerheid: Opleidingskema vir die Vraghanteringssektor;

**“Trust”** beteken die Opleidingsraad vir die Maritiemenywerheid se No. 1-trust;

**“Trustfonds”** of **“Fonds”** beteken die Vraghanteringssektorfonds van die Opleidingsraad vir die Maritiemenywerheid se No. 1-trust;

**“werkgewer”** beteken 'n persoon wat 'n werknemer in diens het of werk aan 'n werknemer voorsien en wat daardie persoon vergoed of onderneem om daardie persoon te vergoed;

**“werknemer”** beteken 'n persoon wat werk vir of in die diens van 'n werkgewer in die Sektor soos hierbo omskryf of wat 'n vergoeding ontvang of daarop geregtig is om vergoeding te ontvang;

**“Wet”** die Wet op Mannekragopleiding, 1981;

**“Wet op Arbeidsverhoudinge”** beteken die Wet op Arbeidsverhoudinge, 1995, en enige wysigings van daardie Wet en enige regulasies uitgevaardig ingevolge daardie Wet, tensy onbestaanbaar met die sinsverband van hierdie dokument.

#### 4. WERKSAAMHEDE EN DOELWITTE VAN DIE SKEMA

Die werksaamhede en doelwitte van die Skema is—

- 4.1 oorlegpleging met die Raad (waarvan die Vraghanteringssektor 'n lid is), oorlegpleging met ander nywerheidsopleidingsrade in die vervoersektor (d.i.: lug, spoor, pad) en verwante Staatsdepartemente, ontwikkeling van planne vir die strategiese sektor en advies aan die Nasionale Opleidingsraad of soortgelyke liggaam oor sektorbehoefte en die wyse waarop sektorplanne uitgevoer moet word;
- 4.2 die skep van 'n Onderwys-, Opleidings- en Ontwikkelingsinfrastruktuur (0:00) wat in die behoeftes van sowel die werkgewers as werknemers sal kan voorsien;
- 4.3 die akkreditering van kursusse wat aan die standaarde van die Nasionale Kwalifikasieraamwerk voldoen, en wat deur onderwys-, opleidings- en ontwikkelingsinstellings en ander geskikte verskaffers aangebied word;
- 4.4 waar moontlik, die subsidiëring van onderwys, opleiding en ontwikkeling binne die Sektor;
- 4.5 die ontwikkeling van interne sakeplanne;
- 4.6 die ontwikkeling en administrering van leerlingskappe;
- 4.7 die skep van geleenthede binne die Sektor; en die bydrae, waar toepaslik en prakties, tot die gestelde nasionale doelwitte van die Departement van Arbeid op die terrein van OOO;
- 4.8 die uitvoer van die doelwitte van die Raad soos vervat in sy Konstitusie;
- 4.9 om op te tree as die Onderwys-, Opleidings- en Kwalifikasie-Owerheid (OOKO) vir die Vraghanteringssektor soos en wanneer deur wetgewing vereis;
- 4.10 die generering van konsepbevoegdheidsstandaarde, die instel van en/of deelname aan die betrokke Standaardstelliggame ingestel kragtens die Suid Afrikaanse Kwalifikasie-owerheid, en die ontwikkeling van sodanige standaarde vir insluiting by die Nasionale Kwalifikasieraamwerk.

#### 5. OPLEIDINGSRAAD VIR DIE MARITIEMENYWERHEID No. 1-TRUST

5.1 Daar is 'n Trust ingestel, bekend as die Opleidingsraad vir die Maritiemenywerheid No. 1-trust, bestaande uit afsonderlike fondse, insluitende die Vraghanteringssektorfonds.

5.2 Die Fonds word geadministreer deur die Raad van Trusteers aangestel deur die Raad kragtens sy Konstitusie, en soos gereflekteer in die trustakte van die Opleidingsraad vir die Maritiemenywerheid No. 1-trust.



5.3 In die Vraghanteringsektorfonds moet inbetaal word—

- (a) heffings gevorder ingevolge klousule 7 van hierdie Skema;
- (b) rente en/of kapitaalappresiasie verkry uit die belegging van enige gelde van die Vraghanteringsektorfonds; en
- (c) enige ander gelde waarop die Vraghanteringsektorfonds geregtig mag wees.

5.4 Die gelde van die Vraghanteringsektorfonds moet gebruik word in ooreenstemming met die doelwitte van die Trustakte vir die bereiking van die doelwitte van die Skema soos uiteengesit in klousule 4 hierbo ten opsigte van werknemers in die Vraghanteringsektor.

## 6. INSTELLING VAN DIE OPLEIDINGSRAAD VIR DIE MARITIEMENYWERHEID

6.1 Die Raad en, onder andere, die Sektor, is deur die Maritiemenywerheid in die Republiek van Suid-Afrika ingestel, in ooreenstemming met 'n Konstitusie goedgekeur deur die Registrateur op 14 Mei 1991.

6.2 Die Raad het die bevoegdheid om alle sake te hanteer wat binne die bestek van die doelwitte van hierdie Skema val.

## 7. GRONDSLAG VAN HEFFING EN BEDRAG

7.1 Met ingang van die maand waarop die Skema in die *Staatskoerant* verskyn, moet elke werkgewer in die Sektor—

- (1) teen die 30ste dag van elke maand by Posbus 6354, Roggebaai, 8012, of sodanige ander adres as waarvan die Raad van tyd tot tyd kennis gee, aan die Raad 'n opgawe indien in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word, en
- (2) aan die Fonds betaal, sonder aftrekking en vry van bankkommissie, deur middel van 'n gekruisde tjek, 'n heffing bestaande uit 0,5% van die totale inkomste per maand gevorder soos bereken in die opgawe gespesifiseer in paragraaf (1) hierbo, welke betaling die gemelde opgawe vir die ooreenstemmende maand moet vergesel.

7.2 Daar word na die voormelde heffing verwys as die "ORMN-heffing" en dit moet deur die werkgewer op elke faktuur aangedui word wat aan 'n kliënt uitgereik word.

7.3 Die heffing is deur elke kliënt van 'n werkgewer binne die Vraghanteringsektor betaalbaar aan daardie werkgewer by ontvangs van 'n faktuur.

7.4 Die heffingsbedrag kan van tyd tot tyd in geheel na goeddunke van die Raad gewysig word.

7.5 Enige onkoste aangegaan as gevolg van die verlies aan rente en die vordering van laat heffings word op die rekening van die betrokke werkgewer geplaas en deur die betrokke werkgewer betaal.

## 8. OUDIT

8.1 Elke werkgewer moet seker maak dat die Raad 'n Ouditersopgawe ontvang, waarin bevestig word dat die heffings betaal deur die werkgewer ooreenstem met die persentasie totale jaarlikse inkomste wat van tyd tot tyd in die *Staatskoerant* gepubliseer word.

8.2 Die Ouditersopgawe moet elke jaar nie later nie as 30 Maart die kantore van die Raad of sodanige ander plek as waarvan die Raad van tyd tot tyd skriftelik kennis gee, bereik.

## 9. INLIGTING

9.1 Die Raad moet aan elke lid van die Sektor van besonderhede betreffende die Skema in sodanige vorm as wat die Raad van tyd tot tyd bepaal voorsien, insluitende die volgende besonderhede:

- (1) 'n Afskrif van die Konstitusie van die Raad en van die trustakte van die Opleidingsraad vir die Maritiemenywerheid No. 1-trust;
- (2) 'n voorbeeld van die opgawevorm voorgeskryf deur die Raad;
- (3) die bydraes wat gemaak moet word of die heffings wat betaalbaar is aan die Fonds;
- (4) die opleidingsaansporings voorsien ingevolge die Skema waar toelaatbaar;
- (5) die prosedure wat gevolg moet word by die indiening van eise teen die Fonds, asook sodanige ander besonderhede as wat deur die Raad nodig geag word.

9.2 Die Raad moet, binne drie maande na die afsluiting van elke finansiële jaar, die Registrateur en elke bydraende party van die Sektor voorsien van 'n afskrif van die verslag van sy werksaamhede gedurende die finansiële jaar, saam met afskrifte van die geouditeerde finansiële state, en moet die verslag en die state ter insae van enige bydraende werkgewer beskikbaar hou.

## 10. FINANSIES

10.1 Alle gelde ingevolge hierdie Skema ontvang, word gestort in 'n bankrekening wat op naam van die Vraghanteringsektorfonds in die Maritiemenywerheid No. 1-trust geopen word.

10.2 Gelde wat nie vir onmiddellike gebruik nodig word nie, moet na die goeddunke van die Raad van Trusteas belê word soos voorgeskryf in die Konstitusie of op sodanige ander wyse as wat deur die Registrateur goedgekeur word.



10.3 Betalings uit die Fonds geskied per tjek of debietorder geteken deur sodanige Trustees as wat van tyd tot tyd skriftelik deur die Raad van Trustees daartoe gemagtig word.

#### 11. ONTBINDING

11.1 In die geval van die beëindiging van die skema om watter rede ook al, word daar deur die Raad oor die bates van die Fonds beskik in ooreenstemming met sy Konstitusie.

11.2 Alle administratiewe koste en verpligtinge van die Skema sal deurlopend van die Raad gevorder te word.

11.3 Die Registrateur moet vroegtydig van die beëindiging van die Skema verwittig word.

#### 12. VRYWARING

12.1 Die lede van die Raad is nie aanspreeklik vir verliese van die Trust as gevolg van onbehoorlike belegging wat te goeder trou gedoen is, of as gevolg van 'n daad tydens hul *bona fide*-administrasie van die Trust, of as gevolg van die nalatigheid of bedrog van 'n persoon in diens van die Raad, of as gevolg van 'n handeling of versuim van lede, of as gevolg van 'n ander saak uitgesonderd individuele opsetlike of bedrieglike optrede van die kant van sodanige lede wat aanspreeklik gehou kan word nie.

12.2 Enige sodanige lid moet deur die Fonds vergoed word vir enige aanspreeklikheid opgeloop deur hom in die verdediging van enige vervolging, hetsy siviël of strafregtelik, voortspruitend uit 'n bewering waarby kwade trou betrokke is, en waarin die regspraak in sy guns gelever word of waarvan hy vrygespreek word.

#### 13. AGENTE

13.1 Die Raad kan agente aanstel om uitvoering te gee aan die doelstellings van die Skema, op sodanige voorwaardes en met sodanige voorbehoude as wat die Raad goeddink.

13.2 'n Agent is geregtig om enige instelling binne te gaan vir doeleindes van ondervraging van 'n werkgewer of 'n werknemer wat binne die tredwydte van die Sektor val, met die doel om vas te stel of die bepalings van klousule 7 nagekom word al dan nie.

13.3 Die aanstelling van 'n agent kan te eniger tyd en om watter rede ookal deur die Raad teruggetrek word.

#### 14. VRYSTELLING

Enige aansoek om vrystelling van 'n bepaling van hierdie Skema, wat kragtens artikel 47 van die Wet op Mannekrag-opleiding, 1981, deur die Minister verleen kan word, moet by die Opleidingsraad vir die Maritiemenywerheid, Posbus 6354, Roggebaai, 8012, ingedien word, wat sodanige aansoek tesame met enige aanbeveling van die Raad na die Direkteur-generaal: Arbeid moet deurstuur.

**No. R. 138**

**31 January 1997**

#### LABOUR RELATIONS ACT, 1956

##### BUILDING INDUSTRY, BLOEMFONTEIN: RENEWAL OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notice No. R. 1893 of 8 December 1995, to be effective from the date of publication of this notice and for the period ending 30 October 1997.

**D. VAN DER WALT**

**Director: Collective Bargaining**

**No. R. 138**

**31 Januarie 1997**

#### WET OP ARBEIDSVERHOUDINGE, 1956

##### BOUNYWERHEID, BLOEMFONTEIN: HERNUWING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoortlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewing No. R. 1893 van 8 Desember 1995, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Oktober 1997 eindig.

**D. VAN DER WALT**

**Direkteur: Kollektiewe Bedinging**

**No. R. 140****31 January 1997****LABOUR RELATIONS ACT, 1956****FURNITURE MANUFACTURING INDUSTRY, SOUTH WESTERN DISTRICTS: AMENDMENT OF MAIN AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**T. T. MBOWENI****Minister of Labour****SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF  
THE SOUTH-WESTERN DISTRICTS AGREEMENT**

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

**South-Western Furniture 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 Manufacturing Industry of the South-Western Districts,

to amend the Agreement published under Government Notice R. 2859 of 28 December 1979, as amended and renewed by Government Notices Nos. R. 188 and R. 190 of 28 January 1983, R. 871 of 4 May 1984, R. 1818 and R. 1819 of 17 August 1984, R. 140 of 24 January 1986, R. 1672 of 8 August 1986, R. 2331 of 7 November 1986, R. 842 of 16 April 1987, R. 2299 of 11 November 1988, R. 573 of 31 March 1989, R. 407 and R. 408 of 1 March 1991, R. 3032 of 30 October 1992, R. 3390 of 24 December 1992, R. 1412 and R. 1413 of 6 August 1993, R. 474 of 11 March 1994, R. 1750 and R. 1751 of 14 October 1994, R. 763 of 10 May 1996 and R. 1056 of 28 June 1996.

**PART I**

**PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE ARREAS COVERED BY THE AGREEMENT  
UNLESS THE CONTRARY IS STATED**

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the South-Western Districts—

- (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 and employed in the Industry, respectively;
- (b) in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn (hereinafter referred to as the South-Western Districts).

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

- (a) only to employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;
- (b) to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

**2. CLAUSE 12: HOLIDAYS AND HOLIDAY FUND**

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

"Every employer shall grant his employees leave of at least 15 consecutive working days to commence not before 15 December and not later than 23 December: Provided that the annual shutdown period shall be extended to include paid public holidays: Provided further that every employer shall advise the Council at least one month prior to the date on which such leave is to commence of the date on which the establishment is to close."

**3. CLAUSE 37: CONTRACT OF SERVICE**

Insert the following new subclause after clause 37 (2):

"(3) A contract labourer involved with the manufacturing of furniture shall become a permanent employee after three months' service."

4. Insert the following new clause after clause 40:

**"41. COMPASSIONATE LEAVE**

An employee shall be entitled to two days' paid compassionate leave per event per annum, subject to the following conditions:

- (a) This benefit shall be applicable to deaths in the immediate family, i.e. biological parents, husband or wife, and children.
- (b) Death certificates shall accompany applications for compassionate leave.
- (c) Special extensions shall apply to ethnic groups, namely:
  - (i) Where the funeral is more than 600 km away, three additional days' unpaid compassionate leave shall be granted.
  - (ii) The onus shall be on the employee to register any additional dependants with the employer."

**PART II****5. CLAUSE 2: WAGES**

Substitute the following for clause 2:

"The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees from the date of the coming into operation of the Agreement shall be as set out hereunder:

	<i>Rand per week</i>
(1) Grade I employee .....	429,88
(2) Grade II employee .....	297,00
(3) Grade III employee .....	272,36
(4) Grade IV employee .....	249,48
(5) Grade V (a) employee:	
During the first six months as a new entrant in the grade .....	206,80
After the first six months as a new entrant in the grade .....	223,08
(6) Grade V (b) employee .....	243,76
(7) Grade VI employee:	
During the first six months as a new entrant in the grade .....	206,80
After the first six months as a new entrant in the grade .....	223,08
(8) Grade VII employee .....	247,28
(9) Grade VIII employee:	
During the first 12 months as a new entrant in the grade .....	161,92
After the first 12 months as a new entrant in the grade .....	171,16."

This Agreement signed at Knysna, on behalf of the parties, this 4th day of November 1996.

**M. AVELINO**

**Chairman of the Council**

**P. J. DAMPIES**

**Vice-Chairman of the Council**

**B. DU PLESSIS**

**Secretary of the Council**

**No. R. 140**

**31 Januarie 1997**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE: WYSIGING VAN HOOFDOOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en



- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**T. T. MBOWENI**

**Minister van Arbeid**

## **BYLAE**

### **NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE OOREENKOMS**

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

#### **South-Western Furniture 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 Meubelnywerheid, Suidwestelike Distrikte,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2859 van 28 Desember 1979, soos gewysig en hernieu by Goewermentskennisgewings Nos. R. 188 en R. 190 van 28 Januarie 1983, R. 871 van 4 Mei 1984, R. 1818 en R. 1819 van 17 Augustus 1984, R. 140 van 24 Januarie 1986, R. 1672 van 8 Augustus 1986, R. 2331 van 7 November 1986, R. 842 van 16 April 1987, R. 2299 van 11 November 1988, R. 573 van 31 Maart 1989, R. 407 en R. 408 van 1 Maart 1991, R. 3032 van 30 Oktober 1992, R. 3390 van 24 Desember 1992, R. 1412 en R. 1413 van 6 Augustus 1993, R. 474 van 11 Maart 1994, R. 1750 en R. 1751 van 14 Oktober 1994, R. 763 van 10 Mei 1996 en R. 1056 van 28 Junie 1996.

## **DEEL I**

### **BEPALINGS WAT OOR DIE HELE GEBIED WAT DEUR DIE OOREENKOMS GEDEK WORD, OP DIE NYWERHEID VAN TOEPASSING IS, TENSY DIE TEENOORGESTELDE VERMELD WORD**

#### **1. TOEPASSINGSBESTEK VAN OOREENKOMS**

- (1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Suidwestelike Distrikte, nagekom word—
- deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging, en wat onderskeidelik by die Nywerheid betrokke is en daarin werksaam is;
  - in die landdrostdistrikte George, Knysna, Mosselbaai en Oudtshoorn (hierna die Suidwestelike Distrikte genoem).
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—
- slegs op werknemers vir wie minimum lône by hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
  - op vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens aangegaan is of 'n voorwaarde wat daarkragtens vasgestel is.

#### **2. KLOUSULE 12: VAKANSIEDAE EN VAKANSIEFONDS**

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

"Elke werkgewer moet aan sy werknemers verlof van 15 agtereenvolgende werkdade toestaan, en sodanige verlof moet nie voor 15 Desember nie en voor of op 23 Desember begin: Met dien verstande dat die jaarlikse sluiting die betaalde vakansiedae moet insluit: Met dien verstande voorts dat elke werkgewer die Raad minstens een maand voor die datum waarop sodanige verlof moet begin, in kennis moet stel van die datum waarop die bedryfsinrigting sluit."

#### **3. KLOUSULE 37: DIENSKONTRAK**

Voeg die volgende nuwe klousule in na die bestaande klousule 37 (2):

- "(3) 'n Kontrakarbeider wat betrokke is by die vervaardiging van meubels, moet permanent aangestel word na 'n diens tydperk van drie maande."

4. Voeg die volgende nuwe klousule in na die bestaande klousule 40:

#### **"41. DEERNISVERLOF**

'n Werknemer is geregtig op twee dae betaalde deernisverlof per jaar, onderworpe aan die volgende voorwaardes:

- Hierdie voordeel is van toepassing slegs op afsterwes in die onmiddellike familie, soos biologiese ouers, man of vrou, en kinders.



- (b) Doodsertifikate moet aansoeke om deernisverlof vergesel.
- (c) Spesiale vergunnings is van toepassing op etniese groepe, naamlik:
  - (i) Wanneer die begrafnis verder as 600 km geskied, word drie addisionele dae onbetaalde deernisverlof toegestaan.
  - (ii) Die onus berus by die werknemer om addisionele afhanklikes by die werkgewer te registreer."

**DEEL II****5. KLOUSULE 2: LONE**

Vervang klousule 2 deur die volgende:

"Die minimum loon wat 'n werkgewer aan elke lid van ondervermelde klasse van sy werknemers moet betaal vanaf die datum van inwerkingtreding van die Ooreenkoms is hieronder uiteengesit:

	<i>Rand per week</i>
(1) Werknemer graad I .....	429,88
(2) Werknemer graad II .....	297,00
(3) Werknemer graad III .....	272,36
(4) Werknemer graad IV .....	249,48
(5) Werknemer graad V (a):	
Gedurende die eerste ses maande as nuwe toetreders tot die graad .....	206,80
Na die eerste ses maande as nuwe toetreders tot die graad .....	223,08
(6) Werknemer graad V (b) .....	243,76
(7) Werknemer graad VI:	
Gedurende die eerste ses maande as nuwe toetreders tot die graad .....	206,80
Na die eerste ses maande as nuwe toetreders tot die graad .....	223,08
(8) Werknemer graad VII .....	247,28
(9) Werknemer graad VIII:	
Gedurende die eerste 12 maande as nuwe toetreders tot die graad .....	161,92
Na die eerste 12 maande as nuwe toetreders tot die graad .....	171,16."

Hierdie Ooreenkoms is namens die partye op hede die 4de dag van November 1996 te Knysna onderteken.

**M. AVELINO**

**Voorsitter van die Raad**

**P. J. DAMPIES**

**Ondervoorsitter van die Raad**

**B. DU PLESSIS**

**Sekretaris van die Raad**

**No. R. 147**

**31 January 1997**

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

**MOTOR TRANSPORT UNDERTAKING (GOODS): PROVIDENT FUND AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 1909 of 22 November 1996, with effect from the second Monday after the date of publication of this notice.

**T. T. MBOWENI**

**Minister of Labour**

**No. R. 147****31 Januarie 1997**

WET OP ARBEIDSVERHOUDINGE, 1956

**INTREKKING VAN GOEWERMENSKENNISGEWING****MOTORVERVOERONDERNEMING (GOEDERE): VOORSORGFONDSOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing No. R. 1909 van 22 November 1996 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

**T. T. MBOWENI****Minister van Arbeid****No. R. 148****31 January 1997**

LABOUR RELATIONS ACT, 1956

**MOTOR TRANSPORT UNDERTAKING (GOODS): RE-ENACTMENT OF PROVIDENT FUND AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1998, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

**T. T. MBOWENI****Minister of Labour****SCHEDULE****INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)****PROVIDENT FUND AGREEMENT**

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

**Road Freight Employers' Association**

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

**Motor Transport Workers' Union (South Africa)**

the

**South African Workers' Union**

the

**Professional Transport Workers' Union of South Africa**

the

**Transport and General Workers' Union**

the

**African Miners and Allied Workers' Union**

and the

**Transport and Allied Workers' Union of S.A.**

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

being the parties to the Industrial Council for the Motor Transport Undertaking (Goods),

to amend the Agreement published under Government Notice No. R. 3146 of 20 December 1991, as amended and extended by Government Notices Nos. R. 3059 of 6 November 1992, R. 2074 of 5 November 1993, R. 2354 of 10 December 1993, R. 2252 of 23 December 1994, R. 1979 of 22 December 1995, R. 993 of 14 June 1996, R. 1024 of 21 June 1996 and R. 1909 of 22 November 1996.

## 1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Motor Transport Undertaking (Goods)—
- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed in the said Undertaking, respectively;
  - (b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. 498 and 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. 556 and 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. 1105 and 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in the Main Agreement and to the employers of such employees.
- (3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—
- (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle;
  - (b) an employer who operates one vehicle with one driver and the employees employed by such employer;
  - (c) an employer who, at the time of coming into operation of this Agreement, has an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Main Agreement, and the employees of such an employer; and
  - (d) an employer who, at the time of coming into operation of this Agreement, does not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Main Agreement, but who, prior to 1 January 1991, commenced negotiations for the establishment of a pension or provident fund for employees covered by the Main Agreement.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in force for the period ending 30 April 1998 or for such period as may be determined by him.

## 3. SPECIAL PROVISIONS

The provisions of clause 12 of the Agreement published under Government Notice No. R. 3146 of 20 December 1991 (hereinafter referred to as the "Former Agreement"), as further extended and amended from time to time, shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 11 and 13 to 19 of the Former Agreement, as further extended and amended from time to time, shall apply to employers and employees.

## 5. CLAUSE 7 OF THE FORMER AGREEMENT: CONTRIBUTIONS

Insert the following new subclause 1 (d):

- "(d) In lieu of the contributions due in terms of subclauses (1) (a), (b) and (c), a labour broker may, in addition to the normal wage due to an employee in respect of hours worked in each job category, pay an allowance equal to 5% of the employee's normal hourly wage for every ordinary hour worked in that job category."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 17th day of December 1996.

**G. F. VAN NIEKERK**

**Chairman of the Council**

**E. FOURIE**

**Vice-Chairlady of the Council**

**B. S. E. GRATZ**

**Secretary of the Council**

No. R. 148

31 Januarie 1997

WET OP ARBEIDSVERHOUDINGE, 1956

**MOTORVERVOERONDERNEMING (GOEDERE): HERBEKRAGTIGING VAN VOORSORGFONDSOOREENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

**T. T. MBOWENI****Minister van Arbeid****BYLAE****NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)****VOORSORGFONDSOOREENKOMS**

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

**Road Freight Employers' Association**

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

**Motor Transport Workers' Union (South Africa)**

die

**South African Workers' Union**

die

**Professional Transport Workers' Union of South Africa**

die

**Transport and General Workers' Union**

die

**African Miners and Allied Workers' Union**

en die

**Transport and Allied Workers' Union of S.A.**

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

wat die partye is by die Nywerheidsraad vir die Motorvervoeronderneming (Goedere),

tot wysiging van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 3146 van 20 Desember 1991, soos gewysig en verleng by Goewermmentskennisgewing Nos. R. 3059 van 6 November 1992, R. 2074 van 5 November 1993, R. 2354 van 10 Desember 1993, R. 2252 van 23 Desember 1994, R. 1979 van 22 Desember 1995, R. 993 van 14 Junie 1996, R. 1024 van 21 Junie 1996 en R. 1909 van 22 November 1996.

**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet in die Motorvervoeronderneming (Goedere) nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidelik by genoemde Onderneming betrokke en daarin werksaam is;
- (b) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermmentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het, en uitgesonderd die gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermmentskennisgewings Nos. 498 en 871 van onderskeidelik 1 April 1966 en 26 Mei 1972) binne die landdrosdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermmentskennisgewings Nos. 556 en 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het], Krugersdorp [met inbegrip van die gedeeltes van die landdrosdistrikte



Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennisgewings Nos. 1105 van 26 Julie 1963 en 872 van 26 Mei 1972) binne die landdrostdistrik Krugersdorp geval het], Oberholzer (uitgesonderd die gedeelte van die landdrostdistrik Oberholzer wat voor die publikasie van Goewermentskennisgewing No. 1745 van 1 September 1978 binne die landdrostdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. 2152 van 22 November 1974 binne die landdrostdistrik Pretoria geval het), Randfontein (met inbegrip van die gedeelte van die landdrostdistrik Koster wat voor die publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963 binne die landdrostdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie minimum lone in die Hoof-ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

(3) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op—

- (a) 'n eienaar wat sy eie voertuig dryf en die werknemers wat in verband met so 'n voertuig in diens is;
- (b) 'n werkgewer wat een voertuig met een drywer bedryf en die werknemers in diens van sodanige werkgewer;
- (c) 'n werkgewer wat met die inwerkingtreding van hierdie Ooreenkoms oor 'n bestaande pensioen- of voorsorgfonds beskik wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoof-ooreenkoms voorgeskryf word, en op die werknemers van so 'n werkgewer; en
- (d) 'n werkgewer wat met die inwerkingtreding van hierdie ooreenkoms nie oor 'n bestaande pensioen- of voorsorgfonds beskik nie wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoof-ooreenkoms voorgeskryf word, maar welke werkgewer voor 1 Januarie 1991 begin het met onderhandelings vir die instelling van 'n pensioen- of voorsorgfonds vir werknemers wat deur die Hoof-ooreenkoms gedek word.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 30 April 1998 of vir die tydperk wat hy bepaal.

## 3. SPESIALE BEPALINGS

Die bepalinge soos vervat in klousule 12 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 3146 van 20 Desember 1991 (hierna die "Vorige Ooreenkoms" genoem) soos verder verleng, hernieu en gewysig van tyd tot tyd, is van toepassing op sowel werkgewers en werknemers.

## 4. ALGEMENE BEPALINGS

Die bepalinge soos vervat in klousules 3 tot 11 en 13 tot 19 van die Vorige Ooreenkoms soos van tyd tot tyd, verder verleng en gewysig, is van toepassing op sowel werkgewers en werknemers.

## 5. KLOUSULE 7 VAN DIE VORIGE OOREENKOMS: BYDRAES

Voeg die volgende nuwe subklousule (1) (d) in:

- "(d) In die plek van die bydraes, verskuldig ooreenkomstig subklousules (1) (a), (b) en (c), kan 'n arbeidsmakelaar, benewens die gewone loon verskuldig aan 'n werknemer, ten opsigte van werksure in elke werkskategorie verrig, 'n toelae betaal gelykstaande aan 5% van die werknemer se normale uurloon vir elke uur gewerk in daardie werkskategorie."

Namens die partye by die Raad, op hede die 17de dag van Desember 1996 te Johannesburg onderteken.

**G. F. VAN NIEKERK**

**Voorsitter van die Raad**

**E. FOURIE**

**Ondervoorsitter van die Raad**

**B. S. E. GRATZ**

**Sekretaris van die Raad**

**No. R. 149**

**31 January 1997**

## LABOUR RELATIONS ACT, 1956

### CLOTHING INDUSTRY, EASTERN PROVINCE: AMENDMENT OF PROVIDENT FUND AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**T. T. MBOWENI**

**Minister of Labour**

## **SCHEDULE**

### **INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE**

#### **PROVIDENT FUND AGREEMENT**

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

#### **Eastern Province Clothing Manufacturers' Association**

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

#### **Southern African Clothing and Textile Workers' Union**

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

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

to amend the Agreement published under Government Notice No. R. 706 of 5 April 1991, as amended, renewed and extended by Government Notices Nos. R. 1637 of 12 July 1991, R. 2281 of 20 September 1991, R. 3229 of 27 November 1992, R. 205 and R. 206 of 12 February 1993, R. 1310 of 23 July 1993, R. 1116 of 24 June 1994, R. 507 of 29 March 1996, R. 714 of 3 May 1996, R. 1070 of 28 June 1996 and R. 2019 of 6 December 1996.

#### **1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Clothing Industry—
  - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
  - (b) in the Magisterial Districts of East London and Port Elizabeth.

#### **2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in force for the period ending 10 May 1998, or for such period as may be determined by him.

#### **3. CLAUSE 4: PROVIDENT FUND**

- (1) Insert the following subclause (5) (c):
  - "(c) (i) The parties have agreed that the target provident fund contribution levels ("the target levels") including insured benefits shall be as follows:
    - (aa) Employer's contribution—7,5% of wages;
    - (ab) employee's contribution—6% of wages.
  - (ii) The target levels shall be attained incrementally by increasing the contribution levels of employers and employees annually. These annual increases shall commence on 1 July 1997 and shall be as follows:
    - (aa) Employers to increase their current contribution level by 1% of wages per annum until the target levels are reached;
    - (ab) employees to increase their current contribution level by 0,5% of wages per annum until the target levels are reached.
  - (iii) The employers' increases in contribution levels shall form part of the total labour cost increase negotiated each year."
- (2) Insert the following new subclause after subclause (7):
  - "(7A) The Management Committee shall also have the power to furnish a guarantee in respect of a loan by some other person to a member for the purpose of a housing loan."

This Agreement signed at Port Elizabeth, on behalf of the parties, this 10th day of May 1996.

**R. VAN DEN ELSHOUT**

**Chairman**

**M. BOTHA**

**Member**

**B. J. WILSON**

**Secretary**

No. R. 149

31 Januarie 1997

## WET OP ARBEIDSVERHOUDINGE, 1956

## KLERASIENYWERHEID, OOSTELIKE PROVINSIE: WYSIGING VAN VOORSORGFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

## BYLAE

## NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE

## VOORSORGFONDSOOREENKOMS

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

## Eastern Province Clothing Manufacturers' Association

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

## Southern African Clothing and Textile Workers' Union

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

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

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 706 van 5 April 1991, soos gewysig, hernieu en verleng by Goewermentskennisgewings Nos. R. 1637 van 12 Julie 1991, R. 2281 van 20 September 1991, R. 3229 van 27 November 1992, R. 205 en R. 206 van 12 Februarie 1993, R. 1310 van 23 Julie 1993, R. 1116 van 24 Junie 1994, R. 507 van 29 Maart 1996, R. 714 van 3 Mei 1996, R. 1070 van 28 Junie 1996 en R. 2019 van 6 Desember 1996.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;
- (b) in die landdrosdistrikte Oos-Londen en Port Elizabeth.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 10 Mei 1998 of vir die tydperk wat hy bepaal.

## 3. KLOUSULE 4: VOORSORGFONDS

- (1) Voeg die volgende subklousule (5) (c) by:

- "(c) (i) Die partye het ooreengekom dat die beoogde voorsorgfonds se bydraevlakke (die "beoogde vlakke"), wat versekerde voordele insluit, soos volg sal wees:

- (aa) Werkgewer se bydrae—7,5% van lone;

- (ab) werknemer se bydrae—6% van lone.

- (ii) Die beoogde vlakke word aanwassend-gewyse bereik deur die bydraevlakke van werkgewers en werknemers jaarliks te verhoog. Hierdie jaarlikse verhogings neem op 1 Julie 1997 'n aanvang en sal soos volg wees:

- (aa) Werkgewers verhoog hulle huidige bydraevlak jaarliks met 1% van lone totdat die beoogde vlakke bereik word.



- (ab) Werknemers verhoog hulle huidige bydraevlak jaarliks met 0,5% van lone totdat die beoogde vlakke bereik word.
- (iii) Die werknemers se verhogings in bydraevlakke maak deel uit van die totale arbeidskosteverhoging wat elke jaar beding word.”
- (2) Voeg die volgende nuwe subklousule in na subklousule (7):
- “(7A) Die Bestuurskomitee het ook die bevoegdheid om ’n waarborg te gee ten opsigte van ’n lening deur ’n ander persoon aan ’n lid vir die doel van ’n huislening.”

Hierdie Ooreenkoms is namens die partye op hede die 10de dag van Mei 1996 te Port Elizabeth onderteken.

**R. VAN DEN ELSHOUT**

**Voorsitter**

**M. BOTHA**

**Lid**

**B. J. WILSON**

**Sekretaris**

**No. R. 160**

**31 January 1997**

**LABOUR RELATIONS ACT, 1956**

**ELECTRICAL INDUSTRY (NATAL): AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1998, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**T. T. MBOWENI**

**Minister of Labour**

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)**

**ELECTRICAL CONTRACTING SECTION**

**AGREEMENT**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Electrical Workers' Association**

and the

**Metal and Electrical Workers' Union of South Africa**

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

being the parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement published under Government Notice No. R. 2748 of 11 December 1987 (hereinafter referred to as the “Re-enacting Agreement”), as renewed and amended by Government Notice Nos. R. 1430 of 15 July 1988, R. 1660 of 19 August 1988, R. 726 of 14 April 1989, R. 1528 of 14 July 1989, R. 2106 of 29 September 1989, R. 397 of 23 February 1990, R. 398 of 23 February 1990, R. 1321 of 15 June 1990, R. 2550 of 2 November 1990, R. 136 of 25 January 1991, R. 1636 of 12 July 1991, R. 2413 of 4 October 1991, R. 2589 of 1 November 1991, R. 1747 of 26 June 1992, R. 2115 of 24 July 1992, R. 2356 of 21 August 1992, R. 2075 of 5 November 1993, R. 2480 of 24 December 1993, R. 1173 of 1 July 1994, R. 1229 of 15 July 1994, R. 2033 of 25 November 1994, R. 1008 of 7 July 1995, R. 1233 of 18 August 1995, R. 1702 of 3 November 1995, R. 807 of 17 May 1996, R. 1624 of 4 October 1996 and R. 1672 of 18 October 1996.



**PART I****GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT****1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry—
- (a) who are members of the employers' organisation and the trade unions, respectively; and
  - (b) who are engaged or employed in the Industry in the Province of Natal, excluding any portions of that area falling within the self-governing territory of KwaZulu, as Natal and KwaZulu existed immediately prior to the date of coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices, and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof.
- (3) For the purpose of this Agreement, the "weekly wage rate" of apprentices, prescribed under the Manpower Training Act, 1981, shall be taken to be the weekly wage of such employees and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

**2. SPECIAL PROVISIONS**

The provisions contained in clauses 8 (2) (a) (vii), 18, 34, 35, 36 and 37 (3) of Part 1 of the Agreement published under Government Notice No. R. 967 of 13 May 1983, as amended and re-enacted by Government Notices Nos. R. 25 of 6 January 1984, R. 1287 of 29 June 1984, R. 1367 of 21 June 1985, R. 995 of 23 May 1986, R. 1342 of 27 June 1986, R. 2748 of 11 December 1987, R. 1660 of 19 August 1988, R. 398 of 23 February 1990, R. 637 of 23 March 1990, R. 136 of 25 January 1991, R. 2589 of 1 November 1991, R. 2115 of 24 July 1992, R. 2356 of 21 August 1992 and R. 2480 of 24 December 1993 (hereinafter referred to as the "Former Agreement"), as amended, re-enacted and extended or renewed from time to time, shall apply to employers and employees.

**3. GENERAL PROVISIONS**

The provisions contained in clauses 3 to 8 (2) (a) (vi), 8 (2) (b) to 17, 19 to 33, 37 (1) and (2) and 38 to 41 of Part I and clauses 1 to 7 of Part II (as amended by clauses 4, 5, 6, 7, 9, 10, 11, 12, 14, 15, 16 and 17 hereunder) of the Former Agreement shall apply to employers and employees.

**PART II****4. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS**

Substitute the following for existing clause 4:

"With effect from the first pay week in February 1997, no employer shall pay and no employee shall accept wages at rates lower than the following: Provided that where an employee carries out work in an area for which higher wages are prescribed than those which apply in the area in which the employer's business is situated, such employee shall be paid no less than the minimum wages prescribed for such higher rated area for the duration of the period during which such employee works in such higher rated area:

	Area A	Area B
	Per hour	Per hour
	Cents	Cents
Master installation electrician .....	2 628	2 234
Installation electrician .....	2 420	2 056
Electrical tester for single phase .....	2 209	1 877
Electrician, domestic appliance mechanic and other artisans .....	2 103	1 786
Elconop 3.....	1 530	1 301
Elconop 2.....	1 297	1 103
Elconop 1.....	800	680
Domestic appliance repairer.....	987	839
Driver of a vehicle, the unladen mass of which is—		
(a) up to 3 500 kg .....	880	747
(b) from 3 501 kg to 9 000 kg .....	1 040	884
(c) 9 001 kg and over .....	1 157	982
Labourer .....	690	584"

**CLAUSE 4 bis: GUARANTEED MINIMUM INCREASES AND OFFSET**

In subclause (2) substitute the expression "October 1996", for the expression "January 1996".

Signed on behalf of the parties this 1st day of October 1996.

**Z. CINDI**

**Chairman of the Council**

**B. CARR**

**Vice-Chairman of the Council**

**R. E. REDFERN**

**Secretary of the Council**

**No. R. 160**

**31 Januarie 1997**

WET OP ARBEIDSVERHOUDINGE, 1956

**ELEKTROTEGNIJSE NYWERHEID (NATAL): WYSIGING VAN OOREENKOMS VIR**

**DIE ELEKTROTEGNIJSE AANNEMINGSEKSIE**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1998, eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**T. T. MBOWENI**

**Minister van Arbeid**

**BYLAE**

**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE NYWERHEID (NATAL)**

**ELEKTROTEGNIJSE AANNEMINGSEKSIE**

**OOREENKOMS**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Electrical Workers' Association**

en die

**Metal and Electrical Workers' Union of South Africa**

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal),

tot wysiging van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 2748 van 11 Desember 1987 (hierna die "Herbektigtigingsooreenkoms" genoem), soos hernieu en gewysig by Goewermmentskennisgewings Nos. R. 1430 van 15 Julie 1988, R. 1660 van 19 Augustus 1988, R. 726 van 14 April 1989, R. 1528 van 14 Julie 1989, R. 2106 van 29 September 1989, R. 397 van 23 Februarie 1990, R. 398 van 23 Februarie 1990, R. 1321 van 15 Junie 1990, R. 2550 van 2 November 1990, R. 136 van 25 Januarie 1991, R. 1636 van 12 Julie van 1991, R. 2413 van 4 Oktober 1991, R. 2589 van 1 November 1991, R. 1747 van 26 Junie 1992, R. 2115 van 24 Julie 1992, R. 2356 van 21 Augustus 1992, R. 2075 van 5 November 1993, R. 2480 van 24 Desember 1993, R. 1173 van 1 Julie 1994, R. 1229 van 15 Julie 1994, R. 2033 van 25 November 1994, R. 1008 van 7 Julie 1995, R. 1233 van 18 Augustus 1995, R. 1702 van 3 November 1995, R. 807 van 17 Mei 1996, R. 1624 van 4 Oktober 1996 en R. 1672 van 18 Oktober 1996.

**DEEL I****ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS****1. TOEPASSINGSBESTEK**

- (1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid—
- wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en
  - wat betrokke is by of in diens is in die Nywerheid in die provinsie Natal, uitgesonderd enige gedeeltes van die gebied wat binne die selfregerende gebied KwaZulu val, soos Natal en KwaZulu bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet. No. 200 van 1993).
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is.
- (3) Vir die toepassing van hierdie Ooreenkoms word die "weeklikse loonskaal" van vakleerlinge, voorgeskryf kragtens die Wet op Mannekragopleiding, 1981, as die weekloon van sodanige werknemers beskou, en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

**2. SPESIALE BEPALINGS**

Die bepalinge van klousules 8 (2) (a) (vii), 18, 34, 35, 36 en 37 (3) van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 967 van 13 Mei 1983, soos gewysig en herbekragtig by Goewermentskennisgewings Nos. R. 25 van 6 Januarie 1984, R. 1287 van 29 Junie 1984, R. 1367 van 21 Junie 1985, R. 995 van 23 Mei 1986, R. 1342 van 27 Junie 1986, R. 2748 van 11 Desember 1987, R. 1660 van 19 Augustus 1988, R. 398 van 23 Februarie 1990, R. 637 van 23 Maart 1990, R. 136 van 25 Januarie 1991, R. 2589 van 1 November 1991, R. 2115 van 24 Julie 1992, R. 2356 van 21 Augustus 1992 en R. 2480 van 24 Desember 1993 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd gewysig, herbekragtig en verleng of hernieu, is van toepassing op werkgewers en werknemers.

**3. ALGEMENE BEPALINGS**

Die bepalinge vervat in klousules 3 tot 8 (2) (a) (vi), 8 (2) (b) tot 17, 19 tot 33, 37 (1) en (2) en 38 tot 41 van Deel I en klousules 1 tot 7 van Deel II (soos gewysig by klousules 4, 5, 6, 7, 9, 10, 11, 12, 14, 15, 16 en 17 hieronder) van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

**DEEL II****4. KLOUSULE 4: OPGAWE VAN LONE EN/OF VERDIENSTE**

Vervang bestaande klousule 4 deur die volgende:

"Met ingang van die eerste betaalweek in Februarie 1997, mag geen lone laer as onderstaande deur 'n werkgewer betaal en deur 'n werknemer aanvaar word nie: Met dien verstande dat waar 'n werknemer werk verrig in 'n gebied waarvoor hoër lone voorgeskryf word as dié wat van toepassing is in die gebied waarin die werkgewer se besigheid geleë is, sodanige werknemer nie minder betaal mag word nie as die minimum lone wat voorgeskryf word vir sodanige gebied met 'n hoër loonskaal vir die duur van die duur van die tydperk waartydens sodanige werknemer werksaam is in sodanige gebied met 'n hoër loonskaal:

	Area A	Area B
	Per uur	Per uur
	Sent	Sent
Meester-installasie-elektrisiën .....	2 628	2 234
Installasie-elektrisiën .....	2 420	2 056
Elektriese toetser vir enkelfase .....	2 209	1 877
Elektrisiën, huistoestel-werktuigkundige en ander ambagsmanne .....	2 103	1 786
Elkonop 3.....	1 530	1 301
Elkonop 2.....	1 297	1 103
Elkonop 1.....	800	680
Huistoestelhersteller .....	987	839
Drywer van 'n voertuig waarvan die onbelaste massa—		
(a) hoogstens 3 500 kg is .....	880	747
(b) van 3 501 kg tot 9 000 kg is .....	1 040	884
(c) 9 001 kg en meer is .....	1 157	982
Arbeider .....	690	584



**KLOUSULE 4 bis: GEWAARBORGDE MINIMUM VERHOOGINGS EN VERGOEDING**

In subklousule (2) vervang "Januarie 1996" deur "Oktober 1996".

Onderteken namens die partye op hede die 1ste dag van Oktober 1996.

**Z. CINDI**

**Voorsitter van die Raad**

**B. CARR**

**Ondervoorsitter van die Raad**

**R. E. REDFERN**

**Sekretaris van die Raad**

**No. R. 161**

**31 January 1997**

**LABOUR RELATIONS ACT, 1956**

**JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE): AMENDMENT OF MAIN AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**T. T. MBOWENI**

**Minister of Labour**

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE)**

**AGREEMENT**

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

**Cape Jewellery Manufacturers' Association**

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

**Jewellers' and Goldsmiths' Union**

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

being the parties to the Industrial Council for the Jewellery and Precious Metal Industry (Cape),

to amend the Main Agreement published under Government Notice No. R. 1133 of 8 June 1984, as amended and renewed by Government Notices Nos. R. 2070 of 26 September 1986, R. 107 of 16 January 1987, R. 146 of 30 January 1987, R. 975 of 30 April 1987, R. 1992 of 11 September 1987, R. 2635 of 27 November 1987, R. 70 of 22 January 1988, R. 1233 of 24 June 1988, R. 1675 of 19 August 1988, R. 2591 of 23 December 1988, R. 1454 of 7 July 1989, R. 393 and R. 394 of 23 February 1990, R. 1762 of 2 August 1991, R. 2858 of 29 November 1991, R. 818 of 13 March 1992, R. 2248 of 7 August 1993, R. 702 of 30 April 1993, R. 949 of 20 May 1994, R. 1425 of 19 August 1994, R. 1523 of 9 September 1994, R. 1943 of 18 November 1994, R. 953 of 30 June 1995, R. 1880 of 8 December 1995, and R. 122 and R. 123 of 2 February 1996.

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Jewellery and Precious Metal Industry (Cape)—
  - (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 District of Bellville, The Cape, including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices Nos. 1882 of 3 October 1975 and 2536 of 12 December 1980), fell within the Magisterial District of the Cape, and Wynberg.

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

- (a) apply only to employees for whom wages are prescribed in this Agreement, and to the employers of such employees;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed hereunder.

## 2. CLAUSE 6: CLASSIFICATION OF WORK AND ORDINARY MINIMUM WAGES FOR ORDINARY HOURS OF WORK

Substitute the following for clause 6:

"The minimum weekly wages which shall be paid by an employer to each member of the undermentioned classes of his/her employees shall be as follows:

### A—JOURNEYMAN'S WORK

Any one or more of the following operations, irrespective of the group or groups in which they appear:

#### *Classes of work*

Weekly wage  
R

#### Group I: Mounting and/or precious metal working:

(i) Alloying precious metals.....	523,00
(ii) Assembling by hand, with or without the use of hand tools.....	523,00
(iii) Bending, plying and/or manipulating metal to shape by hand.....	523,00
(iv) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals.....	523,00
(v) Cutting metal incidental to the work being performed by the particular journeyman.....	523,00
(vi) Drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill.....	523,00
(vii) Filing metal with hand file.....	523,00
(viii) Hammering metal with hand-operated hammer or any other hand tool.....	523,00
(ix) Lathe turning.....	523,00
(x) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates).....	523,00
(xi) Punching with hand punch or with any other hand tool or instrument.....	523,00
(xii) Repairing and/or altering any manufactured article or part of any such article.....	523,00
(xiii) Sawing metal with fretsaw.....	523,00
(xiv) Soldering metal by hand with or without the use of hand tools and with or without the use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure)	523,00
(xv) Soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering oven.....	523,00
(xvi) Spinning.....	523,00

**Note:** The terms "alloying" and "precious metals" are defined in clause 3.

#### Group II: Setting ornamental stones:

(i) Setting ornamental stones by hand, including the use of hand tools.....	523,00
(ii) Setting ornamental stones by means of handoperated dies and/or punches.....	523,00
(iii) Carving and cutting up.....	523,00

**Note:** The term "ornamental stones" is defined in clause 3.

#### Group III: Engraving:

(i) Engraving by hand, including the use of any hand tool.....	523,00
(ii) Engraving by operating any machine.....	523,00

**Note:** The term "engraving" is defined in clause 3.

#### Group IV: Enamelling:

(i) Hand-painted enamelling.....	523,00
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**Note:** The term "enamelling" is defined in clause 3.

#### Group V: Model making:

(i) Making models for mould castings.....	523,00
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**B—ARTISAN'S WORK**

Work in any one of the following trades when performed by a person in the employ of an employer engaged in the Jewellery and Precious Metal Industry, and when undertaken by the employer in connection with his/her own activities therein:

**Classes of work**

Weekly wage

R

(i) Base metal spinning .....	523,00
(ii) Ornamental base metal working.....	523,00
(iii) Coppersmithing .....	523,00
(iv) Die and/or jig and/or tool and/or gauge making .....	523,00
(v) Electrical maintenance work and/or installation .....	523,00
(vi) Fitting and/or turning and/or machining and/or precision grinding .....	523,00
(vii) Machine tool setting up .....	523,00
(ix) Carpentering .....	523,00
(x) Engine turning .....	523,00
(xi) Die engraving and/or sinking.....	523,00

**C—OPERATIVE WORK (GRADE A)**

Any of the following operations:

Filing, sawing, drilling, assembling and soldering of pre-formed jewellery and of marcasite articles in silver, and shall include the use of a hammer.

Weekly wage

R

New employee .....	210,00
During first year of experience.....	241,00
During second year of experience .....	259,00
During third year of experience .....	285,00
Thereafter .....	327,00

**Note:** The terms "assembling" and "pre-formed jewellery" are defined in clause 3.

**D—OPERATIVE WORK (GRADE B)**

All operations in connection with the "lost-wax" process of casting, other than those enumerated under clause 6J (Mould Cutters), are amalgamated into one category as plaster and lost-wax operations and are as follows:

**Classes of work**

- (i) Injecting molten wax into moulds by hand and/or mechanical means;
- (ii) measuring quantity of and mixing plaster, including the evacuation of same by mechanical means;
- (iii) pouring by hand and/or mechanical means liquid plaster mixture into cans and/or containers into which cores, trees or sprues have been fitted and/or placed;
- (iv) making or building wax pattern cores, trees or sprues and the positioning of same in cans and/or containers;
- (v) ejecting and/or lifting and/or taking out wax patterns from moulds;
- (vi) trimming and/or removing "feather", "flash" and/or irregularities on wax patterns;
- (vii) preparing, vulcanising and curing moulds.

Weekly wage

R

New employee .....	210,00
During first year of experience.....	241,00
During second year of experience .....	250,00
During third year of experience .....	268,00
Thereafter .....	285,00



**E—OPERATIVE WORK (GRADE C)**

Any one or more of the following operations:

**Classes of work**

- (i) Gilding, plating, emerying, including making use of rubberised wheels or paper, either manually or mechanically (including flexible shaft) and/or sandblasting;
- (ii) press cutting, press punching and/or press embossing;
- (iii) cleaning and/or washing jewellery;
- (iv) annealing, drawing solid wire and/or drawing tube or charnier (as distinct from preparing the metal for drawing tube or charnier, which is within the scope of journeyman's work);
- (v) feeding rollers and/or using gauges;
- (vi) cutting base metals and any precious metal scrap, and the smelting, casting and pouring thereof in plain ingots;
- (vii) fixing and/or filling articles in cement, wax, shellac and/or other cementing material for engraving, setting or engine turning;
- (viii) stamping quality, identification, registration, name, patent, date and/or carat marks;
- (ix) crushing and grinding enamel into fine powder and washing powdered enamel for Grade I operations;
- (x) glueing ornamented stones, pearls or other embellishments into or onto articles of jewellery in the final stages of production.

**Weekly wage****R**

New employee .....	210,00
During first year of experience .....	241,00
During second year of experience .....	250,00
During third year of experience .....	259,00
Thereafter .....	276,00

**F—REPETITIVE WORK**

- (i) Placing on and removing from the moving belt feed to the soldering oven trays of assembled articles prepared for soldering;
- (ii) Placing into jigs and tack welding component parts of pre-formed jewellery and placing thereon solder or soldering paste preparatory to placing the articles onto the moving belt of a soldering oven;
- (iii) Processes relating to the production of sleeper earrings viz, drilling, riveting, sawing and removing flash by mechanical means.

**Weekly wage****R**

New employee .....	210,00
During first year of experience .....	241,00
During second year of experience .....	250,00
During third year of experience .....	259,00
Thereafter .....	268,00

**G—POLISHING**

A polisher means any person who polishes any article or component part of any articles as defined in this Agreement under "Jewellery and Precious Metal Industry", either manually or mechanically, including the use of rubberised or paper wheels and/or flexible shafts.

**Weekly wage****R**

New employee .....	210,00
During first year of experience .....	241,00
During second year of experience .....	259,00
During third year of experience .....	285,00
Thereafter .....	327,00

**H—GENERAL WORKER**

Any one or more of the following operations:

**Classes of work**

	Weekly wage
	R
(i) Cleaning and/or washing premises, utensils, containers, plant, machinery and/or tools	250,00
(ii) oiling and/or greasing plant and machinery .....	250,00
(iii) carrying, moving, wrapping packing and/or stacking goods .....	250,00
(iv) opening and/or closing doors, windows, boxes, packages, bales, sacks and/or bags .....	250,00
(v) making tea and/or preparing other beverages .....	250,00
(vi) delivering and/or collecting letters and/or executing messages .....	250,00
(vii) turning a hand-roller, swinging a hand press, operating the handle of any hand-operated machine and/or operating a blower or bellows .....	250,00
(viii) washing and/or ironing overalls and/or other protective clothing .....	250,00

**I—APPRENTICES**

Wages as prescribed from time to time in the conditions of apprenticeship fixed under the Manpower Training Act, 1981.

**J—MOULD CUTTERS**

A mould cutter means a person who cuts open rubber moulds in respect of lost wax casting.

	Weekly wage
	R
New employee .....	210,00
During first year of experience .....	285,00
Thereafter .....	386,00

**K—MACHINIST**

A machinist means a person engaged in the production by mechanical means of articles of jewellery, which production shall include the following:

Roughing out, smoothing, bevelling and shaping of such articles when performed by a person in the employ of an employer in the Jewellery and Precious Metal Industry and when undertaken by the employer in connection with his/her own activities therein.

	Weekly wage
	R
New employee .....	210,00
During first year of experience .....	241,00
During second year of experience .....	278,00
During third year of experience .....	372,00
Thereafter .....	523,00

**L—GRINDER**

Any person who grinds any article or component part of any articles as defined in this Agreement under "Jewellery & Precious Metal Industry", either manually or mechanically, including the use of rubberised or paper wheels and/or flexible shafts.

	Weekly wage
	R
New employee .....	210,00
During first year of experience .....	241,00
During second year of experience .....	259,00
During third year of experience .....	285,00
Thereafter .....	327,00

**M—STONE MOUNTER IN WAX PATTERNS**

Mounting stones in wax patterns and placing stones into rubber moulds using a beader. The required ratio is two mounters to one setter.

	Weekly wage R
New employee .....	210,00
During first year of experience .....	241,00
During second year of experience .....	250,00
During third year of experience .....	268,00
Thereafter .....	285,00

**N—STONE MOUNTER IN PRE-PREPARED METAL CASTINGS**

Mounting stones in pre-cut metal settings.

The employment of these stone mounters shall take place through negotiation with existing setters employed by each individual company and the setter's permission shall not be unreasonably withheld."

**3. CLAUSE 14: SICK LEAVE**

Substitute the following for subclause (1):

"(1) An employer shall grant to an employee employed by him/her and who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than 30 working days' sick leave; and
- (b) in the case of an employee who works a six-day week, not less than 36 working days' sick leave; and
- (c) in the case of an employee with more than 10 years' continuous service with the same employer; not less than, in the case of (a) above, five extra days per year, and in the case of (b) above, six extra days per year: Provided that the extra days' sick leave shall—

- (i) be accumulated over six years, and not three years as current, in other words 30 days' (five-day week) and 36 days' (six-day week) long-service sick leave, respectively;
- (ii) not form part of the normal sick-leave cycle of 10 days per year, but shall be used and granted only in the case of absence due to hospitalisation and other serious illness;

in the aggregate during any period of 36 or 72 (long-service sick leave) consecutive months of employment with him/her, and shall pay such employee in respect of the period of absence in terms of this clause an amount of not less than the remuneration he/she would have received had he/she worked during such period: Provided that—

- (i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one working day in respect of each completed period of five weeks of employment, and in the case of every other employee, one working day in respect of each completed month of employment;
- (ii) an employer may, as a condition precedent to the payment by him/her of any amount claimed in terms of this clause by an employee in respect of any absence of work for a period covering more than two consecutive days, or for a period of absence of one day only, where such day immediately precedes or follows any statutory public holiday, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his/her employer may, during the period of eight weeks immediately succeeding the last such occasion, require him/her to produce such certificate in respect of any absence from work."

**4. CLAUSE 23: TERMINATION OF EMPLOYMENT OR ALTERATIONS OF CONDITIONS**

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

"(a) The first 120 calendar days for new employees to the industry, and for the rest, the first 90 calendar days of commencement of employment shall be a trial period, during which the time at least the following notice periods shall apply:

- (i) Not less than 24 hours, notice in writing may be given by either party during the first 10 calendar days of commencement of employment, in the case of both weekly and monthly paid employees.
- (ii) Not less than one weeks' notice in writing shall be given by either party between the 11th calendar day of employment and the expiry of the 90th calendar day of commencement of employment in the case of both weekly and monthly, paid employees."



**5. CLAUSE 31: COUNCIL FUNDS**

Substitute the following for subclause (2):

- (2) Employees' contributions: (a) *Weekly-paid employees*: Every employer shall on each weekly pay day deduct from the weekly wages of his/her weekly-paid employees an amount in accordance with the following scale as and for such employees' weekly contribution:

2c per every R3 of ordinary minimum rate weekly remuneration.

- (b) *Monthly-paid employees*: Every employer shall on each monthly pay day deduct from the monthly wages of each of his/her monthly-paid employees an amount of—

2c per every R3 of ordinary minimum rate monthly remuneration.”.

6. Delete clause 36.

Signed at Cape Town on this 11th day of November 1996.

**DAVIDS**

**Chairman**

**SNYMAN**

**Secretary**

**No. R. 161**

**31 Januarie 1997**

**WET OP ARBEIDSVERHOUDINGE, 1956**

**JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP): WYSIGING VAN HOOFOORENKOMS**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**T. T. MBOWENI**

**Minister van Arbeid**

**BYLAE**

**NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP)**

**OOREENKOMS**

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

**Cape Jewellery Manufacturers' Association**

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

**Jewellers' and Goldsmiths' Union**

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

wat die partye is by die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap),

tot wysiging van die Hoofooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 1133 van 8 Junie 1984, soos gewysig en hernieu by Goewermentskennisgewing Nos. R. 2070 van 26 September 1986, R. 107 van 16 Januarie 1987, R. 146 van 30 Januarie 1987, R. 975 van 30 April 1987, R. 1992 van 11 September 1987, R. 2635 van 27 November 1987, R. 70 van 22 Januarie 1988, R. 1233 van 24 Junie 1988, R. 1675 van 19 Augustus 1988, R. 2591 van 23 Desember 1988, R. 1454 van 7 Julie 1989, R. 393 van 23 Februarie 1990, R. 393 en R. 394 van 23 Februarie 1990, R. 1762 van 2 Augustus 1991, R. 2858 van 29 November 1991, R. 818 van 13 Maart 1992, R. 2248 van 7 Augustus 1993, R. 702 van 30 April 1993, R. 949 van 20 Mei 1994, R. 1425 van 19 Augustus 1994, R. 1523 van 9 September 1994, R. 1943 van 18 November 1994, R. 953 van 30 Junie 1995 en R. 1880 van 8 Desember 1995, en R. 122 en R. 123 van 2 Februarie 1996.

**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

- (1) Hierdie Ooreenkoms moet in die Juweliersware- en Edelmetaalnywerheid (Kaap) nagekom word—
- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;
  - (b) in die landdrosdistrikte Bellville, Die Kaap, met inbegrip van die gedeeltes van die landdrosdistrik Goodwood wat voor 3 Oktober 1975 en 12 Desember 1980 (Goewermenskennisgewings Nos. 1882 van 3 Oktober 1975 en 2536 van 12 Desember 1980) binne die landdrosdistrik Die Kaap geval het, en Wynberg.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—
- (a) slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
  - (b) op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is nie.

**2. KLOUSULE 6: INDELING VAN WERK EN GEWONE MINIMUM LONE VIR GEWONE WERKURE**

Vervang klousule 6 deur die volgende:

"Die minimum weeklone wat 'n werkgewer aan elkeen van ondergenoemde klasse werknemers moet betaal, is soos volg:

**A—VAKMAN SE WERK**

Enigeen of meer van die volgende werksaamhede ongeag die groep of groepe waaronder hulle val:

**Klasse werk**

Weekloon  
R

**Groep I: Monteer- en/of edelmetaalwerk:**

(i) Edelmetale leger.....	523,00
(ii) Met die hand monteer, met of sonder die gebruik van handgereedskap.....	523,00
(iii) Metaal met die hand fatsoeneer deur dit te buig, te vou en/of te manupileer .....	523,00
(iv) Vorms vir die giet van edelmetale maak en/of berei, maar uitgesonderd die bereiding van vorms vir die giet van gewone gietblokke van edelmetaal.....	523,00
(v) Metaal sny as 'n werk wat voortvloei uit die werk wat deur die bepaalde vakman verrig word.....	523,00
(vi) Boorwerk deur middel van handgereedskap (met inbegrip van 'n boor met 'n buigsame skag) of met 'n elektriesaangedrewe handboor .....	523,00
(vii) Metaal met 'n handvyl vyl.....	523,00
(viii) Metaal met 'n handhamer of ander handgereedskap uitklop.....	523,00
(ix) Draaibankwerk.....	523,00
(x) Metaal berei vir trekpyp of charnier (maar uitgesonderd die trek van metaal deur trek-plate).....	523,00
(xi) Ponswerk met 'n handpons of ander handgereedskap of instrument.....	523,00
(xii) 'n Vervaardigde artikel of 'n gedeelte van sodanige herstel en/of verander .....	523,00
(xiii) Metaal met 'n figuursaag saag.....	523,00
(xiv) Metaal met die hand en met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp soldeer (afgesien daarvan of sodanige blaaspyp met die mond of met lugdruk in werking gebring word).....	523,00
(xv) Metaal deur middel van 'n masjienproses soldeer en/of 'n soldeermasjien bedien en/of 'n soldeeroond bedien .....	523,00
(xvi) Spinwerk.....	523,00

**Opmerking:** Die uitdrukking "leger" en "edelmetale" word in klousule 3 omskryf.

**Groep II: Die montering van sierstene:**

(i) Sierstene met die hand, en ook met behulp van handgereedskap, monteer .....	523,00
(ii) Sierstene deur middel van handstempels en/of -sponse monteer.....	523,00
(iii) Kerf- en opsnywerk .....	523,00

**Opmerking:** Die uitdrukking "sierstene" word in klousule 3 omskryf.

## Groep III: Graveerwerk:

- (i) Met die hand graveer, met inbegrip van die gebruik van handgereedskap ..... 523,00
- (ii) Met 'n masjien graveer ..... 523,00

**Opmerking:** Die uitdrukking "graveerwerk" word in klousule 3 omskryf.

## Groep IV: Emaljering:

- (i) Handgeskilderde emaljewerk ..... 523,00

**Opmerking:** Die uitdrukking "emaljering" word in klousule 3 omskryf.

## Groep V: Die maak van modelle:

- (i) Die maak van modelle vir vormafgietsels ..... 523,00

**B—AMBAGSMAN SE WERK**

Werk in enigeen of meer van die volgende ambagte, wanneer dit verrig word deur 'n persoon wat in die diens is van 'n werkgever in die Juweliersware- en edelmetaalnywerheid en wanneer dit deur die werkgever onderneem word in verband met sy eie werksaamhede in sodanige Nywerheid:

**Klasse werk****Weekloon****R**

- (i) Spinwerk in verband met onedelmetale ..... 523,00
- (ii) Sierwerk met onedelmetale ..... 523,00
- (iii) Kopersmidswerk ..... 523,00
- (iv) Die maak van stempels en/of setmate en/of gereedskap en/of mate ..... 523,00
- (v) Elektrotegniese onderhoudswerk en/of installering ..... 523,00
- (vi) Monteer- en/of draaiwerk en/of masjienwerk en/of presisieslypwerk ..... 523,00
- (vii) Die maak en/of herstel van instrumente ..... 523,00
- (viii) Die opstel van masjiengereedskap ..... 523,00
- (ix) Timmermanswerk ..... 523,00
- (x) Masjiendraaiwerk ..... 523,00
- (xi) Graveer- en/of stempelsnywerk ..... 523,00

**C—WERKMAN (GRAAD A) SE WERK**

Enigeen van die volgende werksaamhede:

Die vyl, saag, boor, monteer en soldeer van vooraf gevormde juweliersware en van markesiet-artikels in silwer, en moet die gebruik van 'n hamer insluit.

**Weekloon****R**

- Nuwe werknemer ..... 210,00
- Gedurende die eerste jaar ondervinding ..... 241,00
- Gedurende die tweede jaar ondervinding ..... 259,00
- Gedurende die derde jaar ondervinding ..... 285,00
- Daarna ..... 327,00

**Opmerking:** Die uitdrukking, "monteer" en "vooraf gevormde juweliersware" word in klousule 3 omskryf.

**D—WERKMAN (GRAAD B) SE WERK**

Alle werksaamhede in verband met die waslaaggietproses, uitgesonderd dié genoem onder klousule 6J (Gietvormsnywers se werk), word in een kategorie saamgevat as gips- en waslaagwerksaamhede en bestaan uit die volgende:

**Klasse werk**

- (i) Gesmelte was met die hand en/of 'n masjien in vorms inspuit;
- (ii) hoeveelhede gips afmeet en meng en dit met behulp van 'n masjien verwyder;
- (iii) gipsmengsel in 'n vloeibare vorm met die hand en/of 'n masjien giet in kanne en/of houers waarin kerns, gietvertakkings of gietkanale aangebring en/of geplaas is;
- (iv) wasmodelkerns, gietvertakkings of gietkanale maak of bou en dit in kanne en/of houers in posisie plaas;
- (v) wasmodelle uit vorms uitwerp en/of uitlig en/of uithaal;
- (vi) "baarde", "vinne" en/of onreëlmagthede aan wasmodelle afwerk en/of verwyder;
- (vii) bereiding, vulkanisering en droging van gietvorms.



	Weekloon R
Nuwe werknemer .....	210,00
Gedurende die eerste jaar ondervinding .....	241,00
Gedurende die tweede jaar ondervinding .....	250,00
Gedurende die derde jaar ondervinding .....	268,00
Daarna .....	285,00

**E—WERKMAN (GRAAD C) SE WERK**

Enigeen of meer van die volgende werksaamhede:

**Klasse werk**

- (i) Verguld-, plateer- en skuurwerk met rubberwiele of papier hetsy met die hand of met 'n masjien (met inbegrip van 'n buigsame as) en/of sandbestraling;
- (ii) perssnywerk, persponswerk en/of persbosseleerwerk;
- (iii) die skoonmaak en/of was van juweliersware;
- (iv) die uitgloeïing en trek van soliede draad en/of trekpype of charniers (in teenstelling met die bereiding van metaal vir trekpype of charniers, wat binne die bestek van 'n vakman se werk val);
- (v) rollers voer en/of mate gebruik;
- (vi) onedelmetale en afval van die edelmetale opsny en dit smelt, giet en in gewone gietblokke gooi;
- (vii) die vassit en/of vul van artikels in sement, was, skellak en/of ander sementeerstof vir graveerwerk, monter- of masjiendraaiwerk;
- (viii) die afstempeling van gehalte-, identifikasie-, registrasiennaam-, patent-, datum- en/of karaatmerke;
- (ix) die vergruising en maal van emalje tot 'n fyn poeier en die was van gepoeierde emalje vir die werksaamhede van graad I;
- (x) versierde stene, pèrels of ander siewerk vaslym in of op juweliersware in die finale produksiestadiums:

	Weekloon R
Nuwe werkmener .....	210,00
Gedurende die eerste jaar ondervinding .....	241,00
Gedurende die tweede jaar ondervinding .....	250,00
Gedurende die derde jaar ondervinding .....	259,00
Daarna .....	276,00

**F—HERHALINGSWERK**

- (i) Panne gemonteerde artikels wat voorberei is om gesoldeer te word op die bewegende band plaas wat die soldeeroond voer en daarvan verwyder;
- (ii) Samestellende dele van vooraf gevormde juweliersware in setmate plaas en hegswis en soldeersel of soldeer pasta daarop sit voordat die artikels op die bewegende band van 'n soldeeroond geplaas word;
- (iii) Die prosesse met betrekking tot die produksie van ooringe, d.w.s. met 'n masjien boor, klink, saag en vinne verwyder.

	Weekloon R
Nuwe werknemer .....	210,00
Gedurende eerste jaar ondervinding .....	241,00
Gedurende tweede jaar ondervinding .....	250,00
Gedurende derde jaar ondervinding .....	259,00
Daarna .....	268,00

**G—POLEER**

'n Poleerder beteken iemand wat 'n artikel of samestellende gedeelte van 'n artikel soos in hierdie Ooreenkoms onder "Juweliersware- en Edelmetaalnywerheid" omskryf, poleer, hetsy met die hand of met 'n masjien, met inbegrip van die gebruik van rubber- of papierwiele en/of buigsame asse.

	Weekloon R
Nuwe werknemer .....	210,00
Gedurende eerste jaar ondervinding .....	241,00
Gedurende tweede jaar ondervinding .....	259,00
Gedurende derde jaar ondervinding .....	285,00
Daarna .....	327,00

**H—ALGEMENE WERKER**

Enigeen of meer van die volgende werksaamhede:

**Klasse werk****Weekloon****R**

(i) Persele, gerei, houters, installasie, masjinerie en/of gereedskap skoonmaak en/of was	250,00
(ii) installasie en masjinerie olie en/of smeer .....	250,00
(iii) goedere dra, verwyder, toedraai, verpak en/of opstapel .....	250,00
(iv) deure, vensters, kiste, pakke, bale en/of sakke oop- en/of toemaak .....	250,00
(v) tee maak en/of ander drank berei .....	250,00
(vi) briewe en/of goedere aflewer en/of afhaal en/of boodskappe doen .....	250,00
(vii) 'n handroller draai, 'n handpers swaai, die slinger van 'n handmasjien draai en/of 'n blaser of blaasbalk bedien .....	250,00
(viii) oorklere en/of ander beskermende klere was en/of stryk .....	250,00

**I—VAKLEERLINGE**

Die lone soos van tyd tot tyd voorgeskryf, in die vakleerlingvoorwaardes wat ooreenkomstig die Wet op Mannekragopleiding, 1981 vasgestel is.

**J—GIETVORMSNIERS**

'n Gietformsnyer is 'n persoon wat die rubbergietvorm in verband met waslaaggietwerk oopsny.

**Weekloon****R**

Nuwe werknemer .....	210,00
Gedurende die eerste jaar ondervinding .....	285,00
Daarna .....	386,00

**K—MASJINIS**

'n Masjinis is 'n persoon wat aangestel is vir die produksie van juweliersartikels deur meganiese werksaamhede, wat die volgende insluit:

Ru-bewerking, gladmaking, afskuinsing en vorming van sodanige artikels wanneer dit gedoen word deur 'n persoon wat 'n werknemer is van 'n werkgewer in die Juweliersware- en Edelmetaalnywerheid en wanneer dit onderneem word deur die werkgewer in verband met sy eie werksaamhede daarin:

**Weekloon****R**

Nuwe werknemer .....	210,00
Gedurende die eerste jaar ondervinding .....	241,00
Gedurende die tweede jaar ondervinding .....	278,00
Gedurende die derde jaar ondervinding .....	372,00
Daarna .....	523,00

**L—SLYPER**

Iemand wat 'n artikel of samestellende gedeelte van 'n artikel soos in hierdie ooreenkoms onder "Juweliersware- en edelmetaalnywerheid" omskryf, slyp, hetsy met die hand of met 'n masjien, met inbegrip van die gebruik van rubber- of papierwiele en/of buigsame asse.

**Weekloon****R**

Nuwe werknemer .....	210,00
Gedurende die eerste jaar ondervinding .....	241,00
Gedurende die tweede jaar ondervinding .....	259,00
Gedurende die derde jaar ondervinding .....	285,00
Daarna .....	327,00

**M—MONTEERDER VAN STENE IN WASPATRONE**

Stene monteer in waspatrone en die stene in rubbervorms plaas met behulp van 'n lysinstrument. Die vereiste verhouding is twee steenmonteerders teenoor een setter.

	Week'oon R
Nuwe werknemer .....	210,00
Gedurende die eerste jaar ondervinding .....	241,00
Gedurende die tweede jaar ondervinding .....	250,00
Gedurende die derde jaar ondervinding .....	268,00
Daarna .....	285,00

**N—MONTEERDER VAN STENE IN VOORAF VOORBEREIDE METAALGIETVORMS**

Montering van stene in vooraf gesnyde metaalmonterings.

Die indiensname van hierdie steenmonteerders sal plaasvind d.m.v. onderhandelinge met huidige setters op maatskappyvlak. Setters mag nie toestemming onredelik weerhou nie.”.

**3. KLOUSULE 14: SIEKTEVERLOF**

Vervang subklousule (1) deur die volgende:

“(1) 'n Werkgewer moet aan 'n werknemer wat hy/sy diens het en wat van sy/haar werk afwesig is weens ongeskiktheid—

- (a) in die geval van 'n werknemer met 'n werkweek van vyf dae, altesaam minstens 30 werkdae siekteverlof; en
- (b) in die geval van 'n werknemer met 'n werkweek van ses dae, altesaam minstens 36 werkdae siekteverlof; en
- (c) in die geval van 'n werknemer met 10 jaar of langer agtereenvolgende diens by by dieselfde werkgever, minstens, in die geval van (a) hierbo, vyf ekstra dae per jaar, en in die geval van (b) hierbo, ses ekstra dae per jaar verlof toestaan: Met dien verstande dat die ekstra dae siekteverlof—
  - (i) oor ses jaar oploop en nie oor drie jaar soos tans nie met ander woorde langdienssiekteverlof van onderskeidelik 30 dae (vyfdagweek) en van 36 dae (sesdagweek);
  - (ii) nie deel vorm van die normale siekteverlofsiklus van 10 dae per jaar nie, maar gebruik en toegestaan sal word slegs in die geval van afwesigheid weens hospitalisasie en ander ernstige siekte;

altesaam gedurende 'n tydperk van 36 of 72 (langdienssiekteverlof) agtereenvolgende maande diens by hom/haar en moet sodanige werknemer ten opsigte van die tydperk van afwesigheid kragtens hierdie klousule 'n bedrag betaal van minstens die besoldiging wat hy sou ontvang het as hy/sy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer in die eerste 12 agtereenvolgende maande diens nie geregtig is nie op siekteverlof met volle besoldiging teen 'n skaal van meer as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooië tydperk van vyf weke diens, en in die geval van elke ander werknemer, een werkdag ten opsigte van elke voltooië maand diens;
- (ii) 'n werkgever, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid van sy werk gedurende 'n tydperk wat oor meer as twee agtereenvolgende dae strek of vir 'n tydperk van afwesigheid van net een dag waar sodanige dag onmiddellik voor of na 'n statutêre openbare vakansiedag val, kan vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid vermeld, en indien 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy/haar werkgever gedurende die tydperk van agt weke onmiddellik ná die jongste sodanige geleentheid kan vereis dat hy/sy ten opsigte van enige afwesigheid so 'n sertifikaat voorlê.”.

**4. KLOUSULE 23: DIENSBEËINDIGING OF VERANDERING VAN DIENSVOORWAARDES**

Vervang subklousule 1 (a) deur die volgende:

- “(a) Die eerste 120 kalenderdae vir nuwe werknemers in die nywerheid en origins, die eerste 90 kalenderdae diens 'n proeftyd-perk is waartydens minstens die volgende kennistydperke van toepassing is:
  - (i) Enigeen van die partye kan gedurende die eerste 10 kalenderdae diens in die geval van weekliks en maandeliks besoldigde werknemers minstens 24 uur vooraf skriftelik kennis gee.
  - (ii) Enigeen van die partye moet gedurende die 11de kalenderdag en die verstryking van die 90ste kalenderdag na aanvang van diens in die geval van weekliks en maandeliks besoldigde werknemers minstens een week vooraf skriftelik kennis gee.”.



**5. KLOUSULE 31: FONDSE VAN DIE RAAD**

Vervang subklousule 2 deur die volgende:

"(2) *Bydraes van werknemers:* (a) *Weekliks besoldigde werknemers:* Elke werkgever moet op elke weeklikse betaaldag van die weekloon van sy/haar weekliks besoldigde werknemers 'n bedrag ooreenkomstig onderstaande skaal aftrek as sodanige werknemer se weeklikse bydrae:

2c vir elke R3 van die gewone minimum weeklikse besoldiging.

(b) *Maandelikse besoldigde werknemers:* Elke werkgever moet op elke maandelikse betaaldag van die maandloon van elkeen van sy/haar maandeliks besoldigde werknemers 'n bedrag aftrek van—

2c vir elke R3 van sy gewone minimum maandelikse besoldiging.

6. Skrap klousule 36.

Geteken te Kaapstad op hede die 11de dag van November 1996.

**DAVIDS**

**Voorsitter**

**SNYMAN**

**Sekretaris**

**No. R. 162**

**31 January 1997**

**LABOUR RELATIONS ACT, 1956**

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

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

**T. T. MBOWENI**

**Minister of Labour**

**SCHEDULE**

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

**KNITTING DIVISION AGREEMENT**

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

**Cape Knitting Industry Association**

and the

**Cape Clothing Manufacturer's Association**

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

**Southern African Clothing and Textile Workers' Union**

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

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

to amend the Knitting Division Agreement published under Government Notice No. R. 1374 of 1 July 1983, as amended, extended, renewed and re-enacted by Government Notices Nos. R. 1262 of 22 June 1984, R. 2435 of 9 November 1984, R. 2669 of 7 December 1984, R. 1743 of 9 August 1985, R. 2336 of 14 November 1986, R. 254 of 6 February 1987, R. 2067 of 14 October 1988, R. 2455 of 2 December 1988, R. 2327 of 27 October 1989, R. 2529 of 17 November 1989, R. 2756 of 15 December 1989, R. 2086 of 31 August 1990, R. 2867 of 7 December 1990, R. 1235 of 30 May 1991, R. 2511 of 4 September 1992, R. 3103 of 13 November 1992, R. 3425 of 24 December 1992, R. 3426 of 24 December 1992, R. 1085 of 25 June 1993, R. 885 of 6 May 1994, R. 1159 of 1 July 1994, R. 671 of 12 May 1995, R. 1009 of 7 July 1995, R. 875 of 31 May 1996, R. 1040 of 28 June 1996 and R. 2017 of 6 December 1996.

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Knitting Division of the Clothing Industry—
- (a) by the employers and the employees who are members of the employers' organisations and the trade union, respectively;
  - (b) in the Magisterial Districts of The Cape, Wynberg, Simonstown, Goodwood and Bellville, including those portions of the Magisterial Districts of Wynberg, Simonstown, Goodwood and Bellville that were used to create the Magisterial District of Mitchells Plain on 2 March 1992, Somerset West, Strand, Malmesbury and George.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
- (a) only apply in respect of employees for whom wages are prescribed in this Agreement;
  - (b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

**2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT**

Substitute the expression "10 May 1998" for the expression "30 June 1996".

**3. CLAUSE 4: WAGES**

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

	"Wage per week"
<b>Part A: Cutting Department</b>	
<b>Pattern maker:</b>	
(a) Qualified .....	R602,00
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R336,50
Second six months of experience .....	R372,00
Third year:	
First six months of experience .....	R408,00
Second six months of experience .....	R445,00
Fourth year:	
First six months of experience .....	R485,00
Second six months of experience .....	R524,00
Thereafter, the wage specified in (a), i.e. ....	R602,00
<b>Pattern grader:</b>	
(a) Qualified .....	R486,00
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R317,00
Second six months of experience .....	R336,50
Third year:	
First six months of experience .....	R358,00
Second six months of experience .....	R382,00
Fourth year:	
First six months of experience .....	R408,00
Second six months of experience .....	R434,00
Thereafter, the wage specified in (a), i.e. ....	R486,00
<b>Football jersey cutter:</b>	
(a) Qualified .....	R337,50
(b) Learner:	
First year of experience .....	Next wage*

	"Wage per week"
Second year:	
First six months of experience .....	R254,00
Second six months of experience .....	R269,00
Third year:	
First six months of experience .....	R283,00
Second six months of experience .....	R297,50
Fourth year:	
First six months of experience .....	R312,50
Thereafter, the wage specified in (a), i.e. ....	R337,50
Layer-up:	
(a) Qualified .....	R291,00
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R245,00
Second six months of experience .....	R254,00
Third year:	
First six months of experience .....	R264,50
Thereafter, the wage specified in (a), i.e. ....	R291,00
<b>Part B: Factory Operatives</b>	
Grade A employee:	
(a) Qualified .....	R372,00
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R262,50
Second six months of experience .....	R282,00
Third year:	
First six months of experience .....	R301,50
Second six months of experience .....	R317,00
Fourth year:	
First six months of experience .....	R337,50
Thereafter, the wage specified in (a), i.e. ....	R372,00
Grade B employee:	
(a) Qualified .....	R318,00
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R258,00
Second six months of experience .....	R271,50
Third year:	
First six months of experience .....	R285,50
Thereafter, the wage specified in (a), i.e. ....	R318,00
(c) If advanced to Grade A employee:	
First six months from date of advancement .....	R318,00
Second six months from date of advancement .....	R327,50
Third six months from date of advancement .....	R337,50
Thereafter, the wage specified for a qualified Grade A employee, i.e. ....	R372,00



	"Wage per week"
Grade C employee:	
(a) Qualified .....	R282,00
(b) Learner:	
First year of experience.....	Next wage*
Second year:	
First six months of experience .....	R253,00
Second six months of experience .....	R260,50
Thereafter, the wage specified in (a), i.e. ....	R282,00
(c) If advanced to Grade B employee:	
First six months from date of advancement .....	R282,00
Second six months from date of advancement .....	R285,50
Thereafter, the wage specified for a qualified Grade B employee, i.e. ....	R318,00
<b>Part C: Clerical employees</b>	
Clerk:	
(a) Qualified .....	R410,00
(b) Learner:	
First year of experience.....	Next wage**
Second year of experience.....	R302,50
Third year of experience.....	R329,00
Fourth year:	
First six months of experience .....	R359,00
Thereafter, the wage specified in (a), i.e. ....	R410,00
Factory clerk:	
(a) Qualified .....	R308,00
(b) Learner:	
First year of experience.....	Next wage**
Second year of experience.....	R245,00
Third year of experience.....	R261,50
Fourth year:	
First six months of experience .....	R282,00
Thereafter, the wage specified in (a), i.e. ....	R308,00
<b>Part D: General</b>	
Boiler attendant.....	R292,50
Despatch packer.....	R301,50
General worker .....	R282,00
Labourer.....	R285,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg .....	R301,50
(b) exceeds 1 360 but not 2 720 kg .....	R313,50
(c) exceeds 2 720 kg.....	R358,00
Supervisor, quality controller and instructor.....	R382,00
Traveller's driver .....	R313,50
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week .....	R325,50
(b) 60 hours per week.....	R342,00

Subject further to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees employed at Fabric Knitting Establishments, shall be as follows:

	Wage per week
<b>Part A: Design and Cutting Department</b>	
Pattern maker:	
(a) Qualified .....	R605,50
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R337,50
Second six months of experience .....	R373,00
Third year:	
First six months of experience .....	R410,00
Second six months of experience .....	R447,00
Fourth year:	
First six months of experience .....	R487,00
Second six months of experience .....	R526,00
Thereafter, the wage specified in (a), i.e. ....	R605,50
Pattern grader:	
(a) Qualified .....	R488,50
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R318,00
Second six months of experience .....	R337,50
Third year:	
First six months of experience .....	R360,00
Second six months of experience .....	R384,00
Fourth year:	
First six months of experience .....	R410,00
Second six months of experience .....	R436,00
Thereafter, the wage specified in (a), i.e. ....	R488,50
Football jersey cutter:	
(a) Qualified .....	R339,50
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R255,00
Second six months of experience .....	R270,00
Third year:	
First six months of experience .....	R284,00
Second six months of experience .....	R299,50
Fourth year:	
First six months of experience .....	R314,50
Thereafter, the wage specified in (a), i.e. ....	R339,50
Layer-up:	
(a) Qualified .....	R292,00
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R246,00
Second six months of experience .....	R255,00
Third year:	
First six months of experience .....	R266,50
Thereafter, the wage specified in (a), i.e. ....	R292,00
<b>Part B: Factory Operatives</b>	
Grade A employee:	
(a) Qualified .....	R373,00
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R263,50
Second six months of experience .....	R284,50

	"Wage per week"
Third year:	
First six months of experience .....	R302,50
Second six months of experience .....	R319,00
Fourth year:	
First six months of experience .....	R339,50
Thereafter, the wage specified in (a), i.e. ....	R373,00
Grade B employee:	
(a) Qualified .....	R319,00
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R259,50
Second six months of experience .....	R273,50
Third year:	
First six months of experience .....	R286,50
Thereafter, the wage specified in (a), i.e. ....	R319,00
(c) If advanced to Grade A employee:	
First six months from date of advancement .....	R319,00
Second six months from date of advancement .....	R330,00
Third six months from date of advancement .....	R339,50
Thereafter, the wage specified for a qualified Grade A employee, i.e. ....	R373,00
Grade C employee:	
(a) Qualified .....	R284,50
(b) Learner:	
First year of experience .....	Next wage*
Second year:	
First six months of experience .....	R254,00
Second six months of experience .....	R261,50
Thereafter, the wage specified in (a), i.e. ....	R284,50
(c) If advanced to Grade B employee:	
First six months from date of advancement .....	R284,50
Second six months from date of advancement .....	R286,50
Thereafter, the wage specified for a qualified Grade B employee, i.e. ....	R319,00
<b>Part C: Clerical employees</b>	
Clerk:	
(a) Qualified .....	R412,50
(b) Learner:	
First year of experience .....	Next wage**
Second year of experience .....	R305,00
Third year of experience .....	R331,00
Fourth year:	
First six months of experience .....	R361,50
Thereafter, the wage specified in (a), i.e. ....	R412,50
Factory clerk:	
(a) Qualified .....	R310,50
(b) Learner:	
First year of experience .....	Next wage**
Second year of experience .....	R246,50
Third year of experience .....	R263,50



	"Wage per week"
Fourth year:	
First six months of experience .....	R283,00
Thereafter, the wage specified in (a), i.e. ....	R310,50
<b>Part D: General</b>	
Boiler attendant .....	R293,00
Despatch packer .....	R304,00
General worker .....	R283,00
Labourer .....	R286,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg .....	R304,00
(b) exceeds 1 360 but not 2 720 kg .....	R315,50
(c) exceeds 2 720 kg.....	R360,00
Supervisor, quality controller and instructor .....	R384,00
Traveller's driver .....	R315,50
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week .....	R326,50
(b) 60 hours per week.....	R343,00

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

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

(2) Substitute the following for subclause (9):

"(9) **Annual bonus:** Each employee shall be paid an annual bonus on the day of his employer's annual closure in December of each year, equivalent to 1,0%, in respect of the period up to 30 June 1996, and 1,5%, in respect of the period from 1 July 1996, of his total actual annual basic prescribed wage calculated from 1 January to 31 December and earned with the employer by whom he is employed.

The bonus is inclusive of and not additional to any annual bonus paid by an employer and a shop steward may not be prejudiced in respect of annual bonus earnings for time off authorised by his employer, in attending to union business."

(3) In subclause (10) substitute the expression "R. 1040 of 28 June 1996" for the expression "R. 671 of 12 May 1995" where it appears.

(4) In subclause (11) substitute the expression "1996" for the expression "1995".

#### 4. CLAUSE 5: PAYMENT OF WAGES

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

	Male employees employed at establishments other than Fabric Knitting Establishments	Male employees employed at Fabric Knitting Establishments
	Wage per week	Wage per week
Supervisors and quality controllers .....	R449,00	R451,50
Grade A employees:		
Machinists and passers.....	R375,50	R376,50
Factory clerks .....	R348,50	R350,50

#### 5. ANNEXURE G

Substitute Annexure G attached for Annexure G of the Agreement

Signed at Salt River on behalf of the parties this 31st day of October 1996.

**B. D. P. COOKE**

Chairperson of the Council

**W. F. ALEXANDER**

Vice-Chairperson of the Council

**D. J. ACKERMANN**

Secretary of the Council

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

RETURN FOR THE MONTH OF

19

To: The Secretary

P O Box 142

SALT RIVER

7924

Telephone: 47-2000

Name of Firm: .....

Address: .....

OFFICE USE ONLY		Week Ending Dates during the month -					Employee Contributions	Employer Contributions	Total Across	
Housing Loan Repayments		— AS PER SCHEDULE ON REVERSE SIDE OF THIS RETURN —						NIL	=	
Enter Number of Employees in each of the blocks below —						TOTAL	RATE			
Industrial Council Levies						X		+	=	
Health Care Fund Contributions up to R	EMPLOYEE Without Dependents (i)					X		NIL	=	
	With Dependents (ii)					X		NIL	=	
	EMPLOYER Total (i)+(ii)					X	NIL		=	
Health Care Fund Contributions R and over	EMPLOYEE Without Dependents (i)					X		NIL	=	
	With Dependents (ii)					X		NIL	=	
	EMPLOYER Total (i)+(ii)					X	NIL		=	
Provident Fund Contributions (As per attached Schedule) R						% of each contributor's basic wage rate with a maximum of R per week or R per month		+	=	
CITB Training Fund Levy						X		NIL	=	
		(VAT - CURRENTLY % - INCLUDED IN CITB LEVY ONLY)				VAT INCLUSIVE				
SACTWU Subscriptions R		Enter Number of Employees in each of these blocks -				Enter Rand Value in each of these blocks -		% of each Trade Union member's basic wage rate with a minimum of R per week and a maximum of R per week	NIL	=
SACTWU Bursary Fund						X		NIL	=	

**MATERNITY LEAVE (ONLY IF EMPLOYED MORE THAN ONE YEAR WITH FIRM)**

Health Care Fund Contributions up to R					X		NIL	=
Health Care Fund Contributions R and over					X		NIL	=
Provident Fund Contributions (As per attached Schedule) R					% of each contributor's basic wage rate with a maximum of R per week or R per month		NIL	=

TOTAL OF EMPLOYER AND EMPLOYEE CONTRIBUTIONS:

ADDITIONAL PAYMENTS (DETAILS ON REVERSE OF FORM):

WE ENCLOSE OUR CHEQUE FOR TOTAL:

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

## HOUSING LOAN STOP ORDER REPAYMENTS

[illegible]

### ADDITIONAL PAYMENTS

DETAILS: I.e. INSPECTION PAYMENTS, ARREAR WAGES, ADJUSTMENTS, ETC.			AMOUNT	
			R	c
TOTAL: (CARRY FORWARD TO FRONT OF FORM)				

No. R. 162

31 Januarie 1997

## WET OP ARBEIDSVERHOUDINGE, 1956

**KLÉRASIENYWERHEID, KAAP: WYSIGING VAN OOREENKOMS VIR DIE BREI-AFDELING**

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**T. T. MBOWENI****Minister van Arbeid****BYLAE****NYWERHEIDSRAAD VIR DIE KLÉRASIENYWERHEID (KAAP)****OOREENKOMS VIR DIE BREI-AFDELING**

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

**Cape Knitting Industry Association**

en die

**Cape Clothing Manufacturer's Association**

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

**Southern African Clothing and Textile Workers' Union**

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap),

tot wysiging van die Ooreenkoms vir die Brei-afdeling gepubliseer by Goewermentskennisgewing No. R. 1374 van 1 Julie 1983, soos gewysig, verleng, hernieu en herbekragtig by Goewermentskennisgewings Nos. R. 1262 van 22 Junie 1984, R. 2435 van 9 November 1984, R. 2669 van 7 Desember 1984, R. 1743 van 9 Augustus 1985, R. 2336 van 14 November 1986, R. 254 van 6 Februarie 1987, R. 2067 van 14 Oktober 1988, R. 2455 van 2 Desember 1988, R. 2327 van 27 Oktober 1989, R. 2529 van 17 November 1989, R. 2756 van 15 Desember 1989, R. 2086 van 31 Augustus 1990, R. 2867 van 7 Desember 1990, R. 1235 van 30 Mei 1991, R. 2511 van 4 September 1992, R. 3103 van 13 November 1992, R. 3425 van 24 Desember 1992, R. 3426 van 24 Desember 1992, R. 1085 van 25 Junie 1993, R. 885 van 6 Mei 1994, R. 1159 van 1 Julie 1994, R. 671 van 12 Mei 1995, R. 1009 van 7 Julie 1995, R. 875 van 31 Mei 1996, R. 1040 van 28 Junie 1996 en R. 2017 van 6 Desember 1996.

**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

- (1) Hierdie Ooreenkoms moet in die Brei-afdeling van die Klerasienywerheid nagekom word—
- (a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is;
- (b) in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Bellville, insluitende die gedeeltes van die landdrostdistrikte Wynberg, Simonstad, Goodwood en Bellville waaruit die landdrostdistrik Mitchells Plain op 2 Maart 1992 saamgestel was, Somerset-Wes, Strand, Malmesbury en George.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms—
- (a) slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskrif word;
- (b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoof-ooreenkoms van die Raad bedoel.

**2. KLOUSULE 2: GELDIGHEIDSDUUR VAN OOREENKOMS**

Vervang die uitdrukking "30 Junie 1996" deur die uitdrukking "10 Mei 1998".



## 3. KLOUSULE 4: LONE

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

	"Loon per week"
<b>Deel A: Snyafdeling</b>	
<b>Patroonmaker:</b>	
(a) Gekwalifiseer .....	R602,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding .....	R336,50
Tweede ses maande ondervinding .....	R372,00
Derde jaar:	
Eerste ses maande ondervinding .....	R408,00
Tweede ses maande ondervinding .....	R445,00
Vier jaar:	
Eerste ses maande ondervinding .....	R485,00
Tweede ses maande ondervinding .....	R524,00
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R602,00
<b>Patroongradeerder:</b>	
(a) Gekwalifiseer .....	R486,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding .....	R317,00
Tweede ses maande ondervinding .....	R336,50
Derde jaar:	
Eerste ses maande ondervinding .....	R358,00
Tweede ses maande ondervinding .....	R382,00
Vierde jaar:	
Eerste ses maande ondervinding .....	R408,00
Tweede ses maande ondervinding .....	R434,00
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R486,00
<b>Voetbaltruisnyer:</b>	
(a) Gekwalifiseer .....	R337,50
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding .....	R254,00
Tweede ses maande ondervinding .....	R269,00
Derde jaar:	
Eerste ses maande ondervinding .....	R283,00
Tweede ses maande ondervinding .....	R297,50
Vierde jaar:	
Eerste ses maande ondervinding .....	R312,50
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R337,50
<b>Laagopplêr:</b>	
(a) Gekwalifiseer .....	R291,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*

	"Loon per week
Tweede jaar:	
Eerste ses maande ondervinding.....	R245,00
Tweede ses maande ondervinding.....	R254,00
Derde jaar:	
Eerste ses maande ondervinding.....	R264,50
Daarna, die loon voorgeskryf by (a), d.w.s.....	R291,00
<b>Deel B: Fabriekswerkers</b>	
<b>Werknemer Graad A:</b>	
(a) Gekwalifiseer .....	R372,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R262,50
Tweede ses maande ondervinding.....	R282,00
Derde jaar:	
Eerste ses maande ondervinding.....	R301,50
Tweede ses maande ondervinding.....	R317,00
Vierde jaar:	
Eerste ses maande ondervinding.....	R337,50
Daarna, die loon voorgeskryf by (a), d.w.s.....	R372,00
<b>Werknemer graad B:</b>	
(a) Gekwalifiseer .....	R318,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R258,00
Tweede ses maande ondervinding.....	R271,50
Derde jaar:	
Eerste ses maande ondervinding.....	R285,50
Daarna, die loon voorgeskryf by (a), d.w.s.....	R318,00
(c) Indien bevorder tot werknemer graad A:	
Eerste ses maande vanaf datum van bevordering .....	R318,00
Tweede ses maande vanaf datum van bevordering .....	R327,50
Derde ses maande vanaf datum van bevordering .....	R337,50
Daarna, die loon vir 'n gekwalifiseerde werknemer Graad A voorgeskryf, d.w.s. ....	R372,00
<b>Werknemer graad C:</b>	
(a) Gekwalifiseer .....	R282,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R253,00
Tweede ses maande ondervinding.....	R260,50
Daarna, die loon voorgeskryf by (a), d.w.s.....	R282,00
(c) Indien bevorder tot werknemer graad B:	
Eerste ses maande vanaf datum van bevordering .....	R282,00
Tweede ses maande vanaf datum van bevordering .....	R285,50
Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.....	R318,00

	“Loon per week
<b>Deel C: Klerke</b>	
Klerk:	
(a) Gekwalifiseer .....	R410,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon**
Tweede jaar ondervinding .....	R302,50
Derde jaar ondervinding .....	R329,00
Vierde jaar:	
Eerste ses maande ondervinding .....	R359,00
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R410,00
Fabrieksklerk:	
(a) Gekwalifiseer .....	R308,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon**
Tweede jaar ondervinding .....	R245,00
Derde jaar ondervinding .....	R261,50
Vierde jaar:	
Eerste ses maande ondervinding .....	R282,00
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R308,00
<b>Deel D: Algemeen</b>	
Ketelbediener .....	R292,00
Versendingsverpakker .....	R301,50
Algemene werker .....	R282,00
Arbeider .....	R285,50
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 360 kg is .....	R301,50
(b) meer as 1 360 kg maar hoogstens 2 720 kg is .....	R313,50
(c) meer as 2 720 kg is .....	R358,00
Toesighouer, gehaltebeheerder en instrukteur .....	R382,00
Handelsreisiger se drywer .....	R313,50
Wag of opsigter, wie se gewone werkure—	
(a) minder as 60 uur per week is .....	R325,50
(b) 60 uur per week is .....	R342,00

Die minimum lone wat betaal moet word aan en aangeneem moet word deur ondergenoemde klasse werknemers wat by 'n Materiaalbreionderneming in diens is, onderworpe aan die bepalings van hierdie Ooreenkoms, is soos volg:

	Loon per week
<b>Deel A: Snyafdeling</b>	
Patroonmaker:	
(a) Gekwalifiseer .....	R605,50
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding .....	R337,50
Tweede ses maande ondervinding .....	R373,00
Derde jaar:	
Eerste ses maande ondervinding .....	R410,00
Tweede ses maande ondervinding .....	R447,00
Vierde jaar:	
Eerste ses maande ondervinding .....	R487,00
Tweede ses maande ondervinding .....	R526,00
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R605,50

	"Loon per week"
<b>Patroongradeerder:</b>	
(a) Gekwalifiseer .....	R488,50
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R318,00
Tweede ses maande ondervinding.....	R337,50
Derde jaar:	
Eerste ses maande ondervinding.....	R360,00
Tweede ses maande ondervinding.....	R384,00
Vierde jaar:	
Eerste ses maande ondervinding.....	R410,00
Tweede ses maande ondervinding.....	R436,00
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R488,50
<b>Voetbaltruisnyer:</b>	
(a) Gekwalifiseer .....	R339,50
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R255,00
Tweede ses maande ondervinding.....	R270,00
Derde jaar:	
Eerste ses maande ondervinding.....	R284,00
Tweede ses maande ondervinding.....	R299,50
Vierde jaar:	
Eerste ses maande ondervinding.....	R314,50
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R339,50
<b>Laagoplêer:</b>	
(a) Gekwalifiseer .....	R292,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R246,50
Tweede ses maande ondervinding.....	R255,00
Derde jaar:	
Eerste ses maande ondervinding.....	R266,50
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R292,00
<b>Deel B: Fabriekswerkers</b>	
<b>Werknemer graad A:</b>	
(a) Gekwalifiseer .....	R373,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R263,50
Tweede ses maande ondervinding.....	R284,50
Derde jaar:	
Eerste ses maande ondervinding.....	R302,50
Tweede ses maande ondervinding.....	R319,00
Vierde jaar:	
Eerste ses maande ondervinding.....	R339,50
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R373,00
<b>Werknemer graad B:</b>	
(a) Gekwalifiseer .....	R319,00
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding.....	R259,50
Tweede ses maande ondervinding.....	R273,50
Derde jaar:	
Eerste ses maande ondervinding.....	R286,50
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R319,00



	"Loon per week"
(c) Indien bevorder tot werknemer graad A:	
Eerste ses maande vanaf datum van bevordering .....	R319,00
Tweede ses maande vanaf datum van bevordering .....	R330,00
Derde ses maande vanaf datum van bevordering .....	R339,50
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s. ....	R373,00
<b>Werknemer Graad C:</b>	
(a) Gekwalifiseerd .....	R28450
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon*
Tweede jaar:	
Eerste ses maande ondervinding .....	R254,00
Tweede ses maande ondervinding .....	R261,50
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R284,50
(c) Indien bevorder tot werknemer Graad B:	
Eerste ses maande vanaf datum van bevordering .....	R284,50
Tweede ses maande vanaf datum van bevordering .....	R286,50
Daarna, die loon vir 'n gekwalifiseerde werknemer Graad B voorgeskryf, d.w.s. ....	R319,00
<b>Deel C: Klerke</b>	
<b>Klerk:</b>	
(a) Gekwalifiseerd .....	R412,50
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende Loon**
Tweede jaar ondervinding .....	R305,00
Derde jaar ondervinding .....	R331,00
Vierde jaar:	
Eerste ses maande ondervinding .....	R361,50
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R412,50
<b>Fabrieksklerk:</b>	
(a) Gekwalifiseerd .....	R310,50
(b) Leerling:	
Eerste jaar ondervinding .....	Volgende loon**
Tweede jaar ondervinding .....	R246,50
Derde jaar ondervinding .....	R263,50
Vierde jaar:	
Eerste ses maande ondervinding .....	R283,00
Daarna, die loon voorgeskryf by (a), d.w.s. ....	R310,50
<b>Deel D: Algemeen</b>	
Ketelbediener .....	R293,00
Versendingsverpakker .....	R304,00
Algemene werker .....	R283,00
Arbeider .....	R286,50
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 360 kg is .....	R304,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg is .....	R315,50
(c) meer as 2 720 kg is .....	R360,00

	"Loon per week"
Toesighouer, gehaltebeheerder en instruksie	R384,00
Handelsreisiger se drywer	R315,50
Wag of opsigter, wie se gewone werkure—	
(a) minder as 60 uur per week is.....	R326,50
(b) 60 uur per week is.....	R343,00

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

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

(2) Vervang subklousule (9) deur die volgende:

"(9) **Jaarlikse bonus:** Elke werknemer moet 'n jaarlikse bonus betaal word op die jaarlikse sluitingsdag van sy werkgewer in Desember, wat gelyk is aan 1,0%, ten opsigte van die tydperk tot 30 Junie 1996, en 1,5%, ten opsigte van die tydperk vanaf 1 Julie 1996, van die werknemer se totale werklike jaarlikse basiese voorgeskrewe loon, bereken vanaf 1 Januarie tot 31 Desember en verdien by die werkgewer waar hy in diens is.

Hierdie bonus is inbegrepe in, en nie bykomstig nie tot, enige jaarlikse bonus wat deur 'n werkgewer betaal word en 'n werkwinkelvertegenwoordiger mag nie bevoordeel word ten opsigte van jaarlikse bonusbetalings vir tyd af wat deur sy werkgewer gemagtig is, vir deelname aan vakverenigingsake nie."

(3) In subklousule (10) vervang die uitdrukking "R. 671 van 12 Mei 1995" deur die uitdrukking "R. 1040 van 28 Junie 1996" waar dit voorkom.

(4) In subklousule (11) vervang die uitdrukking "1995" deur die uitdrukking "1996".

#### 4. KLOUSULE 5: BETALING VAN LONE

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

	Manlike werknemers wat by ander ondernemings as Materiaalbrei-ondernemings werksaam is	Manlike werknemers wat by Materiaalbrei-ondernemings werksaam is
	Loon per week	Loon per week
Toesighouers en gehaltebeheerders .....	R449,00	R451,50
Werknemers graad A:		
Masjienwerkers en nasieners .....	R375,50	R376,50
Fabrieksklerke .....	R348,50	R350,50

#### 5. AANHANGSEL G

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

Namens die partye op hede die 31ste dag van Oktober 1996 te Soutrivier onderteken.

**B. D. P. COOKE**

Voorsitter van die Raad

**W. F. ALEXANDER**

Ondervoorsitter van die Raad

**D. J. ACKERMANN**

Sekretaris van die Raad

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

OPGAWE VIR DIE MAAND

19

Aan: Die Sekretaris

Naam van firma: .....

Posbus 142

Adres: .....

SOUTRIVIER

7924

Telefoon: 47-2000

Slegs vir kantoorgebruik		Weekeinddatums gedurende die maand						Werknemer-bydraes	Werkgever-bydraes	Totaal oordwars
Huislening-terugbetalings		<b>SOOS PER SKEDULE OP DIE KEERSY VAN HIERDIE OPGAWE</b>						NUL	=	
Vul in getal werknemers in elk van die blokkies hieronder						TOTAAL	BYDRAE			
Nywerheidsraad-heffings						X		+	=	
Gesondheid-sorg-fonds Lone tot en met R	WERKNEMER Sonder afhanklikes (i)					X		NUL	=	
	Met afhanklikes(ii)					X		NUL	=	
	WERKGEWER Totaal (i)+(ii)					X		NUL	=	
Gesondheid-sorg-fonds Lone R of meer	WERKNEMER Sonder afhanklikes (i)					X		NUL	=	
	Met afhanklikes(ii)					X		NUL	=	
	WERKGEWER Totaal (i)+(ii)					X		NUL	=	
Voorsorgfondsbysdraes (Soos per aangehegte skedule)						% van elke bydrear se basiese loon met 'n maksimum van R per week of R per maand		+	=	
ORKN-Opleidingfondsbysdraes						X	R BTW	NUL	=	
		(BTW - HUIDIGLIK 14% - INKLUSIEF SLEGS BY ORKN BYDRAES)				INKLUSIEF				
SACTWU-ledegeld		Vul in getal werknemers in elk van die blokkies hieronder				% van elke vakverenigingslid se basiese loon met 'n minimum van R per week en 'n maksimum van R per week			NUL	=
R										
SACTWU-studiebeursfonds						X		NUL	=	

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

Gesondheidsorgfondsbysdraes Lone tot en met R						X	NUL	=
Gesondheidsorgfondsbysdraes Lone R en meer						X	NUL	=
Voorsorgfondsbysdraes (Soos per aangehegte skedule)						% van elke bydrear se basiese loon met 'n maksimum van R per week of R per maand	NUL	=

TOTAAL VAN WERKGEWER EN WERKNEMER BYDRAES:

BYKOMENDE BETALINGS (BESONDERHEDE OP DIE KEERSY VAN HIERDIE VORM):

ONS SLUIT ONS TJEK IN VIR TOTAAL:

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

## AFTREKORDER TERUGBETALINGS VAN HUISLENINGS

[illegible]

## BYKOMENDE BETALINGS

BESONDERHEDE: NI. INSPEKSIE BETALINGS, AGTERSTALLIGE LONE, AANSUIWERINGS, ENS.		BEDRAG	
		R	c
TOTAAL: (OORGEDRA NA DIE VOORKANT VAN HIERDIE VORM)			



No. R. 163

31 January 1997

## LABOUR RELATIONS ACT, 1956

**CLOTHING INDUSTRY, EASTERN PROVINCE: AMENDMENT OF MAIN AGREEMENT**

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

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the amending Agreement.

**T. T. MBOWENI****Minister of Labour****SCHEDULE****INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE****AGREEMENT**

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

**Eastern Province Clothing Manufacturers' Association**

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

**Southern African Clothing and Textile Workers' Union**

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

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

to amend the Agreement published under Government Notice No. R. 705 of 5 April 1991, as renewed and amended by Government Notices Nos. R. 1599 of 5 July 1991, R. 2461 of 11 October 1991, R. 3230 of 27 November 1992, R. 958 of 4 June 1993, R. 1087 of 25 June 1993, R. 1297 of 16 July 1993, R. 1326 of 23 July 1993, R. 2361 of 10 December 1993, R. 1119 of 24 June 1994, R. 1813 of 21 October 1994, R. 506 of 29 March 1996, R. 1037 of 28 June 1996, R. 1071 of 28 June 1996 and R. 2018 of 6 December 1996.

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) Subject to the provisions of subclause (2), the terms of this Agreement shall be observed in the Clothing Industry—
  - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
  - (b) in the Magisterial Districts of Port Elizabeth and East London.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.

(3) The terms of this Agreement shall not apply to a designer, foreman, factory clerk or supervisor who is remunerated monthly at a rate in excess of the weekly wage prescribed in this Agreement for such employee, multiplied by four and a third, and whose conditions of employment include the following provisions:

- (a) That his contract of service may not be terminated without a month's notice;
- (b) that his monthly remuneration may not be reduced as a result of short-time working or unpaid public holidays or periods of absence through illness not exceeding 10 working days in any one year of employment and subject to the production of a medical certificate if required by the employer.

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement will come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in force for the period ending 30 June 1997, or for such period as may be determined by him.

## 3. CLAUSE 4: WAGES

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

"(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:

	Wages per week R
(a) Foreman.....	517,86
(b) Designer:	
Qualified.....	659,98
Learners—	
first 26 weeks.....	225,39
second 26 weeks.....	261,98
third 26 weeks.....	314,95
fourth 26 weeks.....	349,99
fifth 26 weeks.....	388,83
sixth 26 weeks.....	422,46
seventh 26 weeks.....	458,94
eighth 26 weeks.....	496,67
ninth 26 weeks.....	525,82
(c) Grader:	
Qualified.....	474,67
Learners—	
first 26 weeks.....	223,33
second 26 weeks.....	243,47
third 26 weeks.....	264,06
fourth 26 weeks.....	276,72
fifth 26 weeks.....	320,12
sixth 26 weeks.....	342,75
seventh 26 weeks.....	362,81
eighth 26 weeks.....	381,21
ninth 26 weeks.....	404,06
(c) Marker-in:	
Qualified.....	362,81
Learners—	
first 26 weeks.....	223,33
second 26 weeks.....	239,82
third 26 weeks.....	255,06
fourth 26 weeks.....	272,13
fifth 26 weeks.....	304,93
(e) Band-knife cutter:	
Qualified.....	362,81
<b>Note:</b> Subject to the availability of a band-knife, only a qualified cutter-out shall progress to this class of employee.	
(f) Cutter-out:	
Qualified.....	319,50
Learners—	
first 26 weeks.....	223,33
second 26 weeks.....	234,49
third 26 weeks.....	242,14
fourth 26 weeks.....	250,82
fifth 26 weeks.....	260,82

	Wages per week R
(g) Layer-up:	
Qualified .....	251,55
Learners—	
first 26 weeks .....	223,33
second 26 weeks .....	228,19
third 26 weeks .....	232,73
fourth 26 weeks .....	236,86
(h) Specialised presser:	
Qualified .....	348,65
Learners—	
first 26 weeks .....	223,33
second 26 weeks .....	233,22
third 26 weeks .....	241,42
fourth 26 weeks .....	250,82
fifth 26 weeks .....	260,23
sixth 26 weeks .....	269,01
seventh 26 weeks .....	295,21
eighth 26 weeks .....	305,66
ninth 26 weeks .....	312,58
(i) Examiner and quality control inspector:	
Qualified .....	299,04
Learners—	
first 26 weeks .....	250,82
(j) Machinist, presser, trimmer, clerk, embroidery machinist and cloakroom attendant:	
Qualified .....	293,49
Learners—	
first 26 weeks .....	223,33
second 26 weeks .....	228,48
third 26 weeks .....	235,84
fourth 26 weeks .....	243,90
fifth 26 weeks .....	250,09
(k) Progress examiner:	
Qualified .....	296,54
Learners—	
first 26 weeks .....	235,23
(l) Despatcher:	
Qualified .....	279,93
Learners—	
first 26 weeks .....	236,86
(m) Checker in the knitting section:	
Qualified .....	249,55
Learners—	
first 26 weeks .....	223,33
second 26 weeks .....	228,19
third 26 weeks .....	234,49
(n) General worker:	
Qualified .....	241,92
Learners—	
first 26 weeks .....	223,33
second 26 weeks .....	228,19

	Wages per week R
(o) Steambox pleater:	
Qualified .....	300,51
Learners—	
first 26 weeks .....	223,33
second 26 weeks .....	234,07
third 26 weeks .....	241,42
fourth 26 weeks .....	250,50
(p) Plain sewer:	
Qualified .....	250,73
Learners—	
first 26 weeks .....	223,33
second 26 weeks .....	225,84
third 26 weeks .....	228,48
fourth 26 weeks .....	232,73
fifth 26 weeks .....	236,87
(q) General assistant .....	273,14
(r) Cleaner .....	243,90
(s) Tea maker .....	243,90
(t) Watchman .....	296,55
(u) Motor vehicle driver:	
(i) Driver of a motor vehicle, the unladen mass of which—	
(aa) does not exceed 453 kg .....	295,53
(ab) exceeds 453 kg but does not exceed 2 722 kg .....	317,03
(ac) exceeds 2 722 kg but does not exceed 4 536 kg .....	350,31
(ad) exceeds 4 536 kg .....	410,67
(ii) Part-time driver of a motor vehicle .....	273,57
(v) Clicker:	
Qualified .....	479,00
Learners—	
first 26 weeks .....	223,33
second 26 weeks .....	242,14
third 26 weeks .....	261,27
fourth 26 weeks .....	295,93
fifth 26 weeks .....	317,41
sixth 26 weeks .....	334,69
seventh 26 weeks .....	355,16
eighth 26 weeks .....	375,01
ninth 26 weeks .....	393,71
(w) Beader .....	299,04
(x) Chlorinator .....	268,48
(y) Compounder .....	317,43
(z) Dipper:	
Qualified—	
Category A .....	317,43
Category B .....	324,72
Category C .....	335,06
Learners—	
first 26 weeks to Category A .....	242,44
first 17 weeks to Category B .....	317,43
first 26 weeks to Category C .....	324,72
(aa) Glove turner .....	348,65
(ab) Mouldmaker .....	305,96



	Wages per week R
(ac) Packer .....	256,52
(ad) Quality product co-ordinator .....	402,42
(ae) A supervisor shall be paid the qualified rate applicable to the employees being supervised, plus 33 1/3 per cent:	
Provided that—	
(i) a trainee supervisor shall serve a probationary period not exceeding six months and shall be paid the qualified rate applicable to the employees being supervised, plus 10 per cent;	
(ii) a trainee supervisor who is not considered suitable for promotion after completion of the probationary period shall return to his former position at this former wage.”	

(2) Substitute the following for subclause (6):

“(6) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work on which he is engaged, shall, with effect from the date of which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice No. R. 1037 of 28 June 1996 and the wage prescribed in this Agreement for the class of work on which he is engaged.”

#### 4. CLAUSE 35: ANNUAL BONUS

Substitute the following for clause 35:

“Each employee shall be paid an annual bonus on the day of his employer’s annual closure in December of each year, equivalent to 1,0%, in respect of the period up to 30 June 1996, and 1,5%, in respect of the period from 1 July 1996, of his total actual annual basic prescribed wage calculated from 1 January to 31 December and earned with the employer by whom he is employed.

The bonus is inclusive of and not additional to any annual bonus paid by an employer and a shop steward may not be prejudiced in respect of annual bonus earnings for time off authorised by his employer, in attending to union business.”

This Agreement signed at Port Elizabeth, on behalf of the parties, this 10th day of May 1996.

**R. VAN DEN ELSHOUT**

Chairman

**M. BOTHA**

Member

**B. J. WILSON**

Secretary

**No. R. 163**

**31 Januarie 1997**

WET OP ARBEIDSVARHOUDINGE, 1956

#### KLERASIENYWERHEID, OOSTELIKE PROVINSIE: WYSIGING VAN HOOFOOREENKOMS

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

- kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- 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 10 Mei 1998 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

**T. T. MBOWENI**

Minister van Arbeid

## BYLAE

## NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE

## OOREENKOMS

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

**Eastern Province Clothing Manufacturers' Association**

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

**Southern African Clothing and Textile Workers' Union**

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

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

tot wysiging van die Ooreenkoms gepubliseer by Goewermetskennisgewing No. R. 705 van 5 April 1991, soos hernieu en gewysig by Goewermetskennisgewings Nos. R. 1599 van 5 Julie 1991, R. 2461 van 11 Oktober 1991, R. 3230 van 27 November 1992, R. 958 van 4 Junie 1993, R. 1087 van 25 Junie 1993, R. 1297 van 16 Julie 1993, R. 1326 van 23 Julie 1993, R. 2361 van 10 Desember 1993, R. 1119 van 24 Junie 1994, R. 1813 van 21 Oktober 1994, R. 506 van 29 Maart 1996, R. 1037 van 28 Junie 1996, R. 1071 van 28 Junie 1996 en R. 2018 van 6 Desember 1996.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet, behoudens subklousule (2), in die Klerasienywerheid 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 landdrostdistrikte Port Elizabeth en Oos-Londen.

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

(3) Hierdie Ooreenkoms is nie van toepassing nie op 'n ontwerper, voorman, fabrieksklerk of toesighouer wat maandeliks besoldig word teen 'n hoër koers as die weekloon wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, vermenigvuldig met vier en 'n derde, en wie se diensvoorwaardes die volgende bepalings insluit:

(a) Dat sy dienskontrak nie sonder 'n maand kennisgewing beëindig mag word nie;

(b) dat sy maandelikse besoldings nie verminder mag word nie as gevolg van korttydwerk of openbare vakansiedae sonder besoldiging of tydperke van afwesigheid weens siekte van hoogstens 10 werkdade in 'n enkele jaar diens, behoudens die indiening van 'n mediese sertifikaat indien die werkgewer dit vereis.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 30 Junie 1997, of vir sodanige tydperk as wat hy bepaal.

## 3. KLOUSULE 4: LONE

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

"(1) Die minimum loon wat 'n werkgewer aan elke lid van ondervermelde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit:

	Loon per week R
(a) Voorman .....	517,86
(b) Ontwerper:	
Gekwalifiseer .....	659,98
Leerlinge—	
eerste 26 weke .....	225,39
tweede 26 weke .....	261,98
derde 26 weke .....	314,95
vierde 26 weke .....	349,99
vyfde 26 weke .....	388,83
sesde 26 weke .....	422,46
sewende 26 weke .....	458,94
agste 26 weke .....	496,67
negende 26 weke .....	525,82

	Loon per week R
(c) Gradeerder:	
Gekwalifiseer.....	474,67
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	243,47
derde 26 weke .....	264,06
vierde 26 weke .....	276,72
vyfde 26 weke .....	320,12
sesde 26 weke .....	342,75
sewende 26 weke .....	362,81
agstste 26 weke .....	381,21
negende 26 weke .....	404,06
(c) Merker:	
Gekwalifiseer.....	362,81
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	239,82
derde 26 weke .....	255,06
vierde 26 weke .....	272,13
vyfde 26 weke .....	304,93
(e) Bandmessnyer:	
Gekwalifiseer.....	362,81
<b>Opmerking:</b> Behoudens die beskikbaarheid van 'n bandmes, mag slegs 'n gekwalifiseerde snyer tot hierdie klas werknemer vorder.	
(f) Snyer:	
Gekwalifiseer.....	319,50
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	234,49
derde 26 weke .....	242,14
vierde 26 weke .....	250,82
vyfde 26 weke .....	260,82
(g) Laagmaker:	
Gekwalifiseer.....	251,55
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	228,19
derde 26 weke .....	232,73
vierde 26 weke .....	236,86
(h) Gespesialiseerde parser:	
Gekwalifiseer.....	348,65
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	233,22
derde 26 weke .....	241,42
vierde 26 weke .....	250,82
vyfde 26 weke .....	260,23
sesde 26 weke .....	269,01
sewende 26 weke .....	295,21
agstste 26 weke .....	305,66
negende 26 weke .....	312,58

	Loon per week R
(i) Ondersoeker en gehaltebeheerinspekteur:	
Gekwalifiseer .....	299,04
Leerlinge—	
eerste 26 weke .....	250,82
(j) Masjienwerker, parser, afwerker, klerk, borduurmasjienwerker en kleedkamerversorger:	
Gekwalifiseer .....	293,49
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	228,48
derde 26 weke .....	235,84
vierde 26 weke .....	243,90
vyfde 26 weke .....	250,09
(k) Vorderingsondersoeker:	
Gekwalifiseer .....	296,54
Leerlinge—	
eerste 26 weke .....	235,23
(l) Versender:	
Gekwalifiseer .....	279,93
Leerlinge—	
eerste 26 weke .....	236,86
(m) Nasiener in die breiseksie:	
Gekwalifiseer .....	249,55
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	228,19
derde 26 weke .....	234,49
(n) Algemene werker:	
Gekwalifiseer .....	241,92
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	228,19
(o) Stoomkasplooiër:	
Gekwalifiseer .....	300,51
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	234,07
derde 26 weke .....	241,42
vierde 26 weke .....	250,50
(p) Gewone naaldwerker:	
Gekwalifiseerd .....	250,73
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	225,84
derde 26 weke .....	228,48
vierde 26 weke .....	232,73
vyfde 26 weke .....	236,87
(q) Algemene assistent .....	273,14
(r) Skoonmaker .....	243,90
(s) Teemaker .....	243,90
(t) Wag .....	296,55



	Loon per week R
(u) Motorvoertuigdrywer:	
(ii) Drywer van 'n motorvoertuig waarvan die onbelaste massa—	
(aa) hoogstens 453 kg is .....	295,53
(ab) meer as 453 kg maar hoogstens 2 722 kg is .....	317,03
(ac) meer as 2 722 kg maar hoogstens 4 536 kg is .....	350,31
(ad) meer as 4 536 kg is .....	410,67
(ii) Deeltydse drywer van 'n motorvoertuig .....	273,57
(v) Perssnywer:	
Gekwalifiseerd .....	479,00
Leerlinge—	
eerste 26 weke .....	223,33
tweede 26 weke .....	242,14
derde 26 weke .....	261,27
vierde 26 weke .....	295,93
vyfde 26 weke .....	317,41
sesde 26 weke .....	334,69
sewende 26 weke .....	355,16
agste 26 weke .....	375,01
negende 26 weke .....	393,71
(w) Randvormer .....	299,04
(x) Chloreerder .....	268,48
(y) Menger .....	317,43
(z) Indoper:	
Gekwalifiseerd—	
Kategorie A .....	317,43
Kategorie B .....	324,72
Kategorie C .....	335,06
Leerlinge—	
eerste 26 weke tot Kategorie A .....	242,44
eerste 17 weke tot Kategorie B .....	317,43
eerste 26 weke tot Kategorie C .....	324,72
(aa) Handskoenomdopper .....	348,65
(ab) Vormmaker .....	305,96
(ac) Verpakker .....	256,52
(ad) Gehalteprodukkooördineerder .....	402,42
(ae) 'n Toesighouer moet betaal word teen die skaal vir gekwalifiseerdes wat van toepassing is op die werknemers wat onder toesig staan, plus 33 1/3 persent:	
Met dien verstande dat—	
(i) 'n leerlingtoesighouer 'n proeftyd van hoogstens ses maande moet uitdien en betaal moet word teen die skaal vir gekwalifiseerdes wat van toepassing is op die werknemers wat onder toesig staan, plus 10 persent;	
(ii) 'n leerlingtoesighouer wat na voltooiing van die proeftyd nie as geskik vir promosie beskou word nie, na sy vorige status teen sy vorige loon moet terugkeer.”	
(2) Vervang subklousule (6) deur die volgende:	
“(6) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree 'n hoër loon ontvang as dié wat voorgeskryf word vir die klas werk waarin hy werksaam is, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag wat gelyk is aan die verskil tussen die loon voorgeskryf in die Ooreenkoms wat by Goewermentskenningsgewing No. R. 1037 van 28 Junie 1996 gepubliseer is en die loon voorgeskryf in hierdie Ooreenkoms vir die klas werk waarin hy werksaam is.”	

**4. KLOUSULE 35: JAARLIKSE BONUS**

Vervang klousule 35 deur die volgende:

"Elke werknemer moet 'n jaarlikse bonus betaal word op die jaarlikse sluitingdag van sy werkgever in Desember, wat gelyk is aan 1,0% ten opsigte van die tydperk tot 30 Junie 1996 en 1,5% ten opsigte van die tydperk vanaf 1 Julie 1996, van die werknemer se totale werklike jaarlikse basiese voorgeskrewe loon, bereken vanaf 1 Januarie tot 31 Desember en verdien by die werkgever waar hy in diens is op die dag van jaarlikse sluiting.

Hierdie bonus is inbegrepe in en nie bykomend, nie by enige jaarlikse bonus wat deur 'n werkgever betaal word en 'n werkwinkelverteenvoorder mag nie benadeel word ten opsigte van jaarlikse bonusbetalings vir tyd af wat deur sy werkgever gemagtig is, vir deelname aan vakverenigingsake nie."

Hierdie Ooreenkoms is namens die partye op hede die 10de dag van Mei 1996 te Port Elizabeth onderteken.

**R. VAN DEN ELSHOUT**

**Voorsitter**

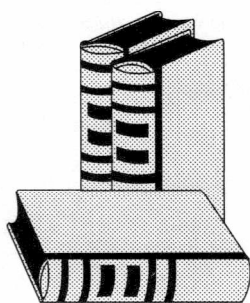
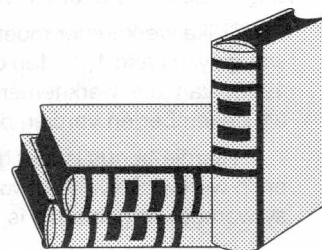
**M. BOTHA**

**Lid**

**B. J. WILSON**

**Sekretaris**

*Where is the largest amount of meteorological information in the whole of South Africa available?*



*Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?*

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