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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 553

11 April 1997

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

DECIDUOUS FRUIT SCHEME: RESTRICTION ON DELIVERIES OF DECIDUOUS FRUIT: AMENDMENT *

I, Derek Hanekom, Minister of Agriculture, hereby—

- (a) make known in terms of section 79 (c) of the Marketing Act, 1968 (Act No. 59 of 1968), that—
 - (i) the Deciduous Fruit Board referred to in section 6 of the Deciduous Fruit Scheme published by Government Notice No. R. 945 of 20 May 1994, as amended, has under section 42 of the said Scheme amended the Schedule to the Government Notice No. R. 1732 of 7 October 1994, to the extent set out in the Schedule hereto;
 - (ii) the said amendment has been approved by me and shall come into operation on the date of publication hereof; and
- (b) repeal Government Notice No. R. 1745 of 10 November 1995.

D. HANEKOM
Minister of Agriculture

* Amendment of restriction on deliveries of deciduous fruit.

SCHEDULE

The Schedule to Government Notice No. R. 1732 of 7 October 1994, as amended, is hereby further amended by the substitution for the Table and Notes therein of the following Table and Notes:

NOTES

1. No code S apricots shall be accepted for export.
2. No peaches or nectarines of count size 28 shall be accepted for export from week 48 onwards. No count size 30 will be accepted for export.
3. No count size 100 Beurre Bosc pears will be accepted for export.
4. No count size 112 and 120 Josephine pears will be accepted for export.
5. No count size 112 and 120 Packham's Triumph pears will be accepted for export.
6. A maximum of 250 000 cartons of Packham's Triumph pears of count size 38 may be delivered for export: Provided that the deliveries of any producer do not exceed 5% of such producer's total seasonal deliveries of Packham's Triumph pears.
7. A maximum of 690 000 cartons of Bon Chretien pears of count size 100 may be delivered for export for the early pool: Provided that the deliveries by any producer do not exceed 30% of such producer's total seasonal deliveries of Bon Chretien pears.
8. A maximum of 805 000 cartons of Bon Chretien pears of count size 90,96 and 100 may be delivered for export for the late pool: Provided that the deliveries by any producer do not exceed 35% of such producer's total seasonal deliveries of Bon Chretien pears.
9. A maximum of 200 000 multi-layer cartons of Santa Rosa plums of count code C, with a minimum diameter of 42 mm, may be delivered for export: Provided that the deliveries of any producer do not exceed 40% of such producer's total seasonal deliveries of Santa Rosa plums.
10. A maximum of 90 000 multi-layer cartons of Casselman plums of count code C, with a minimum diameter of 40 mm, may be delivered for export: Provided that the deliveries of any producer do not exceed 30% of such producer's total seasonal deliveries of Casselman plums.
11. A maximum of 270 000 multi-layer cartons of Harry Pickstone plums of count code C, with a minimum diameter of 43 mm, may be delivered for export: Provided that the deliveries of any producer do not exceed 30% of such producer's total seasonal deliveries of Harry Pickstone plums.
12. A maximum of 180 000 multi-layer cartons of Ruby Nel plums of count code C, with a minimum diameter of 43 mm, may be delivered for export: Provided that the deliveries of any producer do not exceed 30% of such producer's total seasonal deliveries of Ruby Nel plums.
13. A maximum of 1 540 000 cartons of Granny Smith apples of count size 100 may be delivered for export: Provided that the deliveries of any producer do not exceed 14% of such producer's total seasonal deliveries of Granny Smith apples.
14. No count size 113 and 125 Starkrimson apples shall be accepted for export.

No. R. 553**11 April 1997**

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

SAGTEVRUGTESKEMA: BEPERKING OP LEWERING VAN SAGTEVRUGTE: WYSIGING*

Ek, Derek Hanekom, Minister van Landbou, maak hiermee—

- (a) ingevolge artikel 79 (c) van die Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend dat—
 - (i) die Sagtevrugteraad bedoel in artikel 6 van die Sagtevrugteskema gepubliseer by Goewermentskennisgewing No. R. 945 van 20 Mei 1994, soos gewysig, kragtens artikel 42 van genoemde Skema die Bylae by Goewermentskennisgewing No. R. 1732 van 7 Oktober 1994, gewysig het in die mate in die Bylae hierby uiteengesit;
 - (ii) genoemde wysiging deur my goedgekeur is en op die datum van publikasie hiervan in werking tree; en
- (b) herroep hiermee Goewermentskennisgewing No. R. 1745 van 10 November 1995.

D. HANEKOM**Minister van Landbou**

* Wysiging van beperking op lewering van sagtevrugte.

BYLAE

Die Bylae by Goewermenskennisgewing No. R. 1732 van 7 Oktober 1994, soos gewysig, word hierby verder gewysig deur die Tabel en Notas daarin deur die volgende Tabel en Notas te vervang:

NOTAS

1. Geen kode S-appelkose word vir uitvoer aanvaar nie.
2. Geen perskes of nektariens van tellinggrootte 28 sal vanaf week 48 vir uitvoer aanvaar word nie. Tellinggrootte 30 word nie vir uitvoer aanvaar nie.
3. Geen tellinggrootte 100 Beurre Bosc-pere word vir uitvoer aanvaar nie.
4. Geen tellinggrootte 112 en 120 Josephine-pere word vir uitvoer aanvaar nie.
5. Geen tellinggrootte 112 en 120 Packham's Triumph-pere word vir uitvoer aanvaar nie.
6. Hoogstens 250 000 kartonne Packham's Triumph-pere van tellinggrootte 38 mag vir uitvoer gelewer word: Met dien verstande dat die lewerings van enige produsent nie 5% van sy totale seisoenale lewerings van Packham's Triumph-pere oorskry nie.
7. Hoogstens 690 000 kartonne Bon Chretien-pere van tellinggrootte 100 mag vir die vroeër poel gelewer word vir uitvoer: Met dien verstande dat die lewerings deur enige produsent nie 30% van sy totale seisoenale lewerings van Bon Chretien-pere oorskry nie.
8. Hoogstens 805 000 kartonne Bon Chretien-pere van tellinggrootte 90, 96 en 100 mag vir die laat poel gelewer word vir uitvoer: Met dien verstande dat die lewerings deur enige produsent nie 35% van sy totale seisoenale lewerings van Bon Chretien-pere oorskry nie.
9. Hoogstens 200 000 multi-laagkartonne Santa Rosa-pruime van tellingkode C, met 'n minimum deursnee van 42 mm, mag vir uitvoer gelewer word: Met dien verstande dat die lewerings van enige produsent nie 40% van sy totale seisoenale lewering van Santa Rosa-pruime oorskry nie.
10. Hoogstens 90 000 multi-laagkartonne Casselman-pruime van tellingkode C, met 'n minimum deursnee van 40 mm, mag vir uitvoer gelewer word: Met dien verstande dat die lewerings van enige produsent nie 30% van sy totale seisoenale lewerings van Casselman-pruime oorskry nie.
11. Hoogstens 270 000 multi-laagkartonne Harry Pickstone-pruime van tellingkode C, met 'n minimum deursnee van 43 mm, mag vir uitvoer gelewer word: Met dien verstande dat die lewerings van enige produsent nie 30% van sy totale seisoenale lewerings van Harry Pickstone-pruime oorskry nie.
12. Hoogstens 180 000 multi-laagkartonne Ruby Nel-pruime van tellingkode C, met 'n minimum deursnee van 43 mm, mag vir uitvoer gelewer word: Met dien verstande dat die lewerings van enige produsent nie 30% van sy totale seisoenale lewerings van Ruby Nel-pruime oorskry nie.
13. Hoogstens 1 540 000 kartonne Granny Smith-appels met tellinggrootte 100 mag vir uitvoer gelewer word: Met dien verstande dat die lewerings van enige produsent nie 14% van sy totale seisoenale lewerings van Granny Smith-appels oorskry nie.
14. Geen tellinggrootte 113 en 125 Starkrimson-appels word vir uitvoer aanvaar nie.

TABLE • TABEL

**MAXIMUM QUANTITY OF DECIDUOUS FRUIT THAT MAY BE DELIVERED TO
DECIDUOUS FRUIT BOARD FOR EXPORT
MAKSIMUM HOEVEELHEID SAGTEVRUGTE WAT VIR UITVOER AAN SAGTEVRUGTERAAD
GELEWER KAN WORD**

Kind and cultivar of deciduous fruit Soort en kultivar sagtevrugte	Period of delivery Tydperk van lewering	Maximum number of units Hoogste getal eenhede	Number of applicable note Nommer van toepaslike nota
1. Apricots/Appelkose: All cultivars/Alle kultivars	1996-10-01-1997-09-01	800 000	7
2. Apples/Appels:			
Golden Gala	1996-12-03-1997-09-01	450 000	—
Golden Delicious	1996-12-03-1997-09-01	7 000 000	—
Granny Smith	1996-12-03-1997-09-01	11 000 000	11
Starking	1996-12-03-1997-09-01	500 000	—
Starkrimson	1996-12-03-1997-09-01	200 000	12
Topred	1996-12-03-1997-09-01	600 000	—
Fuji	1996-12-03-1997-09-01	90 000	—
Royal Gala	1996-12-03-1997-09-01	1 400 000	—

Kind and cultivar of deciduous fruit Soort en kultivar sagtevrugte	Period of delivery Tydperk van lewering	Maximum number of units Hoogste getal eenhede	Number of applicable note Nommer van toepaslike nota
Braeburn.....	1996-12-03-1997-09-01	400 000	—
Pink Lady.....	1996-12-03-1997-09-01	30 000	—
Sundowner	1996-12-03-1997-09-01	5 000	—
3. Grapes/Druive:			
Almeria	1996-11-05-1997-09-01	30 000	—
Alphonse Lavellée	1996-11-05-1997-09-01	2 200 000	—
Barlinka	1996-11-05-1997-09-01	3 500 000	—
Bien Donné.....	1996-11-05-1997-09-01	700 000	—
Bonheur	1996-11-05-1997-09-01	1 250 000	—
Dan-Ben-Hannah	1996-11-05-1997-09-01	2 400 000	—
Dauphine	1996-11-05-1997-09-01	3 500 000	—
Black Gem.....	1996-11-05-1997-09-01	160 000	—
Italia.....	1996-11-05-1997-09-01	35 000	—
La Rochelle	1996-11-05-1997-09-01	2 200 000	—
New Cross.....	1996-11-05-1997-09-01	220 000	—
Queen of the Vineyard	1996-11-05-1997-09-01	250 000	—
Sultana Seedless	1996-11-05-1997-09-01	5 700 000	—
Thompson Seedless.....	1996-11-05-1997-09-01	5 700 000	—
Muscat Seedless	1996-11-05-1997-09-01	5 000	—
Sunred Seedless	1996-11-05-1997-09-01	800 000	—
Waltham Cross.....	1996-11-05-1997-09-01	2 300 000	—
Erlihane	1996-11-05-1997-09-01	45 000	—
Victoria.....	1996-11-05-1997-09-01	80 000	—
Datal	1996-11-05-1997-09-01	15 000	—
Festival Seedless	1996-11-05-1997-09-01	700 000	—
Flame Seedless.....	1996-11-05-1997-09-01	250 000	—
Red Globe	1996-11-05-1997-09-01	1 000 000	—
Sonita	1996-11-05-1997-09-01	300 000	—
Muscat Supreme	1996-11-05-1997-09-01	20 000	—
Majestic	1996-11-05-1997-09-01	25 000	—
4. Nectarines/Nektariens:			
All cultivars/Alle kultivars	1996-10-01-1997-09-01	1 500 000	1
5. Pears/Pere:			
Beurre Bosch.....	1996-12-03-1997-09-01	860 000	3
Beurre Hardy	1996-12-03-1997-09-01	450 000	—
Bon Chretien	1996-12-03-1997-09-01	2 300 000	6
Doyenne du Comice.....	1996-12-03-1997-09-01	200 000	—
Forelle	1996-12-03-1997-09-01	500 000	—
Josephine	1996-12-03-1997-09-01	50 000	4
Packham's Triumph	1996-12-03-1997-09-01	5 000 000	5
Bon Rouge	1996-12-03-1997-09-01	130 000	—
Rosemarie	1996-12-03-1997-09-01	70 000	—
Gen le Clerc	1996-12-03-1997-09-01	10 000	—
Harrow Delight.....	1996-12-03-1997-09-01	10 000	—
Highland	1996-12-03-1997-09-01	5 000	—
Flamingo.....	1996-12-03-1997-09-01	15 000	—
Golden Russet Bosc	1996-12-03-1997-09-01	5 000	—
6. Peaches/Perskes:			
All cultivars/Alle kultivars	1996-10-01-1997-09-01	450 000	2
7. Plums/Pruime:			
Casselman	1996-10-22-1997-09-01	300 000	8
Gaviota	1996-10-22-1997-09-01	150 000	—
Golden King.....	1996-10-22-1997-09-01	20 000	—

Kind and cultivar of deciduous fruit Soort en kultivar sagtevrugte	Period of delivery Tydperk van lewering	Maximum number of units Hoogste getal eenhede	Number of applicable note Nommer van toepaslike nota
Harry Pickstone	1996-10-22-1997-09-01	900 000	9
Kelsey	1996-10-22-1997-09-01	20 000	—
Leatitia	1996-10-22-1997-09-01	1 800 000	—
Ruby Nel	1996-10-22-1997-09-01	600 000	10
Santa Rosa	1996-10-22-1997-09-01	500 000	7
Simka	1996-10-22-1997-09-01	100 000	—
Songold	1996-10-22-1997-09-01	2 100 000	—
Red Beaut	1996-10-22-1997-09-01	40 000	—
Saphire	1996-10-22-1997-09-01	300 000	—
Souvenir	1996-10-22-1997-09-01	50 000	—
Larry Anne	1996-10-22-1997-09-01	10 000	—
Angeleno	1996-10-22-1997-09-01	20 000	—
Pioneer	1996-10-22-1997-09-01	5 000	—

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 533

11 April 1997

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: RENEWAL OF TRAINING FUND 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 Notices Nos. R. 1699 of 5 August 1983, R. 2626 of 23 December 1988 and R. 1705 of 26 June 1992, to be effective from the date of publication of this notice and for the period ending 10 May 1998.

D. VAN DER WALT

Director: Collective Bargaining

No. R. 533

11 April 1997

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, KWAZULU-NATAL: HERNUWING VAN OPLEIDINGSFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermmentskennisgewings Nos. R. 1699 van 5 Augustus 1983, R. 2626 van 23 Desember 1988 en R. 1705 van 26 Junie 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig.

D. VAN DER WALT

Direkteur: Kollektiewe Bedinging

No. R. 534

11 April 1997

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: EXTENSION 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) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 2022 of 6 December 1996 and R. 110 of 24 January 1997, by a further period ending 10 May 1998.

D. VAN DER WALT

Director: Collective Bargaining

No. R. 534

11 April 1997

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, KWAZULU-NATAL: VERLENGING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 2022 van 6 Desember 1996 en R. 110 van 24 Januarie 1997, met 'n verdere tydperk wat op 10 Mei 1998 eindig.

D. VAN DER WALT

Direkteur: Kollektiewe Bedinging

No. R. 535

11 April 1997

LABOUR RELATIONS ACT, 1956

CANVAS AND ROPEWORKING 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) (b), 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 CANVAS AND ROPEWORKING INDUSTRY (CAPE)****AGREEMENT**

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

Cape Canvas and Ropeworking Association

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

S.A. Canvas and Ropeworkers' Union (Cape)

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

being the parties to the Industrial Council for the Canvas and Ropeworking Industry (Cape),

to amend the Main Agreement published under Government Notice No. R. 484 of 11 March 1983, as renewed and amended by Government Notices Nos. R. 1934 and R. 1935 of 31 August 1984, R. 42 of 4 January 1985, R. 708 and R. 709 of 18 April 1986, R. 604 of 20 March 1987, R. 1293 of 12 June 1987, R. 253 and R. 254 of 16 February 1990, R. 2306 and R. 2307 of 28 September 1990, R. 2285 and R. 2286 of 20 September 1991, R. 1686 and R. 1687 of 19 June 1992, R. 704 of 30 April 1993 and R. 864 of 6 May 1994.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) in the municipal area of Cape Town as it existed on 23 August 1968;
 - (b) by all members of the employers' organisation who are engaged in the Canvas and Ropeworking Industry and by all members of the trade union who are employed in the said 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 clause 4 of the Agreement published under Government Notice No. R. 484 of 11 March 1983.

2. CLAUSE 4: WAGES

Substitute the following for clause 4:

- "(1) There shall be an 8% across the board increase in **actual weekly wages**, i.e. wages inclusive of a 10% service allowance.

(2) The **minimum weekly wages** effective from the date of publication of this Agreement shall be as follows:

Category I	R244,00
Category II:	
First six months.....	R262,00
Thereafter	R286,00
Category III:	
First six months.....	R297,00
Thereafter	R313,00
Category IV :	
First six months.....	R337,00
Thereafter	R371,00
Category V:	
First six months.....	R413,00
Thereafter	R455,00
Category VI	R570,00."

3. CLAUSE 6: MEAL ALLOWANCE

In subclause (10) (c) substitute the expression "R6,00" for the expression "R4,00".

4. CLAUSE 11: PUBLIC HOLIDAYS AND SUNDAYS

Substitute the following for subclauses (1) and (2):

"Paid public holidays shall be in accordance with the Public Holidays Act, 1994, and every employer shall grant to each of his employees those days as paid holidays. In the event of a paid holiday falling on a Sunday, the Monday following the said public holiday, shall be granted as a paid holiday."

Signed at Cape Town this 23rd day of August 1996.

S. SIMPSON

Chairman

J. HEEGER

Vice-Chairman

N. DAVIDS

Secretary

No. R. 535

11 April 1997

WET OP ARBEIDSVERHOUDINGE, 1956

SEILDOEK- EN TOUWERKNYWERHEID (KAAP): WYSIGING VAN HOOFDOORENKOMS

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) (b), 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 SEILDOEK- EN TOUWERKNYWERHEID (KAAP)

OOREENKOMS

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

Cape Canvas and Ropeworking Association

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

S.A. Canvas and Ropeworkers' Union (Cape)

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

wat die partye is by die Nywerheidsraad vir die Seildoek- en Touwerknywerheid (Kaap),

tot wysiging van die Hofooreenkoms, gepubliseer by Goewermmentskennisgewing No. R. 484 van 11 Maart 1983, soos hernieu en gewysig by Goewermmentskennisgewings Nos. R. 1934 en R. 1935 van 31 Augustus 1984, R. 42 van 4 Januarie 1985, R. 708 en R. 709 van 18 April 1986, R. 604 van 20 Maart 1987, R. 1293 van 12 Junie 1987, R. 253 en R. 254 van 16 Februarie 1990, R. 2306 en R. 2307 van 28 September 1990, R. 2285 en R. 2286 van 20 September 1991, R. 1686 en R. 1687 van 19 Junie 1992, R. 704 van 30 April 1993 en R. 864 van 6 Mei 1994.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word—
- in die munisipale gebied van Kaapstad soos dit op 23 Augustus 1968 bestaan het;
 - deur alle lede van die werkgewersorganisasie wat by die Seildoek- en Touwerknywerheid betrokke is, en deur alle lede van die vakvereniging wat in genoemde Nywerheid in diens is.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone voorgeskryf word by klousule 4 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 484 van 11 Maart 1983.

2. KLOUSULE 4: LONE

Vervang klousule 4 met die volgende:

- "(1) 'n Algemene verhoging van 8% in **werklike weeklone**, d.w.s. lone insluitende 'n 10%-dienstoelae.
- (2) Die **minimum weeklone** wat vanaf die datum van publikasie van hierdie Ooreenkoms van krag is, is die volgende:

Kategorie I.....	R244,00
Kategorie II:	
Eerste ses maande.....	R262,00
Daarna	R286,00
Kategorie III:	
Eerste ses maande.....	R297,00
Daarna	R313,00
Kategorie IV :	
Eerste ses maande.....	R337,00
Daarna	R371,00
Kategorie V:	
Eerste ses maande.....	R413,00
Daarna	R455,00
Kategorie VI	R570,00."

3. KLOUSULE 6: MAALTYDTOELAE

In subklousule (10) (c) vervang die uitdrukking "R4,00" deur die uitdrukking "R6,00".

4. KLOUSULE 11: OPENBARE VAKANSIEDAE EN SONDAE

Vervang subklousules (1) en (2) deur die volgende:

"Betaalde openbare vakansiedae is ooreenkomstig die Wet op Openbare Vakansiedae, 1994, en elke werkgewer moet aan elk van sy werknemers daardie dae as vakansiedae met besoldiging toestaan. As 'n vakansiedag met besoldiging op 'n Sondag val, moet die Maandag wat volg op die vakansiedag, as 'n betaalde vakansiedag toegestaan word."

Namens die partye op hierdie 23ste dag van Augustus 1996 te Kaapstad onderteken.

S. SIMPSON

Voorsitter

J. HEEGER

Ondervoorsitter

N. DAVIDS

Sekretaris

No. R. 536

11 April 1997

LABOUR RELATIONS ACT, 1956

CANVAS AND ROPEWORKING INDUSTRY (CAPE): RENEWAL OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 484 of 11 March 1983, R. 1935 of 31 August 1984, R. 42 of 4 January 1985, R. 709 of 18 April 1986, R. 1293 of 12 June 1987, R. 254 of 16 February 1990, R. 2307 of 28 September 1990, R. 2286 of 20 September 1991, R. 1687 of 19 June 1992, R. 704 of 30 April 1993 and R. 1164 of 1 July 1994, to be effective from the date of publication of this notice and for the period ending 10 May 1998.

D. VAN DER WALT

Director: Collective Bargaining

No. R. 536

11 April 1997

WET OP ARBEIDSVARHOUDINGE, 1956

SEILDOEK- EN TOUWERKNYWERHEID (KAAP): HERNUWING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewings Nos. R. 484 van 11 Maart 1983, R. 1935 van 31 Augustus 1984, R. 42 van 4 Januarie 1985, R. 709 van 18 April 1986, R. 1293 van 12 Junie 1987, R. 254 van 16 Februarie 1990, R. 2307 van 28 September 1990, R. 2286 van 20 September 1991, R. 1687 van 19 Junie 1992, R. 704 van 30 April 1993 en R. 1164 van 1 Julie 1994, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig.

D. VAN DER WALT

Direkteur: Kollektiewe Bedinging

No. R. 537

11 April 1997

LABOUR RELATIONS ACT, 1956

CORRECTION NOTICE

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS): B-AGREEMENT

The following corrections to Government Notices No. R. 1832 appearing in *Government Gazette* No. 17548 of 8 November 1996 and R. 2130 appearing in *Government Gazette* No. 17690 of 27 December 1996 are published herewith for general information:

1. In the Afrikaans text of the Schedule to Government Notice No. R. 1832 of 8 November 1996:

1.1 4. LONE

Substitute clause (8) for the following:

"'n Werknemer, uitgesonderd 'n werknemer van 'n arbeidsmakelaar, wat op die datum van inwerkingtreding van hierdie Ooreenkoms of daarna 'n hoër loon ontvang of ontvang het as dié wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy in dieselfde werkgewer se diens is en dieselfde werk verrig. Hierdie subklousule is ook van toepassing op 'n werknemer, uitgesonderd 'n werknemer van 'n arbeidsmakelaar, wie se dienste deur sodanige werkgewer beëindig word na die aanvangsdatum van hierdie Ooreenkoms en wat weer deur sodanige werkgewer in diens geneem word. Vir die toepassing hiervan sluit "Ooreenkoms" alle wysigings daarvan in."

- 1.2 In the Afrikaans text of the Schedule to Government Notice No. R. 2130 of 27 December 1996, delete "Clause 36" and renumber clause 37 to read 36.

2. In the English text of the Schedule to Government Notice No. R. 2130 of 27 December 1996, delete clause 36 and renumber clause 37 to read 36.

No. R. 537**11 April 1997**

WET OP ARBEIDSVERHOUDINGE, 1956

VERBETERINGSKENNISGEWING

NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE): B-OOREENKOMS

Onderstaande verbeterings aan Goewermmentskennisgewing No. R. 1832 wat in *Staatskoerant* No. 17548 van 8 November 1996 en R. 2130 wat in *Staatskoerant* No. 17690 van 27 Desember 1996 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Afrikaanse teks van die Bylae tot Goewermmentskennisgewing No. R. 1832 van 8 November 1996:

1.1 4. LONE

Vervang subklousule (8) met die volgende:

"'n Werknemer, uitgesonderd 'n werknemer van 'n arbeidsmakelaar, wat op die datum van inwerkingtreding van hierdie Ooreenkoms of daarna 'n hoër loon ontvang of ontvang het as dié wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy in dieselfde werkgewer se diens is en dieselfde werk verrig. Hierdie subklousule is ook van toepassing op 'n werknemer, uitgesonderd 'n werknemer van 'n arbeidsmakelaar, wie se dienste deur sodanige werkgewer beëindig word na die aanvangsdatum van hierdie Ooreenkoms en wat weer deur sodanige werkgewer in diens geneem word. Vir die toepassing hiervan sluit "Ooreenkoms" alle wysigings daarvan in."

- 1.2 In die Afrikaanse Bylae tot Goewermmentskennisgewing No. R. 2130 van 27 Desember 1996, skrap klousule 36 en hernommer klousule 37 om klousule 36 te lees.

2. In die Engelse teks van die Bylae tot Goewermmentskennisgewing No. R. 2130 van 27 Desember 1996, skrap klousule 36 en hernommer klousule 37 om klousule 36 te lees.

No. R. 541**11 April 1997**

LABOUR RELATIONS ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA: 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 Notices Nos. R. 1648 of 12 June 1992 and R. 796 of 17 May 1996, to be effective from the date of publication of this notice and for the period ending 30 June 1997.

D. VAN DER WALT**Director: Collective Bargaining****No. R. 541****11 April 1997**

WET OP ARBEIDSVERHOUDINGE, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA: HERNUWING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermmentskennisgewings Nos. R. 1648 van 12 Junie 1992 en R. 796 van 17 Mei 1996, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1997 eindig.

D. VAN DER WALT**Direkteur: Kollektiewe Bedinging****No. R. 544****11 April 1997**

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE: NEW PROVIDENT FUND AGREEMENT FOR THE SERVICING 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 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 unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations 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 7 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 said Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE)— SERVICING SECTION

PROVIDENT FUND AGREEMENT

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

Electrical Engineering and Allied Industries' Association

Electronics and Telecommunications Industries' Association

Radio Appliance and Television Association of South Africa

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

National Employees' Trade Union

South African Electrical Workers' Association

Metal and Electrical Workers' Union of South Africa

National Union of Metalworkers of South Africa

and the

Radio, Television, Electronic and Allied Workers' Union

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

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

1. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for a period of five years from that date or for such period as the Minister may determine.

2. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Electrical Contracting and Servicing Industry (Cape)—
 - (a) employers and employees who are members of the employers' organisation and the trade unions, respectively;
 - (b) in the Magisterial Districts of The Cape, Wynberg (including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg), Simonstown, Goodwood and Bellville, in those portions of the Magisterial District of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. R. 1683 of 7 August 1987, fell within the Magisterial District of Bellville.
- (2) The terms of this agreement shall not apply—
 - (a) to employers and employees engaged or employed in the Electrical Contracting Section of the Industry;
 - (b) to any employee who was on 1 May 1991 or thereafter becomes a participant in and member of any other fund providing provident and/or pension benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant or to the employer of that employee during such period only as such other fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for purposes of this Agreement.
- (3) Notwithstanding the provisions of subclause (2) (b), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by a fund referred to in that subclause.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subclause (2) (b) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in clause 5 of this Agreement, subject to any such amendment being retroactive to the date of coming into operation of this Agreement.

(5) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Electrical Contracting and Servicing Industry (Cape) Pension Fund Agreement.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"agreement" means an agreement as defined in the Labour Relations Act, 1956, operative in the Electrical Contracting and Servicing Industry (Cape), and shall include any succeeding agreements and/or any extensions and/or amendments thereof, and shall further include any agreement as defined in the said Act if such agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Manpower Training Act, 1981, or employed under any pre-apprenticeship arrangement;

"Council" means the Industrial Council for the Electrical Contracting and Servicing Industry (Cape);

"Electrical Contracting and Servicing Industry (Cape)", or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which the employers and employees are associated for any or all of the following:

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

and for the purpose of this definition "electrical equipment" shall include—

- (i) electrical cables and overhead lines;
- (ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment;

and further, for the purpose of this definition "design, preparation, erection, installation, repair and maintenance" shall not include—

- (i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- (ii) the wiring or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;
- (iii) the manufacture, repair and servicing of motor vehicle batteries;
- (iv) the manufacture, repair and servicing of typewriter and office appliances;
- (v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

"Electrical Contracting Section" means that section of the Industry in which employers and employees are engaged or employed in the wiring, installation and maintenance of lighting, heating or other permanent electrical fixtures in or on buildings;

"employee" means a person, including an apprentice, whose minimum rate of pay is not less than Rate DDD in the Wage Agreement as above defined in the Electrical Contracting and Servicing Industry (Cape);

"establishment" means any place where the Industry or any part thereof, as herein defined, is carried on;

"Fund" means the Metal Industries Provident Fund;

"maintenance and/or repair and/or servicing" means work done in order to maintain electrical plant and/or equipment;

"Management Committee" means the Management Committee appointed by the Council in terms of its constitution;

"Rate A employee" means a person who performs any of the following operations and who has completed his training in terms of the Manpower Training Act, 1981, enabling him to be employed on such operations:

Armature winding;

cable-jointing;

electrical apparatus—construction and/or assembling and/or repairing;

electrical installation;

electrical instrument making and repairing;

electrical overhead line construction;

electrical wiring;

electro-medical appliances and X-ray equipment—installing and/or maintaining and/or servicing and/or construction; and

telecommunication and/or signalling and/or totalisator equipment installation and/or maintenance;

"electrical installation" means the installation and/or erection of any of the articles enumerated in the definition of "electrician" in this clause;

"Scheme" means the Permanent Disability Scheme constituted to organise and provide permanent disability benefits for the employees in the Industry.

"Wage Agreement" means the agreement published under Government Notice No. R. 380 of 5 March 1982 or any succeeding agreement and includes any amendment, re-enactment or extension thereof, and further includes the Wage Agreement in any period that it expires.

4. MEMBERSHIP

(1) Each employee who becomes an employee falling within the scope of this Agreement on or after the date of coming into operation of this Agreement shall be required to choose either to become a member of the Engineering Industries Pension Fund or a member of the Provident Fund. Such choice shall be made on the date on which he becomes an employee falling within the scope of this Agreement. Membership of the relevant Fund shall commence on that date.

(2) If an employee to whom subclause (1) applies does not choose either to become a member of the Engineering Industries Pension Fund or a member of the Provident Fund on the date on which he becomes an employee falling within the scope of this Agreement, he shall be required to become a member of either this Fund or the Engineering Industries Pension Fund, depending on his wage, as follows:

Employees earning in excess of the amount stipulated in the Wage Agreement at the minimum wage of an employee in job category DDD shall be deemed to be members of the Engineering Industries Pension Fund:

Provided that where the Wage Agreement has expired, the last reference shall be to the most recently expired Wage Agreement.

(3) An employee to whom subclause (1) and/or (2) applies shall be entitled for a period of three months from the date on which he becomes an employee falling within the scope of this Agreement to withdraw from membership of this Fund in order to become a member of the other Fund.

In such case, membership of the Fund to which the employee transfers shall be made retrospective to the date on which contributions to this Fund commenced and the benefits earned in the name of the employee concerned shall be transferred to the Fund chosen in terms hereof. There shall be no refund of contributions to either the employee or employer.

The right of an employee to transfer membership in terms of this subclause shall terminate on the expiry of the above three-month period.

(4) If an employee who has become a member of this Fund ceases to fall within the scope of this Agreement as a result of his ceasing to be in service in the Industries or as a result of a specific exemption under clause 8 of this Agreement, but subsequently falls within the scope of this Agreement then—

- (a) if his benefit under this Fund or the Group Pension Fund (prior to 1 May 1991) has been paid out, he shall have the choice provided for in subclause (1);
- (b) if his benefit under this Fund or the Group Pension Fund (prior to 1 May 1991) has not been paid out, he shall not have the choice provided for in subclause (1) but shall automatically become a member of the Fund of which he was previously a member.

(5) If an employee terminated his membership of this Fund or the Engineering Industries Pension Fund prior to 1 May 1991 and subsequently falls within the scope of this Agreement, or the Engineering Industries Pension Fund Agreement, then regardless of whether or not his benefit under the above funds have been paid out, he shall have the choice provided for in subclause (1).

(6) The provisions of subclauses (2) and (3) shall also apply to an employee referred to in subclauses (4) (a) and (5).

(7) Except as provided in this clause, an employee who remains in service in the Industries and continues to fall within the scope of this Agreement may not withdraw from membership of the Pension Fund or Provident Fund unless specifically excepted under clause 8 of this Act.

5. CONTRIBUTIONS

(1) Contributions shall be made by the employers as from the date of coming into operation of this Agreement as prescribed hereunder.

(2) (a) The employer shall each week deduct from the earnings of each employee an amount equal to 6,6% of the pensionable remuneration of such employees, being contributions to the Provident Fund as determined in clause 4.

(b) Contributions calculated in accordance with the provisions of subclause (2) (a) may, at the discretion of the employer, be deducted from the earnings of any other employees who request in writing to become members of this Fund: Provided that the membership provision under clause 4 shall *mutatis mutandis* apply to such employees.

(c) The employer shall contribute an equal amount to the deductions made from employees' wages in terms of subclause (2) (a) and (b).

(d) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences due to sickness, or injury on duty, or where no payment is due to the employee by the employer in terms of an agreement or under any law.

(3) The amount payable in each month in terms of this clause shall be forwarded to the Secretary of the Council, 504 Monte Carlo, Heerengracht, Foreshore, Cape Town, by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

(4) Notwithstanding the provisions of this clause, failure on the part of the employer to make the deduction of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contributions to the Council.

(5) All contributions received by the Council shall be paid to the Metal Industries Provident Fund within seven days of receipt of such monies by the Council.

(6) (a) If any amount which falls due in terms of this clause is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

(i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 15th day until the full amount is received by the Council.

(ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate as if the amount outstanding were a 'credit transaction' for the purposes of the Act. For purposes of calculating the interest, the provisions of section 2 (2) of the Act shall *mutatis mutandis* apply.

(iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this subclause.

(iv) In addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act which are relevant for the purposes of calculating any interest payable by the employer in terms of this subclause shall *mutatis mutandis* apply for these purposes.

(b) For the purposes of this subclause, 'the Act' means the Usury Act, 1968.

(7) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.

6. ADMINISTRATION

(1) The Fund and the Scheme shall be administered in accordance with the Rules of the Fund and the Rules of the Scheme. Such Rules shall not be inconsistent with this Agreement or the provisions of the Labour Relations Act, 1956, and a copy of the Rules and amendments thereto shall be lodged with the Director-General of Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the Constitution of the Fund shall take over the functions of the Council in respect of this Agreement. If the Board of Management has not been appointed or if it should be unable or unwilling to perform such duties the Industrial Registrar may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTS

An agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any inquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

8. EXEMPTIONS

- (1) The Council or Management Committee may grant exemption from any of the provisions of this Agreement.
- (2) Application for exemption shall be made to the Secretary of the Council, 504 Monte Carlo, Heerengracht, Foreshore, Cape Town, 8000.
- (3) The Council or Management Committee as the case may be, shall fix the conditions subject to which exemption shall be valid, and may if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

9. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a legible copy of this Agreement in at least two of the official languages of the Republic.

10. TERMINATION OF EMPLOYMENT OF MEMBERS

On termination of employment of a member, his employer shall complete the details on a form as prescribed in the Annexure to this Agreement and hand it to the member.

Supplies of the prescribed forms are available from the Council.

The employer shall be required to maintain a permanent record of the permanent home address of the member.

ANNEXURE A

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE): PROVIDENT FUND—SERVICING SECTION

(Form to be completed by employer and handed to members of the Fund)

Member's rights to benefit:

1. A lump sum benefit on retirement at the age of 65 or later, or on early retirement from the age of 55 up to the age of 65.
2. A permanent disability benefit owing to permanent disability/incapacity in terms of the rules of the Provident Fund and the rules of the Permanent Disability Scheme.
3. *Death benefits:* A lump sum benefit as if the member had retired on date of death PLUS a lump sum of three years' salary on—
 - (a) death in service of a contributing member before the age of 65;
 - (b) death before the age of 65 where death occurs within six weeks of ceasing employment, if ex-member was unemployed for such period and had been a member of the Fund for a consecutive period of not less than two years prior to such unemployment;
 - (c) death before the age of 65 where death occurs within six months of ceasing employment owing to sickness or a works accident and ex-member was unemployed owing to such sickness or works accident until the date of death.

Note: The lump sum of three years' salary is reduced if the member or ex-member first joined the Fund after the age of 55. The benefit is then based on the period of membership.

4. A lump sum benefit on retrenchment/redundancy, before the age of 65, as if the member had retired on the date of retrenchment/redundancy. The Fund will aim to pay the benefit within six weeks after cessation of service in the Industries: Provided that the member has not returned to employment in the Industry within that period.
5. A lump sum on ceasing service in the Industries for reasons other than in (1) to (4) above. The lump sum is a refund of the member's own contributions, PLUS interest, PLUS a share of the employer's contributions, less costs, according to length of continuous service and is payable not less than eight weeks after the cessation of service in the Industry.

To be completed by employer:

- (a) Name of employee (surname first)
- (b) Identity/Ref No. Works No.
- (c) Period of service (from) (to)
- (d) Reason for termination of employment:

Retrenchment	
Redundancy	
Resignation	
Permanent disability/incapacity	
Other	

- (e) In cases of retrenchment, state the date on which notification of retrenchment was given under clause 36 of the Wage Agreement:

Date

- (f) The appropriate form for claim of benefits has been handed to the employee.

Date

For and on behalf of the employer

Notes:

- (i) Claim forms for the various benefits are available from the Council.
- (ii) It should be ensured that the employee has been handed his membership card of the Fund and any brochures or other information relating to the Fund.
- (iii) The employer is required to maintain a permanent record of the permanent address (i.e. home address) of each employee.

Signed at Cape Town, on behalf of the parties, this 4th day of November 1996.

G. MANLEY,

Chairman of the Council.

A. A. STANLEY-BEST,

Vice-Chairman of the Council.

G. FISHER,

Secretary of the Council.

No. R. 544

11 April 1997

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE AANNEMINGS- EN BEDIENINGSNYWERHEID, KAAP: NUWE VOORSORGFONDS-OOREENKOMS VIR DIE BEDIENINGSSEKSIE

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 op Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang 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 vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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 7 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)—
BEDIENINGSSEKSIE**

VOORSORGFONDSOOREENKOMS

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

Electrical Engineering and Allied Industries' Association

Electronics and Telecommunications Industries' Association

Radio Appliance and Television Association of South Africa

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

National Employees' Trade Union

South African Electrical Workers' Association

Metal and Electrical Workers' Union of South Africa

National Union of Metalworkers of South Africa

en die

Radio, Television, Electronic and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Bedieningsseksie.

1. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel, en bly van krag vir 'n tydperk van vyf jaar, of vir sodanige tydperk as wat die Minister bepaal.

2. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Elektrotegniese Aannemings- en Bedieningsnywerheid nagekom word—

- (a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is;
- (b) in die landdrostdistrikte Die Kaap, Wynberg (met inbegrip van daardie gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermetskennissgewing No. 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het), Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrostdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermetskennissgewings Nos. 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het en in daardie gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermetskennissgewing No. 661 van 19 April 1974 binne die landdrostdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrostdistrik Bellville geval het, en in daardie gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermetskennissgewing No. R. 1683 van 7 Augustus 1987 binne die landdrostdistrik Bellville geval het.

(2) Hierdie Ooreenkoms is nie van toepassing nie—

- (a) op werkgewers en werknemers wat betrokke is by of in diens is in die Elektrotegniese Aannemingsseksie van die Nywerheid;
- (b) op 'n werknemer wat op 1 Mei 1991 'n deelnemer aan en lid was of daarna geword het van enige ander fonds wat voorsiening maak vir voorsorg- en/of pensioenbystand, wat op genoemde datum bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum deelgeneem het of op die werkgewer van daardie werknemer gedurende slegs sodanige tydperk wat sodanige ander fonds in werking bly en sowel die werkgewer as die werknemer daaraan deelneem: Met dien verstande dat 'n fonds wat uitsluitlik vir die betaling van bystand of afsterwe voorsiening maak, by die toepassing van hierdie Ooreenkoms nie geag word 'n pensioen- of voorsorgfonds te wees nie.

(3) Ondanks subklousule (2) (b) is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van enige werknemer wat nie gedek word of nie meer gedek word nie deur enige fonds wat in daardie subklousule vermeld word.

(4) Waar werkgewers en werknemers deelneem aan huishoudelike skemas wat voorsorg- en/of pensioenvoordele verskaf woos in subklousule (2) (b) hierbo bedoel en wat op die datum van inwerkingtreding van hierdie Ooreenkoms nie voorsiening maak nie vir persentasiebydraes wat altesaam minstens soveel is as die totale persentasiebydraes, gespesifiseer in klousule 5 van hierdie Ooreenkoms, onderworpe daaraan dat enige sodanige wysiging terugwerkend is tot die datum van inwerkingtreding van hierdie Ooreenkoms.

(5) Hierdie Ooreenkoms is nie van toepassing nie op 'n werkgewer en sy werknemer wat beheer word deur en binne die toepassingsbestek val van die Pensioenfondsooreenkoms vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap).

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhouding, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

“Wet” beteken die Wet op Arbeidsverhoudinge, 1956;

“ooreenkoms” 'n ooreenkoms soos omskryf in die Wet op Arbeidsverhoudinge, 1956, in werking in die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) vir die Bedieningseksie en omvat dit enige daaropvolgende ooreenkomste en/of uitbreidings en/of wysigings daarvan, en sluit dit verder in enige ooreenkoms soos omskryf in die genoemde Wet indien sodanige ooreenkoms verval het maar in werking was op die datum van inwerkingtreding van hierdie Ooreenkoms of in werking getree het na die datum van inwerkingtreding van hierdie Ooreenkoms;

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat deur die Raad erken word of 'n vakleerlingkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is, of in diens is kragtens 'n voorvakleerlingskapreëling;

“Raad” Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap);

“Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)”, of “Nywerheid” sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

- (a) Die ontwerp, bereiding, oprigting, installering, herstel en instandhouding van alle elektriese uitrusting wat 'n integrerende en permanente deel van 'n gebou uitmaak, met inbegrip van bedrading, kabellaswerk en die lê van kables, die oprigting van bogrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk of elders;
- (b) die ontwerp, bereiding, oprigting, installering, herstel en instandhouding van alle elektriese uitrusting wat gepaard gaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellaswerk en die lê van kables, die oprigting van bogrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk uitgevoer of die materiaal berei word op die terrein van die geboue of bouwerk of elders;
- (c) die ontwerp, bereiding, oprigting, installering, herstel en instandhouding van alle elektriese uitrusting wat gepaard gaan met die oprigting, verbouing, herstel en instandhouding van geboue, met inbegrip van alle bedrading, kabellaswerk en die lê van kables, die oprigting van bogrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk of elders;
- (d) die ontwerp, bereiding, oprigting, installering, herstel en instandhouding van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellaswerk en die lê van kables, die oprigting van bogrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk of elders;

en vir die toepassing van hierdie omskrywing omvat “elektriese uitrusting”—

- (i) elektriese kables en bogrondse lyne;
- (ii) generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relê's, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, vries- en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat op die werking van radio- of elektroniese uitrusting toegepas word;

en voorts, vir die toepassing van hierdie omskrywing, omvat “ontwerp, bereiding, oprigting, installering, herstel en instandhouding” nie die volgende nie—

- (i) Die vervaardiging en/of inmeekaarsit van voornoemde uitrusting of samestellende dele daarvan;
- (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehore, hetsy permanent geïnstalleer al dan nie;
- (iii) die vervaardiging, herstel en versiening van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en versiening van tikmasjiene en kantoortoestelle;
- (v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of instandhouding van hysers en/of roltrappe;

“Elektrotegniese Aannemingseksie” daardie gedeelte van die Nywerheid waarin werkgewers en werknemers betrokke is by of in diens is in verband met die bedrading, installering en instandhouding van verligtings-, verwarmings- en ander vaste elektriese toebehore in of op geboue;

“werknemer” 'n werknemer, met inbegrip van 'n vakleerling, wie se minimum loon nie minder is nie as skaal DDD in die Loonooreenkoms wat hierbo vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Bedieningseksie, omskryf word;

“bedryfsinrigting” 'n perseel waarin of waarop die Nywerheid of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

“Bestuurskomitee” die Bestuurskomitee van die Raad wat ingevolge die konstitusie daarvan aangestel is;

"Fonds" die Voorsorgfonds vir die Eletrotegniese Bedieningsnywerheid;

"Instandhouding en/of herstel en/of versiening" die werk verrig ten einde elektriese aanleg en/of uitrusting in stand hou;

"Loon A-werknemer" 'n werknemer wat enigeen van die volgende werksaamhede verrig en wat sy opleiding voltooi het ingevolge die Wet op Mannekragopleiding, 1981, wat hom in staat stel om vir die werksaamhede in diens geneem te word:

Ankerwikkeling;

kabellawerk;

bou en/of inmeekaarsit en/of herstel van elektriese toestelle;

elektriese installering;

vervaardiging en herstel van elektriese instrumente;

aanleg van elektriese bogrondse lyne;

elektriese bedrading;

installering en/of instandhouding en/of versiening en/of bou van elektromediese toestelle en X-straaluitrusting; en

installering en/of instandhouding van telekommunikasie- en/of sein- en/of totalisatoruitrusting;

"elektriese installering" die installering en/of oprigting van enigeen van die artikels wat in die woordomsyrywing van "elektrisiën" in hierdie klousule genoem word;

"Skema" die Permanente ongeskiktheidskema beteken die skema wat ingestel is vir die reëling en voorsiening van permanente ongeskiktheidsvoordele vir die werknemers van werkgewers in die Nywerheid.

"Loonooreenkoms" beteken die ooreenkoms gepubliseer by Goewermentskennisgewing R. 380 van 5 Maart 1982 of enige opeenvolgende ooreenkoms en sluit enige wysiging, herbekragtiging en verlenging daarvan in en sluit verder ook die Loonooreenkoms in gedurende enige tyd wat dit verstryk.

4. LIDMAATSKAP

(1) Elke werknemer wat 'n werknemer word wat op of na die datum van inwerkingtreding van hierdie Ooreenkoms binne die toepassingsbestek van hierdie Ooreenkoms val, moet kies of hy of lid wil word van die Ingenieursnywerheidspensioenfonds of lid wil word van die Voorsorgfonds. Sodanige keuse moet gedoen word op die datum waarop die werknemer 'n werknemer word wat binne die toepassingsbestek van hierdie Ooreenkoms val. Lidmaatskap van die tersaaklike Fonds tree op daardie datum in werking.

(2) Indien 'n werknemer op wie subklousule (1) van toepassing is, nie op die datum waarop hy 'n werknemer word wat binne die toepassingsbestek van hierdie Ooreenkoms val, 'n keuse uitoefen om lid te word van of die Ingenieursnywerheidspensioenfonds of die Voorsorgfonds nie, word daar van hom vereis om of 'n lid te word van hierdie Fonds of die Ingenieursnywerheidspensioenfonds, afhangende van sy loon, soos volg:

Werknemers wat meer verdien as die bedrag voorgeskryf in die Hofooreenkoms as die minimum loon van 'n werknemer in werkkategorie DDD word geag lede van die Ingenieursnywerheidspensioenfonds te wees:

Met dien verstande dat waar die Hofooreenkoms verval het, die laaste verwysing na die mees onlangse Hofooreenkoms wat verval het, is.

(3) 'n Werknemer op wie subklousule (1) en/of (2) van toepassing is, is vir 'n tydperk van drie maande vanaf die datum waarop hy 'n werknemer word wat binne die toepassingsbestek van hierdie Ooreenkoms val, daarop geregtig om sy lidmaatskap te onttrek aan hierdie Fonds en om lid te word van die ander Fonds.

In sodanige geval moet lidmaatskap van die Fonds waarna die werknemer oorgeplaas word, terugwerkend gemaak word tot die datum waarop bydraes tot hierdie Fonds 'n aanvang geneem het, en die voordele verdien in die naam van die betrokke werknemer moet oorgedra word na die Fonds hierkragtens gekies. Geen terugbetaling van bydraes mag aan of die werkgewer of die werknemer gemaak word nie.

Die reg van 'n werknemer om lidmaatskap kragtens hierdie subklousule oor te plaas, verval by verstryking van genoemde tydperk van drie maande.

(4) Indien 'n werknemer wat lid geword het van hierdie Fonds nie meer binne die toepassingsbestek van hierdie Ooreenkoms val nie as gevolg daarvan dat hy nie meer in diens is in die Nywerhede nie of as gevolg van 'n spesifieke vrystelling kragtens klousule 8 van hierdie Ooreenkoms, maar daarna weer binne die toepassingsbestek van hierdie Ooreenkoms val, dan—

(a) indien sy voordeel kragtens hierdie Fonds of die Groepspensioenfonds (vóór 1 Mei 1991) uitbetaal is, het hy die keuse soos in subklousule (1) bepaal;

(b) indien sy voordeel kragtens hierdie Fonds of die Groepspensioenfonds (vóór 1 Mei 1991) nie uitbetaal is nie, het hy nie die keuse soos in subklousule (1) bepaal nie, maar word hy outomaties lid van die Fonds waarvan hy voorheen 'n lid was.

(5) Indien 'n werknemer sy lidmaatskap van hierdie Fonds of die Ingenieursnywerheidspensioenfonds voor 1 Mei 1991 beëindig het en daarna weer binne die toepassingsbestek van hierdie Ooreenkoms of die Ingenieursnywerheidspensioenfonds ooreenkoms val dan het hy, ongeag of sy voordeel kragtens hierdie Ooreenkoms uitbetaal is of nie, die keuse soos bepaal in subklousule (1).

(6) Die bepalings van subklousule (2) en (3) is ook van toepassing op 'n werknemer in subklousules (4) (a) en (5) bedoel.

(7) Behoudens hierdie klousule kan 'n werknemer wat in diens bly in die Nywerhede en wat voortgaan om binne die toepassingsbestek van hierdie Ooreenkoms te val, nie sy lidmaatskap van die Pensioenfonds of die Voorsorgfonds onttrek nie, tensy spesifiek vrygestel kragtens klousule 8 van hierdie Ooreenkoms.

5. BYDRAES

(1) Bydraes moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms deur die werknemers en werkgewers gemaak word, soos hierna bepaal.

(2) (a) Die werkgever moet elke week van die verdienste van sy werknemers 'n bedrag aftrek wat gelyk is aan 6,6% van die pensioengewende besoldiging van sodanige werknemers, synde bydraes tot die Voorsorgfonds soos by klousule 4 bepaal.

(b) Bydraes bereken ooreenkomstig subklousule (2) (a) kan, na goëddunke van die werkgever, afgetrek word van die verdienste van enige ander werknemers wat skriftelike versoek om lede van hierdie Fonds te word: Met dien verstande dat die lidmaatskapbepaling kragtens klousule 4 *mutatis mutandis* op sodanige werknemers van toepassing is.

(c) Die werkgever moet 'n bedrag tot die Voorsorgfonds bydra wat gelyk is aan die bedraë wat kragtens subklousules (2) (a) en (2) (b) van werknemers se verdienste afgetrek word.

(d) Geen bedraë mag afgetrek word en geen bydraes mag betaal word nie ten opsigte van tydperke van afwesigheid met verlof sonder besoldiging en afwesigheid weens siekte of weens besering aan diens, of waar geen betaling ingevolge 'n ooreenkoms of kragtens 'n wet deur die werkgever aan die werknemer verskuldig is nie.

(3) Elke werkgever moet die totale bedrag wat elke maand ingevolge hierdie klousule aan die Raad betaalbaar is, tesame met 'n staat in 'n vorm soos van tyd tot tyd deur die Raad voorgeskryf, voor of op die 15de dag van die maand wat onmiddellik daarop volg, stuur aan die Sekretaris van die Raad, Monte Carlo 504, Heerengracht, Strandgebied, Kaapstad, 8001.

(4) Ondanks die bepalings van hierdie klousule onthef versuim van die werkgever om die werknemers se bydraes wat hy moet aftrek, af te trek, hom nie van die verpligting om die Raad die totale bedrag van die werknemers se bydraes en sy eie bydraes te laat kry nie.

(5) Alle bydraes wat die Raad ontvang, moet aan die Voorsorgfonds en die Skema betaal word binne sewe dae na ontvangs van sodanige gelde deur die Raad.

(6) (a) Indien 'n bedrag wat ingevolge hierdie klousule betaalbaar word, nie teen die 15de dag van die maand wat volg op die maand waarvoor die bedrag betaalbaar is, in sy geheel deur die Raad ontvang word nie, is die werkgever aanspreeklik vir die betaling van rente ooreenkomstig die volgende bepalings:

(i) Die rente betaalbaar loop vanaf die 15de dag op die saldo van die bedrag wat van tyd tot tyd uitstaande bly, op totdat die volle bedrag deur die Raad ontvang word.

(ii) Die rente loop op teen dieselfde effektiewe koers van die toepaslike maksimum jaarlikse finansieringskostekoers asof die uitstaande bedrag vir doeleindes van die Wet 'n "krediettransaksie" is. Vir doeleindes van die berekening van die rente, is die bepalings van artikel 2 (2) van die Wet *mutatis mutandis* van toepassing.

(iii) Die Raad is daarop geregtig om geheel na goëddunke die werkgever kwyd te skeld van die betaling van rente wat ingevolge hierdie subklousule oloop.

(iv) Benewens artikel 2 (2) van die Wet is al die ander bepalings van die Wet wat ter sake is vir doeleindes van die berekening van rente wat ingevolge hierdie subklousule deur die werkgever betaalbaar is, vir hierdie doeleindes *mutatis mutandis* van toepassing.

(b) By die toepassing van hierdie subklousule beteken "die Wet" die Woekerwet, 1968.

(7) In die geval waar die Raad enige onkoste aangaan of verplig word om enige invorderingskommissie te betaal as gevolg van die versuim van die werkgever om enige betaling op of voor die keurdatum te doen, is die werkgever aanspreeklik om onverwyld alle sodanige koste van watter aard ook al soos tussen prokureur en kliënt en alle sodanige invorderingskoste te betaal.

6. ADMINISTRASIE

(1) Die Voorsorgfonds en die Skema moet ooreenkomstig die Reëls van die Fonds en die Reëls van die Skema Reëls moet nie onbestaanbaar wees met hierdie Ooreenkoms of die bepalings van die Wet op Arbeidsverhoudinge, 1956, nie, en 'n afskrif van die reëls en van die wysigings daaraan moet ingedien word by die Direkteur-generaal: Arbeid.

(2) As die Raad ontbind of ophou funksioneer terwyl die Ooreenkoms nog van krag is, moet die Bestuurskomitee wat ingevolge die konstitusie van die Fonds aangestel is, die funksies van die Raad ten opsigte van hierdie Ooreenkoms oorneem. As die Bestuurskomitee nie aangestel is nie of nie in staat is nie of onwillig is om sy pligte na te kom, kan die Nywerheids-registrateur trustees aanstel om die Komitee se funksies uit te voer. Die Bestuurskomitee of trustees aldus aangestel, beskik oor alle bevoegdhede wat vir die toepassing van hierdie Ooreenkoms aan die Raad verleen is. Betaling (as daar is) vir die dienste wat die trustees lewer, kom die Fonds ten laste.

7. AGENTE

'n Agent van die Raad kan enige bedryfsinrigting binnegaan en die werkgewer of enige werknemer ondervra, registers inspekteer en navrae doen ten einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS

- (1) Die Raad of Bestuurskomitee kan vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.
- (2) Aansoek om vrystelling moet gedoen word by die Sekretaris van die Raad, Monte Carlo 504, Heerengracht, Kaapstad, 8001.
- (3) Die Raad of die Bestuurskomitee, na gelang van die geval, moet die voorwaardes vasstel waarop die vrystelling verleen word en kan, as hy dit goeddink, nadat hy een week skriftelike kennis aan die betrokke persoon gegee het enige vrystelling intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms in leesbare letters en in ten minste twee amptelike tale van die Republiek op 'n opvallende plek op sy perseel opklak en opgeklak hou.

10. DIENSBEËINDIGING VAN LEDE

By beëindiging van die diens van 'n lid moet sy werkgewer die gegewens invul op die vorm soos voorgeskryf in die Aanhangsel van hierdie Ooreenkoms, en dit aan die lid oorhandig.

Eksemplare van die voorgeskrewe vorm is verkrygbaar by die Raad.

Die werkgewer moet 'n permanente register van die permanente woonadres van die lid byhou.

AANHANGSEL A

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP): VOORSORGFONDS—BEDIENINGSEKSIE

(Hierdie vorm moet deur die werkgewer ingevul word en aan die lede van die Fonds oorhandig word)

Voordeelregte van lede:

1. 'n Rondebedragvoordeel by aftrede op die ouderdom van 65 jaar of ouer, of by vroeë aftrede vanaf die ouderdom van 55 tot en met die ouderdom van 65 jaar.
2. 'n Permanenteongeskiktheidsvoordeel weens permanente ongeskiktheid/onbevoegdheid kragtens die reëls van die Voorsorgfonds en die reëls van die Permanenteongeskiktheidskema.
3. **Sterftevoordele:** 'n Rondebedragvoordeel asof die lid op die datum van afsterwe afgetree het, PLUS 'n rondebedrag van drie jaar se salaris by—
 - (a) afsterwe in diens van 'n bydraende lid voor die ouderdom van 65 jaar;
 - (b) afsterwe voor die ouderdom van 65 jaar waar afsterwe plaasvind binne ses weke na diensbeëindiging, indien die oudlid werkloos was vir sodanige tydperk en lid was van die Fonds vir 'n ononderbroke tydperk van minstens twee jaar voor sodanige werkloosheid;
 - (c) afsterwe voor die ouderdom van 65 jaar waar afsterwe plaasvind binne ses maande na diensbeëindiging weens siekte of 'n werkongeluk en die oudlid werkloos was weens sodanige siekte of werkongeluk tot en met die datum van afsterwe.

Opmerking: Die rondebedrag van drie jaar salaris word verminder indien die lid of oudlid eers na die ouderdom van 55 jaar tot die Fonds toetree het. Die voordeel word dan gegrond op die tydperk van lidmaatskap.

4. 'n Rondebedragvoordeel by afbetaling/oortolligheid, voor die ouderdom van 65 jaar, asof die lid op die datum van afbetaling/oortolligheid afgetree het. Die Fonds sal poog om die voordele te betaal binne ses weke na diensbeëindiging in die Nywerhede. Met dien verstande dat die lid nie binne daardie tydperk weer by die Nywerheid in diens getree het nie.
5. 'n Rondebedrag by diensbeëindiging in die Nywerhede om ander redes as dié vermeld in (1) tot (4) hierbo. Die rondebedrag is 'n terugbetaling van die lid se eie bydraes, PLUS rente, PLUS 'n gedeelte van die werkgewer se bydraes, min koste, volgens die termyn van aaneenlopendediens, en is betaalbaar minstens agt weke na diensbeëindiging in die Nywerheid.

Moet deur die werkgewer ingevul word:

- (a) Naam van werknemer (van eerste)
- (b) Identiteits-/Verwysingsnommer. Werksnommer
- (c) Dienstydsperk (vanaf) (tot)
- (d) Rede vir diensbeëindiging:

Aflegging	
Oortolligheid	
Bedanking	
Permanente ongeskiktheid/onbevoegdheid	
Ander	

- (e) In gevalle van aflegging, meld datum waarop kennis van afbetaling ingevolge klousule 36 van die Wage Ooreenkomms gegee is:

Datum

- (f) Die toepaslike vorm vir voordele is aan die werknemer oorhandig.

Datum

.....
Vir en namens die werkgewer

Opmerkings:

- (i) Eisvorme vir die verskillende voordele is verkrygbaar van die Raad.
- (ii) Daar moet verseker word dat die lid se lidmaatskapkaart en enige brosjures of ander inligting in verband met die Fonds aan hom oorhandig is.
- (iii) Die werkgewer moet 'n permanente register van die permanente adres (d.w.s. woonadres) van elke werknemer byhou. Namens die partye op hede die 4de dag van November 1996 te Kaapstad onderteken.

G. MANLEY,

Voorsitter van die Raad.

A. A. STANLEY-BEST,

Ondervoorsitter van die Raad.

G. FISHER,

Sekretaris van die Raad.

No. R. 550

11 April 1997

LABOUR RELATIONS ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA: RENEWAL OF SICK BENEFIT FUND 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. 1650 of 12 June 1992, to be effective from the date of publication of this notice and for the period ending 30 June 1997.

D. VAN DER WALT

Director: Collective Bargaining

No. R. 550

11 April 1997

WET OP ARBEIDSVERHOUDINGE, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA: HERNUWING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermments-kennisgewing No. R. 1650 van 12 Junie 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1997 eindig.

D. VAN DER WALT

Direkteur: Kollektiewe Bedinging

No. R. 551**11 April 1997****LABOUR RELATIONS ACT, 1956****DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA: RENEWAL OF SICK PAY FUND 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. 1649 of 12 June 1992, to be effective from the date of publication of this notice and for the period ending 30 June 1997.

D. VAN DER WALT**Director: Collective Bargaining****No. R. 551****11 April 1997****WET OP ARBEIDSVERHOUDINGE, 1956****DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA: HERNUWING VAN SIEKTEBESOLDIGINGSFONDSOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewing No. R. 1649 van 12 Junie 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1997 eindig.

D. VAN DER WALT,**Direkteur: Kollektiewe Bedinging****No. R. 552****11 April 1997****LABOUR RELATIONS ACT, 1956****DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA: RENEWAL OF UNEMPLOYMENT BENEFIT FUND 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 Notices Nos. R. 1652 of 12 July 1992 and R. 795 of 17 May 1996, to be effective from the date of publication of this notice and for the period ending 30 June 1997.

D. VAN DER WALT**Director: Collective Bargaining****No. R. 552****11 April 1997****WET OP ARBEIDSVERHOUDINGE, 1956****DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA: HERNUWING VAN WERKLOOSHEIDSBYSTANDSFONDS-OOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewings Nos. R. 1652 van 12 Julie 1992 en R. 795 van 17 Mei 1996, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1997 eindig.

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

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