



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 7382

Regulasiekoerant

Vol. 444

Pretoria, 14 June 2002
Junie

No. 23498



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PROCLAMATION*by the**President of the Republic of South Africa***No. R. 49, 2002****AMENDMENT OF SCHEDULE 2 TO THE PUBLIC SERVICE ACT, 1994**

In terms of section 7 (5) (a) (ii) of the Public Service Act, 1994 (promulgated under Proclamation No. 103 of 1994), I hereby amend, at the request of the Premier of the Free State, Schedule 2 to the said Act, in respect of the Free State—

- (a) by the deletion of the words "Department of Finance and Expenditure" and "Head: Finance and Expenditure", where they appear in columns 1 and 2 of Schedule 2, respectively;
- (b) by the substitution in the Afrikaans text for the words "Departement Toerisme, Omgewing- en Ekonomiese Sake", where they appear in column 1, of the words "Departement van Toerisme, Omgewing- en Ekonomiese Sake" and the insertion in column 2 opposite those words of the words "Hoof: Toerisme, Omgewing- en Ekonomiese Sake"; and
- (c) by the insertion in columns 1 and 2 of Schedule 2, after the words "Department of Tourism, Environmental and Economic Affairs" and "Head: Tourism, Environmental and Economic Affairs", of the words "Free State Provincial Treasury" and "Head: Free State Provincial Treasury", respectively.

Given under my Hand and Seal of the Republic of South Africa at Cape Town this Twenty-ninth day of May, Two Thousand and Two.

T. M. MBEKI**President**

By Order of the President-in-Cabinet:

G. FRASER-MOLEKETI**Minister of the Cabinet****PROKLAMASIE***van die**President van die Republiek van Suid-Afrika***No. R. 49, 2002****WYSIGING VAN BYLAE 2 BY DIE STAATSDIENSWET, 1994**

Ingevolge artikel 7 (5) (a) (ii) van die Staatsdienswet, 1994 (gepromulgeer deur Proklamasie No. 103 van 1994), wysig ek hierby, op versoek van die Premier van die Vrystaat, Bylae 2 by vermelde Wet, ten opsigte van die Vrystaat—

- (a) deur die woorde "Departement van Finansies en Besteding" en "Hoof: Finansies en Besteding", waar dit voorkom in kolom 1 en 2 van Bylae 2, te skrap;
- (b) deur die woorde "Departement Toerisme, Omgewing- en Ekonomiese Sake", waar dit voorkom in kolom 1 van Bylae 2, met die woorde "Departement van Toerisme, Omgewing- en Ekonomiese Sake" te vervang en deur in kolom 2 teenoor daardie woorde die woorde "Hoof: Toerisme, Omgewing- en Ekonomiese Sake" in te voeg; en
- (c) deur in kolom 1 en 2, na die woorde "Departement van Toerisme, Omgewing- en Ekonomiese Sake" en "Hoof: Toerisme, Omgewing- en Ekonomiese Sake", onderskeidelik die woorde "Vrystaat Provinsiale Tesourie" en "Hoof: Vrystaat Provinsiale Tesourie" in te voeg.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Nege-en-twintigste dag van Mei Tweeduisend en Twee.

T. M. MBEKI**President**

Op las van die President-in-Kabinet:

G. FRASER-MOLEKETI**Minister van die Kabinet**

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 793

14 June 2002

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: RENEWAL OF THE FOOTWEAR SECTION COLLECTIVE AGREEMENT

I, Thembinkosi Mkalipi, Executive Manager: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 1261 of 05 November 1999, R. 821 of 25 August 2000, R. 1339 of 08 December 2000, R. 573 of 29 June 2001 and R. 1224 of 30 November 2001 to be effective from 1 July 2002 and for the period ending 30 June 2003.

T. MKALIPI**Executive Manager: Collective Bargaining**

No. R. 793

14 June 2002

UMTHETHO WOBUDLELWANO KWEZEMISEBENZI, KA 1995

IMBONI YEZIKHUMBA YASE NINGIZIMU AFRIKA: UKUVUSELELWA KWESIVUMELWANO SIKAWONKEWONKE SENGXENYE YEZINTO ZOKUGQOKA EZINYAWENI

Mina, Thembinkosi Mkalipi, uMqondisi; ukuXoxisana kukaWonkewonke, (collective bargaining) okuvunyelwe nguNgqongqoshe wezokuSebenza, ngokwesigaba 32 (6) (a) (ii) soMthetho wobuDlelwano kwezeMisebenzi, ka 1995, ngimemezela imithetho kaHulumeni enguNombolo R. 1261 womhlaka 5 Novemba 1999, R. 821 womhlaka 25 Agasti 2000, R. 1339 womhlaka 8 Disemba 2000, R. 573 womhlaka 29 Juni 2001, R. 1224 womhlaka 30 Novemba 2001 ukuthi iqale ukusebenza mhla ziwu 1 Juli 2002 kuze kufinyelele esikhathini esiyophela ngoMhlaka 30 Juni 2003.

T. MKALIPI**Umqondisi: Ukoxoxisana Kukawonkewonke**

No. R. 795

14 June 2002

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Electrical Industry of South Africa and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 24 June 2002, and for the period ending 31 January 2003.

M. M. S. MDLADLANA**Minister of Labour**

No. R. 795

14 Junie 2002

WET OP ARBEIDSVARHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID VAN SUID-AFRIKA: UITBREIDING VAN HERBEKRAGTIGING- EN WYSIGING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTY

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens Artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Nasionale

Bedingsraad vir die Elektrotegniese Nywerheid aangegaan is en kragtens Artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend vir die ander werkgewer en werknemers in daardie Nywerheid, met ingang van 24 Junie 2002, en vir die tydperk wat op 31 Januarie 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT

in accordance with the provisions of the Labour Relations Act 1995, 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

Metal and Electrical Workers' Union of South Africa

and

*** National Employees' Trade Union**

and

*** National Union of Metal Workers of South Africa**

and

South African Electrical Workers' Association

(* in Area I only)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Electrical Industry of South Africa.

PART 1

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by all employers and employees in the Electric Industry who are members of the employers organisation and trade unions, respectively, who are engaged or employed in the Industry in the following areas:

- (a) In the Province of the Transvaal and the Magisterial Districts of Sasolburg and Bloemfontein as they existed at 19 June 1985;
- (b) in the Magisterial Districts of Barkly West, Gordonia, Hartswater, Kuruman and Postmasburg as they existed at 18 October 1989;
- (c) in the Province of the Free State (excluding the Magisterial Districts of Sasolburg and Bloemfontein), as it existed at 19 June 1985;
- (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, Maclear, Middelburg (Eastern Cape), Molteno, Murraysburg, Noupoot, Pearston, Philipstown, Prince Albert, Richmond (Northern Cape, Somerset East, Sterkstream, Steynsburg, Steytlerville, Stutterheim, Tarkastad, Venterstad, Victoria West, Williston, Willowmore and Wodehouse, as they existed at 13 April 1995;
- (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, as they existed at 24 November 1995;
- (f) 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 Districts 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. 1683 of 7 August 1987, fell within the Magisterial District of Bellville;

- (g) in the Province of KwaZulu-Natal, excluding any portions of that area falling within the former self-governing territory of KwaZulu as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);
- (h) in the Magisterial District of East London.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices and learners only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Skills Development Act, 1998, or any conditions prescribed or any notices served in terms thereof.

(3) For the purposes of this Agreement the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, 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. PERIOD OF OPERATION

This Agreement shall come into operation on the date fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 January 2003.

3. EXCLUSIONS

The provisions of this Agreement shall not apply to non-parties in respect of clauses 1 (1), 2, 4 and 8 of this Agreement.

4. SPECIAL PROVISIONS

The provisions of clauses 20, 25 (1) (d), 27 (3), 30, 39 (12), 50 and 51 of Part 1 of the Agreement published under Government Notice No. R. 90 of 26 January 2001 (hereinafter referred to as the "Former Agreement") as further re-enacted, extended and amended from time to time, shall apply to employers and employees, who are members of the parties to this Agreement

5. GENERAL PROVISIONS

The provisions of clauses 4 to 19, 21 to 25 (1) (c), 25 (1) (e) to 27 (2), 27 (4) to 29, 31 to 39 (11), 40 to 49, 52 to 56 of Part I and Part II of the Former Agreement (as further extended, amended and re-enacted from time to time), shall apply to employers and employees.

6. CLAUSE 5 OF THE FORMER AGREEMENT: DEFINITIONS

In the definition of "Area B" add "Highveld Ridge" after "Ermelo".

7. CLAUSE 10 OF THE FORMER AGREEMENT: NIGHT WORK

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

- (2) An employer may require or permit an employee to perform night work only if so agreed by the Council and the employee, and if—
 - (a) the employee is compensated by the payment of an allowance, equal to 10% of such employees' ordinary hourly rate of pay, in addition to the wages he is to receive for the hours worked, which may be a shift allowance, or by a reduction of working hours.

8. CLAUSE 30 OF THE FORMER AGREEMENT: TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY

In subclause (1) add the word "all" between the words "In" and "areas".

9. CLAUSE 40 OF THE FORMER AGREEMENT: PROHIBITION OF CESSION AND/OR SET-OFF

In subclause (2), between the words "shall" and "operate" substitute "not" for "no".

10. CLAUSE 48 OF THE FORMER AGREEMENT: ESTABLISHMENT OF THE TRUST FUND ADVANCES FUND (AREAS J AND K ONLY)

Renumber the existing subclause (a) to read (a) (i) and insert the following new subclauses:

- (a) (ii) Credit the Council Funds with any amount which the Council may regard as being in excess of a sufficient reserve in the Trust Fund Advances Fund,
- (iii) Consider any claim that may be made by an employee and may in its discretion make payment from the Trust Fund Advances Fund (or from such amounts accrued to the Council Funds in the event of the depletion of the Trust Fund Advances Fund) to such employees.

PART II

1. CLAUSE 1 OF THE FORMER AGREEMENT: ALLOWANCES

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

- (1) Travelling and subsistence allowance:
 - (e) (ii) Where an employee, by reason of employment, is away from his usual working place and is required by his employer to live away from his usual domicile, meals and lodging shall be paid for or provided on the job by the employer. Where no hotel or other suitable accommodation is

available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance of R60,00 for each night he is required by his employer to live away from his usual domicile.

2. CLAUSE 2 OF THE FORMER AGREEMENT: EXPENSES OF THE COUNCIL

Substitute the following for clause 2:

"The funds of the Council, which shall be vested in and administered by the Council, shall be provided for in the following manner:

- (1) Every employee and every employer shall contribute to the funds of the Council, no more than 1 (one) percent of the weekly specified wage rate payable in terms of clause 4 of Part II of this Agreement, taken to the next higher 10 cents.
- (2) Every employee shall pay the amount determined in terms of subclause (1) to the Council in respect of such employees: Provided that the employer may deduct fifty percent of the amount payable from the remuneration of such employees."

3. CAUSE 4 OF THE FORMER AGREEMENT: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following for the categories listed below:

"AREAS 'A', 'B', 'C', 'D', 'E'

Category	AREA A Rand per hour	AREA B Rand per hour	AREA C Rand per hour	AREA D Rand per hour	AREA E Rand per hour
Master installation electrician	36,87	31,31	29,51	22,13	21,53
Installation electrician	33,94	28,83	27,14	20,36	19,80
Electrical tester for single phase	30,97	26,32	25,40	18,58	18,08
Electrician, artisan and DAM	29,48	25,05	23,59	17,71	17,24
Domestic electrical installer	24,69	20,98	19,71	14,77	14,38
Elconop 3	21,47	18,23	17,14	12,85	12,51
Elconop 2	18,19	15,47	14,54	10,90	10,62
Elconop 1	11,21	9,54	8,99	6,97	6,57
Driver of a vehicle, the unladen mass of which is—					
(a) up to 3 500 kg	12,34	10,47	9,89	7,42	7,22
(b) from 3 501 kg to 9 000 kg	14,60	12,39	11,66	8,76	8,51
(c) 9 001 kg and over	16,22	13,77	12,94	9,72	9,44
Electric assistant	9,69	8,20	7,73	5,81	5,65
General worker	6,77	5,73	5,42	4,07	3,95

AREAS 'F', 'G', 'H'

Category	AREA F Rand per hour	AREA G Rand per hour	AREA H Rand per hour
Master installation electrician	25,83	21,96	20,68
Installation electrician	23,77	20,21	19,03
Electrical tester for single phase	21,05	18,45	17,37
Electrician, artisan and DAM	21,05	17,57	16,54
Domestic electrical installer	17,59	14,96	14,96
Elconop 3	15,30	13,00	13,00
Elconop 2	13,43	11,41	10,76
Elconop 1	8,62	7,22	6,77
Driver of a vehicle, the unladen mass of which is—			
(a) up to 3 500 kg	8,35	7,10	6,69
(b) from 3 501 kg to 9 000 kg	9,91	8,42	7,92
(c) 9 001 kg and over	11,00	9,35	8,80
Electric assistant	8,49	7,11	6,71
General worker	5,95	4,98	4,70

AREAS "I", "J", "K", "L"

Category	AREA I Rand per hour	AREA J Rand per hour	AREA K Rand per hour	AREA L Rand per hour
Master installation electrician	34,65	36,87	31,31	26,01
Installation electrician	33,78	33,94	28,83	23,92
Electrical tester for single phase	29,10	30,97	26,32	21,86
Electrician, artisan and DAM	27,72	29,48	25,05	20,80
Domestic electrical installer		24,69	21,08	
Emerging electrical installer	23,81			
Elconop 3	20,71	21,47	18,23	15,11
Elconop 2	19,60	18,19	15,47	12,82
Elconop 1	13,26	11,21	9,54	7,93
Domestic appliance repairer		13,84	11,78	
Driver of a vehicle, the unladen mass of which is—				
(a) Up to 3 500 kg	11,63	12,34	10,47	6,59
(b) from 3 501 kg to 9 000 kg	13,12	14,59	12,39	10,28
(c) 9 001 kg and over	14,96	16,22	13,77	11,42
Electrical assistant	10,85	9,69	8,20	6,82
General worker	7,60	6,77	5,73	4,77"

4. CLAUSE 5 OF THE FORMER AGREEMENT: GUARANTEED MINIMUM INCREASES AND OFF-SET

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

- "(1) Every employee for whom wages are prescribed in this Agreement and who, on the date on which this Agreement comes into operation, is employed by an employer in the Industry, shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate prescribed for him in this Agreement, receive a wage increase of not less than 5% of the actual wage rate he was receiving immediately prior to the said date.
- (2) The guaranteed minimum increase referred to in subclause (1) above shall be subject to the provision that any increase granted on or after 1 January 2002 may be off-set by the employer when calculating the guaranteed minimum increase."

Signed at Johannesburg as authorised, for and on behalf of the parties to the Council this Seventh day of December 2001.

M. MFIKOE

Member

R. McALPINE

Member

L. M. BOWLES

General Secretary of the Council

No. R. 799

14 June 2002

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF REGISTRATION AND ADMINISTRATION EXPENSES RE-ENACTING AND AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, is binding on the other employers and employees in that Industry, with effect from 24 June 2002, and for the period ending 31 March 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 799

14 Junie 2002

WET OP ARBEIDSVERHOUDINGE, 1995

METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN REGISTRASIE EN ADMINISTRASIE-FONDS HERBEKRAGTIGING EN WYSIGING KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal-en-Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 24 Junie 2002, en vir die tydperk wat op 31 Maart 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

Association of Electrical Cable Manufacturers of South Africa
Border Industrial Employer's Association
Bright Bar Association
Cape Engineers' and Founders' Association
Consolidated Association of Employers of South Africa (CAESAR)
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electrical Engineering and Allied Industries' Association
Electronics and Telecommunications Industries' Association
Federated Employers Organisation of South Africa (FEOSA)
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Iron and Steel Producers' Association of South Africa
KwaZulu-Natal Engineering Industries' Association
Lift Engineering Association of South Africa
Light Engineering Industries' Association of South Africa
Materials Handling Association
Non-ferrous Metal Industries' Association of South Africa
Plastics Convertors' Association of South Africa
Plumbers and Engineers, Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries' Association of South Africa
Small Enterprise Employers of South Africa (SEESA)
S. A. Electro-Plating Industries' Association
S. A. Engineers' and Founders' Association
S. A. Fastener Manufacturers' Association (SAFMA)
S. A. Refrigeration and Air Conditioning Contractors' Association (SARACCA)
S. A. Pump Manufacturers' Association
S. A. Reinforced Concrete Engineers' Association (SARCEA)
S. A. Tube Makers' Association

S. A. Valve and Actuator Manufacturers' Association (SAVAMA)**S. A. Wire and Wire Rope Manufacturers' Association**

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

Electronic and Metal Workers' Union of South Africa**Metal and Electrical Workers' Union of South Africa****M.W.U. Solidarity****National Employees' Trade Union****National Union of Metalworkers' of South Africa (NUMSA)****S. A. Electrical Workers' Association****Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council.

PART 1: GENERAL**SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed—
 - (a) throughout the Republic of South Africa; and
 - (b) by all the employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively;
 - (c) for purposes of subclauses 5(3)(c) and item (vi) of the definition of "employee" in terms of clause 3, the employers and employees therein referred to.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to—
 - (a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of "Electrical Engineering Industry" in clause 3 of Part I of the Main Agreement published under Government Notice No. R. 404 of 31 March 1998, in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
 - (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (f) the Locksmith Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
 - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Province of the Cape of Good Hope and the Orange Free State;
 - (i)
 - (i) the manufacture by mass production methods from sheetmetal of a gauge not heavier than 2,108 mm of—
 - (aa) commercial, plain, or lithographed containers for the packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;
 - (ii) the manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container; and for the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packaging, transport or sale of products, and capable of being closed by means of a lid or a cap or any other type of closure;
 - (j) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.

- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) 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; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (4) Clauses 1 (1) (b), (2) and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

2. 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 32 of the Labour Relations Act, 1995, and shall remain in force until 31 March 2005.

3. SPECIAL PROVISIONS

The provisions contained in clause 8 of the Agreement published under Government Notice No. R. 651 of 8 May 1998 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7 and 9 to 10 of Parts I to IV of the former Agreement shall apply to employers and employees.

PART II

5. CLAUSE 5: CONTRIBUTIONS

Substitute the following for subclauses (3), (4) and (5):

- "(3) (a) From the earning of every employee to whom this Agreement applies the employer shall, each week, including weeks on which the employee is absent on paid leave, deduct an amount of R1,00 (one rand).
- (b) To the amount deducted in terms of paragraph (a) hereof, the employer shall add an equal amount and forward the total sum to the Council each month.
- (c) An amount of 30 cents shall be deducted from both employee and employer per week [including the employers and employees referred to in item (vi) of the definition of "employee" in clause 3, "definitions"] in respect of a dispute resolution levy.
- (4) In any establishment in which the total amount payable to the Council in terms of subclause (3) (a) and (b) hereof amounts to less than R100 per month, the employer shall make up the amount of R100 and forward the amount to the Council each month.
- (5) (a) Every employer in regions A, B, C, D, E and F shall forward the amounts payable each month in terms of subclause (3) hereof, subject to the minimum amount payable as specified in subclause (4), together with a statement in such form as may be specified from time to time, to reach the Central Funds Collection Office (CEFCO), 2nd Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001, by no later than close of business on the 15th day of the subsequent month.
- (b) The employer uses the postal services, courier services or any other means of delivery or transfer at his own risk. The relevant postal address is PO Box 61474, Marshalltown, 2017. A facility for direct bank-to-bank transfer of funds is also available—enquiries to be directed to the Financial Manager, at the above address or (011) 870-2000."

Signed at Johannesburg, for and on behalf of the parties, this 9th day of April 2002.

D. A. CARSON

Member

J. BURGER

Member

J. BEUKES

Council Secretary

No. R. 800

14 June 2002

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: RE-ENACTMENT, AMENDMENT AND EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 1051 of 26 October 2001 with effect from 14 June 2002.

M. M. S. MDLADLANA

Minister of Labour

No. R. 800**14 Junie 2002**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWING

METAAL- EN ENGENIERSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE HOOF OOREENKOMS HERBEKRAGTINGS EN WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 1051 van 26 Oktober 2001 in, met ingang van 14 Junie 2002.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 801**14 June 2002**

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF RE-ENACTMENT AND AMENDING MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 24 June 2002, and for the period ending 30 June 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 801**14 Junie 2002**

WET OP ARBEIDSVERHOUDINGE, 1995

METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE HOOF OOREENKOMS HERBEKRAGTINGS- EN WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 24 Junie 2002, en vir die tydperk wat op 30 Junie 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****COLLECTIVE RE-ENACTING AND AMENDING MAIN AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the—

Association of Electrical Cable Manufacturers of South Africa**Association of Metal Service Centres of South Africa****Border Industrial Employer's Association****Bright Bar Association****Cape Engineers' and Founders' Association****Constructional Engineering Association (South Africa)****Covered Conductor Manufacturers' Association****Electrical Engineering and Allied Industries' Association****Electrical Manufacturers' Association of South Africa (EMASA)****Electronics and Telecommunications Industries' Association****Gate and Fence Association****Hand Tool Manufacturers' Associations (HATMA)**

KwaZulu-Natal Engineering Industries' Association
Lift Engineering Association of South Africa
Light Engineering Industries' Association of South Africa
Materials Handling Association
Non-ferrous Metal Industries' Association of South Africa
Plastics Convertors' Association of South Africa
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Refrigeration and Air-Conditioning Manufacturers' and Suppliers Association
Sheetmetal Industries' Association of South Africa
S.A. Electro-Plating Industries' Association
S.A. Engineer's and Founders' Association
S.A. Fasterner Manufacturers' Association (SAFMA)
S.A. Refrigeration and Air-Conditioning Contractors' Association (SARACCA)
S.A. Post Tensioning Association (SAPTA)
S.A. Pump Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association (SARCEA)
S.A. Tube Makers' Association
S.A. Valve and Actuator Manufacturers' Association (SAVAMA)
S.A. Wire and Wire Rope Manufacturers' Association

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

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)
Electronic and Metal Workers' Union of South Africa
Metal and Electrical Workers' Union of South Africa
M.W.U. Solidarity
National Employees' Trade Union
National Union of Metalworkers of South Africa (NUMSA)
S.A. Electrical Workers' Association
Steel, Engineering and Allied Workers Union of South Africa (SEAWUSA)

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Metal and Engineering Industries Bargaining Council,

to amend the Agreement published under Government Notice No. R. 404 of 31 March 1998, as amended and re-enacted under Government Notices Nos. R. 1491 of 27 November 1998, R. 941 of 6 August 1999, R. 1128 of 17 November 2001 and R. 1051 of 26 October 2001.

PART I

CONDITIONS OF EMPLOYMENT

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
 - (b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
 - (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;
 - (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.
- (2) Notwithstanding the provisions of subclause 1 (1) (d), clauses 2 and 3 of this Agreement, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.
- (3) Notwithstanding the provisions of subclause (1), the terms of this agreement shall not apply to the following:
 - (a) The installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State.

- (b) The manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or method specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging.
 - (c) The manufacture of aluminium sheet and/or foil, and interrelated operations.
 - (d) The installation and/or repair and/or maintenance of electrical lifts and escalators.
 - (e) The production of iron and/or steel and/or ferro-alloys.
 - (f) The installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in clause 3 of Part 1 of the Agreement published under Government Notice No. R. 404 of 31 March 1998 in the Provinces of the Cape of Good Hope and the Orange Free State.
 - (g) The manufacture of tungsten carbide (hard metal).
 - (h) The assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures.
 - (i) The Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal.
 - (j) The installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State.
 - (k) The manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining.
 - (l) The undertaking of Union Steel Corporation of South Africa (Pty) Limited, in the Magisterial district of Vereeniging, Transvaal.
 - (m) The Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugerdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape.
 - (n) The production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton park and Pretoria.
 - (o) The undertaking of Billiton Aluminium S.A. (Pty) Ltd, in the Magisterial District of Lower Umfolozi.
 - (p) (i) The manufacture by mass-production methods from sheetmetal of a gauge not exceeding 2,108 mm of—
 - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;
 (ii) the manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs.
 For the purposes of this paragraph, "rigid tube" means a container and "container" means a plain or lithographed article designed for the packing for transport or sale of products, and capable of being closed by means of a lid or cap or any other type of closure.
 - (q) The manufacture from tinfoil of a gauge not exceeding 0,116 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinfoil.
 - (r) The erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice No. R. 404 of 31 March 1998.
 - (s) The servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, and learners in terms of Chapters IV of the Skills Development Act 97/1998, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
- (a) the provisions of the clauses relating to Leave Pay, Additional Leave Pay and Leave Enhancement Pay of Part I of the Agreement published under Government Notice No. R. 404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

- (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement.

For the purposes of this paragraph, "employed in a manufacturing or producing process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.

- (6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 44 hours per week.

2. 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 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 2003.

3. SPECIAL PROVISIONS

The provisions contained in clause 28 of the Agreement published under Government Notice No. R. 404 of 31 March 1998, as re-enacted and amended under Government Notices Nos. R. 1491 of 27 November 1998, R. 941 of 6 August 1999, R. 1128 of 17 November 2000 and R. 1051 of 26 October 2001 (hereinafter referred to as the "former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27, 29 to 43 of Part I and Part II of the former Agreement, shall apply to employers and employees.

PART II

5. ANNEXURE E: EXTENSION OF THE MAIN AGREEMENT TO THE FORMER TBVC INDEPENDENT STATES AND SELF-GOVERNING TERRITORIES

Substitute the following for the existing Annexure E:

"ANNEXURE E

EXTENSION OF THE MAIN AGREEMENT TO THE FORMER TBVC INDEPENDENT STATES AND SELF GOVERNING TERRITORIES

The Agreement is extended to the former TBVC independent states (Republics of Transkei, Bophuthatswana, Venda and Ciskei) and the former self-governing territories (KwaZulu, Qwaqwa, Lebowa, Gazankulu, KaNgwane and KwaNdebele).

The objectives are to make the terms and conditions of the Main Agreement applicable throughout the Republic of S.A. whilst retaining employment in these areas.

The following conditions apply:

- (1) The additional week's paid leave for qualifying employees in terms of clause 13 of this Agreement will become applicable from 1 July 2003.
- (2) The following minimum wage rate dispensation will apply:

Effective date	Applicable wage rate in terms of clause 3 (a) of Part II of this Agreement
1 July 2002	40% of the Main Agreement rate
1 July 2003	60% of the Main Agreement rate
1 July 2004	80% of the Main Agreement rate
1 July 2005	100% of the Main Agreement rate

Those individual companies which are unable to comply with the above minimum wage structure or other conditions of employment may apply to the Council for exemption to apply a lesser wage or from complying with other conditions in terms of the Council's exemption policy.

- (3) The magisterial district of Moretele is excluded from the operation of this Annexure. The Bargaining Council is the sole forum for the negotiation of conditions of employment contained in the Main Agreement in these regions. Existing commitments to engage in plant-level bargaining on these issues will not longer be in force."

Signed at Johannesburg for and on behalf of the parties this 12th day of April 2002.

C. M. HERR
Member

D. A. CARSON
Member

J. BEUKES
Council Secretary

No. R. 804**14 June 2002**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE WORSTED TEXTILE MANUFACTURING INDUSTRY,
KWAZULU-NATAL: EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Worsted Textile Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that industry, with effect from 24 June 2002, and for the period ending 30 June 2002.

M. M. S. MDLADLANA

Minister of Labour

No. R. 804**14 Junie 2002**

WET OP ARBEIDSVARHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE KAMSTOFTEKSTIELNYWERHEID: VERLENGING VAN
HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) wat die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Kamstoftekstielnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 24 Junie 2002, en vir die tydperk wat op 30 Junie 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**BARGAINING COUNCIL FOR THE WORSTED TEXTILE MANUFACTURING INDUSTRY
AMENDING AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

National Association of Worsted Textile Manufactures

and the

Worsted Spinning Manufactures Employers' 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 "employers" or the "trade union"), of the other part,

being the parties to the Bargaining Council for the Worsted Textile Manufacturing Industry,

to amend the Agreement published under Government Notice No. R. 805 of 31 August 2001.

PART A: APPLICATION**1. SCOPE OF APPLICATION**

1.1 This Agreement applies to all employers and all employees who are party to the Agreement and who are engaged in the Worsted Textile Manufacturing Industry in the Republic of South Africa, and for whom minimum wages are laid down in this Agreement.

1.2 This Agreement also applies to all other employers and all other employees covered by the definition of the Worsted Textile Manufacturing Industry.

2. PERIOD OF OPERATION

2.1 This Agreement shall come into operation—

- (a) in respect of the parties to the Agreement, on the date of signature;
- (b) in respect of non-parties, 10 days after the date of publication in the Gazette.

2.2 This Agreement shall remain in force until 30 June 2002.

3. EXCLUSIONS

The provisions of this Agreement do not apply to—

- 3.1 employees whose wages are not prescribed in the Wage Schedule contained in the Annexure to this Agreement;
- 3.2 non-parties in respect of clauses 1.1, 2.1 (a), 17 and 28.

4. PART E: EMPLOYEE BENEFITS

Insert the following clause after 15.4:

"15A. LONG SERVICE AWARD

Each employer must pay to any employee with more than one completed year of service an increase in the Long Service Award as provided in item 6 of the Annexure to this Agreement."

5. ANNEXURE

Substitute the following for the Annexure to the current Agreement:

"ANNEXURE

2001/2002

1. WAGE SCHEDULE

Grade	SPINNERS					VERTICLES				
	Old rate	Inc.	New rate	90% diff.	80% diff.	Old rate	Inc.	New rate	90% diff.	80% diff.
1.....	R 8,87	55c	R 9,42	R 8,47	R7,57	R 8,87	70c	R 9,57	R 8,61	R7,65
2.....	R 9,25	55c	R 9,81	R 8,82	R7,84	R 9,25	70c	R 9,96	R 8,96	R7,96
3.....	R 9,85	55c	R10,40	R 9,36	R8,32	R 9,85	70c	R10,55	R 9,45	R8,44
4.....	R10,80	55c	R11,35	R10,21	R9,08	R10,80	70c	R11,50	R10,35	R9,20

2. PROVIDENT FUND

- 2.1 All employers and employees must contribute to a registered retirement fund.
- 2.2 Every employee must contribute a minimum of 5% (five percent) of that employee's basic wage to the retirement fund.
- 2.3 Every employer must contribute an amount equivalent to the minimum of 6% (six percent) of each employee's basic wage to the retirement fund.

3. MAXIMUM ORDINARY HOURS OF WORK

The maximum ordinary hours of work shall be no more than 44 (forty four) hours per week.

4. ANNUAL LEAVE

An employee who has completed 12 (twelve) months' service with one employer shall be entitled to not less than 15 (fifteen) days paid leave.

5. COUNCIL LEVY

The employer must deduct an amount of R0,30 (thirty cents) from the weekly wages of each employee in respect of Council Levies and must add a like amount in respect of each employee. This amount is to be remitted to the Council by the 15th of each month following the month in which the deductions were made.

6. LONG SERVICE AWARD

All employers paying below the amount of R0,75 per week per year of completed year of service shall implement a R0,10 per week increase in the Long Service Award.

7. ANNUAL BONUS

Every employer must pay each employee a minimum annual bonus equivalent to two weeks' basic pay, in December of each year."

6. ATTESTATION

Thus done at East London on this 18th day of September 2001.

K. VALLANCE

for and on behalf of SPINNERS

J. GOLDBERG

for and on behalf of VERTICLES

B. KIVA

for and on behalf of SACTWU

No. R. 805

14 June 2002

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF B-COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 24 June 2002, and for the period ending 28 February 2003.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY****B-COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, 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)**South African Transport Workers' Union****Professional Transport Workers' Union of South Africa****South African Transport and Allied Workers' Union (SATAWU)**

and

Transport and Allied Worker's Union

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

being the parties to the National Bargaining Council for the Road Freight Industry,

to amend the Agreement published under Government Notice No. R. 205 of 1 March 2001, as amended and extended by Government Notices Nos. R. 269 of 23 March 2001 and R. 813 of 31 August 2001, R. 253 of 1 March 2002 and R. 535 of 3 May 2002.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Road Freight Industry—
 - (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 therein, respectively;
 - (b) in the Republic of South Africa, excluding the following Magisterial Districts: 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 1996 and 1 July 1972 (Government Notices Nos. 498 and 871 of 1 April 1996 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 of 26 July 1963 and 872 of 26 May 1972), 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 from whom minimum wages are prescribed on this 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; and

(b) an employer who operates one truck with one driver, and the employees employed by such employer.

(4) The provisions of clauses 1 (1) (a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions who entered into this Agreement.

2. 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 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2003.

3. CLAUSE 2: DEFINITIONS

(1) Amend the definition of "night shift" by deleting paragraph (ii).

4. CLAUSE 13: TERMINATION OF CONTRACT OF EMPLOYMENT

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

"(1) An employer or his employee, other than a relief employee, who wishes to terminate the contract of employment shall give not less than one week's notice in writing during the first six months of service, or pay, or forfeit in lieu thereof, an amount equal to one week's wages.

(2) An employer or his employee, other than a relief employee, who wishes to terminate the contract of employment, shall give not less than three weeks' notice in writing after the first six months of service, or pay, or forfeit in lieu thereof, an amount equal to three weeks' wages."

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

"(B) any agreement between an employer and employee that provides for a period of notice of equal duration on both sides and for longer than one week or three weeks, as the case may be: Provided that if an agreement has been entered into in terms hereof, the payment, or forfeiture in lieu of notice, shall be proportionate to the period of notice agreed upon."

5. CLAUSE 16: SUBCONTRACTING

(1) Number the existing subclause as (1) and insert the following new subclause (2):

"(2) Any employer to whom the terms of the Council's collective agreement apply, and who subcontracts work falling within the Council's registered scope, shall be jointly and severally liable with the subcontractor, for the subcontractors compliance with the terms of Council's collective agreements."

6. CLAUSE 40: SEVERANCE PAY

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

"(1) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay calculated in accordance with section 41 (2) of the Basic Conditions of Employment Act, 1997."

7. CLAUSE 41: SUGAR CANE SECTOR

(1) Delete subclause (e) and insert the following new subclauses (e), (f) and (g):

"(e) Employees who work a night shift in accordance with the definition in clause 2, shall receive R9 for every shift worked, with the proviso that where two different shifts qualify for a night shift allowance during a 24 hour period commencing at midnight, only those employees who worked the first shift shall qualify for payment of the night shift allowance.

(f) Employees who qualify for and receive a subsistence allowance, are excluded from qualifying for a night shift allowance.

(g) Consolidated allowance—

(i) all employees shall receive an allowance of R100 per calendar month, payable monthly in arrear, offset by any shift, accommodation, housing, rations or other allowances of a subsistence nature, paid to an employee. Where an employee commences or terminates services during a month, the consolidated allowance will be paid pro rata to his or her service;

(ii) the total of night shift allowances earned by an employee during a calendar month shall be offset against the consolidated allowance, up to an amount of R100, and any consolidated allowance or night shift allowance remaining after applying the offset, shall be paid to the employee."

8. NEW CLAUSE 46

Insert the following new clause 46:

"CLAUSE 46: TRUCK ASSISTANTS

(i) From the date of coming into operation of these amendments to this agreement, no employer shall employ any new employees in the capacity of truck assistants, as defined in clause 2.

- (2) The employment of all existing employees falling within the category of truck assistant, as defined in clause 2, will cease on or before the 28 February 2003, after which "truck assistant" as a defined job category will cease to exist."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 6th day of February 2002.

J. J. DUBE

Chairman of the Council

G. F. VAN NIEKERK

Vice-Chairman of the Council

B.S.E. GRATZ

Secretary of the Council

No. R. 805

14 Junie 2002

WET OP ARBEIDSVERHOUDINGE, 1995

PADVRAGNYWERHEID: UITBREIDING VAN B-KOLLEKTIEWE WYSIGINGSOORENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Wysigingsoorenkoms wat in die Bylae hierby verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 24 Junie 2002, en vir die tydperk wat op 28 Februarie 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID

B-KOLLEKTIEWE OORENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, 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)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers' Union (SATAWU)

en

Transport and Allied Worker's Union

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

wat die partye is by die Nasionale Bedingingsraad vir die Padvragnywerheid,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 205 van 1 Maart 2001, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 269 van 23 Maart 2001 en R. 813 van 31 Augustus 2001, R. 253 van 1 Maart 2002 en R. 535 van 3 Mei 2002.

1. TOEPASSINGSBESTEK

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

- (a) deur all werkgewers wat alle lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is, en wat onderskeidelik in genoemde Nywerheid betrokke en daarin werksaam is;
- (b) in die Republiek van Suid-Afrika uitgesonderd die volgende landdrosdistrikte: Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrosdistrikte van Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964, binne die landdrosdistrik Heidelberg, geval het, en uitgesonderd die gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1996 en 1 Julie 1972 (Goewermentskennisgewings Nos. 498 en 871 van onderskeidelik 1 April 1996 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 (Goewermentskennisgewings Nos. R. 556 en R. 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. R. 1105 en R. 872 van onderskeidelik 26 Julie 1963 en 26 Mei 1972), binne die landdrosdistrik Krugersdorp geval het], Oberholzer (uitgesonderd die gedeelte van die landdrosdistrik Oberholzer wat, voor die publikasie van Goewermentskennisgewing No. R. 1745 van 1 September 1978, binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. R. 2152 van 22 November 1974, binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van die gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing No. R. 1105 van 26 Julie 1963, binne die landdrosdistrik Randfontein, geval het, maar uitgesonderd die plaas Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereniging en Westonaria.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone voorgeskryf word by hierdie Ooreenkoms 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 sodanige voertuig in diens is; en

(b) 'n werkgewer wat een vragmotor met een drywer bedryf, en die werknemers in diens van sodanige werkgewer.

(4) Die bepalings van klousules 1 (1) (a) en 2 van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede van onderskeidelik die werkgewersorganisasie en die vakbonde is wat hierdie Ooreenkoms aangegaan het nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 28 Februarie 2003.

3. KLOUSULE 2: WOORDOMSKRYWING

(1) Wysig die woordoms krywing van "nagskof" deur paragraaf (ii) te skrap.

4. KLOUSULE 13: BEËINDIGING VAN DIENSKONTRAK

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

"(1) In die geval waar diens gedurende die eerste ses maande beëindig word, kan 'n werkgewer of 'n werknemer (uitgesonderd 'n afloswerker) die dienskontrak beëindig deur minstens een week skriftelik kennis te gee, of 'n bedrag te betaal of te verbeur wat gelyk is aan een week se loon.

(2) In die geval waar diens na ses maande beëindig word, kan 'n werkgewer of 'n werknemer (uitgesonderd 'n afloswerker) die dienskontrak beëindig deur minstens drie weke skriftelike kennis te gee, of 'n bedrag te betaal of te verbeur wat eiyk is aan drie weke se loon."

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

"(B) 'n ooreenkoms tussen 'n werkgewer en 'n werknemer waarin voorsiening gemaak word vir 'n kennisgewings-tydperk van diens van gelyke duur vir albei partye en vir langer as een week of drie weke na gelang van die geval: Met dien verstande dat indien 'n ooreenkoms ingevolge hierdie paragraaf aangegaan is, die betaling of verbeuring in plaas van kennisgewing in verhouding moet wees tot die kennisgewingstydperk waarvoor daar ooreengekom is."

5. KLOUSULE 16: SUBKONTRAKWERK

(1) Nommer die bestaande subklousule (1) en voeg die volgende nuwe subklousule (2) by:

"(2) Enige werkgewer op wie die bepalings van die Raad se Kollektiewe Ooreenkoms van toepassing is en wat subkontrakwerk verskaf wat binne die Raad se geregistreerde toepassingsbestek val, moet afsonderlik en gesamentlik aanspreeklik saam met die subkontraakteur aanvaar vir die subkontraakteurs se nakoming van die voorwaardes van die Raad se Kollektiewe Ooreenkoms."

6. KLOUSULE 40: SKEIDINGSLOON

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

"(1) 'n Werkgewer moet 'n werknemer wat weens redes gegrond op die werkgewer se bedryfsvereistes ontslaan word, 'n skeidingsloon betaal in ooreenstemming met die bepalings van artikel 41 (2) van die Wet op Basiese Diensvoorwaardeswet, 1997."

7. KLOUSULE 4: SUIKERRIETSEKTOR

(1) Skrap subklousule (e) en voeg die volgende nuwe subklousules (e), (f) en (g) by:

"(e) Werknemers wat 'n nagskof werk wat ooreenstem met die omskrywing daarvan in klousule 2, moet R9 ontvang vir elke skof gewerk op voorwaarde dat waar twee verskillende skofte vir 'n nagskoftoelae kwalifiseer gedurende 'n 24-uur-tydperk wat om middernag begin, slegs daardie werknemers wat die eerste skof werk, vir die nagskof-toelae kwalifiseer.

- (f) Werknemers wat vir 'n verbyftoelae kwalifiseer sodanige toelae ontvang, kwalifiseer nie vir 'n nagskoftoelae nie.
- (g) Gekonsolideerde toelae—
- (i) alle werknemers moet 'n toelae van R100 per kalendermaand ontvang wat maandeliks terugwerkend betaalbaar is en verreken word met wat enige skof-, verblyf-, behuisings-, rantsoene of enige ander toelae wat deel vorm van 'n onderhoudstoelae wat aan 'n werknemer betaal word. Indien 'n werknemer gedurende 'n maand diens aanvaar of verlaat moet die gekonsolideerde toelae pro rata volgens sy of haar diens aan hom of haar betaal word.
 - (ii) die totaal van die nagskoftoelae wat verdien word deur 'n werknemer gedurende 'n kalendermaand kan verreken word met die gekonsolideerde toelae tot 'n bedrag van R100 en enige gekonsolideerde toelae of nagskoftoelae wat oorbly nadat die verrekening gedoen is, moet aan die werknemer betaal word.”.

8. NUWE KLOUSULE 46

Voeg die volgende nuwe klausule 46 in:

“KLOUSULE 46: VRAGMOTOR-ASSISTENTE

- (i) Vanaf die datum van inwerkingtreding van die wysigings van hierdie Ooreenkoms mag geen werkgewer enige nuwe werknemer as vragmotor-assistente soos omskryf klausule 2 in diens neem nie.
- (2) Die diens van alle bestaande werknemers wat val onder die kategorie vragmotor-assistent soos omskryf in klausule 2, verval voor of op 28 Februarie 2003 waarna “vragmotor-assistent” as omskrewe werkkategorie beeindig word.”.

Vir en namens die partye by die Raad, op hede die 6de dag van Februarie 2002 te Johannesburg onderteken.

J. J. DUBE

Voorsitter van die Raad

G. F. VAN NIEKERK

Ondervoorsitter van die Raad

B.S.E. GRATZ

Sekretaris van die Raad

No. R. 806

14 June 2002

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF A-COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 24 June 2002, and for the period ending 28 February 2003.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

A-COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995, 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)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers' Union (SATAWU)

and

Transport and Allied Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Road Freight Industry.

to amend the Agreement published under Government Notice No. R. 186 of 1 March 2001, as amended and extended by Government Notices Nos. R. 265 of 23 March 2001, R. 812 of 31 August 2001 and R. 252 of 1 March 2002 and R. 536 of 3 May 2002.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Road Freight Industry—
 - (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 therein, respectively;
 - (b) in the Magisterial District of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial District of Boksburg and Brakpan which, prior to the publication of the Government Notice No. R. 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. R. 498 and R. 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. R. 556 and R. 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. R. 1105 of 26 July 1963 and R. 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication by Government Notice No. R. 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. R. 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. R. 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 this 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; and
 - (b) an employer who operates one truck with one driver, and the employees employed by such employer.
4. The provisions of clause 1 (1) (a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions who entered into this Agreement.

2. 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 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2003.

3. CLAUSE 2: DEFINITIONS

- (1) Amend the definition of "night shift" by deleting paragraph (ii).

4. CLAUSE 17: SEVERANCE PAY

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

"(1) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay calculated in accordance with section 41 (2) of the Basic Conditions of Employment Act, 1997."

5. CLAUSE 21: TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) Substitute the following for subclause (1) and (2):
 - "(1) An employer or his employee, other than a relief employee, who wishes to terminate the contract of employment shall give not less than one weeks' notice in writing during the first six months of service, or pay, or forfeit in lieu thereof, an amount equal to one weeks' wages.
 - (2) An employer or his employee, other than a relief employee, who wishes to terminate the contract of employment, shall give not less than three weeks' notice in writing after the first six months of service, or pay, or forfeit in lieu thereof, an amount equal to three weeks' wages."
- (2) Substitute the following subclause (3) (b):

"(b) any agreement between an employer and employee that provides for a period of notice of equal duration on both sides and for longer than one week or three weeks, as the case may be: Provided that if an agreement has been entered into in terms hereof, the payment, or forfeiture in lieu of notice, shall be proportionate to the period of notice agreed upon."

6 CLAUSE 26: SUGAR CANE SECTOR

(1) Delete subclause (e) and insert the following new subclauses (e), (f) and (g):

- "(e) Employees who work a night shift in accordance with the definition in clause 2, shall receive R9 for every shift worked, with the proviso that where two different shifts qualify for a night shift allowance during a 24 hour period commencing at midnight, only those employees who worked the first shift shall qualify for payment of the night shift allowance.
- (f) Employees who qualify for and receive a subsistence allowance, are excluded from qualifying for a night shift allowance.
- (g) Consolidated allowance:
- (i) All employees shall receive an allowance of R100 per calendar month, payable monthly in arrear, offset by any shift, accommodation, housing, rations or other allowances of a subsistence nature, paid to an employee. Where an employee commences or terminates service during a month, the consolidated allowance will be paid pro rata to his or her service.
- (ii) The total of night shift allowances earned by an employee during a calendar month shall be offset against the consolidated allowance, up to an amount of R100, and any consolidated allowance or night shift allowance remaining after applying the offset, shall be paid to the employee."

7. CLAUSE 32: SUBCONTRACTING

(1) Number the existing subclause as (1) and insert the following new subclause (2):

- "(2) Any employer to whom the terms of the Council's collective agreements apply, and who subcontracts work falling within the Council's registered scope, shall be jointly and severally liable with the subcontractor, for the subcontractors compliance with the terms of Council's collective agreements."

8. NEW CLAUSE 45.

Insert the following new clause 45:

"45. TRUCK ASSISTANTS

- (1) From the date of coming into operation of this agreement, no employer shall employ any new employees in the capacity of truck assistants, as defined in clause 2.
- (2) The employment of all existing employees falling within the category of truck assistants, as defined in clause 2, will cease on or before 28 February 2003, after which truck assistants as a defined job category will cease to exist."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 6th day of February 2002.

J. J. DUBE
Chairman of the Council

G. F. VAN NIEKERK
Vice-Chairman of the Council

B. S. E. GRATZ
Secretary of the Council

No. R. 806

14 Junie 2002

WET OP ARBEIDSVERHOUDINGE, 1995

PADVFRAGNYWERHEID: UITBREIDING VAN A-KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Wysigingsooreenkoms wat in die Bylae hierby verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 24 Junie 2002, en vir die tydperk wat op 28 Februarie 2003 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

BYLAE**NASIONALE BEDINGINGSRAAD VIR DIE PADVFRAGNYWERHEID****A-KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)
South African Transport Workers' Union
Professional Transport Workers' Union of South Africa
South African Transport and Allied Workers' Union (SATAWU)

en

Transport and Allied Workers' Union

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

wat die partye is by die Nasionale Bedingsraad vir die Padvragnerwerheid,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 186 van Maart 2001, soos gewysig, en verleng by Goewermentskennisgewings Nos. R. 265 van 23 Maart 2001, R. 812 van 31 Augustus 2001 en R. 252 van 1 Maart 2002 en R. 536 van 3 Mei 2002.

1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet in die Padvragnerwerheid nagekom word—
- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is, en wat onderskeidelik daarin betrokke en werksaam is;
 - (b) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd die gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. R. 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 (Goewermentskennisgewings Nos. R. 498 en R. 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 (Goewermentskennisgewings Nos. R. 556 en R. 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het), Krugersdorp (met inbegrip van die gedeeltes wat die landdrosdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennisgewings Nos. R. 1105 van 26 Julie 1963 en R. 872 van 26 Mei 1972), binne die landdrosdistrik Krugersdorp geval het), Oberholzer (uitgesonderd die gedeeltes van die landdrosdistrik Oberholzer wat voor die publikasie van Goewermentskennisgewing No. R. 1745 van 1 September 1978, binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. R. 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van gedeeltes van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing No. R. 1105 van 26 Julie 1963, binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwanpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.
2. Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone voorgeskryf word by hierdie Ooreenkoms 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 sodanige voertuig in diens is; en
 - (b) 'n werkgewer wat een vragmotor met een drywer bedryf, en die werknemers in diens van sodanige werkgewer.
4. Die bepalinge van klousules 1 (1) (a) en 2 van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede is van die werkgewersorganisasie en vakbonde wat die Ooreenkoms aangegaan het nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 28 Februarie 2003.

3. KLOUSULE 2: WOORDOMSKRYWING

- (1) Wysig die woordomskrywing van "nagskof" deur paragraaf (ii) te skrap.

4. KLOUSULE 17: SKEIDINGSLOON

- (1) Vervang subklousule (1) met die volgende:

"(1) 'n Werkgewer moet 'n werknemer wat weens redes gegrond op die werkgewer se bedryfsvereistes ontslaan word, 'n skeidingsloon betaal in ooreenstemming met die bepalinge van artikel 41 (2) van die Wet op Basiese Diensvoorwaardes, 1997."

5. KLOUSULE 21: BEÏNDIGING VAN DIENSKONTRAK

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

"(1) In die geval waar diens gedurende die eerste ses maande beëindig word, kan 'n werkgewer of 'n werknemer (uitgesonderd 'n affoswerker) die dienskontrak beëindig deur minstens een week skriftelike kennis te gee, of 'n bedrag te betaal of te verbeur wat gelyk is aan een week se loon.

- (2) In die geval waar diens na ses maande beëindig word, kan 'n werkgewer of 'n werknemer (uitgesonderd 'n afloswerker) die dienskontrak beëindig deur minstens drie weke skriftelike kennis te gee, of 'n bedrag te betaal of te verbeur wat gelyk is aan drie weke se loon.”.
- (2) Vervang subklousule (3) (b) deur die volgende:
- “(b) 'n Ooreenkoms tussen 'n werkgewer en 'n werknemer waarin voorsiening gemaak word vir 'n opseggingstydperk van gelyke duur vir albei partye en vir langer as een week of drie weke na gelang van die geval: Met dien verstande dat indien 'n ooreenkoms ingevolge hierdie paragraaf aangegaan is, die betaling of verbeuring in plaas van kennisgewing in verhouding moet wees tot die kennisgewingstydperk waarvoor daar ooreengekom is.”.

6. KLOUSULE 26: SUIKERRIETSEKTOR

- (1) Skrap subklousule (e) en voeg die volgende nuwe subklousules (e), (f) en (g) by:
- “(e) Werknemers wat 'n nagskof werk wat ooreenstem met die omskrywing daarvan in klousule 2, moet R9 ontvang vir elke skof gewerk op waarde dat waar twee verskillende skofte vir 'n nagskoftoelae kwalifiseer gedurende 'n 24-uur-tydperk wat om middernag begin slegs daardie werknemers wat die eerste skof werk, vir die nagskoftoelae kwalifiseer.
- (f) Werknemers wat vir 'n verblyftoelae kwalifiseer en sodanige toelae ontvang, kwalifiseer nie vir 'n nagskoftoelae nie.
- (g) Gekonsolideerde toelae:
- (i) Alle werknemers moet 'n toelae van R100 per kalendermaand ontvang wat maandeliks terugwerkend betaalbaar is en verreken word met enige skof-, verblyf-, behuising-, rantsoen- of ander toelaes wat deel vorm van 'n onderhoudstoelae wat aan 'n werknemer betaal word. Indien 'n werknemer gedurende 'n maand diens aanvaar of verlaat, moet die gekonsolideerde toelae pro rata volgens sy of haar diens aan hom of haar betaal word.
- (ii) Die totaal van die nagskoftoelae wat 'n werknemer gedurende 'n kalendermaand verdien moet verreken word met die gekonsolideerde toelae tot 'n bedrag van R100, en enige gekonsolideerde toelae of nagskoftoelae wat oorbly nadat die verrekening gedoen is, moet aan die werknemer betaal word.”.

7. KLOUSULE 32: SUBKONTRAKWERK

- (1) Nommer die bestaande subklousule (1) en voeg die volgende nuwe subklousule (2) by:
- “(2) Enige werkgewer op wie die bepalings van die Raad se kollektiewe ooreenkomste van toepassing is en wat subkontrakwerk verskaf wat binne die Raad se geregistreerde toepassingsbestek val, moet afsonderlik en gesamentlik aanspreeklikheid saam met die subkontraakteur aanvaar vir die subkontraakteurs se nakoming van die voorwaardes van die Raad se kollektiewe ooreenkomste.”.

8. NUWE KLOUSULE 45.

- (1) Voeg die volgende nuwe klousule 45 by:

“45. VRAGMOTOR-ASSISTENTE

- (1) Vanaf die datum van inwerkingtreding van die wysiging van hierdie Ooreenkoms mag geen werkgewer enige nuwe werknemer as vragmotor-assistent soos omskryf in klousule 2 in diens neem nie.
- (2) Die diens van alle bestaande werknemers wat val onder die kategorie vragmotor-assistent soos omskryf in klousule 2, verval voor of op 28 Februarie 2003 waarna “vragmotor-assistent” as omskrewe werkkategorie beëindig word.”.

Vir en namens die partye by die Raad, op hede die 6de dag van Februarie 2002 te Johannesburg onderteken.

J. J. DUBE

Voorsitter van die Raad

G. F. VAN NIEKERK

Ondervoorsitter van die Raad

B. S. E. GRATZ

Sekretaris van die Raad

DEPARTMENT OF MINERALS AND ENERGY DEPARTEMENT VAN MINERALE EN ENERGIE

No. R. 787

14 June 2002

CORRECTION NOTICE

The Schedule of corrections to Government Notice No. R. 134 appearing in *Government Gazette* No. 22055 of 9 February 2001 is hereby published for general information.

P. MLAMBO-NGCUKA

Minister of Minerals and Energy

SCHEDULE

1. In the heading to Chapter 23, substitute the words "ACCIDENTS AND DANGEROUS OCCURENCES" for the words "REPORTING OF ACCIDENTS AND DANGEROUS OCCURENCES."
2. In regulation 23.4 (h) (iii) substitute the word "Form" for the word "from" where it appears in the fourth line of the subparagraph.
3. In regulation 23.7 substitute the Roman numeral "(iii)" with Roman numeral "(ii)" where it appears in the second paragraph.

No. R. 788**14 June 2002****REGULATIONS UNDER THE MINE HEALTH AND SAFETY ACT, 1996 (ACT No. 29 OF 1996)**

In terms of section 98 (1) (s) of the Mine Health and Safety Act, 1996 (Act No. 29 of 1996), I, Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby make the Regulation in the Schedule.

P. MLAMBO-NGCUKA**Minister of Minerals and Energy****SCHEDULE**

The whole of Chapter 25 and regulation 10.6.8 of the Minerals Act Regulations are hereby repealed by Chapter 23 of the Mine Health and Safety Regulations, published in Government Notice No. R. 134 appearing in *Government Gazette* No. 22055 of 9 February 2001.

No. R. 786

14 June 2002

**REGULATIONS UNDER THE MINE HEALTH AND SAFETY ACT, 1996
(ACT 29 OF 1996)**

In terms of section 98(1)(s) of the Mine Health and Safety Act, 1996 (Act 29 of 1996), I Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby make the Regulations in the Schedule.

The baseline audiogram in terms of regulation 11.4(4) must be conducted and recorded by no later than 16 November 2003 in respect of employees in employment at a mine on the date of publication of this Government Notice. For any employee employed after that date and in respect of whom a valid baseline audiogram has not been recorded, the time period in regulation 11.4(4) must be complied with.



**MS P MLAMBO-NGCUKA
MINISTER MINERALS AND ENERGY**

SCHEDULE

CHAPTER 11

OCCUPATIONAL MEDICINE

11.4 NOISE

System of Medical Surveillance

- 11.4(1) The *employer* must establish and maintain a system of *medical surveillance*, as contemplated in section 13, of all *employees* in any *working place* where the equivalent, continuous A-weighted sound pressure level, normalised to an eight hour working day or a forty hour working week, is equal to or exceeds 85 dB(A).

Types of Audiograms

- 11.4(2) The system of *medical surveillance* contemplated in regulation 11.4 (1) must consist of a baseline **audiogram**, periodic **audiograms** and an exit **audiogram**.
- 11.4(3) A competent person must perform all **audiograms**.

Baseline Audiogram

- 11.4(4) A baseline **audiogram** must be recorded before an *employee* commences employment or within 30 days of commencement of employment in any *working place* contemplated in regulation 11.4(1).
- 11.4(5) Testing for the baseline **audiogram** must not be done within 16 hours from when an *employee* has been exposed to an environment in which the noise

level was equal to or exceeded 85 dB(A). The use of hearing protection devices to effect this attenuation will not be acceptable.

- 11.4(6) The baseline **audiogram** is the better of the *employee's* two **audiograms** performed on the same day and that do not differ from each other by more than 10 dB for any of the following measured test frequencies, i.e. 0.5, 1, 2, 3, and 4 kilohertz (kHz).
- 11.4(7) If it is impossible to obtain two **audiograms** that comply with the requirements of regulation 11.4 (6), the *employees* must be referred to a competent person to establish baseline-hearing levels in accordance with regulation 11.4 (6).
- 11.4(8) If it is impossible for the competent person to establish baseline-hearing levels as contemplated in regulation 11.4 (7), the competent person may establish baseline-hearing levels by using other techniques, such as speech reception thresholds.

Periodic Audiograms

- 11.4(9) The *employer* must ensure that a periodic **audiogram** is obtained at least annually for all *employees* subject to *medical surveillance* in terms of regulation 11.4(1).
- 11.4(10) The periodic **audiogram** contemplated in regulation 11.4(9) must be performed at least 16 hours after any exposure of the *employees* to a noise level equal to or exceeding 85 dB(A.) Use of appropriate hearing protection devices to reduce exposure will be acceptable.

Exit Audiogram

- 11.4(11) In addition to the exit medical examination for the purposes of section 17, the *employer* must arrange

an **audiogram** for every employees subject to *medical surveillance* in terms of regulation 11.4 (1) and who is permanently transferred to a *working place* in respect of which *medical surveillance* is not required under regulation 11.4(1).

- 11.4(12) An **audiogram** conducted within the preceding six months may be used as an exit **audiogram** for purposes of section 17 or regulation 11.4(11).

CHAPTER 20

DEFINITIONS

20. "**Audiogram**" means a chart, graph or table indicating the hearing threshold levels of an individual as a function of frequency (viz. 0.5, 1, 2, 3, 4, 6 and 8 kilohertz), as determined during a measurement of a person's hearing threshold levels by means of monaural, pure-tone, air-conduction threshold tests;

CHAPTER 22

SCHEDULES

22.15(11)(a) "**Competent person**" for purposes of sub-regulation 11.4(3) means:

- (i) A person registered with the Health Professions Council in any of the following three categories:
 - (a) as an ear, nose and throat specialist;
 - (b) in speech therapy and audiology; or
 - (c) as an occupational medical practitioner; or
- (ii) A person qualified in audiometric techniques from an institution registered with the relevant Education and Training Quality Assurer (ETQA) registered in terms of the South African Qualifications Authority Act (Act No. 58 of 1995).

22.15(11)(b) "**Competent person**" for purposes of sub-regulations 11.4(7) and 11.4(8) means

- (i) A person registered as an audiologist with the Health Professions Council.

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Publications: Tel: (012) 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737
Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001
Publikasies: Tel: (012) 334-4508, 334-4509, 334-4510
Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504
Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737
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