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## GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

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### DEPARTMENT OF HEALTH DEPARTEMENT VAN GESONDHEID

No. R. 1144

8 October 2004

#### FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT NO. 54 OF 1972)

#### REGULATIONS RELATING TO OBJECTS INTENDED FOR CHILDREN IN FOODSTUFFS

The Minister of Health intends, in terms of section 15(1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), to make the regulations in the Schedule.

Interested persons are invited to submit any substantiated comments or representations on the proposed regulations to the Director-General of Health, Private Bag X828, Pretoria, 0001 (for the attention of the Director: Food Control), within three months of the date of publication of this notice.

#### SCHEDULE

##### Definitions

1. In these regulations, any expression defined in the Act bears that meaning and, unless the context indicates otherwise –

**"bioavailability"** means the soluble extract of an element or substance that has toxicological significance;

**"flammable"** means the ability of any object or material to burn with a blaze under specific test conditions;

**"hazard"** means any object or material that may be detrimental or may contain a biological, chemical or physical agent capable of causing adverse effects to the health of its user or a third party or both its user and a third party;

**"ISO"** means the International Standards Organization;

**"normal use"** means expected favourable play conditions which are in accordance with the instructions that may accompany the toy, or evident from the appearance of the toy, or established by tradition;

**"reasonably foreseeable abuse"** means anticipated excessive play conditions, which are not normal use, to which a toy could be subjected by a child under the age of three years;

**"SABS"** means the South African Bureau of Standards referred to in the Standards Act, 1993 (Act No. 29 of 1993);

**"the Act"** means the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972); and

**"toy"** means any object, product, material or part thereof designed or clearly intended for use in play or any activity by children under the age of three years, which is packaged in foodstuffs.

**General specifications**

2. (1) Toys that are wrapped before packaging in a foodstuff shall be properly wrapped, and the wrapping material shall not affect the chemical composition of the foodstuff.
- (2) A toy shall be regarded as safe for the purposes of these regulations if, when used in a foreseeable way and having regard to the normal behaviour of children under the age of three years, it does not jeopardize the safety or health of the user or any third party.
- (3) Foodstuffs that have toys packaged inside them shall be clearly labelled to indicate the presence of toys.

**Essential safety requirements for toys**

3. All toys in foodstuffs shall comply with the following safety requirements-
- (1) Toys that are designed to be disassembled or pieces of which may break off during normal use or during reasonably foreseeable abuse shall not be of a size that creates a hazard if they are swallowed or inhaled, or come into contact with the skin, mucous tissues or eyes.
- (2) Toys shall be visually clean and free from any kind of infestation.
- (3) Toys shall conform to the SABS standard on the 'Safety of Toys' and shall be tested to simulate reasonably foreseeable abuse in order to ensure that hazards are not generated as a result of normal wear and tear or deterioration.
- (4) Testing shall be done in accordance with the appropriate test methods outlined in clauses 5.1, 5.2 and 5.3 of the ISO 8124-1:2000 standard on the 'Safety of Toys (Part 1)'. Such tests shall be carried out in an anticipated use environment and shall be intended to expose potential hazards rather than to demonstrate the reliability of such a toy.
- (5) Toys shall not contain flammable gases, flammable liquids or extremely flammable solids.

**Bioavailability and concentration limits for certain elements in toys**

4. Metals or elements in column I of the table below with their bioavailability as outlined in column II shall not exceed the corresponding concentration limits outlined in column III if used in toys.

<b>Metal</b>	<b>Bioavailability (µg)</b>	<b>Maximum limit (g/kg)</b>
Antimony	1,4	0,6
Arsenic	0,1	0,25
Barium	25	10
Cadmium	0,6	0,75
Chromium	0,3	0,6
Lead	0,7	0,9
Mercury	0,5	0,6
Selenium	5,0	5,0



**Restrictions**

5. With respect to these regulations, no person shall sell, manufacture or import for sale any foodstuff which contains toys that –
- (1) may generate potential hazards under normal use;
  - (2) may be detrimental to the health or users or third parties under reasonably foreseeable abuse;
  - (3) may affect the chemical composition of the foodstuff; or
  - (4) do not comply with the essential safety requirements contained in these regulations.

  
**M E TSHABALALA-MSIMANG**  
**MINISTER OF HEALTH**

No. R. 1145

8 October 2004

**FOODSTUFFS, COSMETICS AND DISINFECTANTS ACT, 1972 (ACT NO. 54 OF 1972)**

**REGULATIONS GOVERNING TOLERANCE FOR FUNGUS-PRODUCED TOXINS IN FOODSTUFFS**

The Minister of Health has, in terms of section 15 (1) of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No.54 of 1972), made the regulations in the Schedule.

**SCHEDULE**

**Definitions**

1. In these regulations, "**the Act**" refers to Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972, and any expression to which the meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise –

"**Ergot sclerotia**" means the sclerotia of the fungus *Claviceps purpurea*;

"**further processing**" means the processing of raw shelled peanuts intended for direct human consumption.

**Restrictions**

2. For the purposes of section 2(1)(b)(i) of the Act, in so far as it is applied to and is applicable to foodstuffs, the following foodstuffs are hereby deemed to be contaminated, impure or decayed –

- (a) Peanuts intended for further processing, which contain more than 15 µg/kg of aflatoxin (total);
- (b) all foodstuffs, ready for human consumption, which contain more than 10 µg/kg of aflatoxin, of which aflatoxin B<sub>1</sub> is more than 5 µg/kg;
- (c) milk containing more than 0.05 µg/l of aflatoxin M<sub>1</sub>;
- (d) wheat, rye, barley and oats which contain more than 0.02% (m/m) of *Ergot sclerotia*; and
- (e) apple juices and apple juice ingredients in other beverages containing more than 50 µg/l of patulin.

### Enforcement

3. The sampling plan for the analysis of total aflatoxins in peanuts intended for further processing to be used for enforcement and control in terms of these regulations shall be in accordance with the provisions laid down by the *Joint Food and Agricultural Organization/World Health Organization (FAO/WHO) Food Standards Programme's Codex Alimentarius Commission*, i.e. Sampling Plan for Aflatoxins in Peanuts Intended for Further Processing (CODEX STAN 209 of 1999 as revised in 2001).

### Repeal

4. The regulations published under Government notice No. R. 313 of 16 February 1990 as amended by Government Notices No. R. 614 of 23 March 1990, No. R. 830 of 20 March 1992 and No. R. 1143 of 4 August 1995 are hereby repealed.

  
**ME TSHABALALA-MSIMANG**  
**MINISTER OF HEALTH**

No. R. 1145

8 Oktober 2004

WET OP VOEDINGSMIDDELS, SKOONHEIDSMIDDELS EN  
ONTSMETTINGSMIDDELS, 1972 (WET NO. 54 VAN 1972)

REGULASIES BETREFFENDE TOLERANSIES VIR TOKSIENE VEROORSAAK  
DEUR SWAMME IN VOEDINGSMIDDELS

Die Minister van Gesondheid het kragtens artikel 15(1) van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), die regulasies in die Bylae uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie regulasies, beteken "die Wet" die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet No. 54 van 1972), en het 'n uitdrukking waaraan in die Wet 'n betekenis geheg is, daardie betekenis en, tensy uit die samehang ander blyk, beteken –

"*Ergotsklerotia*" die sklerotia van die swam *Claviceps purpurea*;

"verdere prosessering" die prosessering van rou afgedopte grondbone bedoel vir direkte menslike gebruik.

Beperkings

2. Vir die doeleindes van artikel 2(1)(b)(i) van die Wet, in soverre dit toegepas word op en van toepassing is op voedingsmiddels, word die volgende voedingsmiddels hierby geag besmet, onsuiver of bederf te wees –



- (a) Grondbone bedoel vir verdere prosessering, wat meer as 15 µg/kg aflatoksien (totaal); bevat;
- (b) alle voedingsmiddels, gereed vir menslike verbruik, wat meer as 10 µg/kg aflatoksien waarvan die aflatoksien B<sub>1</sub>, meer as 5 µg/kg is;
- (c) melk wat meer as 0.05 µg/l aflatoksien M<sub>1</sub> bevat;
- (d) koring, rog, gars en hawer wat meer as 0.02% (m/m) *Ergotsklerotia* bevat; en
- (e) appelsappe en appelsapbestanddele in ander drankte wat meer as 50 µg/l patulien bevat.

### Toepassing

3. Die monsternemingsplan vir die ontleding van die totale hoeveelheid aflatoksiene in grondbone bedoel vir verdere prosessering, wat gebruik moet word by toepassing en beheer ingevolge hierdie regulasies moet in oorstemming wees met die bepalinge soos neergelê deur die *Joint Food and Agricultural Organization/World Health Organization (FAO/WHO)* se *Food Standards Programme's Codex Alimentarius Commission*, dit wil sê die Monsternemingsplan vir Aflatoksiene in Grondbone bedoel vir Verdere Prosessering (CODEX STAN 209 van 1999 soos hersien in 2001).

### Herroeping

4. Die regulasies afgekondig by Goewermentskennisgewing No. R. 313 van 16 Februarie 1990 soos gewysig by Goewermentskennisgewings Nos. R. 614 van 23 Maart van 1990, No. R. 830 van 20 Maart 1992 en No. R. 1143 van 4 Augustus 1995 word hierby herroep.



**ME TSHABALALA-MSIMANG**  
**MINISTER VAN GESONDHEID**

**DEPARTMENT OF LAND AFFAIRS  
DEPARTEMENT VAN GRONDSAKE**

No. R. 1137

8 October 2004

**CORRECTION NOTICE**

Government Notice No. R. 1096 published in Government Gazette No. 26800 of 23 September 2004 is hereby corrected by the substitution for subregulation (1D) of regulation 68 of the Afrikaans version, of the following subregulation :

“(1D) Die bepalings van subregulasie (1A) is nie van toepassing nie op ‘n akte ten opsigte van grond deur die Minister van Grondsake gehou –

- (a) in trust vir enige persoon of persone;
- (b) vir enige genomineerde of genomineerdes;
- (c) vir of ten behoeve van enige ander persoon of persone,

en wat geregistreer is in die naam van die Staat, ‘n Minister of enige beampte van die Staat; of

- (d) op grond wat deur die Minister van Grondsake geadministreer word.”.

No. R. 1137

8 Oktober 2004

**REGSTELLINGKENNISGEWING**

Goewermenskennisgewing No. R. 1096 gepubliseer in Staatskoerant No. 26800 van 23 September 2004 word hierby reggestel deur subregulasie (1D) van regulasie 68 van die Afrikaanse weergawe, deur die volgende subregulasie te vervang :

“(1D) Die bepalings van subregulasie (1A) is nie van toepassing nie op ‘n akte ten opsigte van grond deur die Minister van Grondsake gehou –

- (a) in trust vir enige persoon of persone;
- (b) vir enige genomineerde of genomineerdes;
- (c) vir of ten behoeve van enige ander persoon of persone,

en wat geregistreer is in die naam van die Staat, ‘n Minister of enige beamppte van die Staat; of

- (d) op grond wat deur die Minister van Grondsake geadministreer word.”.
-

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

**No. R. 1139****8 October 2004**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: EXTENSION OF PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION 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 Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal 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 18 October 2004, and for the period ending 31 July 2006.

**M.M.S. MDLADLANA****Minister of Labour****No. R. 1139****8 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN VOORSORGFONDS EN STERFTBYSTANDSVERENIGING 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 Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal, 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 18 Oktober 2004, en vir die tydperk wat op 31 Julie 2006 eindig.

**M.M.S. MDLADLANA****Minister van Arbeid**

LABOUR RELATIONS ACT, 1995

**FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: AMENDMENTS TO PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AGREEMENT**

**SCHEDULE**

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL  
PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AGREEMENT**

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

**KwaZulu-Natal Furniture Manufacturers' Association**

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

**National Union of Furniture and Allied Workers of South Africa**

and the

**Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union**

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

being the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal,

to amend the Provident Fund and Mortality Benefit Association Collective Agreement under Government Notice No. R. 244 dated 27 February 2004.



### 1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—
- by all employers who are members of the employer's organisation and by all employees who are members of the trade union, who are engaged or employed therein;
  - in Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;
  - in Area B, which consists of the Magisterial Districts of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle; and
  - in Area C, which consists of the remainder of the Province of KwaZulu-Natal.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—
- apply only in respect of employees for whom minimum wages are prescribed in the Main Collective Agreement and to working partners, directors or members as defined in the Main Collective Agreement;
  - apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder;
  - not apply to any employee or working partner, director or member who at the date of the coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing pension and/or provident benefits, which is in existence on the said date and in which the employer of that employee is on the said date of participant, or to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which the other fund provides are on the whole not less favourable than the benefits provided by the Council's fund.
- (3) Notwithstanding the provisions of this clause, employers who carry on not more than one business within the scope of application of this Agreement and who employ fewer than five employees at all times in connection with such business, shall be entitled to the phasing-in concessions contained in clause 1 (3) of the Main Collective Agreement: Provided that for the purpose of giving effect to clause 13 (1) (d) of this Agreement, the contribution shall be based on the wage prescribed for the highest paid employee in Schedule A of the Main Collective Agreement.
- (4) The provisions of subclause (3) shall not apply where an employer has more than four employees in his employ at the date of the coming into operation of this Agreement, and subsequently reduces this number of employees to fewer than five.
- (5) The terms of this Agreement shall not apply to non-parties in respect of clause 1 (1) (a).

### 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, as amended in respect of non-parties, and shall remain in force until 31 July 2006.

### 3. CLAUSE 15. INTEREST AND BONUSES—CLAUSE 15 (3) (C)

For clause 15 (3) (c) and (d), substitute the following:

- “(c) For the purposes of this clause, every member of the Fund shall receive interest and a bonus in terms of subclauses (2) and (3), irrespective of whether the amount standing to their credit has become due and payable, or subject to an application for withdrawal: Provided that in the event that a claim for the payment of benefits is lodged after the period as contemplated in clause 14 (1) (a), a similar procedure be followed for the calculation of interest as prescribed under clause 15 (3) (d).
- (d) After the allocation of interest and bonuses in terms of subclauses (2) and (3) and in the event of these benefits becoming due and payable, and upon payment of such benefit before the succeeding 28 February, a member shall be entitled to interest as from 28 February immediately prior to the date of payment up to such date when the six-month period lapses as contemplated by clause 14 (1) (a). The rate of interest shall be determined by the Committee in terms of subclause (2)”.

Signed at Durban on this 27th day of May 2004.

**B. NEETHLING**  
Chairperson

**G. MOONSAMY**  
Vice-Chairperson

**G. J. P. BLIGNAUT**  
Secretary of the Council

**No. R. 1140****8 October 2004**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: MAIN COLLECTIVE AGREEMENT FOR THE NON-METRO AREAS**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1001 of 25 July 2003, R. 214 of 20 February 2004 and R. 507 of 30 April 2004, with effect from 11 October 2004.

**M. M. S. MDLADLANA**

Minister of Labour

**No. R. 1140****8 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: HOOF KOLLEKTIEWE OOREENKOMS VIR DIE NIE-METRO STREKE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing Nos. R. 1001 van 25 Julie 2003, R. 214 van 20 Februarie 2004 en R. 507 van 30 April 2004 in, met ingang van 11 Oktober 2004.

**M. M. S. MDLADLANA**

Minister van Arbeid

**No. R. 1141****8 October 2004**

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE NON-METRO AREAS**

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 Clothing 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 11 October 2004, and for the period ending 30 June 2005.

**M. M. S. MDLADLANA**

Minister of Labour

**No. R. 1141****8 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING VAN HOOF KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE NIE-METRO STREKE 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 Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid 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 11 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY,  
MAIN COLLECTIVE AGREEMENT FOR THE NON-METRO AREAS**

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

**Cape Clothing Association**

**Eastern Province Clothing Manufacturers' Association**

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

**Lower South Coast Clothing Manufacturers' Association**

**Natal Clothing Manufacturers' Association**

**Northern Decentralised Clothing Manufacturers' Association**

**Northern KwaZulu-Natal Clothing Manufacturers' Association**

**QwaQwa Clothing Manufacturer's Association**

**Transvaal Clothing Manufacturers' Association**

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

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

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

being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

**1. SCOPE OF APPLICATION**

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged and employed in the said Industry, and by any employers' organisation and its members which may be admitted to membership of the Bargaining Council during the currency of this Agreement;
- (b) in all areas of the Republic of South Africa excluding those areas or Magisterial Districts covered by the scopes of the bargaining councils which amalgamated on 23 May 2002 to establish the current National Bargaining Council for the Clothing Manufacturing Industry, including those referred to below, and excluding those garment knitting establishments which fall within the scope of the Main Collective Agreement for the Northern Region (Knitting) as set out below and also those clothing establishments which fall within the scope of the Main Collective Agreement for the Northern Region (Clothing) and the Fund Collective Agreement for the Northern Region, as detailed below. The exclusions referred to are as follows:
  - (i) In the Province of the Eastern Cape—
    - (aa) Port Elizabeth, including that portion of Hankey which, prior to the publication of Government Notice No. R. 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth, and that portion which was transferred by the publication of Government Notice No. R. 1687 of 5 September 1975 to Uitenhage, and excluding that portion of Hankey which was transferred by Government Notice No. 1974 of 26 September 1980 to Port Elizabeth; and
    - (bb) East London, including that portion which was transferred to Mdantsane by Government Notice No. R. 1481 of 27 August 1971, excluding those portions of the Ciskei that were transferred to East London by Government Notice No. R. 1877 of 4 September 1981 and Government Notice No. R. 1079 of 10 June 1988 and including that portion that was transferred to Ciskei by Government Notice No. R. 2354 of 5 October 1990.
  - (ii) in the Province of KwaZulu-Natal—
 

the Magisterial Districts of Chatsworth, Durban, Inanda, Lower Tugela, Pietermaritzburg and Pinetown;
  - (iii) in the Province of the Free State—
 

the Magisterial Districts of Bloemfontein, Frankfort, Kroonstad, Parys and Vredefort;
  - (iv) in the Province of the Northern Cape—
 

the Magisterial District of Kimberley;

(v) in the Province of Gauteng—

the Municipal Area of Pretoria and the Magisterial Districts of Alberton, Benoni, Germiston, Johannesburg and Roodepoort, but only in respect of garment knitting establishments which fall within the scope of application of the Main Collective Agreement for the Northern Region (Knitting);

(vi) as far as the scope of application of the Main Collective Agreement for the Northern Region (Clothing) and the Fund Collective Agreement for the Northern Region is concerned—

the Province of the Transvaal, as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 2000 of 1993), but only in respect of clothing establishments which fall within the scope of application of the Main Collective Agreement for the Northern Region (Clothing) and the Fund Collective Agreement for the Northern Region;

(vii) in the Province of the Western Cape—

the Magisterial Districts of Bellville, George, Goodwood, Malmesbury (including that portion from which the Magisterial District of Moorreesburg was constituted on 29 November 1985 by Government Notice No. 2649), Simonstown, Somerset West, Strand, The Cape, Worcester and Wynberg, including those portions of the Magisterial Districts of Bellville, Goodwood, Simonstown and Wynberg from which the Magisterial District of Mitchells Plain was constituted on 2 March 1992.

(c) insofar as those areas or Magisterial Districts covered by the scopes of the bargaining councils which amalgamated on 23 May 2002 to establish the current National Bargaining Council for the Clothing Manufacturing Industry are concerned, should one or more Magisterial Districts have been inadvertently omitted from subclause (b) (i)–(vii) above, the overriding test as to whether a particular Magisterial District is excluded from the provisions of this Agreement or not, is whether such Magisterial District was covered by the geographical scope of the bargaining councils which amalgamated to form the National Bargaining Council for the Clothing Manufacturing Industry on 23 May 2002.

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

(a) apply in respect of employees for whom wages are prescribed in this Agreement; and

(b) apply to every employer in the Clothing and Garment Knitting sectors as defined herein and to all employees in these sectors: Provided that the terms of this Agreement shall not apply to employees whose basic wages exceed two and a half times the wage rate for a qualified Category B employee or whose occupation is paid monthly and of a managerial, specialist technical or non-production related nature.

(3) (a) The purpose of this Agreement shall be to establish levels of remuneration and other conditions of employment for employees without seeking to restrict entrepreneurial initiative and employment opportunities.

(b) Employers employing five or fewer employees shall upon application to the Council in terms of clause 31, be exempted from the provisions of this Agreement.

(c) Where an employer or an employee can satisfy the Council that any of the provisions of this Agreement unduly restrict entrepreneurial initiative and/or employment opportunities, such employer or employee may apply to the Council for exemption from those specific provisions in terms of clause 31 of this Agreement.

(4) Clause 1 (1) (a), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade union, respectively.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 32 (2) of the Labour Relations Act, 1995, and shall remain in force until 30 June 2005.

## 3. SPECIAL PROVISIONS

The provisions of clauses 34 (5) of the Agreement published under Government Notice No. R. 1001 of 25 July 2003, as amended by Government Notices Nos. R. 214 of 20 February 2004 and R. 507 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

## 4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 34 (4) and 34 (6) to 41 of the Former Agreement (as further amended and re-enacted from time to time), shall apply to employers and employees.

## 5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following after the definition of "commission work":

“**‘complying employer’** means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council.”



**6. CLAUSE 4 OF THE FORMER AGREEMENT: REMUNERATION**

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

"(1) **Minimum wages:** The minimum wages which an employer shall pay to employees shall be as specified herein: Provided that if a new employer, as defined in clause 3, has been engaged in the Industry for a period of not more than 12 months, such wages may be reduced by not more than 10 per cent during such period, whereafter the minimum wages specified herein shall become payable:

Category/Occupation	In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage		In all other areas	
	Wage rate per week		Wage rate per week	
	For the period ending 31-12-04	From 01-01-05	For the period ending 31-12-04	From 01-01-05
<b>CATEGORY A</b>				
0-6 months .....	279,05	282,85	216,52	220,42
Thereafter.....	311,95	316,20	240,23	244,56
<b>CATEGORY B</b>				
0-6 months .....	282,34	286,19	218,98	222,92
7-12 months .....	307,59	311,78	237,28	241,55
13-18 months .....	333,39	337,93	254,88	259,47
Thereafter.....	366,95	371,95	277,76	282,76
<b>CATEGORY C</b>				
0-6 months .....	315,33	319,63	242,56	246,93
7-12 months .....	358,16	363,04	271,78	276,68
13-18 months .....	401,00	406,46	301,00	306,42
19-24 months .....	443,32	449,36	332,61	338,60
Thereafter.....	468,15	492,77	364,75	371,32
<b>CATEGORY D</b>				
0-6 months .....	315,33	319,63	242,56	246,93
7-12 months .....	346,81	351,54	264,03	268,79
13-18 months .....	389,13	394,43	285,86	291,01
19-24 months .....	410,29	415,88	307,83	313,38
Thereafter.....	476,35	482,84	357,39	363,83
<b>CATEGORY E</b>				
0-6 months .....	337,01	341,60	257,34	261,98
7-12 months .....	387,07	392,34	291,50	296,75
13-18 months .....	443,83	449,88	333,01	339,01
19-24 months .....	501,13	507,96	375,98	382,75
Thereafter.....	562,02	569,68	421,67	429,27

Category/Occupation	In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage		In all other areas	
	Wage rate per week		Wage rate per week	
	For the period ending 31-12-04	From 01-01-05	For the period ending 31-12-04	From 01-01-05
<b>BAND KNIFE CUTTER</b>				
0-6 months .....	298,82	302,89	231,29	235,46
7-12 months .....	330,82	335,33	253,12	257,68
13-18 months .....	361,26	366,18	273,89	278,82
19-24 months .....	395,32	400,71	297,12	302,47
Thereafter.....	446,93	453,02	335,32	341,36
<b>CLERK</b>				
0-6 months .....	309,14	313,35	238,33	242,62
7-12 months .....	349,40	354,16	265,80	270,59
13-18 months .....	381,90	387,10	287,98	293,17
Thereafter.....	455,19	461,39	341,52	347,67
<b>ASSISTANT HEAD CUTTER</b>	542,41	549,80	406,96	414,29
<b>HEAD CUTTER</b>	678,14	687,38	508,80	517,97
<b>FOREPERSON</b>	596,37	604,50	465,12	473,50
<b>WATCHPERSON</b>	379,33	384,50	286,21	291,37
<b>DRIVER 1 (454 kg)</b>	356,62	361,48	270,72	275,60
<b>DRIVER 2 (454-2 722 kg)</b>	390,16	395,48	293,60	298,89
<b>DRIVER 3 (2 722-4 540 kg)</b>	454,68	460,88	341,14	347,29
<b>DRIVER 4 (4 540 kg)</b>	549,64	557,13	412,37	419,80

(2) Substitute the following for subclause (6):

“(6) Notwithstanding anything to the contrary contained herein, the actual wage of an employee who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the agreement published under Government Notice No. R. 1001 of 25 July 2003 and the wage prescribed in this Agreement for the class of work in which he is engaged: Provided that this subclause shall not apply to an employee who, by virtue of the operation of clause 1 (2) (b), previously fell outside the provisions of the Agreement published under Government Notice No. R. 1001 of 25 July 2003.”.

(3) Insert the following after subclause (7):

“(8) **Transitional provision following the 2004 negotiations:** In addition to the wage that an employee is entitled to in terms of this Agreement, he shall be entitled to receive, by no later than six weeks from the date from which the Minister declares the Agreement binding by publication in the *Gazette* (hereinafter referred to as the “implementation date”) and in equal weekly installments, an amount equal to the difference between the remuneration paid to him calculated from 1 July 2004 until the implementation date and the remuneration based on his wage, as specified in this Agreement, calculated from 1 July 2004 until the implementation date.”.

Signed at Cape Town on behalf of the parties, this 6th day of August 2004.

**M. W. SIDDONS**

**Chairperson**

**C. O. JEFTHA**

**Vice-Chairperson**

**W. A. ROBERTS**

**Acting General Secretary**

**No. R. 1142**

**8 October 2004**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU-NATAL (METRO AREAS):  
EXTENSION OF MAIN 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 Bargaining Council for the Furniture Industry, KwaZulu-Natal, 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 11 October 2004, and for the period ending 30 June 2005.

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

**No. R. 1142**

**8 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN HOOF  
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 Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Meubelnywerheid, KwaZulu-Natal, 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 11 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

**M. M. S. MDLADLANA, Minister van Arbeid**

LABOUR RELATIONS ACT, 1995

**FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL AMENDMENTS TO MAIN COLLECTIVE AGREEMENT  
SCHEDULE**

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL  
MAIN COLLECTIVE AGREEMENT: METRO AREAS**

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

**KwaZulu-Natal Furniture Manufacturers' Association**

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

**National Union of Furniture and Allied Workers of South Africa**

and the

**Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union**

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

being the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal,

to amend the Main Collective Agreement published under Government Notice No. R. 396 dated 2 April 2004.

## 1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—
- by all employers who are members of the employer's organisation and by all employees who are members of the trade union, who are engaged or employed therein;
  - in Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—
- apply only in respect of employees for whom minimum wages are prescribed in this Agreement;
  - apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder;
  - not apply to professional, technical, administrative, sales and office staff: Provided that such employees are in receipt of regular remuneration in excess of the maximum rate prescribed in Schedule A of the former Agreement, excluding paragraph (XXI), plus R35,00;
  - not apply to managers, submanagers, foremen and supervisory staff if such employees are in receipt of regular remuneration of not less than R40 920 per annum or, where the employer of such staff does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R48 140 per annum. These limits shall be increased from year to year by the same percentage as the increases granted to employees earning the highest rate set out in Schedule A of the former Agreement.
- (3) Notwithstanding the provisions of subclauses (1) and (2), employers who carry on not more than one business within the scope of application of this Agreement and who employ fewer than five employees at all times in or in connection with such business, shall be entitled to the following phasing-in concessions: Provided that their employees consent to it:

### **PHASE ONE: First two years of registration:**

During this period, the employer shall be exempt from Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the first two years of registration with the Council, shall be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

### **PHASE TWO: Third year of registration:**

During this period, employees must be remunerated at not less than 60% of the rate of pay as prescribed in Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the third year of registration with the Council shall be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

### **PHASE THREE: Fourth year of registration:**

During this period, employees must be remunerated at not less than 75% of the rate of pay as prescribed in Schedule A and clause 38B.

In addition, the following contributions shall come into effect:

- Clause 13—Holidays and Holiday Fund.

See Gazette, 2 April 2004

### **PHASE FOUR: Fifth year of registration:**

During this period, employees must be remunerated at not less than 90% of the rate of pay as prescribed in Schedule A and clause 38B.

In addition, the following contributions shall come into effect:

- Clause 13—Holidays and Holiday Fund
- Provident Fund and Mortality Benefit contributions as prescribed in the Provident Fund and Mortality Benefit Association Collective Agreement, as amended and extended from time to time.

### **PHASE FIVE: From sixth year onwards:**

All provisions of the Main Collective Agreement and the Provident Fund and Mortality Benefit Association Collective Agreement as well as Schedule A, as amended and extended from time to time, shall apply.

- The provisions of subclause (3) shall not apply where an employer has more than four employees in his employ at the date of the coming into operation of this Agreement, and subsequently reduces this number of employees to fewer than five.
- The terms of this Agreement shall not apply to non-parties in respect of clause 1 (1) (a).

## 2. PERIOD OF OPERATION

This Agreement shall come into operation in respect of non-parties on such date as the Minister of Labour extends the Agreement to non-parties and shall remain in force until 30 June 2005.



Old wage per week R	Increase 7% R	New wage per week R
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**SCHEDULE A****WAGES 1 JULY 2004 TO 30 JUNE 2005**

(I) (1) Furniture making, i.e. any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (2) .....	743,92	52,07	796,00
(2) Sundry furniture-making operations:			
(a) Bolting and tightening of nuts, fixing of handles by screws, bolts nuts and screw bolts .....	743,92	52,07	796,00
(b) Affixing fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, ferrules or dome glides and inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape .....	743,92	52,07	796,00
(c) Making and/or pointing of wooden dowels and plugs by hand and/or machine .....	651,55	45,61	697,15
(d) Knocking in dowels and plugs by hand .....	651,55	45,61	697,15
(e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating .....	651,55	45,61	697,15
(f) Bending or laminating of solid timber by hand or mechanical process .....	651,55	45,61	697,15
(g) Knocking in of sockets for casters .....	651,55	45,61	697,15
(h) Filling of holes or cracks with wood filler or similar substance ...	651,55	45,61	697,15
(i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in respect of not less than the wage prescribed in subclause (2) .....	645,53	45,19	690,72
(II) Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured .....	645,53	45,19	690,72
(III) Marking out, i.e. the marking or scribing of articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling ...	743,92	52,07	796,00
(IV) (1) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part but which excludes the operations referred to in subclause (2) .....	743,92	52,07	796,00
(2) Sundry furniture-machining operations:			
(a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander .....	743,92	52,07	796,00
(b) Boring holes, mortising, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine .....	647,50	47,22	721,72
(c) Operating air-filled sander and portable sander .....	651,55	45,61	697,15
(d) Making and jointing sandpaper rolls or discs and belts for machine sanders .....	651,55	45,61	697,15
(e) Repetitive marking by template or pattern .....	645,53	45,19	690,72
(V) (1) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, Duco, lacquer, cellulose, varnish, enamel, stain or paste which acts as an abrasive, and/or polisher, or both, or similar substances and shall include the graining and matching of colours on all, types of furniture, but which excludes the operations referred to in subclause (2)	743,92	52,07	796,00
(2) Sundry polishing operations			
(a) Burnishing by machine .....	674,50	47,22	721,72

	Old wage per week R	Increase 7% R	New wage per week R
(b) Waxing .....	674,50	47,22	721,72
(c) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or granting and/or matching of colours .....	674,50	47,22	721,72
(d) The removal of doors and fittings prior to preparation for polishing .....	674,50	47,22	721,72
(e) Filling in with plaster of Paris or any other filling material .....	651,55	45,61	697,15
(f) Handsanding .....	651,55	45,61	697,15
(g) Bleaching of furniture with acids or any other bleaching agent ..	651,55	45,61	697,15
(h) Stripping .....	651,55	45,61	697,15
(i) Staining, filling, oiling and/or reviving by hand.....	651,55	45,61	697,15
(j) Spraying of metal .....	645,53	45,19	690,72
(k) Straining of materials .....	645,53	45,19	690,72
(l) Cleaning of spray guns .....	645,53	45,19	690,72
(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus .....	645,53	45,19	690,72
(VI) (1) Furniture upholstery, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, <i>inter alia</i> , cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes (other than wooden or metal laths and crossbars), filling, cane, weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frame, but which excludes the operations referred to in subclause (4) .....	743,92	52,07	796,00
(2) Seamsters or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets or bolsters by hand or machine .....	666,85	46,68	713,53
(3) Learners employed in learning the class of work referred to in subclause (2)—			
during the first six months of employment.....	640,61	44,84	685,46
during the second six months of employment.....	646,08	45,23	691,31
during the third six months of employment.....	651,00	45,57	696,57
during the fourth six months of employment .....	656,47	45,95	702,42
thereafter.....	666,85	46,68	713,53
(4) Sundry furniture upholstery operations:			
(a) Positioning of wooden and metal laths and crossbars to frames	678,88	47,52	726,40
(b) Filling of cushions with spring interiors and/or spring units .....	691,45	48,40	739,85
(c) Cutting foam rubber or similar material by band saw .....	674,50	47,22	721,72
(d) Fixing of ready-made cane mats .....	674,50	47,22	721,72
(e) Tufting or buttoning by hand or machine, where this done in loose pieces in the pre-assembly stage, including quilted buttoning, but shall exclude deep, diamond or pleated buttoning	702,38	49,17	751,55
(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine .....	678,88	47,52	726,40
(g) Laying out of filling materials on a spring unit .....	678,88	47,52	726,40
(h) Spreading of adhesive on backs and cover material and joining of same .....	666,85	46,68	713,53
(i) Loading, wheeling and operating a cloth spreading machine.....	651,55	45,61	697,15
(j) Testing coir or other materials by machine .....	651,55	45,61	697,15
(k) Filling of cushions with substances of materials other than spring interiors and/or spring units by machine .....	651,55	45,61	697,15
(l) Riempie work .....	651,55	45,61	697,15

	Old wage per week	Increase 7%	New wage per week
	R	R	R
(m) Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery .....	645,53	45,19	690,72
(n) The springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal.....	645,53	45,19	690,72
(o) Cutting of platforms used for covering helical and/or no-sag springs.....	645,53	45,19	690,72
(p) Breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from selfedge to selfedge .....	645,53	45,19	690,72
(q) Cutting cardboard in upholstery sections by hand and/or machine.....	645,53	45,19	690,72
(r) Straight cutting of materials by hand or machine for bottoms or underseating over springs (linen and hessian) .....	645,53	45,19	690,72
(s) Teasing coir or other materials by hand.....	645,53	45,19	690,72
(t) Unwinding filling materials in rope form.....	645,53	45,19	690,72
(u) Banding upholsterer's beading .....	645,53	45,19	690,72
(v) Making buttons and tufts.....	645,53	45,19	690,72
(w) Assisting upholsterer in holding cover material .....	645,53	45,19	690,72
(x) Cutting to shape and joining of foam rubber or latex by hand .....	645,53	45,19	690,72
(y) Tacking on bottoms of upholstered article .....	645,53	45,19	690,72
(z) (i) The tacking of hessian or lining onto seat platforms .....	645,53	45,19	690,72
(ii) The tacking or stapling of cardboard to bare frames .....	651,55	45,61	697,15
For the purposes of this clause and clauses (XI) and (XIV), a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion seat or any other bedding and/or seating device.			
(VII) (1) Furniture carving and/or wood-carving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but which exclude the undermentioned sundry operation.....	743,92	52,07	796,00
(2) Stippling and punching background to carving .....	651,55	45,61	697,15
(VII) Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture .....	743,92	52,07	796,00
(IX) (1) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or part, with veneer, but which excludes the operations mentioned in subclause (2) .....	743,92	52,07	796,00
(2) Sundry veneering operations:			
(a) Positioning of veneers by hand.....	645,53	45,19	690,72
(b) Tapeless jointing by machine .....	645,53	45,19	690,72
(c) Operating presses of any kind .....	645,53	45,19	690,72
(d) Loading and unloading vacuum bags and presses of any kind..	645,53	45,19	690,72
(e) Washing off gum and tapes .....	645,53	45,19	690,72
(f) Stacking parts after pressing .....	645,53	45,19	690,72
(g) Veneering of edges .....	645,53	45,19	690,72

	Old wage per week	Increase 7%	New wage per week
	R	R	R
(h) Veneering of edges by machine which machine also trims and sands the edges.....	645,53	45,19	690,72
(i) Lipping of edges only by mechanical appliance .....	645,53	45,19	690,72
(X) (1) Learner journeyman employed in learning the classes of work referred to in clause (I) to (IX), other than the sundry operations referred to therein —			
during the first year of employment .....	669,04	46,83	715,87
during the second year of employment.....	689,26	48,25	737,51
during the third year of employment .....	717,68	50,24	767,92
Thereafter, the minimum prescribed wage.			
If a person who has been employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of.....	678,88	47,52	726,40
(XI) (1) Bedding making, i.e. the manufacturing by hand or mechanical appliance, either in whole or in part, of all types of mattress filled with coir, hairlock, flock, kapok, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials, or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking and/or hooking on of spring mattress, wires, spiral springs and helical springs to frames, and shall include:			
(a) Weaving of spring mesh .....	678,88	47,52	726,40
(b) Stuffing filling into mattress cases.....	678,88	47,52	726,40
(c) Side stitching.....	678,88	47,52	726,40
(d) Tufting .....	678,88	47,52	726,40
(e) Operating a border-quilting machine.....	678,88	47,52	726,40
(f) Operating a top-quilting machine .....	678,88	47,52	726,40
(g) Prepare frames and rollers for the top-quilting machine.....	678,88	47,52	726,40
(h) Securing, sewing or stapling interlaced pads to spring units.....	678,88	47,52	726,40
(i) Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress.....	678,88	47,52	726,40
(j) Taping edging a spring interior mattress.....	678,88	47,52	726,40
(k) Roll edging, but which excludes the operations referred to in subclause (ii) .....	678,88	47,52	726,40
(l) Buttoning of headboards ancillary to mattress making .....	688,71	48,21	736,92
(2) Sundry bedding operations:			
(a) Cutting tips, borders and cases.....	666,85	46,68	713,53
(b) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts .....	688,71	48,21	736,92
(c) Sewing mattress handles to border .....	666,85	46,68	713,53
(d) Joining border lengths .....	666,85	46,68	713,53
(e) Closing up the mouth of a mattress .....	666,85	46,68	713,53
(f) Closing pillows, cushions, bolsters .....	666,85	46,68	713,53
(g) Bolting by hand of bed mattress frames.....	651,55	45,61	697,15
(h) Preparing spools for a border-quilting machine.....	651,55	45,61	697,15
(i) Cutting quilted borders to lengths.....	651,55	45,61	697,15



	Old wage per week	Increase 7%	New wage per week
	R	R	R
(j) Punching holes in mattress borders .....	651,55	45,61	697,15
(k) Fitting ventilators and handles to mattress borders .....	651,55	45,61	697,15
(l) Feeding the interlacing machine.....	651,55	45,61	697,15
(m) Cutting and making pads, irrespective of materials used.....	651,55	45,61	697,15
(n) Positioning of laths and crossbars, of fixing webbing to mattress or bed frames .....	651,55	45,61	697,15
(o) Staining mattress frames.....	651,55	45,61	697,15
(p) Affixing lugs to mattress frames .....	651,55	45,61	697,15
(q) Positioning and securing a mesh to a mesh frame .....	651,55	45,61	697,15
(r) Hanging loops on needles in compression tufting.....	651,55	45,61	697,15
(s) Loading, wheeling and operation of cloth-spreading machine .....	651,55	45,61	697,15
(t) Operating a teasing machine.....	651,55	45,61	697,15
(u) Attending a loopmaking machine .....	651,55	45,61	697,15
(v) Attaching loops to buttons or tufts .....	651,55	45,61	697,15
(w) Fitting bed irons, domes, casters and sockets .....	651,55	45,61	697,15
(x) Staining and/or varnishing frames by hand.....	651,55	45,61	697,15
(y) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames .....	651,55	45,61	697,15
(z) Fixing bed irons .....	651,55	45,61	697,15
(aa) Attaching spring units to bed frames .....	651,55	45,61	697,15
(ab) Filling pillows, cushions and bolsters, with materials other than spring interiors and/or spring units .....	645,53	45,19	690,72
(ac) Mass-measuring pillows, bolsters, cushions and quilts.....	645,53	45,19	690,72
(ad) Stripping bedding.....	645,53	45,19	690,72
(ae) Cutting chain, hoop iron or any other similar materials .....	645,53	45,19	690,72
(af) Teasing coir or any other materials by hand .....	645,53	45,19	690,72
(ag) The tacking on of cardboard or calico backs to upholstered head- boards.....	651,55	45,61	697,15
(ah) Glueing plastic mesh to foam .....	645,53	45,19	690,72
(3) Learners employed in learning the class of work referred to in subclause (1) (Bedding making)—			
during the first six months of employment .....	648,27	45,38	693,64
during the second six months of employment .....	654,83	45,84	700,66
during the third six months of employment.....	660,29	46,22	706,51
during the fourth six months of employment.....	665,76	46,60	712,36
thereafter .....	678,88	47,52	726,40
(XII) (1) Curtain-making, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but which excludes the operations mentioned in subclause (2).	743,92	52,07	796,00
(2) Sundry operations:			
(a) Seamsters or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine .....	666,85	46,68	713,53
(b) Cutting edge-to-edge, but excluding cutting for pattern matching .....	645,53	45,19	690,72
(c) Pressing and/or ironing curtaining .....	645,53	45,19	690,72
(d) Handling materials .....	645,53	45,19	690,72
(3) Learners employed in learning the class of work referred to in sub- clause (2) (a) (seamsters)—			

	Old wage per week R	Increase 7% R	New wage per week R
during the first six months of employment.....	640,61	44,84	685,46
during the second six months of employment.....	646,08	45,23	691,31
during the third six months of employment.....	651,00	45,57	696,57
during the fourth six months of employment.....	656,47	45,95	702,42
thereafter.....	666,85	46,68	713,53
(4) Learners employed in learning the class of work referred to in subclause (1), other than the sundry operations referred to in subclause (2) and learner seamsters referred to in subclause (3).....			
	The minimum prescribed rates for learner journeymen as per para. (x) of this Schedule.		
(XIII) (1) Labouring, i.e. —			
(a) assisting a machinist in handling materials before and after machining.....	645,53	45,19	690,72
(b) attending a boiler, incinerator and/or oven.....	645,53	45,19	690,72
(c) attending to dust bags and/or cyclones of sanding machines.....	645,53	45,19	690,72
(d) baling and dipping of upholstery springs.....	645,53	45,19	690,72
(e) beating and/or teasing coir by hand.....	645,53	45,19	690,72
(f) cleaning and sweeping of premises.....	645,53	45,19	690,72
(g) cleaning machinery, plant, tools and utensils.....	645,53	45,19	690,72
(h) cleaning and blowing down of equipment.....	645,53	45,19	690,72
(i) cleaning metal rods.....	645,53	45,19	690,72
(j) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials.....	645,53	45,19	690,72
(k) delivery by manually propelled vehicles.....	645,53	45,19	690,72
(l) delivery of letters and parcels.....	645,53	45,19	690,72
(m) filling of cushions with substances of materials, other than spring interiors and/or spring units by hand.....	645,53	45,19	690,72
(n) glueing sandpaper discs.....	645,53	45,19	690,72
(o) handling materials.....	645,53	45,19	690,72
(p) lime washing.....	645,53	45,19	690,72
(q) loading and/or unloading vehicles.....	645,53	45,19	690,72
(r) loading and unloading kilns.....	645,53	45,19	690,72
(s) making tea or similar beverages.....	645,53	45,19	690,72
(t) oiling and greasing machines and/or vehicles.....	645,53	45,19	690,72
(u) operating presses of any type.....	645,53	45,19	690,72
(v) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers.....	645,53	45,19	690,72
(w) preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine.....	645,53	45,19	690,72
(x) pushing or pulling a vehicle or handcart.....	645,53	45,19	690,72
(y) riveting or making threads on iron bolts and rods.....	645,53	45,19	690,72
(z) straightening and/or cutting hoop iron used for webbing.....	645,53	45,19	690,72
(aa) stripping second-hand upholstery and bedding.....	645,53	45,19	690,72
(ab) taping of veneers and attending veneer press.....	645,53	45,19	690,72
(ac) the treatment of timber for preservation.....	645,53	45,19	690,72
(ad) unpacking, baling and unbalancing raw materials.....	645,53	45,19	690,72
(ae) wrapping in paper or cardboard.....	645,53	45,19	690,72
(2) Labourers: New entrants (see definition under clause 3): Party shops only.....	558,61	39,10	597,72



	Old wage per week R	Increase 7% R	New wage per week R
(XIV) Miscellaneous:			
(1) Welding, other than spot-welding .....	743,92	52,07	796,00
(2) Machine maintenance mechanic .....	743,92	52,07	796,00
(3) Spot-welding .....	666,85	46,68	713,53
(4) Despatch clerk, storeman, timekeeper .....	664,66	46,53	711,19
(5) Caretaker or watchman .....	651,55	45,61	697,15
(6) Packer .....	651,55	45,61	697,15
(7) The construction of spring interiors and/or spring units and the manufacture of their component parts .....	651,55	45,61	697,15
(8) Learner packer .....	645,53	45,19	690,72
(9) Bending, punching, riveting, drilling and/or assembling metal parts	645,53	45,19	690,72
(XV) (1) Juvenile male employees engaged in a trade designated under the Manpower Training Act, 1981, during the authorized probation period .....	647,17	45,30	692,48
(2) All other juveniles .....	The minimum wage prescribed in this Agreement for employees employed in the same class of work.		
(XVI) Office employees—			
during the first year of employment.....	648,27	45,38	693,64
during the second year of employment.....	658,65	46,11	704,76
during the third year of employment .....	673,96	47,18	721,13
during the fourth year of employment .....	689,26	48,25	737,51
during the fifth year of employment.....	705,11	49,36	754,47
thereafter .....	724,79	50,74	775,53
(XVII) Casual labourer:			
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only .....			75,00 per day
(XVIII) Chargehand:			
In charge of employees who have no journeyman status .....	R10,00 per week above his minimum prescribed wage for the class of work performed by him.		
In charge of journeyman .....	R15,00 per week above the basic wage prescribed in this Agree- ment for employees employed in the same class of work.		
(XIX) (1) Ornament and novelty making, i.e. any operation or process in the manufacture or assembly of ornaments and novelties, but which excludes the operations referred to in subclause (2) .....	743,92	52,07	796,00
(2) The classes of work referred to in clauses (1) (2), (IV) (II), (V) (2) and (IX) (2) hereof .....	The minimum wage prescribed in this Agreement for employees employed in the same class of work.		
Commencing weekly wage—stage 1 .....	Labourers minimum rate + R10,00.		
Upon completion of stage 1 and subsequent stages the weekly wage of an apprentice is to be increased by 25% of the difference between the minimum wage rate for labourers, plus R10,00, and that for journeymen in force at the time of completion of such stage.			

	Old wage per week	Increase 7%	New wage per week
	R	R	R
(XXI) Artisans—Employees who have passed a trade test in a designated trade and have completed N1.....	818,26	57,28	875,54
[This represents the rate plus 10% on the following categories: (I) (1), (II), (III), (IV) (1), (V) (1), (VI) (1), (VII) (1), (VIII), (IX) (1), (XII) (1), (XIV) (1) and (2), (XIX) (1).]			

#### 6. CLAUSE 38B: REMUNERATION

6.1 Substitute the following for subclause 38B (1):

“(1) No employer shall pay and no employee shall accept wages lower than those prescribed hereunder:

- |   |        |       |          |
|---|--------|-------|----------|
| (a) Driver of a motor vehicle, other than steam-propelled, authorized to carry or haul a payload of—                                  |        |       |          |
| (i) up to and including 4 530 kg.....   | 668,49 | 46,79 | 715,28   |
| (ii) over 4 530 kg and up to and including 6 350 kg .....   | 672,86 | 47,10 | 719,96   |
| (iii) over 6 350 kg .....   | 692,54 | 48,48 | 741,02   |
| (b) Driver of steam-propelled vehicle .....   | 692,54 | 48,48 | 741,02   |
| (c) A casual employee driving a motor vehicle, other than steam-propelled: Daily rate prescribed weekly wage, plus 10%, divided by 5. |        |       |          |
| (d) Casual employee driving a steam-propelled vehicle: Daily rate prescribed weekly wage, plus 10%, divided by 5.                     |        |       |          |
| (e) Drivers of forklifts, trucks, tractors, scooters or passenger cars .....  | 668,49 | 46,79 | 715,28”. |

Signed at Durban on this 8th day of July 2004.

**B. NEETHLING**  
Chairperson

**G. MOONSAMY**  
Vice-Chairperson

**G. J. P. BLIGNAUT**  
Secretary of the Council

**No. R. 1143**

**8 October 2004**

#### LABOUR RELATIONS ACT, 1995

#### LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE): EXTENSION OF 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 Laundry, Cleaning and Dyeing Industry (Cape) 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 18 October 2004, and for the period ending 31 October 2004.

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

No. R. 1143

8 Oktober 2004

## WET OP ARBEIDSVERHOUDINGE, 1995

**WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP): UITBREIDING VAN WYSIGING VAN HOOF 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 Wysigingsooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Was-, Skoonmaak- en Kleurbedryf (Kaap) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Kollektiewe Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 11 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**SCHEDULE****LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)**

## MAIN COLLECTIVE AGREEMENT

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

**Cape Town and District Laundry, Cleaners' and Dyers' Association**

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

**Laundry and Allied Workers' Union of South Africa**

(herein referred to as the "employees" or the "trade union") of the other part, being the parties to the National Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Cape), to amend the Agreement published under Government Notice No. R936 of 6 August 1999 as extended, renewed and amended by Government Notices Nos. R. 260 of 31 March 2000, R. 781 of 11 August 2000, R. 1210 of 1 December 2000, R. 297 of 6 April 2001, R. 20 of 11 January 2000, R. 162 of 15 February 2002, R. 926 and R. 927 of 27 June 2003.

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Cape) in which employers and employees are associated for the purpose of laundering, cleaning, or dyeing all types of woven, spun, knitted, crocheted fabrics; or articles made from such fabrics, including upholstery or upholstered articles, and includes all operations, incidental thereto or consequent thereon, if carried out by such employers and their employees:

- (a) by all employers who are members of the employers' organisation and who are engaged in the Laundry, Cleaning and Dyeing Industry, and by all employees who are members of the trade union and who are employed in the said Industry;
- (b) in the Magisterial Districts of The Cape, Bellville, Goodwood, Kuils River, Simonstown, Paarl, Somerset West, Strand, Wynberg, Stellenbosch, Wellington and that portion of the Magisterial District of Malmesbury which portion, prior to publication of Government Notice No. 1710 of 8 February 1957, fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of those employees for whom remuneration is stipulated in this Agreement.

(3) Clauses 1 (1) (a), 2 and 10 of this Agreement shall not apply to employers and employees who are not members of the employer's organisation and trade union, respectively.

**2. PERIOD OF OPERATION**

This Agreement shall come into operation in respect of the parties on 1 November 2003, and in respect of the non-parties on such date as the Minister of Labour may extend the Agreement to non-parties, and the Agreement shall remain in force until 31 October 2004.

**4. CLAUSE 4: REMUNERATION**

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

"(1) The minimum wage per week which an employer shall pay to and which shall be accepted by each member of the undermentioned classes of his employees shall be set out hereunder:"

- (a) Artisan: R962,55.  
 Artisan's assistant, unqualified: R357,97.  
 Artisan's assistant, qualified: R400,06.  
 Boiler attendant: R421,47  
 Canvasser: R515,62.  
 Chargehand R6 per week more than the highest wage stipulated in this Agreement for an employee under his supervision.

- Checker in the dry cleaning section, unqualified: R370,08.  
 Checker in the dry cleaning section, qualified: R385,81.  
 Checker in the laundry section, unqualified: R370,08.  
 Checker in the laundry section, qualified: R385,81.  
 Clerk, unqualified: R518,61.  
 Clerk, qualified: R570,50.  
 Coin operated machine operator, unqualified: R392,19.  
 Coin operated machine operator, qualified: R430,12.  
 Depot Assistant, unqualified: R392,19.  
 Depot Assistant, qualified: R431,10.  
 Despatcher/Ironer, qualified: R386,25.  
 Driver of a motor vehicle, the unladen mass of which—  
     (i) does not exceed 501 kg: R467,46.  
     (ii) exceeds 501 kg but not 2 724 kg: R515,59.  
     (iii) exceed 2 724 kg: R545,70.  
 Dyer, 1st year: R434,78.  
 Dyer, 2nd year: R560,56.  
 Dyer, 3rd year: R610,08.  
 Dyer, qualified: R961,66.  
 Factory Invoice Clerk, unqualified: R381,20.  
 Factory Invoice Clerk, qualified: R426,14.  
 Foreman: R846,74.  
 Grade 1 Employee, unqualified: R336,63.  
 Grade 1 Employee, qualified: R377,81.  
 Handyman: R570,89.  
 Machine Operator, unqualified: R392,19.  
 Machine Operator, qualified: R430,12.  
 Perchlor Machine Operator, unqualified: R394,42.  
 Perchlor Macine Operator, qualified: R446,27.  
 Presser: Dry Cleaning, unqualified: R395,16.  
 Presser, Dry Cleaning, qualified: R433,18.  
 Tea Person: R362,48.  
 Security Guard: R432,98.  
 Sewer, unqualified: R392,19.  
 Sewer, qualified: R433,77.  
 Vanguard of a motor vehicle, the unladed mass of which—  
     (i) does not exceed 501 kg: R362,48.  
     (ii) exceeds 501 kg: R387,24.

#### 5. CLAUSE 5: PAYMENT OF REMUNERATION

Insert new subclause (3) (d):

- “(d) When short-time is implemented at an establishment, the employer shall not employ additional staff within the category working short-time.”.

#### 6. CLAUSE 6: HOURS OF WORK, ORDINARY AND OVERTIME, PAYMENT OF OVERTIME, PUBLIC HOLIDAYS AND SUNDAYS

In subclause (7), insert the following paragraph (c):

- “(c) Where employers pay employees monthly, overtime shall be calculated when the normal monthly hours are exceeded.”.

#### 7. CLAUSE 8: SICK LEAVE

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

- “(1) (a) The Sick Benefit Fund established in terms of Government Notice 966 of 5 May 1953 is hereby continued.  
 (b) Subject to paragraph (a) the employer shall grant his employees 12 days sich leave during each 12 month sick leave cycle.”.

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

- “(2) (a) For the first 12 days of each sick leave cycle, the employee shall receive 100 per cent of his daily rate from the employer, who shall be refunded by the Fund at R27,50 per day from the Sick Benefit Fund provided that the employee submits a medical certificate covering the days absent to the employer.”

- (3) Insert the following new subclause (5).

“(5) New employees and employers will deduct and contribute to the Sick Benefit Fund 5 months before benefits become payable.”.

#### **8. CLAUSE 11: PROVIDENT FUND**

- (1) Substitute clause (11) with the following:

“The Provident Fund (hereinafter referred to as the “Fund”), originally established on 5 September 1980, which has been registered on 5 November 2002 with registration Number 37135/R in terms of section 4 (7) of Pension Fund Act, 1956, is hereby continued. It is a condition of employment in the industry to deduct and contribute to the Fund from the first day after the completion of 9 months employment.”.

#### **9. CLAUSE 12: TERMINATION OF CONTRACT OF EMPLOYMENT**

- (1) Insert new subclause (5):

“(5) Retrenched staff would be given the first opportunity to be re-employed within a period of 12 months, provided that no burden be placed on the employer other than using the last contactable telephone number.”.

#### **10. CLAUSE 16: TRADE UNION REPRESENTATIVES ON THE COUNCIL**

- (1) Substitute paragraph (b) with the following:

“(b) Trade union representatives will have four days paid leave per annum for training. Provided that at least two weeks notice is given.”.

Signed on this 30th day of October Two Thousand and Three.

**N. N. PHILLIPS**

Chairman

**B. P. CROWDER**

Vice-Chairman

**M. M. CROTZ**

Secretary

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**No. R. 1151**

**8 October 2004**

LABOUR RELATIONS ACT, 1995

#### **LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE): EXTENSION OF SICK BENEFIT FUND 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 Laundry, Cleaning and Dyeing Industry (Cape) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 31 October 2008.

**M. M. S. MDLADLANA**

Minister of Labour



No. R. 1151

8 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

**WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP): UITBREIDING VAN SIEKTE  
BYSTANDSFONDS 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 Engelse Bylae hiervan verskyn en wat in die Bedingingsraad vir die Was-, Skoonmaak- en Kleurbedryf (Kaap) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Kollektiewe Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 18 Oktober 2004, en vir die tydperk wat op 31 Oktober 2008 eindig.

**M. M. S. MDLADLANA**  
Minister van Arbeid

**SCHEDULE**

**BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)**

**SICK BENEFIT FUND AGREEMENT**

In terms of the Labour Relations Act, 1995, made and entered into and between the

**Cape Town and District Laundry Cleaners' and Dyers' Association**

hereafter referred to as the "employers" or the "employers' organisation" of the one part, and the

**Laundry and Allied Workers' Union of South Africa**

hereafter referred to as the "employees" or the "trade union" of the other part being parties to the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Cape).

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Cape)—
- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed in the Industry;
  - (b) in the Magisterial Districts of the Cape, Wynberg, Bellville, Goodwood, Simonstown, Paarl, Somerset West, Strand, Stellenbosch, Kuils River, Wellington and in that portion of the Magisterial District of Malmesbury which prior to the publication of the Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville.
- (2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall apply to those employees who are employed in the industry.

**2. PERIOD OF OPERATION**

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 32 (2) of the Act and shall remain in force until 31 October 2008.

The terms of this Agreement shall not apply to non-parties in respect of Clauses 1 (1), (a), 2 and 4 (3).

**3. DEFINITIONS**

Unless the contrary intentions appear, any expressions used in this Agreement and which is defined in the Labour Relations Act, 1995, or in the Main Collective Agreement, shall have the same meaning as in that Act or Agreement, unless inconsistent with the context—

**"Act"** means the Labour Relations Act 1995;

**"casual employee"** means an employee who is employed by the same employer for not more than three days in any one week;

**"Council"** means the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Cape);

**"Fund"** means the Laundry, Cleaning and Dyeing Industry (Cape) Sick Benefit Fund, referred to in clause 4 (1) of this Agreement;

**"Laundry, Cleaning and Dyeing Industry"** or **"Industry"** means the Industry in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted, or crocheted fabrics, or articles made from such fabrics, including upholstery or upholstered articles, and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

**"Main Collective Agreement"** means the Agreement published under Government Notice No. R. 936 of 6 August 1999 or any subsequent Amendment;

**"Management Committee"** means the Management Committee appointed to administer the fund in terms of clause 4 of this Agreement;

**“Member”** or **“Member of the Fund”** means an employee who contributes or has contributed to the Fund and is not precluded from receiving benefits from the Fund by virtue of the provision of clause 9 (2) of this Agreement;

**“Wage”** means the remuneration payable to an employee in respect of his ordinary hours of work.

#### 4. ADMINISTRATION

(1) The Fund established in terms of the Agreement published under Government Notice 966 of 6 May 1955 known as the “Laundry Cleaning and Dyeing Industry (Cape) Sick Benefit Fund” is hereby continued.

(2) The Fund shall be administered according to and in terms of this Agreement by a Management Committee hereinafter referred to as the “Committee”, appointed by the Council at a duly constituted meeting of the Council and consisting of two each of the employers and employees representatives on the Council with the Chairman and Vice-Chairman of the Council as ex officio members of the Committee.

(3) For every representative appointed an alternate shall be appointed in the manner provided for in clause 5 of the Constitution of the Council. A Secretary who, shall be the Secretary of the Fund, shall also be appointed by the Committee.

(4) The Fund shall consist of—

- (a) contributions in terms of clause 7 of this Agreement;
- (b) interest derived from the investment of any moneys of the Fund; and
- (c) any other moneys to which the Fund may become entitled.

#### 5. OBJECTS

The object of the fund shall be provide members of the fund with such benefits as are laid down in this Agreement.

#### 6. MEMBERSHIP OF FUND

Every employee who is employed in the Industry and for whom wages are prescribed in the Main Collective Agreement shall be a member of the Fund.

#### 7. CONTRIBUTIONS

(1) For the purpose of the Fund each employer shall on each pay day deduct the following contributions from the wages of each employee covered by this Agreement, who has worked during any week, irrespective of the time so worked: In respect of an employee earning a weekly wage of: R200 and over—R8,50 per week.

(2) Deductions shall be made from payments received by an employee for periods of paid leave of absence and paid holidays as though the employee concerned were present at work in the normal way.

(3) To the amount so deducted in each case the employer shall add a like amount, and forward every month, but not later than the 7th of each month the total sum to the Secretary of the fund at P.O. Box 109, Observatory, 7935.

(4) The total sum forwarded monthly by the employer represents his payments and the deductions from the wages of contributors in his employ, and shall be accompanied by a special form provided free by the Fund reflecting—

- (a) the full name of the employer and his address;
- (b) the number of contributors in respect of whom deductions are made every week;
- (c) the full names and staff numbers of all contributors engaged or discharged every month;
- (d) in respect of each week of the preceding month, the total amount deducted by the employer from the wages of each contributor in his employ and the amount contributed by the employer himself, as provided for in subclause (1) and subclause (3) of this clause;
- (e) the full name, staff number and the date of engagement of all contributors in respect of the months of January and July of each year.

#### 8. BENEFITS

Applications for benefits shall be made in the following form and manner: Provided that this will not apply to clause 9 (6):

- (1) Each applicant for medical benefits shall have contributed to the Fund for a period of no less than 22 weeks.
- (2) (a) Each applicant for optical and/or dental benefits in terms of clause 9 (5) shall have contributed to the Fund for a period of not less than 52 weeks.  
(b) Subsequent to the first application for the optical and/or dental benefits provided for in clause 9 (5), no further application for such benefits shall be permissible for a minimum period of 2 years.
- (3) Upon receipt of the 22nd payment to the fund in respect of each contributor, the Secretary of the fund shall supply a registration form on which the contributor registers with a medical practitioner and shall allocate a Fund number to such contributor together with a membership card which shall be forwarded to his/her employer. The employer shall thereafter hand such membership card to the contributor concerned.
- (4) Upon production of the membership card, the contributor shall be entitled to free medical services rendered by the medical practitioner.



Subject to the provisions of clause 9 each contributor shall be entitled to sick benefits as prescribed in clause 9 (5): Provided that no such benefits shall be paid until the contributor has furnished the Secretary of the Fund with a certificate by the medical practitioner stating the nature of his illness, the treatment he is receiving and the period during which it is estimated he will be precluded from following his employment.

Payments will be made at the Secretary's or employer's office on any day of the week during usual office hours.

- (5) (a) Any person in receipt of sick benefits who is able to resume employment before the expiry of the maximum period during which benefit is payable in terms of clause 9 (5) shall notify the Secretary who shall forthwith remove the name of such person from the list of those entitled to benefits. The Committee shall have the right to recover from any person any amount paid in excess of that warranted by the actual period of incapacity to work owing to sickness.
- (b) Each applicant shall submit such information as the Committee or Secretary may require to prove his sickness.
- (c) The Committee shall have the right to require any applicant to be examined and reported upon by the medical practitioner at any time during which such applicant is in receipt of sick pay benefits, and failure or refusal on the part of any such applicant to submit to such medical examination shall render such applicant liable to be deprived of any further sick pay benefits.

#### 9. LIMITATION OF BENEFITS

(1) Members shall not receive from the Fund any benefits if they have in respect of the same illness received or are entitled to receive benefits in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, or the Road Accident Fund Act, No. 56 of 1996, as amended.

(2) A member who leaves his employ in the Industry for the purpose of taking employment outside the Industry or who has been off work for a period of six consecutive months or more because of sickness and/or other reasons, shall cease to be a member and forfeit all claims upon the Fund: Provided that on resuming work in the Industry, such person shall be regarded as a new member of the Fund for all purposes.

(3) A member whose illness or affliction is attributed to misconduct, excessive indulgence in intoxicating liquor or an addiction to drugs shall not be entitled to any benefits by reason of such illness.

(4) The cost of free medicines to which a member shall be entitled shall not exceed R300 in any calendar year.

(5) The maximum period for which sick pay shall be payable shall not exceed 10 days in any calendar year at the following rates:

- (a) For the first 10 days per annum the employee shall receive 100% of daily rates from the employer who shall be refunded at the rate of R27,50 per day.
- (b) Obstetrics, surgery, hospitalisation, dentistry and optical services shall not form part of the benefits provided by this Fund: Provided that members shall subject to the provisions of this clause, be entitled to a maximum refund of—
- (i) R112,50 per annum for repairing of dentures and extraction of teeth.
- (ii) R75,00 every two years for resting of eyes and repairing of spectacles.
- (iii) R300,00 every two years towards the cost of new dentures and/or new spectacles:

Provided that these benefits may be claimed only after a member has contributed to the Fund for a period of twelve months, provided further claims of such benefits shall not be more frequent than intervals of two years.

(6) The Committee may make such lump sum payments, grant exemptions or extend the period of sick pay, in addition to the benefits provided for in this Agreement, as it may decide to meet extraordinary medical or other expenses in special cases of sickness.

#### 10. FINANCIAL CONTROL

(1) All moneys received by the Fund shall be deposited in the banking account of the Fund: Provided that the Management Committee may from time to time authorise the investment of moneys surplus to the Fund's requirements as prescribed by section 53 (5) of the Act.

(2) All payments by the Fund shall be made by cheque drawn on the banking account. Disbursements from petty cash shall not exceed R50,00 at a time and withdrawals for petty cash shall not exceed R100,00.

(3) Cheques or withdrawal forms required to be drawn on the banking account or any deposit or investment accounts of the Fund shall be signed by any two of the following: The Chairman, Vice Chairman or Secretary of the Fund.

(4) The Committee shall appoint an auditor for the Fund who shall be a registered Chartered Accountant who shall be paid out of the Fund. The accounts of the Fund shall be audited for the period ending 31 December of each year, and the auditor's report shall be made available not later than 31 March. Copies of the statements of account together with the auditor's reports shall be transmitted to the Registrar of Labour Relations within three months of the end of the period to which it relates and copies shall also lie for inspection at the office of the Fund. Disbursements from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R500,00 and shall not recommence until the amount standing to the credit of the Fund exceeds R1 000,00.

### 11. LIQUIDATION OR DISSOLUTION

(1) In the event of the expiry of this agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it is either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created, or continued by a subsequent Agreement: Provided that the Fund shall be liquidated unless an Agreement providing for such transfer or continuation is entered into within a period of 12 months of the expiry of this Agreement.

(2) Upon liquidation of the Fund in terms of subclause (1) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the Funds of the Council.

### 12. INDEMNITY

The members of the Management Committee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund, and they are hereby indemnified by the Fund against all losses and expenses incurred by them in the *bona fide* discharge of their duties.

### 13. EXEMPTIONS

The Council may grant exemption to or in respect of any person from any of the provisions of this Agreement.

(1) In terms of section 32 of the Act, the Council hereby establishes an independent body to hear and decide as soon as possible any appeal brought against—

- (a) the Council's refusal of a non-party's application for exemption from any provisions of this Agreement;
- (b) the withdrawal of such exemption by the Council.

(2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Council.

(3) All applications for exemption shall be substantiated, and such substantiation shall include the following details:

- (a) The period for which the exemption is required;
- (b) the Agreement and clauses or subclauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultations, either in support of or against the application, are to be included with the application.

(4) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Council meeting, for comment.

(5) Once the Council has decided to grant exemption, it shall issue a certificate and advise the applicant(s) of its decision within 14 days.

(6) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) of such decision within 14 days and shall provide the reasons for not granting an exemption.

(7) Exemption criteria: The Council shall consider all applications for exemption with reference to the following criteria:

- (a) The written and verbal substantiation provided by the applicant;
- (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the terms of the exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable *bona fide* benefit or provision, including the cost to the employee, transferability, administration management and costs, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the exemption;
- (i) reporting requirements by the applicant and monitoring and re-evaluation processes;
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

### 14. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement exhibited in each of his establishments, including depots, but excluding vehicles, in a place readily accessible to his employees.

**15. ULTRA VIRES**

Should any of the provisions of this Agreement be declared ultra vires by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Observatory on behalf of the parties this 10th day of February 2004.

**N. N. PHILLIPS**

Chairman

**B. P. CROWDER**

Vice-Chairman

**M.M. CROTZ**

Secretary

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**No. R. 1153****8 October 2004****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE):  
RENEWAL OF MAIN 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 that the provisions of Government Notice Nos. R. 936 of 06 August 1999, R. 781 of 11 August 2000, R. 297 of 06 April 2001, R. 162 of 15 February 2002, R. 927 of 27 June 2003 and R. 1145 of 8 October 2004, to be effective from 1 November 2004, and for the period ending 31 December 2004.

**T. MKALIPI**

Executive Manager: Collective Bargaining

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**No. R. 1153****8 Oktober 2004****WET OP ARBEIDSVERHOUDINGE, 1995****BEDINGINGSRAAD VIR DIE WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP):  
HERNUWING VAN HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Thembinkosi Mkalipi, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32 (6) (a) (ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewing Nos R. 936 van 06 Augustus 1999, R. 781 van 11 Augustus 2000, R. 297 van 06 April 2001, R. 162 van 15 Februarie 2002, R. 927 van 27 Junie 2003 en R. 1145 van 8 Oktober 2004, van krag is vanaf 1 November 2004, en vir die tydperk wat op 31 Desember 2004 eindig.

**T. MKALIPI**

Uitvoerende Bestuurder: Kollektiewe Bedinging

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