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PROCLAMATION*by the**President of the Republic of South Africa***No. R. 25, 2004****COMMENCEMENT OF THE MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, 2002
(ACT No. 28 OF 2002)**

In terms of section 111 (1) of the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002), I hereby determine **1 May 2004** as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Eighth day of April, Two Thousand and Four.

T. M. MBEKI**President**

By Order of the President-in-Cabinet:

P. MLAMBO-NGCUKA**Minister of the Cabinet****KGOELETŠO***ka Mopresidente**wa Rephaboliki ya Afrika Borwa***No. R. 25, 2004****GO THOMA GA MOLAO WA TLHABOLLO YA MEHLODI YA DIMINERALE LE PETROLEAMO, 2002
(MOLAO No. 28 WA 2002)**

Go ya ka karolo 111 (1) ya Molao wa Tlhabollo ya Mehloodi ya Diminerale ya Petroleamo, 2002 (Molao No. 28 wa 2002), ke phetha go **1 Mei 2004** ebe tšatšikgwedi leo ka lon Molao woo o boletšwego o tla thomago go šoma ka lona.

E filwe ka fase ga Seatla sa ka le Setempe sa Rephaboliki ya Afrika Borwa mo Tshwane tšatši le la bo 08 la Ketepedi lo motšo e mene.

T. M. MBEKI**Mopresidente**

Ka taelo ya Mopresidente-ka-Kabineteng:

P. MLAMBO-NGCUKA**Letona la Kabinete****DEPARTMENT OF AGRICULTURE
DEPARTEMENT VAN LANDBOU****No. R. 494****23 April 2004****CORRECTION NOTICE****MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT No. 47 OF 1996)****AMENDMENT OF STATUTORY MEASURE: LEVY RELATING TO COTTON LINT**

Government Notice No. R. 314 of 12 March 2004 published in *Government Gazette* No. 26113 of the said date is hereby corrected by the deletion of the words "vir kommersiële doeleindes" in die Afrikaans definition of "pluismeulenaar".

No. R. 494

23 April 2004

VERBETERINGSKENNISGEWING

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

WYSIGING VAN STATUTÊRE MAATREËL: HEFFING MET BETREKKING TOT KATOENVESEL

Goewermentskennisgewing No. R. 314 van 12 Maart 2004 gepubliseer in *Staatskoerant* No. 26113 van vermelde datum word hierby verbeter deur die woorde "vir kommersiële doeleindes" in die definisie van "pluismeulenaar" te skrap.

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 495

23 April 2004

GENETICALLY MODIFIED ORGANISMS ACT, 1997 (ACT No. 15 OF 1997)

REGULATIONS: AMENDMENTS

The Minister of Agriculture, acting under section 20 of the Genetically Modified Organisms Act, 1997 (Act No. 15 of 1997), has made the regulations in the Schedule.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 1420 of 26 November 1999, as amended by R.828 of 21 June 2002, R576 of 2 May 2003.

Substitution of Table 2 of the Regulations

2. The table in Annexure A is hereby substituted for Table 2 of the Regulations.

No. R. 495

23 April 2004

WET OP GENETIES GEMANIPULEERDE ORGANISMES, 1997
(WET No. 15 VAN 1997)

REGULASIES: WYSIGINGS

Die Minister van Landbou, handelende kragtens artikel 20 van die Wet op Geneties Gemanipuleerde Organismes, 1997 (Wet No. 15 van 1997), het die regulasies in die Bylae uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 1420 van 26 November 1999, soos gewysig deur R.828 van 21 Junie 2002, R576 van 2 May 2003.

Vervanging van Table 2 van die Regulasies

2. Tabel 2 van die Regulasies word hierby deur die tabel in aanhangsel A vervang.

ANNEXURE A • AANHANGSEL A**TABLE 2 • TABEL 2****FEES PAYABLE • GELDE BETAALBAAR**

Application/Aansoek	Fees/Gelde
1. Importation/exportation of genetically modified organisms / Invoer/uitvoer van geneties gemanipuleerde organismes	R120,00 per application / per aansoek
2. Contained use of genetically modified organisms / Beheerde gebruik van geneties gemanipuleerde organismes	R460,00 per application / per aansoek
3. Trial release / Proefvrystelling	R1160,00 per application / per aansoek
4. General release and marketing / Algemene vrystelling en bemarking	Actual cost + 15% handling fee / Fisiese koste + 15 % hanteringsfooi
5. Appeal / Appèl	R3300,00 each / elk
6. Fast tracking / Bespoediging	R1120.00 each / elk
7. GMO status certificates / GGO status sertifikaat	R50.00 each / elk
8. Registration of facility / Registrasie van fasiliteit	R80.00 each / elk.

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 496

23 April 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

MEAT TRADE, GAUTENG

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 856 of 28 June 2002, with effect from 3 May 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 496

23 April 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNINGSGEWING

VLEISBEDRYF, GAUTENG

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 856 van 28 Junie 2002 in, met ingang van 3 Mei 2004.

M. M. S. MDLADLANA

Minister van Arbeid

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 497

23 April 2004

LABOUR RELATIONS ACT, 1995**MEAT TRADE, GAUTENG: EXTENSION OF RE-ENACTMENT AND
AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Meat Trade, Gauteng 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 Trade, with effect from 3 May 2004 and for the period ending 30 June 2005.

M.M.S. Mdladlana
MINISTER OF LABOUR

WET OP ARBEIDSVERHOUDINGE, 1995**VLEISBEDRYF, GAUTENG: UITBREIDING VAN HERBEKRAGTIGING
EN 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 Bylae hiervan verskyn en wat in die Bedingingsraad vir die Vleisbedryf, Gauteng 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 3 Mei 2004 en vir die tydperk wat op 30 Junie 2005 eindig.



MINISTER VAN ARBEID

SCHEDULE
BARGAINING COUNCIL FOR MEAT TRADE, GAUTENG
COLLECTIVE AGREEMENT

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

Meat Traders Association Gauteng

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

Meat Distributors and Allied Workers' Union South Africa (MDAWUSA)

S A Meat Distributors and Allied Workers' Union (SAMDAWU)

Gauteng Meat Traders Employees' Union

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

being the parties to the Bargaining Council for Meat Trade Gauteng.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Meat Trade in the following Magisterial Districts :
- Alberton, Boksburg, Brakpan, Germiston, Kempton Park, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, Westonaria and the area within a 25km radius of Church Square, Pretoria -
- (a) by all employers who are members of the employers' organisation and by all
- (b) employees who are members of the trade unions, and who are engaged or employed in the Meat Trade.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.
- (3) The provisions of clauses 1(1)(a) and (b), 1A, and clause 2 of this Agreement shall not be binding on non-parties.

1A. PERIOD OF OPERATION

This Agreement shall come into operation on such a date fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, as amended, and shall remain in force until 30 June 2005.

2. SPECIAL PROVISIONS

The provisions of clauses 5 (6) (c) and 26 of the Agreement published under Government Notice No. R. 856 of 28 June 2002 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended and re-enacted from time to time, shall apply to employers and employees, who are members of the parties to this Agreement.

3. GENERAL PROVISIONS

The provisions of clauses 2 to 5(6)(b), 5(6)(d) to 25 and 27 to 31 of the Former Agreement (as further extended, renewed, amended and re-enacted from time to time, shall apply to employers and employees.

4. CLAUSE 3. REMUNERATION

Substitute the following for clause 3:

- " (1) As from date of publication of this Agreement, no employer shall pay and no employee shall accept wages lower than the following: -

	Per month
Bookkeeper	2600.00
Cashier	1386.00
Cashier and invoice clerk	1903.00
Cleaning employee.....	1188.00

Labourer, I	1386.00
Labourer, II	1331.00
Manager	4270.00
Mass measurer and/or pricer	1386.00
Master meat cutting technician, grade IA.....	3950.00
Meat cutting technician, grade IB.....	3440.00
Meat cutting technician, II	2079.00
Motor vehicle driver, the unladen mass of which vehicle together with the unladen mass of any trailer does not exceed -	
450 kg	1386.00
2700 kg	1518.00
4500 kg	1771.00
Salesperson	2101.00
Security officer	1771.00
Shop controller / supervisor	6950.00
Trainee meat cutting technician -	
during 1st year of experience	1353.00
during 2nd year of experience	1661.00
during 3rd year of experience	1771.00
Trainee shop controller / supervisor	3440.00
Wrapper and/or packer	1331.00

- (2) Differential rates - An employer who requires or permits an employee of one category to perform the duties of a higher paid category for longer than one hour in any one day, either in addition to his own work or in substitution thereof, shall pay such employee in respect of that day, not less than one sixth of the higher weekly wage prescribed in subclause (1)."

5. CLAUSE 4. CALCULATION OF WAGES

Insert the following:

CLAUSE 4A. CALCULATION OF ANNUAL LEAVE PAY, PAYMENT INSTEAD OF NOTICE AND SEVERANCE PAY

" (1) The following payments are included in an employee's remuneration for the purposes of calculating pay for annual leave in terms of clause 11 of the Former Agreement, payment instead of notice in terms of clause 15 of the Former Agreement and severance pay in terms of clause 16 of the Former Agreement –

- (a) Housing or accommodation allowance or subsidy or housing or accommodation received as a benefit in kind;
- (b) Car allowance or provision of a car, except to the extent that the car is provided to enable the employee to work;
- (c) Any cash payments made to an employee, except those listed as exclusions in terms of this clause;
- (d) Any other payment in kind received by an employee, except those listed as exclusions in terms of this clause;
- (e) Employer's contributions to medical aid, pension, provident fund or similar schemes;
- (f) Employer's contributions to funeral or death benefit schemes.

(2) The following items do not form part of remuneration for the purpose of these calculations:

- (a) Any cash payment or payment in kind provided to enable the employee to work (for example, an equipment, tool or similar allowance or the provision of transport or the payment of a transport allowance to enable the employee to travel to and from work);
- (b) A relocation allowance;
- (c) Gratuities (for example, tips received from customers) and gifts from the employer;
- (d) Share incentive schemes;
- (e) Discretionary payments not related to an employee's hours of work or performance (for example, a discretionary profit-sharing scheme);
- (f) An entertainment allowance;

(g) An education or schooling allowance.

(3) The value of payments in kind must be determined as follows:

(a) a value agreed to in either a contract of employment or collective agreement, provided that the agreed value may not be less than the cost to the employer of providing the payment in kind; or

(b) the cost to the employer of providing the payment in kind.

(4) An employee is not entitled to a payment or the cash value of a payment in kind as part of remuneration if:

(a) the employee received the payment or enjoyed, or was entitled to enjoy, the payment in kind during the relevant period; or

(c) in the case of a contribution to a fund or scheme that forms part of remuneration, the employer paid the contribution in respect of the relevant period.

(5) This clause only applies to pay for annual leave accrued from the 1st July 2003.

(6) If a payment fluctuates, it must be calculated over a period of 13 weeks or, if the employee has been in employment for a shorter period, that period.

(7) A payment received in a particular period in respect of a longer period (e.g. a thirteenth cheque) must be pro-rated.

(8) This calculation only applies to the minimum payments that an employer is required to make in terms of the Council's Collective Agreement."

6. CLAUSE 22. COUNCIL FUNDS

Substitute the following for clause 22:

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

- (a) Every employer shall, in respect of every establishment he owns or conducts, pay a monthly levy of R40,00;
- (b) every employer shall deduct R20,00 per month from the wage payable to every employee and add to such deduction an equivalent amount;
- (c) the employer shall ensure that the above amounts are received at the Councils' address by no later than the 10th day of each succeeding month, together with the form prescribed by the Council."

7. CLAUSE 23. SICK BENEFIT FUND

Substitute clause 23 with the following:

"SCHEDULE

		MONTHLY SALARY		
MEMBERSHIP CATEGORY		R1000 – R1500	R1501 – R4000	R4001 - +
Single Member		R572.20	R620.20	R665.20
Member + 1 Dependant		R740.20	R806.20	R872.20
Member + 2 Dependents		R752.20	R824.20	R896.20
Member + 3 Dependents		R776.20	R848.20	R920.20
Member + 4 or more		R800.20	R872.20	R944.20
Single Pensioner	R300	Hospital Plan Excluded		
Pensioner + 1 Dependant	R432	Hospital Plan Excluded		
Pensioner + 2 Dependents		Rate on Request		
Members of Hospital Plan only	R224.20	Medical Aid Benefits Excluded		
All Accident Plan	R82.50	Additional to applicable contribution in Table A		

Clause 23 (16) All payments from the Fund shall be by cheque drawn on the Fund's account and signed by two authorized signatories or paid electronically by an authorized administrator of the Fund."

8. CLAUSE 25. GROUP FUNERAL SCHEME

Substitute the following for subclause (2):

- "(2) For the purpose of providing members of the fund with benefits, every employer shall, in respect of each month, deduct R20,00 from the wages payable to such members and add to such deduction an amount of R5,00."

9. CLAUSE 29C. DISPUTES CONCERNING DISMISSALS

- (1) The insertion of a clause between (d) and (e); to read as follows:
- "(e) The Council may require the applicant to pay a fee of R100,00 as a nominal contribution to the Councils' wasted costs in convening the meeting, if the applicant fails to appear in person or if represented by an industrial relations practitioner, legal practitioner, co-employee or by a member, an office bearer or official of that party's trade union or employers' organization and, if the party is a juristic person, by a director and an employee."

Clause (e) becomes clause (f) and to read as follows:

- "(f) Should the dispute be referred for arbitration, the Council shall appoint an Arbitrator and all proceedings will be subject to the provisions of the Labour Relations Act, 1995, as amended. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall, in its discretion, be entitled to make an award in respect of the parties' arbitration costs, in terms of section 138 (10) of the Act. The arbitrator's decision

shall be final and binding. If, in terms of section 194 (1) of the Act, the arbitrator finds that the dismissal is procedurally unfair, the arbitrator may charge the employer an arbitration fee."

10. CLAUSE 29D.

PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

(1) Clause 29D, insertion to sub-clause (h), to read as follows:

"(viii) If the arbitrator finds that any party has failed to comply with any of the provisions of the Council's Collective Agreement which is binding on that party, the arbitrator may, in addition to any other appropriate order, impose a fine.

(viii) The maximum fine that may be imposed by the arbitrator in terms of section 33A (8)(b) of the Act-

(a) for a failure to comply with a provision of the Collective Agreement not involving a failure to pay any amount of money, is the fine determined in terms of Table One; and

(b) involving a failure to pay an amount due in terms of the Collective Agreement, is the greater of the amounts determined in terms of Table One and Table Two.

TABLE ONE : MAXIMUM PERMISSIBLE FINE NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provisions within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four or more previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO : MAXIMUM PERMISSIBLE FINE INVOLVING AN UNDERPAYMENT

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order"

(2) Clause 29D, subclause (j) should read as follows:

"(j) The Secretary of the Council may apply to enforce an arbitration award as if it were an order of the Labour Court, unless it is an advisory arbitration award, in terms of section 143 of the Act."

(3) An additional sub-clause namely, subclause (k) to be added that should read as follows:

"(k) All arbitrations conducted by the Council are heard in terms of the Labour Relations Act and not the Arbitration Act 42 of 1965."

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS 1ST DAY OF SEPTEMBER 2003



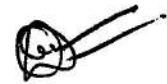
EMP BIELOVICH

Chairman of the Council



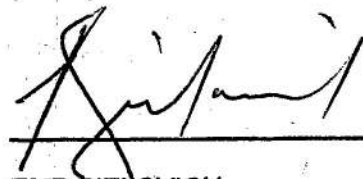
GS KOK

Vice Chairman of the Council



C DEACON

For the Secretary of the Council



EMP BIELOVICH

Chairman of the Meat Traders
Association (Gauteng)



ET SELORO

Secretary of the Meat Distributors and
Allied Workers Union (South Africa)



P KESWA

Secretary of the South African Meat
Distributors and Allied Workers
Union



GS KOK

Secretary of the Gauteng Meat Traders
Employees Union

BYLAE**BEDINGINGSRAAD VIR DIE VLEISBEDRYF; GAUTENG****KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, soos gewysig, gesluit deur en aangegaan

tussen die

Meat Traders Association Gauteng

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

Meat Distributors and Allied Workers' Union South Africa (MDAWUSA)

S A Meat Distributors and Allied Workers' Union (SAMDAWU)

Gauteng Meat Traders Employees' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant, wat die partye is by die

Bedingingsraad vir die Vleisbedryf Gauteng.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie ooreenkoms sal in die Vleisbedryf in die volgende landdrostdistrikte nagekom word:
Alberton, Boksburg, Brakpan, Germiston, Kempton Park, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, Westonaria en die gebied binne 'n 25 km-radius vanaf Kerkplein, Pretoria -
 - (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en
 - (b) deur alle werknemers wat lede van die vakbonde is, en wat by die Vleisbedryf betrokke of daarin werksaam is;
- (2) Ondanks die bepalings van subklousule (1), is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.
- (3) Klousules 1(1)(a) en (b), 1A, en klousule 2 van hierdie Ooreenkoms is nie bindend vir nie partye nie.

1A. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op datum deur die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, soos gewysig, vasgestel en bly van krag tot 30 Junie 2005.

2. SPESIALE BEPALINGS

Die bepalinge van klousules 5(6)© en 26 van die Ooreenkoms wat onder Goewermentskennisgewing No. R.856 van 28 Junie 2002 (hierna verwys as die "Vorige Ooreenkoms") gepubliseer is, soos verder uitgebrei, hernu, gewysig en her-ingestel van tyd tot tyd, sal van toepassing wees op werkgewers en werknemers, wat lede van die partye tot hierdie Ooreenkoms is.

3. ALGEMENE BEPALINGS

Die bepalinge van klousules 2 tot 5(6)(b), 5(6)(d) tot 25 en 27 tot 31 van die Vorige Ooreenkoms (soos verder uitgebrei, hernu, gewysig en her-ingestel van tyd tot tyd), sal op werkgewers en werknemers van toepassing wees.

4. KLOUSULE 3. BESOLDIGING

Vervang Klousule 3 met die volgende:

- "(1) Vanaf datum van inwerkingtreding van hierdie Ooreenkoms, mag geen laer lone as die volgende deur die werkgever betaal of deur 'n werknemer aanvaar word nie: -

	Per maand
Boekhouer	2600.00
Kassier	1386.00
Kassier en faktuurklerk	1903.00
Skoonmaker	1188.00
Arbeider, I	1386.00
Arbeider, II	1331.00
Bestuurder	4270.00
Massameter en/of prysbepaler	1386.00
Meester-vleissnytegnikus, graad IA.....	3950.00
Vleissnytegnikus, graad IB.....	3440.00
Vleissnytegnikus, II	2079.00
Motorvoertuigdrywer, waar die ongelaai massa van die voertuig tesame met die ongelaai massa van enige sleepwa nie die volgende oorskry nie -	
450 kg	1386.00
2700 kg	1518.00
4500 kg	1771.00
Verkoopspersoon	2101.00
Sekuriteitsbeampte.....	1771.00
Winkelkontroleur / toesighouer.....	6950.00
Leerlingvleissnytegnikus -	
gedurende eerste jaar van opleiding.....	1353.00
gedurende tweede jaar van opleiding.....	1661.00
gedurende derde jaar van opleiding.....	1771.00
Leerlingwinkelkontroleur/ toesighouer.....	3440.00
Toedraai en/of verpakker	1331.00

- (2) Differensiële lone - 'n Werkgewer wat van 'n werknemer in een kategorie verwag of hom toelaat om die pligte van 'n hoër betaalde kategorie vir langer as een uur op enige dag te doen, hetsy bo en behalwe sy eie werk of in plaas daarvan, sal sodanige werknemer vir daardie betrokke dag minstens een sesde van die hoër weeklikse loon soos voorgeskryf in subklousule (1) betaal."

5. KLOUSULE 4. BEREKENING VAN LONE

Invoeging van:

KLOUSULE 4A. BEREKENING VAN JAARLIKSE VERLOFBETALING, BETALING IN PLAAS VAN KENNIS GEE EN SKEIDINGSLOON

- "(1) Die volgende betalings is ingesluit by 'n werknemer se vergoeding vir die doeleindes van die berekening van die betaling van jaarlikse verlof ingevolge klousule 11 van die Vorige Ooreenkoms, besoldiging in plaas van kennisgewing ingevolge klousule 15 van die Vorige Ooreenkoms en 'n skeidingsloon ingevolge klousule 16 van die Vorige Ooreenkoms –
- (a) Behuisings- of akkommodasietoelaag of 'n subsidie of behuising of akkommodasie ontvang as 'n voordeel in goedere;
 - (b) Motortoelaag of die voorsiening van 'n motor uitgesluit die mate waarin die motor verskaf word met die doel om die werknemer in staat te stel om sy werk te kan doen;
 - (c) Enige kontantbetaling wat aan 'n werknemer gedoen word, behalwe daardie betalings wat as uitsluitings ingevolge hierdie klousule uiteengesit word;
 - (d) Enige ander betaling wat in goedere deur 'n werknemer ontvang word, behalwe dié wat as uitsluitings ingevolge hierdie klousule uiteengesit word;
 - (e) Werkgewer se bydraes tot 'n mediese fonds, pensioen, voorsorgfonds of soortgelyke skemas;
 - (f) Werkgewer se bydraes tot begrafnis- of sterftevoordeelskemas.
- (2) Die volgende items vorm nie deel van vergoeding vir die doel van hierdie berekenings nie:
- (a) Enige kontantbetaling of betaling in goedere wat voorsien word sodat die werknemer sy werk kan doen (bv. 'n toerusting-, gereedskap- of soortgelyke toelae of die

voorsiening van vervoer of die betaling van 'n vervoertoelae wat die werknemer in staat stel om na en van die werk te reis);

- (b) 'n Hervestigingstoelae;
- (c) Gratifikasies (bv. footjies ontvang van kliënte) en geskenke van die werkgever;
- (d) Aandeelaansporingskemas;
- (e) Diskresionêre betalings wat nie verband hou met 'n werksnemer se werksure of prestasie nie (bv. 'n diskresionêre winsdelingskema);
- (f) 'n Onthaaltoelaag;
- (g) 'n Onderrig- of opleidingstoelaag.

(3) Die waarde van betalings in goedere moet as volg bepaal word:

- (a) 'n waarde waaroor ooreengekom is in óf 'n dienskontrak óf 'n Kollektiewe Ooreenkoms, met dien verstande dat die ooreengekome waarde nie minder mag wees as wat dit die werkgever kos om die betaling in goedere te voorsien nie; of
- (b) die koste van die werkgever om die betaling in goedere te voorsien.

(4) 'n Werknemer is nie geregtig op 'n betaling of die kontantwaarde van 'n betaling in goedere as deel van sy vergoeding nie indien:

- (a) die werknemer die betaling ontvang of geniet het, of daarop geregtig was om die betaling in goedere gedurende die betrokke periode te geniet nie; of
- (b) die werkgever in die geval van 'n bydrae tot 'n fonds of skema wat deel vorm van die vergoeding, die bydrae met betrekking tot die relevante periode betaal het nie.

(5) Hierdie klousule is net van toepassing op die betaling van jaarlikse verlof wat sedert 1 Julie 2003 opgehoop het.

(6) Indien 'n betaling fluktueer, moet dit oor 'n periode van 13 weke bereken word of as die werknemer vir 'n korter periode in diens was, vir daardie periode.

(7) 'n Betaling wat ontvang is in die bepaalde periode met betrekking tot 'n langer periode (bv. 'n 13de tjek) moet pro rata bereken word.

- (8) Hierdie berekening geld net vir die minimum betalings wat van 'n werkgewer verwag word ingevolge die Raad se Ooreenkoms."

6. KLOUSULE 22. RAADSFONDSE

Vervang die volgende vir Klousule 22 :

"Die fondse van die Raad, wat by die Raad berus en deur hom geadministreer word, sal op die volgende wyse verkry word:

- (a) Elke werkgewer moet vir elke bedryfsinstelling wat hy besit of bestuur, 'n maandelikse heffing van R40,00 betaal;
- (b) Elke werkgewer moet elke maand R20,00 aftrek van die loon betaalbaar vir elke werknemer en moet 'n ekwivalente bedrag by sodanige aftrekking voeg;
- (c) Die werkgewer moet verseker dat bogenoemde bedrae die Raad se adres bereik nie later nie as die 10de dag van elke daaropvolgende maand, tesame met die vorm soos gespesifiseer deur die Raad."

7. KLOUSULE 23. SIEKTEBYSTANDSFONDS

Vervang sub-klousule 23 (11) (a), 16 en die Tabel in Klousule 23 met die volgende:

"11 (a) Elke werkgewer moet die helfte van die bedrag hieronder uiteengesit van die lone betaalbaar aan elke werknemer in subklousule 4(a) bedoel, aftrek en die ander helfte van die bedrag hieronder genoem voeg: Met dien verstande dat in die geval van 'n leerling-vleissnytegnikus, die werkgewer die volle bydrae sal betaal, d.w.s. geen aftrekking mag van die lone van 'n leerling-vleissnytegnikus gedoen word nie;

Die tabel in klousule 23 van die Raad se Ooreenkoms moet soos volg lees:

TABEL

LIDMAATSKAPKATEGORIE	SALARIS PER MAAND		
	R1000 – R1500	R1501 – R4000	R4001 - +
Enkellid	R572.20	R620.20	R665.20

Lid + 1 afhanklike	R740.20	R806.20	R872.20
Lid + 2 afhanklikes	R752.20	R824.20	R896.20
Lid + 3 afhanklikes	R776.20	R848.20	R920.20
Lid + 4 of meer afhanklikes	R800.20	R872.20	R944.20
Enkelpensioenaris	R300	Hospitaalplan uitgesluit	
Pensioenaris + 1 afhanklike	R432	Hospitaalplan uitgesluit	
Pensioenaris + 2 afhanklikes		Tarief beskikbaar op aanvraag	
Lede van Hospitaalplan	R224.20	Mediesefondsvoordele uitgesluit	
Ongeluksplan	R82.50	Addisioneel by toepaslike bydrae in Tabel A	

Klousule 23 (16) moet soos volg lees:

- 16 Alle betalings uit die Fonds moet op die Fonds se rekening gedoen word per tjek onderteken deur twee gemagtigde ondertekenaars of elektronies betaal word deur 'n gemagtigde administrateur van die Fonds."

8. KLOUSULE 25. GROEPBEGRAFNISSEKEMA

Vervang subklousule (2) met die volgende:

- "(1) Met die doel om lede van die Fonds van voordele te voorsien, moet elke werkgewer elke maand R20,00 van die lone betaalbaar van sodanige lede aftrek en by so 'n aftrekking 'n bedrag van R5,00 voeg."

9. KLOUSULE 29C. GESKILLE AANGAANDE ONTSLAE

- (1) Die invoeging van 'n klousule tussen (d) en (e), wat soos volg lees:

- "(e) Die Raad mag van die applikant verwag om 'n bedrag van R100,00 as 'n nominale bydrae tot die Raad se verkwiste koste in die byeenroeping van die sitting te betaal

indien die applikant nie persoonlik opdaag nie of verteenwoordig word deur 'n arbeidsbetrekkinge-praktisyn, regspraktisyn, mede-werknemer of deur 'n lid, ampsdraer of 'n beampte van daardie party se vakbond of werknemersorganisasie en, indien die party 'n regspersoon is, deur 'n direkteur en 'n werknemer."

Klousule (e) word klousule (f) en moet soos volg lees:

- "(f) Indien die geskil vir arbitrasie verwys word, moet die Raad 'n Arbiter aanstel en alle verrigtinge sal onderhewig wees aan die bepalings van die Wet op Arbeidsverhoudinge, 1995, soos gewysig. Die Arbiter het die mag om te besluit oor die prosedure wat gevolg sal word by die arbitrasieverhoor, en is, na sy goeddunke, daarop geregtig om ingevolge artikel 138 (10) van die Wet 'n toekenning te doen aangaande die partye se arbitrasiekoste. Die Arbiter se besluit is finaal en bindend. Indien die arbiter ingevolge artikel 194 (1) van die Wet bevind dat die ontslag prosedurieel onbillik is, mag die arbiter die werkgever gelas om arbitrasiegelde te betaal."

10. KLOUSULE 29D

PROSEDURE VIR AFDWINGING INGEVOLGE HIERDIE OOREENKOMS

- (1) Klousule 29D, invoeging by subklousule (h), wat soos volg lees:

"(viii) Indien die arbiter bevind dat enige party in gebreke bly om enige van die bepalings van die Raad se Ooreenkoms wat vir daardie party bindend is na te kom, mag die arbiter, bykomend tot enige ander gepaste bevel, 'n boete hef.

- (ix) Die maksimum boete wat deur die arbiter gehef mag word ingevolge artikel 33A (8)(b) van die Wet -

(a) Vir versuim om 'n bepaling na te kom van hierdie Ooreenkoms wat nie 'n versuim om enige bedrag geld te betaal behels nie, word die boete bepaal ingevolge Tabel Een; en

- (b) Met betrekking tot 'n versuim om enige bedrag betaalbaar ingevolge hierdie Ooreenkoms te betaal, geld die grotere van die bedrae bepaal ingevolge Tabel Een en Tabel Twee.

TABEL EEN : MAKSIMUM TOELAATBARE BOETE WAT NIE ONDERBETALING BEHEL NIE

Geen voormalige versuim	R100 per werknemer met betrekking tot wie die versuim voorkom
'n Vorige versuim om dieselfde bepaling na te kom	R200 per werknemer met betrekking tot wie die versuim voorkom
'n Vorige versuim om dieselfde bepaling na te kom die afgelope 12 maaande of twee vorige nie-nakomings van dieselfde bepalings die afgelope drie jaar	R300 per werknemer met betrekking tot wie die versuim voorkom
Drie vorige nie-nakomings van dieselfde bepaling die afgelope drie jaar	R400 per werknemer met betrekking tot wie die versuim voorkom
Vier of meer vorige nie-nakomings met betrekking tot dieselfde bepaling die afgelope drie jaar	R500 per werknemer met betrekking tot wie die versuim voorkom

TABEL TWEE: MAKSIMUM TOELAATBARE BOETE RAKENDE ONDERBETALING

Geen vorige versuim	25% van die bedrag betaalbaar, insluitend enige rente verskuldig op die bedrag op die datum van die bevel
'n Vorige versuim met betrekking tot dieselfde bepaling die afgelope drie jaar	50% van die bedrag betaalbaar, insluitend enige rente verskuldig op die bedrag op die datum van die bevel
'n Vorige versuim met betrekking tot dieselfde bepaling die afgelope jaar, of twee vorige nie-	75% van die bedrag betaalbaar, insluitend enige rente verskuldig op die bedrag op die datum van

nakomings met betrekking tot dieselfde bepaling die afgelope drie jaar	die bevel
Drie vorige nie-nakomings met betrekking tot dieselfde bepaling die afgelope drie jaar	100% van die bedrag betaalbaar, insluitend enige rente verskuldig op die bedrag op die datum van die bevel
Vier of meer vorige nie-nakomings met betrekking tot dieselfde bepaling die afgelope drie jaar	200% van die bedrag betaalbaar, insluitend enige rente verskuldig op die bedrag op die datum van die bevel "

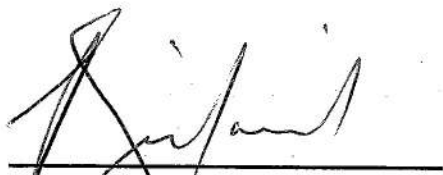
(2) Klousule 29D, subklousule (j) moet soos volg lees:

"(j) Die Sekretaris van die Raad kan aansoek doen om enige arbitrasietoekenning afdwingbaar te maak asof dit 'n opdrag van die Arbeidshof is, tensy dit 'n raadgewende arbitrasietoekenning is ingevolge artikel 143 van die Wet ."

(3) 'n Bykomende subklousule, naamlik subklousule (k) moet bygevoeg word, wat soos volg moet lees:

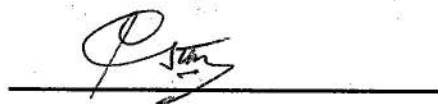
"(k) Alle arbitrasiegeskille wat die Raad hanteer word verhoor ingevolge die Wet op Arbeidsverhoudinge en nie die Wet op Arbitrasies, Wet 42 van 1965 nie."

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS 1ST DAY OF SEPTEMBER 2003



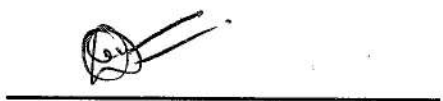
EMP BIELOVICH

Chairman of the Council



GS KOK

Vice Chairman of the Council



C DEACON

For the Secretary of the Council



EMP BIELOVICH

Chairman of the Meat Traders
Association (Gauteng)



ET SELORO

Secretary of the Meat Distributors and
Allied Workers Union (South Africa)



P KESWA

Secretary of the South African Meat
Distributors and Allied Workers
Union



GS KOK

Secretary of the Gauteng Meat Traders
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