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Regulation Gazette

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No. 28123



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

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PROCLAMATIONS

by the

*President of the Republic of South Africa***No. R. 58, 2005****COMMENCEMENT OF THE NATIONAL ENVIRONMENT MANAGEMENT: PROTECTED AREAS AMENDMENT ACT, 2004
(ACT No. 31 of 2004)**

In terms of section 31 of the National Environmental Management: Protected Areas Amendment Act, 2004 (Act No. 31 of 2004), I, hereby determine **1 November 2005** as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria, this Twenty-seventh day of September Two Thousand and Five.

**President**

By Order of the President-in-Cabinet:

**Minister of the Cabinet****ISIHLOKOMISO***Ngumongameli weRipabliki yoMzantsi Afrika***No. R. 58, 2005****UKUSUNGULWA KOLAWULO LWEZENDALO ZESIZWE: UMTHETHO WEENDAWO EZIKHUSELWEYO KA-2004
(UMTHETHO NO. 31 KA-2004)**

Ngokomgaqo weCandelo 31 loLawulo lwezeNdalo zeSizwe: Isihlomelo somthetho oyilwayo weeNdawo eziKhuselweyo ka-2004 (uMthetho No. 31 ka-2004), ndibeka, umhla **wokuqala eyeNkanga 2005** njengomhla wokuqalisa kokusetyenziswa koMthetho osele ukhankanyiwe.

Sikhutshwe phantsi kweSandla sam neTywina leRipabliki yoMzantsi Afrika ePretoria ngomhla waMashumi amabini anesixhenxe kwinyanga ka yoMsintsi ngonyaka wamawaka amabini anesihlanu.

**Umongameli**

Ngokomyalelo ka Mongameli kwiKhabhinethi:

**Umphathiswa weKhabhinethi**

PROCLAMATIONS

by the

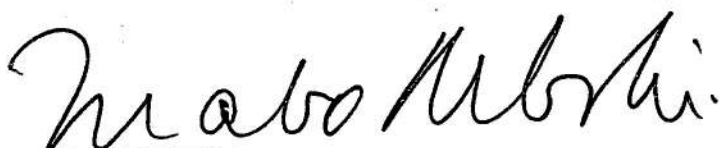
President of the Republic of South Africa

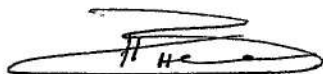
No. R. 59, 2005

GAS ACT, 2001 (ACT NO 48 OF 2001)

In terms of section 37 of the Gas Act, 2001 (No. 48 of 2001), I hereby determine 1 November 2005 as the date on which the said Act shall come into operation.

Given under my Hand and Seal of the Republic of South Africa at Pretoria this 23rd day of September two thousand and five.


PRESIDENT



MINISTER OF THE CABINET

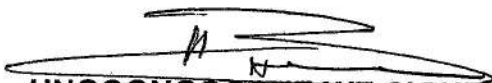
ISIMEMEZELO**SIKAMONGAMELI WERIPHABLIKI YASENINGIZIMU AFRIKA****No. R. 59, 2005****UMTHETHO OWENGAMELE IGESI, 2001 (UMTHETHO WESI 48 WANGO 2001)**

Ngokwe sigaba 37 soMthetho ongamele iGesi, 2001 (Wesi 48 wango 2001), ngalokhu nginquma 1 uLwezi 2005 njengosuku loMthetho ozoqala ngalo ukusebenza.

Njengoba inikzwe eZandleni Zami ngeGunya le Riphabiliki yaseNingizimu Afrika e Pretoria ngalolusuku 23 mhlaka September ngonyaka wezinkulungwane ezimbili nanhlanu.



UMONGAMELI



UNGQONGQOSHE WE SIGUNGU SIKAHULUMENI

PROCLAMATIONS

by the


President of the Republic of South Africa

No. R. 60, 2005

GAS REGULATOR LEVIES ACT, 2002 (ACT NO 75 OF 2002)

In terms of section 7 of the Gas Regulator Levies Act, 2002 (No. 75 of 2002), I hereby determine 1 November 2005 as the date on which the said Act shall come into operation.

Given under my Hand and Seal of the Republic of South Africa at Cape Town this 14th day of September two thousand and five.



PRESIDENT

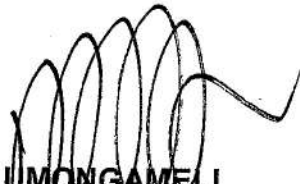


MINISTER OF THE CABINET

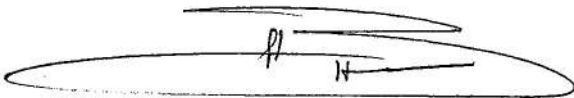
ISIMEMEZELO**SIKAMONGAMELI WERIPHABLIKI YASENINGIZIMU AFRIKA****No. R. 60, 2005****UMTHETHO WOKULAWULA INKOKHELO YEGESI, 2002 (UMTHETHO WESI 75
WANGO 2002)**

Ngokwe sigaba 7 soMthetho woKulawula iNkokhelo yeGesi, 2002 (wesi 75 wango 2002), ngalokhu ngingquma 1 uLwezi 2005 njengosuku loMthetho ozoqala ngalo ukusebenza.

Njengoba inikzwe eZandleni Zami ngeGunya le Riphabiliki yaseNingizimu Afrika e Kapa ngalolusuku 14th mhlaka Septemba ngonyaka wezinkulungwane ezimbili nanhlanu.



UMONGAMELI

**UNGQONGQOSHE WE SIGUNGU SIKAHULUMENI**

**PROCLAMATION
BY THE
PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA**

No. R. 61, 2005

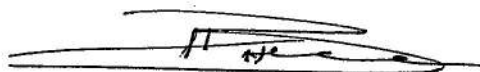
PETROLEUM PIPELINES ACT, 2003 (ACT NO 60 OF 2003)

In terms of section 36 of the Petroleum Pipelines Act, 2003 (No. 60 of 2003), I hereby determine 1 November 2005 as the date on which the said Act shall come into operation.

Given under my Hand and Seal of the Republic of South Africa at Pretoria this 27th day of September two thousand and five.



PRESIDENT



MINISTER OF THE CABINET

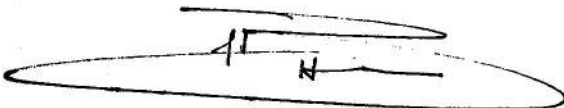
ISIMEMEZELO**SIKAMONGAMELI WE REPHABLIKI YASENINGIZIMU AFRIKA****No. R. 61, 2005****UMTHETHO WA MAPHAIPHI WE PHETHROLIYAMU, 2003 (UMTHETHO WESI
60 WANGO 2003)**

Ngokwe sigaba 36 soMthetho waMaphaiphi wePhethroliyam, 2003 (wesi 60 wango 2003), ngalokhu nginquma 1 uLwezi 2005 njengosuku loMthetho ozoqala ngalo ukusebenza.

Njengoba inikzwe eZandleni Zami ngeGunya le Riphabiliki yaseNingizimu Afrika e Pretoria ngalolusuku 27 mhlaka September ngonyaka wezinkulungwane ezimbili nanhlanu.



UMONGAMELI



UNGQONGQOSHE WE SIGUNGU SIKAHULUMENI

**PROCLAMATION
BY THE
PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA**

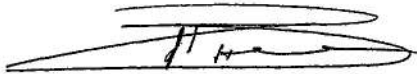
No. R. 62, 2005

PETROLEUM PIPELINES LEVIES ACT, 2004 (ACT NO 28 OF 2004)

In terms of section 7 of the Petroleum Pipelines Levies Act, 2004 (No. 28 of 2004), I hereby determine 1 November 2005 as the date on which the said Act shall come into operation.

Given under my Hand and Seal of the Republic of South Africa at Pretoria this 27th day of September two thousand and five.


PRESIDENT

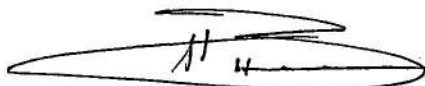


MINISTER OF THE CABINET

ISIMEMEZELO**SIKAMONGAMELI WERIPHABLIKI YASENINGIZIMU AFRIKA****No. R. 62, 2005****UMTHETHO WENKOKHELELO YAMAPHAIPHI EPHETROLIYAMU 2004****(UMTHETHO WESI 28 WANGO 2004)**

Ngokwe sigaba 7 soMthetho weNkokhelelo yaMaphaiphi e Phetroliyam, 2004(Wesi 28 wango 2004), ngalokhu ngingquma 1uLwezi 2005 njengosuku loMthetho ozoqala ngalo ukusebenza.

Njengoba inikzwe eZandleni Zami ngeGunya le Riphabiliki yaseNingizimu Afrika e Pretoria ngalolusuku 27 mhlaka September ngonyaka wezinkulungwane ezimbili nanhlanu.

**UMONGAMELI****UNGQONGQOSHE WE SIGUNGU SIKAHULUMENI**

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1009**21 October 2005**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY: EXTENSION TO NON-PARTIES OF A COLLECTIVE AGREEMENT ON DISPUTE RESOLUTION LEVY AND REGISTRATION OF EMPLOYERS IN THE GAUTENG PROVINCE

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 Chemical 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 the Industry with effect from 31 October 2005 and for the period ending 31 August 2010.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1009**21 Oktober 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE CHEMIKALIE NYWERHEID: UITBREIDING NA NIE-PARTYE VAN DISPUUT RESOLUSIE HEFFING EN REGISTRASIE VAN WERKGEWERS KOLLEKTIEWE OOREENKOMS IN DIE GAUTENG PROVINSIE

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 Bedingsraad vir die Chemikalie Nywerheid 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 31 Oktober 2005, en vir die tydperk wat op 31 Augustus 2010 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY
COLLECTIVE AGREEMENT ON DISPUTE RESOLUTION LEVY AND
REGISTRATION OF EMPLOYERS IN THE CHEMICAL INDUSTRY**

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

Surface Coatings Industry Employers' Association**National Fast-Moving Consumer Goods Employers' Association****Explosives Industry Employers' Association****National Speciality Chemicals Employers' Association****Fertilizer Industry Employers' Association****Glass Industry Employers' Association****Labour Affairs Association of the Pharmaceutical Industry****National Base Chemical Employers' Association****National Petroleum Employers' Association**

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

Chemical, Energy, Paper, Printing, Wood and Allied Workers Union (CEPPWAWU)**General Industries Workers Union of South Africa (GIWUSA)****South African Chemical Workers Union Solidarity / MWU**

(hereinafter referred to as the "trade unions"); of the other part,
being the parties to the National Bargaining Council for the Chemical Industry.

1. SCOPE OF APPLICATION OF THIS AGREEMENT

1.1 The terms of this Agreement shall be observed in the Chemical Industry throughout the Gauteng Province and shall bind, with effect from the date referred to in clause 2 below—

- (a) The employer's organizations who are party to the National Bargaining Council for the Chemical Industry and their members in Gauteng; and
- (b) the trade unions who are party to the National Bargaining Council for the Chemical Industry and their members in Gauteng;

1.2 Clause 1.1 (a), 1.1(b) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date of signature hereof and, in respect of employers and employees to whom its provisions may be extended, on a date to be fixed by the Minister of Labour in terms of section 32 of the Act and shall remain in force until 31 August 2010.

3. INTERPRETATION

- 3.1 Any reference to the singular shall include the plural, and vice versa;
- 3.2 Any reference to natural persons shall include legal persons (incorporated or unincorporated) and any reference to the masculine gender shall include the feminine, and vice versa.
- 3.3 Any expressions used in this Agreement which are defined in the Act, shall have the same meaning as in the act and any reference to the Act shall include any amendments of the Act.
- 3.4 In this Agreement any word or expression to which a meaning has been assigned in the Basic Conditions of Employment Act, 1997, shall have the meaning so assigned, unless the context indicates otherwise.

4. DEFINITIONS

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following terms shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings—

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995);

"Agreement" includes Council Collective Agreement No. 2 of 2003;

"application for exemption" means an application for exemption from any provisions on this Agreement;

"BCEA" means the Basic Conditions of Employment Act, No. 75 of 1997;

"The business entity" means any business premises or part thereof, on or in connection with which one or more employees are employed in the Chemical Industry;

"Commission" means the Commission for Conciliation, Mediation and Arbitration established in terms of section 112 of the act;

"Chemical Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated within the following categories:

1. "Chemically-related consumer goods" includes—

the manufacture of all chemically-based general household and personal care products, including soap in any form; synthetic detergents; shampoos and shaving products; cleansers; washing and scouring powders and similar cleaning preparations; air fresheners and insecticides for domestic use; household pesticides and disinfectants; cosmetics; fragrances; deodorants; lotions; hair dressings; toothpaste and other toilet preparations, and all operations incidental to these activities; and

2. "Glass" includes—

- (1) the manufacture, smelting, decoration, distribution, conversion and storage processes of glass products in the following markets:
 - (a) Packaging and containerware;
 - (b) blown glass, whether this is performed mechanically or manually, including glass bending;
 - (c) building glass for building, architectural, toughening and silvering use, including application;
 - (d) automotive glass for original equipment and replacement, including application;
 - (e) fibreglass, mineral wools, slagwool and rockwool;
 - (f) insulator glass and fibreglass and continuous filament products;

- (g) glass tableware;
- (h) glass for pharmaceutical purposes;
- (i) cutting and colouring activities;
- (j) covering, including any articles consisting wholly or mainly of glass;
- (k) safety glass and laminated glass;
- (l) talc, kaolin, bentonite and limestone;

and includes all operations incidental to these activities, but excludes the activities of the "glazing", "shop, office and bank fitting" and "painting" trades of the Building Industry;

- (2) the extraction, processing and distribution of industrial minerals and other non-metallic mineral products that are specifically employed in the manufacture of glass and/or glass products, or are by-products of the extraction and processing of silicate, glass, sand or any other non-metallic mineral product primarily for use in the manufacture of glass, and all operations incidental to these activities;

3. "**Industrial Chemicals**" includes—

- (1) *base chemicals*, namely—

the manufacture and distribution of organic and inorganic chemicals such as cyclic intermediates and crude, dyes, organic pigments, master batches, non-cyclic organic chemicals, solvents, polyhydric alcohols, rubber processing chemicals, synthetic and natural tanning materials, gum and wood chemicals, esters of inorganic pigments, urea and fatty and other acids, inorganic acids; alkalis, inorganic pigments, hydrogen peroxide, carbon bisulphide, phosphorus, magnesium carbonate, bromine, iodine, sodium nitrate, potassium nitrate, dry ice (solid carbon dioxide), chemical materials for atomic fission and fusion and the products of these processes; industrial gas in compressed, liquefied and solid form, chloralkali products, associated products and derivatives such as calcium hypochlorite and ferric chloride; organic anhydrides such as phthalic and maleic anhydride; plasticisers, ion exchange resins; activated carbon; mining chemicals such as froth flotation reagents; metal chemicals such as platinum group metal salts and cobalt salts; the manufacture of chemicals for use in fire extinguishers; industrial alcohol, rectified and absolute alcohol, cane oils, methylated spirits, benzene, ether and ammonia; furfural, furfuryl alcohol, diacetyl, and all activities incidental to these activities; synthetic resins, polymel emulsions, polyvinyl alcohol, cellulose esters, plastic materials and non-vulcanizable elastomers (excluding those in the form of moulding and extrusion compound) and vulcanizable elastomers, solid and liquid resins, excluding sheets, rods, tubes, gradulars and powders, and also excluding the manufacture and distribution of fertilisers and man-made fibres;

- (2) *explosives*, namely—

those activities undertaken by commercial enterprises whose primary activities are governed by the Explosives Act, 1956, including the manufacture and marketing of explosives and explosives accessories and all operations incidental to these activities; and

- (a) in this context "**explosive**" means—

- (i) a substance (or a mixture of substances) including carbide, metal oxides and salts in a solid or liquid state, that is in itself capable by chemical reaction of producing gas at such a temperature and pressure and at such a speed as to cause damage to the surroundings;
- (ii) a pyrotechnic substance or a mixture of substances designed to produce light, sound, gas, noise or smoke, or a combination of these, as the result of non-detonative self-sustaining exothermic chemical reaction; or
- (iii) an explosive article containing one or more explosive substances; and

- (b) "**explosive accessories**" means shall devices that are able to initiate the above-mentioned chemical reaction and includes transmission lines,

- (3) *fertilizers*, namely—

the supply, manufacture, formulation and distribution of—

- (a) fertilizer and related products, including straight, mixed, compound and complex nitrogenous, phosphatic and potassic fertilizers, urea, organic fertilizer, and agricultural lime, and the operation of sulphuric, phosphoric and nitric acid plants in conjunction with fertilizer plants; or
- (b) other raw materials, and chemical compounds primarily used in agriculture as listed in Group 3512 of the International Standard Industrial Classification of All Economic Activities (ISIC) and in Group 3342 of the Standard Industrial Classification of the Chemical Industry, as classified at the date of the application hereof;

and all operations incidental to these activities, but excludes the activities for which the Bargaining Council for the Grain Co-operative Industry is registered;

(4) *speciality chemicals*, namely—

the manufacture, sale and/or distribution of diversified speciality chemicals for predominantly industrial use; including but not limited to future, metal and other polishes; waxes and dressings; disinfectants, insecticides, fungicides, herbicides and pesticides for industrial/agricultural use; dry and wet cell batteries; sterilants and deodorisers; electric cable insulating compounds and material; wetting agents, emulsifiers and penetrants; adhesives, glues, coatings, sealants, bonding agents and mastic compounds, sizes and cements, except dental, from vegetable, animal or purchased synthetic plastic materials; non-decorative, anti-corrosive, wear-resistant surface coatings and tiles; metallurgical powders; additives for plastics; candles; food additives; fine chemicals and enzymes; bluing, bleaching and laundry soaps; boiler and heat insulating products; metal, oil and water treating compounds; laboratory chemicals and prepared photochemical materials and sensitised film, paper and cloth; dubbin; and trading in commodity chemicals, and all operations incidental to these activities, but excludes the activities of the "asphalting", "damp-proofing", "waterproofing" and "painting" trades of the Building Industry as well as the activities for which the Bargaining Council for the Grain Co-operative Industry is registered;

(5) *surface coatings*, namely—

- (a) the preparation, manufacture, bottling, wrapping, packing or sale of paints, distemper, lacquers, varnishes, enamels, finishes, powder coatings, fillers, putties, thinners, synthetic resins, writing inks, printing inks, printing rollers and Printing Industry sundries; and
- (b) the delivery and distribution of the said products to a depot of the manufacturers, or to the premises of a wholesaler, retailer or user, if such delivery or distribution is carried out by the same employer who prepared, manufactured, bottled, wrapped, packed or sold such products;

and all operations incidental to these activities;

4. **"Petroleum"** includes—

- (1) (a) the acquisition, importation, manufacture, supply, distribution, storage or blending of any finished or partly finished petroleum product;
- (b) the acquisition, importation, storage or use of any feedstock;
- (c) all operations concerned with the exploration for and testing of natural gas deposits;
- (d) oil well and gas well operations and the drilling, and completing and equipping of such wells;
- (e) the storage and marketing of a petroleum product, including liquid petroleum gas, to resellers, agents, distributors and end users; and all operations incidental to these activities;
- (2) the following activities are, however, excluded from the definition of the category **"petroleum"**:
 - (a) The storage or marketing of any petroleum product by service stations, co-operatives in terms of the Co-operatives Act, 1981, and sellers of illuminating paraffin;
 - (b) the mere transportation of any petroleum product, i.e., where the person affecting the transport does not—
 - (i) acquire, supply or market such product;
 - (ii) manufacture, blend or import such product;
 - (iii) store or intend to store such product;
 - (c) the acquisition, importation, storage or consumption of a petroleum product by the end consumer thereof;
 - (d) the manufacture and supply of any chemical additive to be used to manufacture a petroleum product;
 - (e) the activities in respect of which either the National Bargaining Council for the Motor Industry or the Transnet Bargaining Council have jurisdiction.

5. **Pharmaceuticals includes—**

The manufacture, fabrication, processing and distribution (excluding wholesaling) of drugs, medicines and health-monitoring preparations, including biological products such as bacterial and virus vaccines, serums and plasmas; medicinal chemicals and botanical products such as antibiotics, quinine, strychnine, sulphur drugs, opium and derivatives, adrenal, caffeine and codeine derivatives, vitamins, diagnostics and pharmaceutical preparations for human or veterinary use; and antiseptics for medical but not for household use, and all operations incidental to these activities;

"Council" or "Bargaining Council" means the National Bargaining Council for the Chemical Industry registered in terms of section 29 of the Act;

"employee"

"establishment" means any business premises or part thereof, on or in connection with which one or more employees are employed in the Chemical Industry;

"General Secretary" means that Secretary of the Council appointed in terms of the constitution;

"notice" including any reference to "notify", "notified", "properly notified", "serve" or "served" means written notice by means of effecting personal notice on the party concerned, posting a registered letter containing the notice to the office of the party concerned, or telefaxing the notice to the office of the party concerned: Provided that the telefax receipt shows that the notice has been transmitted to the addressee;

"objector" means any person or organisation that indicated to the General Secretary that he opposes an application for exemption in terms of this Agreement;

"parties to the exemption dispute" means the applicant for exemption and any objectors, whether organisations and/or individuals, and "party" has a corresponding meaning;

"Variations Committee" means the committee established by the Council in terms of clause 8 of the constitution, which shall have delegated powers to deal with exemption applications in terms of clause 10 of this Agreement on behalf of the Council;

"National Exemptions Committee" means the National Exemptions Committee appointed in terms of clause 16 of the constitution; and/or Independent Body as set out in section 32 of the Act;

"constitution" means the constitution of the Council;

"day" means—

- (i) a calendar day; and
- (ii) the first day of any period is excluded and the last day is included; and
- (iii) the last day of any period shall be excluded if it falls on a Saturday, a Sunday, a public holiday or any other day on which the Council's offices are officially closed.

5. OBJECTIVES

The objectives of this Agreement are—

- (a) to provide, by way of a dispute resolution levy, the funds required by the Council to carry out its dispute resolution functions under its constitution and the Act and other legislation;
- (b) to provide a procedure for employers to apply for an exemption from paying the levy referred to in clauses 5 (a), 6.1 and 6.2;
- (c) to provide for the compulsory registration of employers who fall within the registered scope of the Council;
- (d) to provide for the enforcement of this Agreement;
- (e) to provide a procedure for the resolution of any dispute arising from the application, enforcement or interpretation of this Agreement.

6. DISPUTE RESOLUTION LEVY

6.1 Every employer shall deduct R1,50 per month from the earnings of each of his employees.

6.2 The employer shall add an equal amount (R1,50) to the amount referred to in 6.1 above and shall forward the total amount to the Council on or before the 7th day of the month following the month in which the deductions were made. This payment shall be accompanied by a schedule stating the date of the deduction, the names of the employees in respect of whom deductions were made, the total amounts deducted, the amount contributed by the employer and the total amount paid over to the Council.

6.3 Where an employee is on leave, whether on full pay or not, both his own and the employer's contributions shall be continued for the period of such leave.

6.4 Whenever an employer pays any sum of money due to the Council in terms of 6.1 and 6.2 above in any manner other than in cash and such payment is not honoured for any reason whatsoever then, for the purposes of section 33A (9) of the Act, it shall be deemed that the employer had not paid the amount and interest shall be payable as provided in section 33A (9) of the Act read with this clause.

6.5 Should any amount due in terms of this clause not be received by the Council on or by the 7th day of the following month, the employer shall forthwith be liable for and be required to pay interest on such amount as remains unpaid at an interest rate charged in terms of section 33A (9) of the Act, calculated from the 1st day of the month in which the payment is due until the day upon which payment is actually received by the Council.

6.6 An employer who is charged interest in terms of section 33A (9) of the Act regarding that portion of the amount that he is entitled to deduct from an employee's earnings in terms of 6.1 above, shall not deduct that interest from the employee's wages and/or earnings.

6.7 Any interest due to the Council in terms of section 33A (9) of the Act shall be payable on demand and unpaid interest shall itself accrue interest on a monthly basis.

6.8 In exceptional instances the Council may decide in its absolute discretion to waive payment of such interest or part thereof.

6.9 In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer, first in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

7. COMPULSORY REGISTRATION OF EMPLOYERS

7.1 Every employer referred to in clause 1.1 (a) or (b) above, unless he has already done so, shall in respect of each place at which he carries on business involving an activity falling within the registered scope of the Council, complete a statement in the form of "Annexure A" to this Agreement and lodge such statement with the General Secretary, not later than 30 days after the date on which this Agreement becomes binding in the case of any place of business which is operating at that date; or of the commencement of business at any such place.

7.2 If any change occurs in the contact details of a business, every employer shall, within one month after such change, notify the General Secretary of such change.

8. AGENTS

8.1 The Council shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this Agreement. These agents shall be appointed by the Minister of Labour in terms of section 33(1) of the Act.

8.2 It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and to examine such documents, books, salary/wage advices, pay envelopes and pay tickets and to question such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being complied with.

8.3 The General Secretary may at any time require a designated agent to monitor compliance with the provisions of this Agreement.

9. ENFORCEMENT AND DISPUTE RESOLUTION

9.1 Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement with the General Secretary or other designated official of the Council for resolution in terms of this Agreement;

9.2 The General Secretary may require a designated agent to investigate the complaint or dispute;

9.3 Such designated agent shall perform the functions and have the powers set out in the Act, including section 33 and 33A and Schedule 10 of the Act. It is specifically recorded that such designated agent shall have the power to issue compliance orders;

9.4 The Council shall take all reasonable steps necessary to ensure compliance with this Agreement. This may be done through its own investigations or through any other source. If it appears that the provisions of this Agreement may have been breached, then the following procedures shall apply to enforce compliance:

- (a) The General Secretary or other designated official of the Council shall appoint a designated agent to investigate the alleged breach;
- (b) If, upon completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the agent may endeavour to secure compliance with the Agreement, in terms of guidelines, or decisions of the Council, where these exist, by—
 - (i) publicising the contents of this Agreement;
 - (ii) conducting inspections;
 - (iii) investigating complaints;
 - (iv) endeavouring to secure compliance with this Agreement through conciliation; or
 - (v) issuing a compliance order requiring any person bound by this Agreement to comply with this Agreement within a specified period.

9.5 The designated agent shall submit a written report to the General Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

9.6 On receipt of the report, the General Secretary may—

- (a) require the designated agent to make further investigations;
- (b) or, if further conciliation is required, appoint a conciliator from the Council's panel of conciliators to conciliate;
- (c) or, issue a compliance order;
- (d) or, refer the dispute to arbitration in terms of this Agreement.

9.7 If a compliance order is issued, that order shall be served on the party allegedly in breach of this Agreement;

9.8 The party on whom the order is served may object thereto in writing. The objection shall be served on the Council and other interested parties within 14 days of service of the order.

9.9 If a party objects, the General Secretary may take any of the steps referred to in 9.6 above, except to issue another compliance order.

9.10 If there is no objection, the General Secretary or any affected party may at any time apply to have the order made an arbitration award.

9.11 The designated agent shall report all disputes concerning compliance with any provisions of this Agreement to the General Secretary or other designated official of the Council.

9.12 In a case where a dispute is referred to the Council after completion of any required investigation, the Council shall appoint a conciliator to attempt to resolve the dispute through conciliation.

9.13 If a conciliator has been appointed to resolve a dispute through conciliation, the General Secretary shall decide the date, time and venue of the conciliation meeting and shall serve notices of these particulars on the parties to the dispute.

9.14 Where a dispute is referred to conciliation, the conciliator shall attempt to resolve the dispute through conciliation within 30 days or within an extended period as agreed by the parties to the dispute.

9.15 Where a dispute is not resolved after a conciliation meeting, or after any extended period as agreed between the parties, the conciliator shall issue an outcome form stating that the dispute was not resolved.

9.16 Where the Act requires a dispute to be resolved through arbitration and the outcome form has been issued in terms of 9.15 above, any party, including the General Secretary, may request the Council to appoint an arbitrator to arbitrate the dispute. Such request shall be made within 14 days of the date of the outcome form issued in terms of 9.15 above. The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.

9.17 If the dispute is referred to arbitration, the General Secretary shall appoint an arbitrator from the Council's panel of arbitrators.

9.18 The General Secretary shall decide the date, time and venue of the arbitration hearing.

9.19 The General Secretary shall serve notices of the date, time and venue of the arbitration on the parties to the dispute.

9.20 The arbitrator shall resolve the dispute through arbitration.

9.21 The arbitrator shall conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.

9.22 Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party and address concluding arguments to the arbitrator.

9.23 The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the parties to the dispute consent to this.

9.24 In any arbitration proceedings, a party to the dispute may appear in person or be represented by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee; Parties may be represented by a legal practitioner in the proceedings Provided that—

- (a) the panellist and all the other parties consent,
- (b) the panellist concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering—
 - (i) the nature of the questions of law raised by the dispute;
 - (ii) the complexity of the dispute;
 - (iii) the public interest; and
 - (iv) the comparative ability of the opposing parties or their representatives to deal with the dispute.

9.25 If the party who referred the dispute to the council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.

9.26 If a party, other than the party who referred the dispute to the council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may, providing that the parties have been properly served and it is appropriate in the circumstances to do so—

- (a) continue with the arbitration proceedings in the absence of that party; or
- (b) adjourn the arbitration proceedings to a later date.

9.27 Within 14 days of the conclusion of the arbitration proceedings—

- (a) the arbitrator shall issue an arbitration award with reasons, signed by the arbitrator; and
- (b) the Council shall serve a copy of that award on each party to the dispute or the person who represented a party to the dispute within 48 hours of receipt thereof.

9.28 On good cause shown, the General Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.

9.29 Any arbitrator who has issued an arbitration award or ruling, or any other arbitrator appointed by the General Secretary may, on his own initiative or as a result of an application by an affected party, vary or rescind an award or ruling—

- (a) erroneously sought or made in the absence of any party affected by the award or ruling;
- (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
- (c) granted as a result of a mistake common to the parties to the proceedings.

9.30 An arbitrator conducting an arbitration in terms of this clause may make any appropriate award including—

- (a) ordering any person to pay any amount owing in terms of this Agreement;
- (b) imposing a fine for a failure to comply with this Agreement in accordance with item 29 of Schedule 7 and section 33A (13) of the Act;
- (c) charging a party to the arbitration an arbitration fee;

- (d) ordering a party to the arbitration to pay the costs of the arbitration;
- (e) confirming, varying or setting aside a compliance order issued by a designated agent;
- (f) any award contemplated in section 138 (9) of the Act;
- (g) any award in relation to the interest payable on any amount that a person is obliged to pay in terms of this Agreement.

9.31 Subject to the provisions of the Act, an arbitration award made in terms of this clause shall be final and binding on the parties to the dispute.

9.32 The General Secretary or other designated official of the Council may apply to the Director to certify that the arbitration award is an award contemplated in terms of section 143 (1) of the Act.

9.33 An arbitration award regulating any of the matters referred to in the provisions of this Agreement shall remain in force until the expiration of the Agreement.

10. EXEMPTIONS

10.1 Any employer, whether a party or a non-party to the Council, which is registered with and falls within the Council's registered scope for the purposes of this Agreement, may apply to the Council for exemption from the provisions of clause 6 of this Agreement.

10.2 All applications for exemption shall be made on a prescribed form, in the form of "Annexure B" to this Agreement.

10.3 All applications for exemption shall be motivated in accordance with the exemption criteria set out in 10.19 below; shall be supported by relevant documentation and, in addition shall contain the following information:

- (a) The period for which the exemption is sought;
- (b) the number of employees affected and how many of such employees are members of a registered trade union;
- (c) satisfactory proof that the applicant has consulted, or will consult, its employees at plant level in respect of the exemption sought, which consultation shall include a registered trade union party, where such trade union has members employed at the workplace, and shall include the response resulting from such consultation; and
- (d) the demonstrable commercial need of the applicant for the exemption sought.

10.4 All applications for exemption shall be made to the General Secretary of the Council, who shall forthwith refer the full exemption application to the Variations Committee, which shall have delegated powers to deal with such application on behalf of the Council.

10.5 The Variations Committee shall consider and determine the application in accordance with the criteria set out in 10.19 below, within 45 days from the date of lodgement of the application with the General Secretary. Should the Committee fail to deal with the application within the prescribed period, the applicant may refer the application to the National Exemptions Committee.

10.6 The Variations Committee may call for any further information or submission it deems appropriate from the applicant, prior to making a decision. The time period stipulated in 10.5 above may be extended by agreement between the parties to furnish the additional information or submissions.

10.7 The Variations Committee may, after considering the application in terms and the provisions of the criteria contained in this clause, grant, partially grant, or reject such application for exemption, and may impose any conditions on the granting or partial granting of any application it deems fit under the circumstances. If the applicant is not prepared to accept a partial granting of the application or any conditions imposed by the Variations Committee, the application shall be deemed to have been rejected.

10.8 Subject to the time period for considering the application, as provided in 10.5 above, should the Variation Committee be unable to agree, the application shall be deemed to have been rejected.

10.9 The Executive Committee shall ratify at its next meeting, any decision of the Variations Committee to approve or partially approve or reject any application for exemption: Provided that such decision of the Variations Committee is consistent with the Council's officially approved exemptions policy.

10.10 The Variations Committee shall notify the applicant of its decision within seven days of such decision having been reached.

10.11 If the application has been granted or partially granted, the Variations Committee shall specify the following in its notification to the applicant:

- (i) The conditions, if any, of its approval of the application;
- (ii) the period for which the exemption will be valid;
- (iii) the full name of the exempted employer or employee; and

upon receipt of a written request, the Variations Committee shall provide brief written reasons for its decision to grant the exemption to any party which has interest in the matter.

10.12 If the application for exemption is rejected or partially approved, the Variations Committee shall provide concise written reasons for such rejection or partial approval to the applicant within seven days of its decision.

10.13 Any reasons given by the Variations Committee shall not bind the National Exemptions Committee in considering any appeal for in 10.15 below, since the latter may make a decision on appeal in accordance with such reasons as it deems appropriate.

10.14 The applicant shall bear the fee of the National Exemptions Committee in considering and determining the appeal. Such fees shall be set by the Council from time to time, but may not exceed the fees levied by the National Exemptions Committee in determining the application.

10.15 Any decision of the Variations Committee to reject, partially approve the application or withdraw an exemption already granted may be referred on appeal to the National Exemptions Committee hereby established in terms of the Act and the constitution of the Council.

10.16 Such application shall be lodged within fourteen (14) days of the applicant's being notified of the decision of the Variations Committee. The National Exemptions Committee may condone a late appeal on good cause shown.

10.17 If the applicant's appeal is successful, the fee paid in terms of 10.14 above shall be returned to the applicant. Should the appeal fail, the fee shall be retained.

10.18 The National Exemptions Committee's decision shall be final and binding.

10.19 The following criteria shall be taken into account by the Variations Committee and the National Exemptions Committee when determining applications for exemptions or appeals:

- (a) The merits of the written and verbal (if any) motivation provided by the applicant, the documentation supporting the application, and, in particular, whether the applicant has made a compelling case for the exemption;
- (b) whether or not the workers have supported or rejected the application, providing such support or rejection may be determined by ballot;
- (c) whether or not the applicant is in arrears with respect to payment of Council levies or employer or employee or trade union subscriptions and if so, whether an agreed payment plan exists in respect of any such outstanding moneys;
- (d) whether the application, if granted, would result in a conflict with the primary objectives of the Act;
- (e) what impact, if any, a successful application for exemption will have on the applicant's competitors;
- (f) the extent to which the proposed exemption may undermine collective bargaining and labour peace in the industry or sector;
- (g) any existing or projected special financial, economic or other circumstances put forward by the applicant as reasons warranting the granting of an exemption, including what economic hardship the applicant will suffer if the applicant is refused: Provided that the Variations Committee or the National Exemptions Committee may require the disclosure of such relevant verifiable information as it deems fit in this regard;
- (h) the history of the business entity and/or its shareholders, directors and owners within the industry, including the period of its operation and in particular whether or not the entity is a new emerging enterprise or a small or medium enterprise (SME);
- (i) any representations made by the employees and/or their representatives, including a registered trade union, or any party to the Council;
- (j) any possible alternatives which may be acceptable to the applicant and/or any other interested party in the circumstances;
- (k) the cost, efficiency and administration of any conditions which the Variations Committee or National Exemptions Committee may feel it necessary to impose;
- (l) what cost-saving measures may have been implemented by the applicant other than those in respect of its cost of labour;
- (m) what hardship may eventuate to employees in the event of the exemption being granted;
- (n) any relevant time limits contained in this exemption procedure and the Act, and in particular that any exemption or partial granting of an exemption shall be for a fixed, stipulated period;
- (o) whether the applicant has provided sufficient verifiable and relevant information in support of the application;
- (p) any other relevant factor.

10.20 An applicant shall be entitled to apply on the prescribed form, "Annexure B", to the General Secretary of the Council for the extension of any exemption granted by either the Variations Committee or the National Exemptions Committee. An application for extension shall contain such additional information as may be necessary and required to substantiate the request with reference to the criteria set out in 10.3 above.

10.21 The procedure and requirements for considering and determining an application for extension shall be in accordance with the provisions of 10.2 above, read with the changes required by the context.

Thus done and signed at Johannesburg on this 27th day of July 2005.

STEPHANUS ERNST

Chairperson

WELILE NOLINGO

Deputy-Chairperson

BHEKINHLANHLA MTHETHWA

General Secretary

ANNEXURE A

The General Secretary
The National Bargaining Council for the Chemical Industry (NBCCI)
PO Box 61418
MARSHALLTOWN
2107

Date:

Dear Sir/Madam

REGISTRATION AS EMPLOYER IN THE CHEMICAL INDUSTRY

In accordance with clause 6 of the NBCCI's Agreement on a Dispute Resolution Levy and Registration of Employers in the Chemical Industry, I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on:

.....

2. In case of company or close corporation, name of company/CC:

.....

Registration number:

3. Telephone No. (including dialling code):

Fax No. (including dialling code):

E-Mail Address:

Address of head office (where applicable):

.....

4. Nature of business:

.....

5. Date on which trading, with respect to an activity falling within the scope of the Council, commenced:

.....

6. Number of employees within the following sectors (see attached NBCCI scope of registration) as defined in Schedule 1 of the NBCCI's constitution:

Sector	Number	Sector	Number
Fast-moving consumer goods		Explosives	
Glass		Specialty chemicals	
Fertilisers		Base Chemicals	
Surface Coatings		Petroleum	
Pharmaceuticals			

7. Name of employers' organisation of which I am a member:

.....

ANNEXURE B

EXEMPTION APPLICATION

Ref. No:

Tel. No:

Cell No:

1.
(NAME OF FIRM/CO, CC)

Fax No:

.....
(ADDRESS)

2. EXEMPTION REQUIRED:

.....

.....

.....

.....

.....

.....

3. RELEVANT CLAUSES:

.....

.....

.....

.....

4. PERIOD FOR WHICH EXEMPTION IS REQUIRED:

.....

.....

.....

5 (a) NUMBER & CATEGORY OF EMPLOYEES IN EMPLOYMENT:

NUMBER	CATEGORY	NUMBER	CATEGORY

(b) NUMBER & CATEGORY OF EMPLOYEES AFFECTED BY THIS APPLICATION:

NUMBER	CATEGORY	NUMBER	CATEGORY

6 (a) WERE CONSULTATIONS HELD WITH THE EMPLOYEES?

<input type="checkbox"/>	<input type="checkbox"/>
Yes	No

(b) DATE OF CONSULTATION:

(c) RESPONSE OF EMPLOYEES:

7 (a) WERE CONSULTATIONS HELD WITH EMPLOYEE REPRESENTATIVES?

☐ ☐
Yes No

(b) RESPONSE FROM EMPLOYEE REPRESENTATIVES:

(c) NAME OF UNION/REPRESENTATIVE:

8 (a) WAS A BALLOT HELD?

☐ ☐
Yes No

(b) WHAT WAS THE RESULT?

9 ANY DOCUMENTATION SUPPORTING/OPPOSING THIS APPLICATION
PLEASE LIST AND ATTACH:

10 ANY RELEVANT MOTIVATION:

11 COUNCIL FUNDS PAID TO DATE?

☐ ☐
Yes No

IF NOT, TO WHAT DATE WERE THEY PAID?

DULY SIGNED AT THIS DAY OF

FOR THE EMPLOYER

FOR EMPLOYEE REPRESENTATIVE

DESIGNATION

DESIGNATION

No. R. 1014**21 October 2005****LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE FOOTWEAR SECTION TECHNOLOGICAL FUND COLLECTIVE AMENDING AGREEMENT**

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 of the Leather Industry of South Africa and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 31 October 2005, and for the period ending 10 May 2008.

M. M. S. MDLADLANA**Minister of Labour****No. R. 1014****21 October 2005****WET OP ARBEIDSVIRHOUDINGE, 1995****NASIONALE BEDINGINGSRAAD VAN DIE LEERNYWERHEID VAN SUID-AFRIKA: UITBREIDING NA NIE-PARTYE VAN SKOEISELSEKSIE TEGNOLOGIESE FONDS KOLLEKTIEWE WYSIGINGSOORENKOMS**

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 van die Leernywerheid van Suid-Afrika 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 31 Oktober 2005, en vir die tydperk wat op 10 Mei 2008 eindig.

M. M. S. MDLADLANA**Minister van Arbeid****SCHEDULE****NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA****FOOTWEAR SECTION: TECHNOLOGICAL FUND COLLECTIVE AGREEMENT**

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

Southern African Footwear and Leather Industries Association (SAFLIA)

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

National Union of Leather and Allied Workers**Southern African Clothing and Textile Workers' Union**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being parties to the National Bargaining Council of the Leather Industry of South Africa, to amend the Agreement published under Government Notices Nos. R. 1321 of 6 November 1998, R. 1102 of 17 September 1999, R. 1341 of 8 December 2002 and R. 1323 of 26 September 2003.

1. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed—

- (a) in the Republic of South Africa, as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);
- (b) by all employers who are members of the employers' organisations and who are engaged in the Footwear Section of the Leather Industry and by all employees who are members of the trade unions and who are employed in the Footwear Section of the Leather Industry.
- (c) Notwithstanding the provisions of subclause (a), the terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (b) and 2.

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 10 May 2008.

3. CLAUSE 4: FOOTWEAR SECTION TECHNOLOGIES FUND

In subclause (3), substitute the expression "7,5%" for the expression "five per cent".

Signed by the parties at Durban on this 26th day of May 2005.

D.J.F. LINDE

Member of the Council

M. PAULSEN

Member of the Council

A. KRIEL

Member of the Council

L.M. VAN LOGGERENBERG

General Secretary of the Council

No. R. 1018

21 October 2005

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE, BEDDING & UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION: 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 Furniture, Bedding & Upholstery Industry Bargaining Council, Greater Northern Region 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 31 October 2005, and for the period ending 30 June 2006.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1018

21 October 2005

WET OP ARBEIDSVERHOUDINGE, 1995

MEUBEL, BEDDEGOED EN STOFFERINGSNYWERHEID BEDINGINGSRAAD, GROTER NOORDELIKE STREEK: 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 Meubel, Beddegoed en Stofferingsnywerheid Bedingingsraad, Groter Noordelike Streek 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 31 Oktober 2005, en vir die tydperk wat op 30 Junie 2006 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995 (Act No. 66 of 1995), made and entered into by and between the

Furniture, Bedding and Upholstery Manufacturers' Association (FBUMA)

and the

Curtain Makers' and Allied Products Association (CMAPA)

(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 (NUFAWSA)

and the

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)

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

being the parties to the Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region, to amend the Collective Agreement published under Government Notice No. R. 278 of 5 March 1999, as extended and amended by Government Notices Nos. R. 578 of 7 May 1999, R. 746 of 11 June 1999, R. 1272 of 29 October 1999, R. 1426 of 3 December 1999, R. 1482 of 17 December 1999, R. 542 of 2 June 2000, R. 888 of 8 September 2000, R. 577 of 29 June 2001, R. 1396 of 21 December 2001, R. 299 of 15 March 2002, R. 1279 of 12 September 2003, R. 1322 of 26 September 2003, R. 427 of 2 April 2004 and R. 805 of 9 July 2004.

CHAPTER 1

1. CLAUSE 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 July 2005 and on non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, but not earlier than 1 July 2005, and shall remain in force for the period ending 30 June 2006.

SCHEDULE 1

2. CLAUSE 4. SICK BENEFIT SOCIETY

Substitute the following for clause 4:

"4. SICK BENEFIT SOCIETIES

- 4.1 FURNMED SICK BENEFIT SOCIETY (contributions payable only when more than 16 hours per week have been worked):
- | | |
|-------------------------------------|--|
| 4.1.1 Member | R35,00 per week by the employee and R45,00 per week by the employer. |
| 4.1.2 Adult dependents | R20,00 per week, per adult dependant, by the employee only. |
| 4.1.3 Minor dependants | R20,00 per week, per minor dependant, by the employee only. |
| 4.1.4 Extraordinary dependants..... | R80,00 per week, per extraordinary dependant, by the employee only. |
- 4.2 NUFAWSA SICK BENEFIT SOCIETY (contributions payable only when more than 16 hours per week have been worked):
- | | |
|---|--|
| 4.2.1 Member plus 1 to 3 dependants | R62,00 per week by the employee and R45,00 per week by the employer. |
| 4.2.2 4th and 5th dependents | R12,50 per week, per dependant, by the employee only. |
| 4.2.3 6th and more dependants..... | R92,00 per week, per dependant, by the employee only. |
| 4.2.4 Extraordinary dependants..... | R92,00 per week, per extraordinary dependant, by the employee only. |
- 4.3 Increases in employer and/or employee contributions to the Furnmed Sick Benefit Society and the NUFAWSA Sick Benefit Society shall be negotiated annually."

3. CLAUSE 5. EXPENSES OF THE COUNCIL

Substitute the following for clause 5:

- "5. COUNCIL LEVIES: These levies shall be payable only when more than 16 hours per week have been worked and shall amount to R4,25 per week by the employer and R4,25 per week by the employee.

The Council levies shall be increased annually by the average percentage of the Industry's wage increases."

SCHEDULE 2**4. SPECIFIED MINIMUM WEEKLY INCREASES AND MINIMUM WEEKLY WAGE RATES**

Substitute the following for Schedule 2:

"Sectors	Operation Skills Level	Operation Skills Level Code	Minimum weekly wage increases effective for parties as from 1 July 2005 and for non-parties on such date as may be fixed by the Minister of Labour, but not earlier than 1 July 2005	Minimum weekly wage increases effective for parties as from 1 December 2005 and for non-parties on such date as may be fixed by the Minister of Labour, but not earlier than 1 December 2005	Minimum weekly wage rates effective for parties as from 1 July 2005 and for non-parties on such date as may be fixed by the Minister of Labour, but not earlier than 1 July 2005
Furniture, Bedding and Upholstery	Unskilled employees (All unskilled employees employed in the Industry on 1 July 2001 and thereafter).....	05	R30,00	R4,00	R340,00
	Unskilled employees (All unskilled employees employed in the Industry before 1 July 2001)	05	R34,00	R5,00	R340,00
	Semi-skilled employees.....	04	R34,00	R5,00	R566,00
	Skilled employees	03	R34,00	R5,00	R610,00
	Chargehands.....	02	R34,00	R5,00	R660,00
	Foremen/ Supervisors	01	R34,00	R5,00	R660,00
Curtaining	Unskilled employees.....	05	R18,50	None	R340,00
	Semi-skilled employees.....	04	R28,00	None	R516,79
	Skilled employees	03	R32,50	None	R587,30
	Chargehands.....	02	R35,00	None	R645,25
	Foremen/ Supervisors	01	R35,00	None	R645,25
Drivers.....	Subsistence allowance	04	None	None	R35,00 per night".

Signed at Johannesburg this 2nd day of August 2005.

H.A. DE KLERK

Chairman

J. MABUNDA

Vice Chairman

W.A. JANSE VAN RENSBURG

General Secretary

(21 October 2005)/(21 Oktober 2005)

No. R. 1019

21 October 2005

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: ENGINEERING INDUSTRIES
PROVIDENT FUND COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice Nos. R. 210 of 14 February 2003 with effect from 31 October 2005.

M. M. S MDLADLANA

Minister of Labour

No. R. 1019

21 Oktober 2005

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWING

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: INGENIEURSNYWERHEDE
VOOGFONDS KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 210 van 14 Februarie 2004, met ingang van 31 Oktober 2005.

M. M. S MDLADLANA

Minister van Arbeid

No. R. 1020

21 October 2005

LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: RE-ENACTMENT, AMENDMENT AND EXTENSION
OF PROVIDENT 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 Metal and Engineering Industries Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from 31 October 2005, and for the period ending 30 April 2006.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1020

21 Oktober 2005

WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: HERBEKRAGTIGING, WYSIGING EN UITBREIDING VAN
VOORSORGFONDS KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 31 Oktober 2005, en vir die tydperk wat op 31 Desember 2006 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL PROVIDENT FUND COLLECTIVE AGREEMENT**

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

Association of Electric Cable Manufacturers of South Africa
 Border Industrial Employers' Association
 Cape Engineers' and Founders' Association
 Consolidated Associated of Employers of South Africa (CAESAR)
 Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
 Electrical Engineering and Allied Industries Association
 Electronics and Telecommunications Industries Association
 Federated Employers' Organisation of South Africa (FEOSA)
 Gate and Fence Association
 Hand Tool Manufacturers' Association (HATMA)
 Iron and Steel Producers' Association of South Africa
 KwaZulu-Natal Engineering Industries' Association
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 National Employers' Association for SA (NEASA)
 Non-Ferrous Metal Industries Association of South Africa
 Plastic Convertors' Association of South Africa
 Port Elizabeth Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa (RATA)
 Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries Association of South Africa
 SA Electro-Plating Industries' Association
 SA Engineers' and Founders' Association
 SA Fasteners Manufactures' Association (SAFMA)
 SA Refrigeration and Air-Conditioning Contractors' Association (SARACCA)
 SA Pump Manufacturers' Association
 SA Reinforced Concrete Engineers' Association (SARCEA)
 SA Valve and Actuator Manufacturers' Association (SAVAMA)
 SA Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers Union of South Africa (MEWUSA)
 Solidarity/MWU—Solidariteit/MWU
 United Association of South Africa (UASA)
 National Union of Metalworkers of South Africa (NUMSA)
 SA Equity Workers Association (SAEWA)

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall apply to and be observed—

- (a) throughout the Republic of South Africa; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Engineering Industries Provident Fund Agreement (formerly the Metal Industries Group Life and Provident Fund Agreement) in force of the time being 'currently in force'.

(3) The terms of this Agreement shall not, subject to subclause (4) below, apply to any employee who on 1 May 1991 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to a pension or provident fund for the purposes of this Agreement.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subclause (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in clause 6 of the former Agreement, a period of six weeks shall be allowed to enable compliance with this requirement, subject to any such amendment being retroactive to the date of coming into operation of this Agreement.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 April 2006.

3. SPECIAL PROVISIONS

The provisions contained in clause 8 of the Agreement published under Government Notice No. R. 652 of 8 May 1998, as extended re-enacted and amended by Government Notices Nos. R. 114 of 11 February 2000, R. 361 of 26 April 2001, R. 627 of 13 July 2001, R. 555 of 10 May 2002 and R. 210 of 14 February 2003 (hereinafter referred to as the "Former Agreement", shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7 and 9 to 12 of the Former Agreement shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "apprentice":

"**'apprentice'** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act or a trainee in terms of the Atrami Agreement, as well as a learner in terms of Chapter IV of the Skills Development Act, 1998;".

(2) Substitute the following for the definition of "plastics":

"**'plastics'** means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure, including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono- and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council;".

(3) Substitute the following for the definition of "Region C":

"**'Region'** means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu-Natal Region), P.O. Box 5900, Durban, 4000, or 4th Floor, Mercury House, 320 Smith Street, Durban, 4001;".

(4) Substitute the following for the definition of "Region E":

"**'Region E'** means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and for the purposes of this particular area the address of Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P.O. Box 3998, Johannesburg, 2000, or Union Corporation Building, 1st Floor, 77 Marshall Street, Johannesburg, 2001;".

6. CLAUSE 6: CONTRIBUTIONS

(1) Substitute the following for subclause (4):

"(4) (a) Every employer in Regions A, B, C, D, E and F shall forward the total amount payable each month in terms of subclause (2), together with a statement in such form as may be prescribed from time to time, to reach the Council at its Central Funds Collection Office (CEFCO), Second Floor, metal Industries House, 42 Anderson Street, Johannesburg, 2001, by no later than close of business on the 7th day of subsequent month.

(b) The employer uses the postal service, a courier service or any other means of delivery or transfer at the employer's own risk. The relevant postal address is P.O. Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries may be directed to the Financial Manager (Bargaining Council Collections), at the above address or telephone (011) 870-2000;".

(2) Substitute the following for subclause (7):

"(7) (a) If any amount that falls due in terms of this clause is not received in full by the Council by the 7th day of the month following the month for which the amount is payable, the employer shall be liable to pay interest in accordance with the following provisions:

- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 7th day until the full amount is received by the Council.
 - (ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate as if the amount outstanding were a credit transaction for the purposes of the Act. For the purposes of calculating the interest, the provisions of section 2 (2) of the Act shall *mutatis mutandis* apply.
 - (iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest that accrues in terms of this subclause.
 - (iv) In addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act that are relevant for the purpose of calculating any interest payable by the employer in terms of this subclause shall *mutatis mutandis* apply for these purposes.
- (b) For the purposes of this subclause, 'the Act' means the Usury Act, 1968."

7. CLAUSE 8: AGENTS

Insert the following new subclause 3:

- "(3) A designated Agent shall have the powers set out in sections 33 and 33A of the Act and in Schedule 10 of the Act."

8. CLAUSE 10: RESOLUTION OF DISPUTES

Substitute the following for this clause:

"10. RESOLUTION OF DISPUTES

Any dispute about the interpretation, application, or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal Engineering Industries Bargaining Council Dispute Resolution Agreement (published under Government Notice No. R. 1174 of 15 August 2003."

Thus signed at Johannesburg, for and on behalf of the parties, this 21st day of June 2005.

D. CARSON

Member

I. MTHIYANE

Member

A. SMITH

Chief Executive Officer

No. R. 1021

21 October 2005

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: ENGINEERING INDUSTRIES PENSION FUND COLLECTIVE AGREEMENT

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. 527 of 3 May 2002 with effect from 31 October 2005.

M. M. S. MDLADLANA, Minister of Labour

No. R. 1021

21 Oktober 2005

WET OP ARBEIDSVIRHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

METAAL- EN INGENIEURSNIWERHEDE BEDINGINGSRAAD: INGENIEURSNIWERHEDE PENSIOEN FONDS KOLLEKTIEWE OOREENKOMS

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings No. R. 527 van 3 Mei 2002, met ingang van 31 Oktober 2005.

M. M. S. MDLADLANA, Minister van Arbeid

No. R. 1022

21 October 2005

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: RE-ENACTMENT, AMENDMENT AND EXTENSION OF PENSION 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 Metal and Engineering Industries Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that industry, with effect from 31 October 2005, and for the period ending 30 April 2006.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1022

21 Oktober 2005

WET OP ARBEIDSVERHOUDINGE, 1995

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

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 31 Oktober 2005, en vir die tydperk wat op 31 April 2006 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL ENGINEERING INDUSTRIES' PENSION FUND AGREEMENT**

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

Association of Electric Cable Manufacturers of South Africa
 Border Industrial Employers' Association
 Cape Engineers' and Founders' Association
 Consolidated Association of Employers of South Africa (CAESAR)
 Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
 Electrical Engineering and Allied Industries' Association
 Electronics and Telecommunications Industries' Association
 Federated Employers' Organisation of South Africa (FEOSA)
 Gate and Fence Association
 Hand Tool Manufacturers' Association (HATMA)
 Iron and Steel Producers' Association of South Africa
 KwaZulu-Natal Engineering Industries' Association
 Lift Engineering Association of South Africa
 Light Engineering Industries' Association of South Africa
 Materials Handling Association
 National Employers' Association of SA (NEASA)
 Non-Ferrous Metal Industries' Association of South Africa

Plastics Convertors' Association of South Africa
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries' Association of South Africa
SA Electro-Plating Industries' Association
SA Engineers' and Founders' Association
SA Fasteners Manufacturers' Association (SAFMA)
SA Refrigeration and Air-Conditioning Contractors' Association (SARACCA)
SA Pump Manufacturers' Association
SA Reinforced Concrete Engineers' Association (SARCEA)
SA Valve and Actuator Manufacturers' Association (SAVAMA)
SA Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa
Solidarity/MWU—Solidariteit/MWU
United Association of South Africa (UASA)
National Union of Metalworkers of South Africa (NUMSA)
SA Equity Workers' Association (SAEWA)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council, to amend the Agreement published under Government Notice No. R. 654 of 8 May 1998, as amended...

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall apply to and be observed—

- (a) throughout the Republic of South Africa; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.

(2) The terms of this Agreement shall not apply to an employer or an employee who are governed by and fall within the scope of application of the Metal Industries Provident Fund Agreement (formerly the Metal Industries Group Life and Provident Fund Agreement), which is currently in force.

(3) The terms of this Agreement shall not, subject to subclause (4) below, apply to any employee who on 1 May 1991 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subclause (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in clause 6 of the former Agreement, a period of six weeks shall be allowed to enable compliance with this requirement, subject to any such amendment being retroactive to the date of coming into operation of this Agreement.

(5) Clauses 1(1)(b), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations or trade unions, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 April 2006.

3. SPECIAL PROVISIONS

The provisions contained in clause 7 of the Agreement published under Government Notice No. R. 652 of 8 May 1998, as extended, re-enacted and amended by Government Notices Nos. R. 116 of 11 February 2000, R. 362 of 26 April 2001, R. 629 of 13 July 2001, R. 528 of 3 May 2002 and R. 171 of 7 February 2003 (hereinafter referred to as the "former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 6 and 8 to 12 of the Former Agreement shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

- (1) Substitute the following for the definition of "apprentice":

"**'apprentice'** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of this Act or a trainee in terms of the Atrami Agreement as well as a learner in terms of Chapter IV of the Skills Development Act, 1998;"

- (2) Substitute the following for the definition of "plastic":

"**'plastic'** means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded, into various shapes by flow, usually through the application, singly or together, of heat and pressure, including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, and shall exclude all extrusions into mono- and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council;"

- (3) Substitute the following for the definition of "Region C":

"**'Region C'** means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu-Natal Region), P.O. Box 5900, Durban, 4000, or 14th Floor, Mercury House, 320 Smith Street, Durban, 4001;"

- (4) Substitute the following for the definition of "Region E":

"**'Region E'** means the Province of the Transvaal, excluding the Magisterial District of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P.O. Box 3998, Johannesburg, 2000, or Union Corporation Building, 1st Floor, 77 Marshall Street, Johannesburg, 2001;"

6. CLAUSE 5: CONTRIBUTIONS

- (1) Substitute the following for subclause (4):

"(4) (a) Every employer in regions A, B, C, D, E and F shall forward the total amount payable each month in terms of subclause (2), together with a statement in such form as may be prescribed from time to time, to reach the Council at its Central Funds Collection Office (CEFCO), Second Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001, by no later than close of business on the 7th day of the subsequent month.

(b) The employer uses the postal service, a courier service or any other means of delivery or transfer at the employer's own risk. The relevant postal address is P.O. Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries may be directed to the Financial Manager (Bargaining Council Collections), at the above address or telephone (011) 870-2000."

- (2) Substitute the following for subclause (7):

"(7) (a) If any amount that falls due in terms of this clause is not received in full by the Council by the 7th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

(i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 7th day until the full amount is received by the Council.

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

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

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

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

7. CLAUSE 7: AGENTS

Insert the following new subclause 3:

"(3) A designated Agent shall have the powers set out in sections 33 and 33A of the Act and in Schedule 10 of the Act."

8. CLAUSE 9: RESOLUTION OF DISPUTES

Substitute the following for this clause

"9. RESOLUTION OF DISPUTES

Any dispute about the interpretation, application, or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement, published under Government Notice No. R. 1174 of 15 August 2003."

Thus signed at Johannesburg, for and on behalf of the parties, this 21st day of June 2005.

D. CARSON

Member

L. MTHIYANE

Member

A. SMITH

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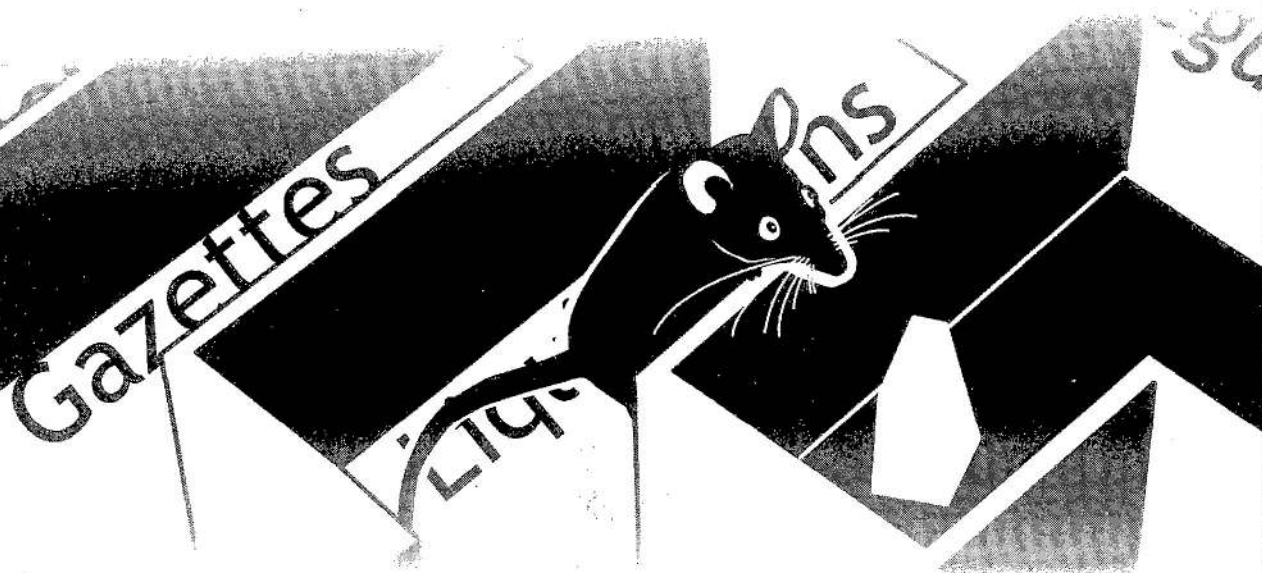
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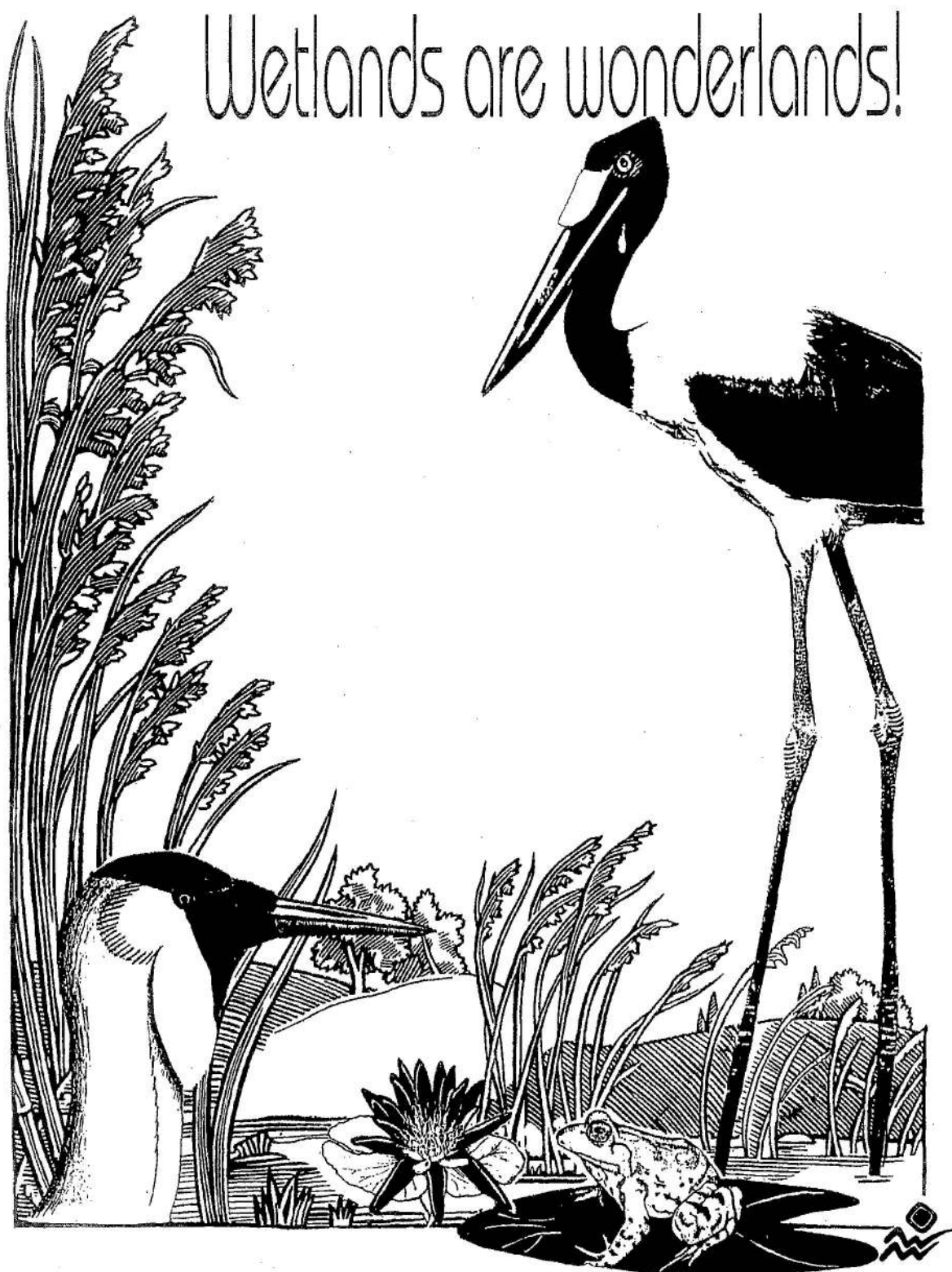
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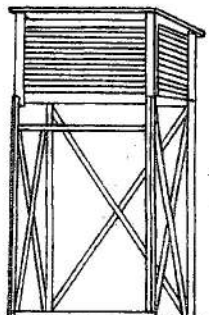
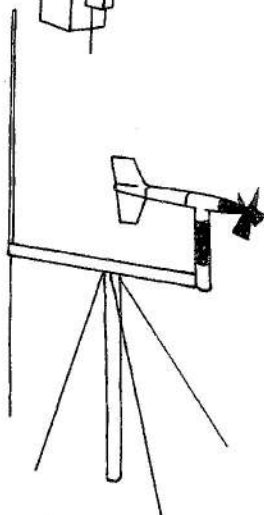
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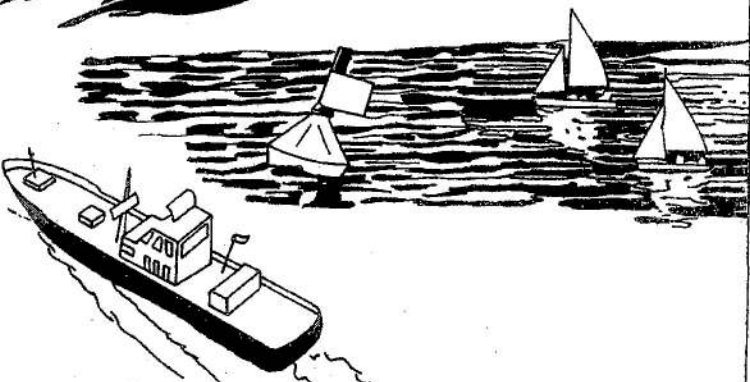
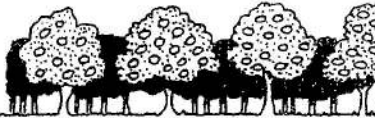
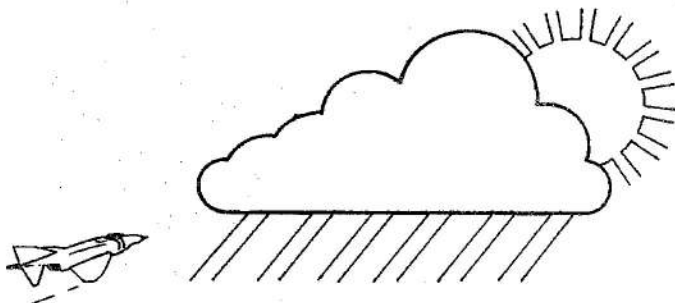


Department of Environmental Affairs and Tourism

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