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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. 157

23 February 2001

MANPOWER TRAINING ACT, 1981

(Read with schedule 2 item 4(5) of the Skills Development Act, 1998)

MEDIA ADVERTISING PUBLISHING PRINTING PACKAGING SECTOR EDUCATION AND TRAINING AUTHORITY-MAPPP SETA (FORMER PRINTING, NEWSPAPER AND PACKAGING INDUSTRIES EDUCATION AND TRAINING BOARD): AMENDMENT OF CONDITIONS OF APPRENTICESHIP

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of labour, acting in terms of section 13 of the Manpower Training Act, 1981, hereby amend, with effect from the date of publication of this Notice, Government Notice No. R. 2399 of 4 October 1991, as amended by Government Notices Nos. R.172 of 10 January 1992, R.2834 of 9 October 1992, R.436 of 19 March 1993, R.1094 of 25 June 1993, R.1961 of 15 October 1993, R.2311 of 3 December 1993, R.2495 of 24 December 1993, R.1187 of 8 July 1994, R.1281 of 22 July 1994, R.2163 of 9 December 1994, R.409 of 17 March 1995, R. 1936 of 22 December 1995, R.2079 of 20 December 1996, R.486 of 4 April 1997, R.1502 of 14 November 1997, R.1442 of 13 November 1998, R.129 of 5 February 1999 and R.140 of 18 February 2000 by the substitution of clause 3 (1) of the Conditions of Apprenticeship with regard to wages of the following clause:

"3 (1) An employer, excluding Government, shall pay an aprentice weekly as specified below in accordance with the apprentice's completed phase of training which is inclusive of a technical education component and a MAPPPSETA controlled competence test:

Phase 1 and 2-R434,00 per week."

Phase 3-R485,00 per week.

Phase 4-R665,00 per week.

M. M. S. MDLADLANA

Minister of Labour

No. R. 167

23 February 2001

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997

DETERMINATION IN TERMS OF SECTION 50

CORRECTION NOTICES

The following correction to Government Notice No. R. 1074, in *Government Gazette* No. 21687 dated 3 November 2000 is hereby published for general information:

Add "Gold Fields Coal Limited, New Clydesdale" to the list of mines under ANNEXURE A.

The following correction to Government Notice No. R. 1075, in *Government Gazette* No. 21687 dated 3 November 2000 is hereby published for general information:

Point 2 (d):

Delete the words "employed by mines listed in Annexure A".

No. R. 168

23 February 2001

LABOUR RELATIONS ACT, 995

BUILDING INDUSTRY BARGAINING COUNCIL (SOUTHERN AND EASTERN CAPE): EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT

I, Thembinkosi Mkalipi, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 245 of 20 February 1998, R. 1613 of 11 December 1998, R. 1308 of 5 November 1999 and R. 950 and R. 953 of 22 September 2000, to be effective from 1 March 2001 and for the period ending 30 September 2001.

T. MKALIPI

Director: Collective Bargaining

No. R. 168

23 Februarie 2001

WET OP ARBEIDSVERHOUDINGE, 1995

Ek, Thembinkosi Mkalipi, Direkteur Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32 (6) (a) (ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewings Nos. R. 245 van 20 Februarie 1998, R. 1613 van 11 Desember 1998, R. 1308 van 5 November 1999 en R. 950 en R. 953 van 22 September 2000, van krag is vanaf 1 Maart 2001 en vir die tydperk wat op 30 September 2001 eindig.

T. MKALIPI

Direkteur: Kollektiewe Bedinging

No. R. 169

23 February 2001

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LABOUR RELATIONS ACT, 1995

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JUWELLERY AND PRECIOUS METAL INDUSTRY (CAPE): EXTENSION OF MAIN COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Juwellery and Precious Metal Industries Bargaining Council (Cape) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 23 February 2001, and for the period ending 30 June 2001.

M. M. S. MDLADLANA

Minister of Labour

No. R. 169

23 Februarie 2001

WET OP ARBEIDSVERHOUDINGE, 1995

JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP): 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 Juweliersware- en Edelmetaalnywerheid Bedingingsraad (Kaap) 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 23 Februarie 2001, en vir die tydperk wat op 30 Junie 2001 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

SCHEDULE

BARGAINING COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE)

MAIN COLLECTIVE AGREEMENT

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

CAPE JEWELLERY MANUFACTURERS' ASSOCIATION

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

JEWELLERS' AND GOLDSMITHS' UNION

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Bargaining Council for the Jewellery and Precious Metal Industry (Cape), to amend the Agreement published under Government Notice No. R.1178 of 15 October 1999, as extended by Government Notice Nos. R.648 of 30 June 2000 and R.1389 of 22 December 2000.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Jewellery and Precious Metal Industry (Cape)—

1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union; 1.2 in the Magisterial Districts of Bellville, The Cape, and Wynberg, including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices Nos. R. 1882 of 3 October 1975 and R. 2536 of 12 December 1980), fell within the Magisterial District of the Cape.

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

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- 1.4 apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder.
- 2. Clauses 1.1.1. and 2, of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation in respect of the parties on 1 July 2000 and in respect of the non-parties on such date as the Minister of Labour may extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 30 June 2001.

3. CLAUSE 10: WAGES

Substitute the following for subclause 10:

"The minimum weekly wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

10.1	ther than general workers)
	An employer is required to employ stone mounters in wax patterns and setters at a ratio of two mounters to one setter. This ratio pertains to employment levels only.
\$150 A	General worker/plating/washing/emerying/press punching/rolling/stone mounter in wax patterns
10.2	GRADE II:
(12)	Wax injector/bench filer/solderer/polisher/grinder
10.3	GRADE III:
(6)	Rubber mould cutter
10.4	GRADE IV:
7	Artisans and previously designated journeymen (qualified jewellers/setters/modelmakers/mad

Employers shall pay to employees who do not fall on the minimum rates an amount of R25,00 per week: Provided that any increase given by employers to employees between 1 January 2000 and 22 August 2000 shall be set off against any increase applicable in terms of this Agreement".

4. CLAUSE 29: PROCEDURES FOR DISPUTES

Substitute the following for clause 29:

- "29.1 If there is a dispute about the interpretation or application, including enforcement of any provision of this Agreement, or any other dispute of right which the Council is empowered and/or required to hear in terms of any legislative provision, any party to the dispute may refer the dispute in writing to the Council.
- 29.2 The party who referes the dispute must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.
- 29.3 The Council shall attempt to resolve the dispute through conciliation.
- 29.4 If the dispute remains unresolved, within 30 days of the date on which the dispute was referred to the Council for conciliation, either party to the dispute may refer the dispute to arbitration.
- 29.5 If the dispute relates to the interpretation or application, including enforcement, of any provision of this Agreement and the dispute remains unresolved at conciliation—
- 29.5.1 the Secretary may instruct the conciliator to make an advisory arbitration award and serve same on all the parties:
- 29.5.2 such an advisory award must inform the party against whom the advisory award is made of the provisions relating to costs as set out in clause 29.5.3 below;
 - 29.6 If the matter is referred to arbitration and an arbitration award is made in substantially similar terms to the advisory award, the arbitrator shall, in addition to any other cost award, order the losing party to bear the Council's costs in respect of the arbitration proceedings in accordance with the CCMA's tariff of fees for arbitration".

5. CLAUSE 30: APPOINTMENT OF A CONCILIATION AND ARBITRATION PANEL

30.1 The conciliator or arbitrator appointed by the Secretary to hear a dispute in terms of clause 29 shall be selected in the members of the employer's orgalionuo's entioqqanlenqqanlenqqanlenqqanlenqqan members of

2. PERIOD OF OPERATION OF AGREE MENT

ENCOUNTEDED CONTRACT F

30.2 The appointed conciliator or arbitrator shall deal with disputes before the Council in accordance with the relevant provisions of the Labour Relations Act as provided for in the Council's terms of acreditation under section 127 of ण्डेतरे, भंगायुकार्यकार, सिंह idburg, Randfordeln, Roodepoort, Springs and Werb naries

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Signed at Cape Town this 20th day of November 2000. Insq-non of ylogs for Paris I meets A side to sent the Ent. (3)

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Secretary

No. R. 170

LABOUR RELATIONS ACT, 1995

RESTAURANT, CATERING AND ALLIED TRADES: 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 Restaurant, Catering and Allied Trades 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 those Trades, with effect from 1 March 2001, and for the period ending 29 February 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 170

MAN A THE CELL OF CAMPACITY OF A CONTROL OF

WET OP ARBEIDSVERHOUDINGE, 1995 RESTOURANT-, SPYSENIERS- EN VERWANTE BEDRYWE: UITBREIDING VAN HERBEKRAGTIGING EN WYSIGING VAN HOOF KOLLEKTEIWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Bedingingsraad vir die Restourant-, Spyseniers- en Verwante Bedrywe 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 Bedrywe, met ingang van 1 Maart 2001, en vir die tydperk wat op 29 Februarie 2004 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BARGAINING COUNCIL FOR THE RESTAURANT, CATERING AND ALLIED TRADES

COLLECTIVE AGREEMENT

concluded in accordance with the provisions of the Labour Relations Act, no 66 of 1995 made and entered into by and between

CATRA—the Restaurant and Food Services Association of South Africa

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

CEU—The Catering Employees' Union

and

DICHAWU—The Distributive, Caatering, Hotels and Allied Workers' Union

SACCAWU—South African Commercial Catering and Allied Workers' Union

(hereinafter referred to as the "trade unions" of the other part), being the parties to the Bargaining Council for the Restaurant, Catering and Allied Trades.

1. SCOPE OF APPLICATION

- (1) The terms of this agreement shall be observed in the Tearoom, Restaurant and Catering Trades—
- (a) by all employers who are members of the employer's organisation and by all employees who are members of the employer's organisation and objects who are members or the employer's organisation and objects who are members of the employer's organisation and objects where the employer's organisation and objects where the employer's or
- Park, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs and Westonaria.
 - (2) The terms of this Agreement shall not apply to non-parties in respect of clauses 1.1 (a), 2 and 3 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the dated fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 29 February 2004.

3. SPECIAL PROVISIONS

The provisions contained in clauses 22 (2) (a) and 22 (3) of the Collective Agreement published under Government Noice No. R. 707 of the 22 May 1998, as re-enacted and amended by Government Notice No. R. 78 of the 4 February 2000 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 21, 22 (1), 22 (2) (b), 22 (4) and 23 up to and including 29 of the Former Agreement shall apply to employers and employees.

5. CLAUSE 4: DEFINITIONS

- (1) Substitute the existing definition of "contract waiter" with the following:
- "contract waiter" means a person who applies to the owner to perform the duties of a waiter, in an establishment and who agrees in writing with the owner to work at odd times on a contractual basis as/or when required by the owner and shall not be entitled to a status of an employee and further shall be responsible for the payment of all orders processed, undercharging and "walkouts".
- (2) Insert the following definition of "meals" before the definition of "medical practitioner":
- "meals" without limiting the ordinary meaning of the term includes pies, pastries, pizzas, vetkoek confectionery, snacks, take away meals or any edibles or drinkables fit for human consumption.
- (3) Substitute the existing definition of "month" for the following:
- "month" means the period extending from a day in any month up to and including the preceding day corresponding numerically to the first-mentioned day in the following month, e.g. 7 April to 6 May.
- (4) Insert the following definition of "refreshments" before the definition of "remuneration":
- "refreshments" without limiting the ordinary meaning of the term shall include all edibles and drinkables fit for human consumption.
- (5) Substitute the existing definition of "small employer" with the following:
- "small employer" means an employer who does not employ more than seven full time employees at any time.

6. CLAUSE 5: WAGES

- (1) Substitute the existing subclause 5 (1), 5 (1) (a) and 5 (1) (c) with the following:
 - "(1) Subject to the provisions of this sub-clause (3) of this clause and clause 6 (9), the minimum wage which shall be paid in respect of the ordinary hours of work prescribed in clause 9 by an employer to each member of the undermentioned classes of employees shall be as set out hereunder, and no employer shall pay, and no employee shall accept wages lower than the following for the undermentioned groups: Provided that the wages so prescribed may be reduced by not more than 10 percent by a new employer and by a small employer as defined in clause 4:
- (a) Employees, other than part time, casual, special function casual and contract waiter:

Rate per hour-in Rand-for the years ending on the last day of February of:

Category/ Class/ Worker		2003	2004
ChefManager	R12,20 R12,20	R12,80 R12,80	R13,40 R13,40
Assistant Manager	R 8,50	R 8,95	R 9,40
Bartender Cashier Clerk Security guard Supervisor.	R 7,25	R 7,70	R 8,20

Category/ Class/ Worker		2003	2004
Assistant bartender Assistant cashier See retiew teaching waystand to been a world testion appropriate side to the testion of the second testion.	⁶ R 6,25	R 6,65	⁶ R 7,05
Head waiter	1. W 13. Vm.	militared)	R 6,80
Kitchen supervisor	R 5,50	R 5,85	R 6,20
Counter assistant: Part time driver Waiter/Wine Steward Employee not elsewhere specified	R 5,20	R 5,55 R 5,40	R 5,90 R 5,70
Motor vehicle driver: (a) Extra heavy(b) Heavy(c) Medium(d) Light(d)	R 6,90 R 6,00 R 5,80 R 5,00	R 7,35 R 6,40 R 6,20 R 5,35	R 7,85 R 6,80 R 6,60 R, 5,70
BakerCook	R 5,15	R 5,45	R 5,80
Catering assistant Delivery employee	R 5,15	R 5,40	R 5,70
General assistant	R 5,15	R 5,40	R 5,70
Watchman	R 4,65	R 4,95	R 5,25

Note:

- "(i) The equivalent monthly or weekly total due, amounts to multiplying the hourly rate by the employee's ordinary hours of work as prescribed in clause 5 (1), read with 5 (2) and 5 (3) — Basis of Contract.
- (ii) Deductions of food—clause 17 (1) (a)—amount to R70,00 per month or R16,15 per week. See clause 17 (1) (b)."

"(c) Contract Waiters:

The owner shall pay a contract waiter a contract price of not less than R0,50 per hour and the owner shall have no claim on any moneys received by the contract waiter in the form of tips as previously agreed to in writing. All moneys shall be paid at the end of each shift unless otherwise agreed to in writing. Both parties shall keep and maintain a record of such moneys received.".

Substitute the existing subclause 5 (7) with the following:

"(7) Night work: An employer who requires a full time employee, other than a contract waiter, a casual employee, a special function casual employee and employees mentioned in clause 9 (8) to perform night work shall pay such an employee, an amount of R0,60 per hour for the year ending 2002, R0,65 per hour for the year ending 2003 and R0,75 per hour thereafter, as a shift allowance in addition to the employee's salary for the hours worked between 18:00 and 06:00 or grant the employee at least 10 minutes time off on full pay for every hour worked at the end of each week."

7. CLAUSE 9: HOURS OF WORK

Substitute the existing subclause (3) (b) with the following:

"b six hours continuously in the case of a five—day week worker, subject to a bilateral Agreement between the employer and the employee;".

8. CLAUSE 17: MEALS, TRANSPORT AND LATE NIGHT WORK

Substitute the existing subclause 17(2)(b) with the following:

"b In the event of an employee, other than a special function casual employee, a casual employee or a contract waiter, who works after 22:30 and his being authorised to work, the employer shall pay such employee R70,00 per month for the year ending 2002, R80,00 per month for the year ending 2003 and thereafter R100,00 per month "late night allowance". Provided that if an employer daily provides free transport home for late night workers, he shall not be required to pay such an allowance to those employees."

9. CLAUSE 18: RECORDS TO BE MAINTAINED

(1) Substitute the existing subclause 18 (4) with the following:

30,5 H (4) Attendance register:

Assistant barrender

Every employer shall provide each of his employees, other than a casual employee, contract waiter and a special function casual employee, with an attendance register as required in terms of section 31 of the Basic Conditions of Employment Act, No. 75 of 1997, as amended, and in the form prescribed under the regulations to the Act, which shall be filled in by the employee showing the actual time worked on each day of the week, the time of commencement and finishing work during the spread over of hours daily and the occupation of each such employee: Provided that in lieu of such attendance register an employer may provide a semi-automatic time recorder with the necessary cards. Provided further that, if any employee is unable to read and write, his employer shall on his behalf make and sign he necessary entries in respect of the time he commenced, the time of commencement and termination of each meal or other interval, which is not recognisable as ordinary hours of work, and the time of finishing work for the day inclusive."

(2) Substitute the existing subclause 18 (6) with the following:

"(6) Savings:

The provisions of subclause 18 (4) shall not apply to an employee if and so long as such employee is in receipt of a regular wage at a rate of not less than the amounts specified in clause 9 (8).".

10. CLAUSE 19: REGISTRATION OF EMPLOYERS AND EMPLOYEES

Substitute the preamble to clause 19 (1), viz "every employer" with the following:

"(1) Every employer, Temporary Employment Service Agency (Labour Broker) Contractor and every new employer who enters the Sector in the Council's registered scope of registration, shall—"

11. CLAUSE 22: MEMBERSHIP OF EMPLOYERS' ORGANISATION AND TRADE UNIONS AS DEFINED IN THE PREAMBLE TO THIS AGREEMENT, AND INCIDENTAL MATTERS

Substitute the existing subclause 22 (2) (b) with the following:

"(b) Where an employee requests his employer in writing to deduct trade union subscriptions, the employer shall forward such amounts to the Secretary of the Council not later than the 15th of the following month of the amount so deducted. Provided that the employer may retain as a collection fee an amount not exceeding five percent of the amount so deducted.".

12. CLAUSE 25: RIGHTS AND OBLIGATIONS OF THE TRADE UNIONS

- (1) Substitute the existing subclause 25 (6) (a) and (6) (b); for the following:
 - (6) Leave for trade union activities: (a) Trade union representatives of a party to the Council may be granted for the year ending 2002, three days paid and three days unpaid, for the year ending 2003 three days paid and three days unpaid and thereafter four days paid and two days unpaid training leave per annum by the employer to undergo training or conference on any subject relevant to the performance of the functions of a trade union representative: Provided that no days will be permitted on Fridays, Saturdays and Sundays or Public Holidays;
 - (b) a request for such leave shall be accompanied by written application from the trade union, given seven days notice and setting out the nature of such training or conference and name of the institution which will conduct such training: Provided that no days will be permitted on Fridays, Saturdays and Sundays or Public Holidays."
- (2) Substitute the existing subclause 25 (10) (b) for the following:
 - "(b) Strikers shall not interfere with the conduct of the employer's business or with the employer's supplies or customers and shall only remain on that part of the employer's premises where they cannot interfere with the normal activities of the firm and not within less than 20m of any entrance or exit of the premises during the normal hours of work, observing, at all times, the employer's normal rules and regulations."

Signed at Braamfontein on behalf of the parties this 22nd day of December 2000.

J. MICHAELIDES

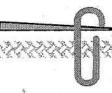
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K. MAROUDAS

Secretary



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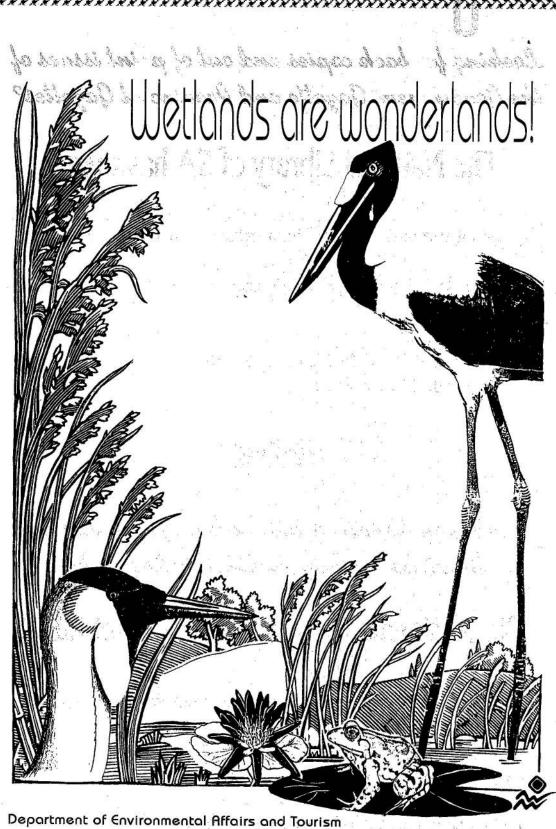
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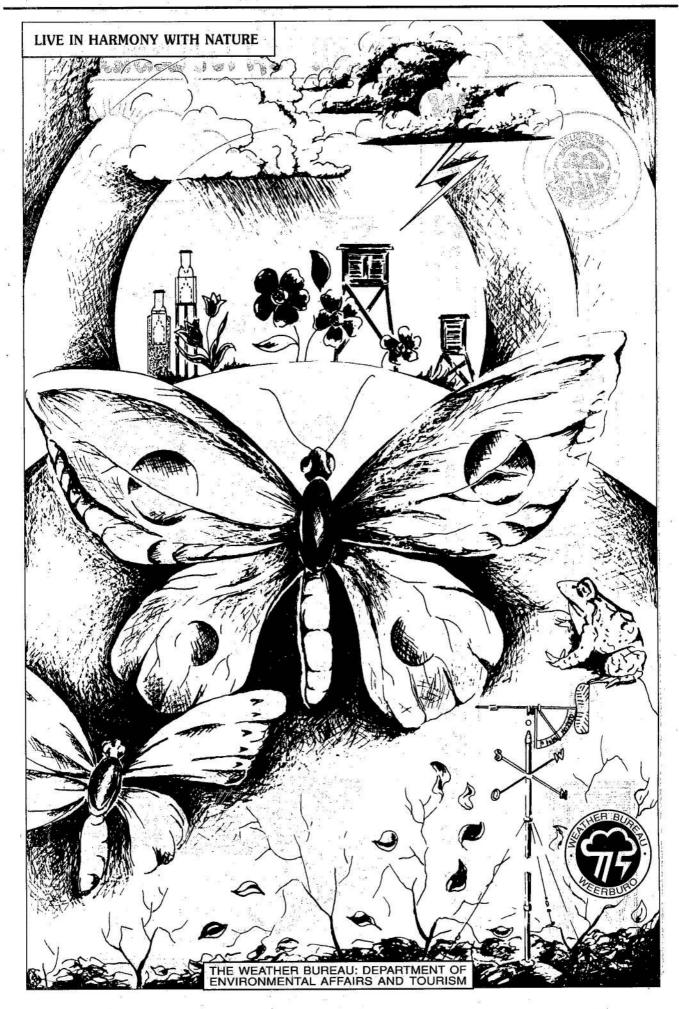
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