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CONTENTS**INHOUD**

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
GOVERNMENT NOTICES			GOEWERMENSKENNISGEWINGS		
Agriculture, Department of			Arbeid, Departement van		
<i>Government Notices</i>			<i>Goewermenskennisgewings</i>		
R. 810			R. 804		
Agricultural Pests Act (36/1983): Control			Wet op Arbeidsverhoudinge (66/1995):		
measures: Amendment	3	22610	Motorwerheidbedingsraad—MIBCO:		
R. 811			Verlenging van tydperk van Hoof		
Agricultural Product Standards Act			Kollektiewe Ooreenkoms	19	22610
(119/1990): Regulations: Grading, pack-			R. 812		
ing and marking of sunflower seed			Wet op Arbeidsverhoudinge (66/1995):		
intended for sale in the Republic of			Padvagnywerheid: Uitbreiding van A-		
South Africa	4	22610	Kollektiewe Wysigingsooreenkoms na		
			Nie-partye	19	22610
Labour, Department of			R. 813		
<i>Government Notices</i>			do.: do.: Uitbreiding van B-Kollektiewe		
R. 804			Wysigingsooreenkoms na Nie-partye	23	22610
Labour Relations Act (66/1995): Motor			R. 814		
Industry Bargaining Council—MIBCO:			do.: do.: Uitbreiding van Voorsorgfonds		
Extension of period of operation of Main			Kollektiewe Wysigingsooreenkoms na		
Collective Agreement	19	22610	Nie-partye	25	22610
R. 812			R. 815		
Labour Relations Act (66/1995): Road			do.: do.: Uitbreiding van Vrystellings-en		
Freight Industry: Extension of A-			Geskilbeslegtings Kollektiewe Wysigings		
Collective Amending Agreement to Non-			ooreenkoms na Nie-partye	28	22610
parties	19	22610			
R. 813			Landbou, Departement van		
do.: do.: Extension of B-Collective			<i>Goewermenskennisgewings</i>		
Amending Agreement to Non-parties	22	22610	R. 810		
R. 814			Wet op Landbouplae (36/1983):		
do.: do.: Extension of Provident Fund			Beheermaatreëls: Wysiging	3	22610
Collective Amending Agreement to Non-			R. 811		
parties	25	22610	Wet op Landbouproduktstandaarde		
R. 815			(119/1990): Regulasies: Gradering, ver-		
do.: do.: Extension of Exemptions and			pakking en merk van sonneblomsaad		
Dispute Resolution Collective Amending			bestem vir verkoop in die Republiek van		
Agreement to Non-parties	28	22610	Suid-Afrika	12	22610

GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 810

31 August 2001

AGRICULTURAL PESTS ACT, 1983 (ACT No. 36 OF 1983)

CONTROL MEASURES: AMENDMENT

I, Angela Thokozile Didiza, Minister of Agriculture, acting under section 6 of the Agricultural Pests Act, 1983 (Act No. 36 of 1983), hereby amend the control measures set out in the Schedule.

A.T. DIDIZA

Minister of Agriculture

SCHEDULE

Definition

1. In this Schedule "the Control Measures" means the control measures published by Government Notice No. R. 110 of 27 January 1984 as amended by Government Notices Nos. R. 909 of 4 May 1984, R. 1770 of 17 August 1984, R. 845 of 12 April 1985, R. 1518 of 12 July 1985, R. 1442 of 11 July 1986, R. 87 of 22 January 1988, R. 1349 of 8 July 1988, R. 1954 of 30 September 1988, R. 2416 of 19 October 1990, R. 18 of 4 January 1991, R. 2840 of 29 November 1991, R. 2269 of 14 August 1992, R. 2876 of 16 October 1992, R. 1560 of 20 August 1993, R. 451 of 11 March 1994, R. 1373 of 5 August 1994, R. 1636 of 27 October 1995, R. 1977 of 22 December 1995, R. 1012 of 1 August 1997, R. 288 of 27 February 1998, R. 1470 of 20 November 1998, R. 666 of 28 May 1999 and R. 1016 of 27 August 1999.

Amendment of Table 4 of the Control Measures

2. Table 4 of the Control Measures is hereby amended by the insertion in column 1 of the expression "N36" after the expression "N35".

No. R. 810

31 Augustus 2001

WET OP LANDBOUPLAIE, 1983 (WET No. 36 VAN 1983)

BEHEERMAATREËLS: WYSIGING

Ek, Angela Thokozile Didiza, Minister van Landbou, handelende kragtens artikel 6 van die Wet op Landbouplae, 1983 (Wet No. 36 van 1983), wysig hierby die beheermaatreëls in die Bylae uiteengesit.

A.T. DIDIZA

Minister van Landbou

BYLAE

Woordomskriving

1. In hierdie Bylae beteken "die Beheermaatreëls" die beheermaatreëls gepubliseer by Goewermenskennisgewing No. R. 110 van 27 Januarie 1984, soos gewysig deur Goewermenskennisgewings Nos. R. 909 van 4 Mei 1984, R. 1770 van 17 Augustus 1984, R. 845 van 12 April 1985, R. 1518 van 12 Julie 1985, R. 1442 van 11 Julie 1986, R. 87 van 22 Januarie 1988, R. 1349 van 8 Julie 1988, R. 1954 van 30 September 1988, R. 2416 van 19 Oktober 1990, R. 18 van 4 Januarie 1991, R. 2840 van 29 November 1991, R. 2269 van 14 Augustus 1992, R. 2876 van 16 Oktober 1992, R. 1560 van 20 Augustus 1993, R. 451 van 11 Maart 1994, R. 1373 van 5 Augustus 1994, R. 1636 van 27 Oktober 1995, R. 1977 van 22 Desember 1995, R. 1012 van 1 Augustus 1997, R. 288 van 27 Februarie 1998, R. 1470 van 20 November 1998, R. 666 van 28 Mei 1999 en R. 1016 van 27 Augustus 1999.

Wysiging van Tabel 4 van die Beheermaatreëls

2. Tabel 4 van die Beheermaatreëls word hiermee gewysig deur die invoeging van die uitdrukking "N36" na die uitdrukking "N35" in kolom 1.

No. R. 811

31 August 2001

AGRICULTURAL PRODUCT STANDARDS ACT, 1990
(ACT No. 119 OF 1990)

**REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF
SUNFLOWER SEED INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA**

The Minister of Agriculture, acting under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the Act, shall have that meaning and, unless the context otherwise indicates --

"1,8 mm slotted sieve" means a sieve as contemplated in regulation 17(1);

"5,5 mm round hole sieve" means a sieve as contemplated in regulation 17(2);

"bag" means a bag manufactured from --

- (a) jute or phormium or a mixture of jute and phormium; or
- (b) polypropylene that complies with SABS specification CKS632;

"bulk container" means any vehicle or container in which bulk sunflower seed is transported or stored;

"class" means a class referred to in regulation 3;

"consignment" means --

- (a) a quantity of sunflower seeds of the same class, which belongs to the same owner, delivered at any one time under cover of the same consignment note, delivery note or receipt note, or delivered by the same vehicle or bulk container, or loaded from the same bin of a grain elevator or from a ship's hold; or
- (b) in the case where a quantity referred to in paragraph (a), is subdivided into a grade, each such quantity of such grade;

"container" means a bag or a bulk container;

"damaged sunflower seed" means sunflower seeds or portions thereof of which the nucleus is visibly discoloured as a result of external heat or heating due to internal fermentation;

"foreign objects" means --

- (a) loose and empty shells that occur in the assignment concerned;
- (b) all matter other than glass, dung, coal, stones, metal, sunflower seed and the nucleus of sunflower seed that occur in the consignment concerned;

"insect" means any live insect that is injurious to stored sunflower seed irrespective of the stage of development of the insect;

"noxious seeds" means the seeds or bits of seeds of plant species that may represent a hazard to human or animal health when consumed, including seeds of *Argemone mexicana* L., *Convolvulus* spp., *Crotalaria* spp., *Datura* spp., *Ipomoea purpurea*, *Lolium temulentum*, *Ricinus communis* or *Xanthium* spp.;

"sunflower seed" means the achene of plants of *Helianthus annuus* (L.); and

"the Act" means the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990).

Restrictions on sale of sunflower seed

2. (1) No person shall sell sunflower seed in the Republic of South Africa --
- (a) unless the sunflower seed is sold according to the classes set out in regulation 3;
 - (b) unless the sunflower seed complies with the standards for the class concerned set out in regulation 4;
 - (c) unless the sunflower seed, where applicable, complies with the grades of sunflower seed and the standards for grades set out in regulations 5 and 6 respectively;
 - (d) unless the sunflower seed is packed in accordance with the packing requirements set out in regulation 7;
 - (e) unless the containers or sale documents, as the case may be, are marked in accordance with the marking requirements set out in regulation 8; and
 - (f) if sunflower seed contains a substance that renders it unfit for human or animal consumption or for processing into or utilisation thereof as food or feed.
- (2) The executive officer may grant written exemption, entirely or partially, to any person on such conditions as he or she may deem necessary, from the provisions of subregulation (1).

PART I

QUALITY STANDARDS

Classes of sunflower seed

3. Sunflower seed shall be classified as --
- (a) Class FH;
 - (b) Class FS;
 - (c) Class FGP; and
 - (d) Class Other Sunflower Seed.

Standards for classes of sunflower seed

4. A consignment of sunflower seed shall be classified as --
- (a) Class FH if it --
 - (i) consists mainly of sunflower seeds with a high oil content;
 - (ii) does not contain more than 20 per cent of sunflower seed of Class FS or Class FGP; and

- (iii) complies with the standards for Grade 1 set out in regulation 6;
- (b) Class FS if it --
 - (i) consists mainly of white sunflower seeds or clearly white striped sunflower seeds or a mixture of white and white striped sunflower seeds registered and described as a variety suitable for bird feed, in terms of the Plant Improvement Act, 1976 (Act No. 53 of 1976);
 - (ii) does not contain more than 20 per cent of sunflower seed of Class FH or Class FGP; and
 - (iii) complies with the standards for Grade 1 set out in regulation 6;
- (c) Class FGP if it --
 - (i) consists of large sunflower seeds of which not more than 5% passes through a 5,5 mm round hole screen; and
 - (ii) complies with the standards for Grade 1 as set out in regulation 6; and
- (d) Class Other Sunflower Seed if it does not comply with the requirements for Class FH, Class FS or Class FGP.

Grades for sunflower seed

5. There is only one grade for the Classes FH, FS and FGP Sunflower Seeds, namely Grade 1.

Standards for grades of sunflower seed

6. A consignment of Grade 1 sunflower seed shall --
- (a) be free from a musty, sour, khaki bush or other undesirable smell;
 - (b) be free from any substance that renders it unsuitable for human or animal consumption or for processing into or utilisation as food or feed;
 - (c) shall contain not more than 5 noxious seeds per 400 g, of which no more than one may be of *Crotalaria* species and of which none may be of *Ricinus communis*;
 - (d) shall be free from stones, glass, metal, coal or dung;
 - (e) be free from insects;
 - (f) shall not exceed the maximum permissible deviation as determined in the Table in the Annexure for the grade; and
 - (g) shall contain not more than 10 percent moisture.

PART II

PACKING AND MARKING REQUIREMENTS

Packing requirements

7. Sunflower seed of different classes and grades shall be packed in different containers or stored separately.

Marking requirements

8. Every container or the accompanying sale documents of a consignment of sunflower seed shall be marked or endorsed with the class and, where applicable, the grade of the sunflower seed.

PART III**SAMPLING****Obtaining sample**

9. (1) A representative sample of a consignment of sunflower seed shall --
- (a) in the case of sunflower seed delivered in bags and subject to regulation 10, be obtained by sampling at least 10 per cent of the bags, chosen from that consignment at random, with a bag probe: Provided that at least 25 bags in a consignment shall be sampled and where a consignment consists of less than 25 bags, all the bags in that consignment shall be sampled; and
 - (b) in the case of sunflower seed delivered in bulk and subject to regulation 10, be obtained by sampling that consignment throughout the whole depth of the layer, in at least six different places, chosen at random in that bulk quantity, with a bulk sampling apparatus.
- (2) The collective sample obtained in subregulation (1)(a) or (b) shall --
- (a) have a total mass of at least 5 kg; and
 - (b) be thoroughly mixed before further examination.
- (3) If it is suspected that the sample referred to in subregulation (1)(a) is not representative of that consignment, an additional five per cent of the remaining bags, chosen from that consignment at random, shall be emptied into a suitable bulk container and sampled in the manner contemplated in subregulation (1)(b).
- (4) A sample taken in terms of these regulations shall be deemed to be representative of the consignment from which it was taken.
- (5) In the event of arbitration, the buyer and seller have to agree on the sampling apparatus.

Sampling if contents differ

10. (1) If, after an examination of the sunflower seed taken from different bags in a consignment in terms of regulation 9(1), it appears that the contents of those bags differ substantially --
- (a) the bags concerned shall be separated from each other;
 - (b) all the bags in the consignment concerned shall be sampled in order to do such separation; and
 - (c) each group of bags with similar contents in that consignment shall for the purposes of these regulations be deemed to be a separate consignment.
- (2) If, after the discharge of a consignment of sunflower seed in bulk has commenced, it is suspected that the consignment could be of a class or grade other than that determined by means of the initial sampling, the discharge shall immediately be stopped and the part of the consignment remaining in the bulk container, as well as the sunflower seed that is already in the collecting tray, shall be sampled anew with a bulk sampling apparatus or by catching samples at regular intervals with a suitable container from the stream of sunflower seed that is flowing in bulk.

Working sample

11. A working sample shall be obtained by dividing the representative sample of the consignment according to the method as prescribed by the International Association for Cereal Science and Technology in Method 101 (Approved 1960).

PART IV**INSPECTION METHODS*****Determination of undesirable smell, harmful substances, noxious seeds, stones, glass, metal, coal, dung and insect content***

12. A consignment shall be assessed sensorially or a sample of a consignment shall be assessed sensorially or be analysed chemically in order to determine --

- (a) whether it has a musty, sour, khaki bush or other undesirable smell;
- (b) whether it contains sunflower seed in or on which a substance occurs that renders it unsuitable for human or animal consumption or processing into or utilization thereof as food or feed;
- (c) whether it contains noxious seeds;
- (d) whether it contains stones, glass, metal, coal or dung;
- (e) whether it contains any insects.

Determination of percentage of foreign matter

13. (1) The percentage of foreign matter in a consignment shall be determined as follows:

- (a) Obtain two working samples with a mass of at least 20 g each from the representative sample of the consignment.
- (b) Remove all foreign matter from the working samples concerned by hand or by means of the 1,8 mm slotted sieve and determine the mass thereof.
- (c) Express the mass thus determined as a percentage of the mass of the working sample concerned.
- (d) If the percentages of the two working samples differ by more than 0,5 per cent, an additional determination shall be performed on another working samples and the provisions of paragraphs (a), (b) and (c) shall *mutatis mutandis* apply to the additional working sample.
- (e) Determine the average of the percentages obtained in terms of paragraphs (c) or (d), as the case may be.
- (f) Such average shall represent the percentage of foreign matter in the consignment concerned.

Determination of percentage of sunflower seed of another class

14. The percentage of sunflower seed of another class in a consignment shall be determined as follows:

- (a) Obtain two working samples with a mass of at least 20 g each from the representative sample of the consignment, from which all foreign matter has been removed.

- (b) Remove all sunflower seeds of another class and determine the mass thereof in each of the working samples concerned.
- (c) Express the mass thus determined as a percentage of the mass of the working sample concerned.
- (d) If the percentages of the two working samples differ by more than 0,5 per cent, an additional determination shall be performed on another working sample and the provisions of paragraphs (a), (b) and (c) shall *mutatis mutandis* apply to the additional working sample.
- (e) Determine the average of the percentages obtained in paragraphs (c) or (d), as the case may be.
- (f) Such average shall represent the percentage of sunflower seed of another class in the consignment concerned.

Determination of percentage of damaged sunflower seed

15. The percentage of damaged sunflower seed in a consignment shall be determined as follows:

- (a) Obtain two working samples with a mass of at least 20 g each from the sample of the consignment, from which all foreign matter has been removed.
- (b) Shell the seeds in the working samples by hand or with a machine so that the nucleus portions thereof are retained.
- (c) Remove all damaged sunflower seed from the quantity thus shelled and determine the mass thereof in each of the working samples concerned.
- (d) Express the mass thus determined as a percentage of the mass of the working sample concerned.
- (e) If the percentages of the two working samples differ by more than 0,5 per cent, an additional determination shall be performed on another working sample and the provisions of paragraphs (a), (b), (c) and (d) shall *mutatis mutandis* apply to the additional working sample;
- (f) Determine the average of the percentages obtained in terms of paragraphs (d) or (e), as the case may be.
- (g) Such average shall represent the percentage of damaged sunflower seed in the consignment concerned.

Determination of moisture content

16. The moisture content of a consignment of sunflower seed may be determined according to any suitable method: Provided that the results thus obtained are in accordance, within a margin of 0,3 per cent, with the results obtained by means of the 72 hour oven dried method as prescribed the American Association of Cereal Chemists in Method 44/15A/1981.

Requirements for sieves

17. (1) A 1,8 mm slotted sieve shall comply with the following requirements:

- (a) The sieve shall be a hand sieve with a frame of suitable material and with inner measurements of 200 mm to 210 mm in length, 200 mm to 210 mm in width and at least 50 mm in depth.
- (b) The frame shall be provided with a screen of a suitable metal with a thickness of 1 mm that has eight parallel rows of elongated slots measuring 20 mm in length and 1,8 mm in width.

- (c) The elongated slots in the different rows shall run in columnar formation.
 - (d) The ribs between the slots in the same row shall be 2,4 mm wide.
 - (e) The slotted sieve shall fit firmly onto a collecting tray but shall not rest upon the bottom thereof;
- (2) A 5,5 mm round hole sieve shall be a hand sieve with a framework of 425 mm by 250 mm and with round perforations 5,5 mm in diameter.

PART V

OFFENCE AND PENALTIES

18. Any person who contravenes or fails to comply with any provision of these regulations shall be guilty of an offence and upon conviction be liable to a fine or imprisonment in terms of section 11 of the Act.

ANNEXURE/AANHANGSEL

TABLE 1/TABEL 1

STANDARDS FOR GRADES OF SUNFLOWER SEED/
STANDAARDE VIR GRADE VAN SONNEBLOMSAAD

Deviation/Afwyking	Maximum permissible deviation/ Maksimum toelaatbare afwyking		
	Class/Klas FH	Class/Klas FS	Class/Klas FGP
	Grade 1/Graad 1		
1. Damaged sunflower seed/Beskadigde sonneblomsaad		10%	
2. Foreign objects/Vreemde voorwerpe		4%	

No. R. 811

31 Augustus 2001

WET OP LANDBOUPRODUKSTANDAARDE, 1990
(WET No. 119 VAN 1990)**REGULASIES MET BETREKKING TOT DIE GRADERING, VERPAKKING EN MERK VAN
SONNEBLOMSAAD BESTEM VIR VERKOOP IN DIE REPUBLIEK VAN SUID-AFRIKA**

Die Minister van Landbou, handelende kragtens artikel 15 van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990) het die regulasies in die Bylae uitgevaardig.

BYLAE**Woordskrywing**

1. In hierdie regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken --

"1,8 mm gleufsif" 'n sif soos beoog in regulasie 17(1);

"5,5 mm rondegatsif" 'n sif soos beoog in regulasie 17(2);

"besending" --

- (a) 'n hoeveelheid sonneblomsaad van dieselfde klas, wat aan dieselfde eienaar behoort, wat op 'n bepaalde tydstip afgelewer word onder dekking van dieselfde vagbrief, afleweringsbrief of ontvangsbewys, of gelewer word deur dieselfde voertuig of losmaathouer, of wat uit dieselfde buis van 'n graansuier of 'n skeepsruim gelaai word; of
- (b) in die geval waar 'n hoeveelheid in paragraaf (a) bedoel, ingedeel is in 'n graad, elke sodanige hoeveelheid van die graad;

"beskadigde sonneblomsaad" sonneblomsade of gedeeltes daarvan waarvan die kern sigbaar weens hitte van buite of verhitting as gevolg van inwendige gisting verkleur is;

"die Wet" die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990);

"houer" 'n sak of 'n losmaathouer;

"insek" enige lewende insek wat skadelik vir opgebergde sonneblomsaad is, ongeag die stadium van ontwikkeling van die insek;

"klas" 'n klas in regulasie 3 bedoel;

"losmaathouer" enige vervoermiddel of houer waarin losmaat sonneblomsaad vervoer of gestoor word;

"sak" 'n sak vervaardig van --

- (a) jute of phormium of 'n mengsel van jute en phormium; of
- (b) polipropileen wat voldoen aan SABS spesifikasie CKS632;

"skadelike sade" die sade of gedeeltes van sade van plantspesies wat 'n risiko vir menslike of dierlike gesondheid kan inhou indien dit verbruik word, met inbegrip van sade van *Argemone mexicana* L., *Convolvulus* spp., *Crotalaria* spp., *Datura* spp., *Ipomoea purpurea*, *Lolium temulentum*, *Ricinus communis* of *Xanthium* spp.;

"sonneblomsaad" die dopvrug van plante van *Helianthus annuus* (L.); en

"vreemde voorwerpe" –

- (a) los en leë doppe wat in die betrokke besending voorkom;
- (b) alle voorwerpe anders as glas, mis, steenkool, klippies, metaal, sonneblomsaad en sonneblomsaadkerne wat in die betrokke besending voorkom;

Beperkings op verkoop van sonneblomsaad

2. (1) Niemand mag sonneblomsaad in die Republiek van Suid-Afrika verkoop nie –
- (a) tensy die sonneblomsaad verkoop word volgens die klasse in regulasie 3 uiteengesit;
 - (b) tensy die sonneblomsaad voldoen aan die standaarde vir die betrokke klas in regulasie 4 uiteengesit;
 - (c) tensy die sonneblomsaad, waar van toepassing, voldoen aan die grade van sonneblomsaad en standaarde vir die grade in regulasies 5 en 6 onderskeidelik uiteengesit;
 - (d) tensy die sonneblomsaad verpak is volgens die verpakkingsvereistes in regulasie 7 uiteengesit;
 - (e) tensy die houers of verkoopsdokumente, na gelang van die geval, gemerk is in ooreenstemming met die merkvereistes in regulasie 8 uiteengesit; en
 - (f) indien sonneblomsaad 'n stof bevat wat dit ongeskik maak vir menslike of dierlike verbruik of vir verwerking tot of aanwending daarvan as voedsel of voer.
- (2) Die uitvoerende beampte kan iemand skriftelik, in die geheel of gedeeltelik, op die voorwaardes wat hy of sy nodig ag, van die bepalinge van subregulasie (1) vrystel.

DEEL I

GEHALTESTANDAARDE

Klasse sonneblomsaad

3. Sonneblomsaad word geklassifiseer as –
- (a) Klas FH;
 - (b) Klas FS;
 - (c) Klas FGP; en
 - (d) Klas Ander Sonneblomsaad.

Standaarde vir klasse sonneblomsaad

4. 'n Besending sonneblomsaad word as –
- (a) Klas FH geklassifiseer indien dit –
 - (i) hoofsaaklik uit sonneblomsade met 'n hoë olie-inhoud bestaan;
 - (ii) hoogstens 20 persent sonneblomsaad van Klas FS of Klas FGP bevat; en

- (iii) voldoen aan die standaard vir Graad 1 in regulasie 6 uiteengesit;
- (b) Klas FS geklassifiseer indien dit --
 - (i) hoofsaaklik uit wit sonneblomsade of duidelik wit gestreepte sonneblomsade of 'n mengsel van wit en wit gestreepte sonneblomsade bestaan wat ingevolge die Plantverbeteringswet, 1976 (Wet No. 53 van 1976) as 'n variëteit geskik vir voëlsaad geregistreer en beskryf is;
 - (ii) hoogstens 20 persent sonneblomsaad van Klas FH en Klas FGP bevat nie; en
 - (iii) voldoen aan die standaard vir Graad 1 in regulasie 6 uiteengesit;
- (c) Klas FGP geklassifiseer indien dit --
 - (i) uit grootpit sonneblomsaad bestaan met hoogstens 5% sonneblomsade wat deur die 5,5 mm rondegatsif gaan nie;
 - (ii) voldoen aan die standaard vir Graad 1 in regulasie 6 uiteengesit; en
- (d) Klas Ander Sonneblomsaad geklassifiseer indien dit nie voldoen aan die vereistes vir Klas FH, Klas FS of Klas FGP nie.

Grade vir sonneblomsaad

5. Daar is slegs een graad vir die Klasse FH, FS en FGP sonneblomsaad, naamlik Graad 1.

Standaard vir grade sonneblomsaad

6. 'n Besending Graad 1 sonneblomsaad --

- (a) moet vry wees van 'n muwwe, suur, kakiebos- of ander ongewenste reuk;
- (b) moet vry wees van 'n stof wat dit ongeskik maak vir menslike of dierlike verbruik of vir verwerking tot of aanwending as voedsel of voer;
- (c) mag nie meer as 5 skadelike sade per 400 g bevat nie, waarvan hoogstens een van *Crotalaria* spesie mag wees en waarvan geen *Ricinus communis* mag wees nie;
- (d) moet vry wees van klippies, glas, metaal, steenkool of mis;
- (e) moet vry wees van insekte;
- (f) mag nie die maksimum persentasie toelaatbare afwykings soos in die Tabel in die Aanhangsel ten opsigte van die graad bepaal, oorskry nie; en
- (g) mag 'n voginhoud van hoogstens 10 persent hê.

DEEL II

VERPAKKINGS- EN MERKVEREISTES

Verpakkingsvereistes

7. Sonneblomsaad van verskillende klasse en grade word in verskillende houers verpak of afsonderlik opgeberg.

Merkvereistes

8. Elke houer of die meegaande verkoopsdokumente van 'n besending sonneblomsaad word gemerk of geëndoseer met die klas en, waar van toepassing, die graad van daardie sonneblomsaad.

DEEL III**MONSTERNEMING****Verkryging van monster**

9. (1) 'n Verteenwoordigende monster van 'n besending sonneblomsaad word --
- (a) in die geval van sonneblomsaad in sakke gelewer en behoudens regulasie 10, verkry deur minstens 10 persent van die sakke, ewekansig uit daardie besending gekies, met 'n saksteker te bemonster: Met dien verstande dat minstens 25 sakke in 'n besending bemonster word en waar 'n besending uit minder as 25 sakke bestaan, al die sakke in daardie besending bemonster word; en
 - (b) in die geval van sonneblomsaad in losmaat gelewer en behoudens regulasie 10, verkry deur daardie besending deur die volle diepte by minstens ses verskillende plekke, ewekansig in daardie losmaathoeveelheid uitgekies, met 'n losmaatmonsternemingsapparaat te bemonster.
- (2) Die gesamentlike monster in subregulasie (1)(a) of (b) verkry, moet --
- (a) 'n totale massa van minstens 5 kg hê; en
 - (b) deeglik gemeng word voor verdere ondersoek.
- (3) Indien vermoed word dat die monster in subregulasie (1)(a) bedoel nie verteenwoordigend van daardie besending is nie, word 'n addisionele vyf persent van die oorblywende sakke, ewekansig uit daardie besending gekies, in 'n geskikte losmaathouer uitgewooi en bemonster op die wyse in subregulasie (1)(b) beoog.
- (4) 'n Monster ingevolge hierdie regulasies geneem, word geag verteenwoordigend te wees van die besending waaruit dit geneem is.
- (5) In die geval van arbitrasie moet die koper en verkoper oor die monsternemingsapparaat ooreenkom.

Monsterneming indien inhoud verskil

10. (1) Indien dit na 'n ondersoek van die sonneblomsaad wat ingevolge regulasie 9(1) uit die verskillende sakke in 'n besending geneem is, blyk dat die inhoud van daardie sakke onderling wesenlik verskil, word --
- (a) die betrokke sakke van mekaar geskei;
 - (b) al die sakke in die betrokke besending bemonster ten einde sodanige skeiding te doen; en
 - (c) elke groep sakke met 'n soortgelyke inhoud in daardie besending vir die doeleindes van hierdie regulasies geag 'n afsonderlike besending te wees.
- (2) Indien, nadat met die aflaai van 'n besending sonneblomsaad in losmaat begin is, daar vermoed word dat die besending van 'n ander klas of graad kan wees as wat met behulp van die aanvanklike bemonstering bepaal is, word die aflaaiproses onmiddellik gestaak en word die deel van die besending wat in die losmaathouer oorbly asook die sonneblomsaad wat reeds in die opvangbak gestort is, van vooraf met 'n losmaatmonsternemingsapparaat bemonster of deur monsters met 'n geskikte houer met gereelde tussenposes uit die stroom van die sonneblomsaad wat in losmaat vloei, op te vang.

Werkmonster

11. 'n Werkmonster word verkry deur die verteenwoordigende monster van die besending volgens die metode soos voorgeskryf deur die "International Association for Cereal Science and Technology" in Metode 101 (goedgekeur 1960) te verdeel.

DEEL IV**ONDERSOEKMETODES*****Bepalings van ongewenste reuk, skadelike stowwe, skadelike sade, klippies, glas, metaal, steenkool, mis en insekinhoud***

12. 'n Besending word sintuiglik beoordeel of 'n monster van 'n besending word sintuiglik beoordeel of skeikundig ontleed ten einde te bepaal --

- (a) of dit 'n muwwe, suur, kakiebos- of ander ongewenste reuk het;
- (b) of dit sonneblomsade bevat waarin of waarop 'n stof voorkom wat dit ongeskik maak vir menslike of dierlike verbruik of vir verwerking tot of aanwending as voedsel of voer;
- (c) of dit skadelike sade bevat;
- (d) of dit klippies, glas, metaal, steenkool of mis bevat; en
- (e) of dit enige insekte bevat.

Bepaling van persentasie vreemde voorwerpe

13. (1) Die persentasie vreemde voorwerpe in 'n besending word soos volg bepaal:
- (a) Verkry twee werkmonsters met 'n massa van minstens 20 g elk van die verteenwoordigende monster van die besending.
 - (b) Verwyder alle vreemde voorwerpe met die hand of deur middel van die 1,8 mm gleufsif uit die betrokke werkmonster en bepaal die massa daarvan.
 - (c) Druk die massa aldus bepaal, uit as 'n persentasie van die massa van die werkmonster.
 - (d) Indien die persentasies van die twee werkmonsters met meer as 0,5 persent verskil, moet 'n addisionele bepaling op 'n ander werkmonster gedoen word en is die bepaling van paragrafe (a), (b) en (c) *mutatis mutandis* op die addisionele monster van toepassing.
 - (e) Bepaal die gemiddelde van die persentasies ingevolge paragrafe (c) of (d), na gelang van die geval, verkry.
 - (f) Sodanige gemiddelde verteenwoordig die persentasie vreemde voorwerpe in die betrokke besending.

Bepaling van persentasie sonneblomsaad van 'n ander klas

14. Die persentasie sonneblomsaad van 'n ander klas in 'n besending word soos volg bepaal:

- (a) Verkry twee werkmonsters met 'n massa van minstens 20 g elk van die verteenwoordigende monster van die besending, nadat alle vreemde voorwerpe verwyder is.
- (b) Verwyder alle sonneblomsade van 'n ander klas en bepaal die massa daarvan in elk van die betrokke werkmonsters.

- (c) Druk die massa aldus bepaal, uit as 'n persentasie van die massa van betrokke werkmonster.
- (d) Indien die persentasies van die twee werkmonsters met meer as 0,5 persent verskil, moet 'n addisionele bepaling op 'n ander werkmonster gedoen word en is die bepalings van paragrawe (a), (b) en (c) *mutatis mutandis* op die addisionele monster van toepassing.
- (e) Bepaal die gemiddelde van die persentasies ingevolge paragrawe (c) en (d), na gelang van die geval, verkry.
- (f) Sodanige gemiddelde verteenwoordig die persentasie sonneblomsaad van 'n ander klas in die betrokke besending.

Bepaling van persentasie beskadigde sonneblomsaad

15. Die persentasie beskadigde sonneblomsaad in 'n besending word soos volg bepaal:

- (a) Verkry twee werkmonsters met 'n massa van minstens 20 g elk van die monster van die besending, nadat alle vreemde voorwerpe verwyder is.
- (b) Dop die sade in die werkmonsters met die hand of 'n masjien uit sodat die kerngedeeltes daarvan behoue bly.
- (c) Verwyder alle beskadigde sonneblomsaad uit die aldus uitgedopte hoeveelheid en bepaal die massa daarvan in elk van die betrokke werkmonsters.
- (d) Druk die massa aldus bepaal, uit as 'n persentasie van die massa van die betrokke werkmonster.
- (e) Indien die persentasies van die twee werkmonsters met meer as 0,5 persent verskil, moet 'n addisionele bepaling op 'n ander werkmonster gedoen word en is die bepalings van paragrawe (a), (b), (c) en (d) *mutatis mutandis* op die addisionele monster van toepassing.
- (f) Bepaal die gemiddelde van die persentasies ingevolge paragrawe (d) of (e), na gelang van die geval, verkry.
- (g) Sodanige gemiddelde verteenwoordig die persentasie beskadigde sonneblomsaad in die betrokke besending.

Bepaling van voginhoud

16. Die voginhoud van 'n besending sonneblomsaad kan volgens enige geskikte metode bepaal word: Met dien verstande dat die resultate aldus verkry in ooreenstemming is, met 'n speling van 0,3 persent, met die resultate verkry deur die 72 uur oonddroogmetode soos deur die American Association for Cereal Chemists voorgeskryf in Metode 44/15A/1981.

Vereistes vir siwwe

17. (1) 'n 1,8 mm gleufsif moet aan die volgende vereistes voldoen:

- (a) 'n handsif met 'n raam van 'n geskikte materiaal en met binne-afmetings van 200 mm tot 210 mm in lengte, 200 mm tot 210 mm in breedte en minstens 50 mm in diepte. (b) Die raam moet van 'n sifbodem van 'n geskikte metaal van 1 mm dikte voorsien wees wat agt parallelle rye langwerpige gleuwe van 20 mm in lengte en 1,8 mm in breedte het.
- (b) Ie langwerpige gleuwe in die verskillende rye moet in suilvormige formasie loop.
- (c) Die riwwe tussen die langwerpige gleuwe in dieselfde ry moet 2,4 mm wyd wees.

- (d) Die gleufsif moet stewig op 'n opvangbak pas, maar mag nie op die bodem daarvan rus nie.
- (2) 'n 5,5 mm rondegatsif is 'n handsif met 'n raamwerk van 425 mm by 250 mm en met ronde gate 5,5 mm in deursnee;

DEEL V

OORTREDING EN STRAWWE

18. Iemand wat 'n bepaling van hierdie regulasies oortree of versuim om daaraan te voldoen, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete of met gevangenisstraf ingevolge artikel 11 van die Wet.

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 804****31 August 2001**

LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO: EXTENSION OF PERIOD OF OPERATION OF
MAIN COLLECTIVE AGREEMENT**

I, Thembinkosi Mkalipi, Executive Manager: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices Nos. R 962 of 14 August 1998, R. 1093 of 28 August of 1998, R. 1468 of 20 November 1998, R. 1469 of 20 November of 1998, R. 987 of 20 August 1999, R. 506 of 26 May 2000, R. 629 of 23 June 2000, R. 1334 of 08 December 2000 and R. 555 of 22 June 2001, by a further period ending 30 November 2001.

T. MKALIPI**Executive Manager: Collective Bargaining****No. 804****31 Augustus 2001**

WET OP ARBEIDSVERHOUDINGE, 1995

**MOTORNWERKVERHOUDINGSBEDINGINGSRAAD—MIBCO: VERLENGING VAN
TYDPERK VAN HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Thembinkosi Mkalipi, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verleng hierby, kragtens artikel 32 (6) (a) (i) van die Wet op Arbeidsverhoudinge, 1995, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 962 van 14 Augustus 1998, R. 1093 van 28 Augustus 1998, R. 1468 van 20 November 1998, R. 1469 van 20 November 1998, R. 987 van 20 Augustus 1999, R. 506 van 26 Mei 2000, R. 629 van 23 Junie 2000, R. 1334 van 08 Desember 2000 en R. 555 van 22 Junie 2001, met 'n verdere tydperk wat op 30 November 2001 eindig.

T. MKALIPI**Uitvoerende Bestuurder: Kollektiewe Bedinging****No. R. 812****31 August 2001**

LABOUR RELATIONS ACT, 1995

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 10 September 2001, and for the period ending 28 February 2002.

M. M. S. MDLADLANA**Minister of Labour****No. R. 812****31 Augustus 2001**

WET OP ARBEIDSVERHOUDINGE, 1995

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

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Wysigingsooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 10 September 2001, en vir die tydperk wat op 28 Februarie 2002 eindig.

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

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

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

Road Freight Employers' Association

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

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

and

Transport and Allied Workers' Union

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

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

to amend the Agreement published under Government Notice Nos. R. 186 of 1 March 2001 and R. 265 of 23 March 2001.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Road Freight Industry—
 - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
 - (b) in the Magisterial District of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial District of Boksburg and Brakpan which, prior to the publication of the Government Notice No. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. R. 498 and R. 871 of 1 April 1996 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R. 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria] Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. R. 1105 of 26 July 1963 and R. 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp], Oberholzer [excluding that portion of the Magisterial District of Oberholzer which, prior to the publication by Government Notice No. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom], Randburg [excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria], Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moedown 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.
2. Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees.
3. Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—
 - (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle; and
 - (b) an employer who operates one truck with one drive, and the employees employed by such employer.
4. The provisions of clause 1 (1) (a) and 1A of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions who entered into this Agreement.

1A. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2002.

2. CLAUSE 2. DEFINITIONS

- (1) In subclause (1) substitute the following for the first paragraph:

"(1) Unless the contrary intention appears, any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference to an Act shall include amendment to such Act; any reference to the singular shall include the plural and visa versa; any reference to any gender shall include the other gender, and further unless inconsistent with the context—".

- (2) In subclause (1) insert the following new definition after "packer/loader":

"**part-time employee**" means an employee not working full-time but who is employed on a permanent basis, and who is only required to work a fixed and limited number of hours per day, per week or per month."

3. CLAUSE 5. PAYMENT FOR OVERTIME

- (1) substitute the following for subclause (5):

"(5) Despite subclause (1), upon 72 hours written notice to an employee, an employer may pay an employee who works overtime at a rate of not less than—

- (a) the ordinary basic wage for overtime worked and grant the employees at least 20 minute's time off in respect of overtime payable at one and third times his hourly wage and 30 minute's time off in respect of overtime payable at one and a half times his hourly wage, on full pay for every hour worked; or
- (b) grant at least 80 minute's paid time off in respect of overtime payable at one and a third times his hourly wage and 90 minute's paid time off in respect of overtime payable at one and a half times his hourly wage, for each hour worked".

4. CLAUSE 10. HOURS OF WORK AND OVERTIME

- (1) In subclause (7) insert the following new paragraph (d):

"(d) An employer shall credit an employee with a shift for each period of 9 ordinary hours, or part thereof, worked during a compressed working week, up to a maximum of 5 shifts per week. Providing that an employer will be entitled to deduct a shift for each day that the employee is absent for reasons not specified in the defined of "shift".

- (2) In subclause (8) insert the following new paragraph (c):

"(c) An employee shall credit an employee with 5 shifts for each week during which an average hours of work scheme is operative: Providing that an employer will be entitled to deduct a shift for each day that the employee is absent for reasons not specified in the defined of "shift".

5. CLAUSE 13. LEAVE PAY FUND

- (1) Insert the following new subclauses (1) (a) (iii):

"(iii) An employer of a relief worker who has been employed for more than 90 days in a 12 month period, shall pay to each employee an amount based on the following formula for every ordinary hour, or part thereof worked:

$$\frac{25 \times \text{equivalent weekly wage}}{100 \times 195}.$$

- (2) In subclauses (1) (a) insert the following new paragraph (iv):

"(iv) An employer of—

- (aa) a part-time employee who works less than 15 hours per week; or
- (ab) a relief worker who has been employed for more than 90 days in a 12-month period",

shall pay to each such employee an amount based on the formula in paragraph 13 (1) (i) above, for every hour, or part thereof, worked."

6. CLAUSE 14. HOLIDAY PAY BONUS FUND

- (1) In subclause (1) (a) substitute the following for paragraph (iii):

"(iii) An employer of—

- (aa) a part-time employee who works less than 15 hours per week; or
- (ab) a relief worker who has been employed for more than 90 days in a 12-month period,

shall pay to each employee an amount based on the formula in paragraph 14 (1) (i) above, for every hour, or part thereof, worked."

7. CLAUSE 15. SICK FUND

- (1) In subclause (1) (a) substitute the following for paragraph (iii):

"(iii) An employer of—

- (aa) a part-time employee who works less than 15 hours per week; or
- (ab) a relief worker who has been employed for more than 90 days in a 12-month period,

shall pay to each employee an amount based on the formula in paragraph 7 (1) (i) above, for every hour, or part thereof, worked."

8. CLAUSE 18. EXPENSES OF THE COUNCIL

- (1) In subclause (1) substitute "0,4%" for "0,3%" in the first line of paragraph (a).

9. CLAUSE 26. SUGAR CANE SECTOR

- (1) Insert the following new subclause (e):

"(e) Consolidated allowance—employees shall receive a pro rata allowance of R100,00 per month, offset by any shift, accommodation, housing, rations, or other allowances of a subsistence nature, paid to an employee."

10. CLAUSE 29. ENFORCEMENT/LEGAL COSTS

- (1) Substitute the following for clause 29:

"Whenever it becomes necessary or expedient for the Council to institute proceedings in any competent forum for the recovery of any amount of money deducted by an employer from any moneys due to an employee but not paid over to the Council, then and in such event the debtor shall be liable for all costs incurred by the Council in recovery of the amount due, including costs on attorney and client scale in the event of a legal practitioner having been instructed by the Council to collect the amount".

11. CLAUSE 31. PUBLIC DRIVING PERMIT

- (1) Amend the title of this clause to "PROFESSIONAL DRIVING PERMIT".
(2) In subclauses (1), (2) and (3) substitute the word "Professional" for "Public" in each subclause.

12. NEW CLAUSE 41

Insert the following new clause as clause 41:

"CLAUSE 41. PART-TIME EMPLOYEES

- (1) A written contract of employment, which specifies the fixed hours that a part-time employee is required to work each day, week or month, must be entered into between the employer and employee.
(2) The minimum wage rate of a part-time employee shall be calculated as a proportion of the wage rate prescribed in clause 4 of for the class of work performed by the employee.
(3) The number of part-time employees employed by an employer shall on average not exceed 30% of the employers total average workforce over a 12 month period.
(4) An employer shall credit every part-time employee with 5 shifts per week, unless the employee is absent for reasons not specified in clause 13 (5) on a day the employee s due to work."

13. NEW CLAUSE 42

Insert the following new clause 42:

"CLAUSE 42. PAYMENT OF CONTRIBUTIONS

The Secretary may, in his entire discretion, be entitled to reallocate contributions made by an employer to Council in terms of clauses 13, 14, 15 and 18 to any shortfall in contributions due to an employer and employees in terms of clause 7 of the Provident Fund Agreement, and the Council shall be deemed not to hold sufficient money for payment of leave pay, holiday pay bonuses or sick pay that may become payable in terms of the abovementioned clauses."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 17th day of April 2001.

G. F. VAN NIEKERK

Chairman of the Council

J. J. DUBE

Vice-Chairman of the Council

B. S. E. GRATZ

Secretary of the Council

No. R. 813

31 August 2001

LABOUR RELATIONS ACT, 1995

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 10 September 2001, and for the period ending 28 February 2002.

M. M. S. MDLADLANA

Minister of Labour

No. R. 813

31 Augustus 2001

WET OP ARBEIDSVARHOUDINGE, 1995

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

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Wysigingsooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 10 September 2001, en vir die tydperk wat op 28 Februarie 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

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

Road Freight Employers' Association

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

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

and

Transport and Allied Workers' Union

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

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

to amend the Agreement published under Government Notice No. R. 205 of 1 March 2001 and R. 269 of 23 March 2001.

1. SCOPE OF APPLICATION

1. The terms of this Agreement shall be observed in the Road Freight Industry—

- (a) by all employers who are members of the employers organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
- (b) in the Republic of South Africa, excluding the following Magisterial Districts: Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1996 and 1 July 1972 (Government Notices Nos. 498 and 871 of 1 April 1996 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. 556 and 1618 of 29 March 1956 and 2 October 1970, respectively) fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. 1105 of 26 July 1963 and 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Meadows 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees from whom minimum wages are prescribed on this Agreement and to the employers of such employees.

(3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—

- (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle; and
- (b) an employer who operates one truck with one driver, and the employees employed by such employer.

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

1A. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2002.

2. CLAUSE 2. DEFINITIONS

(1) In subclause (1) substitute the following for the first paragraph:

"(1) Unless the contrary intention appears, any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act; any reference to the singular shall include the plural and visa versa; any reference to any gender shall include the other gender, and further unless inconsistent with the context—"

(2) In subclause (1) substitute the following definition for "part-time employee":

"**part-time employee**" means an employee not working full-time but who is employed on a permanent basis, and who is only required to work a fixed and limited number of hours per day, per week, or per month."

3. CLAUSE 6. ORDINARY HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

(1) Insert the following new subclause 6 (a) (iv):

"(iv) In the case of an employee of a temporary employment service who works overtime while employed in two or more job categories during a pay week, one and one third his hourly wage in respect of the total hours so worked in each category: Provided that all overtime in excess of 6 hours in any week shall be paid for at one and a half times his hourly wage in respect of the hours so worked in each category."

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

"(e) Despite subclause (6) (a), upon 72 hours written notice to an employee, an employer may pay an employee who works overtime at a rate of not less than—

- (i) the ordinary basic wage for overtime worked and grant the employees at least 20 minute's time off in respect of overtime payable at one and third times his hourly wage and 30 minute's time off in respect of overtime payable at one and a half times his hourly wage, on full pay for every hour worked; or
- (ii) grant at least 80 minute's paid time off in respect of overtime payable at one and a third times his hourly wage and 90 minute's paid time off in respect of overtime payable at one and a half times his hourly wage, for each hour worked."

(3) Substitute the following for subclause (7) (d) (i):

"(7) (d) (i) Compressed working week—upon 72 hours written notice to an employee, an employer may require an employee to work up to fifteen hours in a day, inclusive of meal intervals required in terms of subclause (2), without receiving overtime pay."

(4) In clause 6 substitute the following opening paragraph in subclause (7) (e):

"(7) (e) Averaging of hours to work—upon 72 hours written notice to an employee, the ordinary hours of work and overtime of an employee may be averaged over a period of five weeks, provided that—"

(5) Insert the following new subclause (9):

"(9) An employer shall credit an employee with five shifts—

- (i) for each period of 9 hours, or part thereof, worked during a compressed working week up to a maximum of five shifts per week;
- (ii) for each week during which an averaging of hours of work scheme is operative.

Provided that an employer will be entitled to deduct a shift for each day that the employee is absent for reasons not specified in clause 7 (8) (b)."

4. CLAUSE 14. PUBLIC DRIVING PERMIT

(1) Amend the title of this clause to "PROFESSIONAL DRIVING PERMIT".

(2) In subclauses (1), (2) and (3) substitute the word "Professional" for "Public" in each subclause.

5. CLAUSE 21. EXPENSES OF THE COUNCIL

(1) In subclause (1) substitute "0,4%" for 0,3% in the first line of paragraph (a):

6. CLAUSE 27. ENFORCEMENT/LEGAL COSTS

(1) Substitute the following for Clause 27:

"Whenever it becomes necessary or expedient for the Council to institute proceedings in any competent forum for the recovery of any amount of money deducted by an employer from any moneys due to an employee but not paid over to the Council, then and in such event the debtor shall be liable for all costs incurred by the Council in recovery of the amount due, including costs on attorney and client scale in the event of a legal practitioner having been instructed by the Council to collect the amount".

7. CLAUSE 41. SUGAR CANE SECTOR

(1) Insert the following new subclause (e):

- "(e) Consolidated allowance—employees shall receive a pro rata allowance of R100,00 per month, or part thereof, offset by any shift, accommodation, housing, rations, or other allowances of a subsistence nature paid to an employee."

8. NEW CLAUSE 44

Insert the following new clause 44:

"CLAUSE 44. PART-TIME EMPLOYEES

- (1) A written contract of employment, which specifies the fixed hours that a part-time employee is required to work each day, week or month, must be entered into between the employer and employee.
- (2) The minimum wage rate of a part-time employee shall be calculated as a proportion of the wage rate prescribed in clause 4 for the class of work performed by the employee.
- (3) The number of part-time employees employed by an employer shall on average not exceeding 30% of the employers total average workforce over a 12 month period.
- (4) An employer shall credit every part-time employee with 5 shifts per week, unless the employee is absent for reasons not specified in clause 7 (8) (b) on a day the employee is due to work."

9. NEW CLAUSE 45

Insert the following new clause 45:

"CLAUSE 45. PAYMENT OF CONTRIBUTIONS

- (1) The Secretary may, in his entire discretion, be entitled to reallocate contributions made by an employer to Council in terms of clauses 31 and 21 to any shortfall in contributions due by an employer and employees in terms of clause 7 of the Provident Fund Agreement, and the Council shall be deemed not to hold sufficient money for payment of holiday pay bonuses that may become payable in terms of the above-mentioned clauses."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 17th day of April 2001.

G. F. VAN NIEKERK

Chairman of the Council

J. J. DUBE

Vice-Chairman of the Council

B. S. E. GRATZ

Secretary of the Council

No. R. 814

31 August 2001

LABOUR RELATIONS ACT, 1995**ROAD FREIGHT INDUSTRY: EXTENSION OF PROVIDENT FUND
COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 10 September 2001, and for the period ending 28 February 2002.

M. M. S. MDLADLANA

Minister of Labour

No. R. 814

31 Augustus 2001

WET OP ARBEIDSVARHOUDINGE, 1995**PADVRAGNYWERHEID: UITBREIDING VAN VOORSORGFONDS
KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE**

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

Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewes en werknemers in daardie Nywerheid, met ingang van 10 September 2001, en vir die tydperk wat op 28 Februarie 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

PROVIDENT FUND COLLECTIVE AGREEMENT

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

Road Freight Employers' Association

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

Motor Transport Worker's Union (South Africa)

South African Transport Workers Union

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers Union

and the

Transport and Allied Workers' Union

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

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

to amend the Agreement published under Government Notice No. R. 206 of 1 March 2001.

1. SCOPE OF APPLICATION

- (1) In terms of this Agreement shall be observed in the Road Freight Industry—
 - (a) by all employers who are members of the employer's organisation and by all employees who are members of the trade unions, and who are engaged and employed in the said industry, respectively;
 - (b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan, which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. 498 and 871 of 1 April 1966, and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. 556 and 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp (including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. 1105 and 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which prior to the publication of Government Notice No. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadoons 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.
 - (c) In the Republic of South Africa, excluding the magisterial districts detailed in subclause (1) (b) above.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to the employees for whom minimum wages are prescribed in the Main Agreement and to the employers of such employees.
- (3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—
 - (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle;
 - (b) an employer who operates one vehicle with one driver and the employees employed by such employer;
 - (c) an employer whose establishment falls within the magisterial districts detailed in subclause (1) (b) above and who, at the time of publication of Government Notice No. R. 3146 of 20 December 1991, has an existing pension of provident fund registered with the Registrar of Pension Funds, covering employees for whom minimum wages are prescribed in the Main Agreement, and the employees of such an employer;

- (d) an employer whose establishment falls within the magisterial districts detailed in subclause (1) (b) above, who prior to the publication of Government Notice No. R. 3146 of 20 December 1991, did not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Main Agreement, but who, before 1 January 1991, commenced negotiations for the establishment of a pension or provident fund for employees covered by the Main Agreement;
 - (e) an employer whose establishment falls within the magisterial districts detailed in subclause (1) (c) above and who, at the time of publication of Government Notice No. R. 450 of 16 April 1999, has an existing pension or provident fund registered within the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Main Agreement, and the employees of such an employer;
 - (f) an employer whose establishment falls within the magisterial districts detailed in subclause (1) (c) above and who, prior to the publication of Government Notice No. R.450 of 16 April 1999, did not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Main Agreement, but who, before 1 March 1999, commenced negotiations for the establishment of a pension or provident fund for employees covered by the Main Agreement.
- (4) The provisions of clause 1 (1) (a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation of trade unions that entered into this Agreement.
- (5) The exclusions contained in subclause (3) above shall not apply in respect of subclause 7 (8).

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2002.

3. CLAUSE 3: DEFINITIONS

- (1) Substitute the following for the first paragraph:

"Unless the contrary intention appears, any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meanings as in that Act, and any reference to an Act shall include any amendment to such Act; any reference to the singular shall include the plural and visa versa; any reference to any gender shall include the other gender, and further unless inconsistent with the context—".

- (2) Substitute the following definition for the definition of "part-time employee":

"part-time employee" means an employee not working full-time, but who is employed on a permanent basis, and who is only required to work a fixed and limited number of hours per day, per week or per month."

4. CLAUSE 6: MEMBERSHIP

- (1) In subclause (1) insert the following new paragraphs (f) and (g):

"(f) Part-time employees who work 15 or more hours per week."; and

"(g) part-time employees who work less than 15 hours per week, unless they elect in writing not to join the fund."

5. CLAUSE 7: CONTRIBUTIONS

- (1) In subclause 7 (1) substitute the following for paragraph (b):

"(b) Notwithstanding anything to the contrary contained in this agreement, should a member, other than those detailed in paragraphs (d) below, work for less than 16 hours during any week, no contributions shall be made by the member or the employer."

- (2) In subclause 7 (1) substitute the following for paragraph (d):

"(d) In lieu of the contributions due in terms of paragraphs (a) and (c)—

(i) a temporary employment service who employs an employee on a fixed term contract of a duration of less than 2 months; or

(ii) the employer of a part-time worker who works less than 15 hours per week, and who elects in writing not to join the fund; or

(iii) the employer of a relief worker, who is employed on more than 90 days in a 12-month period,

in addition to the normal wage due to an employee in respect of ordinary hours worked, shall pay an employee an allowance equal to the percentage specified in column B of Annexure A of the employee's normal wage for every hour worked in a job category."

6. CLAUSE 8: BENEFITS

- (1) Insert the following new subclause (10):

"(10) The Fund may for the benefit of members, enter into agreements with registered financial institutions, binding itself as surety and co-principal debtor in solidum with members for the repayment of loans granted to members by the Financial Institutions for the purpose of purchasing fixed residential property, erecting buildings thereon or effecting alterations or additions thereto."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 17th day of April 2001.

G. F. VAN NIEKERK
Chairman of the Council

J. J. DUBE
Vice-Chairman of the Council

B. S. E. GRATZ
Secretary of the Council

No. R. 815

31 August 2001

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF EXEMPTIONS AND DISPUTE RESOLUTION COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 10 September 2001, and for the period ending 28 February 2002.

M. M. S. MDLADLANA, Minister of Labour

No. R. 815

31 Augustus 2001

WET OP ARBEIDSVERHOUDINGE, 1995

PADVRAGNYWERHEID: UITBREIDING VAN VRYSTELLINGS- EN GESKILBESLEGTINGS KOLLEKTIEWE WYSINGGOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Wysigingsooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 10 September 2001, en vir die tydperk wat op 28 Februarie 2002 eindig.

M. M. S. MDLADLANA, Minister van Arbeid

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY: EXEMPTIONS AND DISPUTE RESOLUTION COLLECTIVE AGREEMENT

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers Union

and

Transport and Allied Workers' Union

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

being the parties to the National Bargaining Council for the Road Freight Industry, to amend the agreement published under Government Notice No. R. 919 of 24 July 1998, as amended and extended by Government Notices Nos. R. 1688 of 24 December 1998, R. 212 of 19 February 1999, R. 286 of 12 March 1999, R. 318 of 19 March 1999, R. 1279 of 29 October 1999, R. 121 of 11 February 2000, R. 142 of 18 February 2000, R. 296 of 31 March 2000, R. 540 of 2 June 2000 and R. 207 of 1 March 2001.

1. SCOPE OF APPLICATION

- (1) The whole of the Republic of South Africa.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in the Agreements published under Government Notices Nos. R. 920 of 24 July 1998 and R. 922 of 24 July 1998, as renewed and amended from time to time, and to the employers of such employees.
- (3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement, shall not apply to—
 - (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle;
 - (b) an employer who operates one truck with one driver, and the employees employed by such employer; and
 - (c) to non-parties in respect of clause 2.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2002.

3. CLAUSE 3: DEFINITIONS

- (1) Substitute the following for the first paragraph:

"Unless the contrary intention appears, any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act; any reference to the singular shall include the plural and *visa versa*; any reference to any gender shall include the other gender, and further unless inconsistent with the context—".

4. CLAUSE 5: RESOLUTION OF DISPUTES

- (1) In subclause (2) substitute the following for paragraph (k):

"(k) The appointed conciliator(s) shall attempt to resolve the dispute within 30 days of the date Council received and accepted the referral, but the parties may agree to extend the 30 day period."

- (2) In subclause (2) substitute "(l)" for "(i)" at the end of paragraph (m).

- (3) In subclause (2) insert the following paragraph (o):

"(o) A Conciliator may issue an advisory award if:

- (1) it is clearly apparent that the employer has made no reasonable attempt to comply with the provisions of the Act or any Codes of Good Practice, issued by Nedlac in terms of section 203 (1) of the Act;
- (2) the dispute is found to be without merit, and having no possible prospects of success, the referral is construed as frivolous and/or vexatious.

At the conclusion of the failed conciliation the Conciliator will advise the affected party that he/she will—

- (i) be making an advisory award in terms of (1) and (2) above;
- (ii) the advisory award is based on the facts divulged by the parties;
- (iii) the implications for the affected party are that if the dispute proceeds to arbitration and the arbitrator's award concurs substantially with the advisory award, costs will in all probability be awarded against the affected party;
- (iv) the advisory award will be placed in a sealed envelope to be opened by the arbitrator in the presence of both parties after the award has been handed down;
- (v) a copy of the advisory award will be furnished to the said party."

- (4) In subclause (3) substitute the following for paragraph (l):

"(l) The arbitrator may not include an order for costs in the arbitration unless a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner—

- (i) by proceeding with or defending the dispute in the arbitration proceedings after a conciliator has issued an advisory award;
- (ii) in its conduct during the arbitration proceedings;
- (iii) by failing to attend the arbitration proceedings without good cause and/or prior notification to the Secretary.

At the commencement of the hearing the arbitrator will be advised by the Secretary or a designated official, that an advisory award was made by the conciliator following the failed conciliation.

At the conclusion of the arbitration, the arbitrator will hand down his/her award and then open the sealed envelope containing the advisory award. In the event that the advisory award concurs substantially with the arbitration award, it will be within the arbitrators' powers to include an order for costs after hearing arguments by both parties on the question of costs.

In the event of the costs not being paid by the compliance date specified in the award, the Council may recover the costs by instituting proceedings in the Labour Court of South Africa on behalf of the party in whose favour the award was granted; and

(5) Insert the following new subclause (4):

"(4) The Council may, in the interest of efficient and expeditious administration and for the benefit of employees and employers in the industry, issued rules not inconsistent with the provisions of this collective agreement further regulating the practice and procedures for resolving disputes. A copy of the rules may be obtained from any office of the Council."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 17th day of April 2001.

G. F. VAN NIEKERK

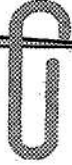
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Vice-Chairman of the Council

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Secretary of the Council



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