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GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

DEPARTMENT OF HEALTH DEPARTEMENT VAN GESONDHEID

No. R. 525

3 May 2002

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

REGULATIONS GOVERNING THE MAXIMUM LIMITS FOR PESTICIDE RESIDUES THAT MAY BE PRESENT IN FOODSTUFFS

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

SCHEDULE

1. In these regulations "the Regulations" means the regulations published under Government Notice No. R. 246 of 11 February 1994, as corrected by Government Notice No. R. 1448 of 26 August 1994 and Government Notice No. R. 494 of 8 June 2001.

Amendment of the Annex of the Regulations

2. The Annex of the Regulations is hereby amended by—

(1) the insertion of the following particulars in the correct alphabetical order:

I Chemical substance	II Foodstuff	III Maximum residue limit (mg/kg)
Abamectin.....	Citrus and potatoes.....	0,01
Acibenzolar-S-methyl	Mangoes	0,5
(acibenzolar-S-methyl determined as its metabolite CGA 210007 and expressed as acibenzolar-S-methyl.....)	Tomatoes.....	0,2
Azoxystrobin	Mealies (green)	0,05
Benalaxyl	Potatoes	0,05
Beta-cyfluthrin.....	Potatoes	0,05
Beta-cypermethrin (sum of isomers)	Grapes, groundnuts, macadamia nuts, mealies (green) and plums	0,05
	Beans, cruciferae and peas	0,1
	Citrus, peaches and tomatoes	0,2
	Apples, pears, sorghum and wheat	0,5
Carbendazim	Mealies (green)	0,5
	Tomatoes.....	0,2
Cartap hydrochloride	Onions.....	5,0
Chlormequat (chlormequat cation)	Pears.....	2,0
Chlorphenapyr	Grapes	0,5
	Plums	0,1
	Potatoes	0,01
Cyclanilide	Cotton seed.....	0,2

I Chemical substance	II Foodstuff	III Maximum residue limit (mg/kg)
Cymoxanil	Potatoes	0,01
Cyromazine (sum of cyromazine and melamine)	Mushrooms	2,0
	Potatoes	0,05
Deltamethrin	Lettuce and sorghum	0,1
Dimethomorph	Tomatoes	0,1
Etoxazole	Tomatoes	0,2
Famoxadone	Grapes	1,0
	Potatoes	0,02
	Tomatoes	0,2
Fenamidone	Potatoes	0,01
Fenpropathrin (sum of isomers)	Citrus	0,5 ²
Fosthiazate	Bananas	0,05
	Citrus	0,1
Haloxypop (haloxypop esters, haloxypop and its conjugates, expressed as haloxypop)	Beans (green) and peas	0,2
	Beetroot	0,5
Imidacloprid	Tomatoes	0,1
Indoxacarb	Cabbage	1,0
	Tomatoes	0,1
Iprovalicarb (sum of iprovalicarb and its diastereomers expressed as iprovalicarb)	Grapes and tomatoes	0,5
	Potatoes	0,05
Lambda-cyhalothrin	Apples, grapes (table), pears and plums	0,2
	Apricots and peaches	0,5
Milbemectin (sum of milbemectins A3 and A4)	Apples and tomatoes	0,01
Phosmet (sum of phosmet and its oxygen analogue (fat soluble))	Apples	5,0
	Pears	2,0
Phosphorous acid	Grapes	25,0
Piperonyl butoxide	Apples, apricots, beans (green), citrus, cruciferae, cucurbits, grapes (table), guavas, lettuce, peaches, pears, plums and tomatoes	5,0
Prochloraz (sum of prochloraz and its metabolites containing the 2,4,6-trichlorophenol moiety, expressed as prochloraz)	Ginger	10,0
Propaquizafop	Clover	0,1
	Cucurbits	0,2
Pymetrozine	Cabbage	0,02
	Cotton (seed)	0,05

I Chemical substance	II Foodstuff	III Maximum residue limit (mg/kg)
Pyraclostrobin (sum of pyraclostrobin and its metabolite BF 500-3)	Citrus	0,1
Pyrethrins	Apples, apricots, beans (green), citrus, cruciferae, cucurbits, grapes (table), guavas, lettuce, peaches, pears, plums and tomatoes	1,0
Pyriproxifen	Citrus	0,2
Quinoxifen (quinoxifen)	Grapes	1,0
Quizalofop-P-tefuryl	Canola	0,05
	Fat and meat	0,02
	Liver	0,2
	Milk	0,5
Spinosad [the sum of spinosad (spinosyns A and D) and its metabolites spinosyn K, spinosyn B and N-demethyl spinosyn] ..	Potatoes	0,02
	Tomatoes	0,2
Spiroxamine	Peas	0,1
Tau-fluvalinate	Wheat	0,01
Tebuconazole	Grapes	2,0
Tetraconazole (tetraconazole)	Grapes	0,5
Thiacloprid (thiacloprid)	Apples	1,0
Thiamethoxam (sum of thiamethoxam and its metabolite CGA 322704)	Apples	0,02
	Cotton seed	0,05
Triadimenol	Soya beans	0,05
Trifloxystrobin	Citrus	0,1
	Cucurbits	0,05
Triflumuron	Chicken fat	0,1
Zeta-cypermethrin (sum of isomers)	Cotton seed, grapes, groundnuts and macadamia nuts	0,05
	Beans, cruciferae and peas	0,1
	Peaches and tomatoes	0,2
	Apples, mealies (green), pears, sorghum and wheat	0,5

ME TSHABALALA-MSIMANG

Minister of Health

No. R. 525

3 Mei 2002

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

REGULASIES BETREFFENDE DIE MAKSIMUM PERKE VIR PLAAGDODERRESIDUS WAT IN VOEDINGSMIDDELS AANWESIG MAG WEES

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

BYLAE

1. In hierdie regulasies beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 246 van 11 Februarie 1994, soos gekorrigeer by Goewermentskennisgewing No. R. 1448 van 26 Augustus 1994 en Goewermentskennisgewing No. R. 494 van 8 Junie 2001.

Wysiging van die Aanhangsel van die Regulasies

2. Die Aanhangsel van die Regulasies word hierby gewysig deur—

(1) die invoeging van die volgende besonderhede in die korrekte alfabetiese posisie:

I Chemiese stof	II Voedingsmiddel	III Maksimum residuperk (mg/kg)
Abamektien.....	Aartappels en sitrus	0,01
Asibensolar-S-metiel (asibensolar-S-metiel, bepaal as sy metaboliet CGA 210007 en uitgedruk as asibensolar-S-metiel)	Mango's..... Tamaties.....	0,5 0,2
Asoksistrobien	Mielies (groen)	0,05
Benalaksiel	Aartappels	0,05
Beta-siflutrien.....	Aartappels	0,05
Beta-sipermetrien (som van isomere)	Druife, grondbone, makadamianeute, mielies (groen) en pruime	0,05
	Bone, ertjies en koolgewasse	0,1
	Perskes, sitrus en tamaties.....	0,2
	Appels, koring, pere en sorghum	0,5
Chloorfenapir	Aartappels	0,01
	Druife	0,5
	Pruime	0,1
Chloormekwat (chloormekwatkation)	Pere.....	2,0
Deltametrien	Blaarslaai en sorghum	0,1 ¹
Dimetomorf	Tamaties	0,1
Etoksasool	Tamaties	0,2
Femoksadoon (famoksadoon).....	Aartappels	0,02
	Druife	1,0
	Tamaties.....	0,2
Fenamidoon.....	Aartappels	0,01
Fenpropatrien (som van isomere)	Sitrus	0,5 ²
Fosforigsuur.....	Druife	25,0
Fosmet [som van fosmet en sy suurstof analog (vet-oplosbaar)].....	Appels	5,0
	Pere.....	2,0
Fostiasaat	Piesangs	0,05
	Sitrus	0,1
Haloksifop (haloksifop-esters, haloksifop en sy konjugate, uitgedruk as haloksifop)	Beet	0,5
	Bone (groen en ertjies)	0,2
Imidakloprid	Tamaties	0,1

I Chemiese stof	II Voedingsmiddel	III Maksimum residuperk (mg/kg)
Indoksakarb	Kool Tamaties	1,0 0,1
Iprovalikarb (som van iprovalikarb en sy diastereomere uitgedruk as iprovalikarb) ..	Aartappels Druwe en tamaties	0,05 0,5
Karbendasiem	Mielies (groen) Tamaties	0,5 0,2
Kartaphidrochloried	Uie	5,0
Kinoksifeen (kinoksifeen)	Druwe	1,0
Kwisalofop-P-tefuriel	Canola Lewer Melk Vet en vleis	0,05 0,2 0,5 0,02
Lambda-sihalotrien	Appels, druwe (tafel), pere en pruime ... Appelkose en perskes	0,2 0,5
Milbemektien (som van Milbemektien A3 en A4)	Appels en tamaties	0,01
Pimetrosien	Katoensaad Kool	0,05 0,02
Piperonielbutoksied	Appels, appelkose, blaarslaai, bone (groen), druwe (tafel), koejawels, koolgewasse, sitrus, pampoengewasse, pere, perskes, pruime en tamaties	5,0
Piraklostrobien (som van piraklostrobien en sy metabolite BF 500-3)	Sitrus	0,1
Piretriene	Appels, appelkose, blaarslaai, bone (groen), druwe (tafel), koejawels, koolgewasse, sitrus, pampoengewasse, pere, perskes, pruime en tamaties	1,0
Piriprosifeen	Sitrus	0,2
Prochlooras (som van prochlooras en sy metaboliete wat die 2,4,6-trichloorfenolgedeelte bevat, uitgedruk as prochlooras)	Gemmer	10,0
Propakisafop	Klawer Pampoengewasse	0,1 0,2
Siklanilied	Katoensaad	0,2
Simoksaniel	Aartappels	0,01
Siromasien (som van siromasien en melamine)	Aartappels Sampioene	0,05 2,0
Spinosad [som van spinosad (spinosine A en D) en sy metaboliete spinosin K, spinosin B en N-dimetiel spinosin D]....	Aartappels Tamaties	0,02 0,2
Spiroksamien	Ertjies	0,1
Tau-fluvalinaat	Koring	0,01
Tebukonasool	Druwe	2,0
Tetrakonasool (tetrakonasool)	Druwe	0,5

I Chemiese stof	II Voedingsmiddel	III Maksimum residuperk (mg/kg)
Tiaklopried (tiaklopried)	Appels	1,0
Tiametoksaam (som van tiametoksaam en sy metabolite CGA 322704)	Appels	0,02
	Katoensaad	0,05
Triadimenol	Soyabone	0,05
Trifloksistrobien	Pampoengewasse	0,05
	Sitrus	0,1
Triflumuroon	Hoendervet	0,1
Zeta-sipermetrien (som van isomere)	Druife, grondbone, katoensaad en makadamianeute	0,05
	Bone, ertjies en koolgewasse	0,1
	Perskes en tamaties	0,2
	Appels, koring, mielies (groen), pere en sorghum	0,5

ME TSHABALALA-MSIMANG
Minister van Gesondheid

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 527

3 May 2002

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 629 of 13 July 2001 with effect from 3 May 2002.

M.M.S MDLADLANA
Minister of Labour

No. R. 527

3 Mei 2002

WET OP ARBEIDSVARHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

METAAL- EN INGENIEURSNIYWERHEDE BEDINGINGSRAAD: INGENIEURSNIYWERHEDE PENSIOEN FONDS KOLLEKTIEWE OOREENKOMS

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewing No. R. 629 of 13 Julie 2001 in, met ingang van 3 Mei 2002.

M. M. S MDLADLANA
Minister van Arbeid

No. R. 528

3 May 2002

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF THE ENGINEERING INDUSTRIES PENSION FUND RE-ENACTING AND 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 Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 13 May 2002, and for the period ending 30 April 2006.

M. M. S MDLADLANA
Minister of Labour

No. R. 528

3 Mei 2002

WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNIWERHEDE BEDINGINGSRAAD: UITBREIDING VAN INGENIEURSNIWERHEDE
PENSIOEN FONDS KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 13 Mei 2002, en vir die tydperk wat op 30 April 2006 eindig.

M. M. S MDLADLANA

Minister van Arbeid

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

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

Association of Electric Cable Manufacturers of South Africa
Border Industrial Employers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electrical Engineering and Allied Industries' Association
Electronics and Telecommunications Industries' Association
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Iron and Steel Producers' Association of South Africa
KwaZulu-Natal Engineering Industries' Association
Lift Engineering Association of South Africa
Light Engineering Industries' Association of South Africa
Materials Handling Association
Non-Ferrous Metal Industries' Association of South Africa
Plastics Convertors' Association of South Africa
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Refrigeration and Air-conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries' Association of South Africa
S.A. Electro-Plating Industries' Association
S.A. Engineers and Founders' Association
S.A. Fasteners Manufacturers' Association (SAFMA)
S.A. Refrigeration and Air-conditioning Contractors' Association (SARACCA)
S.A. Pump Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association (SARCEA)
S.A. Tube Makers' Association
S.A. Valve and Actuator Manufacturers' Association (SAVAMA)
S.A. Wire and Wire Rope Manufacturers' Association

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

Electronic and Metal Workers' Union of S.A.

Metal and Electrical Workers' Union of S.A.

(Mynwerkersunie) MWU - Solidariteit (Mineworkers' Union) MWU - Solidarity

National Employees' Trade Union

National Union of Metalworkers of South Africa (NUMSA)

S.A. Electrical Workers' Association

Steel, Engineering and Allied workers' Union of South Africa (SEAWUSA)

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

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

3. SPECIAL PROVISIONS

The provisions contained in clause 7 of the Agreement published under Government Notice No. R. 652 of 8 May 1998, as re-enacted and amended by Government Notices Nos. R.114 of 11 February 2000 and R. 629 of 13 July 2001 (hereafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

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

5. CLAUSE 8: EXEMPTIONS

Substitute the following for this clause:

"1. General:

- (a) Any person bound by this Agreement may apply for exemption.
- (b) The authority of the Council to consider, grant and administer exemptions (excluding the hearing of appeals) is delegated to the Metal Industries Benefit Fund Administrators (MIBFA).

2. Fundamental principles for consideration:

- (a) All applications must be in writing and fully motivated and set to the Regional Office of the Council for the area in which the applicant is located.
- (b) In scrutinising an application for exemption MIBFA will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application.
- (c) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application.

Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application. Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

- (d) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.
- (e) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.

3. Urgent applications:

- (a) In cases of urgent applications, details may be faxed or delivered to the Council in the region where the applicant is located.
- (b) MIBFA or the Managing Director and General Manager will consider the application, make a decision and communicate that decision to the applicant without delay.
- (c) The applicant is expected to put forward a substantive explanation as to the urgency of the application.

4. Process:

- (a) MIBFA shall issue to every person to whom exemption has been granted and exemption licence, setting out the following:
 - (i) the full name of the person or enterprise concerned;
 - (ii) the provisions of this Agreement from which the exemption has been granted;
 - (iii) the conditions subject to which exemption is granted;
 - (iv) the period of the exemption;
 - (v) the date from which the exemption shall operate; and
 - (vi) the area in which the exemption applies.
- (b) MIBFA shall ensure that—
 - (i) all exemption licenses issued are numbered consecutively;
 - (ii) an original copy of each licence is retained by MIBFA;
 - (iii) a copy of the exemption licence is sent to the applicant.
- (c) Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.
- (d) MIBFA may withdraw the exemption at its discretion.

5. Appeals:

- (a) An independent body, referred to as the Independent Exemptions Appeal Board (the Board), is hereby appointed and shall consider, in accordance with the provisions of section 32 (e) and (f) of the Act, any appeal against an exemption granted or refused by MIBFA, or a withdrawal of an exemption.
- (b) The Council Secretary will on receipt of an appeal against a decision of MIBFA submit it to the Board for consideration and finalisation.
- (c) In considering an appeal the Board shall consider the recommendations of MIBFA, any further submissions by the employer and the workforce or their respective employee organisations or trade unions and shall take into account the criteria set out above and also any other representations received in relation to the application.
- (d) Should the appeal be granted a licence of exemption shall be issued in terms of subclause (4) (a) and (b) above and shall be subject to subclauses (4) (c) and (d)."

Signed at Johannesburg for and on behalf of the parties this 8th day of January 2002.

W. P. COETZEE

Member

L. TRENTINI

Member

J. BEUKES

Council Secretary

No. R. 529

3 May 2002

LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: AMENDMENT AND EXTENSION OF
LIFT ENGINEERING COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the schedule hereto, which was concluded in the Metal and

Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 13 May 2002, and for the period ending 30 June 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 529

3 Mei 2002

WET OP ARBEIDSVARHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN HYSBAKINGENIEURS
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 Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 13 Mei 2002, en vir die tydperk wat op 30 Junie 2003 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

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

LIFT ENGINEERING COLLECTIVE AMENDING AGREEMENT

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

Lift Engineering Association of South Africa

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

National Employees' Trade Union (NETU)

and

South African Electrical Workers' Association

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

to amend the Agreement published under Government Notice No. R. 405 of 31 March 1998, as renewed, amended and re-enacted by Government Notices Nos. R. 160 and R. 161 of 12 February 1999, R. 1314 of 12 November 1999, R. 1125 of 17 November 2000, R. 1013 of 12 October 2001 and R. 1242 of 30 November 2001.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
- (b) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, in respect of the maintenance and/or assembly and/or installation and/or repair of electrical and hydraulic lifts, escalators, moving walkways and goods lifts.

(2) The provisions of clauses 1 (1) (b), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 2003.

3. CLAUSE 8: TOOL ALLOWANCE

Substitute the following for clause 8:

"The employer shall provide, in good order and condition, the following tools and equipment to lift mechanics: screwing tackle such as stocks, dies, taps and pipe vices; blowlamps, files, hack-saw blades, large hammers of 1,5 kg and over, tube spanner, chisels for chasing, steel draw tapes, plugging tools, draw vices and safety belts, and all rigging equipment."

4. CLAUSE 9: TOOL INSURANCE

Substitute the following for clause 9:

- (1) Every employer shall inaugurate a scheme to ensure that the personal tools and/or equipment of employees are insured against fire or theft for an amount of R2 300 per employee.

The extra personal tools listed at subclause (2) (a) hereunder will also be covered for replacement value over and above the basic insurance: Provided the supervisor approves of the extra tools carried by the lift mechanics to their workstations. Such approval will be in writing, as an additional item(s) to the tool list.

- (2) The personal tools and/or equipment used by a lift mechanic for which the employer is required to provide insurance cover are—

- (a) 1 x 250 mm shifting spanner, 1 x combination pliers; 1 x 250 mm vice grip; 1 x 3 m tape measure; 1 x combination square; 1 x 8 mm centre punch; 1 x flat screwdriver No. 1; 1 x flat screwdriver No. 2; 1 x flat screwdriver No. 3; 1 x flat screwdriver eng 6 x 100; 1 x flat screwdriver eng 9 x 200; 1 x flat screwdriver eng 10 x 250; 1 x star screwdriver 3 x 75 mm; 1 x star screwdriver 5 x 150 mm; 1 x hack-saw; 1 x stanley knife; wire stripper; long nose pliers; set of feeler gauges; junior hack-saw; 1 x tin snips; 1 x flat ring spanner 6 mm; 1 x flat ring spanner 8 mm; 2 x flat ring spanners 10 mm; 1 x flat ring spanner 11 mm; 1 x flat ring spanner 12 mm; 2 x flat ring spanners 13 mm; 1 x flat ring spanner 14 mm; 1 x flat ring spanner 15 mm; 2 x flat ring spanners 17 mm; 1 x flat ring spanner 19 mm; 2 x flat ring spanners 22 mm; 2 x flat ring spanners 24 mm; 1 x tool-box and lock; Allan keys; scriber, pipe pliers; side cutter; crimping pliers; ballpeen hammer;

- (b) extra personal tools (repairs, modernisation and constructions):

- 1 x 8" shifting spanner;
2 x 250 mm G-clamps (general purposes);
1 x 8" wrench spanner;
1 x four pound hammer (company supplied);
1 x 600 mm crowbar (company supplied);
2 x socket wrenches open ended for roping (company supplied and company specific);
1 x 1/2" drive socket and/or swivel heads;
1 x 500 mm spirit level.

These tools shall be the only tools that a lift mechanic is required to provide and all other tools necessary to carry out the service, repair and construction tasks, including test equipment, shall be supplied by the employer.

- (3) An employer shall reimburse an employee for lost or stolen tools on receipt of a valid motivated first claim. In the event of subsequent losses being incurred by the employee, an excess payment shall be due by the employee, as follows:

- (a) Second excess claim: R345,00.

Third and subsequent excess claim: R690,00.

- (b) Any employee who has assumed responsibility of company tools whose value is in excess of R1 000,00 and loses them, shall be liable to pay excess as follows:

Second reported loss: R100,00.

Third reported loss and thereafter: R250,00.

- (4) Employees employed with the same employer shall, in terms of subclause (3) above, qualify for a no-claim incentive (i.e. no excess payment required) if no claim has been submitted within a five-year cycle, commencing from the date of the previous claim.

- (5) The benchmark for tool quality standards is the "GEDORE" brand."

Signed at Johannesburg, for and on behalf of the parties, this 7th day of December 2001.

W. P. COETZEE,
Member

L. TRENTINI,
Member

J. BEUKES,
Council Secretary

No. R. 530

3 May 2002

LABOUR RELATIONS ACT, 1995

LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL: 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 Amending Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Amending Agreement, shall be binding on the other employers and employees in those Trades with effect from 13 May 2002, and for the period ending 31 December 2003.

M.M.S. MDLADLANA**Minister of Labour****SCHEDULE****BARGAINING COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, KWAZULU-NATAL****MAIN COLLECTIVE AGREEMENT**

The parties to this Agreement are Natal South Coast Accommodation Association and Hospitality Industries and Allied Workers' Union (HIAWU).

This Agreement incorporates two different sectors, being—

- (1) the Private Hotel and Boarding House Trade consisting of the Natal South Coast Accommodation Association representing the employers and Hospitality Industries and Allied Workers' Union (HIAWU) representing the employees; and
- (2) the Liquor and Catering Trade consisting of the Natal South Coast Accommodation Association representing the employers and Hospitality and Allied Workers' Union (HIAWU) representing the employees.

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, this Agreement is entered into between the Natal South Coast Accommodation Association, representing the employers in the Private Hotel and Boarding House Trade (hereinafter referred to as "the employers" or the "employers' organisation") and Hospitality Industries and Allied Workers' Union (HIAWU) representing the employees in the Private Hotel and Boarding House Trade (hereinafter referred to as the "employees" or the "trade union" of the first part; and on the second part Natal South Coast Accommodation Association, representing the employers in the Liquor and Catering Trade (hereinafter referred to as "the employers" or the "employers' organisation" and Hospitality and Allied Workers' Union (HIAWU), representing the employees in the Liquor and Catering Trade (hereinafter referred to as "the employees" or the "trade union") of the second part, being parties to the Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, KwaZulu-Natal, to amend the Agreement published under Government Notice No. R. 194 of 19 February 1999 as amended and re-enacted by Government Notices R. 870 of 16 July 1999, R. 81 of 4 February 2000, R. 551 of 9 June 2000 and R. 1208 of 1 December 2000.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Liquor Trade, the Catering Trade and the Private Hotel and Boarding House Trade—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;
- (b) in the Magisterial District of Durban (excluding the area within a radius of 16 kilometres of the General Post Office, Durban), Port shepstone and Umzinto.

(2) Notwithstanding the provisions of subclause 1 (1), the terms of this agreement shall only apply in respect of employees for whom wages are prescribed in the Main Agreement.

(3) The terms of clauses 1 (1) (a) and 2, of this Agreement shall not apply to employers and employees who are not members of the employers' organisation or the trade union.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 December 2003.

3. DEFAULT PAYMENTS

Insert the following new clause "9A" after clause 9 (2):

9A. DEFAULT PAYMENTS**(1) Dishonoured cheques**

When ever an employer pays any sum of money that is due to the Council in terms of this Agreement, in any manner other than in cash, and such payment is dishonoured for any reason whatsoever, then and in such event a penalty shall be imposed on the employer, which penalty shall be equal to 10% or R100 whichever is the greater, of the amount due. Any penalty plus the full amount originally due, shall be payable in cash on demand.

(2) Enforcement/Legal costs

Whenever it becomes necessary or expedient for the Council to institute proceedings in any competent forum for the recovery of any amounts of money due to either the Council, an employee or an employer in terms of subclause (1) but not paid over to the Council after having been requested to do so, then and in such event, the debtor shall be liable for all legal costs incurred by the Council in the recovery of the amount due, including costs on an attorney and client scale in the event of a legal practitioner, an arbitrator or a collections agency having been instructed by the Council to collect the amount.

(3) Indemnity clause

The members of the Council, their alternates, the executive Committee or their alternates and the Council officials shall not be liable for any debts and/or liabilities of the Council or any of its banking accounts or funds and they are hereby indemnified against all losses and/or expenses incurred or which may be incurred by them in the *bona fide* lawful execution or discharge of their duties.

4. CLAUSE 9: BARGAINING COUNCIL FUNDS

In subclause (1), substitute the expression "R7,00" for the expression "R6,50".

5. CLAUSE 35: REMUNERATION

Substitute Schedules A1, A2, B1 and B2 for the following Schedules A and B:

BARGAINING COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, KZN

Scale of remuneration in the Accommodation Trade in the Magisterial Districts of Umzinto and Port Shepstone with effect from the coming into operation of this Agreement and up to 30 June 2002:

SCHEDULE A

	Monthly	Weekly	Daily	Hourly	<i>Pro Rata</i> leave (up to 3 years service)	<i>Pro Rata</i> leave (over 3 years service)
Assistant Manager	1 232,00	286,51	52,09	6,51	17,54	23,88
Caretaker (up to 10 flats)	1 124,00	261,40	47,53	5,94	16,00	21,78
Caretaker (more than 10 flats)	1 198,00	278,60	50,65	6,33	17,06	23,22
Clerical Employee:						
First year of experience	1 185,00	275,58	50,11	6,26	16,87	22,96
Second year of experience	1 207,00	280,70	51,04	6,38	17,19	23,39
thereafter	1 374,00	319,53	58,10	7,26	19,56	26,63
Cook:						
First year of experience	1 078,00	250,70	45,58	5,70	15,35	20,89
Second year of experience	1 161,00	270,00	49,09	6,14	16,53	22,50
thereafter	1 185,00	275,58	50,11	6,26	16,87	22,96
General Service Employee	1 034,00	240,47	43,72	5,47	14,72	20,04
Handyman	1 078,00	250,70	45,58	6,38	15,35	20,89
Headwaiter	1 198,00	278,60	50,65	6,33	17,06	23,22
Housekeeper	1 185,00	275,58	50,11	6,26	16,87	22,96
Kitchen Supervisor	1 053,00	244,88	44,52	5,57	14,99	20,41
Laundry Supervisor	1 053,00	244,88	44,52	5,57	14,99	20,41
Manager	1 423,00	330,93	60,17	7,52	20,26	27,58
Motor Vehicle Driver	1 113,00	258,84	47,06	5,88	15,85	21,57
Porter/Night Porter	1 113,00	258,84	47,06	5,88	15,85	21,57
Receptionist	1 328,00	308,84	56,15	7,02	18,91	25,74
Telephone Switchboard Operator	1 053,00	244,88	44,52	5,57	14,99	20,41
Waiter:						
First year of experience	1 043,00	242,56	44,10	5,51	14,85	20,21
thereafter	1 089,00	253,26	46,05	5,76	15,51	21,10
Watchman				4,70		

Watchmen:

50 hours per week from 1 November 2000 to 31 October 2001.

45 hours per week from 1 November 2001.

Others:

44 hours in 5,5 days or 8 hours in any 5 days and 4 hours on 1 day.

BARGAINING COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, KZN

Scale of remuneration in the Accommodation Trade in the Magisterial District of Durban with effect from the date of coming into operation of this Agreement and up to 30 June 2002:

SCHEDULE B

	Monthly	Weekly	Daily	Hourly	<i>Pro rata leave (up to 3 years service)</i>	<i>Pro rata leave (over 3 years service)</i>
Assistant Manager	1 256,00	292,09	53,11	6,64	17,88	24,34
Caretaker (up to 10 flats)	1 256,00	292,09	53,11	6,64	17,88	24,34
Caretaker (more than 10 flats)	1 328,00	308,84	56,15	7,02	18,91	25,74
Clerical employee:						
First year of experience	1 185,00	275,58	50,11	6,26	16,87	22,96
Second year of experience	1 207,00	280,70	51,04	6,38	17,19	23,39
thereafter	1 364,00	317,21	57,67	7,21	19,42	26,43
Cook:						
First year of experience	1 078,00	250,70	45,58	5,70	15,35	20,89
Second year of experience	1 178,00	273,95	49,81	6,23	16,77	22,83
thereafter	1 207,00	280,70	51,04	6,38	17,19	23,39
General service employee	1 063,00	247,21	44,95	5,62	15,14	20,60
Handyman	1 113,00	258,84	47,06	5,88	15,85	21,57
Headwaiter	1 207,00	280,70	51,04	6,38	17,19	23,39
Housekeeper	1 232,00	286,51	52,09	6,56	17,54	23,88
Kitchen supervisor	1 078,00	250,70	45,58	5,70	15,35	20,89
Laundry supervisor	1 078,00	250,70	45,58	5,70	15,35	20,89
Manager	1 446,00	336,28	61,14	7,64	20,59	8,02
Motor vehicle driver	1 138,00	264,65	48,12	6,01	16,20	22,05
Porter/night porter	1 138,00	264,65	48,12	6,01	16,20	22,05
Receptionist	1 328,00	308,84	56,15	7,02	18,91	25,74
Telephone switchboard operator	1 064,00	247,44	44,99	5,62	15,15	20,62
Waiter:						
First year of experience	1 066,00	247,91	45,07	5,63	15,18	20,66
thereafter	1 138,00	264,65	48,12	6,01	16,20	22,05
Watchman				4,80		

Watchmen:

50 hours per week from 1 November 2000 to 31 October 2001.

45 hours per week from 1 November 2001.

Others:

44 hours in 5,5 days or 8 hours in any 5 days and 4 hours on 1 day.

6. CLAUSE 51: REMUNERATION

Substitute Schedules C1 and C2 for the following Schedule C:

BARGAINING COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, KZN

Scale of remuneration in the Liquor and Catering Trades with effect from the coming into operation of this Agreement and up to 31 August 2002:

SCHEDULE C

	Monthly	Weekly	Daily	Hourly	Pro rata leave (up to 3 years service)	Pro rata leave (over 3 years service)
Assistant Manager	1 177,00	273,72	49,77	6,08	16,76	22,81
Barman:						
First year of experience	1 037,00	241,16	43,85	5,36	14,76	20,10
Second year of experience	1 086,00	252,56	45,92	5,61	15,46	21,05
Third year of experience	1 163,00	270,47	49,18	6,01	16,56	22,54
thereafter.....	1 226,00	285,12	51,84	6,34	17,46	23,76
Bookkeeper.....	1 273,00	296,05	53,83	6,58	18,13	24,67
Cashier.....	1 052,00	244,65	44,48	5,44	14,98	20,39
Clerical Employee:						
First year of experience	968,00	225,12	40,93	5,00	13,78	18,76
Second year of experience	981,00	228,14	41,48	5,07	13,97	19,01
thereafter.....	1 079,00	250,93	45,62	5,58	15,36	20,91
Cook:						
First year of experience	963,00	223,95	40,72	4,98	13,71	18,66
Second year of experience	981,00	228,14	41,48	11,74	13,97	19,01
Third year of experience	1 006,00	233,95	42,54	5,20	14,32	19,50
thereafter.....	1 053,00	244,88	44,52	5,44	14,99	20,41
General Service Employee	934,00	217,21	39,49	4,83	13,30	18,10
Handyman.....	981,00	228,14	41,48	5,07	13,97	19,01
Head cook.....	1 204,00	280,00	50,91	6,22	17,14	23,33
Head waiter.....	1 108,00	257,67	46,85	5,73	15,78	21,47
Hotel trainee						
First year of experience	954,00	221,86	40,34	4,93	13,58	18,49
Second year of experience	1 010,00	234,88	42,71	5,22	14,38	19,57
thereafter.....	1 085,00	252,33	45,88	5,61	15,45	21,03
Housekeeper.....	1 010,00	234,88	42,71	5,22	14,38	19,57
Kitchen Supervisor.....	1 023,00	237,91	43,26	5,29	14,57	19,83
Laundry Supervisor.....	1 023,00	237,91	43,26	5,29	14,57	19,83
Manager.....	1 428,00	332,09	60,38	7,38	20,33	27,67
Motor Vehicle Driver	1 010,00	234,88	42,71	5,22	14,38	19,57
Night Porter.....	1 023,00	237,91	43,26	5,29	14,57	19,83
Off-sales attendant:						
First year of experience	981,00	228,14	41,48	5,07	13,97	19,01
Second year of experience	1 023,00	237,91	43,26	5,29	14,57	19,83
Third year of experience	1 058,00	246,05	44,74	5,47	15,06	20,50
thereafter.....	1 261,00	293,26	53,32	6,52	17,95	24,44
Off-sales manager	1 241,00	288,60	52,47	6,41	17,67	24,05
Porter	988,00	229,77	41,78	5,11	14,07	19,15
Receptionist	1 079,00	250,93	45,62	5,58	15,36	20,91
Restaurant manager	1 313,00	305,35	55,52	6,79	18,69	25,45
Telephone Switchboard Operator	968,00	225,12	40,93	5,00	13,78	18,76
Waiter/Wine steward:						
First year of experience	934,00	217,21	39,49	4,83	13,30	18,10
Second year of experience	943,00	219,30	39,87	4,87	13,43	18,27
Third year of experience	985,00	229,07	41,65	5,09	14,02	19,09
thereafter.....	1 085,00	252,33	45,88	5,61	15,45	21,03
Watchman	940,00	218,60	39,75	4,86	13,38	18,22

N.B. Hours of work: Watchman—50 hours per week: Others—45 hours per week.

Signed at Port Shepstone on behalf of the parties, this 12th day of November 2001.

L. REDDY

Chairperson of the Council

K. KAY

Vice-Chairperson of the Council

P. VAN GORKOM

Secretary of the Council

No. R. 531

3 May 2002

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 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 13 May 2002, and for the period ending 28 February 2003.

M. M. J. MDLADLANA

Minister of Labour

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 No. R. 922 of 24 July 1998, as amended and extended by Government Notices Nos. R. 1691 of 24 December 1998, R. 211 of 19 February 1999, R. 284 of 12 March 1999, R. 320 of 19 March 1999, R. 575 of 7 May 1999, R. 1316 of 12 November 1999, R. 144 of 18 February 2000, R. 294 of 31 March 2000, R. 410 of 20 April 2000, R. 554 of 9 June 2000, R. 1029 of 27 October 2000, R. 186 of 1 March 2001, R. 265 of 23 March 2001, R. 812 of 31 August 2001 and R. 252 of 1 March 2002.

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 Moadowns 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) the owner of only one vehicle who is the permanent driver of his/her own vehicle and the employees employed by such owner, except in so far as clause 10 (6) is applicable.

4. The provisions of clause 1 (1) (a) and 1 A 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 2003.

"A" AGREEMENT

1. CLAUSE 2: DEFINITIONS

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

"Checker Grade I means an employee who checks the assembling, packing, unpacking, weighing, stacking, loading, unloading, marking or addressing of goods or containers and who checks, enters or records particulars of such goods or containers manually to a written or electronic statement;"

"Checker Grade II means an employee who checks the assembling, packing, unpacking, weighing, stacking, loading, unloading, marking or addressing of goods or containers and who checks, enters or records particulars of such goods or containers manually to written or electronic statement and who supervises and checks the work of a general worker."

(2) Substitute the following for the definition of "Despatch Clerk":

"Despatch Clerk means an employee who—

- (a) is responsible for the receipt, packing, or despatch of goods or containers from a store, warehouse or storage place;
- (b) who may supervise and check the work of a checker or general worker; and
- (c) utilises information and data stored manually or electronically on a computer system."

(3) Substitute the following for the definition of "packer/loader":

"Packer/Loader Grade I means an employee responsible for packing or loading furniture into any container or into or out of a vehicle and unloading or unpacking furniture;"

"Packer/Loader Grade II means an employee responsible for packing or loading furniture into any container or into or out of a vehicle or unloading and unpacking furniture and who supervises the activities of a general worker."

(4) Delete the definition of "Repair Shop Assistant".

(5) Insert the following new definition after "Act":

"Artisan Assistant means an employee who assists an artisan by working on basic tasks such as removing covers, taking motors apart and doing repairs on basic equipment under supervision, using limited tools and manual equipment and also assisting in cleaning the work area and workshop."

(6) Insert the following new definition after "Security Officer Grade C:"

"Semi-skilled Artisan means an employee who, although still under supervision of an artisan, works independently on jobs, but is not held fully responsible for final checking, and who does more complex repairs, uses fault finding equipment, chooses alternative ways of carrying out tasks operates electric and mechanical equipment and may be required to do jobs such as basic welding - is not fully qualified as an artisan, but could over a period of time do a trade test and become qualified".

(7) Insert the following new definition after "General Worker":

"General Worker—Repair Shop means an employee who assists an artisan by doing manual and physical tasks, which include carrying tools, cleaning parts and the work area, packing away tools and helping where needed."

2. CLAUSE 4: WAGES

(1) Substitute the following for subclauses 4 (1) (a) and (b):

"(1) For the period until 28 February 2003, the minimum rate at which wages in respect of ordinary working hours shall be paid by an employer to each member of the undermentioned classes of his employees, shall be as follows:

(a) Weekly wages:

Grade	Class	Patterson Grade	Minimum Wage	Across-the-board increase p.w.
1A.	Truck Assistant (existing employee only)	A Band	R280,50	R25,50
1B.	General Worker General Worker—Repair Shop Packer/Loader Grade I Security Guard	A Band A Band A Band A Band	R344,00	R30,00
2.	Motor Cycle/Motor Tricycle Driver Light Motor Vehicle Driver Checker Grade I Loader/Operator Grade II Mobile Hoist Operator Grade II	B1 B1 B1 B1 B1	R395,50	R31,00
3.	Medium Motor Vehicle Driver Artisan Assistant Gantry Crane Operator Grade I Mobile Hoist Operator Grade I Loader/Operator Grade I Storeman (Workshop)	B2 B2 B2 B1 B1 B2	R490,00	R36,00
4.	Heavy Motor Vehicle Driver, Extra-heavy Motor Vehicle Driver, Despatch Clerk	B3 B3 B3	R543,50	R40,50
5.	Ultra-heavy Motor Vehicle Driver Semi-skilled Artisan	B4 B4	R622,00	R46,00
6.	Security Officer, Grade C	B3	R827,80	R60,00
	Security Officer, Grade B	B3	R915,40	R64,00
	Security Officer, Grade A	B3	R915,40	R64,00
Upgrades	Packer/Loader Grade II	B1	R378,00	R31,00
	Checker Grade II	B2	R453,00	R36,00
	Gantry Crane Operator Grade II	B2	R453,00	R36,00
	Team Leader	B2	R453,00	R36,00
	Storeman (Warehouse)	B4	R585,50	R46,00

(i) If at the time of coming into operation of these amendments to this agreement, the current duties of an employee fall within the definition of a job category which is either new, or an upgrade as regards his previous grade, then the employee shall be awarded the "cross-the-board" increase applicable to the higher grade. If after being awarded the "cross-the-board" increase, the wage the employee will receive is less than the minimum wage prescribed for the higher grade, his wage shall be adjusted to the higher grade minimum.

(b) Across-the-board increase: Employees who prior to the coming into operation of these amendments to this Agreement, were in receipt of a wage equal to or higher than that prescribed for their class in Government Notice No. R. 186 of 1 March 2001, shall be awarded the cross-the-board wage increases specified in subclause (a) above. Subject to the proviso contained in subclause (a) (i) above, if an employee after being awarded the cross-the-board increase, receives a wage less than the minimum prescribed for his grade, his wage shall be adjusted to the grade minimum.

2. CLAUSE 5: PAYMENT FOR OVERTIME

(1) Substitute the following for clauses (1) (a) and (b):

"(1) (a) An employer shall pay an employee who works overtime at a rate of not less than one and a half times his hourly wage in respect of the total period so worked—

- (i) on any day in the case of a relief worker;
 - (ii) in each category on any day, in the case of an employee of a temporary employment service;
 - (iii) in any week, in the case of any other employee.
- (b) In the case of of a truck assistant who works overtime, no payment will be due as the wage prescribed in clause 4 (1) (a) is inclusive of payment for overtime worked".

3. CLAUSE 6: SUBSISTENCE ALLOWANCE

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

"(b) for each of the three daily meals required to be obtained during such absence, R12,00".

4. CLAUSE 14: HOLIDAY PAY BONUS FUND

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

"(1) (a) The Holiday Pay Bonus Fund, established by the Council under the provisions of the Agreement published under Government Notice No. R. 41 of 15 January 1971 is hereby continued, and for the purposes of this clause "employee" means an employee categorised in clause 4 (1) (a).

Every employer shall pay into the Holiday Pay Bonus Fund by not later than the 20th day of each and every month in respect of each of the classes of employees employed by him during the preceding month, who has completed 21 shifts, an amount equal to 25% of one week's minimum wage prescribed for each class of employee in clause 4, as detailed in the following contribution table:

Grade	Class	Contribution
1A.	Truck Assistant (existing employee only)	R70,10
1B.	General Worker, General worker — Repair Shop, Packer/Loader Grade I, Security Guard.....	R86,00
2.	Motor Cycle/Motor Tricycle Driver, Light Motor Vehicle Drive, Checker Grade I, Loader/Operator Grade II, Mobile Hoist Operator Grade II	R98,90
3.	Medium Motor Vehicle Driver, Artisan Assistant, Gantry Crane Operator Grade I, Mobile Hoist Operator Grade I, Loader/Operator Grade I, Storeman (Workshop)	R122,50
4.	Heavy Motor Vehicle Drive, Extra-heavy Motor Vehicle Driver, Despatch Clerk	R135,90
5.	Ultra-heavy Motor Vehicle Driver, Semi-skilled Artisan	R155,50
6.	Security Officer, Grade C	R207,00
	Security Officer, Grade B.....	R228,90
	Security Officer, Grade A.....	R228,90
Upgrades	Packer/Loader Grade II	R94,50
	Checker Grade II, Gantry Crane Operator Grade II, Team Leader.....	R113,30
	Storeman (Warehouse)	R146,40

Provided that where an employer, prior to the date of coming into operation of this Agreement, has independently paid an annual or holiday bonus to any class of employee specified under the contribution table hereinbefore, he may reduce such an annual or holiday bonus referred to by the equivalent of the sum of the monthly contributions remitted to Council in terms of this subclause, in respect of that class of employee for the corresponding period."

- (2) In subclause (1) (a) (i) and (iii) substitute the following for the existing formula:

"25% of minimum weekly wage

195"

Signed at Johannesburg, for and on behalf of the parties to the Council, this 24th day of January 2002.

J. J. DUBE

Chairman of the Council

G. F. VAN NIEKERK

Vice-Chairman of the Council

B. S. E. GRATZ

Secretary of the Council

No. R. 531

3 Mei 2002

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 Ooreenkoms wat in die Bylae hierby 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 13 Mei 2002, en vir die tydperk wat op 28 Februarie 2003 eindig.

M. M. J. MDLADLANA
Minister van Arbeid

BYLAE**NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID****A-KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Road Freight Employers' Association

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

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**

en

Transport and Allied Workers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant,

wat die partye is by die Nasionale Bedingingsraad vir die Padvragnywerheid,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennissgewing No. R. 922 van 24 Julie 1998, soos gewysig, en verleng by Goewermentskennissgewings Nos. R. 1691 van 24 Desember 1998, R. 211 van 19 Februarie 1999, R. 284 van 12 Maart 1999, R. 320 van 19 Maart 1999, R. 575 van 7 Mei 1999, R. 1316 van 12 November 1999, R. 144 van 18 Februarie 2000, R. 294 van 31 Maart 2000, R. 410 van 20 April 2000, R. 554 van 9 Junie 2000, R. 1029 van 27 Oktober 2000, R. 186 van 1 Maart 2001, R. 265 van 23 Maart 2001, R. 812 van 31 Augustus 2001 en R. 252 van 1 Maart 2002.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Padvragnywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is, en wat onderskeidelik daarin betrokke en werksaam is;
- (b) in die Landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die Landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennissgewing No. R. 1779 van 6 November 1964 binne die Landdrosdistrik Heidelberg geval het, en uitgesonderd die gedeeltes van die Landdrosdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermentskennissgewings Nos. R. 498 en R. 871 van onderskeidelik 1 April 1996 en 26 Mei 1972), binne die Landdrosdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermentskennissgewings Nos. R. 556 en R. 1618 van 29 Maart 1956 en 2 Oktober 1970), binne die Landdrosdistrik Pretoria geval het], Krugersdorp (met inbegrip van die gedeeltes van die Landdrosdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennissgewings Nos. R. 1105 van 26 Julie 1963 en R. 872 van 26 Mei 1972), binne die Landdrosdistrik Krugersdorp], Oberholzer [uitgesonderd die gedeelte van die Landdrosdistrik Oberholzer wat voor die publikasie van Goewermentskennissgewing No. R. 1745 van 1 September 1978, binne die Landdrosdistrik Potchefstroom, geval het], Randburg [uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennissgewing No. R. 2152 van 22 November 1974, binne die Landdrosdistrik Pretoria geval het], Randfontein (met inbegrip van die gedeelte van die Landdrosdistrik Koster wat voor die publikasie van Goewermentskennissgewing No. R. 1105 van 26 Julie 1963, binne die Landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

2. Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie minimum lone by hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

3. Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op—

(a) 'n eienaar van slegs een voertuig wat die permanente drywer is van sy/haar eie voertuig en die werknemers wat deur sodanige eienaar in diens geneem is, uitgesonderd tot die mate waar klousule 10 (6) van toepassing is”.

4. Die bepalings van klousules 1 (1) (a) en 1 A van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede is van die werkgewersorganisasie en vakbonde wat die Ooreenkoms aangegaan het nie.

1A. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 28 Februarie 2003.

“A” OOREENKOMS

1. KLOUSULE 2: WOORDOMSKRYWING

(1) Vervang die woordomskeywing “Nasiener” met die volgende:

“**Nasiener Graad I** 'n werknemer wat toesig hou oor die byeenbring, verpakking, uitpak, weeg, opstapel, laai, aflaai, merk of adresseer van goedere of houers en wat besonderhede van sodanige goedere en houers fisies vergelyk met 'n geskrewe of elektroniese staat;”

“**Nasiener Graad II** 'n werknemer wat toesig hou oor die byeenbring, verpakking, uitpak, weeg, opstapel, laai, aflaai, merk of adresseer van goedere of houers en wat besonderhede van sodanige goedere en houers fisies vergelyk met 'n geskrewe of elektroniese staat asook toesig hou oor die werk en wat die werk van 'n algemene werker nagaan.”

(2) Vervang die volgende vir die woordomskeywing van “Versendingsklerk”:

“**Versendingsklerk**, 'n werknemer wat—

- (a) verantwoordelik is vir die ontvangs, verpakking of versending van goedere of houers vanaf 'n magasyn, pakhuis of opslagplek; en
- (b) wat die werk van 'n nasiener of algemene werker mag nagaan en toesig daarvoor hou; en
- (c) wat inligting en data fisies of elektronies op 'n rekenaar sisteem plaas.”

(3) Vervang die volgende vir die woordomskeywing van 'n verpakker/laaier”:

“**Verpakker/Laaier Graad I**, 'n werknemer wat verantwoordelik is vir die inpak of laai van meubels in enige houer of in of op 'n voertuig en die aflaai of uitpak van meubels;”

“**Verpakker/Laaier Graad II**, 'n werknemer wat verantwoordelik is vir die inpak of laai van meubels vir enige houer of in of op 'n voertuig en die aflaai of uitpak van meubels en wat toesig hou oor die aktiwiteite van 'n algemene werker.”

(4) Skrap die omskeywing van “Herstelwinkelassistent”.

(5) Voeg die volgende nuwe woordomskeywing in na “Wet”:

“**Ambagsman Assistent**—'n werknemer wat 'n ambagsman bystaan met basiese take soos die verwydering van omhulsels, die uitmekaarmaak van motors asook reparasies met betrekking tot basiese toerusting en wat sodanige werk onder toesig verrig en gebruikmaak van basiese gereedskap en handgereedskap en wat ook hulp verleen met die skoonmaak van die werk area en werkwinkel.”

(6) Voeg die volgende nuwe woordomskeywing in na “Veiligheidsbeampte Graad C”:

“**Half Geskoolde Ambagsman**, 'n werknemer wat, alhoewel onder toesig van 'n ambagsman onafhanklike take verrig, maar wat nie verantwoordelik gehou word vir die finale nagaan daarvan nie en wat meer komplekse reparasies uitvoer met die hulp van foutvind toerusting, die keuse uitoefen om alternatiewe metodes te gebruik om take uit te voer, wat elektriese en meganiese toerusting gebruik en wat sulke take soos basiese sweiswerk kan verrig, maar nie gekwalifiseer is as 'n ambagsman nie, alhoewel 'n ambagstoets na 'n tydperk afgelê kan word ten einde te kwalifiseer as ambagsman.”

(7) Voeg die volgende nuwe woordomskeywing in na “Algemene Werker”:

“**Algemene Werker—Herstelwinkel**, 'n werknemer wat 'n ambagsman bystaan deur hand en fisiese take te verrig wat onder meer insluit die dra van gereedskap, skoonmaak van parte in die werk area, die wegpak van gereedskap en hulp verleen waar nodig.”

2. KLOUSULE 4: LONE

(1) Vervang die volgende vir subklousule 4 (1) (a) en (b):

“(1) Vir die tydperk tot 28 Februarie 2003 moet 'n werkgewer ten opsigte van gewone werkure die volgende minimum loonskale aan elke lid van ondergenoemde klasse van sy werknemers betaal:

(a) Weekloon:

Graad	Klas	Patterson Gradering	Minimum Loon	Algemene verhoging p.w.
1A.	Vragmotor-assistent (slegs huidige werknemer).	A Band	R280,50	R25,50
1B.	Algemene Werker Algemene Werker—Herstelwinkel Verpakker/Laaier Graad I Sekuriteitswag	A Band A Band A Band A Band	R344,00	R30,00
2.	Motorfiets/Motordriewiel Drywer Drywer van 'n Ligte Motorvoertuig Nasiener Graad I Bediener van 'n Laaigraaf Graad II Bediener van 'n Mobiele Hystoestel Graad II	B1 B1 B1 B1 B1	R395,50	R31,00
3.	Drywer van 'n Medium Motorvoertuig Ambagsman Assistent Bediener van 'n Bokkraan Graad I Bediener van 'n Mobiele Hystoestel of 'n Vurk-hyswa Graad I Bediener van 'n Laaigraaf Graad I Magasynman (Werkwinkel)	B2 B2 B2 B1 B1 B2	R490,00	R36,00
4.	Drywer van 'n Swaar Motorvoertuig Drywer van 'n Ekstra Swaar Motorvoertuig Versendingsklerk	B3 B3 B3	R543,50	R40,50
5.	Drywer van 'n Ultra Swaar Motorvoertuig Halfgeskoolde Ambagsman	B4 B4	R622,00	R46,00
6.	Veiligheidsbeampte, Graad C	B3	R827,80	R60,00
	Veiligheidsbeampte, Graad B	B3	R915,40	R64,00
	Veiligheidsbeampte, Graad A	B3	R915,40	R64,00
Opgraderings	Verpakker/Laaier Graad II	B1	R378,00	R31,00
	Nasiener Graad II	B2	R453,00	R36,00
	Bediener van 'n Bokkraan Graad II	B2	R453,00	R36,00
	Spanleier	B2	R453,00	R36,00
	Magasynman (Pakhuis)	B4	R585,50	R46,00

(i) Indien die huidige pligte van 'n werknemer binne die bestek val van die woordskrywing van 'n werk kategorie wat of nuut is of opgegradeer is t.o.v. sy vorige graad wanneer die wysigings tot die ooreenkoms in werking tree sal die werknemer die algemene (deur die bank) verhoging ontvang wat van toepassing is op die hoër graad. Indien die werknemer na die algemene verhoging 'n loon ontvang wat minder is as die minimum voorgeskrewe loon vir die hoër graad moet sy loon aangepas word na die hoër graad minimum voorgeskrewe loon.

(b) Algemene Verhoging (deur die bank): Werknemers wat voor die toepassing van die wysigings van die Ooreenkoms 'n loon ontvang het gelykstaande of hoër as die voorgeskryf vir hulle klas in Staatskoerant Kennisgewing No. R. 186 van 1 Maart 2001 moet die algemene verhoging soos uiteengesit in subklousule (a) hierbo ontvang. Onderhewig aan die voorwaardes van subklousule (a) (i) hierbo moet 'n werknemer wat 'n loon ontvang het wat minder is as die minimum voorgeskrewe loon vir sy graad nadat die algemene verhoging gegee was se loon aangepas word na die graad minimum.

2. KLOUSULE 5: BETALING VAN OORTYD

(1) Vervang die volgende ten opsigte van subklousules (1) (a) en (b):

“(1) (a) 'n Werkgewer moet 'n werknemer wat oortydwerk verrig betaal teen 'n skaal van minstens een en 'n half maal sy uurloon ten opsigte van die totale tydperk gewerk—

(i) op enige dag in die geval van 'n afloswerker,

(ii) in enige kategorie op enige dag in die geval van 'n werknemer van 'n tydelike werkverskaffingsdiens,

(iii) in enige week in die geval van enige ander werknemer.

- (b) In die geval van 'n vragmotor assistent wat oortyd gewerk het sal geen betaling ten opsigte van oortyd gemaak word nie aangesien die loon soos voorgeskryf in klousule 4 (1) (a) die betaling van oortyd gewerk insluit.

3. KLOUSULE 6: VERBLYFTOELAE

- (1) In subklousule (1) vervang die volgende vir paragraaf (b):

"(b) vir elk van die drie daaglikse maaltye wat bekom moet word gedurende sodanige afwesigheid, R12,00"

4. KLOUSULE 14: VAKANSIESOLDYBONUSFONDS

- (1) Vervang die volgende vir subklousule (1) (a):

"(1) (a) Die Vakansiesoldybonusfonds deur die Raad ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 41 van 15 Januarie 1971 word hierby voortgesit en vir die toepassing van hierdie klousule beteken "werknemer" 'n werknemer soos gekategoriseer in klousule 4 (1) (a).

Elke werkgewer moet voor of op die 20ste dag van elke maand ten opsigte van elk van die werknemers wat gedurende die voorafgaande maand by hom in diens was en 21 skofte voltooi het 'n bedrag in die Vakansiesoldybonusfonds inbetaal wat gelyk is om 25% van 1 week se minimum voorgeskrewe loon, voorgeskryf vir elke klas werknemer in klousule 4 soos in die volgende bydraerstabel uiteengesit:

Graad	Klas	Bydrae
1A.	Vragmotor-assistent (Slegs huidige werknemer).....	R70,10
1B.	Algemene Werker, Algemene Werker — Herstelwinkel, Verpakker/Laaier Graad 1, Sekuriteitswag	R86,00
2.	Motorfiets/Motordriewiel Drywer, Drywer van 'n Ligte Motor Voertuig, Nasiener Graad I, Bediener van 'n Laaigraaf Graad II, Bediener van 'n Mobiele Hystoestel Graad II	R98,90
3.	Drywer van 'n Medium Motorvoertuig, Ambagsman Assistent, Bediener van 'n Bokkraan Graad I, Bediener van 'n Mobiele Hystoestel of Vurk-hyswa Graad I, Bediener van 'n Laaigraaf Graad I, Magasynman (Werks-winkel)	R122,50
4.	Drywer van 'n Swaar Motorvoertuig, Drywer van 'n Ekstraswaar Motor-voertuig, Versendingsklerk	R135,90
5.	Ultra-swaar Motorvoertuig Drywer, Halfgeskoolde Ambagsman	R155,50
6.	Veiligheidsbeampte, Graad C..... Veiligheidsbeampte, Graad B..... Veiligheidsbeampte, Graad A.....	R207,00 R228,90 R228,90
Opgrade-rings	Verpakker/Laaier Graad II	R94,50
	Nasiener Graad II, Bediener van 'n Bokkraan Graad II, Spanleier	R113,30
	Magasynman (Pakhuis).....	R146,40

Met dien verstande dat waar 'n werkgewer voor die inwerkingtreding van hierdie Ooreenkoms, uit eie beweging 'n jaarlikse of vakansiebonus betaal het, aan enige klas werknemer soos gespesifiseer in die bydraetabel hierbo, hy sodanige jaarlikse of vakansiebonus hierbo bedoel, kan verminder met die ekwivalent van die bedrag van die maandelikse bydraes oorbetaal aan die Raad ingevolge hierdie subklousule ten opsigte van die betrokke klas werknemer vir die ooreenstemmende tydperk.

- (2) In subklousule (1) (a) (i) en (iii) vervang die volgende ten opsigte van die huidige formule:

"25% van die minimum weekloon

195"

Vir en namens die partye by die Raad, op hede die 24 dag van Januarie 2002 te Johannesburg onderteken.

J. J. DUBE

Voorsitter van die Raad

G. F. VAN NIEKERK

Ondervoorsitter van die Raad

B. S. E. GRATZ

Sekretaris van die Raad

No. R. 535

3 May 2002

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 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 13 May 2002, and for the period ending 28 February 2003.

M. M. S. MDLADLANA

Minister of Labour

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. 920 of 24 July 1998, as amended and extended by Government Notices Nos. R. 1689 of 24 December 1998, R. 209 of 19 February 1999, R. 285 of 12 March 1999, R. 319 of 19 March 1999, R. 574 of 7 May 1999, R. 1315 of 12 November 1999, R. 145 of 18 February 2000 and R. 295 of 31 March 2000, R. 409 of 20 April 2000, R. 553 of 9 June 2000, R. 1027 of 27 October 2000, R. 205 of 1 March 2001, R. 269 of 23 March 2001, R. 813 of 31 August 2001 and R. 253 of 1 March 2002.

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, 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 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) the owner of only one vehicle who is the permanent driver of his/her own vehicle and the employees employed by such owner, except in so far as clause 6 (5) is applicable;

(4) The provisions of clauses 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 2003.

"B" AGREEMENT

1. CLAUSE 2: DEFINITIONS

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

"Checker Grade I means an employee who checks the assembling, packing, unpacking, weighing, stacking, loading, unloading, marking or addressing of goods or containers and who checks, enters or records particulars of such goods or containers manually to a written or electronic statement;"

"Checker Grade II means an employee who checks the assembling, packing, unpacking, weighing, stacking, loading, unloading, marking or addressing of goods or containers and who checks, enters or records particulars of such goods or containers manually to written or electronic statement and who supervises and checks the work of a general worker."

(2) Substitute the following for the definition of "Despatch Clerk":

"Despatch Clerk means an employee who—

- (a) is responsible for the receipt, packing, or despatch of goods or containers from a store, warehouse or storage place;
- (b) who may supervise and check the work of a checker or general worker; and
- (c) utilises information and data stored manually or electronically on a computer system."

(3) Substitute the following for the definition of "packer/loader":

"Packer/Loader Grade I means an employee responsible for packing or loading furniture into any container or into or out of a vehicle and unloading or unpacking furniture;"

"Packer/Loader Grade II means an employee responsible for packing or loading furniture into any container, or into or out of a vehicle, or unloading and unpacking furniture and who supervises the activities of a general worker."

(4) Delete the definition of "Repair Shop Assistant".

(5) Insert the following new definition after "Act":

"Artisan Assistant—means an employee who assists an artisan by working on basic tasks such as removing covers, taking motors apart and doing repairs on basic equipment under supervision, using limited tools and manual equipment and also assisting in cleaning the work area and workshop."

(6) Insert the following new definition after "Security Officer Grade C:

"Semi-skilled Artisan means an employee who, although still under supervision of an artisan, works independently on jobs, but is not held fully responsible for final checking, and who does more complex repairs, uses fault finding equipment, chooses alternative ways of carrying out tasks, operates electric and mechanical equipment and may be required to do jobs such as basic welding—is not fully qualified as an artisan, but could over a period of time do a trade test and become qualified".

(7) Insert the following new definition after "General Worker":

"General Worker—Repair Shop means an employee who assists an artisan by doing manual and physical tasks, which include carrying tools, cleaning parts and the work area, packing away tools and helping when needed."

2. CLAUSE 4: WAGES

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

"(1) (a) For the period at least until 28 February 2003 the minimum wages that an employer shall pay to his employees shall be as prescribed in paragraph (b) hereunder:

(b) Weekly wages:

Grade	Class	Patterson grade	Minimum wage
1A.	Truck Assistant (existing employee only)	A Band	R280,50
1B.	General Worker	A Band	R344,00
	General Worker—Repair Shop	A Band	
	Packer/Loader Grade I	A Band	
	Security Guard	A Band	
2.	Motor Cycle/Motor Tricycle Driver	B1	R395,50
	Light Motor Vehicle Driver	B1	
	Checker Grade I	B1	
	Loader/Operator Grade II	B1	
	Mobile Hoist Operator Grade II	B1	
3.	Medium Motor Vehicle Driver	B2	R490,00
	Artisan Assistant	B2	
	Gantry Crane Operator Grade I	B2	
	Mobile Hoist Operator Grade I	B1	
	Loader/Operator Grade I	B1	
	Storeman (Workshop)	B2	
4.	Heavy Motor Vehicle Driver	B3	R543,50
	Extra-heavy Motor Vehicle Driver	B3	
	Despatch Clerk	B3	
5.	Ultra-heavy Motor Vehicle Driver	B4	R622,00
	Semi-skilled Artisan	B4	
6.	Security Officer, Grade C	B3	R827,80
	Security Officer, Grade B	B3	R915,40
	Security Officer, Grade A	B3	R915,40
Upgrades	Packer/Loader Grade II	B1	R378,00
	Checker Grade II	B2	R453,00
	Gantry Crane Operator Grade II	B2	R453,00
	Team Leader	B2	R453,00
	Storeman (Warehouse)	B4	R585,50

(2) In subclause (5) (a) substitute the following for paragraph (ii):

“(ii) for each of the three daily meals required to be obtained during such absence, R12,00”.

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

“(6) Across-the-board increase: Employees who prior to the coming into operation of these amendments to this agreement, were in receipt of a wage equal to or higher than the minimum prescribed for their class in Government Notice No. R. 205 of 1 March 2001, shall be awarded wage increased as specified in Table B:

ACROSS-THE-BOARD INCREASES (PER WEEK)—TABLE B

Grade	Across-the-board increase per week
1A	R25,50
1B	R30,00
2	R31,00
3	R36,00
4	R40,50
5	R46,00
6—C	R60,00
6—B	R64,00
6—A	R64,00

Grade	Across-the-board increase per week
Upgrades—Packer/Loader Grade II.....	R31,00
Checker Grade II.....	R36,00
Gantry Crane Operator Grade II.....	R36,00
Team Leader.....	R36,00
Storeman (Warehouse).....	R46,00

If an employee, after being awarded the across-the-board increase, receives a wage less than the minimum prescribed for his grade, his wage shall be adjusted to the grade minimum.

- (i) If at the time of coming into operation of these amendments to this agreement, the current duties of an employee fall within the definition of a job category which is either new or an upgrade as regards his previous grade, then the employee shall be awarded the "across-the-board" increase applicable to the higher grade. If, after being awarded the "across-the-board" increase, the wage the employee will receive is less than the minimum wage prescribed for the higher grade, his wage shall be adjusted to the higher grade minimum".

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

- (1) Substitute the following for subclause (6) (a):

"(6) Payment for overtime: (a) An employer shall pay an employee overtime at a rate of not less than one and a half times his hourly wage in respect of the total period so worked—

- (i) on any day, in the case of a relief worker;
- (ii) in each category on any day, in the case of an employee of a temporary employment service;
- (iii) in any week, in the case of any other employee.

4. CLAUSE 31: HOLIDAY PAY BONUS FUND

- (1) Substitute the following for subclause (1) (a) (i):

"(1) (a) (i) The Holiday Pay Bonus Fund, established by the Council under the provisions of the Agreement published under Government Notice No. R. 41 of 15 January 1971 is hereby continued, and for the purposes of this clause "employee" means an employee categorised in clause 4 (1) (a). Every employer shall pay into the Holiday Pay Bonus Fund by not later than the 20th day of each and every month in respect of each of the classes of employees employed by him during the preceding month, who has completed 21 shifts, an amount equal to 25% of one week's minimum wage prescribed for each class of employee in clause 4, as detailed in the following contribution table:

Grade	Class	Contribution
1A.	Truck Assistant (existing employee only).....	R 70,10
1B.	General Worker, General worker—Repair Shop, Packer/Loader Grade I Security Guard.....	R 86,00
2.	Motor Cycle/Motor Tricycle Driver, Light Motor Vehicle Driver, Checker Grade I, Team Leader, Loader/Operator Grade II, Mobile Hoist Operator Grade II.....	R 98,90
3.	Medium Motor Vehicle Driver, Artisan Assistant, Gantry Crane Operator Grade I, Mobile Hoist Operator Grade I, Loader/Operator Grade I, Storeman (Workshop).....	R122,50
4.	Heavy Motor Vehicle Driver, Extra-heavy Motor Vehicle Driver, Despatch Clerk.....	R135,90
5.	Ultra-heavy Motor Vehicle Driver, Semi-skilled Artisan.....	R155,50
6.	Security Officer, Grade C.....	R207,00
	Security Officer, Grade B.....	R228,90
	Security Officer, Grade A.....	R228,90
Upgrades	Packer/Loader Grade II.....	R 94,50
	Checker Grade II, Gantry Crane Operator Grade II, Team Leader.....	R113,30
	Storeman (Warehouse).....	R146,40

Provided that where an employer, prior to the date of coming into operation of this Agreement, has independently paid an annual or holiday bonus to any class of employee specified under the contribution table hereinbefore, he may reduce such annual or holiday bonus referred to by the equivalent of the sum of the monthly contributions remitted to Council in terms of this subclause in respect of that class of employee for the corresponding period."

- (2) In subclause (1) (a) (ii) and (1) (d) substitute the following for the existing formula:

"25% of minimum weekly wage
195"

Signed at Johannesburg, for and on behalf of the parties to the Council the 24th day of January 2002.

J. J. DUBE

Chairman of the Council

G. F. VAN NIEKERK

Vice-Chairman of the Council

B. S. E. GRATZ

Secretary of the Council

No. R. 535

3 Mei 2002

WET OP ARBEIDSVARHOUDINGE, 1995

PADVRAGNYWERHEID: UITBREIDING VAN B-KOLLEKTIEWE WYSIGINGS OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae by die Engelse teks 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 13 Mei 2002, en vir die tydperk wat op 28 Februarie 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID

B-KOLLEKTIEWE OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Road Freight Employers' Association

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

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

en

Transport and Allied Workers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant, wat die partye is by die Nasionale Bedingingsraad vir die Padvragnywerheid.

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 920 van 24 Julie 1998, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 1689 van 24 Desember 1998, R. 209 van 19 Februarie 1999, R. 285 van 12 Maart 1999, R. 319 van 19 Maart 1999, R. 574 van 7 Mei 1999, R. 1315 van 12 November 1999, R. 145 van 28 Februarie 2000, R. 295 van 31 Maart 2000, R. 409 van 20 April 2000, R. 553 van 9 Junie 2000, R. 1027 van 27 Oktober 2000, R. 205 van 1 Maart 2001, R. 269 van 23 Maart 2001, R. 813 van 31 Augustus 2001 en R. 253 van 1 Maart 2002.

1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet in die Padvragnywerheid nagekom word—

- (a) deur alle werkgewers wat alle lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is, en wat onderskeidelik in genoemde Nywerheid betrokke en daarin werksaam is;

- (b) in die Republiek van Suid-Afrika uitgesonderd die volgende landdrostdistrikte: Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrostdistrikte van Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. R. 1779 van 6 November 1964, binne die landdrostdistrik Heidelberg, geval het, en uitgesonderd die gedeeltes van die landdrostdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermentskennisgewings Nos. R. 498 en R. 871 van onderskeidelik 1 April 1966 en 26 Mei 1972), binne die landdrostdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermentskennisgewings Nos. R. 556 en R. 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrostdistrik Pretoria geval het], Krugersdorp [met inbegrip van die gedeeltes van die landdrostdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennisgewings Nos. R. 1105 en R. 872 van onderskeidelik 26 Julie 1963 en 26 Mei 1972), binne die landdrostdistrik Krugersdorp geval het], Oberholzer (uitgesonderd die gedeeltes van die landdrostdistrik Oberholzer wat, voor die publikasie van Goewermentskennisgewing No. R. 1745 van 1 September 1978, binne die landdrostdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermentskennisgewing No. R. 2152 van 22 November 1974 binne die landdrostdistrik Pretoria geval het), Randfontein (met inbegrip van die gedeelte van die landdrostdistrik Koster wat voor die publikasie van Goewermentskennisgewing No. R. 1105 van 26 Julie 1963, binne die landdrostdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone voorgeskryf word by hierdie Ooreenkoms en op die werkgewers van sodanige werknemers.
- (3) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op—
- (a) 'n eienaar van slegs een voertuig wat die permanente drywer is van sy/haar eie voertuig en die werknemers wat deur sodanige eienaar in diens geneem is, uitgesonderd tot die mate waar klousule 6(5) van toepassing is”.
- (4) Die bepalinge van klousules 1 (1) (a) en 1A van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede van onderskeidelik die werkgewersorganisasie en die vakbonde is wat hierdie Ooreenkoms aangaan het nie.

1A. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 28 Februarie 2003.

“B” OOREENKOMS

1. KLOUSULE 2: WOORDOMSKRYWING

- (1) Vervang die woordoms krywing “Nasiener” met die volgende:

“**Nasiener Graad I**, 'n werknemer wat toesig hou oor die byeenbring, verpakking, uitpak, weeg, opstapel, laai, aflaai, merk of adresseer van goedere of houers en wat besonderhede van sodanige goedere en houers fisies vergelyk met 'n geskrewe of elektroniese staat;”

“**Nasiener Graad II**, 'n werknemer wat toesig hou oor die byeenbring, verpakking, uitpak, weeg, opstapel, laai, aflaai, merk of adresseer van goedere of houers en wat besonderhede van sodanige goedere en houers fisies vergelyk met 'n geskrewe of elektroniese staat asook toesig hou oor die werk en wat die werk van 'n algemene werker nagaan.”

- (2) Vervang die volgende vir die woordoms krywing van “Versendingsklerk”:

“**Versendingsklerk**, 'n werknemer wat—

- (a) verantwoordelik is vir die ontvangs, verpakking of versending van goedere of houers vanaf 'n magasyn, pakhuis of opslagplek; en
- (b) wat die werk van 'n nasiener of algemene werker mag nagaan en toesig daarvoor hou; en
- (c) wat inligting en data fisies of elektronies op 'n rekenaar sisteem plaas.

- (3) Vervang die volgende vir die woordoms krywing van 'n verpakker/laaier:

“**Verpakker/Laaier Graad I**, 'n werknemer wat verantwoordelik is vir die inpak of laai van meubels in enige houer of in of op 'n voertuig en die aflaai of uitpak van meubels;”

“**Verpakker/Laaier Graad II**, 'n werknemer wat verantwoordelik is vir die inpak of laai van meubels in enige houer of in of op 'n voertuig en die aflaai of uitpak van meubels en wat toesig hou oor die aktiwiteite van 'n algemene werker.”

- (4) Skrap die omskrywing van “Herstelwinkelassistent”.

- (5) Voeg die volgende nuwe woordoms krywing in na “Wet”:

“**Ambagsman Assistent**—'n werknemer wat 'n ambagsman bystaan met basiese take soos die verwydering van omhulsels, die uitmekaarmaak van motors asook reparasies met betrekking tot basiese toerusting en wat sodanige werk onder toesig verrig en gebruikmaak van basiese gereedskap en handgereedskap en wat ook hulp verleen met die skoonmaak van die werk area en werkwinkel.”

- (6) Voeg die volgende nuwe woordoms krywing in na “Veiligheidsbeampte Graad C”:

“Half Geskoolde Ambagsman, 'n werknemer wat, alhoewel onder toesig van 'n ambagsman onafhanklike take verrig, maar wat nie verantwoordelik gehou word vir die finale nagaan daarvan nie en wat meer komplekse reparasies uitvoer met die hulp van foutvind toerusting, die keuse uitoefen om alternatiewe metodes te gebruik om take uit te voer, wat elektriese en meganiese toerusting gebruik en wat sulke take soos basiese sweiswerk kan verrig, maar nie gekwalifiseer is as 'n ambagsman nie, alhoewel 'n ambagstoets na 'n tydperk afgelê kan word ten einde te kwalifiseer as ambagsman.”

(7) Voeg die volgende nuwe woordskrywing in na “Algemene Werker”:

“Algemene Werker—Herstelwinkel, 'n werknemer wat 'n ambagsman bystaan deur hand en fisiese take te verrig wat onder meer insluit die dra van gereedskap, skoonmaak van parte in die werk area, die wegpak van gereedskap en hulp verleen waar nodig.”

2. KLOUSULE 4: LONE

(1) Vervang die volgende vir subklousule (1) (a):

“(1) (a) Vir die tydperk tot minstens 28 Februarie 2003 moet die minimum lone soos uiteengesit in paragraaf (b) hieronder, deur 'n werkgever aan sy werknemers betaal word:

(b) Weeklone:

Graad	Klas	Patterson gradering	Minimum loon
1A.	Vragmotor-assistent (slegs huidige werknemer).....	A Band	R280,50
1B.	Algemene Werker	A Band	
	Algemene Werker—Herstelwinkel	A Band	
	Verpakker/Laaier Graad I.....	A Band	
	Sekuriteitswag.....	A Band	R344,00
2.	Motorfiets/Motordriewiel Drywer.....	B1	
	Drywer van 'n Ligte Motorvoertuig	B1	
	Nasiener Graad I.....	B1	
	Bediener van 'n Laaigraaf Graad II.....	B1	
	Bediener van 'n Mobiele Hystoestel Graad II	B1	R395,50
3.	Drywer van 'n Medium Motorvoertuig	B2	
	Ambagsman Assistent.....	B2	
	Bediener van 'n Bokkraan Graad I.....	B2	
	Bediener van 'n Mobiele Hystoestel of 'n Vurkhyswa Graad I....	B1	
	Bediener van 'n Laaigraaf Graad I.....	B1	
	Magasynman (Werkwinkel)	B2	R490,00
4.	Drywer van 'n Swaar Motorvoertuig.....	B3	
	Drywer van 'n Ekstra Swaar Motorvoertuig	B3	
	Versendingsklerk.....	B3	R543,50
5.	Drywer van 'n Ultra Swaar Motorvoertuig	B4	
	Halfgeskoolde Ambagsman	B4	R622,00
6.	Veiligheidsbeampste, Graad C	B3	R827,80
	Veiligheidsbeampste, Graad B	B3	R915,40
	Veiligheidsbeampste, Graad A.....	B3	R915,40
Opgrade-rings	Verpakker/Laaier Graad II.....	B1	R378,00
	Nasiener Graad II.....	B2	R453,00
	Bediener van 'n Bokkraan Graad II.....	B2	R453,00
	Spanleier	B2	R453,00
	Magasynman (Pakhuis)	B4	R585,50

(2) In subklousule (5) (a) vervang paragraaf (ii) met die volgende:

“(ii) vir elk van die drie daaglikse maaltye wat bekom moet word gedurende sodanige afwesigheid, 12,00”.

(3) Vervang subklousule (6) met die volgende:

“(6) Algemene verhoging (deur die bank): Werknemers wat voor 1 Maart 2001 'n loon ontvang het wat gelyk is met of hoër is as die minimum loon vir hulle klas voorgeskryf in Goewermentskennisgewing Nr. R. 205 van 1 Maart 2001 moet die loonverhogings wat in Tabel B uiteengesit word ontvang.”

ALGEMENE VERHOOGING (PER WEEK)—TABEL B

Graad	Algemene Verhoging per week
1A	R25,50
1B	R30,00
2	R31,00
3	R36,00
4	R40,50
5	R46,00
6—C	R60,00
6—B	R64,00
6—A	R64,00
Opgraderings—Verpakker/Laaier Graad II	R31,00
Nasiener Graad II	R36,00
Bediener van 'n Bokkraan Graad II	R36,00
Spanleier	R36,00
Magasynman (Pakhuis)	R46,00

Indien 'n werknemer nadat die algemene verhoging toegeken is 'n loon ontvang wat minder is as die minimum loon wat vir sy graad voorgeskryf word moet sy loon by die graad minimum aangepas word.

- (i) indien die huidige pligte van 'n werknemer binne die bestek val van die woordskrywing van 'n werk kategorie wat of nuut is of opgegradeer is t.o.v. sy vorige graad wanneer die wysigings tot die ooreenkoms in werking tree sal die werknemer die algemene (deur die bank) verhoging ontvang wat van toepassing is op die hoër graad. Indien die werknemer na die algemene verhoging 'n loon ontvang wat minder is as die minimum voorgeskrewe loon vir die hoër graad moet sy loon aangepas word na die hoër graad minimum voorgeskrewe loon.

3. KLOUSULE 6: GEWONE WERKURE, OORTYD EN BETALING VIR OORTYD

- (1) Vervang die volgende ten opsigte van subklousule (6) (a):

"(6) Betaling vir oortyd: (a) 'n Werkgewer moet 'n werknemer wat oortydwerk verrig betaal teen 'n skaal van minstens een en 'n half maal sy uurloon t.o.v. die totale tydperk gewerk—

- (i) op enige dag in die geval van 'n afloswerker,
(ii) in enige kategorie op enige dag in die geval van 'n werknemer van 'n tydelike werkverskaffingsdiens,
(iii) in enige week in die geval van enige ander werknemer.

4. KLOUSULE 31: VAKANSIESOLDYBONUSFONDS

- (1) Vervang die volgende vir subklousule (1) (a) (i):

"(1) (a) (i) Die Vakansiesoldybonusfonds deur die Raad ingestel kragtens die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 41 van 15 Januarie 1971 word hierby voortgesit en vir die toepassing van hierdie klousule beteken "werknemer" 'n werknemer soos gekategoriseer in klousule 4 (1) (a). Elke werkgewer moet voor of op die 20ste dag van elke maand ten opsigte van elk van die werknemers wat gedurende die voorafgaande maand by hom in diens was en 21 skofte voltooi het 'n bedrag in die Vakansiesoldybonusfonds inbetaal wat gelyk is om 25% van 1 week se minimum voorgeskrewe loon, voorgeskryf vir elke klas werknemer in klousule 4 soos in die volgende bydraerstabel uiteengesit:

Graad	Klas	Bydrae
1A.	Vragmotor-assistent (slegs huidige werknemer).....	R 70,10
1B.	Algemene Werker, Algemene Werker—Herstelwinkel, Verpakker/Laaier Graad I, Sekuriteitswag.....	R 86,00
2.	Motorfiets/Motordriewiel Drywer, Drywer van 'n Ligte Motor Voertuig, Nasiener Graad I, bediener van 'n Laaigraaf Graad II, Bediener van 'n Mobiele Hystoestel Graad II.....	R 98,90

Graad	Klas	Bydrae
3.	Drywer van 'n Medium Motorvoertuig, Ambagsman Assistent, Bediener van 'n Bokkraan Graad I, Bediener van 'n Mobiele Hystoestel of Vurkhyswa Graad I, Bediener van 'n Laaigraaf Graad I, Magasynman (Werkswinkel).....	R122,50
4.	Drywer van 'n Swaar Motorvoertuig, Drywer van 'n Ekstraswaar Motorvoertuig, Versendingsklerk.....	R135,90
5.	Ultra-swaar Motorvoertuig Drywer, Halfgeskoolde Ambagsman	R155,50
6.	Veiligheidsbeampste, Graad C	R207,00
	Veiligheidsbeampste, Graad B	R228,90
	Veiligheidsbeampste, Graad A.....	R228,90
Opgrade-rings	Verpakker/Laaier Graad II.....	R 94,50
	Nasiener Graad II, Bediener van 'n Bokkraan Graad II, Spanleier.....	R113,30
	Magasynman (Pakhuis)	R146,40

Met dien verstande dat waar 'n werkgewer voor die inwerkingtreding van hierdie Ooreenkoms, uit eie beweging 'n jaarlikse of vakansiebonus betaal het, aan enige klas werknemer soos gespesifiseer in die bydraetabel hierbo, hy sodanige jaarlikse of vakansiebonus hierbo bedoel, kan verminder met die ekwivalent van die bedrag van die maandelikse bydraes oorbetal aan die Raad ingevolge hierdie subklousule ten opsigte van die betrokke klas werknemer vir die ooreenstemmende tydperk.

(2) In subklousule (1) (a) (ii) en 1 (d) vervang die volgende ten opsigte van die huidige formule:

"25% van die minimum weekloon
195"

Vir en namens die partye by die Raad, op hede die 24 dag van Januarie 2002 te Johannesburg onderteken.

J. J. DUBE

Voorsitter van die Raad

G. F. VAN NIEKERK

Ondervoorsitter van die Raad

B. S. E. GRATZ

Sekretaris van die Raad

No. R. 536

3 May 2002

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 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 13 May 2002, and for the period ending 28 February 2003.

M. M. S. MDLADLANA

Minister of Labour

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 Workers' 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. 921 of 24 July 1998, as amended and extended by Government Notices Nos. R. 210 of 19 February 1999, R. 317 of 19 March 1999, R. 450 of 16 April 1999, R. 1009 of 27 August 1999, R. 122 of 11 February 2000, R. 143 of 18 February 2000, R. 299 of 31 March 2000, R. 408 of 20 April 2000, R. 641 of 30 June 2000, R. 1031 of 27 October 2000, R. 206 of 1 March 2001, R. 814 of 31 August 2001 and R. 253 of 1 March 2002.

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 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 Moadowns 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) the owner of only one vehicle who is the permanent driver of his/her own vehicle and the employees employed by such owner, except in so far as clause 10 (6) of the "A" Agreement and clause 8 (5) of the "B" Agreement is applicable;
 - (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 or 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 2003.

PROVIDENT FUND AGREEMENT**1. ANNEXURE A**

(1) Substitute the following for Annexure A:

"ANNEXURE A

Employees for whom wages are prescribed in the Main Agreement	A Weekly deduction from employee's wage	B Employer's weekly contribution
A-Agreement	6,75% of ordinary wage	6,75% of ordinary wage
B-Agreement	6,75% of ordinary wage	6,75% of ordinary wage"

Signed at Johannesburg, for and on behalf of the parties to the Council the 24th day of January 2002.

J. J. DUBE

Chairman of the Council

G. F. VAN NIEKERK

Vice-Chairman of the Council

B. S. E. GRATZ

Secretary of the Council

No. R. 536

3 Mei 2002

WET OP ARBEIDSVERHOUDINGE, 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 Ooreenkoms wat in die Bylae hierby 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 13 Mei 2002, en vir die tydperk wat op 28 Februarie 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

**NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID
KOLLEKTIEWE VOORSORGFONDSOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, No. 66 van 1995, gesluit deur en aangegaan tussen die

Road Freight Employers' Association

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

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

en die

Transport and Allied Workers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant, wat die partye is by die Nasionale Bedingsraad vir die Padvagnywerheid.

tot wysiging van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 921 van 24 Julie 1998, soos gewysig en verleng by Goewermmentskennisgewings Nos. R. 210 van 19 Februarie 1999, R. 317 van 19 Maart 1999, R. 450 van 16 April 1999, R. 1009 van 27 Augustus 1999, R. 122 van 11 Februarie 2000, R. 143 van 18 Februarie 2000, R. 299 van 31 Maart 2000, R. 408 van 20 April 2000, R. 641 van 30 Junie 2000, R. 1031 van 27 Oktober 2000, R. 206 van 1 Maart 2001, R. 814 van 31 Augustus 2001 en R. 253 van 1 Maart 2002.

1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet in die Padvagnywerheid nagekom word—
 - (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is, en wat onderskeidelik in genoemde Nywerheid betrokke en daarin werksaam is;
 - (b) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrosdistrikte van Boksburg en Brakpan wat voor die publikasie van Goewermmentskennisgewing No. 1779 van 6 November 1964, binne die landdrosdistrik Heidelberg, geval het, en uitgesonderd die gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermmentskennisgewings Nos. R. 498 en R. 871 van onderskeidelik 1 April 1966 en 26 Mei 1972), binne die landdrosdistrik Nigel geval het), Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 2 Oktober 1970 (Goewermmentskennisgewings Nos. R. 556 en 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het], Krugersdorp [met inbegrip van die gedeeltes van die landdrosdistrikte Koster en Brits wat onderskeidelik voor 26 Julie 1963 en 1 Junie 1972 (Goewermmentskennisgewings Nos. R. 1105 van 26 Julie 1963 en 872 van 26 Mei 1972), binne die landdrosdistrik Krugersdorp geval het], Oberholzer (uitgesonderd die gedeelte van die landdrosdistrik Oberholzer wat, voor die publikasie van Goewermmentskennisgewing No. R. 1745 van 1 September 1978, binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd die gedeelte wat voor die publikasie van Goewermmentskennisgewing No. R. 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van die landdrosdistrik Randfontein, Koster wat voor die publikasie van Goewermmentskennisgewing No. R. 1105 van 26 Julie 1963, binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.
 - (c) In die Republiek van Suid-Afrika, uitgesonderd die landdrosdistrikte soos vervat in subklousule 1 (b) hierbo.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie minimum lone Hoofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.
- (3) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op—
 - (a) 'n eienaar van slegs een voertuig wat die permanente drywer is van sy/haar eie voertuig en die werknemers wat deur sodanige eienaar in diens geneem is, uitgesonderd tot die mate waar klousule 10 (6) van die "A" Ooreenkoms en klousule 6 (5) van die "B" Ooreenkoms van toepassing is;
 - (c) 'n werkgewer wie se bedryfsinrigting binne die landdrosdistrikte val, soos in subklousule (1) (b) hierbo uiteengesit en wat, ten tyde van die afkondiging van Goewermmentskennisgewing No. R. 3146 van 20 Desember 1991, oor 'n bestaande pensioen- of voorsorgfonds beskik het wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoofooreenkoms voorgeskryf word, en op die werknemers van sodanige werkgewer;
 - (d) 'n werkgewer wie se bedryfsinrigting binne die landdrosdistrikte val, soos in subklousule (1) (b) hierbo uiteengesit, wat voor die afkondiging van Goewermmentskennisgewing No. R. 3146 van 20 Desember 1991, nie oor 'n bestaande pensioen- of voorsorgfonds beskik het nie wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoofooreenkoms voorgeskryf word, maar welke werkgewer voor 1 Januarie 1991 begin het met onderhandelings vir die instelling van 'n pensioen- of voorsorgfonds vir werknemers wat deur die Hoofooreenkoms gedek word;
 - (e) 'n werkgewer wie se bedryfsinrigting binne die landdrosdistrikte val, soos in subklousule (1) (c) hierbo uiteengesit wat met die afkondiging van Goewermmentskennisgewing No. R. 450 gedateer 16 April 1999, oor 'n bestaande pensioen- of voorsorgfonds beskik het wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoofooreenkoms voorgeskryf word, en op die werknemers van so 'n werkgewer;
 - (f) 'n werkgewer wie se bedryfsinrigting binne die landdrosdistrikte val, soos in subklousule (1) (c) hierbo uiteengesit, wat met die afkondiging van Goewermmentskennisgewing No. R. 450 gedateer 16 April 1999, nie oor 'n bestaande pensioen- of voorsorgfonds beskik het nie wat by die Registrateur van Pensioenfondse geregistreer is en werknemers dek vir wie minimum lone in die Hoofooreenkoms voorgeskryf word, maar welke werkgewer voor 1 Maart 1999 begin het met onderhandelings vir die instelling van 'n pensioen- of voorsorgfonds vir werknemers wat deur die Hoofooreenkoms gedek word.

(4) Die bepalings van klousules 1 (1) (a) en 2 van hierdie Ooreenkoms is nie van toepassing nie op werkgewers en werknemers wat nie lede is van die werkgewersorganisasie en die vakbonde wat die Ooreenkoms aangegaan het nie.

(5) Die uitsluitings vervat in subklousules (3) hierbo is nie van toepassing ten opsigte van subklousule 7 (8) nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum van die Minister van Arbeid kragtens artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel, en bly van krag vir die tydperk eindigende 28 Februarie 2003.

VOORSORGFONDS OOREENKOMS

1. AANHANGSEL A

(1) Vervang Aanhangsel A met die volgende:

"AANHANGSEL A

Werknemers vir wie lone in die Hofooreenkoms voorgeskryf word	A Weeklikse aftrekking van werknemer se loon	B Werkgewer se weeklikse bydrae
A-Ooreenkoms	6,75% van gewone loon	6,75% van gewone loon
B-Ooreenkoms	6,75% van gewone loon	6,75% van gewone loon"

Vir en namens die partye by die Raad, op hede die 24ste dag van Januarie 2002 te Johannesburg onderteken.

J. J. DUBE

Voorsitter van die Raad

G. F. VAN NIEKERK

Ondervoorsitter van die Raad

B. S. E. GRATZ

Sekretaris van die Raad

DEPARTMENT OF MINERALS AND ENERGY DEPARTEMENT VAN MINERALE EN ENERGIE

No. R. 523

3 May 2002

MINES AND WORKS ACT, 1956 (ACT No. 27 OF 1956)

DECLARATION OF WORK IN THE NATIONAL INTEREST

Under section 9 (1) (f) of the Mines and Works Act, 1956 (Act No. 27 of 1956), I, Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby declare that in my opinion the performance on Sundays of work details, which appear in the Schedule hereto, is necessary in the national interest for a period of two years from 5 May 2002.

P. MLAMBO-NGCUKA

Minister of Minerals and Energy

SCHEDULE

Description of work: To operate the combined treatment plant on Sundays.

Description of mine: The mine known as De Beers—Kimberley Mine, situated on the farms Benauwdheidfontein 124, Bultfontein 80, Dorfontein 77 en Alexanderfontein 123, in the Magisterial District of Kimberley, Northern Cape Province and being worked by Kimberley Mine—a division of Central Mines, P.O. Box 10191, Beaconsfield, 8315.

No. R. 523

3 Mei 2002

WET OP MYNE EN BEDRYWE, 1956 (WET No. 27 VAN 1956)

VERKLARING VAN WERK IN NASIONALE BELANG

Ek, Phumzile Mlambo-Ngcuka, Minister van Minerale en Energie, verklaar hierby, kragtens artikel 9 (1) (f) van die Wet op Myne en Bedrywe, 1956 (Wet No. 27 van 1956), dat die verrigting op Sondae van werk, waarvan besonderhede in die Bylae hiervan verskyn, na my oordeel vanaf 5 Mei 2002 vir 'n tydperk van twee jaar in nasionale belang noodsaaklik is.

P. MLAMBO-NGCUKA

Minister van Minerale en Energie

BYLAE

Omskrywing van werk: Om die gekombineerde herwinningsaanleg op Sondae te bedryf.

Omskrywing van myn: Die myn bekend as De Beers—Kimberley Mine, geleë op die plaas Benauwdheidfontein 124, Bultfontein 80, Dorsfontein 77 en Alexandersfontein 123, in die Landdrosdistrik Kimberley, Noord-Kaap-provinsie, wat tans bedryf word deur Kimberley Myn—'n afdeling van Central Mines, Posbus 10191, Beaconsfield, 8315.

No. R. 524**3 May 2002**

MINES AND WORKS ACT, 1956 (ACT No. 27 OF 1956)

DECLARATION OF WORK IN THE NATIONAL INTEREST

Under section 9 (1) (f) of the Mines and Works Act, 1956 (Act No. 27 of 1956), I, Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby declare that in my opinion the performance on Sundays of work details, which appear in the Schedule hereto, is necessary in the national interest for a period of ten (10) months from 5 May 2002.

P. MLAMBO-NGCUKA**Minister of Minerals and Energy****SCHEDULE**

Description of work: To do the overburden stripping at the Buffels Marine Complex on Sundays.

Description of mine: The mine known as De Beers—Namaqualand Mine, situated on the farms Oubeep 173, Tweepad 176, Kareedoorvlei 177, Dreyerspan 192, Klein Zee, Dikgat 195, Kleyne Zee 194, Sandkop 322 en Goraap 323, in the Magisterial District of Springbok, Northern Cape Province and being worked by Namaqualand Mine—a division of De Beers Consolidated Mines, Private Bag X01, Kleinsee, 8282.

No. R. 524**3 Mei 2002**

WET OP MYNE EN BEDRYWE, 1956 (WET No. 27 VAN 1956)

VERKLARING VAN WERK IN NASIONALE BELANG

Ek, Phumzile Mlambo-Ngcuka, Minister van Minerale en Energie, verklaar hierby, kragtens artikel 9 (1) (f) van die Wet op Myne en Bedrywe, 1956 (Wet No. 27 van 1956), dat die verrigting op Sondae van werk, waarvan besonderhede in die Bylae hiervan verskyn, na my oordeel vanaf 5 Mei 2002 vir 'n tydperk van ten (10) maande in nasionale belang noodsaaklik is.

P. MLAMBO-NGCUKA**Minister van Minerale en Energie****BYLAE**

Omskrywing van werk: Om die bolaag verwydering van die Buffels Marine Kompleks op Sondae te bedryf.

Omskrywing van myn: Die myn bekend as De Beers—Namaqualand Mine, geleë op die plaas Oubeep 173, Tweepad 176, Kareedoorvlei 177, Dreyerspan 192, Klein Zee, Dikgat 195, Kleyne Zee 194, Sandkop 322 en Goraap 323 in die landdrosdistrik Springbok, Noord-Kaap-provinsie, wat tans bedryf word deur Namaqualand Myn—'n afdeling van De Beers Consolidated Mines, Privaatsak X01, Kleinsee, 8282.

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