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## GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

No. R. 1043

8 August 2002

### SOUTH AFRICAN REVENUE SERVICE SUID-AFRIKAANSE INKOMSTEDIENS

#### CUSTOMS AND EXCISE ACT, 1964.- AMENDMENT OF SCHEDULE NO. 1 (NO. 1/2/131)

Under section 48 of the Customs and Excise Act, 1964, Section B of Part 2 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

M MPAHLWA  
DEPUTY MINISTER OF FINANCE

#### SCHEDULE

By the insertion after Note 2 of the following:

- "3. For the purposes of item 126.01 to 126.05 the following motor vehicles are deemed not to be excisable:
- (i) motor vehicles manufactured by enthusiasts solely from second hand parts or from second hand and new parts for own use, as the Commissioner may decide; and
  - (ii) motor vehicles which are manufactured by the conversion of excisable or non-excisable motor vehicles.
4. For the purposes of items 126.01, 126.02, 126.04 and 126.05 the expression "vehicle mass" shall not include the mass of any fuel or water but shall include the mass of any lubricants, spare wheel and tools which are supplied as standard equipment."

No. R. 1043

8 Augustus 2002

#### DOEANE EN AKSYNSWET, 1964.- WYSIGING VAN BYLAE NO. 1(NO. 1/2/131)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Afdeling B van Deel 2 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

M MPAHLWA  
ADJUNKMINISTER VAN FINANSIES

#### BYLAE

Deur na Opmerking 2 die volgende in te voeg:

- "3. Vir die doeleindes van items 126.01 tot 126.05 word die volgende motorvoertuie geag nie sinsbaar te wees nie:
- (i) motorvoertuie vervaardig deur entoesiaste uitsluitlik van tweedehandse onderdele of van tweedehandse en nuwe onderdele vir eie gebruik, soos die Kommissaris mag besluit; en
  - (ii) motorvoertuie wat vervaardig word deur die omskepping van sinsbare of nie-sinsbare motorvoertuie.
4. Vir die doeleindes van items 126.01, 126.02, 126.04 en 126.05 word die uitdrukking "voertuig= massa" nie geag die massa van enige brandstof of water in te sluit nie, maar sal die massa van enige smeermiddels, noodwiel en gereedskap wat as standaard toerusting verskaf word, insluit."

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

No. R. 1033

8 August 2002

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF PENSION  
FUND COLLECTIVE AGREEMENT FOR THE SERVICING SECTION CAPE (REGION D) 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 Electrical Industry of South Africa and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that industry, with effect from 19 August 2002, and for the period ending 31 May 2004.

**M. M. S. MDLADLANA**

Minister of Labour

No. R. 1033

8 Augustus 2002

WET OP ARBEIDSVERHOUDINGE, 1995

**NASIONALE BEDINGINGSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID VAN SUID-AFRIKA: UITBREIDING VAN  
PENSIOENFONDS KOLLEKTIEWE OOREENKOMS VIR DIE BEDIENINGSEKSIE KAAP (STREEK D) 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 Nasionale Bedingingsraad vir die Elektrotegniese Nywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 19 Augustus 2002, en vir die tydperk wat op 31 Mei 2004 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**Nota:** 'n Afrikaanse vertaling van die Ooreenkoms by die Engelse kennisgewing is op aanvraag beskikbaar by die Bedingingsraad.

**SCHEDULE**

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA**

**SERVICING SECTION PENSION FUND COLLECTIVE AGREEMENT**

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

**Electrical Engineering and Allied Industries' Association**

**Employers' Organisation for the Electrical Servicing and Engineering Industry**

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

**National Employees' Trade Union**

**South African Electrical Workers' Association**

**Metal and Electrical Workers' Union of South Africa**

**National Union of Metalworkers of South Africa**

and the

**Electronic and Metal Workers' Union of South Africa**

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

being parties to the National Bargaining Council for the Electrical Industry of South Africa (Cape).

**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed in the Electrical Industry (Cape)—

- (a) by all employers and employees who are members of the employers' organisations and the trade unions, respectively;



- (b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville.
- (2) The terms of this Agreement shall not apply—
- to employers and employees engaged or employed in the Electrical Contracting Section of the Industry;
  - to any employee who was on 1 May 1991 or thereafter becomes a participant in and member of any other fund providing provident and/or pension benefits, which was in existence on the said date and 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 other 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 purposes of this Agreement.
- (3) Notwithstanding the provisions of subclause (2) (b), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that subclause.
- (4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subclause (2) (b) 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 5 of this Agreement, subject to any such amendment being retroactive to the date of coming into operation of this Agreement.
- (5) The terms of this Agreement shall not apply to an employer and his employees who are governed by and fall within the scope of application of the Electrical Industry (Cape) Provident Fund Agreement for the Servicing Section.
- (6) Clauses 1 (1) (a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employer 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 31 May 2004.

## 3. DEFINITIONS

Any expression used in this Agreement that is defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

**“agreement”** means an agreement as defined in the Labour Relations Act, 1995, operative in the Electrical Industry, and includes any agreement as defined in the said Act if such agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;

**“apprentice”** means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Manpower Training Act, 1981, or employed under any pre-apprenticeship arrangement;

**“Council”** means the National Bargaining Council for the Electrical Industry of South Africa (Cape), registered in terms of section 29 of the Act;

**“employee”** means an employee, including an apprentice, whose minimum rate of pay is scheduled in any agreement as above defined in the Electrical Industry;

**“Electrical Industry”** or **“Industry”** means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and their employees are associated for any or all of the following:

- The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings or structures, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or a structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

- (d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

and further, for the purpose of this definition "design, preparation, erection, installation, repair and maintenance" shall not include—

- (i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- (ii) the wiring or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;
- (iii) the manufacture, repair and servicing of motor vehicle batteries;
- (iv) the manufacture, repair and servicing of typewriter and office appliances;
- (v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

**"establishment"** means any premises on which the Industry, or part thereof, as herein defined, is carried on;

**"Fund"** means the Engineering Industries, Pension Fund (previously known as the Metal Industries Group Life and Provident Fund, established on 28 August 1957);

**"law"** includes the common law;

**"Main agreement"** means the Main Collective Agreement published under a Government Notice for the Servicing Section of the Electrical Industry or any succeeding agreement and includes any amendment, re-enactment or extension thereof, and further includes the Main Agreement during any period that it is expired;

**"Management Committee"** means the Management Committee appointed by Council in terms of its constitution;

**"pensionable remuneration"** means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including monies payable in terms of any agreement or under any law, but excluding amounts paid in respect of overtime, shift and other allowances and holiday leave bonuses, but including amounts paid in respect of overtime hours worked to make up lost ordinary hours, and for the purposes of this definition—

- (a) in the case of a monthly-paid employee, his pensionable remuneration shall be the amount determined as above, converted on the basis that one month equals  $4\frac{1}{3}$  weeks;
- (b) **"shift"** means that period of work ordinarily worked by an employee in any period of 24 hours;

**"permanent disability scheme"** means the Permanent Disability Scheme constituted to organise and provide permanent disability benefits for the employees of employers in the Servicing Section of the Electrical Industry as may from time to time be admitted to participate in the Scheme by the Board of Management in terms of the Constitution of the Scheme.

#### 4. CONTINUATION OF THE FUND

(1) The Engineering Industries' Pension Fund (hereinafter referred to as the "Fund"), originally established on 28 August 1957 in terms of Government Notice No. R. 1087 of 19 July 1957 as the Metal Industries Group Life and Provident Fund, is hereby continued.

(2) The Fund shall consist of—

- (a) all monies and assets standing to the credit of the Fund as at the date of coming into operation of this Agreement;
- (b) all contributions paid by employers and members in accordance with section 5 of this Agreement;
- (c) all investment income derived from the investment of any monies of the Fund; and
- (d) any other monies to which the Fund may become entitled.

#### 5. MEMBERSHIP

(1) Each employee who becomes an employee falling within the scope of this Agreement on or after the date of coming into operation of this Agreement shall, subject to subclause (4) (b) below, be required to choose either to become a member of this Fund or a member of the Metal Industries' Provident Fund. Such choice shall be made on the date on which he becomes an employee falling within the scope of this Agreement. Membership of the relevant Fund shall commence on that date.

(2) If an employee to whom subclause (1) applies does not exercise his choice either to become a member of this Fund or a member of the Metal Industries' Provident Fund on the date on which he shall be required to become a member of either this Fund or the Metal Industries' Provident Fund, he shall automatically become a member of one of these Funds, depending on his wages, as follows:

- (a) Employees earning in excess of the amount stipulated in the Main Agreement as the minimum wage of an employee in job category DDD, shall be deemed to be members of this Fund.
- (b) All other employees shall be deemed to be members of the Metal Industries Provident Fund: Provided that where the Main Agreement has expired, the last reference shall be to the most recently expired Main Agreement.

(3) An employee to whom subclause (1) and/or subclause (2) applies shall be entitled for a period of three months from the date on which he becomes an employee falling within the scope of this Agreement to withdraw from membership of this Fund in order to become a member of the other fund. In such case, membership of the Fund to which the employee transfers

shall be made retrospective to the date on which contributions commenced to this Fund, and the benefits earned in the name of the employee concerned shall be transferred to the Fund chosen in terms hereof. There shall be no refund of contributions to either the employee or employer. The right of an employee to transfer membership in terms of this subclause shall terminate on the expiry date of the above three-month period.

(4) If an employee who has become a member of this Fund on or after the date of coming into operation of this Agreement ceased to fall within the scope of this Agreement as a result of his ceasing to be in service of the Industry or as a result of a specific exemption under clause 9 of this Agreement, but subsequently falls within the scope of this agreement, then—

- (a) If his benefit under the Pension Fund and Provident Fund or this Fund as been paid out, he shall have the choice provided for in subclause (1);
- (b) if his benefit under the Pension Fund and Provident Fund or this Fund has not been paid out, he shall not have the choice provided for in subclause (1) but shall automatically become a member of the Fund of which he was previously a member.

(5) If an employee terminated his membership of this Fund or the Metal Industries, Group Pension Fund before 1 May 1991, and subsequently falls within the scope of this Agreement or the Metal Industries' Provident Fund Agreement, then regardless of whether or not his benefits under the above funds have been paid out, he shall have the choice provided for in subclause (1).

(6) The provisions of subclauses (2) and (3) shall also apply to an employee referred to in subclauses (4) (a) and (5).

(7) Except as provided in this clause, an employee who remains in service in the Industry and continues to fall within the scope of the Agreement may not withdraw from membership of this Fund unless specifically exempted under clause 9 of this Agreement.

## 6. CONTRIBUTIONS

(1) Contributions, as hereinafter provided for, shall be made by employees and employers as from the date of coming into operation of this Agreement.

(2) Contributions in respect of the Engineering Industries' Pension Fund and the Metal and Engineering Industries. Permanent Disability Scheme (hereinafter referred to as the "Scheme"):

- (a) The employer shall each week deduct from the earnings of each of his employees an amount equal to 6,6% of the pensionable remuneration of such employee.
- (b) Contributions calculated in accordance with the provisions of subclause (a) may, at the discretion of the employer, be deducted from the earnings of any other employees who request in writing to become members of this Fund: Provided that the membership provisions under clause 4 shall *mutatis mutandis* apply to such employees.
- (c) The employer shall pay to the Fund an amount equal to the deductions made from each employee's earnings under subclause (2) (a) and (b), which shall be apportioned as follows—
  - (i) an amount equal to 1,5% of the pensionable remuneration of each of the employees concerned shall be paid to the Scheme;
  - (ii) a further amount shall, at the sole discretion of the Board, be allocated by it from time to time towards the costs of administration of the Fund; and
  - (iii) the balance shall be the employer's contribution to the Fund.

(3) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences owing to sickness and injury on duty where no payment is due to the employee by the employer in terms of an agreement or under any law.

(4) Every employer in the Servicing Section of the Electrical Industry shall forward the total amount payable each month in terms of subclause (2) to the Council, together with a statement in such form as may from time to time be prescribed, by not later than the 15th day of the month immediately following to: The Secretary, 504 Monte Carlo Building, Heerengracht, Foreshore, Cape Town, 8001.

(5) Notwithstanding the provisions of this clause, failure on the part of the employer to make the deduction of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contributions to the Council.

(6) All contributions received by the Council shall be paid to the Engineering Industries' Pension Fund and the Scheme, respectively, within seven days of receipt of such monies by the Council.

(7) (b) If any amount that falls due in terms of this clause is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 15th day until the full amount is received by the Council.
- (ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate as if the amount outstanding were a 'credit transaction' for the purposes of the Act. For purposes of calculating the interest, the provisions of section 2 (2) of the Act shall *mutatis mutandis* apply.



- (iii) The Council shall, at its absolute discretion, be entitled to waive payment by the employer of any interest that accrues in terms of this subclause.
- (iv) In addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act that are relevant for the purposes of calculating any interest payable by the employer in terms of this subclause shall *mutatis mutandis* apply for these purposes.

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

(8) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.

#### 7. ADMINISTRATION

(1) The Fund and the Scheme shall be administered in accordance with the Rules of the Fund and the Rules of the Scheme. Such Rules shall not be inconsistent with this Agreement or the provisions of the Labour Relations Act, 1995, and a copy of the Rules and amendments thereto shall be lodged with the Director-General of Labour.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Boards of Management appointed in terms of the constitution of the Fund and the Scheme shall take over the functions of the Council in respect of this Agreement, and if for any reason the Boards of Management should be unable or unwilling to perform such duties, the Registrar of Labour Relations may appoint trustees to perform the Council's functions. The Boards of Management or trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund and the Scheme, as the case may be.

#### 8. DESIGNATED AGENTS

(1) The Council shall request the Minister in terms of section 33 of the Labour Relations Act, 1995, to appoint persons as designated agents to assist in giving effect to this Agreement. A designated agent shall have the powers conferred upon him in terms of section 142 of the Act, except the powers conferred by section 142 (1) (c) and (d).

#### 9. EXEMPTIONS

(1) The Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason.

(2) All applications for exemption to be considered by the Council shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council.

(3) All applications for exemption shall be substantiated, and such substantiation shall include the following details:

- (a) The period for which the exemption is required;
- (b) the Agreement and clauses or subclauses for the Amendment from which the exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The response resulting from such consultation, either in support of or against the application, are to be included with the application.

(4) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Council meeting for consideration.

(5) The Secretary shall provide the Council with details of all the applications for exemption.

(6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

(7) Once the Council has decided to grant an exemption, the Secretary shall issue a certificate and advise the applicant(s) within 14 days of the date of the decision.

(8) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reasons for not granting an exemption.

(9) **Exemption criteria:** The Council shall consider all applications for exemption with reference to the following criteria:

- (a) The written and verbal substantiation provided by the applicant;
- (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the terms of the exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or training provision, including the cost to the employee, transferability, administration management and cost, growth and stability;



- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical Industry;
  - (h) any existing special economic or other circumstances which warrant the granting of the exemption;
  - (i) reporting requirements by the applicant, and the monitoring and re-evaluation processes; and
  - (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
- (10) In terms of section 32 of the Act, the Council hereby establishes an Independent Appeal body to hear and decide as soon as possible, any appeal brought against—
- (a) the Council's refusal of an application for exemption from the provisions contained in the Agreement;
  - (b) the withdrawal of such exemption by the Council.
- (11) The Secretary shall, on receipt of a written application of an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal body for a decision.
- (12) The Independent Appeal body shall consider all applications with reference to the criteria set out in subclause (9) above and shall ensure that the applications are not in conflict with the primary objections of the Act.

#### 10. INTERPRETATION AND/OR APPLICATION DISPUTES

- (1) In the event of any dispute arising which relates to the interpretation and/or application of the Council's Agreements it shall be processed in terms of this clause.
- (2) A party wishing to lodge such a dispute shall notify the Council in writing, setting out the details of the dispute, having served a copy of such notification on all other parties to the dispute. Proof of such service shall provide to the Council, and may include service by means of telefax, hand delivery or registered post. The Council shall arrange a meeting of the parties to the dispute within 10 working days of the dispute having been referred in terms of this clause, unless otherwise agreed between the parties.
- (3) (a) If the dispute is not resolved at the meeting referred to in subclause (2) above, it shall be referred to arbitration in terms of this clause, unless otherwise agreed between the parties.
- (b) Arbitration in terms of this clause shall be of an expedited nature and the Regional Council shall appoint an arbitrator who is available to commence the arbitration within 10 working days after the completion of the hearing.
- (4) Subject to subclause (3), any arbitration in terms of this clause shall be in accordance with clause 11.

#### 11. CONCILIATION

- (1) Any referral to conciliation in terms of this dispute procedure shall be referred in terms of this clause. Subject thereto, any conciliation proceedings shall be regulated by the Act.
- (2) The Council shall establish a panel of conciliators, to whom matters shall be allocated at the discretion of the Secretary of the Council Provided that—
- (a) in the event of the Council having a direct interest in any dispute being processed, it shall be conciliated by a member of the panel who is independent of the Council; and
  - (b) in the event of the dispute involving a non-party to the Council, the Council shall ensure that the accreditation requirements of the Act are complied with.
- (3) Any conciliator appointed in terms of this clause shall have the powers granted to a Commissioner who is empowered to conciliate in terms of the Act. Any conciliator so appointed must determine a process to attempt to resolve the dispute which may include—
- (a) mediating the dispute; or
  - (b) conducting a fact finding exercise; or
  - (c) making a recommendation to the parties, which may be in the form of an advisory arbitration award.
- (4) In any conciliation proceedings, a party to the dispute may appear in person or be represented by a representative of his choice.
- (5) By no later than the end of the 30 day period calculated from the appointment of the conciliator, or any further period agreed between the parties, the conciliator must provide all parties to the dispute with a copy of a certificate stating whether or not the dispute had been resolved: Provided that the conciliator may prior to the expiry of this period confirm that conciliation has failed, in the event that he believes no further purpose would be gained by continuing with the process.

#### 12. EXHIBITION OF AGREEMENT

Every employer shall affix and keep in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters.

#### 13. TERMINATION OF EMPLOYMENT OF MEMBERS

- (1) (a) On termination of employment of a member, his employer shall complete the details on a form as prescribed in the Annexure to this Agreement and hand it to the member.
- (b) Supplies of the prescribed forms shall be available from the regional councils.

- (2) The employer shall be required to maintain a permanent record of the permanent home address of the member.

### ANNEXURE

#### ENGINEERING INDUSTRIES' PENSION FUND

(Form to be completed by employer and handed to members of the Engineering Industries' Pension Fund on termination of employment.)

#### *Member's Rights to Benefits:*

- (1) (a) A pension on retirement at the age of 65 or later, or on early retirement from the age of 55 up to the age of 65.
- (b) A member who has ceased employment in the Industry prior to the age of 55 may claim a retirement benefit on electing to retire from the age of 55 onwards.
- (2) Permanent disability income benefit owing to permanent disability/incapacity in terms of the rules of the Scheme.
- (3) **Death benefits:** A lump sum of two years' salary on—
  - (i) death in service of a contributing member before the age of 65;
  - (ii) death before the age of 65 where death occurs within six weeks of ceasing employment, if the former member was unemployed for such period and had been a member of the Fund for a consecutive period of not less than two years prior to such unemployment;
  - (iii) death before the age of 65 where death occurs within six months of ceasing employment owing to sickness or a works accident, and the former member was unemployed owing to such sickness or work accident until the date of death.

**Note:** The lump sum death benefit is reduced if the member or former member first joined the Fund after the age of 55. The benefit is then based on the period of membership.

- (4) A spouse's pension on death of a member in service.
- (5) A spouse's pension on death of a pensioner.
- (6) A member who leaves the Industry may after an eight-week waiting period elect a refund of contributions in accordance with the ruled of the Fund.

**Note:** Retrenchments/redundancies: Refunds are made in accordance with the Rules of the Fund.

#### TO BE COMPLETED BY THE EMPLOYER

- (i) Name of employee (surname first)  
.....
- (ii) Identity No. .... Work No. ....  
.....
- (iii) Period of service (From)..... (to).....  
.....
- (iv) Reasons for termination of employment:
  - Retrenchment
  - Redundancy
  - Resignation
  - Permanent disability/incapacity
  - Other
- (v) In cases of retrenchment, state name of regional council and date on which notification of retrenchment was given:
 

Regional Council:.....

Date: .....
- (vi) The appropriate form for benefits has been handed to the employee:
 

Date: .....

For and on behalf of the employer: .....

#### Notes:

- (i) Claim forms for the various benefits are available from regional councils or from the offices of the Engineering Industries' Pension Fund.
- (ii) It should be ensured that the employee had been handed his membership card of the Fund and any brochures or other information relating to the Fund.
- (iii) The employer is required to maintain a permanent record of the permanent address (i.e. home address) of each employee.

Thus signed at Cape Town for and on behalf of the parties this 2nd day of October 2001.

**D. VAN DEVENTER**

**Chairperson of the Council**

**J. MAUSLING**

**Party to the Council**

**G. G. FISHER**

**Secretary of the Council**

**No. R. 1053**

**8 August 2002**

LABOUR RELATIONS ACT, 1995

**CORRECTION NOTICE**

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

The following corrections to Government Notice No. R. 806 appearing in *Government Gazette* No. 23498 of 14 June 2002, are hereby published for general information:

1. In the English text of the Schedule:

**CLAUSE 1: SCOPE OF APPLICATION**

Substitute the following for sub-clause 3:

"Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to 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."

2. In the Afrikaans text to the Schedule:

**KLOUSULE 1: TOEPASSINGSBESTEK**

Substitute the following for sub-clause 3:

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

**No. R. 1053**

**8 Augustus 2002**

WET OP ARBEIDSVERHOUDINGE, 1995

**VERBETERINGSKENNISGEWING**

**PADVRAGNYWERHEID: UITBREIDING VAN WYSIGING VAN A-KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 806 wat in Staatskoerant No. 23498 van 14 Junie 2002 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Engelse teks van die Bylae:

**CLAUSE 1: SCOPE OF APPLICATION**

Vervang subklousule 3 deur die volgende:

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

2. In die Afrikaanse teks van die Bylae:

**KLOUSULE 1: TOEPASSINGSBESTEK**

Vervang subklousule 3 deur die volgende:

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



No. R. 1054

8 August 2002

## LABOUR RELATIONS ACT, 1995

## CORRECTION NOTICE

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

The following corrections to Government Notice No. R. 805 appearing in *Government Gazette* No. 23498 of 14 June 2002, are hereby published for general information:

1. In the English text of the Schedule:

**CLAUSE 1. SCOPE OF APPLICATION**

Substitute the following for subclause 3:

"Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to 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."

2. In the Afrikaans text of the Schedule:

**KLOUSULE 1. TOEPASSINGSBESTEK**

Substitute the following for subclause 3:

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

No. R. 1054

8 Augustus 2002

## WET OP ARBEIDSVERHOUDINGE, 1995

## VERBETERINGSKENNISGEWING

**PADVAGNYWERHEID: UITBREIDING VAN WYSIGING VAN B-KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Onderstaande verbeterings aan Goewermentskennisgewing No. R. 805 wat in *Staatskoerant* No. 23498 van 14 Junie 2002 verskyn, word hierby vir algemene inligting gepubliseer:

1. In die Engelse teks van die Bylae:

**CLAUSE 1. SCOPE OF APPLICATION**

Vervang subklousule 3 deur die volgende:

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

2. In die Afrikaanse teks van die Bylae:

**KLOUSULE 1. TOEPASSINGSBESTEK**

Vervang subklousule 3 deur die volgende:

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

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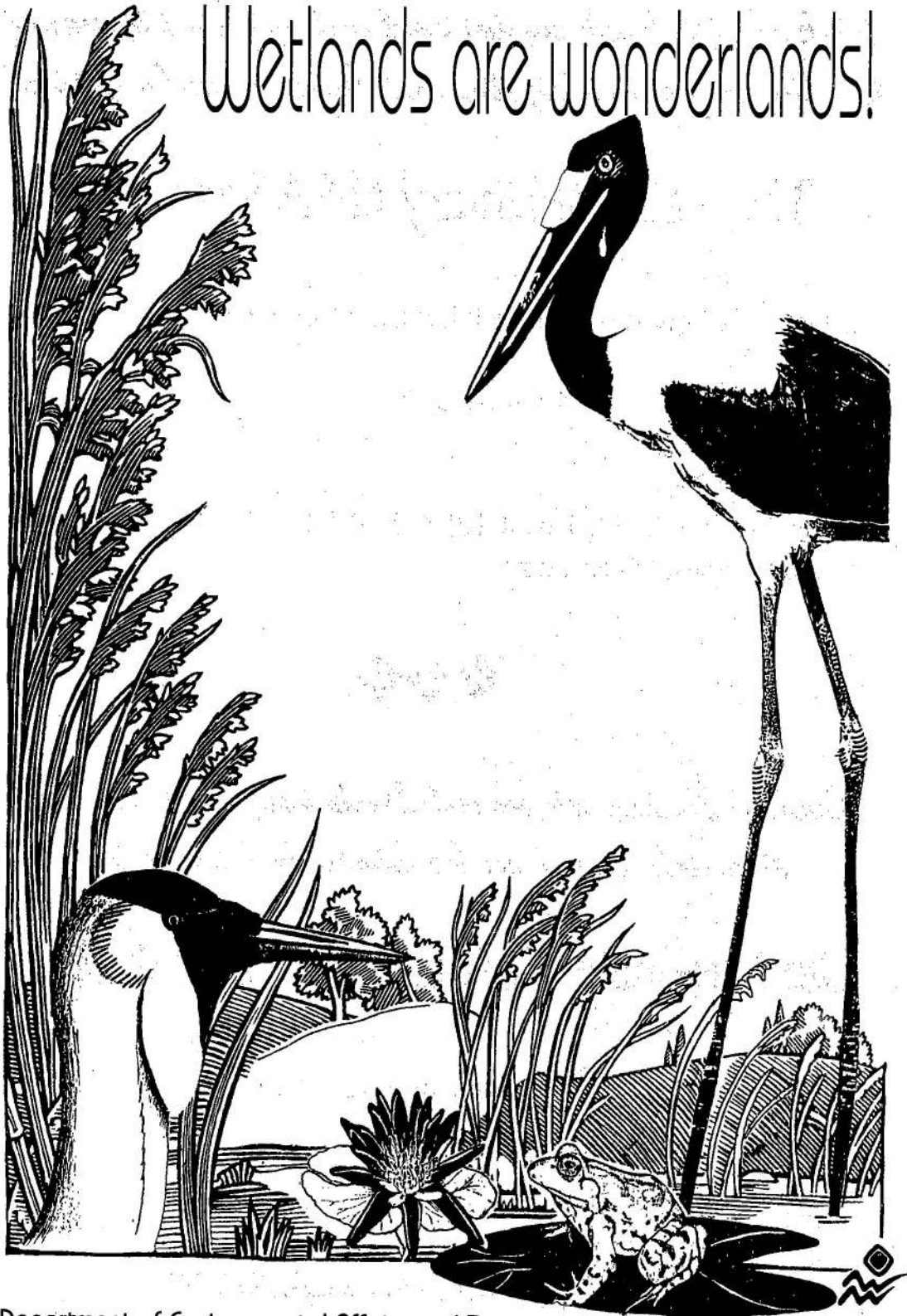
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