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**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 586

14 May 2004

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA:
EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declared that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Canvas Goods Industry, Witwatersrand and Pretoria 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 17 May 2004, and for the period ending 30 June 2004.

M.M.S. MDLADLANA

Minister of Labour

No. R. 586

14 Mei 2004

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE SEILDOEKWARENYWERHEID, WITWATERSRAND EN PRETORIA:
UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hiermee, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Seildoekwarenywerheid, Witwatersrand en Pretoria aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is op die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 17 Mei 2004, en vir die tydperk wat op 30 Junie 2004 eindig.

M.M.S. MDLADLANA

Minister van Arbeid

**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY
(WITWATERSRAND AND PRETORIA)**

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SCHEDULE

BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY (WITWATERSRAND AND PRETORIA)

MAIN COLLECTIVE AGREEMENT

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

Canvas Employer's Organisation

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

National Canvas Union of South Africa (NACUSA)

South African Clothing and Textile Workers Union (SACTWU)

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

being the parties to the Bargaining Council for the Canvas Goods Industry (Witwatersrand and Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed in the Canvas Goods Industry—

1.1.1 by all employers who are members of the employers' organisations and by all employees who are members of the trade unions and who are engaged or employed in the said Industry;

1.1.2 in the Magisterial Districts of Alberton, Benoni, Boksburg {excluding that portion which prior to 6 November 1964 (Government Notice No. 1779 of 6 November 1964), fell within the Magisterial District of Heidelberg}, Brakpan {excluding those portions which, prior to 25 July 1930, 6 November 1964, 1 April 1966 and 1 July 1972

(Proclamation No. 149 of 25 July 1930 and Government Notices Nos. 1779 of 6 November 1964, 498 of 1 April 1966 and 871 of 26 May 1972, respectively), fell within the Magisterial Districts of Heidelberg and Nigel, but including that portion of the Magisterial District of Heidelberg which, prior to 27 November 1970 (Government Notice No. 2095 of 27 November 1970), fell within the Magisterial District of Brakpan), Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp (including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972 (Government Notice Nos. 1105 of 26 July 1963 and 872 of 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp), Pretoria (including those portions of the Magisterial Districts of Groblersdal, Cullinan and Brits, which, prior to 28 November 1941, 30 May 1968 and 1 June 1972 (Proclamation No. 225 of 28 November 1941 and Government Notices Nos. 970 of 30 May 1968 and 872 of 26 May 1972, respectively), fell within the Magisterial District of Pretoria, but excluding the farm Geelbeksley 345), Randburg, Randfontein (excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Phatiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 and Rietfontein 48, but including those portions of the Magisterial Districts Oberholzer and Koster which, prior to 14 August 1953 of 26 July 1963, Government Notices Nos. 1718 of 14 August 1953 and 1105 of 26 July 1963, respectively), fell within the Magisterial District of Randfontein), Roodepoort, Springs and Westonaria (excluding those portions which prior to 1 October 1966 and 1 September 1978 (Government Notices Nos. 476 of 30 September 1966 and 1745 of 1 September 1978), fell within the Magisterial Districts of Vanderbijlpark and Potchefstroom, respectively, but including the portion of the Magisterial District of Vereeniging which, prior to 1 November 1970 (Government Notice No. 1618 of 2 October 1970), fell within the Magisterial District of Westonaria) and Wonderboom.

1.2 Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 7.

1.3 The terms of this Agreement shall not apply to—

1.3.1 non-parties in respect of clauses 1.1.1, 2, 5.6, 6.4 and 8.4;

1.3.2 employees whose wages are not prescribed in the wage schedule contained in Clause 7 of this agreement.

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 2004.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, No. 66 of 1995, shall have the same meaning as in that Act; and unless the contrary intention appears, words implying the masculine gender shall include females, and those signifying the singular shall include the plural and vice versa; furthermore unless inconsistent with the context—

“**Act**” means the Labour Relations Act, No. 66 of 1995;

“**blindhanger**” means an employee who supervises the operation of putting up blinds or awnings and who is engaged in cutting to design or pattern, marking out designs for, and/or drawing plans for, and/or estimating costs of, and/or measuring and/or erecting blinds and/or awnings, and who may fix the frames of such blinds and/or awnings;

“**Council**” means the Bargaining Council for the Canvas Goods Industry (Witwatersrand and Pretoria);

“**Canvas Goods Industry**” or “**Industry**” means without in any way limiting the ordinary interpretation of the term, the industry relating to the making up of goods or articles from any or some of the following materials:

- (i) canvas made from cotton, flax, jute, hemp, or similar decorticated vegetable and/or acrylic fibres or mixtures thereof;
- (ii) rope made from Manila, sisal, cotton, coir or similar decorticated vegetable and/or acrylic fibres or mixtures thereof;

and includes the manufacture of articles from hessian, bunting, calico, webbing and other similar materials, whether unproofed, proofed or otherwise treated: Provided that the production thereof is incidental to the activities described in (i) and (ii) above, and includes the manufacture of articles from a plastic fabric where such articles form part of and are manufactured by employers engaged in the manufacture of the articles described in (i) and (ii) above: Provided further that the said interests shall not include the undertakings, industries, trades or occupations in respect of which the Transnet was registered on 2 October 1991; i.e. Bargaining Council the undertakings, industries, trades or occupations of Transnet Limited known as Spoornet, South African Airways, Autonet, Portnet, Transtel, Transwerk, Promat, Protekon or any other business, undertaking, industry, trade, occupation, unit, department or section of Transnet Limited in the Republic of South Africa, as these undertakings, industries, trades or occupations were constituted on 2 October 1991;

“**chopper-out (unqualified)**” means an employee who cuts out material according to templet or marks by hand or machine;

“**chopper-out (qualified)**” means a chopper-out who has not less than one and a half years' experience;

“**cutter**” means an employee, other than a blindhanger, who marks out material other than by means of a templet, according to measurement or specifications supplied to or made by him and who may cut such material and supervise choppers-out and/or labourers;

"cutter (qualified)" means a cutter who has had not less than two and half years' experience;

"cutter (learner)" means a cutter who has had less than two and a half years' experience;

"daily wage" means the weekly wage divided by the number of hours ordinarily worked per week and multiplied by the number of hours ordinarily worked per day in an establishment;

"driver (deliveries)" means an employee who drives a motor vehicle for the conveyance, delivery and/or distribution of goods and/or manufactured articles and/or raw materials of any establishment, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"driver (staff)" means an employee who drives a passenger vehicle exclusively for the convenience of staff, management and workmen, and not for the conveyance of any materials and equipment of any establishment;

"emergency work" means work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work;

"employee" means any person, excluding an independent contractor, who works for another person or for the state and who receives, or is entitled to receive, any remuneration; and any other person who in any manner assists in the carrying on or conducting the business of an employer;

"establishment" means any place in which any operations in connection with the Industry are carried on and includes any premises where a person is employed in any of the classes of work specified in this agreement;

"experience" means the total period(s) of employment, which an employee has had in the Industry;

"foreman" means an employee with not less than five years' experience in the Industry who is in charge of the employees in an establishment and who exercises control over such employees and is responsible for the efficient performance by them of their duties and who may perform any other duties or operations;

"general assistant" means an employee who—

- (i) assists a foreman or blindhanger in any or all his duties;
- (ii) constructs frames for blinds and/or awnings and fits blinds and/or awnings to such frames;
- (iii) carries out roping, hand-sewing of grommets, hooks and eyes, water-bag mouthpieces, corks, dees and straps;

"general assistant (qualified)" means an employee engaged or occupied with any or all of the occupations of a general assistant and who has had not less than two and half years' experience in any or all such occupations;

"general assistant (unqualified)" means an employee engaged or occupied in any or all the occupations of a general assistant and who has had less than two and a half years' experience in any or all such occupations;

"general worker" and/or "labourer" means an employee wholly or mainly in one or more of the following duties or capacities:

- (1) cleaning or washing premises, animals, machinery, implements, tools, utensils, vehicles or other articles including finished articles;
- (2) lime-washing compounds, latrines, stables, outbuildings and similar buildings and structures;
- (3) loading and unloading;
- (4) lifting, carrying, moving on stacking articles, pushing or pulling any vehicle;
- (5) making and maintaining fires and removing refuse;
- (6) loosening, taking out, breaking or spreading stone, clay or sand, digging trenches or foundations, or other excavation work;
- (7) cutting down, destroying or removing trees or vegetation;
- (8) demolishing buildings or other structures;
- (9) feeding into or taking off from machines, excluding printing machines; feeding into or drawing off from tanks or vats under supervision;
- (10) mixing ash and cement or cement and sand, mortar, concrete, stone or bitumen by hand and spreading concrete or bitumen by shovel, rake, fork or barrow;
- (11) opening or closing doors, boxes, packages, bales, sacks or bags; sealing or preparing empty cardboard containers for use in packaging;
- (12) tending livestock or minding vehicles;
- (13) marking, branding, stencilling or affixing address labels on boxes, bales, sacks or other containers, packages or articles;
- (14) mass, measuring to a set mass meter;
- (15) delivering letters, messages or goods on foot or by means of a bicycle or hand-propelled vehicle;
- (16) preparing soup or making tea or other beverages;

- (17) oiling and greasing machinery or vehicles (other than motor vehicles), barrows and cycles;
- (18) gardening work (e.g. planting under supervision, digging, raking, mowing, spreading, mixing and watering);
- (19) packing articles of uniform size and number into receptacles specially made to contain such articles;
- (20) rolling up material or manufactured articles;
- (21) trimming;
- (22) putting in ropes, knotting cords, knotting strainers;
- (23) painting poles and tent tops, staining wood for tent poles, painting garden furniture;
- (24) knocking in eyelets and/or metal fasteners by hand or machine;
- (25) clamping on metal tips with or without eyelets and/or press studs on web equipment;
- (26) putting wire hooks in ventilating pipes and/or water bag handles, inserting washers;
- (27) painting, dipping, oiling or brushing canvas for waterproofing purposes, dressing canvas;
- (28) drilling or punching holes in walls or lintels under supervision;
- (29) cutting rope and webbing to a set measurement, cutting off threads;
- (30) laying out material preparatory to cutting;
- (31) whipping ends of ropes;
- (32) covering metal supports or brackets for awnings;
- (33) closing, bailing, marking, wrapping up packages;
- (34) filling batteries with distilled water;
- (35) sorting rags or waste material;
- (36) turning the handle of a hand-operated machine;
- (37) folding, unrolling and laying out;
- (38) mending sacks by hand;
- (39) splicing;
- (40) preparing articles for waterproofing by smearing solution on such articles;
- (41) teasing flock and coir, filling mattresses and cushions;
- (42) winding bobbins;
- (43) in the manufacture of waterproof suits—
 - (a) folding and doubling canvas strips other than by machine;
 - (b) sealing seams by attaching strips of canvas previously cut to widths, cutting such strips to predetermined lengths;
 - (c) marking outline of reinforcing patches and facing in predetermined positions;
 - (d) solutioning and pressing down canvas strips by hand;
- (44) in the manufacture of helmets, attaching rubber to canvas by hand in the making of linings;
- (45) vulcaniser attendant;
- (46) in the manufacture of ice-cream containers, securing insulation material and tucking in seams;

"handyman" means an employee who is employed to make minor repairs to machinery or equipment and for the purpose of maintenance to buildings;

"mechanic" means an employee who has served his apprenticeship in a trade designated or deemed to be designated under the apprenticeship Act, 1944, or holds a certificate of proficiency issued to him by the registrar of Apprenticeship in terms of section 6 of the training of Artisans Act, 1951, or a certificate issued to him by the said registrar in terms of either section 2(7) or section 7(3) of the said Act or an employee who has been issued with an appropriate certificate after completing a learnership in terms of the current legislation;

"machinist" means an employee engaged in operating a hand or power-driven sewing machine;

"machinist (heavy machines)" means any machinist, regardless of experience, engaged in operating any sewing machine of the "seven hyphen" class or any sewing machine intended for work equivalent to or heavier than normally performed on a sewing machine of the "seven hyphen" class;

"machinist qualified (other machines)" means a machinist engaged in operating any sewing machine other than described in the definition of "machinist (heavy machines)" who has had not less than one year's experience;

"machinist unqualified (other machines)" means a machinist engaged in operating any sewing machine other than those described in the definition of "machinist (heavy machines)" who has had less than one year's experience;

"night watchman" means an employee who is engaged in guarding property during the night, the major part of whose work falls during the hours of 17:00 and 07:00 or on Sundays or public holidays;

"NACUSA" means the National Canvas Union of South Africa;

"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work;

"public holiday" means any day that is a holiday in terms of the Public Holidays Act, 1994 (Act No. 36 of 1994), or any day declared as such in terms of a Proclamation;

"registered employer's organisation" means an employers organisation registered under section 96 of the Labour Relations Act, 1995;

"registered trade unions" means a trade union registered under section 96 of the Labour Relations Act, 1995;

"Secretary of the Council" means the general secretary of the Council or anyone appointed to act in his place;

"SACTWU" means the Southern African Cotton and Textile Workers' Union;

"trade unions" means NACUSA and SACTWU;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"wage" or "ordinary wage" means the amount of money payable to an employee in terms of clause 7.1 in respect of his ordinary weekly hours of work prescribed in clause 5, and if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 7.1, it means such higher amount;

"welding machine operator" means an employee engaged in operating an electronic high frequency welding machine used in joining coated fabrics.

In classifying an employee for the purpose of determining his main occupation in terms of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. EMPLOYEES

4.1 No employer in the Industry shall employ a person under the age of 15.

5. HOURS OF WORK

5.1 Ordinary hours of work

5.1.1 An employer may not require or permit an employee other than a night watchman to work more than 42 hours per week in respect of establishments which ordinarily work a five-day week and 45 ordinary hours per week in respect of establishments in which employees ordinarily work a six-day week, in respect of which minimum wages are prescribed in clause 7 of this Agreement, which shall subject to clause 5.1.2, be regarded as the usual working hours.

5.1.2 The usual working hours in any week may be distributed throughout the week at the discretion of the employer, who shall cause to exhibit in a conspicuous place within his establishment a notice showing the time on each day to be worked by such employee during the ensuing week: Provided that, subject to the provisions of clause 5.1.3, the usual daily working hours shall not exceed—

5.1.2.1 five hours on one day in any week and eight hours on the remaining days of such week, in the case of establishments in which employees ordinarily work on six days a week;

5.1.2.2 nine hours on any day, in the case of establishments in which employees do not ordinarily work on more than five days a week.

5.1.3 A night watchman may not be required or permitted to work for more than 50 ordinary hours per week.

5.1.4 The hours of work of a driver shall include all periods of driving and all times spent on other work connected with the vehicle or the load and all those times that he remains with the vehicle and ready to work, but shall exclude meal times.

5.1.5 The starting and finishing times and variation of such times in each section or department shall be subject to the fluctuations of operational requirements in the workplace.

5.1 Overtime hours

5.2.1 An employer may not require or permit an employee to work—

5.2.1.1 overtime except in accordance with an agreement;

5.2.1.2 more than ten (10) hours overtime a week;

5.2.2 any agreement in terms of sub-section 5.2.1.1 may not subject to clause 5.2.10, require or permit an employee to work more than twelve (12) hours on any day;

5.2.3 the employer must pay the employee at least one and a half times the employee's ordinary wage for overtime worked;

5.2.4 despite subsection 5.2.3, an agreement may provide for an employer to—

5.2.4.1 pay an employee not less than the employee's ordinary wage in respect of overtime worked and grant the employee at least thirty (30) minutes time off on full pay for every hour of overtime worked; or

- 5.2.4.2 grant an employee at least ninety (90) minutes paid time off for each hour of overtime worked;
- 5.2.5 An employer must grant paid time off in terms of clause 5.2.4 within twelve (12) months of the employee becoming entitled to it.
- 5.2.6 Any agreement concluded in terms of clause 5.2.1.1 with an employee when the employee commences employment, or during the first three (3) months of employment, lapses after one (1) year.
- 5.2.7 Despite the provisions of sub-clause 5.2.1.2, an employer may, if the peak period demands of his business so require, increase the maximum permitted overtime to fifteen (15) hours per week, which maximum overtime hours shall not apply for more than two (2) months in any period of twelve (12) months.

5.3 Meal and other rest intervals

5.3.1 Meal intervals

- 5.3.1.1 An employer may not require or permit an employee to work more than five hours continuously without a meal interval of at least half an hour, provided that—
 - 5.3.1.1.1 periods of work interrupted by intervals of less than one half hour shall be deemed to be continuous;
 - 5.3.1.1.2 if such interval be longer than half an hour, any period in excess of three quarters of an hour shall be deemed to be time worked;
 - 5.3.1.1.3 a driver of a motor vehicle, who during such an interval does not work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this clause not to have worked during such interval.
- 5.3.2 An employer shall grant to each of his employees a rest interval of not less than 10 minutes, as nearly as practicable—
 - 5.3.2.1 in the middle of each first work period in a day;
 - 5.3.2.2 in the middle of each second work period in a day,during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.
- 5.3.3 Save as provided in clauses 5.3.1 and 5.3.2, all hours of work shall be deemed to be continuous.

5.4 Shift-work (permanent or temporary)

- 5.4.1 Shift structures shall be determined at plant level between the employer and employees in the section or department concerned. A copy of the agreement signed by the employer and employees, or the representatives of the majority union shall be forwarded in writing to the Secretary of the Council.
- 5.4.2 Unless otherwise agreed at plant level between an employer and his employees, the following conditions apply to the working of shifts:
 - 5.4.2.1 An employee working shifts may not be required or permitted to work the same shift for more than one week continuously;
 - 5.4.2.2 an employee working night work may not be required or permitted to remain on night work for more than two consecutive weeks.

5.5 Short-time

- 5.5.1 Short time means a temporary reduction in the number or ordinary hours of work as a result of a shortage of work and/or raw materials or a general breakdown of plant or machinery or breakdown or threatened breakdown of buildings, or any other unforeseen work-related circumstances.
- 5.5.2 Employees who are not required to work due to short time shall be informed individually or by notice posted in the department or departments where they work that short time will apply and that their services will not be required.
- 5.5.3 An employer does not have to pay employees, except a night watchman and a driver, for the period that they are on short time: where—
 - 5.5.3.1 short time is due to a shortage of work and/or raw materials, and notice in terms of sub clause 5.5.2 was given to them at least the day before;
 - 5.5.3.2 short time is due to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency, and notice in terms of clause 5.5.2 was given to them the day before: Provided that where notice was not given at least the day before the employer has to pay them for the first hour;
 - 5.5.3.3 short time is due to foreseen market-related situations, and notice in terms of clause 5.5.2 was given to them at least 24 hours before.

5.5.4 Where notice was not given to employees in terms of the above provisions, prior to the short time commencing, and employees are present for work at the ordinary starting time, they are entitled to be employed for at least a half-day or receive half a day's pay. Where notice of short time was not given to employees during the morning and they are present for work in the afternoon, they are entitled to be employed for at least two hours or be paid for two hours.

5.5.5 The provisions of this clause shall not apply to a night watchman.

5.6 Joint working committee

The parties agree to establish a joint working committee within three months of implementation of this Agreement, for the duration of this Agreement to consider the implications of section 9(3) of the Basic Conditions of Employment Act and productivity issues for the Industry.

6. LEAVE AND PUBLIC HOLDINGS

6.1 Annual leave

6.1.1 Every employer shall grant to each of his employees annual leave on full pay of 15 working days in the case of an establishment working a five-day week and 18 working days in the case of an establishment working a six-day week. There shall be an annual leave period of at least 10 consecutive working days and the remaining leave may be taken at times mutually acceptable to the employer and employee. Such leave shall commence on a date arranged between the employer and the employee, but shall not be taken later than 14 months from the date the employee last qualified for leave in terms of paragraph 6.1.2 hereof or from the date the employees entered the service of the employer, whichever date shall be the later.

6.1.2 Qualification for such leave shall be 52 weeks of continuous employment with the same employer, reckoned from the date on which his last annual leave fell due to or from the date he entered the service of the employer, whichever date shall be the later.

6.1.3 Any period during which an employee—

6.1.3.1 is on leave in terms of this subclause; or

6.1.3.2 is absent from work on the instructions or at the request of the employer, or is absent from work owing to illness not exceeding 30 working days during any 12 months of employment; or

6.1.3.3 is under notice or is being paid as a result of a fire in terms of clause 10—
shall be deemed to be employed for the purposes of clause 6.1.2 and 6.1.4 of this subclause.

6.1.4 Upon termination of employment, the employer shall pay to the employee leave pay—

6.1.4.1 in full in respect of any period of leave which has accrued to him in terms of sub clause 6.1.1 of this clause but which was not granted before the date of termination of the employment; and

6.1.4.2 at the rate of three/52nds of the weekly wage in respect of each completed week worked, and at the rate of $5\frac{3}{4}$ per cent of the weekly wage received in respect of each incomplete week worked with the employer after the date on which he last became entitled to leave in terms of clause 6.1.1, or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

6.1.5 No employee shall, for remuneration, engage in his normal occupation during his annual leave, and no employer shall permit any employee covered by this Agreement to engage in his normal occupation during his annual leave.

6.1.6 Leave pay in terms of clause 6.1.1 and 6.1.4.1 shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and shall be paid not later than the working day of his employment, or before the commencement of the said period of leave, as the case may be.

6.1.7 A night watchman shall be granted annual leave of 22 consecutive calendar days for each completed period of 12 months of consecutive employment.

6.1.8 A night watchman's annual leave shall be granted at the reasonable convenience of the employer, but within three months of completion of the year of employment to which it relates.

6.1.9 A night watchman shall be paid, not later than his last working day, a leave allowance of his hourly rate multiplied by 192.

6.1.10 A night watchman who has not worked for 12 consecutive months with an employer when the annual leave starts or when the employee's services are terminated, shall be paid a proportionate share of the holiday pay for every month worked to the amount of one-fourth of his weekly wage for every month worked.

6.1.11 Calculation of leave pay

6.1.11.1 The wage that an employee was receiving before the leave started or before the employee's service was terminated shall be used for calculation of leave pay. The leave pay for employees on shift work shall be calculated on the basis of a 42-hour week.

- 6.1.11.2 Employment to 15 consecutive calendar days shall be considered a month for the purpose of calculating leave pay.
- 6.1.12 Continuous employment includes any period during which an employee—
- 6.1.12.1 is on annual leave;
 - 6.1.12.2 is absent from work on the instructions or at the request of his employer;
 - 6.1.12.3 is absent from work due to illness; or
 - 6.1.12.4 is absent from work on maternity leave
- 6.1.13 Where an employee is absent due to illness for more than three consecutive days and cannot give the employer a medical certificate, or where the employee is absent for longer than 30 days due to illness, clause 6.1.12.3 will not apply.
- 6.1.14 A female employee who is on maternity leave or goes on maternity leave during the annual leave period is entitled to leave pay calculated up to the date when she went on maternity leave. When such an employee returns from maternity leave, she will be entitled to the difference in the leave pay which accrued during her absence on maternity leave.
- 6.2 Work on public holidays and Sundays**
- 6.2.1 Public holidays shall be granted in terms of the Public Holidays Act, No. 36 of 1944.
 - 6.2.2 When a public holiday falls on a Sunday, the following Monday will be a holiday.
 - 6.2.3 Where an employee works on a public holiday, he shall be paid for his time worked as well as the pay he would have received if he had not worked.
 - 6.2.4 Where an employee's service is terminated in the week in which Good Friday falls, he shall be entitled to payment for Good Friday and Family Day, unless his service was terminated for disciplinary reasons.
 - 6.2.5 When a public holiday falls on a Saturday and it is a normal working day, employees shall be paid in terms of Section 5(1)(b) of the Public Holidays Act, 1994.
 - 6.2.6 Public holidays shall be paid holidays, whether or not such holidays falls on a working day. Pay for public holidays shall be the amount paid for the longest day ordinarily worked by the establishment. Provided that an employee who is required by his employer to work on the working days immediately preceding and immediately following any of the said public holidays and who absents himself from work on either such working days shall not be paid for such holiday unless absent with the permission of his employer or unless a medical certificate in respect of the period of absence is submitted to the employer.
 - 6.2.7 Should any of the holidays mentioned in the preceding paragraph fall within the period of annual leave, the employer shall have the option whether or not to extend such leave on full pay by one or more of such holidays: Provided that, if the employer does not extend the leave, the employee's holiday pay shall be calculated as if such leave had been extended and the employee shall, in addition, be paid in the usual way for all time worked before and after going on leave.
- 6.3 Maternity leave**
- 6.3.1 An employee is entitled to at least four consecutive months' maternity leave.
 - 6.3.2 An employee may commence maternity leave—
 - 6.3.2.1 at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - 6.3.2.2 on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
 - 6.3.3 No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 6.4 Shop stewards' leave**
- 6.4.1 In an establishment employing more than 20 employees, the shop stewards collectively shall be entitled to a maximum of 10 days' leave per annum per establishment for training purposes, with the proviso that training workshops are not held over more than two consecutive days. In those establishments employing less than 20 employees, shop stewards collectively shall be entitled to a maximum of five days' leave per annum.
 - 6.4.2 Shop stewards at the same workplace may pool their leave entitlement in terms of this clause for use by one or more shop stewards in the same workplace.
 - 6.4.3 Where a shop steward vacates his office for any reason, the shop steward elected in his place will only be entitled to the balance of leave.

6.5 Family responsibility leave

- 6.5.1 This section applies to an employee—
- 6.5.1.1 who has been in employment with an employer for longer than four months; and
 - 6.5.1.2 who works at least four days a week for that employer.
- 6.5.2 An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take—
- 6.5.2.1 when the employee's child is born;
 - 6.5.2.2 when the employee's child is sick; or
 - 6.5.2.3 in the event of the death of—
 - 6.5.2.3.1 the employee's spouse or life partner; or
 - 6.5.2.3.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 6.5.3 Subject to clause 6.5.5, an employer must pay an employee for a day's family responsibility leave—
- 6.5.3.1 the wage the employee would ordinarily have received for work on that day; and
 - 6.5.3.2 on the employee's usual pay day.
- 6.5.4 An employee may take family responsibility leave in respect of the whole or a part of the day.
- 6.5.5 Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in clauses 6.5.2.1 to 6.5.2.3.2 for which the leave was required.
- 6.5.6 An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
- 6.5.7 However, these provisions do not prevent an employee requesting additional family responsibility leave. Such application must be motivated by the employee concerned, and submitted with reasonable proof of an event contemplated in terms of section 27 (5) of the Basic Conditions of Employment Act. While the granting of additional family responsibility leave is at the discretion of the employer, motivated applications should not be unreasonably refused.

6.6 Sick leave

- 6.6.1 In this chapter "sick leave cycle" means the period of 36 months' employment with the same employer immediately following—
- 6.6.1.1 an employee's commencement of employment; or
 - 6.6.1.2 the completion of that employee's prior sick leave cycle.
- 6.6.2 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 6.6.3 Despite clause 6.6.2, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- 6.6.4 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of clause 6.6.2 by the number of days' sick leave taken in terms of clause 6.6.3.
- 6.6.5 Subject to clause 6.7, an employer shall pay an employee for a day's sick leave—
- 6.6.5.1 the pay the employee would ordinarily have received for work on that day; and
 - 6.6.5.2 on the employee's usual pay day.
- 6.6.6 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this section if—
- 6.6.6.1 the number of days of paid leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - 6.6.6.2 the employee's entitlement to pay—
 - 6.6.6.2.1 for any day's sick leave is at least 75% of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
 - 6.6.6.2.2 for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of subsection 6.6.2.

6.7 Proof of incapacity

- 6.7.1 An employer is not required to pay an employee in terms of section 6.6 if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.
- 6.7.2 The medical certificate shall be issued and signed by a registered medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- 6.7.3 If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of clause 6.7.1 unless the employer provides reasonable assistance to the employee to obtain the certificate.

7. REMUNERATION**7.1 Wages and wage rates**

- 7.1.1 Subject to the provisions of clauses 7.1.2, 7.1.3 and 7.3 of this Agreement, no employer shall pay and no employee shall accept for his particular class of work less than the below:

<i>Class of work</i>	<i>Per week</i>	<i>Category</i>
(a) Blindhanger.....	R630,42	Skilled
(b) (i) Chopper-out (unqualified):		
First six months	R448,96	Unskilled
Second six months	R470,11	Semi-skilled
Third six months	R488,35	Semi-skilled
(ii) Chopper-out (qualified):.....	R513,90	Skilled
(c) (i) Cutter (learner):		
First six months	R479,16	Unskilled
Second six months	R511,79	Semi-skilled
Third six months	R531,47	Semi-skilled
Fourth six months	R556,21	Semi-skilled
Fifth six months	R588,24	Semi-skilled
(ii) Cutter (qualified)	R599,87	Skilled
(d) (i) Driver (deliveries) of motor vehicle with an unladen mass of—		
up to 450 kg	R448,96	Skilled
over 450 kg to 2 750 kg	R453,49	Skilled
over 2 750 kg to 4 550 kg	R515,41	Skilled
over 4 550 kg	R535,83	Skilled
(ii) Driver (staff)	R448,96	Skilled
(e) Foreman	R784,64	Skilled
(f) (i) General assistant (unqualified):		
First six months	R448,96	Unskilled
Second six months	R470,11	Semi-skilled
Third six months	R489,75	Semi-skilled
Fourth six months	R515,41	Semi-skilled
Fifth six months	R540,20	Semi-skilled
(ii) General assistant (qualified)	R602,77	Skilled
(g) Handyman	R525,64	Semi-skilled
(h) Mechanic	R636,23	Skilled
(i) Machinist (heavy machines)	R599,87	Skilled
(j) (i) Machinist unqualified (other machines):		
First six months	R448,96	Unskilled
Second six months	R479,16	Semi-skilled
(ii) Machinist qualified (other machines)	R514,77	Skilled

<i>Class of work</i>	<i>Per week</i>	<i>Category</i>
(k) Night watchman	R476,14	Unskilled
(l) Not elsewhere specified	R448,96	Unskilled
(m) Welding machine operator	R461,04	Skilled
(n) General worker/labourer	R470,11	Unskilled

7.1.2 An employee who at the date of publication of this Agreement is employed at rates of remuneration more favourable to him than those prescribed in this clause for an employee of his class shall continue to receive such remuneration while he is in the service of the same employer.

7.1.3 No portion of the operation of putting up blinds or awnings shall be carried out except under the supervision of a foreman or blindhanger.

7.1.4 Basis of contract: For the purposes of this clause, the basis of contract of employment of an employee shall be weekly and, save as provided in clause 7.1.6, an employee shall be paid in respect of a week not less than the full weekly wage prescribed in clause 7.1.1, read with clause 7.1.2, for an employee of his class, whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 5 or less.

7.1.5 Wages shall be paid in cash weekly during ordinary business hours and not later than Friday, unless an employer and his employees agree at plant level to a different method of payment. Each employee's wages shall be placed in a sealed envelope with the following details appearing on the outside in indelible writing:

- Employee's full name
- Hourly rate
- Pay for work on Sundays
- Hours worked:
 - (i) Ordinary hours.
 - (ii) Overtime.
- Amount due
- Deductions
- P.A.Y.E.
- Unemployment Insurance Fund
- Sick benefit fund
- Provident fund
- Insurance or pension fund
- Trade union subscriptions
- Council levies
- Net earnings
- Employer
- Date

7.1.6 **Deductions**

No deductions shall be made from an employee's pay except for the following:

- 7.1.6.1 Where the employee was absent from work other than on the instructions or at the request of his employer, a deduction proportionate to his period of absence;
- 7.1.6.2 provident fund, sick fund, pension funds or saving funds contributions (approved by the Council);
- 7.1.6.3 contributions and levies to the Council or Council funds;
- 7.1.6.4 for payment of money on behalf of an employee that an employer is forced to make through a court order or legal process;
- 7.1.6.5 with written consent from the employee, deductions for any trade union funds (only trade unions that are parties to the Council).

7.1.7 No premium for the training of an employee shall be charged or accepted by an employer, except in terms of a training scheme to which an employer is legally required to contribute.

7.1.8 **Learners**

An employee who is promoted to, or re-engaged on an operation with a higher prescribed rate of pay and for which a learnership scale is prescribed, shall become a learner on that operation and shall be paid that notch of the learnership scale which is immediately higher than the rate on his previous operation.

7.1.9 Remuneration due to a deceased employee

Where a dependant of a deceased employee can provide proof to an employer of the death of the employee, the employer may pay any wages still owing to such deceased, to the dependant. The estate of the deceased employee will not have any claim on the employer.

7.1.10 Acting allowance

An employee who has to perform for a temporary period an operation for which a higher wage is prescribed, shall be paid the higher rate for the time worked on that operation. An employee who temporarily has to perform an operation for which a lower rate is prescribed shall be paid the wage he received before working on that operation.

7.1.11 Incentive schemes

Incentive schemes shall be negotiated at plant level. A copy of the agreement, signed by the employer and representatives of the majority trade union, shall be forwarded in writing to the Secretary of the Council.

7.2 Overtime rates

7.2.1 An employee, excluding a night watchman, shall be paid for overtime on the following basis:

7.2.1.1 where he works before or after his usual starting time on Monday to Friday and/or Saturday morning, one and a half times his hourly rate;

7.2.1.2 where the normal working week is completed between Monday and Friday and an employee is required to work on a Saturday morning, provided such employee has completed 42 hours of work between Monday and Friday, one and a half times his hourly rate;

7.2.1.3 where an employee works overtime on a Sunday, he shall be paid at double his hourly rate, alternatively he shall be paid his ordinary hourly rate plus be given a day's paid leave within seven days of such Sunday.

7.2.2 A night watchman shall be paid overtime on the following basis:

7.2.2.1 where he works after his normal finishing time, his hourly rate plus time and a half;

7.2.2.2 where he works on his night off, double his hourly rate.

7.2.3 Where an employee is remunerated on a basis other than the time worked by him, his ordinary hourly rate of remuneration for the purpose of calculating his overtime shall be calculated by dividing his total remuneration for the previous three months or the total period of employment, whichever is the shorter, by the number of hours actually worked by him over the same period.

7.3 Differential wage

7.3.1 An employer who requires or permits a member of one class of his employees, other than a labourer, to perform for longer than one hour in the aggregate on any day and an employer who requires or permits a labourer to perform for any period on any day, either in addition to or instead of his own work, work of another class for which either—

7.3.1.1 a wage higher than that of his own class; or

7.3.1.2 a rising scale of wages terminating in a wage higher than that of his own class as prescribed in clause 7.1.1, shall pay to such employee a wage for all the ordinary hours of work of the factory on that day.

7.3.2 In the case referred to in paragraph 7.3.1.2 above, at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

7.3.3 in the case referred to in paragraph 7.3.1.2 above, at the rate for each hour equal to the weekly wage prescribed in clause 7.1.1 for an employee of his class plus 30 per cent divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wages prescribed for him in clause 7.1.1: Provided further that where the sole difference between classes is, in terms of clause 7.1.1, based on experience, the provisions of this clause shall not apply.

7.4 Annual bonus

7.4.1 Employees in the Industry shall be paid, on the last day of each year, an annual bonus.

7.4.2 In order to qualify for the annual bonus, an employee must be in employment with his employer on the last working day of the year, and must have completed at least seven months' employment with that employer.

7.4.3 The annual bonus shall be paid as follows:

7.4.3.1 0–6 months with employer—no bonus.

7.4.3.2 7–12 months with employer—two weeks pro rata.

7.4.3.3 13–24 months with employer—two weeks wages.

7.4.3.4 25 months or more with employer—three weeks wages.

7.5 Long service bonus

7.5.1 An additional bonus for long service shall be paid annually to employees, on the last working day of the year, as follows:

7.5.1.1 10–12 years' service—equivalent of one days' wages.

7.5.1.2 13–14 years' service—equivalent of two days' wages.

7.5.1.3 15 years' service and over—equivalent of three days' wages.

7.6 Piecework

7.6.1 An employer may require or allow his employees to work piecework or another system by which earnings are based on quantity or output of work done: Provided that he obtains the written consent of the Council.

7.6.2 If there is introduced into an incentive scheme a condition which has the effect of providing that output below the target fixed for incentive purposes shall be carried forward and deducted from future production before determining the bonus payable, there shall be added a proviso which precludes the deduction of such shortfall from any production achieved later than the close of the last pay week, i.e. the day up to which the wages are calculated, in the calendar month in which the shortfall occurred.

7.6.3 In granting the consent mentioned in clause 7.6.1 of this clause, the Council may impose any other conditions it deems fit.

7.6.4 Any dispute arising out of an incentive scheme may be referred to the Council which shall appoint a sub-committee consisting of two members and the secretary of the Council to investigate and arbitrate in such dispute. The decision of such subcommittee shall be binding on the employer and the employees concerned in such dispute.

7.6.5 An employee employed on piecework for any period shall be paid the full amount earned under the piecework rates, subject to clauses 7.6.2, 7.6.3 and 7.6.4: Provided that, irrespective of the amount of piecework performed, such employee shall in respect of such period be paid not less than the remuneration which would have been payable to him had he been employed as a time worker during such period.

7.7 Outwork

7.7.1 No employer shall require or allow any of his employees to undertake any work in the Industry, including repairing and assembling, elsewhere than in his establishment, except when such work is in execution or completion of an order placed with such employer and, the nature of the jobs such that it cannot be performed in the establishment.

7.7.2 No employee shall solicit or take orders for or undertake any work in the Industry on his own account for sale and/or gain and/or on behalf of any other persons or firms whilst in the service of an employer engaged in the Industry.

8. ORGANISATIONAL RIGHTS

8.1 Officials of the party trade unions shall be given every reasonable facility by employers to organise employees.

8.2 Deduction of trade union subscriptions

8.2.1 Every employer shall deduct weekly from the earnings of each of his employees, current subscription fees due to the party trade unions by their employees in accordance with the rates of fees payable as notified to the employer by the Secretary of the party trade unions from time to time.

8.2.2 Such deduction shall also be made when an employee is being paid in terms of clauses 6, 9, and 10 of this Agreement and shall be made in full event in the event of any employee being paid less than a full week's wages.

8.3 Shop stewards

8.3.1 Members of trade union parties to the Council shall be entitled to elect one or more shop stewards in a workplace in terms of section 14(2) of the Act.

8.3.2 An employer shall give full recognition to such shop stewards and provide them with reasonable meeting facilities.

8.3.3 An employer shall consult with these shop stewards on matters relating to disagreements and to the working conditions of the employees generally.

8.4 Trade union representatives on the Council

Employees shall give any of their employees who are representatives on any committee of the Council every facility to attend to their duties in this regard.

9. TERMINATION OF EMPLOYMENT**9.1 Notice**

9.1.1 Subject to the provisions of the Act regarding termination of employment, an employer or employee shall give at least one week's notice in writing of the intention to terminate the contract of employment. Such notice shall consist of five working days and shall take effect from the date on which it is given. The employer and employee may agree to a longer notice provided that the period of notice applied equally to both employer and employee.

9.1.2 Shorter notice is possible in the following circumstances:

9.1.2.1 An employee may give notice of one day where he has been working short time for more than two consecutive days in a week.

9.1.2.2 An employer or employee may give notice of one day during the first two weeks of employment of an employee who has had previous experience in the Industry.

9.1.3 An employer who does not need the employee to work during the notice period may pay him instead of notice.

9.1.4 The notice period may not fall within the annual leave period.

9.1.5 An employee who is dismissed without notice shall be paid a full week's pay instead of notice, unless the employee was dismissed for a cause recognised by law as sufficient.

9.1.6 By notifying the employee and the Council in writing, an employer shall be entitled to summarily terminate the contract of employment without notice where an employee has been absent from work due to illness for periods in excess of—

9.1.6.1 45 consecutive days in the case of employees with up to three years' service;

9.1.6.2 60 consecutive days in the case of employees with between three and five years' experience;

9.1.6.3 90 consecutive days in the case of employees with more than five years' experience:

Provided that an employee shall qualify for these lengthy periods of absence only where a valid medical certificate is provided to the employer within the first five working days of illness. An employer shall furthermore be entitled to temporarily replace the services of an employee who is absent due to illness and to terminate the services of such temporary employee by giving notice in terms of clause 9.1.1 above.

9.2 Severance pay

9.2.1 Where an employee's services are terminated for operational reasons, closures or liquidations, the employer shall pay him severance pay of one week's pay for each completed year of service with the same employer.

9.2.2 An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer should not be entitled to severance pay in terms of 9.2.1.

9.2.3 The payment of severance pay in compliance with this clause shall not affect an employee's right to any other amount payable in terms of this Agreement.

9.2.4 Severance pay will be dealt with in accordance with the provisions of the Labour Relations Act with regard to insolvencies and liquidations.

9.3 Retirement

Severance pay as set out above shall be payable on retirement only if an employee has completed five years' continuous service on reaching the stipulated retirement age of 60 years and has contributed for less than five years to a retirement fund which has been recognised and approved by the Council. In such cases, severance pay will be paid on a sliding scale as follows:

9.3.1 *5 years without participating in provident fund:* One week's pay multiplied by a factor of 10.

9.3.2 *4 years without participating in provident fund:* One week's pay multiplied by a factor of 8.

9.3.3 *3 years without participating in provident fund:* One week's pay multiplied by a factor of 6.

9.3.4 *2 years without participating in provident fund:* One week's pay multiplied by a factor of 4.

9.3.5 *1 year without participating in provident fund:* One week's pay multiplied by a factor of 2.

9.4 Service certificates

An employer shall issue an employee leaving his service with a service certificate in the form of Annexure A.

10. INSURANCE OF WAGES IN CASE OF FIRE

10.1 An employer shall be insured with a registered insurance company against the loss of wages due to fire.

10.2 The policy shall be for an amount of one week's wages for all his employees.

10.3 On the request of the Council, the employer shall produce a certificate within 14 days from the insurance company certifying that he is covered in terms of the requirements of this clause.

10.4 Should the employer be unable to insure the employees' wages in terms of this clause, he shall, within two months of this Agreement coming into operation or within two months of commencing business in the Industry, lodge with the Council an amount equal to one week's wages of his employees.

10.5 Money lodged with the Council in terms of clause 10.4 shall be invested in a special trust investment account and remain the property of the employer until paid to employees. Any interest earned on the money so invested shall accrue to the general funds of the Council.

11. EXEMPTIONS

- 11.1 In terms of section 32 of the Act, the Council hereby establishes an Independent Exemptions Body (hereinafter referred to as "the Board") which will consider any appeal brought against the Council in respect of the refusal by Council to grant an exemption, whether to a party or non-party, or to consider any appeal against the withdrawal of an exemption by the Council. The Board shall consist of a member from the Arbitration and Mediation Services of South Africa panel.
- 11.2 All applications for exemption shall be in writing on the specified form and shall initially be addressed to the Secretary of the Council.
- 11.3 All applications for exemption shall be fully reasoned and substantiated, and such reasons and substantiation shall include the following details:
- 11.3.1 The period for which the exemption is required.
 - 11.3.2 The Agreement and the subclauses of the Agreement from which exemption is required.
 - 11.3.3 Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultations, either in support of or against the application, are to be included with the application.
 - 11.3.4 The specific alternate conditions that will apply should the exemption be granted.
 - 11.3.5 Financial documents in support of the application to the satisfaction of the Council or the Board, as the case may be.
- 11.4 Upon receipt of valid application for exemption the Secretary of the Council shall place the application for exemption on the agenda of the next Council Executive Committee meeting.
- 11.5 The Council shall consider and decide on any application within 30 days of it being received by the Council: Provided that Council may defer a decision to a later meeting if additional motivation, substantiation or information is considered necessary to decide on the application for exemption. The Council may determine the appropriate form of the hearing, but could provide for any party that has a material interest in the application to make submissions and address arguments to the Council.
- 11.6 In the event that Council does not consider an application for exemption within 30 days of receipt of the application, the Secretary of the Council shall forthwith refer the application to the Board for determination.
- 11.7 The Council and/or the Board shall have reference to the following criteria in considering and deciding on any application for exemption:
- 11.7.1 The exemption applied for may not in conflict with the primary objects of the Act.
 - 11.7.2 It shall not grant exemption unless it has formed the opinion that failure to grant exemption would seriously prejudice the applicant.
 - 11.7.3 It shall consider the interests of the Industry, taking into account whether the granting of the exemption would—
 - 11.7.3.1 unfairly undermine the collective bargaining process;
 - 11.7.3.2 in general adversely affect job security;
 - 11.7.3.3 interfere with fair competition between manufacturers in the Industry;
 - 11.7.3.4 interfere with fair competition for jobs between workers in the Industry;
 - 11.7.3.5 encourage unfair exploitation of workers;
 - 11.7.3.6 cause health and safety to be adversely affected;
 - 11.7.3.7 undermine training in the Industry.
 - 11.7.4 In the event that the applicant is a manufacturer, the Board shall take into account how the granting of exemptions would affect the manufacturer's—
 - 11.7.4.1 financial position;
 - 11.7.4.2 competitive position;
 - 11.7.4.3 productivity;
 - 11.7.4.4 workers' job security;
 - 11.7.4.5 workers' benefits in terms of this Agreement.
 - 11.7.5 The Board shall have regard to the degree to which the granting of exemption would affect the viability of funds or schemes operated by the Bargaining Council.
 - 11.7.6 The Board shall take into account whether the granting of exemption would adversely affect labour relations at sectoral level.
- 11.8 The Board shall conduct its proceedings in a manner that it considers appropriate in order to determine the application fairly and quickly, but shall deal with the substantial merits of the application with a minimum of legal formalities.

- 11.9 Subject to the discretion of the Board as to the appropriate form of the proceedings, the applicant, the Council and any representative of the parties may give evidence, call witnesses, question witnesses of any party and address arguments to the Board.
- 11.10 Within 14 days of the conclusion of the proceedings, the Board must issue a decision, with reasons, which shall have the same effect as an arbitration award.
- 11.11 In accordance with a decision made in terms of clauses 11.5 or 11.0, or where the Board or the Council grants an exemption, the Secretary of the Council shall issue a licence of exemption setting out—
 - 11.11.1 the applicant's name;
 - 11.11.2 the clauses from which the exemption has been granted;
 - 11.11.3 any conditions relating to the exemption;
 - 11.11.4 the period of the exemption;
 - 11.11.5 the reasons for the exemption being granted.
- 11.12 If an application is refused, or if Council makes a decision to withdraw an exemption already granted, the Council shall communicate to the applicant its reasons for not granting the application or for withdrawing an exemption, in whole or part.
- 11.13 Where the Council deems fit, on good cause, to withdraw any exemption granted by it, it shall give two weeks' notice to the applicant, whether or not the time period of the exemption has expired. Where an exemption has been granted by the Board and Council seeks, on good cause, to withdraw such exemption, it shall make application to the Board to withdraw the exemption.
- 11.14 An applicant for an exemption may lodge an appeal against a Council decision to refuse or to withdraw an exemption.
- 11.15 The Secretary shall make the necessary arrangements to constitute the Board established by clause 11.1.
- 11.16 The Secretary of the Council shall provide the Board with the details and documentation of the application for exemption. In addition, the Secretary shall provide the necessary services to the Board so as to ensure its smooth operation.
- 11.17 The Secretary of the Council shall—
 - 11.17.1 retain a copy of any certificate of exemption;
 - 11.17.2 forward to the employer and employees a copy of the certificates, which shall be kept available for inspection at all times, and in addition it shall be posted on the employer's notice board; and
 - 11.17.3 report back to the Council on the outcome of all deliberations of the Board.

12. ENFORCEMENT OF AGREEMENT AND RESOLUTION OF DISPUTES

- 12.1 The Council may appoint one or more specified persons and may nominate them for appointment by the Minister as designated agents in terms of section 33 (1) of the Act to attempt to resolve a dispute or to investigate an alleged contravention and for purposes of routine inspection to enforce compliance with this Agreement.
- 12.2 If there is a dispute about the interpretation or application and enforcement, of any provisions of the Agreement, any party to the dispute may refer the dispute in writing to the Council.
- 12.3 The party who refers the dispute must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.
- 12.4 The Council must attempt to resolve the dispute through conciliation in terms of the guidelines as contained in Annexure D.
- 12.5 The Secretary of the Council may require a designated agent to investigate the dispute.
- 12.6 The designated agent may investigate the facts surrounding the dispute and if the designated agent has reason to believe that there has been a contravention of this Agreement, the designated agent may endeavour to secure compliance with the agreement through conciliation in terms of the guidelines as contained in Annexure D.
- 12.7 The designated agent shall submit to the Secretary a written report on the steps taken to secure compliance and the outcome thereof.
- 12.8 Should a party to such dispute, at a date set down for conciliation, object to the designated agent acting as a conciliator, the Council may, upon request of any such party to the Secretary of the Council, refer the dispute to conciliation by—
 - 12.8.1 a conciliator experienced in labour conciliation as mutually agreed upon by the parties to the dispute in terms of the guidelines contained in Annexure D;
 - 12.8.2 the commission for Conciliation, Mediation and Arbitration; or
 - 12.8.3 an accredited agency.

Which shall endeavour to secure compliance with this Agreement through conciliation in terms of the conciliation guidelines contained in Annexure D.

- 12.9 If no consensus can be reached between the parties in terms of clause 12.8.1, the dispute shall be referred to one of the conciliators referred to in clause 12.8.2 and 12.8.3.
- 12.10 If the dispute referred to under clause 12.2 and 12.9 has been certified as unresolved, any party to the dispute may request the Secretary of the Council to refer the dispute to arbitration by—
- 12.10.1 an arbitrator experienced in labour arbitration as mutually agreed upon by the parties to the dispute;
 - 12.10.2 the Council, provided it has been accredited to conduct arbitrations;
 - 12.10.3 the Commission for Conciliation, Mediation and Arbitration; or
 - 12.10.4 an accredited agency,
- and the certificate issued shall describe the dispute the terms of which shall constitute the terms of reference of the arbitration to be conducted.
- 12.11 If no consensus can be reached between the parties in terms of 12.10.1, the dispute shall be referred to one of the conciliators referred to in clause 12.10.3 and 12.10.4.
- 12.12 If in the course of performing his duties, a designated agent discovers what appears to be a contravention of this Agreement, the designated agent shall—
- 12.12.1 investigate the alleged contravention;
 - 12.12.2 endeavour to secure compliance with the Agreement through conciliation;
 - 12.12.3 submit a report to the Secretary on the investigation, the steps taken to secure compliance, and the outcome thereof, and describe the issues in dispute and;
 - 12.12.4 certify that the matter is either resolved or unresolved.
- 12.13 Should any party to such alleged contravention, as contemplated in clause 12.12 at a date set down for conciliation object to the designated agent as conciliator, the Council may, upon the request of any of such party to the Secretary of the Council, refer the alleged contravention to conciliation by—
- 12.13.1 a conciliator experienced in labour conciliation as mutually agreed upon between the parties to the dispute;
 - 12.13.2 the Commission for Conciliation, Mediation and Arbitration; or
 - 12.13.3 an accredited agency.
- which shall endeavour to secure compliance with the agreement through conciliation, and certify that the matter is either resolved or unresolved.
- 12.14 If no consensus would be reached between the parties in terms of 12.13.1, the dispute must be referred to one of the conciliators referred to in clause 12.13.2 or 12.13.3.
- 12.15 On receipt of the report, as contemplated in clause 12.12.3, the Secretary may—
- 12.15.1 require a designated agent to conduct further investigations; or
 - 12.15.2 if further conciliation is indicated, refer the alleged contravention to the Dispute Setting Committee of the Council; or
 - 12.15.3 issue a compliance order; or
 - 12.15.4 refer the alleged contravention for arbitration by—
 - 12.15.4.1 an arbitrator experienced in labour arbitrations as mutually agreed upon between the parties;
 - 12.15.4.2 the commission for Conciliation, Mediation and Arbitration; or
 - 12.15.4.3 an accredited agency.
- 12.16 The description of the dispute set out in the certificate issued in terms of clause 12.12.4 shall constitute the terms of reference of the arbitration to be conducted.
- 12.17 If no consensus can be reached between the parties in terms of 12.15.4.1, the dispute must be referred to one of the conciliators referred to in clause 12.15.4.2 or 12.15.4.3.
- 12.18 On receipt of the certificate issued in terms of clause 12.12.4, the Secretary may—
- 12.18.1 take such steps to give effect to any such agreement reached in the event of the contravention issued having been resolved; or
 - 12.18.2 refer the alleged contravention to arbitration by—
 - 12.18.2.1 an arbitrator experienced in labour arbitrations as mutually agreed upon between the parties;
 - 12.18.2.2 the Commission for Conciliation Mediation and Arbitration;
 - 12.18.2.3 an accredited agency.
- 12.19 The description of the dispute set out in the certificate issued in terms of clause 12.12.4 shall constitute the terms of reference of the arbitration to be conducted.

- 12.20 The Secretary may apply to the CCMA to certify the arbitration award in terms of section 143 (3) of the Act or apply to the Labour Court under section 143 (3) of the Act by way of contempt proceedings.

13. ADMINISTRATION OF THE AGREEMENT

- 13.1 The Council is responsible for the administration and enforcement of this Agreement and may issue expressions of opinion not inconsistent with this Agreement as a guideline to employers and employees.
- 13.2 The Council may appoint one or more agents to assist in giving effect to this Agreement.
- 13.3 An employer shall permit such agents to enter the workplace, make inquiries, examine books, documents, wage records, pay envelopes and pay tickets and question any individual necessary in order to determine whether the Agreements is being complied with.

14. AMENDMENTS TO THIS AGREEMENT

- 14.1 Other than amendments to provisions relating to substantive terms and conditions of employment, amendments to this Agreement may be requested by any party to this Agreement during the duration of this agreement or any renewal thereof, subject to the following:
- 14.1.1 Doubt or a dispute over the interpretation or application of the part requested to be amended must exist.
- 14.1.2 Such doubt or dispute must be a consequence of the parties attempts at the rewording of such part during the simplification exercise; and
- 14.1.3 It must be possible to resolve the doubt or dispute by reference to the wording of the part in question as it had existed in terms of the Agreement prior to the simplification exercise.
- 14.2 Any such dispute or request for amendment shall be referred to the Executive Committee of the Council for resolution.
- 14.3 The Executive Committee shall resolve the relevant dispute by—
- 14.3.1 reverting back to the wording of the part in the Agreement prior to the simplification process; or
- 14.3.2 by a consensual amendment of the wording of the part to give effect to the true meaning of the part.

15. COUNCIL FUNDS

- 15.1 For the purposes of meeting the expenses of the Council, every employer shall deduct 50 cents per week from the earnings of each of his employees.
- 15.2 To the amount so deducted, the employer shall add a like amount per week per employee and forward it not later than the 10th day of the month following that in terms of which the deducting were made the total sum to the secretary of the Council, PO Box 9890, Johannesburg, 2000, together with a statement giving the names of employees and the period covered by the payment.
- 15.3 Such deduction and addition shall also be made when an employee is being paid in terms of clauses 6.1.1, 9 and 10.1 of this Agreement and shall be made in full even in the event of any employee being less than a full week's wages.
- 15.4 The Council may, whenever it considers such a step necessary, either increase or reduce the amount to be deducted, or suspend deductions for a period or periods, which it shall specify.

16. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed a legible copy of this Agreement in an official language in his establishment in a conspicuous place, where it is readily accessible to his employees.

17. SICK FUND

- 17.1 The Canvas Goods Sick Fund (hereinafter referred to as "the Fund"), established under Government Notice R. 2084 of 29 December 1939, is hereby continued.
- 17.2 For the purpose of meeting the expenses of the Fund, every employer shall make the following contributions in respect of employees actually being paid the remuneration stated below, one half of which shall be deductible from the remuneration of the employees:

<i>Wages per week payable</i>	<i>Weekly contributions</i>
From R225,00 per week upwards	R16,00

Stamps having a face value equal to the weekly contribution in respect of each employee shall be purchased by the employer from the Council and inserted by him in such employee's sick Fund book not later than the last day of the month in respect of which the contributions are due. Such books shall be provided by the Council free of charge and the stamps inserted therein shall constitute, for the purpose of determining the benefits to which the employee is entitled, a prima facie record of the contributions made in respect of such employee.

Such contributions shall also be made when an employee is being paid in terms of clauses 6.1.1, 9, and 10.1 of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages.

- 17.3 All monies received into the Fund shall be deposited in a special account to be opened at a bank registered under the Banking Act and nominated by the Council.
- 17.4 All payments out of the Fund shall be by cheque drawn on the Fund's account. All such cheques shall be signed by the Secretary or Assistant Secretary of the Council.
- 17.5 The Fund shall be administered by the Council.
- 17.6 The Council may frame regulations for the carrying out of the objects of the Fund. A copy of such regulations and any amendments thereto shall be lodged with the Department of Labour.
- 17.7 Immediately a person ceases to be an employee in the Industry he shall have no claim whatsoever on the funds or benefits of the Fund.
- 17.8 A public accountant whose remuneration shall be decided by the Council shall be appointed annually. The public accountant shall audit the accounts of the Fund annually and, not later than 1 March of each year, prepare a statement showing—
 - 17.8.1 all moneys received—
 - 17.8.1.1 in terms of clause 7.2;
 - 17.8.1.2 from any source; and
 - 17.8.2 expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be submitted to the Department of Labour within three months after the close of the period covered by it.
- 17.9 All administrative charges, banking and audit charges shall be a charge upon the Fund.
- 17.10 Save as provided in clause 17.11.1 (viii) benefits shall cease when the funds in hand drop to less than R15 000,00 and shall not be resumed until the funds in hand amount to not less than R20 000,00. Any benefits, the payment of which an employee would have been entitled immediately, but for this clause, shall become a first charge on the Fund when payments are resumed.
- 17.11 Subject to the regulations of the Fund referred to in clause 17.6 the Fund provides for the following minimum benefits to all employees in the Industry;
 - 17.11.1 All employees in respect of whom 13 consecutive weekly contributions have been paid, shall be entitled to the following:
 - (i) Ten free consultative services of the medical officer or medical practitioner approved of by the Fund.
 - (ii) A refund of the fees for medical specialists' services during each 12 months, calculated from 1 January, at full cost for the first two visits and then at half cost for a further two visits: Provided that such services are obtained on the recommendation of the medical officer or approved medical practitioner of the Fund.
 - (iii) Free conveyance to a State hospital by ambulance.
 - (iv) Free medicines limited to R750,00 per employee per annum: Provided that such medicines are prescribed by the medical officer or approved medical practitioner of by the Fund: Provided further that employees shall pay the chemist or the doctor, if the latter supplies the medicine or injection material, per prescription or per injection, R3,00 or the value of the prescription or injection material, whichever is the lesser.
 - (v) Free dental extractions under local anaesthesia, plastic fillings and scaling of teeth by an approved dental practitioner of the Fund only, limited to R750,00 per employee per annum.
 - (vi) Half the cost of an ophthalmic surgeon's consultation charges: Provided such services were obtained on the recommendation of medical officer approved of by the Fund or optician approved of by the Fund.
 - (vii) Free chiropractic treatment and X-Rays and blood tests limited to R500,00 per annum.
 - (viii) A death benefit of R300,00, all employees, on production of a death certificate certifying that the employee has died: Provided that such employee has had five years' continuous employment in the Industry at the date of death. For this purpose all period of employment in the Industry and absences for any cause up to a six month period in all, shall, provided the employee returned to the Industry after each absence, be reckoned as continuous employment. In the case of a deceased employee the benefit shall be paid to the surviving spouse and in the event of there being no surviving spouse, to the deceased's estate: Provided that in cases of death where the estate is required to be dealt with by the Master of the High court, such benefit shall be paid to the said Master of the High Court for the benefit of the deceased's estate.

- (ix) Hospitalisation costs to the extent of not less than R6 and not exceeding R12 per day (such amount to be decided upon by the Council) against production of the hospital account for each day the employee remains in hospital, up to a maximum of 14 days during each 24-month period, beginning on 1 May 2003.
- (x) Sick pay calculated on one day for each two contributions completed, subject to a minimum of 13 weekly contributions and a maximum period of sick pay of 50 days in each 24-month period, calculated from 1 May 2003, and in respect of any one illness on the following scales.

<i>Weekly contributions</i>	<i>Sick pay after 52 contributions with one employer</i>		<i>Sick pay after 13 contributions</i>	
	<i>Per week</i>	<i>Per day</i>	<i>Per week</i>	<i>Per day</i>
R16,00	R80,00	R16,00	R60,00	R12,00

Sick pay shall be available to employees only on production of a preliminary and a final medical certificate from the medical officer of the Fund or a doctor, as the case may be: Provided that an employee shall be entitled to sick pay for the full period of his absence only if he obtains a certificate from the doctor within two complete days of his absence from work, and in default of this he shall only be paid from and including the date on the doctor's certificate. No sick pay shall be payable unless the absence amounts to three or more days.

Notwithstanding anything contained herein, sick pay paid since 1 May 2003 shall be taken into account in determining the benefits to which an employee is entitled.

Claim forms for sick pay in the form of Annexure B shall be provided by the Council and shall be submitted by the employer, duly completed in all particulars, to the Council within seven days of the employee's return to work.

- 17.11.2 To all employees in respect of whom 52 contributions have been paid, the following further additional benefits shall apply:

- (i) Spectacles or repairs to spectacles on payment to the optician of 33 1/3 per cent of the cost thereof to the Fund: Provided that the spectacles were supplied by or the repairs executed by an optician approved by the Fund: Provided further that if any employee requires a frame costing more than R75,00 he shall pay the whole excess himself. The employee shall only be entitled to two pairs of spectacles at one time if the optician deems it necessary, or one bifocal every 18 months, calculated from 1 May 2003.
- (ii) Dentures and dental repairs on payment to the fund or 50 percent of the cost thereof to the Fund, if supplied and executed by a dental practitioner approved by the Fund. The employee shall only be entitled to one complete set of dentures every two years, calculated from 1 May 2003.
- (iii) R500,00 payable per operation: Provided that the operation is carried out in a state hospital: Provided further that the operation is recommended by the medical officer of the fund and is necessary for the health of the employee and not for cosmetic or weight reducing purposes.

If the employee works for a firm outside the municipal area of Johannesburg the words "the medical officer of the Fund" shall be deemed to include any doctor approved by the fund and for the purposes of paragraph 17.11.1 of this clause the words "the dental officer of the fund" shall be deemed is authorised in terms of the preceding paragraph to use the services of any doctor, the benefits provided for in paragraph 17.11.1 (i) may be limited to 20 consultations to any one calendar year and thereafter the fund shall pay half the cost of subsequent consultations.

- 17.11.3 An employee who on reaching the age of 60 years and has had 30 or more years' continuous service in the Industry shall be entitled to a lump sum payment in accordance with the contributions made to the Fund in respect of himself in terms of clause 17.2, as shown in the table in clause 17.11.4 (i).
- 17.11.4 Employees who on reaching the age of 60 years have had less than 30 but at least 10 years' continuous service in the Industry shall be entitled to payment of an amount arrived at by multiplying the relevant lump sum payment shown in the table in clause 17.11.4(i) below by the number of completed years' continuous service they have had in the Industry, and dividing the product by 30.

(i)

TABLE

Lump sum

<i>Contributions per week</i>	<i>Payment</i>
R16,00	R1 800,00

- 17.11.5 The following employees shall also qualify for payment as aforesaid:

- 17.11.5.1 Employees who retire because of ill-health before reaching the age of 60 years; Provided however, that such employee then dies and has completed not less than 25 years' continuous service in the Industry as at the date of death and provided that a death certificate is produced. The benefit shall be paid to the surviving spouse of the employee and in the event of there being no surviving spouse, to the deceased person's estate; Provided that in cases of death where the estate is required to be dealt with by the Master, such benefit shall be paid to the master for the benefit of the deceased's estate; Provided further, however, that if payment in terms of this paragraph is made in respect of a deceased employee, the death benefit prescribed in sub clause 17.11.1 (viii) shall not be paid.
- 17.11.5.2 An employee who, on reaching the age of 60 years, has had less than 10 years' continuous service in the Industry at that date shall not be entitled to any benefit in terms of this paragraph even though he may subsequently complete 10 years' continuous service in the Industry.
- 17.11.6.1 For the purposes of this paragraph, the expression "continuous service" shall include absences due to any cause, up to a total of 12 months in all: Provided that the employee returns to the Industry after each absence.
- 17.11.6.2 No employee shall be obliged to retire from the Industry on receiving a lump sum payment. If such employee does so leave the Industry on receiving a lump sum payment and returns thereafter, he shall not be entitled to qualify for any further payment in terms hereof.
- 17.11.6.3 Proof of age shall be established by the production of a birth certificate or other evidence satisfactory to the Council.
- 17.11.6.4 Proof of service shall be established by the production of the certificate of service referred to in clause 9.3 of this Agreement in the first instance. Failing that, the Council may accept a certificate from the employee's employer or other evidence satisfactory to the Council. In the event of any dispute regarding an employee's age or period of service, the decision of the Council shall be final and binding.
- 17.11.6.5 In determining the lump sum payable in accordance with the contributions made, the weekly contribution made for the greatest number of weeks in the 150 weeks immediately prior to the date of the claim shall be the contribution determining the lump sum payable.
- 17.11.6.6 Notwithstanding anything to the contrary in this Agreement, payments in terms of this sub-clause shall be suspended whenever the amount standing to the credit of the Fund falls below R2 000,00 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R4 000,00: Provided that upon payment of benefits being resumed, claims made during such period of suspension shall be paid in the order in which they were received.
- 17.11.6.7 No person who is entitled, directly or indirectly, as a dependant of a member, to benefits from any other registered medical scheme shall be entitled to the benefits provided for in clause 17.11.1(i) to (vii), 17.11.1(ix) or 17.11.2.

17.12 Expiry, liquidation or cessation

- 17.12.1 In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created: Provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid is entered into within two years of the date of expiry of this Agreement.
- 17.12.2 In the event of liquidation, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council.
- 17.12.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 23 of the Act, a management committee shall continue to administer the Fund and the members of the Council existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, that any vacancy occurring on the committee may be filled by the Registrar of Labour Relations from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee.

In the event of such management committee being unable or unwilling to discharge its duties, or in the event of a deadlock which, in the opinion of the Registrar of Labour Relations, renders the administration of the Fund impracticable or undesirable, he may appoint a trustee or trustees to carry out the duties of the committee who shall possess all the powers of the committee.

If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated by the management committee or the trustee or trustees, as the case may be, functioning in terms of clause 17.12.3 of this clause and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 59 (5) of the Act as if it formed part of the general funds of the Council.

- 17.13 The funds of the Sick Fund surplus after meeting its requirements for expenses shall not be invested otherwise than in—

- 17.13.1 government stock or local government stock;
- 17.13.2 national savings certificates;
- 17.13.3 Post Office savings accounts or certificates;
- 17.13.4 savings accounts, permanent shares or fixed deposits in building societies or banks; or
- 17.13.5 any other manner approved by the Registrar of Labour Relations.

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- 18.1 Every employer in the Industry who has not already done so under the provisions of any Agreement previously in force in the Industry shall within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall within one month from the date of commencement of operations by him, forward to the Secretary of the Council, PO Box 9890, Johannesburg, 2000, the following particulars:

- 18.1.1 The full name of his firm;
- 18.1.2 his business address;
- 18.1.3 the trade or trades carried on by him in the Industry;
- 18.1.4 the names of his employees and occupation in which they are employed.

- 18.2 Where the employer is a partnership, company or close corporation, information in accordance with clause 18.1 as well as the names of the partners shall be furnished.

- 18.3 Every employer shall, in the event of any change in the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council a notification of any such change within one month from the date upon which such change took effect.

19. TRAVELLING REMUNERATION

- 19.1 Notwithstanding the provisions of clause 5 of the Agreement—

- 19.1.1 where work is done away from the employers' establishment or the employee's usual working place and travelling is necessitated thereby, the employee sent to do such work shall be provided with accommodation, or suitable transport to and from the job;

- 19.1.2 when an employee is required to travel in terms of clause 19.1.1 he shall be paid at—

- 19.1.2.1 ordinary rates of wages for hours of travelling coinciding with his ordinary hours of work and at half rates for hours of travelling falling outside his ordinary hours of work. The wage in any circumstances is not to exceed 12 hours' wages per day or part thereof: Provided that if an employee has been working on the day, other than Sunday or a public holiday, on which the journey commences, he shall be entitled to receive up to a maximum of 12 hours' full wages only, which shall include the remuneration earned by him in respect of such day;

- 19.1.2.2 double the ordinary rates of wages for hours travelled or worked on a Sunday, subject to a minimum of a double day's wages irrespective of the number of hours travelled if they are less than the hours normally worked on a weekday, and a maximum of 20 hours' wages in respect of hours worked or travelled, if both are in excess of normal daily hours;

- 19.1.2.3 in addition to the wages for public holidays prescribed in clause 6.2 of the Agreement, ordinary rates of wages for hours worked or travelled on public holidays subject to a maximum of 20 hours' wages per day;

- 19.1.3 an employee shall be paid for meals and accommodation whilst traveling, and where an employee is, by reason of his employment, away from his usual working place, or required by his employer to live away from his usual domicile, his employer shall—

- 19.1.3.1 either compensate him for all expenses reasonably incurred in respect of board and lodging;
or
19.1.3.2 provide him with suitable board and lodging free of charge;
- 19.1.4 For the purposes of this clause, a day shall mean a period of 24 hours beginning and ending at 24:00.

20. CONTRACTS

20.1 Existing contracts

Any contract of service in operation of the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

20.2 Fixed term contracts

- 20.2.1 An employer may engage fixed-term contract employees for a specified period and/or until the completion of a specific short-term task.
- 20.2.2 Any employee engaged on a fixed-term contract shall be employed subject to the same terms and conditions as prescribed in this Collective Agreement for other employees in the same job category;
- 20.2.3 A fixed-term contract shall be reduced to writing and shall stipulate the commencement and termination dates and/or completion date of the contract task;

21. PROVIDENT FUND

- 21.1 The Canvas Goods Industry Provident Fund is established for the purposes of receiving and administering the retirement funding of all employees in the Industry.
- 21.2 All employers and employees shall become members of, and contribute to the Canvas Goods Industry Provident Fund. An exemption may be granted for those members who participate in a pension or provident fund, whose benefits are not less favourable than those of the Canvas Goods Industry Provident Fund.
- 21.3 All employers and employees shall to be bound by the rules of the Provident Fund.
- 21.4 The Provident Fund contribution for the duration of this Agreement shall be 6% of gross wages in respect of the employees and a contribution equal to 7% of each employees wages to be paid by the employer.

22. COSTS AND FINES

The Council shall be entitled to recover all monies disbursed by it in respect of legal and/or arbitration fees and expenses incurred, in its endeavour to secure compliance with this agreement. Such costs shall be determined on the same basis as set out in section 138 (10) of the Act, as read with the Rules from time to time.

22.1 Costs awarded by an arbitrator may include—

- 22.1.1 the cost of arbitration;
- 22.1.2 legal and professional costs and disbursements;
- 22.1.3 other expenses incurred by the Council.

22.2 The Council shall be entitled to impose fines for non-compliance with this Agreement on the same basis as is stipulated in terms of section 33A (8) of the act as read with Schedule 7 hereto.

The employers' organisation and the trade union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures hereto.

Signed at Johannesburg on behalf of the parties to the Council on this the 17th day of March 2004.

S. E. MARCUSSEN

(Chairperson of the Council)

CANVAS EMPLOYERS' ORGANISATION

(S. E. MARCUSSEN) (Chairperson)

NACUSA (K ZUMA)

(General Secretary)

SACTWU (MORENA MACHONA)

(Duly authorised representative)

S. S. COHEN

(Secretary of the Council)

ANNEXURE A**RECORD OF SERVICE OF EMPLOYEE IN CANVAS GOODS INDUSTRY**

Name

Previous employment

Signature of holder

Nature of employment	Date entered service	Rate of pay	Date left service	Rate of pay	Name and signature of employer

This record is to be retained by the employer and returned to the employee concerned only on termination of employment.

ANNEXURE B

The Canvas Goods Sick Fund
PO Box 9890
JOHANNESBURG
2000

Date

TO BE COMPLETED BY EMPLOYEE

I hereby apply for sick pay and submit the following particulars of my application:

Occupation Home Address

Weekly Wage

I stopped work on and was absent the afternoon (whole) of that day.

I resumed work on I attach preliminary and final doctor's certificates. They show that I first saw the doctor on

Signature of employee

TO BE COMPLETED BY EMPLOYER

We enclose contribution booklet in respect of the above employee and certify:

(a) that he entered our service on

(b) that during the above period of absence—

(i) he was entitled to pay from us for day(s) of leave.

(ii) he would have been laid off for "days because the factory worked short time

(*Insert NIL if applicable)

..... (Name of employer)

Signature

TO BE COMPLETED BY CANVAS GOODS SICK FUND

Qualifying contributions	Contributions available to date	Sick pay Days..... X rate.....
Over 13: Yes/No	Now exhausted being days absent X2.....	Latest contribution rate.....
52 weeks with same employer: Yes/No	Balance carried forward	Cheque No.

ANNEXURE C**THE INDUSTRIAL COUNCIL FOR THE CANVAS GOODS INDUSTRY (WITWATERSRAND AND PRETORIA)**

To

I hereby tender one week's notice (commencing on (day of week),
..... (day, month year), to terminate my/your employment......
Signature

Date:

Signature of recipient

If signature of recipient cannot be obtained, state reasons:

ANNEXURE D**CONCILIATION GUIDELINES****1. Introduction:**

- 1.1 These guidelines deal with the manner in which the Council and the conciliators conduct conciliation proceedings;

2. Purpose of guidelines:

- 2.1 The purpose of these guidelines is—

2.1.1 to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;

2.1.2 to help Conciliators perform their functions; and

2.1.3 to promote consistency in the Council's approach to conciliation proceedings.

- 2.2 These guidelines are drawn from the best practice of the Commission for Conciliation, Mediation and Arbitration' (CCMA) best practice, the decisions of Commissioners of the CCMA, the Courts and the law.

3. Applications for condonation:

- 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired.
- 3.2 The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.
- 3.3 If at any time the Council becomes aware that the dispute was referred after the 30-day period, the Council may call on the applicant to apply for condonation.
- 3.4 The application must include a signed statement which explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.
- 3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.
- 3.6 The other parties to the dispute must reply to the application within 14 calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.
- 3.7 The applicant may reply to the other party's response within seven calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
- 3.8 The conciliator must consider the application and any representations of the parties must grant condonation to the applicant if there are good grounds for doing so. The conciliator must consider the following:
- 3.8.1 *The degree of lateness:* If the referral is only a few days late, this may weigh in favour of condonation.
- 3.8.2 *The degree of fault of the referring party of his/her authorised representative.* If the referral was late owing to a circumstances beyond the control of the applicant, this may weigh in favour of condonation.
- 3.8.3 *The reasonableness of the explanation:* If the explanation is improbable, this should weigh against condonation.
- 3.8.4 Prejudice to the other parties to the dispute.
- 3.8.5 Prospects of success.

4. Province in which dispute is conciliated:

- 4.1 A dispute should be conciliated in the province in which the dispute arose.
- 4.2 The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practical to do so.

5. Jurisdictional disputes:

- 5.1 The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly, its policy is not to determine jurisdictional disputes at conciliation.
- 5.2 If a party objects to the jurisdiction of the Council, the conciliator may—
 - 5.2.1 conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; and
 - 5.2.2 issue a certificate stating that the dispute has not been resolved.

6. Discretion to assume jurisdiction:

- 6.1 If at any time the Council becomes aware that the dispute could have been resolved by another bargaining council, an accredited agency or in terms of a collective agreement, the Council may, in terms of section 147 of the Act—
 - 6.1.1 exercise its discretion to assume jurisdiction;
 - 6.1.2 refer the dispute to the appropriate person or body for resolution.
- 6.2 In determining whether or not to assume jurisdiction in terms of section 147 of the Act, the Council must be guided by whether—
 - 6.2.1 the referral is an attempt to bypass agreed or statutory procedures;
 - 6.2.2 substantial injustice will be done referring the dispute to a particular person or body for resolution;
 - 6.2.3 the Council has jurisdiction.
- 6.3 If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties of the appropriate person or body for resolving the dispute.

7. Failure to attend conciliation proceedings:

- 7.1 If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may—
 - 7.1.1 postpone the conciliation;
 - 7.1.2 issue a certificate that the dispute has not been resolved.

Before issuing a certificate, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.

- 7.2 If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may—
 - 7.2.1 postpone the proceedings; or
 - 7.2.2 dismiss the referral.

Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.

- 7.3 If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred to about the fairness of a dismissal, and if the 30-day time limit for referral has expired, they must apply for condonation in terms of paragraph 3 above.

8. Representation at conciliation proceedings:

- 8.1 Rule 25 of the CCMA Rules (as promulgated in the *Gazette* 5 December 2003, R. 1748 in GG25797) of the Rules explicitly states who may appear or be a representative in conciliation proceedings. A Conciliator does not have discretion to allow a person not listed in Rule 25 of the CCMA Rules to appear or act as a representative.
 - 8.1.1 a director or employee of that party; or
 - 8.1.2 any member, office bearer or official of that party's registered trade union or registered employers' organisation.
- 8.2 If a party objects to a representative or the Conciliator is of the opinion, that a representative is not authorised in terms of Rule 25 of the CCMA Rules, the Conciliator must decide whether that representative may attend.

- 8.3 A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as representative in terms of Rule 25 of the CCMA Rules. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company and recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. Application for postponement:

- 9.1 The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitable causes delay.

- 9.2 The Council will not allow matters to be postponed unless—

- 9.2.1 there is good reason to do so;
- 9.2.2 the application is in good faith;
- 9.2.3 the application is made as soon as practicable; and
- 9.2.4 the other parties to the dispute are not unduly prejudiced.

- 9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (in Rule 25 of the CCMA Rules), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

10. Impartiality of Conciliators:

- 10.1 A conciliator must be independent and must be seen to be independent. Conciliators should disclose any interest or relationship that is likely to effect their impartiality or which might create a perception of partiality.
- 10.2 After disclosure, a conciliator may conciliate if both parties so desire, but should withdraw if he or she believes that a conflict of interest exist irrespective of the view expressed by the parties.
- 10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdrawn if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.
- 10.4 Conciliators must conduct themselves in such a way as to avoid any inference of bias.

11. Conclusion:

These guidelines lay down general principles to guide the Council's conciliators and staff in the exercising of their powers and functions. These principles are not hard and fast rules and every case presented to the Council must be considered on its merits.

**DEPARTMENT OF HEALTH
DEPARTEMENT VAN GESONDHEID**

No. R. 587

14 May 2004

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)

**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY SERVICE SPEECH AND HEARING THERAPISTS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service by Persons Registering in terms of the Health Professions Act, 1974 (Act No. 56 of 1974), listed the following approved facilities for purposes of the profession of speech and hearing therapists:

PROVINCE	Region (District)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Nelson Mandela Metropole Port Elizabeth Complex	Dora Nginza C Empilweni DH Humansdorp DH Livingstone C Port Elizabeth C Port Elizabeth Metro District Office
	Chris Hani District Municipality	All Saints DH Cala DH Cloete Joubert DH Cradock DH Empilisweni DH Frontier Regional H Glen Grey DH Umlamli DH Wilhem Stahl DH

	Amatole East London Complex	Bisho DH Butterworth DH Cathcart DH Cecilia Makiwane C Fort Beaufort DH Frere Complex Grey DH Madwaleni DH Nompumelelo DH Port Alfred DH Settlers DH SS Gida DH Tafalofefe DH Victoria DH
	O.R. Tambo & Alfred Ndzo Umtata Complex	Nelson Mandela Academic C Bedford Orthopaedic H Isilimela DH Mary Therressa DH Mount Ayliff DH Nessie Knight DH Rietvlei DH Sipetu DH St Barnabas DH St Lucy's DH Taylor Bequest DH Umtata General Umzimkhulu DH
	St Elizabeth Complex	Bambisana DH Greenville DH Holy Cross DH St Elizabeth Regional H St Patricks DH
FREE STATE	DC 16: Xhariep	Embekweni/Stoffel Coetzee C Diamond C
	DC 17: Motheo	Botshabelo C Dr Js Moroka/Mantsopa C
	DC18: Lejweleputswa	Bongani Regional H Thusanong/Nala/Mohau C Katlego/ Winburg C
	DC19:Thabo Mofutsanyane	Dihlabeng Regional C Mofumahadi /Manapo Regional C
	DC 20: Northern Free State	Boitumelo Regional C Metsimaholo / Parys C Tokollo / Mafube C
NORTHERN CAPE	Francis Baard	Barkly West DH Galeshewe Day H Hartswater DH Jan Kemdorp TB H Warrenton District H
		Kimberly C

	Namaqua	Brandvlei H Calvinia H Fraserburg H Garies H Loeriesfontein H Pofadder H Port Nolloth H Springbok H Sutherland H
	Siyanda	Askham H Danielskuil H Groblersshoop H Kakamas H Keimoes H Kenhardt H Olifantshoek H Postmansburg H Rietfontein H Upington H Upington TB H
	Karoo	Carnavon H Colesberg H De Aar H Douglas H Griekwastad H Hopetown H Noupoort H Prieska H Richmond H Vosburg H Victoria We H
	Kgalagadi	Kuruman H

GAUTENG	A (CENTRAL WITS & WEST RAND)	Chris Hani Baragwanath H Coronation H Ga-Rankuwa H Germiston H Helen Joseph H Heidelberg H Johannesburg H Kalaong H Mamelodi H Natalspruit H Pholosong H Pretoria West H Pretoria Academic H Sizwe H Sterkfontein H South Rand H Tambo Memorial H Tara H Moross H Tembisa H Weskopies H Masakhane Prov Laundry Edenvale H Far East Rand H Carltonville H Wits Oral Dental Dr Yuusuff Dadoo
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**Region B
Ekurhuleni**

Andries Raditsela H
Daveyton Extension
Daveyton Main Clinic
Duduza Clinic
Empilisweni
First Avenue
Geluksdal
Kingsway
KwaThema
Lethabong
Mary Moodley
Masichaba
Nigel
Paynewille
Phillip Moyo
Rockville
Simunye
Tsakane
White City
Zamane

Sedibeng

Empilisweni
Johan De
Boitumelo
Helga Kuhn
Sebei Motsoeneng
Sharpville Mou
Johan Heyns
Boipatong Mou
Levae Mbatha
Devon
Heidelberg
Pontshong

Region C

Adelaide Tambo
Bophelong
Laudium CHC
Mandisa Shiceka
PTA North
Refilwe
Sukulumi
Sedibeng

Central Sub- District

Eersterust
Holani
Skinner Street Clinic
Stanza Bopape

Northern Sub-district

Boikhutsong
Soshanguve Clinic
Soshanguve Clinic 2

MPUMALANGA	Enkangala	Delmas H Groblersdal H* KwaMhlanga H* Middelburg C Mmametlhake H* Philadelphia H* Witbank H
	Eastvaal	Amajuba H* Bethal H Carolina H* Elsie Ballot H* Embhuleni H* Ermelo H Evander H Piet Retief H Standerton H
	Ehlanzeni	Barberton H Lydenburg H* Matibidi H* Rob Ferreira H Sabie H* Shongwe H* Themba H* Tonga H*
KWA-ZULU NATAL	Ugu (DC 21)	Ugu C <ul style="list-style-type: none"> • Murchison H* • Port Shepstone H* • GJ Crookes H* • St Andrews H*
	Umgungundlovu (DC 22)	Midlands C <ul style="list-style-type: none"> • Fort Napier H • Grey's H • Town Hill H • Umngeni H Pietermaritzburg C <ul style="list-style-type: none"> • Edendale H • Northdale H • PMB Assessment and Therapy Centre Appelsbosch H*
	Uthukela (DC 23)	Uthukela C <ul style="list-style-type: none"> • Emmaus H* • Estcourt H • Ladysmith H
	Umzinyathi (DC 24)	Umzinyathi C <ul style="list-style-type: none"> • Charles Johnson Memorial H* • Church of Scotland H* • Dundee H* • Greytown H*

Amajuba (DC 25)	Amajuba C <ul style="list-style-type: none"> • Madadeni H • Newcastle H • Niemeyer H*
Zululand (DC 26)	Zululand C <ul style="list-style-type: none"> • Benedictine H* • Ceza H • Itshelejuba H* • Nkonjeni H* • St Francis H* • Thulisiwe H • Vryheid H*
Umkhanyakude (DC 27)	Umkhanyakude C <ul style="list-style-type: none"> • Bethesda H* • Hlabisa H* • Manguzi H* • Mosvold H* • Mseleni H*
Uthungulu (DC)	Uthungulu C 1 <ul style="list-style-type: none"> • Catherine Booth H* • Eshowe H • KwaMagwaza H* • Nkandla H* Uthungulu C 2 <ul style="list-style-type: none"> • Ekombe H* • Mbongolwane H* • Ngwelezana H
Ilembe (DC 29)	Ilembe C <ul style="list-style-type: none"> • Montebello H* • Stanger H • Umphumulo H* • Untunjambili H*
Sisonke (DC 43)	Sisonke C <ul style="list-style-type: none"> • Christ the King H* • East Griqualand and Usher Memorial H* • Tayler Bequest H*
Ethekwini	Ethekwini North C <ul style="list-style-type: none"> • Mahatma Gandhi Memorial H

		<ul style="list-style-type: none"> • PATC + Provincial Osindisweni H <p>Ethekwini Central C</p> <ul style="list-style-type: none"> • Hillcrest H • Prince Mshiyeni Memorial H • Wentworth H <p>Ethekwini South C</p> <ul style="list-style-type: none"> • Addington H • Clairwood H • King Edward VIII H • King George V H • RK Khan H
LIMPOPO	Capricon	Helen Franz
	Vhembe	Donald Frazer Elim Malamulele Messina Siloam Tshilidzhini
	Mopani	Dr CN Phathudi H Kgapane H Letaba H Maphutha Malatji H Nkhensani H Van Velden H
	Bohlabela	Mapulaneng H Sekororo H Tintswalo H
	Waterberg	Elisras H Voortrekker H Warmbaths H
	Sekhukhune	HC Boshoff H Jane Furse H Mecklenburg H St Ritas H
	Tertiary Complex	Mnkweng H Polokwane H

NORTH WEST	Southern Health Region	Klerksdorp D/Klerksdorp/Tshepong C Wolmaranstad D/Nic Bodenstein H Potch DH Ventersdorp C
	Central Health Region	Mafikeng/ Setlagobi D Mafikeng General/Bophelong C Lichtenburg D* Gen de la Rey/ Thusong C* Delareyville District*/H/Gelukspan/Sannieshof/ Ottosdal C* Zeerust D*/Zeerust/Lehurutshe C*
	Bojanala Health Region	Rustenburg D/Rustenburg Provincial H/Koster and Swartrugens C/ Kgetleng river D Brits District H Moretele D/ Jubilee H* Odi D/H Mogwase D*/George Stegman/ Moreteleletsi C*
	Bophirima Health Region	Vryburg D/Stella/Vryburg C* Schweizer-RenekeDH/Lekwa Teemane D/ Christiana/ Bloemhof C* Ganyesa D*/H/Bophiri Molopo D*/Bray/Piet Plesis C Kudumane D*/Tswaragano H Taung D* H
WESTERN CAPE	Metro	Brooklyn Chest H Eerste River H Emergency Medical Service False Bay H GF Jooste H Hottentots Holland H Karl Bremer H Metro CHSO Mowbray Maternity H New Somerset H Victoria H Westfleur H
	Academic	Groote Schuur H Red Cross H Tygerbrg H
	APH	Alexandra H Lentegeur H Stikland H Valkenberg H

	Westcoast/ Winelands	CHC's Citrusdal H Clanwilliam H Paarl H Radie KotzeH Stellenbosch H Swartland H Vredenburg H Vredendal H
	Boland Overberg Eben Donges Cluster	Bredasdorp H CHC'S Caledon H Ceres H Eben Donges H Grabouw H Hermanus H Montagu H Robertsons H Swellendam H Tous Rivier H
	Southern Cape Karoo	Beaufort H CHC'S George H Knysna H Mosselbay H Murraysburg H Oudshoorn H Riversdale H
	Unicity	Local Government - Metro
SAMHS	Gauteng	1 Military H Institute for Aviation Medicine
	Western Cape	2 Military H
	Free State	3 Military H

Abbreviations used in table:

D- District
 H- Hospital
 CHC- Community Health Centre
 LSA- Local Service Area
 CHSO- Community Health Service Organization
 H – Hospital
 C- Hospital Complex

N.B Community service speech and hearing therapists may rotate to health centres and clinics attached to each facility listed above.



DR M E TSHABALALA-MSIMANG
MINISTER OF HEALTH

DATE: 19-04-2004

**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING**

No. R. 567

14 May 2004

PROMOTION OF ACCESS TO INFORMATION ACT, 2000

DESCRIPTION SUBMITTED IN TERMS OF SECTION 15(1)

I, Penuell Mpapa Maduna, Minister for Justice and Constitutional Development, hereby publish under section 15(2) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), the descriptions submitted to me in terms of section 15(1) of the said Act by the -

Special Investigating Unit
Department of Housing
Mantsopa Municipality
Mpumalanga Provincial Government
Ilembe District Municipality

As set out in the Schedule



PENUELL MPAPA MADUNA

MINISTER FOR JUSTICE AND CONSTITUTIONAL DEVELOPMENT

SPECIAL INVESTIGATING UNIT

ESTABLISHED IN TERMS OF ACT 74/1996
(Proclamation No. R.118 / 2001)

TEL: [043] 726-9705
FAX: [043] 726-9269 / 726-9261
[043] 727-1051 [Legal]
[043] 727-0020 [Finance]
[043] 726-9808 [HR]



OUR REF: Mr. R. WALSER
YOUR REF: Deputy Information Officer

Sanlam Park
59 Western Avenue
Vincent
EAST LONDON
P O Box 893
EAST LONDON, 5200

E-mail: bwalser@siu.org.za
DATE: 09 February 2004

SECTION 15 LISTS OF RECORDS

FEBRUARY 2004

Categories of records that are automatically available without a person having to request access

FOR PURPOSES OF INSPECTION IN TERMS OF LEGISLATION OTHER THAN THIS ACT: -

- Pension Funds Act 24 of 1956
- The Supreme Court Act 59 of 1959
- Income Tax Act 58 of 1962
- Unemployment Insurance Act 30 of 1966
- Criminal Procedure Act 51 of 1977
- Value-Added Tax Act 89 of 1991
- Interception and Monitoring Prohibition Act 127 of 1992
- Occupational Health and Safety Act 85 of 1993
- Compensation for Occupational Injuries & Diseases Act 130 of 1993
- General Laws Amendment Act 204 of 1993
- Intelligence Services Act 38 of 1994
- Labour Relations Act 66 of 1995
- Basic Conditions of Employment Act 75 of 1997
- National Prosecuting Authority Act 32 of 1998
- Employment Equity Act 55 of 1998
- Skills Development Act 97 of 1998
- Prevention of Organised Crime Act 121 of 1998
- Labour Relations Act 127 of 1998
- Skills Development Levies Act 9 of 1999
- Electronic Communications and Transactions Act 25 of 2002

FOR PURCHASE OR COPYING FROM THE UNIT: -

- The Special Investigating Unit has a web page (www.siu.org.za) which is freely available to anyone with internet access. The web page contains information about the services, which the Unit provides, and contact details.
- The Unit's annual Reports to Parliament.
- The Special Investigating Units and Special Tribunals Act 74 of 1996, with amendments.
- Proclamations issued in terms of Act 74 of 1996.

FROM THE UNIT FREE OF CHARGE: -

- The English version of the Special Investigating Unit's Information Manual in terms of section 14 of the Promotion of Access to Information Act No. 2 of 2000.
- The Afrikaans version of the Special Investigating Unit's Information Manual in terms of section 14 of the Promotion of Access to Information Act No. 2 of 2000.
- The Xhosa version of the Special Investigating Unit's Information Manual in terms of section 14 of the Promotion of Access to Information Act No. 2 of 2000.
- Application forms envisaged by the provisions of the Promotion of Access to Information Act.
- Reports filed with the Minister of Justice and Constitutional Development in terms of section 15 of the Promotion of Access to Information Act No. 2 of 2000.
- Reports filed with the Human Rights Commission in terms of section 32 of the Promotion of Access to Information Act No. 2 of 2000.
- Forms to lodge an Appeal against a decision made by the Unit's Information Officer or his Deputy.



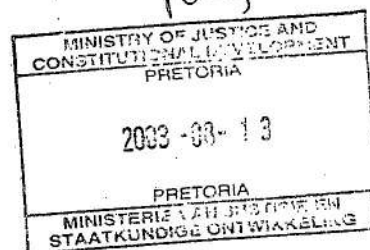
DEPARTMENT OF HOUSING
DEPARTMENT VAN BEHUISING
LEFAPHA LA TSA MATLO
UMKHANDLU WEZINDLU

ENQUIRIES : EDWARD M TSHETLHA
TEL : (011) 355 4913
FAX : (011) 355-4627
DATE : 1st OF AUGUST 2003

The Minister
Department of Justice and Constitutional Development
Private Bag x 81
PRETORIA
0001

Tel No: (012) 315-1111
Tel No: (012) 323-1846

Honourable Minister



RE: SECTION 15(1) DESCRIPTION OF RECORDS AUTOMATICALLY AVAILABLE

The above refers:

In pursuance of section 15(1) of the Promotion of Access to Information Act, 2000 (Act No: 2 of 2000), the following are the categories of records of the Gauteng Department of Housing that are automatically available without a person having to request access in the terms of this Act:

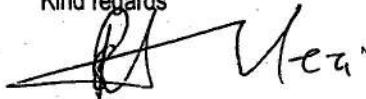
- Records from the Housing Subsidy System;
- Policies, legislation and regulations applicable to the Department;
- Decisions of the Gauteng Rental Housing Tribunal;
- Records of the Department's Customer Support Centre related to status of subsidy application;
- Records of the Geographic Information System related to land accessibility and suitability for housing development;
- Integrated Development Plans;
- Annual Report and Accounts;
- Waiting-list on line enquiries;
- Strategic Plans;
- Quarterly Operational Plans;
- Monthly Newsletters;
- Annual Budget Speech; and

- Member of the Executive Council's review of actual versus budget performance, analyzed for each expenditure program and covering the latest audited financial period.

Access to the records aforementioned is obtainable by approaching the Department's Customer Support Centre.

We trust that you will find this to be in order.

Kind regards



Information Officer (HOD): Housing Department
Sibusiso Buthelezi

Date: 06-08-2003

MANTSOPA

MUNICIPALITY

(Incorporating Ladybrand, Tweespruit, Excelsior, Hobhouse & Thaba Patchoa)
(As from 6 December 2000)

File No.: 10/2/1/36; 10/4/1/59

19 July 2003

Head Office:

Private Bag X 11
or
P O Box 64
LADYBRAND
9745

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LADYBRAND
9745

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051 - 924 0659
051 - 924 0655
051 - 924 0657
Fax: 051 - 924 0020

E-mail:

mantsopamun@xsnet.co.za

Area Offices:

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TWEESPRUIT
9770

Tel: 051-9630061
051-9630067
Fax: 051-9630110

P O Box 24
ELSIOR
9760

Tel: 051-9730015
Fax: 051-9730865

P O Box 5
HOBHOUSE
9740

Tel: 051-9830013
Fax: 051-9830152

Hobhouse Way 177
THABA PATCHOA
9771

Tel: 051-9640012
Fax: 051-9640054

The Director General
Department of Justice
Private Bag X81
PRETORIA
0001



Contact Person:

Mr G.A. Greeff
Ms H.J.M. Gouws

ACCESS TO INFORMATION

In terms of section 15 of the Promotion of Access to Information Act, 2000, this office wish to advise that the categories described hereunder, are automatically available from the Mantsopa Municipality.

DESCRIPTION OF SUBJECTS ON WHICH THE MUNICIPALITY HOLDS RECORDS AND THE CATEGORIES OF RECORDS HELD ON EACH SUBJECT

(a) Financial and accounting records

Asset registers, bank account details, financial statements, budgets, expenditure and income control.

(b) Corporate Services

Human resources, staff records, personnel conditions and procedures, information pertaining to the full spectrum of personnel, council agendas and minutes, rental agreements, regulations and legislation relating to the municipality, library records and administrative records.

(c) Technical Services

Records pertaining to building matters such as building plans, building clause registers, contract records such as the tender register, all information pertaining to technical matters.

(d) Community Services and Development

Housing, traffic, fire services, development projects, health records pertaining to primary health care and environmental health.

(e) Office of the Municipal Manager

All information pertaining to the above and records relevant to the specific responsibilities of the Municipal Manager.

All correspondence to be addressed to the Municipal Manager

**CATEGORIES OF RECORDS AVAILABLE WITHOUT HAVING TO REQUEST ACCESS
I.T.O. THIS ACT****(1) Department of Finance**

- Financial Services
- Financial statements
- Audit reports
- Income matters
- Expenditure matters.

(2) Department of Corporate Services

- Council minutes
- Library information
- Legislation pertaining to municipalities
- Administrative information
- Personnel information not regarded as confidential if not already publically available.

(3) Department of Technical Services

- Building plans and matters pertaining thereto
- Tender register
- Building clause register
- All information relating to technical matters.
- IDP
- Town Planning Scheme

(4) Department of Community Services and Development

- Emergency services
- Traffic
- Clinic records which are not personal and / or confidential of nature
- Environmental health matters
- Trading licences and all other relevant matters.
- Development programmes

Members of the public can obtain access to the above records by contacting the following officials:

Mr G.A. Greeff
Ms H.J.M. Gouws

Manager: Administrative Services
Chief Administrative Officer

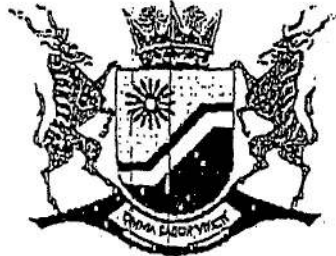
Tel. 051-9240654
Tel. 051-9240020

Yours faithfully


G.A. GREEFF
MANAGER: ADMINISTRATIVE SERVICES

Mpumalanga Provincial Government

Riverside Government Complex
Riverside Boulevard
Building No. 7
NELSPRUIT
1200
Republic of South Africa



Private Bag X 11310
NELSPRUIT
1200

Tel. (013) 766-6554
Fax. (013) 766-8449

OFFICE OF THE HEAD OF THE DEPARTMENT

Department of Local Government, Traffic Control and Traffic Safety

Litiko laHulumende
weNdzawo, kuCondziswa
kwethrafiki neKuphepha
kuThrafiki

Departement van Plaaslike
Regering en Verkeer

Kgoro ya Mmusogae,
Ledimamelwa

UmNyango wom Buso weKhaya,
ukuLawulwa kwezokuThutha
nokuPhepha kwezokuThutha

G. Ludwick
LT 148 / 2003

Minister of Justice and Constitutional Development
Private Bag X276
PRETORIA
0001

Fax: 012-3211708

PROMOTION OF ACCESS TO INFORMATION ACT, 2000

In compliance with Section 15 of the Access to Information Act, 2000 (Act No. 2 of 2000) the Department hereby submits the following information –

- Categories of records that are automatically available (Section 15(1)(a))
 - Annual Report
 - MEC's budget speech
 - Departmental newsletters
 - Media releases
 - Publications in Governmental and Provincial Gazettes
- How to obtain such records (section 15(1)(b))
 - Such information can be obtained from –
 - The Head of Department
 - Department of Local Government, Traffic Control & Traffic Safety
 - Private Bag X11310
 - NELSPRUIT
 - 1200

Information Officer
13 September 2003
GL/accessinfocategories

ILEMBE DISTRICT MUNICIPALITY

Voluntary Disclosure and Automatic Availability of Certain Records

Notice is given in terms of section 15 of the Promotion of Access to Information Act, No 2 of 2000 that the following records held by the Ilembe District Municipality are automatically available without a person having to request access in terms of that Act.

The only fee payable for access to a record referred to below is the prescribed fee for reproduction.

Access to such a record may be gained by contacting the Information Officer or Deputy Information Officer of the Ilembe District Municipality at:-

Postal address : The Ilembe District Municipality; P.O. Box 1788; KwaDukuza 4450

Street address : Ilembe House; 59/61 Mahatma Gandhi Street, KwaDukuza 4450

Telephone number : +27 32 551 2001

Fax number : +27 32 551 4123

Electronic mail address : infoact@ilembe.org.za

	Subject	Category
1	Meetings	Agendas and Minutes of meetings of the:- 1. Council 2. Committees
2	Finance	1. Annual Budgets 2. Financial statements
3.	Administration	1. Current files Register 2. Legislation
4	Marketing	1. Advertising 2. Brochures 3. Exhibitions/Road shows 4. Newsletters 5. Posters/Logos Press releases 6. Speeches
5	Human Resources	1. Code of Conduct
6	Planning	1. Integrated Development Plans
7	Councillors	2. Code of conduct

B H PRETORIUS
MUNICIPAL MANAGER
15 September 2003

**DEPARTMENT OF MINERALS AND ENERGY
DEPARTEMENT VAN MINERALE EN ENERGIE****No. R. 583****14 May 2004****REGULATIONS UNDER THE MINE HEALTH AND SAFETY ACT, 1996****(ACT NO 29 OF 1996)**

In terms of section 98 (1) (h) of the Mine Health and Safety Act, 1996 (Act No. 29 of 1996), I Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby make the Regulations in the Schedule.

The regulations in the Schedule shall not be applicable to underground endless rope haulage installations, monorail installations, chairlift installations, overhead cranes and crawls, railbound equipment used in shafts, winders and raises, lifting machines, stackers and reclaimers.



MS P MLAMBO-NGCUKA

MINISTER OF MINERALS AND ENERGY

SCHEDULE

CHAPTER 8

MACHINERY AND EQUIPMENT

Underground Railbound Transport

- 8.2 The employer must take reasonable measures to ensure that:
- 8.2(1) the **braking system** of every **locomotive** or **train** is capable of stopping the **locomotive** or **train** within a safe distance under all operating conditions;
 - 8.2(2) the **braking system** of every **locomotive** has passed a **dynamic type test** under full load conditions, before being used for the first time and after any brake design modifications;
 - 8.2(3) the **braking system** of every **locomotive** has passed a **static test** before the **locomotive** is put into use at the commencement of each shift, after repairs and after adjustments;
 - 8.2(4) a system is in place to alert persons to the presence and direction of travel of any **locomotive** or **train**;
 - 8.2(5) a system is in place to assist the driver or operator of a **locomotive** or **train** to travel at a safe speed;
 - 8.2(6) any **rolling stock** used for the transportation of persons is approved, by a competent person and is operated and maintained safely;
 - 8.2(7) a system is in place that is capable of preventing any **locomotive** or **train** from inadvertently being set in motion.
- 8.3 No person may board or alight from a **locomotive** or **train** while it is in motion.

REPEALS

The following regulations made under the Minerals Act, in force in terms of item 4 of Schedule 4 of the Act, are hereby repealed

18.1.1	18.6.1
18.1.2	18.6.2
18.1.2(a)	18.7.1
18.1.2(b)	18.7.2
18.1.2(c)	18.7.2(a)
18.1.2(d)	18.7.2(b)
18.1.2(d)(i)	18.7.2(c)
18.1.2(d)(ii)	18.7.2(d)
18.1.2(d)(iii)	18.7.2(e)
18.1.3	18.7.2(f)
18.1.4	18.8.3
18.1.5	18.8.4.1
18.1.6	18.8.5
18.1.6(a)	18.8.6
18.1.6(b)	18.8.7.1
18.2.2.1	18.8.7.1(a)
18.2.2.1(a)	18.8.7.1(b)
18.2.2.1(b)	18.8.7.2
18.2.2.2	18.8.7.3
18.3.3	
18.3.4	
18.4.1.1	
18.4.1.2	
18.4.1.3	
18.4.2.1	
18.4.2.2	

CHAPTER 20

DEFINITIONS

"braking system" means a device or combination of devices capable of reducing the speed of a **locomotive** or **train** to a standstill including emergency brake, park brake and service brake;

"dynamic type test" means the test conducted on a **train** to determine the deceleration rate and braking efficiency;

"locomotive" means a self-propelled railbound machine which requires either a driver for manual operation or an operator for automatic operation;

"rolling stock" means any railbound equipment that is not self-propelled;

"static test" means the test carried out to determine the compliance of the brake holding power of a **locomotive braking system** measured against the design specification or an appropriate safety standard;

"train" means one or more **locomotives** and **rolling stock**, all attached.

Chapter 22**SCHEDULES**

- 22.15(8)(a) The competent person referred to in regulation 8.2 (6) must be in possession of the following:
- (i) An Electrical or Mechanical Certificate of Competency for Mines and Works issued by the Chief Inspector of Mines;
 - (ii) A B degree in Electrical or Mechanical Engineering.

No. R. 584

14 May 2004

REGULATIONS UNDER THE MINE HEALTH AND SAFETY ACT, 1996

(ACT NO 29 OF 1996)

In terms of item 4 of Schedule 4 to the Mine Health and Safety Act, 1996 (Act No. 29 of 1996), I Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby make amendments to the Regulations in the Schedule.

MS P MLAMBO-NGCUKA

MINISTER OF MINERALS AND ENERGY

SCHEDULE

1. The following regulation is substituted for Regulation 18.3.4 of the Minerals Act regulations;

18.3.4 No person shall board or alight from a self-propelled mobile machine, any rolling stock or any vehicle operated by machinery, other than an underground train as contemplated in Mine Health and Safety Act regulation 8.2, while it is in motion: Provided that this regulation shall not apply to –

- a) any person riding a man-trolley attached to an endless rope haulage; or
- b) a trained or trainee shunter engaged in shunting operations on the surface: provided further that the speed of the locomotive, rolling stock or vehicle does not exceed 10 kilometres per hour.

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