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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
GOVERNMENT NOTICES, GENERAL NOTICES,
REGULATION NOTICES AND PROCLAMATIONS

2012

The closing time is **15:00** sharp on the following days:

- ▶ **29 March**, Thursday, for the issue of Thursday **5 April 2012**
- ▶ **4 April**, Wednesday, for the issue of Friday **13 April 2012**
- ▶ **19 April**, Thursday, for the issue of Thursday **26 April 2012**
- ▶ **25 April**, Wednesday, for the issue of Friday **4 May 2012**
- ▶ **2 August**, Thursday, for the issue of Friday **10 August 2012**
- ▶ **20 September**, Thursday, for the issue of Friday **28 September 2012**
- ▶ **13 December**, Thursday, for the issue of Friday **21 December 2012**
- ▶ **18 December**, Tuesday, for the issue of Friday **28 December 2012**
- ▶ **21 December**, Friday, for the issue of Friday **4 January 2013**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is accepted, a double tariff will be charged

The copy for a SEPARATE *Government Gazette* must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
GOEWERMENTS-, ALGEMENE- & REGULASIE-
KENNISGEWINGS ASOOK PROKLAMASIES

2012

Die sluitingstyd is stiptelik **15:00** op die volgende dae:

- ▶ **29 Maart**, Donderdag, vir die uitgawe van Donderdag **5 April 2012**
- ▶ **4 April**, Woensdag, vir die uitgawe van Vrydag **13 April 2012**
- ▶ **19 April**, Donderdag, vir die uitgawe van Donderdag **26 April 2012**
- ▶ **25 April**, Woensdag, vir die uitgawe van Vrydag **4 Mei 2012**
- ▶ **2 Augustus**, Donderdag, vir die uitgawe van Vrydag **10 Augustus 2012**
- ▶ **20 September**, Donderdag, vir die uitgawe van Vrydag **28 Desember 2012**
- ▶ **13 Desember**, Donderdag, vir die uitgawe van Vrydag **21 Desember 2012**
- ▶ **18 Desember**, Dinsdag, vir die uitgawe van Vrydag **28 Desember 2012**
- ▶ **21 Desember**, Vrydag, vir die uitgawe van Vrydag **4 Januarie 2013**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n APARTE *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

**GOVERNMENT NOTICES
GOEWERMENSKENNISGEWINGS**

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 592

3 August 2012

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING
INDUSTRY (NATAL): EXTENSION TO NON-PARTIES OF
AMENDING COLLECTIVE AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Natal), 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 from13 August 2012..... and for the period ending 31 December 2015.

**MN OLIPHANT
MINISTER OF LABOUR**

No. R. 592

3 August 2012

UMNYANGO WEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE LAUNDRY CLEANING AND DYEING
INDUSRTY (NATAL): UKWELULELWA KWESIVUMELWANO
ESIYINGQIKITHI PHAKATHI KWABAQASHI NABASEBENZI
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXYENYE
YESIVUMELWANO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi- Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Natal), futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela mhlaka-.....13 kuNcwaba 2012..... kuze kube ngu 31 kuZibandlela 2015.

MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI

SCHEDULE**BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING
INDUSTRY (NATAL)****AMENDING COLLECTIVE AGREEMENT**

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

NATAL LAUNDRY, CLEANERS' AND DYERS' ASSOCIATION

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

SOUTHERN AFRICAN CLOTHING AND TEXTILE WORKERS' UNION

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

being the parties to the Bargaining Council for the Laundry, Cleaning and Dyeing Industry (Natal), to amend the Collective Agreement published under *Government Notice* No. R. 556 of 30 April 1999, as amended, extended and renewed by Government Notices Nos. R. 70 of 26 January 2001, R. 1014 of 12 October 2001, R. 358 of 22 March 2002, R. 213 of 14 February 2003, R. 1046 of 25 July 2003, R. 1084 of 17 September 2004, R. 764 and R. 765 of 5 August 2005, R. 764 of 28 July 2006 and R. 827 of 11 August 2006, R.585 of 13 July 2007, R.713 of 17 August 2007, R.794 and R.795 of 25 July 2008, R.624 and R.625 of June 2009, R.527 and R.528 of 18 June 2010 and R.658 of 19 August 2011.

PART A

1. SCOPE OF APPLICATION OF AGREEMENT

- 1.1 The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Natal) –
- (a) by all employers and all employees who are the members of the parties to this Agreement;
 - (b) in the Magisterial Districts of Durban, Chatsworth, Pinetown and Inanda, excluding the areas falling outside a radius of 15 miles of the General Post Office, Durban.
- 1.2 Notwithstanding the provisions of clause (1), this Agreement shall apply to employees for whom wages are prescribed herein and to the employers of such employees.
- 1.3 The provisions of clauses 1(1) (a) and 2 of this Agreement shall not apply to employees who are not members of the employers' organization and the trade union, respectively, who entered into this Agreement.

2. PERIOD OF OPERATION

The Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 March 2012 and for non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act and shall remain in force for the period ending 31 December 2015.

PART B**3. TRANSPORT ALLOWANCE**

Insert the following new clause 12, Transport Allowance

“CLAUSE 12: TRANSPORT ALLOWANCE

- 12.1 The parties have agreed that a transport allowance shall be paid to employees who are required to work on Sundays.
- 12.2 The transport allowance shall be R42-80 per day.”

ANNEXURE B: SCHEDULE OF PAYMENTS**4. CLAUSE 4: ANNUAL BONUS**

Substitute the following for clause 4

- 4.1 The parties have agreed that the annual bonus shall be eleven (11) days basic wage.
- 4.2 The annual bonus shall be paid as follows:
 - (a) one week's wages, payable by no later than 20 December of each year.
 - (b) the balance of one week's wages, payable by no later than the last pay day in March.
- 4.3 The annual bonus is based on a full calendar year of service as at 31 December of that year.
- 4.4 An employee who has less than one calendar year of service as at 31 December of that year, shall receive an annual bonus pro-rated to the actual completed months of service calculated at such employees' basic weekly wage rate.
- 4.5 An employee whose employment is terminated before 31 December is not entitled to any annual bonus.

5 WAGE SCHEDULE

Substitute the following for the existing wage schedule:

Each worker in the industry shall receive not less than, and shall not accept less than the minimum wages listed below. The new minimum wage rate is based on an increase of 7 % across the board of the previous rate.

(a) COMMERCIAL: LAUNDRY, DRY CLEANERS AND STEAM LAUNDRY

GRADE	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW MINIMUM HOURLY RATE	NEW WEEKLY RATE *
A1 Commercial: eg Labourer; Finishing; Hand Marker; Van Assistant; Depot Assistant	R16.40	R1.14	R17.55	R772.12
A2 Commercial: eg Watchman; Sorter; Plain Sewer; Checker/Packer	R16.57	R1.15	R17.73	R780.12
A3 Commercial: eg Dry Cleaner/Operator	R16.72	R1.17	R17.89	R787.18
B1 Commercial: eg Machine Operator; Depot Supervisor; Invisible Mender	R16.92	R1.18	R18.10	R796.59
B2 Commercial: eg Boiler Operator, Spotter (C/C), Quality Controller	R18.07	R1.26	R19.33	R850.73
B3 Commercial: eg Supervisor	R18.98	R1.33	R20.31	R893.58

(b) NON COMMERCIAL: LAUNDROMATS

The parties have agreed that Laundromats may obtain further exemption from the above wage rates ONLY if the owner/proprietor makes a personal application for this exemption at the Council offices. Such an exemption may be granted if:

- 1) the establishment cleans domestic laundry;
- 2) the establishment remains "site bound", and
- 3) it employs four or less employees.

Provided that exemption has been granted, the minimum hourly rate which is based on 70% of the commercial rate is as follows:

GRADE (NON COMMERCIAL)	CURRENT HOURLY RATE	INCREASE PER HOUR	NEW MINIMUM HOURLY RATE	NEW WEEKLY RATE *
A1	R 11.49	R 0.80	R12.29	R 553.24
A2	R 11.60	R 0.81	R12.41	R 558.54
A3	R 11.71	R 0.82	R12.53	R 563.84

* Based on 45 hrs per week

(c) PAYRATES FOR DRIVERS

The parties have agreed that the pay rates of Drivers will be as follows:

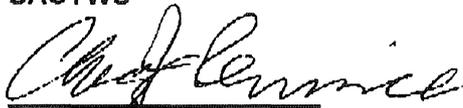
Code 08 (Van Driver)	R19.74 per hour
Code 10 (Truck Driver)	R21.10 per hour

Signed for and on behalf of the parties this 02nd day of May 2012.



M. MALULEKA

SACTWU



C. J. RENNIE

NLCDA



G. P. PILLAY

ACTING SECRETARY

No. R. 593

3 August 2012

LABOUR RELATIONS ACT, 1995
CANCELLATION OF GOVERNMENT NOTICES

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
PROVIDENT FUND COLLECTIVE AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R. 535 of 18 June 2010 and R. 409 of 13 May 2011 with effect from 13 August 2012.....

MN OLIPHANT
MINISTER OF LABOUR

No. R. 593

3 August 2012

UMNYANGO WEZABASEBENZI
UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKUHOXISWA KWESAZISO ZIKAHULUMENI

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
SOMHLALAPHANSI ESIVUSELELAYO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba-32(7) soMthetho Wobudlelwano Kwezemisebenzi we-1995, ngihoxisa isaziso sikaHulumeni esinguNombolo R 535 somhlaka 18 kuNhlangulana 2010 no R. 409 somhlaka 13 kuNhlabha 2011 kusukela mhlaka 13 kuNcwaba 2012.....

MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI

No. R. 594

3 August 2012

LABOUR RELATIONS ACT, 1995**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
EXTENSION TO NON-PARTIES OF THE PROVIDENT FUND COLLECTIVE
RE-ENACTING AND AMENDING AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective amending agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from13 August 2012..... and for the period ending 30 April 2016.

**MN OLIPHANT
MINISTER OF LABOUR**

No. R. 594

3 August 2012

UMNYANGO WEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI
NABASEBENZI ESIYINGQIKITHI SAKHIWE KABUSHA FUTHI
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXEYENYE
YESIVUMELWANO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi- Metal and Engineering Industries Bargaining Council , futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela mhlaka-.....12 kuNcwaba 2012..... kuze kube ngu 30 kuMbaso 2016 .

**MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI**

SCHEDULE
METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
AMENDING AND RE-ENACTING COLLECTIVE PROVIDENT FUND AGREEMENT FOR
THE METAL INDUSTRIES

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

Association of Electric Cable Manufacturers of South Africa

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Electrical Engineering and Allied Industries' Association

Electronics and Telecommunications Industries' Association

Gate and Fence Association

Hand Tool Manufacturers' Association (HATMA)

Iron and Steel Producers' Association of South Africa

KwaZulu-Natal Engineering Industries' Association

Lift Engineering Association of South Africa

Light Engineering Industries' Association of South Africa

National Employers Association of S.A. (NEASA)

Non-Ferrous Metal Industries' Association of South Africa

Port Elizabeth Engineers' Association

Pressure Vessel Manufacturers' Association

Refrigeration and Air-conditioning Manufacturers' Association of South Africa

Sheetmetal Industries' Association of South Africa

S.A. Electro-Plating Industries' Association

S.A. Engineers' and Founders' Association

S.A. Fasteners Manufacturers' Association (SAFMA)

S.A. Refrigeration and Air-conditioning Contractors' Association (SARACCA)

S.A. Pump Manufacturers' Association

S.A. Reinforced Concrete Engineers' Association (SARCEA)

S.A. Valve and Actuator Manufacturers' Association (SAVAMA)

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

Metal and Electrical Workers' Union of South Africa

Solidarity/MWU – Solidariteit/MWU

UASA (the Union)

National Union of Metalworkers of South Africa (NUMSA)

S.A. Equity Workers' Association

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

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall apply to and be observed-
 - (a) throughout the Republic of South Africa; and
 - (b) by all employers and employees in the iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.
- (2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Engineering Industries' Pension Fund Agreement (formerly the Metal Industries Group Life and Provident Fund Agreement) in force for the time being.
- (3) The terms of this Agreement shall not, subject to sub-clause (4) below, apply to any employee who on 1 May 1991 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein:
Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.
- (4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in sub-clause (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in clause 6 of this Agreement, a period of six weeks shall be allowed to enable compliance with this requirement subject to any amendment being retroactive to the date of coming into operation of this Agreement.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 April 2016.

3. SPECIAL PROVISIONS

The provisions contained in clause 8 of the Agreement published under Government Notice R.652 of 08 May 1998, as extended, renewed, re-enacted and amended by Government Notices Nos R.114 of 11 February 2002, R.361 of 26 April 2001, R.627 of 13 July 2001, R.555 of 10 May 2002, R.210 of 14 February 2003, R.1020 of 21 October 2005 R.535 of 18 June 2010, R.409 of 13 May 2011 (hereafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7 and 9 to 12 of the Former Agreement shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

Insert the following new definitions:

"Implementation date" means the date mutually agreed to by the parties on which the Contribution Increase program shall commence.

"Contribution Increase Program" means the employee and employer contributions payable from the "Implementation Date".

'Surplus Agreement' means the agreement approved by the Financial Services Board on 30 November 2011 to distribute surpluses in the Fund.

6. CLAUSE 4: CONTINUATION OF THE FUND

Insert the following new sub-clause (3):

“(3) The Parties agree to ensure that the Surplus Agreement of the Fund is implemented in consultation with the Fund, and that the terms of this Agreement are consistent with the Surplus Agreement.”

7. CLAUSE 6: CONTRIBUTIONS

1. Substitute sub-clause (2) with the following:

“(2) Contributions in respect of this Fund and the Metal and Engineering Industries Permanent Disability Scheme (hereinafter referred to as the ‘Scheme’):

(a) The employer shall each week deduct from the earnings of each of his employees an amount equal to 6,6% of the pensionable remuneration of such employee until the Implementation Date of the Contribution Increase Program, whereafter contributions shall be deducted as follows:

Years from Implementation Date	Employee contribution
1 July 2012	6,70%
2013	6,80%
2014	6,90%
2015	7,00%
2016	7,10%
2017	7,20%
2018	7,30%
2019	7,40%
2020	7,50%
Thereafter	7,50%

(b) Contributions calculated in accordance with the provisions of paragraph (a) may, at the discretion of the employer, be deducted from the earnings of any other employees who request in writing to become members of this Fund:

Provided that the membership provisions under clause 4 shall *mutatis mutandis* apply to such employees.

- (c) The employer shall pay to the Fund an amount equal to the deductions made from each employee's earnings under paragraph (2)(a) and (b), until the Implementation Date of the Contribution Increase Program, whereafter contributions shall be paid as follows:

Years from Implementation Date	Employer contribution
1 July 2012	6,70%
2013	6,80%
2014	6,90%
2015	7,00%
2016	7,10%
2017	7,20%
2018	7,30%
2019	7,40%
2020	7,50%
2021	7,60%
2022	7,70%
2023	7,90%
2024	8,10%
2025	8,30%
2026	8,50%
2027	8,70%
2028	8,90%
2029	9,10%
2030	9,30%
2031	9,50%
2032	9,70%
2033	9,90%
2034	10,10%
2035	10,30%
2036	10,50%
Thereafter	10,50%

- (d) The employee deductions and employer payments shall be made from the implementation date. During the contribution increase programme, the Fund will pay an additional amount from the surplus reserve to a total contribution of 18%. If the Fund is unable to pay the difference between 18% and the employee deductions and employer deductions at any time during the Contribution Increase Program, the employee deductions and employer payments will be set at the level reached at the last anniversary of increases, in

terms of the Contribution Increase Program.

- (e) The employer contribution which shall be apportioned as follows:
 - (i) An amount in the sole discretion of the Board equal to a specified percentage of the pensionable remuneration (as set out in (a) above) of each of the employees concerned shall be paid to the Scheme; and
 - (ii) From the amounts in (a) above, the amount required to meet the cost of death benefits, disability benefits and such administration and other expenses as may be determined by the Board shall be applied for this purpose.
 - (iii) The balance shall be the employer's contribution to the Fund for retirement benefits."

2. Substitute the following for sub-clause 4(b):

"(b) The employer uses the postal service, a courier service or any other means of delivery or transfer at the employer's own risk. The relevant postal address is P O Box 61474, Marshalltown, 2017. A facility for direct bank-to-bank transfer of funds is also available. Enquiries may be directed to the Funds Contribution Manager at the above address or telephone (011) 870-2000."

8. CLAUSE 9: EXEMPTIONS

Insert the following new sub-clause (1)(c):

"(c) An employer who has obtained an exemption from the Fund shall be required to apply in writing, should he wish to rejoin the Fund at a later stage."

9. CLAUSE 10: RESOLUTION OF DISPUTES

Substitute the following for the existing clause:

"10. RESOLUTION OF DISPUTES

Any dispute about the interpretation, application or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement, published under Government Notice R.836 in Government Gazette 29122 dated 18 August 2006."

10. CLAUSE 12: MEMBERS' BENEFITS

Substitute the following for this clause:

"Members will be entitled to retirement death, disability, resignation and retrenchment benefits in terms of the Rules of the Fund.

Enquiries should be directed to the offices of the Metal Industries Benefit Funds Administrators at telephone (011) 870-2000."

Thus signed at Johannesburg, for and on behalf of the parties, this 17 May 2012.

L. Trentini
Member

V. Mabho
Member

N. Faasen
Operations Manager

No. R. 595

3 August 2012

LABOUR RELATIONS ACT, 1995
CANCELLATION OF GOVERNMENT NOTICES

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

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R. 533 of 18 June 2010 and R. 408 of 13 May 2011 with effect from 13 August 2012.....

MN OLIPHANT
MINISTER OF LABOUR

No. R. 595

3 August 2012

UMNYANGO WEZABASEBENZI
UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995
UKUHOXISWA KWESAZISO ZIKAHULUMENI

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
SOMHLALAPHANSI ESIVUSELELAYO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba-32(7) soMthetho Wobudlelwano Kwezemisebenzi we-1995, ngihoxisa isaziso sikaHulumeni esinguNombolo R 533 somhlaka 18 kuNhlanguvana 2010 no R. 408 somhlaka 13 kuNhlaba 2011 kusukela mhlaka 13 kuNcwaba 2012.....

MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI

No. R. 596

3 August 2012

LABOUR RELATIONS ACT, 1995**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION
TO NON-PARTIES OF THE PENSION FUND COLLECTIVE RE-ENACTING AND
AMENDING AGREEMENT**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from12 August 2012..... and for the period ending 30 April 2016.

**MN OLIPHANT
MINISTER OF LABOUR**

No. R. 596

3 August 2012

UMNYANGO WEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
UKWELULWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI
SOMHLALAPHANSI ESIVUSELELAYO FUTHI ESICHIBIYELAYO SELUGELWA
KULABO ABANGEYONA INGXEYENYE YASO**

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi- Metal and Engineering Industries Bargaining Council, futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela mhlaka-.....13 kuNcwaba 2012..... kuze kube umhlaka 30 kuMbaso 2016.

**MN OLIPHANT
UNGQONGQOSHE WEZABASEBENZI**

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
AMENDING AND RE-ENACTING COLLECTIVE ENGINEERING INDUSTRIES' PENSION
FUND AGREEMENT**

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

Association of Electric Cable Manufacturers of South Africa

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Electrical Engineering and All led Industries' Association

Electronics and Telecommunications Industries' Association

Gate and Fence Association

Hand Tool Manufacturers' Association (HATMA)

KwaZulu Natal Engineering Industries' Association

Iron and Steel Producers' Association of South Africa

Lift Engineering Association of South Africa

Light Engineering Industries' Association of South Africa

National Employers Association of S.A.

Non-Ferrous Metal Industries' Association of South Africa

Port Elizabeth Engineers' Association

Pressure Vessel Manufacturers' Association of South Africa

Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries' Association of South Africa

S.A. Electro-Plating Industries' Association

S.A. Engineers' and Founders' Association

S.A. Fasteners Manufacturers' Association (SAFMA)

S.A. Refrigeration and Air-Conditioning Contractors' Association (SARACCA)

S.A. Pump Manufacturers' Association

S.A. Reinforced Concrete Engineers' Association (SARCEA)

S.A. Valve and Actuator Manufacturers' Association (SAVAMA)

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

Metal and Electrical Workers' Union of South Africa

Solidarity/MWU – Solidariteit/MWU

UASA (the Union)

National Union of Metalworkers' of South Africa (NUMSA)

S.A. Equity Workers' Association

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

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall apply to and be observed -
 - (a) throughout the Republic of South Africa; and
 - (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.
- (2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Metal Industries Provident Fund Agreement.
- (3) The terms of this Agreement shall not apply to any employee who on 29 July 1957 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.
- (4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in section 5 of this Agreement, a period of six weeks shall be allowed to enable compliance with this requirement, subject to any such amendment being retroactive to the date of coming into operation of this Agreement.

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

2. SPECIAL PROVISIONS

The provisions contained in clause 7 of the Agreement published under Government Notice No. R. 654 of 8 May 1998, as extended, renewed, re-enacted and amended by Government Notices Nos. R.116 of 11 February 2000, R.362 of 26 April 2001, R.629 of 13 July 2001, R.528 of 3 May 2002, R.171 of 7 February 2003, R.1022 of 21 October 2005, R.409 of 28 April 2006, R.533 of 18 June 2010 and R.408 of 13 May 2011 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

3. GENERAL PROVISIONS

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

4. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 April 2016.

5. CLAUSE 3: DEFINITIONS

Insert the following new definitions:

"Contribution Increase Program" means the employee and employer contributions payable from the "Implementation Date".

“Conversion Date” means the date on which the Fund converts from defined benefit to defined contribution principles which is currently 1 April 2012.

“Implementation date” means the date mutually agreed to by the parties on which the Contribution Increase program shall commence.

“Surplus Agreement” means the Agreement approved by the Financial Services Board on 30 November 2011 to distribute surpluses in the Fund.

6. CLAUSE 3A: CONTINUATION OF THE FUND

Insert the following new sub-clause 3:

“(3) The Parties agree to ensure that the Surplus Agreement of the Fund is implemented in consultation with the Fund, and that the terms of this Agreement are consistent with the Surplus Agreement.”

7. CLAUSE 5: CONTRIBUTIONS

1. Substitute sub-clause (2) with the following:

“(2) Contributions in respect of the Engineering Industries Pension Fund and the Metal and Engineering Industries Permanent Disability Scheme (hereinafter referred to as the ‘Scheme’):

(a) The employer shall each week deduct from the earnings of each of his employees an amount equal to 6,6% of the pensionable remuneration of such employee until the Implementation Date of the Contribution Increase Program, whereafter contributions shall be deducted as follows:

Years from Implementation Date	Employee contribution
1 July 2012	6,70%
2013	6,80%
2014	6,90%
2015	7,00%
2016	7,10%
2017	7,20%
2018	7,30%
2019	7,40%
2020	7,50%
Thereafter	7,50%

- (b) Contributions calculated in accordance with the provisions of paragraph (a) may, at the discretion of the employer, be deducted from the earnings of any other employees who request in writing to become members of this Fund:

Provided that the membership provisions under clause 4 shall *mutatis mutandis* apply to such employees.

- (c) The employer shall pay to the Fund an amount equal to the deductions made from each employee's earnings under paragraph 2(a) and (b), until the implementation Date of the Contribution Increase Program, whereafter contributions shall be paid as follows:

Years from Implementation Date	Employer contribution
1 July 2012	6,70%
2013	6,80%
2014	6,90%
2015	7,00%
2016	7,10%
2017	7,20%
2018	7,30%
2019	7,40%
2020	7,50%
2021	7,60%
2022	7,70%
2023	7,90%
2024	8,10%
2025	8,30%
2026	8,50%
2027	8,70%

2028	8,90%
2029	9,10%
2030	9,30%
2031	9,50%
2032	9,70%
2033	9,90%
2034	10,10%
2035	10,30%
2036	10,50%
Thereafter	10,50%

- (d) The employee deductions and employer payments shall be made from the implementation date. During the contribution increase programme, the Fund will pay an additional amount from the surplus reserve to a total contribution of 18%. If the Fund is unable to pay the difference between 18% and the employee deductions and employer deductions at any time during the Contribution Increase Program, the employee deductions and employer payments will be set at the level reached at the last anniversary of increases, in terms of the Contribution Increase Program.
- (e) The employer contribution which shall be apportioned as follows:
- (i) An amount in the sole discretion of the Board equal to a specified percentage of the pensionable remuneration (as set out in (a) above) of each of the employees concerned shall be paid to the Scheme; and
 - (ii) From the amounts in (a) above, the amount required to meet the cost of death benefits, disability benefits and such administration and other expenses as may be determined by the Board shall be applied for this purpose.
 - (iii) The balance shall be the employer's contribution to the Fund for retirement benefits."

2. Substitute the following for sub-clause (4)(b):

“(b) The employer uses the postal service, a courier service or any other means of delivery or transfer at the employer’s own risk. The relevant postal address is P O Box 61474, Marshalltown, 2017. A facility for direct bank-to-bank transfer of funds is also available. Enquiries may be directed to the Funds Contribution Manager at the above address or telephone (011) 870-2000.”

8. CLAUSE 8: EXEMPTIONS

Insert the following new sub-clause (1)(c):

“(c) An employer who has obtained an exemption from the Fund shall be required to apply in writing, should he wish to rejoin the Fund at a later stage.”

9. CLAUSE 9: RESOLUTION OF DISPUTES

Substitute the following for the existing clause:

“9. RESOLUTION OF DISPUTES

Any dispute about the interpretation, application or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement, published under Government Notice R.836 in Government Gazette 29122 dated 18 August 2006, as amended”.

10. CLAUSE 12: MEMBERS’ BENEFITS

Substitute the entire clause with the following:

“12: MEMBERS’ BENEFITS

Members will be entitled to retirement death, disability, resignation and retrenchment benefits in terms of the Rules of the Fund.

Enquiries should be directed to the offices of the Metal Industries Benefit Funds Administrators at telephone (011) 870-2000.”

Thus signed at Johannesburg for and on behalf of the parties this 17 May 2012

L. Trentini
Member

V. Mabho
Member

N. Faasen
Operations Manager

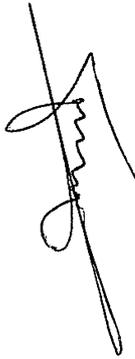
**SOUTH AFRICAN REVENUE SERVICE
SUID-AFRIKAANSE INKOMSTEDIENS**

No. R. 597

3 August 2012

**CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1445)**

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



**N NENE
DEPUTY MINISTER OF FINANCE**

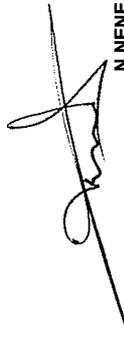
SCHEDULE

By the insertion of the following:

Heading / Subheading	CD	Article description	Statistical unit	Rate of duty			
				General	EU	EFTA	SADC
3819.00.10	2	- Hydraulic brake fluids	kg	free	free	free	free

**DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1445)**

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



N NENE
ADJUNKMINISTER VAN FINANSIES

BYLAE

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg			
				Algemeen	EU	EFTA	SAOG
3819.00.10	2	- Hidrouliese remvloeistowwe	kg	vry	vry	vry	vry

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