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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 951

6 August 1999

LIQUOR PRODUCTS ACT, 1989 (ACT No. 60 OF 1989)

REGULATIONS: AMENDMENT

The Minister of Agriculture has, under section 27 of the Liquor Products Act, 1989 (Act No. 60 of 1989), made the regulations set out in the Schedule hereto.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 1433 of 29 June 1990 as amended by Government Notices Nos. R. 838 of 19 April 1991, R. 2841 of 29 November 1991, R. 2079 of 24 July 1992, R. 2593 of 11 September 1992, R. 2791 of 2 October 1992, R. 3152 of 20 November 1992, R. 1376 of 30 July 1993, R. 2350 of 10 December 1993, R. 356 of 25 February 1994, R. 636 of 8 April 1994, R. 1022 of 27 May 1994, R. 2242 of 23 December 1994, R. 394 of 17 March 1995, R. 1695 of 3 November 1995, R. 1876 of 8 December 1995, R. 501 of 29 March 1996, R. 1038 of 8 August 1997, R. 1141 of 29 August 1997, R. 833 of 26 June 1998, R. 1078 of 28 August 1998, R. 24 of 8 January 1999, R. 70 of 22 January 1999 and R. 672 of 28 May 1999.

Amendment of regulation 17 of the Regulations

2. Regulation 17 of the Regulations is hereby amended by the deletion of paragraph (d).

Amendment of regulation 52 of the Regulations

3. Regulation 52 of the Regulations is hereby amended by—

- (a) the substitution for the words preceding paragraph (a) of subregulation (7) of the following words:

“(7) Subject to the provisions of subregulation (8), a sample of a liquor product needs not be taken—”;

- (b) the substitution for paragraph (a) of subregulation (8) of the following paragraph:

“(a) the administering officer may—

- (i) for the purposes of the consideration of an application referred to in regulation 51, still require that a sample of the liquor product concerned be taken in accordance with the provisions of this regulations; and

- (ii) for the purposes of an analysis certificate referred to in regulation 51 (1A), take a sample of the liquor product concerned.”.

No. R. 951**6 Augustus 1999**

WET OP DRANKPRODUKTE, 1989 (WET No. 60 VAN 1989)

REGULASIES: WYSIGING

Die Minister van Landbou het kragtens artikel 27 van die Wet op Drankprodukte, 1989 (Wet No. 60 van 1989), die regulasies in die Bylae, hierby uiteengesit, uitgevaardig.

BYLAE**Woordskrywing**

1. In hierdie Bylae beteken “die Regulasies” die regulasies gepubliseer by Goewermenskennisgewing No. R. 1433 van 29 Junie 1990, soos gewysig deur Goewermenskennisgewings Nos. R. 838 van 19 April 1991, R. 2841 van 29 November 1991, R. 2079 van 24 Julie 1992, R. 2593 van 11 September 1992, R. 2791 van 2 Oktober 1992, R. 3152 van 20 November 1992, R. 1376 van 30 Julie 1993, R. 2350 van 10 Desember 1993, R. 356 van 25 Februarie 1994, R. 636 van 8 April 1994, R. 1022 van 27 Mei 1994, R. 2242 van 23 Desember 1994, R. 394 van 17 Maart 1995, R. 1695 van 3 November 1995, R. 1876 van 8 Desember 1995, R. 501 van 29 Maart 1996, R. 1038 van 8 Augustus 1997, R. 1141 van 29 Augustus 1997, R. 833 van 26 Junie 1998, R. 1078 van 28 Augustus 1998, R. 24 van 8 Januarie 1999, R. 70 van 22 Januarie 1999 en R. 672 van 28 Mei 1999.

Wysiging van regulasie 17 van die Regulasies

2. Regulasie 17 van die Regulasies word hierby gewysig deur paragraaf (d) te skrap.

Wysiging van regulasie 52 van die Regulasies

3. Regulasie 52 van die Regulasies word hierby gewysig deur—

- (a) die woorde wat paragraaf (a) van subregulasie (7) voorafgegaan deur die volgende woorde te vervang:

“(7) Behoudens die bepalings van subregulasie (8), hoef ’n monster van ’n drankprodukt nie geneem te word nie—”;

- (b) paragraaf (a) van subregulasie (8) deur die volgende paragraaf te vervang:

“(a) kan die beherende amptenaar—

- (i) vir doeleindes van oorweging van ’n aansoek in regulasie 51 bedoel, steeds vereis dat ’n monster van die betrokke drankprodukt ooreenkomstig die bepalings van hierdie regulasie geneem word; en

- (ii) vir doeleindes van ’n ontledingssertifikaat in regulasie 51 (1A) bedoel, ’n monster van die betrokke drankprodukt neem.”.

**DEPARTMENT OF HEALTH
DEPARTEMENT VAN GESONDHEID****No. R. 940****6 August 1999**

INTERIM NATIONAL MEDICAL AND DENTAL COUNCIL OF SOUTH AFRICA

**AMENDMENT OF RULES SPECIFYING THE ACTS OR OMISSIONS IN RESPECT OF WHICH DISCIPLINARY STEPS
MAY BE TAKEN BY A PROFESSIONAL BOARD AND THE COUNCIL**

The Minister of Health intends, in terms of section 49 (2) of the Health Professions Act, 1974 (Act No. 56 of 1974), to approve the rules made by the Interim National Medical and Dental Council of South Africa under section 49 (1) of the Act and set out in the Schedule.

Interested persons are invited to submit any substantiated comments or representations on the proposed regulations to the Director-General of Health, Private Bag X828, Pretoria, 0001 (for the attention of the Director: Human Resource Development), within one month of the date of publication of this notice.

SCHEDULE

Definitions

1. In these Rules "the Rules" means the rules published under Government Notice No. R. 1379 of 12 August 1994.

Amendment of Annexure 2 of the Rules

2. Annexure 2 of the rules is hereby amended—

- (a) by the deletion of item 2;
- (b) by the substitution for item 3 of the following item:

"3. Advertising by an optometrist—

- (a) of the cost of spectacle frames or of the fact that spectacle frames are free where such cost or such fact of no cost is conditional upon or subject to the provision of any other materials or service;
- (b) of the cost of any type of lenses or professional services or of the fact that any type of lenses or professional services are free;
- (c) of services which are offered free of charge, which advertisement—
 - (i) is false, misleading or deceptive;
 - (ii) creates an unjustified expectation of beneficial treatment;
 - (iii) promotes unnecessary or inappropriate use of the services of a registered optometrist;
 - (iv) claims prominence for a registered optometrist; or
 - (v) compares the practice of a registered optometrist with that of another registered optometrist."

- (c) by the insertion after item 4 of the following item:

"4A. Notwithstanding the requirements regarding the naming of practices contained in subrule (4) (a) of rule 2, an optometrist may make use of a practice name: Provided that such practice name or the use thereof is not indecent, not misleading or deceptive and is in keeping with the professional image or dignity of the profession and that such practice name does not claim prominence for a registered optometrist."

Amendment of Annexure 17 of the Rules

3. Annexure 17 of the Rules is hereby amended by—

- (a) the insertion of the following items after item 16:

"17. The selection by a psychotechnician of the test material for the assessment of a patient or client and the communication of the test results and the interpretation thereof to the patient or client.

18. The use by a psychotechnician of tests in respect of which he or she has had inadequate training.

19. The diagnosis or therapeutic treatment of a patient by a psychotechnician."; and

- (b) the renumbering of item 17 as item 20.

N. C. DLAMINI ZUMA

Minister of Health

No. R. 940

6 Augustus 1999

INTERIM NASIONALE MEDIESE EN TANDHEELKUNDIGE RAAD VAN SUID-AFRIKA

WYSIGING VAN REËLS WAT DIE HANDELINGE OF VERSUIME UITEENSIT TEN OPSIGTE WAARVAN 'N BEROEPSRAAD EN DIE RAAD TUGSTAPPE KAN DOEN

Die Minister van Gesondheid is voornemens om ingevolge artikel 49 (2) van die Wet op Gesondheidsberoep, 1974 (Wet No. 56 van 1974), die reëls goed te keur wat deur die Interim Nasionale Mediese en Tandheelkundige Raad van Suid-Afrika kragtens artikel 49 (1) van die Wet uitgevaardig is en in die Bylae uiteengesit word.

Belanghebbendes word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing gemotiveerde kommentaar oor of in verband met die voorgestelde kennisgewing in te dien by die Direkteur-generaal: Gesondheid, Privaat Sak X828, Pretoria, 0001 (vir die aandag van die Direkteur: Mensehulpbronontwikkeling).

BYLAE**Woordomskrywings**

1. In hierdie reëls beteken "die Reëls" die reëls afgekondig by Goewermentskennisgewing No. R. 1379 van 12 Augustus 1994.

Wysiging van Aanhangel 2 van die Reëls

2. Aanhangel 2 van die reëls word hierby gewysig—

- (a) deur item 2 te skrap;
- (b) deur item 3 deur die volgende item te vervang:

"3. Die advertering deur 'n optometris—

- (a) van die koste van brilrame of van die feit dat brilrame gratis is waar sodanige koste of geen koste voorwaardelik is of onderworpe is aan die lewering van enige ander materiale of dienste;
- (b) van die koste van enige tipe lense of professionele dienste of van die feit dat enige tipe lense of professionele dienste gratis is;
- (c) van dienste wat kosteloos gelewer word, welke advertering—
 - (i) vals, misleidend of bedrieglik is;
 - (ii) 'n ongeregverdigde verwagting van voorkeurbehandeling skep;
 - (iii) onnodige of ontoepaslike gebruikmaking van die dienste van 'n geregistreerde optometris bevorder;
 - (iv) aanspraak maak op die voortrefflikheid van 'n geregistreerde optometris; of
 - (v) die praktyk van 'n geregistreerde optometris met dié van 'n ander geregistreerde optometris vergelyk."

(c) deur na item 4 die volgende item in te voeg:

"4A. Ondanks die vereistes met betrekking tot name van praktyke, soos vervat in subreël (4) (a) van reël 2, mag 'n optometris gebruik maak van 'n praktyknaam: Met dien verstande dat sodanige praktyknaam of die gebruik daarvan nie onbetaamlik, misleidend of bedrieglik is nie, dat dit pas by die professionele beeld of waardigheid van die beroep en nie aanspraak maak op die voortrefflikheid van 'n geregistreerde optometris nie."

Wysiging van Aanhangel 17 van die Reëls

3. Aanhangel 17 van die Reëls word hierby gewysig deur—

(a) die invoeging van die volgende items na item 16:

- "17. Die keuse deur 'n psigotegnikus van die toetsmateriaal vir die evaluering van 'n pasiënt of kliënt en die oordra van die toetsresultate en die interpretasie daarvan aan die pasiënt of kliënt.
- 18. Die gebruikmaking van toetse deur 'n psigometris ten opsigte waarvan hy of sy nie genoegsame opleiding ontvang het nie.
- 19. Die diagnosering of terapeutiese behandeling van 'n pasiënt deur 'n psigotegnikus."; en

(b) item 17 te hernommer tot item 20.

N. C. DLAMINI ZUMA

Minister van Gesondheid

No. R. 952

6 August 1999

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

REGULATIONS RELATING TO PERISHABLE FOODSTUFFS: AMENDMENT

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

SCHEDULE

1. In these regulations "the Regulations" means the regulations published under Government Notice No. R. 1183 of 1 June 1990.

Substitution of regulation 2 of the Regulations

2. The following regulation is hereby substituted for regulation 2 of the Regulations:

"2. The following foodstuffs are hereby declared to be perishable foodstuffs for the purposes of section 21 (2) (a) of the Act:

- (a) Milk;
- (b) meat;
- (c) fish, fish spawn, molluscs and crustaceans;
- (d) fruit;
- (e) vegetables:

Provided that any of the above foodstuffs or any manufactured product which has undergone a process or processes to extend the shelf-life or improve its keeping qualities and which, for the sake of ensuring its keeping qualities, has to be refrigerated shall also be considered a perishable foodstuff for the purpose of these regulations".

M. E. TSHABALALA-MSIMANG

Minister of Health

No. R. 952

6 Augustus 1999

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

REGULASIES BETREFFENDE BEDERFBARE VOEDINGSMIDDELS: WYSIGING

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

BYLAE

1. In hierdie regulasies beteken "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing No. R. 1183 van 1 Junie 1999.

Vervanging van regulasie 2 van die Regulasies

2. Regulasie 2 van die Regulasies word hierby deur die volgende regulasie vervang:

"2. Die volgende voedingsmiddels word vir doeleindes van artikel 21 (2) (a) van die Wet hierby tot bederfbare voedingsmiddels verklaar:

- (a) Melk;
- (b) vleis;
- (c) vis, viseiers, skulpdiere en skaaldiere;
- (d) vrugte;
- (e) groente;

Met dien verstande dat enige van bogenoemde voedingsmiddels of enige vervaardigde produk wat enige proses of prosesse ondergaan het om die rakleef tyd daarvan te verleng of die houbaarheidseienskappe daarvan te verbeter en wat verkoel moet word ten einde die houbaarheid daarvan te verseker, vir doeleindes van hierdie regulasies en geag word bederfbare voedingsmiddels te wees."

M. E. TSHABALALA-MSIMANG

Minister van Gesondheid

**DEPARTMENT OF JUSTICE
DEPARTEMENT VAN JUSTISIE**

No. R. 950

6 August 1999

DESIGNATION OF COMMISSIONERS OF OATHS IN TERMS OF SECTION 6 OF THE JUSTICES OF THE PEACE AND COMMISSIONERS OF OATHS ACT, 1963 (ACT No. 16 of 1963)

Under section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963), I, Penuell Mpapa Maduna, Minister of Justice, hereby amend the Schedule to Government Notice No. R. 903 of 10 July 1998, as amended by Government Notice No. R. 1687 of 24 December 1998, as set out in the Schedule.

SCHEDULE

The Schedule to Government Notice No. R. 903 dated 10 July 1998 as amended by Government Notice No. R. 1687 dated 24 December 1998, is hereby amended—

- (a) by the insertion after 5 (a) (ii) of the following item:

- "5. (a) (iii) The Development and Services Board constituted in terms of section 2 of the Development and Services Board Ordinance, 1941 (Ordinance No. 20 of 1941) (Natal), and the Townships Board constituted in terms of the repealed Regulations for the Administration and Control of Certain Urban Areas in Natal, 1983 (Proclamation No. 67 of 1983), and continuing to exist in terms of section 15 of the Local Government Transition Act, 1993 (Act No. 209 of 1993):
- (aa) Any member of the Management Body established in terms of Proclamation No. 20 of 1997, published on 24 December 1998, to manage the affairs of the Development and Services Board and the Townships Board;
 - (bb) the Secretary of the Development and Services Board and the Secretary of the Townships Board; and
 - (cc) any employee of the Development and Services Board or the Townships Board designated specifically in writing by the Secretary of the Development and Services Board or the Secretary of the Townships Boards, as the case may be, to perform the functions of a commissioner of oaths;"
- (b) by the substitution for item 32 of the following item:
- "32. Ithala Development Finance Corporation Limited:
- (a) Executive Director, Executive Officer, Legal Adviser, Divisional Manager, General Manager, Sales and Marketing Manager.
 - (b) Branch Manager in a post with a grading of C1 or higher.
 - (c) Manager, Section Head and any official in a post with a grading of C1 or higher.
 - (d) Assistant Branch Manager and Emergency Relief Officer;"
- (c) by the insertion after item 62 of the following item:
- "62A. South African Maritime Safety Authority:
- (a) Chief Executive Officer, Manager (all ranks), Legal Officer, Principal Officer, Ship Surveyor.
 - (b) Registrar of Ships.
 - (c) Registrar of Seafarers."

P. M. MADUNA

Minister of Justice and Constitutional Development

No. R. 950

6 Augustus 1999

AANWYSING VAN KOMMISSARISSE VAN EDE Kragtens ARTIKEL 6 VAN DIE WET OP VREDEREGTERS EN KOMMISSARISSE VAN EDE, 1963 (WET No. 16 van 1963)

Kragtens artikel 6 van die Wet op Vrederegters en Kommissarisse van Ede, 1963 (Wet No. 16 van 1963), wysig ek, Penuell Mpapa Maduna, Minister van Justisie, hierby die Bylae by Goewermmentskennigsewing No. R. 903 van 10 Julie 1998, soos gewysig deur Goewermmentskennigsewing No. R. 1687 van 24 Desember 1998, soos in die Bylae uiteengesit.

BYLAE

Die Bylae by Goewermmentskennigsewing No. R. 903 van 10 Julie 1998, soos gewysig deur Goewermmentskennigsewing No. R. 1687 van 24 Desember 1998, word hierby gewysig—

- (a) deur die volgende item by te voeg:

- "5. (a) (iii) Die Raad op Ontwikkeling en Dienste ingestel kragtens artikel 2 van die Ordonnansie op die Raad vir Ontwikkeling en Dienste, 1941 (Ordonnansie No. 20 van 1941) (Natal), en die Dorperaad, ingestel kragtens die herroepde Regulasies vir die Administrasie en Beheer van Sekere Stedelike Gebiede in Natal, 1983 (Proklamasie No. 67 van 1983), en wat voortduur ingevolge artikel 15 van die Oorgangswet op Plaaslike Regering, 1993 (Wet No. 209 van 1993):
- (aa) Enige lid van die Bestuursliggaam ingestel kragtens Proklamasie No. 20 van 1997, gepubliseer op 24 Desember 1998, om die sake van die Raad op Ontwikkeling en Dienste en die Dorperaad te bestuur;
 - (bb) die Sekretaris van die Raad op Ontwikkeling en Dienste en die Sekretaris van die Dorperaad; en
 - (cc) enige werknemer van die Raad op Ontwikkeling en Dienste of die Dorperaad skriftelik spesifiek aangewys deur die Sekretaris van die Raad op Ontwikkeling en Dienste of die Sekretaris van die Dorperaad, na gelang van die geval, om die funksies van 'n kommissaris van ede te verrig;"

(b) deur item 32 deur die volgende item te vervang:

"32. Ithala Development Finance Corporation Limited:

- (a) Uitvoerende Direkteur, Uitvoerende Beampte, Regsadviseur, Afdelingsbestuurder, Algemene Bestuurder, Verkope- en Bemerkingsbestuurder.
- (b) Takbestuurder in 'n pos met 'n gradering van C1 of hoër.
- (c) Bestuurder, Seksiehoof en enige beampte in 'n pos met 'n gradering van C1 of hoër.
- (d) Assistenttakbestuurder en Noodlenigingsbeampte."

(c) deur na item 62 die volgende item in te voeg:

"62A. Suid-Afrikaanse Maritieme Veiligheidsowerheid:

- (a) Hoof Uitvoerende Beampte, Bestuurder (alle range), Regsbeampte, Eerste Beampte, Skeeps-opnemer.
- (b) Registrateur van Skepe.
- (c) Registrateur van Seelui."

P. M. MADUNA

Minister van Justisie en Konstitusionele Ontwikkeling

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 930

6 August 1999

LABOUR RELATIONS ACT, 1995

CORRECTION NOTICE

CLOTHING INDUSTRY (WESTERN CAPE): EXTENSION OF COLLECTIVE AGREEMENT FOR THE COUNTRY AREAS TO NON-PARTIES

The following corrections to Government Notice No. R. 718 appearing in *Government Gazette* No. 20150 of 11 June 1999, are hereby published for general information:

In the English Schedule:

1. CLAUSE 3: DEFINITIONS

Substitute the expression "the weekly wage prescribed in clause 4 (1) read with clause 4 (10)" for the expression "the weekly wage prescribed in clause 4 (1) read with clause 4 (1)" where it appears in the introduction sentence of the definition of "hourly rate" or "hourly wage" on page 10.

2. CLAUSE 4: WAGES

Substitute the words "an employee" for the word "as employee" where it appears in the third line of clause 4 (5) on page 16.

3. CLAUSE 11: PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

Substitute the expression "hours" for the expression "hous" where it appears in the second paragraph of clause 11 (6) on page 21.

4. CLAUSE 14: EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

Substitute the expression "the date of his entry" for the expression "the date of his entity" where it appears in the first line of clause 14 (2) (c) on page 22.

5. CLAUSE 16: ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION

Substitute the expression "in due course be dealt with" for the expression "in due course by death with" where it appears in the third line of clause 16 (1) (b) on page 25.

6. CLAUSE 26: CLOTHING INDUSTRY HEALTH CARE FUND

6.1 Substitute the expression "calculated from the first day of the month" for the expression "calculated from the Frist day of the month" where it appears in the third line of clause 26 (4) (c) (ii) on page 32.

6.2 Substitute the expression "abortion or still-born child" for the expression "abortion of still-born child" where it appears in clause 26 (5) (c) (iii) (ac) on page 33.

7. CLAUSE 30: MATERNITY LEAVE

Substitute the expression "while such employee is on such leave" for the expression "while such employee in on such leave" where it appears in the fourth line of clause 30 (2) (b) on page 38.

8. CLAUSE 33: SHOP STEWARDS

Substitute the expression "shall not be unreasonably withheld" for the expression "shall not be unreasonable withheld" where it appears in the second line of clause 33 (5) on page 39.

9. CLAUSE 36: PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

Delete clause 36 (1) (l) where it appears as the last paragraph on page 40.

No. R. 933**6 August 1999**

LABOUR RELATIONS ACT, 1995

CORRECTION NOTICE

**CLOTHING INDUSTRY (WESTERN CAPE): EXTENSION OF KNITTING DIVISION
COLLECTIVE AGREEMENT TO NON-PARTIES**

The following corrections to Government Notice No. R. 627 appearing in *Government Gazette* No. 20081 of 28 May 1999, are hereby published for general information:

In the English Schedule:

1. Clause 14. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

Substitute the expression "in the opinion of the **Council**" for the expression "in the opinion of the Council" where it appears in the first line of clause 14 (2) (b) on page 22.

2. Clause 15. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

Substitute the following clause 15 (7) (b) for the existing clause 15 (7) (B) where it appears on page 24:

"(b) employees engaged in making samples, to take not more than 10 days annual leave at a period other than between 15 December and the ensuing 14 January and in that event such employees shall be entitled to not less than two consecutive weeks leave or such lesser period of leave as might be due to the employees concerned, to be granted not later than within that period up to and including Good Friday of the year immediately succeeding the year of employment to which it relates: Provided that in the case of employees making samples, an employer shall be permitted to work 10 employees, or a minimum of five percent of his labour force, whichever is the greater;"

3. Clause 16. ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION

Substitute the expression "completed by the prospective **employee**" for the expression "completed by the prospective employee" where it appears in the third line of clause 16 (3) on page 25.

4. Clause 22. EXPENSES OF THE COUNCIL

Substitute the expression "**and** the Council shall" for the expression "ad the Council shall" where it appears in the third line of clause 22 (2) (c) on page 30.

5. Clause 26. CLOTHING INDUSTRY HEALTH CARE FUND

5.1 Substitute the expression "**Upon** liquidation of the Fund" for the expression "An liquidation of the Fund" where it appears in the first line of clause 26 (12) on page 34.

5.2 Substitute the expression "ordinarily worked by **him**" for the expression "ordinarily worked by hom" where it appears in the second line of clause 26 (13) (b) on page 35.

6. Clause 36. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

6.1 Substitute the expression "the agent **or** Disputes Committee" for the expression "the agent of Disputes Committee" where it appears in the second line of clause 36 (1) (b) on page 39.

6.2 Delete clause 36 (1) (l) where it appears as the first paragraph on page 41.

No. R. 934**6 August 1999**

LABOUR RELATIONS ACT, 1995

CORRECTION NOTICE

CLOTHING INDUSTRY (WESTERN CAPE): EXTENSION OF COLLECTIVE MAIN AGREEMENT TO NON-PARTIES

The following corrections to Government Notice No. R. 628 appearing in *Government Gazette* No. 20082 of 28 May 1999, are hereby published for general information:

In the English Schedule:

1. 3. DEFINITIONS

1.1 Substitute the expression "Health Care Fund Management Committee" for the expression "Sick Fund Management Committee" where it appears in the last line of the definition of "dependant" on page 4.

- 1.2 Substitute the expression "the weekly wage prescribed in clause 4 (1) read with clause 4 (10)" for the expression "the weekly wage prescribed in clause 4 (1) read with clause 4 (1)" where it appears in the introduction sentence of the definition of "hourly rate" or "hourly wage" on page 10.

2. CLAUSE 4. WAGES

- 2.1 Substitute the following for "Motor vehicle driver" in Part D: General:

(a) does not exceed 1 360 kg.....	355,00
(b) exceeds 1 360 but not 2 720 kg.....	369,00
(c) exceeds 2 720 kg.....	421,00

- 2.2 Substitute the expression "the experience such an employee has had" for the expression "the experience such as employee has had" where it appears in the third line of clause 4 (5) on page 17.

3. CLAUSE 11. PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

Substitute the expression "full pay in respect of the hours normally worked" for the expression "full pay in respect of the hours normally worked" where it appears in the second paragraph of clause 11 (6) on page 22.

4. CLAUSE 14. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

Substitute the expression "the date of his entry" for the expression "the date of his entity" where it appears in the first line of clause 14 (2) (c) on page 23.

5. CLAUSE 16. ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION

Substitute the expression "in due course be dealt with" for the expression "in due course by death with" where it appears in the third line of clause 16 (1) (b) on page 26.

6. CLAUSE 26. CLOTHING INDUSTRY HEALTH CARE FUND

- 6.1 Substitute the expression "calculated from the first day of the month" for the expression "calculated from the First day of the month" where it appears in the third line of clause 26 (4) (c) (ii) on page 33.
- 6.2 Substitute the expression "abortion or still-born child" for the expression "abortion of still-born child" where it appears in clause 26 (5) (c) (iii) (ac) on page 34.
- 6.3 Substitute the expression "sick leave not taken in one year" for the expression "sick leave not taken in oine year" where it appears in the first line of clause 26 (13) (g) (iii) on page 36.

7. CLAUSE 29. WAGE GUARANTEE

- 7.1 Substitute the expression "guarantee as specified" for the expression "guarantee as spcified" where it appears in the third line of clause 29 (1) (e) on page 38.
- 7.2 Substitute the expression "Provided that the total claim" for the expression "Provided that the local claim" where it appears in the fourth line of clause 29 (3) on page 38.

8. CLAUSE 30. MATERNITY LEAVE

Substitute the expression "while such employee is on such leave" for the expression "while such employee in on such leave" where it appears in the fourth line of clause 30 (2) (b) on page 39.

9. CLAUSE 33. SHOP STEWARDS

Substitute the expression "shall not be unreasonably withheld" for the expression "shall not be unreasonable withheld" where it appears in the second line of clause 33 (5) on page 40.

No. R. 935

6 August 1999

LABOUR RELATIONS ACT, 1995

CORRECTION NOTICE

CLOTHING INDUSTRY (WESTERN CAPE): EXTENSION OF PROVIDENT FUND COLLECTIVE AGREEMENT TO NON-PARTIES

The following corrections to Government Notice No. R. 629 appearing in *Government Gazette* No. 20083 of 28 May 1999, are hereby published for general information:

In the English Schedule:

1. 3. DEFINITIONS

Substitute the expression "spouse of the contributor" for the expression "spouse of the contribution" where it appears in the first line of subclause (b) (ii) of the definition of "dependant" on page 3.

2. CLAUSE 6. CONTRIBUTIONS

Substitute the expression "Employer's contributions:" for the expression "Employees contributions" where it appears as the subheading of clause 6 (2) on page 5.

3. CLAUSE 10. PAYMENT OF BENEFITS

3.1 Substitute the expression "thereafter be discharged" for the expression "thereafter the discharged" where it appears in the penultimate line of clause 10 (8) (e) on page 9.

3.2 Substitute the expression "Trust Property Control Act, 1988 (Act No. 57 of 1988)" for the expression "Trust Property Control Act, 1998 (Act No. 57 of 1998)" where it appears in clause 10 (8) (f) on page 9.

4. CLAUSE 15. POWERS OF DESIGNATED AGENTS WHEN ATTEMPTING TO RESOLVE DISPUTES AND SECURE COMPLIANCE OF AND IN TERMS OF THIS AGREEMENT

4.1 Substitute the expression "The designated agent must" for the expression "The designated must" where it appears in the first line of clauses 15 (8) and (10) respectively, on page 10.

4.2 Substitute the expression "contempt to the Labour Court" for the expression "contempt of the Labour Court" where it appears in clause 15 (12) on page 11.

5. CLAUSE 18. DISPUTE PROCEDURE

Substitute the expression "amend or vary" for the expression "amend to vary" where it appears in clause 18 (6) (k) on page 17.

No. R. 938**6 August 1999****LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICE****ELECTRICAL INDUSTRY OF SOUTH AFRICA: MAIN AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION (CAPE REGION)**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 1524 of 27 November 1998 with effect from 16 August 1999.

M. M. S. MDLADLANA
Minister of Labour

No. R. 938**6 Augustus 1999****WET OP ARBEIDSVERHOUDINGE, 1995****INTREKKING VAN GOEWERMENSKENNISGEWING****ELEKTROTEGNIËSE NYWERHEID VAN SUID-AFRIKA: HOOFOOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE (KAAPSE STREEK)**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewing No. R. 1524 van 27 November 1998 in, met ingang van 16 Augustus 1999.

M. M. S. MDLADLANA
Minister van Arbeid

No. R. 939**6 August 1999****LABOUR RELATIONS ACT, 1995****ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION (CAPE REGION) TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Electrical Industry of South Africa and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that industry, with effect from 16 August 1999, and for the period ending 31 March 2000.

M. M. S. MDLADLANA
Minister of Labour

No. R. 939

6 Augustus 1999

WET OP ARBEIDSVARHOUDINGE, 1995

ELEKTROTEGNIËSE NYWERHEID VAN SUID-AFRIKA: UITBREIDING VAN KOLLEKTIEWE HERBEKRAFTIGINGS-EN WYSIGINGS HOOFDOORENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE (KAAPSE STREEK) NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingsraad vir die Elektrotegniese Nywerheid van Suid-Afrika aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 16 Augustus 1999, en vir die tydperk wat op 31 Maart 2000 eindig.

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

Nota: 'n Afrikaanse afskrif van die ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA****COLLECTIVE AMENDING MAIN AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION (CAPE REGION)**

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

Electrical Contractors' Association (South Africa)

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

National Employees' Trade Union Metal and Electrical Workers' Union of South Africa South African Electrical Workers' Association

and

National Union of Metalworkers of South Africa

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

being the parties to the National Bargaining Council for the Electrical Industry of South Africa,

to amend and extend the Agreement published under Government Notice No. R. 1524 of 27 November 1998.

PART 1**1. SCOPE OF APPLICATION**

Substitute the following for subclause (1):

- (1) The terms of this Agreement shall be observed in the Electrical Industry (Contracting Section) in the Cape Region—
 - (a) by all employers and employees who are members of the employers' organisation and the trade unions, respectively;
 - (b) in the Magisterial Districts of The Cape, Wynberg (including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg, Simonstown, Goodwood and Bellville; in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices No. 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville.
- (2) Notwithstanding the provisions of subclause (1) the terms of this agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice serviced in terms thereof.
- (3) For the purposes of this Agreement, the "weekly wage rate" of apprentices prescribed under the Manpower Training Act, 1981, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.
- (4) Clauses 1 (1) (a), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions, respectively.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 March 2000.

3. SPECIAL PROVISIONS

The provisions contained in clauses 5, 20 (1) (d), 22 (3), 25 (2) and (3), 34 (8) and 46 of Part I of the Agreement published under Government Notice No. R. 1524 of 27 November 1998 (hereinafter referred to as the "Former Agreement") as further amended or re-enacted from time to time shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 and 4, 6 to 20 (1) (c), 20 (1) (e) to 22 (2), 22 (4) to 25 (1), 25 (4) to 34 (7), 35 to 45 and 47 and 48 of Part I and Part II of the Former Agreement shall apply to employers and employees.

5. CLAUSE 4: DEFINITIONS

Insert the following new definition after the definition of "driver":

"**'electrical assistant'** means an employee who is engaged in any or all of the following tasks:

- (a) Digging of holes and trenches, planting of poles and laying of cables in trenches;
- (b) chasing and cutting of walls and concrete floors for conduit;
- (c) loading or unloading of materials;
- (d) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;
- (e) cleaning of office and workshop areas;
- (f) preparing of refreshments;
- (g) Assisting a master installation electrician, and installation electrician, an electrical tester for single phase, an emerging electrical installer, an electrician, an Elconop 1, Elconop 2 or Elconop 3, but not performing any work individually except as set out in (a) to (f) above: Provided that should an employee produce a certificate of service issued in terms of clause 39 of Part 1 of the Agreement, or other evidence acceptable to the Council indicating that he was previously employed in the Industry as an Elconop 1, he shall be employed as not less than an Elconop 1.

The terms and conditions of employment of an electrical assistant shall be identical to those of an employee formerly defined as a labourer."

6. In the definition "Electrical Contracting and Servicing Industry (Cape)", delete the expression "Contracting and Servicing" and the expression "(Cape)".

7. Insert the following new definition after the definition of "electrician":

"**'emerging electrical installer (EEI)'** means an employee who is engaged in any or all of the following tasks:

- (a) Installation, inspection and testing of installations in dwellings not exceeding 80 sq m in area. The electrical installation shall be limited to a maximum of a 60 amp single-phase supply and comprise the installation of a single-phase distributions board or a redi board, lights, excluding low-voltage lighting, socket outlets, stove connection and a water heater up to a maximum of 3 kW.
- (b) The EEI must be registered as an accredited person in terms of regulation 9 of the Electrical Installation Regulations, 1992, so as to permit him to verify and certify the construction, testing and inspection of the electrical installations described in (a) above.
- (c) The EEI must either—
 - (i) successfully have passed the prescribed test to qualify as an Elconop 3, and obtained a minimum of two years' post-qualification experience as an Elconop 3, and successfully passed a practical test accredited by the Electrical Contracting Industries Training Board to prove competence at being able to undertake the duties listed in (a) above, and successfully passed a theoretical test accredited by the ECITB on those provisions of the Code of Practice for the wiring of premises (SABS 0142) relating to single-phase installation; or
 - (ii) (aa) provide documentary evidence of at least 10 years' relevant practical experience relating to single-phase installations, and
 - (ab) successfully have passed a practical test accredited by the ECITB to prove competence at being able to undertake the duties listed in (aa) above; and
 - (ac) successfully have passed a theoretical test accredited by the ECITB on those provisions of the Code of Practice for the wiring of premises (SABS 0142) relating to single-phase installation."

8. Insert the following new definition after the definition of "foreman";

"general worker" means an employee who is engaged in any or all of the following tasks:

- (a) Loading or unloading of materials;
- (b) digging of holes and trenches, planting of poles and laying of cables in trenches;
- (c) cleaning of office and workshop areas;
- (d) preparing of refreshments;
- (e) chasing and cutting of walls and concrete floors for conduit;
- (f) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed.

A general worker shall have at least one electrical assistant in his employ before he may employ a general worker;

- (a) An employer shall have at least one electrical assistant in his employ before he may employ a general worker;
- (b) a general worker may only be employed to perform in work described in paragraph 8 (a) above;
- (c) the minimum rate of wages shall be not less than 70% of the prescribed rate of wages specified in the Agreement for an electrical assistant in the area where the general worker is employed;
- (d) the working hours shall be the normal working hours of the establishment;
- (e) any overtime worked by a general worker on a normal working day or a Saturday, Sunday or public holiday shall be paid in accordance with the provisions of the Agreement;
- (f) a general worker may be employed for not more than 12 months, whereafter his services must either be terminated or he must be offered employment as an electrical assistant on the terms and conditions specified in the Agreement;
- (g) from the commencement of employment of the general worker he shall be reflected in the wage register and UIF returns of the employer and the employer shall at all times ensure that the general worker is covered by the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. of 1993);
- (h) all applicable contributions and subscriptions in terms of the Collective Agreements of the Council shall be payable in respect of all general workers and all such employees shall be included in the Council's monthly return forms;
- (i) the employer shall pay wages due to a general worker weekly, and where the services of a general worker are terminated before the normal pay day as set out herein, he shall be paid all remuneration due to him on termination of employment."

9. Delete the definition of "labourer" in its entirety.

10. CLAUSE 6: DAYS AND HOURS OF WORK

Substitute the following for the existing clause 6:

"6. DAYS AND HOURS OF WORK

- (1) Every employer must regulate the working time of each employee—
 - (a) in accordance with the provisions of any Act governing occupational health and safety;
 - (b) with due regard to the health and safety of employees;
 - (c) with due regard to the Code of Good Practice on the Regulation of Working Time issued under section 87 (1) (a) of the Act; and
 - (d) with due regard to the family responsibilities of employees.
- (2) (a) Subject to the provisions of clause 7, no employer shall require or permit any employee to work—
 - (i) for more than eight hours in any one day, Mondays to Fridays;
 - (ii) for more than five days in any one week, Mondays to Fridays;
 - (iii) on a Saturday, Sunday or public holiday;
 - (iv) before 07:00 or after 17:00;
 - (v) (aa) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the intervals to not less than half an hour;
 - (ab) except as provided for in item (aa) or (ac) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
 - (ac) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to not less than 15 minutes.

- (b) Notwithstanding the provisions of subclause (2) (a), an employer may, by declaration to the Council, within one month of the date of coming into operation of the Agreement, elect to change the hours of work and thereafter such employer shall not require or permit any employee to work—
- (i) for more than nine hours in any one day;
 - (ii) for more than five days in any one week, Mondays to Fridays;
 - (iii) on a Saturday, Sunday or public holiday;
 - (iv) before 07:00 or after 17:00;
 - (v) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour.
- (3) (a) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must—
- (i) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands—
 - (aa) of any health and safety hazards associated with the work that the employee is required to perform; and
 - (ab) of the employee's right to undergo a medical examination in terms of subclause (3)(b);
 - (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning the hazards referred to in (i) (aa) above—
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
 - (ii) at appropriate intervals while the employee continues to perform such work; and
 - (c) transfer the employee to suitable day work within a reasonable time if—
 - (i) the employee suffers from a health condition associated with the performance of night work; and
 - (ii) it is practicable for the employer to do so.
- (4) For the purposes of subclause (3) (a) an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year."

11. CLAUSE 7: OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND PUBLIC HOLIDAYS

In subclause (1) (e), substitute the clause number "21 (1) (b)" for the clause number "20 (1) (b)".

12. CLAUSE 12: PAYMENT OF REMUNERATION

- (a) In subclause (2) (a) (i), substitute the expression "28 days" for the expression "27 days".
- (b) In subclause (2) (a) (iv), substitute the expression "clause 29" for the expression "clause 28".

13. CLAUSE 18: MATERNITY LEAVE

Insert the following new clause 18:

"18. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (2) An employee may commence maternity leave—
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) 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.
- (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.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a still a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
 - (a) commence maternity leave; and
 - (b) return to work after maternity leave.
- (6) Notification in terms of subclause (5) must be given—
 - (a) at least four weeks before the employee intends to commence maternity leave;
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (7) The payment of maternity benefits will be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966)."

14. RENUMBER CLAUSES 18, 19 AND 20 TO READ 19, 20 AND 21, RESPECTIVELY**15. CLAUSE 21: RATIO OF CATEGORIES TO EACH OTHER AND RESPONSIBILITIES OF EMPLOYERS AND EMPLOYEES**

- (1) Renumber this clause to read 21.
- (2) Substitute the expression "electrical assistant and general worker" for the expression "labourer" wherever it may appear in this clause.

16. RENUMBER CLAUSES 22, 23 AND 24 TO READ 23, 24 AND 25, RESPECTIVELY

- 17. In subclause (1) (a), substitute the expression "26 (1) and (2), 27 (1) and 29 (4)" for the expression "25 (1) and (2), 26 (1) and 28 (4)".

- 18. Renumber clauses 25 and 26 to read 26 and 27, respectively.

19. CLAUSE 26: NEW HEADING

Substitute the following for the heading of this clause: "26. ELECTRICAL DEVELOPMENT AND TRAINING FUND".

- 20. Renumber clauses 27, 28 and 29 to read 28, 29 and 30, respectively.

21. CLAUSE 30. REGISTRATION AND TRAINING OF EMPLOYEES

- (1) In subclause (1), substitute the expression "electrical assistants and general workers" for the expression "and labourers".

- (2) In subclause (2), substitute the expression "electrical assistant" for the expression "labourer".

- 22. Renumber clauses 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43 to read 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 and 44, respectively.

- 23. Substitute the following for clause 44:

"44. EXEMPTIONS

- (1) In terms of section 32 of the Act the Council shall consider all applications for exemptions from any of the provisions of this Agreement for any good and sufficient reason.
- (2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Council.
- (3) All applications for exemptions shall be substantiated, and such substantiation shall include the following details:
 - (a) The period for which the exemption is required;
 - (b) the agreement and clauses or subclauses of the agreement from which the exemption is required;
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the application.
- (4) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Council meeting for consideration.
- (5) The Secretary of the Council shall provide the Council with details of all the applications for exemption.
- (6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (7) Once the Council has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (8) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.
- (9) Exemption criteria: The Council shall consider all applications for exemption with reference to the following criteria:
 - (a) The written and verbal substantiation by the applicant;
 - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
 - (c) the terms of the exemption;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that a competitive advantage is not created by the exemption;
 - (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparative bona fide benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;

- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical Industry;
 - (h) any existing special economic or other circumstances that warrant the granting of the exemption;
 - (i) reporting requirements by the applicant and monitoring and re-evaluation processes; and
 - (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
- (10) In terms of section 32 of the Labour Relations Act, 1995, the Council hereby establishes an independent appeal body to hear and decide as soon as possible, any appeal brought against—
- (a) the Council's refusal of an application for exemption from the provisions contained in this Agreement;
 - (b) the withdrawal of such an exemption by the Council.
- (11) The Secretary shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal Body for a decision.
- (12) The Independent Appeal Body may request further information from either the applicant or the Council in order to arrive at a decision.
- (13) The Independent Appeal Body shall consider all applications with reference to the criteria in subclause (9) and shall ensure that the applications would not be in conflict with the primary objects of the Act."
24. Renumber clauses 45, 46, 47 and 48 to read 46, 47, 48 and 49, respectively.
25. In clause 48 (4), substitute the expression "clause 49" for the expression "clause 48".

PART 11

26. CLAUSE 2: EXPENSES OF THE COUNCIL

In subclause (1) insert the following on the existing scale:

- (a) In column A after the expression "electrician and artisan" insert the expression "emerging electrical installer", and insert the amount "100" in columns B and C.
- (b) In column A after the expression "Elconop 1" insert the expression "electrical assistant", and insert the amount "70" in columns B and C.
- (c) In column A after the expression "electrical assistant" insert the expression "general worker", and insert the amount "70" in columns B and C.

27. In column A of subclause (1) delete the expression "labourer" and the amounts reflected in columns B and C.

28. In column A of subclause (3) substitute the expression "National Bargaining Council" for the Electrical Industry of South Africa" for the expression "Bargaining Council for the Electrical Contracting and Servicing Industry (Cape)".

29. CLAUSE 4: SCHEDULE OF WAGES AND/OR EARNINGS

In subclause (1), substitute the following schedule for the existing schedule:

	<i>"Rate per hour"</i>
Master installation electrician	28,82
Installation electrician	28,10
Electrical tester for single phase	24,21
Electrician and artisan	23,06
Emerging electrical installer	19,80
Elconop 3.....	17,22
Elconop 2.....	16,30
Elconop 1.....	11,03
Electrical assistant.....	9,03
General worker.....	6,32
Driver of a vehicle, the unladen mass of which is—	
(a) up to 3 500 kg	9,67
(b) from 3 501 kg up to 9 000 kg.....	10,92
(c) 9 001 kg and over	12,44".

30. Substitute the following for the existing subclauses (2) and (3):

- (2) Notwithstanding the provisions of subclause (21), every employee who, on the date of coming into operation of this Agreement, is employed by an employer on work classified in the Agreement and whose actual rate of pay is in excess of the minimum prescribed wage rate immediately prior to the said date, shall as a guaranteed personal increase receive an additional amount of 5% of his actual hourly rate of pay: Provided that on no occasion shall he receive less than the wages prescribed in subclause (1).

- (3) The additional amount payable in terms of subclause (2) may be offset against the amount of any increase granted to such employee on or subsequent to 1 January 1999."

Signed at Cape Town as authorised, for and on behalf of the parties to the Council, this 18th day of May 1999.

A. BENN

Chairperson of the Council

A. A. STANLEY-BEST

Vice-Chairperson of the Council

G. FISHER

Secretary of the Council

No. R. 941

6 August 1999

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF COLLECTIVE RE-ENACTING AND AMENDING MAIN AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 16 August 1999 and for the period ending 30 June 2001.

M. M. S. MDLADLANA

Minister of Labour

No. R. 941

6 Augustus 1999

WET OP ARBEIDSVERHOUDINGE, 1995

METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE HERBEKRAFTIGINGS- EN WYSIGINGSHOOFOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 16 Augustus 1999 en vir die tydperk wat op 30 Junie 2001 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

COLLECTIVE AMENDING MAIN AGREEMENT

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

Association of Electrical Cable Manufacturers of South Africa

Association of Metal Service Centres of South Africa

Border Industrial Employers' Association

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Electrical Engineering and Allied Industries' Association

Electrical Manufacturers' Association of South Africa

Electronics and Telecommunications Industries' Association

Gate and Fence Association

Hand Tool Manufacturers' Associations (HATMA)

KwaZulu Natal Engineering Industries' Association

Lift Engineering Association of South Africa
 Light Engineering Industries' Association of South Africa
 Materials Handling Association
 Non-ferrous Metal Industries' Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa (RATA)
 Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries' Association of South Africa
 S.A. Electro-Plating Industries' Association
 S.A. Engineers' and Founders' Association
 S.A. Fastener Manufacturers' Association (SAFMA)
 S.A. Refrigeration and Air-Conditioning Contractors' Association (SARACCA)
 S.A. Post Tensioning Association (SAPTA)
 S.A. Pump Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association (SARCEA)
 S.A. Tube Makers' Association
 S.A. Valve and Actuator Manufacturers' Association (SAVAMA)
 S.A. Wire and Wire Rope Manufacturers' Association

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

Chemical Workers' Industrial Union
 Electronic and Metal Workers' Union of South Africa
 Metal and Electrical Workers' Union of South Africa
 Mineworkers' Union
 National Employees' Trade Union
 National Union of Metalworkers of South Africa (NUMSA)
 S.A. Electrical Workers' Association
 S.A. Workers' Union
 Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)

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

being the parties to the Metal and Engineering Industries Bargaining Council,

to amend the Agreement published under Government Notice No. R.404 of 31 March 1998 as amended, by GN. R.1491 of 27 November 1998 and re-enacted.

PART I

CONDITIONS OF EMPLOYMENT

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993), and the terms of this Agreement shall be observed—

- (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
- (b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
- (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;
- (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1), clauses 1 (1) (d), 2 and 3 of Part 1 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

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

- (a) The installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State.

- (b) The manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging.
 - (c) The manufacture of aluminium sheet and/or foil, and interrelated operations.
 - (d) The installation and/or repair and/or maintenance of electrical lifts and escalators.
 - (e) The production of iron and/or steel and/or ferro-alloys.
 - (f) The installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in clause 3 of Part 1 of the Agreement published under Government Notice No. R. 404 of 31 March 1998 in the Provinces of the Good Hope and the Orange Free State.
 - (g) The manufacture of tungsten carbide (hard metal).
 - (h) The assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures.
 - (i) The Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal.
 - (j) The installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State.
 - (k) The manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining.
 - (l) The undertaking of Union Steel Corporation of South Africa (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal.
 - (m) The Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape.
 - (n) The production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria.
 - (o) The undertaking of Billiton Aluminium S.A. (Pty) Ltd, in the Magisterial District of Lower Umfolozi.
 - (p)
 - (i) The manufacture by mass-production methods from sheetmetal of a gauge not exceeding 2,108 mm of—
 - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;
 - (ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs.

For the purposes of this paragraph, "rigid tube" means a container and a "container" means a plain or lithographed article designed for the packing for transport or sale of products, and capable of being closed by means of a lid or cap or any other type of closure.
 - (q) The manufacture from tinplate of a gauge not exceeding 0,116 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.
 - (r) The erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice No. R. 404 of 31 March 1998.
 - (s) The servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
- (a) the provisions of the clauses relating to Leave Pay, Additional Leave Pay and Leave Enhancement Pay of Part I of the Agreement published under Government Notice No. R. 404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

- (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement.

For the purposes of this paragraph, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.

- (6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 47 hours per week.

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 2001.

3. SPECIAL PROVISIONS

The provisions contained in clauses 28 and 41 and Annexure E of the Agreement published under Government Notice No. R. 1491 of 27 November 1998 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27, and 29 to 40 of Part I and Part II excluding Annexure E of the Former Agreement shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

- (1) Substitute the following for the definition of "day shift":

"**'day shift'** means, subject to the definition herein covering 'two-shift system' and 'three-shift system', any period worked by an employee between the hours of 06:00 and 18:00 on Mondays to Fridays, inclusive, and any period worked between the hours of 06:00 and 12:00 on Saturdays."

- (2) Substitute the following for the definition of "night shift":

"**'night shift'** means, subject to the definition herein covering 'two-shift system' and 'three-shift system', any period worked by an employee between the hours of 18:00 and 06:00, from starting time on Monday until starting time on Saturday, except in marine work where any three or more nights worked consecutively may constitute night-shift work."

- (3) Substitute the following for the definitions of Regions A, B, C, D, E and F:

"**Region A**" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield (CP), Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Cape Region), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

"**Region B**" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarkastad and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Border Region), P.O. Box 13162, Vincent, 5217, or First Floor, 12 St Georges Road, Southernwood, 5021 ;

"**Region C**" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu-Natal Region), P.O. Box 5900, Durban, 4000, or 11th Floor, Sangro House, 417 Smith Street, Durban, 4001;

"**Region D**" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steytleville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Midrand Region), P.O. Box 12848, Centrahill, 6006, or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

"**Region E**" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Transvaal Region), P.O. Box 3998, Johannesburg, 2000, or Engineering Industrial Council House, 5 Andrea Road, Reuven, Johannesburg, 2091;

"Region F" means the Province of the Orange Free State, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Douglas, Gordonia, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Free State and Northern Cape Region), P.O. Box 95, Welkom, 9460, or Offices 39-41, Shoprite Centre, corner of Arrarat and Heeren Streets, Welkom, 9459;

6. CLAUSE 4: HOURS OF WORK

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

- "(1) (a) The ordinary hours of work shall not exceed 43 in any one week for—
- (i) employees on day shift and/or night shift;
 - (ii) employees working on the two and/or three-shift system."

(2) Substitute the following for subclause (1) (b):

- (1) (b) The ordinary hours per shift shall not exceed—
- (i) nine hours in any day if the employee works for five days or fewer in a week; or
 - (ii) eight hours in any day if the employee works on more than five days in a week.

Note: An employee's ordinary hours of work in terms of subclause (1) (a) may by agreement be extended by up to 15 minutes in a day but not more than 60 minutes in a week to enable an employee whose duties include serving members of the public to continue performing those duties after the completion of ordinary hours of work."

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

- "(3) Overtime shall be voluntary and unless otherwise authorised by the Council, the maximum overtime that may be worked by an employee in any week, including work on Sundays, shall not exceed ten hours per week: Provided that in establishments that operate a three-shift continuous-process system, which includes up to a maximum of four hours' overtime in the normal week, an employee shall be deemed to have agreed to regard such overtime as compulsory overtime if he accepts work at such an establishment. The additional hours worked by the employee, as a consequence of the reduction in working time in the Industry provided for in subclause (7) below, shall be paid at ordinary rates of pay."

(4) Insert the following new subclause (6):

- "(6) An employer who requires an employee to perform night work on a regular basis after 23:00 and before 06:00 the next day must—
- (a) inform the employee in writing or orally if the employee is not able to understand a written communication, in a language that the employee understands—
 - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
 - (ii) of the employee's right to undergo a medical examination in terms of paragraph (b);
 - (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning the hazards referred to in (a) (i) above—
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
 - (ii) at appropriate intervals while the employee continues to perform such work; and
 - (c) transfer the employee to suitable day work within a reasonable time if—
 - (i) the employee suffers from a health condition associated with the performance of night work; and
 - (ii) It is practicable for the employer to do so.

For the purpose of subclause (6), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year."

(5) Insert the following new clauses (7) and (8):

"(7) Programme to Reduce Working Hours to 40 per Week:

The parties have agreed to introduce a 40-hour week in the Industry by way of the following working time reduction programme:

Effective date of reduction in working hours	Maximum ordinary weekly hours
1 July 1999	43
1 July 2000	42
1 July 2001	41
1 July 2002	40

"(8) Flexible Working Time Arrangements:

- (a) The trade union and employer parties to this Agreement have committed themselves to the voluntary introduction of the flexible working time arrangements at individual companies in the Industry.
- (b) The parties have accordingly agreed that management and workers, at individual company level, should be encouraged to adopt a flexible approach to the arrangement of their actual working hours, including annualisation, averaging and/or the introduction of other flexible working time arrangements of mutual benefit to management and workers at these companies as set out in Annexure F."

(6) Renumber subclause (6) to read (9).

7. CLAUSE 9: MATERNITY LEAVE

Substitute the following for subclause (5):

- "(5) A permanent employee with less than one year's employment with the same employer shall be entitled to a period of unpaid maternity leave not exceeding four months. The provisions of this clause shall apply equally under such circumstances."

8. CLAUSE 23: EXEMPTIONS

Substitute the following for the existing clause:

"1. Exemptions:

- (a) Any person bound by this Agreement may apply for exemption from any provision of this Agreement.
- (b) An application for exemption shall be in writing, fully motivated, and sent to the manager of the Council's regional office for the area in which the applicant is located.
- (c) An employer applicant shall consult with the workforce through its trade union representatives (or, where there are no trade union representatives, with the workforce itself) as to the need for the exemption and its effect on the employees, and shall include in the application the views expressed by the workforce in this regard.
- (d) An application for exemption from the minimum wage increases provided for in this Agreement shall be received by the Council by no later than 30 days after publication of this Agreement in the *Gazette*.
- (e) An application for exemption shall not be considered if the contents of the application is covered by an arbitration award binding the applicant.
- (f) The Council shall issue to every person to whom exemption has been granted an exemption licence, setting out the following:
 - (i) The full name of the person or enterprise concerned;
 - (ii) the provisions of this Agreement from which the exemption has been granted;
 - (iii) the conditions subject to which exemption is granted;
 - (iv) the period of the exemption;
 - (v) the date from which the exemption shall operate; and
 - (vi) the area in which the exemption applies.
- (g) The Council shall ensure that—
 - (i) all exemption licences issued are numbered consecutively;
 - (ii) an original copy of each licence is retained by the Council;
 - (iii) a copy of the exemption licence is sent to the applicant.
- (h) Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.
- (i) The Council may, on good cause shown, give the holder of an exemption licence 30 days' notice of withdrawal of the exemption.

2. Process and criteria:

- (a) In considering an application for exemption, the Council shall consider the views expressed by the employer(s) and the workforce, any other representations received in relation to that application and the possible effect of the exemption on competitors.
- (b) The exemption may not contain terms that would have an unreasonably detrimental effect in the fair, equitable and uniform application of this Agreement in the Industry.
- (c) Wage and wage-related exemptions shall not be granted for an indefinite period.

3. Appeals:

- (a) An independent body, referred to as the Independent Exemptions Appeal Board (the Board), is hereby appointed and shall consider, in accordance with the provisions of section 32 (e) and (f) of the Act, any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption.
- (b) In considering an appeal the Board shall consider the recommendations of the Council, any further submissions by the employer and the workforce or their respective employee organisations or trade unions and shall take into account the criteria set out above and also any other representations received in relation to the application.
- (c) Should the appeal be granted a licence of exemption shall be issued in terms of subclause (1) (f) and (g) above and shall be subject to subclause (1) (h) and (i)."

9. CLAUSE 34: PAID SICK LEAVE

- (1) Insert the following new subclause (5) (c):

"5. (c) In respect of periods during which the employee was working short time or periods of lay-off:

- (2) Substitute the following for subclause (6) (d):

"(d) Is in receipt of sick pay in terms of the Metal and Engineering Industry Sick Pay Fund Agreement in operation from time to time or from any other sick pay scheme operating by virtue of any exemption from that Agreement."

PART II

10. Substitute the following for clauses 1, 2 and 3:

"1. WAGES AND/OR EARNINGS

A new five-grade job and wage structure has been determined for use in the Industry. Individual employers together with employees, their representatives and/or registered trade unions at establishment level will accordingly mutually agree on whether or not to implement the new five-grade job and wage structure on a voluntary basis or continue to observe the existing 13 grades (Rates A to H) and related arrangements.

Details of the five-grade job and wage structure are set out in Annexure B. Details of definitions of the grades are set out in Annexure C. Details of the current 13-grade structures are set out in Part II of this Agreement.

The Tables of Wage Rates as set out in (a) to (d) hereunder have general and/or specific application to operations listed in this Agreement. For ease of reference the wage rate categories are as follows:

- (a) Except as provided for in Wage Tables (b) to (e) hereunder, the wage rates prescribed in Wage Table (a) are applicable to all operations listed as Rates, A, A1, AA, AB, B, C, D, DD, DDD, E, F, G and H, including watchman's work in—

Schedule G
Schedule M
Division D/O to D/32
Schedule E/1 and E/3
Division E/2.

- (b) Wage rates prescribed in Wage Table (b) are applicable to employees as vehicle drivers and have general application throughout the Technical Schedules in this Agreement.
- (c) Wage rates prescribed in Wage Table (c) have specific application to the operations listed therein.
- (d) Wage rates prescribed in Wage Table (d) apply only to the operations listed in Schedule F.
- (f) Wage rates prescribed in Wage Table (e) apply to apprentices only.

(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount for his class of work, as set out in the Wage Tables hereunder: Provided that—

- (i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 1999: Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1999 shall be remunerated by the payment of an amount within 16 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work pre- scribed above	} Less (if any) {	Amount per hour of any increase granted to the employee on or after 1 July 1999
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multiplied by the number of hours which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 1999 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later: Provided further that if the number of said hours includes hours other than ordinary hours worked then the above calculation must be performed separately in respect of the ordinary hours worked and each category of overtime hours in order to include the prescribed overtime premium provided for in this Agreement in each case;

- (ii) any employee who was engaged after 1 July 1999 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subclause for his class of work;
- (iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 1 July 1999, and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
- (iv) for the purposes of this Agreement the rate applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed in incentive bonus work in terms of clause 10 of Part I of the Agreement;
- (v) an employer who intends to grant general increases to all employees, or all employees in a particular category of employees, in excess of the guaranteed personal minimum increases provided for in this Agreement, shall consult the employees concerned: Provided that, in respect of employees who are members of a union, if the employer is a member of any of the employers' organisations which are parties to the Agreement, the employer shall consult the trade unions concerned;
- (vi) where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Bargaining Council shall be notified of the increases granted.

(2) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer, nor to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amounts as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made and the amounts thereof.

(3) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week on the highest-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

(4) Subject to the provisions of subclause (1) to (3), inclusive, no employer shall pay to the employees engaged on any of the classes of work hereinafter specified in the Wage Schedules wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes.

2. ALLOWANCES

Allowances payable subject to the provisions of Part 1, clause 17 of this Agreement:

(1) *Subsistence allowance under Groups A and B*

Grade	Allowance per day
Rates A to B	R37,00
Rates C to DDD	R35,00
Rates E to H	R32,00
<i>Structural Engineering</i>	
Categories 4 and 5	R37,00
Category 3	R35,00
Categories 1(a) 1 and 2	R32,00

- (2) **Abnormally dirty work allowance** (employees other than employees expressly engaged as cleaners): The allowance payable is 45 cents per shift or part thereof plus a further 45 cents where working overtime on abnormally dirty work for four hours or more.
- (3) **Height allowance:** Eight per cent of the employee's normal hourly rate when working aloft on ships and/or floating vessels.

3. WAGE TABLES

A. For the period 16 August 1999 to 30 June 2000:

- (a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT

	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1999	Amount per hour	
Class of Work	%	CPH	R
Rate A and A1	7,50	139	19,96
Rate AA	7,63	133	18,78
* Rate AA—start	7,75	127	17,66
Rate AB	7,88	121	16,61
Rate B	8,00	116	15,63
Rate C	8,13	111	14,81
Rate D	8,25	109	14,29
Rate DD	8,38	101	13,04
Rate DDD	8,50	96	12,27
Rate E	8,63	92	11,55
Rate F	8,75	88	10,88
Rate G	8,75	82	10,21
Rate H (including watchman's work)	8,75	77	9,60

- * Rate AA — start is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in the Agreement.

(b) WAGE RATES APPLICABLE TO VEHICLE DRIVING—EXTERNAL TRANSPORT INCLUDING FORKLIFT

	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B).		New minimum hourly wage rates
	A	B	
	Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1999	Amount per hour	
Class of Work	%	CPH	R
Schedule G (a) (iv)			
(1) Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	8,75	88	10,88
(2) Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver (job grade E)	8,63	92	11,55
(3) Driving of load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver (job grade DD)	8,38	101	13,04
(4) Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver (job grade C)	8,13	111	14,81

(c) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREIN

	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B).		New minimum hourly wage rates
	A	B	
	Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1999	Amount per hour	
Class of Work	%	CPH	R
Schedule G			
Learners			
Rate D Operation 1:			
First three months of experience (Rate D, less 10%)	7,62	98	12,86
Second three months of experience (Rate D, less 5%) ..	8,29	104	13,58
Thereafter Rate D	8,25	109	14,29
Provided that—			
(i) no employee may be engaged upon incentive bonus work during the learnership period;			
(ii) an employer who wishes to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.			
Viterous Enamelling			
Operation 1 (a):			
First duster (Rate B)	8,00	116	15,63
Operation 1 (b):			
Second duster (Rate D)	8,25	109	14,29
Section (d):			
Structural Engineering Wage Categories:			
Category 5	7,50	139	19,96
Category 4	7,81	129	17,77
Category 3	8,13	112	14,90
Category 2	8,44	93	11,92
Category 1	8,75	77	9,61
Category 1 (a)	8,75	64	7,92

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1999	Amount per hour	
Class of Work	%	CPH	R
(2) DIVISION D 4			
<i>Rate B Operation 1:</i>			
First six months of experience (Rate F)	8,75	88	10,88
Second six months of experience (Rate DDD)	8,50	96	12,27
Third six months of experience (Rate D)	8,25	109	14,29
Fourth six months of experience (Rate C)	8,13	111	14,81
Thereafter Rate B	8,00	116	15,63
(3) DIVISION D 12			
Learnership periods and rates of pay therefor:			
<i>Rate B—Newcomers:</i>			
First two months of experience (Rate DD)	8,38	101	13,04
Second two months of experience (Rate D)	8,25	109	14,29
Third two months of experience (Rate C)	8,13	111	14,81
Thereafter Rate B	8,00	116	15,63
<i>Rate C—Newcomers:</i>			
First two months of experience (Rate DD)	8,38	101	13,04
Second two months of experience (Rate D)	8,25	109	14,29
Thereafter Rate C	8,13	111	14,81
<i>Rate D—Newcomers:</i>			
First two months of experience (Rate DD)	8,38	101	13,04
Thereafter Rate D	8,25	109	14,29
(4) DIVISION D 19			
<i>Section (f):</i>			
Rate A Operation No. 1			
First year of experience (Rate AA—start)	7,75	127	17,66
Second year of experience (Rate AA)	7,63	133	18,78
Thereafter Rate A1	7,50	139	19,96
(5) DIVISION D 22			
<i>Section (b):</i>			
Operation No. 1 (Rate D)	8,25	109	14,29
<i>Section (c):</i>			
Operations No. 1 to No. 5 (Rate D)	8,25	109	14,29
Operations No. 6 to No. 8 (Rate DDD)	8,50	96	12,27
Operations No. 9 to No. 21 (Rate G)	8,75	82	10,21
Operations No. 22 to No. 33 (Rate H)	8,75	77	9,60
(6) DIVISION D 23			
Training periods: Newcomers to Rate DDD:			
First four months of experience (Rate F)	8,75	88	10,88
Thereafter Rate DDD	8,50	96	12,27

	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1999	Amount per hour	
Class of Work	%	CPH	R
Newcomers to Rate E:			
First four months of experience (Rate H).....	8,75	77	9,60
Thereafter Rate E.....	8,63	92	11,55
(7) DIVISION D 24			
Rate Operation No. 1:			
First three months of experience (Rate D. less 5%)	8,29	104	13,58
Thereafter Rate D	8,25	109	14,29
(8) DIVISION E 2			
Section (b):			
First 12 months of experience (Rate AA-start).....	7,75	127	17,66
Second 12 months of experience (Rate AA).....	7,63	133	18,78
Thereafter Rate A1	7,50	139	19,96

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1999	Amount per hour	
Class of Work	%	CPH	R
Group Z.....	7,50	139	19,96
Group Y.....	7,66	110	15,48
Group IX.....	7,81	105	14,47
Group VIII.....	7,97	102	13,88
Group VII.....	8,13	100	13,25
Group VI.....	8,28	97	12,67
Group V.....	8,44	94	12,08
Group IV.....	8,59	91	11,51
Group III.....	8,75	89	11,09
Group II.....	8,75	85	10,62
Group I.....	8,75	82	10,19

(e) WAGE RATES APPLICABLE TO APPRENTICES ONLY

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum weekly wage rates
	A	B	
	Increase on actual weekly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1999	Amount per week	
Class of Work	%	R	R
First year.....	7,5	20	415
Second year.....	7,5	22	458
Third year.....	7,5	26	545
Fourth year.....	7,5	39	806
The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 43.			

B. For the period 1 July 2000 to 30 June 2001

The parties have agreed that the wage increases effective from 1 July 2000 will be calculated on the following basis:

- (a) The Consumer Price Index will serve as the basis for the average percentage wage increases. This will be the published Statistics S.A. year-on-year percentage increase in the Consumer Price Index for all income groups for the period May 1999 to May 2000.

- (b) This average percentage increase will be increased by 1,2% on average to accommodate half the cost of the reduction in working hours from 43 to 42 hours per week.
- (c) Should the CPI figure, referred to in (a) above—
 - (i) be above 10%, the parties will reopen the negotiations on the level of the wage increases only; or
 - (ii) be below 5%, the increase will be an average of 5% plus an average of 1,2% (i.e. 6,2%).
- (d) The average wage increase will be implemented on a differentiated basis across the grades (i.e. higher increases for lower-skilled grades). The extent of the differentiation will be finalised by the Metal and Engineering Industries Bargaining Council Management Committee.

Note: The final level of wage increases for this period will be finalised by the Bargaining Council and will be published in the *Gazette*.

TECHNICAL SCHEDULES

11. SCHEDULE G(g): METAL SERVICE CENTRES

Substitute the following for the existing section:

“Metal Service Centre” means an establishment undertaking activities confined to the supply of metal products to customer requirements, including profile cutting, but shall not include establishments exclusively engaged in the sale of or cutting to length of metal products on a non-repetitive basis to customer requirements and shall further not include the—

- (a) manufacture; and/or
- (b) construction; and/or
- (c) assembly; and/or
- (d) erection of any article consisting mainly of metal when undertaken at such Metal Service Centre.

For purposes of this section—

“metal products” mean billets, plates, sheets, strips, bars, rods, angles, flats, sections, extrusions, pipes, tubes, wire and wire rod;

“Manufacturing” means the production of articles or parts or components thereof by means of tools and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes (including the rectification of faults in the course of such processes), in separate manufacturing establishments or departments or annexes, separated from General Engineering activities by effective closures.

RATE A (NES)

Note: No person other than a journeyman or an apprentice may be employed on work classified at Rate A in Schedule G without the prior permission of the Council.

RATE C

Supervisory work, including setting up and/or changing attachments on machines.

RATE D

Operating multihead oxyacetylene cutting machines, including setting up.

RATE DD

Operating single-head oxyacetylene cutting machines, including setting up.

RATE DDD

Repetition marking of material for cutting purposes to templates and/or length gauges and/or rule and/or tape only.

RATE F

Moving and/or stacking and/or wrapping and/or strapping and/or loading and/or unloading and/or raising and/or lowering materials by machine other than general labouring.

RATE G

Mass measuring and/or despatch of materials.

RATE H

- (1) General labouring.
- (2) Loading and/or unloading of coils.

Except for the provisions of subsections (iv) and (viii) dealing with vehicle driving and watchman's work no other provisions of Schedule G shall apply.

12. SCHEDULE G(i): RADIO, TELEVISION, REFRIGERATION AND RELATED EQUIPMENT AND DOMESTIC ELECTRICAL APPLIANCES SECTION (Installation, repair and servicing)

Substitute the following for the note immediately after the definition of “domestic electrical appliance”:

"Note: Notwithstanding the provisions of Part I, clause 19 (4), of this Agreement, employees who are in possession of documentary proof that they have three or more years practical and theoretical experience in the radio and/or television mechanician field and/or similar such artisan activity shall for the purposes of this Schedule, be entitled to apply for and obtain a certificate of recognition of artisan status from the Council as provided for under clause 19 (4): Provided that should an employee be unable to support the application with documentary proof of practical and/or theoretical experience satisfactory to the Council, the employee shall be entitled to request an ATRAMI test by an establishment nominated by the Council. Upon successful completion of the test, the employee shall be issued with the certificate of recognition as provided for in clause 19 (4)."

13. DIVISION D/19: WIRE AND WIRE ROPE MANUFACTURING DIVISION

In Section (d), "wire drawing die manufacture" substitute the following for Rate H:

"RATE H

- (1) Stamping data on die case."
- (2) In section (h), "Drum-making plant" substitute the following for Rate AA:

"RATE AA

Cutting of timber for drums, battens, segments and flanges on woodworking machines (including setting up) (nes):

First year of experience	Rate B
Thereafter.....	Rate AA"

14. ANNEXURE B: FIVE-GRADE JOB AND WAGE STRUCTURE

Substitute the following for clause 8:

- "(8) For those establishments that implement the new job and wage system the following minimum wages will apply for the new five-grade structure. The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature and extent of multi-skilling, multi-tasking, broad-banding and employee flexibility agreed between the affected employer and trade union(s):

Grade 1: R10,98.

Grade 2: R12,75.

Grade 3: R14,81.

Grade 4: R17,20.

Grade 5: R19,96.

Note: These amounts will be increased in line with the increases to be agreed in the 2000/2001 and subsequent annual Main Agreement negotiations.

The new five-grade wage structure will be phased in in equal increments, over a maximum period of five years. Individual establishments may agreed to phase the new structure in over a shorter period."

15. ANNEXURE F

Insert the following new Annexure F:

"ANNUALISATION, AVERAGING AND FLEXIBLE WORKING TIME ARRANGEMENTS

1. A new approach to working time arrangements in the Industry

- (a) The trade union and employer parties to this Agreement are committed to encouraging the introduction of flexible working time arrangements at individual companies in the Industry.
- (b) In accordance with this objective employers, employees, employee representative bodies and trade unions representing the affected employees may agree at company level to adopt a flexible approach to the arrangement of actual working hours in terms of the principles and guidelines contained in this section. This approach may comprise the following:
 - (i) The average of working hours over a 12-month period; and/or
 - (ii) The introduction of other flexible working time arrangements at company level.

2. Annualised working time ("Annualisation")

- (a) The trade union and employer parties have agreed on a timetable to introduce a 40-hour week in the Industry. This comprises a progressive reduction in weekly working hours by one hour each year commencing from 1 July 1999 and culminating in the introduction of a 40-hour week from 1 July 2002.
- (b) This means that the ordinary annual working hours in the Industry will, over this period, be as follows:

Effective date of reduction	Maximum ordinary annual hours
1 July 1999	2 012
1 July 2000	1 966
1 July 2001	1 919
1 July 2002	1 872

* **Calculation of annual hours:** No. of hours per week divided by 5 days = daily hours multiplied by 234 shifts.

- (c) Annualised working time means that employees' ordinary working hours are averaged over a 12-month period. The maximum ordinary hours (i.e. excluding overtime) that may be worked in one year are fixed in accordance with the calculation set out in the above table. For example, for the year commencing 1 July 1999, a maximum of 2012 ordinary hours will have to be worked during the course of the year. These hours will be worked through a combination of longer.
- (d) In terms of this approach, the following arrangements may be implemented at company level:
- (i) Calculate employees' weekly wages in the basis of the Industry's ordinary working week, irrespective of whether a greater or fewer number of hours are actually worked in the establishment in each particular week during the 12 month period. This means, for example, for the year commencing 1 July 1999, that wages would be based on a 43-hour week, notwithstanding the fact the varying hours would be worked on a weekly basis during the course of the year.
 - (ii) Where longer hours are worked in any particular week or weeks, no payment is made for these additional hours worked. These hours are regarded as "plus" hours and are "banked" with the company. This means that these hours are recorded by the company for future utilisation in the following manner:
 - (aa) The "banked" hours may be used during the course of the year to make up any shorter hours worked, for example, because of fluctuating market demand for the company's products or services; and
 - (ab) the balance of any unutilised "banked" hours remaining at the end of the year will, by agreement at company level, either be converted into wages or into additional paid leave to qualifying employees.
 - (iii) Employees' annual leave and leave enhancement pay will be based on the industry's ordinary working week for that particular year.
- (e) Where working hours are averaged or annualised, the following conditions will apply:
- (i) In averaging the working week over a 12-month period the following maximum and minimum number of ordinary weekly hours must be observed:
 - (aa) A maximum 10 "plus" hours per week; and/or
 - (ab) a maximum of 10 "minus" (fewer) hours per week.
 - (ii) Any hours worked beyond the maximum 10 "plus" hours per week will be regarded as overtime and must be paid accordingly.
 - (iii) The parties should define the 12-month period of annualisation and averaging purposes—for example, a calendar year, a 12-month period commencing from 1 July each year, or some other mutually acceptable arrangement.
 - (iv) Notwithstanding any agreement to implement the annualisation or averaging approach, an employer may implement the short time or other security of employment provisions of this Agreement where a reduction in work beyond that envisaged in terms of the averaging concepts is required.
 - (v) Time worked on Sundays or public holidays may, by agreement at company level, be paid at overtime rates or be "banked" at a value double the number of hours actually worked.
- (f) The company-level agreement must determine the compensation arrangements to apply in the event of an employee's services being terminated prior to the completion of the 12-month averaging period and where any "plus" or "minus" hours exist in respect of that employee.

3. Other flexible working time arrangements

- (a) In addition to the averaging approach detailed above, the following flexible working time arrangements may be agreed and implemented at individual company level:
- (i) The working of one unpaid additional hour each week during the year in order to qualify for an additional five days' paid annual leave at the end of the year;
 - (ii) the introduction of continuous shift systems operating at ordinary rates over weekends;
 - (iii) the implementation of a compressed working week whereby employees work up to 12 hours per day without receiving overtime payment. This arrangement may not permit an employee to work more than the maximum number of weekly ordinary hours permitted in terms of this Agreement at ordinary rates of pay. For example, from 1 July 1999, a four-day, 12-hours shift week with payment for 43 ordinary hours and 5 hours overtime; and/or
 - (iv) any other flexible working time arrangement agreed between workers and management at company level.

4. Implementation process

- (a) It is the intention of the employer and trade union parties to this Agreement that the introduction of averaging, annualisation and flexible working time arrangements should be a voluntary one of mutual benefit to individual employers and their employees.
- (b) The decision to implement the new working time arrangement must be recorded in writing and signed by all the representatives of the affected parties, and must detail as far as practically possible, full details of the arrangement.
- (c) Where consensus cannot be reached between the parties at company level on the decision to introduce these flexible working time arrangements, or on the appropriate mechanism and manner of implementation, the parties may agree to refer the disagreement to a mutually acceptable person, organisation or the Bargaining Council for purposes of conciliation and resolution. Where this process of conciliation is unsuccessful in resolving the matter, the parties may agree to refer the issue to advisory arbitration or some other mutually acceptable resolution mechanism.

Signed at Johannesburg for and on behalf of the parties, this 18th day of June 1999.

W. P. COETZEE

Chairman

D. A. CARSON

Member

D. G. LEVY

Council Secretary

No. R. 942

6 August 1999

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**ELECTRICAL INDUSTRY OF SOUTH AFRICA: PENSION AND PROVIDENT FUNDS AGREEMENT
FOR THE ELECTRICAL CONTRACTING SECTION (CAPE REGION)**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 1525 of 27 November 1998 with effect from 16 August 1999.

M. M. S. MDLADLANA

Minister of Labour

No. R. 942

6 Augustus 1999

WET OP ARBEIDSVARHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWING

**ELEKTROTEGNIJSE NYWERHEID VAN SUID-AFRIKA: PENSIOENFONDS EN VOORSORGFONDS-
OOREENKOMS VIR DIE ELEKTROTEGNIJSE AANNEMINGSEKSIE (KAAPSE STREEK)**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewing No. R. 1525 van 27 November 1998 in, met ingang van 16 Augustus 1999.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 943

6 August 1999

LABOUR RELATIONS ACT, 1995

ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF PENSION AND PROVIDENT FUNDS COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION (CAPE REGION) TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Electrical Industry of South Africa and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 16 August 1999, and for the period ending 30 September 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 943

6 Augustus 1999

WET OP ARBEIDSVERHOUDINGE, 1995

ELEKTROTEGNIËSE NYWERHEID VAN SUID-AFRIKA: UITBREIDING VAN KOLLEKTIEWE HERBEKRAGTIGINGS- EN WYSIGINGS PENSIOENFONDS EN VOORSORGFONDSOOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE (KAAPSE STREEK) NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hierva verskyn en wat in die Nasionale Bedingingsraad vir die Elektrotegniese Nywerheid van Suid-Afrika aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 16 Augustus 1999, en vir die tydperk wat op 30 September 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse afskrif van die ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA****PENSION AND PROVIDENT FUNDS COLLECTIVE AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION (CAPE REGION)**

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

Electrical Contractors' Association (South Africa)

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

National Employees' Trade Union**Metal and Electrical Workers' Union of South Africa****South African Electrical Workers' Association**

and

National Union of Metalworkers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Electrical Industry of South Africa, to amend the agreement published under Government Notice No. R. 1525 of 27 November 1998.

1. CLAUSE 1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Electrical Industry (Contracting Section) in the Cape Region—
 - (a) by all employers and employees who are members of the employers' organisation and the trade unions, respectively;
 - (b) in the Magisterial Districts of the Cape, Wynberg, including that portion of the Magisterial District of Somers West, which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg, Simonstown, Goodwood and Bellville; in those portions of the Magisterial Districts of Malmesbury and Stellenbosch, which, prior to the publication of Government Notices Nos. 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April 1974

fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

- (a) apply to employees engaged by employers in the categories specified in clause 6 of this Agreement as may be amended from time to time; and
- (b) not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in or a member of any other fund providing provident and/or pension benefits, which fund 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 other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided by this Fund: which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for purposes of this agreement.

(3) In the event of the expiry of the main agreement by the effluxion of time or cessation for any other cause during the currency of this agreement the classes of work and minimum rates of pay prescribed in the said main agreement shall be deemed to be the classes of work and minimum rates of pay for purposes of this Agreement.

(4) Subclauses (1) (a), (2) and (3) of this Agreement shall not apply to employers and employees who are not members of the employers organisation and trade unions, respectively.

2. PERIOD OF OPERATION

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 September 2003.

3. SPECIAL PROVISIONS

The provisions contained in the Agreement published under Government Notice No. R. 1525 of 27 November 1998 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 15 of the Former Agreement shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "Council": "**Council**" means the National Bargaining Council for the Electrical Industry of South Africa.

(2) In the definition of "**Electrical Contracting and Servicing Industry (Cape)**", substitute the expression "Electrical Industry" for the expression "Electrical Contracting and Servicing Industry (Cape)".

(3) In the definition of "**Electrical Contracting Section**", substitute the expression "Electrical Industry" for the expression "Electrical Contracting and Servicing Industry".

(4) "Servicing" prior to the word "Industry".

In the definition of "**employee**", substitute the expression "emerging electrical installer, electrical assistant, general worker" for the expression "labourer".

(5) In the definition of "**fund year**" substitute expression "31 December" for the expression "31 August".

(6) In the definition of "**Main Agreement**", substitute the expression "Bargaining Council for the Electrical Industry" for the expression "Bargaining Council for the Electrical Contracting and Servicing Industry (Cape)".

6. CLAUSE 6: MEMBERSHIP

(1) In subclause (1), substitute the expression "Electrical assistants, general workers," for the expression "Labourers".

(2) In subclause (2)—

(a) insert the expression "emerging electrical installer" after the expression "artisans"; and

(b) substitute the expression "Electrical Industry" for the expression "Electrical Contracting and Servicing Industry (Cape)".

7. CLAUSE 12: EXEMPTIONS AND APPEALS

Substitute the following for the existing clause:

"12. EXEMPTIONS AND APPEALS

(1) In terms of section 32 of the Act the Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason.

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

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

(a) The period for which the exemption is required;

- (b) the agreement and clauses or subclauses of the agreement from which the exemption is required;
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the application.
- (4) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next Council meeting for consideration.
- (5) The Secretary of the Council shall provide the Council with details of all the applications for exemption.
- (6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (7) Once the Council has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (8) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.
- (9) Exemption criteria: The Council shall consider all applications for exemption with reference to the following criteria:
- (a) The written and verbal substantiation by the applicant;
 - (b) the extent of consultation with the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
 - (c) the terms of the exemption;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that a competitive advantage is not created by the exemption;
 - (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparative *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical Industry;
 - (h) any existing special economic or other circumstances that warrant the granting of the exemption;
 - (i) reporting requirements by the applicant and monitoring and re-evaluation processes; and
 - (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
- (10) In terms of section 32 of the Labour Relations Act, 1995, the Council hereby establishes an independent appeal body to hear and decide as soon as possible, any appeal brought against—
- (a) the Council's refusal of an application for exemption from provisions contained in this Agreement;
 - (b) the withdrawal of such an exemption of the Council.
- (11) The Secretary shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal Body for a decision.
- (12) The Independent Appeal Body may request further information from either the applicant or the Council in order to arrive at a decision.
- (13) The Independent Appeal Body shall consider all applications with reference to the criteria in subclause (9) and shall ensure that the applications would not be in conflict with the primary objects of the Act".
- Signed at Cape Town as authorised, for and on behalf of the parties to the Council, this 3rd day of June 1999.

A. BENN
Chairperson of the Council

A. A. STANLEY-BEST
Vice-Chairperson of the Council

G. FISHER
Secretary of the Council

**SOUTH AFRICAN REVENUE SERVICE
SUID-AFRIKAANSE INKOMSTEDIENS****No. R. 937****6 August 1999**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF RULES (No. DAR 13)

Under section 6 (1) (g) of the Customs and Excise Act, 1964, the rules published in Government Notice No. R. 1874 of 8 December 1995 are amended to the extent set out in the Schedule hereto.

T. F. VAN HEERDEN**Commissioner for the South African Revenue Service****SCHEDULE**

By the substitution of Rule 200.06 with the following:

200.06**TRANSIT SHEDS**

(Section 6(1)(g) of the Act)

Bloemfontein

No.1: S.A. Airways Cargo Building, Bloemfontein Airport

Cape Town

Sheds situated in the harbour area and controlled by -

Portnet

Unifruco

Duncan Dock Cold Storage (Edms.) Bpk.

Received International Cargo Section, S.A. Airways Cargo Building, Cape Town International Airport.

Safair Shed No. 1.

Sheds A,E,G,H and J

Sheds B,C and D

Shed K

Durban

Sheds controlled by Portnet and situated in the Point-area of the harbour: -

Shed No. -

D	berth	D
E	berth	E
F	berth	F
G	berth	G
L	berth	L
M	berth	M
Q	berth	Q

Maydon Wharf-area of the harbour: -**Shed No.: -**

7 berth 7

8 berth 8

10 berth 10

12 berth 12

New Pier-area of the harbour: -**Shed No.: -**

101 berth 101

103 berth 103

105 berth 105

107 berth 107

Ro/Ro berth 108 and the sheds situated at

Durban International Airport:-

Shed No.1, S.A. Airways

Shed No. 2, Safair

East London**Shed No. -**

1: Safair, Settlers Way (behind Airport lodge)

2: East London Harbour

Germiston**Shed No.:-**

1: Airport building, Rand Airport

Johannesburg International Airport

The shed situated at Old Mutual Business Park South, Gewel Street, Isando.

Received International Cargo Section on the ground floor of the S.A. Airways Freight Centre situated North of the Airport Terminal Building and between the Customs and Freight Agents Building and the Cabin Services Building of South African Airways.

The following sheds situated between the State Warehouse and the Special Services Building at the freight complex North of the Airport Terminal Building:

No.1	No paragraph
No.2	KLM South Africa (Pty.) Ltd.
No.3 and 4	Swissport South Africa (Pty.) Ltd.
No.5	No paragraph
No.6	Swissair South Africa (Pty.) Ltd.
No.7	Afro Continental Airways (Pty.) Ltd.
No.8,9 and 10	No paragraph
No.11	Link Airways Ltd.
No.12	Transportes Aéreos Portugueses (E.P)
No.13 and 14	Alitalia-Lines Aeree Italiane S.P.A.
No.15	Sabena South Africa (Pty.) Ltd.
No.16, 17, 18, 19, and 20	Lufthansa German Airlines
No.21	Air France

The following sheds situated between the Post Office and South African Police building at the technical area South of the Airport Terminal Building:

No. 3	:DHL International (Pty.) Ltd.
No. 4A	:Independent Express (Pty.) Ltd.
No. 4B	:Inter-Sped (Pty.) Ltd.
No. 4C	:Fast Lane (Pty.) Ltd.
No. 4D	:Ace Express Ltd.
No. 4E	:World Couriers (Pty.) Ltd.
No. 4F	:Trans Africa Express Ltd.
No. 5	:Sun Couriers (Pty.) Ltd.
No. 5A	:Export Warehousing and Cargo Consultants C.C. (EWC)

- No. 6 :XPS Services (Pty.) Ltd.
No. 7. :Airborne Express Ltd.
No. 8 :TNT Express Worldwide (SA) (Pty.) Ltd.

Kimberley

Shed No. 1: S.A. Airways, Kimberley Airport

Port Elizabeth

- Shed No. - 1: Charl Malan Wharf
 2: Wharf No. 2
 3: Wharf No. 2
 4: Wharf No. 3
 3: Wharf No. 3
 6: Wharf No. 3
 7: Charl Malan Wharf
 8: S.A.Airways, Port Elizabeth Airport
 9: Safair, Port Elizabeth Airport
 10: Express Air Services (Air Cape Maintenance Hanger)

No. R. 937

6 Augustus 1999

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN DIE REËLS (No. DAR 13)

Kragtens artikel 6 (1) (g) van die Doeane- en Aksynswet, 1964, word die Bylae by die reëls gepubliseer by Goewermentskennisgewing No. R. 1874 van 8 Desember 1995 gewysig in die mate in die Bylae hiervan aangetoon.

T. F. VAN HEERDEN

Kommissaris van die Suid-Afrikaanse Inkomstediens

BYLAE

Deur Reël 200.06 met die volgende te vervang:

200.06DEURVOERLOODSE

(Artikel 6(1)(g) van die Wet)

Bloemfontein

No.1: S.A. Lugdiens Vraggebou, Bloemfonteinlughawe

Kaapstad

Loodse geleë in die hawegebied en beheer deur -

Portnet

Unifruco

Duncan Dock Cold Storage (Edms.) Bpk.

Ontvange Internasionale Vragafdeling, S.A. Lugdiens Vraggebou, Kaapstad Internasionale Lughawe.

Safair Loods No. 1.

Loodse A,E,G,H en J

Loodse B,C en D

Loods K

Durban

Loodse deur Portnet beheer en geleë in die Punt-gebied van die hawe: -

Loods No. -

D	aanlêplek	D
E	aanlêplek	E
F	aanlêplek	F
G	aanlêplek	G
L	aanlêplek	L
M	aanlêplek	M
Q	aanlêplek	Q

Maydonkaai-gebied van die hawe: -

Loods No.: -

7	aanlêplek	7
8	aanlêplek	8
10	aanlêplek	10
12	aanlêplek	12

New Pier-gebied van die hawe: -

Loods No.: -

101	aanlêplek	101
103	aanlêplek	103
105	aanlêplek	105
107	aanlêplek	107
Ro/Ro	aanlêplek	108 en die loodse geleë te

Durban Internasionale Lughawe:-

Loods No.1, S.A. Lugdiens

Loods No. 2, Safair

Oos Londen

Loods No. -

1: Safair, Settlersweg (agter lughawelosie)

2: Oos-Londenhaw

Germiston

Loods No.:-

1: Lughawegebied, Randlughawe

Johannesburg Internasionale Lughawe

Die loods geleë te Ou Mutual Besigheidsark Suid, Gewelstraat, Isando.

Ontvangs Internasionale Vragafdeling, op die grondvloer van die S.A. Lugdiens Lugvragcentrum geleë Noord van die Lughawe-eindpuntgebou en tussen die Doeane- en Vragagentgebou en die Kajuitdienstegebou van die Suid-Afrikaanse Lugdiens.

Die volgende loodse geleë tussen die Staatspakhuis en die Spesiale Dienstegebou by die vragkompleks Noord van die lughawe-eindpuntgebou:

No.1	Geen paragraaf
No.2	KLM South Africa (Edms) Bpk.
No.3 en 4	Swissport South Africa (Edms.) Bpk.
No.5	Geen paragraaf
No.6	Swissair South Africa (Edms.) Bpk.
No.7	Afro Continental Airways (Edms.) Bpk.
No.8,9 en 10	Geen paragraaf
No.11	Link Airways Bpk.
No.12	Transportes Aëros Portugueses (E.P)
No.13 en 14	Alitalia-Lines Aeree Italiane S.P.A.
No.15	Sabena South Africa (Edms.) Bpk.
No.16, 17, 18, 19, en 20	Lufthansa German Airlines
No.21	Air France

Die volgende loodse geleë tussen die Poskantoor- en die Suid-Afrikaanse Polisiegebou by die tegniese gebied Suid van die Lughawe-eindpuntgebou:

No. 3	:DHL International (Edms.) Bpk.
No. 4A	:Independent Express (Edms.) Bpk.
No. 4B	:Inter-Sped (Edms.) Bpk.
No. 4C	:Fast Lane (Edms.) Bpk.
No. 4D	:Ace Express Bpk.
No. 4E	:World Couriers (Edms.) Bpk.
No. 4F	:Trans Africa Express Bpk.
No. 5	:Sun Couriers (Edms.) Bpk.

- No. 5A :Export Warehousing and Cargo Consultants C.C. (EWC)
No. 6 :XPS Services (Edms.) Bpk.
No. 7 :Airborne Express Bpk.
No. 8 :TNT Express Worldwide (SA) (Edms.) Bpk.

Kimberley

Loods No. 1: S.A. Lugdiens, Kimberleylughawe

Port Elizabeth

- | | | |
|-----------|-----|----------------------------------------------------|
| Loods No. | 1: | Charl Malankaai |
| | 2: | Kaai No. 2 |
| | 3: | Kaai No. 2 |
| | 4: | Kaai No. 3 |
| | 3: | Kaai No. 3 |
| | 6: | Kaai No. 3 |
| | 7: | Charl Malankaai |
| | 8: | S.A. Lugdiens, Port Elizabethlughawe |
| | 9: | Safair, Port Elizabethlughawe |
| | 10: | Express Air Services (Air Cape Maintenance Hanger) |

**DEPARTMENT OF TRADE AND INDUSTRY
DEPARTEMENT VAN HANDEL EN NYWERHEID**

No. R. 929

6 August 1999

COMPANIES ACT, 1973 (ACT 61 OF 1973)

**AMENDMENT OF GOVERNMENT NOTICE NO. R.29 OF 1991: SECURITIES
REGULATION CODE ON TAKEOVERS AND MERGERS AND THE RULES OF
THE SECURITIES REGULATION PANEL**

I, ALEXANDER ERWIN, Minister of Trade and Industry, hereby make known, in terms of section 440C(5) of the Companies Act, 1973, that the Securities Regulation Panel, established by section 440B of the Companies Act, 1973, has with my approval, under section 440C(3) of the Companies Act, 1973, amended the Securities Regulation Code on Takeovers and Mergers and the Rules of the Securities Regulation Panel in accordance with the Schedule hereto.

**A ERWIN
MINISTER OF TRADE AND INDUSTRY**

SCHEDULE

GENERAL EXPLANATORY NOTE:

- [] Words in bold type in square brackets indicate omissions from existing rules.
_____ Words underlined with a solid line indicate insertions in existing rules.

The Securities Regulation Code on Take-overs and Mergers and the Rules made under section 440C(3)(i) and (4)(a) of the Companies Act, 1973 (Act No 61 of 1973), are hereby amended-

- (1) by the substitution for paragraph (a) of Rule 7.1 of the following paragraph:

"(a) Own account

Dealings in relevant securities of the offeror or the offeree company by an offeror or the offeree company, and by any concert party, for their own account during an offer period shall be disclosed forthwith by the party concerned to the Panel, to The Stock Exchange in the case of a listed company in such manner as required by The Stock Exchange for immediate public release, and in a press release. In addition the Panel shall have the power to publicise such information in whatever manner it may deem appropriate from time to time.";

- (2) by the insertion after Rule 8.1 of the following proviso:

"Provided that for purposes of this rule the limit prescribed shall be the acquisition in any period of 12 months of securities carrying more than 5% of the voting rights by the person or persons holding not less than the specified percentage but not more than 50% of the voting rights of a company."

- (3) by the insertion after paragraph (c) of Rule 29 of the following paragraph

"(d) Where the directors of a company will require the authority of a general meeting of shareholders of the company pursuant to the provisions of section 228 of the Act in order to enter into an affected transaction, the Panel shall have the right in its sole and absolute discretion, to direct that any shareholder, whose vote may as a result of any direct or indirect conflict of interest result in an inequity to any other shareholder, shall not vote or cause its votes to be exercised in whole or in part at the said general meeting or any adjournment thereof."

- (4) by the substitution for Rule 6 under the section "Rules under section 440C(4)(a), (b), (c) and (f) of Act 61 of 1973 as amended" of the following rule:

"The Panel may be dissolved by the Minister upon the written request of not less than three-quarters of the members thereof, and upon [such terms and conditions as to its assets and liabilities as the Minister may determine]

dissolution its assets shall be transferred to some other institution, board or body which has been granted exemption from tax in terms of section 10(1)(cA) of the Income Tax Act, 1962, and which has objects similar to those of the Panel, or to the State."

No. R. 929

6 Augustus 1999

MAATSKAPPYWET, 1973 (WET 61 VAN 1973)**WYSIGING VAN GOEWERMENTSKENNISGEWING NO. R.29 VAN 1991:
SEKURITEITEREGULERINGSKODE VIR OORNAMES EN SAMESMELTINGS EN
DIE REËLS VAN DIE PANEEL OOR SEKURITEITEREGULERING**

Ek, ALEXANDER ERWING, Minister van Handel en Nywerheid, maak hierby ingevolge artikel 440C(5) van die Maatskappywet, 1973, bekend dat die Paneel oor Sekuriteiteregulering, ingestel by artikel 440B van die Maatskappywet, 1973, met my goedkeuring die Sekuriteitereguleringskode vir Oornames en Samesmeltings en die Reëls van die Paneel oor Sekuriteiteregulering kragtens artikel 440C(3) van die Maatskappywet, 1973, ooreenkomstig die Bylae hiervan gewysig het.

**A ERWIN
MINISTER VAN HANDEL EN NYWERHEID**

BYLAE**ALGEMENE VERDUIDELIKENDE NOTA:**

[] Woorde in vet letters en vierkantige hakkies, dui op weglatings uit bestaande reëls.

_____ Woorde wat met 'n soliede lyn onderstreep is, dui op toevoegings tot bestaande reëls.

Die Sekuriteitereguleringskode oor Oornames en Samesmeltings en die Reëls wat kragtens artikel 440C(3)(i) en (4)(a) van die Maatskappywet, 1973 (Wet No 61 van 1973), gemaak is, word hiermee gewysig-

- (1) deur paragraaf (a) van Reël 7.1 deur die volgende paragraaf te vervang:

"(a) Eie rekening

Transaksies in relevante sekuriteite van die aanbieder of die doelwitmaatskappy gedurende 'n aanbodtydperk vir hulle eie rekening deur 'n aanbieder of die doelwitmaatskappy, en deur enige gesamentlike party, moet sonder versuim deur die betrokke party aan die Paneel, aan Die Effektkebeurs in die geval van 'n genoteerde maatskappy, op sodanige wyse wat deur Die Effektebeurs vir onmiddellike openbaarmaking vereis word en in 'n persverklaring bekend gemaak word. Hierbenewens het die Paneel die bevoegdheid om sodanige inligting op enige wyse wat hy van tyd tot geskik ag, te publiseer.";

- (2) deur die volgende voorbehoudsbepaling na Reël 8.1 in te voeg:

"Met dien verstande dat vir doeleindes van hierdie reël die voorgeskrewe perk die verkryging in enige 12 maande is van sekuriteite wat meer as 5% van die stemreg dra van die persoon of persone wat oor nie minder nie as die vasgestelde persentasie, maar nie meer nie as 50% van die stemreg van 'n maatskappy beskik."

- (3) deur die volgende paragraaf na paragraaf (c) van Reël 29 in te voeg:

"(d) Waar die direkteure van 'n maatskappy ooreenkomstig die bepalings van artikel 228 van die Wet die goedkeuring van 'n algemene vergadering van aandeelhouders van die maatskappy benodig ten einde 'n geaffekteerde transaksie aan te gaan, het die Paneel die reg om in sy volle en absolute diskresie te gelas dat enige aandeelhouer wie se stem vanweë enige direkte of indirekte botsing van belange aanleiding kan gee tot onbillikheid teenoor 'n

ander aandeelhouer, nie mag stem of sy stemme ten volle of gedeeltelik te laat uitbring by die gemelde algemene vergadering of enige verdaging daarvan nie."

- (4) deur Reël 6 onder die gedeelte "Ontbinding van die Paneel kragtens artikel 440C(4), (a), (b), (c) en (f) van Wet 61 van 1973, soos gewysig "deur die volgende reël te vervang:

"6. ONTBINDING VAN DIE PANEEL

Die Paneel kan deur die Minister ontbind word op die skriftelike versoek daartoe deur nie minder nie as driekwart van die lede daarvan [en onderworpe aan die bedinge en voorwaardes ten opsigte van sy bates en laste soos wat die Minister mag bepaal] en by ontbinding word sy bates oorgedra aan 'n ander instelling, raad of liggaam wat kragtens artikel 10(1)(cA) van die Wet op Inkomstebelasting, 1962, vrystelling van belasting ontvang het en wat dieselfde oogmerke as die paneel het of aan die Staat."

**DEPARTMENT OF WELFARE
DEPARTEMENT VAN WELSYN**

No. R. 944

6 August 1999

REGULATIONS UNDER THE AGED PERSONS AMENDMENT ACT, 1998

The Minister for Welfare and Population Development intends, in terms of section 9 of the Aged Persons Amendment Act, 1998 (Act No. 100 of 1998), to make the regulations set out in the Schedule hereto.

Interested parties are invited to submit comments on the proposed regulations to the Director-General: Welfare, Private Bag X901, Pretoria, 0001, fax number: (012) 324-2648 or e-mail: wels116@welspta.pwv.gov.za (for attention: Dr C M van den Heever), within 21 days of the date of publication of this notice.

SCHEDULE**Definitions**

1. In these regulations "the Act" means the Aged Persons Amendment Act, 1998 (Act No. 100 of 1998), and any expression to which a meaning has been assigned in the Act shall have such meaning and, unless the context otherwise indicates-

"form" means a form referred to in the Annexure;;

"local organisation" means an organisation registered under the Nonprofit Organisations Act, 1997 (Act No.71 of 1997) or the National Welfare Act, 1978 (Act No. 100 of 1978) and affiliated to a principal organisation;

"principal organisation" means an organisation registered under the Nonprofit Organisations Act, 1997 (Act No.71 of 1997) or the National Welfare Act, 1978 (Act No.100 of 1978) mandated to render services on national and provincial level.

Conditions of use of subsidies to homes for the aged and certain other institutions and accounting thereof

- 2.(1) The conditions of use of subsidies to homes for the aged and certain other institutions are that -
- (a) the subsidy shall only be used for the care of aged persons;
 - (b) a home for the aged may at any time be inspected by an official of the State designated by the Director-General and all documentation or information required by such official shall be made available to such official;
 - (c) a home for the aged shall annually submit financial statements to the Director-General;
 - (d) a management committee shall bring criminal charges where fraud is suspected and if the management committee is involved the designated official referred to above shall lay the charge.
- (2) The conditions regarding the accounting for the subsidy are that every home for the aged and certain other institutions shall, according to the standards of generally accepted accounting practise -
- (a) keep accounting records of its income, expenditure, assets and liabilities;
 - (b) within six months after the end of the financial year, draw up a financial statement which shall include at least -
 - (i) a statement of income and expenditure for that financial year; and
 - (ii) a balance sheet showing its assets, liabilities and financial position as at the end of that financial year;

- (c) within two months after drawing up its financial statements, every home for the aged must arrange for a written report to be compiled by an accounting officer and submit such report to the Director-General irrespective of whether or not -
 - (i) the financial statements of the home for the aged are consistent with its accounting records;
 - (ii) the accounting policies of the home for the aged are appropriate and have been applied appropriately in the preparation of the financial statements; and
 - (iii) the home for the aged has complied with the provisions of its constitution which relate to financial matters;
- (d) preserve in an original or reproduced form for a period of five years its books of account, supporting vouchers, records of subscriptions or levies paid by its members, income and expenditure statements, balance sheets and accounting officer's report.

COMPOSITIN OF MANAGEMENT COMMITTEE

3.(1) The management committee referred to in section 3B of the Act shall consist of the following members, namely-

- (a) two persons representing the principal organisation, appointed by the principal organisation;
- (b) two persons representing the local organisation, appointed by the local organisation;
- (c) one person representing the residents of the home for the aged elected by the residents and/or their families, representative of such home;
- (d) one person representing the staff of the home for the aged elected by the staff members of such home;

- (e) one person representing the community, elected by the residents and the staff members of the home for the aged from nominations by the community; and
- (f) the manager of the home for the aged.

(2) For the purposes of the nominations in terms of sub regulation (1) (e), the manager of the home for the aged shall through the local media invite such nominations.

(3) The composition of the management committee must reflect the broader community with special attention to race and gender.

(4) The members of the management committee shall hold office for a period of two years.

ELECTION OF MEMBERS, QUALIFICATIONS, GROUNDS OF REMOVAL AND FILLING OF VACANCIES

4.(1) The election of the members referred to in regulation 3(1)(c), (d) and (e) shall take place according to the constitution of the home for the aged.

(2) Every elected member will be responsible for a specific portfolio and the members responsible for the portfolios of finance, personnel and provisioning must have a proven record of exposure in these fields or be trained to execute their responsibility.

(3) A member of the management committee shall vacate his or her office if-

- (a) the member is a relative of a staff member;
- (b) the member has been absent from three consecutive ordinary meetings of the management committee without the management committee's approval;

- (c) the member is convicted of an offence in respect whereof he or she is sentenced to imprisonment without the option of a fine;
- (d) the member ceases to be a South African citizen;
- (e) the member becomes a patient as defined in section 1 of the Mental Health Act, 1973 (Act No. 18 of 1973).

(4) Every vacancy on the management committee shall be filled in the same manner in which the member who vacates office was elected or appointed, as the case may be, and every member so elected or appointed shall hold the office for the unexpired portion of the period for which the member whose office became vacant was elected or appointed.

NUMBER OF AND PROCEDURE AT MANAGEMENT COMMITTEE MEETINGS.

- 5.(1) Meetings of the management committee shall take place at least every second month.
- (2) The procedure at management committee meetings shall be according to the constitution of the home for the aged.

UNFAIR DISCRIMINATION REGARDING ADMISSION.

- 6.(1) The admission policy shall of the Republic of South Africa.
 - (a) not be in conflict with the Constitution of the Republic of South Africa;
 - (b) not unfairly discriminate against the applicant on the grounds of race, sex, gender, marital status, colour, language, religion, ethnic or social origin, age, disability, conscience, belief, culture and birth;

- (c) not prevent the admission of an aged person if his or her family could not assure financial assistance. Financial assistance by the family shall not be a prerequisite for admission;
- (d) make provision for the admission of the very poor; and
- (e) protect rights such as religion, culture, diet, weight, sexual orientation and language.

ENQUIRY BY DESIGNATED BODY INTO MATTERS REGARDING AGED PERSONS.

- 7.(1) A summons referred to in section 5 of the Act shall be in the form of Form 1.
- (2) A summons issued to a person to appear as a witness at an enquiry or to produce information at such enquiry shall be in the form of Form 1.
- (3) A summons referred to in subregulation (1) shall be served on the witness at his or her residential or working address or forwarded to him or her at his or her residential, postal or working address by registered letter.
- (4) The fees payable to a witness summonsed in terms of subregulation (1) shall be in accordance with the tariff applicable to criminal cases in a magistrate's court.
- (5) If witnesses are summonsed it may be required from the accused to pay a deposit that is sufficient to cover the costs involved and he may pay such costs out of the amount so deposited.

APPOINTMENT OF A COMMITTEE TO EXERCISE AND PERFORM POWERS AND DUTIES OF THE DESIGNATED BODY.

- 8.(1) The committee referred to in section 5 of the Act shall consist of not less than five but not more than eight persons of whom one shall represent the South African Human Rights Commission,

one shall represent the national Department of Welfare, one shall represent the relevant provincial Department of Welfare and two shall be experts in the field of ageing.

(2) The chairperson shall be appointed by the designated body, but if he or she is absent during the proceedings, the committee shall appoint a chairperson from amongst themselves.

(3) If, during any stage of an inquiry, a member of the committee dies or becomes incapable of acting or is absent the inquiry shall proceed before the remaining members of the committee if they form a majority of the members before whom the inquiry initially started, and if those remaining members do not form such a majority or only one member remains, the inquiry shall start a new unless all the parties at the proceedings agree in writing and unconditionally to accept the decision of the majority of such remaining members or remaining member as the decision of the committee.

(4) Subject to the provisions of subregulation (3) the finding of the majority of the members of the committee shall be the finding of the committee.

NOTIFICATION OF ABUSE OF AGED PERSONS.

9.(1) A warrant referred to in section 6 of this Act shall be in the form of Form 2.

(2) A warrant to remove an aged person to a hospital or other place as agreed for safe care or support and the necessary treatment shall be in the form of Form 2.

NATIONAL REGISTER ON ABUSE OF AGED PERSONS.

10.(1) The national Minister shall keep a National register on the abuse of aged persons for the sole purpose of protecting aged persons as provided for in this regulation in which the following shall be entered:

(a) Identifying details of the aged person concerned;

- (b) Particulars of the nearest family members;
 - (c) The nature and extent of the abuse of the aged person;
 - (d) Identifying details and address of the convicted perpetrator;
 - (e) Details of the relationship between the aged person and the perpetrator;
 - (f) Details of the court, case number, conviction and sentence in respect of such perpetrator.
- (2) The national Minister may, subject to the conditions he or she determines generally or in a particular case, approve that the register may be examined or inspected for official and *bona fide* research purposes such as the following:
- (a) Collecting of information on the occurrence, distribution and prevalence of cases of abuse; and
 - (b) Collecting of information on cases of abuse and of the various interventions made in such cases.
- (3) The national Minister may, subject to the conditions he or she determines generally or in a particular case, disclose information contained in the register to a person with the sole purpose of serving the interest, safety and welfare of aged persons.
- (4) No person shall be liable in respect of any information provided for entry in the register and given in good faith in accordance with these regulations.

MINIMUM SERVICE STANDARDS.

11. See approved policy for residential care (Attached as Annexure A).

MEASURES TO PREVENT AND COMBAT ABUSE OF AGED PERSONS.

12.(1) Aged persons shall not be physically restrain or given drugs to restrain them if it is not required to treat their medical symptoms.

(2) Should restraintment be regarded as necessary for the treatment of a resident, the restraintment shall be authorised by a medical practitioner.

(3) Any restraintment shall be recorded in a Restraintment Register and the Management Committee shall be informed of all restraintment on a monthly basis.

(4) Any complaints shall be recorded in a Complaints Register and the Management Committee shall be informed of all complaints on a monthly basis.

(5) A visitor's book shall be in operation and accessible for visitors to note their concerns and comments regarding the treatment of residents.

(6) Where grievances, complaints and abuse are discussed during Management Committee meetings the discussion and outcome shall be noted in the official minutes.

FORM AND CONTENT OF SERVICE LEVEL AGREEMENT.

13.(1) The service level agreement should at least contain the following:

(a) Type of accommodation -

- (i) date of residence;
- (ii) type of accommodation.

(b) Type of Services -

- (i) board and lodging which includes meals per day;
- (ii) nursing care/medical care;
- (iii) bed and bath linen; and
- (iv) laundry services.

(c) Financial provisions -

- (i) the residents shall pay a monthly amount for services rendered to be determined by the home for the aged from time to time;
- (ii) in determining the amount mentioned in (i) regard shall be given to the type and quality of the accommodation and services provided and also the resident's financial position and ability to pay;
- (iii) indicate when the amount be paid and how;
- (iv) the resident should provide the home for the aged with full details of his or her assets, liabilities, income and expenditure; and
- (v) arrangements with the home for the aged if the resident is in receipt of a social grant.

(d) General -

- (i) procedures during termination of agreement;
- (ii) the home for the aged shall be entitled to make regulations from time to time regulating the running of the establishment;
- (iii) procedures when a resident dies;
- (iv) responsibility of the resident and his/her family during the termination of the agreement;
- (v) confidentiality; and
- (vi) signing of the agreement.

FORM 1**SUMMONS TO WITNESS TO ATTEND INQUIRY: REGULATION 5A**

To :

Address :
.....

In the matter of an inquiry in terms of section 5A(2)(a) of the Aged Persons Amendment Act, 1998 (Act No.100 of 1998), you are hereby required to appear at
..... on the day of
at..... (time) and on any subsequent day to which the hearing may be postponed to

☐ give evidence at this inquiry:
.....

☐ produce the following books or documents:
.....

Dated at this day of

.....
PRESIDING OFFICER

Reverse of Form 1

Return of Service
For official purposes only

1. Service by hand

I certify that I have served this summons upon the within-named person by -

1. delivering a true copy to him/her personally;
- or*
2. leaving, as he/she could not conveniently be found, a true copy with

.....at his/her

	Place of business
	Usual place of abode
	Last known place of abode

being a person apparently over the age of 16 years and apparently residing or employed there, aton this day of and at the same time informing his/her of the nature and exigency thereof.

SIGNATURE OF AUTHORISED OFFICER:

PLACE:

2. Service by registered mail
☐

Post Office Registration numberand date of registration

and/or

☐

Post Office Registration receipt attached.

SIGNATURE OF AUTHORISED OFFICER:

PLACE:

FORM 2
**WARRANT TO REMOVE AN AGED PERSON TO A HOSPITAL OR SUCH OTHER PLACE
AS AGREED UPON: REGULATION 6A**

To :

.....
*(name of registered dentist, medical practitioner,
 nurse, social worker, authorised person)*

In terms of section 6A(2)(a) of the Aged Persons Amendment Act, 1998 (Act No. 100 of 1998), you
 are hereby authorised and ordered to remove

.....
(name of aged persons)

and to take him/her/them to a hospital or other place as agreed for safe care/support and the
 necessary treatment.

Given at this day of

.....
DIRECTOR-GENERAL/OFFICER

DETAILS OF EXECUTION

I certify that the aged persons(s)
 was/were
 removed by me on and placed in

.....
**REGISTERED DENTIST, MEDICAL PRACTITIONER,
 NURSE, SOCIAL WORKER, AUTHORISED PERSON**

ANNEXURE A

RESIDENTIAL CARE POLICY

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Department of Welfare
 Private Bag X901
 PRETORIA, 0001
 Tel: (012) 312 7543/4
 Date: 3 JUNE 1999
 Version: 3

1. DEFINITIONS

- Abuse refers to the ill-treatment of an older person by means of physical, psychological, emotional, financial, sexual abuse, active or passive neglect and the violation of their rights as the recipients of services and Human Rights.
- Basic care refers to the provision in the physical, psychological, social, religious and material needs of older persons where they are unable to provide for themselves.
- Family refers to any person related to an older person by blood or marriage.
- Frail care refers to continuous care to older persons who are not able to care for themselves.
- Management Committee refers to the Committee, elected in accordance with the Act and the Constitution of the facility, to oversee the running of the facility in accordance with the Act, minimum standards and the constitution of the facility.
- Minimum services refer to the provision of basic needs.
- Residential care refers to the provisioning of continuous care to frail older persons in a residential care facility.
- Service level contract refers to a written and signed agreement defining the type and standard of services rendered, grievance and complaints procedure, payment agreement and general conditions, between management and the older person and/or his/her family or representative.
- Supplementary care refers to services in addition to basic care in the form of nursing, medical, psychological, social, and therapeutic services requested and or prescribed.

2. AIM

The objective with the document is to provide policy guidelines and minimum service standards for residential care for older persons in need of frail care (twenty-four-hour continuous care).

3. UNDERLYING PRINCIPLES

The care of residents is based on the fundamental principles of the Bill of Rights as reflected in the Constitution and the following underlying principles.

- Ageing is regarded as a normal phase of the human life cycle. It therefore does not necessarily imply illness and frailty.
- The special needs of older persons, especially the very old, are recognised and should be catered for.
- The focus of frail care is on the promotion and maintenance of the quality of life, which includes the prevention of illness and the treatment thereof.
- The levels of care are defined in a written contract between Management and each resident.
- The rights of residents are recognised and included in the contract and adhered to at all times.
- Admission is based on the level of dependency as measured by the official assessment instrument.
- Admission of residents will not be influenced by factors such as race, religion, belief, culture, diet, weight, sexual orientation, language or gender.
- The admission of persons not qualifying for government subsidy on financial grounds is limited to a maximum of 40% of the available capacity.

4. RIGHTS OF PERSONS CARED FOR IN RESIDENTIAL CARE FACILITIES

The following rights of each person cared for in residential care facilities, despite their physical, emotional and social condition, shall be respected and actively promoted:

(a) Appointment of a representative

A resident has the right to appoint a representative to act on his/her behalf.

(b) Access and visitation

A resident has reasonable access to assistance and visitation.

(c) Accommodation of individual needs

- The individual needs and preferences of residents should, where it is reasonable to do so, be met. Residents have the right to keep and use their personal possessions and clothing, unless their own and their fellow residents' health and safety is endangered.

(d) Admission contract

- A copy of the contract including the service level agreement will be made available to each resident who is able to exercise his/her own discretion.
- A copy of the admission contract including the service level agreement will be made available to the family or a representative of the resident, which is not able to exercise his/her own discretion.

(e) Confidentiality

- The personal and clinical records of residents are regarded as confidential.
- If a resident is not able to exercise his/her own discretion his/her family or representative will have access to the records.
- In the case where a resident dies, the records will be made available to the family or representative.
- In a case where a resident is transferred to another facility the records will also be transferred.

(f) Equal access to basic and quality care

- Residents have a right of access to basic care.
- Residents are entitled to the same quality of care, regardless of their social and economical status.

(g) Financial transparency and accountability

Residents or their representatives have the right to be informed about the financial status of the facility, changes in management and/or organisational policies and the implications of such changes.

(h) Free choice

The following principles are applicable to those residents who are able to exercise his/her own discretion:

- Residents have access to their personal physician and health practitioner.
- Residents have the right to make their own care and treatment choices.
- Residents have the right to request a medical opinion from a physician or health practitioner of their own choice at their own cost.
- Residents or their family or representative have the right to request an assessment by an assessment team.
- Residents will be fully informed about their medical care and treatment.
- Residents have the right to participate in the planning of their own care and treatment.
- Residents have the right to refuse treatment on condition that they take full responsibility for their decision and that such refusal is confirmed in writing. The refusal must be signed by the resident as well as a medical or health practitioner stipulating the implication of such refusal.

(i) Protection against abuse, neglect and restraint

- Residents have the right to be free from abuse, the violation of their rights as recipients of services and Human Rights.
- Residents cannot be isolated from other residents against their will.
- Residents cannot be physically restrained or given drugs to restrain them if it is not regarded as essential for their health and/or safety.
- Staff are not allowed to use any form of restraint to punish a resident or to make it easier to care for her/him or to relieve staff from their duties.
- A resident can only be restrained if authorised by a medical practitioner and in consultation with the family or representative. Such treatment shall be recorded in the records of the resident as well as

the Restraining register and be reported in the prescribed manner to the Manager as well as the Management Committee. The Restraining register and the medical records shall at all times be available for inspection.

- Complaints of abuse and cases of suspected abuse are reported to the Manager and the Management Committee. The outcome of all investigations shall be noted in the minutes of the Management Committee as well in the records of the resident concerned.

(j) Grievances and complaints

- Residents and/or their representatives have the right to complain about their care or treatment without being victimised or discriminated against.
- All complaints and grievances and the outcome of the investigations shall be recorded in the relevant register.
- The Complaints and Grievances register shall serve at each meeting of the Management Committee.
- All Complaints and Grievances shall be investigated and the outcome of the investigation reported to the Management Committee. The outcome of all investigations shall be noted in the official minutes of the Management Committee.
- Management shall inform the complainants about the outcome of the investigation should the complaint warrant an investigation.
- Grievances and complaints will be dealt with in accordance with an approved protocol.

(k) Promotion of the rights of residents as the recipients of services

- On admission, the Manager shall inform each resident, or their family, about his/her rights. A copy of the rights shall be made available to the resident and/or the family.
- The rights of residents as the recipients of services shall be displayed publicly.

(l) Appointment of an ombudsperson

The residents and/or their families have the collective right to elect, according to the prescribed procedure, a voluntary ombudsperson to

monitor the violation of their rights, to investigate complaints of abuse, neglect and exploitation, and report to the Management Committee, the Department of Welfare and/or the Human Rights Commission.

(m) Participation in social, religious, community, cultural and family activities

Residents have the right to participate in social, religious, and community activities of their choice on condition that this does not interfere with the rights of other residents' cultural beliefs.

(n) Personal funds

Management may not require residents to deposit their personal funds with the facility as a condition for admission or care. However, a resident may request the manager of a frail care facility to manage his/her personal funds. In such a case, the manager shall follow prescribed and recognised financial practices.

(o) Privacy

Residents have the right to privacy.

(p) Records and reports

- A resident has the right of access to his/her medical records within 24 hours after making a request. A resident also has the right to examine the results of the facility's most recent surveys, performance, audit reports, special inspection reports and the plan of correction, if there is one, annual report and financial statements.
- In the case of a resident who is not able to exercise his/her own discretion, an agent or family member could represent the resident.

(q) Reallocation

Residents must receive written notice before their room or roommate is changed. Residents can refuse transfer to another room if the purpose of the transfer to move is of a discriminatory nature.

(r) Transfer and Discharge

Residents have the right to remain in a residential care facility. They cannot be moved unless the transfer or discharge is:

- Necessary to meet the resident's welfare.
- Appropriate because the resident no longer needs the services.
- Necessary to protect the lives, and/or health or well-being of other residents and/or staff in the facility.
- Based on the resident's failure to pay, after reasonable notice, allowable charges for items or services.
- Required because the facility has ceased to operate.

The resident, family and/or legal representative or other person must be given at least 30 days notice of a proposed transfer/discharge and must be informed of the resident's right to appeal. The facility must prepare the resident so that the transfer/discharge is safe and orderly.

In such a case the resident's records should also be transferred to the new facility. In cases where spouses are separated, the reasons for the separation should be given.

5. OBLIGATIONS OF THE MANAGEMENT COMMITTEE

The Management Committee is:

- Accountable for the maintenance and promotion of the well-being of the residents.
- Responsible to determine and maintain the appropriate levels of care, after consultation with senior staff as well as medical, paramedical, nursing and social work staff, through appropriate policies.
- Responsible to determine the staffing levels of the facility after consultation with senior staff and relevant experts in the field of older persons.
- Responsible for ensuring optimal professional supervision.
- Responsible for the admission policy.
- Responsible to ensure the implementation of the following registers:

- Grievances and complaints by staff and residents
- Restraining of residents
- Abuse
- Injuries
- Deaths
- Obligated to take note of all complaints and grievances and the outcome of the investigations as recorded in the above- mentioned registers on a monthly basis.
- To ensure the investigation of a case of abuse or alleged abuse.
- Responsible to have a Management Committee meeting once a month.
- Responsible for the maintenance and promotion of an effective internal grievance and complaints procedure for staff and residents.
- Responsible to provide appropriate training opportunities for the staff.

6. RESPONSIBILITIES OF THE MANAGER

The Manager is responsible:

- For the effective management of the facility.
- To ensure that all policies and legislation are adhered to.
- To ensure that the staff are appropriately trained.
- To ensure the optimal effective supervision.
- To chair staff meetings.
- For human resource management and development.
- To liaise and consult with family or friends and/or appointment of an agent for older persons.

7. RESPONSIBILITIES AND RIGHTS OF THE STAFF

Staff have the responsibility to:

- Protect and promote the human rights of residents.
- Protect and promote the rights of residents as the recipients of services.
- Care for residents in accordance with statutory requirements and policies.
- Adhere to all statutory requirements and code of conduct of the facility.

Staff have the right to:

- Lodge a complain regarding the treatment by residents and/or their family members.
- Be protected against residents and/or their families.
- Receive the necessary relevant training.

8. RESPONSIBILITIES OF RESIDENTS

Residents are obliged to:

- Adhere to the spirit and letter of the admission contract.
- Respect the social, cultural and religious beliefs of fellow residents.
- Remain active and self-reliant as far as possible.
- Freely participate in all programmes.
- Not engage in practices that may endanger and/or disturb the lives, health and well-being of others.

9. MINIMUM STANDARDS

FUNCTIONAL AREA	INDICATOR
<p>1. <i>Rights of residents as recipients of services</i></p>	<p>Culture of respect for human and residential rights of residents.</p> <p>Residents, family members, communities informed about residents' rights.</p> <p>Training programmes for staff.</p> <p>Results of Developmental Quality Assurance publicly displayed.</p> <p>Interviews with residents.</p> <p>Number of complaints.</p> <p>Number of injuries and/or abuse.</p> <p>Number and causes of deaths.</p> <p>Annual report of ombudsperson.</p> <p>Annual report of management committee.</p> <p>Rights of residents publicly displayed.</p> <p>Code of conduct signed by the management committee and staff to promote and protect the rights of residents.</p>

FUNCTIONAL AREA	INDICATOR
2. Management of the facility	Cost effective and sustainable facility
2.1 Management committee	<p>Members of the Management Committee are democratically elected according to the Constitution of the organisation and statutory requirements.</p> <p>Management Committee meets at least every two months.</p> <p>Agendas and minutes of all Management Committee meetings are kept in accordance with the Constitution of the organisation and statutory requirements.</p> <p>Agendas and minutes of Management Committee meetings are accessible for the purpose of Developmental Quality Assurance investigations.</p> <p>The name and address of each of the committee members and office bearers are kept in accordance with the Constitution of the organisation and statutory requirements.</p> <p>The residents are represented on the management committee in accordance with statutory requirements.</p>
2.2 Human resource management	<p>Human resource policy approved by management to ensure best practices exists.</p> <p>A copy of the human resource policy is available.</p> <p>Register of all staff is kept in accordance with human resource policy.</p> <p>Signed job description for each staff member is kept in the personnel file.</p> <p>Personal file for each staff member.</p>

FUNCTIONAL AREA	INDICATOR
	<p>Training programme for each staff member to ensure quality level of service to residents.</p> <p>Proof of registration of staff in accordance with statutory requirements.</p> <p>Human resource policy will be in accordance with Health and Labour legislation.</p> <p>Regular staff meeting to ensure the participation of personnel in the management of the facility.</p> <p>Training programme for staff shall include Human Rights and rights of residents as recipients of services.</p>
2.3 Financial management	<p>Recognised and acceptable management practices are adhered to.</p> <p>Annual budget is approved by the Management committee.</p> <p>The budget and monthly financial statements are accessible for DQA and investigations.</p> <p>Financial statements will service at each meeting of the management committee.</p> <p>The official responsible for the financial management is trained.</p> <p>The payment of accounts is done in accordance with financial policy.</p> <p>Financial policy and delegations are approved by the management committee.</p>

FUNCTIONAL AREA	INDICATOR
3. Admission	<p>Admission policy stipulating the criteria for admission, procedure for application, selection procedure, rights and responsibilities of resident, responsibilities of families, levels of care and cost is approved by the Management Committee .</p> <p>Residential care is available only for persons who are in need of twenty-four-hour continuous care.</p> <p>Approved waiting list and admission register available for DQA investigation and enquiries.</p>

FUNCTIONAL AREA	INDICATOR
4. Basic care	<p>Comfortable, clean, healthy and satisfied residents.</p> <p>Training programmes for staff, ensure professional effective service delivery.</p> <p>Optimal professional supervision.</p> <p>Individual care plan for each resident indicating:</p> <ul style="list-style-type: none"> * Frequency of turning. * Pressure spot care. * Nutrition plan.
4.1 Tranquillity	<p>Basic needs are met.</p> <p>Appropriate clothing, bedding and furniture.</p>
4.2 Resident's hygiene	<p>Individual hygiene plan:</p> <ul style="list-style-type: none"> * Frequency of bathing. * Frequency of full washing. * Frequency of minor washing. * Mouth care. * Eye care. * Foot care. <p>Clean hair, nails, eyes, mouth, ears and clothes.</p> <p>No unpleasant smells.</p>

FUNCTIONAL AREA	INDICATOR
4.3 <i>Control of intake & output</i>	Register indicating: * Variation in weight. * Incidents of dehydration. * Incidents of constipation. * Frequency of urine excretion. * Frequency of passing stools. * Frequency of and reasons for insertion and renewal of urinary catheters.
4.4 <i>Nutrition</i>	High level of hygiene in the kitchen. Satisfaction of residents. No foul smells. Nutritious and attractive meals. Menus: main meals, special diets.
4.5 <i>Mobility</i>	Residents not in bed during active hours. Residents outside rooms during active hours. Ability to be physically active: * Eat, drink independently. * Walk. * Sit in a chair. * Having meals in the dining room. * Participate in discussions.

FUNCTIONAL AREA	INDICATOR
	<p>Individual plan to maintain or improve mobility.</p> <p>Number of falls per resident.</p> <p>Audit of falls and injuries.</p> <p>Register of restraining:</p> <ul style="list-style-type: none"> * Reason(s). * Authorisation. * Physical. * Medical.
<p>4.6 <i>Optimal socialisation</i></p>	<p>Daily opportunity for socialisation.</p> <p>Daily stimulation programmes.</p> <p>Participation in a group during active hours:</p> <ul style="list-style-type: none"> * Reading. * Radio, TV. * Music. * Stimulation activities. <p>Visitor book indicating visits by family, friends, volunteers, etc.</p> <p>Programme for social activities.</p> <p>Frequency of visits by care workers (health, social and religious workers).</p>

FUNCTIONAL AREA	INDICATOR
4.7 Residents' quality of life	<p>Report by the Ombudsperson. Interviews /surveys. DQA. Privacy of individual residents and couples.</p> <ul style="list-style-type: none">* Accessibility of building:* Wheelchair.* Moving of beds.* Trolleys.* Toilets.* Bathrooms.* Sitting rooms.* Dinning room.* Safety.* Hygiene.* Ventilation.

FUNCTIONAL AREA	INDICATOR
5. <i>Prevention and care of specific conditions</i>	<p>Recognised and best care practices are applied. Appropriate and continuous training. Appropriate professional supervision. Effective monitoring procedures.</p>
5.1 <i>Preventive care</i>	<p>Immunisation programme. High hygiene standards: * Sleeping, dining and sitting rooms. * Bathrooms. * Toilets. * Linen. * Clothes. * Kitchen. * Staff. Availability of soap, warm water, towels, hand drying facilities and toilet paper. Control of infection. Training of staff. Hygiene audits. Action plan for infectious disease control. Register of infectious disease: * Frequency. * Nature.</p>

FUNCTIONAL AREA	INDICATOR
5.2 Chronic Illnesses	Individual care plan. Records of consultation with health practitioners. Availability of medicine.
5.3 Palliative care	Individual care plan.
5.4 Acute conditions	Proof of arrangements with doctors to be on call. Proof of agreement with local hospital(s). Proof of agreement with ambulance services. List of telephone numbers of support services. Telephone number of nearest family member(s) or representative. Written agreement with resident and family or representative, regarding actions in case of medical emergency.

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