

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

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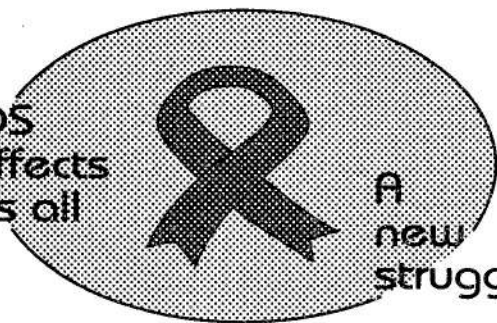
Vol. 420

PRETORIA, 9 JUNE
JUNIE 2000

No. 21245

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

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DEPARTMENT OF HEALTH DEPARTEMENT VAN GESONDHEID

No. R. 567

9 June 2000

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

LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING COMMUNITY SERVICE IN THE YEAR 2001 BY MEDICAL PRACTITIONERS

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

Note: the asterisk (*) = with rural allowance

PROVINCE	Region (District)	FACILITY
EASTERN CAPE	A (Western)	Midland Humansdorp Dora Nginza Elizabeth Donkin Empilweni Livingstone Port Elizabeth Uitenhage
	B (Northern)	Aliwal North Empilisweni* Umlamli Steynsburg Cradock Cala* Dordrecht Elliot* Frontier Comfimvaba* Glen Grey* Komani Molteno Serkstroom

	C (Central)	Butterworth* Nqamakwe Tafalofefe* Frere Cecilia Makiwane Fort Beaufort Tower Victoria* Fort England Port Alfred Settlers Bisho Grey Nompumelelo* SS Gida* Stutterhelm
	D (Eastern)	Canzibe* Isilimela* St Barnabas* Madwaleni* Zithulele* Nessie Knight* St Lucy* Umtata General Mjanyana* Bedford Orthopaedic All Saints*
	E (Kei)	Bambisana* Holy Cross* St Elizabeth* St Patricks Greenville Taylor Bequest* Mary Theresa* Sipetu* Mt Ayliff * Rietvlei* St Margareths* Umzimkulu
FREE STATE	A & B	Pelonomi Complex - Moroka - Botshabelo - National Zastron Complex - Wepener - Van Stadensras - Rouxville - Goedemoed CHC and Clinics Smithfield Complex - Bethule Jagersfontein Complex - Koffiefontein - Petrusburg - Trompsburg - Edenburg

	C	Winburg Complex - Theunisen Odendaalsrus Complex - Bothaville - Wesselsbron - Allanridge Virginia Complex - Ventersburg CHC - Henneman Hoopstad Complex - Hertzogville - Boshoff - Dealsville Welkom Complex - Bultfontein - Kopano CHC
	D	Kroonstad Complex - Boitumelo - Koppies CHC - Frankfort - Viljoenscroon CHC Sasolburg Complex - Parys and Clinics Heilbron Complex - Frankfort and Clinics
	E	Manapo* Complex - Elizabeth Ross and Clinics Harrismith Complex - Warden Vrede Complex - Vrede and Clinics
	F	Bethlehem Complex - Pekolong - Fouriesburg - Kestell - Clarens - Raul Roux CHC Senekal Complex - Marquard CHC and Clinics Reitz Complex - Arlington - Petrus Steyn - Lindley CHC - Clocolan Ficksburg Complex - Rosendal Ladybrand Complex - Hobhouse - Tweespruit - Excelsior - Thaba Patsoar CHC
NORTHERN CAPE	Diamondfields	Kimberley Hospital Kimberley Clinics Helpmekaar

	Kalahari	Kuruman Hospital and Clinics Postmasburg Hospital and Clinics* Danielskuil CHC
	Bo Karoo	Central Karoo
	Hantam	Carnavon
	Namaqualand	Springbok
	Lower Orange	Gordonia Pofadder Kanhardt
GAUTENG	East Rand	Far East Rand / Pholosong Complex Tambo Memorial Tembisa Natalspruit Germiston Heidelberg
	Central Wits	Johannesburg Helen Joseph Coronation CH-Baragwanath
	Pretoria	Pretoria Academic Mamelodi Complex Pretoria West Ga-Rankuwa Kalafong
	West Rand	Dr Yusuf Dadoo / Leratong Complex Carletonville
	Vaal	Kopanong / Sebokeng Complex
MPUMALANGA	Lowveld	Themba Complex - Rob Ferreira / Nelspruit - Sabie* / Mathibi* - Lydenburg / Themba* Onderberg Complex - Shongwe* - Tonga Health District* - Barberton
	Highveld	Witbank Complex - Delmas - Middelburg - Belfast* Philadelphia* Complex - KwaMhlanga* - Groblersdal - Mmamethlake* - Impungwe

	Eastern Highveld	Ermelo Complex - Evander / Highveldridge Bethal Complex - Carolina - Embhuleni* - Standerton - Volksrust - Piet Retief - Elsie Ballot*
KWA-ZULU NATA L	Port Shepstone	Port Shepstone Complex 1 - Port Shepstone - Murchison - Assisi Hospitals
		Port Shepstone Complex 2 - Usher Memorial - Tayler Bequest
		St Andrews* GJ Crookes
	Pietermaritzburg	Pietermaritzburg Complex - Edendale - Northdale - Grey's - Midlands - AEMS
		Appelsbosch* Christ The King* Greytown St Appolinaris* Untunjambili*
	Ladysmith	Ladysmith Complex - Emmaus* and Clinics
		Estcourt
	Ulundi	Ulundi Complex - Benedictine* - Ceza* - Nkonjeni*
		Itshelejuba* Vryheid
	Jozini	Jozini Complex - Bethesda* - Manguzi* - Mosvold* - Mseleni*
	Durban	Durban Complex 1 - R K Khan - Kwadabeka Clinic - AEMS DBN
		Durban Complex 2 - Prince Mshiyeni Memorial - AEMS DBN

		Durban Complex 3 - King Edward VIII - Clairwood - Mahatma Gandhi - KwaMashu Poly Clinic* - Phoenix CHC - AEMS DBN - Wentworth
		Durban Complex 4 - Addington - Osindisweni - Tongaat CHC - Hillcrest - King George V - AEMS DBN
		Montebello* Stanger Umpumulo*
	New Castle	New Castle Complex 1 - New Castle - Madadeni
		New Castle Complex 2 - Charles Johnson Memorial* - Dundee
		Church of Scotland*
	Empangeni	Empangeni Complex 1 Eshowe Mbongolwane* Catherine Booth* St Mary's
		Empangeni Complex 2 - Ngwelezana - Empangeni - Hlabisa*
		Nkandla* Ekombe*
	NORTHERN PROVINCE	Bushveld Warmbaths Ellisras*/ Witpoort FH Odendaal Thabazimbi
		Western Mokopane* George Masebe* Voortreker*
		Central Blouberg / Helen Franz* PMHC WF Knobel* Botlokwa* Seshego

	Northern	Tshilidzini / Hanyani (psychiatric) Malamulele Elim / L Trichardt* Donald Fraser Messina Siloam*
	Lowveld	Letaba* / Sekororo* CN Phatudi* Nkesani* ML Malatji* Kgapane* Van Velden
	Bushbuckridge	Mapulaneng* Matikwana* Tintswalo*
	Southern	Groothoek / Zebediela / Lebowakgomo St Ritas* Jane Furse* Matlala* Maelburg / HCBoshoff / Dilokong / Penge
NORTH WEST	Vryburg	Taung* Tshwaragano* / Kudumane Vryburg Ganyesa* Scheizer-Reneke / Bloemhof
	Mafikeng	Gelukspan* / Delareyville Thusong* / Litchenburg Zeerust* / Lehurutshe Mafikeng / Bophelong
	Rustenburg	Rustenburg Moretelesti / George Stegman*
	Klerksdorp	Klerksdorp / Tshepong Potchefstroom / Ventersdorp Nic Bodenstein / Ottosdal Wolmaranstad
	Odi	Brits Odi Jubilee* / Moretele
SOUTH AFRICAN MILITARY HEALTH SERVICE (SAMHS)		1 Military - Pietersburg Sickbay (SB) - Louis Trichardt SB - Hoedspruit SB* - Camden SB - Institution for Aviation Medicine SB - Middelburg SB - Nelspruit SB

		2 Military - Port Elizabeth SB - Institution for Maritime Medicine - Lohatla - Umtata - Grahamstown 3 Military - Kimberly SB - Molopo SB - Potchefstroom MBH - Durban MBH - Josini SB*
WESTERN CAPE	Metro	Groote Schuur Red Cross Tygerberg Somerset Conradie GF Jooste Victoria Karl Bremer Hottentots Holland Falsebay Metro CHSO CHCs Westfleur Mowbray Maternity Emergency M Service Valkenburg Lentegeur Alexander Stikland
	West Coast	Paarl Stellenbosch Swartland Vredenburg*
	Boland	Eben Donges Ceres Robertson Swellendam
	South Cape	George Mosselbay Oudtshoorn Knysna

Note: A person performing community service may rotate to health centres and clinics attached to each of the facilities listed above.

MINISTER OF HEALTH

DATE:

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 551**9 June 2000**

LABOUR RELATIONS ACT, 1995

**LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL: EXTENSION OF MAIN
COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Amending Agreement, shall be binding on the other employers and employees in that Industry, with effect from 19 June 2000, and for the period ending 31 December 2003.

M. M. S. MDLADLANA, Minister of Labour

Note: A copy of the Zulu translation is available from the Council.

No. R. 551**9 June 2000**

UMTHETHO WEZEMISEBENZI, KA 1995

**UHWEO LWEZOPHUZO OLUDAKAYO, IZINDAWO ZOKUDLA NOKULALA, OGWINI OLUSENINGIZIMU NE NATAL:
UKWELULWA KWESIVUMELWANO SOKUQALA SOKUCHIBIYELA ESIBUTHELA ABASEZINHLANGANWENI SELULLWA
KULABO ABANGEWONA AMALUNGU**

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe womnyango wezemiSebenzi, ngokwesigaba 32 (2) somthetho wezemiSebenzi, ka 1995 (Labour Relations Act, 1995), ngiyamemezela ukuthi iSivumelwano esibuthela ndawonye abasezinhlanganweni esivela kwiSheduli yesiNgisi exhunywe lapha, esenziwa emkhandlwini obuthelandawonye abasezinhlanganweni zabasebenzi Uhwebo Lwezophuzo Oludakayo, izindawo zokudla nokulala, Ogwini Oluseningizimu ne Natal (Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal) futhi siyisibopho ngokwesigaba 31 soMthetho WezemiSebenzi ka 1995 (Labour Relations Act, 1995), kulawo maqembu enza isivumelwano esichibiyelayo leso, siyababopha nabanye abaqashi nabaqashwa kulowo mkhakha wezimboni, kusukela ngomhlaka 19 June 2000 Kuze kube mhla ziwu 31 December 2003.

M. M. S. MDLADLANA, UNgqogqoshe wezemiSebenzi

Qaphela: Amakhophi esiZulu alesivumelwano angatholakala kumkhandlu wokuvumelana ophethe Uhwebo Lwezophuzo Oludakayo, Izindawo Zokudla Nokulala, Ogwini Oluseningizimu ne Natal.

SCHEDULE

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

MAIN COLLECTIVE AGREEMENT

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

This Agreement incorporates two different sectors, being—

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

2. PERIOD OF OPERATION

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

CHAPTER 1**ACCOMMODATION TRADE****3. CLAUSE 35. REMUNERATION**

Substitute Schedules B1, B2, C1 and C2 for the following Schedules B and C:

Scale of remuneration in the Accommodation Trade in the Magisterial Districts of Umzinto and Port Shepstone with effect from the date of coming into operation of this Agreement to 30 June 2000:

SCHEDULE B

	Monthly	Weekly	Daily	Hourly	Pro rata leave (up to 3 years' service)	Pro rata leave (over 3 years' service)
Assistant manager	1 072,00	247,88	45,01	5,63	15,16	20,63
Caretaker (up to 10 flats)	964,00	222,63	40,48	5,06	13,63	18,55
Caretaker (more than 10 flats)	1 038,00	239,72	43,59	5,45	14,68	19,98
Clerical Employee:						
First year of experience	1 025,00	236,72	43,04	5,38	114,49	19,73
Second year of experience	1 047,00	241,80	43,96	5,50	14,80	20,15
Thereafter	1 214,00	280,37	50,98	6,37	17,17	23,36
Cook:						
First year of experience	918,00	212,01	38,55	4,82	12,98	17,67
Second year of experience	1 001,00	231,18	42,03	5,25	14,15	19,27
Thereafter	1 025,00	236,72	43,04	5,38	14,49	19,73
General service employee	874,00	201,85	36,70	4,59	12,36	16,82
Handyman	918,00	212,01	38,55	4,82	12,98	17,67
Headwaiter	1 038,00	239,72	43,59	5,45	14,68	19,98
Housekeeper	1 025,00	236,72	43,04	5,38	14,49	19,73
Kitchen supervisor	893,00	206,24	37,50	4,69	12,63	17,19
Laundry supervisor	893,00	206,24	37,50	4,69	12,63	17,19
Manager	1 263,00	291,69	53,03	6,63	17,86	24,31
Motor vehicle driver	953,00	220,09	40,02	5,00	13,47	18,34
Porter/Night porter	953,00	220,09	40,02	5,00	13,47	18,34
Receptionist	1 168,00	269,75	49,05	6,13	16,52	22,48
Telephone switchboard operator	893,00	206,24	37,50	4,69	12,63	17,19
Waiter:						
First year of experience	883,00	203,93	37,08	4,63	12,49	16,99
Thereafter	929,00	214,55	39,01	4,88	13,14	17,88
Watchman				3,88		

N.B.: Hours of work:

- Watchmen: 60 hours in any six days or 10 hours per day until 31 October 1999.
55 hours per week from 1 November 1999 to 31 October 2000.
50 hours per week from 1 November 2000 to 31 October 2001.
45 hours per week from 1 November 2001.
- Others: 44 hours in 5,5 days or 8 hours in any 5 days and 4 hours on 1 day.

Scale of remuneration in the Accommodation Trade in the Magisterial District of Durban with effect from the date of coming into operation of this Agreement to 30 June 2000:

SCHEDULE C

	Monthly	Weekly	Daily	Hourly	Pro rata leave (up to 3 years' service)	Pro rata leave (over 3 years' service)
Assistant manager	1 096,00	253,12	46,02	5,75	15,50	21,09
Caretaker (up to 10 flats)	1 096,00	253,12	46,02	5,75	15,50	21,09
Caretaker (more than 10 flats)	1 168,00	269,75	49,05	6,13	16,52	22,48
Clerical Employee:						
First year of experience	1 025,00	236,72	43,04	5,38	14,49	19,73
Second year of experience	1 047,00	241,80	43,96	5,50	14,80	20,15
Thereafter	1 214,00	280,37	50,98	6,37	17,17	23,36
Cook:						
First year of experience	918,00	212,01	38,55	4,82	12,98	17,67
Second year of experience	1 018,00	235,10	42,75	5,34	14,39	19,59
Thereafter	1 047,00	241,80	43,96	5,50	14,80	20,15
General service employee	903,00	208,55	37,92	4,74	12,77	17,38
Handyman	953,00	220,09	40,02	5,00	13,47	18,34
Headwaiter	1 047,00	241,80	43,96	5,50	14,80	20,15
Housekeeper	1 072,00	247,58	45,01	5,63	15,16	20,63
Kitchen supervisor	918,00	212,01	38,55	4,82	12,98	17,67
Laundry supervisor	918,00	212,01	38,55	4,82	12,98	17,67
Manager	1 286,00	297,00	54,00	6,75	18,18	24,75
Motor vehicle driver	978,00	225,87	41,07	5,13	13,83	18,82
Porter/Night porter	978,00	225,87	41,07	5,13	13,83	18,82
Receptionist	1 168,00	269,75	49,05	6,13	16,52	22,48
Telephone switchboard operator	904,00	208,78	37,96	4,75	12,78	17,40
Waiter:						
First year of experience	906,00	209,24	38,04	4,76	12,81	17,44
Thereafter	978,00	225,87	41,07	5,13	13,83	18,82
Watchman				3,98		

N.B.: Hours of work:

Watchmen: 60 hours in any six days or 10 hours per day until 31 October 1999.
55 hours per week from 1 November 1999 to 31 October 2000.
50 hours per week from 1 November 2000 to 31 October 2001.
45 hours per week from 1 November 2001.

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

Signed at Port Shepstone, on behalf of the parties, this 16th day of February 2000.

D. G. COMINOS

Chairperson of the Council

L. REDDY

Vice-Chairperson of the Council

PAUL VAN GORKOM

Secretary of the Council

No. R. 552

9 June 2000

LABOUR RELATIONS ACT, 1995

ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF PENSION AND PROVIDENT FUNDS COLLECTIVE 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, 19 June 2000, and for the period ending 30 September 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 552

9 Junie 2000

WET OP ARBEIDSVIRHOUDINGE, 1995

ELEKTROTEGNIËSE NYWERHEID VAN SUID-AFRIKA: UITBREIDING VAN PENSION- EN VOORSORGFONDS KOLLEKTIEWE WYSIGINGSOOREENKOMS 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 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 19 Junie 2000, 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 Worker's 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 and extended to non-parties under Government Notice No. R. 1525 of 27 November 1998 as re-enacted and amended under Government Notice No. R. 943 of 6 August 1999.

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 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—

- (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. A fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for purposes of this Agreement.

(3) 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(1) (a) and (2) 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. CLAUSE 7: CONTRIBUTIONS

In subclause (1), substitute the figure 7,5% for the figure 6,5%.

Signed at Cape Town, as authorised for and on behalf of the parties to the Council, this 17th day of March 1999.

A. BENN

Chairperson of the Council

A. A. STANLEY-BEST

Vice-Chairperson of the Council

G. FISHER

Secretary of the Council

No. R. 553

9 June 2000

LABOUR RELATIONS ACT, 1995

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 19 June 2000, and for the period ending 28 February 2001.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

B-AGREEMENT

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

Road Freight Employer's Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

Transport and General Workers' Union

African Miners' and Allied Workers' Union

and

Transport and Allied Workers' Union

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

being the parties to the National Bargaining Council for the Road Freight Industry,

to amend the Agreement published under Government Notice No. R. 920 of 24 July 1998, as amended and extended by Government Notices Nos. R. 1689 of 24 December 1998, R. 209 of 19 February 1999, R. 285 of 12 March 1999, R. 319 of 19 March 1999, R. 574 of 7 May 1999, R. 1315 of 12 November 1999, R. 145 of 18 February 2000, and R. 295 of 31 March 2000.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Road Freight Industry—
 - (a) by all employers who are members of the employers organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
 - (b) in the Republic of South Africa, excluding the following Magisterial Districts: Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1996 and 1 July 1972 (Government Notices Nos. 498 and 871 of 1 April 1996 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. 556 and 1618 of 29 March 1956 and 2 October 1970, respectively) fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. 1105 of 26 July 1963 and 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed on this Agreement and to the employers of such employees.
- (3) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall not apply to—
 - (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle; and
 - (b) an employer who operates one truck with one driver, and the employees employed by such employer.
- (4) The provisions of clauses 1 (1) (a) and 1A of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions who entered into this Agreement.

1A. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2001.

2. CLAUSE 2: DEFINITIONS

Delete the definition of "new employer".

3. CLAUSE 4: WAGES

In subclause (1) (a) delete the expression "Provided that if a new employer, as defined in clause 1 (2), has been engaged in the industry for more than 12 months but not more than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent during such period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid."

4. Insert the following new clause 40:

"40. SEVERANCE PAY

- (1) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay based on the following scale, but limited to a maximum payment of seventeen weeks, even if the employee has worked for more than 10 years:

<i>Completed years of service</i>	<i>Payment</i>
for the first 1–3 years	1 week's remuneration per year
for the next 4–10 years	2 weeks' remuneration per year

- (2) For the purposes of calculating an employee's severance pay, remuneration—
 - (a) includes the cash value of any payment in kind that forms part of the employee's remuneration unless the employee receives that payment in kind; but
 - (b) excludes—
 - (i) gratuities;
 - (ii) allowances paid to an employee for the purposes of enabling an employee to work; and

- (iii) any discretionary payments not related to the employee's hours of work or work performance.
- (3) If an employee's remuneration is calculated, either wholly or in part, on a basis other than time, or if an employee's remuneration or wage fluctuates significantly from period to period, any payment to that employee in terms of this Agreement must be calculated by reference to the employee's remuneration or wage during the preceding 13 weeks; or, if the employee has been in employment for a shorter period, that period.
- (4) In calculating an employee's remuneration, if overtime earned over the preceding 13 weeks is included in the calculation, such overtime will be limited to a maximum of 10 hours per week."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 22nd day of March 2000.

J. J. DUBE

Chairman of the Council

G. F. VAN NIEKERK

Vice-Chairman of the Council

N. J. BADENHORST for G. F. VAN NIEKERK

B. S. E. GRATZ

Secretary of the Council

No. R. 553

9 Junie 2000

WET OP ARBEIDSVERHOUDINGE, 1995

PADVRAGNYWERHEID: UITBREIDING VAN B-KOLLEKTIEWE WYSIGINGSOORENKOMS 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 Wysigingsooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Wysigingsooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 19 Junie 2000, en vir die tydperk wat op 28 Februarie 2001 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID

B-OOREENKOMS

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

Road Freight Employer's Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

Transport and General Workers' Union

African Miners' and Allied Workers' Union

en

Transport and Allied Workers' Union

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

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

tot wysiging van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 920 van 24 Julie 1998, soos gewysig en verleng by Goewermenskennisgewing Nos. R. 1689 van 24 Desember 1998, R. 209 van 19 Februarie 1999, R. 285 van 12 Maart 1999, R. 319 van 19 Maart 1999, van R. 574 van 7 Mei 1999, R. 1315 van 12 November 1999, R. 145 van 18 Februarie 2000, en R. 295 van 31 Maart 2000.

1. TOEPASSINGSBESTEK

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

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

- (b) in die Republiek van Suid-Afrika uitgesonderd die volgende landdrostdistrikte: Alberton, Benoni, Boksburg, Brakpan [uitgesonderd die gedeeltes van die landdrostdistrikte van Boksburg en Brakpan wat voor die publikasie van Goewermenskennisgewing No. 1779 van 6 November 1964 binne die landdrostdistrik Heidelberg geval het, en uitgesonderd die gedeeltes van die landdrostdistrik Brakpan wat voor 1 April 1996 en 1 Julie 1972 (Goewermenskennisgewing Nos. 498 en 871 van onderskeidelik 1 April 1996 en 26 Mei 1972), binne die landdrostdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd die gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermenskennisgewing Nos. 556 en 1618 van onderskeidelik 19 Maart 1956 en 2 Oktober 1970) binne die landdrostdistrik Pretoria geval het], Krugersdorp [met inbegrip van die gedeeltes wat die landdrostdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972, (Goewermenskennisgewing Nos. 1105 en 872 van onderskeidelik 26 Julie 1963 en 26 Mei 1972), binne die landdrostdistrik Krugersdorp geval het], Oberholzer [uitgesonderd die gedeeltes van die landdrostdistrik Oberholzer wat, voor die publikasie van Goewermenskennisgewing No. 1745 van 1 September 1978, binne die landdrostdistrik Potchefstroom geval het], Randburg [uitgesonderd die gedeelte wat voor die publikasie van Goewermenskennisgewing No. 2152 van 22 November 1974, binne die landdrostdistrik Pretoria geval het], Randfontein (met inbegrip van die gedeelte van die landdrostdistrik Koster wat, voor die publikasie van Goewermenskennisgewing No. 1105 van 26 Julie 1963 binne die landdrostdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Hoffontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

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

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

- (a) 'n eienaar wat sy eie voertuig dryf en die werknemers wat in verband met sodanige voertuig in diens is; en
- (b) 'n werkgewer wat een vragmotor met een drywer bedryf, en die werknemers in diens van sodanige werkgewer.

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

1A. GELDIGHEIDSDUUR VAN DIE OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 28 Februarie 2001.

2. KLOUSULE 2: WOORDOMSKRYWING

Skrap die woordomskeuring van "nuwe werkgewer".

3. KLOUSULE 4: LONE

In subklousule (1) (a) skrap die uitdrukking "Met dien verstande dat indien 'n nuwe werkgewer soos in klousule 1 (2) omskryf, langer as 12 maande, maar nie langer nie as altesaam 24 maande by die Nywerheid betrokke is, sodanige lone met hoogstens 10 persent gedurende sodanige tydperk verminder mag word, waarna die minimum lone soos bepaal in paragrawe (b), (c) en (d) betaalbaar word en betaal moet word."

4. Voeg die volgende nuwe klousule 40 by:

"40. SKEIDINGSLOON

- (1) 'n Werkgewer moet 'n werknemer wat ontslaan word as gevolg van die werkgewer se bedryfsvereistes, 'n skeidingsloon betaal wat gebaseer word op die volgende skaal, maar beperk word tot 'n maksimum van sewentien weke selfs al het die werknemer meer as 10 jaar diens:

<i>Voltooide jare diens</i>	<i>Betaling</i>
vir die eerste 1–3 jaar.....	1 week se vergoeding per jaar
vir die volgende 4–10 jaar.....	2 weke se vergoeding per jaar

- (2) Vir die doeleindes van die berekening van 'n werknemer se skeidingsloon moet 'n werknemer se besoldiging—

- (a) insluit die kontantwaarde van enige betaling in goedere wat deel uitmaak van die werknemer se besoldiging tensy die werknemers daardie betaling in goedere ontvang; maar
- (b) uitsluit—
 - (i) gratifikasies;
 - (ii) toelaes aan 'n werknemer betaal met die doel om 'n werknemer in staat te stel om te werk; en
 - (iii) enige betaling na goeëddunke wat nie met die werknemer se werkure of werkverrigting verband hou nie.

- (3) Indien 'n werknemer se besoldiging, hetsy in die geheel of gedeeltelik, op 'n ander grondslag as tyd bereken word, of indien 'n werknemer se besoldiging van tydperk tot tydperk beduidend skommel, moet enige betaling ingevolge hierdie Ooreenkoms bereken word met verwysing na die werknemer se besoldiging gedurende die voorafgaande 13 weke; of, indien die werknemer vir 'n korter tydperk in diens was, gedurende daardie tydperk.

- (4) Indien oortyd verdien oor die voorafgaande 13 weke ingereken word, word sodanige oortyd by die berekening van 'n werknemer se besoldiging beperk tot 'n maksimum van 10 uur per week."

Vir en namens die partye by die Raad op hede die 22ste dag van Maart 2000, te Johannesburg onderteken.

J. J. DUBE

Voorsitter van die Raad

G. F. VAN NIEKERK

Ondervoorsitter van die Raad

N. J. BADENHORST namens **G. F. VAN NIEKERK**

B. S. E. GRATZ

Sekretaris van die Raad

No. R. 554

9 June 2000

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: EXTENSION OF THE A-COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from 19 June 2000, and for the period ending 28 February 2001.

M. M. S. MDLADLANA

Minister of Labour.

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY

A-AGREEMENT

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)

South African Transport Workers' Union

Professional Transport Workers' Union of South Africa

Transport and General Workers' Union

African Miners' and Allied Workers' Union

and

Transport and Allied Workers' Union

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

being the parties to the National Bargaining Council for the Road Freight Industry,

to amend the Agreement published under Government Notice No. R. 922 of 24 July 1998, as amended and extended by Government Notices Nos. R. 1691 of 24 December 1998, R. 211 of 19 February 1999, R. 284 of 12 March 1999, R. 320 of 19 March 1999, R. 575 of 7 May 1999, R. 1316 of 12 November 1999, R. 144 of 18 February 2000 and R. 294 of 31 March 2000.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Road Freight Industry—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
- (b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notices No. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notice Nos. R. 498 and R. 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel), Delmas, Germiston, Johannesburg, Kempton Park (excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R. 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria), Krugersdorp (including those portions of the Magisterial Districts of Koster and Brits, which, prior to 26 July 1963 and 1 June 1972, respectively (Government

Notices Nos. R. 1105 of 26 July 1963 and R. 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp), Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication by Government Notice No. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees.

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

- (a) an owner who drives his own vehicle and the employees employed in connection with such a vehicle; and
- (b) an employer who operates one truck with one driver, and the employees employed by such employer.

(4) The provisions of clauses 1 (1) (a) and 1A of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions who entered into this Agreement.

1A. PERIOD OF OPERATION OF AGREEMENT

This agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2001.

2. Delete the existing clause 17 pertaining to "Driver Training Scheme".

3. NEW CLAUSE 17

Insert the following new clause 17:

"17. SEVERANCE PAY

- (1) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay based on the following scale, but limited to a maximum payment of 17 weeks, even if the employee has worked more than 10 years:

<i>Completed years of service</i>	<i>Payment</i>
for the first 1–3 years	1 week's remuneration per year
for the next 4–10 years	2 weeks' remuneration per year

- (2) For the purposes of calculating an employee's severance pay, remuneration in terms of section 35 (5) of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)—

- (a) includes the cash value of any payment in kind that forms part of the employee's remuneration unless the employee receives that payment in kind; but
- (b) excludes—
 - (i) gratuities;
 - (ii) allowances paid to an employee for the purposes of enabling an employee to work; and
 - (iii) any discretionary payments not related to the employee's hours of work or work performance.

- (3) If an employee's remuneration is calculated, either wholly or in part, on a basis other than time, or if an employee's remuneration fluctuates significantly from period to period, any payment to that employee in terms of this Agreement is to be calculated by reference to the employee's remuneration during the preceding 13 weeks, or if the employee has been in employment for a shorter period, that period.

- (4) In calculating an employee's remuneration, if overtime earned over the preceding 13 weeks is included in the calculation, such overtime will be limited to a maximum of 10 hours per week."

Signed at Johannesburg, for and on behalf of the parties to the Council, this 22nd day of March 2000.

J. J. DUBE

Chairman of the Council

G. F. VAN NIEKERK

Vice-Chairman of the Council

(N. J. BADENHORST for G. F. VAN NIEKERK)

B. S. E. GRATZ

Secretary of the Council

No. R. 554

9 Junie 2000

WET OP ARBEIDSVERHOUDINGE, 1995

PADVRAGNYWERHEID: UITBREIDING VAN DIE A-KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Wysigingsooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 19 Junie 2000, en vir die tydperk wat op 28 Februarie 2001 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

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

Road Freight Employers' Association

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

Motor Transport Workers' Union (South Africa)**South African Transport Workers' Union****Professional Transport Workers' Union of South Africa****Transport and General Workers' Union****African Miners' and Allied Workers' Union**

en

Transport and Allied Workers' Union

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

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

tot wysiging van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 922 van 24 Julie 1998, soos gewysig en verleng by Goewermenskennisgewings Nos. R. 1691 van 24 Desember 1998, R. 211 van 19 Februarie 1999, R. 284 van 12 Maart 1999, R. 320 van 19 Maart 1999, R. 575 van 7 Mei 1999, R. 1316 van 12 November 1999, R. 144 van 18 Februarie 2000 en R. 294 van 31 Maart 2000.

1. TOEPASSINGSBESTEK

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

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

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

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

(a) 'n eienaar wat sy eie voertuig dryf en die werknemers wat in verband met sodanige voertuig in diens is; en

(b) 'n werkgewer wat een vragmotor met een drywer bedryf, en die werknemers in diens van sodanige werkgewer.

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

1A. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 28 Februarie 2001.

2. Skrap die bestaande klousule 17 met betrekking tot "Dryweropleidingskema".

3. NUWE KLOUSULE 17

Voeg die volgende nuwe klousule 17 in:

"17. SKEIDINGSLOON

- (1) 'n Werkgewer moet aan 'n werknemer wat weens redes gegrond op die werkgewer se bedryfsvereistes ontslaan word, 'n skeidingsloon betaal gegrond op die volgende skaal, maar beperk tot 'n maksimum betaling van 17 weke, selfs al het die werknemer meer as 10 jaar diens:

Voltooide jare diens

Betaling

Vir die eerste 1–3 jaar 1 week se vergoeding per jaar

Vir die volgende 4–10 jaar 2 weke se vergoeding per jaar

- (2) Vir die doeleindes van die berekening van 'n werknemer se skeidingsloon moet besoldiging ingevolge artikel 35 (5) van die Wet op Basiese Diensvoorwaardes, 1997 (Wet No. 75 van 1997)—

(a) die kontantwaarde insluit van enige betaling in goedere wat deel van die werknemer se besoldiging uitmaak tensy die werknemer daardie betaling in goedere ontvang; maar

(b) die volgende uitsluit—

(i) gratifikasies;

(ii) toelaes aan 'n werknemer betaal vir die doel om 'n werknemer in staat te stel om te werk; en

(iii) enige betaling na goeëddunke wat nie met die werknemer se werkure of werkverrigting verband hou nie.

- (3) Indien 'n werknemer se besoldiging, hetsy in die geheel of ten dele, op 'n ander grondslag as tyd bereken word, of indien 'n werknemer se besoldiging van tydperk tot tydperk beduidend skommel, moet enige betaling ingevolge hierdie Ooreenkoms bereken word met verwysing na die werknemer se besoldiging gedurende die voorafgaande 13 weke, of indien die werknemer vir 'n korter tydperk in diens was, gedurende daardie tydperk.

- (4) Indien oortyd wat gedurende die voorafgaande 13 weke verdien is, by die berekening ingesluit word wanneer 'n werknemer se besoldiging bereken word, word sodanige oortyd beperk tot 'n maksimum van 10 uur per week."

Vir en namens die partye by die Raad op hede die 22ste dag van Maart 2000 te Johannesburg onderteken.

J. J. DUBE

Voorsitter van die Raad

G. F. VAN NIEKERK

Ondervoorsitter van die Raad

(N. J. BADENHORST names G. F. VAN NIEKERK)

B. S. E. GRATZ

Sekretaris van die Raad

No. R. 555

9 June 2000

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE LEATHER INDUSTRY OF SOUTH AFRICA: RENEWAL OF TANNING SECTION COLLECTIVE AGREEMENT

I, Dennis van der Walt, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 1318 of 6 November 1998, R. 287 of 12 March 1999, R. 1017 of 27 August 1999 and R. 47 of 28 January 2000 to be effective from 1 July 2000 and for the period ending 30 June 2001.

D. VAN DER WALT

Director: Collective Bargaining

UMNYANGO WEZOKUSEBENZA**No. R. 555****9 June 2000**

UMTHETHO WOBUDLELWANO KWEZEMISENBENZI, KA 1995

UMKHANDLU WOKUXOXISANA EZIMBONINI ZEZIKHUMBA ENINGIZIMU AFRIKA: UKUVUSELEL WA KWESIVUMELWANO SIKAWONKEWONKE SENGXENYE YOKUSHUKWA KWEZIKHUMBA

Mine, Dennis van der Walt, uMqondisi: ukuXoxisana kukaWonkewonke, okuvunyelwe nguNgqongqoshe wezokeSebenza, ngokwesigaba 32 (6) (a) (ii) soMthetho wobuDlelwano kwezeMisibenzi, ka 1995, ngimemezela imithetho kaHulumeni enguNombolo R. 1318 womhlaka 6 Novemba 1998, R. 287 womhlaka 12 Mashi 1999, R. 1017 womhlaka 27 Agusti 1999, No. R. 47 womhlaka 28 Januari 2000 ukuthi iqale ukusebenza mhla ziwu 1 Juli 2000 kuze kufinyelele esikhathini esiyophela ngoMhlaka 30 Juni 2001.

D. VAN DER WALT**Umqondisi: Ukuxoxisana Kukawonkewonke****DEPARTMENT OF DEFENCE
DEPARTEMENT VAN VERDEDIGING****No. R. 564****9 June 2000****APPOINTMENT OF REGISTRAR OF MILITARY UNIONS**

It is hereby notified that the Minister of Defence has, in terms of regulation 41 of Chapter XX of the General Regulations for the South African National Defence Force and Reserve, withdrawn the designation of No. 72212699PE Brigadier-General H.R. Hurd as Registrar of Military Trade Unions with effect from 31 May 2000.

No. R. 565**9 June 2000****AMENDMENT TO THE GENERAL REGULATIONS FOR THE SOUTH AFRICAN NATIONAL
DEFENCE FORCE AND THE RESERVE**

The Minister of Defence has, in terms of section 87 (1), read with section 12 (1) (f), 30 (2) and 45 (2) of the Defence Act, 1957 (Act No. 44 of 1957), published the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this Schedule "the Regulations" means Chapter IV of the General Regulations for the South African National Defence Force and the Reserve, published in Government Notice No. R. 274 of 26 February 1971, as amended by Government Notices No. R. 314 of 27 February 1976, R. 832 of 21 April 1978, R. 2203 of 24 October 1986, R. 2172 of 14 September 1990, R. 585 of 22 March 1991 and R949 of 18 July 1997 and R. 913 of 23 July 1999.

Amendment of Chapter IV of Regulations

2. Regulation 21 is hereby amended by the insertion of the following paragraph after paragraph (l) of subregulation (1):
 - (m) Notwithstanding the provisions in subparagraph (a) (i) and (iv), if the member has been convicted of contravening section 14 (a) of the First Schedule of the Defence Act, 1957 (Act No. 44 of 1957), for five times or more during a period of 24 months of continuous service.

**SOUTH AFRICAN REVENUE SERVICE
SUID-AFRIKAANSE INKOMSTEDIENS****No. R. 566****9 June 2000****CORRECTION NOTICE**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 6 (No. 6/92)

Government Notice No. R. 557 of 1 June 2000 appearing in *Government Gazette* No. 21246 is hereby amended by substituting the expression "By the insertion after rebate item 640.08 of the following:" by the expression "By the insertion after rebate item 640.09 of the following:" and by substitution the expression "640.09" by the expression "640.10" wherever it appears.

No. R. 566

9 Junie 2000

VERBETERINGSKENNISGEWING

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 6 (No. 6/92)

Goewermentskennisgewing No. R. 557 van 1 Junie 2000 wat in *Staatskoerant* No. 21246 verskyn het, word hiermee gewysig deur die uitdrukking "Deur na kortingitem 640.08 die volgende in te voeg:" te vervang met die uitdrukking "Deur na kortingitem 640.09 die volgende in te voeg:" en deur die uitdrukking "640.09" met die uitdrukking "640.10" waar dit oral verskyn.

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