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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 246

21 February 2003

AGRICULTURAL PRODUCT STANDARDS ACT, 1990
(ACT No. 119 OF 1990)

REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF GARLIC INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA

The Minister of Agriculture has, in terms of section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the Act, shall have that meaning and --

"chemical residues" means residues of agricultural remedies which in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947), are permissible for the treatment of pests and diseases;

"class" with regard to the quality of garlic, means a class as referred to in regulation 4;

"classified garlic" means garlic which has been classified according to the classes specified in these regulations and of which the container is marked with a class designation or other designation indicating that such garlic is of a particular quality or possesses particular quality properties;

"consignment" means a quantity of garlic delivered at any one time under cover of the same delivery note, consignment note or receipt note or from the same vehicle, or if any such quantity is subdivided into different size groups, classes, cultivars or packaging, each quantity of each of the different size groups, classes, cultivars or packaging.

"decay" means a state of decomposition or fungus development or any insect infestation, partly or completely affecting the quality of the garlic detrimentally;

"diameter" means the largest diameter of garlic measured at right angles to a line running from the stem end to the root base;

"foreign matter" means any material not normally present in, on or amongst garlic excluding chemical residues;

"garlic" means the bulb and/or cloves of the plant *Allium sativum* L., and includes fresh garlic (garlic with a green stem and with the outer skin layers of the bulb still fresh), semi-dry garlic (garlic with the stem and outer skin layers of the bulb not completely dry) and dry garlic (garlic in which the stem, outer skin layers of the bulb and the skin layers surrounding each clove are completely dry);

"inspector" means the Executive Officer or an officer under his or her control, or an assignee or an employee of an assignee;

"the Act" means the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990);

"unclassified garlic" means garlic which has not been classified according to the classes specified in these regulations and the quality specifications in Table 1, and of which the container is marked with a designation to indicate that no definite class or grade has been applied to the container.

Restrictions on the sale of garlic

2. (1) No person shall sell in the Republic of South Africa

(a) classified garlic --

- (i) unless the garlic is sold according to the classes referred to in regulation 4;
- (ii) unless the garlic complies with the standards for classes referred to in regulation 5;
- (iii) unless such garlic is packed in a container and in the manner prescribed in regulations 6 and 7;
- (iv) unless the containers in which such garlic is presented for sale have been manufactured according to the requirements prescribed in regulation 6;
- (v) unless such garlic is marked with the particulars and in the manner prescribed in regulation 8;
- (vi) if such garlic contains a substance prescribed as a substance which it may not contain;
- (vii) if such garlic is packed in a container or in a manner prescribed as a container in which or a manner in which it may not be packed; and
- (viii) if such garlic is marked with particulars or in a manner prescribed as particulars with which or a manner in which it may not be marked;

(b) unclassified garlic unless such garlic is marked with the particulars and in the manner prescribed in regulation 8(8).

(2) The Executive Officer may grant written exemption, entirely or partially, to any person on such conditions as he or she deems necessary, from the provisions of subregulation (1).

Offences and penalties

3. Any person who contravenes or fails to comply with a provision of these regulations shall be guilty of an offence and upon conviction be liable to a fine or imprisonment in accordance with section 11 of the Act.

Classes for garlic

4. (1) Garlic shall be sold as either classified garlic or unclassified garlic.

(2) There are two classes of classified garlic namely Class 1 and Class 2.

Standards for classes

5. (1) Subject to the provisions of subregulation (2), garlic which is classified as Class 1 and Class 2 shall comply with the specifications set out in Table 1 of the Annexure.

(2) The extent to which Class 1 and Class 2 garlic may deviate from the specifications prescribed in subregulation (1) are determined in accordance to subregulation (3) and are set out in Table 2 of the Annexure.

(3) The extent to which Class 1 and Class 2 garlic deviates from the prescribed specifications, shall be determined as follows:

- (a) Examine the bulbs in the sample of the consignment sensorially in order to determine whether such deficiencies occur thereon or therein: Provided that any bulb from the sample referred to in regulation 10 with suspected internal deficiencies may be dissected for the purpose of a confirmation or otherwise of the observation concerned.
- (b) Determine with regard to each of the separate quality factors mentioned in subregulation (2) the mass of garlic that deviates from the prescribed specifications.
- (c) Express the mass determined in paragraph (b) as a percentage of the net mass of the container of garlic.
- (d) Such percentage represents the extent to which garlic with the deviation concerned is present in such container.

Requirements for containers

6. Garlic shall be packed in containers which --

- (a) are intact, clean, suitable and strong enough for the packing and normal handling of garlic;
- (b) shall not impart a taste or odour to the garlic; and
- (c) consist of pockets, cardboard cartons, or boxes.

Packing requirements

- 7.
- (a) Classified garlic shall correspond in cultivar, class and size group in the same consignment.
 - (b) Containers shall be properly closed.
 - (c) Classified garlic shall, subject to the provisions of subregulation (e), be packed according to the diameter of the garlic in size groups: Provided that the difference in diameter between the smallest and the largest bulb in the same container shall not exceed 15 mm.
 - (d) The minimum diameter for classified garlic is 30 mm.
 - (e) Garlic packed in a container in accordance with subregulation (c) may deviate by not more than 10 per cent on a mass per mass basis from the minimum and maximum diameter indicated on the container: Provided that not more than 5 percent of the garlic shall be smaller than the minimum diameter concerned.
 - (f) Dry, semi-dry and fresh garlic may be marketed loose, in pre-packs, in bunches or in strings, and for the purposes of these regulations such a collection of garlic shall be regarded as a container of garlic.

Marking requirements

8. (1) Containers containing classified garlic destined for sale, shall be marked in clear and legible block letters of at least 5 mm in height with the following particulars:

- (a) The name and address or trade mark of the producer, owner, packer and/or local dispatcher.
- (b) The expression "Product of" followed by the name of the country of origin of the garlic.

- (c) The class, in the case of Class 1 and Class 2.
 - (d) The size group of the garlic in the container, indicated as minimum diameter and maximum diameter.
 - (e) The net mass of the contents, in letters of a size as prescribed by the Trade Metrology Act, 1973 (Act No. 77 of 1973).
 - (f) The word "garlic", in the case of containers the contents of which are not visible from outside.
 - (g) If containers is packed in a carrier container each carrier container shall be marked with the particulars set out in subitem (1), as well as with the number of container it contains and its contents, on at least one end of every carrier container by means of stamping or printing or by pasting a printed label thereon.
- (2) The particulars prescribed in subregulation (1) shall be indicated on the container or on a label affixed to the container.
- (3) Particulars shall be printed in English or both in English and any of the other official languages.
- (4) If at any stage the class or size designation should change the labels shall be replaced unless the new class or size designation is stamped in red ink across the old class or size designation, in clear legible block letters of at least 2 mm larger than the previous marks, with a suitable stamp.
- (5) Any labels shall be firmly affixed to each container. If more than one label is used, the markings on different labels shall not be contradictory.
- (6) Each container containing garlic shall be provided with one or more labels that shall be --
- (a) intact, clean and neat;
 - (b) manufactured from manilla paper or other suitable material; and
 - (c) affixed firmly to the container and in such a manner that re-stamping is possible without opening or damaging the container.
- (7) If classified garlic is displayed for sale in loose quantities --
- (a) any quantity of a particular class, a size group or a cultivar shall not be displayed mixed with garlic of any other class, size group or cultivar; and
 - (b) the class, size group and country of origin of such garlic shall be indicated in clear, legible block letters of at least 10 mm in height on a notice board prominently placed at such a quantity of garlic.
- (8) Containers containing unclassified garlic destined for sale, shall be marked in clear and legible block letters of at least 5 mm in height with the name and address of the producer or owner and with the expression "Unclassified garlic".

Prohibited particulars

9. No wording, illustration or other device of expression which constitutes a misrepresentation or which directly or by implication can create a misleading impression of the contents shall appear on a container containing garlic or on a label affixed thereto or which is displayed therewith.

Sampling

10. An inspector shall abstract a number of containers randomly for inspection and shall satisfy him- or herself that the containers thus abstracted, are representative of the consignment concerned. Each container abstracted in this way shall be inspected separately.

ANNEXURE

Table 1

QUALITY SPECIFICATIONS

	Quality factor	Class 1	Class 2
1.	General appearance	Very good quality garlic bulbs shall be sound and whole, firm, mature and well cured (not shattered, soft, spongy or dried out)	Good quality garlic bulbs shall be sound and firm, mature and well cured (not shattered, soft, spongy or dried out)
2.	Decay	Not permissible	Not permissible
3.	Frost and sun damage	Not permissible	Not permissible
4.	Externally visible sprouts	Not permissible	Not permissible
5.	Abnormal external moisture	Not permissible: Provided that moisture resulting from natural condensation shall not be regarded as abnormal	Not permissible: Provided that moisture resulting from natural condensation shall not be regarded as abnormal
6.	Foreign smell and taste	Not permissible	Not permissible
7.	Cloves	Cloves shall be compact and well filled. Cloves shall fit closely together for at least two thirds of the length of individual cloves	Cloves shall be reasonable compact, and well filled. Incomplete bulbs with not more than 3 cloves missing are permissible. Cloves shall fit closely together for at least half of the length of individual cloves.
8.	Foreign matter	Bulbs shall be properly cleaned and free from any traces of soil, sand, organic matter and other visible foreign matter	Bulbs shall be properly cleaned and free from any traces of soil, sand, organic matter and practically free from other visible foreign matter
9.	Shape	Typical of cultivar and fairly regular: Provided that slight swellings are permissible	Typical of cultivar: Provided that irregularly shaped bulbs are permissible
10.	Colour	Characteristic of commercial type: Provided that light discoloration limited to 10% of bulb surface is permissible	Characteristic of commercial type: Provided that light discoloration on less than one third of bulb surface is permissible
11.	Sheath	Bulbs shall be well sheathed. Small tears of the outer sheath is permissible: Provided that not more than 10% of the total surface of the bulb is exposed	Bulbs shall be well sheathed. Tears of the outer sheath is permissible: Provided that not more than 30% of the total surface of the bulb is exposed
12.	Damage by insects and organisms	Not permissible	Not permissible

13.	Chemical residues which exceed the limits prescribed in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947)	Not permissible	Not permissible
14.	Injuries: wounds, bruises and blemishes	Not permissible	Healed mechanical injuries or slight bruises (of not more than 8 mm in length and 3 mm in depth) are permissible: Provided that not more than 3 cloves per bulb are affected
15.	Thick necks	Not permissible	Thick necks with a diameter not exceeding one third of the diameter of the bulb are permissible
16.	Waxy breakdown	Light yellow areas in flesh of cloves are permissible. Amber coloured translucent sticky, waxy cloves, are not permissible	Soft cloves are not permissible: Provided that up to 3 cloves per bulb may be amber coloured, translucent and waxy
17.	Stems	Cut off neatly and evenly to a maximum length of 30 mm for dry garlic, 100 mm for half dry and fresh garlic and 250 mm for bunches and strings	Cut off neatly and evenly to a maximum length of 30 mm for dry garlic, 100 mm for half dry and fresh garlic and 250 mm for bunches and strings
18.	Roots	Cut off neatly to a maximum length of 5 mm for dry garlic and 10 mm for half dry and fresh garlic	Cut off neatly to a maximum length of 5 mm for dry garlic and 10 mm for half dry and fresh garlic
19.	Any internal or external quality factor not mentioned in items 1 to 18 that may affect the quality of the garlic detrimentally	Not permissible	Not permissible

Table 2
QUALITY SPECIFICATIONS

Quality factor	Class 1	Class 2
Visible sprouts	2%	5%
Decay	2%	5%
Deviation from requirements for containers and packing requirements as prescribed	10%	10%
Deviations from marking requirements as prescribed	Two containers per consignment	Two containers per consignment
Deviations in this table, including unspecified internal and external deviations, collectively: Provided that such deviations are individually within the specified limits	10%	10%

No. R. 246

21 Februarie 2003

WET OP LANDBOUPRODUKSTANDAARDE, 1990
(WET No. 119 VAN 1990)

**REGULASIES BETREFFENDE DIE GRADERING, VERPAKKING EN MERK VAN KNOFFEL
BESTEM VIR VERKOOP IN DIE REPUBLIEK VAN SUID-AFRIKA**

Die Minister van Landbou het kragtens artikel 15 van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990) die regulasies in die Bylae uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis en beteken --

"bederf" 'n toestand van verrotting, swamontwikkeling of enige insekbesmetting, wat deels of in die geheel die gehalte van die knoffel nadelig beïnvloed;

"besending" 'n hoeveelheid knoffel wat op 'n bepaalde tydstip gelewer word onder dekking van dieselfde afleveringsbrief, vragbrief of ontvangsbewys of deur dieselfde voertuig, of indien so 'n hoeveelheid ingedeel is in verskillende grootte-groepe, klasse, kultivars of verpakings, elke hoeveelheid van elk van die verskillende grootte-groepe, klasse, kultivars of verpakings;

"chemiese residu's" residu's van landboumiddels wat ingevolge die Wet op Misstawwe, Veevoedsel, Landboumiddels en Veemiddels, 1947 (Wet No. 36 van 1947), toelaatbaar is vir die behandeling van peste en siektes;

"deursnee" die grootste deursnee van die knoffel, gemeet reghoekig aan 'n lyn wat van die stingelent tot die wortelbasis strek;

"die Wet" die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990);

"geklassifiseerde knoffel" knoffel wat volgens die klasse in hierdie regulasies gespesifiseer geklassifiseer is en waarvan die houer met 'n klasaanduiding of ander aanduiding dat sodanige knoffel van 'n bepaalde klas is of bepaalde gehalte-eienskappe besit, gemerk is;

"inspekteur" die Uitvoerende Beamppte of 'n beamppte onder sy of haar beheer, of 'n Gemagtigde of 'n werknemer van 'n Gemagtigde;

"klas" met betrekking tot die gehalte van knoffel, 'n klas in regulasie 4 bedoel;

"knoffel" die bol en/of huisies van die plant *Allium sativum* L., en sluit in vars knoffel (knoffel met 'n groen stingel en waarvan die buitenste skutblare nog vars is), halfdroë knoffel (knoffel waarvan die stingel en buitenste skutblare nie heeltemal droog is nie) en droë knoffel (knoffel waarvan die stingel, buitenste skutblare van die bol en die skillae rondom elke huisie heeltemal droog is);

"ongeklassifiseerde knoffel" knoffel wat nie volgens die klasse in hierdie regulasies gespesifiseer en die gehalte-spesifikasies in Tabel 1 geklassifiseer is nie, en waarvan die houer gemerk is met 'n aanduiding dat geen besliste klas of graad op die houer van toepassing is nie; en

"vreemde materiaal" enige materiaal wat nie normaalweg in, op of tussen knoffel teenwoordig is nie, uitgesonderd chemiese residu's.

Beperkings op die verkoop van knoffel

2. (1) Niemand mag in die Republiek van Suid-Afrika
- (a) geklassifiseerde knoffel verkoop nie --
- (i) tensy die knoffel volgens die klasse in regulasie 4 geklassifiseer is;
 - (ii) tensy die knoffel aan die standaard betreffende gehalte in regulasie 5 bedoel, voldoen;
 - (iii) tensy sodanige knoffel verpak is in 'n houer en op die wyse in regulasies 6 en 7 voorgeskryf;
 - (iv) tensy die houters waarin sodanige knoffel vir verkoop aangebied word, vervaardig is ooreenkomstig die vereistes in regulasie 6 voorgeskryf;
 - (v) tensy sodanige knoffel gemerk is met die besonderhede en op die wyse in regulasie 8 voorgeskryf;
 - (vi) indien sodanige knoffel 'n stof bevat wat aldus voorgeskryf is as 'n stof wat dit nie mag bevat nie;
 - (vii) indien sodanige knoffel in 'n houer of op 'n wyse verpak is wat aldus voorgeskryf is as 'n houer waarin of 'n wyse waarop dit nie verpak mag word nie; en
 - (viii) indien sodanige knoffel met besonderhede of op 'n wyse gemerk is wat aldus voorgeskryf is as besonderhede waarmee of 'n wyse waarop dit nie gemerk mag word nie;
- (b) ongeklassifiseerde knoffel verkoop nie tensy sodanige knoffel gemerk is met die besonderhede en op die wyse in regulasie 8(8) voorgeskryf.

(2) Die Uitvoerende Beampte kan iemand skriftelik, in die geheel of gedeeltelik, op die voorwaardes wat hy of sy nodig ag, van die bepalings van subregulasie (1) vrystel.

Oortreding en strawwe

3. Iemand wat die bepalings van hierdie regulasies oortree of versuim om daaraan te voldoen, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete of met gevangenisstraf volgens artikel 11 van die Wet.

Klasse vir knoffel

4. (1) Knoffel moet as geklassifiseerde knoffel óf as ongeklassifiseerde knoffel verkoop word.
- (2) Daar is twee klasse geklassifiseerde knoffel naamlik Klas 1 en Klas 2.

Standaard vir klasse

5. (1) Behoudens die bepalings van subregulasie (2), moet knoffel wat as Klas 1 en Klas 2 geklassifiseer is, voldoen aan die spesifikasies in Tabel 1 van die Aanhangsel uiteengesit.
- (2) Die mate waarin Klas 1 en Klas 2 knoffel mag afwyk van die spesifikasies in subregulasie (1) voorgeskryf, word ooreenkomstig subregulasie (3) bepaal en in Tabel 2 van die Aanhangsel uiteengesit.

(3) Die mate waarin Klas 1 en Klas 2 knoffel van die voorgeskrewe spesifikasies afwyk, moet soos volg bepaal word:

- (a) Onderzoek die bolle in die monster van die besending sintuiglik ten einde te bepaal of sodanige afwykings daarin of daarop voorkom: Met dien verstande dat enige bol van die monster in regulasie 10 omskryf, met 'n verdagte interne gebrek, oopgesny mag word vir bevestiging of andersins van die betrokke waarneming.
- (b) Bepaal ten opsigte van elkeen van die onderskeie gehaltefaktore in subregulasie (2) vermeld die massa van die knoffel wat van die voorgeskrewe spesifikasies afwyk.
- (c) Druk die massa in paragraaf (b) bepaal uit as 'n persentasie van die netto massa van die houer knoffel.
- (d) Sodanige persentasie verteenwoordig die mate waartoe knoffel met die betrokke afwyking in die houer voorkom.

Vereistes vir houters

6. Knoffel moet in houters verpak word wat --

- (a) heel, skoon, geskik en sterk genoeg vir die verpakking en normale hantering van knoffel is;
- (b) nie 'n smaak of reuk aan die knoffel oordra nie; en
- (c) bestaan uit sakkies, kartonhouters of kassies.

Verpakkingsvereistes

- 7.
- (a) Geklassifiseerde knoffel moet in dieselfde besending in kultivar, klas en groottegroep ooreenstem.
 - (b) Houters moet behoorlik toegemaak word.
 - (c) Geklassifiseerde knoffel moet, behoudens die bepalings van subregulasie (e), volgens die deursnee van die knoffel in groottegrade verpak word: Met dien verstande dat die verskil in deursnee tussen die kleinste en grootste bol in dieselfde houer nie meer as 15 mm mag wees nie.
 - (d) Die minimum deursnee vir geklassifiseerde knoffel is 30 mm.
 - (e) Knoffel wat ooreenkomstig subregulasie (c) in 'n houer verpak is, mag met hoogstens 10 persent op 'n massa per massa basis afwyk van die minimum en maksimum deursnee op die houer aangedui: Met dien verstande dat hoogstens 5 persent van die knoffel kleiner as die betrokke minimum deursnee mag wees.
 - (f) Droë, halfdroë en vars knoffel mag los, in kleinmaatverpakking, in bondels of in stringe bemark word, en vir die doeleindes van hierdie regulasies word sodanige versameling knoffel as 'n houer knoffel beskou.

Merkvereistes

8. (1) Houters met geklassifiseerde knoffel bestem vir verkoop moet in duidelike en leesbare blokletters van minstens 5 mm in hoogte met die volgende besonderhede gemerk wees:

- (a) Die naam en adres of handelsmerk van die produsent, eienaar, verpakker en/of plaaslike versender.
- (b) Die uitdrukking "Produk van" gevolg deur die naam van die land van oorsprong van die knoffel.

- (c) Die klas, in die geval van Klas 1 en Klas 2.
- (d) Die groottegroep van die knoffel in die houer, aangedui as minimum deursnee en maksimum deursnee.
- (e) Die netto massa van die inhoud in letters van 'n grootte soos voorgeskryf deur die Wet op Handelsmetrologie, 1973 (Wet No. 77 van 1973).
- (f) Die woord "knoffel", in die geval van houers waarvan die inhoud nie van buite sigbaar is nie.
- (g) Indien houers in 'n drahouer verpak word, moet elke drahouer met die besonderhede soos in subregulasie (1) voorgeskryf, asook met die aantal houers wat dit bevat, en die inhoud daarvan, op ten minste een kopponent van elke drahouer gemerk word deur dit te stempel of te druk of deur 'n gedrukte etiket daarop te plak.

(2) Die besonderhede in subregulasie (1) voorgeskryf moet op die houer of op 'n etiket wat aan die houer geheg is, aangedui word.

(3) Besonderhede moet in Engels of in beide Engels en enige van die ander amptelike tale gedruk wees.

(4) Indien die klas- of groottebenaming in enige stadium sou verander, moet die etikette vervang word tensy die nuwe klas- of groottebenaming in duidelike leesbare blokletters van minstens 2 mm groter as die vorige merke dwarsoor die ou klas- of groottebenaming in rooi ink met 'n geskikte stempel gestempel word.

(5) Enige etikette moet stewig aan elke houer geheg wees. Indien meer as een etiket gebruik word, mag die merke op verskillende etikette nie teenstrydig wees nie.

(6) Elke houer wat knoffel bevat moet van een of meer etikette voorsien wees wat --

- (a) heel, skoon en netjies is;
- (b) van manillapapier of ander geskikte materiaal vervaardig is; en
- (c) stewig aan die houer geheg is op so 'n wyse dat oorstempeling moontlik is sonder om die houer oop te maak of te beskadig.

(7) Indien geklassifiseerde knoffel vir verkoop in los hoeveelhede uitgestal word --

- (a) mag 'n hoeveelheid van 'n bepaalde klas, groottegroep of kultivar nie gemeng met knoffel van 'n ander klas, groottegroep of kultivar uitgestal word nie; en
- (b) moet die klas, groottegroep en land van oorsprong van sodanige knoffel in duidelike, leesbare letters van ten minste 10 mm in hoogte op 'n kennisgewingbord wat prominent by sodanige hoeveelheid knoffel geplaas is, aangedui word.

(8) Houers met ongeklassifiseerde knoffel bestem vir verkoop, moet in duidelike en leesbare blokletters van ten minste 5 mm in hoogte gemerk word met die naam en adres van die produsent en met die uitdrukking "Ongeklassifiseerde knoffel".

Verbode besonderhede

9. Geen bewoording, illustrasie of ander metode van begripsuitdrukking wat 'n wanvoorstelling behels of wat regstreeks of by implikasie, 'n misleidende indruk kan skep van die inhoud, mag op 'n houer wat knoffel bevat of op 'n etiket daaraan geheg of daarby uitgestal, verskyn nie.

Monsterneming

10. 'n Inspekteur moet 'n aantal houers vir ondersoek op 'n ewekansige wyse onttrek en hom- of haarself tevrede stel dat die houers aldus onttrek, verteenwoordigend van die betrokke besending is. Elke houer wat op so 'n wyse onttrek is, moet afsonderlik ondersoek word.

AANHANGSEL

Tabel 1

GEHALTESPESIFIKASIES

	Gehaltefaktor	Klas 1	Klas 2
1.	Algemene voorkoms	Baie goeie gehalte knoffel bolle moet gesond en heel, ferm, ten volle ontwikkel en ryp wees (nie uitmekaar gebreek, sag, sponsagtig of uitgedroog nie)	Goeie gehalte knoffel bolle moet gesond en ferm, ten volle ontwikkel en ryp wees (nie uitmekaar gebreek, sag, sponsagtig of uitgedroog nie)
2.	Bederf	Nie toelaatbaar nie	Nie toelaatbaar nie
3.	Rypskade en sonbrand	Nie toelaatbaar nie	Nie toelaatbaar nie
4.	Uitwendig sigbare uitloopsels	Nie toelaatbaar nie	Nie toelaatbaar nie
5.	Abnormale uitwendige vog	Nie toelaatbaar nie: Met dien verstande dat vog vanaf natuurlike kondensasie nie as abnormaal beskou sal word nie	Nie toelaatbaar nie: Met dien verstande dat vog vanaf natuurlike kondensasie nie as abnormaal beskou sal word nie
6.	Vreemde reuk en smaak	Nie toelaatbaar nie	Nie toelaatbaar nie
7.	Huisies	Huisies moet kompak en goed gevul wees. Huisies moet vas langs mekaar pas vir ten minste twee derdes van die lengte van individuele huisies	Huisies moet redelik kompak en goed gevul wees. Onvolledige bolle met hoogstens 3 ontbrekende huisies is toelaatbaar. Huisies moet vas langs mekaar pas vir ten minste helfte van die lengte van individuele huisies.
8.	Vreemde materiaal	Bolle moet behoorlik skoongemaak en vry wees van enige teken van grond, sand, organiese materiaal en ander sigbare vreemde materiaal	Bolle moet behoorlik skoongemaak en vry wees van enige teken van grond, sand, organiese materiaal en feitlik vry wees van ander sigbare vreemde materiaal
9.	Vorm	Tipies van kultivar en redelik reëlmatig: Met dien verstande dat effense swelsels toelaatbaar is	Tipies van kultivar: Met dien verstande dat onreëlmatig gevormde bolle toelaatbaar is
10.	Kleur	Kenmerkend van kommersiële tipe: Met dien verstande dat ligte verkleuring beperk tot 10% van boloppervlakte toelaatbaar is	Kenmerkend van kommersiële tipe: Met dien verstande dat ligte verkleuring op minder as een derde van boloppervlakte toelaatbaar is
11.	Skutblare	Bolle moet goed bedek wees. Klein skeurtjies in die skutblare is toelaatbaar: Met dien verstande dat nie meer as 10% van die totale oppervlakte van die bol sigbaar is nie	Bolle moet goed bedek wees. Skeurtjies in die skutblare is toelaatbaar: Met dien verstande dat nie meer as 30% van die totale oppervlakte van die bol sigbaar is nie
12.	Beskadiging deur insekte en organismes	Nie toelaatbaar nie	Nie toelaatbaar nie

13.	Chemiese residue wat die perke ingevolge die Wet op Misstowwe, Veevoedsel, Landboumiddels en Veemiddels, 1947 (Wet no. 36 van 1947) oorskry	Nie toelaatbaar nie	Nie toelaatbaar nie
14.	Beserings: wonde, kneusplekke en letsels	Nie toelaatbaar nie	Geneesde meganiese beserings of effense kneusplekke (van hoogstens 8 mm in lengte en 3 mm in diepte) is toelaatbaar: Met dien verstande dat nie meer as 3 huisies per bol geaffekteer is nie
15.	Dik nekke	Nie toelaatbaar nie	Dik nekke met 'n deursnee van hoogstens een derde van die deursnee van die bol is toelaatbaar
16.	Wasagtige verval	Ligte geel kleur in huisies is toelaatbaar. Amberkleurige deurskynende taai wasagtige huisies is nie toelaatbaar nie	Sagte huisies is nie toelaatbaar nie: Met dien verstande dat tot 3 huisies per bol amberkleurig, deurskynend en wasagtig mag wees
17.	Stele	Netjies en gelyk afgesny tot 'n maksimum lengte van 30 mm vir droë knoffel, 100 mm vir halfdroë knoffel en vars knoffel en 250 mm vir bondels en stringe	Netjies en gelyk afgesny tot 'n maksimum lengte van 30 mm vir droë knoffel, 100 mm vir halfdroë knoffel en vars knoffel en 250 mm vir bondels en stringe
18.	Wortels	Netjies afgesny tot 'n maksimum lengte van 5 mm vir droë knoffel en 10 mm vir halfdroë en vars knoffel	Netjies afgesny tot 'n maksimum lengte van 5 mm vir droë knoffel en 10 mm vir halfdroë en vars knoffel
19.	Enige inwendige of uitwendige gehaltefaktor nie in items 1 tot 18 genoem nie wat die gehalte van die knoffel nadelig kan beïnvloed	Nie toelaatbaar nie	Nie toelaatbaar nie

Tabel 2

TOELAATBARE AFWYKINGS VOLGENS MASSA

Gehaltefaktor	Klas 1	Klas 2
Sigbare uitloopsels	2%	5%
Bederf	2%	5%
Afwydings van vereistes vir houers en verpakkingsvereistes soos voorgeskryf	10%	10%
Afwydings van merkvereistes soos voorgeskryf	Twee houers per besending	Twee houers per besending
Afwydings in hierdie tabel, insluitend ongespesifiseerde inwendige en uitwendige gebreke, gesamentlik: Met dien verstande dat sodanige afwykings individueel binne die gespesifiseerde perke is	10%	10%

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**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 245****21 February 2003**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY:
COLLECTIVE FUND AGREEMENT FOR THE NORTHERN REGION**

I, Membathisi Mphumzi Shepherd, Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 828 of 23 July 1999, R. 378 of 14 April 2000, R. 543 of 2 June 2000 and R. 397 of 5 April 2002, with effect from 3 March 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 245**14 Februarie 2003**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIE VERVAARDIGINGSNYWERHEID:
KOLLEKTIEWE FONDSOOREENKOMS VIR DIE NOORDELIKE STREEK**

Ek, Membathisi Mphumzi Shepherd, Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskenisgewings Nos. R. 828 van 23 Julie 1999, R. 378 van 14 April 2000, R. 543 van 2 Junie 2000 en R. 397 van 5 April 2002 in, met ingang van 3 Maart 2003.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 247**21 February 2003**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION OF COLLECTIVE FUND RE-ENACTING AND AMENDING AGREEMENT FOR THE NORTHERN 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 Clothing Manufacturing 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 3 March 2003, and for the period ending 30 June 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 247**21 Februarie 2003**

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING VAN HERBEKRAKTIGING- EN WYSIGINGS KOLLEKTIEWE FONDSOOREENKOMS VIR DIE NOORDELIKE 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 Klerasievervaardigingsnywerheid 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 3 Maart 2003, en vir die tydperk wat op 30 Junie 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die Ooreenkoms is op aanvraag beskikbaar by die Raad.

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY****COLLECTIVE FUND AMENDING AGREEMENT FOR THE NORTHERN REGION**

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

Transvaal Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

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

being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Clothing Industry (Northern Areas)—

- (a) by all employers who are members of the employers' organisation and are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in the Industry;
- (b) in the Province of the Transvaal, as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

(2) Notwithstanding the provisions of subclause (1)—

- (a) the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in the Council's Main Collective Agreement; and
- (b) the provision of clauses 3, 4 and 5 of this Collective Agreement shall apply in respect of any employee in the Industry for whom no wages are prescribed in the Main Collective Agreement if such employee and his employer have mutually, and with the Bargaining Council, agreed thereto in writing.

(3) For the purposes of subclauses (2) (b), any reference to employees for whom wages are prescribed in the Main Collective Agreement shall be deemed to include employees referred to in that Agreement and any reference to the wage prescribed for an employee shall be deemed to be a reference to such employee's actual wage.

(4) Clauses 1 (1) (a), 2, 3 and 10 of this Agreement shall not apply to employers and employees who are non-members of the employers' organisations.

2. PERIOD OF OPERATION

(1) 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 Act, and shall remain in force until 30 June 2003.

(2) Upon the expiry of this Agreement or any extension thereof and in the event of a subsequent agreement not being negotiated within a period of two years from the expiry of this Agreement or any extension thereof, the Provident Fund established and continued in terms of clause 9 shall be liquidated, as though the employees had left the Industry.

3. SPECIAL PROVISIONS

The provisions of clause 8 of the Agreement published under Government Notice No. R. 828 of 23 July 1999, as amended, extended and renewed by Government Notices Nos. R. 378 of 14 April 2000, R. 543 of 2 June 2000 and R. 397 of 5 April 2002 (hereinafter referred to as the "Former Agreement"), as further renewed, amended and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7, 9 to 16 of the Former Agreement (as further renewed, amended and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

- (1) Delete the definitions of "Clothing Industry Training Fund", "Federation" and "Training Board".
- (2) Substitute the following new definition for the definition of "Council":

"**Council**" means the Northern Chamber (Clothing) of the National Bargaining Council for the Clothing Manufacturing Industry;"

- (3) Insert the following new definition after the definition of "Main Collective Agreement";

"**National Council**" means the National Bargaining Council for the Clothing Manufacturing Industry, registered in terms of the Act;"

6. CLAUSE 4 OF THE FORMER AGREEMENT: COUNCIL FUND

- (1) In subclause (1), substitute the expression "60 cents" for the expression "25c".

- (2) Renumber subclause "(1)" to read "(1) (a)".
- (3) In subclause (1), insert the following new paragraph:
 "(b) An employer, shall, in respect of each contributor from whose wages deductions are made in terms of paragraph (a) above, contribute an amount of 70 cents per week."
- (4) In subclause (2), substitute the expression "together with his contributions in terms of subclause (1) (b) above, and a statement in the form and manner specified by the Council," for the expression "together with an equal amount which shall be contributed by him and a statement in the form of Annexure B".

7. CLAUSE 5 OF THE FORMER AGREEMENT: MEDICAL BENEFIT SOCIETY

- (1) Substitute the following for subclause (2):
 "(2) (a) Every employer shall on the pay day of each pay week deduct from the wages of each of his employees for whom minimum wages are prescribed in the Main Collective Agreement, other than employees referred to in subclause (8) (a) (iii), an amount equal to 1,65% of the prescribed qualified sewing machinist's wage: Provided that no deduction shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fall due.
 (b) The employer shall in the manner set out in paragraph (c) below, pay the amounts so deducted, together with an amount equal to 1,74% in respect of each employee from whose wages deductions were made in terms of paragraph (a) above.
 (c) The total sum representing the employer's contribution and the members' contributions in terms of paragraphs (a) and (b) above, shall be forwarded monthly by the employer to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form and manner specified by the Council, except as provided for in subclauses (15) and (16), with seven days from the end of the week in which the deduction fall due."
- (2) In subclause (8) (a) (iii), substitute the expression "R20,00" for the expression "R17,50".
- (3) In subclause (8) (d) (ii), substitute the expression "4 weeks" for the expression "13 weeks".
- (4) Substitute the following for subclause (8) (d) (iii):
 "(iii) after a period of four weeks' continuous illness, certified by a medical practitioner;"
- (5) In subclause (8) (f), substitute the expression "6 weeks" for the expression "13 weeks".
- (6) Delete subclause (17) and renumber subclauses "(18)", "(19)" and "(20)" to read "(17)", "(18)" and "(19)", respectively.

8. CLAUSE 6 OF THE FORMER AGREEMENT: SLACK PAY FUND

Substitute the following new clause for clause 6:

8. "CLAUSE 6: INDUSTRY PROTECTION FUND

- (1) In terms of section 28 (1) (g) of the Act, read with clause 3.6 and 3.7 of the Council's Constitution, a Fund to protect the fashion industry from further job losses and decline, which shall be known as the Fashion Industry Protection Fund (hereinafter referred to as "the Fund") is hereby established.
- (2) The objects of the Fund shall be to provide financial support to campaigns and programmes engaged in by the parties to the Regional Chamber, which programmes are aimed at protecting the industry in the Northern Chamber of the Council, and jobs within it by improving its competitiveness in the fashion industry.
- (3) The Fund shall commence on 1 July 2001 and shall continue to operate until such date as the Regional Chamber and the parties thereto may decide.
- (4) Every employer shall, each week, deduct from the wages of each of his employees for whom wages are prescribed in this Agreement, an amount of 10 cents: Provided that no deductions shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deduction falls due.
- (5) An employer shall, in respect of each employee from whose wages deductions are made in terms of subclause (4), contribute an equal amount per week.
- (6) The total sum representing the employer's contributions and the employees' contributions shall be forwarded by the employer to the Regional Secretary of the Regional Chamber, within seven days from the end of the week in which the deduction fall due.
- (7) The moneys collected by the Regional Chamber shall be paid monthly by the Regional Chamber into a bank account styled "Fashion Industry Protection Fund" opened by the Regional Chamber for the purpose of receiving these funds and for disbursing them for the purpose for which they are intended.

This account shall be administered by the Regional Chambers.

- (8) The moneys collected shall be used by the Regional Chamber to finance the following bona fide strategies in pursuit of the objects of the Fund as set out in subclause (2)—
 (a) 'Buy Local' campaigns;
 (b) combating customs fraud and illegal imports;
 or for such other strategies as meet the objectives of the Fund.

- (9) During the period of operation of the Fund, should the Southern African Clothing & Textile Workers' Union (SACTWU) and/or the Transvaal Clothing Manufacturers' Association (TCMA) become or wish to become engaged in additional strategies or bona fide activities in pursuit of the objectives of the Fund other than those specified in subclause (8), they may apply in writing to the Regional Chamber for the activities in question to be recognised by the Regional Chamber as an authorised strategy or activity which can be financed in terms of the Fund's provisions. The decision as to whether to recognise the strategy or activity in question shall be at the sole discretion of the Regional Chamber and shall be recorded as a resolution of the Regional Chamber and be subject to approval by the Registrar: Labour.
- (10) The Fund's moneys shall be used to meet all reasonable expenses incurred in pursuit of authorised activities in regard to the strategies referred to above and may not be used for any unauthorised purpose or activity.
- (11) If SACTWU or the TCMA is in doubt about whether contemplated expenditure of the Fund's moneys qualifies as expenditure on an authorised activity, SACTWU or the TCMA, as the case may be, may request confirmation in advance by the Regional Chamber in this regard.
- (12) No moneys of the Fund shall be disbursed by the Regional Chamber until the Fund has been established by this Agreement, and SACTWU, the TCMA and the Regional Chamber have signed a written agreement, acceptable to the Registrar: Labour, to secure compliance with the provisions of the Fund as set out herein.
- (13) Any interest that is earned on Fund moneys at any time shall be used for the benefit of the activities and purposes authorised in terms of the Fund.
- (14) SACTWU and the TCMA shall, annually, by the second month of the Regional Chamber's financial year, provide the Regional Chamber with a financial plan of how the funds will be utilised towards achieving the objectives of the Fund. The plan shall be submitted to the Regional Chamber for approval.
- (15) Expenditure incurred by the parties shall be paid by the Fund against invoices or vouchers submitted to the Regional Secretary of the Regional Chamber, provided he is satisfied that the expenditure—
 - (a) is in terms of the approved plan;
 - (b) is clearly classified by strategy, activity and the nature of the expense; and
 - (c) has been authorised by the Regional Organising Secretary or National Organising Secretary of SACTWU, or the Executive Director of the TCMA.

Should the Regional Secretary of the Regional Chamber deem it necessary, such approved expenditure shall be presented to the Regional Chamber for approval prior to payment.
- (16) Any expenses that have been incurred by SACTWU or the TCMA for unauthorised purposes or activities and which have been paid or disbursed to SACTWU or the TCMA, may be recovered by the Regional Chamber from SACTWU or the TCMA, as the case may be.
- (17) The Regional Secretary of the Regional Chamber shall be obliged to account to the Regional Chamber every two months in relation to income and expenditure of the Fund. This accounting to Regional Chamber shall include, but not be limited to, providing a schedule summarising the expenses incurred on authorised activities in pursuance of the objects of the Fund and in respect of which payment is claimed.
- (18) SACTWU and the TCMA shall be obliged to report back to the Regional Chamber every two months after the establishment of the Fund on the activities undertaken by their organisation in pursuance of the objects of the Fund.
- (19) In the event that there is a disagreement between the parties as to whether any activity or expenditure or proposed activity or expenditure falls within the objects of the Fund, either party may refer a dispute in this regard for conciliation in terms of clause 15.5 of the Council's Constitution and, if it remains unresolved after conciliation, the proposing party may request the Regional Chamber in writing that the dispute be resolved through arbitration in accordance with clause 15.4.2.1.2 of the Council's Constitution.
- (20) Each party to this agreement has a pre-emptive right to require all undertakings or commitments between the parties, not only those referred to in this resolution, to be reduced to writing."

9. CLAUSE 7 OF THE FORMER AGREEMENT: SICK PAY FUND

- (1) Substitute the following for the existing subclauses (2) (a) and (b).
 - "(2) (a) Every employer shall on the pay day of each pay week deduct from the wages of each of his employees for whom minimum wages are prescribed in the Main Agreement an amount equal to 0,29% of the prescribed qualified machinist's wages: Provided that no deduction shall be made from the wages of an employee who has worked less than 20 hours in the week in which the deductions fall due.
 - (b) The employer shall, in the manner set out in paragraph (c) below, pay the amounts so deducted, together with an amount equal to 0.33% in respect of each employee from whose wages deductions were made in terms of paragraph (a) above.
 - (c) The total sum representing the employer's contribution and the members' contributions in terms of paragraphs (a) and (b) above, shall be forwarded monthly by the employer to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form and manner specified by the Council, within seven days from the end of the week in which the deductions fall due."

- (2) Substitute the following new subclause for subclause (7):

"(7) All employees shall be entitled to sick pay from the Sick Pay Account on the following conditions:

- (a) Sick pay shall be paid for periods of absence from work owing to illness. During the first six months of employment, an employee shall be entitled to one day's paid sick leave for every 26 days worked.
- (b) Employees shall be entitled to sick pay for not more than 10 working days in any period of 12 months.
- (c) The Fund shall pay an employee for a day's sick leave the wage the employee would ordinarily have received for work on that day: Provided that where the amount so calculated, exceeds 100% of the minimum wage prescribed for a sewing machinist for the last period of the current Main Agreement of the Council, only such amount shall be paid.
- (d) A member who has been in the employ of the same employer for at least 10 months shall be paid by the Fund an amount equal to 20 days' wages upon going on maternity leave: Provided that where the amount so calculated exceeds the qualified wage prescribed for a sewing machinist, only such amount shall be paid."

10. CLAUSE 7 OF THE FORMER AGREEMENT: HOLIDAY PAY FUND

- (1) In subclause (2), substitute the expression "together with a statement in the form and manner specified by the Council" for the expression "together with a statement in the form of Annexure B to this Agreement."
- (2) In subclause (4), substitute the expression "clause 11" for the expression "clause 12".

11. CLAUSE 9 OF THE FORMER AGREEMENT: PROVIDENT FUND

- (1) Substitute the following new subclause for subclause (5):

- "(5) (a) (i) Every employer shall, on the pay day of each pay week and from the first pay day after the Agreement comes into operation, deduct from the wages of each contributor in his employ, 5,75% of the prescribed wage payable to such contributor, calculated to the nearest cent: Provided that no deduction shall be made from the wages of a contributor who has worked for less than 20 hours in the week in which the deductions fall due.
- (ii) To the aggregate amount deducted under subparagraph (i), every employer shall contribute an amount equal to 6,5% in respect of each employee.
- (iii) The employer shall forward the total mounts deducted under subparagraph (i), together with his own contributions in terms of subparagraph (ii), to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form and manner specified by the Council, within seven days from the date on which the deductions were made."

- (2) In subclause (6) (c), substitute the expression "in the form and manner specified by the Council" for the expression "in the form of Annexure A."

12. CLAUSE 10 OF THE FORMER AGREEMENT: LIABILITY FOR PAYMENT OF CONTRIBUTIONS

- (1) In subclause (1), substitute the expression "clauses 4, 5, 6, 7 and 9" for the expression "clauses 4, 5, 6, 7, 9 and 10" and delete the expression "and the weekly contributions in terms of clause 10".
- (2) In subclause (3), substitute the expressions "in the form and manner specified by the Council" and "clauses 4, 5, 6, 7 and 9" for the expression "clauses 4, 5, 6, 7, 9 and 10" and delete the expression "and the weekly contributions in terms of clause 10".
- (2) In subclause (3), substitute the expressions "in the form and manner specified by the Council" and "clauses 4, 5, 6, 7 and 9" for the expressions "in the form of Annexure C to each employer" and "clauses 4, 5, 6, 7, 9 and 10", respectively.
- (3) In subclause (4) (b), substitute the expression "on a blank form as specified by the Council," for the expression "on the blank Annexure C form".
- (4) In subclause (4) (c), substitute the expression "a blank form as specified by the Council," for the expression "on the detailed annexure C form".
- (5) In subclause (4) (d), substitute the expression "on a blank form specified by the Council," for the expression "on the Annexure C form".

13. CLAUSE 13 OF THE FORMER AGREEMENT: DISPUTE PROCEDURE

- (1) In subclause (4) (a), wherever reference is made to "clause 14 (4) (a) . . .", amend to read "subclause (4) (a) . . .".
- (2) In subclause (4) (a) (i) (ad), substitute the expression "subclause (6) hereof" for the expression "clause 14 (6)".

14. CLAUSE 15 OF THE FORMER AGREEMENT: MONTHLY PAYMENTS OF CONTRIBUTIONS

Substitute the expression "clauses 4 (2), 5 (2), 6 (2), 7 (2), 8 (2), 9 (5), 16 (1) and 16 (2) of this Agreement" for the expression "clauses 4 (2), 5 (2), 6 (3), 7 (2), 8 (2), 9 (5), 10 (2) and 11 of this Agreement".

15. CLAUSE 16 OF THE FORMER AGREEMENT: SACTWU EDUCATION BURSARY SCHEME

Substitute the following new clause for clause 16:

"CLAUSE 16: SACTWU EDUCATION BURSARY SCHEME AND HIV/AIDS PROJECT

- (1) Every employer to whom this Agreement applies shall each week for each employee in his employ contribute an amount of 20 cents to the SACTWU Education Bursary Scheme.
- (2) Every employer to whom this Agreement applies shall also contribute to the SACTWU HIV/AIDS Project an amount of 10 cents per week in respect of each of his employees for whom wages have been specified in the Main Collective Agreement of the Council.
- (3) The total amounts contributed in terms of subclauses (1) and (2) above, shall be submitted to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the contributions fall due.
- (4) The total amounts so collected by the Council shall be forwarded to the SACTWU Finance Department, P.O. Box 18359, Dalbridge, 4014, by no later than the 15th day of the following month, together with an analysis of the amounts as received from employers.

Signed at Cape Town on behalf of the parties, this 17th day of October 2002.

C. JEFTHA

Chairperson of the Council

M. SIDDONS

Vice-Chairperson of the Council

W.A. ROBERTS

Acting General Secretary of the Council

No. R. 248

21 February 2003

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY:
PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE EASTERN 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 Notices Nos. R. 1444 of 10 December 1999 and R. 666 of 30 June 2000, with effect from 3 March 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 248

21 Februarie 2003

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIE VERVAARDIGINGSNYWERHEID:
VOORSORGFONDS KOLLEKTIEWE OOREENKOMS VIR DIE OOS-KAAP STREEK**

Ek, Membathisi Mphumzi Shepherd, Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 1444 van 10 Desember 1999 en R. 666 van 30 Junie 2000 in, met ingang van 3 Maart 2003.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 249

21 February 2003

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION OF PROVIDENT FUND COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE EASTERN 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 Clothing Manufacturing 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 3 March 2003, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 249

21 Februarie 2003

WET OP ARBEIDSVIRHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING VAN VOORSORGFONDS KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE OOS-KAAP 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 Engelse Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid 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 3 Maart 2003, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

NB: 'n Afskrif van die Ooreenkoms in Afrikaans is op aanvraag beskikbaar by die Raad.

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY****PROVIDENT FUND COLLECTIVE AMENDING AGREEMENT FOR THE EASTERN CAPE REGION**

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

Eastern Province Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

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

being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
- (b) within the Magisterial District of—
 - (i) Port Elizabeth, including that portion of Hankey which, prior to the publication of Government Notice No. 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth, including that portion which was transferred by the publication of Government Notice No. 1687 of 5 September 1975 to Uitenhage and excluding that portion of Hankey which was transferred by Government Notice No. 1474 of 24 September 1980 to Port Elizabeth; and
 - (ii) East London, including that portion which was transferred to Mdantsane by Government Notice No. 1481 of 27 August 1971, excluding those portions of the Ciskei which were transferred to East London by Government Notice No. 1877 of 4 September 1981 and Government Notice No. 1079 of 10 June 1988 and including that portion which was transferred to Ciskei by Government Notice No. 2354 of 5 October 1990.

(2) Clauses 1 (1) (a), 2, 3 and 7 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation—

- (1) in respect of the parties to this Agreement, on the date of signature;
- (2) in respect of non-parties, on the date fixed by the Minister of Labour, to be the effective date from which the Agreement shall be extended to become binding on non-parties;

and shall remain in operation for the period ending 30 June 2005.

3. SPECIAL PROVISIONS

The provisions of clause 8 of the Agreement published under Government Notice No. R. 1444 of 10 December 1999 as extended by Government Notice No. R. 666 of 30 June 2000 (hereinafter referred to as the "Former Agreement"), as further re-enacted and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clause 3 to 7 of the Former Agreement (as further renewed and amended from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

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

"**'Council'**, means the Cape Chamber (Eastern Cape sub-chamber) of the National Bargaining Council for the Clothing Manufacturing Industry;"

- (2) Insert the following new definition after the definition of "member" or "member of the Fund":

"**'National Council'**, means the National Bargaining Council for the Clothing Manufacturing Industry, registered in terms of the Act;"

6. CLAUSE 4 OF THE FORMER AGREEMENT: PROVIDENT FUND

- (1) In subclause (5) (a) (i), of the expression "R5,95 per week", substitute the expression "3,6% per week".
- (2) In subclause (5) (a) (ii), for the expression "R5,47 per week", substitute the expression "3,8% per week".
- (3) Substitute the following for subclause 5 (b):

"(b) Every employer shall on each pay day contribute for each of his employees who are members of the Fund, the following amount in accordance with paragraph (a):

- (i) All employees who are earning an amount equal to or more than the weekly wage of a qualified machinist—4,79% per week;
- (ii) all employees who are earning an amount less than the weekly wage of a qualified machinist—4,99% per week."

- (4) Delete subclauses "5 (bA)" and "5 (bB)".

- (5) Add the following proviso to the end of subclause 6 (b):

"Provided that where an employee has been certified as being terminally ill by a registered medical practitioner, the disability benefit shall become immediately due and payable."

7. CLAUSE 8 OF THE FORMER AGREEMENT: DISPUTES ABOUT THE INTERPRETATION APPLICATION AND ENFORCEMENT OF THIS AGREEMENT

Substitute the following for clause 8:

"Any dispute concerning the interpretation and/or application of this Agreement shall be determined by arbitration or otherwise if so required, by the dispute resolution provisions of the 2002 Constitution of the National Bargaining Council for the Clothing Manufacturing Industry."

Signed at Cape Town this 17th day of October 2002.

C. JEFTHA

Chairperson of the Council

M. SIDDONS

Vice-Chairperson of the Council

W. A. ROBERTS

Acting General Secretary of the Council

No. R. 250

21 February 2003

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: COLLECTIVE MAIN AGREEMENT FOR THE FREE STATE AND NORTHERN 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 Notices Nos. R. 356 of 28 March 2002 and R. 691 of 17 May 2002, with effect from 3 March 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 250

21 Februarie 2003

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: KOLLEKTIEWE HOOFDOOREENKOMS VIR VRYSTAAT EN NOORD-KAAP STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskenigewings Nos. R. 356 van 28 Maart 2002 en R. 691 van 17 Mei 2002 in, met ingang van 3 Maart 2003.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 251

21 February 2003

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE FREE STATE AND NORTHERN 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 Clothing Manufacturing 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 3 March 2003, and for the period ending 30 June 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 251

21 Februarie 2003

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING VAN HOOF KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE VYRSTAAT EN NOORD-KAAP 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 Engelse Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid 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 3 Maart 2003, en vir die tydperk wat op 30 Junie 2003 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n afskrif van die Ooreenkoms in Afrikaans is op aanvraag beskikbaar by die Raad.

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY****MAIN COLLECTIVE AMENDING AGREEMENT FOR THE FREE STATE AND NORTHERN CAPE REGION**

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

Free State and Northern Cape Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

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

being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION

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

- (a) by all employers who are members of the employers' organisation and are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in the Industry;
- (b) in the Magisterial Districts of Bloemfontein, Frankfort, Kimberley, Kroonstad, Parys and Vredefort.

(2) Clauses 1 (1) (a), 2 and 3 of this Collective Agreement shall not apply to employers and employees who are non-members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force until 30 June 2003.

3. SPECIAL PROVISIONS

The provisions of clause, 5, 19B, 23A and C, 34 (3), (4) and 5 (b) and (d) of the Agreement published under Government Notice No. R. 356 of 28 March 2002 as extended by Government Notice No. R. 691 of 17 May 2002 (Hereinafter referred to as the "Former Agreement"), as further extended, amended and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clause 3 to 4, 6 to 19A, 20 to 22, 23B and D, 24 to 34 (2) (b), 34 (5) (a), (c) and (e) and 34 (6) and (7) of the Former Agreement (as further extended, amended and renewed from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

(1) Substitute the following definition for the definition of "Council":

" 'Council', means the Northern Chamber (Free State and Northern Cape Region) of the National Bargaining Council for the Clothing Manufacturing Industry;"

(2) In the definition of "experience", substitute the expression "trainee" for the expression "learner".

(3) Insert the following new definition after the definition of "motor vehicle driver":

" 'National Council', means the National Bargaining Council for the Clothing Manufacturing Industry, registered in terms of the Act;"

6. CLAUSE 4 OF THE FORMER AGREEMENT: REMUNERATION

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

- (1) Subject to subclause (2), (3) and (4) of this clause, the minimum weekly wage to be paid by an employer to each employee of the undermentioned classes shall be as set out hereunder: Provided that if an employee performs work in more than one category, he shall be classified in the grade for which the highest wage is prescribed.

Description of occupation	Qualified	Eighth half year	Seventh half year	Sixth half year	Fifth half year	Fourth half year	Third half year	Second half year	First half year
	R	R	R	R	R	R	R	R	R
A. ALL AREAS									
(i) (a) Foreman.....	1 279,00								
(b) Supervisor/Quality controller.....	523,00	Q	Q	Q	Q	Q	Q	429,00	359,00
(c) Cloakroom supervisor/Watchman.....	364,00								
(d) Mechanic.....	1 200,50								
(e) Unqualified mechanic.....	447,00								
(f) Watchman.....	364,00								
(g) Labourer.....	285,50								
(h) Boiler attendant.....	313,50								
(ii) Pattern grader.....	667,50	624,50	573,00	521,00	469,00	418,50	365,50	314,00	262,50
(iii) Marker-in.....	523,00	489,50	458,00	425,00	392,50	360,00	328,00	294,50	262,50
(iv) Shaper & chopper-out, other than an interlining and/or trimming chopper-out.....	419,50	Q	Q	391,00	362,50	334,00	306,00	277,50	249,00
(v) Checker, examiner and/or passer.....	364,00	Q	Q	Q	Q	334,50	306,50	277,50	249,00
(vi) (a) invoice clerk.....	523,00	Q	Q	Q	Q	Q	Q	Q	377,00
(b) Despatch clerk, factory clerk, and/or store clerk.....	383,00	Q	Q	Q	Q	Q	Q	329,00	275,00
(vii) Sewing machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:.....	413,00	Q	Q	385,50	357,50	330,50	303,00	276,50	249,00
(viii) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer/trailers drawn by such vehicle—									
(a) does not exceed 2 722 kg.....	452,00								
(b) exceeds 2 722 kg.....	524,00								
(ix) Part-time driver of a motor vehicle.....	410,50								
(x) Knitting machine operator.....	538,00	Q	Q	490,00	441,50	393,00	345,00	297,00	249,00
(xi) Maintenance hand.....	308,00	Q	Q	Q	296,50	284,00	272,00	261,00	249,00
B. IN THE MAGISTERIAL DISTRICTS OF BLOEMFONTEIN, KIMBERLEY AND KROONSTAD:									
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scribe and screen printer.....	364,00	Q	Q	344,50	325,50	306,50	287,50	268,00	249,00

Description of occupation	Qualified	Eighth half year	Seventh half year	Sixth half year	Fifth half year	Fourth half year	Third half year	Second half year	First half year
	R	R	R	R	R	R	R	R	R
Set leader and/or team leader	387,50								
(ii) General worker/pleater	275,00	Q	Q	Q	Q	Q	Q	262,00	249,00
(iii) Despatch packer and layer-up	285,00	Q	Q	Q	Q	Q	Q	266,50	249,00
(iv) Plain sewer	297,00	Q	Q	Q	Q	Q	Q	Q	249,00
(v) Sample machinist	414,00								
C. IN THE MAGISTERIAL DISTRICTS OF FRANKFORT, PARYS AND VREDEFORT:									
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scribe and screen printer	328,00	Q	Q	311,00	294,50	277,50	261,00	243,50	227,00
Set leader and/or team leader	349,50								
(ii) General worker/pleater	255,00	Q	Q	Q	Q	Q	Q	241,00	227,00
(iii) Despatch packer	268,00	Q	Q	Q	Q	Q	Q	247,50	227,00
(iv) Layer-up	263,00	Q	Q	Q	Q	Q	Q	245,00	227,00
(v) Plain sewer	271,00	Q	Q	Q	Q	Q	Q	Q	227,00
(vi) Sample machinist	373,00								

7. CLAUSE 13 OF THE FORMER AGREEMENT: PAID HOLIDAYS AND ANNUAL LEAVE

- (1) Add the following proviso at the end of subclause (4) (b):

"Provided further that if an employee has to work on any public holiday, such employee shall be remunerated at time and a half the ordinary hourly rate for the time so worked, in addition to the entitlement of the day's pay."

8. CLAUSE 20 OF THE FORMER AGREEMENT: COUNCIL FUNDS

- (1) In subclause (1), substitute the expression "60 cents" for the expression "40c".

- (2) Renumber subclause "(1)" to read "(1) (a)".

- (3) In subclause (1), insert the following new paragraph:

"(b) An employer shall, in respect to each contributor from whose wages deductions are made in terms of paragraph (a) above, contribute an amount of 70 cents per week."

- (4) In subclause (2) (a), for the expression "together with an equal amount to be contributed by him" substitute the expression "together with his contributions in terms of subclause (1) (b) above,".

9. CLAUSE 21 OF THE FORMER AGREEMENT: MEDICAL BENEFIT SOCIETY

- (1) In subclause (2), substitute the expression "R4,30" for the expression "R4,00".

- (2) In subclause (3), substitute the expression "R6,20" for the expression "R5,60".

10. CLAUSE 23 OF THE FORMER AGREEMENT: TRADE UNION LABOUR

Insert the following new paragraph "E":

"E: SACTWU HIV/AIDS PROJECT

- (1) There is hereby established an HIV/AIDS Project, known as the SACTWU HIV/AIDS Project.
- (2) Every employer to whom this Agreement applies shall each week for each employee in his employ contribute an amount of 10 cents to the SACTWU HIV/AIDS Project. The amount shall be submitted to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within seven days of the end of the week in which the contribution fall due.
- (3) The total amount so collected by the Council shall be transferred to the SACTWU Finance Department, P.O. Box 18359, Dalbridge, 4014, on a quarterly basis".

11. CLAUSE 35 OF THE FORMER AGREEMENT: INDUSTRY PROTECTION FUND

Insert the following new clause:

"CLAUSE 35: INDUSTRY PROTECTION FUND

- (1) In terms of section 28 (1) (g) of the Act, read with clause 3.6 and 3.7 of the Council's Constitution, a Fund to protect the fashion industry from further job losses and decline, which shall be known as the Fashion Industry Protection Fund (hereinafter referred to as "the Fund") is hereby established.
- (2) The objects of the Fund shall be to provide financial support to campaigns and programmes engaged in by the parties to the Regional Chamber, which programmes are aimed at protecting the industry in the Northern Chamber of the Council, and jobs within it by improving its competitiveness in the fashion industry.
- (3) The Fund shall commence on 1 July 2001 and shall continue to operate until such date as the Regional Chamber and the parties thereto may decide.
- (4) Every employer shall, each week, deduct from the wages of each of this employees for whom wages are prescribed in this Agreement, and amount of 10 cents: Provided that no deductions shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deduction falls due.
- (5) An employer shall, in respect of each employee from whose wages deductions are made in terms of subclause (4), contribute an equal amount per week.
- (6) The total sum representing the employer's contributions and the employees' contributions shall be forwarded by the employer to the Regional Secretary of the Regional Chamber, within seven days from the end of the week in which the deductions fall due.
- (7) The moneys collected by the Regional Chamber shall be paid monthly by the Regional Chamber into a bank account styled "Fashion Industry Protection Fund" opened by the Regional Chamber for the purpose of receiving these funds and for disbursing them for the purpose for which they are intended.
This account shall be administered by the Regional Chamber.
- (8) The moneys so collected shall be used by the Regional Chamber to finance the following *bona fide* strategies in pursuit of the objects of the Fund as set out in subclause (2):
- (a) 'Buy Local' campaigns;
- (b) combating customs fraud and illegal imports;
- or for such other strategies as meet the objectives of the Fund.

- (9) During the period of operation of the Fund, should the Southern African Clothing & Textile Workers' Union (SACTWU) and/or the Transvaal Clothing Manufacturers' Association (TCMA) become or wish to become engaged in additional strategies or bona fide activities in pursuit of the objectives of the Fund other than those specified in subclause (8), they may apply in writing to the Regional Chamber for the activities in question to be recognised by the Regional Chamber as an authorised strategy or activity which can be financed in terms of the Fund's provisions. The decision as to whether to recognise the strategy or activity in question shall be at the sole discretion of the Regional Chamber and shall be recorded as a resolution of the Regional Chamber and be subject to approval by the Registrar: Labour.
- (10) The Fund's moneys shall be used to meet all reasonable expenses incurred in pursuit of the authorised activities in regard to the strategies referred to above and may not be used for any unauthorised purpose or activity.
- (11) If SACTWU or the TCMA is in doubt about whether contemplated expenditure of the Fund's moneys qualifies as expenditure on an authorised activity, SACTWU or the TCMA, as the case may be, may request confirmation in advance by the Regional Chamber in this regard.
- (12) No moneys of the Fund shall be disbursed by the Regional Chamber until the Fund has been established by this Agreement and SACTWU, the TCMA and the Regional Chamber have signed a written agreement, acceptable to the Registrar: Labour, to secure compliance with the provisions of the Fund as set out herein.
- (13) Any interest that is earned on Fund moneys at any time shall be used for the benefit of the activities and purposes authorised in terms of the Fund.
- (14) SACTWU and the TCMA shall, annually, by the second month of the Regional Chamber's financial year, provide the Regional Chamber with a financial plan of how the funds will be utilised towards achieving the objectives of the Fund. The plan shall be submitted to the Regional Chamber for approval.
- (15) Expenditure incurred by the Parties will be paid by the Fund against invoices or vouchers submitted to the Regional Secretary of the Regional Chamber, provided he is satisfied that the expenditure—
- (a) is in terms of the approved plan;
 - (b) is clearly classified by strategy, activity and the nature of the expense; and
 - (c) has been authorised by the Regional Organising Secretary or National Organising Secretary of SACTWU, or the Executive Director of the TCMA.
- Should the Regional Secretary of the Regional Chamber deem it necessary, such approved expenditure shall be presented to the Regional Chamber for approval prior to payment.
- (16) Any expenses that have been incurred by SACTWU or the TCMA for unauthorised purposes or activities and for which SACTWU or the TCMA, have been paid or reimbursed, may be recovered by the Regional Chamber from SACTWU or the TCMA, as the case may be.
- (17) The Regional Secretary of the Regional Chamber shall be obliged to account to the Regional Chamber every two months in relation to income and expenditure of the Fund. This accounting to Regional Chamber shall include, but not be limited to, providing a schedule summarising the expenses incurred on authorised activities in pursuance of the objects of the Fund and in respect of which payment is claimed.
- (18) SACTWU and the TCMA shall be obliged to report back to the Regional Chamber every two months after the establishment of the Fund on the activities undertaken by their organisation in pursuance of the objects of the Fund.
- (19) In the event that there is a disagreement between the parties as to whether any activity or expenditure or proposed activity or expenditure falls within the objects of the Fund, either party may refer a dispute in this regard of conciliation in terms of clause 15.5 of the Council's Constitution and, if it remains unresolved after conciliation, the proposing party may request the Regional Chamber in writing that the dispute be resolved through arbitration in accordance with clause 15.4.2.1.2 of the Council's Constitution.
- (20) Each party to this agreement has a pre-emptive right to require all undertakings or commitments between the parties, not only those referred to in this resolution, to be reduced to writing.

Signed at Cape Town on behalf of the parties, this 17th day of October 2002.

C. JEFTHA

Chairperson of the Council

M. SIDDONS

Vice-Chairperson of the Council

W. A. ROBERTS

Acting General Secretary of the Council

No. R. 252

21 February 2003

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO: MAIN COLLECTIVE AGREEMENT

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 697 of 31 May 2002, R. 1086 of 23 August 2002, R. 1479 of 29 November 2002 and R. 162 of 31 January 2003, with effect from 28 February 2003.

M. M. S. MDLADLANA

Minister of Labour

No. R. 252

21 Februarie 2003

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

MOTORNYPWERHEIDSBEDINGINGSRAAD— MIBCO: HOOF KOLLEKTIEWE OOREENKOMS

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 697 van 31 Mei 2002, R. 1086 van 23 Augustus 2002, R. 1479 van 29 November 2002 en R. 162 van 31 Januarie 2003 in, met ingang van 28 Februarie 2003.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 253

21 February 2003

LABOUR RELATIONS ACT, 1995

MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO: EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Motor Industry 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 28 February 2003, and for the period ending 31 August 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 253

21 Februarie 2003

WET OP ARBEIDSVERHOUDINGE, 1995

MOTORNYPWERHEIDSBEDINGINGSRAAD—MIBCO: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS 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 hierby verskyn en wat in die Motornypwerheid 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 28 Februarie 2003, en vir die tydperk wat op 31 Augustus 2004 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

MOTOR INDUSTRY BARGAINING COUNCIL—MIBCO

COLLECTIVE AGREEMENT

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

Retail Motor Industry Organisation—RMI

and the

Fuel Retailers' Association of Southern Africa

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

National Union of Metalworkers of South Africa

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

being parties to the Motor Industry Bargaining Council—MIBCO.

PREAMBLE**1. 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 operation for the period ending 31 August 2004.

2. MINIMUM TERMS AND CONDITIONS

Unless stated otherwise in this Agreement, it is agreed that where a particular sector has negotiated actual and/or guarantee wage increases or any other conditions of employment, then there can be no plant level negotiations on those employment conditions or wages negotiated nationally.

3. SPECIAL PROVISIONS

The provisions of clauses 17 (1) (b), 17 (1) (c) and 17 (4) of Division A; clause 1 (3) of Division B; clause 4 (7) of Chapter II of Division C; clause 4 (6) of Chapter III of Division C; the proviso to clause 1 of Divisions D and clause 3 (4) of Division D of the Agreement published under Government Notice No. R. 697 of 31 May 2002, as extended by Government Notices Nos. R. 1986 of 23 August 2002, R. 1479 of 29 November 2002 and R. 162 of 31 January 2003 (hereinafter referred to as the "Former Agreement"), as further amended, re-enacted and extended from time to time, shall apply to employer and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 2 to 17 (1) (a), clauses 17 (2) and (3) and clauses 18 to 39 of Division A; clauses 1 (1) to 1 (2) (b), 1 (4) to 12 of Division B; clauses 1 to 4 of Chapter I; clauses 1 to 4 (6) and clause 4 (8) of Chapter II; clauses 1 to 4 (5), clause 4 (7) to 4 (9) and the Schedule to Chapter III; Chapters IV and V of Division C; the introduction to clause 1, clauses 2 to 3 (3), items 1 to 4 and clauses 4 to 6 of Division D of the Former Agreement (as further amended, re-enacted and extended from time to time), shall apply to employers and employees.

5. PEACE CLAUSE

The parties agree not to embark on and/or participate in any form of industrial action as a result of any dispute on any wage and/or salary adjustments and other conditions of employment relating to any sector or Chapter in this Agreement: Provided that an employer has implemented the wage and/or salary adjustments and other agreed conditions of employment matters on or before promulgation. Participation in any form of industrial action after promulgation of wage and/or salary adjustments and agreed conditions of employment shall be unprotected.

DIVISION A**1. CLAUSE 1: SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed in the Motor Industry—
 - (a) throughout the Republic of South Africa as it existed prior to the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);
 - (b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply to—
 - (a) apprentices only in so far as such provisions are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act, No. 97 of 1998; and
 - (b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as such provisions are not inconsistent with the provisions of or any conditions fixed under that Act.
- (3) (a) The provisions of this Agreement on ordinary hours of work, overtime and Sunday work as set out in the Schedule to this subclause, shall not apply to managers and foremen who receive not less than—
 - (i) R1 634,00 per week if employed in any of the A Areas;
 - (ii) R1 388,00 per week if employed in any Other Area.

SCHEDULE

Division A—Clause 18—Hours of work
 Clause 19—Overtime
 Clause 21—Sunday work.

(b) Employees earning in excess of R1 634,00 per week if employed in any of the A Area or R1 388,00 per week in Other Areas shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

(4) Clauses 1, 3 and 5 of the Preamble and clause 1 (1) (b) of Division A of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and the trade union, respectively.

2. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

(1) Substitute the following for the definition of "automotive engineering establishment":

"**automotive engineering establishment**" means an establishment or clearly defined part of an establishment in which the main exclusive activity is automotive engineering, including remachining;"

(2) Insert the following definitions between the definitions of "repetition work" and "senior managerial employee":

"**Sector 1**" means manufacturing establishment, i.e., vehicle body builders; trailers and caravan manufacturers and warranty repairs; vehicle components and accessories; fibreglass component manufacturers, repairs and sales;

"**Sector 2**" means remanufacturing (production) establishment, i.e., component remanufacturers; brake, clutch and radiator remanufacturers; drive-train remanufacturers; and steering remanufacturers;

"**Sector 3**" means reconditioning establishments, i.e., automotive engineers; fuel injection/diesel pumps; gearbox/transmission; turbochargers; and springsmiths;

"**Sector 4**" means service and repair establishments, i.e., motor cycle sales and repairers; battery sales and repairers; tyre sales, repairs and wheel alignment; tyre retreaders; exhaust, towbar and shock absorber fitters; radio, alarms and immobilizer fitters; sun roof fitters; airconditioning fitters; body repairers; upholsterer and motor trimmers, auto electrical repairers; auto valet and steam cleaners; propshafts and CV joints repairers; motor plastic component repairers, glass fitters; carburettor sales and repairers; drive-train fitters and repairers; steering fitters and repairers; motor vehicle, bus, truck and tractor repairers;

"**Sector 5**" means fuel dealers, service stations and related establishments;

"**Sector 6**" means dealers sales and distribution establishments, i.e., used motor vehicle, bus, truck and tractor sales and repairers; franchised motor vehicle, bus, truck, tractors and parts sales and repairers; caravan sales and repairers; and agricultural equipment sales and repairers;

"**Sector 7**" means automotive parts, accessories, equipment and tools establishments, i.e., motor parts, accessories, equipment and tools; auto-breakers and used parts dealer establishments;"

3. CLAUSE 8 OF THE FORMER AGREEMENT: TRAVELLING ALLOWANCE

(1) In subclause (1) (e), substitute the expression "R65,00" for the expression "R50".

4. CLAUSE 9 OF THE FORMER AGREEMENT: SPECIAL PROVISIONS TO WATCHMEN

(1) In subclause (3), substitute the expression "R364,94" for the expression "R334,80".

5. CLAUSE 12 OF THE FORMER AGREEMENT: ADDITIONAL HOLIDAY PAY FOR APPRENTICES

(1) In subclause (1) (a), substitute the expressions "R12,57", "R12,57", "R18,14" and "R20,92" for the expressions "R11,51", "R16,61" and "R19,16", respectively.

(2) In subclause (1) (b), substitute the expressions "R12,57", "R15,35", "R18,14" and "R20,92" for the expressions "R11,51", "R14,06", "R16,61" and "R19,16", respectively.

6. CLAUSE 16 OF THE FORMER AGREEMENT: DAMAGE TO VEHICLES OR PROPERTY

(1) At the end of subclause (2), delete the words "Provided further that in the event of the employee having been found guilty of wilful damage and/or gross negligence to property and the excess amount or damages having been recovered, the employee shall not be subjected to any further disciplinary measures."

7. CLAUSE 17 OF THE FORMER AGREEMENT: PUBLIC HOLIDAYS

(1) Delete subclause (1) (b) of clause.

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

"(5) Whenever an employee works on a statutory public holiday in respect of which he is entitled to leave on full pay in terms of subclause (1), his employer shall pay him double his hourly rate for each hour or part of an hour worked on such day."

- (3) Insert the following new subclause (5):

"(5) An employer may exchange a public holiday for another day by agreement with an employee without incurring a penalty."

8. CLAUSE 18 OF THE FORMER AGREEMENT: HOURS OF WORK

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

"(b) Workshop employees shall not be required to work their ordinary weekly hours over more than six days in any week, nor shall other employees be required to work their ordinary weekly hours over more than six days in any week."

- (2) Substitute the following for subclause (4) (a):

"(a) The ordinary hours of work of workshop employees shall be contained between the hours of 06:00 and 23:00, subject to the provisions relating to the payment of shift allowances."

- (3) Substitute the following for subclause (4) (e):

"(e) Employees may, subject to their consent, work more than two Sundays per month."

- (4) Insert the following new subclause (4) (i):

"(i) Employees may, subject to their consent, and subclause (2) (b) hereof, work flexible working hours over seven days a week and for hours beyond 08:00 to 17:00."

9. CLAUSE 21 OF THE FORMER AGREEMENT: SUNDAY WORK

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

"(1) **The right to work on Sundays:** For all employees Sundays shall be regarded as normal working days."

- (2) Substitute the following for subclause (2) (a):

"(2) **Pay for Sunday work:**

- (a) Whenever any employee other than a forecourt attendant, a general worker and an employee in a vulcanising establishment works on a Sunday, his employer shall pay him at the rate of double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer shall pay the employee one and one-half times the employee's wage for each hour worked."

- (3) Substitute the following for subclause (2) (b):

"(2) (b) When any general worker, forecourt attendant or employee in a vulcanising establishment works his normal shift on any Sunday, his employer shall pay him not less than one and one-third his ordinary hourly wage in respect of each hour or part of an hour thereof and double his ordinary hourly wage for each hour or part of an hour thereafter but such general worker, forecourt attendant or employee in a vulcanising establishment shall not be entitled to a day's holiday in respect of such Sunday shift."

- (4) Delete subclause (2) (c) (i), (ii) and (iii).

10. CLAUSE 22 OF THE FORMER AGREEMENT: SHORT TIME

- (1) Insert the following new subclause (4) and renumber the existing subclauses (4), (5) and (6) to read (5), (6) and (7), respectively:

"(4) Payment for public holidays during short time shall be at short-time rates provided four calendar days notice has been given to the employees."

10. CLAUSE 23 OF THE FORMER AGREEMENT: STANDBY AND CALL-OUT ALLOWANCE

- (1) In subclause (1) (b), substitute the expression "R55,00" for the expression "R50".
 (2) In subclause (2) (a), substitute the expression "R60,00" for the expression "R55".

12. CLAUSE 25 OF THE FORMER AGREEMENT: SUPPLY OF TOOLS

- (1) In subclause (5), substitute the expression "R15,00" for the expression "R12,00".

13. CLAUSE 26 OF THE FORMER AGREEMENT: ANNUAL LEAVE AND ACCRUED LEAVE PAY

- (1) In subclause (2) (b), substitute the expression "8" for the expression "10".

14. CLAUSE 27 OF THE FORMER AGREEMENT: ADDITIONAL HOLIDAY PAY

- (1) In subclause (1) (a), substitute the expressions "R33,50" and "R37,22" for the expressions "R30,68" and "R34,08", respectively.

- (2) In subclause (1) (b), substitute the expression "R37,22" for the expression "R34,08".

- (3) Substitute the following for subclause (10) (b):

"(10) (b) The amount of the holiday bonus referred in paragraph (a) of this subclause shall be two week's wages, with a maximum payment of R1 935,00 per annum."

15. CLAUSE 33 OF THE FORMER AGREEMENT: PAYMENT OF EARNINGS

- (1) Amend the Note after subclause (5) to read as follows:

"[Note: For the provisions applicable to Sector 6 (dealers sales and distribution establishments) and Sector 7 (automotive parts, accessories, equipment and tools establishments) in respect of this subclause refer to clause 5 of Division D of this Agreement.]"

- (2) Insert the following new subclause (11), and renumber subclauses (11) and (12) to read subclauses (12) and (13):

"(11) No deductions or set-off of any description shall be made from the earnings that an employee would normally be entitled to receive other than the following:

- (a) Holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council, and where an employee through negotiations between himself and his employer agrees on the amount to be paid by the employee to accept board and/or lodging from his employer;
- (b) tea, sports or similar clubs;
- (c) purchases by employees from their employers:

Provided that in the case of Division B employees who are in receipt of remuneration, excluding commission on sales, in excess of R84 968 per annum in Area A and R72 176 in other areas, the deductions enumerated in paragraphs (a) and (b), together with other similar deductions, may be made only subject to the written consent of the employee: Provided further that such deductions are not in conflict with any contract on commission work that exists between the employer and employee;

- (d) deductions in terms of damage to vehicles or property in terms of clause 16 of Division A of this Agreement: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings;
- (e) deductions or set-off upon termination of employment from all moneys owing to an employee except pension and/or provident funds in respect of loans in terms of a signed acknowledgement of debt:

Provided further that it would not be necessary to obtain the Regional Council or the Council's consent for deductions other than those enumerated above, if—

- (i) deductions otherwise comply with this clause;
- (ii) the employee signs a standard Council acknowledgement of debt;
- (iii) the amount of the deduction is limited to 30% of the earnings, excluding statutory deductions; and
- (iv) a copy of the acknowledgement of debt is given to the employee."

16. Insert the following new clause 40:

"CLAUSE 40 OF THE FORMER AGREEMENT: EXEMPTIONS

- (1) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:

- (a) The alternative fund shall be a properly structured pension/provident/retirement fund registered in terms of the Pension Act.
- (b) Application for exemption submitted by an employer on behalf of its employees to be exempted from the Industry's retirement funds shall be made on an official company letterhead and shall be signed by the employer or its duly authorised representative.
- (c) Application for exemption submitted by a group of employees to be exempted from the Industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorised representative.
- (d) The contributions to the alternative fund by both employer and employee shall be at least equivalent to that required by the Industry's funds.
- (e) The waiting period for membership to the alternative fund(s) may not be longer than six months.
- (f) All new alternative funds' benefits shall be collectively better than those of the Industry's funds and the benefits of all existing funds which at present enjoy exemption shall be equal to or better than those of the Industry's funds.
- (g) Membership of an alternative fund that complies with these criteria shall be compulsory when exemption is granted from membership of the Industry funds.
- (h) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the management of retirement funds, who shall observe the provisions of this clause and who shall make a final and binding ruling.

- (2) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted an exemption licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in subclause (1) of this clause."

DIVISION B**1. CLAUSE 3 OF THE FORMER AGREEMENT: WAGES**

- (1) Substitute the following for the Wage Schedule prescribed in subclause (1) of clause 3:

"WAGE SCHEDULE: SECTORS 1, 2, 3, 4, 5 AND 7"

Class of employee	Minimum wages			
	A Areas		Other Areas	
	Per week	Per month	Per week	Per month
	R	R	R	R
(a) Office, stores, sales and clerical employee—				
during first year of experience.....	385,20	1 669,20	339,51	1 471,21
during second year of experience.....	439,52	1 904,60	385,33	1 669,76
during third year of experience.....	506,19	2 193,50	444,76	1 927,29
thereafter.....	587,68	2 546,60	512,05	2 218,89
(b) Motor vehicle salesperson—				
during first year of experience.....	464,77	2 014,00	405,37	1 756,60
thereafter.....	599,31	2 597,00	516,24	2 237,05
(c) Bookkeeper.....	755,58	3 274,20	664,46	2 879,31
(d) Accountant.....	1 285,37	5 569,95	1 128,35	4 889,50
(e) Parts salesperson:				
during first year of experience.....	486,44	2 107,90	427,90	1 854,23
thereafter.....	595,08	2 578,70	517,31	2 241,68

Class of employee	All Areas	
	Per week	Per month
(f) Traveller—		
during first year of experience.....	486,44	2 107,90
thereafter.....	595,08	2 578,70
(g) Supply salesperson—		
during first year of experience.....	486,44	2 107,90
during second year of experience.....	557,31	2 415,00
during third year of experience.....	624,59	2 706,55
thereafter.....	670,29	2 904,60
(h) Part-time employees.....	*	*

- * One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

[Note: For minimum prescribed wages in respect of Sector 6 please refer to clause 3 (2) of Division D of this Agreement].

2. CLAUSE 4 OF THE FORMER AGREEMENT: ORDINARY HOURS OF WORK

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

"(iii) subject to the provisions of subclause (1) (a) (i) and (ii) of this clause, an employee's ordinary hours of work shall terminate not later than 20:00 on any day and subject to the provisions of subclause (2) (a) of this clause, shall be continuous;"

- (2) Insert the following new subclause (1) (a) (iv):

"(iv) employees may, subject to their consent and subclause (2) (b) hereof, work flexible working hours over seven days a week and for hours beyond 08:00 to 17:00."

3. CLAUSE 6: SUNDAY WORK

- (1) Substitute the following for subsection (1):

"(1) **The right to work on Sundays:**

- (a) For all employees Sundays shall be regarded as normal working days.

(b) Employees may, subject to their consent, work more than two Sundays per month.”.

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

“(3) **Pay for Sunday work:**

The employer of an employee who works on a Sunday shall pay him a the rate of double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer shall pay the employee one and one-half times the employee's wage for each hour worked.”.

4. CLAUSE 7 OF THE FORMER AGREEMENT: STANDBY AND CALL-OUT ALLOWANCES

(1) In subclause (1) (b), substitute the expression “R55,00” for the expression “R50”.

(2) In subclause (2) (a), substitute the expression “R60,00” for the expression “R55”.

5. CLAUSE 8 OF THE FORMER AGREEMENT: ANNUAL LEAVE

(1) In subclause (2) (b), substitute the expression “8” for the expression “10”.

(2) In subclause (13) (b), substitute the expression “R1 935,00” for the expression “R1 773,00”.

DIVISION C

CHAPTER I

1. CLAUSE 3 OF THE FORMER AGREEMENT: WAGES

(1) Substitute the following Wage Schedule prescribed in subclause (1) of clause 3:

“WAGE SCHEDULE: SECTORS 4, 5, AND 7

Class of employee	Minimum wages			
	A Areas		Other Areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
Grade 1				
Forecourt attendant	228,15	5,07	184,95	4,11
Char	283,50	6,30	238,05	5,29
Grade 2	400,95	8,91	316,80	7,04
Grade 3	433,35	9,63	391,95	8,71
Grade 4	472,95	10,51	428,40	9,52
Grade 5	527,85	11,73	476,55	10,59
Grade 6	634,95	14,11	573,30	12,74

Class of employee	All Areas	
	Per week	Per hour
	R	R
Grade 7	804,60	17,88
Grade 8	919,80	20,44
Watchman	364,93	(No hourly rate)

APPRENTICE WAGES

Class of employee	All Areas	
	Per week	Per hour
	R	R
APPRENTICES		
Three-year trades		
First year	387,45	8,61
Second year	480,15	10,67
Third year	589,95	13,11
Four-year trades		
First year	387,45	8,61
Second year	424,80	9,44
Third year	480,15	10,67
Fourth	589,95	13,11
Competency-based modular training		
Level 1	369,00	8,20
Level 2	460,80	10,24
Level 3	553,50	12,30
Level 4	645,30	14,34

[Note: For the minimum prescribed wages for Sector 6 please refer to clause 3 (2) of Division D of this Agreement].

DIVISION C

CHAPTER II

1. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

(1) Substitute the following for the Wage Schedule prescribed in subclause (2):

“SCHEDULE

PART A: MISCELLANEOUS

MINIMUM WAGES

Class of employee	Wages per week (All Areas)
Grade 1	R283,50 (R6,30 per hour)
Grade 2	R400,95 (R8,91 per hour)
Grade 3	R433,35 (R9,63 per hour)
Grade 5	R527,85 (R11,73 per hour)
Grade 6	R634,95 (R14,11 per hour)
Grade 7	R804,60 (R17,88 per hour)
Grade 8	R919,80 (R20,44 per hour)

PART B: OPERATIVES

MINIMUM WAGES

Class of employee	Wages per week (All Areas)
Grade 5	R527,85 (R11,73 per hour)

APPRENTICE WAGES

Class of employee	All Areas	
	Per week	Per hour
	R	R
APPRENTICES		
Three-year trades		
First year	387,45	8,61
Second year	480,15	10,67
Third year	589,95	13,11
Four-year trades		
First year	387,45	8,61
Second year	424,80	9,44
Third year	480,15	10,67
Fourth	589,95	13,11
Competency-based modular training		
Level 1	369,00	8,20
Level 2	460,80	10,24
Level 3	553,50	12,30
Level 4	645,30	14,34"

(2) Substitute the following for subclause (4):

"(4) An employer shall pay his employees the increases on their actual wages set out in Part C of the Schedule.

PART C: ACTUAL WAGES

- Grade 1:** 66 cents per hour for those employees earning less than R6,80 per hour.
For all other Grade 1 employees—60 cents per hour.
- Grade 2:** 85 cents per hour for those employees earning less than R10,50 per hour.
For all other Grade 2 employees—77 cents per hour.
- Grade 3:** 90 cents per hour for those employees earning less than R11,05 per hour.
For all other Grade 3 employees—82 cents per hour.
- Grade 5:** R1,04 per hour for those employees earning less than R13,40 per hour.
For all other Grade 5 employees—95 cents per hour.
- Grade 6:** R1,22 per hour for those employees earning less than R15,30 per hour.
For all other Grade 6 employees—R1,11 per hour.
- Grade 7:** R1,51 per hour for those employees earning less than R18,60 per hour.
For all other Grade 7 employees—R1,37 per hour.
- Grade 8:** R1,57 per hour for those employees earning less than R20,80 per hour.
For all other Grade 8 employees—R1,51 per hour".

DIVISION C**CHAPTER III****1. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES**

(1) Substitute the following for the Wage Schedule prescribed in subclause (8):

"SCHEDULE**PART A: MISCELLANEOUS**

Class of employee	Wages per week (All areas)
Grade 1	R283,50 (R6,30 per hour)
Grade 2	R400,95 (R8,91 per hour)
Grade 8	R919,80 (R20,44 per hour)

PART B: OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Class of employee	Wages per week (All areas)
Grade 3	R433,35 (R9,63 per hour)
Grade 4	R472,95 (R10,51 per hour)
Grade 5	R527,85 (R11,73 per hour)
Grade 6	R634,95 (R14,11 per hour)

APPRENTICE WAGES

Class of employee	All Areas	
	Per hour	Per hour
	R	R
APPRENTICES		
Three-year trades		
First year	387,45	8,61
Second year	480,15	10,67
Third year	589,95	13,11
Four-year trades		
First year	387,45	8,61
Second year	424,80	9,44
Third year	480,15	10,67
Fourth year	589,95	13,11
Competency-based modular training		
Level 1	369,00	8,20
Level 2	460,80	10,24
Level 3	553,50	12,30
Level 4	645,30	14,34"

DIVISION C

CHAPTER IV

1. CLAUSE 1 OF THE FORMER AGREEMENT: SCOPE OF APPLICATION AND REGISTRATION

- (1) Substitute the following for clause 1:
- "(1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to automotive engineering establishments registered as such by the Council: Provided that where the said provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.
- (2) All automotive engineering establishments as defined in clause 2 of Division A of this Agreement shall be deemed to be registered as automotive engineering establishments in terms of this chapter of the Agreement."

2. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

- (1) In the definition of "diesel pump room assistant", insert the following phrase between the phrases "lapping nozzles by hand and/or manual machine" and "placing pumps onto test benches and removing them":
"mounting of pumps on test benches".

3. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

- (1) Substitute the following for the Wage Schedule prescribed in clause 4:

"WAGE SCHEDULE"

Class of employee	Minimum wages			
	A Areas		Other Areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
Grade 1				
Forecourt attendant	228,15	5,07	184,95	4,11
Char	283,50	6,30	238,05	5,29
Grade 2	400,95	8,91	316,80	7,04
Grade 3	433,35	9,63	391,95	8,71
Grade 4	472,95	10,51	428,40	9,52
Grade 5	527,85	11,73	476,55	10,59
Grade 6	634,95	14,11	573,30	12,74

Class of employee	All Areas	
	Per week	Per week
	R	R
Grade 7	804,60	17,88
Grade 8	919,80	20,44
Watchman	364,93	(No hourly rate)

APPRENTICE WAGES

Class of employee	All Areas	
	Per week	Per week
	R	R
APPRENTICES		
Three-year trades		
First year	387,45	8,61
Second year	480,15	10,67
Third year	589,95	13,11
Four-year trades		
First year	387,45	8,61
Second year	424,80	9,44
Third year	480,15	10,67
Fourth year	589,95	13,11
Competency-based modular training		
Level 1	369,00	8,20
Level 2	460,80	10,24
Level 3	553,50	12,30
Level 4	645,30	14,34"

- (2) Substitute the following for Note 1 at the end of the Wage Schedule:

"Operative engine assembler

For the first 18 months
of experience: R522,45 per week (R11,61 per hour);
thereafter: R798,30 per week (R17,74 per hour).

"Operative, grade A

For the first 12 months
of experience: R522,45 per week (R11,61 per hour);
thereafter: R628,20 per week (R13,96 per hour).

"Operative, grade B

For the first six months
of experience: R434,70 per week (R9,66 per hour);
thereafter: R466,65 per week (R10,37 per hour).

DIVISION C

CHAPTER V

1. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

- (1) Substitute the following for the Wage Schedule prescribed in clause 4:

"SCHEDULE

PART A: MISCELLANEOUS

Class of employee	Wages per week (All Areas)
Grade 1	R283,50 (R6,30 per hour)
Grade 2	R400,95 (R8,91 per hour)
Grade 3	R433,35 (R9,63 per hour)
Grade 4	R472,95 (R10,51 per hour)
Grade 5	R527,85 (R11,73 per hour)
Grade 6	R634,95 (R14,11 per hour)
Grade 7	R804,60 (R17,88 per hour)
Grade 8	R919,80 (R20,44 per hour)

PART B: OPERATIVES

Class of employee	Wages per week (All Areas)
Grade 4	R472,95 (R10,51 per hour)
Grade 5	R527,85 (R11,73 per hour)

APPRENTICE WAGES

Class of employee	All areas	
	Per week	Per hour
	R	R
APPRENTICES		
Three-year trades		
First year	387,45	8,61
Second year	480,15	10,67
Third year	589,95	13,11
Four-year trades		
First year	387,45	8,61
Second year	424,80	9,44
Third year	480,15	10,67
Fourth year	589,95	13,11

Class of employee	All areas	
	Per week	Per hour
	R	R
Competency-based modular training		
Level 1.....	369,00	8,20
Level 2.....	460,80	10,24
Level 3.....	553,50	12,30
Level 4.....	645,30	14,34".

DIVISION D

1. CLAUSE 1 OF THE FORMER AGREEMENT: SCOPE OF APPLICATION

- (1) Delete the reference to "Sector 6" in the first line of clause 1.

2. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

- (1) Substitute the following for clause 2:

"For the purposes of this Division—

"**Sector 1**" means manufacturing establishments, i.e., vehicle body builders; trailers and caravan manufacturers and warranty repairs; vehicle components and accessories; fibreglass component manufacturers, repairs and sales;

"**Sector 2**" means remanufacturing (production) establishments, i.e., component remanufacturers; brake, clutch and radiator remanufacturers; drive-train remanufacturers; and steering remanufacturers;

"**Sector 3**" means reconditioning establishments, i.e., automotive engineers; fuel injection/diesel pumps; gearbox/transmission; turbochargers; and springsmiths;

"**Sector 4**" means service and repair establishments, i.e., motor cycle sales and repairers; battery sales and repairers; tyre sales, repairs and wheel alignment; tyre retreaders; exhaust, towbar and shock absorber fitters; radio, alarms and immobilizer fitters; sun roof fitters; airconditioning fitters; body repairers; upholsterer and motor trimmers, auto electrical repairers; auto valet and steam cleaners; propshafts and CV joints repairers; motor plastic component repairers, glass fitters; carburettor sales and repairers; drive-train fitters and repairers; steering fitters and repairers; motor vehicle, bus, truck and tractor repairers;

"**Sector 5**" means fuel dealers, service stations and related establishments;

"**Sector 6**" means dealers sales and distribution establishments, i.e., used motor vehicle, bus, truck and tractor sales and repairers; franchised motor vehicle, bus, truck, tractors and parts sales and repairers; caravan sales and repairers; and agricultural equipment sales and repairers;

"**Sector 7**" means automotive parts, accessories, equipment and tools establishments, i.e., motor parts, accessories, equipment and tools; auto-breakers and used parts dealer establishments;"

CLAUSE 3 OF THE FORMER AGREEMENT: GUARANTEED WAGES INCREASES

- (1) Substitute the following for clause 3:

"CLAUSE 3: WAGES

- (1) **Guaranteed wage increases: Sectors 2, 3, 4, 5 and 7:**

- (a) An employer shall pay his employees who at the time of publication of this Agreement are earning above the minimum wages prescribed in terms of Division B and Division C, Chapters I, IV and V, the guaranteed wage increases as set out below.
- (b) An employer may pro-rate the guaranteed wage increases for employees with less than 12 months' service, with the proviso that increases will only be implemented with effect from the 7th month.
- (c) An employer who has granted increases over and above the prescribed increases after 1 December 2001 may offset those increases against the increases set out below: Provided that no wage increases shall be offset on more than one occasion.
- (d) The parties shall undertake not to embark upon or participate in any industrial action as a result of disputes on guaranteed wage increases relating to any other sector of the Motor Industry: Provided that the employer has implemented the guaranteed wage increases. Any such industrial action shall be deemed unprotected.

A. SECTORS 2, 3, 4, 5 AND 7 (DIVISION B: CLAUSE 3—WAGES)

Class of employee	Guaranteed increases	
	All Areas	
	Per week R	Per month R
(a) Office, stores, sales and clerical employee—		
during first year of experience	25,20	109,20
during second year of experience	28,75	124,60
during third year of experience	33,12	143,50
thereafter	38,45	166,60
(b) Motor vehicle salesperson—		
during first year of experience	26,31	114,00
thereafter	33,92	147,00
(c) Bookkeeper	49,43	214,20
(d) Accountant	78,45	339,95
(e) Parts salesperson—		
during first year of experience	31,82	137,90
thereafter	38,93	168,70

Class of employee	All Areas	
	Per week	Per month
(c) Traveller—		
during first year of experience	31,81	137,90
thereafter	38,93	168,70
(d) Supply salesperson—		
during first year of experience	31,82	137,90
during second year of experience	26,54	115,00
during third year of experience	26,90	116,55
thereafter	19,52	84,60

B. SECTORS 4, 5 AND 7 (DIVISION C: CHAPTER I—CLAUSE 3: WAGES)

Class of employee	Guaranteed increases	
	All Areas	
	Per week R	Per hour R
Grade 1—		
Forecourt attendant	18,90	0,42
Char	27,00	0,60
Grade 2	34,65	0,77

Class of employee	Guaranteed increases	
	All Areas	
	Per week R	Per hour R
Grade 3	36,90	0,82
Grade 4	39,15	0,87

Class of employee	Guaranteed increases	
	All Areas	
	Per week	Per hour
	R	R
Grade 5	42,75	0,95
Grade 6	49,49	1,11

Class of employee	Guaranteed increases	
	All Areas	
	Per week	Per hour
	R	R
Grade 7	61,65	1,37
Grade 8	67,95	1,51
Watchman	30,13	(No hourly rate)

C. SECTOR 3 (DIVISION C: CHAPTER IV—CLAUSE 4: WAGES)

Class of employee	Guaranteed increases	
	All Areas	
	Per week	Per hour
	R	R
Grade 1	27,00	0,60
Grade 2	34,65	0,77

Class of employee	Guaranteed increases	
	All Areas	
	Per week	Per hour
	R	R
Grade 3	36,90	0,82
Grade 4	39,15	0,87
Grade 5	42,75	0,95
Grade 6	49,49	1,11

Class of employee	Guaranteed increases	
	All Areas	
	Per week	Per hour
	R	R
Grade 7	61,65	1,37
Grade 8	67,95	1,51
Watchman	30,13	(No hourly rate)

Operative engine assembler

For the first 18 months of experience: R37,80 per week (R0,84 per hour);
Thereafter: R55,80 per week (R1,24 per hour).

Operative, grade A

For the first 12 months of experience: R37,80 per week (R0,84 per hour);
Thereafter: R43,65 per week (R0,97 per hour).

Operative, grade B

For the first 6 months of experience: R34,20 per week (R0,76 per hour);
Thereafter: R36,45 per week (R0,81 per hour).

D. SECTOR 2 (DIVISION C: CHAPTER V—CLAUSE 4: WAGES)

Class of employee	Guaranteed increases (All Areas)
Grade 1	R27,00 (R0,60 per hour)
Grade 2	R34,65 (R0,77 per hour)
Grade 3	R36,90 (R0,82 per hour)
Grade 4	R39,15 (R0,87 per hour)
Grade 5	R42,75 (R0,95 per hour)
Grade 6	R49,49 (R1,11 per hour)
Grade 7	R61,65 (R1,37 per hour)
Grade 8	R67,95 (R1,51 per hour)

(2) Minimum wages: Sector 6:**(i) Division B employees:**

Class of employee	Minimum wages			
	A Area		Other Areas	
	Per week	Per month	Per week	Per month
	R	R	R	R
(a) Office, store, sales and clerical employee—				
during first year of experience	393,44	1 704,92	339,51	1 471,21
during second year of experience	448,85	1 945,02	385,33	1 669,76
during third year of experience	516,60	2 238,60	444,76	1 927,29
thereafter	598,83	2 594,91	512,05	2 218,89
(b) Motor vehicle salesperson—				
during first year of experience	464,77	2 014,00	405,37	1 756,60
thereafter	599,31	2 597,00	516,24	2 237,05
(c) Bookkeeper	762,72	3 305,11	664,46	2 879,31
(d) Accountant	1 303,36	5 647,88	1 128,35	4 889,50
(e) Parts salesperson—				
during first year of experience	486,44	2 107,90	427,90	1 854,23
thereafter	595,08	2 578,70	517,31	2 241,68

Class of employee	All Areas	
	Per week	Per month
(f) Traveller—		
during first year of experience	486,44	2 107,90
thereafter	595,08	2 578,70
(g) Supply salesperson—		
during first year of experience	486,44	2 107,90
during second year of experience	557,31	2 415,00

Class of employee	All Areas	
	Per week	Per month
during third year of experience	624,59	2 706,55
thereafter	670,29	2 904,60
(h) Part-time employees	*	*

* One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

(ii) Other employees:

Class of employee	Minimum wages			
	A Area		Other Areas	
	Per week	Per month	Per week	Per month
	R	R	R	R
Grade 1				
Forecourt attendant	228,15	5,07	184,95	4,11
Char	297,00	6,60	238,05	5,29
Grade 2	418,50	9,30	316,80	7,04
Grade 3	450,00	10,00	403,65	8,97
Grade 4	490,50	10,90	440,55	9,79
Grade 5	544,50	12,10	490,05	10,89
Grade 6	648,00	14,40	584,10	12,98

Class of employee	All Areas	
	Per week	Per hour
	R	R
Grade 7	814,50	18,10
Grade 8	927,00	20,60
Watchman	377,99	(No hourly rate)"

4. CLAUSE 5 OF THE FORMER AGREEMENT: SECTOR 7: PAYMENT OF EARNINGS: PARTS SALESPERSON

(1) Substitute the following for clause 5:

"CLAUSE 5: PAYMENT OF EARNINGS

(1) Sector 7: Parts salesperson

- (a) The monthly earnings due to monthly-paid employees shall be paid to them not later than the last working day of each calendar month: Provided that the commission on sales due to a parts salesperson employed in an establishment mainly or exclusively engaged in the sale of automotive parts and equipment and accessories shall not be calculated earlier than the 20th day of the month to which it relates, and shall be paid not later than the 25th day of the following month, subject to the following conditions:
- A parts salesperson in the employ of any establishment described herein shall, at the end of the month of publication of this Agreement, be paid commission equal to the average commission earned during the previous three months, or the average commission earned during any such lesser period, if newly engaged during the three months preceding the date of publication hereof.
 - Should this bridging commission vary in favour of the employer by more than 10% of the actual commission earned, an adjustment shall be made by means of equal instalments over a period of three months reckoned from the date of payment of the adjusted commission.
 - Should this bridging commission vary in favour of the parts salesperson the entire adjusted amount shall be paid to him in a single payment not later than the 25th day of the month following the month to which it relates.

- (iv) In the event of the termination of the services of the parts salesperson for any reason whatsoever the final commission payment shall be made to the employee concerned not later than the last working day of the month in which services are terminated.

(2) Sector 6: Payment of commission

- (a) The monthly earnings due to monthly-paid employees shall be paid to them not later than the last working day of each calendar month: Provided that the commission on sales due to an employee shall not be calculated earlier than the 20th day of the month to which it relates, and shall be paid not later than the 25th day of the following month, subject to the following conditions:
- (i) An employee shall, at the end of the month of publication of this Agreement, be paid commission equal to the average commission earned during the previous three months, or the average commission earned during any such lesser period, if newly engaged during the three months preceding the date of publication hereof.
 - (ii) Should this bridging commission vary in favour of the employer by more than 10% of the actual commission earned, an adjustment shall be made by means of equal instalments over a period of three months reckoned from the date of payment of the adjusted commission.
 - (iii) Should this bridging commission vary in favour of the employee the entire adjusted amount shall be paid to him in a single payment not later than the 25th day of the month following the month to which it relates.
 - (iv) In the event of the termination of the services of the employee for any reason whatsoever the final commission payment shall be made to the employee concerned not later than the last working day of the month in which services are terminated."

5. CLAUSE 6 OF THE FORMER AGREEMENT: RATIO PROVISIONS

- (1) Delete the reference to "Sector 4" in subclause (1) of clause 6:

- (2) Insert the following new subclause (3):

"(3) The following ratio provisions shall apply to Sector 4 (service and repair establishments):

- (a) An employer may engage two of the following employees for every journeyman in his employ:

Auto-electrician's assistants
B/A journeymen
Body shop assistants
Diesel pump room assistants
Motor cycle mechanic's assistants
Repair shop assistants
Scooter workers
Diesel pump room assistants."

[Note: Applications for exemption from the provisions of this subclause shall be directed to the National Council, i.e. not to Regional councils as for other exemptions.]"

Signed at Randburg on behalf of the parties, this 8th day of November 2002.

R. BASTICK

President of the Council

B.S. CELE

Vice-President of the Council

B.G. DU PREEZ

General Secretary of the Council

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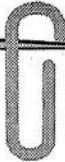
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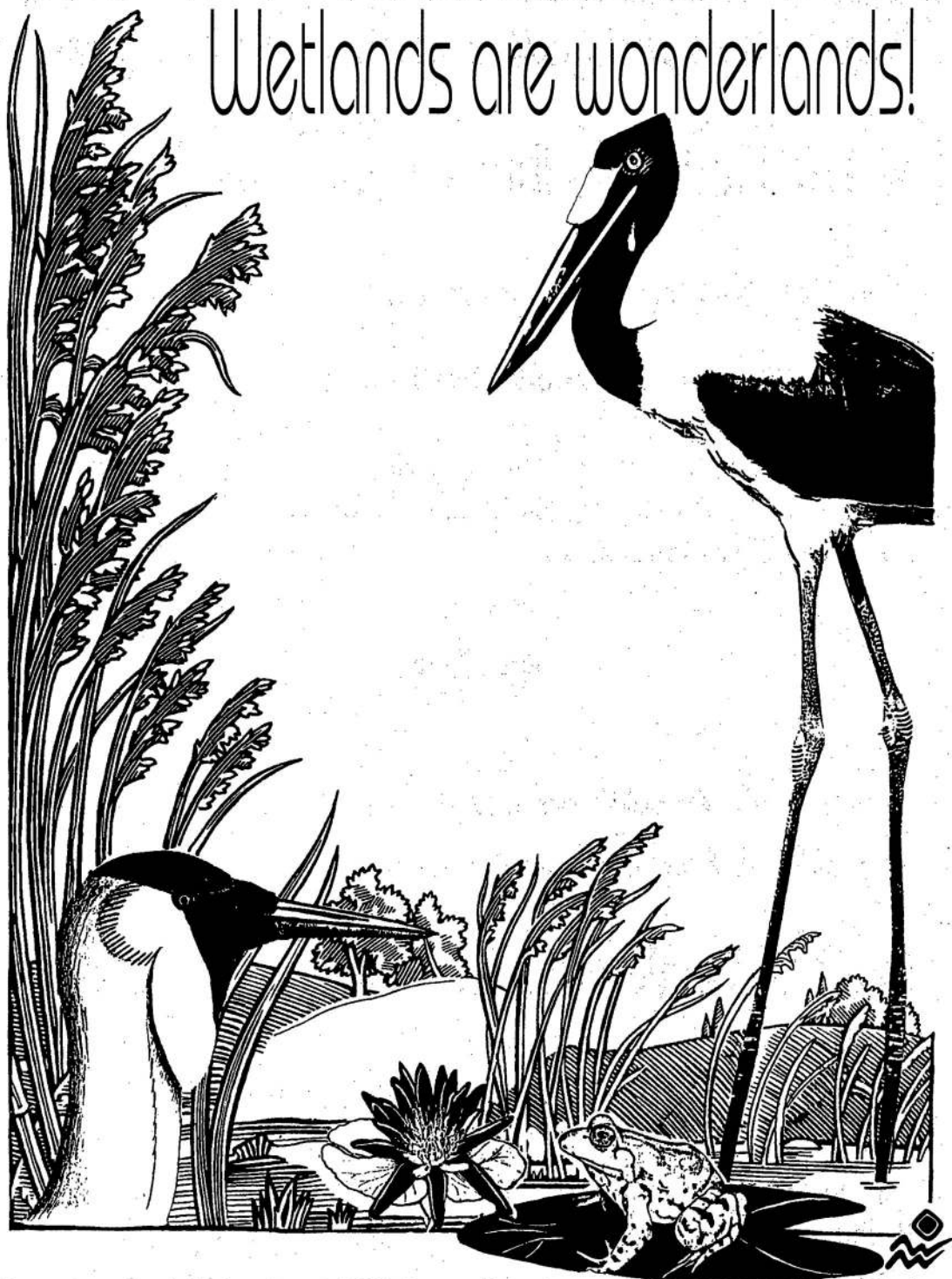
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