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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 797

9 July 2004

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN): EXTENSION OF AMENDMENT OF 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 Bargaining Council for the Building Industry (Bloemfontein) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 19 July 2004, and for the period ending 11 June 2005.

M.M.S. MDLADLANA
Minister of Labour

No. R. 797

9 Julie 2004

WET OP ARBEIDSVARHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (BLOEMFONTEIN): UITBREIDING VAN WYSIGING VAN 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 Engelse Bylae hiervan verskyn en wat in die Bedingingsraad vir die Bounywerheid (Bloemfontein) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 19 Julie 2004, en vir die tydperk wat op 11 Junie 2005 eindig.

M.M.S. MDLADLANA
Minister van Arbeid

SCHEDULE

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN) COLLECTIVE AGREEMENT

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

Construction Industries Association, Free State (formerly Bloemfontein Masters Builders' and Allied Trades' Association)

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

Amalgamated Union of Building Trade Workers of South Africa

Noordelike Bouwerkersvakbond, and

National Union of Mine Workers

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

being parties to the Bargaining Council for the Building Industry (Bloemfontein),

to amend the main Agreement published under Government Notice No. R. 1335 dated 6 November 1998, as extended and amended by Government Notices Nos. R. 1313 of 12 November 1999, R. 544 of 2 June 2000, R. 545 of 2 June 2000, R. 524 of 8 June 2001 and R. 869 of 14 September 2001, R. 215 of 14 February 2003 and R. 729 of 6 June 2003.

1. SCOPE OF APPLICATION

- (1) The Terms and conditions of this Agreement shall be observed—
- in the Magisterial District of Bloemfontein;
 - by all employers and employees who are members of the employers' organisation and by all employees who are members of the trade union(s);
 - by all employers and employees to whom the Minister of Labour may **extend** this Agreement;
 - by all employers and employees who are directly or indirectly involved in the Building Industry.
- (2) Notwithstanding the provisions of subclause (1) the terms of this Agreement **shall** apply to—
- apprentices only in so far as the terms are not inconsistent with the **provisions** of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - trainees under the Manpower Training Act, 1981, only in so far as **the terms** are not inconsistent with the provisions of that Act or any conditions fixed thereunder;
 - working partners, directors and owners of a building-related business.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement **shall not** apply to—
- clerical and administrative employees;
 - university students and graduates in Building Science and to construction supervisors, construction surveyors, architects and other persons doing practical work in the completion of **their academic** training;
 - casual employees as defined in clause 3;
 - non-parties in respect of clause 1 (1) (b) and 2.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 11 June 2005.

2A. SPECIAL PROVISIONS

The provisions contained in clauses 11 (5) and 16 (2) (c) of the Agreement published under Government Notice No. R. 1335 of 6 November 1998 (hereinafter referred to as the "Former Agreement"), as further **extended** and amended from time to time, shall apply to employers and employees.

2B. GENERAL PROVISIONS

The provisions contained in clauses 3 to 11 (4), 11 (6) to 16 (2) (b) and 17 to 22 of the Former Agreement (as further **extended** and amended from time to time), shall apply to employers and employees.

3. CLAUSE 8: REMUNERATION

Substitute the following for subclauses (1), (2) (a), (b) and (c) and (5) (b):

- "(1) **Wages:** (a) General: No employer shall pay and no employee **shall accept** wages at rates lower than the following:

	<i>Cents per hour</i>
(i) Artisans	16,99
(ii) General workers	6,72
(iii) Employees working for less than three months in the industry	5,50
After three months	6,72

Calculation of wages: The weekly wage of an employee shall be his **hourly wage** multiplied by 40, in the case of artisans and all other categories of employees.

(b) "The increase for general workers shall be 12%. The **"across the board"** increase for all other categories shall be 7,5% of the actual wage. Nobody shall receive **less than the** minimum prescribed wage.

- (2) **Supplementary remuneration and contributions:** (a) Except in respect of a casual employee, every employer shall pay each week to the Secretary of the Council in **respect of** each category of employee, as stipulated below, the total sum prescribed in Column G hereunder: **Provided that** such sum shall be allocated as set out hereunder:

(i) Holiday Fund	Column A
(ii) Provident Fund	Column B
(iii) Contributions to Bargaining Council expenses	Column C
(iv) Trade Union subscriptions	Column D
(v) Wage Guarantee Fund	Column E
(vi) Funeral Benefit	Column F
(vii) TOTAL SUM	Column G

Employers	Per week						
	A	B	C	D	E	F	G
	R	R	R	R	R	R	R
All employees earning R6,72 up to and including R8,18 ph	26,80	41,60	2,40	—	0,45	0,49	71,74
All employees earning R8,19 up to and including R9,99 ph	32,80	52,00	2,40	—	0,45	0,49	88,14
All employees earning R10,00 up to and including R12,18 ph	40,80	64,00	2,40	—	0,45	0,49	108,14
All employees earning R12,19 up to and including R14,35 ph	49,60	77,60	2,40	—	0,45	0,49	130,54
All employees earning R14,36 up to and including R16,98 ph	59,20	92,80	2,40	—	0,45	0,49	155,34
All employees earning R16,99 up to and including R20,06 ph	68,00	106,40	2,40	1,75	0,45	0,49	179,49
All employees earning R20,07 and more	81,20	128,00	2,40	1,75	0,45	0,49	214,29

(b) Except in respect of a casual employee who works for an employer for less than four weeks, every employer shall deduct each week from the remuneration due to each employee, as stipulated below, the amount prescribed in Column E hereunder: Provided that such sum shall be allocated as set out hereunder:

(i) Holiday Fund.....	Column A
(ii) Provident Fund.....	Column B
(iii) Contributions to Bargaining Council	Column C
(iv) Trade Unions.....	Column D
(v) TOTAL SUM.....	Column E

Employers	Per week				
	A	B	C	D	E
	R	R	R	R	R
All employees earning R6,72 up to and including R8,18 ph.....	26,80	41,60	0,20	—	68,60
All employees earning R8,19 up to and including R9,99 ph.....	32,80	52,00	0,20	—	85,00
All employees earning R10,00 up to and including R12,18 ph...	40,80	64,00	0,20	—	105,00
All employees earning R12,19 up to and including R14,35 ph...	49,60	77,60	0,20	—	127,40
All employees earning R14,36 up to and including R16,98 ph...	59,20	92,80	0,20	—	152,20
All employees earning R16,99 up to and including R20,06 ph...	68,00	106,40	0,20	1,75	176,35
All employees earning R20,07 and more ph	81,20	128,00	0,20	1,75	211,15

(c) Every employer shall, in addition to any remuneration to which an employee may be entitled in terms of clause 8 (1), pay such employee the total sum prescribed in Column C hereunder:

(i) Holiday Fund.....	Column A
(ii) Provident Fund contributions	Column B
(iii) TOTAL SUM.....	Column C

Employers	Per hour		
	A	B	C
	c	c	c
All employees earning R6,72 up to and including R8,18 ph	0,67	0,52	1,19
All employees earning R8,19 up to and including R9,99 ph	0,82	0,65	1,47
All employees earning R10,00 up to and including R12,18 ph	1,02	0,80	1,82
All employees earning R12,19 up to and including R14,35 ph	1,24	0,97	2,21
All employees earning R14,36 up to and including R16,98 ph	1,48	1,16	2,64
All employees earning R16,99 up to and including R20,06 ph	1,70	1,33	3,33
All employees earning R20,07 and more	2,03	1,60	3,63"

Substitute the following for subclause 5 (b):

(b) Wage Guarantee Fund:

- (a) Every employer in the Building Industry shall, within seven days of his entering the Industry, lodge with the Council a guarantee of R1 000,00 in cash.
- (b) The Secretary shall re-imburse such guarantee to the employer concerned after being notified in writing of the termination of the building operations or as soon as the employer is active in the Building Industry and has made contributions to the Council in respect of each employee, an amount as prescribed in clause 8, subclause (2) (a) (v).
- (c) The Council shall use these contributions to guarantee the amounts payable to employees described hereunder:
 - (i) Four weeks' wages as prescribed in subclause (1);
 - (ii) Four weeks' supplementary remuneration and contributions payable by an employer as prescribed in subclause (2) (a) of this Agreement.
- (d) When an employer defaults by not making any contributions on behalf of his employees within one year, the amount paid towards the Fund shall be forfeited.
- (e) The Secretary shall maintain a register of all employers referred to in subclause (1).
- (f) The Council shall immediately deposit all monies received in terms of clause 8 subclause 5 (b) (a).

4. CLAUSE 11: HOLIDAY FUND

Substitute the following for subclause (3):

- "(3) An employer shall contribute and pay to the Council an amount of 15 working days' wages. An additional two weeks bonus will be added. It will all form part of the employer's weekly contributions to the Holiday Fund. One (1) week incentive bonus will be paid to an employee who has worked six (6) months and longer for every consecutive week. This amount must be paid directly by the employer to the employee.

All public holidays inclusive of those to fall within the builder's annual holiday period shall be paid directly by the employers to the employees."

5. CLAUSE 12: PROVIDENT FUND

In subclause (2) substitute (d) and (f) for the following:

- "(d) Membership of the Provident Fund shall be compulsory for all employees for whom wages are prescribed in clause 8 (1) (a) (i) and (ii).
- (f) The contributions towards the Provident Fund for general workers increases to 12% of wages and 7 1/2% for all other category workers. The Provident Fund contributions shall be on a 50% employer and 50% employee basis and shall be increased yearly.

6. CLAUSE 21: EXEMPTIONS

Substitute the following for subclause 21:

- (1) In terms of section 32 of the Labour Relations Act, No. 66 of 1995, as amended, the Council hereby establishes an independent body called an "Exemptions Board" to hear and decide any appeal brought against—
 - (a) the Council's refusal of a non-party's application for exemption from the provisions of this Agreement;
 - (b) the withdrawal of such an exemption by the Council.
- (2) Any party to this Agreement or any member of a party to this Agreement may apply to the Council for exemption from any of the terms of the Agreement.
- (3) The Council shall consider an application for exemption received from a party or a member of a Party to the Agreement, at the first meeting of the council following the receipt of the application, with the proviso that applications received within less than five (5) normal working days prior to a Council meeting, shall only be tabled at the next Council meeting.
- (4) Applications for exemption referred to the Council in terms of subclause 21 (2) or 21 (3) shall be considered by the Council in accordance with the exemption criteria set out in subclause 21 (13) hereof, and the applicant/s shall be advised, in writing, of the Council's decision within five (5) normal working days following the meeting at which the applications were considered.
- (5) The Council shall, subject to the exemption criteria, only grant exemption on good cause and may determine such period and conditions of exemption as it deems fit, with the proviso that all exemptions shall lapse on 31 October of every year and may only be extended for a further period by the Council on the application for such extension by the applicant.
- (6) Any non-party to which this Agreement has been extended to in terms of section 32 of the Act, may apply to the Council for exemption from any of the terms of this Agreement.

- (7) Subclause 21 (3) to and including (5) shall *mutatis mutandis* apply to any application for exemption received from a non-party.
- (8) Within 14 consecutive days after having been advised of the Council's decision regarding an application for exemption, the non-party who feels aggrieved by the Council's decision, may submit a written appeal against the Council's decision to the Secretary of the Council. Such an appeal must be fully reasoned.
- (9) The Secretary of the Council shall submit the appeal, together with the Council's decision regarding the application for exemption, to the Exemptions Board who shall as soon as possible, hear and decide the matter with reference to the exemption criteria set out in subclause 21 (13) hereof and when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting: Provided that the Exemptions Board may defer a decision to a following meeting if additional motivation, information or verbal representations are considered necessary to decide on the application for exemption.
- (10) Once the Exemptions Board has decided to uphold the appeal and grant an exemption it shall issue a certificate and advise the applicant/s within ten (10) normal working days of the date of the decision, clearly specifying—
 - (a) the terms of the exemption; and
 - (b) the reporting requirements by the applicant and conitering re-evaluation processes.
- (11) When the Exemptions Board decides against granting an exemption it shall issue a certificate and advise the applicant/s within ten (10) normal working days of the date of such decision and shall provide the reason or reasons for the decision not to grant an exemption.
- (12) All applications for exemptions referred to in this clause 21 shall be addressed to the Secretary of the Council and shall be—
 - (a) in writing on an application form provided by the Council;
 - (b) indicate the period of time for which the exemption is required;
 - (c) indicate clearly the clauses or subclauses of this Agreement from which exemption is applied;
 - (d) be fully reasonable and motivated and include proof that the exemption applied for has been discussed between the employer, his employees and their representatives and also include the responses resulting from such consultations whether in support or against the application;
 - (e) indicate possible substitutive provisions;
 - (f) indicate the specific workplaces and employees in respect of which the exemption is applied for;
 - (g) includes details of the total work force of the employer concerned.
- (13) **Exemption criteria:** The Exemptions Board and the Council shall consider all applications of exemptions referred to in terms of this clause 21 with reference to the following criteria:
 - (a) The extent of consultation with and the petition for or against granting the exemptions as provided by employers or employees who are to be affected by the exemption if granted;
 - (b) infringement of basic conditions of employment rights;
 - (c) that a competitive advantage is not created by the exemption;
 - (d) that exemption from any employee benefit fund or training provision be viewed in relation to the alternative comparable bona fide or provision including the cost to the employee, transferability, administration management and cost, growth and stability;
 - (e) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Building Industry;
 - (f) the reality that the majority or employers at any time engaged in the Building Industry within the Council's area of jurisdiction as well as the majority of members of the employer parties to the Council, represent the category micro to medium enterprises and employ between one and twenty employees;
 - (g) any special economic or other circumstances that exist warrant the granting of the exemption;
 - (h) take cognizance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy."

Thus done and signed at Bloemfontein on this 5th day of April for and on behalf of the Bargaining Council for the Building Industry (Bloemfontein).

W. J. VAN ASWEGEN

Chairperson

E. D. MYBURGH

Council Member

A. C. M. VAN VUUREN

Secretary

No. R. 804

9 July 2004

LABOUR RELATIONS ACT, 1995

BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE): EXTENSION OF COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Building Industry Bargaining Council (Cape of Good Hope) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 19 July 2004 and for the period ending 31 October 2005.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE**BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE)****COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

Boland Meesterbouers en Verwante Bedrywe Vereniging**Master Builders' and Allied Trades' Association, Cape Peninsula**

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

Building, Construction and Allied Workers' Union**Building, Wood and Allied Workers' Union of South Africa****Building Workers' Union****National Union of Mineworkers (NUM)****South African Woodworkers' Union**

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

being the parties to the Building Industry Bargaining Council (Cape of Good Hope).

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Building and Monument Masonry Industries—
 - (a) by all employers who are members of the employer's organisations and by all employees who are members of the trade unions;
 - (b) by all employers who are not members of the employers' organisations and by all employees who are not members of the trade unions;
 - (c) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice No. R. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos. R. 171 of 8 February 1957 and R. 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. R. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice No. R. 283 of 2 March 1962), fell within the Magisterial District of Bellville;
 - (d) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River excluding any portions of the last mentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Strand and Malmesbury (excluding that portion which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville).
- (2) Notwithstanding the provisions of subclause (1) and/or clause 4, the terms of this Agreement shall apply to—
 - (a) employees in the Industry undergoing training consistent with the provisions of the Skills Development Act, 1998;
 - (b) temporary employment services, labour-only contractors, working partners, working directors, principals, contractors and working members of closed corporations who do work in the Building Industry.

- (3) Notwithstanding the provisions of subclause (1) and clause 4, the terms of this Agreement shall not apply to—
- (a) clerical employees and administrative staff;
 - (b) university students and graduates in Building Science, and to construction supervisors, construction surveyors and other persons doing practical work, in completion of their academic training;
 - (c) non-parties in respect of clause 3 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation 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, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 30 October 2005.

3. SPECIAL PROVISIONS

The provisions contained in clauses 19 and 20 of the Former Agreement shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 18 and 21 to 29 of the Former Agreement, and as further extended, renewed, amended and re-enacted from time to time, shall apply to employers and employees.

5. CLAUSE 4: DEFINITIONS

"Former Agreement" by substituting the expression "Government Notice No. R. 1055 of 1 November 2001 as amended by Government Notice No. R. 1320 of 25 October 2002 and further amended by Government Notice No. R. 1735 of 28 November 2003" for the expression "Government Notice No. R. 1994 of 22 October 1993".

6. CLAUSE 17: EXPENSES OF THE COUNCIL

Substitute the expression "R0,75" in subclause (1) for the expression "R0,01".

Signed on this 3rd day of May 2004.

R. H. M. JOHNSON

For Master Builders' and Allied Trades' Association, Cape Peninsula

W. C. CLIFT

For Boland Meesterbouers en Verwante Bedrywe Vereniging

E. TYEMBILE

For Building, Contribution and Allied Workers' Union

R. C. DAMON

For Building Workers' Union

H. KETSISE

For National Union of Mineworkers (NUM)

T. NTSOMI

For Building, Wood and Allied Workers' Union of South Africa

P. ROOLF

For South African Woodworkers' Union

No. R. 804

9 Julie 2004

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE BOUNYWERHEID (KAAP DIE GOEIE HOOP): UITBREIDING VAN KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hierby verskyn en wat in die Bedingingsraad vir die Bounywerheid (Kaap die Goeie Hoop) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 19 Julie 2004 en vir die tydperk wat op 31 Oktober 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (KAAP DIE GOEIE HOOP)****KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, Wet No. 66 van 1995, gesluit deur en aangegaan tussen die

Boland Meesterbouers en Verwante Bedrywe Vereniging

Master Builders' and Allied Trades' Association, Cape Peninsula

(hierna die "werkgewers" op die "werkgewersorganisasies" genoem), aan die een kant, en die

Building, Construction and Allied Workers' Union

Building, Wood and Allied Workers' Union of South Africa

Building Workers' Union

National Union of Mineworkers (NUM)

South African Woodworkers' Union

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

wat die partye is by die Bedingingsraad vir die Bounywerheid (KaaP die Goeie Hoop).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakbonde is;
- (b) deur alle werkgewers wat nie lede van die werkgewersorganisasies is nie en deur alle werknemers wat nie lede van die vakbonde is nie;
- (c) in die landdrosdistrikte Die Kaap, Wynberg [met inbegrip van die gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing No. R. 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het], Simonstad, Goodwood en Bellville, in die gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings Nos. R. 171 van 8 Februarie 1957 en R. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, en die gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing No. R. 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermentskennisgewing No. R. 283 van 2 Maart 1962) binne die landdrosdistrik Bellville geval het.
- (d) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd enige gedeeltes van laasgenoemde twee distrikte wat, voor die publikasie van Goewermentskennisgewing No. 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd die gedeelte wat voor 9 Maart 1973 (Goewermentskennisgewing No. 173 van 9 Februarie 1973), binne die landdrosdistrik Wynberg geval het], Strand en Malmesbury (uitgesonderd die gedeelte wat, voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het);

(2) Ondanks subklousule (1) en/of klousule 4, is hierdie Ooreenkoms van toepassing op—

- (a) werknemers in die Nywerheid wat opleiding ontvang volgens die bepalings van die Skills Development Act, 1998 (Wet op Vaardigheidsontwikkeling);
- (b) tydelike werkverskaffingsdienste, slegs-arbeid-kontrakteurs, werkende vennote, werkende direkteure, prinsipale, aannemers en werkende lede van beslote korporasies wat werk doen in die Bounywerheid.

(3) Ondanks subklousule (1) en klousule 4 is die bepalings van hierdie Ooreenkoms nie van toepassing nie op—

- (a) klerke en administrasiepersoneel;
- (b) universiteitsstudente en gegradueerdes in die Bouwetenskap, en op konstruksietoesighouers, konstruksie-opmeters en ander persone wat besig is met praktiese werk ter voltooiing van hulle akademiese opleiding;
- (c) nie-partye ten opsigte van klousules 3 van hierdie Ooreenkoms.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel as die inwerkingtredingsdatum waarop die Ooreenkoms vir nie-partye bindend word, of die datum waarop die Minister van Arbeid weier om die Ooreenkoms tot nie-partye uit te brei en die Ooreenkoms sal van krag bly tot 31 Oktober 2005.

3. SPESIALE BEPALINGS

Die bepalings vervat in klousules 19 en 20 van die Vorige Ooreenkoms is van toepassing op sowel werkgewers as werknemers.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 18 en 21 tot 29 van die Vorige Ooreenkoms, soos verder verleng, hernieu, gewysig en herbekragtig van tyd tot tyd, is van toepassing op sowel werkgewers as werknemers.

5. KLOUSULE 4: WOORDOMSKRYWING

"Vorige Ooreenkoms" deur die vervanging van die uitdrukking "Goewermentskennisgewing No. R. 1994 van 22 Oktober 1993, soos gewysig" deur die uitdrukking "Goewermentskennisgewing No. R. 1055 van 1 November 2001 soos gewysig by Goewermentskennisgewing No. R. 1320 van 25 Oktober 2002 en by Goewermentskennisgewing No. R. 1735 van 28 November 2003."

6. KLOUSULE 17: UITGAWES VAN DIE RAAD

Vervang die uitdrukking "R0,01" in subklousule (1) deur die uitdrukking "R0,75".

Geteken op hierdie 3de dag van Mei 2004.

R. H. M. JOHNSON

Vir die Master Builders' and Allied Trades' Association, Cape Peninsula

W. C. CLIFT

Vir die Boland Meesterbouers en Verwante Bedrywe Vereniging

E. TYEMBILE

Vir die Building, Construction and Allied Workers' Union

R. C. DAMON

Vir die Building Workers' Union

H. KETSISE

vir die National Union of Mineworkers (NUM)

T. NTSOMI

Vir die Building, Wood and Allied Workers' Union of South Africa

P. ROOLF

vir die South African Woodworkers' Union

No. R. 805

9 July 2004

LABOUR RELATIONS ACT, 1995

**FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION:
EXTENSION OF MAIN AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shephard 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 and was concluded in the Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 19 July 2004, and for the period ending 30 June 2006.

M. M. S. MDLADLANA

Minister of Labour

No. R. 805

9 Julie 2004

WET OP ARBEIDSVERHOUDINGE, 1995

**MEUBEL, BEDDEGOED EN STOFFERINGSNYWERHEID BEDINGINGSRAAD, GROTER NOORDELIKE STREEK:
UITBREIDING VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shephard Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse bylae hiervan verskyn en wat in die Meubel-, Beddegoed- en Stofferingsnywerheid Bedingingsraad, Groter Noordelike Streek aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie nywerheid, met ingang van 19 Julie 2004, en vir die tydperk wat op 30 Junie 2006 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die Ooreenkoms by die Engelse kennisgewing is op aanvraag beskikbaar by die Bedingingsraad.

SCHEDULE

**FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION
COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995 (Act No. 66 van 1995), made and entered into by and between the

Furniture, Bedding and Upholstery Manufacturers' Association (FBUMA)

and

Curtain Makers' and Allied Products Association (CMAPA)

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

National Union of Furniture and Allied Workers of South Africa (NUFAWSA)

and

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)

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

being the parties to the Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region, to amend the Collective Agreement published under Government Notice No. R. 278 of 5 March 1999, as extended and amended by Government Notice Nos. R. 578 of 7 May 1999, R. 746 of 11 June 1999, R. 1272 of 29 October 1999, R. 1426 of 3 December 1999, R. 1482 of 17 December 1999, R. 542 of 2 June 2000, R. 888 of 8 September 2000, R. 577 of 29 June 2001, R. 1396 of 21 December 2001, R. 299 of 15 March 2002, R. 1279 of 12 September 2003, R. 1322 of 26 September 2003 and R. 427 of 2 April 2004.

CHAPTER 1**1. SCOPE OF APPLICATION**

1.1 The terms of this Agreement shall be observed in the Furniture, Bedding and Upholstery Industry, Greater Northern Region—

- 1.1.1. by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged or employed in the Furniture, Bedding and Upholstery Industry, respectively;
- 1.1.2 in the Province of the Transvaal as it existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement shall—

- 1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
- 1.2.2 apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or learnership under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder; and
- 1.2.3 be subject to the provisions of the Determination by the Court, dated 30 October 1984, in the matter between the Industrial Councils for the Furniture and Bedding Manufacturing Industry, Transvaal and Natal, and the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1.3 The following provisions shall not apply to non-parties: Clauses 1.1.1 and 2 of Chapter 1, Chapter 2A and items 4.1 and 4.2 of Schedule 1.

Insert the following new clause 1.4:

"1.4 The terms of this Agreement and the application thereof shall be subject to the following agreement in respect of thresholds entered into by and between all the parties of the Council on 23 September 2003:

Any association of persons that can prove to the satisfaction of the parties that it is a trade union duly registered in terms of section 96 of the Labour Relations Act and that can prove by means of reasonable identification, membership of employees in the Industry, in excess of 15% of the total number of employees in the Industry, shall be recognized as a sufficiently representative union entitled to exercise the rights set out in sections 12, 13 and 15 of the Labour Relations Act. As soon as sufficient representativeness has been proved to the parties, such sufficiently representative trade union shall be entitled to be treated for organizational purposes on an equal and fair footing with the other trade unions who are already members of the Bargaining Council."

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 July 2004 and in respect of non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, but not earlier than 1 July 2004, and shall remain in force for the period ending 30 June 2006.

3. CLAUSE 7: TERMS OF EMPLOYMENT

- (1) Substitute the following for clause 7.6:

"7.6 Annual closure

During any period of annual closure, no employer shall require or permit an employee to perform work and no employee shall undertake work, whether for remuneration or not. Annual closure shall be for a period of 15 consecutive working days, as follows:

2004— from the evening of Wednesday, 15 December 2004, to the morning of Monday, 10 January 2005;

2005— from the evening of Thursday, 15 December 2005, to the morning of Wednesday, 11 January 2006;

Any establishment may apply to the Council for exemption from the prescribed annual closure dates, if the establishment believes that extraordinary circumstances that may warrant the granting of an exemption exist."

- (2) Insert the following new clause 7.15 and renumber the existing clauses 7.15, 7.16 and 7.17 accordingly:

"7.15 Study leave

Study leave may be granted by employers to permanent, full-time employees only, subject to the following conditions:

7.15.1 Approval for study leave shall be granted at the employer's discretion (which approval shall not be unreasonably withheld).

7.15.2 Study leave, if granted by the employer, shall be for a maximum of two subjects per annum.

7.15.3 Study leave, if granted by the employer, shall be limited to two days of paid study leave per subject, namely the last working day prior to the date of the exam and the day of the exam.

7.15.4 The result(s) of the exam(s) shall be presented by the employee to the employer as soon as it becomes available.

7.15.5 If an employee fails a subject, the leave granted to the employee for that subject shall be refunded by the employee to the employer at a ratio of one day's pay per failed subject."

4. CLAUSE 10: HOLIDAY BONUS FUND

Insert the following new clause 10.4 and renumber clauses 10.4, 10.4.1, 10.4.2, 10.4.3, 10.4.4 and 10.4.5 accordingly:

"10.4 Holiday Bonus Fund moneys shall be paid to the employee by means of electronic transfer to the employee's bank account or by cash cheque or by Council cheque drawn in favour of the employee."

CHAPTER 2

5. CLAUSE 7: SPECIAL PROVISIONS IN RESPECT OF THE PROVIDENT FUND AND D.D.S.

Substitute the following for clause 7.2.5:

"7.2.5 Contributions:

As from the date of coming into operation of this Agreement, a weekly amount of R5,93 shall be deducted from the employees' contributions to the Provident Fund and a weekly amount of R5,93 from the employers' contributions to the Provident Fund and shall be diverted to the Death and Disability Scheme and the Provident Fund to make provision for the Death and Disability Scheme insurance premium and administration cost as well as the Provident Fund administration cost."

CHAPTER 3

6. NEGOTIATING AND INDUSTRY DISPUTE SETTLEMENT PROCEDURES

- (1) Insert the following new clause 1.6:

"1.6 Wage negotiations in respect of employees who are employed by employers who are members of the Curtain Makers' and Allied Products Association shall be conducted separately from wage negotiations of the Furniture, Bedding and Upholstery Sectors as and when agreed to by the parties concerned."

- (2) Insert the following new clause 9.10:

"9.10 Any attempt to resolve a dispute in accordance with clauses 1 to 9 of Chapter 3 of this Agreement, shall be executed strictly in accordance with the prevailing rules for the conduct of proceedings before the Commission for Conciliation, Mediation and Arbitration (CCMA) and in accordance with the Labour Relations Act, 1995, unless otherwise stipulated."

7. DISPUTE RESOLUTION PROCEDURE FOR THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF COLLECTIVE AGREEMENTS ENTERED INTO THROUGH THE FURNITURE AND BEDDING INDUSTRY BARGAINING COUNCIL

Insert the following new clause 8.9:

- "8.9 Any attempt to resolve a dispute in accordance with clauses 1 to 8 of Chapter 3 of this Agreement, shall be executed strictly in accordance with the prevailing rules for the conduct of proceedings before the Commission for Conciliation, Mediation and Arbitration (CCMA) and in accordance with the Labour Relations Act, 1995, unless otherwise stipulated."

CHAPTER 4

8. B. GRADING—CURTAINING SECTOR

Substitute the following for Chapter 4:

"B. GRADING—CURTAINING SECTOR

1. Unskilled employee

- (i) Cleans in factory, folds and packs away fabric and remnants.
- (ii) Makes teas, light lunches, cleans staff tea rooms.
- (iii) Pulls up curtain tapes to size and attaches hooks and trims to size.
- (iv) Uses an iron, steam-iron or presser and also cleans fabrics.
- (v) Loads and unloads goods.

2. Semi-skilled employee

- (i) Checks for flaws, calculates cutting sizes, makes tickets and cuts fabric.
- (ii) Prepares, covers and decorates pelmets.
- (iii) Machines frills, borders, piping, zips, swags and tails.
- (iv) Storeman.
- (v) Machines, joins patterned fabric attached tapes, marks and pleats headings.
- (vi) Joins and hems plain fabric, overlocks and blind stitches plain and patterned fabrics.
- (vii) Cuts fabric previously marked and marks and cuts lining.
- (viii) Measures, marks and trims curtains and other items to size and shapes.
- (ix) Drives a light delivery vehicle, but does not fit curtains.
- (x) Stitches by hand on any items, including pelmets.
- (xi) Fits products associated with window treatment under the supervision of a fitter and cuts and covers rails, rods and battons.
- (xii) Prepares pelmets under the supervision of a pelmet maker.

3. Skilled employee

- (i) Prepares patterns, marks and cuts swags and tails.
- (ii) Fits curtains and associated products.

Chargehand

Supervises sections of the curtain making process.

Foreman/Supervisor

Supervises the entire curtain-making process."

SCHEDULE 1

9. CLAUSE 1: HOLIDAY BONUS FUND

Substitute the following for clause 1:

"1. HOLIDAY BONUS FUND

The amount payable by the employer shall be calculated on the basis of the ordinary hours worked by the employee and on the basis of the hours which would ordinarily have been worked by the employee on paid public holidays and shall be determined as follows:

- 1.1 15% of the employee's ordinary weekly wages if the employee has lost 20 minutes or less of the full possible number of normal hours that the employee could have worked in any specific pay week.
- 1.2 10% of the employee's ordinary weekly wages if the employee has lost between 21 minutes and 60 minutes of the full possible number of normal hours that the employee could have worked in any specific pay week.
- 1.3 5% of the employee's ordinary weekly wages if the employee has lost more than sixty minutes of the full possible number of normal hours that the employee could have worked in any specific pay week.

- 1.4 15% of a foreman's specified minimum weekly wage for working employers.
- 1.5 No Holiday Bonus Fund contributions are payable on overtime wages/earnings. Overtime worked during any week shall be utilized to make up for any shortfall in ordinary hours and overtime shall be regarded as hours worked in excess of 44 hours per week.
- 1.6 Holiday Bonus Fund contributions are payable on all paid public holiday hours."

10. CLAUSE 4: SICK BENEFIT SOCIETY

Insert the following new clause 4.3:

- "4.3 Increases in employer and employee contributions to the Furnmed Sick Benefit Society and the NUFAWSA Sick Benefit Society shall be negotiated annually. An equal increase in contributions from both employer and employee shall be made to the Societies, which shall be deducted from the agreed wage increases."

11. CLAUSE 5: EXPENSES OF THE COUNCIL

Substitute the following for clause 5:

- "5. EXPENSES OF THE COUNCIL: These expenses shall be payable only when more than 16 hours per week have been worked and shall amount to R4,00 per week from the employee plus an equal amount from the employer.
- Expenses of the Council shall be increased annually by the average percentage of the Industry's wage increases."

12. CLAUSE 6: REGISTRATION FEE

Substitute the following for clause 6:

- "6. REGISTRATION FEE

Every employer who registers with the Council shall pay a registration fee of R250,00 per establishment upon registration."

SCHEDULE 2

10. SPECIFIED MINIMUM WEEKLY WAGE INCREASES AND MINIMUM WEEKLY WAGE RATES

Substitute the following for Schedule 2:

(1)

Sectors	Grades	Employee's Occupation Skills Level Code	Minimum weekly wage increases effective for parties as from 1 July 2004 and for non-parties on such date as may be fixed by the Minister of Labour, but not earlier than 1 July 2004	Minimum weekly wage rates effective for parties as from 1 July 2004 and for non-parties on such date as may be fixed by the Minister of Labour, but not earlier than 1 July 2004
Furniture, Bedding and upholstery	Unskilled employees (All unskilled employees employed in the Industry after 1 July 2001)	05	R22,50	R325,00
	Unskilled employees (All unskilled employees employed in the Industry after 1 July 2001)	05	R34,00	R325,00
	Semi-skilled employees	04	R36,50	R566,00
	Skilled employees	03	R40,00	R610,00
	Chargehands	02	R40,00	R660,00
	Foremen/Supervisors.....	01	R40,00	R660,00
Curtaining.....	Unskilled employees	05	R18,00	R325,00
	Semi-skilled employees	04	R30,00	R516,79
	Skilled employees	03	R34,50	R587,30
	Chargehands	02	R34,50	R645,25
	Foremen/Supervisors.....	01	R34,50	R645,25
Drivers.....	Subsistence allowance	04	n/a	R35,00 per night

(2) DETERMINATION OF MINIMUM WEEKLY WAGE INCREASES FOR THE PERIOD 1 JULY 2005 TO 30 JUNE 2006

Minimum weekly wage increases for the period 1 July to 30 June 2006 shall be determined as follows:

Unskilled employees — Employees' weekly wage rates shall be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2004 to 28 February 2005, as published in March 2005 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors.

Semi-skilled employees — Employees' weekly wage rates shall be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2004 to 28 February 2005, as published in March 2005 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors Plus R2,00 per week.

All other employees — Employees' weekly wage rates shall be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2004 to 28 February 2005, as published in March 2005 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors Plus R4,00 per week.

Should the past year's average (1 March 2004 to 28 February 2005) CPI-X published in March 2005 be more than the upper limit of 6% or less than the lower limit of 4%, the Council shall meet to reconsider annual weekly wage increases."

ANNEXURE A**11. CLAUSE 14: AUTHORISED DEDUCTIONS**

Substitute the following for clause 14:

"14. AUTHORISED DEDUCTIONS

The Employer shall make all wage deductions, including trade union subscriptions, from the employee's wages as prescribed by any Act or union constitutions and in terms of the Bargaining Council's Collective Agreement.

Employer and employee contributions that are payable to the Bargaining Council in terms of the Bargaining Council's Collective Agreement shall be recorded on the Council's prescribed monthly return form and shall clearly reflect that the employee is a "fixed-term contract worker".

Signed at Johannesburg this 14th day of June 2004.

E. NKOSI

Chairman

H.A. DE KLERK

Vice-Chairman

W.A. JANSE VAN RENSBURG

General Secretary

No. R. 806

9 July 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: REGISTRATION AND ADMINISTRATION EXPENSES 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 Notice No. R. 572 of 2 May 2003 with effect from 19 July 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 806

9 Julie 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWING**METAAL- EN INGENIEURSNIYWERHEDE BEDINGINGSRAAD: REGISTRASIE- EN ADMINISTRASIEFONDS KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewing No. R. 572 van 2 Mei 2003 in, met ingang van 19 Julie 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 807**9 July 2004**

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF REGISTRATION AND ADMINISTRATION EXPENSES RE-ENACTING AND AMENDING 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 Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 19 July 2004, and for the period ending 31 March 2005.

M. M. S. MDLADLANA
Minister of Labour

No. R. 807**9 Julie 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN REGISTRASIE EN ADMINISTRASIE-FONDS HERBEKRAFTIGINGS- EN WYSIGING 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 Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 19 Julie 2004, en vir die tydperk wat op 31 Maart 2005 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT**

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

Associated of Electric Cable Manufacturers of South Africa
Border Industrial Employers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Consolidated Association of Employers of Southern Africa Region (CAESAR)
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electric Engineering and Allied Industries' Association
Electronics and Telecommunications Industries' Association
Federated Employers' Organisation of South Africa (FEOSA)
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Iron and Steel Producer's Association of South Africa
KwaZulu-Natal Engineering Industries' Association
Lift Engineering Association of South Africa
Light Engineering Industries' Association of South Africa
Materials Handling Association
Non-ferrous Metal Industries' Association of South Africa
Plastic Converters' Association of South Africa
Plumbers, Engineers and Brassware Manufacturers' Association

Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries' Association of South Africa
Small Enterprise Employers of South Africa (SEESA)
SA Electroplating Industries' Association
SA Engineers' and Founders' Association
SA Fastener Manufacturers' Association (SAFMA)
SA Refrigeration and Air Conditioning Contractors' Association (SARACCA)
SA Pump Manufacturers' Association
SA Reinforced Concrete Engineers' Association (SARCEA)
SA Valve and Actuator Manufacturers' Association (SAVAMA)
SA Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa
Solidariteit/MWU - Solidarity/MWU
United Association of South Africa (UASA)
National Union of Metalworkers of South Africa (NUMSA)
SA Equity Workers' Association

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

PART 1: GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be the Magisterial Districts of those areas and/or Provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and the terms of this Agreement shall be observed—

- (a) throughout the Republic of South Africa;
- (b) by all the employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employer's organisations and the trade unions; respectively; and
- (c) for the purposes of clause 5 (3) (c) and of item (vi) of the definition of "employee" in clause 3, the employers and employees referred to therein.

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

- (a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
- (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of "Electrical Engineering Industry" in clause 3 of Part I of the Main Agreement published under Government Notice No. R. 404 of 31 March 1998, in the Provinces of the Cape of Good Hope and the Orange Free State;
- (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
- (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
- (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
- (f) the Locksmith Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;

- (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Province of the Cape of Good Hope and the Orange Free State;
 - (i) (i) the manufacturing by mass production methods from sheetmetal of a gauge not heavier than 2,108 mm of—
 - (aa) commercial, plain, or lithographed containers for the packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;
 - (ii) the manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container; and for the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packaging, transport or sale of products, and capable of being closed by means of a lid or a cap or any other type of closure; and
 - (j) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only in so far as such terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as such terms are not inconsistent with the provisions of that Act or any conditions fixed thereunder.
- (4) Class 1 (1) (b) and (2) and clause 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 March 2005.

3. SPECIAL PROVISIONS

The provisions contained in clause 8 of the Agreement published under Government Notice No. R572 of 2 May 2003 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7 and 9 to 10 of Parts 1 to IV of the Agreement published under Government Notice No. R572 of 2 May 2003 shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

- (1) Substitute the following for the existing definitions of "plastics":

"Plastics Industry" means any one of the group of materials which consists of or contain as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture have been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono and multifilament fibres and other activities falling under the scope of the National Textile Bargaining Council;".

- (2) Substitute the following for the existing definition of "Region C":

"Region C" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu-Natal Region), P.O. Box 5900, Durban, 4000, or 14th Floor, Mercury House, 320 Smith Street, Durban, 4001;".

- (3) Substitute the following for the existing definition of "Region E":

"Region E" means the Province of Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P.O. Box 3998, Johannesburg, 2000 or First Floor, Union Corporation Building, 77 Marshall Street, Johannesburg, 2001;".

PART II**6. CLAUSE 5: CONTRIBUTIONS**

Substitute the following for the existing clause:

- (1) The provisions of this clause shall apply in respect of all employees (as defined in clause 3 of the Former Agreement), except for the provisions of subclause (3) (a) and (b) below, in respect of which apprentices, preapprentices and learners shall be excluded.
- (2) Contributions shall be made by employers in the manner specified below.
- (3)
 - (a) From the earnings of every employee to whom this Agreement applies the employer shall, each week, including weeks on which the employee is absent on paid leave, deduct an amount of R1,10. The equivalent monthly payment is R4,77 per employee.
 - (b) To the amount deducted in terms of paragraph (a) hereof, the employer shall add an equal amount and forward the total sum to the Council each month.
 - (c) An amount of 36 cents shall be deducted from both employee and employer per week (including the employers and employees referred to in item (vi) of the definition of employee in clause 3, "definitions") in respect of a dispute resolution levy. The equivalent monthly is R1,56 per employee per month, with the employer contributing an equal amount.
- (4) In any establishment in which the total amount payable to the Council in terms of subclause (3) (a) and (b) hereof amounts to less than R110 per month, the employer shall make up the amount to R110 and forward the amount to the Council each month.
- (5)
 - (a) Every employer in regions A, B, C, D, E, and F shall forward the amounts payable each month in terms of subclause (3) hereof, subject to the minimum amount payable as specified in subclause (4), together with a statement in such form as may be specified from time to time, to reach the Metal Industries Benefit Fund Administrators (MIBFA), Second Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001, by no later than close of business on the 15th day of the subsequent month.
 - (b) The employer uses postal services, courier services or any other means of delivery or transfer at his own risk. The relevant postal address is P.O. Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries are to be directed to the Financial Manager at the above address or (011) 870-2000.
- (6) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, not later than the 15th day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in subclause (5) hereof, and shall record thereon the number of employees employed on Limited Duration Contracts of employment during the month to which the statement applies.
- (7)
 - (a) For the purposes of this subclause "the Act" means the Usury Act, 1968.
 - (b) If any amount that falls due in terms of this clause is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:
 - (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 15th day until the full amount is received by the Council.
 - (ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rates as if the amount outstanding were a credit transaction as defined in the Act. For purposes of calculating the interest, the provisions of section 2 (2) of the Act shall, *mutatis mutandis*, apply.
 - (iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest that accrues in terms of this subclause.
 - (iv) In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.
 - (v) In addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act that are relevant for the purposes of calculating any interest payable by the employer in terms of this sub-section shall, *mutatis mutandis*, apply for these purposes."

Signed at Johannesburg for and on behalf of the parties this 26th day of May 2004.

D. A. CARSON

Member

L. MTHIYANE

Member

A. SMITH

Chief Executive Officer

**DEPARTMENT OF MINERALS AND ENERGY
DEPARTEMENT VAN MINERALE EN ENERGIE**

No. R. 801

9 July 2004

MINES AND WORKS ACT, 1956 (ACT No 27 of 1956)

DECLARATION OF WORK IN THE NATIONAL INTEREST

Under section 9 (1) of the Mines and Works Act, 1956 (Act No 27 of 1956), I Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby declare that in my opinion the performance on Sundays of work, the details of which appear in the Schedule, is necessary in the national interest for a period of two years from 27 July 2003.

MS P MLAMBO-NGCUKA

MINISTER OF MINERALS AND ENERGY

SCHEDULE

Description of work

General mining operations

Description of Mine

The mine known as Alexkor Limited, situated in the Magisterial District of Port Nolloth, Northern Cape Province and being worked by Alexkor Limited, Private Bag X 5, Alexander Bay, 8290.

No. R. 802

9 July 2004

**MINES AND WORKS ACT, 1956
(ACT No 27 OF 1956)**

DECLARATIONS OF WORK IN NATIONAL INTEREST

Under section 9(1)(f) of the Mines and Works Act, 1956 (Act no. 27 of 1956) I, Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby declare that, in my opinion the conducting of normal mining operations on Sundays at G & W Base and Industrial Minerals (Pty) Ltd: Koppies Bentonite Mines and Plant situated in the Magisterial District of Koppies in the Free State Province, is necessary in the National Interest from 23 May 2004 for a period of one year.

P MLAMBO-NGCUKA
MINISTER : MINERALS AND ENERGY

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