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**No. 26725**



**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

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**RECTIFICATION**

Notice is hereby given that the **regulation number** in the preamble of *Government Gazette* No. 26594 of 20 July 2004, was incorrectly published. The number should read as follows: **Regulation Gazette No. 8043.**

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**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID****No. R. 1013****3 September 2004**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE):  
RENEWAL OF MAIN COLLECTIVE AGREEMENT**

I, Thembinkosi Mkalipi, Executive Manager: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (ii) of the Labour Relations Act, 1995, declare the provisions of Government Notice Nos. R. 936 of 6 August 1999, R. 781 of 11 August 2000, R. 297 of 6 April 2001, R. 162 of 15 February 2002 and R. 927 of 27 June 2003, to be effective from the date of publication of this notice and for the period ending 31 October 2004.

**T. MKALIPI****Executive Manager: Collective Bargaining****No. R. 1013****3 September 2004**

WET OP ARBEIDSVIRHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP):  
HERNUWING VAN HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Thembinkosi Mkalipi, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32 (6) (a) (ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewing Nos. R. 936 van 6 Augustus 1999, R. 781 van 11 Augustus 2000, R. 297 van 6 April 2001, R. 162 van 15 Februarie 2002 en R. 927 van 27 Junie 2003, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 2004 eindig.

**T. MKALIPI****Uitvoerende Bestuurder: Kollektiewe Bedinging****No. R. 1014****3 September 2004**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY: EXTENSION OF AMENDMENT OF  
ELECTRICAL INSTALLATION SECTION 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 Amending Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Building Industry, Kimberley, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Amending Agreement, shall be binding on the other employers and employees in that Industry with effect from 13 September 2004, and for the period ending 30 April 2006.

**M. M. S. MDLADLANA****Minister of Labour**

No. R. 1014

3 September 2004

## WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE BOUNYWERHEID, KIMBERLEY: UITBREIDING VAN WYSIGING VAN ELEKTRIESE INSTALLASIESEKSIE 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 Wysigingsooreenkoms wat in die Engelse Bylae hierby verskyn en wat in die Bediningsraad vir die Bounywerheid, Kimberley aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Wysigingsooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 13 September 2004, en vir die tydperk wat op 30 April 2006 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**SCHEDULE****BARGAINING COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY****COLLECTIVE AGREEMENT**

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

**Northern Cape Master Builders' and Allied Trades Association**

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

**Amalgamated Union of Building Trade Workers of South-Africa**

(hereinafter referred to as the "employees" or the "trade union") on the other part being parties to the Bargaining Council for the Building Industry, Kimberley, to amend the Agreement published under Government Notice No. R. 1090 of 30 August 2002 as amended by Government Notice No. R. 1564 of 31 October 2003.

**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed in the Electrical Installation Section of the Building Industry—
  - (a) by the employers and employees who are members of the employers' organisation and the trade union, respectively;
  - (b) in an area bounded by and included in a radius of 15 kilometres of the General Post Office, Kimberley, in the Magisterial District of Kimberley, but excluding those portions of the Province of the Free-State which fall within the set radius of 15 kilometers.
- (2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to—
  - (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any contract entered into or any conditions fixed there under;
  - (b) trainees under the Manpower Training Act, 1981, and the Skills Development Act, 1998, only in so far as they are not inconsistent with the provisions of those Acts or any conditions fixed there under;
  - (c) labour-only contractors, working partners and working directors, principals and contractors.
- (3) Notwithstanding the provisions of sub-clause (1) (a), 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 the completion of their academic training;
  - (c) non-parties in respect of clauses 1 (1) (a) of this Agreement.

**2. CLAUSE 21: MINIMUM WAGES**

Substitute the following for sub-clauses (1) and (2):

"(1) No employer shall pay and no employee shall accept wages at rates lower than the following.

SCHEDULE		
		Wage per hour
		Area
	Kimberley	Kimberley

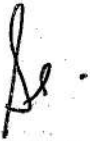
	With effect from the coming into operation of this Agreement	With effect from 1 January 2005
Category of employee	R	R
(a) General Worker .....	5,65	6,07
(b) Artisans who are the holders of a Certificate of Registration issued in terms of the Occupational Health & Safety Act, 85 of 1993 .....	14,39	15,46
(c) Artisans without any Certificate of Registration .....	11,93	12,82

- (2) **Dangerous Work:** In addition to the wages prescribed, an employer shall pay his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which the employer is engaged in the performance of dangerous work".

### 3. APPENDIXES

Substitute the following Appendix A and B (Artisans with a Certificate Artisans without a Certificate); Appendix A and B (General Workers).

Signed at Kimberley on behalf of the parties on this 4th day of November 2003.



V. N. SMAILES

Chairman



M. S. TOFFAR

V/Chairman



P. R. SERFONTEIN

Secretary



KIMBERLEY															
GENERAL WORKERS				EMPLOYER'S CONTRIBUTION					EMPLOYEE'S CONTRIBUTION						
				APPENDIX A					APPENDIX B						
Wage Band	Min/Max Tariff per hour		G Cash Bonus	A Holiday Fund	B Pens Fund	C Ben. Fund	D ICBI Levy	F EMPLOY TOTAL	B Pens Fund	C Ben. Fund	D ICBI Levy	E Sav.	F WORKERS TOTAL	Cash Bonus Included	Stamp
G/W	1	5.65	0.36	20.97	18.93	6.44	1.75	48.09	18.93	6.44	1.75	4.00	31.12	239.33	79.21
	2	5.66 5.75	0.36	21.32	19.25	6.44	1.75	48.76	19.25	6.44	1.75	4.00	31.44	243.51	80.20
	3	5.76 5.85	0.37	21.71	19.59	6.44	1.75	49.49	19.59	6.44	1.75	4.00	31.78	248.12	81.27
	4	5.86 5.95	0.37	22.06	19.91	6.44	1.75	50.16	19.91	6.44	1.75	4.00	32.10	252.30	82.26
	5	5.96 6.05	0.38	22.44	20.25	6.44	1.75	50.88	20.25	6.44	1.75	4.00	32.44	256.91	83.32
	6	6.06 6.15	0.39	22.82	20.60	6.44	1.75	51.61	20.60	6.44	1.75	4.00	32.79	261.51	84.40
	7	6.16 6.25	0.39	23.17	20.92	6.44	1.75	52.28	20.92	6.44	1.75	4.00	33.11	265.69	85.39
	8	6.26 6.35	0.40	23.56	21.26	6.44	1.75	53.01	21.26	6.44	1.75	4.00	33.45	270.30	86.46
	9	6.36 6.45	0.41	23.94	21.61	6.44	1.75	53.74	21.61	6.44	1.75	4.00	33.80	274.90	87.54
	10	6.46 6.55	0.41	24.29	21.92	6.44	1.75	54.40	21.92	6.44	1.75	4.00	34.11	279.09	88.51
	11	6.56 6.65	0.42	24.67	22.27	6.44	1.75	55.13	22.27	6.44	1.75	4.00	34.46	283.69	89.59
	12	6.66 6.75	0.42	25.02	22.59	6.44	1.75	55.80	22.59	6.44	1.75	4.00	34.78	287.87	90.58
	13	6.76 6.85	0.43	25.41	22.93	6.44	1.75	56.53	22.93	6.44	1.75	4.00	35.12	292.48	91.65
	14	6.86 6.95	0.44	25.79	23.28	6.44	1.75	57.26	23.28	6.44	1.75	4.00	35.47	297.08	92.73
	15	6.96 7.05	0.44	26.14	23.59	6.44	1.75	57.92	23.59	6.44	1.75	4.00	35.78	301.27	93.70
	16	7.06 7.15	0.45	26.52	23.94	6.44	1.75	58.65	23.94	6.44	1.75	4.00	36.13	305.87	94.78
	17	7.16 7.25	0.46	26.91	24.29	6.44	1.75	59.39	24.29	6.44	1.75	4.00	36.48	310.47	95.87
	18	7.26 7.35	0.46	27.26	24.60	6.44	1.75	60.05	24.60	6.44	1.75	4.00	36.79	314.66	96.84
	19	7.36 7.45	0.47	27.64	24.95	6.44	1.75	60.78	24.95	6.44	1.75	4.00	37.14	319.26	97.92
	20	7.46 7.55	0.47	27.99	25.26	6.44	1.75	61.44	25.26	6.44	1.75	4.00	37.45	323.45	98.89
	21	7.56 7.65	0.48	28.37	25.61	6.44	1.75	62.17	25.61	6.44	1.75	4.00	37.80	328.05	99.97
	22	7.66 7.75	0.49	28.76	25.96	6.44	1.75	62.91	25.96	6.44	1.75	4.00	38.15	332.65	101.06
	23	7.76 7.85	0.49	29.10	26.27	6.44	1.75	63.56	26.27	6.44	1.75	4.00	38.46	336.84	102.02
	24	7.86 7.95	0.50	29.49	26.62	6.44	1.75	64.30	26.62	6.44	1.75	4.00	38.81	341.44	103.11
	25	7.96 8.05	0.51	29.87	26.96	6.44	1.75	65.02	26.96	6.44	1.75	4.00	39.15	346.05	104.17
	26	8.06 8.15	0.51	30.22	27.28	6.44	1.75	65.69	27.28	6.44	1.75	4.00	39.47	350.23	105.16
	27	8.16 8.25	0.52	30.61	27.63	6.44	1.75	66.43	27.63	6.44	1.75	4.00	39.82	354.83	106.25
	28	8.26 8.35	0.53	30.99	27.97	6.44	1.75	67.15	27.97	6.44	1.75	4.00	40.16	359.44	107.31
	29	8.36 8.45	0.53	31.34	28.29	6.44	1.75	67.82	28.29	6.44	1.75	4.00	40.48	363.62	108.30
	30	8.46 8.55	0.54	31.72	28.63	6.44	1.75	68.54	28.63	6.44	1.75	4.00	40.82	368.23	109.36
	31	8.56 8.65	0.54	32.07	28.95	6.44	1.75	69.21	28.95	6.44	1.75	4.00	41.14	372.41	110.35
	32	8.66 8.75	0.55	32.46	29.30	6.44	1.75	69.95	29.30	6.44	1.75	4.00	41.49	377.01	111.44
	33	8.76 8.85	0.56	32.84	29.64	6.44	1.75	70.67	29.64	6.44	1.75	4.00	41.83	381.62	112.50
	34	8.86 8.95	0.56	33.19	29.96	6.44	1.75	71.34	29.96	6.44	1.75	4.00	42.15	385.80	113.49
	35	8.96 9.05	0.57	33.57	30.30	6.44	1.75	72.06	30.30	6.44	1.75	4.00	42.49	390.41	114.55
	36	9.06 9.15	0.58	33.96	30.65	6.44	1.75	72.80	30.65	6.44	1.75	4.00	42.84	395.01	115.64
	37	9.16 9.25	0.58	34.30	30.96	6.44	1.75	73.45	30.96	6.44	1.75	4.00	43.15	399.20	116.60
	38	9.26 9.35	0.59	34.69	31.31	6.44	1.75	74.19	31.31	6.44	1.75	4.00	43.50	403.80	117.69
	39	9.36 9.45	0.59	35.04	31.63	6.44	1.75	74.86	31.63	6.44	1.75	4.00	43.82	407.98	118.68
	40	9.46 9.55	0.60	35.42	31.97	6.44	1.75	75.58	31.97	6.44	1.75	4.00	44.16	412.59	119.74
	41	9.56 9.65	0.61	35.81	32.32	6.44	1.75	76.32	32.32	6.44	1.75	4.00	44.51	417.19	120.83
	42	9.66 9.75	0.61	36.15	32.63	6.44	1.75	76.97	32.63	6.44	1.75	4.00	44.82	421.38	121.79
	43	9.76 9.85	0.62	36.54	32.98	6.44	1.75	77.71	32.98	6.44	1.75	4.00	45.17	425.98	122.88
	44	9.86 9.95	0.63	36.92	33.33	6.44	1.75	78.44	33.33	6.44	1.75	4.00	45.52	430.58	123.96
	45	9.96 10.05	0.63	37.27	33.64	6.44	1.75	79.10	33.64	6.44	1.75	4.00	45.83	434.77	124.93
	46	10.06 10.15	0.64	37.65	33.99	6.44	1.75	79.83	33.99	6.44	1.75	4.00	46.18	439.37	126.01
	47	10.16 10.25	0.64	38.00	34.30	6.44	1.75	80.49	34.30	6.44	1.75	4.00	46.49	443.56	126.98
	48	10.26 10.35	0.65	38.39	34.65	6.44	1.75	81.23	34.65	6.44	1.75	4.00	46.84	448.16	128.07
	49	10.36 10.45	0.66	38.77	35.00	6.44	1.75	81.96	35.00	6.44	1.75	4.00	47.19	452.76	129.15
	50	10.46 10.55	0.66	39.12	35.31	6.44	1.75	82.62	35.31	6.44	1.75	4.00	47.50	456.95	130.12

Chairman

VN SMAILES

V/Chairman

MS TOFFAR

Secretary

PR SERFONTEIN

KIMBERLEY															
ARTISANS				APPENDIX A					APPENDIX B						
				EMPLOYERS CONTRIBUTION					EMPLOYEES CONTRIBUTION						
Wage Band	Min/Max tariff per hour		Cash Bonus G	Holiday Fund A	Pens Fund B	Ben Fund C	ICBI Levy D	EMPLOY TOTAL F	Pens Fund B	Ben Fund C	ICBI Levy D	Saving E	WORKER TOTAL F	Cash Bonus Include	Stamp
Without Certificate															
ART 1		11.93	0.79	44.39	40.07	17.20	1.89	103.55	40.07	17.20	1.89	4.00	63.16	509.24	166.71
2	11.94	12.03	0.80	44.77	40.41	17.20	1.89	104.27	40.41	17.20	1.89	4.00	63.50	513.85	167.77
3	12.04	12.13	0.80	45.12	40.73	17.20	1.89	104.94	40.73	17.20	1.89	4.00	63.82	518.03	168.76
4	12.14	12.23	0.81	45.51	41.08	17.20	1.89	105.68	41.08	17.20	1.89	4.00	64.17	522.63	169.85
5	12.24	12.33	0.82	45.89	41.42	17.20	1.89	106.40	41.42	17.20	1.89	4.00	64.51	527.24	170.91
6	12.34	12.43	0.82	46.24	41.74	17.20	1.89	107.07	41.74	17.20	1.89	4.00	64.83	531.42	171.90
7	12.44	12.53	0.83	46.62	42.08	17.20	1.89	107.79	42.08	17.20	1.89	4.00	65.17	536.03	172.96
8	12.54	12.63	0.83	46.97	42.40	17.20	1.89	108.46	42.40	17.20	1.89	4.00	65.49	540.21	173.95
9	12.64	12.73	0.84	47.36	42.75	17.20	1.89	109.20	42.75	17.20	1.89	4.00	65.84	544.81	175.04
10	12.74	12.83	0.85	47.74	43.09	17.20	1.89	109.92	43.09	17.20	1.89	4.00	66.18	549.42	176.10
11	12.84	12.93	0.85	48.09	43.41	17.20	1.89	110.59	43.41	17.20	1.89	4.00	66.50	553.60	177.09
12	12.94	13.03	0.86	48.47	43.75	17.20	1.89	111.31	43.75	17.20	1.89	4.00	66.84	558.21	178.15
13	13.04	13.13	0.87	48.86	44.10	17.20	1.89	112.05	44.10	17.20	1.89	4.00	67.19	562.81	179.24
14	13.14	13.23	0.87	49.21	44.42	17.20	1.89	112.72	44.42	17.20	1.89	4.00	67.51	566.99	180.23
15	13.24	13.33	0.88	49.59	44.76	17.20	1.89	113.44	44.76	17.20	1.89	4.00	67.85	571.60	181.29
16	13.34	13.43	0.89	49.97	45.11	17.20	1.89	114.17	45.11	17.20	1.89	4.00	68.20	576.20	182.37
17	13.44	13.53	0.89	50.32	45.42	17.20	1.89	114.83	45.42	17.20	1.89	4.00	68.51	580.39	183.34
18	13.54	13.63	0.90	50.71	45.77	17.20	1.89	115.57	45.77	17.20	1.89	4.00	68.86	584.99	184.43
19	13.64	13.73	0.91	51.09	46.12	17.20	1.89	116.30	46.12	17.20	1.89	4.00	69.21	589.59	185.51
20	13.74	13.83	0.91	51.44	46.43	17.20	1.89	116.96	46.43	17.20	1.89	4.00	69.52	593.78	186.48
21	13.84	13.93	0.92	51.82	46.78	17.20	1.89	117.69	46.78	17.20	1.89	4.00	69.87	598.38	187.56
22	13.94	14.03	0.93	52.21	47.12	17.20	1.89	118.42	47.12	17.20	1.89	4.00	70.21	602.99	188.63
23	14.04	14.13	0.93	52.56	47.44	17.20	1.89	119.09	47.44	17.20	1.89	4.00	70.53	607.17	189.62
24	14.14	14.23	0.94	52.94	47.79	17.20	1.89	119.82	47.79	17.20	1.89	4.00	70.88	611.77	190.70
25	14.24	14.33	0.95	53.32	48.13	17.20	1.89	120.54	48.13	17.20	1.89	4.00	71.22	616.38	191.76
With Certificate															
26	14.34	14.43	0.95	53.67	48.45	17.20	1.89	121.21	48.45	17.20	1.89	4.00	71.54	620.56	192.75
27	14.44	14.53	0.96	54.06	48.79	17.20	1.89	121.94	48.79	17.20	1.89	4.00	71.88	625.17	193.82
28	14.54	14.63	0.97	54.44	49.14	17.20	1.89	122.67	49.14	17.20	1.89	4.00	72.23	629.77	194.90
29	14.64	14.73	0.97	54.79	49.46	17.20	1.89	123.34	49.46	17.20	1.89	4.00	72.55	633.95	195.89
30	14.74	14.83	0.98	55.17	49.80	17.20	1.89	124.06	49.80	17.20	1.89	4.00	72.89	638.56	196.95
31	14.84	14.93	0.99	55.56	50.15	17.20	1.89	124.80	50.15	17.20	1.89	4.00	73.24	643.16	198.04
32	14.94	15.03	0.99	55.91	50.46	17.20	1.89	125.46	50.46	17.20	1.89	4.00	73.55	647.35	199.01
33	15.04	15.13	1.00	56.29	50.81	17.20	1.89	126.19	50.81	17.20	1.89	4.00	73.90	651.95	200.09
34	15.14	15.23	1.01	56.67	51.16	17.20	1.89	126.92	51.16	17.20	1.89	4.00	74.25	656.55	201.17
35	15.24	15.33	1.01	57.02	51.47	17.20	1.89	127.58	51.47	17.20	1.89	4.00	74.56	660.74	202.14
36	15.34	15.43	1.02	57.41	51.82	17.20	1.89	128.32	51.82	17.20	1.89	4.00	74.91	665.34	203.23
37	15.44	15.53	1.03	57.79	52.16	17.20	1.89	129.04	52.16	17.20	1.89	4.00	75.25	669.95	204.29
38	15.54	15.63	1.03	58.14	52.48	17.20	1.89	129.71	52.48	17.20	1.89	4.00	75.57	674.13	205.28
39	15.64	15.73	1.04	58.52	52.83	17.20	1.89	130.44	52.83	17.20	1.89	4.00	75.92	678.73	206.36
40	15.74	15.83	1.05	58.91	53.17	17.20	1.89	131.17	53.17	17.20	1.89	4.00	76.26	683.34	207.43
41	15.84	15.93	1.05	59.26	53.49	17.20	1.89	131.84	53.49	17.20	1.89	4.00	76.58	687.52	208.42
42	15.94	16.03	1.06	59.64	53.83	17.20	1.89	132.56	53.83	17.20	1.89	4.00	76.92	692.13	209.48
43	16.04	16.13	1.07	60.02	54.18	17.20	1.89	133.29	54.18	17.20	1.89	4.00	77.27	696.73	210.56
44	16.14	16.23	1.07	60.37	54.50	17.20	1.89	133.96	54.50	17.20	1.89	4.00	77.59	700.91	211.55
45	16.24	16.33	1.08	60.76	54.84	17.20	1.89	134.69	54.84	17.20	1.89	4.00	77.93	705.52	212.62
46	16.34	16.43	1.09	61.14	55.19	17.20	1.89	135.42	55.19	17.20	1.89	4.00	78.28	710.12	213.70
47	16.44	16.53	1.09	61.49	55.50	17.20	1.89	136.08	55.50	17.20	1.89	4.00	78.59	714.31	214.67
48	16.54	16.63	1.10	61.87	55.85	17.20	1.89	136.81	55.85	17.20	1.89	4.00	78.94	718.91	215.75
49	16.64	16.73	1.11	62.26	56.20	17.20	1.89	137.55	56.20	17.20	1.89	4.00	79.29	723.51	216.84
50	16.74	16.83	1.11	62.61	56.51	17.20	1.89	138.21	56.51	17.20	1.89	4.00	79.60	727.70	217.81

Chairman VN SMAILES

V/Chairman MS TOFFAR

Secretary PR SERFONTEIN

KIMBERLEY - Wage increase as from 01/01/2005																
GENERAL WORKERS				EMPLOYER'S CONTRIBUTION					EMPLOYEE'S CONTRIBUTION							
				APPENDIX A					APPENDIX B							
Wage Band	Min/Max Tariff per hour	G Cash Bonus	A Holiday Fund	B Pens Fund	C Ben. Fund	D ICB Levy	F EMPLOY TOTAL	B Pens Fund	C Ben. Fund	D ICB Levy	E Sav.	F WORKERS TOTAL	Cash Bonus Included	Stamp		
G/W 1	1	6.07	0.38	22.51	20.32	6.92	1.75	51.50	20.32	6.92	1.75	4.00	32.99	257.26	84.49	
	2	6.08	6.17	0.39	22.89	20.66	6.92	1.75	52.22	20.66	6.92	1.75	4.00	33.33	261.87	85.55
	3	6.18	6.27	0.39	23.24	20.98	6.92	1.75	52.89	20.98	6.92	1.75	4.00	33.65	266.05	86.54
	4	6.28	6.37	0.40	23.63	21.33	6.92	1.75	53.63	21.33	6.92	1.75	4.00	34.00	270.65	87.63
	5	6.38	6.47	0.41	24.01	21.67	6.92	1.75	54.35	21.67	6.92	1.75	4.00	34.34	275.26	88.69
	6	6.48	6.57	0.41	24.36	21.99	6.92	1.75	55.02	21.99	6.92	1.75	4.00	34.66	279.44	89.68
	7	6.58	6.67	0.42	24.74	22.33	6.92	1.75	55.74	22.33	6.92	1.75	4.00	35.00	284.05	90.74
	8	6.68	6.77	0.43	25.13	22.68	6.92	1.75	56.48	22.68	6.92	1.75	4.00	35.35	288.65	91.83
	9	6.78	6.87	0.43	25.48	23.00	6.92	1.75	57.15	23.00	6.92	1.75	4.00	35.67	292.83	92.82
	10	6.88	6.97	0.44	25.86	23.34	6.92	1.75	57.87	23.34	6.92	1.75	4.00	36.01	297.44	93.88
	11	6.98	7.07	0.44	26.21	23.66	6.92	1.75	58.54	23.66	6.92	1.75	4.00	36.33	301.62	94.87
	12	7.08	7.17	0.45	26.59	24.00	6.92	1.75	59.26	24.00	6.92	1.75	4.00	36.67	306.23	95.93
	13	7.18	7.27	0.46	26.98	24.35	6.92	1.75	60.00	24.35	6.92	1.75	4.00	37.02	310.83	97.02
	14	7.28	7.37	0.46	27.33	24.66	6.92	1.75	60.66	24.66	6.92	1.75	4.00	37.33	315.02	97.99
	15	7.38	7.47	0.47	27.71	25.01	6.92	1.75	61.39	25.01	6.92	1.75	4.00	37.68	319.62	99.07
	16	7.48	7.57	0.48	28.09	25.36	6.92	1.75	62.12	25.36	6.92	1.75	4.00	38.03	324.22	100.15
	17	7.58	7.67	0.48	28.44	25.67	6.92	1.75	62.78	25.67	6.92	1.75	4.00	38.34	328.41	101.12
	18	7.68	7.77	0.49	28.83	26.02	6.92	1.75	63.52	26.02	6.92	1.75	4.00	38.69	333.01	102.21
	19	7.78	7.87	0.50	29.21	26.37	6.92	1.75	64.25	26.37	6.92	1.75	4.00	39.04	337.61	103.29
	20	7.88	7.97	0.50	29.56	26.68	6.92	1.75	64.91	26.68	6.92	1.75	4.00	39.35	341.80	104.26
	21	7.98	8.07	0.51	29.94	27.03	6.92	1.75	65.64	27.03	6.92	1.75	4.00	39.70	346.40	105.34
	22	8.08	8.17	0.51	30.29	27.34	6.92	1.75	66.30	27.34	6.92	1.75	4.00	40.01	350.59	106.31
	23	8.18	8.27	0.52	30.68	27.69	6.92	1.75	67.04	27.69	6.92	1.75	4.00	40.36	355.19	107.40
	24	8.28	8.37	0.53	31.06	28.04	6.92	1.75	67.77	28.04	6.92	1.75	4.00	40.71	359.79	108.48
	25	8.38	8.47	0.53	31.41	28.35	6.92	1.75	68.43	28.35	6.92	1.75	4.00	41.02	363.98	109.45
	26	8.48	8.57	0.54	31.79	28.70	6.92	1.75	69.16	28.70	6.92	1.75	4.00	41.37	368.58	110.53
	27	8.58	8.67	0.55	32.18	29.04	6.92	1.75	69.89	29.04	6.92	1.75	4.00	41.71	373.19	111.60
	28	8.68	8.77	0.55	32.52	29.36	6.92	1.75	70.55	29.36	6.92	1.75	4.00	42.03	377.37	112.58
	29	8.78	8.87	0.56	32.91	29.70	6.92	1.75	71.28	29.70	6.92	1.75	4.00	42.37	381.98	113.65
	30	8.88	8.97	0.56	33.26	30.02	6.92	1.75	71.95	30.02	6.92	1.75	4.00	42.69	386.16	114.64
	31	8.98	9.07	0.57	33.64	30.37	6.92	1.75	72.68	30.37	6.92	1.75	4.00	43.04	390.76	115.72
	32	9.08	9.17	0.58	34.03	30.71	6.92	1.75	73.41	30.71	6.92	1.75	4.00	43.38	395.37	116.79
	33	9.18	9.27	0.58	34.37	31.03	6.92	1.75	74.07	31.03	6.92	1.75	4.00	43.70	399.55	117.77
	34	9.28	9.37	0.59	34.76	31.37	6.92	1.75	74.80	31.37	6.92	1.75	4.00	44.04	404.16	118.84
	35	9.38	9.47	0.60	35.14	31.72	6.92	1.75	75.53	31.72	6.92	1.75	4.00	44.39	408.76	119.92
	36	9.48	9.57	0.60	35.49	32.04	6.92	1.75	76.20	32.04	6.92	1.75	4.00	44.71	412.94	120.91
	37	9.58	9.67	0.61	35.88	32.38	6.92	1.75	76.93	32.38	6.92	1.75	4.00	45.05	417.55	121.98
	38	9.68	9.77	0.61	36.22	32.70	6.92	1.75	77.59	32.70	6.92	1.75	4.00	45.37	421.73	122.96
	39	9.78	9.87	0.62	36.61	33.04	6.92	1.75	78.32	33.04	6.92	1.75	4.00	45.71	426.34	124.03
	40	9.88	9.97	0.63	36.99	33.39	6.92	1.75	79.05	33.39	6.92	1.75	4.00	46.06	430.94	125.11
	41	9.98	10.07	0.63	37.34	33.71	6.92	1.75	79.72	33.71	6.92	1.75	4.00	46.38	435.12	126.10
	42	10.08	10.17	0.64	37.72	34.05	6.92	1.75	80.44	34.05	6.92	1.75	4.00	46.72	439.73	127.16
	43	10.18	10.27	0.65	38.11	34.40	6.92	1.75	81.18	34.40	6.92	1.75	4.00	47.07	444.33	128.25
	44	10.28	10.37	0.65	38.46	34.71	6.92	1.75	81.84	34.71	6.92	1.75	4.00	47.38	448.52	129.22
	45	10.38	10.47	0.66	38.84	35.06	6.92	1.75	82.57	35.06	6.92	1.75	4.00	47.73	453.12	130.30
	46	10.48	10.57	0.66	39.19	35.37	6.92	1.75	83.23	35.37	6.92	1.75	4.00	48.04	457.31	131.27
	47	10.58	10.67	0.67	39.57	35.72	6.92	1.75	83.96	35.72	6.92	1.75	4.00	48.39	461.91	132.35
	48	10.68	10.77	0.68	39.96	36.07	6.92	1.75	84.70	36.07	6.92	1.75	4.00	48.74	466.51	133.44
	49	10.78	10.87	0.68	40.31	36.38	6.92	1.75	85.36	36.38	6.92	1.75	4.00	49.05	470.70	134.41
	50	10.88	10.97	0.69	40.69	36.73	6.92	1.75	86.09	36.73	6.92	1.75	4.00	49.40	475.30	135.49

Chairman VN SMAILES

V/Chairman MS TOFFAR

Secretary PR SERFONTEIN



KIMBERLEY - Wage increase as from 01/01/2005															
ARTISANS				APPENDIX A EMPLOYERS CONTRIBUTION					APPENDIX B EMPLOYEES CONTRIBUTION						
Wage Band	Min/Max tariff per hour	Cash Bonus G	Holiday Fund A	Pens Fund B	Ben Fund C	ICBI Levy D	EMPLOY TOTAL F	Pens Fund B	Ben Fund C	ICBI Levy D	Saving E	WORKER TOTAL F	Cash Bonus Include	Stamp	
Without Certificate															
ART 1		12.82	0.85	47.71	43.06	18.49	2.03	111.29	43.06	18.49	2.03	4.00	67.58	547.57	178.87
2	12.83	12.92	0.85	48.05	43.38	18.49	2.03	111.95	43.38	18.49	2.03	4.00	67.90	551.75	179.85
3	12.93	13.02	0.86	48.44	43.72	18.49	2.03	112.68	43.72	18.49	2.03	4.00	68.24	556.36	180.92
4	13.03	13.12	0.87	48.82	44.07	18.49	2.03	113.41	44.07	18.49	2.03	4.00	68.59	560.96	182.00
5	13.13	13.22	0.87	49.17	44.38	18.49	2.03	114.07	44.38	18.49	2.03	4.00	68.90	565.15	182.97
6	13.23	13.32	0.88	49.56	44.73	18.49	2.03	114.81	44.73	18.49	2.03	4.00	69.25	569.75	184.06
7	13.33	13.42	0.89	49.94	45.08	18.49	2.03	115.54	45.08	18.49	2.03	4.00	69.60	574.35	185.14
8	13.43	13.52	0.89	50.29	45.39	18.49	2.03	116.20	45.39	18.49	2.03	4.00	69.91	578.54	186.11
9	13.53	13.62	0.90	50.67	45.74	18.49	2.03	116.93	45.74	18.49	2.03	4.00	70.26	583.14	187.19
10	13.63	13.72	0.91	51.06	46.08	18.49	2.03	117.66	46.08	18.49	2.03	4.00	70.60	587.75	188.26
11	13.73	13.82	0.91	51.40	46.40	18.49	2.03	118.32	46.40	18.49	2.03	4.00	70.92	591.93	189.24
12	13.83	13.92	0.92	51.79	46.75	18.49	2.03	119.06	46.75	18.49	2.03	4.00	71.27	596.53	190.33
13	13.93	14.02	0.93	52.17	47.09	18.49	2.03	119.78	47.09	18.49	2.03	4.00	71.61	601.14	191.39
14	14.03	14.12	0.93	52.52	47.41	18.49	2.03	120.45	47.41	18.49	2.03	4.00	71.93	605.32	192.38
15	14.13	14.22	0.94	52.91	47.75	18.49	2.03	121.18	47.75	18.49	2.03	4.00	72.27	609.93	193.45
16	14.23	14.32	0.95	53.29	48.10	18.49	2.03	121.91	48.10	18.49	2.03	4.00	72.62	614.53	194.53
17	14.33	14.42	0.95	53.64	48.42	18.49	2.03	122.58	48.42	18.49	2.03	4.00	72.94	618.71	195.52
18	14.43	14.52	0.96	54.02	48.76	18.49	2.03	123.30	48.76	18.49	2.03	4.00	73.28	623.32	196.58
19	14.53	14.62	0.97	54.41	49.11	18.49	2.03	124.04	49.11	18.49	2.03	4.00	73.63	627.92	197.67
20	14.63	14.72	0.97	54.75	49.42	18.49	2.03	124.69	49.42	18.49	2.03	4.00	73.94	632.11	198.63
21	14.73	14.82	0.98	55.14	49.77	18.49	2.03	125.43	49.77	18.49	2.03	4.00	74.29	636.71	199.72
22	14.83	14.92	0.99	55.52	50.12	18.49	2.03	126.16	50.12	18.49	2.03	4.00	74.64	641.31	200.80
23	14.93	15.02	0.99	55.87	50.43	18.49	2.03	126.82	50.43	18.49	2.03	4.00	74.95	645.50	201.77
24	15.03	15.12	1.00	56.26	50.78	18.49	2.03	127.56	50.78	18.49	2.03	4.00	75.30	650.10	202.86
25	15.13	15.22	1.01	56.64	51.12	18.49	2.03	128.28	51.12	18.49	2.03	4.00	75.64	654.71	203.92
26	15.23	15.32	1.01	56.99	51.44	18.49	2.03	128.95	51.44	18.49	2.03	4.00	75.96	658.89	204.91
27	15.33	15.42	1.02	57.37	51.79	18.49	2.03	129.68	51.79	18.49	2.03	4.00	76.31	663.49	205.99
With Certificate															
28	15.43	15.52	1.03	57.76	52.13	18.49	2.03	130.41	52.13	18.49	2.03	4.00	76.65	668.10	207.06
29	15.53	15.62	1.03	58.11	52.45	18.49	2.03	131.08	52.45	18.49	2.03	4.00	76.97	672.28	208.05
30	15.63	15.72	1.04	58.49	52.79	18.49	2.03	131.80	52.79	18.49	2.03	4.00	77.31	676.89	209.11
31	15.73	15.82	1.05	58.87	53.14	18.49	2.03	132.53	53.14	18.49	2.03	4.00	77.66	681.49	210.19
32	15.83	15.92	1.05	59.22	53.46	18.49	2.03	133.20	53.46	18.49	2.03	4.00	77.98	685.67	211.18
33	15.93	16.02	1.06	59.61	53.80	18.49	2.03	133.93	53.80	18.49	2.03	4.00	78.32	690.28	212.25
34	16.03	16.12	1.07	59.99	54.15	18.49	2.03	134.66	54.15	18.49	2.03	4.00	78.67	694.88	213.33
35	16.13	16.22	1.07	60.34	54.46	18.49	2.03	135.32	54.46	18.49	2.03	4.00	78.98	699.07	214.30
36	16.23	16.32	1.08	60.72	54.81	18.49	2.03	136.05	54.81	18.49	2.03	4.00	79.33	703.67	215.38
37	16.33	16.42	1.09	61.11	55.16	18.49	2.03	136.79	55.16	18.49	2.03	4.00	79.68	708.27	216.47
38	16.43	16.52	1.09	61.46	55.47	18.49	2.03	137.45	55.47	18.49	2.03	4.00	79.99	712.46	217.44
39	16.53	16.62	1.10	61.84	55.82	18.49	2.03	138.18	55.82	18.49	2.03	4.00	80.34	717.06	218.52
40	16.63	16.72	1.11	62.22	56.16	18.49	2.03	138.90	56.16	18.49	2.03	4.00	80.68	721.67	219.58
41	16.73	16.82	1.11	62.57	56.48	18.49	2.03	139.57	56.48	18.49	2.03	4.00	81.00	725.85	220.57
42	16.83	16.92	1.12	62.96	56.83	18.49	2.03	140.31	56.83	18.49	2.03	4.00	81.35	730.45	221.66
43	16.93	17.02	1.13	63.34	57.17	18.49	2.03	141.03	57.17	18.49	2.03	4.00	81.69	735.06	222.72
44	17.03	17.12	1.13	63.69	57.49	18.49	2.03	141.70	57.49	18.49	2.03	4.00	82.01	739.24	223.71
45	17.13	17.22	1.14	64.07	57.83	18.49	2.03	142.42	57.83	18.49	2.03	4.00	82.35	743.85	224.77
46	17.23	17.32	1.14	64.42	58.15	18.49	2.03	143.09	58.15	18.49	2.03	4.00	82.67	748.03	225.76
47	17.33	17.42	1.15	64.81	58.50	18.49	2.03	143.83	58.50	18.49	2.03	4.00	83.02	752.63	226.85
48	17.43	17.52	1.16	65.19	58.84	18.49	2.03	144.55	58.84	18.49	2.03	4.00	83.36	757.24	227.91
49	17.53	17.62	1.16	65.54	59.16	18.49	2.03	145.22	59.16	18.49	2.03	4.00	83.68	761.42	228.90
50	17.63	17.72	1.17	65.92	59.50	18.49	2.03	145.94	59.50	18.49	2.03	4.00	84.02	766.03	229.96

Chairman VN SMAILES

VChairman MS TOFFAR

Secretary PR SERFONTEIN

No. R. 1021

3 September 2004

## LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: AMENDMENT AND  
EXTENSION OF LIFT ENGINEERING 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 13 September 2004, and for the period ending 30 June 2005.

**M. M. S. MDLADLANA**

Minister of Labour

No. R. 1021

3 September 2004

## WET OP ARBEIDSVARHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN HYSBAKINGENIEURS  
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 hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 13 September 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**Nota:** 'n Afrikaanse vertaling van die Ooreenkoms by die Engelse kennisgewing, is beskikbaar by die Raad.

**SCHEDULE****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****LIFT ENGINEERING COLLECTIVE AMENDING AGREEMENT**

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

**Lift Engineering Association of South Africa**

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

**South African Equity Workers' Association**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council, to amend the agreement published under Government Notice No. R. 405 of 31 March 1998, as renewed, amended and re-enacted by Government Notices Nos. R. 160 and R. 161 of 12 February 1999, R. 1314 of 12 November 1999, R. 1125 of 17 November 2000, R. 1013 of 12 October 2001, R. 1242 of 30 November 2001, R. 529 of 3 May 2002, R. 1249 of 4 October 2002, R. 669 of 23 May 2003 and R. 1829 of 24 December 2003.

**1. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed—

- (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
- (b) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, in respect of the maintenance and/or assembly and/or installation and/or repair of electrical and hydraulic lifts, escalators, moving walkways and goods lifts.

(2) The provisions of clauses 1 (1) (b) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions, respectively.

**2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 2005.

**3. CLAUSE 3: DEFINITIONS**

- (1) 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, 4001."

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

" 'Region E' means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P O Box 3998, Johannesburg, 2000, or 1st Floor, Union Corporation Building, 77 Marshall Street, Johannesburg, 2001."

**4. CLAUSE 6: STANDBY DUTIES AND CALL-OUT**

Substitute the following for subclause (1) (d), (e) and (f):

- "(d) An employee who is required to be on standby on Monday to Friday, excluding public holidays, shall receive a standby allowance of R21,48 per day.
- (e) An employee who is required to be on standby on a Saturday shall receive a standby allowance of R32,28 per day.
- (f) An employee who is required to be on standby on a Sunday or public holiday shall receive a standby allowance of R43,04 per day."

**5. CLAUSE 9: TOOL INSURANCE**

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

- "(1) Every employer shall inaugurate a scheme to ensure that the personal tools and/or equipment of employees are insured against fire or theft for an amount of R2 638,99 per employee.

The extra personal tools listed in subclause (2) (a) below will also be covered for replacement value over and above the basic insurance, provided that the supervisor has approved that the extra tools be carried by the lift mechanics to their workstations. Such approval shall be in writing, as an addition to the tool list."

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

- "(3) An employer shall reimburse an employee for lost or stolen tools on receipt of a valid motivated firm claim. In the event of subsequent losses being incurred by the employee, an excess payment shall be due by the employee, as follows:

- (a) Second excess claim: R395,84.

Third and subsequent excess claims R791,69.

- (b) Any employee who has assumed responsibility for company tools with a value in excess of R1 000,00 and loses them shall be liable to pay excess as follows:

Second reported loss: R100,00.

Third and subsequent reported losses R250,00."

**6. CLAUSE 19: ALLOWANCES**

Substitute the following for subclauses (3), (4), (5), (6) and (7):

- "(3) **Subsistence:** Where an employee is required to live away from his usual place of domicile, hotel accommodation, including meals, shall be provided. Alternatively, by mutual consent, a subsistence allowance of R143,51 per day shall be payable.

- (4) **Out-of-pocket expenses:** Employers shall pay an amount of R20,61 per day to employees to compensate them for additional non-recoverable expenses incurred where the work assignment entails overnight stay. This amount shall be payable irrespective of whether or not the employer pays full board and lodging. Mutually agreed legitimate expenses over and above the R20,61 per day shall be reimbursed upon presentation of receipts.

- (5) **Dirt allowance:** A dirt allowance of R15,25 per shift shall be paid to all categories of employees engaged on the dismantling of existing installations and/or the stripping of lifts and escalators for modernisation and/or the changing of main hoisting and compensating ropes. The dirt allowance referred to above shall also apply to all repair work carried out on escalators.

- (6) **Certificate allowance:** Subject to the provisions of clause 36 of this Agreement, and in addition to wages and other allowances prescribed in this Agreement, the employer shall pay to each employee who is the holder of a certificate of registration issued in terms of the Occupational Health and Safety Act, 1993, an allowance of 0,34c per hour, including overtime.

- (7) **Underground allowance:** An allowance of R37,71 per shift shall be paid to employees who are required to work below the collar of any mine shaft for a shift or part of a shift."

**7. CLAUSE 36: WAGES**

Substitute the following for the existing clause 36:

- (1) "No employer shall pay to any employee engaged on work classified in the Schedules to this Agreement wages lower than those stipulated and no employees shall accept wages lower than those stipulated, namely—

- (a) Category 1: R44,30 per hour  
Category 2: R32,49 per hour  
Category 3: R20,71 per hour  
Category 4: R16,79 per hour
- (b) Apprentices:  
First year: R15,49 per hour  
Second year: R17,71 per hour  
Third year: R22,16 per hour  
Fourth year: R35,42 per hour

Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in this Agreement shall, while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date, plus an additional amount for his wage group as follows:

- (a) Category 1 employees: 240 cents per hour  
Category 2 employees: 176 cents per hour  
Category 3 employees: 112 cents per hour  
Category 4 employees: 91 cents per hour
- (b) Apprentices:  
First year: 84 cents per hour  
Second year: 96 cents per hour  
Third year: 120 cents per hour  
Fourth year: 192 cents per hour

OR

5,75% of the actual hourly rate of pay he was receiving on 30 June 2004, whichever additional amount is the greater: Provided that—

- (i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase granted to such employee on or subsequent to 1 July 2004: Provided further that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 2004, shall be remunerated by the payment of an amount within 16 weeks after the date of coming into operation of this Agreement on the basis stated below:

Amount per hour for the	}	{Amount per hour of any
employee's class of	}	{increased granted to the
class of work prescribed	}	{employee on or after
above }	}	{1 July 2004

multiplied by the number of hours for which the employee concerned was entitled to payment of this wage for the period from the start of the first shift on or after 1 July 2004 to the first shift for which the amount per hour of the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later;

- (ii) any employee who was engaged after 1 July 2004 at a rate of pay not less than the rate of pay prescribed for his class of work at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subclause for his class of work;
- (iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work was awarded on or subsequent to 1 July 2004 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
- (iv) an employer who intends to grant increases to all employees or to a particular category of employees in excess of the guaranteed personal minimum increases provided for above at the date of coming into operation of this Agreement shall consult the trade unions of which the employees concerned are members.



Where an employer, following such consultation, grants such increases over and above those provided for in this Agreement, the Council shall be notified of the increases granted.

- (3) Operators may be employed in Category 2 and Category 3 work only if they have passed training programmes recognized by the Bargaining Council and are in possession of a certificate of proficiency issued by the employer covering the functions that they are allowed to perform under the Schedules to this Agreement.(4) The employers who are party to this Agreement have undertaken to distinguish clearly, at the time of awarding wage increases, between the wage increase component negotiated in terms of this Agreement and any other increases, such as merit increases which may be granted to employees.
- (5) (a) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week in the higher-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.
- (b) Where a lower-paid employee is temporarily substituted for a higher paid employee—
- (i) such substitution shall be part of career development aimed at developing the employee by providing exposure to the higher-level job; and
  - (ii) such substitution is to be an integral part of the development programme and therefore a prerequisite for successful completion of the programme.
- (6) An employer who intends to grant increases to all employees or a particular category of employees shall consult the trade unions of which the employees concerned are members.”.

#### **8. ANNEXURE B: CODE OF GOOD PRACTICE ON KEY ASPECTS OF HIV/AIDS AND EMPLOYMENT**

Substitute the following for the footnote at item 1.2:

“The HIV/Aids Technical Assistance Guidelines have been published by the Department of Labour and are available from all their offices. They provide comprehensive guidelines on how to manage HIV/Aids in the workplace.”.

Signed at Johannesburg, for and on behalf of the parties, this 22nd day of June 2004.

**L. TRENTINI**

Member

**VAN DEVENTER**

Member

**A. SMITH**

Chief Executive Officer of the Council

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**DEPARTMENT OF SAFETY AND SECURITY SOUTH AFRICAN POLICE SERVICE  
DEPARTEMENT VAN VEILIGHEID EN SEKURITEIT SUID-AFRIKAANSE POLISIEDIENS**

No. R. 1015

3 September 2004

**NOTICE IN TERMS OF THE PRIVATE SECURITY INDUSTRY REGULATION ACT,  
2001**

**(ACT No. 56 OF 2001): EXEMPTION IN TERMS OF  
SECTIONS 1(2) AND 20(5) OF THE ACT**

I, Charles Nqakula, Minister for Safety and Security, have, by virtue of the powers vested in me by sections 1(2) and 20(5) of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001) after consultation with the Council for the Private Security Industry Regulatory Authority, exempted the Fruit Farms Association and Salt Rock Neighbourhood Watch, operating as neighbourhood watches, from the obligation to register in terms of section 20(1)(a) of the Private Security Industry Regulations Act, 2001, on condition that -

- they remain non-profit voluntary associations;
- they act in support of the South African Police Service and local authorities;
- they do not remunerate their members for their services;
- they cooperate with the South African Police Service to be fully converted as soon as possible into Sector Policing Structures with its members functioning as reservists under South African Police Service command (the normal requirements in respect of the appointment of reservists shall apply); and
- the exemptions will only be valid for a period of one year from the date hereof.

Signed at Pretoria on this 7th day of August 2004

**C NQAKULA**  
**Minister for Safety and Security**

No. R. 1015

3 September 2004

**KENNISGEWING KRAGTENS DIE WET OP DIE REGULERING VAN DIE PRIVATE  
SEKURITEITSBEDRYF, 2001****(WET NO. 56 VAN 2001): VRYSTELLING IN TERME VAN  
ARTIKELS 1(2) EN 20(5) VAN DIE WET**

Ek, Charles Nqakula, Minister vir Veiligheid en Sekuriteit, het, kragtens die bevoegdhede my verleen by artikels 1(2) en 20(5) van die Wet op Regulering van die Private Sekuriteitsbedryf, 2001 (Wet No. 56 van 2001), na oorleg met die Raad vir die Regulerende Owerheid van die Private Sekuriteitsbedryf, die Fruit Farms Asssocation en Salt Rock Buurtwag, wat as buurtwagstelsels funksioneer, vrygestel van die verpligting om kragtens artikel 20(1)(a) van die Wet op die Regulering van die Private Sekuriteitsbedryf, 2001, te registreer, op voorwaarde dat -

- hulle voortgaan as vrywillige nie-winsgewende organisasies;
- hulle ter ondersteuning van die Suid-Afrikaanse Polisie diens en die plaaslike owerhede optree;
- hulle nie hul lede vir hul diens besolding nie;
- hulle met die Suid-Afrikaanse Polisie diens saamwerk om so gou doenlik in die Sektor Polisieëringstrukture opgeneem te word en dat die lede as reserviste onder gesag van die Suid-Afrikaanse Polisie diens sal funksioneer (die normale vereistes ten opsigte van die aanstelling van reserviste sal geld); en
- die vrystellings sal slegs geldig wees vir 'n periode van een jaar na die datum hiervan.

Geteken te Pretoria op hierdie 7de dag van Augustus 2004

**C NQAKULA**

**Minister vir Veiligheid en Sekuriteit**

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