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PROCLAMATION

by the

President of the Republic of South Africa

No. R. 48, 2004

AMENDMENT OF SCHEDULE 2 TO THE PUBLIC SERVICE ACT, 1994

In terms of section 7 (5) (a) (ii) of the Public Service Act, 1994 (promulgated under Proclamation No. 103 of 1994), I hereby amend, at the request of the relevant Premiers, Schedule 2 to the said Act—

(a) in respect of Eastern Cape—

- (i) by insertion in columns 1 and 2 of Schedule 2, after the words "Department of Housing, Local Government and Traditional Affairs" and "Head: Housing, Local Government and Traditional Affairs", of the words "Department of Public Works" and "Head: Public Works", respectively;
- (ii) by the substitution for the words "Department of Roads and Public Works" and "Head: Roads and Public Works", where they appear in columns 1 and 2, respectively, of the words "Department of Roads and Transport" and "Head: Roads and Transport"; and
- (iii) by the deletion of the words "Department of Transport" and "Head: Transport", where they appear in columns 1 and 2 of Schedule 2, respectively; and

(b) in respect of KwaZulu-Natal—

- (i) by insertion in columns 1 and 2 of Schedule 2, after the words "Department of Arts, Culture and Tourism" and "Head: Arts, Culture and Tourism", of the words "Department of Community Safety and Liaison" and "Head: Community Safety and Liaison", respectively; and
- (ii) by the deletion of the words "Department of Safety and Security" and "Head: Safety and Security", where they appear in columns 1 and 2 of Schedule 2, respectively.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria, this Fifth day of October, Two Thousand and Four.

T. M. MBEKI

President

By Order of the President-in-Cabinet:

G. FRASER-MOLEKETI

Minister of the Cabinet

PROKLAMASIE

van die

President van die Republiek van Suid-Afrika

No. R. 48, 2004

WYSIGING VAN BYLAE 2 BY DIE STAATSDIENSWET, 1994

Ingevolge artikel 7 (5) (a) (ii) van die Staatsdienswet, 1994 (gepromulgeer deur Proklamasie No. 103 van 1994), wysig en hierby, op versoek van die tersaaklike Premiers, Bylae 2 by vermeldde Wet—

(a) ten opsigte van Oos-Kaap—

- (i) deur in kolomme 1 en 2, na die woorde "Departement van Onderwys" en "Hoof: Onderwys", onderskeidelik die woorde "Departement van Openbare Werke" en "Hoof: Openbare Werke" in te voeg;
- (ii) deur die woorde "Departement van Paaie en Openbare Werke" en "Hoof: Paaie en Openbare Werke", waar dit onderskeidelik voorkom in kolomme 1 en 2 van Bylae 2, met die woorde "Departement van Paaie en Vervoer" en "Hoof: Paaie en Vervoer", te vervang; en
- (iii) deur die woorde "Departement van Vervoer" en "Hoof: Vervoer", waar dit voorkom in kolomme 1 en 2 van Bylae 2, te skrap; en

(b) ten opsigte van KwaZulu-Natal—

- (i) deur in kolomme 1 en 2, na die woorde "Departement van Ekonomiese Ontwikkeling" en "Hoof: Ekonomiese Ontwikkeling", onderskeidelik die woorde "Departement van Gemeenskapsveiligheid en Skakeling" en "Hoof: Gemeenskapsveiligheid en Skakeling" in te voeg; en

- (ii) deur die woorde "Departement van Veiligheid en Sekuriteit" en "Hoof: Veiligheid en Sekuriteit", waar dit voorkom in kolomme 1 en 2 van Bylae 2, te skrap.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Vyfde dag van Oktober, Tweeduisend en Vier.

T. M. MBEKI

President

Op las van die President-in-Kabinet:

G. FRASER-MOLEKETI

Minister van die Kabinet

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

SOUTH AFRICAN MARITIME SAFETY AUTHORITY SUID-AFRIKAANSE MARITIEME VEILIGHEIDSOWERHEID

No. 1196

15 October 2004

MERCHANT SHIPPING ACT, 1951 (ACT No. 57 OF 1951)

MERCHANT SHIPPING (TRAINING AND CERTIFICATION) (AMENDMENT) REGULATIONS, 2004

The Minister of Transport has, under section 356 of the Merchant Shipping Act, 1951 (Act No. 57 of 1951), made the regulations in the Schedule.

SCHEDULE

Title and commencement

1. These regulations are called the Merchant Shipping (Training and Certification) (Amendment) Regulations, 2004, and come into operation upon publication in the *Gazette*.

Interpretation

2. In these regulations "the Regulations" means the Merchant Shipping (Training and Certification) Regulations, 1999, published by Government Notice No. R. 1547 of 30 December 1999, as amended.

Amendment of regulation 2 of Regulations

3. Regulation 2 of the Regulations is amended by—
 - (a) the insertion in subregulation (3)(d) after subparagraph (iii) of the following subparagraph:

"(iiiA) endorsed master of a ship of less than 3000 GT on unlimited voyages (*management level*)"; and
 - (b) by the substitution in subregulation (3)(f) for subparagraph (i) of the following subparagraph:

"(i) chief mate/officer in charge of a navigational watch on ships of less than 500 GT on near-coastal voyages (*operational level*)";

Insertion of regulation 30A in Regulations

4. The following regulation is inserted in the Regulations after regulation 30:

"Endorsement as master of ship of less than 3000 GT on unlimited voyages

30A. A candidate for the endorsement as master of a ship of less than 3000 GT on unlimited voyages shall have—

- (a) completed—

- (i) at least 36 months approved sea service as an officer in charge of a navigational watch on ships of 500 GT or more on unlimited voyages while holding, as a minimum, a certificate of competency as deck officer; or
- (ii) at least 12 months approved sea service as chief mate of a ship of 500 GT or more on unlimited voyages while holding, as a minimum, a certificate of competency, or an endorsement, as chief mate;
- (b) passed the theoretical examination contemplated in regulation 32(b) at an accredited institution and have successfully completed training; and
- (c) been assessed at level 3."

Amendment of regulation 31 of Regulations

5. Regulation 31 of the Regulations is amended by the substitution for the words preceding paragraph (a) of the following words:

"A candidate for the certificate of competency as chief mate shall have—".

Insertion of regulation 66A in Regulations

6. The following regulation is inserted in Part 3 of the Regulations after regulation 66:

"Removal of tonnage limitation

66A. The holder of a certificate limited to a certain tonnage who desires the removal of that limitation shall have completed—

- (a) the qualifying service required for each certificate leading up to the certificate desired; and
- (b) an assessment at level 3."

No. 1196

15 Oktober 2004

HANDELSKEEPVAARTWET, 1951 (WET No. 57 VAN 1951)

**HANDELSKEEPVAARTREGULASIES (OPLEIDING EN DIPLOMERING)
(WYSIGING), 2004**

Die Minister van Vervoer het kragtens artikel 356 van die Handelskeepvaartwet, 1951 (Wet No. 57 van 1951), die regulasies in die Bylae uitgevaardig.

BYLAE**Titel en inwerkingtreding**

1. Hierdie regulasies heet die Handelskeepvaartregulasies (Opleiding en Diplomerings) (Wysiging), 2004, en tree in werking by publikasie in die *Staatskoerant*.

Uitleg

2. In hierdie regulasies beteken "die Regulasies" die Handelskeepvaartregulasies (Opleiding en Diplomerings), 1999, gepubliseer by Goewermentskennisgewing No. R. 1547 van 30 Desember 1999, soos gewysig.

Wysiging van regulasie 2 van Regulasies

3. Regulasie 2 van die Regulasies word gewysig—

(a) deur in subregulasie (3)(d) na subparagraaf (iii) die volgende subparagraaf in te voeg:

"(iiiA) geëndosseerde gesagvoerder van 'n skip van minder as 3000 BT op onbeperkte seereise (*bestuursvlak*);"; en

(b) deur in subregulasie (3)(f) subparagraaf (i) deur die volgende subparagraaf te vervang:

"(i) hoofstuurman/offisier in beheer van 'n navigasiewag op 'n skip van minder as 500 BT op kusvaartseereise (*bedryfsvlak*);".

Invoeging van regulasie 30A in Regulasies

4. Die volgende regulasie word na regulasie 30 van die Regulasies ingevoeg:

"Endossement as gesagvoerder van skip van minder as 3000 BT op onbeperkte seereise

30A. 'n Kandidaat vir die endossement as gesagvoerder van 'n skip van minder as 3000 BT op onbeperkte seereise moet—

- (a) (i) minstens 36 maande goedgekeurde seediens as 'n offisier in bevel van 'n navigasiewag voltooi het op skepe van 500 BT of meer op onbeperkte seereise terwyl hy of sy die houer van minstens 'n bekwaamheidsertifikaat as dekoffisier was; of
- (ii) minstens 12 maande goedgekeurde seediens as hoofstuurman voltooi het op skepe van 500 BT of meer op onbeperkte seereise terwyl hy of sy die houer van minstens 'n bekwaamheidsertifikaat, of 'n endossement, as hoofstuurman was;
- (b) die teoretiese eksamen bedoel in regulasie 32(b) by 'n geakkrediteerde inrigting geslaag het en opleiding suksesvol voltooi het; en
- (c) op vlak 3 geëvalueer wees."

Wysiging van regulasie 31 van Regulasies

5. Regulasie 31 van die Regulasies word gewysig deur die woorde wat paragraaf (a) voorafgaan deur die volgende woorde te vervang:

"'n Kandidaat vir die bekwaamheidsertifikaat as hoofstuurman moet—".

Invoeging van regulasie 66A in Regulasies

6. Die volgende regulasie word na regulasie 66 in Deel 3 van die Regulasies ingevoeg:

"Verwydering van tonnemaatbeperking

66A. Die houer van 'n sertifikaat beperk tot 'n bepaalde tonnemaat wat die verwydering van die beperking verlang, moet—

- (a) die kwalifiserende diens vereis by elke sertifikaat wat tot die verlangde sertifikaat lei, voltooi het; en
- (b) 'n evaluering op vlak 3 voltooi het."

No. 1197

15 October 2004

MERCHANT SHIPPING ACT, 1951 (ACT No. 57 OF 1951)

**MERCHANT SHIPPING (EYESIGHT AND MEDICAL EXAMINATION)
REGULATIONS, 2004**

The Minister of Transport has, under section 356 of the Merchant Shipping Act, 1951 (Act No. 57 of 1951), made the regulations in the Schedule.

SCHEDULE*Arrangement of regulations*

*Regulation
No.*

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Annex 1: Guidance on medical examination of seafarers

Annex 2: Colour and form vision tests

PART 1 INTRODUCTORY

Title and commencement

1. These regulations are called the Merchant Shipping (Eyesight and Medical Examination) Regulations, 2004, and come into operation on 1 November 2004.

Objects of regulations

- 2. These regulations—
 - (a) for the purposes of sections 87, 92, 101 and 111 of the Act—
 - (i) make provision for and in relation to the medical examination of, and the issue of medical certificates to, masters and seamen and persons proposing to engage in employment as masters or seamen; and
 - (ii) prescribe the colour and form vision tests and the medical standards to be applied by eyesight examiners and medical examiners, respectively;
 - (b) for the purposes of the seafarer certification regulations, prescribe matters relating to the health of persons performing, or intending to perform, the duties of a qualified master or seaman;
 - (c) pursuant to section 356(1)(xxxviii) of the Act, require the observance of the provisions of section 101 of the Act also in relation to certain ships to which section 68 of the Act applies;
 - (d) give effect to Regulation I/9 annexed to the STCW Convention and Section B-I/9 of the STCW Code referred to in that Convention.

Interpretation

3. In these regulations any word or expression given a meaning in the Act has the meaning so given and, unless the context indicates otherwise—

"applicant", except in Part 3, means a person who applies for a medical certificate, and, in Part 3, means a person who applies for an eyesight certificate;

"approved" means approved by the Authority;

"contravene", in relation to a provision of these regulations, includes failing or refusing to comply with that provision;

"eyesight certificate" means a certificate, issued in accordance with Part 3, relating to an applicant's colour and form vision;

"eyesight examiner" means a person designated under regulation 24;

"holder", in relation to a certificate or other document, means the person identified as holder by that certificate or document;

"medical certificate" means a certificate, issued in accordance with Part 2, relating to an applicant's medical fitness;

"medical examiner" means an approved medical practitioner contemplated in regulation 18 or 19;

"seafarer" means a person serving, or intending to serve, on a ship and includes a master or seaman but does not include a pilot, a person who is not a member of the crew of the ship or a supernumerary;

"seafarer certification regulations" means the regulations, made under the Act, relating to the qualifications and certification of seafarers;

"seaman" includes a cadet, an apprentice-officer, and any other person engaged on a ship in a training capacity;

"the Guidance" means the Guidance on Medical Examination of Seafarers set out in Annex 1;

"the Act" means the Merchant Shipping Act, 1951 (Act No. 57 of 1951);

"valid", in relation to a certificate or other document, means a certificate or document that is current and that has not been cancelled.

Application

4. Subject to regulation 5, these regulations apply to—

- (a) every person who is required to be medically examined in terms of section 87, 92, 101 or 111 of the Act; and
- (b) every applicant for certification in terms of the seafarer certification regulations, where the applicant is required to produce a medical certificate.

Application of section 101 of Act to certain other ships

5. Section 101 of the Act applies to the employment or engagement of a seafarer on a ship of 25 gross tonnage or more to which section 68 of the Act applies as if the ship were a ship to which section 101 of the Act applies otherwise than by virtue of this regulation.

PART 2**MEDICAL FITNESS****Requirement to be medically fit**

6. Subject to sections 101(5) and 111(4)(b) of the Act, a person to whom these regulations apply must not perform duties as a seafarer, or be taken into employment to perform duties as a seafarer, on a ship unless that person is medically fit to perform those duties.

Evidence of medical fitness

7. For the purposes of regulation 6, and sections 87, 92, 101 and 111 of the Act, a person is medically fit to perform duties as a seafarer if that person—

- (a) holds a valid medical certificate declaring him or her to be fit for those duties; and
- (b) there is no evidence that his or her medical condition has changed since the last medical examination to an extent that would make him or her unfit for those duties.

Application for medical certificate

8. A person requiring a medical certificate must apply to a medical examiner.

Medical examination, etc

9. (1) A medical examiner is to conduct such examinations, tests and interviews and make such enquiries in relation to an applicant as appear appropriate to determine whether the applicant is medically fit to perform the intended duties as a seafarer.

(2) An applicant must disclose to the medical examiner all pre-existing medical conditions that are known to the applicant and that could affect the determination of the applicant's medical fitness.

Determination of fitness

10. (1) In determining an applicant's medical fitness, a medical examiner must have regard to the Guidance in addition to applying normal medical fitness considerations.

(2) If an applicant is found by a medical examiner to be unfit for service at sea, the applicant, or his or her employer, may, at own expense, appeal against the finding to a medical appeal panel constituted in accordance with subregulation (3).

(3) (a) A medical appeal panel consists of three members appointed by the Authority, of whom—

- (i) two must be medical examiners, one of whom must be appointed as chairperson; and
- (ii) one must be a specialist physician or surgeon from the appropriate speciality.

(b) A quorum for a meeting of a medical appeal panel is three members.

(c) A decision of the majority of the members of a medical appeal panel is taken to be a decision of the panel.

(d) Subject to this regulation and any directions that the Authority may give, a medical appeal panel may regulate its own procedure.

(e) In determining an appeal, a medical appeal panel may confirm, vary or set aside a medical examiner's finding.

Issue of medical certificate

11. (1) If a medical examiner—

- (a) is satisfied as to the identity of an applicant; and
- (b) is able to attest to the true state of the applicant's health,

he or she must issue to the applicant a medical certificate substantially in accordance with the form of certificate set out in the Appendix to the Guidance.

(2) The medical examiner must set out in the medical certificate his or her assessment of the applicant's medical fitness as either—

- (a) unfit for service at sea; or
- (b) fit for service at sea with restrictions; or
- (c) fit for service at sea without restrictions.

(3) A medical examiner who assesses an applicant as fit for service at sea with restrictions must state those restrictions in the medical certificate.

Further examination*

12. A seafarer who is the holder of a valid medical certificate may at any time be required by the owner or master of a ship, or by the Authority, to obtain a new certificate where as a result of illness, injury or other cause it is believed the seafarer may no longer be medically fit.

* See also section 87 of the Act.

Period of validity of medical certificate

13. (1) Except as provided in subregulation (2) and (3), and subject to regulation 14 and section 111(5) of the Act, a medical certificate is valid from the date of issue for a period of 12 months.

(2) If the period of validity of a medical certificate expires during the course of a voyage, the certificate continues to be valid until the end of the voyage, or until the end of a further period of 30 days, whichever occurs first.

(3) If appropriate, taking into account the state of health of the applicant, a medical examiner may issue a medical certificate that specifies a shorter period of validity than the period specified in subregulation (1).

Cancellation of medical certificate

14. A medical certificate is taken to be cancelled when the person to whom it is issued—

- (a) is issued with a later medical certificate; or
- (b) is required, in accordance with regulation 12, to obtain a further medical certificate; or
- (c) is required, in accordance with section 87(1) of the Act, to submit to examination by a medical examiner.

Production of medical certificate

15. A person required to hold a medical certificate must not fail, except with reasonable excuse, to produce the certificate on demand to the owner or master of the ship on which the person serves or is to serve, or to the Authority.

Delivery of cancelled medical certificate

16. A person whose medical certificate is taken to be cancelled in terms of regulation 14 must deliver the certificate to the Authority on demand.

Aids to vision or hearing

17. A person whose medical certificate indicates that an aid to vision or hearing was used for the purpose of being found fit must—

- (a) use the aid when performing duties as a seafarer; and
- (b) in the case of an aid to vision, keep at least two such aids while performing duties as a seafarer.

Approval of medical practitioners

18. (1) A medical practitioner may be approved for the purposes of the Act, and in particular sections 87, 92, 101 and 111 thereof, if he or she—

- (a) holds a qualification in occupational health recognised by the Authority; or
- (b) has at least three years practical experience in medically examining seafarers.

(2) Every such approval—

- (a) must be given in writing;
- (b) must specify the date on which it takes effect and the date on which it expires, and the conditions (if any) on which it is given; and
- (c) may be varied or revoked by a subsequent notice.

(3) Within thirty days after the commencement of these regulations, the Authority must publish a marine notice setting out a consolidated list of medical examiners approved, or deemed to be approved, for the purposes of the Act. The Authority must review and, if necessary, update this list at regular intervals, but at least every six months.

Transitional arrangements (approved medical practitioners)

19. Despite anything to the contrary in these regulations, but subject to regulation 18(2)(c), every medical practitioner who was, immediately before the commencement of these regulations, an approved medical practitioner for the purposes of the Act is to continue to be an approved medical practitioner for those purposes for the period expiring on the earlier of the following two dates:

- (a) the date (if any) appearing from the instrument of approval to be the date on which the approval ceases to be valid; or
- (b) the date on which the period of three years after the commencement of these regulations expires.

PART 3**COLOUR AND FORM VISION****Eyesight tests**

20. A person is required to pass the colour and form vision tests set out in Annex 2 (in this Part called "eyesight tests") if that person's intended duties as a seafarer include watchkeeping duties in the deck department and that person—

- (a) is to be employed or indentured as contemplated in section 92 of the Act; or
- (b) is an applicant for certification in terms of the seafarer certification regulations and is required to produce an eyesight certificate; or

- (c) having failed to meet a relevant visual standard specified in Section 3 of the Guidance, has been referred by a medical examiner for further examination in accordance with this Part.

Application for eyesight certificate

21. A person requiring an eyesight certificate must apply to the Authority on the approved form.

Conduct of eyesight tests

22. Eyesight tests are to be conducted by an eyesight examiner at the times and places that the Authority determines.

Issue and period of validity of eyesight certificate

23. (1) The eyesight examiner must issue an applicant who passes the eyesight tests with an eyesight certificate in the approved form.

(2) An eyesight certificate is valid from the date of issue for a period of 12 months.

Eyesight examiners

24. The Authority may designate as an eyesight examiner for the purposes of this Part any person who, in the Authority's opinion, is qualified to be so designated.

PART 4

SUPPLEMENTARY

Offences, penalties and defences

25. (1) Every person commits an offence who contravenes regulation 6, 15, 16 or 17.

(2) A person who commits an offence in terms of subregulation (1) is liable on conviction to a fine or to imprisonment for a period not exceeding six months.

(3) In proceedings for an offence in terms of subregulation (1) it is a defence to prove that the accused took reasonable precautions and exercised due diligence to avoid committing the offence.

Amendment of regulations

26. The Merchant Shipping (Training and Certification) Regulations, 1999, published by Government Notice No. R. 20772 of 30 December 1999, as amended by Government Notice No. R 502 of 26 April 2002, are amended—

(a) by the substitution for paragraph (a) of regulation 3(2) of the following paragraph:

"(a) medical fitness (including, where applicable, colour and form vision), in accordance with the requirements of the Merchant Shipping (Eyesight and Medical Examination) Regulations, 2004.";

(b) by the substitution in regulation 71(2) for the words preceding paragraph (a) of the following words:

"The regulations referred to in subregulation (1)(a), (b) and (c) shall continue to have effect for the purposes of—";

(c) by the substitution in the Annex for paragraph (a) of the provisions applicable to the tables of the following paragraph:

"(a) A sight test certificate is an eyesight certificate issued in accordance with Part 3 of the Merchant Shipping (Eyesight and Medical Examination) Regulations, 2004. The certificate is valid from the date of issue for a period of 12 months."; and

(d) by the substitution in the Annex for paragraph (f) of the provisions applicable to the tables of the following paragraph:

"(f) A medical certificate is a certificate issued in accordance with Part 2 of the Merchant Shipping (Eyesight and Medical Examination) Regulations, 2004, and is valid from the date of issue for the period, not exceeding 12 months, stated in the certificate.".

ANNEX 1**(Regulation 3)****GUIDANCE ON MEDICAL EXAMINATION OF SEAFARERS****SECTION 1****GENERAL INTRODUCTION**

1 Seafaring is a potentially hazardous occupation which calls for a high standard of health and fitness in those entering or re-entering the industry. A satisfactory standard of continuing good health is necessary for serving seafarers throughout their career because of the high inherent risks of the occupation. It is better, therefore, at an initial examination, to exclude an applicant if there is any doubt about his or her continuing fitness. Flexibility should be exercised only during examinations for retention.

2 These medical and visual standards give guidance on health criteria to be met. Allowance should be made for the inevitable impairment of health that time and change bring, so that a reasonably fit seafarer can, if he or she wishes it, continue at sea until the approved age or retirement. Firm recommendations have been made to exclude those suffering from medical conditions considered to be incompatible with continued seafaring.

3 It is clearly impossible to encompass within the standards specific advice on every medical condition. However, as a general rule the medical examiner should be satisfied in each case that no disease or defect is present which could either be aggravated by working at sea or represent an unacceptable health risk to the individual seafarer, other crew members or the safety of the ship.

4 Apart from the purely medical aspects, the occupational background should be considered especially in cases where there is doubt. It is necessary to emphasise that a ship is not only a place of work requiring attention throughout the day and night, but also a temporary home in which the crew must eat, sleep and find recreation. Most important of all is the need to adjust to each other, often for long periods, during a voyage. Although much is done to ameliorate living and working conditions, certain inherent characteristics remain. A crew is a closed community living in a ship that is seldom quiet or still. Individual eating habits and tastes cannot easily be met; facilities for physical exercise are limited; forced ventilation systems are used; the tedium of routine can easily become oppressive in the absence of normal diversion enjoyed by those ashore. An inability to fit in, or unwillingness to take responsibility, or to accept a reasonable measure of necessary discipline, could impair the safe and efficient working of the ship.

5 Very few merchant ships carry doctors. Acute illness or injury is dealt with by designated ship's officers whose training is limited to first aid or medical aid treatment. It should be borne in mind that a crew complement is carefully adjusted in terms of its size. Sickness can burden other crew members or even impair the efficient working of a ship. The examining doctor should therefore be satisfied that no condition is present which is likely to cause trouble during a voyage and no treatment is being followed which might cause worrying side effects. It would be an unsafe practice to allow seafaring with any known medical condition where the possibility of serious exacerbation requiring expert treatment could occur as a calculated risk.

6 The absence of doctors in most ships means that seafarers will not be able readily to consult a doctor or obtain special treatment until the next port call. Ship turnaround in ports is often very rapid allowing no time for necessary investigation subsequent to consultation with a doctor. The standard of medical practice abroad varies and facilities, which we in this country would regard as necessary, may not be available at smaller, remote ports. It is doubtful that it is even wise to permit seafaring if the loss of a necessary medicament could precipitate the rapid deterioration of a condition.

7 It should be remembered that some trades will require that seafarers spend lengthy periods in tropical climates. Furthermore, most seafarers will need to join and leave ships by air travel. They should, therefore, be free from any condition which precludes air travel, eg. Pneumothorax and conditions which predispose to barotrauma.

8 Where medication is acceptable for serving seafarers, arrangements should be made for a reserve stock of the prescribed drugs to be held in a safe place, with the agreement of the ship's master.

9 Article 4 of ILO Convention No. 73 states that "when prescribing the nature of the examination, due regard shall be had to the age of the person to be examined and the nature of the duties to be performed". In addition, Article 3 of the Convention states that a serving seafarer should have a medical certificate "attesting to his fitness for the work for which he is to be employed at sea". In reaching a conclusion, the attending doctor should therefore consider any medical conditions present, the age and experience of the seafarer, the specific work on which he or she will be employed and the trade in which he or she will be engaged (where known). If a seafarer is found to be unfit to continue in his or her present capacity because he or she does not meet the full unrestricted sea service category, a restricted service certificate may be issued stating the restrictions applicable.

10 The standards are framed to provide the maximum flexibility in their interpretation compatible with the paramount importance of maintaining the safety of vessels at sea, the safe performance of the serving seafarer's duties while, at the same time, protecting his or her health. Conditions not specified in the standards, which interfere with job requirements, should be assessed in the light of the general principle outlined above.

11 It may be necessary on occasion and, with the seafarer's consent, for the doctor to consult the general practitioner. When it is necessary to consult with other doctors the usual ethical considerations will apply, but it should be clearly understood that the decision on fitness in accordance with the required medical standard, rests with the initial examining doctor, subject to the medical appeal process.

12 Full clinical notes should be kept of any detailed medical examination and be retained for at least six years.

SECTION 2

CATEGORIES OF FITNESS

The following table describes the several categories of fitness used in Section 3 (Medical standards).

Categories of fitness	Description of standard	Notes on standard
Category A	Fit for service at sea without restrictions	No restrictions.
Category A(T)	Fit for service at sea without restrictions but with medical surveillance at specified intervals	May be used where a serving seafarer can be considered fit for all shipping trades, geographical areas, types of ships or jobs but where medical surveillance is required at intervals. The medical certificate should be validated only for the appropriate period which would take into account the expected duration of the tour duty.
Category B	Unfit for service at sea	Permanent unfitness. Full use should be made of Categories E, C and D before declaring a serving seafarer permanently unfit.
Category C	Unfit for service at sea	Indefinite unfitness: review in months.
Category D	Unfit for service at sea	Temporary unfitness: review in weeks.
Category E	Fit for service at sea with restrictions	The medical certificate must state the restriction, for example: <i>"Restricted to service on vessels engaged on near-coastal voyages only"</i> .

SECTION 3

MEDICAL STANDARDS

Item	Standard
1	INFECTIOUS DISEASES
1.1	Gastro-Intestinal Infectious Diseases - until satisfactorily treated - Category D. Special care should be taken in respect of catering staff.
1.2	Other Infectious or Contagious Diseases - until satisfactorily treated - Category D.
1.3	Active Pulmonary Tuberculosis
1.3.1	When the examining doctor is satisfied, on the advice of a chest physician, that the lesion is fully healed and that the patient has completed a full course of chemotherapy, then return to work should be considered. In such cases, Category A(T) would be appropriate initially to allow for adequate surveillance.
1.3.2	Cases where either one or both lungs have been seriously affected are rarely suitable for re-employment. All relapsed cases should be Category B.
1.4	Sexually Transmissible Diseases All cases of acute infection are, while under treatment, Category D. Cases under surveillance having finished treatment will usually be fit for normal service but restricted service may be necessary if facilities for supervision are inadequate. In all cases evidence of satisfactory tests of cure should be produced.
1.4.1	HIV Positive In such cases Category A(T) would be appropriate initially to allow for adequate surveillance.
1.4.2	AIDS related complex and clinical AIDS - All confirmed cases - Category C or B.
2	MALIGNANT NEOPLASMS Malignant Neoplasms - including Lymphoma, Leukaemia and similar conditions. Each case should be graded on diagnosis - Category C. Later progression to Category A, A(T), E or B should be dependent on assessment of progress, prognosis, measure of disability and the need for surveillance following treatment. No unrestricted Category A grading should be given within five years of completion of treatment, except in cases of skin cancer.
3	ENDOCRINE AND METABOLIC DISEASES
3.1	Thyroid disease Serving seafarers developing thyroid disease for investigation - Category D, then Category A, A(T), E or B on case assessment.
3.2	All other cases of endocrine disease in serving seafarers - Category D for investigation, upon which assessment will depend.
3.3	Diabetes Mellitus
3.3.1	All cases requiring Insulin - Category B.

Item	Standard
3.3.2	Serving seafarers whose diabetes is controlled by food restriction: an initial period of up to six months should be allowed to achieve stabilisation - Category C. Thereafter, to be subject to medical review at appropriate intervals. The current treatment regimen should be confirmed with the general practitioner at each review - Category A(T).
3.3.3	Serving seafarers requiring oral hypoglycaemic agents: an initial period of up to six months should be allowed to achieve stabilisation - Category C. Thereafter, in the absence of any complications, service may be considered subject to six-monthly medical reviews and assessment for suitable job and sea trade - Category A(T) on case assessment.
3.4	Obesity
3.4.1	Excessive obesity significantly affecting exercise tolerance, mobility and/or general health, and likely to impair safe performance of duties at sea - Category D for treatment.
3.4.2	Refractory or relapsing cases - Category B.
	<i>Note: A standard set of height/weight tables (preferably the Metropolitan Life tables) should be used - making an allowance of up to 25% excess weight.</i>
4	DISEASES OF THE BLOOD AND BLOOD FORMING ORGANS
	There should not be any significant disease of the haemopoietic system.
4.1	Unexplained or Symptomatic Anaemia - for investigation - Category D. Then Category A, A(T), E or B on case assessment.
5	MENTAL DISORDERS
5.1	Acute Psychosis , whether organic, schizophrenic, manic depressive or any other psychosis listed in the International Classification of Diseases - Category B.
5.2	Alcohol Abuse (Dependency) . If persistent and affecting health by causing physical or behavioural disorder - Category B.
5.3	Drug Dependence . A history of abuse of drugs or substances within the last 5 years - Category B.
5.4	Neurosis - for example anxiety state, depression, or any other mental disorder likely to impair safe performance of duties at sea - Category D for assessment.
5.4.1	Chronic or recurrent - Category B.
6	DISEASES OF THE NERVOUS SYSTEM
6.1	Organic Nervous Disease - especially those conditions causing defect of muscular power, balance, mobility and co-ordination - Category B.
6.2	Some minor localised disorders not causing symptoms of incapacity and unlikely to progress, may be - Category A.

Item	Standard
6.3	Epilepsy
6.3.1	A person who
	(a) has been free of all epileptic attacks for at least the last ten years; and
	(b) has not taken anti-epileptic drugs during that ten year period; and
	(c) does not have a continuing liability to seizures,
	- Category A(T) (fit for unrestricted service subject to medical surveillance)
6.3.2	A single fit in a serving seafarer - for investigation - Category D. Then, providing that the
	past medical history is clear and investigation has shown no abnormality, re-entry can be
	considered after one year without treatment or after one year following the cessation of
	treatment.
6.3.3	Serving seafarers who have had cranial surgery or significant traumatic brain damage -
	Category C for 12 months - then Category A, B or E on case assessment.
6.4	Migraine - slight infrequent attacks responding quickly to treatment - Category A.
	Frequent attacks causing incapacity - Category B.
6.5	Syncope and Other Disturbances of Consciousness - for assessment - Category D.
	Recurrent attacks with complete or partial loss of consciousness should be - Category B.
6.6	Disabling Meniere's Disease - Category B.
7	CARDIOVASCULAR SYSTEM
	The Cardiovascular System should be free from acute or chronic disease causing
	significant disability.
7.1	Valvular Disease causing significant impairment or having required surgery - Category
	B. Satisfactorily treated patent ductus arteriosus or atrial septal defect could be accepted.
7.2	Hypertension
7.2.1	All cases for investigation - Category D.
7.2.2	Serving seafarers with hypertension whose blood pressure can be maintained below
	170/100 mm by dietary control - Category A(T) for annual assessment.
7.2.3	Serving seafarers whose blood pressure can be maintained below 170/100 mm by anti-
	hypertension therapy without significant side effect - Category A(T) to allow for health
	surveillance and to ensure that arrangements have been made for continuation of
	treatment.
7.2.4	All other cases - Category B.
7.3	Cardiac event i.e. myocardial infarction, ECG evidence of part myocardial infarction or
	newly recognised left bundle branch block, angina, cardiac arrest, coronary artery bypass
	grafting, coronary angioplasty.
	(a) Category C until investigated/treated and for three months thereafter, or
	(b) Category E after successful completion of Bruce protocol exercise test,* without
	ischemic changes of ECG. Time to review to be specified.
	(c) Category B if deck officer, or seafarer on distant voyages on ship without doctor.
	Consider Category E for non-watchkeeping duties without emergency duties
	requiring physical exertion in those who are symptom free. Continuity of follow up
	is essential.

Item	Standard
	* Exercise evaluation to be performed on a bicycle or treadmill. Seafarers should be able to complete 3 stages of the Bruce protocol or equivalent safely, without anti-anginal medication for 48 hours and should remain free from signs of cardiovascular dysfunction, i.e. angina pectoris, syncope, hypotension, sustained ventricular tachycardia, and/or electro cardiographic ST segment shift which accredited medical opinion interprets as being indicative of myocardial ischaemic (usually > 2 mm horizontal or down-sloping). In the presence of established coronary heart disease, exercise evaluation is to be required at regular intervals not exceeding 3 years. If the cause of the chest pain is in doubt, an exercise test should be carried out as above. Those with a locomotor disorder who cannot comply will require specialist cardiological opinion.
7.4	Other Cardiovascular Disorders Any clinically significant abnormality of rate of rhythm or disorder of conduction - Category B.
7.5	Cerebro-vascular Diseases. Any cerebro-vascular accident including transient ischaemic attacks - Category B.
7.5.1	General cerebral arteriosclerosis: including dementia and senility - Category B.
7.6	Diseases of Arteries A history of intermittent claudication: including any case where vascular surgery was required - Category B.
7.7	Diseases of Veins
7.7.1	Varicose Veins - slight degree - Category A. Moderate degree without symptoms or oedema may be - Category A, but with symptoms - Category D for treatment. Recurrent after operation, with symptoms - Category C for further surgical opinion or, if not suitable for further treatment - Category B.
7.7.2	Chronic varicose ulceration - Category B. Thin unhealthy scars of healed ulcers or unhealthy skin of varicose eczema - Category B.
7.7.3	Recurrent or persistent deep vein thrombosis or thrombophlebitis - Category B.
7.7.4	Haemorrhoids - not prolapsed, bleeding or causing symptoms - Category A. Other cases should be - Category D until satisfactory treatment has been obtained.
7.7.5	Varicocoele - symptomless - Category A; with symptoms - Category D for surgical opinion.
8	RESPIRATORY SYSTEM
	The respiratory system should be free from acute or chronic disease causing significant disability.
8.1	Acute Sinusitis - until resolved - Category D.
8.2	Chronic Sinusitis - if disabling and frequently relapsing despite treatment - Category B.
8.3	Nasal Obstruction. Septal abnormality or polypus - until satisfactorily treated - Category D.
8.4	Throat Infections. A history of frequent sore throats or unhealthy tonsils with adenitis - until satisfactorily treated - Category D.
8.5	Chronic Bronchitis and/or Emphysema - Class depends on severity. Mild uncomplicated cases with good exercise tolerance may be - Category A, but cases with recurring illness causing significant disability in relation to the job should be - Category B.

Item	Standard
8.6	Asthma - for investigation - Category D. If confirmed - Category B, subject to consideration of exceptions as follows:
8.6.1	A history of bronchial asthma resolving, without recurrence, before the age of 16 may be disregarded.
8.6.2	Well controlled asthma (confirmed by investigation and appropriate supporting evidence), treated with inhaled medication only without a history of exacerbation requiring hospital admission or oral steroids, and subject to suitable follow up - Category A(T) or E.
8.6.3	Occupational Asthma - to avoid the allergen - Category E.
8.7	Pneumothorax. All cases to be classified - Category C for at least 12 months. With recurrence - Category B.
9	DISEASES OF THE DIGESTIVE SYSTEM
9.1	Diseases of the Oral Cavity
9.1.2	Mouth or gum infection - until satisfactorily treated - Category D.
9.1.3	Dental defects - until satisfactorily treated - Category D. Seafarers should be dentally fit.
9.2	Diseases of the Oesophagus, Stomach and Duodenum
9.2.1	Peptic Ulceration - for investigation - Category D. Cases of proven ulceration should not return to seafaring until they are free from symptoms. There should also be evidence of healing on gastroscopy and the seafarer should have been on ordinary diet for at least three months - Category A(T). Where there has been gastro-intestinal bleeding, perforation or recurrent peptic ulceration (in spite of maintenance H2 blocker treatment) or an unsatisfactory operation result - normally Category B. Following successful treatment of helicobacter pylori and urea breath test at least five weeks after completion of treatment to confirm eradication - Category A.
9.3	Recurrent attacks of Appendicitis - pending surgical removal - Category D.
9.4	Hernia - see 13.4.
9.5	Non-infective Enteritis and Colitis - severe or recurrent or requiring special diet - Category B.
9.6	Intestinal Stoma - Category B.
9.7	Diseases of the Liver and Pancreas
9.7.1	Cirrhosis of the liver - for investigation - Category D, then where condition is serious or progressive and/or where complications such as oesophageal varices or ascites are present - Category B.
9.7.2	Biliary Tract Diseases - after complete surgical cure - Category A or A(T) on case assessment.
9.7.3	Pancreatitis - recurrent pancreatitis and all cases where alcohol is an aetiological factor - Category B.

Item	Standard
10	DISEASES OF THE GENITO-URINARY SYSTEM
	All cases of proteinuria, glycosuria or other urinary abnormalities should be referred for investigation.
10.1	Acute Nephritis - until resolved - Category D.
10.2	Subacute or Chronic Nephritis or Nephrosis - for investigation - Category D, then Categories E or B on case assessment.
10.3	Acute Urinary Infection - until satisfactorily treated - Category D. Recurrent cases - Category B unless full investigation has proved satisfactory.
10.4	Renal or Ureteric Calculus - for investigation and any necessary treatment - Category D.
	An isolated attack of renal colic with passage of small calculus may be - Category A after a period of observation, provided urine and renal function remain normal and there is no clinical and radiological evidence of other calculi. Recurrent stone formation - Category B.
10.5	Urinary Obstruction - from any cause - for investigation - Category D; if not remediable - Category B.
10.6	Removal of Kidney - in serving seafarers, provided the remaining kidney is healthy with normal function - Category A(T). Such cases may be unsuitable for service in the tropics or other conditions of high temperature, in which case - Category E.
10.7	Renal Transplant - Category B.
10.8	Incontinence of Urine - for investigation - Category D. If irremediable - Category B.
10.9	Enlarged Prostate - for investigation - Category D.
10.1	Hydrocoele - small and symptomless - Category A. Large and/or recurrent - Category D or, if untreated - Category B.
10.11	Abnormality of the Primary and Secondary Sexual Characteristics - for investigation - Category D, upon which final assessment will rest.
10.12	Gynaecological Conditions - There should be no gynaecological disorder or disease such as heavy vaginal bleeding, lower abdominal pain or prolapse of the genital organs likely to cause trouble on the voyage or affect working capacity.
11	PREGNANCY
11.1	The doctor should discuss with the seafarer the implications of continuing work at sea particularly if it is a first pregnancy.
	A seafarer with a normal pregnancy before the 28 th week may be permitted to work on short haul trips or long haul trips on a vessel carrying a doctor - to allow for ante natal care - Category E.
	Employment should not normally be permitted after the 28 th week of pregnancy.
	Following delivery, employment should not be permitted for at least six weeks after delivery.
11.2	Abnormal Pregnancy , on diagnosis - Category C.

Item	Standard
12	SKIN DISORDERS
	Special care is required in passing fit for service in the tropics if there is a history of skin trouble. Catering staff in particular should have no focus of skin sepsis. Any condition liable to be aggravated by heat, sea air, oil, caustics or detergents - or due to specific occupational allergens may be - Category A(T), B, C, D or E on case assessment.
12.1	Infections of Skin - until satisfactorily treated - Category D.
12.1.1	Acne - most cases - Category A, but severe pustular cystic acne - Category B.
12.2	Other Inflammatory Skin Conditions
12.2.1	Atopic Dermatitis and related conditions - until satisfactorily treated - Category D.
12.2.2	Contact Dermatitis - refer for dermatological opinion - Category D.
12.2.3	Acute Eczema - no seafarer should return to duty until skin is healthy - Category D.
12.2.4	Recurrent Eczema of more than minimal extent - Category B.
12.2.5	Psoriasis - most cases can be - Category A, but some widespread or ulcerated cases should be - Category D for treatment. Severe cases resistant to treatment, frequently relapsing or associated with joint disease - Category B.
13	MUSCULO-SKELETAL SYSTEM
	It is essential that seafarers should not have any defect of the musculo-skeletal system which might interfere with the discharge of their duties; muscular power, balance, mobility and co-ordination should be unimpaired.
13.1	Osteo-arthritis - for assessment - Category D. Advanced cases where disability is present - Category B.
13.2	Limb Prosthesis normally would not be acceptable.
13.3	Back Pain - recurrent incapacitating back pain - Category B.
13.4	Hernia - until repaired - Category D.
13.4.1	Diaphragmatic Hernia - to be assessed according to the disability.
14	SPEECH DISORDERS
	If likely to interfere with communications - Category B.
15	HEARING
15.1	Acute and Chronic Otitis Externa - Category D. Should be completely healed before returning to sea. Care is required in passing fit for tropics.
15.2	Acute Otitis Media - until satisfactorily treated - Category D.
15.2.1	Chronic Otitis Media - Category D. May become Category A or Category E after satisfactory treatment or surgery. Special care is required in passing fit for tropics, where air travel is required or if the job involves food handling.
15.3	Loss of Hearing - a degree of impairment sufficient to interfere with communication - Category B.

Item	Standard
15.4	Unilateral Complete Loss of Hearing in serving seafarers - assessment of this condition should be considered in relation to the job. A serving seafarer in whom impaired hearing acuity is found should be referred for full investigation by an ENT surgeon. Hearing Aids: the use of a satisfactory hearing aid at work by certain catering department personnel could be considered where not hearing an instruction would not result in a danger to the seafarer or others. The hearing aid should be sufficiently effective to allow communication at normal conversational tones. The use of a hearing aid by those working in, or associated with, the deck or engine room departments, including electricians and radio operators, should not be permitted.
16	EYES / VISION No person should be accepted for training or service at sea if an irremediable morbid condition of either eye, or the lids of either eye, is present and liable to the risk of aggravation or recurrence. Binocular vision is normally necessary for all seafarers; however, monocular serving seafarers, and those who become monocular in service, who meet the required standard should be allowed to continue to serve at sea. In all cases where visual aids (spectacles or contact lenses) are required for the efficient performance of duties, a spare pair must be carried when seafaring. Where different visual aids are used for distant and near vision a spare pair of each must be carried. Persons wishing to serve in the deck department or considering dual qualifications are strongly advised to have their eyes tested by an eyesight examiner before embarking on their career, in view of the particular importance for them of good eyesight. Colour vision In the case of seafarers serving, or intending to serve, in the deck department and required to undertake watchkeeping duties, colour vision is tested with <i>Ishihara</i> plates, using the introductory plate and all the transformation and vanishing plates. A person who fails this test may be referred to an eyesight examiner for further examination using the <i>Holmes-Wright</i> Type B lantern test, in accordance with Annex 2. In the case of seafarers serving, or intending to serve, in other departments, colour vision is tested using <i>Ishihara</i> plates (as for deck department).

Table: Visual standards

	Distant vision				Near vision ^b	Colour vision ^c	Visual fields ^d
	Basic visual acuity standard (unaided)		Higher visual acuity standard (aided if necessary) ^a				
	Better eye ^b	Other eye	Better eye ^b	Other eye			
Deck department ^e	not less than	not less than	not less than	not less than			
1. Seafarers required to undertake watchkeeping duties	6/60	6/60	6/6	6/12	N8 for charts, weather maps and N12 for other reading tasks with or without visual aids	Ishihara or Lantern	No pathological field defect
2. Others (aided vision if necessary)	Sufficient to undertake duties efficiently						
Other departments ^e							
1. Engine room (includes electrician) and radio	6/60	6/60	6/18 6/9 ^b	6/18	N8 to read instruments and gauges on controls	Ishihara	Sufficient to undertake duties efficiently
2. Others (aided vision if necessary)	Sufficient to undertake duties efficiently						

Notes:

- (a) In all cases where visual aids (spectacles or contact lenses) are required to meet the higher standard, a spare pair must be carried when seafaring. When different visual aids are used for distance and near vision, a spare pair of each must be carried.
- (b) For seafarers who become monocular in service with no evidence of progressive eye disease in the remaining eye, monocular vision is permitted.
- (c) Aids to colour vision, such as red-tinted x-chroma, chromas lenses and chromagen lenses, are not permitted.
- (d) Seafarers who suffer pathological field defects (i.e. not new entrants, deck officers and monocular seafarers) should have a field of vision at least 120° in the horizontal measured by the Goldman perimeter using the iii/4 setting (or equivalent perimetry). In addition there should be no significant defect in the binocular field which encroaches within 20° of fixation above or below the meridian. Homonymous or bitemporal defects which come close to fixation whether hemianopic or quadrantopic are not acceptable.
- (e) No diplopia, congenital night blindness, retinitis pigmentosa or any other serious or progressive eye disease is permitted.

APPENDIX

(Regulation 11)

FORM OF MEDICAL CERTIFICATE

SEAFARER'S MEDICAL CERTIFICATE						
Name		Sex	Proof of identity			
Surname	Given names	Male	ID	Passport		
		ID or Passport No.				
		Female				
Home address		Date of birth				
		/ /				
		Day	Month	Year		
I have evaluated the above-named applicant in accordance with the Merchant Shipping (Eyesight and Medical Examination) Regulations, 2004, made under the Merchant Shipping Act 57 of 1951. On the basis of the applicant's personal declaration and my clinical examination and diagnostic test results recorded on the medical examination form, I declare the applicant:						
Fit	Unfit*	Category	Deck Department	* If found unfit, please provide details and action taken (eg referral or any practical tests required before fitness can be certified)		
Fit	Unfit*	Category	Engine Department			
Fit	Unfit*	Category	Other Departments			
The applicant used aids to vision			Yes	No		
Colour vision test done			Yes	No		
Colour blind			Yes	No		
The applicant used aids to hearing			Yes	No		
If Category E, describe restrictions (eg specific position, type of ship, trade area)						
List any prescribed medications taken regularly						
Date of expiry						
/ /						
Day	Month	Year				
Date of examination		Place of examination				
Name of Medical Examiner		Signature of Medical Examiner				
I acknowledge that I have been advised of the content of the medical examination form.				Distribution of copies		
Applicant's signature				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px; text-align: center;">Original Duplicate Triplicate</td> <td style="padding: 5px; text-align: center;">Applicant SAMSA Medical Examiner</td> </tr> </table>	Original Duplicate Triplicate	Applicant SAMSA Medical Examiner
Original Duplicate Triplicate	Applicant SAMSA Medical Examiner					

ANNEX 2

(Regulation 20)

COLOUR AND FORM VISION TESTS

These tests are applicable to seafarers required to undertake watchkeeping duties in the deck department.			
	Test	Method of test	Standard
1. New entrants and all first-time applicants for certification in terms of the seafarer certification regulations.	Form test Using cards based on Snellon's principle, the candidate is to view the cards indirectly through a polished mirror at a virtual distance of 6 metres from the eye. The cards have 7 lines. The 3rd, 4th, 5th, 6th and 7th lines corresponding to the standards 6/24, 6/18, 6/12, 6/9 and 6/6, respectively. Lantern test The candidate is to view, through large and small apertures, coloured lights, red, green and white in the mirror mentioned above, from the approved lantern positioned directly in front of the mirror so that the front part of the lantern is exactly 3,05 metres from the mirror. The candidate is to sit beside the lantern with his or her eyes more or less in line with the front of the lantern. The testing room must be so darkened as to exclude all daylight.	Form test Candidates are to read a card with both eyes and then different cards with each eye separately. Cards are to be read from left to right, top to bottom. The eye not being used is to be covered with a small card. The cards and means of illumination must be in accordance with BS4274-1960 and must be contained in a cabinet placed so that the centre of a Snellon's card as viewed is at the height of the eye of an average person in a sitting position. Lantern test To acquaint the candidate with the lantern colours, the candidate is to read one complete circuit of large aperture lights. The candidate is then required to name the coloured lights as they appear in four complete and one broken circuit of small apertures. Large apertures show the coloured lights singly i.e. red, green or white. The small apertures show the coloured lights in pairs in any combination of the three colours or in the same colour.	Form test <i>Without aids to vision</i> The candidate is to read correctly down to and including line 7 with the better eye, line 6 with the other and line 6 with both eyes. <i>With aids to vision</i> First without the aids to vision, the candidate is to read correctly down to and including line 5 with the better eye, line 3 with the other eye and line 3 with both eyes. Then with the aids to vision, the candidate is to read correctly down to and including line 7 with the better eye, line 6 with the other eye and line 6 with both eyes. Lantern test A candidate who mistakes red for green or vice versa, in the large or small apertures is taken to have failed the test. A candidate who on more than six occasions in four full and one broken circuit of the small apertures, confuses red for white or white for green or vice versa, is taken to have failed the test. A candidate is permitted to read the lights with or without aids to vision, but aids to vision that are designed to correct or adjust colour vision deficiencies may not be used.
2. Other applicants for certification in terms of the seafarer certification regulations, and all applicants for pilotage exemption.	As for item 1, except "Ishihara" card test may be used instead of lantern test.	As for item 1, except "Ishihara" card test may be used in stead of lantern test.	Form test (a) Candidate under 40 years of age—as for item 1. (b) Candidate being 40 years of age or older— <i>Without aids to vision</i> The candidate is to read correctly down to and including line 7 with the better eye, line 5 with the other eye and line 5 with both eyes. <i>With aids to vision</i> First without aids to vision, the candidate is to read correctly down to an including line 3 with both and then either eye. Then with aids to vision, the candidate is to read down to an including line 7 with the better eye, line 5 with the other eye and line 5 with both eyes. Lantern test As for item 1, except that a candidate who has previously passed the lantern test may be taken to have passed this test if he or she reads correctly the "Ishihara" plates 1, 11, 15, 22 and 23.

Notes:

1. Binocular vision is a requirement for new entrants. Seafarers who become monocular in service are required to meet the standard for the better eye, specified in the table above.
2. A candidate who requires darkness adaptation in the lantern test is permitted a period of 10 minutes in a darkened room for his or her eyes to adapt to the darkness.
3. A candidate who fails the form or lantern test may repeat the test at the discretion of the Authority.
4. Candidates will be notified in the appropriate form of the test results, or if their case has been referred for consideration.
5. A candidate who is ill on the day of the test or who is on medication at the time of the test stands a chance of failing the test. These candidates should be given an option of attempting the test at a later time when well.
6. Candidates are to declare to the eyesight examiner whether or not they will be using contact lenses during the tests. A candidate who fails to declare the use of contact lenses will be penalised by being prohibited from completing the test for a period of two years from the date he or she last completed the test, and the results of that test will be revoked in writing by the Authority.
7. A candidate who uses aids to vision to pass the form test must show the eyesight examiner two pairs of such aids to vision.

No. 1197

15 Oktober 2004

HANDELSKEEPVAARTWET, 1951 (WET No. 57 van 1951)

**HANDELSKEEPVAARTREGULASIES (GESIGSVERMOË- EN MEDIESE
ONDERSOEK), 2004**

Die Minister van Vervoer het kragtens artikel 356 van die Handelskeepvaartwet, 1951,
die regulasies in die Bylae uitgevaardig.

BYLAE*Indeling van regulasies**Regulasie**No.***DEEL 1
INLEIDEND**

1. Titel en inwerkingtreding
2. Oogmerke van regulasies
3. Uitleg
4. Toepassing
5. Toepassing van artikel 101 van Wet op sekere ander skepe

**DEEL 2
MEDIESE GESKIKTHEID**

6. Vereiste om medies geskik te wees
7. Bewyse van mediese geskiktheid
8. Aansoek om mediese sertifikaat
9. Mediese ondersoek, ens
10. Bepaling van geskiktheid
11. Uitreiking van mediese sertifikaat
12. Verdere ondersoek
13. Geldigheidsduur van mediese sertifikaat
14. Kansellering van mediese sertifikaat
15. Voorlegging van mediese sertifikaat
16. Aflewering van gekanselleerde mediese sertifikaat
17. Hulpmiddels vir gesig of gehoor
18. Goedkeuring van geneeshere
19. Oorgangsreëlins (goedgekeurde geneeshere)

**DEEL 3
GESIGSVERMOË VIR KLEUR EN VORM**

20. Gesigsvermoëtoetse
21. Aansoek om gesigsvermoësertifikaat

- 22. Afneem van gesigsvermoëtoetse
- 23. Uitreiking en geldigheidsduur van gesigsvermoësertifikaat
- 24. Gesigsvermoë-onderzoekers

DEEL 4 AANVULLEND

- 25. Misdrywe, strawwe en verwere
- 26. Wysiging van regulasies

AANHANGSELS

Aanhangsel 1: Riglyne vir mediese ondersoeke van seevaarders

Aanhangsel 2: Gesigsvermoëtoetse vir kleur en vorm

DEEL 1 INLEIDEND

Titel en inwerkingtreding

1. Hierdie regulasies heet die Handelskeepvaartregulasies (Gesigsvermoë- en Mediese Onderzoek), 2004, en tree in werking op 1 November 2004.

Oogmerke van regulasies

- 2. Hierdie regulasies—
 - (a) vir die doel van artikels 87, 92, 101 en 111 van die Wet—
 - (i) maak voorsiening vir en met betrekking tot die mediese ondersoek van, en die uitreiking van mediese sertifikate aan, gesagvoerders en seemanne en persone wat voornemens is om as gesagvoerders of seemanne in diens te tree; en
 - (ii) skryf die gesigsvermoëtoetse vir kleur en vorm en die mediese standaardde voor wat deur onderskeidelik gesigsvermoë-onderzoekers en mediese onderzoekers toegepas moet word;
 - (b) vir die doel van die diplomeringsregulasies vir seevaarders, skryf aangeleenthede voor met betrekking tot die gesondheid van persone wat die pligte van 'n gekwalifiseerde gesagvoerder of seeman verrig of beoog om dit te verrig;
 - (c) ingevolge artikel 356(1)(xxxviii) van die Wet, vereis die nakoming van die bepalings van artikel 101 van die Wet ook met betrekking tot sekere skepe waarop artikel 68 van die Wet van toepassing is; en
 - (d) gee uitvoering aan Regulasie I/9 aangeheg by die STCW-konvensie en Afdeling B-I/9 van die STCW-kode in daardie Konvensie bedoel.

Uitleg

3. In hierdie regulasies het enige woord of uitdrukking waaraan daar in die Wet 'n betekenis geheg is, daardie betekenis, en tensy dit uit die samehang anders blyk, beteken—

"aansoeker", behalwe in Deel 3, 'n persoon wat om 'n mediese sertifikaat aansoek doen en, in Deel 3, 'n persoon wat om 'n gesigsvermoësertifikaat aansoek doen;

"die Riglyne" die Riglyne vir Mediese Ondersoeke van Seevaarders uiteengesit in Aanhangsel 1;

"die Wet" die Handelskeepvaartwet, 1951 (Wet No. 57 van 1951);

"diplomeringsregulasies vir seevaarders" die regulasies rakende die kwalifikasies en diplomering van seevaarders, uitgevaardig kragtens die Wet;

"geldig", met betrekking tot 'n sertifikaat of ander dokument, 'n sertifikaat of dokument wat nie verval het of gekanselleer is nie;

"gesigsvermoë-ondersoeker" 'n persoon wat kragtens regulasie 24 aangewys is;

"gesigsvermoësertifikaat" 'n sertifikaat rakende 'n aansoeker se gesigsvermoë vir kleur en vorm, uitgereik in ooreenstemming met Deel 3;

"goedgekeur" deur die Owerheid goedgekeur;

"houer", met betrekking tot 'n sertifikaat of ander dokument, die persoon wat deur daardie sertifikaat of dokument as die houer geïdentifiseer word;

"mediese ondersoeker" 'n goedgekeurde geneesheer bedoel in regulasie 18 of 19;

"mediese sertifikaat" 'n sertifikaat rakende 'n aansoeker se mediese geskiktheid, uitgereik in ooreenstemming met Deel 2;

"oortree", met betrekking tot 'n bepaling van hierdie regulasies, ook versuim of weier om aan daardie bepaling te voldoen;

"seeman" ook 'n kadet, 'n leerling-offisier en enige ander persoon wat in 'n opleidingshoedanigheid op 'n skip werksaam is;

"seevaarder" 'n persoon wat op 'n skip dien of beoog om te dien, en ook 'n gesagvoerder of seeman, maar nie 'n loods, 'n persoon wat nie 'n lid van die bemanning van die skip is nie of 'n oortollige persoon.

Toepassing

4. Behoudens regulasie 5 is hierdie regulasies van toepassing op—

- (a) elke persoon wat ingevolge artikel 87, 92, 101 of 111 van die Wet medies ondersoek moet word; en
- (b) elke aansoeker vir diplomering ingevolge die diplomeringsregulasies vir seevaarders, waar die aansoeker 'n mediese sertifikaat moet voorlê.

Toepassing van artikel 101 van Wet op sekere ander skepe

5. Artikel 101 van die Wet is van toepassing op die diens of indiensneming van 'n seevaarder op 'n skip van 25 bruto ton of meer waarop artikel 68 van die Wet van toepassing is asof die skip 'n skip is waarop artikel 101 van die Wet van toepassing is anders as ingevolge hierdie regulasie.

DEEL 2**MEDIESE GESKIKTHEID****Vereiste om medies geskik te wees**

6. Behoudens artikels 101(5) en 111(4)(b) van die Wet, moet 'n persoon op wie hierdie regulasies van toepassing is nie pligte as 'n seevaarder verrig, of in diens geneem word om pligte as 'n seevaarder te verrig, op 'n skip tensy daardie persoon medies geskik is om daardie pligte te verrig nie.

Bewys van mediese geskiktheid

7. Vir die doeleindes van regulasie 6, en artikels 87, 92, 101 en 111 van die Wet, is 'n persoon medies geskik om pligte as 'n seevaarder te verrig indien—

- (a) daardie persoon die houer is van 'n geldige mediese sertifikaat wat verklaar dat hy of sy geskik is vir daardie pligte; en
- (b) daar geen bewys is dat sy of haar mediese toestand sedert die laaste mediese ondersoek in so 'n mate verander het dat dit hom of haar ongeskik vir daardie pligte maak nie.

Aansoek om mediese sertifikaat

8. 'n Persoon wat 'n mediese sertifikaat nodig het, moet by 'n mediese ondersoeker aansoek doen.

Mediese ondersoek, ens

9. (1) 'n Mediese ondersoeker moet sodanige ondersoeke, toetse, onderhoude en navrae met betrekking tot 'n aansoeker doen as wat gepas lyk om te bepaal of die aansoeker medies geskik is om die bedoelde pligte as 'n seevaarder te verrig.

(2) 'n Aansoeker moet aan die mediese ondersoeker alle voorheen bestaande mediese toestande wat aan die aansoeker bekend is, en die bepaling van die aansoeker se mediese geskiktheid kan beïnvloed, bekend maak.

Bepaling van geskiktheid

10. (1) By die bepaling van 'n aansoeker se mediese geskiktheid moet 'n mediese onderzoeker, benewens die toepassing van normale oorwegings rakende mediese geskiktheid, ag slaan op die Riglyne.

(2) Indien 'n persoon ongeskik vir diens ter see verklaar is, kan daardie persoon of sy of haar werkgewer, op eie koste, appèl aanteken by 'n mediese appèl-paneel saamgestel ooreenkomstig subregulasie (3).

(3) (a) 'n Mediese appèl-paneel bestaan uit drie lede aangestel deur die Owerheid, van wie—

(i) twee mediese ondersoekers moet wees, een van wie aangestel moet word as voorsitter; en

(ii) een 'n spesialis-geneesheer of -chirurg van die toepaslike spesialiteit moet wees.

(b) 'n Kworum vir 'n vergadering van 'n mediese appèl-paneel is drie lede.

(c) 'n Besluit van die meerderheid van die lede van 'n mediese appèl-paneel word beskou as 'n besluit van die paneel.

(d) Behoudens hierdie regulasie en enige opdragte wat die Owerheid mag gee, kan 'n mediese appèl-paneel sy eie prosedure reguleer.

(e) By die bepaling van 'n appèl, kan 'n mediese appèl-paneel 'n mediese onderzoeker se bevinding bevestig, wysig of tersyde stel.

Uitreiking van mediese sertifikaat

11. (1) Indien 'n mediese onderzoeker—

(a) oortuig is van die identiteit van die aansoeker; en

(b) kan getuig van die ware stand van die aansoeker se gesondheid,

moet hy of sy aan die aansoeker 'n mediese sertifikaat uitreik wesenlik in ooreenstemming met die vorm van die sertifikaat in die Byvoegsel by die Riglyne uiteengesit.

(2) Die mediese onderzoeker moet in die mediese sertifikaat sy of haar assessering van die aansoeker se mediese geskiktheid uiteensit as—

(a) ongeskik vir diens ter see; of

(b) geskik vir diens ter see met beperkings; of

(c) geskik vir diens ter see sonder beperkings.

(3) 'n Mediese onderzoeker wat 'n aansoeker as geskik vir diens ter see met beperkings assesseer, moet sodanige beperkings in die mediese sertifikaat vermeld.

Verdere ondersoek*

12. 'n Seevaarder wat die houer van 'n geldige mediese sertifikaat is, kan te eniger tyd deur die eienaar of gesagvoerder van 'n skip, of deur die Owerheid, aangesê word om 'n nuwe sertifikaat te kry waar die mening bestaan dat die seevaarder dalk nie meer medies geskik is nie as gevolg van siekte, besering of ander oorsake.

Geldigheidsduur van mediese sertifikaat

13. (1) Uitgesonderd soos in subregulasies (2) en (3) bepaal, en behoudens regulasie 14 en artikel 111(5) van die Wet, is 'n mediese sertifikaat geldig vanaf die datum van uitreiking vir 'n tydperk van 12 maande.

(2) Indien die geldigheidsduur van 'n mediese sertifikaat in die loop van 'n seereis verstryk, bly die sertifikaat geldig tot aan die einde van die seereis, of tot aan die einde van 'n verdere tydperk van 30 dae, wat ook al eerste gebeur.

(3) Indien nodig, met inagneming van die gesondheidstoestand van die aansoeker, kan 'n mediese ondersoeker 'n mediese sertifikaat uitreik wat 'n korter geldigheidsduur bepaal as die tydperk in subregulasie (1) vermeld.

Kansellering van mediese sertifikaat

14. 'n Mediese sertifikaat word geag gekanselleer te wees wanneer aan die persoon aan wie dit uitgereik is—

- (a) 'n latere mediese sertifikaat uitgereik word; of
- (b) ooreenkomstig regulasie 12, 'n verdere mediese sertifikaat moet kry; of
- (c) ooreenkomstig artikel 87(1) van die Wet, aan 'n ondersoek deur 'n mediese ondersoeker onderwerp moet word.

Voorlegging van mediese sertifikaat

15. 'n Persoon wat 'n mediese sertifikaat moet hê, mag nie sonder 'n redelike verskoning versuim om die sertifikaat op versoek te toon aan die eienaar of gesagvoerder van die skip waarop die persoon dien of gaan dien nie, of aan die Owerheid.

Aflewering van gekanselleerde mediese sertifikaat

16. 'n Persoon wie se mediese sertifikaat geag word gekanselleer te wees ingevolge regulasie 14, moet die sertifikaat op versoek aan die Owerheid aflewer.

* Sien ook artikel 87 van die Wet.

Hulpmiddels vir gesig of gehoor

17. 'n Persoon wie se mediese sertifikaat aandui dat 'n hulpmiddel vir gesig of gehoor gebruik is om as geskik bevind te word, moet—

- (a) die hulpmiddel gebruik by die verrigting van pligte as 'n seevaarder; en
- (b) in die geval van 'n hulpmiddel vir gesig, minstens twee sulke hulpmiddels hou tydens die verrigting van pligte as 'n seevaarder.

Goedkeuring van geneeshere

18. (1) 'n Geneesheer kan vir doeleindes van die Wet en veral van artikels 87, 92, 101 en 111 daarvan goedgekeur word, indien hy of sy—

- (a) oor 'n kwalifikasie in beroepsgesondheid deur die Owerheid goedgekeur beskik; of
- (b) minstens drie jaar praktiese ondervinding in mediese ondersoek van seevaarders beskik.

(2) Elke sodanige goedkeuring—

- (a) moet skriftelik verleen word;
- (b) moet die datum waarop dit in werking tree spesifiseer en die datum waarop dit verstryk, en die voorwaardes (indien enige) waarop dit gegee word; en
- (c) kan verander of herroep word deur 'n daaropvolgende kennisgewing.

(3) Binne dertig dae na die inwerkingtreding van hierdie regulasies, moet die Owerheid 'n marinekennisgewing publiseer waarin uiteengesit word 'n gekonsolideerde lys van geneeshere wat goedgekeur is of geag word goedgekeur is, vir die doeleindes van die Wet. Die Owerheid moet indien nodig hierdie lys met gereelde tussenpose maar minstens elke ses maande hersien.

Oorgangsreëlins (goedgekeurde geneeshere)

19. Ondanks enigiets tot die teendeel in hierdie regulasies, maar behoudens regulasie 18(2)(c), gaan elke geneesheer wat onmiddellik voor die inwerkingtreding van hierdie regulasies, 'n goedgekeurde geneesheer vir die doeleindes van die Wet was, voort om 'n goedgekeurde geneesheer te wees vir daardie doeleindes vir die tydperk wat op die vroegste van die volgende twee datums verstryk:

- (a) die datum (indien enige) wat verskyn op die instrument van goedkeuring wat die datum is waarop die goedkeuring verstryk; of
- (b) die datum waarop die tydperk van drie jaar na die inwerkingtreding van hierdie regulasies verstryk.

DEEL 3**GESIGSVERMOË VIR KLEUR EN VORM****Gesigsvermoëtoetse**

20. 'n Persoon moet die gesigsvermoëtoetse vir kleur en vorm in Aanhangsel 2 uiteengesit (in hierdie Deel genoem "gesigsvermoëtoetse") slaag as die persoon se pligte as 'n seevaarder wagdiens in die dekadefdeling insluit en as die persoon—

- (a) in diens geneem of onder leerkontrak gestel gaan word soos in artikel 92 van die Wet beoog; of
- (b) 'n aansoeker is vir diplomering ingevolge die diplomeringsregulasies vir seevaarders en 'n gesigsvermoësertifikaat moet voorlê; of
- (c) nie daarin geslaag het om te voldoen aan 'n tersaaklike gesigsvermoëstandaard soos gespesifiseer in Afdeling 3 van die Riglyne nie en deur 'n mediese onderzoeker verwys is vir verdere ondersoek in ooreenstemming met hierdie Deel.

Aansoek om gesigsvermoësertifikaat

21. 'n Persoon wat 'n gesigsvermoësertifikaat nodig het, moet op die gepaste vorm by die Owerheid aansoek doen.

Afneem van gesigsvermoëtoetse

22. Gesigsvermoëtoetse moet deur 'n gesigsvermoë-onderzoeker afgeneem word op sodanige tye en plekke as wat die Owerheid van tyd tot tyd bepaal.

Uitreiking en geldigheidsduur van gesigsvermoësertifikaat

23. (1) Indien 'n persoon die gesigsvermoëtoetse slaag, moet die gesigsvermoë-onderzoeker 'n gesigsvermoësertifikaat in die goedgekeurde vorm aan daardie persoon uitreik.

(2) 'n Gesigsvermoësertifikaat is geldig vanaf die datum van uitreiking vir 'n tydperk van 12 maande.

Gesigsvermoë-onderzoekers

24. Die Owerheid kan vir die doeleindes van hierdie Deel 'n persoon as gesigsvermoë-onderzoeker aanwys wat, volgens die mening van die Owerheid, gekwalifiseer is om aldus aangewys te word.

DEEL 4**AANVULLEND****Misdrywe, strawwe en verwere**

25. (1) Elke persoon wat regulasie 6, 15, 16 of 17 oortree, begaan 'n misdryf.

(2) 'n Persoon wat 'n oortreding ingevolge subregulasie (1) begaan, is by skuldigbevinding strafbaar met 'n boete of met gevangenisstraf vir 'n tydperk van hoogstens ses maande.

(3) In verrigtinge vir 'n oortreding ingevolge subregulasie (1) is dit 'n verweer om te bewys dat die aangeklaagde redelike voorsorg getref het en die nodige noulettendheid uitgeoefen het om te verhoed dat die oortreding begaan word.

Wysiging van regulasies

26. Die Handelskeepvaartregulasies (Opleiding en Diplomerings), 1999, afgekondig by Goewermentskennisgewing No. R. 20772 van 30 Desember 1999, soos gewysig by Goewermentskennisgewing No. R. 502 van 26 April 2002, word gewysig—

(a) deur paragraaf (a) van regulasie 3(2) deur die volgende paragraaf te vervang:

"(a) mediese geskiktheid (insluitende, waar van toepassing, gesigsvermoë vir kleur en vorm), in ooreenstemming met die vereistes van die Handelskeepvaartregulasies (Gesigsvermoë- en Mediese Ondersoek), 2004.";

(b) deur die woorde wat paragraaf (a) van regulasie 71(2) voorafgaan, deur die volgende woorde te vervang:

"Die regulasies in subregulasie (1)(a), (b) en (c) bedoel, is steeds van krag vir doeleindes van—";

(c) deur paragraaf (a) van die bepalings van toepassing op die tabelle in die Aanhangsel deur die volgende paragraaf te vervang:

"(a) 'n Gesigstoetsertifikaat is 'n gesigsvermoësertifikaat uitgereik in ooreenstemming met Deel 3 van die Handelskeepvaartregulasies (Gesigsvermoë- en Mediese Ondersoek), 2004. Die sertifikaat is geldig vanaf die datum van uitreiking vir 'n tydperk van 12 maande."; en

(d) deur paragraaf (f) van die bepalings van toepassing op die tabelle in die Aanhangsel deur die volgende paragraaf te vervang:

"(f) 'n Mediese sertifikaat is 'n sertifikaat uitgereik in ooreenstemming met Deel 2 van die Handelskeepvaartregulasies (Gesigsvermoë- en Mediese Ondersoek), 2004, en is geldig vanaf die datum van uitreiking vir die tydperk, van hoogstens 12 maande, in die sertifikaat vermeld.".

AANHANGSEL 1

(Regulasie 3)

RIGLYNE VIR MEDIESE ONDERSOEKE VAN SEEVAARDERS**AFDELING 1****ALGEMENE INLEIDING**

1 Seevaart is 'n potensieel gevaarlike beroep wat 'n hoë standaard van gesondheid en fiksheid verg van diegene wat toetree of hertoetree tot die bedryf. 'n Bevredeigende standaard van voortdurende goeie gesondheid is nodig vir diensdoende seevaarders regdeur hul beroep as gevolg van die hoë inherente risiko van die beroep. Dit is derhalwe beter om by 'n aanvanklike ondersoek 'n aansoeker uit te sluit as daar enigsins twyfel bestaan oor sy of haar voortgesette fiksheid. Buigsaamheid moet uitgeoefen word slegs gedurende ondersoeke vir behoud.

2 Hierdie mediese en visuele standaarde gee leiding oor gesondheidsmaatstawwe waaraan voldoen moet word. Toegewing moet gemaak word vir die onvermydelike verswakking van gesondheid wat tyd en verandering bring, sodat 'n redelik fikse seevaarder op die see kan aanbly tot die goedgekeurde aftree-ouderdom. Sterk aanbevelings is gemaak om diegene uit te sluit wat aan mediese toestande ly wat onversoenbaar blyk te wees met voortgesette seevaart.

3 Dit is duidelik onmoontlik om binne die standaarde spesifieke advies oor elke mediese toestand te omvat. Dit is egter 'n algemene reël dat die mediese ondersoeker in elke geval tevrede oortuig moet wees dat geen siekte of defek aanwesig is wat hetsy vererger sal word deur werk op see of 'n onaanvaarbare gesondheidsrisiko inhou vir die individuele seevaarder, ander bemanningslede of die veiligheid van die skip nie.

4 Afgesien van die suiwer mediese aspekte moet die beroepsagtergrond oorweeg word veral in gevalle waar daar twyfel is. Dit is nodig om te beklemtoon dat 'n skip nie net 'n plek is van werk wat regdeur die dag en nag aandag verg nie, maar ook 'n tydelike tuiste waarin die bemanning moet eet, slaap en ontspanning vind. Die belangrikste van alles is die noodsaaklikheid om by mekaar aan te pas, dikwels vir lang tydperke, tydens 'n reis. Alhoewel baie gedoen word om leef- en werктоestande te verlig, gaan sekere inherente kenmerke bly soos dit is. 'n Bemanning is 'n hegte gemeenskap wat in 'n skip woon wat selde doodstil of bewegingloos is. Daar kan nie maklik voldoen word aan individuele eetgewoontes en smake nie; fasiliteite vir liggaamlike oefening is beperk; gedwonge ventilasiesistelsels word gebruik; die eentonigheid van roetine kan maklik neerdrukkend raak in die afwesigheid van normale afleiding wat deur diegene op land geniet kan word. Onvermoë om in te pas, of onwilligheid om verantwoordelikheid te neem, of om 'n redelike mate van noodsaaklike dissipline te aanvaar, sal die veiligheid en doeltreffende werking van die skip in gevaar stel.

5 Baie min handelskepe het dokters aan boord. Akute siekte of besering word hanteer deur die aangewese skeepsoffisiere wie se opleiding beperk is tot noodhulp of mediese noodbehandeling. Dit moet in gedagte gehou word dat 'n bemanningskomponent versigtig aangepas word ooreenkomstig sy grootte. Siekte kan ander bemanningslede belas of selfs die doeltreffende werking van 'n skip benadeel. Die ondersoekende dokter moet derhalwe tevrede wees dat geen toestand aanwesig is wat waarskynlik probleme gedurende 'n reis sal

veroorsaak en geen behandeling toegepas word wat kommerwekkende nuwe-effekte sal veroorsaak nie. Dit sal 'n onveilige praktyk wees om seevaart toe te laat met enige bekende mediese toestand waar die moontlikheid van ernstige verergering wat deskundige behandeling vereis, 'n berekende risiko kan voorkom.

6 Die afwesigheid van dokters in die meeste skepe beteken dat seevaarders nie in staat sal wees om gereedlik 'n dokter te kan raadpleeg of spesiale behandeling te kan kry tot dat die volgende hawe aangedoen word nie. Skepe se omkeertyd in hawens is dikwels baie vinnig wat geen tyd laat vir die nodige ondersoek wat volg op 'n konsultasie by 'n dokter. Die standaard van mediese praktyk in die buiteland wissel en fasiliteite, wat ons in hierdie land as noodsaaklik beskou, kan dalk nie beskikbaar wees in kleiner, afgeleë hawens nie. Dit is te betwyfel dat dit selfs wys is om seevaart toe te laat as die gebrek aan 'n noodsaaklike medikasie die snelle agteruitgang van 'n toestand sal versnel.

7 Daar moet onthou word dat in sommige bedrywe daar van seevaarders verwag word om lang tydperke in tropiese klimate deur te bring. Verder sal meeste seevaarders in daardie gevalle per lugreis skepe moet verlaat of daarby moet aansluit. Hulle moet derhalwe vry wees van enige toestand wat lugreis uitskakel, bv. Pneumotoraks en toestande wat aanleiding gee tot barotrauma.

8 Waar medikasie aanvaarbaar is vir dienende seevaarders, moet reëlins getref word vir 'n reserwevoorraad van die voorgeskrewe middels om, met die toestemming van die skeepsgeagvoerder, in 'n veilige plek gehou te word.

9 Artikel 4 van die ILO-Konvensie No. 73 meld dat wanneer die aard van die ondersoek voorgeskryf word, ag geslaan moet word op die ouderdom van die persoon wat ondersoek moet word en die aard van die pligte wat uitgevoer moet word. Daarbenewens meld Artikel 3 van die Konvensie dat 'n dienende seevaarder 'n mediese sertifikaat moet hê wat bevestiging gee van sy geskiktheid vir die werk waarvoor hy op see in diens geneem moet word. Wanneer 'n gevolgtrekking gemaak word, moet die diensdoende dokter derhalwe alle mediese toestande aanwesig oorweeg, sowel as die ouderdom en ondervinding van die seevaarder, die spesifieke werk waarin hy of sy in diens geneem sal word en die bedryf waarin hy of sy in diens sal wees (waar bekend). Indien 'n seevaarder ongeskik bevind word om in sy of haar huidige kapasiteit voort te gaan omdat hy of sy nie aan die ten volle onbeperkte seedienskatégorie voldoen nie, kan 'n beperkte dienssertifikaat uitgereik word wat die toepaslike beperkings vermeld.

10 Die standaard is saamgestel om die maksimum buigsamheid in hulle vertolking te verskaf wat versoenbaar is met die uiterste belangrikheid van die handhawing van die veiligheid van skepe op see, die veilige verrigting van die dienende seevaarder se pligte terwyl, sy of haar gesondheid terselfdertyd beskerm word. Toestande wat nie in die standaard gespesifiseer word nie en wat indruis op die werkvereistes, moet geëvalueer word in die lig van die algemene beginsel wat hierbo uiteengesit word.

11 Dit kan by geleentheid nodig wees vir die dokter om, met die seevaarder se toestemming, 'n algemene praktisyn te raadpleeg. Wanneer dit egter nodig is om ander dokters te raadpleeg, sal die gewone etiese oorwegings geld, maar daar moet duidelik verstaan word dat die besluit oor geskiktheid, in ooreenstemming met die vereiste mediese standaard, berus by die dokter wat aanvanklik die ondersoek gedoen het, behoudens die mediese appêlproses.

12 Volle kliniese aantekeninge moet van enige gedetailleerde mediese ondersoek gehou word en vir minstens ses jaar behou word.

AFDELING 2

KATEGORIEË VAN GESKIKTHEID

Die volgende tabel beskryf die verskeie kategorieë van geskiktheid wat in Afdeling 3 (Mediese standaarde) gebruik word.

Kategorieë van geskiktheid	Beskrywing van standaard	Opmerkings oor standaard
Kategorie A	Geskik vir diens ter see sonder beperkings	Geen beperkings.
Kategorie A(T)	Geskik vir diens ter see sonder beperkings maar met mediese toesig met bepaalde tussenpose	Kan gebruik word waar 'n dienende seevaarder beskou kan word as geskik vir alle skeepvaartbedrywe, geografiese gebiede, tipes skepe of werk maar waar mediese toesig met tussenpose nodig is. Die mediese sertifikaat moet geldig verklaar word slegs vir die gepaste tydperk met inagneming van die verwagte duur van die reisdien.
Kategorie B	Ongeskik vir diens ter see	Permanente ongeskiktheid. Daar moet ten volle van Kategorieë E, C en D gebruik gemaak word voordat 'n dienende seevaarder as permanent ongeskik verklaar word.
Kategorie C	Ongeskik vir diens ter see	Onbepaalde ongeskiktheid: hersien na maande
Kategorie D	Ongeskik vir diens ter see	Tydlike ongeskiktheid: hersien na weke.
Kategorie E	Geskik vir diens ter see met beperkings	Die mediese sertifikaat moet meld, byvoorbeeld: "Beperk tot diens slegs op vaartue op kusvaart".

AFDELING 3

MEDIËSE STANDAARDE

Item	Standaard
1	AANSTEEKLIKE SIEKTES
1.1	Gastroïntestinale Aansteeklike Siektes - tot bevredigende behandeling - Kategorie D. Spesiale sorg moet gedra word ten opsigte van spysenierpersoneel.
1.2	Ander Aansteeklike of Besmetlike Siektes tot bevredigende behandeling - Kategorie D.
1.3	Aktiewe Pulmonêre Tuberkulose
1.3.1	Wanneer die ondersoekende dokter seker is, op advies van 'n borsspesialis, dat die letsels ten volle genees het en dat die pasiënt 'n volle kursus chemoterapie voltooi het, moet terugkeer na die werk oorweeg word. In sulke gevalle sal Kategorie A(T) aanvanklik gepas wees om toereikende toesig moontlik te maak.
1.3.2	Gevalle waar een of albei longe ernstig aangetas is, is selde geskik vir herindiensneming. Alle gevalle van terugval moet Kategorie B wees.
1.4	Seksueel Oordraagbare Siektes Alle gevalle van akute infeksie is Kategorie D terwyl onder behandeling. Gevalle onder toesig wat behandeling voltooi het, sal gewoonlik vir normale diens geskik wees, maar beperkte diens kan nodig wees indien fasiliteite vir toesig ontoereikend is. In alle gevalle moet bewyse van bevredigende toetse van genesing getoon word.
1.4.1	MIV Positief In sulke gevalle sal Kategorie A(T) aanvanklik gepas wees om toereikende toesig moontlik te maak. Seevaarders in diens op visvaartuie op die voedselverwerkingsgebiede moet heeltemal van hierdie gebiede weg gehou word as hulle MIV positief is.
1.4.2	Vigsverwante kompleks en kliniese vigs alle bevestigde gevalle - Kategorie C of B.
2	KWAADAARDIGE NEOPLASMAS Kwaadaardige Neoplasmas insluitende Limfoom, Leukemie en soortgelyke toestande. Elke geval moet by diagnose gegradeer word - Kategorie C. Latere progressie na Kategorie A, A(T), E of B sal afhang van assessering van vordering, prognose, mate van gestremdheid en die behoefte aan toesig na behandeling. Geen onbeperkte Kategorie A-gradering moet binne vyf jaar na voltooiing van behandeling gegee word nie, behalwe in gevalle van velkanker.
3	ENDOKRIENE EN METABOLIESE SIEKTES
3.1	Tiroïedsiekte Dienende seevaarders wat tiroïedsiekte ontwikkel vir ondersoek - Kategorie D, dan Kategorie A, A(T), E of B by assessering van gevalle.
3.2	Alle ander gevalle van endokriene siekte by dienende seevaarders - Kategorie D vir ondersoek, waarvan assessering sal afhang.
3.3	Diabetes Mellitus
3.3.1	Alle gevalle wat insulien benodig - Kategorie B.

Item	Standaard
3.3.2	Dienende seevaarders wie se diabetes deur voedselbeperking beheer word: 'n aanvanklike tydperk van tot ses maande moet vir stabilisering toegelaat word - Kategorie C. Daarna onderwerping aan mediese hersiening met gepaste tussenpose. Die huidige behandelingsregimen moet met elke hersiening bevestig word met die algemene praktisyn - Kategorie A(T).
3.3.3	Dienende seevaarders wat mondelike hipoglisemiese agense nodig het: 'n aanvanklike tydperk van tot ses maande moet vir stabilisering toegelaat word - Kategorie C. Daarna, in afwesigheid van enige komplikasies, kan diens oorweeg word behoudens sesmaandelikse mediese hersiening en assessering vir geskikte werk en seebedryf - Kategorie A(T) by assessering van die geval.
3.4	Obesiteit
3.4.1	Oormatige obesiteit wat oefeningtoleransie, mobiliteit en/of algemene gesondheid beduidend affekteer en veilige verrigting van pligte ter see waarskynlik sal benadeel - Kategorie D vir behandeling.
3.4.2	Refraktêre en terugvalgevalle - Kategorie B. <i>Opmerking: 'n Standaard stel lengte/gewig-tabelle (verkieslik die Metropolitan Life-tabelle) moet gebruik word - doen 'n toeweging van tot 25% oortollige gewig.</i>
4	SIEKTES VAN DIE BLOED EN BLOEDVORMENDE ORGANE Daar mag geen beduidende siekte van die hemopoiëtiese stelsel wees nie.
4.1	Onverklaarde of Simptomatiese Anemie - vir ondersoek - Kategorie D. Dan Kategorie A, A(T), E of B by assessering van die geval.
5	GEESTESONGESTELDHEDE
5.1	Akute Psigose , hetsy organies, skisofrenies, manies-depressief of enige ander psigose genoem in die Internasionale Klassifikasie van Siektes - Kategorie B.
5.2	Alkoholmisbruik (Afhanklikheid) . Indien dit aanhoudend is en die gesondheid affekteer deur fisiese of gedragsversteurings te veroorsaak - Kategorie B.
5.3	Dwelmafhanklikheid . 'n Geskiedenis van misbruik van dwelms of stowwe binne die afgelope 5 jaar - Kategorie B.
5.4	Neurose - byvoorbeeld angstoestand, depressie of enige ander geestesongesteldheid wat die veilige verrigting van pligte op see waarskynlik sal belemmer - Kategorie D vir assessering.
5.4.1	Chronies of herhalend - Kategorie B.
6	SIEKTES VAN DIE SENUSTELSEL
6.1	Organiese Senusiekte - veral toestande wat 'n gebrek aan spierkrag, balans, mobiliteit en koördinasie veroorsaak - Kategorie B.
6.2	Minder belangrike gelokaliseerde versteurings wat nie simptome van ongeskiktheid veroorsaak nie en waarskynlik nie sal vererger nie, miskien - Kategorie A.

Item	Standaard
6.3	Epilepsie
6.3.1	'n Persoon wat (a) minstens die afgelope tien jaar vry is van alle epileptiese aanvalle; en (b) gedurende daardie tydperk van tien jaar geen anti-epileptiese middels gebruik het nie; en (c) nie 'n voortdurende geneigdheid tot aanvalle het nie, - Kategorie A(T) (geskik vir onbeperkte diens behoudens mediese toesig).
6.3.2	'n Enkele aanval by 'n dienende seevaarder - vir ondersoek - Kategorie D. Daarna, mits die mediese geskiedenis duidelik is en ondersoek geen abnormaliteit getoon het nie, kan hertoetrede oorweeg word na een jaar sonder behandeling of een jaar nadat behandeling gestaak is.
6.3.3	Dienende seevaarders wat kraniale snykunde ondergaan het of beduidende traumatiese breinskade opgedoen het - Kategorie C vir 12 maande - dan Kategorie A, B of E by assessering van die geval.
6.4	Migraine - geringe aanvalle af en toe wat vinnig op behandeling reageer - Kategorie A. Gereelde aanvalle wat ongeskiktheid veroorsaak - Kategorie B.
6.5	Sinkopee of Ander Versteurings van die Bewussyn - vir assessering - Kategorie D. Herhaalde aanvalle met algehele of gedeeltelike verlies van bewussyn - Kategorie B.
6.6	Ménière se Siekte wat ongeskiktheid veroorsaak - Kategorie B.
7	KARDIOVASKULÊRE STELSEL Die Kardiovaskulêre Stelsel moet vry van akute of chroniese siektes wees wat beduidende ongeskiktheid veroorsaak.
7.1	Valvulêre Siekte wat beduidende aantasting veroorsaak of wat chirurgie vereis het - Kategorie B. Patent ductus arteriosus of atriale septale gebrek wat bevredigend behandel is, kan aanvaar word.
7.2	Hipertensie
7.2.1	Alle gevalle vir ondersoek - Kategorie D.
7.2.2	Dienende seevaarders met hipertensie wie se bloeddruk deur dieetbeheer onder 170/100 mm gehou kan word - Kategorie A(T) vir jaarlikse assessering.
7.2.3	Dienende seevaarders met hipertensie wie se bloeddruk deur antihipertensietherapie onder 170/100 mm gehou kan word sonder beduidende newe-effekte - Kategorie A(T) om gesondheidstoedig moontlik te maak en om te verseker dat reëlins vir die voortsetting van behandeling getref is.
7.2.4	Alle ander gevalle - Kategorie B.

Item	Standaard
7.3	Kardiale voorval d.w.s. miokardiale infarksie, EKG-bewys van gedeeltelike miokardiale infarksie of pas erkende linkerbundeltakblokkasie, angina, kardiale stilstand, kroonslagaaromleidingsweefseloorplanting, kroonslagaar angioplastiek. (a) Kategorie C totdat ondersoek is/behandel is en vir drie maande daarna, or (b) Kategorie E na suksesvolle voltooiing van Bruce-protokol-oefeningtoets,* sonder iskemiese veranderinge van EKG. Tyd wat hersien moet word, is gespesifiseer, or. (c) Kategorie B indien dekooffisier, of seevaarder op lang reise op see sonder dokter. Oorweeg Kategorie E vir nie-waghoudingspligte sonder nooddienste wat fisiese inspanning vereis in diegene wat simptoombvry is. Voortsetting van opvolg is noodsaaklik. * Oefeningevaluering moet uitgevoer word op 'n fiets of trapmeul. Seevaarders moet in staat wees om drie stadiums van die Bruce-protokol of ekwivalent veilig vir 48 uur uit te voer sonder anti-anginale medikasie en behoort vry te wees van tekens van kardiovaskulêre disfunksie, d.w.s. angina pectoris, sinkopee, hipotensie, volgehoue ventrikulêre tagikardie en/of elektro-kardiografiese ST-segmentverskuiwing wat geakkrediteerde mediese opinie vertok as aanduidend van miokardiaal iskemies (gewoonlik >2 mm horisontaal of afwaarts neigend). In die aanwesigheid van gevestigde koronêre hartsiekte, moet oefening-evaluering vereis word met gereelde tussenposes van hoogstens 3 jaar. As daar oor die oorsaak van die borspyn twyfel bestaan, moet 'n oefeningtoets soos hierbo nie uitgevoer word nie. Diegene met 'n lokomotorafwyking wat nie daaraan kan voldoen nie, sal kardiologiese spesialismening vereis.
7.4	Ander Kardiovaskulêre Afwykings. Enige klinies beduidende abnormaliteit van ritme of afwyking van geleiding - Kategorie B.
7.5	Serebrovaskulêre Siektes. Enige serebrovaskulêre ongeluk, insluitende kortstondige iskemiese aanvalle - Kategorie B.
7.5.1	Algemene serebrale arteriosklerose: insluitende demensie en seniliteit - Kategorie B.
7.6	Arteriesiektes. 'n Geskiedenis van intermitterende kloudikasie: insluitende enige geval waar vaskulêre chirurgie nodig was - Kategorie B.
7.7	Venasiektes
7.7.1	Spatare - ligte graad - Kategorie A. Matige graad sonder simptome of edeem kan wees - Kategorie A, maar met simptome - Kategorie D vir behandeling. Herhalend na operasie, met simptome - Kategorie C vir verdere snykundige mening of, indien nie geskik vir verdere behandeling nie - Kategorie B.
7.7.2	Chroniese varikeuse ulserasie - Kategorie B. Dun ongesonde littekens van geneesde ulkuse of ongesonde vel van varikeuse ekseem - Kategorie B.
7.7.3	Wederkerende of blywende diepvenatrombose of tromboflebitis - Kategorie B.
7.7.4	Aambeie - sonder prolaps, bloei nie en veroorsaak nie simptome nie - Kategorie A. Ander gevalle moet wees - Kategorie D totdat bevredigende behandeling verkry is.
7.7.5	Varikoseel simptoombvry - Kategorie A; met simptome - Kategorie D vir chirurgiese mening

Item	Standaard
8	ASEMHALINGSTELSEL
	Die asemhalingstelsel moet vry van akute of chroniese siekte wees wat beduidende ongeskiktheid veroorsaak.
8.1	Akute Sinusitis - tot opgeklaar - Kategorie D.
8.2	Chroniese Sinusitis - indien dit ongeskiktheid veroorsaak en dikwels terugkeer ondanks behandeling - Kategorie B.
8.3	Nasale Obstruksie. Septale abnormaliteit of poliep - tot bevredigende behandeling - Kategorie D.
8.4	Keelinfeksies. 'n Geskiedenis van herhaalde seer keel of ongesonde mangels met adenitis tot bevredigende behandeling - Kategorie D.
8.5	Chroniese Brongitis en/of Emfiseem - Klas hang van graad af. Ligte ongekompliseerde gevalle met goeie oefeningtoleransie kan wees - Kategorie A, maar gevalle met wederkerende siekte wat beduidende ongeskiktheid met betrekking tot die werk veroorsaak, moet wees - Kategorie B.
8.6	Asma - vir ondersoek - Kategorie D. Indien bevestig - Kategorie B, behoudens oorweging van uitsonderings soos volg:
8.6.1	'n Geskiedenis van brongiale asma wat, sonder herhaling, voor die ouderdom van 16 opklaar, kan geïgnoreer word.
8.6.2	Goed beheerde asma (bevestig deur ondersoek en gepaste stawende bewyse), behandel slegs met ingeasemde medikasie sonder 'n geskiedenis van verergering wat hospitalisering of mondelikse steroïede vereis, en behoudens gepaste opvolging - Kategorie A(T) of E.
8.6.3	Beroepsasma - om die allergeen te vermy - Kategorie E.
8.7	Pneumotoraks. Alle gevalle moet geklassifiseer word - Kategorie C vir minstens 12 maande. Met herhaling - Kategorie B.
9	SIEKTES VAN DIE SPYSVERTERINGSTELSEL
9.1	Siektes van die Mondholte
9.1.2	Mond- of tandvleisinfeksie - tot bevredigende behandeling - Kategorie D.
9.1.3	Tandgebreke - tot bevredigende behandeling - Kategorie D. Seevaarders moet tandheelkundig geskik wees.
9.2	Siektes van die Slukderm, Maag en Duodenum
9.2.1	Peptiese Ulserasie - vir ondersoek - Kategorie D. Gevalle van bewese ulserasie moet nie na seevaart terugkeer nie alvorens hulle vry van simptome is. Daar moet ook gastrokopiese bewys van genesing wees, en die seevaarder moet reeds minstens drie maande lank op 'n gewone dieet wees - Kategorie A(T). Waar daar gastroïntestinale bloeding, perforasie of wederkerende peptiese ulserasie was (ondanks voortsetting van H2-blokkeerderbehandeling) of 'n onbevredigende operasieresultaat - gewoonlik Kategorie B. Na suksesvolle behandeling van <i>Helicobacter pylori</i> en 'n ureumasemtoets minstens vyf weke na voltooiing van behandeling om uitwissing te bevestig - Kategorie A.

Item	Standaard
9.3	Wederkerende aanvalle van Appendisitis - hangende chirurgiese verwydering - Kategorie D.
9.4	Breuk - kyk 13.4.
9.5	Nie-infektiewe Enteritis en Kolitis - erg of wederkerend of vereis spesiale dieet - Kategorie B.
9.6	Intestinale Stoma - Kategorie B.
9.7	Siektes van die Lewer en Pankreas
9.7.1	Sirose van die lewer - vir ondersoek - Kategorie D, dan waar die toestand ernstig of progressief is en/of waar komplikasies soos esofageale varices of askites teenwoordig is - Kategorie B.
9.7.2	Galkanaalsiektes na volledige chirurgiese genesing - Kategorie A of A(T) by assessering van die geval.
9.7.3	Pankreatitis - wederkerende pankreatitis en alle gevalle waar alkohol 'n etiologiese faktor is - Kategorie B.
10	SIEKTES VAN DIE GENITO-URINÊRE STELSEL
	Alle gevalle van proteïnurie, glikosurie en ander urinêre abnormaliteite moet vir ondersoek verwys word.
10.1	Akute Nefritis - tot opgeklar - Kategorie D.
10.2	Subakute of Chroniese Nefritis of Nefrose - vir ondersoek - Kategorie D, dan Kategorieë E of B by assessering van die geval.
10.3	Akute Urinêre Infeksie - tot bevredigende behandeling - Kategorie D. Wederkerende gevalle - Kategorie B, tensy volledige ondersoek bevredigend is.
10.4	Renale of Ureteriese Steen - vir ondersoek en enige nodige behandeling -Kategorie D. 'n Geïsoleerde aanval van renale koliek met uitskeiding van klein steentjies kan wees - Kategorie A na 'n tydperk van waarneming, mits urine en nierfunksie normaal bly en daar geen kliniese en radiologiese bewyse van ander stene is nie. Wederkerende steenvorming - Kategorie B.
10.5	Urinêre Obstruksie - van enige oorsaak - vir ondersoek - Kategorie D; indien nie geneesbaar nie - Kategorie B.
10.6	Verwydering van Nier - by dienende seevaarders, mits die oorblywende nier gesond is met normale funksie - Kategorie A(T). Sulke gevalle kan moontlik ongeskik vir diens in die trope of ander toestande van hoë temperature wees, in welke geval - Kategorie E.
10.7	Nieroorplanting - Kategorie B.
10.8	Inkontinensie van Urine - vir ondersoek - Kategorie D. Indien ongeneeslik - Kategorie B.
10.9	Vergrote Prostaat - vir ondersoek - Kategorie D.
10.1	Hidroseel - klein en simptoombloos - Kategorie A. Groot en/of wederkerend - Kategorie D, of indien onbehandel - Kategorie B.

Item	Standaard
10.11	Abnormaliteit van die Primêre en Sekondêre Seksuele Eienskappe - vir ondersoek - Kategorie D, waarop finale assessering sal berus.
10.12	Ginekologiese Toestande - Daar mag geen ginekologiese afwykings of siekte soos swaar vaginale bloeding, pyn in die onderlyf of prolaps van die geslagsorgane wees wat waarskynlik probleme tydens die reis sal veroorsaak of werkvermoë sal affekteer nie.
11	SWANGERSKAP
11.1	Die dokter moet die implikasies van voortgesette werk op see met die seevaarder bespreek, veral as dit die eerste swangerskap is. 'n Seevaarder met 'n normale swangerskap voor die 28ste week kan toegelaat word om te werk op kort reise of lang reise op 'n vaartuig met 'n dokter aan boord - om voorgeboortelike sorg moontlik te maak - Kategorie E. Diens moet normaalweg nie na die 28ste week van swangerskap toegelaat word nie. Na geboorte moet diens vir minstens ses weke na geboorte nie toegelaat word nie.
11.2	Abnormale Swangerskap , by diagnose - Kategorie C.
12	VELAANDOENINGS
	Spesiale sorg is nodig om as geskik vir diens in die trope goedgekeur te word as daar 'n geskiedenis van velprobleme is. Veral spysenierpersoneel mag geen fokus van velsepse hê nie. Enige toestand wat vererger kan word deur hitte, seelug, olie, bytmiddels of reinigingsmiddels of as gevolg van spesifieke beroepsallergene, miskien - Kategorie A(T), B, C, D of E by assessering van die geval.
12.1	Infeksies van die Vel - tot bevredigende behandeling - Kategorie D.
12.1.1	Aknee - die meeste gevalle - Kategorie A, maar ernstige pustulêre sistiese aknee - Kategorie B.
12.2	Ander Inflammatoriese Veltoestande
12.2.1	Atopiese Dermatitis en verwante toestande - tot bevredigende behandeling - Kategorie D.
12.2.2	Kontakdermatitis - verwys vir dermatologiese mening - Kategorie D.
12.2.3	Akute Ekseem - geen seevaarder mag vir diens aanmeld voordat die vel gesond is nie - Kategorie D.
12.2.4	Wederkerende Ekseem van meer as minimale omvang - Kategorie B.
12.2.5	Psoriase - die meeste gevalle kan wees - Kategorie A, maar sommige wydverspreide of geïsoleerde gevalle moet wees - Kategorie D vir behandeling. Ernstige gevalle wat weerstand teen behandeling bied, dikwels terugval of gepaard met gewrigsiekte - Kategorie B.
13	MUSKULO-SKELETALE STELSEL
	Dit is noodsaaklik dat seevaarders geen gebrek van die muskulo-skeletale stelsel mag hê wat met die verrigting van hulle pligte kan inmeng nie; spierkrag, balans, mobiliteit en koördinasie moet onbelemmerd wees.
13.1	Osteoartritis - vir assessering - Kategorie D. Gevorderde gevalle waar gestremdheid teenwoordig is - Kategorie B.

Item	Standaard
13.2	Ledemaatprotese is gewoonlik nie aanvaarbaar nie.
13.3	Rugpyn - wederkerende rugpyn wat ongeskiktheid veroorsaak - Kategorie B.
13.4	Breuk - totdat dit herstel is - Kategorie D.
13.4.1	Diafragmabreuk - moet geassesseer word volgens die gestremdheid.
14	SPRAAKVERSTEURINGS Indien dit waarskynlik op kommunikasie inbreuk sal maak - Kategorie B.
15	GEHOOR
15.1	Akute en Chroniese Otitis Externa - Kategorie D. Moet volkome genees het voordat die seevaarder weer op see gaan. Sorg is nodig om vir diens in die trope goedgekeur te word.
15.2	Akute Otitis Media - tot bevredigende behandeling - Kategorie D.
15.2.1	Chroniese Otitis Media - Kategorie D. Kan Kategorie A of Kategorie E word na bevredigende behandeling of chirurgie. Spesiale sorg is nodig vir goedkeuring vir die trope, waar lugreise nodig is of as die werk die hantering van voedsel behels.
15.3	Gehoerverlies - 'n mate van aantasting voldoende om op kommunikasie inbreuk te maak - Kategorie B.
15.4	Eensydige Algehele Verlies van Gehoor by dienende seevaarders - assessering van hierdie toestand moet met betrekking tot die werk oorweeg word. 'n Dienende seevaarder by wie verminderde gehoorskерpte gevind word, moet verwys word vir volledige ondersoek deur 'n ONK-chirurg. Gehoorchulpmiddels: Die gebruik van 'n bevredigende gehoorhulpmiddel by die werk by sekere spysenierpersoneel kan oorweeg word waar dit nie tot gevaar vir die seevaarder of andere sal lei as 'n opdrag nie gehoor word nie. Die gehoorhulpmiddel moet doeltreffend genoeg wees om kommunikasie teen normale gesprekstone moontlik te maak. Die gebruik van 'n gehoorhulpmiddel by diegene wat werk in, of geassosieer word met, die dek- of masjienkamerafdelings, insluitende elektrisiëns en radio-operateurs, mag nie toegelaat word nie.
16	OË / GESIGSVERMOË Geen persoon mag vir opleiding of diens op see aanvaar word nie indien 'n ongeneeslike morbiede toestand van enige oog, of die ooglede van enige oog, aanwesig is en onderhewig is aan die risiko van verergering of herhaling. Binokulêre sig is gewoonlik noodsaaklik vir alle seevaarders. Monokulêre dienende seevaarders, en diegene wat in diens monokulêr word, wat aan die vereiste standaard voldoen, moet egter toegelaat word om hulle diens op see voort te sit. In alle gevalle waar gesigshulpmiddels (brille of kontaklense) nodig is vir die doeltreffende verrigting van pligte, moet 'n ekstra stel aan boord wees. Waar verskillende gesigshulpmiddels gebruik word vir naby en ver kyk, moet 'n ekstra stel van elk aan boord wees. Persone wat in die dekafdeling wil dien of dit oorweeg om dubbele kwalifikasies te behaal, word sterk aangeraai om hulle oë te laat toets deur 'n gesigsvermoë-eksaminator voordat hulle die loopbaan aanpak, gesien die besondere belangrikheid van goeie gesigsvermoë vir hulle.

Item	Standaard
	Kleurgesigsvermoë In die geval van seevaarders wat in die dekafdeling dien of voornemens is om dit te doen, en wagdienste moet verrig, word kleurgesigsvermoë getoets met <i>Ishihara</i>-plate, met gebruik van die inleidende plaat en al die transformasie- en verdwynplate. 'n Persoon wat hierdie toets druip, kan na 'n gesigsvermoë-eksaminator verwys word vir verdere ondersoek met gebruik van die <i>Holmes-Wright</i> Tipe B-lanterntoets, in ooreenstemming met Aanhangsel 2. In die geval van seevaarders wat in ander afdelings dien of beoog om dit te doen, word kleurgesigsvermoë getoets met <i>Ishihara</i>-plate (soos vir die dekafdeling).

Tabel: Visuele standaarde

	Ver kyk				Nabysig ^b	Kleuresigs-vermoë ^c	Visuele velde ^d
	Basiese gesigskerpte-standaard (sonder hulp)	Hoër gesigskerpte-standaard (met hulp indien nodig) ^a					
	Beste oog ^b	Ander oog	Beste oog ^b	Ander oog			
Dekafdeling ^c	minstens	minstens	minstens	minstens			
1. Seevaarders wat wagdiens moet verrig	6/60	6/60	37047	37230	N8 vir kaarte, weerkaarte en N12 vir ander leestake met of sonder gesigshulpmiddels	Ishihara or Lantern	Geen patologiese veldgebrek
2. Ander (gesigsvermoë met hulp indien nodig)	Genoeg om pligte doeltreffend te verrig						
Ander afdelings ^c							
1. Masjienkamer (sluit elektrisiën in) en radio	6/60	6/60	6/18 6/9 ^b	6/18	N8 om instrumente en meters op kontroles te lees	Ishihara	Genoeg om pligte doeltreffend te verrig
2. Ander (gesigsvermoë met hulp indien nodig)	Genoeg om pligte doeltreffend te verrig						

Opmerkings:

- In alle gevalle waar gesigshulpmiddels (brille of kontaklense) nodig is om aan die hoër standaard te voldoen, moet 'n ekstra stel aan boord gehou word. Wanneer verskillende gesigshulpmiddels gebruik word vir ver en naby kyk, moet 'n ekstra stel aan boord gehou word.
- Vir seevaarders wat in diens monokulêr word met geen bewys van progressiewe oogsiekte in die oorblywende oog nie, is monokulêre sig toelaatbaar.
- Hulpmiddels vir kleuresigsvermoë, soos rooigetinte x-chroma, chromaslense en chromageenlense, word nie toegelaat nie.
- Seevaarders met patologiese veldgebreke (d.i. nie nuwe toetreders, dekoiffisiere en monokulêre seevaarders nie) moet 'n sigveld van minstens 120° horisontaal hê soos gemeet deur die Goldman-perimeter met gebruik van die iii/4-posisie (of gelykwaardige perimetrie). Daarbenewens mag daar geen beduidende gebrek in die binokulêre veld wees wat binne 20° fiksasie bo of onder die meridiaan is nie. Homonieme of bitemporale gebreke wat na aan fiksasie kom, hetsy hemianopies of kwadrantopies, is nie aanvaarbaar nie.
- Geen diplopie, oorerflike nagblindheid, retinitis pigmentosa of enige ander ernstige of progressiewe oogsiekte word toegelaat nie.

BYVOEGSEL

(Regulasie 11)

VORM VAN MEDIESE SERTIFIKAAT**MEDIESE SERTIFIKAAT VIR SEEVAARDER**

Naam		Geslag	Bewys van identiteit	
Van	Doopname	Manlik	ID	Paspoort
		Vroulik	Nommer van ID of Paspoort	
Huisadres		Geboortedatum		
		Dag	Maand	Jaar

Ek het bogemelde aansoeker geëvalueer in ooreenstemming met die Handelskeepvaartregulasies (Gesigsvermoë- en Mediese Onderzoek), 2004, uitgevaardig kragtens die Handelskeepvaartwet 57 van 1951. Op grond van die aansoeker se persoonlike verklaring en my kliniese ondersoek en diagnostiese toetsresultate wat op die mediese ondersoekvorm aangeteken is, verklaar ek die aansoeker:

Geskik	Ongeskik*	Kategorie	Dekafdeling	* Indien ongeschik bevind, verstrek asb besonderhede en stappe gedoen (bv verwysing van enige praktiese toetse wat nodig is voordat geschiktheid gesertifiseer kan word)
Geskik	Ongeskik*	Kategorie	Masjienafdeling	
Geskik	Ongeskik*	Kategorie	Ander afdelings	
Die aansoeker het visuele hulpmiddels gebruik			Ja	Nee
Gesigsvermoëtoets vir kleur gedoen			Ja	Nee
Kleurblind			Ja	Nee
Die aansoeker het gehoorhulpmiddels gebruik			Ja	Nee

Indien Kategorie E, beskryf beperkings (bv spesifieke posisie, tipe skip, bedryfsgebied)

Noem enige voorgeskrewe medikasie wat gereeld gebruik word

Vervaldatum

/ /

Dag Maand Jaar

Datum van ondersoek / / Plek van ondersoek

Naam van Mediese Ondersoeker

Handtekening van Mediese Ondersoeker

Ek bevestig dat ek oor die inhoud van die mediese ondersoekvorm ingelig is.

Aansoeker se handtekening

Verspreiding van afskrifte

Oorspronklik Tweevoud Drievoud	Aansoeker SAMSA Mediese ondersoeker
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AANHANGSEL 2

(Regulasie 20)

GESIGSVERMOËTOETSE VIR KLEUR EN VORM

Hierdie toetse is van toepassing op seevaarders wat wagdiens in die dekadefdeling moet doen.

	Toets	Toetsmetode	Standaard
1. Nuwe toetreders en alle eerste aansoekers vir diplomering ingevolge die diplomeringsregulasies vir seevaarders.	Vormtoets Met behulp van kaart gebaseer op Snellon se beginsel, moet die kandidaat onregstreeks na die kaart kyk deur 'n gepoleerde spieël op 'n virtuele afstand van 6 meter van die oog. Die kaart het 7 reëls. Die 3de, 4de, 5de, 6de en 7de reëls stem onderskeidelik ooreen met standaarde 6/24, 6/18, 6/12, 6/9 en 6/6. Lanterntoets Die kandidaat moet deur groot en klein openings kyk na gekleurde ligte, rooi, groen en wit, in die spieël hierbo genoem, vanaf die goedgekeurde lanter wat reg voor die spieël geplaas is sodat die voorste deel van die lanter presies 3,05 meter van die spieël af is. Die kandidaat moet langs die lanter sit mer sy of haar oë min of meer in lyn met die voorkant van die lanter. Die toetskamer moet donker gemaak word sodat alle daglig uitgesluit word.	Vormtoets Kandidate moet 'n kaart met albei oë lees, en dan verskillende kaart met elke oog afsonderlik. Kaarte moet van links na regs en van bo na onder gelees word. Die oog wat nie gebruik word nie, moet met 'n kaart bedek word. Die kaarte en verligtingsmiddele moet in ooreenstemming met BS4274-1969 wees en moet in 'n kabinet wees wat so geplaas is dat die middelpunt van 'n Snellon-kaart soos gesien, op die hoogte van die oog van 'n gemiddelde persoon in 'n sittende posisie is. Lanterntoets Om die kandidaat met die lanterkleure vertrouwd te maak, moet die kandidaat een volledige kringloop van ligte met groot openings lees. Die kandidaat moet dan die gekleurde ligte noem soos wat hulle verskyn in vier volledige en een gebroke kringloop van klein openings. Groot openings toon die gekleurde ligte afsonderlik, d.i. rooi, groen of wit. Die klein openings toon die gekleurde ligte in pare in enige kombinasie van die drie kleure of in dieselfde kleur.	Vormtoets <i>Sonder gesigshulpmiddels</i> Die kandidaat moet met sy beste oog korrek lees tot en met reël 7, reël 6 met die ander oog en reël 6 met albei oë. <i>Met gesigshulpmiddels</i> Die kandidaat moet eers sonder die gesigshulpmiddels met sy beste oog korrek lees tot en met reël 5, reël 3 met die ander oog en reël 3 met albei oë. Dan moet die kandidaat met die gesigshulpmiddels en met sy beste oog korrek lees tot en met reël 7, reël 6 met die ander oog en reël 6 met albei oë. Lanterntoets 'n Kandidaat wat rooi met groen verwar of omgekeerd in die groot of klein openings, word geag die toets te gedruip het. 'n Kandidaat wat meer as ses keer in vier volledige en een gebroke kringloop van die klein openings rooi met wit of wit met groen verwar of omgekeerd, word geag die toets te gedruip het. 'n Kandidaat mag die ligte met of sonder gesigshulpmiddels lees, maar gesigshulpmiddels wat ontwerp is om kleurgesigsgebreke reg te stel of aan te pas, mag nie gebruik word nie.
2. Ander aansoekers vir diplomering ingevolge die diplomeringsregulasies vir seevaarders en alle aansoekers vir loodsdienstrystelling.	Soos vir item 1, behalwe dat die "Ishihara"-kaartoets in plaas van die lanterntoets gebruik kan word.	Soos vir item 1, behalwe dat die "Ishihara"-kaartoets in plaas van die lanterntoets gebruik kan word.	Vormtoets (a) Kandidaat jonger as 40 jaar—soos vir item 1. (b) Kandidaat 40 jaar of ouer— <i>Sonder gesigshulpmiddels</i> Die kandidaat moet met sy beste oog korrek lees tot en met reël 7, reël 5 met die ander oog en reël 5 met albei oë. <i>Met gesigshulpmiddels</i> Die kandidaat moet eers sonder die gesigshulpmiddels met albei oë en dan met elke oog korrek lees tot en met reël 3. Dan moet die kandidaat met die gesigshulpmiddels en met sy beste oog korrek lees tot en met reël 7, reël 5 met die ander oog en reël 5 met albei oë. Lanterntoets Soos vir item 1, behalwe dat 'n kandidaat wat voorheen die lanterntoets geslaag het, geag kan word hierdie toets te geslaag het as hy of sy die "Ishihara"-plate 1, 11, 15, 22 en 23 korrek lees.

Opmerkings:

1. Binokulêre sig is 'n vereiste vir nuwe toetreders. Seevaarders wat in diens monokulêr word, moet voldoen aan die standaard vir die beste oog, soos in die tabel hierbo vermeld.
2. 'n Kandidaat wat donkerte-aanpassing in die lanterntoets vereis, word 'n tydperk van 10 minute toegelaat in 'n donker kamer sodat sy of haar oë by die donkerte kan aanpas.
3. 'n Kandidaat wat net die vorm- of lanterntoets druip, kan die toets na goeddunke van die Owerheid herhaal.
4. Kandidate sal op die gepaste vorm in kennis gestel word of hulle gedruip op geslaag het of dat hulle geval vir oorweging verwys is.
5. 'n Kandidaat wat siek is op die dag van die toets of wat medikasie gebruik ten tyde van die toets, kan moontlik die toets druip. Hierdie kandidate moet 'n keuse gegee word om die toets later af te lê wanneer hulle gesond is.
6. Kandidate moet teenoor die gesigsvermoë-ondersoeker verklaar of hulle kontaktlense tydens die toets gaan gebruik al dan nie. 'n Kandidaat wat versuim om die gebruik van kontaktlense te verklaar, sal gepenaliseer word deur verbied te word om die toets te voltooi vir 'n tydperk van twee jaar na die datum waarop hy of sy laas die toets voltooi het, en die resultate van daardie toets sal skriftelik deur die Owerheid ingetrek word.
7. 'n Kandidaat wat gesigshulpmiddels gebruik om die vormtoets te slaag, moet twee stelle sulke gesigshulpmiddels aan die gesigsvermoë-ondersoeker toon.

No. 1198

15 October 2004

MERCHANT SHIPPING ACT, 1951 (ACT No. 57 OF 1951)**MERCHANT SHIPPING (EPIRB REGISTRATION) (AMENDMENT)
REGULATIONS, 2004**

The Minister of Transport has, under section 356 of the Merchant Shipping Act, 1951 (Act No. 57 of 1951), made the regulations in the Schedule.

SCHEDULE**Title and commencement**

1. (1) These regulations are called the Merchant Shipping (EPIRB Registration) (Amendment) Regulations, 2004.
- (2) These regulations commence upon publication in the *Gazette*.

Interpretation

2. In these regulations "the Regulations" means the Merchant Shipping (EPIRB Registration) Regulations, 2002, published by Government Notice No. R. 505 of 26 April 2002.

Substitution of regulation 4 of Regulations

3. The following regulation is substituted for regulation 4 of the Regulations:

"Competent authority

4. (1) For the purposes of these regulations, the Maritime Rescue Co-ordination Centre (the *MRCC*) is designated as the competent authority for the Republic.
- (2) The Annex sets out the MRCC's contact information."

Addition of Annex to Regulations

4. The Regulations are amended by the addition of the following Annex:

"ANNEX**(Regulation 4(2))****CONTACT INFORMATION FOR MARITIME RESCUE CO-ORDINATION
CENTRE (MRCC)**

Physical address: MRCC Cape Town
163 Tygerberg Park
Hendrik Verwoerd Drive
Platteklouf
Cape Town

Postal address: MRCC Cape Town
PO Box 532
Parow
7499

Telephone: (021) 938 3300 **(24 hour service)**
Facsimile: (021) 938 3309".

HANDELSKEEPVAARTWET, 1951 (WET No. 57 VAN 1951)**HANDELSKEEPVAARTREGULASIES (EPIRB-REGISTRASIE)
(WYSIGING), 2004**

Die Minister van Vervoer het kragtens artikel 356 van die Handelskeepvaartwet, 1951 (Wet No. 57 van 1951), die regulasies in die Bylae uitgevaardig.

BYLAE**Titel en inwerkingtreding**

1. (1) Hierdie regulasies heet die Handelskeepvaartregulasies (EPIRB-registrasie) (Wysiging), 2004.
- (2) Hierdie regulasies tree in werking by publikasie in die *Staatskoerant*.

Uitleg

2. In hierdie regulasies beteken "die Regulasies" die Handelskeepvaartregulasies (EPIRB-registrasie), 2002, afgekondig by Goewermentskennisgewing No. R. 505 van 26 April 2002.

Vervanging van regulasie 4 van Regulasies

3. Die volgende regulasie vervang regulasie 4 van die Regulasies:

"Bevoegde owerheid

4. (1) Vir doeleindes van hierdie regulasies word die Maritieme Reddings Koördineringsentrum (die **MRKS**) aangewys as die bevoegde owerheid vir die Republiek.
- (2) Die Aanhangsel verskaf die MRKS se kontak besonderhede."

Byvoeging van Aanhangsel by Regulasies

4. (1) Die Regulasies word gewysig deur die volgende Aanhangsel by te voeg:

"AANHANGSEL

(Regulasie 4(2))

**KONTAK BESONDERHEDE VIR MARITIEME REDDINGS
KOÖRDINERINGSENTRUM (MRKS)**

Standplaas: MRKS Kaapstad
Tygerberg Park 163
Hendrik Verwoerd Rylaan
Plattekloof
Kaapstad

Posadres: MRKS Kaapstad
Posbus 532
Parow
7499

Telefoon: (021) 938 3300 (24 uur diens)
Faks: (021) 938 3309".

No. 1199

15 October 2004

MERCHANT SHIPPING ACT, 1951 (ACT No. 57 OF 1951)

**MERCHANT SHIPPING (NAVIGATION BRIDGE VISIBILITY)
REGULATIONS, 2004**

The Minister of Transport has, under section 356 of the Merchant Shipping Act, 1951 (Act No. 57 of 1951), made the regulations in the Schedule.

SCHEDULE**Title and commencement**

1. These regulations are called the Merchant Shipping (Navigation Bridge Visibility) Regulations, 2004, and come into operation on 1 November 2004.

Interpretation

2. In these regulations any word or expression given a meaning in the Act has the meaning so given and, unless the context indicates otherwise

"Administration", in relation to—

- (a) a South African ship, means the Authority; and
- (b) any other ship, means the government of the State in which the ship is registered or, if unregistered, whose flag it is entitled to fly, or a person or organisation recognised by that government;

"length" has the same meaning as in regulation 2 of the Tonnage Regulations, 1986;

"South African ship" includes an unregistered ship having South African nationality;

"the Act" means the Merchant Shipping Act, 1951 (Act No. 57 of 1951).

Application

3. (1) Subject to subregulation (2), these regulations apply to—

- (a) South African ships anywhere; and
- (b) other ships when in the Republic or its territorial waters.

(2) A provision of these regulations does not apply to a South African ship in the waters of another State where the provision is inconsistent with a law of that State that, by its terms, applies to the ship when in the waters of that State.

Navigation bridge visibility

4. (1) Every ship of 45 metres or more in length constructed on or after 1 July 1998 must meet the following requirements:

- (a) The view of the sea surface from the conning position may not be obscured by more than two ship lengths, or 500 metres, whichever is the less, forward of the bow to 10 degrees on either side under all conditions of draught, trim and deck cargo.
- (b) No blind sector that is caused by cargo, cargo gear or other obstructions outside the wheelhouse forward of the beam and that obstructs the view of the sea surface as seen from the conning position may exceed 10 degrees. The total arc of blind sectors may not exceed 20 degrees. The clear sectors between blind sectors must be at least 5 degrees. However, in the view described in paragraph (a), each individual blind sector may not exceed 5 degrees.
- (c) The horizontal field of vision from the conning position must extend over an arc of not less than 225 degrees, from right ahead to not less than 22,5 degrees abaft the beam on either side of the ship.
- (d) From each bridge wing, the horizontal field of vision must extend over an arc of at least 225 degrees, from at least 45 degrees on the opposite bow through right ahead and then from right ahead to right astern through 180 degrees on the same side of the ship.
- (e) From the main steering position, the horizontal field of vision must extend over an arc from right ahead to at least 60 degrees on each side of the ship.
- (f) The ship's side must be visible from the bridge wing.
- (g) The height of the lower edge of the navigation bridge front windows above the bridge deck must be kept as low as possible. In no case may the lower edge obstruct the forward view as described in this subregulation.
- (h) The upper edge of the navigation bridge front windows must allow a forward view of the horizon, for a person with a height of eye of 1800 millimetres above the bridge deck at the conning position, when the ship is pitching in heavy seas. The Administration, if satisfied that a 1800 millimetre height of eye is unreasonable or impracticable, may allow reduction of the height of eye but not to less than 1600 millimetres.
- (i) Windows must meet the following requirements:
 - (i) framing between navigation bridge windows must be kept to a minimum and may not be installed immediately forward of any workstation;
 - (ii) to help avoid reflections, the navigation bridge front windows must be inclined from the vertical plane top out, at an angle of not less than 10 degrees and not more than 25 degrees;
 - (iii) polarised and tinted navigation bridge windows may not be fitted; and
 - (iv) at all times, regardless of weather conditions, at least two of the navigation bridge front windows and, depending on the bridge configuration, additional windows, must provide a clear view.

(2) (a) Subject to paragraph (b), every ship of 45 metres or more in length constructed before 1 July 1998 must, where practicable, meet the requirements of subregulation (1)(a) and (b).

(b) Paragraph (a) is not to be construed to require any structural alterations or additional equipment.

Exemptions

5. The Authority may grant exemption, on such terms (if any) as it may specify, from all or any of the provisions of these regulations (as may be specified in the exemption) for classes of cases or individual cases and may, after reasonable notice, alter or cancel any such exemption.

Offence and penalty

6. If, without complying with the requirements of these regulations, a ship proceeds or attempts to proceed to sea—

- (a) in the case of a South African ship, from any port within or outside the Republic; or
- (b) in the case of any other ship, from any port within the Republic,

the owner and the master each commits an offence and is liable on conviction to a fine or to imprisonment for a period not exceeding 12 months.

No. 1199

15 Oktober 2004

HANDELSKEEPVAARTWET, 1951 (WET No. 57 VAN 1951)**HANDELSKEEPVAARTREGULASIES (NAVIGASIEBRUG-SIGBAARHEID), 2004**

Die Minister van Vervoer het kragtens artikel 356 van die Handelskeepvaartwet, 1951 (Wet No. 57 van 1951), die regulasies in die Bylae uitgevaardig.

BYLAE**Titel en inwerkingtreding**

1. Hierdie regulasies heet die Handelskeepvaartregulasies (Navigasiebrugsigbaarheid), 2004, en tree in werking op 1 November 2004.

Uitleg

2. In hierdie regulasies het enige woord of uitdrukking waaraan daar in die Wet 'n betekenis geheg is, daardie betekenis, en tensy dit uit die samehang anders blyk, beteken—

"Administrasie", met betrekking tot—

- (a) 'n Suid-Afrikaanse skip, die Owerheid; en
- (b) enige ander skip, die regering van die Staat waarin die skip geregistreer is of, indien die skip nie geregistreer is nie, wie se vlag hy geregtig is om te voer, of 'n persoon of organisasie wat deur daardie regering erken word;

"die Wet" die Handelskeepvaartwet, 1951 (Wet No. 57 van 1951);

"lengte" dieselfde as in regulasie 2 van die Tonnemaatregulasies, 1986;

"Suid-Afrikaanse skip" ook 'n ongeregistreerde skip met Suid-Afrikaanse nasionaliteit.

Toepassing

3. (1) Behoudens subregulasie (2) is hierdie regulasies van toepassing op—

- (a) Suid-Afrikaanse skepe op enige plek; en
- (b) ander skepe wanneer hulle in die Republiek of sy territoriale waters is.

(2) 'n Bepaling van hierdie regulasies is nie op 'n Suid-Afrikaanse skip van toepassing nie in die waters van 'n ander Staat waar die bepaling strydig is met 'n wet van daardie Staat wat, ingevolge sy bepalings, op die skip van toepassing is wanneer hy in die waters van daardie Staat is.

Navigasiebrugsigbaarheid

4. (1) Elke skip met 'n lengte van 45 meter of meer wat op of na 1 Julie 1998 gebou is, moet aan die volgende vereistes voldoen:

- (a) Die uitsig op die see-oppervlak vanuit die leiposisie mag nie vir meer as twee skeeps lengtes, of 500 meter, wat ook al die minste is, voor die boeg tot 10 grade aan elke kant onder alle omstandighede van diepgang, trim en dekvrag versper word nie.
 - (b) Geen blinde sektor wat veroorsaak word deur vrag, vragtoerusting of ander obstrukties buite die stuurhuis dwarsvoor en wat die uitsig op die see-oppervlak versper soos vanuit die leiposisie gesien, mag 10 grade te bowe gaan nie. Die totale boog van blinde sektore mag nie 20 grade te bowe gaan nie. Die oop sektore tussen blinde sektore moet minstens 5 grade wees. In die uitsig wat in paragraaf (a) beskryf is, mag elke individuele blinde sektor egter nie 5 grade te bowe gaan nie.
 - (c) Die horisontale gesigsveld vanuit die leiposisie moet oor 'n boog van minstens 225 grade strek, van reg voor tot minstens 22,5 grade dwarsagter aan elke kant van die skip.
 - (d) Vanaf elke brugvleuel moet die horisontale gesigsveld oor 'n boog van minstens 225 grade strek, van minstens 45 grade aan die teenoorgestelde boeg dwarsdeur tot reg voor en dan van reg voor tot reg agter deur 180 grade aan dieselfde kant van die skip.
 - (e) Vanuit die hoofstuurposisie moet die horisontale gesigsveld oor 'n boog van reg voor tot minstens 60 grade aan elke kant van die skip strek.
 - (f) Die skip se kant moet vanaf die brugvleuel sigbaar wes.
 - (g) Die hoogte van die onderkant van die navigasiebrug se voorste vensters bokant die brugdek moet so laag as moontlik gehou word. In geen geval mag die onderkant die uitsig vorentoe soos in hierdie subregulasie beskryf, versper nie.
 - (h) Die bokant van die navigasiebrug se voorste vensters moet 'n uitsig vorentoe van die horison moontlik maak vir 'n persoon met 'n ooghoogte van 1 800 millimeter bokant die brugdek by die leiposisie wanneer die skip in 'n onstuimige see rol. As die Administrasie seker is dat 'n ooghoogte van 1 800 millimeter onredelik of onprakties is, kan hy toelaat dat die ooghoogte verlaag word tot minstens 1 600 millimeter.
 - (i) Vensters moet aan die volgende vereistes voldoen:
 - (i) Rame tussen navigasiebrugvensters moet tot die minimum beperk word en mag nie onmiddellik voor enige werkstasie geïnstalleer word nie;
 - (ii) om weerkaatsing te help voorkom, moet die navigasiebrug se voorste vensters van die vertikale vlak boontoe skuins na buite wees teen 'n hoek van minstens 10 grade en hoogstens 25 grade;
 - (iii) gepolariseerde en getinte navigasiebrugvensters mag nie aangebring word nie; en
 - (iv) te alle tye, ongeag weerstoestande, moet minstens twee van die navigasiebrug se voorste vensters en, afhangende van die brugkonfigurasie, bykomende vensters 'n duidelike uitsig bied.
- (2) (a) Behoudens paragraaf (b) moet elke skip met 'n lengte van 45 meter of meer wat voor 1 Julie 1998 gebou is, waar prakties doenlik, aan die vereistes van subregulasie (1)(a) en (b) voldoen.

(b) Paragraaf (a) word nie uitgelê om die aanbring van strukturele veranderings of die verskaffing van enige bykomende toerusting te vereis nie.

Vrystellings

5. Die Owerheid kan vrystelling verleen, op sodanige voorwaardes (as daar is) as wat hy bepaal, van al of enige van die bepalinge van hierdie regulasies (soos in die vrystelling vermeld) vir klasse gevalle of individuele gevalle en kan enige sodanige vrystelling na redelike kennisgewing wysig of kanselleer.

Misdryf en straf

6. Indien 'n skip op 'n reis vertrek of poog om te vertrek sonder om te voldoen aan die vereistes van hierdie regulasies—

- (a) in die geval van 'n Suid-Afrikaanse skip, vanuit enige hawe binne of buite die Republiek; of
 - (b) in die geval van enige ander skip, vanuit enige hawe in die Republiek,
- begaan die eienaar en die gesagvoerder elk 'n misdryf en is hulle by skuldigbevinding strafbaar met 'n boete of met gevangenisstraf vir 'n tydperk van hoogstens 12 maande.

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 1167****15 October 2004**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA: EXTENSION OF
MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Canvas for Goods Industry, Witwatersrand and Pretoria 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 25 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1167**15 Oktober 2004**

WET OP ARBEIDSVIRHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE SELDOEKWARENYWERHEID, WITWATERSRAND EN PRETORIA:
UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hiermee, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Seildoekwarenywerheid, Witwatersrand en Pretoria 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 wernemers in daardie Nywerheid, met ingang van 25 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA
MAIN COLLECTIVE AGREEMENT**

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

Canvas Employers' Organisation

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

National Canvas Union of South Africa (NACUSA)**South African Clothing and Textile Workers' Union (SACTWU)**

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

being the parties to the Bargaining Council for the Canvas Goods Industry (Witwatersrand and Pretoria), to amend the agreement published under Government Notice No. R. 586 of 14 May 2004.

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed in the Canvas Goods Industry—

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 said Industry;

1.1.2 in the Magisterial districts of Alberton, Benoni, Boksburg [excluding that portion which, prior to 6 November 1964 (Government Notice No. 1779 of 6 November 1964), fell within the Magisterial District of Heidelberg], Brakpan [excluding those portions which, prior to 25 July 1930, 6 November 1964, 1 April 1966 and 1 July 1972 (Proclamation No. 149 of 25 July 1930 and Government Notices Nos. 1779 of 6 November 1964, 498 of 1 April 1966 and 871 of 26 May 1972, respectively), fell within the Magisterial Districts of Heidelberg and Nigel, but including that portion of the Magisterial District of Heidelberg within, prior to 27 November 1970 (Government Notice No. 2096 of 27 November 1970), fell within the Magisterial District of Brakpan], Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972 (Government Notices Nos. 1105 of 26 July 1963 and 872 of 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Pretoria [including those portions

of the Magisterial Districts of Groblersdal, Cullinan and Brits, which, prior to 28 November 1941, 30 May 1968 and 1 June 1972 (Proclamation No. 225 of 28 November 1941 and Government Notices Nos. 970 of 30 May 1968 and 872 of 26 May 1972, respectively), fell within the Magisterial District of Pretoria, but excluding the farm Geelbeksvley 345], Randburg, Randfontein [excluding the farms Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Phatiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 and Rietfontein 48, but including those portions of the Magisterial Districts Oberholzer and Koster, which, prior to 14 August 1953 and 26 July 1963, (Government Notices Nos. 1718 of 14 August 1953 and 1105 of 26 July 1963, respectively), fell within the Magisterial District of Randfontein], Roodepoort, Springs and Westonaria [excluding those portions which, prior to 1 October 1966 and 1 September 1978 (Government Notices Nos. 476 of 30 September 1966 and 1745 of 1 September 1978), fell within the Magisterial Districts of Vanderbijlpark and Potchefstroom, respectively, but including the portion of the Magisterial District of Vereeniging which, prior to 1 November 1970 (Government Notice No. 1618 of 2 October 1970), fell within the Magisterial District of Westonaria] and Wonderboom.

1.2 Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 7.

1.3 The terms of this Agreement shall not apply to—

1.3.1 non-parties in respect of clauses 1.1.1, 2, 5.6, 6.4 and 8.4;

1.3.2 employees whose wages are not prescribed in the wage schedule contained in clause 7 of this Agreement.

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 6: LEAVE AND PUBLIC HOLIDAYS

Substitute the following for subclause 6.5.7:

"6.5.7 However, these provisions do not prevent an employee requesting an additional two days' family responsibility leave, which leave shall be unpaid leave. Such application shall be motivated by the employee concerned, and submitted with reasonable proof of an event contemplated in terms of clause 6.5.2 above. While the granting of additional family responsibility leave is at the discretion of the employer, motivated applications shall not be unreasonably refused."

4. CLAUSE 7: REMUNERATION

4.1 Substitute the following for subclause 7.1.1:

"7.1.1 Subject to the provisions of subclauses 7.1.2 and 7.1.3 of this clause and clause 7.3 of this Agreement, no employer shall pay and no employee shall accept for his particular class of work less than the following wages

<i>Class of work</i>	<i>Per week</i>	<i>Category</i>
(a) Blindhanger	R668,25	Skilled
(b) (i) Chopper-out (unqualified):		
First six months	R475,90	Unskilled
Second six months	R498,32	Semi-skilled
Third six months	R517,65	Semi-skilled
(ii) Chopper-out (qualified)	R544,73	Skilled
(c) (i) Cutter (learner):		
First six months	R507,90	Unskilled
Second six months	R542,50	Semi-skilled
Third six months	R563,36	Semi-skilled
Fourth six months	R589,58	Semi-skilled
Fifth six months	R623,53	Semi-skilled
(ii) Cutter (qualified)	R635,86	Skilled
(d) (i) Driver (deliveries) of motor vehicle with an unladen mass of—		
up to 450 kg	R475,90	Skilled
more than 450 kg but not more than 2 750 kg	R480,70	Skilled
more than 2 750 kg but not more than 4 550 kg	R546,33	Skilled
more than 4 550 kg	R567,98	Skilled
(ii) Driver (staff)	R475,90	Skilled

	<i>Class of work</i>	<i>Per week</i>	<i>Category</i>
(e)	Foreman	R831,72	Skilled
(f)	(i) General assistant (unqualified):		
	First six months	R475,90	Unskilled
	Second six months	R498,32	Semi-skilled
	Third six months	R519,14	Semi-skilled
	Fourth six months	R546,33	Semi-skilled
	Fifth six months	R572,61	Semi-skilled
	(ii) General assistant (qualified)	R638,94	Skilled
(g)	Handyman	R557,18	Semi-skilled
(h)	Mechanic	R674,40	Skilled
(i)	Machinist (heavy machines)	R635,86	Skilled
(j)	(i) Machinist unqualified (other machines):		
	First six months	R475,90	Unskilled
	Second six months	R507,90	Semi-skilled
	(ii) Machinist qualified (other machines)	R545,65	Skilled
(k)	Night watchman	R504,71	Unskilled
(l)	Not elsewhere specified	R475,90	Unskilled
(m)	Welding machine operator	R488,70	Skilled
(n)	General worker/labourer	R498,32	Unskilled".

4.2 Substitute the following for subclause 7.5:

"7.5 Long service bonus

7.5.1 Until the last working day of December 2004, a bonus for long service shall be paid to employees on the said last working day as follows:

7.5.1.1 10 to 12 years' service—the equivalent of one day's wages.

7.5.1.2 13 to 14 years' service—the equivalent of two days' wages.

7.5.1.3 15 year's service and over—the equivalent of three days' wages.

7.5.2 The benefits payable under this subclause shall cease in their entirety with effect from 1 January 2005".

5. CLAUSE 15: COUNCIL FUNDS

Substitute the expression "75c" for the expression "50c" in subclause 15.1.

6. CLAUSE 17: SICK FUND

Substitute the following for subclause 17.2:

"17.2 For the purpose of meeting the expenses of the Fund, every employer shall make the following contributions in respect of employees actually being paid the remuneration stated below, one half of which shall be deductible from the remuneration of the employees:

<i>Wages per week payable</i>	<i>Weekly contributions</i>
From R225,00 per week upwards	R20,00

Stamps having a face value equal to the weekly contribution in respect of each employee shall be purchased by the employer from the Council and inserted by him in such employee's Sick Fund book not later than the last day of the month in respect of which the contributions are due. Such books shall be provided by the Council free of charge and the stamps inserted therein shall constitute, for the purpose of determining the benefits to which the employee is entitled, a prima facie record of the contributions made in respect of such employee.

Such contributions shall also be made when an employee is being paid in terms of clauses 6.1.1.9, and 10.1 of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages".

6.2 Substitute the expression "R5,00" for the expression "R3,00" in subclause 17.11.1 (iv).

6.3 Delete subclause 17.11.1 (x).

6.4 Substitute the expression "R20,00" for the expression "R16,00" in clause 17.11.4 (i).

6.5 Insert the following subclause:

"17.11.6.8 A no claim bonus equivalent to 10% of an employee's annual cumulative contribution to the Fund shall be paid to that employee in the event of no claims in terms of the Fund being submitted or paid during the period 1 January 2005 to 31 December 2005".

7. CLAUSE 21: PROVIDEND FUND

Substitute the following for subclause 21.4:

"21.4 The Provident Fund contribution for the duration of this Agreement shall be made by each employee who is a member of the Provident Fund and shall be 7% of the employee's gross wages. An equal contribution shall be made by the employer".

8. ANNEXURE B

Delete Annexure "B".

Signed at Johannesburg on behalf of the parties to the council this 24th day of June 2004.

S. E. MARCUSSEN
Chairperson of the Council

CANVAS EMPLOYERS' ORGANISATION

S. E. MARCUSSEN
Chairperson

NACUSA K. ZUMA
General Secretary

SACTWU M. MAHLATSANE
Regional Secretary

S. S. COHEN
Secretary of the Council

No. R. 1168

15 October 200

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE KWAZULU-NATAL REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1289 of 19 September 2003 and R. 521 of 30 April 2004 with effect from 18 October 2004.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1168

15 Oktober 200

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNIGEWINGS

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIE VERVAARDIGINGSNYWERHEID: VOORSORGFONDS OOREENKOMS VIR DIE KWAZULU-NATAL STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 1289 van 19 September 2003 en R. 521 van 30 April 2004 met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA
Minister van Arbeid

No. R. 1169**15 October 2004**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF PROVIDENT FUND COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE KWAZULU-NATAL REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1169**15 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN VOORSORGFONDS KOLLEKTIEWE HERBEKRAKTIGING EN WYSIGINGSOOREENKOMS VIR DIE KWAZULU-NATAL STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY****PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE KWAZULU-NATAL REGION**

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

Natal Clothing Manufacturers' Association

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

Southern Africa Clothing and Textile Workers' Union

hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Clothing Industry—
 - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged and employed in the Industry;
 - (b) in the Magisterial District of Chatsworth, Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
 - (a) apply in respect of employees for whom wages are prescribed in the Main Agreement; and
 - (b) not apply in respect of employees whose basic wages exceed two and a half times the wage rate for a qualified Grade 1 employee or whose occupation is monthly paid and of a managerial, specialist technical or non-production related nature.
- (3) (a) The purpose of this Agreement is to make provision for retirement, disability, death and retrenchment benefits.
- (b) Employers employing five or fewer employees shall, upon application to the Council in terms of clause 15 of the Agreement published under *Government Notice* No. 1516 of 27 November 1998 be exempted from this Agreement.
- (c) Where an employer or an employee can satisfy the Council that any of the provisions of this Agreement are restricting entrepreneurial initiative and/or employment opportunities, such employer or employee may apply to the Council for exemption from those specified provisions in terms of clause 15 of this Agreement.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 32 (2) of the Act, and shall remain in force until 30 June 2005.

3. SPECIAL PROVISIONS

The provisions of clause 15B and 18 (5) of the Agreement published under Government Notice No. R. 1516 of 27 November 1998, as amended and re-enacted by Government Notices Nos. R. 1281 of 29 October 1999, R. 399 of 28 March 2003, R. 782 of 20 June 2003, R. 1289 of 19 September 2003 and R. 521 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 15A, 16 to 18 (4) and 18 (6) to 20 of the Former Agreement (as further amended and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following after the definition of "Clothing Industry" or "Industry":

"**'complying employer'** means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund Contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

Signed at Cape Town on behalf of the parties, this 6th day of August 2004.

M. W. SIDDONS

Chairperson

C. O. JEFTHA

Vice-Chairperson

W. A. ROBERTS

Acting General Secretary

No. R. 1170

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: MAIN COLLECTIVE AGREEMENT FOR THE KWAZULU-NATAL REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1285 of 19 September 2003 and R. 522 of 30 April 2004 with effect from 18 October 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1170

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: HOOF KOLLEKTIEWE OOREENKOMS VIR DIE KWAZULU-NATAL STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskenisgewings Nos. R. 1285 van 19 September 2003 en R. 522 van 30 April 2004 in met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1171

15 October 2004

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE KWAZULU-NATAL REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from 18 October 2004, and for the period ending 30 June 2005.

M.M.S. MDLADLANA

Minister of Labour

No. R. 1171

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE KWAZULU-NATAL STREEK

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 Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M.M.S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY****MAIN COLLECTIVE AGREEMENT FOR THE KWAZULU-NATAL REGION**

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

Natal Clothing Manufacturers' Association

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

Southern Africa Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION OF THE AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in the Industry;
 - (b) in the Magisterial Districts of Chatsworth, Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela.
- (2) Notwithstanding the provisions of subclause (1), the terms of the Agreement shall—
 - (a) apply in respect of employees for whom wages are prescribed in this Agreement; and
 - (b) not apply in respect of employees whose basic wages exceed two and a half times the wage rate for a qualified Grade 1 employee or whose occupation is mostly paid and of a managerial, specialist, technical or non-production related nature.
- (3) (a) The purpose of this Agreement shall be to establish levels of remuneration and other conditions of employment or employees within seeking to restrict entrepreneurial initiative and employment opportunities.
- (b) Employers employing five or fewer employees shall, upon application to the Council in terms of clause 23, be exempted from this Agreement.
- (c) Where an employer or an employee can satisfy the Council that any of the provisions of this Agreement are restricting entrepreneurial initiative and/or employment opportunities, such employer or employee may apply to the Council for exemption from those specific provisions in terms of clause 23 of the Agreement.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as the Minister of Labour extends the Agreement to non-parties and shall remain in force until 30 June 2005.

3. SPECIAL PROVISIONS

The provisions contained in clauses 4 (5), 23B, 33 and 38 (5) of the Agreement published under Government Notice No. R. 1517 of 27 November 1998 as amended, extended and re-enacted by Government Notices Nos. R. 1259 of 22 October 1999, R. 225 of 14 February 2003, R. 781 of 20 June 2003, R. 1285 of 19 September 2003 and R. 522 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the Collective Agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 4 (4), 4 (6) to 23A, 24 to 32, 34 to 38 (4) and 38 (6) to 41 of the Former Agreement (as further amended, extended and re-enacted from time to time) shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Substitute the following for the existing definition of "complying employer":

"**'complying employer'** means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

(1) Substitute the following for subclause 4 (1):

"(1) No employer shall pay and no employee shall accept wages lower than the weekly wages prescribed below:

Experience	Grade 1	Grade 2	Grade A	Head Cutter	Assist head Cutter	Cutter/ Trimmer	B/Knife Cutter	Mechanic	Clerk	Watchman	Driver 1	Driver 2	Driver 3	Driver 4	Fore- person
0-6 months.....	343,20	341,40	359,65	829,55	663,65	327,00	365,75	411,35	378,90	467,00	438,65	479,35	558,90	675,10	639,15
7-12 months.....	379,65	451,90	463,05			365,30	406,20	472,40	427,75						
13-18 months.....	416,00					402,05	443,25	542,10	467,95						
19-24 months.....	520,00					445,85	485,40	611,85	557,20						
25-30 months.....						521,25	548,50	686,30							
31-36 months.....								754,60							
37-42 months.....								821,90							
> 43 months.....								891,50							

Whenever a qualified Grade 2 employee is transferred to another occupation classified as the work of a Grade 1 employee, he shall receive not less than his existing rate of pay for a period of six months and thereafter, on completion of that period, he shall receive his next increment and thereafter the prescribed increments in his new occupation. An unqualified Grade 2 employee who is transferred to another occupation classified as the work of a Grade 1 employee, shall be paid not less than the wage he was receiving prior to his transfer, but shall be paid the prescribed increments in his new occupation."

(2) In subclause (6), substitute the expression "2004" for the expression "2003" wherever it appears.

(3) Delete clause 39 and renumber clause 40 and 41 accordingly.

Signed at Cape Town on behalf of the parties, this 6th day of August 2004.

M. W. SIDONS

Chairperson

C. O. JEFTHA

Vice-Chairperson

W. A. ROBERTS

Acting General Secretary

No. R. 1172

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1295 of 19 September 2003 and R. 516 of 30 April 2004, with effect from 18 October 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1172

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

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

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, die Goewermenskennisgewings Nos. R. 1295 van 19 September 2003 en R. 516 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1173

15 October 2004

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF THE PROVIDENT FUND COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE EASTERN CAPE REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1173

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN DIE VOORSORGFONDS KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE OOS-KAAP STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

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

Eastern Province Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the Magisterial Districts of—

(i) Port Elizabeth, including that portion of Hankey which, prior to the publication of Government Notice No. 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth, including that portion which was transferred by the publication of Government Notice No. 1687 of 5 September 1975 to Uitenhage and excluding that portion of Hankey which was transferred by Government Notice No. 1974 of 26 September 1980 to Port Elizabeth; and

(iii) East London, including that portion which was transferred to Mdantsane by Government Notice No. 1481 of 27 August 1971, excluding those portions of the Ciskei which were transferred to East London by Government Notice No. 1877 of 4 September 1981 and Government Notice No. 1079 of 10 June 1988 and including that portion which was transferred to Ciskei by Government Notice No. 2354 of 5 October 1980.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation:

(1) In respect of the parties to this Agreement, on the date of signature;

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

and shall remain in force until 30 June 2005.

3. SPECIAL PROVISIONS

The provisions of clause 7B of the Agreement published under Government Notice No. R. 1444 of 10 December 1999 as amended, extended and re-enacted by Government Notices Nos. R. 666 of 30 June 2000, No. R. 249 of 21 February 2003, No. R. 790 of 20 June 2003, R. 1295 of 19 September 2003 and R. 516 of 30 April 2004 (hereinafter referred to as the "Former Agreement", as further amended, extended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7A and 8 to 9 of the Former Agreement (as further amended, extended and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following after the definition of "Clothing Industry" or "Industry".

'complying employer' means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

Signed at Cape Town on behalf of the parties, this 6th day of August 2004.

M.W. SIDDONS

Chairperson

C.O. JEFTHA

Vice-Chairperson

W.A. ROBERTS

Acting General Secretary

No. R. 1174

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1291 of 19 September 2003 and R. 519 and R. 520 of 30 April 2004, with effect from 18 October 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1174

15 Oktober 2004

WET OP ARBEIDSVIRHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

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

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskenisgewings Nos. R. 1291 van 19 September 2003 en R. 519 en R. 520 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1175

15 October 2004

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF COLLECTIVE FUND RE-ENACTING AND AMENDING AGREEMENT FOR THE NORTHERN REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1175

15 Oktober 2004

WET OP ARBEIDSVIRHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN KOLLEKTIEWE HERBEKRAFTIGING- EN WYSIGINGSOOREENKOMS VIR DIE NOORDELIKE STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hiermee, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

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

Transvaal Clothing Manufacturers' Association

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

Southern Africa Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

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

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

3. SPECIAL PROVISIONS

The provisions contained in clauses 8, 13 (5) and 14B of the Agreement published under Government Notice No. R. 828 of 23 July 1999, as amended, extended, renewed and re-enacted by Government Notices Nos. R. 378 of 14 April 2000, R. 543 of 2 June 2000, R. 397 of 5 April 2002, R. 247 of 21 February 2003, R. 785 and R. 786 of 20 June 2003, R. 1291 of 19 September 2003 and R. 519 and R. 520 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended, extended, renewed and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7, 9 to 13 (4), 13 (6) to 14A and 15 to 17 of the Former Agreement (as further as amended, extended, renewed and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following new definition after the definition of "Clothing Industry" or "Industry":

"**complying employer**" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund Contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

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

- (1) Amend the heading of clause 5 to read as follows:

"5. MEDICAL BENEFIT SOCIETIES".

- (2) Insert the following new heading and opening sentence before subclause (1):

"A. Clothing Industry Medical Benefit Society (Northern Areas)

The following provisions shall apply to the above Society only and shall not be construed as to include, or to be confused with, the Society referred to in Part B of this clause:"

- (3) Substitute the following for subclauses 2 (a) and (b):

"(2) (a) Every employer shall on the pay day of each pay week deduct from the wages of each of his employees for whom minimum wages are prescribed in Part A of clause 4 (7) of the Main Agreement (Clothing) of this Council, other than employees referred to in subclause (8) (a) (iii), an amount of R7,20: Provided that no deduction shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fall due.

(b) The employer shall in the manner set out in paragraph (c) below, pay the amounts so deducted, together with an amount of R7,60 in respect of each employee from whose wages deductions were made in terms of paragraph (a) above."

- (4) Insert the following after subclause (19):

"B. Millinery Industry Medical Benefit Society (Northern Areas)

The following provisions shall apply to the above Society only and shall not be construed so as to include, or to be confused with, the Society referred to in Part A of this clause:

- (1) The Society known as the Millinery Industry Medical Benefit Society (Northern Areas) is hereby continued.

(2) (a) Every employer shall, on the pay day of each pay week deduct from the wages of each of his employees for whom minimum wages are prescribed in Part B of clause 4 (7) of the Main Agreement (Clothing) of the Council, an amount of R7,20: Provided that no deduction shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fall due.

(b) The employer shall in the manner set out in paragraph (c) below, pay the amounts so deducted together with an amount of R7,60 in respect of each employee from whose wages deductions were made in terms of paragraph (a) above.

(c) The total sum representing the employer's contribution and the members' contributions in terms of paragraphs (a) and (b) above, shall be forwarded monthly by the employer to Secretary of the Council, PO Box 5101, Johannesburg, 2000, together with a statement in the form and manner specified by the Council, within seven days from the end of the week in which the deductions fall due.

- (3) A copy of the constitution, rules and list of benefits and amendments thereof shall be available for inspection by any registered employer or employee in the Industry at the offices of the Council."

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

- (1) Amend the heading of clause 7 to read as follows:

"7. SICK PAY FUNDS".

- (2) Insert the following new heading and opening sentence before subclause (1):

"A. Clothing Industry Sick Pay Fund (Northern Areas)

The following provisions shall apply to the above Fund only and shall not be construed so as to include, or to be confused with, the Fund referred to in Part B of this clause:"

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

- (2) (a) Every employer shall on the pay day of each pay week deduct from the wages of each of his employees for whom minimum wages are prescribed in Part A of clause 4 (1) of the Main Agreement (Clothing) of this Council an amount of R2,00: Provided that no deduction shall be made from the wages of an employee who has worked less than 20 hours in the week in which the deductions fall due."

(4) In subclause (2) (b), substitute the amount "R2,50" for the amount "R1,70".

(5) Insert the following after subclause (12):

"B. Millinery Industry Sick Pay Fund (Northern Areas)

The following provisions shall apply to the above Fund only and shall not be construed so as to include, or to be confused with, the Fund referred to in Part A of this clause:

- (1) The fund known as the Clothing Industry Sick Pay Fund (Northern Areas), in this Part referred to as the "Fund", is hereby continued.
- (2) (a) Every employer shall on the pay day of each pay week deduct from the wages of each of his employees for whom minimum wages are prescribed in Part B of clause 4 (7) of the Main Agreement (Clothing) of the Council, and who has completed the trial period, an amount of R2,00: Provided that no deduction shall be made from the wages of an employee who has worked less than 20 hours in the week in which the deductions fall due.
- (b) The employer shall, in the manner set out in paragraph (c) below, pay the amounts so deducted, together with an amount of R2,50 in respect of each employee from whose wages deductions were made in terms of paragraph (a) above.
- (c) The total sum representing the employer's contribution and the members' contributions in terms of paragraphs (a) and (b) above, shall be forwarded monthly by the employer to the Secretary of the Council, PO Box 5101, Johannesburg, 2000, together with a statement in the form and manner specified by the Council, within seven days from the end of the week in which the deductions fall due.
- (3) A copy of the constitution, rules and list of benefits shall be available for inspection by any registered employer or employee in the Industry at the office of the Fund during ordinary office hours.
- (4) The provisions of clause 4 (3) of this Agreement shall mutatis mutandis apply to this clause."

8. CLAUSE 9 OF THE FORMER AGREEMENT: PROVIDENT FUND

(1) Amend the heading of clause 9 to read as follows:

"9. PROVIDENT FUNDS".

(2) Insert the following new heading and opening sentence before subclause (1):

"A. Clothing Industry Provident Fund (Northern Areas)

The following provisions shall apply to the above Fund only and shall not be construed as to include, or to be confused with, the Fund referred to in Part B of the clause:"

(3) Substitute the following for subclause (5) (a) (i):

- "(5) (a) (i) Every employer shall, on the pay day of each pay week, deduct from the wages of each contributor in his employ 5,75% of the prescribed wage payable to such contributor in terms of Part A of clause 4 (1) of the Main Agreement (Clothing) of the Council, calculated to the nearest cent: Provided that no deduction shall be made from the wages of a contributor who has worked for less than 20 hours in the week in which the deductions fall due."

(4) Insert the following after subclause (15):

"B. Millinery Industry Provident Fund (Northern Areas)

The following provisions shall apply to the above Fund only and shall not be construed so as to include, or to be confused with, the Fund referred to in Part A of this clause:

- (1) The Fund known as the Millinery Industry Provident Fund (Northern Areas), in this part referred to as (the "Fund"), is hereby continued.
- (2) (a) (i) Every employer shall, on the pay day of each pay week, deduct from the wages of each contributor in his employ who has completed the trial period 5,75% of the prescribed wage payable to such contributor in terms of Part B of clause 4 (8) of the Main Agreement (Clothing) of the Council, calculated to the nearest cent: Provided that no deduction shall be made from the wages of a contributor who has worked for less than 20 hours in the week in which the deductions fall due.
- (ii) To the aggregate amount deducted under subparagraph (i), every employer shall contribute an amount equal to 6,5% in respect of each employee.

- (iii) The employer shall forward the total amounts deducted under subparagraph (i), together with his own contributions in terms of subparagraph (ii), to the Secretary of the Council, PO Box 5101, Johannesburg, 2000, together with a statement in the form and manner specified by the Council, within seven days from the date on which the deductions were made.
- (c) The provision of subclause 4 (3) of this Agreement shall mutatis mutandis apply to this clause.
- (3) A copy of the constitution, rules and list of benefits shall be available for inspection by any registered employer or employee in the Industry at the office of the Fund during ordinary office hours."

Signed at Cape Town on behalf of the parties, this 6th day of August 2004.

M. W. SIDDONS

Chairperson

C. O. JEFTHA

Vice-Chairperson

W. A. ROBERTS

Acting General Secretary

No. R. 1176

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY:
PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1293 of 19 September 2003 and R. 503 and R. 504 of 30 April 2004 and R. 883 of 30 July 2004 with effect from 18 October 2004.

M.M.S. MDLADLANA

Minister of Labour

No. R. 1176

15 Oktober 2004

WET OP ARBEIDSVARHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

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

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, die Goewermenskennisgewings Nos. R. 1293 van 19 September 2003, R. 503 en R. 504 van 30 April 2004 en R. 883 van 30 Julie 2004 in, met ingang van 18 Oktober 2004.

M.M.S. MDLADLANA

Minister van Arbeid

No. R. 1177

15 October 2004

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES
OF THE PROVIDENT FUND COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE WESTERN CAPE
REGION**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1177

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN DIE VOORSORGFONDS KOLLEKTIEWE HERBEKRAFTIGING- EN WYSIGINGSOOREENKOMS VIR DIE WES-KAAP STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Nasionale Bedingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

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

Cape Clothing Association

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

Southern Africa Clothing and Textile Workers' Union

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

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

1. SCOPE OF APPLICATION

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

- (a) by employers and employees who are members of the employers' organisation and the trade union, respectively, and who are engaged and employed in the Industry;
- (b) in the Magisterial Districts of Bellville, George, Goodwood, Malmesbury (including that portion from which the Magisterial District of Moorreesburg was constituted on 29 November 1985 by Government Notice No. 2649), Simonstown, Somerset West, Strand, The Cape, Worcester and Wynberg, including those portions of the Magisterial Districts of Bellville, Goodwood, Simonstown and Wynberg from which the Magisterial District of Mitchells Plain was constituted on 2 March 1992.

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

- (a) apply in respect of employees for whom wages are prescribed in the Main Collective Agreement, the Knitting Division Collective Agreement and the Country Areas Collective Agreement for the Western Cape Region of the Council;
- (b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Collective Agreement of the Regional Council.

(3) Notwithstanding the provisions of subclauses (1) and (2), the terms of this Agreement shall apply in respect of employees and working directors who were contributors as at the date of coming into operation of the Agreement published under Government Notice No. R. 629 of 28 May 1999.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour, in terms of section 32 (2) of the Act, and shall remain in force until 30 June 2005.

3. SPECIAL PROVISIONS

The provisions of clause 16B and 18 (5) of the Agreement published under Government Notice No. R. 231 of 28 February 2003 as extended, amended and re-enacted by Government Notices Nos. R. 793 and R. 794 of 20 June 2003, R. 1293 of 19 September 2003, R. 503 and 504 of 30 April 2004 and R. 883 of 30 July 2004 (hereinafter referred to as the "Former Agreement"), as further extended, amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 16A, 17 to 18 (4) and 18 (6) to 20 of the Former Agreement (as further extended, amended and renewed from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following after the definition of "Clothing Industry" or "Industry":

"**complying employer**" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

Signed at Cape Town on behalf of the parties, this 6th day of August 2004.

M. W. SIDDONS

Chairperson

C. O. JEFTHA

Vice-Chairperson

W. A. ROBERTS

Acting General Secretary

No. R. 1178

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY:
MAIN COLLECTIVE AGREEMENT FOR THE EASTERN CAPE REGION**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1272 of 12 September 2003 and R. 523 of 30 April 2004, with effect from 18 October 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1178

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID:
HOOF KOLLEKTIEWE OOREENKOMS VIR DIE OOS-KAAP STREEK**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings Nos. R. 1272 van 12 September 2003 en R. 523 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1179

15 October 2004

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-
PARTIES OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE EASTERN CAPE REGION**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1179

15 October 2004

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE HERBEKRAKTIGING- EN WYSIGINGSOOREENKOMS VIR DIE OOS-KAAP STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY,
MAIN COLLECTIVE AGREEMENT FOR THE EASTERN CAPE REGION**

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

Eastern Province Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Clothing Industry—
 - (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade union and who are engaged or employed in the said Industry; and
 - (b) within the Magisterial Districts of—
 - (i) Port Elizabeth, including that portion of Hankey which, prior to the publication of Government Notice No. 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth, including that portion which was transferred by the publication of Government Notice No. 1687 of 5 September 1975 to Uitenhage and excluding that portion of Hankey which was transferred by Government Notice No. 1974 of 26 September 1980 to Port Elizabeth; and
 - (ii) East London, including that portion which was transferred to Mdantsane by Government Notice No. 1481 of 27 August 1971, excluding those portions of the Ciskei that were transferred to East London by Government Notice No. 1877 of 4 September 1981 and Government Notice No. 1079 of 10 June 1988 and including that portion that was transferred to Ciskei by Government Notice No. 2354 of 5 October 1990.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are specified in this Agreement.
- (3) The terms of this Agreement shall not apply to a designer, foreman, factory clerk and supervisor who are remunerated monthly at a rate in excess of the weekly wage specified in this Agreement for such employees, multiplied by four and a third, and whose conditions of employment include the following provisions:
 - (a) That his contract of service may not be terminated without a month's notice;
 - (b) that his monthly remuneration may not be reduced as a result of short time working, unpaid public holidays or periods of absence through illness, not exceeding 10 working days in any one year of employment and subject to the production of a medical certificate, if required by the employer.
- (4) Clause 1 (1) (a), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation—

- (1) in respect of the parties to this Agreement, on the date of signature;
 - (2) in respect of non-parties, on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties;
- and shall remain in force until 30 June 2005.

3. SPECIAL PROVISIONS

The provisions contained in clauses 11.1, 14.4B and 14.6 (5) of the Agreement published under Government Notice No. R. 1204 of 29 October 1999 as amended and re-enacted by Government Notices Nos. R. 227 of 14 February 2003, R. 789 of 20 June 2003, R. 1272 of 12 September 2003 and R. 523 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 10, 11.2 to 14.4A, 14.5 to 14.6 (4) and 14.6 (6) to 16 of the Former Agreement (as further amended and re-enacted from time) shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following after the definition of "Clothing Industry" or "Industry":

"'complying employer' means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

6. CLAUSE 6 OF THE FORMER AGREEMENT: WAGES

(1) Substitute the following for subclause 6.1 (1):

"(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out below:

	Wage per week from the date of coming into operation of Agreement
	R
(a) Foreman	859,89
(b) Designer:	1 095,64
(i) Qualified:	
(ii) Leaners:	
First six months of experience	374,29
Second six months of experience	435,13
Third six months of experience	521,42
Fourth six months of experience	580,93
Fifth six months of experience	645,84
Six six months of experience	700,27
Seventh six months of experience	762,13
Eighth six months of experience	823,36
Ninth six months of experience	873,06
Thereafter, the wage specified in (b) (i) i.e.	1095,64
(c) Grader:	786,91
(i) Qualified:	
(ii) Leaners:	
First six months of experience	370,87
Second six months of experience	403,15
Third six months of experience	438,45
Fourth six months of experience	459,42
Fifth six months of experience	531,44
Six six months of experience	568,94
Seventh six months of experience	600,33

	Wage per week from the date of coming into operation of Agreement
	R
Eighth six months of experience	630,82
Ninth six months of experience	671,09
Thereafter the wage specified in (c) (i), i.e.	786,91
(d) Marker-in:	
(i) Qualified:	600,33
(ii) Leaners:	
First six months of experience	370,87
Second six months of experience	397,10
Third six months of experience	423,53
Fourth six months of experience	451,76
Fifth six months of experience	504,82
Thereafter, the wage specified in (d) (i), i.e.,	600,33
(e) Band-knife cutter:	
Qualified:	600,33
Note: Subject to the availability of a band-knife, only a qualified cutter-out shall progress to this class of employee.	
(f) Cutter-out:	
(i) Qualified:	530,43
(ii) Leaners:	
First six months of experience	370,87
Second six months of experience	388,28
Third six months of experience	400,95
Fourth six months of experience	415,32
Fifth six months of experience	433,05
Thereafter, the wage specified in (f) (i), i.e.,	530,43
(g) Layer-up:	
(i) Qualified	415,92
(ii) Learners:	
first six months of experience	370,87
second six months of experience	378,91
third six months of experience	385,37
fourth six months of experience	391,66
Thereafter, the wage specified in (g) (i), i.e.,	415,92
(h) Specialised presser:	
(i) Qualified	578,73
(ii) Learners:	
first six months of experience	370,87
second six months of experience	386,15
third six months of experience	399,77
fourth six months of experience	415,32
fifth six months of experience	432,08
sixth six months of experience	446,62
seventh six months of experience	488,70

	Wage per week from the date of coming into operation of Agreement
	R
eighth six months of experience.....	506,02
ninth six months of experience.....	517,49
Thereafter, the wage specified in (h) (i) i.e.....	578,73
(i) Examiner:	
(i) Qualified	495,03
(ii) Learners:	
first six months of experience.....	415,32
Thereafter, the wage specified in (i) (i), i.e.....	495,03
(j) Machinist, presser, trimmer, factory clerk, embroidery machinist and cloak-room attendant:	
(i) Qualified	485,85
(ii) Learners:	
first six months of experience.....	370,87
second six months of experience.....	379,39
third six months of experience	390,51
fourth six months of experience	403,85
fifth six months of experience.....	414,12
Thereafter, the wage specified in (j) (i), i.e.....	485,85
(k) Progress examiner:	
(i) Qualified	490,92
(ii) Learners:	
first six months of experience.....	389,50
Thereafter, the wage specified in (k) (i), i.e.....	490,92
(l) Despatcher:	
(i) Qualified	464,73
(ii) Learners:	
first six months of experience.....	392,20
Thereafter, the wage specified in (l) (i), i.e.....	464,73
(m) Checker in the knitting section:	
(i) Qualified	413,24
(ii) Learners:	
first six months of experience.....	370,87
second six months of experience.....	378,91
third six months of experience	388,27
Thereafter, the wage specified in (m) (i), i.e.....	413,24
(n) General Worker:	
(i) Qualified	400,58
(ii) Learners:	
first six months of experience.....	370,87
second six months of experience.....	378,91
Thereafter, the wage specified in (n) (i), i.e.....	400,58
(o) Steambox pleater:	
(i) Qualified	372,62

	Wage per week from the date of coming into operation of Agreement
	R
(ii) Learners:	
first six months of experience.....	370,87
second six months of experience.....	387,59
third six months of experience.....	399,77
fourth six months of experience.....	414,79
Thereafter, the wage specified in (o) (i), i.e.....	372,62
(p) Plain sewer:	
(i) Qualified.....	414,79
(ii) Learners:	
first six months of experience.....	370,87
second six months of experience.....	375,05
third six months of experience.....	379,39
fourth six months of experience.....	385,37
fifth six months of experience.....	392,20
Thereafter, the wage specified in (p) (i), i.e.....	414,79
(q) General assistant.....	453,47
(r) Cleaner.....	403,85
(s) Tea maker.....	403,85
(t) Watchman.....	490,93
(u) Motor vehicle driver:	
(i) Driver of a motor vehicle the unladen mass of which—	
(aa) does not exceed 453 kg.....	489,24
(ab) exceeds 453 kg but does not exceed 2 722 kg.....	526,31
(ac) exceeds 2 722 kg but does not exceed 4 536 kg.....	581,46
(ad) exceeds 4 536 kg.....	680,74
(ii) Part-time driver of a motor vehicle.....	454,19
(v) Clicker:	
(i) Qualified.....	794,08
(ii) Learners:	
first six months of experience.....	370,84
second six months of experience.....	400,95
third six months of experience.....	433,81
fourth six months of experience.....	489,89
fifth six months of experience.....	526,96
sixth six months of experience.....	555,58
seventh six months of experience.....	589,48
eighth six months of experience.....	620,54
Ninth six months of experience.....	653,92
Thereafter, the wage specified in (v) (i), i.e.....	794,08
(w) Beader.....	495,03
(x) Chlorinator.....	445,73
(y) Compounder.....	526,98

	Wage per week from the date of coming into operation of Agreement
	R
(z) Dipper:	
(i) Qualified:	
Category A.....	526,98
Category B.....	539,04
Category C.....	556,20
(ii) Learners:	
First six months of experience in Category A.....	401,43
First six months of experience in Category B.....	526,98
First six months of experience in Category C.....	539,04
(aa) Glove turner.....	639,18
(ab) Mouldmaker.....	506,52
(ac) Packer.....	425,94
(ad) Quality product co-ordinator.....	668,38
(ae) A supervisor shall be paid the qualified rate applicable to the employees being supervised, plus 33 $\frac{1}{3}$ per cent: Provided that—	
(i) a trainee supervisor shall serve a probationary period not exceeding six months and shall be paid the qualified rate applicable to the employees being supervised, plus 10 per cent;	
(ii) a trainee supervisor who is not considered suitable for promotion after completion of the probationary period shall return to his former position at his former wage.	

(2) In subclause 6.1 (a), substitute the expression "2004" for the expression "2003", wherever it occurs.

(3) In subclause 6.3 (2), substitute the expression "2004" for the expression "2003".

Signed at Cape Town on behalf of the parties this 6th day of August 2004.

M. W. SIDDONS

Chairperson

C. O. JEFTHA

Vice-Chairperson

W. A. ROBERTS

Acting General Secretary

No. R. 1180

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY:
MAIN COLLECTIVE AGREEMENT FOR THE NORTHERN REGION (KNITTING)**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1270 of 12 September 2003 and R. 514 and R. 515 of 30 April 2004, with effect from 18 October 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1180**15 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID:
HOOF KOLLEKTIEWE OOREENKOMS VIR DIE NOORDELIKE STREEK (BREI-AFDELING)**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings Nos. R. 1270 van 12 September 2003 en R. 514 en R. 515 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1181**15 October 2004**

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES
OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE NORTHERN REGION (KNITTING)**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1181**15 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE
VAN HERBEKRAGTIGING- EN WYSIGINGS KOLLEKTIEWE HOOF OOREENKOMS VIR DIE NOORDELIKE STREEK
(BREI-AFDELING)**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995 dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY MAIN COLLECTIVE
AGREEMENT FOR THE NORTHERN REGION (KNITTING)**

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

Transvaal Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are the members of the employers' organisation and are engaged in the Knitting Industry, and by all employees who are members of the trade union and who are employed in the Industry;

(b) in the Magisterial Districts of Johannesburg, Germiston, Roodepoort, Alberton and Benoni.

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

2. PERIOD OF OPERATION OF AGREEMENT

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

3. SPECIAL PROVISIONS

The provisions contained in clauses 13A (1) to (3) and (5), 16B and 28 (5) of the Agreement published under Government Notice No. R. 106 of 7 February 2003, as amended, extended and re-enacted by Government Notices Nos. R. 787 and R. 788 of 20 June 2003, R. 1270 of 12 September 2003 and R. 514 and R. 515 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended, extended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 12, 13A (4), 13B to 16A, 17 to 28 (4) and 28 (6) to 32 of the Former Agreement (as further amended, extended and re-enacted from time to time), shall apply to employers and employees

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following after the definition of "colouring mass-measurer":

"complying employer" means an employer whose company or concern is fully registered with the Council or a Council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council".

6. CLAUSE 4 OF THE FORMER AGREEMENT: REMUNERATION

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

- (1) (a) An employer shall, subject to the provisions of subclauses (1) (b), (c) and (d), (2), (4) (5) and (6), pay to each of his employees, from the date of coming into operation of this Agreement, not less than the weekly wage prescribed for an employee of his class as set out below:

[illegible]

Description of occupation	Qual.	Tenth 1/2 year	Ninth 1/2 year	Eighth 1/2 year	Seventh 1/2 year	Sixth 1/2 year	Fifth 1/2 year	Fourth 1/2 year	Third 1/2 year	Second 1/2 year	First 1/2 year
		R	R	R	R	R	R	R	R	R	R
(xvi) packing, wax ring maker, boiler attendant, creeler, tea-maker, despatch packer, parcel maker, general worker, floor walker/runner General worker/traveller's assistant, cloakroom supervisor and/or attendant, tea-maker employed after 30-06-1987	440,90	440,90									
(xvii) All employees classified in (xv) and who were employed after 30-06-1987, other than general worker, traveller's assistant, cloakroom supervisor and/or attendant, tea-maker	440,90	Q	Q	Q	Q	Q	Q	Q	407,20	373,20	339,40

(2) In subclause (7), substitute the expression "2004" for the expression "2003" wherever it appears.

7. CLAUSE 19 OF THE FORMER AGREEMENT: MEDICAL BENEFIT SOCIETY

In subclause (5), substitute the expression "R6,50" for the expression "R6,20".

8. CLAUSE 20 OF THE FORMER AGREEMENT: SICK PAY FUND

In subclause (2) (b), substitute the expression "R1,80" for the expression "R1,70".

Signed at Cape Town on behalf of the parties this 6th day of August 2004.

M.W. SIDDONS

Chairperson

C.O. JEFTHA

Vice-Chairperson

W.A. ROBERTS

Acting General Secretary

No. R. 1182

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1276 of 12 September 2003 and R. 517 and R. 518 of 30 April 2004, with effect from 18 October 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1182

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIE VERVAARDIGINGSNYWERHEID: KOLLEKTIEWE HOOFOOREENKOMS VIR DIE VRYSTAAT EN NOORD-KAAP STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings Nos. R. 1276 van 12 September 2003 en R. 517 en R. 518 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1183

15 October 2004

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE FREE STATE AND NORTHERN CAPE REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1183

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE VRYSTAAT EN NOORD-KAAP STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

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

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

Free State and Northern Cape Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

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

3. SPECIAL PROVISIONS

The provisions contained in clauses 19B, 23A (1) to 23A (3), 23A (5) and 34 (5) of the Agreement published under Government Notice No. R. 356 of 28 March 2002 as amended, extended and re-enacted by Government Notices Nos. R. 691 of 17 May 2002, R. 251 of 21 February 2003, R. 779 and R. 780 of 20 June 2003, R. 1276 of 12 September 2003 and R. 517 and R. 518 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended, extended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 19A, 20 to 22, 23A (4), 23B to 34 (4) and 34 (6) to 37 of the Former Agreement (as further amended, extended and re-enacted from time to time) shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following after the definition of "Clothing Industry" or "Industry":

"**complying employer**" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council for the Clothing Manufacturing Industry, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

6. CLAUSE 4 OF THE FORMER AGREEMENT: REMUNERATION

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

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

Description of occupation	Qualified	Eighth 1/2 year exp.	Seventh 1/2 year exp.	Sixth 1/2 year exp.	Fifth 1/2 year exp.	Fourth 1/2 year exp.	Third 1/2 year exp.	Second 1/2 year exp.	First 1/2 year exp.
A. ALL AREAS	R	R	R	R	R	R	R	R	R
(i) (a) Foreman	1 428,00								
(b) Supervisor/quality controller	584,00	Q	Q	Q	Q	Q	Q	479,00	401,00
(c) Cloakroom supervisor/watchman	406,50								
(d) Mechanic	1 340,50								
(e) Unqualified mechanic	499,50								
(f) Watchman	406,50								
(g) Labourer	318,50								
(h) Boiler attendant	350,00								
(ii) Pattern grader	756,50	697,00	640,00	581,50	524,00	467,50	408,00	350,50	293,00
(iii) Marker-in	584,00	546,50	511,50	474,50	438,50	402,00	366,50	328,50	293,00
(iv) Shaper and chopper-out, other than an interlining and/or trimming chopper-out	468,50	Q	Q	437,00	405,00	373,00	342,00	310,000	278,50
(v) Checker, examiner and/or passer	406,50	Q	Q	Q	Q	373,50	342,50	310,00	278,50
(vi) (a) Invoice clerk	584,00	Q	Q	Q	Q	Q	Q	Q	421,00
(b) Despatch clerk, factory clerk, and/or store clerk	428,00	Q	Q	Q	Q	Q	Q	367,50	307,00
(vii) Sewing machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats	461,00	Q	Q	430,50	399,00	369,00	338,00	308,50	278,50
(viii) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer/trailers drawn by such vehicle—									
(a) does not exceed 2 722 kg	504,50								
(b) exceeds 2 722 kg	585,50								
(ix) Part-time driver of a motor vehicle	458,50								
(x) Knitting machine operator	600,50	Q	Q	547,00	493,00	439,00	385,50	332,00	278,50
(xi) Maintenance hand	344,00	Q	Q	Q	331,50	317,00	303,50	291,50	278,50
B. IN THE MAGISTERIAL DISTRICTS OF BLOEMFONTEIN, KIMBERLEY AND KROONSTAD									
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scribe and screen printer	406,50	Q	Q	385,00	363,50	342,50	321,00	299,50	278,50
Set leader and/or team leader	432,50								

Description of occupation	Qualified	Eighth 1/2 year exp.	Seventh 1/2 year exp.	Sixth 1/2 year exp.	Fifth 1/2 year exp.	Fourth 1/2 year exp.	Third 1/2 year exp.	Second 1/2 year exp.	First 1/2 year exp.
	R	R	R	R	R	R	R	R	R
(ii) General worker/pleater	307,00	Q	Q	Q	Q	Q	Q	292,50	278,50
(iii) Despatch packer and layer-up	318,00	Q	Q	Q	Q	Q	Q	297,50	278,50
(iv) Plain sewer	332,00	Q	Q	Q	Q	Q	Q	Q	278,50
(v) Sample machinist	462,50								
C. IN THE MAGISTERIAL DISTRICTS OF FRANKFORT, PARYS AND VREDEFORT									
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scribe and screen printer	366,50	Q	Q	347,000	328,50	310,00	291,50	272,00	253,50
Set leader and/or team leader	390,00								
(ii) General worker/pleater	284,50	Q	Q	Q	Q	Q	Q	269,50	253,50
(iii) Despatch packer	299,50	Q	Q	Q	Q	Q	Q	276,00	253,50
(iv) Layer-up	293,50	Q	Q	Q	Q	Q	Q	273,50	253,50
(v) Plain sewer	302,50	Q	Q	Q	Q	Q	Q	Q	253,50
(vi) Sample machinist	416,50								

(2) In subclause (6), substitute the expression "2004" for the year "2003" wherever it appears.

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

In subclause (3), substitute the expression "R6,50" for the expression "R6,20"

Signed at Cape Town on behalf of the Parties this 6th day of August 2004.

M.W. SIDDONS

Chairperson

C.O. JEFTHA

Vice-Chairperson

W.A. ROBERTS

Acting General Secretary

No. R. 1184

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY:
MAIN COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1274 of 12 September 2003 and R. 510 and R. 511 of 30 April 2004 with effect from 18 October 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1184

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIE VERVAARDIGINGSNYWERHEID:
KOLLEKTIEWE HOOFOOREENKOMS VIR DIE WES-KAAP STREEK**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goerwementskennisgewings Nos. R. 1274 van 12 September 2003 en R. 510 en R. 511 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1185

15 October 2004

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE WESTERN CAPE REGION TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1185

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING VAN HOOF KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VAN DIE WES-KAAP STREEK NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: MAIN COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION**

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

Cape Clothing Association

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

Southern African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Clothing Industry—
 - (a) by the employers and employees who are members of the employers' organisation and the trade union, respectively;
 - (b) in the Magisterial Districts of Bellville, Goodwood, Malmesbury (including that portion from which the Magisterial District of Moorreesburg was constituted on 29 November 1985 by Government Notice No. 2649), Simonstown, Somerset West, Strand, The Cape and Wynberg (including those portions of the Magisterial Districts of Bellville, Goodwood, Simonstown and Wynberg that were used to create the Magisterial District of Mitchells Plain on 2 March 1992).
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
 - (a) apply only in respect of employees for whom wages are prescribed in this Agreement
 - (b) not apply to employees and working directors whose wages are more than R50 804 per annum;
 - (c) not apply to employers and employees engaged or employed in the Knitting Division.
- (3) Clause 1 (1) (a), 2 and 3 of this Collective Agreement shall not apply to employers and employees who are not members of the employers organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. SPECIAL PROVISIONS

The provisions of clause 11 (4) (b), 14 (2), 19B, 23, 26 (13) (a) to 26 (13) (g) (v) and 37 (5) of the Agreement published under Government Notice No. R. 322 of 7 March 2003 as further extended, amended and re-enacted by Government Notices Nos. R. 791 and R. 792 of 20 June 2003, R. 1274 of 12 September 2003 and R. 510 and R. 511 of 30 April 2004 (hereinafter referred to as the "Former Agreement", as further extended, amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clause 3 to 11 (4) (a), 11 (5) to 14 (1), 15 to 19A, 20 to 22, 24 to 26 (12), 26 (13) (g) (vi) to 37 (4) and 37 (6) to 42 of the Former Agreement (as further extended, amended and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

- (1) Amend the definition of "blocker" to read "blocker (clothing)".
- (2) Insert the following new definition after the definition of "blocker (clothing)":

“**blocker (millinery)**” means an employee who is engaged in the processing of the raw materials into shapes either by hand or by machine and includes a stiffener;”.

- (3) Insert the following new definition after the definition of “casual employee”:

“**chopper-out (millinery)**” means an employee who is engaged in one or more of the following operations:

- (a) Cutting ribbons, trimmings and linings;
- (b) laying up materials preparatory for cutting;”.

- (4) Insert the following new definition after the definition of “clothing technician”:

“**complying employer**” means an employer whose company or concern is fully registered with the Council or with a Council which amalgamated to form the National Bargaining Council for the Clothing Manufacturing Industry, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council;”;

- (5) Substitute of the following new definition of “experience” for the existing definition of “experience”:

“**experience**” means:

A. For the purposes of the Clothing and Garment Knitting Sectors of the Industry:

- (a) Category (1) — in relation to clerks and factory clerks, the total period or periods of employment which such employees have had as clerks and factory clerks, as the case may be, irrespective of the trade in which such experience was gained;
- (b) Category (2) — in relation to employees other than clerks, factory clerks, clothing machine mechanics, motor vehicle drivers, boiler attendants, despatch packers, travellers’ drivers, watchmen or caretakers, labourers and general workers, the total period or periods of employment of employees in the Clothing Industry in any capacity other than that of clerks, factory clerks, clothing machine mechanics, motor vehicle drivers, boiler attendants, despatch packers, travellers’ drivers, watchmen or caretakers, labourers and general workers;
- (c) category (3)—in relation to clothing machine mechanics, the total period or periods of employment which such employees have had as clothing machine mechanics;
- (d) category (4)—in relation to supervisors, quality controllers and instructors, the total period of periods of employment which such employees have had as supervisors, quality controllers and instructors;
- (e) category (5)—in relation to clothing technicians, the total period or periods of employment which such employees have had as clothing technicians:

Provided that where any employee with less than one year’s experience has not been re-employed in the Industry within a period of five years from the date on which he was last employed in the Industry, any experience gained shall be ignored for the purpose of calculating the minimum wage at which he may commence service.

B. For the purposes of the Millinery Sector of the Industry

In relation to any employee in the Millinery Sector of the Industry, other than a labourer, motor vehicle driver and/or watchman, the total period or periods of employment of an employee in any branch of the Millinery Sector of the Industry in any capacity other than that of a labourer, motor vehicle driver and/or watchman, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer’s service until the time such service is terminated: Provided that if any employee has been in employment for six weeks or more in any quarter, he shall, for the purposes of computing his experience, be deemed to have been in employment for a period of 13 weeks in that quarter, and if he has been in employment in any quarter for less than six weeks, he shall, for the purposes of computing his experience, be deemed not to have been employed at all in that quarter;”.

- (6) Amend the first line of the definition of “general worker” to read “general worker (clothing)” means an employee who is engaged in one or more of the following operations within a Clothing and/or Garment Knitting establishment;”.

- (7) Insert the following new definitions after the definition of “general worker”:

“**general worker (millinery)**” means an employee who is engaged in one or more of the following operations within a Millinery Establishment:

- (a) Cleaning premises, utensils or other articles;
- (b) loading and/or unloading vehicles;
- (c) carrying, moving or stacking goods;
- (d) making and/or maintaining fires or removing refuse or ashes;
- (e) delivering or conveying letters, messages or other articles on foot or by means of a bicycle or propelled vehicle;
- (f) opening and/or closing packages;”

"**grade I employee (millinery)**" means an employee who is engaged in one or more of the following operations:

- (a) Writing out labels and tickets;
- (b) issuing trimmings, ribbons, linings and miscellaneous materials, e.g. artificial flowers;
- (c) checking finished hats for flaws;
- (d) preparing linings;
- (e) checking wires of brims;
- (f) damping and preparing materials for blocking;
- (g) preparing and sorting sample ranges;
- (h) carrying messages or hats or parts of hats from one operation to another within an establishment;
- (i) applying lacquer to hats, and includes a sheener and/or polisher;
- (j) assisting at the blocking machine;
- (k) making tea or similar beverages;".

(8) Insert the following new definitions after the definition of "leather cutter":

"**'milliner'** means an employee other than a trimmer (millinery), blocker (millinery) or Grade I employee (millinery) who is engaged in the making of ladies' and/or girls' hats and includes a setter in a Millinery Establishment;".

"**'milliner machinist'** means an employee who performs any operation by sewing machine within a Millinery Establishment;".

(9) Amend the definition of "motor vehicle driver" to read "motor vehicle driver (clothing)".

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

"**'motor vehicle driver (millinery)**' means an employee who is engaged in driving a motor vehicle and for the purposes of this definition 'driving a motor vehicle' includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;".

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

"**'packer (millinery)**' means an employee who is engaged in packing goods for transport or delivery within a Millinery Establishment;".

(12) Insert the following new definition after the definition of "piece-work":

"**'plain sewer (millinery)**' means an employee who performs operations on a flat sewing machine within a Millinery Establishment;".

(13) Amend the definition of "supervisor" to read as follows:

"**'supervisor (clothing)**' means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to the care of such employee in a factory or a department of a factory in the Clothing and/or Garment Knitting Sectors of the Industry;".

(14) Insert the following new definition after the definition of "supervisor (clothing)":

"**'supervisor (millinery)**' means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to the care of such employee in a factory or a department of a factory in the Millinery Sector of the Industry;".

(15) Amend the definition of "trimmer" to read "trimmer (clothing)".

(16) Insert the following new definitions after the definition of "trimmer (clothing)":

"**'trimmer (millinery)**' means an employee who is engaged exclusively in the application of trimming to a ready blocked, wired and shaped hat and who may cut materials by hand or machine in a Millinery Establishment;".

"**'trimming'**, for the purposes of the Millinery Sector of the Industry, means the application of lining, elastic, ribbon, flowers and veiling in accordance with a given model;".

(17) Substitute the following new definition for the definition of "watchman or caretaker":

"**'watchman or caretaker (clothing)**' means an employee who is engaged in guarding premises, buildings or other property in the Clothing and/or Garment Knitting Sectors of the Industry;".

(18) Insert the following new definition after the definition of "watchman or caretaker (clothing)":

"**'watchman or caretaker (millinery)**, means an employee who is engaged in guarding premises, buildings or other property in the Millinery Sector of the Industry;".

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

(1) Amend the opening sentence in subclause (1) to read:

"(1) (a) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees employed at Clothing and/or Garment Knitting establishments shall be as follows:"

	Wage per week R c
Part A—Cutting Department	
Head cutter	977,00
Pattern maker:	
(a) Qualified	977,00
(b) Learner:	
First year:	
First six months of experience	547,50
Second six months of experience	604,50
Second year:	
First six months of experience	661,50
Second six months of experience	722,50
Third year:	
First six months of experience	787,50
Second six months of experience	850,50
Thereafter, the wage specified in (a), i.e.	977,00
Pattern grader:	
(a) Qualified	789,00
(b) Learner:	
First year:	
First six months of experience	515,50
Second six months of experience	547,50
Second year:	
First six months of experience	580,50
Second six months of experience	621,00
Third year:	
First six months of experience	661,50
Second six months of experience	704,50
Thereafter, the wage specified in (a), i.e.	789,00
Cutter, lay-maker:	
(a) Qualified	760,50
(b) Learner:	
First year:	
First six months of experience	462,50
Second six months of experience	508,50
Second year:	
First six months of experience	555,00
Second six months of experience	607,00
Third year:	
First six months of experience	666,00
Thereafter, the wage specified in (a), i.e.	760,50
Interlining cutter, trimmer, leather cutter and tie cutter:	
(a) Qualified	548,50
(b) Learner:	
First year:	
First six months of experience	412,00
Second six months of experience	436,50

	Wage per week R c
Second year:	
First six months of experience	459,00
Second six months of experience	483,50
Third year:	
First six months of experience	507,00
Thereafter, the wage specified in (a), i.e.	548,50
(c) If advanced to learner cutter:	
First six months from date of advancement.....	594,00
Second six months from date of advancement	666,00
Thereafter, the wage specified for a qualified cutter, i.e.	760,50
Layer up:	
(a) Qualified	473,00
(b) Learner:	
First year	
First six months of experience	398,00
Second six months of experience	412,00
Second year	
First six months of experience	430,50
Thereafter, the wage specified in (a), i.e.	473,00
(c) If advanced to learner cutter:	
First six months from date of advancement.....	473,00
Second six months from date of advancement	555,00
Third six months from date of advancement	607,00
Fourth six months from date of advancement	666,00
Thereafter, the wage specified for a qualified cutter, i.e.	760,50
(d) If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:	
First six months from date of advancement.....	473,00
Second six months from date of advancement	507,00
Thereafter, the wage specified for a qualified interlining cutter, trimmer, leather cutter or tie cutter, i.e.	548,50
(e) If advanced to fitter-up:	
First six months from date of advancement.....	473,00
Second six months from date of advancement	490,00
Third six months from date of advancement	515,50
Fourth six months from date of advancement	548,50
Thereafter, the wage specified for fitter-up, i.e.	604,50
Clicker:	
(a) Qualified	566,00
(b) Learner:	
First year	424,00
Second year	483,50
Thereafter, the wage specified in (a), i.e.	566,00
Tracer:	
(a) Qualified	531,00

	Wage per week R c
(b) Learner:	
First year:	
First six months of experience	424,00
Second six months of experience	454,50
Second year:	
First six months of experience	480,50
Thereafter, the wage specified in (a), i.e.	531,00
Part B — Factory Operatives	
Clothing machine mechanic:	
(a) Qualified	977,00
(b) Learner:	
First year:	
First six months of experience	547,50
Second six months of experience	604,50
Second year:	
First six months of experience	661,50
Second six months of experience	722,50
Third year:	
First six months of experience	787,50
Second six months of experience	850,50
Thereafter, the wage specified in (a), i.e.	977,00
Clothing technician:	
(a) Qualified	977,00
(b) Learner:	
First year:	
First six months of experience	547,50
Second six months of experience	604,50
Second year:	
First six months of experience	661,50
Second six months of experience	722,50
Third year:	
First six months of experience	787,50
Second six months of experience	850,50
Thereafter, the wage specified in (a), i.e.	977,00
Grade A employee:	
(a) Qualified	604,50
(b) Learner:	
First year:	
First six months of experience	425,50
Second six months of experience	458,00
Second year:	
First six months of experience	490,00
Second six months of experience	515,50
Third year:	
First six months of experience	548,50

	Wage per week R c
Thereafter, the wage specified in (a), i.e.....	604,50
Grade B employee:	
(a) Qualified	516,50
(b) Learner:	
First year:	
First six months of experience	419,00
Second six months of experience	441,00
Second year	
First six months of experience	463,50
Thereafter, the wage specified in (a), i.e.....	516,50
(c) If advanced to Grade A employee:	
First six months from date of advancement.....	516,50
Second six months from date of advancement.....	532,00
Third six months from date of advancement.....	548,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	604,50
Grade C employee:	
(a) Qualified:	458,00
(b) Learner:	
First year:	
First six months of experience	411,00
Second six months of experience	422,50
Thereafter the wage specified in (a), i.e.	458,00
(c) If advanced to Grade B employee:	
First six months from date of advancement.....	458,00
Second six months from date of advancement.....	463,50
Thereafter the wage specified for a qualified Grade B employee, i.e.....	516,50
Underpresser, blocker:	
(a) Qualified:	463,50
(b) Learner:	
First year:	
First six months of experience	398,00
Second six months of experience	412,00
Second year:	
First six months of experience	430,50
Thereafter the wage specified in (a), i.e.	463,50
(c) If advanced to learner presser:	
First six months from date of advancement.....	463,50
Second six months from date of advancement.....	548,50
Thereafter the wage specified for a qualified Grade A employee, i.e.	604,50
Part C—Clerical employees	
Clerk	
(a) Qualified:	666,00
(b) Learner:	
First year	491,00
Second year	533,50
Third year:	
First six months of experience	583,50

	Wage per week R c
Thereafter, the wage specified in (a), i.e.....	666,00
Factory clerk:	
(a) Qualified:	500,00
(b) Learner:	
First year	398,00
Second year	424,00
Third year:	
First six months of experience	458,00
Thereafter, the wage specified in (a), i.e.....	500,00
Part D—General	
Boiler attendant.....	474,50
Despatch packer.....	490,00
General worker	458,00
Labourer	463,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg.....	490,00
(b) exceeds 1 360 but not 2 720 kg.....	508,50
(c) exceeds 2 720 kg	580,50
Supervisor, quality controller and instructor	621,00
Traveller's driver	508,50
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week.....	529,00
(b) 60 hours per week.....	555,00
(2) Insert the following new wage schedule after the current wage schedule:	
“(1) (b) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees, employed at Millinery Establishments shall be as follows:	
Block (millinery):	
(a) Qualified	482,50
(b) Learner:	
First year:	
First six months of experience	334,00
Second six months of experience	372,50
Second year:	
First six months of experience	408,00
Second six months of experience	446,00
Thereafter, the wage specified in (a), i.e.....	482,50
Chopper-out (millinery)/Trimmer (millinery)/Packer (millinery):	
(a) Qualified	398,50
(b) Learner:	
First year:	
First six months of experience	334,00
Second six months of experience	347,00
Second year:	
First six months of experience	359,50
Second six months of experience	373,00

	Wage per week R c
Third year:	
First six months of experience	385,50
Thereafter, the wage specified in (a), i.e.....	398,50
General worker (millinery)	394,00
Grade 1 Employee (millinery):	
(a) Qualified	390,00
(b) Learner:	
First year:	
First six months of experience	334,00
Second six months of experience	348,00
Second year:	
First six months of experience	368,00
Thereafter, the wage specified in (a), i.e.....	390,00
Milliner:	
(a) Qualified	422,00
(b) Learner:	
First year:	
First six months of experience	334,00
Second six months of experience	355,00
Second year:	
First six months of experience	356,00
Second six months of experience	372,00
Third year:	
First six months of experience	389,00
Second six months of experience	408,00
Thereafter, the wage specified in (a), i.e.....	422,00
Millinery machinist:	
(a) Qualified	426,50
(b) Learner:	
First year:	
First six months of experience	334,00
Second six months of experience	364,00
Second year:	
First six months of experience	386,50
Thereafter, the wage specified in (a), i.e.....	426,50
Motor vehicle driver (millinery) of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle:	
(a) does not exceed 2 268 kg	506,00
(b) exceeds 2 268 kg	534,00
Plain sewer (millinery):	
(a) Qualified	398,50
(b) Learner:	
First year:	
First six months of experience	334,00
Second six months of experience	352,00
Third six months of experience	374,50

	Wage per week R c
Thereafter, the wage specified in (a), i.e.....	398,50
Supervisor (millinery)	571,00
Watchman or caretaker (millinery)	576,00"

(3) Substitute the following new subclause for subclause (11):

"(11) Notwithstanding anything to the contrary contained herein, the wage of an employee who is employed at a Clothing and/or Garment Knitting Establishment and who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice No. R. 1274 of 12 September 2003 and the wage prescribed in clause 4 (1) of this Agreement for the class of work in which he is engaged: Provided that this subclause shall not apply to an employee who, by virtue of the operation of clause 1 (2) (b), previously fell outside the provisions of the Agreement published under Government Notice No. R. 1274 of 12 September 2003."

(4) In subclause (12), substitute the expression "2004" for the expression "2004", wherever it occurs.

(5) In subclause (13), substitute the expression "subclause (1) (a) each employee is employed at Clothing and/or Garment Knitting Establishments and for whom wages are prescribed in this Agreement" for the expression "subclause (1) each employee for whom wages are prescribed in this Agreement".

7. CLAUSE 26 OF THE FORMER AGREEMENT: CLOTHING INDUSTRY HEALTH CARE FUND

(1) In subclause (4) (a), substitute the expression "R495,01" for the expression "R465,01" wherever it appears, in respect of the period 1 July 2003 to 30 June 2004.

(2) In subclause (4) (a), substitute the expression "R519,51" for the expression "R495,01" wherever it appears.

(3) In subclause (4) (b), substitute the expression "R495,01" for the expression "R465,01" wherever it appears, in respect of the period 1 July 2003 to 30 June 2004.

(4) In subclause (4) (b), substitute the expression "R519,51" for the expression "R495,01" wherever it appears.

(5) In subclause (4) (b), substitute the expressions "R4,90" and "R5,90" for the expressions "R4,40" and "R5,40", respectively.

Signed at Cape Town on behalf of the parties this 6th day of August 2004.

M. W. SIDDONS
Chairperson

C. O. JEFTHA
Vice-Chairperson

W. A. ROBERTS
Acting General Secretary

No. R. 1186

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: COUNTRY AREAS COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1287 of 19 September 2003 and R. 508 and R. 509 of 30 April 2004, with effect from 18 October 2004.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1186**15 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: KOLLEKTIEWE OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE VAN DIE WES-KAAP STREEK**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings Nos. R. 1287 van 19 September 2003 en R. 508 en R. 509 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1187**15 October 2004**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF THE COUNTRY AREAS COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE WESTERN CAPE REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1187**15 Oktober 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE PLATTELANDSE GEBIEDE VAN DIE WES-KAAP STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY COUNTRY AREAS COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION**

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

Cape Clothing Association

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

Southern Africa Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION ON AGREEMENT

- (1) The terms of this Agreement shall be observed in the Clothing Industry—
 - (a) by all employers and employees who are members of the employers' organisation and the trade union respectively;
 - (b) in the Magisterial Districts of George and Worcester.

- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
- apply only in respect of employees for whom wages are prescribed in this Agreement; and
 - not apply to employees and working directors whose wages are more than R22 256 per annum.
- (3) Clause 1 (1) (a), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 (2) of the Act, and shall remain in force until 30 June 2005.

3. SPECIAL PROVISIONS

The provisions of clause 11 (4) (b), 14 (2), 19B, 23, 26 (13) (a) to 26 (13) (g) (v) and 37 (5) of the Agreement published under Government Notice No. R. 234 of 21 February 2003 as extended, amended and re-enacted by Government Notices Nos. R. 795 and R. 796 of 20 June 2003, R. 1287 of 19 September 2003 and R. 508 and R. 509 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further extended, amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 11 (4) (a), 11 (5) to 14 (1), 15 to 19A, 20 to 22, 24 to 26 (12), 26 (13) (g) (vi) to 37 (4) and 37 (6) to 42 of the Former Agreement (as further extended, amended and re-enacted from time to time), shall apply to employers and employees.

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

Delete subclause (2) (c).

6. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following new definition after the definition of "Clothing Technician":

"**complying employer**" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund Contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

7. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

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

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees shall be as follows: Provided that the actual wage of employees as at 30 June 2004 shall be increased by 5,0% with effect from 1 July 2004 should the actual wage, once increased by 5,0%, be greater than the minimum wage specified for the employee in the table below:

	Wage per week for the period ending 31-12-04	Wage per week from 01-01-05
Part A—Cutting Department		
Head cutter	R 690,50	R 700,00
Pattern maker:		
(a) Qualified	690,50	700,00
(b) Learner:		
First year:		
First six months of experience	381,50	387,00
Second six months of experience	422,00	428,00
Second year:		
First six months of experience	464,50	471,00
Second six months of experience	507,00	514,00
Third year:		
First six months of experience	553,50	561,50
Thereafter, the wage specified in (a), i.e.	690,50	700,00

	Wage per week for the period ending 31-12-04	Wage per week from 01-01-05
Pattern grader:		
(a) Qualified	555,00	563,00
(b) Learner:		
First year:		
First six months of experience	354,50	359,50
Second six months of experience	381,50	387,00
Second year:		
First six months of experience	407,00	412,50
Second six months of experience	434,50	440,50
Third year:		
First six months of experience	464,50	471,00
Second six months of experience	494,00	501,00
Thereafter, the wage specified in (a), i.e.	555,00	563,00
Cutter, lay maker:		
(a) Qualified	534,00	541,50
(b) Learner:		
First year:		
First six months of experience	317,50	322,00
Second six months of experience	352,50	357,50
Second year:		
First six months of experience	387,50	393,00
Second six months of experience	425,00	431,00
Third year:		
First six months of experience	467,50	474,00
Second six months of experience	534,00	541,50
Interlining cutter, trimmer, leather cutter and tie-cutter:		
(a) Qualified	383,00	388,50
(b) Learner:		
First year:		
First six months of experience	283,00	287,00
Second six months of experience	299,50	303,50
Second year:		
First six months of experience	316,50	321,00
Second six months of experience	333,50	338,00
Third year:		
First six months of experience	351,00	356,00
Thereafter, the wage specified in (a) i.e.	383,00	388,50
(c) If advanced to learner cutter:		
First six months from date of advancement	416,00	422,00
Second six months from date of advancement	467,50	474,00
Thereafter, the wage specified for a qualified cutter, i.e.	534,00	541,50
Layer-up:		
(a) Qualified	325,00	329,50
First year:		
First six months of experience	273,50	277,50
Second six months of experience	283,00	287,00

	Wage per week for the period ending 31-12-04	Wage per week from 01-01-05
Second year:		
First six months of experience	295,00	299,00
Thereafter, the wage specified in (a), i.e.	325,00	329,50
(b) If advanced to learner cutter:		
First six months from date of advancement.....	325,00	329,50
Second six months from date of advancement	387,50	393,00
Third six months from date of advancement	425,00	431,00
Fourth six months from date of advancement	467,50	474,00
Thereafter, the wage specified for a qualified cutter, i.e.	534,00	541,50
Clicker:		
(a) Qualified	395,00	400,50
(b) Learner:		
First year of experience	291,50	295,50
Second year of experience	333,50	338,00
Thereafter, the wage specified in (a), i.e.	395,00	400,50
Tracer:		
(a) Qualified	370,00	375,00
(b) Learner:		
First year:		
First six months of experience	291,50	295,50
Second six months of experience	312,00	316,50
Second year:		
First six months of experience	332,00	336,50
Thereafter, the wage specified in (a), i.e.	370,00	375,00
Part B — Factory Operatives		
Clothing machine mechanic:		
(a) Qualified	690,50	700,00
(b) Learner:		
First year:		
First six months of experience	381,50	387,00
Second six months of experience	422,00	428,00
Second year:		
First six months of experience	464,50	471,00
Second six months of experience	507,00	514,00
Third year:		
First six months of experience	553,50	561,50
Second six months of experience	599,50	608,00
Thereafter, the wage specified in (a), i.e.	690,50	700,00
Grade A employee:		
(a) Qualified	422,00	428,00
(b) Learner:		
First year:		
First six months of experience	293,00	297,00
Second six months of experience	316,00	320,50
Second year:		
First six months of experience	337,00	342,00
Second six months of experience	358,50	363,50

	Wage per week for the period ending 31-12-04	Wage per week from 01-01-05
Third year:		
First six months of experience	383,00	388,50
Thereafter, the wage specified in (a), i.e.	422,00	428,00
Grade B employee:		
(a) Qualified	354,50	359,50
(b) Learner:		
First year:		
First six months of experience	287,50	291,50
Second six months of experience	303,50	308,00
Second year:		
First six months of experience	319,50	324,00
Thereafter, the wage specified in (a), i.e.	354,50	359,50
(c) If advanced to Grade A employee:		
First six months from date of advancement.....	354,50	359,50
Second six months from date of advancement	358,50	363,50
Third six months from date of advancement	383,00	388,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	422,00	428,00
Grade C employee:		
(a) Qualified	316,00	320,50
(b) Learner:		
First year:		
First six months of experience	281,00	285,00
Second six months of experience	290,50	294,50
Thereafter, the wage specified in (a), i.e.	316,00	320,50
(c) If advanced to Grade B employee:		
First six months from date of advancement.....	316,00	320,50
Second six months from date of advancement	319,50	324,00
Thereafter, the wage specified for a qualified Grade B employee, i.e.	354,50	359,50
Underpresser, blocker:		
(a) Qualified	319,50	324,00
(b) Learner:		
First year:		
First six months of experience	273,50	277,50
Second six months of experience	283,00	287,00
Second year:		
First six months of experience	295,00	299,00
Second six months of experience	319,50	324,00
(c) If advanced to learner presser:		
First six months from date of advancement.....	319,50	324,00
Second six months from date of advancement	383,00	388,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	422,00	428,00
Part C—Clerical employees		
Clerk:		
(a) Qualified	467,50	474,00

	Wage per week for the period ending 31-12-04	Wage per week from 01-01-05
(b) Learner:		
First year of experience	339,50	344,50
Second year of experience	372,50	378,00
Third year:		
First six months of experience	408,00	414,00
Thereafter, the wage specified in (a), i.e.	467,50	474,00
Factory clerk:		
(a) Qualified	345,50	350,50
(b) Learner:		
First year of experience	272,50	276,50
Second year of experience	292,00	296,00
Third year:		
First six months of experience	315,00	319,50
Thereafter, the wage specified in (a), i.e.	345,50	350,50
Part D—General		
Boiler attendant	326,50	331,00
Despatch packer.....	337,50	342,50
General worker.....	315,00	319,50
Labourer	319,50	324,00
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle is as follows:		
(a) Under 2 720 kg	355,00	360,00
(b) 2 720 kg and over	407,00	412,50
Supervisor, quality controller and instructor	434,50	440,50
Traveller's driver.....	355,00	360,00
Watchman or caretaker, whose ordinary hours of work are—		
(a) less than 60 hours per week	368,50	373,50
(b) 60 hours per week.....	387,50	393,00

(2) In subclause (11), substitute the expression "Government Notice No. R. 1287 of 19 September 2003" for the expression "Government Notice No. R. 234 of 21 February 2003" wherever it occurs.

(3) Insert the following after subclause (11):

"(12) **Transitional provision following the 2004 negotiations:** In addition to the wage that an employee is entitled to in terms of this Agreement, he shall be entitled to receive, by no later than six weeks from the date from which the Minister declares the Agreement binding by publication in the *Gazette* (hereinafter referred to as the "implementation date") and in equal weekly instalments, an amount equal to the difference between the remuneration paid to him calculated from 1 July 2004 until the implementation date and the remuneration based on his wage, as specified in this Agreement, calculated from 1 July 2004 until the implementation date".

8. CLAUSE 26 OF THE FORMER AGREEMENT: CLOTHING INDUSTRY HEALTH CARE FUND

(1) In subclause (4) (a), substitute the expression "R495,01" for the expression "R465,01" wherever it appears in respect of the period of 1 July 2003 to 30 June 2004.

(2) In subclause (4) (a), substitute the expression "R519,51" for the expression "R495,01" wherever it appears.

(3) In subclause (4) (b), substitute the expression "R495,01" for the expression "R465,01" wherever it appears, in respect of the period 1 July 2003 to 30 June 2004.

(4) In subclause (4) (b), substitute the expression "R519,51" for the expression "R495,01" wherever it appears.

(5) In subclause (4) (b), substitute the expressions "R4,90" and "R5,90" for the expression "R4,40" and "R5,40" respectively.
Signed at Cape Town on behalf of the parties, this 6th day of August 2004.

M. W. SIDDONS
Chairperson

C. O. JEFTHA
Vice Chairperson

W. A. ROBERTS
Acting General Secretary

No. R. 1188

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY:
MAIN COLLECTIVE AGREEMENT FOR THE NORTHERN REGION (CLOTHING)**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1268 of 12 September 2003 and R. 512 and R. 513 of 30 April 2004, with effect from 18 October 2004.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1188

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: HOOF KOLLEKTIEWE
OOREENKOMS VIR DIE NOORDELIKE STREEK (KLERASIE)**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings Nos. R. 1268 van 12 September 2003 en R. 512 en R. 513 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA
Minister van Arbeid

No. R. 1189

15 October 2004

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES
OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE NORTHERN REGION (CLOTHING)**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1189

15 Oktober 2004

WET OP ARBEIDSVARHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE HERBEKRAGTIGING- EN WYSIGINGSOOREENKOMS VIR DIE NOORDELIKE STREEK (KLERASIE)

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY COUNTRY
MAIN COLLECTIVE AGREEMENT FOR THE NORTHERN REGION (CLOTHING)**

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

Transvaal Clothing Manufacturer's Association

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

Southern Africa Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
 - (a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in the Industry; and
 - (b) in the Province of Transvaal, as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).
- (2) Clause 1 (1) (a), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. SPECIAL PROVISIONS

The provisions of clauses 19B, 22 (5), 25 (1) and 26A (1) to (3) of the Agreement published under Government Notice No. R. 1041 of 10 September 1999, as amended, extended, renewed and re-enacted by Government Notices Nos. R. 328 of 7 April 2000, R. 1351 of 15 December 2000, R. 396 of 5 April 2002, R. 223 of 14 February 2003, R. 783 and R. 784 of 20 June 2003, R. 1268 of 12 September 2003 and R. 512 and R. 513 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further amended, extended, renewed and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 19A, 20 to 22 (4) and 22 (6) to 24, 25 (2) to 25 (12) and 26A (4) to 28 of the Former Agreement (as further amended, extended, renewed and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following new definitions after the definition of "agency shop":

"**blocker**" means an employee engaged in one or more of the following operations in a Millinery Sector establishment:

Blocking, panning, stiffening of raw materials, pressing, spraying and polishing of hats, dyeing and brushing of hats in the course of manufacture;

"**blocker's assistant**" means an employee who assists the blocker in a Millinery Sector establishment by standing in front of the blocker and keeping the hats in place on the block;"

(2) Insert the following new definitions after the definition of "Category H7":

"**chopper out**" means an employee engaged in the cutting out of material, other than trimming by hand or machine, in a Millinery Sector establishment;"

(3) Insert the following new definitions after the definition of "Clothing Industry" or "Industry":

"**complying employer**" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

(4) Substitute the following for the definition of "experience":

"**experience**" means the total period or periods of employment of an employee in the Clothing Industry and/or Bespoke Tailoring Industry and/or private dressmaking, excluding the Millinery Sector, in any capacity or capacities in respect of which wages are prescribed in clause 4 of this Agreement, and shall be deemed to each contract of service to have been continuous from the time the employee enters this employer's service until the time such service is terminated: Provided that—

- (a) for the purpose of computing an employee's experience in the Clothing Sector, employment for 16 weeks in any half year shall be deemed to have been employment for the whole half-year;
- (b) a trainee in his first half-year of employment in the Clothing Sector, although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year shall be deemed to have been in employment for the whole half-year;
- (c) experience in the Knitting Sector shall be regarded as experience in the Clothing Sector but not in the Millinery Sector;
- (d) the trial period of an employee in terms of 13 (1) (b) (iii) shall be deemed to be experience only if the contract of service is confirmed;
- (e) for the purposes of the Millinery Sector of the Industry only, the total period of periods of employment of an employee in the Millinery Sector, irrespective of the place of such employment or the class of work performed by such employee, other than that of a labourer or driver of a motor vehicle, shall include the total period or periods of employment in a shop of a Millinery Sector employer mainly or wholly engaged in the alteration and/or repair of ladies' and/or girls' hats, incidental to the sale by retail of such articles; and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time that such service is terminated: Provided that for the purposes of computing an unqualified employee's experience, employment of 16 weeks in any half-year shall be deemed to have been in employment for the whole half-year on condition that an unqualified employee in his first half-year of employment, although having less than 16 weeks' experience on the last day of the half-year, but more than 13 weeks, shall be deemed to have been in employment for the whole half-year."

(5) Substitute the following for the definition of "ordinary hours of work":

"**ordinary hours of work**" means a 40-hour week of five days and 60 hours in any one week in respect of a watchman in the Clothing Sector and a 41-hour week of five days and 45 hours in any one week in respect of a watchman in the Millinery Sector;"

(6) Substitute the following for the first line of the definition of "general worker":

"**general worker (Clothing)**" means an employee engaged in one or more of the following operations in the Clothing Sector of the Industry:"

(7) Insert the following new definition after the definition of "general worker (Clothing)":

"**general worker (Millinery)**" means an employee engaged in one or more of the following operations in the Millinery Sector of the Industry:

- (a) laying up;
- (b) moulding of flowers;
- (c) cutting off surplus of brims along marked lines;
- (d) collecting and sorting hats;
- (e) fixing belts;
- (f) sheening and/or polishing and mangling hoods;
- (g) steaming of dusting hats;
- (h) straightening out the remnants;
- (i) stirring or grinding chemicals;
- (j) grinding shellac;
- (k) packing;
- (l) delivering or carrying messages, letters or other articles on foot, by means of a bicycle or a similar foot-propelled vehicle;

- (m) making tea or other similar beverages;
- (n) cleaning premises, utensils or other articles;
- (o) loading or unloading vehicles;
- (p) carrying, moving, stacking or sorting goods or waste;
- (q) making or maintaining fires;
- (r) opening or closing packages.”.

(8) Insert the following new definition after the definition of “medical practitioner”:

“**‘milliner’** means an employee who has had two or more years’ experience in one or more of the following operations in a Millinery Sector establishment:

- (a) the design of hats;
- (b) the making of complete hats with material, excluding the making up of hats from material by machine;
- (c) the setting out and/or chopping out of patterns, excluding the cutting of trimmings;”.

(9) Substitute the following for the definition of “supervisor”:

“**‘supervisor (Clothing)’** means an employee in a Clothing Sector establishment who, under supervision, is responsible for the efficient performance of the duties of the employees or a section of the employees in a workshop, but does not include an assistant supervisor;”.

(10) Insert the following new definition after the definition of “supervisor (Clothing)”:

“**‘supervisor (Millinery)’** means an employee in a Millinery Sector establishment, who is in charge of employees engaged on production in a workplace and who is responsible for the distribution and efficiency of their work;”.

(11) Insert the following new definition after the definition of “trainee”:

“**‘trimmer’ or ‘stitcher’** means an employee engaged in one or more of the following operations in a Millinery Sector Establishment:

- (a) the application of trimmings such as elastic, ribbon, flowers or veiling to a ready blocked and shaped hat, according to a given model, by hand;
- (b) sewing by hand into hats of headbands, lining or leather, which may include as part of the same operation the stitching by hand of blocked crowns and brims which have been fused or pinned together;
- (c) making trimmings by hand according to a given design or pattern;
- (d) the wiring of brim or crown of hats by hand;
- (e) binding any edge of a hat with ribbon or other material, by hand;
- (f) cutting by hand of felt and straw strips for hat edges and trimmings;”.

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

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

“A. The following provisions shall apply to employers and employees in the Clothing Sector of the Industry:”

(1) Substitute the following for the opening sentence of subclause (1):

“(1) Subject to the provisions of subclauses (2) (a), 2 (b), (3), (5) and (6), not less than the following minimum wages shall be paid to the undermentioned categories of employees employed in the Clothing Sector of the Industry, from the date of coming into operation of this Agreement and on each pay day thereafter: Provided that trainees whose increased experience as at 30 June 2003 entitles them to a higher wage in terms of the table below shall be paid the increased wage from the date of coming into operation of this Agreement and on each pay day thereafter:

PRESCRIBED WEEKLY WAGE SCALES FOR CLOTHING WORKERS (NORTHERN AREAS) FROM DATE OF COMING INTO OPERATION OF AGREEMENT

C A T	Description of occupation	Qualified	9th 1/2 year Exp.	8th 1/2 year Exp.	7th 1/2 year Exp.	6th 1/2 year Exp.	5th 1/2 year Exp.	4th 1/2 year Exp.	3rd 1/2 year Exp.	2nd 1/2 year Exp.	1st 1/2 year Exp.
		R	R	R	R	R	R	R	R	R	R
A	Pattern maker and/or grader	940,90	Q	Q	Q	842,10	741,40	640,60	539,90	438,90	339,10
B	Marker-in	781,30	Q	Q	Q	707,70	633,80	560,00	486,10	412,40	339,10
C	Mechanic	762,00	715,30	668,10	621,00	573,70	527,00	479,70	432,50	385,40	339,10
D	Chopper out, cutter and/or re-cutter, negative maker, screen maker (engraver), screen printer, sample cutter	566,10	Q	Q	Q	Q	Q	510,00	452,60	395,40	339,10
*E1	Sample machinist	562,80									
E	Sewing machinist, finisher, operator of a linking, overlocking and/or sewing machine, invisible mender, embroiderer, embroidery machinist (other than embroidery machine mincer); faggoter, beader and/or pleater by hand, baster, shaper, fitter up; checker, presser of garments, assistant screen maker (engraver), assistant screen printer, dark-room assistant, mixing and filtering operator, oven and curing operator, screen controller, screen preparer, squeegee preparer and despatch packer	489,30	Q	Q	Q	Q	Q	452,60	413,40	376,20	339,10
F1	Machinist promoted to assistant supervisor...	581,50	Q	Q	Q	Q	Q	Q	551,80	521,10	489,30
F	Asst. supervisor, other than a machinist promoted to asst. supervisor: Despatch/factory clerk: Storeman		581,50	Q	Q	Q	Q	Q	521,60	460,30	399,40
G	Other pressers, not provided for elsewhere, underpresser, presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and hand-made pleats, machine beltfixer, maintenance		406,10	Q	Q	Q	Q	Q	388,90	372,20	355,50

C A T	Description of occupation	Qualified	9th 1/2 year Exp.	8th 1/2 year Exp.	7th 1/2 year Exp.	6th 1/2 year Exp.	5th 1/2 year Exp.	4th 1/2 year Exp.	3rd 1/2 year Exp.	2nd 1/2 year Exp.	1st 1/2 year Exp.
		R	R	R	R	R	R	R	R	R	R
	assistance, layer-up, plain sewer, operator of a button covering, zip tacking and/or pleating machine, an employee engaged on the trubenizing of collars and/or clickers and shapes by template, general worker, appliqué cutter, tracer and/or marker and/or framer, pleater, embroidery machine minder										
H1	Foreman	1 283,60									
H2	Supervisor, assistant foreman, head cutter....	700,30									
H3	Artisan	1 465,10									
H4	Labourer, scooter driver and or boiler attendant	451,30									
H5	Watchman	521,30									
H6	Driver (light motor vehicle)	513,90									
H7	Driver (medium motor vehicle)	549,20									

* Sample machinist: Any employee when called upon to perform the duties of a sample machinist shall, while so employed, be paid the wage of a sample machinist: Provided that such wage shall not be subject to the provision of clause 4 (2) (a) of this agreement.

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

"(2) (a) Save as provided in subclauses (1), (2) (d) and (3), nothing in this Agreement shall operate to reduce the personal wage of an employee.

(b) Notwithstanding the provisions of subclause (1), an employee, other than a trainee, who, on the date of coming into operation of this Agreement was entitled to a weekly wage in excess of the wage reflected in column 1 below for that employee's category of work, shall be entitled to receive from his employer the increase reflected in column 2 below from the date of coming into operation of this Agreement and on each pay day thereafter:

Category	Column 1 (R)	Column 2 (R)
A.....	896,40	44,50
B.....	744,40	36,90
C.....	726,00	36,00
D.....	539,40	26,70
E1.....	536,30	26,50
E.....	466,30	23,00
F1.....	554,10	27,40
F.....	554,10	27,40
G1.....	387,00	19,10
H1.....	1 222,80	60,80
H2.....	667,20	33,10
H3.....	1 395,60	69,50
H4.....	430,10	21,20
H5.....	496,80	24,50
H6.....	489,70	24,20
H7.....	523,30	25,90

(c) The provisions of subclause (2) (b) shall not apply to an employee earning more than twice the Category B wage.

(d) Notwithstanding the provisions of subclause (2) (a) and, subject to the minimum wages prescribed in this clause, the wage agreed to between an employer and a new employee shall become the wage payable."

(3) In subclause (7), substitute the expression "2004" for the expression "2003" wherever it appears.

(4) Insert the following heading and subclauses after subclause (7):

"B. The following provisions shall apply to employers and employees in the Millinery Sector of the Industry:

(8) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees, employed at Millinery Sector establishments, shall be as follows:

	Wage rate per week with effect from the date of coming into operation of agreement
(a) Supervisor	R789,70
(b) Milliner (upgrade from trimmer):	
(i) Qualified	626,50
(ii) Learners:	
First six months of experience	444,00
Second six months of experience	485,50
Third six months of experience	533,00
Fourth six months of experience	591,10
Thereafter, the wage specified in (b) (i)	626,50
(c) (1) Blocker-front (upgrade from assistant blocker):	
(i) Qualified	527,30

	Wage rate per week with effect from the date of coming into operation of agreement
(ii) Learners:	
First six months of experience	437,10
Second six months of experience	451,30
Third six months of experience	479,70
Fourth six months of experience	502,00
Thereafter, the wage specified in (c) (1) (i)	527,30
(2) Driver	527,30
(d) Machine-operator & chopper-out:	
(i) Qualified	487,90
(ii) Learners:	
First six months of experience	307,80
Second six months of experience	351,70
Third six months of experience	376,60
Fourth six months of experience	434,60
Thereafter, the wage specified in (d) (i)	487,90
(e) Trimmer/general worker/assistant blocker:	
(i) Qualified	415,90
(ii) Learners:	
First six months of experience	307,80
Second six months of experience	337,40
Third six months of experience	362,30
Fourth six months of experience	389,60
Thereafter, the wage specified in (b) (i)	415,90
(f) Boiler attendant & watchman	454,90

(9) Nothing in this Agreement shall operate to reduce the wage of an employee who was paid higher than the prescribed minimum rate. Such employee shall continue to receive the higher rate, as if it were the minimum in respect of that employee. This provision shall also apply if an employee obtains employment with another employer in the Industry.

(10) Any calculation of wages or deductions from wages shall be based on a five-day week, i.e. the weekly wage divided by five.

(11) The minimum wage due to a monthly paid employee shall be calculated at four-and-a-third times the weekly wage due.

(12) An employer who requires an employee of one class of his employees to perform the work of another class shall either pay—

- a wage calculated on the highest weekly rate than his own class for that period; or
- not less than the wage for the period calculated on the rate specified in the rising scale for the highest class, resulting in a higher wage than that of his own class: Provided that the provisions of this clause shall not apply where the difference between classes is based on age or experience.

(13) Where an employer transfers an employee from one class of work to another, the Council shall be notified in writing of such transfer within 14 days of the date on which the change was put into operation: Provided that where any such change has been in operation for a period less than two weeks and the work which he was performing prior to the change, no notification need be sent to the Council as herein specified.”

7. CLAUSE 6 OF THE FORMER AGREEMENT: SHORT-TIME

Substitute the following for subclause 6 (1):

- “(1) Where short time has been or is introduced on any workplace after notifying the Council in writing, an employee who is not required to work on any day shall be given notice of that fact not later than closing time on the working day prior to the day on which his services are not required, except that, if short time is to be worked on a Monday or starting from a Monday, an employee who is not required to work on such Monday shall be given notice of the fact not later than closing time on the preceding Thursday in the case of the Clothing Sector of the Industry and by not later than 12:00 the previous Friday in the case of the Millinery Sector of the Industry.”

8. CLAUSE 7 OF THE FORMER AGREEMENT: PAYMENT OF AMOUNTS DUE TO EMPLOYEES

- (1) Insert the following heading before subclause (1):

"A. The following provisions shall apply to employers and employees in the Clothing Sector of the Industry:"

- (2) Insert the following new heading and subclauses after subclause (6):

"B. The following provisions shall apply to employers and employees in the Millinery Sector of the Industry:

- (7) Wages and other amounts due to an employee shall be paid weekly during working hours: Provided that where an employee's services are terminated on a day other than a pay day, any amounts due shall be paid immediately upon such termination. Failure to pay the amounts immediately, the employer shall pay the employee four hours' pay for every day that the employee is required to collect amounts due at the workplace.
- (8) Pay may be made in cash or by cheque, or may be deposited into the employee's account with a financial institution, or by bank transfer: Provided that there is prior consultation to reach agreement on who would bear the additional costs which arise in consequence.
- (9) Payment shall be accompanied by a pay slip with the following details of the employee:
 - (a) The name, occupation and clock-card number;
 - (b) the date of employment;
 - (c) the rate of pay;
 - (d) the total ordinary hours worked;
 - (e) the overtime hours worked and the overtime rate;
 - (f) any other payments due to the employee;
 - (g) the deductions made and the reason for the deductions;
 - (h) the period in respect of which payment is made; and
 - (i) the actual amount paid to the employee.
- (10) Payment in cash shall be made in an envelope and during working hours.
- (11) Where an employee is working short time, or the nominated pay day is a holiday, payment shall be made before the employee finishes work for the week.
- (12) No deductions of any description shall be made from an employee's remuneration, other than the following:
 - (a) Whenever an employee is absent from work, other than on the instruction or at the request of his employer.
 - (b) When an employee commences employment with an employer after the beginning of the working week of the workplace concerned, a deduction proportionate to the actual time lost may be made from the remuneration of such employee.
 - (c) Where short time has been introduced, a deduction may be made for the actual time not worked.
 - (d) Where an employer closes his workplace during the December shutdown, wages may be deducted for the actual period of the holidays recess up to a maximum of 15 working days.
 - (e) With the written consent of the employee, deductions may be made by an employer for insurance, provident or pension funds, or for dental plates or dental work not otherwise provided for, or for purposes of repaying a housing loan in terms of a housing loan scheme, approved by the Council.
 - (f) Contributions to the—
 - (i) Council;
 - (ii) Medical Benefit Society;
 - (iii) Sick Pay Fund;
 - (iv) Provident Fund.
 - (g) Where, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage of such employee for time lost in excess of two hours.
 - (h) Where an employer is legally or by an order of a competent court required or permitted to deduct any amount.
 - (i) With the consent of the employee, deductions may be made by an employer for contributions to the funds of the trade union.
- (13) Each employee shall be paid a bonus on the day of his employer's annual closure in December of each year, equivalent to one week's wages: Provided that a pro-rata share of the bonus shall be paid to an employee who leaves employment before the annual closure.
- (14) The bonus is inclusive of and not additional to any bonus paid by an employer.
- (15) For purposes of calculating the bonus, absence of any nature may not be taken into consideration."

9. CLAUSE 8 OF THE FORMER AGREEMENT: PROPORTION OR RATIO OF EMPLOYEES

- (1) Insert the following heading before subclause (1):

"The following provisions shall apply to employers and employees in the Clothing Sector of the Industry:"

- (2) Insert the following new heading and subclauses after subclause (2):

"The following provisions shall apply to employers and employees in the Millinery Sector of the Industry:"

- (3) One qualified milliner and one qualified trimmer shall be employed before a trainee milliner or trimmers may be employed in a workplace. For every five trainee milliners and/or trimmers employed in a workplace, at least one qualified milliner and one qualified trimmer shall be employed.
- (4) One qualified machine operator shall be employed before employing any other trainee machine operators. For every qualified machine operator, two trainee machine operators shall be employed."

10. CLAUSE 9 OF THE FORMER AGREEMENT: HOURS OF WORK

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

"(1) An employer shall not require or permit an employee, other than an employee referred to in subclause (4)—

- (a) (i) to work for more than 40 hours, excluding meal intervals, in any one week at a Clothing Sector establishment;
- (ii) For more than 41 hours in any one week at a Millinery Sector establishment;
- (b) to work for more than five days in any week;
- (c) on Saturdays or Sundays;
- (d) (i) to work more than eight hours per day: Provided that extra time not exceeding 30 minutes per day may be worked on a Monday, Tuesday, Wednesday, Wednesday and Thursday, if the working time on Friday of such wage week is shortened by the extra time worked or to be worked on the other four days if the employee is employed at a Clothing Sector establishment;
- (ii) for more than eight and a half hours a day, excluding Friday, where the normal hours shall be half an hour less if the employee is employed at a Millinery Sector establishment;
- (e) (i) to work before 07:00 or later than 16:45 or during the rest intervals provided for in subclause (2), on any day from Monday to Friday, inclusive, if the employee is employed at a Clothing Sector establishment;
- (ii) before 07:30 or after 18:00 from Monday to Friday or during the rest interval, if the employee is employed at a Millinery Sector establishment;
- (f) (i) to work more than five hours, without a meal interval of not less than 30 minutes and not more than one hour's duration, except in accordance with the provisions of clauses 10 of this Agreement if the employee is employed at a Clothing Sector establishment;
- (ii) to work for longer than five hours without an uninterrupted interval of at least one hour if the employee is employed at a Millinery Sector establishment."

- (2) Insert the following sentence at the end of subclause (3)

"This provision shall not apply to the Millinery Sector."

- (3) Insert the following sentence at the end of subclause (4)

"This provision shall not apply to the Millinery Sector."

- (4) Insert the following new subclause:

"(5) In the case of Millinery Sector establishment, the Council shall be notified of any change in the hours of work."

11. CLAUSE 12 OF THE FORMER AGREEMENT: HOLIDAY LEAVE

- (1) Insert the following paragraph at the end of subclause (2):

"The provision of paragraph (a) and (b) shall not apply to employees employed in the Millinery Sector of the Industry, to whom paragraph (c) below shall apply:

- (c) An employee who commenced employment after 1 February, or who terminates his services before the first day in December, shall be paid holiday pay equivalent to 1,25 days' pay for every completed month of service."

- (2) Insert the following paragraph at the end of subclause (5):

"The above provisions of this subclause shall not apply to the Millinery Sector of the Industry, in respect of which the following shall apply:

An employee whose services are terminated on or after 1 December, shall be paid a full day's wage in respect of the Day of Reconciliation, Christmas Day, the Day of Goodwill and New Year's Day: Provided that this shall not apply in the case of an employee who is dismissed on the grounds of misconduct or who commenced employment later than 1 July of that year."

(3) Insert the following paragraph at the end of subclause 11 (e):

"The provisions of paragraph (e) above shall not apply to employees employed in the Millinery Sector of the Industry."

(4) Insert the following new subclause:

"(12) The following sick leave provisions shall apply only to employees employed in the Millinery Sector of the Industry:

- (a) All employees shall be entitled to 10 days' sick leave on full pay in any 12 months.
- (b) During the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked".

12. CLAUSE 13 OF THE FORMER AGREEMENT: TERMINATION OF EMPLOYMENT

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

"(c) Monthly paid employees employed in the Clothing Sector of the Industry shall give or be given not less than 30 days' notice in writing, to be given in advance on the first or the 15th day of the month to take effect from such day."

(2) Insert the following new paragraph:

"(d) monthly paid employees employed in the Millinery Sector of the Industry shall give or be given not less than two weeks' notice, in writing."

13. CLAUSE 16 OF THE FORMER AGREEMENT: OVERALLS AND EQUIPMENT

Substitute the following for clause 16:

"16: OVERALL AND EQUIPMENT

A1. OVERALLS (provisions for employers and employees in the Clothing Sector of the Industry)

- (1) Every employer shall, within three months of the commencement of employment of an employee, issue an employee with a new overall and shall thereafter issue such employee with a new overall annually: Provided that if overalls were issued to an employee in terms of the former clause 25, the new overall shall be issued to such employee not later than 1 July of each year. An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering, away from the workplace where he is employed, of such overalls: Provided further that an employer may launder such overalls and withdraw the right of employee to take such overalls away from the workplace where he is employed.
- (2) An employee shall, on termination of his services, return the overall last issued to him, and should an employee fail to return the overall, the employer shall be entitled to deduct R5,00 from his wages and/or holiday pay.
- (3) For the purpose of this clause, the terms "overall" shall include protective garments approved by the Council.
- (4) Every employer shall keep a record of overalls issued reflecting the name of the employee receiving the overall, the signature of the employee, the date of issue and date of return and shall retain such record for inspection by the Council's designated agents, as required.

A2. OVERALLS (provisions for employers and employees in the Millinery Sector of the Industry)

- (1) An employer shall, within six months of the commencement of employment of an employee or six months of the date of publication of this Agreement, issue every employee with two new overalls of the required size and as approved by the Council. Thereafter, two overalls shall be issued to every employee every 12 months.
- (2) An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours and shall be responsible for the good condition and laundering of such overalls away from the workplace where he is employed: Provided that an employer may launder such overalls and withdraw the right of an employee to take such overalls away from the workplace where he is employed. Nothing contained in this subclause shall be so construed as to reduce the obligations imposed on any employer in regard to protective clothing and appliances as laid down in the Occupational Health and Safety Act, 1993, or the regulations published under that Act.
- (3) Should an employer fail to provide his employee with an overall or overalls as specified in subclause (1) within 60 days of the due date of issue, such employer, having been given two weeks' written notice by the Council, shall be liable to pay to his employee, as penalty, an amount equal to R1,50 per overall not issued in respect of every period of 30 days which has lapsed from the due date of issue of such overall or overalls.

- (4) It shall be compulsory for an employee who has been issued with an overall or overalls in terms of subclause (1) to wear such overall or overalls while at work, and the employer shall have the right to warn an employee failing to wear an overall at work and to notify such employee, in writing, that he must appear at work wearing an overall on the working day following the day on which the notice is given. Should an employee fail to appear at work wearing an overall for five consecutive days, due notice in writing having been given to the employee, the employer shall have the right to issue such employee with an overall and deduct R1,50 from the wages of such defaulting employee. The deduction referred to in this clause shall be made from the due wages of the employee on the first pay day following the failure to appear with an overall or on the first pay day after the issue of the new overalls.

B. EQUIPMENT (Provisions for employers and employees in the Clothing Sector of the Industry only)

- (1) Every employer shall supply equipment to his employees who need them for the purpose of their employment, at the price paid therefor by the employer.
- (2) The cost of such equipment may be deducted from the employee's wages in weekly instalments, as mutually agreed upon between the employer and employee.
- (3) The employer shall keep the equipment in good order, free of charge.
- (4) An employee shall be responsible for the replacement of equipment issued to him that has been lost, provided that the employer supplied the employee with individually lockable storage for such equipment."

Signed at Cape Town on behalf of the parties, this 6th day of August 2004.

M. W. SIDDONS

Chairperson

C. O. JEFTHA

Vice-Chairperson

W. A. ROBERTS

Acting General Secretary

No. R. 1190

15 October 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY:
KNITTING DIVISION COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1297 of 19 September 2003 and R. 505 and R. 506 of 30 April 2004 with effect from 18 October 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1190

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: KOLLEKTIEWE
OOREENKOMS VIR DIE BREI-AFDELING VAN DIE WES KAAP STREEK**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewings Nos. R. 1297 van 19 September 2003 en R. 505 en R. 506 van 30 April 2004 in, met ingang van 18 Oktober 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 1191

15 October 2004

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF THE KNITTING DIVISION COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT FOR THE WESTERN CAPE REGION

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Clothing Manufacturing Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 18 October 2004, and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1191

15 Oktober 2004

WET OP ARBEIDSVERHOUDINGE, 1995

NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN DIE BREI-AFDELING KOLLEKTIEWE HERBEKRAGTING- EN WYSIGINGSOOREENKOMS VIR DIE WES-KAAP STREEK

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Oktober 2004, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY,
KNITTING DIVISION COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION**

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

Cape Clothing Association

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

South African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Knitting Division of the Clothing Industry—
 - (a) by the employers and the employees who are members of the employers' organisation and the trade union, respectively;
 - (b) in the Magisterial District of The Cape, Wynberg, Simonstown, Goodwood and Bellville, including those portions of the Magisterial Districts of Wynberg, Simonstown, Goodwood and Bellville that were used to create the Magisterial Districts of Mitchells Plain on 2 March 1992, Somerset West, Strand, Malmesbury and George.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
 - (a) apply only in respect of employees for whom wages are prescribed in this Agreement;
 - (b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Collective Agreement of the Council.
- (3) Clause 1 (1) (a), 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. SPECIAL PROVISIONS

The provisions of clauses 11 (4) (b), 14 (2), 19B, 23, 26 (13) (a) to 26 (13) (g) (v) and 37 (5) of the Agreement published under Government Notice No. R. 323 of 17 March 2003 as further extended, amended and re-enacted by Government Notices Nos. R. 797 and R. 798 of 20 June 2003, R. 1297 of 19 September 2003 and R. 505 and R. 506 of 30 April 2004 (hereinafter referred to as the "Former Agreement"), as further extended, amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 10, 11 (4) (a), 11 (5) to 14 (1), 15 to 19A, 20 to 22, 24 to 26 (12), 26 (13) (g) (vi) to 37 (4) and 37 (6) to 42 of the Former Agreement (as further extended, amended and re-enacted from time to time), shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following new definition after the definition of "Clothing Industry" or "Industry":

"**complying employer**" means an employer whose company or concern is fully registered with the Council or a council which amalgamated to form the Council, who has given effect to the applicable Council Main and Benefit Fund Collective Agreements in each of its establishments or who has received due exemption therefrom, who is up to date with Council and any Benefit Fund contributions, trade union and employer subscriptions and who has registered all permanent and contract employees with the Council."

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

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

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees employed at Garment Knitting Establishments shall be as follows:

Part A—Cutting Department

Pattern maker:

(a) Qualified	R977,00
(b) Learner:	
First year:	
First six months of experience	R547,50
Second six months of experience	R604,50
Second year:	
First six months of experience	R661,50
Second six months of experience	R722,50
Third year:	
First six months of experience	R787,50
Second six months of experience	R850,50
Thereafter, the wage specified in (a), i.e.	R977,00

Pattern grader:

(a) Qualified	R789,00
(b) Learner:	
First year:	
First six months of experience	R515,50
Second six months of experience	R547,50
Second year:	
First six months of experience	R580,50
Second six months of experience	R621,00
Third year:	
First six months of experience	R661,50
Second six months of experience	R704,50
Thereafter, the wage specified in (a), i.e.	R789,00

Football jersey cutter:

(a) Qualified	R548,50
---------------------	---------

(b) Learner:

First year:

First six months of experience	R412,00
Second six months of experience.....	R436,50

Second year:

First six months of experience	R459,00
Second six months of experience.....	R483,50

Third year:

First six months of experience	R507,00
Thereafter, the wage specified in (a), i.e.	R548,50

Layer-up:

(a) Qualified	R473,00
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(b) Learner:

First year:

First six months of experience	R398,00
Second six months of experience.....	R412,00

Second year:

First six months of experience	R430,50
Thereafter, the wage specified in (a), i.e.	R473,00

Part B—Factory Operatives

Grade A employee:

(a) Qualified	R604,50
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(b) Learner:

First year:

First six months of experience	R425,50
Second six months of experience.....	R458,00

Second year:

First six months of experience	R490,00
Second six months of experience.....	R515,50

Third year:

First six months of experience	R548,50
Thereafter, the wage specified in (a), i.e.	R604,50

Grade B employee:

(a) Qualified	R516,50
---------------------	---------

(b) Learner:

First year:

First six months of experience	R419,00
Second six months of experience.....	R441,00

Second year:

First six months of experience	R463,50
Thereafter, the wage specified in (a), i.e.	R516,50

(c) If advanced to Grade A employee:

First six months from date of advancement	R516,50
Second six months from date of advancement	R532,00
Third six months from date of advancement	R548,50
Thereafter, the wage specified for a qualified Grade A employee, i.e.	R604,50

Grade C employee:

(a) Qualified	R458,00
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(b) Learner:

First year:

First six months of experience	R411,00
Second six months of experience	R422,50
Thereafter, the wage specified in (a) i.e.	R458,00

(c) If advanced to Grade B employee:

First six months from date of advancement	R458,00
Second six months from date of advancement	R463,50
Thereafter, the wage specified for a qualified Grade B employee, i.e.	R516,50

Part C—Clerical employees

Clerk:

(a) Qualified	R666,00
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(b) Learner:

First year	R491,00
Second year	R533,50
Third year:	
First six months of experience	R583,50
Thereafter, the wage specified in (a), i.e.	R666,00

Factory clerk:

(a) Qualified	R500,00
---------------------	---------

(b) Learner:

First year	R398,00
Second year	R424,00
Third year:	
First six months of experience	R458,00
Thereafter, the wage specified in (a), i.e.	R500,00

Part D—General

Boiler attendant	474,50
Despatch packer	490,00
General worker	458,00
Labourer	463,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg	490,00
(b) exceeds 1 360 kg but not exceed 2 720 kg	508,50
(c) exceeds 2 720 kg	580,50
Supervisor, quality controller and instructor	621,00
Traveller's driver	508,50
Watchman or caretaker, whose ordinary hours of work are—	
(a) less than 60 hours per week	529,00
(b) 60 hours per week	555,00

(2) In subclause (10), substitute the expression "Government Notice R. 1297 of 19 September 2003" for the expression "Government Notice R. 323 of 7 March 2003", wherever it occurs.

(3) In subclause (11), substitute the year "2004" for the year "2003", wherever it occurs.

7. CLAUSE 26 OF THE FORMER AGREEMENT: CLOTHING INDUSTRY HEALTH CARE FUND

(1) In subclause (4)(a), substitute the expression "R495,01" for the expression "R465,01" wherever it occurs, in respect of the period 1 July 2003 to 30 June 2004.

(2) In subclause (4)(a), substitute the expression "R519,51" for the expression "R495,01" wherever it occurs.

(3) In subclause (4)(b), substitute the expression "R495,01" for the expression "R465,01" wherever it occurs in respect of the period 1 July 2003 to 30 June 2004.

(4) In subclause (4)(b), substitute the expression "R519,51" for the expression "R495,01" wherever it occurs.

(5) In subclause (4)(b), substitute the expressions "R4,90" and "R5,90" for the expressions "R4,40" and "R5,40", respectively.

Signed at Cape Town on behalf of the parties this 6th day of August 2004.

M.W. SIDDONS

Chairperson

C.O. JEFTHA

Vice-Chairperson

W.A. ROBERTS

Acting General Secretary

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