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GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 185

11 March 2005

PLANT IMPROVEMENT ACT, 1976 (ACT No. 53 OF 1976)

REGULATIONS RELATING TO ESTABLISHMENTS, VARIETIES, PLANTS AND PROPAGATING MATERIAL: AMENDMENT

The Minister of Agriculture, acting under section 34 of the Plant Improvement Act, 1976 (Act No. 53 of 1976), has made the following regulations in the Schedule.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 1064 of 23 May 1980, as amended by Government Notices Nos. R. 1621 of 22 July 1983, R. 2173 of 28 September 1984, R. 1287 of 14 June 1985, (as corrected by Government Notice No. R. 1524 of 12 July 1985), R. 1522 of 12 July 1985, R. 256 of 14 February 1986, R. 1489 of 11 July 1986, R. 1903 of 12 September 1986, R. 1389 of 26 June 1987, R. 1700 of 7 August 1987, R. 86 of 22 January 1988, R. 2496 of 9 December 1988, R. 1518 of 14 July 1989, (as corrected by Government Notice No. R. 1976 of 15 September 1989), R. 2092 of 29 September 1989, R. 76 of 18 January 1991, R. 1638 of 12 July 1991, (as corrected by Government Notice No. R. 1971 of 16 August 1991), R. 2119 of 24 July 1992, R. 2618 of 18 September 1992, R. 891 of 28 May 1993, R. 1590 of 27 August 1993, R. 2057 of 29 October 1993, R. 513 of 18 March 1994, R. 1465 of 26 August 1994, R. 174 of 10 February 1995 (as corrected by Government Notice No. R. 319 of 3 March 1995), R. 1976 of 22 December 1995, R. 1177 of 19 July 1996, R. 97 of 24 January 1997, R. 1011 of 1 August 1997, R. 866 of 3 July 1998 (as corrected by Government Notice No. R. 949 of 24 July 1998), R. 1284 of 16 October 1998, R. 1015 of 27 August 1999, R. 232 of 17 March 2000, R. 919 of 15 September 2000, R. 1207 of 1 December 2000, R. 430 of 25 May 2001, R. 19 of 11 January 2002, R. 547 of 10 May 2002, R. 1 of 3 January 2003, R. 410 of 28 March 2003 and R. 577 of 2 May 2003.

Substitution of Table 1 of the Regulations

2. The following table is hereby substituted for Table 1 of the Regulations with effect from 1 April 2005.

No. R. 185

11 Maart 2005

PLANTVERBETERINGSWET, 1976
(WET No. 53 VAN 1976)

**REGULASIES BETREFFENDE ONDERNEMINGS, VARIËTEITE, PLANTE EN
VOORTPLANTINGSMATERIAAL: WYSIGING**

Die Minister van Landbou, handelende kragtens artikel 34 van die Plantverbeteringswet, 1976 (Wet No. 53 van 1976), het die regulasies in die Bylae uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 1064 van 23 Mei 1980, soos gewysig deur Goewermentskennisgewing Nos. R. 1621 van 22 Julie 1983, R. 2173 van 28 September 1984, R. 1287 van 14 Junie 1985, (soos verbeter deur Goewermentskennisgewing No. R. 1524 van 12 Julie 1985), R. 1522 van 12 Julie 1985, R. 256 van 14 Februarie 1986, R. 1489 van 11 Julie 1986, R. 1903 van 12 September 1986, R. 1389 van 26 Junie 1987, R. 1700 van 7 Augustus 1987, R. 86 van 22 Januarie 1988, R. 2496 van 9 Desember 1988, R. 1518 van 14 Julie 1989, (soos verbeter deur Goewermentskennisgewing No. R. 1976 van 15 September 1989), R. 2092 van 29 September 1989, R. 76 van 18 Januarie 1991, R. 1638 van 12 Julie 1991, (soos verbeter deur Goewermentskennisgewing No. R. 1971 van 16 Augustus 1991), R. 2119 van 24 Julie 1992, R. 2618 van 18 September 1992, R. 891 van 28 Mei 1993, R. 1590 van 27 Augustus 1993, R. 2057 van 29 Oktober 1993, R. 513 van 18 Maart 1994, R. 1465 van 26 Augustus 1994, R.174 van 10 Februarie 1995 (soos verbeter deur Goewermentskennisgewing No. R. 319 van 3 Maart 1995), R. 1976 van 22 Desember 1995, R. 1177 van 19 Julie 1996, R. 97 van 24 Januarie 1997, R. 1011 van 1 Augustus 1997, R. 866 van 3 Julie 1998 (soos verbeter deur Goewermentskennisgewing No. R. 949 van 24 Julie 1998), R. 1284 van 16 Oktober 1998, R. 1015 van 27 Augustus 1999, R. 232 van 17 Maart 2000, R. 919 van 15 September 2000, R.1207 van 1 Desember 2000, R. 430 van 25 Mei 2001, R. 19 van 11 Januarie 2002, R. 547 van 10 Mei 2002, R. 1 van 3 Januarie 2003, R. 410 van 28 Maart 2003 en R. 577 van 2 Mei 2003.

Vervanging van Tabel 1 van die Regulasies

2. Tabel 1 van die Regulasies word met ingang 1 April 2005 deur die volgende table vervang.

"TABLE 1•TABEL 1

FEES PAYABLE•GELDE BETAALBAAR

No.	Particulars of service/ Aard van diens	Purpose/ Doel	Tariff/ Tarief
1.	Issuing of export certificate under section 27/ Uitreiking van uitvoersertifikaat ingevolge artikel 27	a) Application for a certificate/ Aansoek om 'n sertifikaat [Reg. 45A(2)(a)]	R50, 00 per consignment in respect of seed exported/ per besending ten opsigte van saad wat uitgevoer word
		b) Inspection and sampling of seed lots/ Ondersoek en monsterneming van saadlotte [Reg. 45(3)]	R100, 00 for 30 minutes or portion thereof, including travelling time, spent by each officer on the service/ vir 30 minute of gedeelte daarvan, reistyd ingesluit, deur elke beamppte aan die diens gewy
		c) Purity analysis/ Suiwerheidsontleding	R70, 00 each/ elk
		d) Germination or viability test/ Ontkiemings-of lewenskragtigheidstoets	R355, 00 each/ elk
		e) Varietal examination of samples/ Variëteitsondersoek van monsters [Reg. 45(3)] (i) Category A (agronomic, vegetable and pasture crops and sweet corn)/ Kategorie A (akkerbou-, groente- en weidingsgewasse en suikermielies) (ii) Category B (white and yellow maize)/ Kategorie B (wit- en geelmielies) (iii) Category C (fruit, vines and citrus)/ Kategorie C (vrugte, wingerd en sitrus)	R1 700,00 per examination/ per ondersoek R2 000,00 per examination/ per ondersoek R2 200,00 per examination/ per ondersoek
2.	Registration of premises under section 7/ Registrasie van perseel ingevolge artikel 7	a) Application for registration of premises in respect of a business/ Aansoek om registrasie van 'n perseel ten opsigte van 'n besigheid [Reg. 2(2)(b)]	R190, 00 for one type of business plus R95,00 for each additional type of business / R190,00 vir een soort besigheid plus R95,00 vir elke bykomende soort besigheid

No.	Particulars of service/ Aard van diens	Purpose/ Doel	Tariff/ Tarief
		b) Application for renewal of registration of premises in respect of a business/ Aansoek om hernuwing van registrasie van 'n perseel ten opsigte van 'n besigheid [Reg. 3(2)(b)]	R190, 00 for one type of business plus R95, 00 for each additional type of business / vir een soort besigheid plus R95, 00 vir elke bykomende soort besigheid
3.	Variety listing/ Variëteitslysting	<p>a) Application fee in respect of the recognition of a variety/ Aansoekgeld ten opsigte van die erkenning van 'n variëteit [Reg. 16(b)]</p> <p>b) Investigation fee for variety list placement/ Ondersoekgeld vir variëteitsplasing: [Reg. 17(1)]</p> <p>(i) Category A (agronomic, vegetable and pasture crops and sweet corn)/ Kategorie A (akkerbou-, groente- en weidingsgewasse en suikermielies)</p> <p>(ii) Category B (white and yellow maize)/ Kategorie B (wit- en geelmielies)</p> <p>(iii) Category C (fruit, vines and citrus)/ Kategorie C (vrugte, wingerd en sitrus)</p> <p>c) Application for the alteration or supplementation of the denomination of a variety/ Aansoek om die wysiging of aanvulling van die benaming van 'n variëteit [Reg. 20A]</p>	<p>R1 000,00 each/ elk</p> <p>R1 700,00 each/ elk</p> <p>R2 000,00 each/ elk</p> <p>R2 200,00 each/ elk</p> <p>R1 200,00 each/ elk</p>
4.	General/ Algemeen	<p>a) Perusal of a document/ Insae in 'n dokument [Reg. 52(1)]</p> <p>b) Application for a copy of a document/ Aansoek om 'n afskrif van 'n dokument [Reg. 52(3)]</p> <p>c) Lodgement of appeal against a decision of or steps taken by the Registrar/ Indiening van appèl teen die beslissing van, of stappe gedoen deur die Registrateur [Reg. 53(1)(d)]</p>	<p>R300, 00 per occasion/ per geleentheid</p> <p>R8, 00 per application plus R0, 95 per photocopy/ R8, 00 per aansoek plus R0, 95 fotokopie</p> <p>R3 500,00 each/ elk".</p>

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 189****11 March 2005**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY (NATAL): RENEWAL OF PERIOD OF
OPERATION OF MAIN AND PROVIDENT FUND COLLECTIVE AGREEMENT**

I, Thembinkosi Mkalipi, Executive Manager, Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32 (6) (a) (ii) of the Labour Relations Act, 1995, declare the provisions of Government Notice No. R. 1083 of 17 September 2004 to be effective from the date of publication of this notice and for the period ending 30 June 2005.

T. MKALIPI**Executive Manager: Collective Bargaining**

No. R. 189**11 Maart 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE KONTRAKSKOONMAAKBEDRYF (NATAL): HERNUWING VAN TYDPERK VAN HOOF-
EN VOORSORGFONDS KOLLEKTIEWE OOREENKOMS**

Ek, Thembinkosi Mkalipi, Uitvoerende Bestuurder: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verleng hierby, kragtens artikel 32 (6) (a) (ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewing No. R. 1083 van 17 September 2004 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 2005 eindig.

T. MKALIPI**Uitvoerende Bestuurder: Kollektiewe Bedinging**

No. R. 190**11 March 2005**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: REGISTRATION AND ADMINISTRATION
EXPENSES COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 807 of 9 July 2004 with effect from 22 March 2005.

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

No. R. 190**11 Maart 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

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

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 807 van 9 Julie 2004 in, met ingang van 22 Maart 2005.

M. M. S. MDLADLANA**Minister van Arbeid**

No. R. 191

11 March 2005

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF REGISTRATION AND ADMINISTRATION EXPENSES RE-ENACTING AND AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 22 March 2005 and for the period ending 31 March 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 191

11 March 2005

WET OP ARBEIDSVERHOUDINGE, 1995

METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN REGISTRASIE EN ADMINISTRASIE-FONDS HERBEKRAAGTIGINGS- EN WYSIGING KOLLEKTIWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 22 Maart 2005 en vir die tydperk wat op 31 Maart eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

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

Association of Electric Cable Manufacturers of South Africa
Border Industrial Employers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Consolidated Association of Employers of Southern Africa Region (CAESAR)
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electric Engineering and Allied Industries' Association
Electronics and Telecommunications Industries' Association
Federated Employers' Organisation of South Africa (FEOSA)
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Iron and Steel Producer's Association of South Africa
KwaZulu-Natal Engineering Industries' Association
Lift Engineering Association of South Africa
Light Engineering Industries' Association of South Africa
Materials Handling Association
Non-ferrous Metal Industries' Association of South Africa
Plastic Converters' Association of South Africa
Plumbers, Engineers and Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries' Association of South Africa
Small Enterprise Employers of South Africa (SEESA)

SA Electroplating Industries' Association
SA Engineers' and Founders' Association
SA Fastener Manufacturers' Association (SAFMA)
SA Refrigeration and Air Conditioning Contractors' Association (SARACCA)
SA Pump Manufacturers' Association
SA Reinforced Concrete Engineers' Association (SARCEA)
SA Valve and Actuator Manufacturers' Association (SAVAMA)
SA Wire and Wire Rope Manufacturers' Association

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

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

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

PART 1: GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) throughout the Republic of South Africa;
 - (b) by all the employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively; and
 - (c) for the purposes of clause 5 (3) (c) and of item (vi) of the definition of "employee" in clause 3, the employers and employees referred to therein.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to—
- (a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of "Electrical Engineering Industry" in clause 3 of Part I of the Main Agreement published under Government Notice No. R. 404 of 31 March 1998, in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipments, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
 - (d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (f) the Locksmith Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
 - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Province of the Cape of Good Hope and the Orange Free State;
 - (i) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only in so far as such terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as such terms are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

(4) Clause 1 (1) (b) and (2) and clause 3 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. SPECIAL PROVISIONS

The provisions contained in clause 8 of the Agreement published under Government Notice No. R. 807 of 9 July 2004 (hereinafter referred to as the "former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7 and 9 to 10 of Parts I to IV of the former Agreement shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

(1) Substitute the following for the definition of "plastics industry":

"Plastics Industry" means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts of articles wholly or mainly made of such polymers into rigid, semi-rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendered, coated, compression moulded or rotation moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities;"

(2) Substitute the following for the definition of "plastics":

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

Signed at Johannesburg for and on behalf of the parties this 5th day of November 2004.

L. TRENTINI
Member

L. MTHIYANE
Member

A. SMITH
Chief Executive Officer

No. R. 192

11 March 2005

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: EXTENSION OF PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal 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 22 March 2005, and for the period ending 31 July 2006.

M. M. S. MDLADLANA

Minister of Labour

No. R. 192

11 Maart 2005

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN VOORSORGFONDS EN STERFTBYSTANDSVERENIGING KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal 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 22 Maart 2005, en vir die tydperk wat op 31 Julie 2006 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL****PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AGREEMENT**

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

KwaZulu-Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

and the

Chemical Energy Paper Printing Wood and Allied Workers' Union

(hereinafter referred to as the "employees" or the "trade unions" of the other part, being the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, to amend the Provident Fund and Mortality Benefit Association Collective Agreement published under Government Notice No. R. 244 dated 27 February 2004.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—

- (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 or employed therein;
- (b) in Area A, which consists of the Magisterial District of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;
- (c) in Area B, which consists of the Magisterial District of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle; and

(d) in Area C, which consists of the remainder of the Province of KwaZulu-Natal.

(2) Notwithstanding the provisions of sub-clause (1), the provisions of this Agreement shall—

- (a) apply only in respect of employees for whom minimum wages are prescribed in the Main Collective Agreement and to working partners, directors or members as defined in the Main Collective Agreement;
- (b) apply to learners in so far as the provisions are not inconsistent with the provisions of the Skills Development Act, No. 92 of 1998, or any contracts entered into or any conditions fixed thereunder;
- (c) not apply to any employee or working partner, director or member who, at the date of the coming into operation of this Agreement, is or thereafter becomes, a participant in and member of any other fund providing pension and/or provident benefits, which is in existence on the said date and which the employer of that employee is, on the said date, a participant or to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council, the benefits which the other fund provided are on the whole not less favourable than the benefits provided by the Council's fund.

(3) Notwithstanding the provisions of this clause, employers who carry on not more than one business within the scope of application of this Collective Agreement and who employ less than five employees at all times in connection with such business shall be entitled to the phasing in concessions contained within clause 1(3) of the Main Collective Agreement; Provided that for the purpose of giving effect to clause 13 (1) (d) of that Agreement, the contribution shall be based on the wage prescribed for the highest paid employee in Schedule A of the Main Collective Agreement.

(4) The provisions of sub-clause (3) shall not apply where an employer has more than four employees in his employ at the date of the coming into operation of this Collective Agreement, and subsequently reduces this number of employees to fewer than five.

(5) The terms of this Agreement shall not apply to non-parties in respect of clause 1(1)(a).

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, in respect of the non-parties and shall remain in force until 31 July 2006.

3. CLAUSE 14: BENEFITS

Replace the existing clause 14 in its entirety with the following new clause 14 A and 14B:

"14A. BENEFITS

- (1) A member shall be entitled to payment of the benefits accrued to him in terms of this Chapter—
 - (a) six consecutive months after having left the Industry and upon production of written proof satisfactory to the Management Committee that the member was engaged outside the Industry for a period of not less than six consecutive months;
 - (b) upon retirement from the Industry owing to—
 - (i) old age; or
 - (ii) incapacity, ill-health or infirmity, and if the member is permanently disabled as a result thereof: Provided that the member has produced proof of such disablement to the satisfaction of the Committee; or
 - (iii) retrenchment after page 55: Provided that re-employment is not available to the member.
- (2) (a) Subject to the provisions of clause 13, a member referred to in subclause (1) (a) hereof shall be entitled to the following benefits:
 - (i) If he has been a member for a period of less than two years, the total amount contributed by him, plus any interest, and any bonuses credited to his own contributions;
 - (ii) if he has been a member for a period of two years, the total amount contributed by him, plus any interest, and any bonuses credited to his own contributions, plus 25 per cent of the employer's contributions and any interest credited in respect of that member;
 - (iii) if he has been a member for a period of three to five years, the total amount contributed by him, plus any interest, and any bonuses credited to his own contributions in terms of clause 15, plus 50 per cent of the total sum of the employer's contributions and any interest credited in respect of that member;
 - (iv) if he has been a member for a period in excess of five years, but not exceeding 10 years, the total amount contributed by him, plus any interest, and any bonuses credited to his own contributions in terms of clause 15, plus 60 per cent of the total sum of the employer's contributions and any interest credited in respect of that member;
 - (v) if he has been a member for a period in excess of 10 years, but not exceeding 20 years, the total amount contributed by him, plus any interest, and any bonuses credited to his own contributions in terms of clause 15, plus 75 per cent of the total sum of the employer's contributions and any interest credited in respect of that member;

- (vi) if he has been a member for a period in excess of 20 years, the total amount contributed by him, plus any interest and any bonuses credited to his own contributions, plus the total sum of the employer's contributions and any interest credited in respect of that member.
- (b) A member referred to in subclause (1) (b) hereof shall, subject to the provisions of clause 13 (5), be paid the benefits prescribed in subclause (2) (a) (vi) hereof: Provided that the Committee shall have the right to demand a medical report in respect of such member at the expense of the Fund.
- (3) (a) Applications for benefits shall be made, in writing, in the form specified by the Committee.
- (b) When a member returns to the Industry before payment has been made in respect of an application for withdrawal of benefits, the application shall automatically lapse and contributions shall forthwith be resumed.
- (c) Upon payment to a member of all benefits accrued to him in terms of this Chapter, the balance of the employer's contributions and interest, if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 10 (2) (e).
- (d) A member may nominate a beneficiary, who shall be a person other than a dependant, to receive the benefits accruing to him under the Fund as his death.
- (d) Any beneficiary nominated in terms of subclause (3) (d) shall be nominated in writing to the Fund: Provided that, in the event of a dispute arising as to the identity of a beneficiary, the Management Committee shall investigate the matter and shall come to such decision regarding payment of the benefit as it deems equitable: Provided further that the decision of the Management Committee in this regard shall be final.
- (4) (a) Every employer shall notify the Secretary of the death of any member in his employ within 10 days of such death having come to his notice.
- (b) Upon receipt of proof satisfactory to the Management Committee of the death of a member, the Fund shall pay the dependant or, if no dependant can be traced, the beneficiary nominated in terms of subclause (3) (d) and (e) above, an amount equal to the aggregate amount of the member's and employer's contributions in respect of such member, plus any interest and bonuses credited thereto in terms of clause 15.
- (c) the estate of a deceased member shall have no claim against the Fund in respect of any amount paid in terms of subclause (4) (a) above.
- (d) If the dependant or beneficiary is a minor, the Management Committee shall pay the benefit to such minor's legal guardian, to be used to the advantage and in the interests of the minor.
- (e) A benefit payable by the Fund in respect of a deceased member shall not form part of the assets in the estate of such member, but shall be dealt with in the following manner:
- (i) The Secretary shall, as soon as possible after receiving information from any source of the death of a member, notify the member's dependant by letter, stating the last known place of work of the member and that the benefit may be claimed at an address specified by the Management Committee: Provided that, where there is more than one dependant, the benefit shall be paid in such proportions as the Management Committee may deem equitable.
- (ii) If the Fund does not become aware of or cannot trace any dependant of the member, within a month of receiving proof of such member's death, the Management Committee shall place an advertisement in two official languages in three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known address and that benefits are available for collection by the dependant at an address specified by the Management Committee.
- (iii) If the Fund does not become aware of or cannot trace any dependant of the member, or if the dependant does not claim the benefit within 12 months of the date of the last placement of the advertisement referred to in subclause (4) (e) (ii) above, and the member has nominated a beneficiary in terms of clause 14A (3) (d) and (e) above, the Secretary shall notify such beneficiary by letter, stating the last known place of work of the member and that benefits may be claimed at an address specified by the Management Committee.
- (iv) If the Fund does not become aware of or cannot trace the beneficiary, or if such beneficiary does not claim the benefits within 12 months of the date of the letter referred to in subclause (4) (e) (iii) above, or if no dependant has been traced and no beneficiary has been nominated, such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 10 (2) (e) of this Chapter for the benefit of the remaining members. And there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled in its absolute discretion to make payments to the dependants of the beneficiary concerned out of the moneys which have reverted to the Fund.

- (5) (a) If a member has received benefits to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 13 (4) he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit, it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.
- Save as is provided for in this clause, no benefit or right to benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgment or order of a court of law, save for a cession as contemplated under clause 14B (8) (c).
- (6) Nothing contained in this Chapter shall in any way affect the right of any member or his dependant(s) to claim compensation or damages in respect of workmen injured or dying from any accident arising out of and in the course of his employment, and the amount payable under this subclause shall not be reduced by reason of any payment that may be made as a result of such claim.
- (7) (a) If any benefit which is due and payable, other than a benefit due and payable to a dependant or a beneficiary in terms of subclause (4) above, is not claimed within two years of the due date thereof, the Management Committee shall, after the expiry of the two-year period, place an advertisement, in two official languages, in three successive issues of three daily newspapers circulating in the Republic of South Africa, advertising that a schedule is available for scrutiny at the offices of the Council by any members who may have left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the schedule or by the dependants or beneficiaries of such members, and calling upon such members or their dependants or beneficiaries to submit claims for such benefits within a period of three months from the date of the last placement of the advertisement and to furnish full details of the ground upon which such claims are made.
- (b) The Committee shall, after the last date upon which claims be submitted, consider such claims and may pay to a member, or if no claims are received from a member, to his dependant or beneficiary who has submitted a claim in the manner prescribed herein such moneys, not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to the dependants in the order of preference contained in the definition of "dependant" in clause 3 of the Main Collective Agreement: Provided further that payment shall be made to a beneficiary only if no claim is received from a dependant.
- (c) Should no claim have been received from a member or his dependant or beneficiary within a period of six months of the date of the last placement of the advertisement, the benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 10 (2) (e) for the benefit of the remaining members, and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, in the event of a claim being received within a period of five years of the date of termination of service of a member in the Industry, be entitled, in its absolute discretion, to make payment to the member or dependant or beneficiary concerned out of the moneys that have reverted to the Fund.

14B. HOUSING LOANS

(1) **Purpose of loans**

The purpose is to provide loan facilities to qualifying members to enable them to acquire basic living accommodation only.

(2) **Qualifying criteria**

Only contributing members for whom wages are prescribed in Schedule A to the Main Collective Agreement and who are employed within the scope of this Collective Agreement may apply for assistance: Provided that—

- (a) the member has contributed to the Fund for not less than ten years;
- (b) the loan applied for does not exceed 75% (seventy-five per cent) of the member's own contributions standing to his credit within the Fund;
- (c) the loan repayment does not exceed 25% (twenty-five per cent) of the member's wages; and
- (d) the loan repayment period does not exceed 10 (ten) years.

(3) **Exclusions**

- (a) Loans shall not be considered if a member has previously been granted a loan from the Fund for the purposes of housing, and such loan has not been repaid, together with interest.
- (b) Loans shall not be considered in the event that Provident Fund contributions have been in arrears for two months or more.

- (c) Loans shall not be available for the following:
 - (i) A second dwelling;
 - (ii) retaining walls;
 - (iii) garages;
 - (iv) temples;
 - (v) storerooms;
 - (vi) surrounding walls and/or fences;
 - (vii) renovations;
 - (viii) construction of a dwelling within an informal settlement; or
 - (ix) costs in relation to the transfer of property.

(4) Types of loans which may be applied for

(a) To purchase an existing dwelling

A guarantee will be issued but payment will be effected only upon registration of the property. The signed deed of sale as offer to purchase, together with the transferring attorneys' particulars must accompany the application.

(b) To build a dwelling

The following documentation must be submitted:

- (i) Title deed to the property;
- (ii) building plan in the name of the member of the dwelling to be constructed; and
- (iii) a quotation for materials required.

Payment will be effected to the supplier of the materials and not to the member.

(c) To build a dwelling on tribal land

The following documentation must be submitted:

- (i) Original letter from Tribal Authority granting permission to build;
- (ii) building plan not a sketch plan in the name of the member of the dwelling to be constructed; and
- (iii) a quotation for materials required.

Payment will be effected to the supplier of the materials and not to the member.

(5) Documents to accompany loan applications

When applicable, the following documentation must accompany all applications:

- (a) A certified copy of the member's identity document;
- (b) his most recent payslip (no photo copy);
- (c) quotations;
- (d) proof of ownership;
- (e) proof that building plans in the name of the member have been approved;
- (f) recognised letter of authority (relating to Tribal Land);
- (g) signed deed of sale as offer to purchase;
- (h) particulars of transferring attorneys;

(6) Application documentation

- (a) Application form as prescribed by the Council from time to time.
- (b) Undertaking by employer to deduct instalments.
- (c) Undertaking by employee to pay instalments.

(7) Interest

- (a) The interest rate shall be the prevailing interest rate as charged by First National Bank on housing loans. The Management Committee shall have the right to vary the interest rate in accordance with the variations that First National Bank might introduce as a result of monetary policies introduced by the Reserve Bank from time to time.
- (b) The employer and the member shall be advised accordingly if there is a change in interest rate as contemplated under sub-clause (7) (a).

(8) Loan repayments

- (a) The loan shall be repaid in regular weekly/monthly instalments, deductions being made by the employer in terms of the loan agreement and paid over to the Secretary of the Council at 36 Masonic Grove, Durban, or P.O. Box 1554, Durban, 4001, by not later than the 10th day of the month following the month in respect of which the loan is payable.

- (b) The amount and first instalment shall be paid on the date stipulated in the Loan Agreement signed by the member.
- (c) Notwithstanding the provisions of clause 13 (6) (a) in the event that a housing loan is granted, a member shall authorise a cession in *securitatem debiti* against his Provident Fund benefits for the value of the loan granted in terms of this Collective Agreement.
- (d) In the event that the member leaves the Industry, any outstanding balance shall be recovered from the member's Provident Fund entitlement.

(9) Finances

- (a) The granting of housing loans shall be from money that the Fund has become entitled to in terms of clause 14A (7) (c) of this Collective Agreement.
- (b) The Management Committee shall, at 28 February each year, determine the amount that the Fund has become entitled to in terms of clause 14A (7) (c) and such amount shall be ring-fenced for the purpose of granting housing loans.
- (c) In the event that the moneys ring-fenced under subclause (9) (b) fall below the amount of R10 000 (ten thousand rand), all housing loan application shall cease and shall only resume the year following when the Management Committee determines the amount contemplated under sub-clause (9) (b).
- (d) Housing loans granted shall not exceed the amount determined under clause 14B (9) (d), read with (c).
- (e) In the event of a surplus remaining after 28 February each year with regards to moneys ring-fenced for the purpose of granting housing loans, the said moneys shall revert to the Fund as moneys to which the Fund has become entitled in terms of clause 10 (2) (e).

(10) Administration

- (a) Administration of the scheme shall be vested in the Administration of the Council.
- (b) Any costs relating to the Administration of the scheme, shall be off-set against moneys as contemplated under clause 9.
- (c) Any commission and/or interest payable shall accrue to the Fund.
- (d) The Secretary shall submit annually a report on the housing loans to the Registrar."

4. CLAUSE 15: INTEREST AND BONUSES

Where reference is made to clause "14 (1) (a)" substitute "14A (1) (a)".

Signed at Durban this 28th day of October 2004.

B. NEETHLING

Chairperson

G. MOONSAMY

Vice-Chairperson

G. J. P. BLIGNAUT

Secretary