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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
GOVERNMENT NOTICES, GENERAL NOTICES, REGULATION NOTICES AND PROCLAMATIONS **2008**

The closing time is 15:00 sharp on the following days:

- ▶ **11 December**, Thursday, for the issue of Friday **19 December 2008**
- ▶ **15 December**, Monday, for the issue of Wednesday **24 December 2008**
- ▶ **19 December**, Friday, for the issue of Friday **2 January 2009**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is accepted, a double tariff will be charged

The copy for a SEPARATE Government Gazette must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
GOEWERMENTS-, ALGEMENE- & REGULASIEKENNISGEWINGS ASOOK PROKLAMASIES **2008**

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▶ **11 Desember**, Donderdag, vir die uitgawe van Vrydag **19 Desember 2008**
- ▶ **15 Desember**, Maandag, vir die uitgawe van Woensdag **24 Desember 2008**
- ▶ **19 Desember**, Vrydag, vir die uitgawe van Vrydag **2 Januarie 2009**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n APARTE Staatskoerant verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 1035

3 October 2008

LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO: EXTENSION TO
NON-PARTIES OF ADMINISTRATIVE COLLECTIVE RE-ENACTING AND
AMENDING AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Motor Industry Bargaining Council – MIBCO 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 6 October 2008 and for the period ending 31 August 2010.

M M S MDLADLANA
MINISTER OF LABOUR

No. R. 1035

3 Oktober 2008

WET OP ARBEIDSVERHOUDINGE, 1995**MOTORNYWERHEID BEDINGINGSRAAD – MIBCO: UITBREIDING NA
NIE-PARTYE VAN ADMINISTRATIEWE KOLLEKTIEWE
HERBEKRAGTIGING– EN WYSIGINGSOORENKOMS**

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 Motornywerheid Bedingingsraad – MIBCO 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 6 Oktober 2008, en vir die tydperk wat op 31 Augustus 2010 eindig.

M M S MDLADLANA
MINISTER VAN ARBEID

SCHEDULE

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

ADMINISTRATIVE COLLECTIVE AGREEMENT

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

Retail Motor Industry Organisation – RMI

and the

Fuel Retailers' Association of Southern Africa

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

National Union of Metalworkers of South Africa (NUMSA)

and

MISA/SAMU

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Motor Industry Bargaining Council (MIBCO),

1. CLAUSE 1: SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Motor Industry -

- (a) throughout the Republic of South Africa, excluding that portion of the Magisterial District of Somerset West, occupied by the Cape Explosives Works (Ltd.).
 - (b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply to -
- (a) apprentices only in so far as these provisions are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998; and
 - (b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as these provisions are not inconsistent with the provisions of or any conditions fixed under that Act.
- (3) Clauses 1(1)(b) 2 and 3 of this Agreement shall not apply to non-parties to the 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 operation for the period ending 31 August 2010.

3. SPECIAL PROVISIONS

The provisions contained in clauses 5 (1) (d), 7, 12, 13 and 19 of the Agreement published under Government Notice No. R. 1034 of 20 October 2006, as amended, renewed and extended by Government Notices Nos. R. 487 of 8 June 2007, R. 800 of 31 August 2007 and R. 1029 of 2 November 2007 and R. 1208 of 21 December 2007 (hereinafter referred to as the "Former Agreement"), as further amended, extended, 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 5 (1) (c), 5 (1) (e) to 6, 8 to 11, 14 to 18 and 20 to 23 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

- (1) Insert the following new definition (5) and renumber definitions (5) & (6) to read (6) & (7):

"(5) 'Area C (EC)' means the Magisterial Districts of Alice, Bhisho, Centane, Cofimvaba, Engcobo, Fort Hare, Gatyana, Gcuwa/Butterworth, Hewu/Sada, Idutywa, Kalanga Cala,

KwaBhaca/Mount Frere, Libode, Lusikisiki, Mdantsane, Middledrift/Keiskammahoek, Mount Fletcher, Mpofu/Seymore, Mqanduli, Ngqeleni, Ngqamakhwe, Peddie, Qumbu, Siphaheni/Flagstaff, Tabankulu, Tsolo, Tsomo, Umthatha, Umzimvubo/Port St Johns, Victoria East, Whittlesea, Xhorha, Zwelitsha, Zwentsha;".

- (2) Amend definition (6) "**Area B (KZN)**" to read as follows:

"(7) '**Area B (KZN)**' means the districts and areas in the Province of KwaZulu-Natal not referred to in Area A (KZN) or Area C (KZN), and the Magisterial Districts of Mount Currie, Piet Retief and Pongola;".

- (3) Insert the following new definition (8) and renumber all subsequent subclauses accordingly.

"(8) '**Area C (KZN)**' means the Magisterial Districts of Alfred, Bizana, Embumbulu, Emnambithi, Empumalanga, Emzumbe, Enseleni, Ezingolweni, Hlabisa, Inanda/Durban, Ingwavuma, Inkanyezi, KwaBhaca/Mount Frere, Kwamaphumulo, Mahlabathini, Maluti/Matatiele, Maxesibeni, Msinga, Ndwedwe, Newcastle, Nkandla, Nongoma, Nqutu, Ntuzuma, Okhahlamba, Ongoye, Ubombo, Umzimkhulu, Vulamehlo, Vulindlela;".

- (4) In the definition of "**Area A (FS & NC)**" delete the expression "Sasolburg".

- (5) Amend the definition of "**Area B (FS & NC)**" to read as follows:

"(10) '**Area B (FS & NC)**' means the Province of the Free State, excluding those districts and areas referred to in Area A (FS & NC)

and in Area C (FS & NC), and the Magisterial Districts of Barkly West, Bloemhof, Britstown, Christiana, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Schweizer-Reneke, Upington, Vryburg and Warrenton, but excluding those municipal areas included in Area A (FS & NC);".

- (5) Insert the following new definition for "Area C (FS & NC)" between the definitions of "Area B (FS & NC)" and "Area A (Highveld)":

"(11) '**Area C (FS & NC)**' means the Magisterial Districts of Ganyesa, Taung, Thaba Nchu and Witsieshoek/Phuthaditjhaba;".

- (7) In the definition of "Area A (Highveld)" insert the expression "Sasolburg" between the expressions "Sandton" and "Springs".

- (8) In the definition of "Area B (Highveld)" delete the expressions "Bloemhof", "Christiana", "Piet Retief", "Pongola" and "Schweizer-Reneke".

- (9) Insert the following new definition for Area C (Highveld):

"(14) '**Area C (Highveld)**' means the Magisterial Districts of Ditsobotla, Molopo/Mafikeng and Setla-kgobi;".

- (10) In the definition of "Area B (Northern Region)" delete the expression "and areas referred to in Area A (Northern Region) as it existed prior to the proclamation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993)" at the end of that definition.

- (11) Insert the following new definition for Area C (Northern Region):

- (17) **'Area C (Northern Region)'** means the Magisterial Districts of Bochum, Bolobedu, Dzanani, Ga-Rankuwa, Giyani, Hlanganani, KwaMhlanga, Lulekani, Madikwe, Mankweng, Malamulela, Mapulaneng, Mdibana, Mdutjana, Mhala, Mkobola, Mokerong, Moretele, Mpumalanga, Mutali, Namagale, Naphuno, Nebo, Nkomazi, Nsikazi, Ritavi, Segosese, Sekhukhuneland, Seshego, Temba, Thabamopo, Thoyandou, Vuwani;".

6. CLAUSE 11 OF THE FORMER AGREEMENT: RETURNS TO THE COUNCIL

In subclause (5) substitute the expression "R2,15" for the expression "R1,95".

7. ANNEXURE A OF THE FORMER AGREEMENT

- (1) Substitute the following for Annexure A:



Annexure A
Registration as an employer in the Motor Industry
in accordance with clause 8(1) of the MIBCO: Administrative Agreement

Motor Industry Bargaining Council Region _____	Tel. _____ Fax _____ Email address _____ Website address _____
--	---

New registration Change of ownership Change of address Change of trading name

Name under which business is conducted _____

Previous trading name, if applicable _____

Name and registration of CC, company and/or trust (Please attach copies of the registration documentation) Name _____

Registration No. _____

Street address (Branch)	Postal address (Branch)	Head Office Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Head Office Cell No. _____
 Head Office email address _____

Magisterial District _____

Preferred mode of communication (email/fax/post; indicate the fax no., email, etc) _____

Nature of business _____ Date trading commenced _____

Activity code _____ Date of change _____

Chapter _____ Sector _____

Details of Proprietors, Partners, Director, Members of CC or Trustees (Delete whichever is not applicable)

Name and Surname	Residential Address	ID Number*	Occupation

*Please provide certified copies of ID documents

Contact Person: Wage Clerk / Bookkeeper / Manager (Delete whichever is not applicable)

--	--	--	--

Particulars of employees

No. of Journeymen No. of general workers No. of apprentices
 No. of clerical & sales employees No. of RSAs / BSAs No. of other employees

Employers' Organisation Member RMI FRA Number _____

Signature of Employer/ Authorised Representative _____ Date _____

With this signature, I declare that I am authorised to confirm that the contents of this document are true and correct.

Office Use	
Memo Number _____	File Prepared _____
Inspection Sheet Amended _____	Area _____
Inspection Sheet Compiled _____	Agent Area/Code _____
Chapter _____	Registered by _____
File No./Employer No. _____	Sector _____

NOTE: In terms of clause 8(2): REGISTRATION OF EMPLOYERS of the Administrative Agreement, it is the responsibility of the employer to notify the relevant MIBCO Regional Council, within one month, of any change in terms of ownership, name, partner/director/member or manager composition, postal and/or physical address and trading status of the registered establishment.

Document Handover Control

Designation	Name	Signature	Date Compiled/ Received	Date Released/ Secured

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES, THIS 29th DAY OF JULY 2008.

.....
B. CELE
PRESIDENT OF THE COUNCIL

.....
M. POULTNEY
VICE-PRESIDENT OF THE COUNCIL

.....
W. SCHRÖEDER
GENERAL SECRETARY OF THE COUNCIL

No. R. 1036

3 October 2008

LABOUR RELATIONS ACT, 1995**CANCELLATION OF GOVERNMENT NOTICES****MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO: MAIN COLLECTIVE AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 1362 of 26 November 2004 and R. 1145 and R. 1146 of 7 December 2007 with effect from 6 October 2008.

M M S MDLADLANA
MINISTER OF LABOUR

No. R. 1036

3 Oktober 2008

WET OP ARBEIDSVERHOUDINGE, 1995**INTREKKING VAN GOEWERMENTSKENNISGEWINGS****MOTORNYWERHEID BEDINGINGSRAAD – MIBCO: HOOF KOLLEKTIEWE OOREENKOMS**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, trek hierby, kragtens artikel 32(7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 1362 van 26 November 2004 en R. 1145 en R. 1146 van 7 Desember 2007 in, met ingang van 6 Oktober 2008.

M M S MDLADLANA
MINISTER VAN ARBEID

No. R. 1037

3 October 2008

LABOUR RELATIONS ACT, 1995**MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO: EXTENSION TO
NON-PARTIES OF MAIN COLLECTIVE RE-ENACTING AND AMENDING
AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Motor Industry Bargaining Council – MIBCO, 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 6 October 2008 and for the period ending 31 August 2010.

M M S MDLADLANA
MINISTER OF LABOUR

No. R. 1037

3 Oktober 2008

WET OP ARBEIDSVERHOUDINGE, 1995**MOTORNYWERHEIDBEDINGINGSRAAD – MIBCO: UITBREIDING NA
NIE-PARTYE VAN HOOF KOLLEKTIEWE HERBEKRAGTIGING- EN
WYSIGINGSOORENKOMS**

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 Motornywerheidbedingingsraad – MIBCO 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 6 Oktober 2008, en vir die tydperk wat op 31 Augustus 2010 eindig.

**M M S MDLADLANA
MINISTER VAN ARBEID**

SCHEDULE

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

AMENDING MAIN COLLECTIVE AGREEMENT

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

Retail Motor Industry Organisation - RMI

and the

Fuel Retailers' Association of South Africa

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

National Union of Metalworkers of South Africa (NUMSA)

and

MISA/SAMU

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Motor Industry Bargaining Council (MIBCO).

PREAMBLE

1. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force until 31 August 2010.

2. SPECIAL PROVISIONS

The provisions contained in clauses 17 (1) (b), 17 (1) (c) and 17 (4) of Division A, Clause 1 (3) of Division B, clause 4 (7) of Chapter II of Division C and clause 4 (6) of Chapter III of Division C, the proviso to clause 1 of Division D and Clause 3 (4) of Division D of the Agreement published under Government Notice No. R. 1362 of 26 November 2004 as re-enacted, amended, renewed and extended by Government Notices Nos. R. 1145 and 1146 of 7 December 2007 (hereinafter referred to as the "Former Agreement"), as further amended, extended, re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

3. GENERAL PROVISIONS

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

4. MINIMUM TERMS AND CONDITIONS

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

5. APPLICATION OF BASIC CONDITIONS OF EMPLOYMENT ACT (Act No. 75 OF 1997)

The parties agree that whenever any amendments are effected to the sections identified by section 49(1) of the Basic Conditions of Employment Act, 1997 (No. 75 of 1997), all corresponding clauses in this Agreement shall be amended accordingly.

6. PEACE CLAUSE

- (a) The parties agree not to embark on and/or participate in any form of industrial action as a result of any dispute on wage and/or salary adjustments and other conditions of employment relating to any sector or chapter in this Agreement: Provided that an employer has implemented the wage and/or salary adjustments and other agreed conditions of employment matters on or before promulgation. Participation in any form of industrial action after promulgation of wage and/or salary adjustments and agreed conditions of employment shall be unprotected:
- (b) Provided further, that in respect of any sector 6 establishments, the parties may engage in plant-level negotiations on actual wages, which negotiations shall be governed by the provisions of the LRA and shall not be conducted under the auspices of MIBCO. In particular, this clause shall not impact on the DRC's jurisdiction to entertain disputes referred to

it, arising out of such negotiations at plant level in respect of sector 6 establishments.

DIVISION A

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

- (1) The terms of this Agreement shall be observed in the Motor Industry -
 - (a) throughout the Republic of South Africa;
 - (b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.

- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply to -
 - (a) apprentices only in so far as these provisions are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act, No. 97 of 1998; and
 - (b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as these provisions are not inconsistent with the provisions of or any conditions fixed under that Act.

- (3) (a) Notwithstanding the provisions of subclauses (1) and (2), the provisions of this Agreement as set out in the Schedule to this subclause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the

rate of R115 500,00 per annum in Area A and R98 200,00 per annum in other areas.

SCHEDULE

ADMINISTRATIVE AGREEMENT

- Clause 5 - Deductions from earnings
- Clause 13 - Employees' representatives on the Council
- Clause 14 - Prohibition of cession of benefits

MAIN AGREEMENT - DIVISION A

- Clause 2 - Definitions
- Clause 3 - Termination of service
- Clause 4 - Outwork
- Clause 5 - Piece work and commission work
- Clause 8 - Travelling allowances
- Clause 11 - Sick leave
- Clause 13 - Retrenchment pay
- Clause 15 - Desertion
- Clause 16 - Damage to vehicles or loss of property or assets
- Clause 17 - Public holidays
- Clause 26 - Annual leave and accrued leave pay
- Clause 31 - Maternity leave
- Clause 33 - Payment of earnings
- Clause 35 - Certificate of service

- (b) Notwithstanding the provisions of subclause (3)(a) of this clause or any other provisions to the contrary, employees earning in excess of R115 500,00 per annum in Area A or R98 200,00 in any other Area, excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.
- (4) Notwithstanding the provisions of subclause (3) of this clause, the provisions of clause 11 of the Administrative Agreement shall apply to employees who are members of MISA/SAMU or NUMSA, regardless of their earnings.
- (5) The provisions of clause 27(10) of this Division shall be applicable to all employees receiving up to R9 625,00 per month (R2 221,15 per week) excluding commission on sales in Areas A and R8 183,33 per month (R1 888,46 per week) excluding commission on sales in other areas.
- (6) Clauses 1 and 2 of the Preamble and clause 1(1)(b) of Division A shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

2. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

- (1) Insert the following new definition between the definitions of "Area B (EC)" and "Area A (KZN)":

"Area C (EC)" means the Magisterial Districts of Alice, Bhisho, Centane, Cofimvaba, Engcobo, Fort Hare, Gatyana, Gcuwa/Butterworth, Hewu/Sada, Idutywa, Kalanga Cala, KwaBhaca/Mount Frere, Libode, Lusikisiki, Mdantsane, Middledrift/Keiskammahoek, Mount Fletcher, Mpofo/Seymore, Mqanduli, Ngqeleni, Ngqamakhwe, Peddie, Qumbu, Siphakeni/Flagstaff, Tabankulu, Tsolo, Tsomo, Umthatha,

Umzimvubo/Port St Johns, Victoria East, Whittlesea, Xhorha, Zwelitsha, Zwentsha;".

- (2) Amend the definition of "**Area B (KZN)**" to read as follows:

"**Area B (KZN)**" means the districts and areas in the Province of KwaZulu-Natal not referred to in Area A (KZN) or Area C (KZN), and the Magisterial Districts of Mount Currie, Piet Retief and Pongola;".

- (3) Insert the following new definition between the definitions of "Area B (KZN)" and "Area A (FS & NC)":

"**Area C (KZN)**" means the Magisterial Districts of Alfred, Bizana, Emburnbulu, Emnambithi, Empumalanga, Emzumbeni, Enseleni, Ezingolweni, Hlabisa, Inanda/Durban, Ingwavuma, Inkanyezi, KwaBhaca/Mount Frere, Kwamaphumulo, Mahlabatini, Maluti/Matatiele, Maxesibeni, Msinga, Ndwedwe, Newcastle, Nkandla, Nongoma, Nqutu, Ntuzuma, Okhahlamba, Ongoye, Ubombo, Umzimkhulu, Vulamehlo, Vulindlela;".

- (4) In the definition of "**Area A (FS & NC)**" delete the expression "Sasolburg".

- (5) Amend the definition of "**Area B (FS & NC)**" to read as follows:

"**Area B (FS & NC)**" means the Province of the Free State, excluding those districts and areas referred to in Area A (FS & NC) and in Area C (FS & NC), and the Magisterial Districts of Barkly West, Bloemhof, Britstown, Christiana, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Schweizer-Reneke, Upington, Vryburg and

Warrenton, but excluding those municipal areas included in Area A (FS & NC);".

- (6) Insert the following new definition between the definitions of "Area B (FS & NC)" and "Area A (Highveld)":

"Area C (FS & NC)' means the Magisterial Districts of Ganyesa, Taung, Thaba Nchu and Witsieshoek/Phuthaditjhaba;".

- (7) In the definition of "Area A (Highveld)" insert the expression "Sasolburg" between the expressions "Sandton" and "Springs".

- (8) In the definition of "Area B (Highveld)" delete the expressions "Bloemhof", "Christiana", "Piet Retief", "Pongola" and "Schweizer-Reneke".

- (9) Insert the following new definition between the definitions of "Area B (Highveld)" and "Area A (Northern Region)":

"Area C (Highveld)' means the Magisterial Districts of Ditsobotla, Molopo/Mafikeng and Setla-kgobi;".

- (10) In the definition of "Area B (Northern Region)" delete the expression "and areas referred to in Area A (Northern Region) as it existed prior to the proclamation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993)" at the end of that definition.

- (11) Insert the following new definition between the definitions of "Area B (Northern Region)" and "Area A (WP)":

"Area C (Northern Region)' means the Magisterial Districts of Bochum, Bolobedu, Dzanani, Ga-Rankuwa, Giyani, Hlanganani, KwaMhlanga,

Lulekani, Madikwe, Mankweng, Malamulela, Mapulaneng, Mdibana, Mdutjana, Mhala, Mkobola, Mokerong, Moretele, Mpumalanga, Mutali, Namakgale, Naphuno, Nebo, Nkomazi, Nsikazi, Ritavi, Segosese, Sekhukhuneland, Seshego, Temba, Thabamopo, Thoyandou and Vuwani;".

DIVISION C

CHAPTER I

1. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following additional duties at the end of subclause (a) of the definition of "General Worker":

*"fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims and road wheels;
inflating tyres and tubes;
lowering and/or raising motor vehicles by jack or hoist;
repairing punctures, including the fitting and reseating of tyre or inner tube valves;"*

CHAPTER III

1. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following additional duties at the end of subclause (7)(a) of the definition of "General Worker":

*"fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims and road wheels;
inflating tyres and tubes;"*

*lowering and/or raising motor vehicles by jack or hoist;
repairing punctures, including the fitting and reseating of tyre or
inner tube valves;"*.

CHAPTER V

1. CLAUSE 2 OF THE FORMER AGREEMENT: DEFINITIONS

Insert the following additional duties at the end of subclause (8)(a) of the definition of "General Worker":

*"fitting, removing and/or replacing batteries, grease nipples, tyres,
tubes, rims and road wheels;
inflating tyres and tubes;
lowering and/or raising motor vehicles by jack or hoist;
repairing punctures, including the fitting and reseating of tyre or
inner tube valves;"*.

**SIGNED AT RANDBURG ON BEHALF OF THE PARTIES, THIS 29th DAY OF
JULY 2008**

.....
B. CELE
PRESIDENT OF THE COUNCIL

.....
M. POULTNEY
VICE-PRESIDENT OF THE COUNCIL

.....
W. SCHRÖEDER
GENERAL SECRETARY

No. R. 1038**3 October 2008****LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF
SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE TANNING
SECTION COLLECTIVE AMENDING AGREEMENT**

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 of the Leather Industry of South Africa 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 6 October 2008 and for the period ending 30 June 2009.

**M M S MDLADLANA
MINISTER OF LABOUR**

No. R. 1038

3 Oktober 2008

WET OP ARBEIDSVERHOUDINGE, 1995**NASIONALE BEDINGINGSRAAD VIR DIE LEERNYWERHEID VAN SUID****AFRIKA: UITBREIDING NA NIE-PARTYE VAN KOLLEKTIEWE****WYSIGINGSOOREENKOMS VIR DIE LOOI-SEKSIE**

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 Leernywerheid van Suid-Afrika 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 6 Oktober 2008, en vir die tydperk wat op 30 Junie 2009 eindig.

M M S MDLADLANA
MINISTER VAN ARBEID

SCHEDULE

NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA**COLLECTIVE AGREEMENT: TANNING SECTION**

Made and entered in accordance with the provisions of the Labour Relations Act, 1995, between the

South African Tanning Employers' Organisation (SATEO)

(hereafter referred to as "the employers" or "the employers' organisation")

and

Southern African Clothing and Textile Workers' Union (~~SACTWU~~)

and

National Union of Leather and Allied Workers (NULAW)

(hereafter referred to as "the employees" or "the trade unions")

being parties to the National Bargaining Council of the Leather Industry of South Africa, who hereby agree to extend and amend the Agreement published under Government Notices Nos R.823 of 7 September 2001, as re-enacted, amended and renewed by Government Notices Nos R.1230 of 30 November 2001, R.693 of 17 May 2002, R.1531 of 13 December 2002, R.714 of 6 June 2003, R.1357 of 3 October 2003, R.748 of 25 June 2004, R.592 and R.593 of 24 June 2005, R.335 of 13 April 2006, R.631 of 30 June 2006, R.1269 of 15 December 2006, R.513 of 22 June 2007 and R.1068 of 16 November 2007.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this agreement will be observed in the tanning section of the leather industry-
 - (a) in the Republic of South Africa, which includes the former Republic of Transkei, the former Republic of Bophuthatswana, the former Republic of Venda and the former Republic of Ciskei, as well as the former self-governing territories of KwaZulu, Qwa-Qwa, Lebowa, Gazankulu, Ka Ngwana and Kwa Ndebele;
 - (b) 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 in the said section of the industry.
- (2) The terms of this Agreement will apply only to employees for whom wages are prescribed in terms of this agreement, and to employers of such employees.
- (3) Clauses 1(1)(b) and 2 of this agreement will not apply to non parties.

2. DATE AND PERIOD OF OPERATION

- (1) This Agreement will come into operation for the parties on 1 July 2008 and remain in force for the period ending 30 June 2009.
- (2) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period ending 30 June 2009.

3. CLAUSE 7 – REMUNERATION

1. 7.1 Wages and Wage Rates

Substitute the following for clause 7.1(1):

"(1) An employer will pay an employee at least the wages prescribed in terms of this clause for the operation performed by the employee."

WAGE AND WAGE RATES

		Rate Per Hour
1	Lime/Tan Yard, Shaving, Splitting, Dyeing, Drying and Finishing Section Rates:	
	Band A1 employees engaged in:	
	ROUNDING	22.12
	SPLITTING	27.36
	Band A2 employees engaged in:	
	SHAVING	23.44
	Band B employees engaged in:	
	COLOUR MATCHING	20.67
	GLAZING	20.67
	HAND SPRAYING	21.82
	HAND TIPPING	20.67
	PILOT PLANT OPERATING	21.82
	POLISHING	20.67
	Band C employees engaged in:	
	ASSISTING SPLITTER	20.36
	BRUSHING	20.36
	BUFFING	20.36
	CHEMICAL WEIGHING	20.36
	COLOUR MIXING	20.36
	CURTAIN COATING	20.36
	CONDITIONING	19.03
	DRUM OPERATING	19.03
	DRY CLEANING MACHINE	19.03
	EMBOSSING/PRINTING	20.36
	FLESHING (HAND OR MACHINE)	20.36
	HIDE STAMPING	19.24
	HYDRAULIC PRESS	20.36
	MEASURING	20.36
	PADDING	20.36
	PASTING	20.36
	ROLLER COATING	20.36
	ROTOR PRESS	20.36
	ROTOR SPRAYING	20.36
	SAMMYING	20.36
	SETTING	20.36
	SOLE ROLLING	20.36
	STAKING	20.36
	TRIMMING AFTER SHAVING	19.03
	VACUUM DRYING	20.36

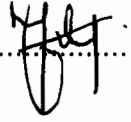
	Band D employees engaged in:	
	FLESH TRIMMING	18.76
	GENERAL WORKERS..... (on operations as defined in definition of General Worker)	18.76
	HANG DRYING	18.76
	MILLING	18.76
	SUBSTANCE CHECKING	18.76
	TOGGLING	18.76
	Band E Employees	
	General Worker Entry Level as defined in Definition of General Worker, Entry Level	15.24
	Learners employed on operations specified in Bands A1, A2, B and C will be paid on the following basis:	
	First six months of experience	80% of prescribed wage
	Second six months of experience	90% of prescribed wage
2	Quality examining and/or Sorting rates:	
	Band A1 employees engaged as a:	
	FINAL SORTER.....	22.12
	WET BLUE SORTER.....	22.12
	Band B employees engaged as a:	
	CRUST SORTER.....	20.67
	Band C employees engaged as a:	
3	SPLIT SORTER.....	20.36
	Fellmongering Section Rates:	
	Band B Employees engaged in –	
	PICKLE SORTING	20.67
	Band C Employees engaged in –	
	BREAK FLESHING	20.36
	FINAL FLESHING	20.36
	PICKLE DRUM OPERATING	19.03
	SULPHIDE PAINTING	19.03
	Band D Employees engaged in –	
	BREAK FLESHING ASSISTANT	18.76
	COUNTING AND PACKING	18.76
	DRUM CLOSING	18.76
	HAND WOOL PULLING	18.76
	MACHINE WOOL PULLING	18.76
	PADDLE OPERATING	18.76
	WOOL BALING / PACKING	18.76
	WOOL DRYING	18.76
	WOOL PICKING	18.76
	WOOL WASHING	18.76

	Band E Employees	
	General Workers entry level as defined in Definition of General Worker, entry level	15.24
	Learners employed on operations as specified in Bands B and C will be paid on the following basis:	
	First six months of experience	80% of prescribed wage
	Second six months of experience	90% of prescribed wage
4	Wool-Skin Processing and Operations not elsewhere Specified rates:	
	Band C employees engaged in –	
	CARDING	19.47
	COMBING	19.47
	CUTTING TO PATTERNS	19.16
	IRONING	19.47
	SHEARING	19.47
	STITCHING BY MACHINE.....	19.83
5	Cutting Section Rates:	
	Band A1 employees engaged in:	
	CUTTER 1	23.80
	FINAL INSPECTING	22.12
	Band A2 employees engaged in:	
	HAND CUTTING	22.12
	Band B employees engaged in:	
	COMPONENT SPLITTING	20.11
	CUTTER 2	21.82
	HIDE MARKING	21.82
	Band C employees engaged in:	
	COMPONENT PACKING	19.24
	LAMINATING	19.24
	LAYING OUT	19.24
	PERFORATING	19.24
	STAMPING (PIECE MARKING)	19.24
	TEMPLATE CONTROL	19.24

		Rate Per Hour
	Band D employees engaged in –	
	General Workers on operations as defined in the Definition Of "General Worker"	18.76
	Learners employed on operations as specified in Bands A1, A2, B and C will be paid on the following basis:	
	First six months of experience	80% of prescribed wage
	Second six months of experience	90% of prescribed wage
	Band E Employees	
	General Workers Entry Level as defined in Definition of General Worker, entry level	15.24
6	The following wage rates will be paid to employees other than those referred to in 1, 2, 3, 4 and 5:	
	Band A2 employees engaged as a:	
	Motor Vehicle Delivery Driver..... (Code C Licence or higher)	21.81
	Band B employees engaged as a:	
	Despatch Clerk	19.94
	Handyman	19.58
	Motor Vehicle General Driver	20.39
	(Code C1 Licence or lower)	
	Spray Gun Mechanic	21.82
	Storeman and/or Warehouseman	19.94
	Tractor Driver	20.39
	Band C employees engaged as a:	
	Boiler Attendant	19.24
	Forklift Driver	20.36
	Security Guard	19.24
	Store Assistant and/or Warehouseman Assistant	19.24
	Band D employees engaged as a:	
	Nylon Replacer	18.76

SIGNED BY THE PARTIES IN CAPE TOWN ON THIS THE 3rd DAY OF JUNE 2008.

M OOSTHUIZEN, Member of the Council


.....

A BENJAMIN, Member of the Council


.....

S NAIDOO, General Secretary of the Council


.....

No. R. 1039

3 October 2008

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF
SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE GENERAL
GOODS AND HANDBAG SECTION COLLECTIVE AMENDING
AGREEMENT**

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 of the Leather Industry of South Africa 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 6 October 2008 and for the period ending 30 June 2009.

M M S MDLADLANA
MINISTER OF LABOUR

No. R. 1039

3 Oktober 2008

WET OP ARBEIDSVERHOUDINGE, 1995**NATIONALE BEDINGINGSRAAD VIR DIE LEERNYWERHEID VAN SUID-
AFRIKA: UITBREIDING NA NIE-PARTYE VAN DIE ALGEMENE
GOEDERE EN HANDSAKSEKSIE KOLLEKTIEWE
WYSIGINGSOOREENKOMS**

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 Leernywerheid van Suid-Afrika 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 6 Oktober 2008, en vir die tydperk wat op 30 Junie 2009 eindig.

M M S MDLADLANA
MINISTER VAN ARBEID

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA****GENERAL GOODS AND HANDBAG SECTION
COLLECTIVE AGREEMENT**

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

**Association of South African Manufacturers of Luggage,
Handbags
and General Goods**

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

National Union of Leather and Allied Workers

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 of the Leather
Industry of South Africa, to amend the Agreement for the General Goods
and Handbag Section, published under Government Notice No. R. 1316
of 6 November 1998, as amended, extended, renewed and re-enacted
by Government Notices Nos. R. 1216 of 4 October 2002, R. 713 of 6 June
2003, R. 1358 of 3 October 2003, R. 660 of 28 May 2004, R. 206 of 18 March
2005, R. 569 of 17 June 2005, R. 867 of 9 September 2005, R. 547 of 15 June
2006, R. 850 of 25 August 2006, R.511 of 22 June 2007 and R. 1067 of 16
November 2007.

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

- (1) The terms of this Agreement shall be observed in the General Goods and Handbag Section of the Leather Industry -
- (a) in the Republic of South Africa, which includes the former Republic of Transkei, the former Republic of Bophuthatswana, the former Republic of Venda and the former Republic of Ciskei, as well as the former self-governing territories of KwaZulu, Qwaqwa, Lebowa, Gazankulu, KaNgwan e and KwaNdebele;
- (b) by all employers who are members of the employer s' organisation, and by all employees who are members of the trade unions and who are engaged or employed in the General Goods and Handbag Sections of the Leather Industry, respectively.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom wages are prescribed in Annexure C to this Agreement, and to the employers of such employees.
- (3) Notwithstanding the provisions of subclause (1)(b), the terms of this Agreement shall not apply to non -parties in respect of clauses 1(1)(b) and 2.

2. CLAUSE 2 : DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as the Minister of Labour extends this Agreement to non-parties, and shall remain in force for the period ending 30 June 2009.

3. CLAUSE 4: WAGES, RATES AND REMUNERATION

Insert the following new paragraph in subclause (7), "Overtime Rates":

"(iv) Load Shedding

Notwithstanding the above, where factories are prevented from working owing to load shedding during their usual working hours, employers and employees (and their representative trade union(s), where applicable), may meet and agree at factory level to work before the usual starting time or after the usual finishing time at ordinary or agreed overtime rates. Such agreements shall be reduced to writing, signed by or on behalf of both parties, and a copy lodged with the General Secretary of the Council before implementation."

4. CLAUSE 8: PUBLIC HOLIDAYS, ANNUAL HOLIDAYS AND MATERNITY LEAVE

Substitute the following for subclause (11), Family Responsibility Leave:

"(11) Family Responsibility Leave

Employees shall be entitled to three days' paid family responsibility leave. Employees may be required to submit prior proof of an event as specified in the Basic Conditions of Employment Act, 1997, in respect of payment for such leave."

5. ANNEXURE C

Substitute the following for Annexure C:

"Nothing in this Agreement shall operate to reduce any time wage at present being paid which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer.

ANNEXURE C

1. WAGE RATES

	Column A Per Week R	Column B Per Week R
(A) The following wage rates shall be paid to employees engaged in the General Goods and Handbag Section of the Industry:		
(i) Foreman (Grade C1)	979, 32	1 077, 25
(ii) Chargehand (Grade B2)	744, 08	818, 49
(iii) Despatch Clerk (Grade A3)	626, 59	689, 25
(iv) Driver of a motor vehicle authorised to carry or haul a payload of:		
(a) Under 2722 Kg (Grade B1)	649, 43	714, 37
(b) Over 2 722 Kg (Grade B2)	744, 08	818, 49
(v) General Workers (Grade A1)	484, 64	533, 10
(vi) Night Watchman (Grade A2)	527, 22	579, 94
(vii) Packer (Grade A1)	484, 64	533, 10
(viii) Storeman (Grade A3)	626, 59	689, 25
(B) The following wage rates shall be paid to qualified employees engaged in the manufacture of Travelling Requisites, Saddlery, Harnesses, Braces, Personal Goods and Handbags:		
(i) Grade A1	484, 64	533, 10
(ii) Grade A2	527, 22	579, 94
(iii) Grade A3	626, 59	689, 25
(iv) Grade B1	649, 43	714, 37
(v) Grade B2	744, 08	818, 49
(vi) Grade B3	814, 75	896, 23

	Column A Per Week R	Column B Per Week R
(C) The following wage rates shall be paid to qualified employees engaged in the manufacture of balls in the Magisterial Districts of Bellville, Goodwood and Durban and Cricket and Hockey Balls in the Magisterial District of Wynberg:		
(i) Grade A1	484, 64	533, 10
(ii) Grade A2	527, 22	579, 94
(iii) Grade A3	626, 59	689, 25
(iv) Grade B1	649, 43	714, 37
(v) Grade B2	744, 08	818, 49
(vi) Grade B3	814, 75	896, 23
(D) The following wage rates shall be paid to Learners, other than those referred to in Subclause (A):		
During the first six months of experience	392, 88	432, 17
During the second six months of experience ...	469, 00	515, 90

2. PROPORTION AND RATIO OF EMPLOYEES

(1) Travelling requisites -

- (a) Not less than one foreman shall be employed in every establishment.
 (b) In each of the wage categories listed in paragraphs (i), (ii), (iii), (iv), (v) and (vi) of subclause (c) not more than one learner may be employed for every qualified employee employed in that category.

(2) Saddlery -

- (a) not less than one foreman shall be employed in every establishment.
 (b) In each of the wage categories listed in paragraphs (ii), (iii), (iv), (v), and (vi) of subclause (C), not more than one learner may be employed for every qualified employee employed in that category.

(3) Harness -

- (a) Not less than one foreman shall be employed in each establishment.
 (b) For each employee receiving a wage of not less than R533.10 per week during the period ending 30 June 2009, not more than one employee may be employed at a wage less than R533.10 per week during the period ending 30 June 2009: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(4) Braces -

For each employee receiving a wage of not less than R533.10 per week during the period ending 30 June 2009, not more than one employee may be employed at a wage of less than R533.10 per week during the period ending 30 June 2009: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(5) Personal Goods -

For each employee receiving a wage of not less than R533.10 per week during the period ending 30 June 2009, not more than one employee may be employed at a wage of less than R533.10 per week during the period ending 30 June 2009: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(6) Handbags -

(a) Not less than one foreman shall be employed in each *establishment*.

(b) The number of learners employed in each *establishment* shall not exceed three such employees to every two qualified employees employed in such *establishment*.

(c) Notwithstanding the provisions of subclause (1), the following departmental ratios shall be observed.

(i) Cutting Department - Not more than three learner cutters shall be employed to every two qualified cutters employed in each *establishment*.

(ii) Machining Department - Not more than three learner machinists shall be employed to every two qualified machinists employed in each *establishment*.

(iii) Handbag framing department - Not more than three learner handbag framers shall be employed to every two qualified handbag framers employed in each *establishment*.¹¹

SIGNED BY THE PARTIES AT CAPE TOWN ON THIS THE 3rd DAY OF JUNE 2008.

S ESSON

Member of the Council

A BENJAMIN

Member of the Council

W VAN DER RHEEDE

Member of the Council

S NAIDOO

General Secretary of the Bargaining Council

No. R. 1040**3 October 2008****LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICES****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: MAIN
COLLECTIVE AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 59 of 28 January 2005, R. 868 of 9 September 2005, R. 819 of 11 August 2006, R. 77 of 2 February 2007 and R. 839 of 14 September 2007 with effect from 13 October 2008.

**M M S MDLADLANA
MINISTER OF LABOUR**

No. R. 1040**3 Oktober 2008****WET OP ARBEIDSVERHOUDINGE, 1995****INTREKKING VAN GOEWERMENSKENNISGEWINGS****METAAL-EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: HOOF
KOLLEKTIEWE OOREENKOMS**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, trek hierby, kragtens artikel 32(7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 59 of 28 Januarie 2005, R. 868 of 9 September 2005, R. 819 of 11 Augustus 2006, R. 77 of 2 Februarie 2007 en R. 839 of 14 September 2007 in, met ingang van 13 Oktober 2008.

**M M S MDLADLANA
MINISTER VAN ARBEID**

No. R. 1041**3 October 2008****LABOUR RELATIONS ACT, 1995****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-ENACTING
AND AMENDING AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from 13 October 2008 and for the period ending 30 June 2011.

**M M S MDLADLANA
MINISTER OF LABOUR**

No. R. 1041

3 Oktober 2008

WET OP ARBEIDSVERHOUDINGE, 1995**METAAL-EN INGENIEURSNYWERHEDE BEDINGINGSRAAD:
UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE
HERBEKRAGTIGING- EN WYSIGINGSOORENKOMS**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 13 Oktober 2008 , en vir die tydperk wat op 30 Junie 2011 eindig.

**M M S MDLADLANA
MINISTER VAN ARBEID**

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
RE-ENACTING AND AMENDING MAIN COLLECTIVE AGREEMENT**

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

EMPLOYER ASSOCIATIONS WHICH ARE MEMBERS OF THE EMPLOYER FEDERATION:

Association of Electrical Cable Manufacturers of South Africa

Association of Metal Service Centres of South Africa

Border Industrial Employers' Association

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Electrical Engineering and Allied Industries' Association

Electrical Manufacturers' Association of South Africa (EMASA)

Electronics and Telecommunications Industries' Association

Gate and Fence Association

Hand Tool Manufacturers' Association (HATMA)

KwaZulu-Natal Engineering Industries' Association

Lift Engineering Association of South Africa

Light Engineering Industries' Association of South Africa

Non-ferrous Metal Industries' Association of South Africa

Plastics Convertors' Association of South Africa

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

S.A. Electro-Plating Industries' Association

S.A. Engineers' and Founders' Association

S.A. Fastener Manufacturers' Association (SAFMA)

S.A. Refrigeration and Air Conditioning Contractors' Association (SARACCA)

S.A. Post Tensioning Association (SAPTA)

S.A. Pump Manufacturers' Association

S.A. Reinforced Concrete Engineers' Association (SARCEA)

S.A. Valve and Actuator Manufacturers' Association (SAVAMA)

S.A. Wire and Wire Rope Manufacturers' Association

EMPLOYER ORGANISATIONS WHICH ARE NOT MEMBERS OF THE EMPLOYER FEDERATION:

Consolidated Association of employers of S.A. (CAESAR)

Federated Employers organisation of S.A. (FEOSA)

National Employers Association of S.A. (NEASA)

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

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

Metal and Electrical Workers' Union of South Africa (MEWUSA)

Solidarity MWU / Solidariteit / MWU

United Association of S.A. (UASA)

National Union of Metalworkers' of South Africa (NUMSA)

S.A. Equity Workers' Association (SAEWA)

(hereinafter referred to as the “employees” or the “trade unions”), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council to amend the Collective Agreement published under Government Notice R.404 of 31 March 1998, as re-enacted and amended under Government notices Nos. R.1491 of 27 November 1998, R.941 of 6 August 1999, R.1128 of 17 November 2000, R.1051 of 26 October 2001, R.138 of 8 February 2002, R.1082 of 16 August 2002, R.570 of 2 May 2003, R.1374 of 3 October 2003, R.542 of 30 April 2004, R.1165 of 8 October 2004, R.59 of 28 January 2005, R.868 of 9 September 2005, R.819 of 11 August 2006, R.77 of 2 February 2007, and R.839 of 14 September 2007 (hereinafter referred to as the “Former Agreement”).

PART I**CONDITIONS OF EMPLOYMENT****1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed—
- (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
 - (b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
 - (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the industry concerned with radio manufacture;
 - (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.
- (2) Notwithstanding the provisions of clauses 1(1)(d), 2 and the special provisions, the terms of this Agreement shall not apply to employers and employees who are not members of the employers organizations and trade unions, respectively.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to the following:
- (a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State.
 - (b) 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 Boksburg, Johannesburg, Pietermaritzburg and Vereeniging.
 - (c) the manufacture of aluminium sheet and/or foil, and interrelated operations.
 - (d) the installation and/or repair and/or maintenance of electrical lifts and escalators.
 - (e) the production of iron and/or steel and/or ferro-alloys.
 - (f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition 'Electrical Engineering Industry' in clause 3 of Part I of the Agreement published under Government notice No. R.404 of 31 March 1998 in the Provinces of the Good Hope and the Orange Free State.

- (g) the manufacture of tungsten carbide (hard metal).
- (h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures.
- (i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal.
- (j) 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.
- (k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining.
- (l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal.
- (m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape.
- (n) 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.
- (o) the undertaking of Billiton Aluminium S.A. (Pty) Ltd in the Magisterial District of Lower Umfolozi.
- (p) 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.
- (q) the erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice R.404 of 31 March 1998 (but shall exclude the manufacture on site of palisade fencing).

- (r) the servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, and learners in terms of chapter iv of the Skills Development Act 97/1998, 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 they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
- (a) the provisions of the clauses relating to Leave Pay, Additional Leave Pay and Leave Enhancement Pay of Part I of the Agreement published under Government Notice No. R.404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;
- (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement and for the purposes of this subclause, 'employed in a manufacturing or production process' shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.
- (6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 44 hours per week.

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 clause 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 2011.

3. SPECIAL PROVISIONS

The provisions contained in clauses 28 of the Agreement published under Government Notice No. R.404 of 31 March 1998 as re-enacted and amended under Government Notices Nos. R.1491 of 27 November 1998, R.941 of 6 August 1999, R.1128 of 17 November 2000, R.1051 of 26 October 2001, R.138 of 8 February 2002, R.1082 of 16 August 2002, R.570 of 2 May 2003, R.1374 of 3 October 2003, R.542 of 30 April 2004, R.1165 of 8 October 2004, R.59 of 28 January 2005, R.868 of 9 September 2005, R.819 of 11 August 2006, R.77 of 2 February 2007 and R.839 of 14 September 2007 (hereinafter referred to as the "former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27, and 29 to 47 of Part I and Part II of the Former Agreement shall apply to employers and employees.

5. CLAUSE 8: PAYMENT OF EARNINGS

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

"2(c)(i) All payments due to the employee(s) in terms of this Agreement shall be payable to the employee(s) by not later than two days before the last working day of each calendar month".

6. CLAUSE 9: MATERNITY LEAVE

Substitute the following for the existing clause:

"9. MATERNITY LEAVE OR LEAVE IN RESPECT OF THE ADOPTION OF A CHILD UNDER TWO YEARS OF AGE.

Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee who is unable to continue working due to pregnancy and adoption of a child under two years of age:

(1) For the purposes of this clause:

(a) 'employee' means an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age and includes employees employed in a manufacturing or production process whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement, but does not apply to the work carried out by administrative staff and/or those employees employed on non-production operations;

(b) 'permanent employee' means any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this clause,

to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(c) 'substitute employee' means any employee other than an employee who is specifically employed on short term contract, as provided for in terms of this clause, to

substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(2) A permanent employee shall be entitled to the following benefits when such employee is unable to continue employment owing to pregnancy or the adoption of a child under two years of age:

	Period of unpaid Leave		
	Pregnancy	Stillborn confinement	Adoption of children under two years of age
Employees with one year or more continuous service with the same employer.	26 weeks	12 weeks	26 weeks
Employees with less than one year's continuous service with the same employer	18 weeks	8 weeks	18 weeks

Note:

A qualifying permanent employee, falling under the scope of the Metal and Engineering Industries Sick Pay Fund Agreement, shall receive a benefit from the Sick Pay Fund equating to 100% of her wages.

(3)(a) The employer and employee shall enter into a written agreement specifying –

- (i) the date of return to work mutually agreed upon between the employer and employee;
- (ii) that should the employee wish to return to work earlier than the date referred to in (i), the employee shall give the employer not less than four weeks' prior notice of such intention;
- (iii) provided the employee is so entitled, the benefits the employee is eligible for, from the Metal and Engineering Industries Sick Pay Fund or in respect of the employee's participation in any other fund, organization or scheme providing benefits in respect of pregnancy or adoption of a child under two years of age and in respect of which exemption has been granted or is granted, from the provisions of the Metal and Engineering Industries Sick Pay Fund Agreement; and the employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and should assist the employee to complete the claim(s) prior to the date of proceeding on maternity leave or leave in respect of the adoption of a child under two years of age in order that such claims may be submitted on proceeding on maternity leave;

- (iv) the details of the employee's occupation and rate of pay at the time of proceeding on maternity leave.

A female employee seeking to utilize the adoptive leave provisions shall notify the employer of the institution of the adoption proceedings and shall keep the employer informed of progress in the adoption process, including the anticipated date that the adoption will take effect.

- (4) Provided the employee returns to work on the date referred to in paragraph (3)(i) or (3)(ii) of this clause, the employer shall place the employee -
 - (i) in the same or in a similar position to the position held prior to her proceeding on maternity or adoption leave;
 - (ii) on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment that applied prior to the maternity or adoption leave.
- (5) On returning to work the employee shall—
 - (i) be treated as having unbroken service, except that the period of absence shall not be counted as service for the purpose of leave pay and leave enhancement pay calculation in that leave cycle;
 - (ii) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;
 - (iii) be entitled to any increase prescribed for the job grade in any collective agreement which comes into operation during the period of absence;
 - (iv) not suffer any decrease in status relative to other employees as a result of the period of absence.
- (6) During the period of maternity or adoption leave provided for in this clause, the employer shall be entitled to employ a substitute temporary employees on a short-term contract of employment as provided for in the Annexure to this clause at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee, or where there is no rate prescribed in this Agreement, at the rate normally paid to an employee employed for work in operative or manufacturing processes. Short-term contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—

- (i) on the return to work of the employee who is absent;
- (ii) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier return to work, as provided for in sub clause (3)(a)(ii) above.

The substitute temporary employee shall signify acceptance of these conditions in writing. If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.

- (7) During an employee's pregnancy an employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if the employee is required to perform night work (between the hours of 18h00 and 06h00) and it is practical for the employer to do so.
- (8) For the purposes of any retrenchment or reduction in the workforce that may arise during the absence of any employee, the employee shall be classified and dealt with as an employee in employment. Should such circumstances arise, all substitute temporary employees shall be retrenched before permanent employees.
- (9) The provisions of clause 12(5) of this Agreement in respect of leave pay and clause 14(3) in respect of leave enhancement pay shall be applied on proceeding on maternity leave.
- (10) The provisions of section 25, "Maternity Leave" of the Basic Conditions of Employment Act shall apply, as changed by the context of this clause.

ANNEXURE**SHORT-TERM CONTRACT OF EMPLOYMENT FOR
SUBSTITUTE TEMPORARY EMPLOYEES**

In terms of clause 9 of the Main Agreement

CONTRACT OF EMPLOYMENT

The employer hereby agrees to engage the services of

.....

(the substitute temporary employee) and the substitute temporary employee hereby agrees to accept service with the employer on the following terms and conditions:

- (i) The duration of this Contract of Employment shall be for a maximum period of six months from to or shall terminate upon re-employment of (the permanent employee) in terms of clause (ii) below.
- (ii) The Contract of Employment shall terminate on the agreed date of return of(the permanent employee) or three weeks after the substitute temporary employee has been given written notice that the permanent employee has given the employer notice of an earlier return to work, as the case may be, as provided for in clause 3(a)(ii) of the Main Agreement.
- (iii) For the purpose of any retrenchment or reduction in the workforce that may arise during the absence of the permanent employee, all substitute temporary employees shall be retrenched before permanent employees.
- (vi) On completion of the contract period as detailed in (i) or (ii) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but shall be completion of contract.
- (v) The remaining conditions of employment, not expressly detailed above, shall be the existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry.
- (vi) Where employment continues after the return of the permanent employee (.....), this contract shall automatically terminate and the provisions of the Main Agreement shall apply.

The substitute temporary employee hereby acknowledges that he understands and accepts the contents of this contract.

Signed at.....on.....19

Employer.....

Employee.....

Witness

7. PART II

Substitute the following for the existing clauses 1,2 and 3

"1. WAGES AND/OR EARNINGS

A new five-grade job and wage structure has been determined for use in the Industry. Individual employers together with employees, their representatives and/or registered trade unions at establishment level will accordingly mutually agree on whether or not to implement the new five-grade job and wage structure on a voluntary basis or continue to observe the existing 13 grades (Rates A to H) and related arrangements.

Details of the five-grade job and wage structure are set out in Annexure B. Details of definitions of the grades are set out in Annexure C. Details of the current 13 grade structures are set out in Part II of this Agreement.

The Tables of Wage Rates as set out in (a) to (f) hereunder have general and/or specific application to operations listed in this Agreement. For ease of reference the wage rate categories are as follows:

- (a) Except as provided for in Wage Tables (b) to (f) hereunder, the wage rates prescribed in Wage Table (a) are applicable to all operations listed as Rates A, A1, AA, AB, B, C, D, DD, DDD, E, F, G and H, including watchman's work in—
- Schedule G
 - Schedule M
 - Division D/O to D/32
 - Schedule E/1 and E/3
 - Division E/2.
- (b) Wage rates prescribed in Wage Table (b) are applicable to employees employed as vehicle drivers and have general application throughout the Technical Schedules in this Agreement.
- (c) Wage rates prescribed in Wage Table (c) have specific application to the operations listed therein.
- (d) Wage rates prescribed in Wage Table (d) apply only to the operations listed in Schedule F.
- (e) Wage rates prescribed in Wage Table (e) apply to apprentices only.
- (f) Wage Rates prescribed in wage table (f) apply only to the operations listed in Division D/7.
- (1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.
- (b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount for his class of work, as set out in the Wage Tables hereunder: Provided that—
- (i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 2008: Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 2008 shall be remunerated by the payment of an amount within 16 weeks after the date of the coming into operation of this Agreement on the basis stated below:

- (2) **Abnormally dirty work allowance** (employees other than employees expressly engaged as cleaners):
The allowance payable is 60 cents per shift or part thereof plus a further 60 cents where working overtime on abnormally dirty work for four hours or more.
- (3) **Height allowance:** Eight per cent of the employee's normal hourly rate when working aloft on ships and/or floating vessels.

3. WAGE TABLES

A. For the period to 30 June 2009:

(a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT

Class of work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
	%	CPH	R
Rate A & A1	10,4	3,67	38,92
Rate AA	10,4	3,47	36,83
Rate AA(start)	10,4	3,29	34,90
Rate AB	10,4	3,11	33,03
Rate B	10,4	2,95	31,30
Rate C	10,4	2,81	29,86
Rate D	10,4	2,73	28,99
Rate DD	10,4	2,51	26,64
Rae DDD	10,4	2,38	25,24
Rae E	10,4	2,25	23,89
Rate F	10,4	2,14	22,67
Rate G	10,4	2,02	21,42
Rate H	10,4	1,91	20,28

- 'Rate AA – start' is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in the Agreement.

(b) WAGE RATES APPLICABLE TO VEHICLE DRIVING – EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
(Schedule G(a)(iv))			
(1) Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	10,4	214	22,67
(2) Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver (job grade E)	10,4	225	23,89
(3) Driving of load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver (job grade DD).	10,4	251	26,64
(4) Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver (job grade C)	10,4	281	29,86

(C) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREIN

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
Schedule G			
(1) Learners			
Rate D Operation 1			
First three months of experience (Rate D, less 10%)	10,4	246	26,09
Second three months of experience (Rate D, less 5%)	10,4	309	27,54
Thereafter Rate D	10,4	273	28,99
Provided that –			
(i) No employee may be engaged upon incentive bonus work during the learnership period;			
(ii) An employer who wished to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.			
Vitreous Enamelling			
Operation 1(a)			
First duster (Rate B)	10,4	295	31,30
Operation 1(b)			
Second duster (Rate D)	10,4	273	28,99
<i>Section (d)</i>			
Structural Engineering Wage Categories			
Category 5	10,4	367	38,92
Category 4	10,4	332	35,23
Category 3	10,4	283	30,06
Category 2	10,4	231	24,48
Category 1	10,4	191	20,28
Category 1(a)	10,4	158	16,73
Note:			
Special Provisions Limited to Construction Sites covered by Project Labour Agreements.			
The special provisions and wage rates as set out in Annexure H shall apply.			

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
(2) DIVISION D/4			
<i>Rate B Operation 1</i>			
First six months of experience (Rate F)	10,4	214	22,67
Second six months of experience (Rate DDD)	10,4	238	25,24
Third six months of experience (Rate D)	10,4	273	28,99
Fourth six months of experience (Rate C)	10,4	281	29,86
Thereafter Rate B	10,4	295	31,30
(3) DIVISION D/12			
Learnership periods and rates of pay therefor:			
<i>Rate B – Newcomers</i>			
First two months of experience (Rate DD)	10,4	251	26,64
Second two months of experience (Rate D)	10,4	273	28,99
Third two months of experience (Rate C)	10,4	281	29,86
Thereafter Rate B	10,4	295	31,30
<i>Rate C – Newcomers</i>			
First two months of experience (Rate DD)	10,4	251	26,64
Second two months of experience (Rate D)	10,4	273	28,99
Thereafter Rate C	10,4	281	29,86
<i>Rate D – Newcomers</i>			
First two months of experience (Rate DD)	10,4	251	26,64
Thereafter Rate D	10,4	273	28,99
(4) DIVISION D/19			
<i>Section (f)</i>			
<i>Rate A Operation No.1</i>			
First year of experience (Rate AA – start)	10,4	329	34,90
Second year of experience (Rate AA)	10,4	347	36,83
Thereafter Rate A1	10,4	367	38,92

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
(5) DIVISION D/22			
<i>Section B</i>			
Operation No.1(Rate D)	10,4	273	28,99
<i>Section (c)</i>			
Operations No.1 to No.5 (Rate D)	10,4	273	28,99
Operations No.6 to No.8 (Rate DDD)	10,4	238	25,24
Operations No.9 to No.21 (Rate G)	10,4	202	21,42
Operations No.22 to No.33 (Rate H)	10,4	191	20,28
(6) DIVISION D/23			
Training periods:			
Newcomers to Rate DDD			
First four months of experience (Rate F)	10,4	214	22,67
Thereafter Rate DDD	10,4	238	25,24
Newcomers to Rate E:			
First four months of experience (Rate H)	10,4	191	20,28
Thereafter Rate E	10,4	225	23,89
(7) DIVISION D/24			
<i>Rate Operation No.1</i>			
First three months of experience (Rate D, less 5%)	10,4	309	27,54
Thereafter Rate D	10,4	273	28,99
(8) DIVISION E/2			
<i>Section (b)</i>			
First twelve months of experience			
Rate AA – start	10,4	329	34,90
Second twelve months of experience (Rate AA)	10,4	347	36,83
Thereafter Rate A1	10,4	367	38,92

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum weekly wage rates
Class of Work	%	CPH	R
Group Z	10,4	367	38,92
Group Y	10,4	286	30,40
Group IX	10,4	270	28,65
Group VIII	10,4	261	27,71
Group VII	10,4	251	26,66
Group VI	10,4	242	25,69
Group V	10,4	233	24,70
Group IV	10,4	223	23,72
Group III	10,4	217	23,06
Group II	10,4	209	22,21
Group I	10,4	203	21,51

(e) WAGE RATES APPLICABLE TO APPRENTICES ONLY

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual weekly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per week	Minimum weekly wage rates
Class of Work	%	R	R
First Year	10,4	72,00	769,00
Second Year	10,4	80,00	848,00
Third Year	10,4	95,00	1011,00
Fourth Year The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 40.	10,4	141,00	1497,00

(f) WAGE RATES APPLICABLE TO OPERATIONS IN DIVISION D/7 ONLY

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
	%	CPH	R
B	10,4	192	20,34
C	10,4	184	19,56
D	10,4	180	19,15
DDD	10,4	179	19,03
E	10,4	179	19,00
F	10,4	171	18,13
G	10,4	162	17,15
H	10,4	143	15,22

B. For the period 1 July 2009 to 30 June 2010

The parties have agreed that the wage increases shall be calculated as follows:

Increases will be calculated on the basis of the April 2009 CPIX inflation rate (as released by Statistics S.A.) or 7,1% to 8,1% for rates A to H respectively, whichever is the greater.

C. For the period 1 July 2010 to 30 June 2011

The parties have agreed that the wage increases shall be calculated as follows:

Increases will be calculated on the basis of the April 2010 CPIX inflation rate (as released by Statistics S.A.) or 7,1% to 8,1% for rates A to H respectively, whichever is the greater.

8: ANNEXURE B: FIVE GRADE JOB AND WAGE STRUCTURE

Substitute the following for item 8:

“8. For those establishments that have implemented or intend to implement the new job and wage system, the following minimum wage shall apply for the new five-grade structure. For those establishments that have implemented the five-grade job and wage structure, the following increases shall apply on the same terms as set out in clause 1 of Part II of this Agreement.

The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature and extent of multi-skilling, multi-tasking, broad banding and employee flexibility agreed between the affected employer and trade union(s):

Grade	Current Minimum Wage Rate	Increase on Actuals and Scheduled Wage Rates	Increase on Scheduled Wage Rate	New Minimum Wage Rates
5	35,25	10,4	367	38,92
4	30,36	10,4	316	33,52
3	26,14	10,4	272	28,86
2	22,51	10,4	234	24,85
1	19,39	10,4	202	21,41
			Whichever is the greater personal increase	

Note:

These amounts will be increased in line with the increases to be agreed in the 2008/2009 and subsequent annual Main Agreement negotiations.

The new five-grade wage structure will be phased-in in equal increments, over a maximum period of five years. Individual establishments may agree to phase the new structure in over a shorter period."

9. ANNEXURE H: CONSTRUCTION SITES COVERED BY A PROJECT LABOUR AGREEMENT

Substitute the following for item 1.8

- "1.8 Any person who is able to demonstrate that he/she has obtained previous knowledge and skills of working on a construction site, and is able to perform work in a higher grade, and subject to such work being available may not be employed in Grade 1(a), Grade 1 and Grade 2 and on the rates herein unless the employee elects otherwise. The period that an employee may be remunerated on Grade 1(a) and 2(a) rates will be the subject of a PLA, but shall not be longer than 4 months.

Grade	Minimum wage rate
	R C
5	38,92
4	35,23
3	30,06
2	24,48
2(a)	20,11
1	12,41
1(a)	11,22

Thus signed at Johannesburg on 9 July 2008.

D. CARSON
Member

L MTHIYANE
Member

A SMITH
Chief Executive Officer

No. R. 1049

3 October 2008

"A"

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY: EXTENSION
OF AMENDMENT OF ELECTRICAL INSTALLATION SECTION COLLECTIVE
AGREEMENT TO NON-PARTIES**

I, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Building Industry, Kimberley**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from **13 OCTOBER 2008** and for the period ending 31 July 2011.

M. M. S. MDLADLANA
MINISTER OF LABOUR

No. R. 1049

3 Oktober 2008

"A"

WET OP ARBEIDSVERHOUDINGE, 1995**BEDINGINGSRAAD VIR DIE BOUNYWERHEID, KIMBERLEY: UITBREIDING VAN WYSIGING VAN ELEKTRIESE INSTALLASIESEKSIE KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

EK, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn, en wat in die **Bedingingsraad vir die Bounywerheid, Kimberley** aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van **13 OKTOBER 2008** en vir die tydperk wat op 31 Julie 2011 eindig.

M.M.S. MDLADLANA
MINISTER VAN ARBEID

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

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

Northern Cape Master Builders and Allied Trades Association

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

Amalgamated Union of Building Trade Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Bargaining Council for the Building Industry, Kimberley, to amend the Agreement published under Government Notice No. R. 1090 of 30 August 2002, as amended by Government Notices Nos R. 1564 of 31 October 2003 and R. 1014 of 3 September 2004.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Electrical Installation Section of the Building Industry -
 - (a) by the employers and employees who are members of the employers' organisation and the trade union, respectively;
 - (b) in an area bounded by and included in a radius of 15 kilometres of the General Post Office, Kimberley, in the Magisterial District of Kimberley, but excluding those portions of the Province of the Free State which fall within the set radius of 15 kilometres.

- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to –
- (a) apprentices only in so far as these provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981, and the Skills Development Act, 1998, only in so far as these provisions are not inconsistent with the provisions of those Acts or any conditions fixed thereunder;
 - (c) labour-only contractors, working partners and working directors, principals and contractors.
- (2) Notwithstanding the provisions of subclause (1)(a), the terms of this Agreement shall not apply to -
- (a) clerical employees and administrative staff;
 - (b) university students and graduates in building science, and construction supervisors, construction surveyors and other persons doing practical work, in the completion of their academic training;
 - (c) non-parties in respect of clauses 1(1)(a) and 1A 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 31 July 2011.

3. CLAUSE 21: MINIMUM WAGE RATES

Substitute the following for subclause (1):

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

SCHEDULE			
WAGE PER HOUR			
AREA			
KIMBERLEY			
		With effect from the coming into operation of this Agreement	With effect from 1 January 2009
	CATEGORY OF EMPLOYEE	R	R
(a)	General Worker	6,68	7,35
(b)	Artisans who are the holders of a certificate of registration issued in terms of the Occupational Health & Safety Act, 85 of 1993	16,90	18,31
(c)	Artisans without any certificate of registration	14,10	15,51

4. APPENDIXES

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

5. CLAUSE 30: BENEFIT FUND FOR ARTISANS

Substitute the following for subclause (4)(c).

“(c) Medical

If a member and his accepted dependants incur medical expenses, he may claim benefits which shall not in any one calendar year exceed R 2 000 per member, subject to the discretion of the Management Committee: Provided that benefits shall not be payable in respect of the following:

- (i) Claims arising through the member's own misconduct or negligence;
- (ii) claims arising which are compensable in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, as amended or from any other source;
- (iii) claims arising from any disease, abnormality or infirmity from which the member or his dependant was suffering at the date of commencement of membership;
- (iv) holidays for recuperating purposes;
- (v) claims not medically essential, including non-essential plastic surgery or for cosmetic or similar reasons;

- (vi) supply of false teeth, artificial limbs or appliances;
- (vii) un-prescribed or patent medicines;
- (viii) cost of specialist services not referred by a general practitioner;
- (ix) claims arising through riot, strike, civil commotion or war;
- (x) travelling expenses; and
- (xi) 20 per cent of the cost of all medicines dispensed by chemists or doctors.

SIGNED AT KIMBERLEY ON BEHALF OF THE PARTIES ON THIS 8TH DAY OF JULY 2008.



VN SMAILES
Chairman



MS TOFFAR
V/Chairman



PR SERFFONTEIN
Secretary

KIMBERLEY - 2008															
CRAFTSMEN & ARTISANS				APPENDIX A EMPLOYERS CONTRIBUTION								APPENDIX B EMPLOYEES CONTRIBUTION			
Wage Band	Min/Max tariff per hour	Cash Bonus G	Holiday Fund A	Pens Fund B	Ben Fund C	Council Levy D	EMPLOY TOTAL F	Pens Fund B	Ben Fund C	Council Levy D	Saving E	WORKER TOTAL F	Cash Bonus Include	Stamp	
NR ART 1		14.10	1.49	54.41	49.11	21.08	2.32	126.92	49.11	21.08	2.32	4.00	76.51	625.04	203.43
2	14.11	14.20	1.50	54.79	49.46	21.08	2.32	127.65	49.46	21.08	2.32	4.00	76.86	629.64	204.51
3	14.21	14.30	1.51	55.17	49.80	21.08	2.32	128.37	49.80	21.08	2.32	4.00	77.20	634.25	205.57
4	14.31	14.40	1.52	55.56	50.15	21.08	2.32	129.11	50.15	21.08	2.32	4.00	77.55	638.85	206.66
5	14.41	14.50	1.53	55.94	50.49	21.08	2.32	129.83	50.49	21.08	2.32	4.00	77.89	643.46	207.72
6	14.51	14.60	1.54	56.33	50.84	21.08	2.32	130.57	50.84	21.08	2.32	4.00	78.24	648.06	208.81
7	14.61	14.70	1.55	56.71	51.19	21.08	2.32	131.30	51.19	21.08	2.32	4.00	78.59	652.66	209.89
8	14.71	14.80	1.56	57.09	51.53	21.08	2.32	132.02	51.53	21.08	2.32	4.00	78.93	657.27	210.95
9	14.81	14.90	1.57	57.48	51.88	21.08	2.32	132.76	51.88	21.08	2.32	4.00	79.28	661.87	212.04
10	14.91	15.00	1.58	57.86	52.23	21.08	2.32	133.49	52.23	21.08	2.32	4.00	79.63	666.47	213.12
11	15.01	15.10	1.59	58.24	52.57	21.08	2.32	134.21	52.57	21.08	2.32	4.00	79.97	671.08	214.18
12	15.11	15.20	1.61	58.66	52.95	21.08	2.32	135.01	52.95	21.08	2.32	4.00	80.35	676.10	215.36
13	15.21	15.30	1.62	59.05	53.30	21.08	2.32	135.75	53.30	21.08	2.32	4.00	80.70	680.70	216.45
14	15.31	15.40	1.63	59.43	53.64	21.08	2.32	136.47	53.64	21.08	2.32	4.00	81.04	685.31	217.51
15	15.41	15.50	1.64	59.82	53.99	21.08	2.32	137.21	53.99	21.08	2.32	4.00	81.39	689.91	218.60
16	15.51	15.60	1.65	60.20	54.34	21.08	2.32	137.94	54.34	21.08	2.32	4.00	81.74	694.51	219.68
17	15.61	15.70	1.66	60.58	54.68	21.08	2.32	138.66	54.68	21.08	2.32	4.00	82.08	699.12	220.74
18	15.71	15.80	1.67	60.97	55.03	21.08	2.32	139.40	55.03	21.08	2.32	4.00	82.43	703.72	221.83
19	15.81	15.90	1.68	61.35	55.38	21.08	2.32	140.13	55.38	21.08	2.32	4.00	82.78	708.32	222.91
20	15.91	16.00	1.69	61.73	55.72	21.08	2.32	140.85	55.72	21.08	2.32	4.00	83.12	712.93	223.97
21	16.01	16.10	1.70	62.12	56.07	21.08	2.32	141.59	56.07	21.08	2.32	4.00	83.47	717.53	225.06
22	16.11	16.20	1.71	62.50	56.42	21.08	2.32	142.32	56.42	21.08	2.32	4.00	83.82	722.13	226.14
23	16.21	16.30	1.72	62.89	56.76	21.08	2.32	143.05	56.76	21.08	2.32	4.00	84.16	726.74	227.21
24	16.31	16.40	1.73	63.27	57.11	21.08	2.32	143.78	57.11	21.08	2.32	4.00	84.51	731.34	228.29
25	16.41	16.50	1.74	63.65	57.46	21.08	2.32	144.51	57.46	21.08	2.32	4.00	84.86	735.94	229.37
R ART 26	16.51	16.60	1.75	64.04	57.80	21.08	2.32	145.24	57.80	21.08	2.32	4.00	85.20	740.55	230.44
27	16.61	16.70	1.76	64.42	58.15	21.08	2.32	145.97	58.15	21.08	2.32	4.00	85.55	745.15	231.52
28	16.71	16.80	1.77	64.81	58.50	21.08	2.32	146.71	58.50	21.08	2.32	4.00	85.90	749.75	232.61
29	16.81	16.90	1.78	65.19	58.84	21.08	2.32	147.43	58.84	21.08	2.32	4.00	86.24	754.36	233.67
30	16.91	17.00	1.80	65.61	59.22	21.08	2.32	148.23	59.22	21.08	2.32	4.00	86.62	759.36	234.85
31	17.01	17.10	1.81	65.99	59.57	21.08	2.32	148.96	59.57	21.08	2.32	4.00	86.97	763.98	235.93
32	17.11	17.20	1.82	66.38	59.91	21.08	2.32	149.69	59.91	21.08	2.32	4.00	87.31	768.59	237.00
33	17.21	17.30	1.83	66.78	60.26	21.08	2.32	150.42	60.26	21.08	2.32	4.00	87.66	773.19	238.08
34	17.31	17.40	1.84	67.14	60.61	21.08	2.32	151.15	60.61	21.08	2.32	4.00	88.01	777.79	239.16
35	17.41	17.50	1.85	67.53	60.95	21.08	2.32	151.88	60.95	21.08	2.32	4.00	88.35	782.40	240.23
36	17.51	17.60	1.86	67.91	61.30	21.08	2.32	152.61	61.30	21.08	2.32	4.00	88.70	787.00	241.31
37	17.61	17.70	1.87	68.30	61.65	21.08	2.32	153.35	61.65	21.08	2.32	4.00	89.05	791.60	242.40
38	17.71	17.80	1.88	68.68	61.99	21.08	2.32	154.07	61.99	21.08	2.32	4.00	89.39	796.21	243.46
39	17.81	17.90	1.89	69.06	62.34	21.08	2.32	154.80	62.34	21.08	2.32	4.00	89.74	800.81	244.54
40	17.91	18.00	1.90	69.45	62.69	21.08	2.32	155.54	62.69	21.08	2.32	4.00	90.09	805.41	245.63
41	18.01	18.10	1.91	69.83	63.03	21.08	2.32	156.26	63.03	21.08	2.32	4.00	90.43	810.02	246.69
42	18.11	18.20	1.92	70.21	63.38	21.08	2.32	156.99	63.38	21.08	2.32	4.00	90.78	814.62	247.77
43	18.21	18.30	1.93	70.60	63.72	21.08	2.32	157.72	63.72	21.08	2.32	4.00	91.12	819.23	248.84
44	18.31	18.40	1.94	70.98	64.07	21.08	2.32	158.45	64.07	21.08	2.32	4.00	91.47	823.83	249.92
45	18.41	18.50	1.95	71.37	64.42	21.08	2.32	159.19	64.42	21.08	2.32	4.00	91.82	828.43	251.01
46	18.51	18.60	1.96	71.75	64.76	21.08	2.32	159.91	64.76	21.08	2.32	4.00	92.16	833.04	252.07
47	18.61	18.70	1.97	72.13	65.11	21.08	2.32	160.64	65.11	21.08	2.32	4.00	92.51	837.64	253.15
48	18.71	18.80	1.99	72.55	65.49	21.08	2.32	161.44	65.49	21.08	2.32	4.00	92.89	842.66	254.33
49	18.81	18.90	2.00	72.94	65.84	21.08	2.32	162.18	65.84	21.08	2.32	4.00	93.24	847.26	255.42
50	18.91	19.00	2.01	73.32	66.18	21.08	2.32	162.90	66.18	21.08	2.32	4.00	93.58	851.87	256.48
OPT 1	19.01	22.80	2.41	87.98	79.41	42.16	2.32	211.87	79.41	42.16	2.32	4.00	127.89	1006.56	339.76
2	22.81	27.36	2.89	105.57	95.29	42.16	2.32	245.34	95.29	42.16	2.32	4.00	143.77	1217.48	389.11
3	27.37	32.83	3.47	126.88	114.35	42.16	2.32	285.51	114.35	42.16	2.32	4.00	162.83	1470.67	448.34
4	32.84	39.40	4.16	152.02	137.21	42.16	2.32	333.71	137.21	42.16	2.32	4.00	185.69	1774.51	519.40
5	39.41	47.28	4.99	182.41	164.65	42.16	2.32	391.54	164.65	42.16	2.32	4.00	213.13	2139.02	604.67
6	47.29	56.74	5.99	218.91	197.60	42.16	2.32	460.99	197.60	42.16	2.32	4.00	246.08	2576.77	707.07
7	56.75	68.09	7.19	262.71	237.13	42.16	2.32	544.32	237.13	42.16	2.32	4.00	285.61	3101.99	829.93
8	68.10	81.71	8.63	315.27	284.57	42.16	2.32	644.32	284.57	42.16	2.32	4.00	333.05	3732.25	977.37
9	81.72	98.05	10.35	378.29	341.46	42.16	2.32	764.23	341.46	42.16	2.32	4.00	389.94	4488.06	1154.17
10	98.06	117.66	12.42	453.95	409.75	42.16	2.32	908.18	409.75	42.16	2.32	4.00	458.23	5395.37	1366.41
11	117.67	141.19	14.92	544.76	491.72	42.16	2.32	1080.96	491.72	42.16	2.32	4.00	540.20	6484.75	1621.16

Voorsitter VN SMAILES

OVoorsitter MS TOFFAR

Setretars PR SERFONTEIN

KIMBERLEY - 2008															
NON-ARTISANS AND SPECIFIED SKILLED WORKERS			EMPLOYER'S CONTRIBUTION						EMPLOYEE'S CONTRIBUTION						
Wage Band	Min/Max Tariff per hour	G Cash Bonus	APPENDIX A						APPENDIX B						
			A Holiday Fund	B Pens Fund	C Ben. Fund	D ICBI Levy	F EMPLOY TOTAL	B Pens Fund	C Ben. Fund	D ICBI Levy	E Sav.	F WORKERS TOTAL	Cash Bonus Included	Stamp	
GW 1		6.68	0.68	25.68	23.18	7.61	2.02	58.49	23.18	7.61	2.02	4.00	36.81	294.39	95.30
2	6.69	6.78	0.69	26.07	23.53	7.61	2.02	59.23	23.53	7.61	2.02	4.00	37.16	298.99	96.39
3	6.79	6.88	0.70	26.45	23.88	7.61	2.02	59.96	23.88	7.61	2.02	4.00	37.51	303.59	97.47
4	6.89	6.98	0.71	26.84	24.22	7.61	2.02	60.69	24.22	7.61	2.02	4.00	37.85	308.20	98.54
5	6.99	7.08	0.72	27.22	24.57	7.61	2.02	61.42	24.57	7.61	2.02	4.00	38.20	312.80	99.62
6	7.09	7.18	0.73	27.60	24.92	7.61	2.02	62.15	24.92	7.61	2.02	4.00	38.55	317.40	100.70
7	7.19	7.28	0.74	27.99	25.26	7.61	2.02	62.88	25.26	7.61	2.02	4.00	38.89	322.01	101.77
8	7.29	7.38	0.75	28.37	25.61	7.61	2.02	63.61	25.61	7.61	2.02	4.00	39.24	326.61	102.85
9	7.39	7.48	0.76	28.76	25.96	7.61	2.02	64.35	25.96	7.61	2.02	4.00	39.59	331.21	103.94
10	7.49	7.58	0.77	29.14	26.30	7.61	2.02	65.07	26.30	7.61	2.02	4.00	39.93	335.82	105.00
11	7.59	7.68	0.78	29.52	26.65	7.61	2.02	65.80	26.65	7.61	2.02	4.00	40.28	340.42	106.08
12	7.69	7.78	0.79	29.91	27.00	7.61	2.02	66.54	27.00	7.61	2.02	4.00	40.63	345.02	107.17
Class 3 13	7.79	7.88	0.80	30.29	27.34	7.61	2.02	67.26	27.34	7.61	2.02	4.00	40.97	349.63	108.23
Class 2 14	7.89	7.98	0.81	30.68	27.69	7.61	2.02	68.00	27.69	7.61	2.02	4.00	41.32	354.23	109.32
15	7.99	8.08	0.82	31.06	28.04	7.61	2.02	68.73	28.04	7.61	2.02	4.00	41.67	358.83	110.40
16	8.09	8.18	0.83	31.44	28.38	7.61	2.02	69.45	28.38	7.61	2.02	4.00	42.01	363.44	111.46
17	8.19	8.28	0.84	31.83	28.73	7.61	2.02	70.19	28.73	7.61	2.02	4.00	42.36	368.04	112.55
18	8.29	8.38	0.85	32.21	29.07	7.61	2.02	70.91	29.07	7.61	2.02	4.00	42.70	372.65	113.61
19	8.39	8.48	0.86	32.59	29.42	7.61	2.02	71.64	29.42	7.61	2.02	4.00	43.05	377.25	114.69
20	8.49	8.58	0.87	32.98	29.77	7.61	2.02	72.38	29.77	7.61	2.02	4.00	43.40	381.85	115.78
21	8.59	8.68	0.88	33.36	30.11	7.61	2.02	73.10	30.11	7.61	2.02	4.00	43.74	386.46	116.84
22	8.69	8.78	0.89	33.75	30.46	7.61	2.02	73.84	30.46	7.61	2.02	4.00	44.09	391.06	117.93
23	8.79	8.88	0.90	34.13	30.81	7.61	2.02	74.57	30.81	7.61	2.02	4.00	44.44	395.66	119.01
24	8.89	8.98	0.92	34.55	31.19	7.61	2.02	75.37	31.19	7.61	2.02	4.00	44.82	400.68	120.19
25	8.99	9.08	0.93	34.93	31.53	7.61	2.02	76.09	31.53	7.61	2.02	4.00	45.16	405.29	121.25
26	9.09	9.18	0.94	35.32	31.88	7.61	2.02	76.83	31.88	7.61	2.02	4.00	45.51	409.89	122.34
27	9.19	9.28	0.95	35.70	32.22	7.61	2.02	77.55	32.22	7.61	2.02	4.00	45.85	414.50	123.40
28	9.29	9.38	0.96	36.08	32.57	7.61	2.02	78.28	32.57	7.61	2.02	4.00	46.20	419.10	124.48
29	9.39	9.48	0.97	36.47	32.92	7.61	2.02	79.02	32.92	7.61	2.02	4.00	46.55	423.70	125.57
30	9.49	9.58	0.98	36.85	33.26	7.61	2.02	79.74	33.26	7.61	2.02	4.00	46.89	428.31	126.63
31	9.59	9.68	0.99	37.24	33.61	7.61	2.02	80.48	33.61	7.61	2.02	4.00	47.24	432.91	127.72
32	9.69	9.78	1.00	37.62	33.96	7.61	2.02	81.21	33.96	7.61	2.02	4.00	47.59	437.51	128.80
33	9.79	9.88	1.01	38.00	34.30	7.61	2.02	81.93	34.30	7.61	2.02	4.00	47.93	442.12	129.86
34	9.89	9.98	1.02	38.39	34.65	7.61	2.02	82.67	34.65	7.61	2.02	4.00	48.28	446.72	130.95
35	9.99	10.08	1.03	38.77	35.00	7.61	2.02	83.40	35.00	7.61	2.02	4.00	48.63	451.32	132.03
Class 1 36	10.09	10.18	1.04	39.16	35.34	7.61	2.02	84.13	35.34	7.61	2.02	4.00	48.97	455.93	133.10
37	10.19	10.28	1.05	39.54	35.69	7.61	2.02	84.86	35.69	7.61	2.02	4.00	49.32	460.53	134.18
38	10.29	10.38	1.06	39.92	36.04	7.61	2.02	85.59	36.04	7.61	2.02	4.00	49.67	465.13	135.26
39	10.39	10.48	1.07	40.31	36.38	7.61	2.02	86.32	36.38	7.61	2.02	4.00	50.01	469.74	136.33
40	10.49	10.58	1.08	40.69	36.73	7.61	2.02	87.05	36.73	7.61	2.02	4.00	50.36	474.34	137.41
41	10.59	10.68	1.09	41.07	37.08	7.61	2.02	87.78	37.08	7.61	2.02	4.00	50.71	478.94	138.49
42	10.69	10.78	1.10	41.46	37.42	7.61	2.02	88.51	37.42	7.61	2.02	4.00	51.05	483.55	139.56
43	10.79	10.88	1.11	41.84	37.77	7.61	2.02	89.24	37.77	7.61	2.02	4.00	51.40	488.15	140.64
44	10.89	10.98	1.12	42.23	38.12	7.61	2.02	89.98	38.12	7.61	2.02	4.00	51.75	492.75	141.73
45	10.99	11.08	1.13	42.61	38.46	7.61	2.02	90.70	38.46	7.61	2.02	4.00	52.09	497.36	142.79
46	11.09	11.18	1.14	42.99	38.81	7.61	2.02	91.43	38.81	7.61	2.02	4.00	52.44	501.96	143.87
47	11.19	11.28	1.15	43.38	39.15	7.61	2.02	92.16	39.15	7.61	2.02	4.00	52.78	506.57	144.94
48	11.29	11.38	1.16	43.76	39.50	7.61	2.02	92.89	39.50	7.61	2.02	4.00	53.13	511.17	146.02
49	11.39	11.48	1.17	44.15	39.85	7.61	2.02	93.63	39.85	7.61	2.02	4.00	53.48	515.77	147.11
50	11.49	11.58	1.18	44.53	40.19	7.61	2.02	94.35	40.19	7.61	2.02	4.00	53.82	520.38	148.17

Chairman VN SMAILES

V/Chairman MS TOFFAR

Secretary DE SPIDENMEN

KIMBERLEY - As from 01/01/2009															
CRAFTSMEN & ARTISANS			APPENDIX A EMPLOYERS CONTRIBUTION							APPENDIX B EMPLOYEES CONTRIBUTION					
Wage Band	Min/Max tariff per hour	Cash Bonus G	Holiday Fund A	Pens Fund B	Ben Fund C	Council Levy D	EMPLOY TOTAL F	Pens Fund B	Ben Fund C	Council Levy D	Saving E	WORKER TOTAL F	Cash Bonus Include	Stamp	
NR ART 1		15.51	2.27	62.05	56.01	24.04	2.64	144.74	56.01	24.04	2.64	4.00	86.69	713.41	231.43
2	15.52	15.61	2.29	62.47	56.39	24.04	2.64	145.54	56.39	24.04	2.64	4.00	87.07	718.43	232.61
3	15.62	15.71	2.30	62.85	56.73	24.04	2.64	146.26	56.73	24.04	2.64	4.00	87.41	723.04	233.67
4	15.72	15.81	2.32	63.27	57.11	24.04	2.64	147.06	57.11	24.04	2.64	4.00	87.79	728.06	234.85
5	15.82	15.91	2.33	63.65	57.46	24.04	2.64	147.79	57.46	24.04	2.64	4.00	88.14	732.66	235.93
6	15.92	16.01	2.35	64.07	57.83	24.04	2.64	148.58	57.83	24.04	2.64	4.00	88.51	737.69	237.09
7	16.02	16.11	2.36	64.46	58.18	24.04	2.64	149.32	58.18	24.04	2.64	4.00	88.86	742.29	238.18
8	16.12	16.21	2.38	64.88	58.56	24.04	2.64	150.12	58.56	24.04	2.64	4.00	89.24	747.31	239.36
9	16.22	16.31	2.39	65.26	58.91	24.04	2.64	150.85	58.91	24.04	2.64	4.00	89.59	751.91	240.44
10	16.32	16.41	2.41	65.68	59.28	24.04	2.64	151.64	59.28	24.04	2.64	4.00	89.96	756.94	241.60
11	16.42	16.51	2.42	66.06	59.63	24.04	2.64	152.37	59.63	24.04	2.64	4.00	90.31	761.54	242.68
12	16.52	16.61	2.44	66.48	60.01	24.04	2.64	153.17	60.01	24.04	2.64	4.00	90.69	766.56	243.86
13	16.62	16.71	2.45	66.86	60.35	24.04	2.64	153.89	60.35	24.04	2.64	4.00	91.05	771.17	244.92
14	16.72	16.81	2.46	67.25	60.70	24.04	2.64	154.63	60.70	24.04	2.64	4.00	91.38	775.77	246.01
15	16.82	16.91	2.48	67.67	61.08	24.04	2.64	155.43	61.08	24.04	2.64	4.00	91.76	780.79	247.19
16	16.92	17.01	2.49	68.05	61.43	24.04	2.64	156.16	61.43	24.04	2.64	4.00	92.11	785.39	248.27
17	17.02	17.11	2.51	68.47	61.80	24.04	2.64	156.95	61.80	24.04	2.64	4.00	92.48	790.42	249.43
18	17.12	17.21	2.52	68.85	62.15	24.04	2.64	157.68	62.15	24.04	2.64	4.00	92.83	795.02	250.51
19	17.22	17.31	2.54	69.27	62.53	24.04	2.64	158.48	62.53	24.04	2.64	4.00	93.21	800.04	251.69
20	17.32	17.41	2.55	69.66	62.87	24.04	2.64	159.21	62.87	24.04	2.64	4.00	93.55	804.65	252.76
21	17.42	17.51	2.57	70.08	63.25	24.04	2.64	160.01	63.25	24.04	2.64	4.00	93.93	809.67	253.94
22	17.52	17.61	2.58	70.46	63.60	24.04	2.64	160.74	63.60	24.04	2.64	4.00	94.28	814.27	255.02
23	17.62	17.71	2.60	70.88	63.98	24.04	2.64	161.54	63.98	24.04	2.64	4.00	94.66	819.29	256.20
24	17.72	17.81	2.61	71.26	64.32	24.04	2.64	162.26	64.32	24.04	2.64	4.00	95.00	823.90	257.26
25	17.82	17.91	2.63	71.68	64.70	24.04	2.64	163.06	64.70	24.04	2.64	4.00	95.38	828.92	258.44
R ART 26	17.92	18.01	2.64	72.06	65.05	24.04	2.64	163.79	65.05	24.04	2.64	4.00	95.73	833.52	259.52
27	18.02	18.11	2.65	72.45	65.39	24.04	2.64	164.52	65.39	24.04	2.64	4.00	96.07	838.13	260.59
28	18.12	18.21	2.67	72.87	65.77	24.04	2.64	165.32	65.77	24.04	2.64	4.00	96.45	843.15	261.77
29	18.22	18.31	2.68	73.25	66.12	24.04	2.64	166.05	66.12	24.04	2.64	4.00	96.80	847.75	262.85
30	18.32	18.41	2.70	73.67	66.50	24.04	2.64	166.85	66.50	24.04	2.64	4.00	97.18	852.77	264.03
31	18.42	18.51	2.71	74.05	66.84	24.04	2.64	167.57	66.84	24.04	2.64	4.00	97.52	857.38	265.09
32	18.52	18.61	2.73	74.47	67.22	24.04	2.64	168.37	67.22	24.04	2.64	4.00	97.90	862.40	266.27
33	18.62	18.71	2.74	74.86	67.57	24.04	2.64	169.11	67.57	24.04	2.64	4.00	98.25	867.00	267.36
34	18.72	18.81	2.76	75.27	67.95	24.04	2.64	169.90	67.95	24.04	2.64	4.00	98.63	872.02	268.53
35	18.82	18.91	2.77	75.66	68.29	24.04	2.64	170.63	68.29	24.04	2.64	4.00	98.97	876.63	269.60
36	18.92	19.01	2.79	76.08	68.67	24.04	2.64	171.43	68.67	24.04	2.64	4.00	99.35	881.65	270.78
37	19.02	19.11	2.80	76.46	69.02	24.04	2.64	172.16	69.02	24.04	2.64	4.00	99.70	886.25	271.86
38	19.12	19.21	2.82	76.88	69.39	24.04	2.64	172.95	69.39	24.04	2.64	4.00	100.07	891.28	273.02
39	19.22	19.31	2.83	77.26	69.74	24.04	2.64	173.68	69.74	24.04	2.64	4.00	100.42	895.88	274.10
40	19.32	19.41	2.85	77.68	70.12	24.04	2.64	174.48	70.12	24.04	2.64	4.00	100.80	900.90	275.28
41	19.42	19.51	2.86	78.07	70.47	24.04	2.64	175.22	70.47	24.04	2.64	4.00	101.15	905.50	276.37
42	19.52	19.61	2.87	78.45	70.81	24.04	2.64	175.94	70.81	24.04	2.64	4.00	101.49	910.11	277.43
43	19.62	19.71	2.89	78.87	71.19	24.04	2.64	176.74	71.19	24.04	2.64	4.00	101.87	915.13	278.61
44	19.72	19.81	2.90	79.25	71.54	24.04	2.64	177.47	71.54	24.04	2.64	4.00	102.22	919.73	279.69
45	19.82	19.91	2.92	79.67	71.91	24.04	2.64	178.26	71.91	24.04	2.64	4.00	102.59	924.76	280.85
46	19.92	20.01	2.93	80.06	72.26	24.04	2.64	179.00	72.26	24.04	2.64	4.00	102.94	929.36	281.94
47	20.02	20.11	2.95	80.47	72.64	24.04	2.64	179.79	72.64	24.04	2.64	4.00	103.32	934.38	283.11
48	20.12	20.21	2.96	80.86	72.99	24.04	2.64	180.53	72.99	24.04	2.64	4.00	103.67	938.98	284.20
49	20.22	20.31	2.98	81.28	73.36	24.04	2.64	181.32	73.36	24.04	2.64	4.00	104.04	944.01	285.36
50	20.32	20.41	2.99	81.66	73.71	24.04	2.64	182.05	73.71	24.04	2.64	4.00	104.39	948.61	286.44
OPT 1	20.42	24.49	3.59	97.99	88.45	48.08	2.64	237.16	88.45	48.08	2.64	4.00	143.17	1120.43	380.33
2	24.50	29.39	4.31	117.61	106.16	48.08	2.64	274.49	106.16	48.08	2.64	4.00	160.88	1355.62	435.37
3	29.40	35.27	5.17	141.13	127.39	48.08	2.64	319.24	127.39	48.08	2.64	4.00	182.11	1637.69	501.35
4	35.28	42.32	6.20	169.32	152.84	48.08	2.64	372.88	152.84	48.08	2.64	4.00	207.56	1975.84	580.44
5	42.33	50.78	7.44	203.18	183.39	48.08	2.64	437.29	183.39	48.08	2.64	4.00	238.11	2381.79	675.40
6	50.79	60.94	8.93	243.83	220.09	48.08	2.64	514.64	220.09	48.08	2.64	4.00	274.81	2869.34	789.45
7	60.95	73.13	10.72	292.62	264.13	48.08	2.64	607.47	264.13	48.08	2.64	4.00	318.85	3454.40	926.32
8	73.14	87.76	12.87	351.18	316.98	48.08	2.64	718.88	316.98	48.08	2.64	4.00	371.70	4156.65	1090.58
9	87.77	105.31	15.44	421.39	380.36	48.08	2.64	852.47	380.36	48.08	2.64	4.00	435.08	4998.67	1287.55
10	105.32	126.37	18.53	505.67	456.44	48.08	2.64	1012.83	456.44	48.08	2.64	4.00	511.16	6009.34	1523.99
11	126.38	151.64	22.23	606.77	547.69	48.08	2.64	1205.18	547.69	48.08	2.64	4.00	602.41	7221.74	1807.59

Chairman VN SMAILES

V/Chairman MS TOFFAR

KIMBERLEY - As from 01/01/2009																
NON-ARTISANS AND SPECIFIED SKILLED WORKERS			EMPLOYER'S CONTRIBUTION						EMPLOYEE'S CONTRIBUTION							
			APPENDIX A						APPENDIX B							
Wage Band	Min/Max Tariff per hour	G Cash Bonus	A Holiday Fund	B Pens Fund	C Ben. Fund	D ICBI Levy	F EMPLOY TOTAL	B Pens Fund	C Ben. Fund	D ICBI Levy	E Sav.	F WORKERS TOTAL	Cash Bonus Included	Stamp		
G/W 1		7.35	1.01	29.17	26.33	8.38	2.27	66.15	26.33	8.38	2.27	4.00	40.98	335.22	107.13	
2	7.36	7.45	1.03	29.59	26.71	8.38	2.27	66.95	26.71	8.38	2.27	4.00	41.36	340.24	108.31	
3	7.46	7.55	1.04	29.98	27.06	8.38	2.27	67.69	27.06	8.38	2.27	4.00	41.71	344.84	109.40	
4	7.56	7.65	1.05	30.36	27.41	8.38	2.27	68.42	27.41	8.38	2.27	4.00	42.06	349.44	110.48	
5	7.66	7.75	1.07	30.78	27.78	8.38	2.27	69.21	27.78	8.38	2.27	4.00	42.43	354.47	111.64	
6	7.76	7.85	1.08	31.16	28.13	8.38	2.27	69.94	28.13	8.38	2.27	4.00	42.78	359.07	112.72	
7	7.86	7.95	1.10	31.58	28.51	8.38	2.27	70.74	28.51	8.38	2.27	4.00	43.16	364.09	113.90	
8	7.96	8.05	1.11	31.97	28.85	8.38	2.27	71.47	28.85	8.38	2.27	4.00	43.50	368.70	114.97	
9	8.06	8.15	1.12	32.35	29.20	8.38	2.27	72.20	29.20	8.38	2.27	4.00	43.85	373.30	116.05	
10	8.16	8.25	1.14	32.77	29.58	8.38	2.27	73.00	29.58	8.38	2.27	4.00	44.23	378.32	117.23	
11	8.26	8.35	1.15	33.15	29.93	8.38	2.27	73.73	29.93	8.38	2.27	4.00	44.58	382.92	118.31	
12	8.36	8.45	1.17	33.57	30.30	8.38	2.27	74.52	30.30	8.38	2.27	4.00	44.95	387.95	119.47	
Class 3 13	8.46	8.55	1.18	33.96	30.65	8.38	2.27	75.26	30.65	8.38	2.27	4.00	45.30	392.55	120.56	
Class 2 14	8.56	8.65	1.19	34.34	31.00	8.38	2.27	75.99	31.00	8.38	2.27	4.00	45.65	397.15	121.64	
15	8.66	8.75	1.21	34.76	31.37	8.38	2.27	76.78	31.37	8.38	2.27	4.00	46.02	402.18	122.80	
16	8.76	8.85	1.22	35.14	31.72	8.38	2.27	77.51	31.72	8.38	2.27	4.00	46.37	406.78	123.88	
17	8.86	8.95	1.23	35.53	32.07	8.38	2.27	78.25	32.07	8.38	2.27	4.00	46.72	411.38	124.97	
18	8.96	9.05	1.25	35.94	32.45	8.38	2.27	79.04	32.45	8.38	2.27	4.00	47.10	416.40	126.14	
19	9.06	9.15	1.26	36.33	32.79	8.38	2.27	79.77	32.79	8.38	2.27	4.00	47.44	421.01	127.21	
20	9.16	9.25	1.28	36.75	33.17	8.38	2.27	80.57	33.17	8.38	2.27	4.00	47.82	426.03	128.39	
21	9.26	9.35	1.29	37.13	33.52	8.38	2.27	81.30	33.52	8.38	2.27	4.00	48.17	430.63	129.47	
22	9.36	9.45	1.30	37.52	33.86	8.38	2.27	82.03	33.86	8.38	2.27	4.00	48.51	435.24	130.54	
23	9.46	9.55	1.32	37.93	34.24	8.38	2.27	82.82	34.24	8.38	2.27	4.00	48.89	440.26	131.71	
24	9.56	9.65	1.33	38.32	34.59	8.38	2.27	83.56	34.59	8.38	2.27	4.00	49.24	444.86	132.80	
25	9.66	9.75	1.34	38.70	34.93	8.38	2.27	84.28	34.93	8.38	2.27	4.00	49.58	449.47	133.86	
26	9.76	9.85	1.36	39.12	35.31	8.38	2.27	85.08	35.31	8.38	2.27	4.00	49.96	454.49	135.04	
27	9.86	9.95	1.37	39.50	35.66	8.38	2.27	85.81	35.66	8.38	2.27	4.00	50.31	459.09	136.12	
28	9.96	10.05	1.39	39.92	36.04	8.38	2.27	86.61	36.04	8.38	2.27	4.00	50.69	464.11	137.30	
29	10.06	10.15	1.40	40.31	36.38	8.38	2.27	87.34	36.38	8.38	2.27	4.00	51.03	468.72	138.37	
30	10.16	10.25	1.41	40.69	36.73	8.38	2.27	88.07	36.73	8.38	2.27	4.00	51.38	473.32	139.45	
31	10.26	10.35	1.43	41.11	37.11	8.38	2.27	88.87	37.11	8.38	2.27	4.00	51.76	478.34	140.63	
32	10.36	10.45	1.44	41.49	37.45	8.38	2.27	89.59	37.45	8.38	2.27	4.00	52.10	482.95	141.69	
33	10.46	10.55	1.45	41.88	37.80	8.38	2.27	90.33	37.80	8.38	2.27	4.00	52.45	487.55	142.78	
34	10.56	10.65	1.47	42.30	38.18	8.38	2.27	91.13	38.18	8.38	2.27	4.00	52.83	492.57	143.96	
35	10.66	10.75	1.48	42.68	38.52	8.38	2.27	91.85	38.52	8.38	2.27	4.00	53.17	497.18	145.02	
Class 1 36	10.76	10.85	1.50	43.10	38.90	8.38	2.27	92.65	38.90	8.38	2.27	4.00	53.55	502.20	146.20	
37	10.86	10.95	1.51	43.48	39.25	8.38	2.27	93.38	39.25	8.38	2.27	4.00	53.90	506.80	147.28	
38	10.96	11.05	1.52	43.87	39.60	8.38	2.27	94.12	39.60	8.38	2.27	4.00	54.25	511.40	148.37	
39	11.06	11.15	1.54	44.29	39.97	8.38	2.27	94.91	39.97	8.38	2.27	4.00	54.62	516.43	149.53	
40	11.16	11.25	1.55	44.67	40.32	8.38	2.27	95.64	40.32	8.38	2.27	4.00	54.97	521.03	150.61	
41	11.26	11.35	1.57	45.09	40.70	8.38	2.27	96.44	40.70	8.38	2.27	4.00	55.35	526.05	151.79	
42	11.36	11.45	1.58	45.47	41.04	8.38	2.27	97.16	41.04	8.38	2.27	4.00	55.69	530.66	152.85	
43	11.46	11.55	1.59	45.86	41.39	8.38	2.27	97.90	41.39	8.38	2.27	4.00	56.04	535.26	153.94	
44	11.56	11.65	1.61	46.27	41.77	8.38	2.27	98.69	41.77	8.38	2.27	4.00	56.42	540.28	155.11	
45	11.66	11.75	1.62	46.66	42.12	8.38	2.27	99.43	42.12	8.38	2.27	4.00	56.77	544.88	156.20	
46	11.76	11.85	1.63	47.04	42.46	8.38	2.27	100.15	42.46	8.38	2.27	4.00	57.11	549.49	157.26	
47	11.86	11.95	1.65	47.46	42.84	8.38	2.27	100.95	42.84	8.38	2.27	4.00	57.49	554.51	158.44	
48	11.96	12.05	1.66	47.85	43.19	8.38	2.27	101.69	43.19	8.38	2.27	4.00	57.84	559.11	159.53	
49	12.06	12.15	1.68	48.26	43.56	8.38	2.27	102.47	43.56	8.38	2.27	4.00	58.21	564.14	160.68	
50	12.16	12.25	1.69	48.65	43.91	8.38	2.27	103.21	43.91	8.38	2.27	4.00	58.56	568.74	161.77	

Chairman VN SMAILES

V/Chairman MS TOFFAR

Secretary PR SERFONTEIN

No. R. 1050

3 October 2008

"B"

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY:
RENEWAL OF PERIOD OF OPERATION OF ELECTRICAL
INSTALLATION SECTION COLLECTIVE AGREEMENT**

I, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister of Labour, hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 1090 of 30 August 2002, R. 1564 of 31 October 2003, R. 1014 of 3 September 2004 and R1049. of 3 October 2008, to be effective from **13 OCTOBER 2008** and for the period ending 31 July 2011.

**M.M.S. MDLADLANA
MINISTER OF LABOUR**

No. R. 1050

3 Oktober 2008

"B"

WET OP ARBEIDSVERHOUDINGE, 1995**BEDINGINGSRAAD VIR DIE BOUNYWERHEID, KIMBERLEY:
HERNUWING VAN TYDPERK VAN ELEKTRIESE INSTALLASIESEKSIE
KOLLEKTIEWE OOREENKOMS**

Ek, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister van Arbeid, verklaar hierby, kragtens artikel 32(6)(a)(ii) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalinge van Goewermentskennisgewings Nos. R. 1090 van 30 Augustus 2002, R. 1564 van 31 Oktober 2003, R. 1014 van 3 September 2004 en R1049. van 3 Oktober 2008, van krag is met ingang van **13 OKTOBER 2008** en vir die tydperk wat op 31 Julie 2011 eindig.

**M.M.S. MDLADLANA
MINISTER VAN ARBEID**

**DEPARTMENT OF SAFETY AND SECURITY
DEPARTEMENT VAN VEILIGHEID EN SEKURITEIT**

No. R. 1045**3 October 2008**

**PRIVATE SECURITY INDUSTRY REGULATION ACT, 2001
(ACT NO. 56 OF 2001): EXEMPTION IN TERMS OF
SECTIONS 1(2) AND 20(5) OF THE ACT**

By virtue of the power vested in the Minister for Safety and Security by sections 1(2) and 20(5) of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), I, Charles Nqakula, hereby determine that South African Custodial Services (Louis Trichardt) (Pty) Ltd. and its employees, are exempted from all the provisions of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), for the duration of the contract entered into between the Department of Correctional Services and South African Custodial Services (Louis Trichardt) (Pty) Ltd.

Signed at Pretoria on this 4th day of September 2008.

**MINISTER FOR SAFETY AND SECURITY
C NQAKULA**

No. R. 1045

3 Oktober 2008

**WET OP DIE REGULERING VAN DIE PRIVAAT SEKURITEITSEDRYF, 2001
(WET NO. 56 VAN 2001): KWYTSKELDINGS IN TERME VAN
ARTIKELS 1(2) EN 20(5) VAN DIE WET**

Handelende kragtens die bevoegdhede verleen aan die Minister van Veiligheid en Sekuriteit deur artikels 1(2) en 20(5) van die Wet op die Regulering van die Privaat Sekuriteitsbedryf, 2001 (Wet No. 56 van 2001), verklaar ek, Charles Nqakula, hiermee dat, South African Custodial Services Louis Trichardt) (Edms) Bpk. en die werknemers van die maatskappy, kwytgestel word van al die bepalings van die Wet op die Regulering van die Privaat Sekuriteitsbedryf, 2001 (Wet No. 56 van 2001), vir so lank as wat die kontrak, aangegaan tussen die Departement van Korrektiewe Dienste en South African Custodial Services (Louis Trichardt) (Edms) Bpk bindend is.

Geteken te Pretoria op hierdie 4de dag van September 2008.

**MINISTER VAN VEILIGHEID EN SEKURITEIT
C NQAKULA**

No. R. 1046

3 October 2008

**PRIVATE SECURITY INDUSTRY REGULATION ACT, 2001
(ACT NO. 56 OF 2001): EXEMPTION IN TERMS OF
SECTIONS 1(2) AND 20(5) OF THE ACT**

By virtue of the power vested in the Minister for Safety and Security by sections 1(2) and 20(5) of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), I, Charles Nqakula, hereby determine that M W Lekesa (ID No. 761014 5592 084), W A Prinsloo (ID No. 720703 5120 082) and O Seiphemo (ID No.740603 1464 185), are exempted from the provisions of sections 20(1) and 20(2) of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), for a period of five years from date hereof, on condition that -

- They may not directly or indirectly participate or influence the decisions relating to the day-to-day security services provided by Jasco Trading (Pty) Ltd, trading as Multivid ;
- They may not function as security service providers ; and
- They remain in the employment of Jasco Trading (Pty) Ltd, trading as Multivid in the same position as indicated in their application.

Signed at Pretoria on this 4th day of September 2008.



**MINISTER FOR SAFETY AND SECURITY
C NQAKULA**

No. R. 1046

3 Oktober 2008

**WET OP DIE REGULERING VAN DIE PRIVAAT SEKURITEITSEDRYF, 2001
(WET NO. 56 VAN 2001): KWYTSKELDINGS IN TERME VAN
ARTIKELS 1(2) EN 20(5) VAN DIE WET**

Handelende kragtens die bevoegdhede verleen aan die Minister van Veiligheid en Sekuriteit deur artikels 1(2) en 20(5) van die Wet op die Regulering van die Privaat Sekuriteitsbedryf, 2001 (Wet No. 56 van 2001), verklaar ek Charles Nqakula hiermee dat M W Lekesa (ID No. 761014 5592 084), W A Prinsloo (ID No. 720703 5120 082) en O Seiphemo (ID No. 740603 1464 185), kwytgestel is vir vyf jaar van die datum hiervan, van die bepalings van artikel 20(1) en 20(2) van die Wet op die Regulering van die Privaat Sekuriteitsbedryf, 2001 (Wet No. 56 van 2001), op voorwaarde dat -

- Hulle nie direk of indirek mag deelneem aan of besluite beïnvloed met betrekking tot die dag-tot-dag sekuriteitsdienste wat deur Jasco Trading (Pty) Ltd, handeldrywend as Multivid voorsien word nie ;
- Hulle nie as sekuriteitsdiensverskaffers mag funksioneer nie ; en
- Hulle bly in diens van Jasco Trading (Pty) Ltd, handeldrywend as Multivid in dieselfde posisie soos vervat in hul aansoek.

Geteken te Pretoria op hierdie 4de dag van September 2008.



**MINISTER VAN VEILIGHEID EN SEKURITEIT
C NQAKULA**

No. R. 1047

3 October 2008

**PRIVATE SECURITY INDUSTRY REGULATION ACT, 2001
(ACT NO. 56 OF 2001): EXEMPTION IN TERMS OF
SECTIONS 1(2) AND 20(5) OF THE ACT**

By virtue of the power vested in the Minister for Safety and Security by sections 1(2) and 20(5) of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), I, Charles Nqakula, hereby determine that Robert Bosch (Pty) Ltd. and its employees, are exempted from the provisions of section 20(1)(a) of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), for a period of five years from date hereof, on condition that -

- Robert Bosch (Pty) Ltd. and its employees may not trade directly with the general public, nor install any security equipment;
- Security equipment may only be imported as a wholesaler and supplied to retailers and installers: and
- Robert Bosch (Pty) Ltd. and its employees may not provide any other security services.

Signed at Pretoria on this 27th day of August 2008.

~~MINISTER FOR SAFETY AND SECURITY~~
C NQAKULA

No. R. 1047

3 Oktober 2008

**WET OP DIE REGULERING VAN DIE PRIVAAT SEKURITEITSEDRYF, 2001
(WET NO. 56 VAN 2001): KWYTSKELDINGS IN TERME VAN
ARTIKELS 1(2) EN 20(5) VAN DIE WET**

Handelende kragtens die bevoegdhede verleen aan die Minister van Veiligheid en Sekuriteit deur artikels 1(2) en 20(5) van die Wet op die Regulering van die Privaat Sekuriteitsbedryf, 2001 (Wet No. 56 van 2001), verklaar ek Charles Nqakula hiermee dat Robert Bosch (Edms) Bpk. en die werknemers van die maatskappy, kwytgestel is vir vyf jaar van die bepalings van artikel 20(1)(a) van die Wet op die Regulering van die Privaat Sekuriteitsbedryf, 2001 (Wet No. 56 van 2001), op voorwaarde dat -

- Robert Bosch (Edms) Bpk. en die werknemers van die maatskappy nie direk met die algemene publiek handel mag dryf of sekuriteitstoerusting installeer nie;
- Sekuriteitstoerusting slegs as 'n groothandelaar ingevoer en aan kleinhandelaars en installeerders verskaf word: en
- Robert Bosch (Edms) Bpk. en die werknemers van die maatskappy mag geen ander sekuriteitsdienste verskaf nie.

Geteken te Pretoria op hierdie 27ste dag van Augustus 2008.

**MINISTER VAN VEILIGHEID EN SEKURITEIT
C NQAKULA**