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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:

- ▶ **19 December**, Friday, for the issue of Friday **2 January 2009**
- ▶ **19 March**, Thursday, for the issue of Friday **27 March 2009**
- ▶ **2 April**, Thursday, for the issue of Thursday **9 April 2009**
- ▶ **8 April**, Wednesday, for the issue of Friday **17 April 2009**
- ▶ **22 April**, Wednesday, for the issue of Thursday **30 April 2009**
- ▶ **30 April**, Thursday, for the issue of Friday **8 May 2009**
- ▶ **11 June**, Thursday, for the issue of Friday **19 June 2009**
- ▶ **6 August**, Thursday, for the issue of Friday **14 August 2009**
- ▶ **17 September**, Thursday, for the issue of Friday **25 September 2009**
- ▶ **10 December**, Thursday, for the issue of Friday **18 December 2009**
- ▶ **15 December**, Tuesday, for the issue of Thursday **24 December 2009**
- ▶ **21 December**, Monday, for the issue of Thursday **31 December 2009**
- ▶ **30 December**, Wednesday, for the issue of Friday **8 January 2010**

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- & REGULASIE- KENNISGEWINGS ASOOK PROKLAMASIES **2008**

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

- ▶ **19 Desember**, Vrydag, vir die uitgawe van Vrydag **2 Januarie 2009**
- ▶ **19 Maart**, Donderdag, vir die uitgawe van Vrydag **27 Maart 2009**
- ▶ **2 April**, Donderdag, vir die uitgawe van Donderdag **9 April 2009**
- ▶ **8 April**, Woensdag, vir die uitgawe van Vrydag **17 April 2009**
- ▶ **22 April**, Woensdag, vir die uitgawe van Donderdag **30 April 2009**
- ▶ **30 April**, Donderdag, vir die uitgawe van Vrydag **8 Mei 2009**
- ▶ **11 Junie**, Donderdag, vir die uitgawe van Vrydag **19 Junie 2009**
- ▶ **6 Augustus**, Donderdag, vir die uitgawe van Vrydag **14 Augustus 2009**
- ▶ **17 September**, Donderdag, vir die uitgawe van Vrydag **25 September 2009**
- ▶ **10 Desember**, Donderdag, vir die uitgawe van Vrydag **18 Desember 2009**
- ▶ **15 Desember**, Dinsdag, vir die uitgawe van Donderdag **24 Desember 2009**
- ▶ **21 Desember**, Maandag, vir die uitgawe van Donderdag **31 Desember 2009**
- ▶ **30 Desember**, Woensdag, vir die uitgawe van Vrydag **8 Januarie 2010**

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 kople drie kalenderweke voor publikasie ingedien word

**GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS**

**DEPARTMENT OF HEALTH
DEPARTEMENT VAN GESONDHEID**

No. R. 1320

12 December 2008

MENTAL HEALTH CARE ACT, 2002 (ACT NO. 17 OF 2002):

LIST OF DESIGNATED HEALTH ESTABLISHMENTS ADMINISTERED UNDER THE AUSPICES OF STATE IN TERMS OF MENTAL HEALTH CARE ACT 2002, (NO.17 OF 2002)

I, Mr T.D. Mseleku the Director-General of Health, hereby publish the list of designated health establishments administered under the auspices of state in terms of mental health care Act 2002, (no.17 of 2002).

EASTERN CAPE PROVINCE

Name	Address	Telephone	Fax
1. Elizabeth Donkin Hospital	Private Bag X6024 Port Elizabeth 6000	(041) 585 2323	(041) 582 2174
2. Fort England Hospital	Private Bag X1002 Grahamstown 6139	(0466) 227003	(046) 622 7030
3. Komani Hospital	Private Bag X7074 Queenstown 5320	(045) 858 8400	(045) 858 8802

4. The Cecilia Makiwane Mental Health Unit that is within Cecilia Makiwane	Private Bag X9147 East London 5201	(043) 708 2324	(043) 761 1158/(043) 708 2135
5. The Libode Mental Health Unit that is within St. Barnabas Hospital	P.O. Box 15 Lebode 5160	(047) 5551010	(047) 568 7100
6. The Umtata Mental Health Unit that is within Umtata General Hospital	Private Bag X5014 Umtata 5099	(047) 502 4137	(047) 531 2658
7. Tower Hospital	Private Bag X228 Fort Beaufort 5720	(0466) 451122	(0466) 452623
8. Flagstaff Hospital	Transkei	(039) 252 3000	(039) 252 3002

FREE STATE PROVINCE

Name	Address	Telephone	Fax
1. Free State Psychiatric Complex	Private Bag X20607 Bloefontein 9307	(051) 407 9418	(051) 407 9400
2. Mofumahadi Manapo Mopeli Regional Hospital	Private Bag X820 Witsieshoek 9870	(051) 718 3200	(058) 718 3332/4
3. Boitumelo Regional Hospital	Private Bag X47 Kroonstad 9500	(056) 216 5200	(056) 212 2964

GAUTENG PROVINCE

Name	Address	Telephone	Fax
1. Chris Hani Baragwanath Hospital	P.O Bertsham 2013	(011) 933 8000	(011) 933 3135
2. Dr. George Mukhari Hospital	Private Bag X422 Pretoria 0001	(012) 529 3111	(012) 560 0099
3. Helen Joseph Hospital	Private Bag X47 Auckland Park 2006	(011) 489 1011	(011) 726 5425
4. Johannesburg Hospital	Private Bag x39 Parktown Johannesburg 2000	(011) 488 3334/5	(011) 643 1612
5. Kopanong Hospital	Private Bag X031 Vereeniging 1930	(016) 428 7000	(016) 428 1148
6. Leratong Hospital	Private Bag X2078 Krugersdorp 1740	(011) 411 3500	(011) 410 8421
7. Natalspruit Hospital	Private Bag X01 Alrode 1451	(011) 389 0500	(011) 909 3015

8. Sterkfontein Hospital	Private Bag 2010 Krugersdorp 1740	(011) 951 8000	(011) 956 6907
9. Tembisa Hospital	Private Bag X 7 Olifantsfontein 1665	(011) 923 2000	(011) 920 1195
10. Weskopies Hospital	Private Bag X113 Pretoria 0001	(012) 319 9500	(012) 319 9633
11. Tara Hospital	Private Bag X7 Randburg 2125	(011) 535 3000	(011) 535 3026
12. Cullinan Care and Rehabilitation Centre	P.O Box 67 Cullinan 1000	(012) 305 2385	(012) 734 0957

KWA-ZULU NATAL

Name	Address	Telephone	Fax
1. Ekuhlengeni Rehabilitation Center	P.O Box X3 Unbogintwini 4125	(031) 905 1342	(031) 905 3415

2. Fort Napier Hospital	P.O Box 370 Pietermaritzburg 3200	(033) 345 4221	(033) 345 5730
3. King George V Hospital	Pk Dromerton Durban 4015	(031) 208 7121	(031) 209 9586
4. Ladysmith Hospital	Private Bag X9928 Ladysmith 3370	(036) 637 2111	(036) 637 6457
5. Madadeni Hospital	Private Bag X6642 Newcastle 2940	(034) 328 8000	(034) 3288281
6. Ngwelezane Hospital	Private Bag X 20021 Empangeni 3880	(035) 901 7000	(035) 794 1684
7. Port Shepstone Hospital	Private Bag X5706 Port Shepstone 4240	(039) 688 6000	(039) 682 5404
8. St. Francis/Benedictine Hospital	Private Bag X5007 Nongoma 3950	(035) 831 0314	(035) 831 0740
9. Townhill Hospital	P.O. Box 400 Pietermaritzburg 3200	(033) 341 5500	(033) 345 5720
10. Umngeni Rehabilitation Center	Hilton Advice Office 11 Jacaranda Centre Hilton 3245	(033) 343 3999	(033) 343 3999
11. Umzimkhulu Hospital	Private Bag X514 Umzimkulu 3297	(039) 259 0310	(039) 259 0149

LIMPOPO PROVINCE

Name	Address	Telephone	Fax
1. Donald Fraser Hospital	Private Bag X1172 Vhufuli 0971	(015) 963 1778	(015) 963 1796
2. Elim Hospital	Private Bag X312 Elim 0960	(015) 556 3202	(015) 556 3160
3. Ecuxakeni Hospital	Private Bag X9661 Giyani 0826	(015) 812 1138	(015) 812 1139
4. Hayani Psychiatric Hospital	Private Bag X2272 Sibasa 0970	(015) 963 1071	(015) 963 2334
5. Letaba Hospital	Private Bag X1430 Letaba 0870	(015) 303 1711	(015) 303 1713
6. Malamulele Hospital	Private Bag X2417 Malamulele 0982	(015) 851 0026	(015) 851 0620
7. Mankweng Hospital	Private Bag X1117 Sovenga 0727	(015) 286 1000/3	(015) 267 0206
8. Matlala Hospital	Private Bag X9624 Marble Hall 0450	(013) 264 9600	(013) 264 9616
9. Nkhensani Hospital	Private Bag X581 Giyani 0826	(015) 812 3251	(015) 812 0200 (015) 812 2461

10. Siloam Hospital	Private Bag X2432 Makhado 0920	(015) 973 0004	(015) 973 0607
11 Thabamooopo Hospital	Private Bag X37 Chuenespoort 0745	(015) 632 4112	(015) 632 5205
12. Tintswalo Hospital	Private Bag X407 Acornhoek 1360	(013) 795 5000	(013) 795 5804
13. Tshilidzini Hospital	Private Bag X 924 Shayandima 0931	(015) 964 1061	(015) 964 1492

MPUMALANGA

Name	Address	Telephone	Fax
1. Rob Ferreira Hospital	Private Bag X11223 Nelspruit 1200	(013) 741 3031	(013) 741 1394
2. Witbank Hospital	Private Bag X7206 Witbank 1035	(013) 653 2000	(013) 656 1316

NORTHERN CAPE PROVINCE

Name	Address	Telephone	Fax
1. The West End Hospital	Private Bag X6068 Kimberley 8300	(053) 861 3911/1	(053) 861 2873


NORTH WEST PROVINCE

Name	Address	Telephone	Fax
Witransd Hospital	Private Bag X253 Potchefstroom 2530	(0148) 294 5221	(0148) 294 7069
Mafikeng/Bophelong Hospital	Private Bag X2031 Mafikeng 2747	(018) 383 2005	(018) 383 3503

WESTERN CAPE PROVINCE

Name	Address	Telephone	Fax
1. Alexandra Hospital	Private Bag X1 Maitland Bag 7405	(021) 503 5000	(021) 511 1919
2. George Hospital	Private Bag X6534 George 6530 6530	(044) 802 4534	(044) 874 5017
3. Lentegeur Hospital	Private Bag X4 Michell's Plain 7785	(021) 370 1111	(021) 3717359
4. Nelspoort Hospital	Post Office Nelspoort 6973	(023) 416 1600	(023) 416 1720
5. Stikland Hospital	Private Bag X13 Bellvile 7535	(021) 940 4400	(021) 910 3508 (021) 940 4443
6. Red Cross therapeutic learning	46 Sawkins Road Rondebosch Cape Town 7700	(021) 685 4103	(021) 685 4107

7. Valkenberg Hospital	Private Bag X1 Observatory 7925	(021) 440 3111	(021) 447 6041
8. Tygerberg Hospital (Ward D and G Lower ground)	Private Bag X3 Tygerberg 7505	Ward D (021) 938 5870 Ward G (021) 938 5583	(021) 938 5693
9. Groote Schuur Hospital (Ward G22 and C23)	Private Bag Observatory 7925	(021) 404 2175	(021) 404 2178


Mr T.D. Mseleku
Director-general:Health

**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING**

No. R. 1321

12 December 2008

**DESIGNATION OF COMMISSIONERS OF OATHS IN TERMS OF SECTION 6 OF
THE JUSTICES OF THE PEACE AND COMMISSIONERS OF OATHS ACT, 1963
(ACT NO. 16 OF 1963)**

I, Mohamed Enver Surty, Minister of Justice and Constitutional Development, under section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963), hereby amend Government Notice No. R. 903 of 10 July 1998, as set out in the Schedule.

SCHEDULE

Definition

1. In this Government Notice, "the Notice" means Government Notice No. R. 903 of 10 July 1998, as amended by Government Notice Nos. R. 1687 of 24 December 1998, R. 950 of 6 August 1999, R. 1317 of 12 November 1999, R. 1510 of 24 December 1999, R. 1511 of 24 December 1999, R. 1180 of 17 November 2000, R. 301 of 6 April 2001, R. 847 of 14 September 2001, R. 1365 of 21 December 2001, R. 1366 of 21 December 2001, R. 515 of 22 April 2002, R. 211 of 14 February 2003, R. 401 of 28 March 2003, R. 402 of 28 March 2003, R. 942 of 4 July 2003, R. 943 of 4 July 2003, R. 947 of 4 July 2003, R. 1233 of 5 September 2003, R. 411 of 2 April 2004, R. 645 of 28 May 2004, R. 184 of 11 March 2005, R. 1003 of 26 October 2007, R. 112 of 8 February 2008 and R. 1017 of 26 September 2008.

Insertion of item after item 6 in Schedule to the Notice

2. The following item is hereby inserted after item 6 in the Schedule to the Notice:

"6A. Association of Chartered Certified Accountants:

Chartered Certified Accountants."

M E SURTY, MP
Minister of Justice and Constitutional Development

No. R. 1321

12 Desember 2008

AANWYSING VAN KOMMISSARISSE VAN EDE KRAGTENS ARTIKEL 6 VAN DIE WET OP VREDEREGTERS EN KOMMISSARISSE VAN EDE, 1963 (WET NO. 16 VAN 1963)

Ek, Mohamed Enver Surty, Minister van Justisie en Staatkundige Ontwikkeling, kragtens artikel 6 van die Wet op Vrederegters en Kommissaris van Ede, 1963 (Wet No. 16 van 1963), wysig hierby Goewermentskennisgewing No. R. 903 van 10 Julie 1998, soos in die Bylae uiteengesit.

BYLAE**Woordomskrywing**

1. In hierdie Goewermentskennisgewing beteken “die Kennisgewing” Goewermentskennisgewing No. R. 903 van 10 Julie 1998, soos gewysig by Goewermentskennisgewing Nos. R. 1687 van 24 Desember 1998, R. 950 van 6 Augustus 1999, R. 1317 van 12 November 1999, R. 1510 van 24 Desember 1999, R. 1511 van 24 Desember 1999, R. 1180 van 17 November 2000, R. 301 van 6 April 2001, R. 847 van 14 September 2001, R. 1365 van 21 Desember 2001, R. 1366 van 21 Desember 2001, R. 515 van 22 April 2002, R. 211 van 14 Februarie 2003, R. 401 van 28 Maart 2003, R. 402 van 28 Maart 2003, R. 942 van 4 Julie 2003, R. 943 van 4 Julie 2003, R. 947 van 4 Julie 2003, R. 1233 van 5 September 2003, R. 411 van 2 April 2004, R. 645 van 28 Mei 2004, R. 184 van 11 Maart 2005, R. 1003 van 26 Oktober 2007, R. 112 van 8 Februarie 2008 en R. 1017 van 26 September 2008.

Invoeging van item na item 6 in die Bylae tot die Kennisgewing

2. Die volgende item word hierby na item 6 in die Bylae tot die Kennisgewing ingevoeg:

“6A. Vereeniging van Geoktrooieerde Gesertifiseerde Rekenmeesters:

Geoktrooieerde Gesertifiseerde Rekenmeesters.”

M E SURTY, LP**Minister van Justisie en Staatkundige Ontwikkeling**

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 1322

12 December 2008

LABOUR RELATIONS ACT, 1995

CORRECTION NOTICE

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

The following correction to Government Notice No. R. 1009 appearing in Government Gazette No. 31434 of 19 September 2008 is hereby published for general information:

1. Part G of the Former Agreement (Provisions for the Western Cape Region (Country Areas))

Under item 9, sub-clause 22(1)(b), correct the expression "R1.,42" to read "R1,42".

2. Part I of the Former Agreement (Provisions for the Non-Metro Areas)

1.1 Under item 5, sub-clause 32(1), now the new sub-clause (2), correct the following table:

“

Employers
In the Magisterial Districts of Camperdown, uMzinto, Paarl, Stellenbosch and Uitenhage: Calculated at 0.303% of a qualified machinist rate of pay (This equates to R1,48 per week payable by employers in respect of each employee)
<u>In all other areas:</u> Calculated at 0.37% of a qualified machinist rate of pay (This equates to R1,48 per week payable by employers in respect of each employee)

1.2 Under item 11, correct the following to read "clause 45:"CONTRACT EMPLOYEES" and not "clause 47:"CONTRACT EMPLOYEES"

3. In Annexure A, sub-clause 6.1, correct the following to read "(i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x)" and not "(i), (ii), (iii), (iv), (v), (vi), (ix), (x), (xi) and (xiii)"

No. R. 1323**12 December 2008****LABOUR RELATIONS ACT, 1995****ROAD FREIGHT INDUSTRY: EXTENSION OF AGENCY SHOP 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 National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 22 December 2008 and for the period ending 28 February 2013.

MMS MDLADLANA
MINISTER OF LABOUR

No. R. 1323**12 Desember 2008****WET OP ARBEIDSVERHOUDINGE, 1995****PADVRAGNYWERHEID: UITBREIDING VAN WYSIGING VAN HOOF 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 hierby verskyn en wat in die Nasionale Bedingingsraad vir die Padvragnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 22 Desember 2008 en vir die tydperk wat op 28 Februarie 2013 eindig.

MMS MDLADLANA
MINISTER VAN ARBEID

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY****AGENCY SHOP COLLECTIVE AGREEMENT**

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

Road Freight Employers' Association

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

the one part, and the

Motor Transport Workers' Union (South Africa)**Professional Transport Workers' Union of South Africa****South African Transport and Allied Workers' Union (SATAWU)**

and the

Transport and Allied Workers' Union of South Africa (TAWU)

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

1. SCOPE OF APPLICATION

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

- (c) in the A Area, which consists of the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding those portions of the Magisterial Districts of Boksburg and Brakpan which, prior to the publication of Government Notice No. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. R. 498 and R. 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R. 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972 (Government Notices Nos. R. 1105 and R. 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein

(including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; and

(d) in the B Area, which consists of the rest of the Republic of South Africa, excluding the Magisterial Districts specified in paragraph (c).

(2) Notwithstanding the provisions of clause 1(a), the terms of this Agreement shall not apply to non-parties in respect of clauses 1(1)(b) and 2.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 28 February 2013.

2A. TERMS AND CONDITIONS

A separate Agency Shop Agreement in terms of section 25 of the Labour Relations Act (the Act) is hereby agreed to and the provisions of the Act shall apply to the Agency Shop Agreement. The object of the Agency Shop Agreement is to ensure that all employees and employers who receive the benefits of collective bargaining contribute towards its costs.

The Agency Shop Agreement shall be subject to the respective parties being representative, as required by section 25 of the Act, of employees or employers

who are covered by the Main Collective Agreement of the NBCRFI as verified by the Department of Labour from time to time. Accordingly, the application of the Agency Shop Agreement to either of the parties shall be subject to that party being representative.

3. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to the singular shall include the plural and vice versa, any reference to any gender shall include the opposite gender, any reference to an Act shall include any amendment to such Act and further, unless inconsistent with the context -

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995);

"Agency Shop Levy" means the fee set out in clause 4 of this Agreement;

"Council" means the National Bargaining Council for the Road Freight Industry;

"day", for the purposes of calculating a night-shift allowance, means a period of 24 hours from midnight to midnight, and in the case of a normal working day or of an employee who works shifts, it means a period of 24 hours reckoned from the time work commences;

"employer" means any person whomsoever who employs or provides work for any other person and who remunerates or expressly or tacitly undertakes to remunerate him or who, subject to section 3 of the Act, permits any other person whomsoever in any manner to assist him in the carrying on or

conducting of his business or undertaking and "employ" has a corresponding meaning;

"employment" has the meaning set out in clause 20(7) of the Main Collective Agreement;

"establishment" means any premises on or in connection with which one or more employees are employed in the Road Freight Industry;

"law" includes the common law;

"month" means a calendar month, which is one of the 12 named periods into which a year is divided;

"monthly wage" means an employee's weekly wage multiplied by four and a third;

"Road Freight Industry" or **"Industry"** means the Industry in which employers and employees are associated for the carrying on of one or more of the following activities for hire or reward:

- (i) The transportation of goods by means of motor transport;
- (ii) the storage of goods, including the receiving, opening, unpacking, packing, despatching and clearing or accounting for of goods where these activities are ancillary or incidental to paragraph (i); and
- (iii) the hiring out by temporary employment services of employees for activities or operations which ordinarily or naturally fall within the transportation of goods, irrespective of the class of undertaking, industry, trade or occupation in which the client is engaged as an employer; but

"transportation of goods" does not include the following:

- (aa) The undertakings, industries, trades or occupations in respect of which the Transnet Industrial Council was registered on 2 October 1991; the interests in respect of which that Council was registered being the undertakings, industries, trades or occupations of Transnet Ltd as engaged in by Spoomet, South African Airways, Autonet, Portnet, Transnet, Transwork, Promat and Protekon, or any other business, undertaking, industry, trade, occupation, unit, department or section of Transnet Ltd;
- (ab) the Motor Ferry Industry, which means the industry in which employers and employees are associated for the transportation of motor vehicles by road, sea or rail, between vehicle manufacturers and motor dealerships;

"temporary employee of a temporary employment service" means a temporary employee of a temporary employment service referred to in clause 18(1) of the Main Collective Agreement;

"temporary employment service" means any person who, for reward, procures for or provides to a client other persons who -

- (a) render services to or perform work for the client; and
- (b) are remunerated by the temporary employment service;

"wage" means the amount of money payable to an employee as a basic wage in terms of clause 7 of the Main Collective Agreement in respect of his ordinary hours of work as prescribed in clause 5(1) of the said Agreement and excludes any bonus: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work a larger amount than that prescribed in clause 7, it means such larger amount;

"wage register" means the record required to be kept by an employer in terms of clause 42 of the Main Collective Agreement;

"working day" means any period of ordinary hours of work and overtime, as defined, and any meal intervals and rest intervals referred to in clause 5(2) and (3), respectively, of the Main Collective Agreement falling within a single 24-hour cycle and shall be deemed to commence at the time at which an employee commences work during such cycle;

"year", in respect of an employee, means any period of employment in the Industry extending over a period of 252 completed shifts.

(2) The Council shall be the body responsible for the administration of this Agreement and it may, for the guidance of employers and employees, issue interpretations and rulings not inconsistent with the provisions hereof or of the Act.

4. AGENCY SHOP LEVY

4.1 EMPLOYEES

4.1.1 An Agency Shop Agreement in terms of section 25 of the Labour Relations Act is hereby introduced and the provisions of the Act shall prevail. The object of this Agreement is to ensure that all employees who receive the benefits of collective bargaining contribute towards its costs.

4.1.2 Subject to provisions of this clause a levy, to be known as an Agency Shop Levy, shall be deducted by employers from the wages of all employees who are employed in the Industry on scheduled activities covered by the National Bargaining Council for

scheduled activities covered by the National Bargaining Council for the Road Freight Industry Main Collective Agreement and who are not members of a trade union which is a party trade union to the Council.

- 4.1.3 Any existing agency shop agreement at company level shall be superseded by this Agreement.
- 4.1.4 The Agency Shop Levy applicable to non-party employees shall be equivalent to 1% (one per cent) of the employees' weekly wage.
- 4.1.5 An employer shall effect payment of the amount due in terms of clause 4.1.4 at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg, and shall also submit to the Secretary of the Council at the same address, by not later than the 20th day of each month, a monthly return (Annexure D to the Main Collective Agreement), with the particulars in the form specified by the Council for this purpose, including each employee's full names, surname, date of birth and identification number.
- 4.1.6. The Secretary of the Council shall deposit all moneys received in terms of clause 4.1.5 into a bank account administered by the Council.
- 4.1.7 The Secretary of the Council shall, within seven (7) days of receipt of moneys in terms of clause 4.1.6 above, transmit to the trade unions which are party to the Council, in proportion to the number of members of each trade union, the Agency Shop Levies received by the Council during the preceding month and the unions shall, on

receipt, pay such amounts into a separate account administered by the respective unions.

- 4.1.8 The levy may not be used –
 - 4.1.8.1 to pay an affiliation fee to a political party;
 - 4.1.8.2 to make a contribution in cash or in kind to a political party or to a person standing for election to any political office; or
 - 4.1.8.3 for any expenditure that does not advance or protect the socio-economic interests of employees.
- 4.1.9 Once the Agency Shop Agreement has been implemented, any subsequent change in the Agency Shop Levy shall only be effected when parties to the Council reach an agreement which is subsequently promulgated and extended to non-parties.
- 4.1.10 The Agency Shop Levy shall be deducted by an employer for as long as the party unions remain representative, as required by section 25 of the Act, of the employees in the Industry covered by this Agreement provided that an employer shall cease to make the Agency Shop Levy deduction only upon withdrawal of the Agency Shop Agreement by the Minister in terms of section 32 of the Act.
- 4.1.11 Employees who are not members of the trade unions party to this Agreement are not compelled by the Agency Shop Agreement to become members of those trade unions.
- 4.1.12 The provisions of sections 98 and 100(b) and (c) of the Act apply, read with the changes required by the context, to the separate accounts referred to in clause 4.1.7.

4.2 EMPLOYERS

It is agreed that the Agency Shop Agreement contain clauses to the following effect in relation to employers and employers' organisations:

- 4.2.1 Every employer who is not a member of an employer's organisation party to the Council (a non-party employer) and who is engaged in the Industry as defined, shall pay a monthly collective bargaining levy to the Council in an amount calculated in terms of clause 4.2.2.
- 4.2.2 The employers' organisation/s shall charge all operators and temporary employment services a collective bargaining levy of R2 400,00 per annum, collected monthly at R200,00 per month: Provided that such amount does not exceed the minimum monthly membership fee that is levied by such employers' organisation.
- 4.2.3 Every non-party employer shall effect payment of the amount due in terms of clause 4.2.2 at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg, and shall also submit to the Secretary of the Council at the same address, by not later than the 20th day of each month, a monthly return (Annexure D to the Main Collective Agreement), with particulars in the form specified by the Council for this purpose, including each employee's full names, surname, date of birth and identification number.

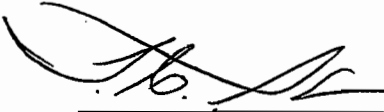

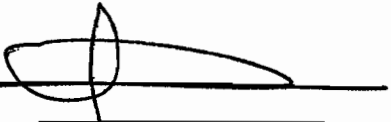
- 4.2.4 The Secretary of the Council shall within seven (7) days of receipt of the moneys referred to in clause 4.2.3 above, transmit to the employers' organisations, which are party to the Council in proportion to the number of employees that each employers' organisation represents, the collective bargaining levies received by the Council during the preceding month and the employer shall, on receipt, pay such amounts into a separate account administered by the respective employers' organisations.
- 4.2.5 The levy may not be used –
- 4.2.5.1 to pay an affiliation fee to a political party;
- 4.2.5.2 to make a contribution in cash or in kind to a political party or to a person standing for election to a political office; or
- 4.2.5.3 for any expenditure that does not advance or protect the socio-economic interests of their members.
- 4.2.6 The provisions of sections 98 and 100(b) and (c) of the Act apply, read with the changes required by the context, to the separate accounts referred to in clause 4.2.3.
- 4.2.7 Applications by non-parties for exemption from any or all of the provisions of this Agreement shall comply with the requirements prescribed by the Council's Exemptions and Dispute Resolution Collective Agreement published under Government Notice No. R. 1143 of 7 December 2007, as amended and extended from time to time.

The Independent Body established by the Council in terms of section 32 of the Act shall consider appeals against the refusal by the Council's Exemption Body to grant exemption.

4.2.8 Disputes about the interpretation, application or enforcement of this Agreement shall be resolved in accordance with the procedure prescribed by section 24 of the Act.

Signed at Johannesburg, for and on behalf of the parties to the Council,

this 17th day of OCTOBER 2008.

		
T.C. SHORT Chairman of the Council	J.J. DUBE Vice-Chairman of the Council	J. LETSWALO Secretary of the Council

No. R. 1324

12 December 2008

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN):
EXTENSION OF AMENDMENT OF
COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Building Industry (Bloemfontein)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from **22 December 2008** and for the period ending 31 October 2009.

**MMS MDLADLANA
MINISTER OF LABOUR**

No. R. 1324

12 Desember 2008

WET OP ARBEIDSVERHOUDINGE, 1995**BEDINGINGSRAAD VIR DIE BOUNYWERHEID (BLOEMFONTEIN):
UITBREIDING VAN WYSIGING VAN
KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn, en wat in die **Bedingingsraad vir die Bounywerheid (Bloemfontein)** aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van **22 Desember 2008** en vir die tydperk wat op 31 Oktober 2009 eindig.

MMS MDLADLANA
MINISTER VAN ARBEID

SCHEDULE

BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)

COLLECTIVE AGREEMENT

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

Master Builders' and Allied Trades Association (Free State) (MBA (FS))

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

Amalgamated Union of Building Trade Workers of South Africa (AUBTW)

Noordelike Bouwerkersvakbond (NBV), and

National Union of Mine Workers (NUM)

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

1: SCOPE OF APPLICATION

- (1) The terms and conditions of the Agreement shall be observed-
 - (a) in the Magisterial District of Bloemfontein;
 - (b) by all employers who are members of the employers' organisation and by all employees who are members of the trade union(s);
 - (c) by all employers and employees to whom the Minister of Labour may extend this Agreement;
 - (d) by all employers and employees who are directly or indirectly involved in the Building Industry.
- (2) Notwithstanding the provisions of sub-clause (1) the terms of this Agreement shall apply to-
 - (a) apprentices only in so far as the terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981 and the Skills Development Act, 1998, in so far as the terms are not inconsistent with the provisions of that Act or any conditions fixed thereunder;
 - (c) working partners, directors and owners of a building-related business.
- (3) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall not apply to-
 - (a) clerical and administrative employees;
 - (b) university students and graduates in Building Science and to construction supervisors, construction surveyors, architects and other persons doing practical work in the completion of their academic training;
 - (c) casual employees as defined in clause 3;
 - (d) non-parties in respect of clause 1 (1) (b) and 2.
 - (e)

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 October 2009.

Substitute Clause 8(1) (a-c) (2) (a, b and c) for the following:-

3. 8: REMUNERATION

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

	Cents per hour
(i) Artisans	24.15
(ii) General workers	11.54

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

- (a) The increase for general workers shall be R2.01 per hour. The "across the board" increase for all other categories shall be 9% of the actual wage. Nobody shall receive less than the minimum prescribed wage.

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

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

Employers	Per week						
	A	B	C	D	E	F	G
	R	R	R	R	R	R	R
All employees earning R11.54 up to and including R13.46 ph	56.80	83.20	2.40	-	0.45	0.49	143.34
All employees earning R13.47 up to and including R16.42 ph	66.00	96.80	2.40	-	0.45	0.49	166.14
All employees earning R16.43 up to and including R19.34 ph	80.40	118.40	2.40	-	0.45	0.49	202.14
All employees earning R19.35 up to and including R24.14 ph	94.80	139.20	2.40	-	0.45	0.49	237.34
All employees earning R24.15 up to and including R27.03 ph	118.40	173.60	2.40	1.75	0.45	0.49	297.09
All employees earning R27.04 and more ph	132.40	194.40	2.40	1.75	0.45	0.49	331.89

- (b) Except in respect of a casual employee who works for an employer for less than four weeks, every employer shall deduct each week from the remuneration due to each

employee, as stipulated below, the amount prescribed in Column E hereunder: Provided that such sum shall be allocated as set out hereunder:

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

Employers	Per week				
	A	B	C	D	E
	R	R	R	R	R
All employees earning R11.54 up to and including R13.46 ph	56.80	83.20	0.20	-	140.20
All employees earning R13.47 up to and including R16.42 ph	66.00	96.80	0.20	-	163.00
All employees earning R16.43 up to and including R19.34 ph	80.40	118.40	0.20	-	199.00
All employees earning R19.35 up to and including R24.14 ph	94.80	139.20	0.20	-	234.20
All employees earning R24.15 up to and including R27.03 ph	118.40	173.60	0.20	1.75	293.95
All employees earning R27.04 and more ph	132.40	194.40	0.20	1.75	328.75

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

- (i) Holiday Fund Column A
- (ii) Provident Fund Contributions Column B
- (iii) TOTAL SUM Column C

Employers	Per hour		
	A	B	C
	C	C	C
All employees earning R11.54 up to and including R13.46 ph	1.42	1.04	2.46
All employees earning R13.47 up to and including R16.42 ph	1.65	1.21	2.86
All employees earning R16.43 up to and including R19.34 ph	2.01	1.48	3.49
All employees earning R19.35 up to and including R24.14 ph	2.37	1.74	4.11
All employees earning R24.15 up to and including R27.03 ph	2.96	2.17	5.13
All employees earning R27.04 and more	3.31	2.43	5.74

Substitute Clause 8 sub-clause 5(a) for the following

5. **Allowances:** (a) An employee who is required to work away from his/her residence and who cannot return home after each working day, shall be paid a living away allowance of R22.00 per day in respect of each night spent away from his residence.

Thus done and signed at Bloemfontein on this 08th day of September 2008 for and on behalf of the Bargaining Council for the Building Industry (Bloemfontein).



.....
E T KOJI
CHAIRPERSON



.....
C J BOTHA
COUNCIL MEMBER



.....
A C M VAN VUUREN
SECRETARY
