

# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID-AFRIKA

*Regulation Gazette*

**No. 9342**

*Regulasiekoerant*

**Vol. 544**

Pretoria, 29 October 2010  
Oktober

**No. 33678**

**IMPORTANT NOTICE**

The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.

Furthermore the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.

**CONTENTS****INHOUD**

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
<b>GOVERNMENT NOTICES</b>			<b>GOEWERMENTSKENNISGEWINGS</b>		
<b>Agriculture, Forestry and Fisheries, Department of</b>			<b>Arbeid, Departement van</b>		
<i>Government Notices</i>			<i>Goewermentskennisgewings</i>		
R. 959			R. 963		
Marketing of Agricultural Products Act (47/1996): Establishment of statutory measure: Records and returns by processors and producers of fresh mango fruit .....	4	33678	Wet op Arbeidsverhoudinge (66/1995): Bounywerheid Bedingsraad (Kaap die Goeie Hoop): Verlenging van tydperk van Kollektiewe Ooreenkoms .....	43	33678
R. 960			R. 964		
do.: do.: Registration of certain persons in respect of fresh mangoes intended for processing .....	12	33678	do.: Intrekking van Goewermentskennisgewings: Meubel Nywerhede Bedingsraad: Kollektiewe Ooreenkoms .....	44	33678
R. 961			R. 965		
do.: Establishment of statutory measure and determination of guideline prices: Levy on fresh mango fruit intended for processing .....	22	33678	do.: Meubel Nywerhede Bedingsraad: Uitbreiding na Nie-partye van Kollektiewe Herbekragtigings- en Wysigingsooreenkoms .....	45	33678
<b>Energy, Department of</b>			<b>Energie, Departement van</b>		
<i>Government Notice</i>			<i>Goewermentskennisgewing</i>		
R. 962			R. 962		
National Nuclear Regulator Act (47/1999): Invitation for the public to comment on proposed Draft Regulations on Development in the Formal Emergency Planning Zone of the Koeberg Nuclear Power Station to ensure effective implementation of the Koeberg Nuclear Emergency Plan.....	34	33678	National Nuclear Regulator Act (47/1999): Invitation for the public to comment on proposed Draft Regulations on Development in the Formal Emergency Planning Zone of the Koeberg Nuclear Power Station to ensure effective implementation of the Koeberg Nuclear Emergency Plan.....	34	33678
<b>Labour, Department of</b>			<b>Landbou, Bosbou en Visserye, Departement van</b>		
<i>Government Notices</i>			<i>Goewermentskennisgewings</i>		
R. 963			R. 959		
Labour Relations Act (66/1995): Building Industry Bargaining Council (Cape of Good Hope): Extension of period of operation of Collective Agreement .....	42	33678	Wet op die Bemaking van Landbouprodukte (47/1996): Instelling van statutêre maatreël: Aantekeninge en opgawes met betrekking tot werkers en produseerders van vars mangovrugte .....	8	33678
R. 964			R. 960		
do.: Cancellation of Government Notices: Furniture Bargaining Council: Collective Agreement .....	44	33678	do.: do.: Registrasie van sekere persone met betrekking tot vars mangovrugte bedoel vir verwerking .....	17	33678
R. 965			R. 961		
do.: Furniture Bargaining Council: Extension of Non-parties of the Collective Re-enacting and Amending Agreement.....	45	33678	do.: Instelling van statutêre maatreëls en bepaling van riglyn pryse: Heffing op vars mangos bedoel vir verwerking .....	28	33678
<b>South African Revenue Service</b>			<b>Suid-Afrikaanse Inkomstediens</b>		
<i>Government Notice</i>			<i>Goewermentskennisgewing</i>		
R. 966			R. 966		
Customs and Excise Act (91/1964): Amendment of Rules (DAR/75) .....	64	33678	Customs and Excise Act (91/1964): Amendment of Rules (DAR/75) .....	64	33678

**IMPORTANT ANNOUNCEMENT**

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

**2010**

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

- ▶ **23 September**, Thursday, for the issue of Friday **1 October 2010**
- ▶ **9 December**, Thursday, for the issue of Friday **17 December 2010**
- ▶ **15 December**, Wednesday, for the issue of Friday **24 December 2010**
- ▶ **21 December**, Tuesday, for the issue of Friday **31 December 2010**
- ▶ **30 December**, Thursday, for the issue of Friday **7 January 2011**

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**

**2010**

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

- ▶ **23 September**, Donderdag, vir die uitgawe van Vrydag **1 Oktober 2010**
- ▶ **9 Desember**, Donderdag, vir die uitgawe van Vrydag **17 Desember 2010**
- ▶ **15 Desember**, Woensdag, vir die uitgawe van Vrydag **24 Desember 2010**
- ▶ **21 Desember**, Dinsdag, vir die uitgawe van Vrydag **31 Desember 2010**
- ▶ **30 Desember**, Donderdag, vir die uitgawe van Vrydag **7 Januarie 2011**

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 AGRICULTURE, FORESTRY AND FISHERIES**  
**DEPARTEMENT VAN LANDBOU, BOSBOU EN VISSERYE**

**No. 959**

**29 October 2010**

**MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996**  
**(ACT No. 47 OF 1996)**

**ESTABLISHMENT OF STATUTORY MEASURE: RECORDS AND  
RETURNS BY PROCESSORS AND PRODUCERS OF FRESH MANGO  
FRUIT**

I, TINA JOEMAT-PETTERSSON, Minister for Agriculture, Forestry & Fisheries, acting under sections 13 and 18 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996), hereby establish the statutory measure set out in the attached Schedule.

**TINA JOEMAT-PETTERSSON,**  
Minister of Agriculture, Forestry and Fisheries.

## SCHEDULE

### Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Act shall have that meaning, and unless the context otherwise indicates –

“Subtrop” refers to the Subtropical Growers’ Association of South Africa, an association of associations that manages the affairs of the South African Mango Growers’ Association (SAMGA);

“processor” means a person or entity that collects and process mangoes, and includes a producer that process mangoes on his own behalf or on behalf of other producers;

“process” refers to the action of converting fresh green or ripe mangoes into a processed product (that include but is not limited to juice, achar, dried or canned mangoes, and mangoes that is used in commercial fruit salad production);

“producer” means a grower of mango fruit;

“mango fruit” refers to fresh fruit, including green (immature) and ripe fruit;  
and

“the Act” means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996).

**Purpose and aims of statutory measure and the relation thereof to the objectives of the Act.**

2. The purpose and aims of this statutory measure is to compel the parties set out herein to render records and returns to SAMGA. This is necessary to ensure that the amount of levies paid by producers correlate with the total of fresh mango fruit processed. By imposing the keeping of records with the rendering of returns on an individual basis, this information can be correlated to ensure that all producers are actually paying what they are supposed to.

The measure will be administered by Subtrop, an association of associations managing the affairs of SAMGA.

**Products to which statutory measure applies**

3. This statutory measure shall apply to all fresh mango fruit destined for processing.

**Area in which measure shall apply**

4. This measure shall apply within the geographical area of the Republic of South Africa.

**Records to be kept and returns to be rendered**

5. (1) All processors and all producers shall keep such records and render the returns relating to processed mango fruit produced, received, sold, processed or otherwise utilized.

- (2) The records referred to in subclause (1) shall –
- (a) be recorded on a computer or with ink in a book
  - (b) be kept at the registered premises of the person required to keep it for a period of at least three years.
- (3) The returns referred to in subclause (1) and (2) shall be rendered electronically, or on a form, obtainable free of charge for this purpose from SAMGA, within 30 (thirty) days after the end of each calendar month and shall –
- (a) be submitted, when forwarded by post, to –  
SAMGA  
P.O. Box 866  
Tzaneen  
0850
  - (b) when delivered by hand, be delivered to –  
Subtrop  
Prosperitas building 1A  
27 Peace Street  
Tzaneen, Limpopo
  - (c) when sent by telefax, be addressed to –  
015 307 6792
  - (d) when sent electronically, be addressed to –

#### **Commencement and period of validity**

6. This statutory measure shall come into operation on the date of publication hereof and shall lapse on 31 December 2014.

**No. 959**

**29 Oktober 2010**

**WET OP DIE BEMARKING VAN LANDBOUPRODUKTE, 1996  
(WET No. 47 VAN 1996)**

**INSTELLING VAN STATUTÊRE MAATREËL: AANTEKENINGE EN OPGAWES  
MET BETREKKING TOT VERWERKERS EN PRODUSEERDERS VAN VARS  
MANGOVRUGTE**

Ek, TINA JOEMAT-PETTERSSON, Minister van Landbou, Bosbou en Visserye, handelende kragtens artikels 13 en 18 van die Wet op die Bemarking van Landbouprodukte, 1996 (Wet No. 47 van 1996), stel hiermee die statutêre maatreël in soos in die Bylae uiteengesit IS.

**TINA JOEMAT-PETTERSSON,**  
Minister van Landbou, Bosbou en Visserye.



**BYLAE****WoordomskrywingS**

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken –

“die Wet” die Wet op die Bemarking van Landbouprodukte, 1996 (Wet No. 47 van 1996);

“produsent” 'n persoon wat mangovrugte produseer;

“Subtrop” verwys na die Subtropiese kwekersvereniging van Suid Afrika, 'n vereniging van verenigings wat die sake van die Suid Afrikaanse Mango Kwekersvereniging (SAMKV) behartig;

“verwerker” 'n persoon wat vars mangoes inneem en verwerk, en sluit 'n produsent in wat self of namens ander produsente mangovrugte verwerk;

“verwerk” verwys na enige aksie wat vars groen of ryp mangoes prosessee tot 'n verwerkte produk (wat sap, achar, gedroogde of ingelegde mangoes en mangoes wat verwerk word tot vrugteslaaie vir kommersiële verkope, insluit);

“mangovrugte” verwys na vars mangovrugte, insluitende groen (onvolwasse) en ryp vrugte.

**Doel en doelwitte van statutêre maatreël en verband met oogmerke van die Wet**

2. Die doel en doelwitte van die statutêre maatreël is om die partye hierin uiteengesit te verplig om aantekeninge te hou en opgawes aan SAMKV te verstrek. Dit is noodsaaklik om te verseker dat die heffingsbedrag betaalbaar deur produseerders ooreenstem met die hoeveelheid vars mango vrugte verwerk. Deur die verpligte verskaffing van die maandelikse opgawes op 'n individuele basis, kan verseker word dat alle produsente werklik betaal wat hulle veronderstel is om te betaal.

Die statutêre maatreël sal deur die Subtrop administreer word, 'n organisasie van organisasies wat SAMKV se sake bestuur.

**Produk waarop statutêre maatreël van toepassing is**

3. Hierdie statutêre maatreël is van toepassing op alle vars mango vrugte bestem vir verwerking.

**Gebied waarin statutêre maatreël van toepassing is**

4. Hierdie statutêre maatreël is in die geografiese gebied van die Republiek van Suid-Afrika van toepassing.

**Aantekeninge en opgawes wat verstrek moet word**

5. (1) Elke vewerker en produsent van mangovrugte moet aantekeninge en opgawes hou in verband met mangovrugte wat geproduseer, ontvang, verkoop, verwerk of andersins hanteer is.
- (2) Die aantekeninge genoem in subklousules (1) moet –
- (a) aangeteken word op 'n rekenaar of met ink in 'n boek; en
- (b) by die perseel van die persoon van wie vereis word om dit te hou, gehou word vir 'n tydperk van ten minste drie jaar.
- (3) Die opgawes genoem in subklousules (1) en (2) moet binne dertig (30) dae na die einde van die kalender maand verskaf word op die vorms wat gratis by SAMKV verkrygbaar is en sal –
- (a) wanneer dit per pos gestuur word, geadresseer word aan:  
SAMKV  
Posbus 866  
Tzaneen  
0850
- (b) wanneer per hand afgelewer, afgelewer word by:  
Subtrop  
Prosperitas gebou 1A  
27 Peace Straat  
Tzaneen, Limpopo
- (c) wanneer per telefax gestuur word, gestuur word na:  
015 307 6792

**No. 960****29 October 2010**

**MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996  
(ACT No. 47 OF 1996)**

**ESTABLISHMENT OF STATUTORY MEASURE: REGISTRATION OF CERTAIN  
PERSONS IN RESPECT OF FRESH MANGOES INTENDED FOR  
PROCESSING**

I, TINA JOEMAT-PETTERSSON, Minister for Agriculture, Forestry & Fisheries, acting under sections 13 and 19 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996), hereby establish the statutory measure set out in the attached Schedule.

**TINA JOEMAT-PETTERSSON,**  
Minister of Agriculture, Forestry & Fisheries.

## SCHEDULE

### Definitions

1. In this Schedule, any word or expression to which a meaning has been assigned in the Act shall have that meaning, and unless the context otherwise indicates -

“Subtrop” refers to the Subtropical Growers’ Association of South Africa, an association of associations that manage the affairs of the South African Mango Growers’ Association (SAMGA).

“processor” means a person or entity that collects and process mangoes, and includes a producer that process mangoes on his own behalf or on behalf of other producers;

“process” refers to the action of converting fresh green or ripe mangoes into a processed product (that include but is not limited to juice, achar, dried or canned mangoes, and mangoes that is used in commercial fruit salad production);

“mango fruit” refers to fresh fruit, including green (immature) and ripe fruit;

“producer” means a grower of mango fruit; and

“the Act” means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996).

**Purpose and aims of the statutory measure and the relation thereof to the objectives of the Act**

2. The purpose and aim of this statutory measure is to compel the parties defined herein to register with and pay a levy to SAMGA. Registration is necessary to ensure the levy instated on fresh mango fruit destined for processing can be collected. By combining registration with the compulsory provision of information and the keeping of records on the fruit intake of an individual processor, market information for the whole industry can be coordinated to ensure accurate collection of levies.

The measure will not be detrimental to the number of employment opportunities or fair labour practice and will only affect the role players in the mango industry.

The measure will be administered by Subtrop.

**Product to which statutory measure applies**

3. This statutory measure shall apply to all fresh mango fruit destined for processing.

**Area in which statutory measure shall apply**

4. This statutory measure shall apply within the geographical area of the Republic of South Africa.

**Registration of parties concerned**

5. All processors and all producers shall register with SAMGA.

**Application for registration**

6. Application for registration shall –
- (a) be made within 30 days of the commencement of this statutory measure, and in the case of a person becoming a party as contemplated in clause 5 after such date of commencement, within 30 days of becoming such a party;
  - (b) be made on the application form obtainable free of charge from SAMGA.
  - (c) Be submitted, when forwarded by post, to –
    - SAMGA
    - P.O. Box 866
    - Tzaneen
    - 0850
  - (d) when delivered by hand, be delivered to –
    - Subtrop
    - Prosperitas building 1A
    - 27 Peace Street
    - Tzaneen, Limpopo
  - (e) if sent by telefax, be addressed to –
    - 015 307 6792

- (f) when sent electronically, be addressed to –  
[info@subtrop.co.za](mailto:info@subtrop.co.za)

**Commencement and period of validity**

7. This statutory measure shall come into operation on the date of publication hereof and shall lapse on 31 December 2014.



No. 960

29 Oktober 2010

**WET OP DIE BEMARKING VAN LANDBOUPRODUKTE, 1996**  
**(WET No. 47 VAN 1996)**

**INSTELLING VAN STATUTêRE MAATREËL: REGISTRASIE VAN SEKERE  
PERSONE MET BETREKKING TOT VARS MANGOVrugTE BEDOEL VIR  
VERWERKING**

Ek, TINA JOEMAT-PETTERSSON, Minister van Landbou, Bosbou en Visserye, handelende kragtens artikels 13 en 19 van die Wet op die Bemarking van Landbouprodukte, 1996 (Wet No. 47 van 1996) stel hiermee die statutêre maatreël in soos in die aangehegte Bylae uiteengesit is.

**TINA JOEMAT-PETTERSSON,**  
Minister van Landbou, Bosbou en Visserye.

**BYLAE****Woordomskrywings**

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken –

“die Wet” die Wet op die Bemaking van Landbouprodukte, 1996 (Wet No. 47 van 1996);

“produsent” ‘n produsent van mangovrugte;

“Subtrop” verwys na die Subtropiese Kwekersvereniging van Suid Afrika, ‘n vereniging van verenigings wat die sake van die Suid Afrikaanse Mango Kwekersvereniging (SAMKV) behartig;

“verwerker” ‘n persoon wat vars mangoes inneem en verwerk, en sluit ‘n produsent in wat self of namens ander produsente mangovrugte verwerk;

“verwerk” verwys na enige aksie wat vars groen of ryp mangoes prosesseeer tot ‘n verwerkte produk (wat sap, achar, gedroogde of ingelegde mangoes en mangoes wat verwerk word tot vrugteslaaie vir kommersiële verkope, insluit); en

“mangovrugte” verwys na vars mangovrugte, insluitende groen (onvolwasse) en ryp vrugte.

**Doel en doelwitte van die statutêre maatreël en die verband daarvan met die oogmerke van die Wet**

2. Die doel en doelwitte van die statutêre maatreël is om die partye hierin uiteengesit te verplig om by SAMKV te registreer en om die heffing te betaal. Registrasie is noodsaaklik ten einde te verseker dat die heffing ingestel op vars mangovrugte bedoel vir verwerking, ingevorder kan word. Deur registrasie, van verwerkers op 'n individuele basis, te kombineer met die verpligte verskaffing van inligting en die aantekeninge van opgawes, ten opsigte van hul vrugte inname, kan markinligting vir die hele bedryf gekoördineer word en kan die ordelike invordering van die heffing bevorder word.

Hierdie statutêre maatreël sal nie die aantal werksgeleenthede of billike werkspraktyke in die bedryf benadeel nie en sal slegs die rolspelers in die mangobedryf raak.

Die statutêre maatreël sal deur Subtrop geadministreer word.

**Produk waarop statutêre maatreël van toepassing is**

3. Hierdie statutêre maatreël is van toepassing op alle vars mangovrugte bestem vir verwerking.

**Gebied waarin statutêre maatreël van toepassing is**

4. Hierdie statutêre maatreël is in die geografiese gebied van die Republiek van Suid-Afrika van toepassing.

## Registrasie van partye betrokke

5. Alle verwerkers en produsente sal by SAMKV registreer.

## Aansoek vir registrasie

6. Aansoek vir registrasie sal –

- (a) binne 30 dae gemaak word sedert inwerkingtreding van hierdie statutêre maatreël, en indien 'n persoon 'n rolspeler word soos in klousule 5 uiteengesit, binne 30 dae vanaf daardie datum.
- (b) sal op die aansoekvorm wat gratis by die SAMKV verkrygbaar is, gedoen word.
- (c) wanneer per pos gestuur, geadreseer wees aan –  
SAMKV  
Posbus 866  
Tzaneen  
0850
- (d) wanneer per hand afgelewer, afgelewer word by:  
Subtrop  
Prosperitas gebou 1A  
27 Peace Straat  
Tzaneen, Limpopo
- (e) wanneer dit per telefaks gestuur word, gestuur word na:  
015 307 6792

- (f) wanneer elektronies gestuur, versend word na:  
[info@subtrop.co.za](mailto:info@subtrop.co.za)

### **Inwerkingtreding en tydperk van geldigheid**

7. Hierdie statutêre maatreël tree in werking op die datum van publikasie hiervan en sal op 31 Desember 2014 verval.

**No. 961****29 October 2010****MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996****(ACT No. 47 OF 1996)****ESTABLISHMENT OF STATUTORY MEASURE AND DETERMINATION OF  
GUIDELINE PRICES: LEVY ON FRESH MANGO FRUIT INTENDED FOR  
PROCESSING**

I, TINA JOEMAT-PETTERSSON, Minister for Agriculture, Forestry and Fisheries acting under sections 13 and 15 of the Marketing of Agricultural Products Act, 1996 (Act No 47 of 1996), hereby –

- (a) establish the statutory measure set out in the Schedule; and
- (b) determine that the guideline price for fresh mangoes intended for processing shall be R1 375.25/ton.

**TINA JOEMAT-PETTERSSON,**  
Minister for Agriculture, Forestry and Fisheries.

## SCHEDULE

### Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Act shall have that meaning, and unless the context otherwise indicates –

“Subtrop” refers to the Subtropical Growers’ Association of South Africa, an association of associations that manages the affairs of the South African Mango Growers’ Association (SAMGA).

“processor” means a person or entity that collects and process mangoes, and includes a producer that process mangoes on his own behalf or on behalf of other producers;

“process” refers to the action of converting fresh green or ripe mangoes into a processed product (that include but is not limited to juice, achar, dried or canned mangoes, and mangoes that is used in commercial fruit salad production)

“mango fruit” refers to fresh fruit, including green (immature) and ripe fruit.

“the Act” means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996).

### **Purpose and aims of statutory measure and the relation thereof to the objectives of the Act**

2. The purpose and aim of this statutory measure is to compel the parties defined herein to register with and pay a levy to SAMGA. Registration is necessary to ensure the levy instated on fresh mango fruit destined for

processing can be collected. By combining registration with the statutory provision of individual processor fruit intake information, market information for the whole industry can be coordinated to ensure accurate collection of levies. The levy is needed by SAMGA for the funding of production research and development, plant improvement, information and statistics, as well as the transformation of the mango sector.

The measure will not be detrimental to the number of employment opportunities or fair labour practice and will only affect the role players in the mango industry.

The measure will be administered by Subtrop, an association of associations managing the affairs of SAMGA.

#### **Product to which statutory measure applies**

3. This statutory measure shall apply to all fresh mango fruit destined for processing.

#### **Area in which statutory measure shall apply**

4. This statutory measure shall apply within the geographical area of the Republic of South Africa.

#### **Imposition of levy**

5. A levy is hereby imposed on the processing of fresh mango fruit.



**Amount of levy**

6. The amount of the levy shall be 3 cents per kg fresh fruit (R30 per ton fresh fruit).

**Persons by whom and to whom levy is payable**

7. The levy imposed in terms of clauses 5 and 6 shall be payable by processors in the manner set out in clause 8 below.

**Payment of levy**

8. (1) Payment of the levy must be made on behalf of a producer by the processors of mango fruit concerned: Provided that –
- (a) if the amount of the levy has been paid by the processor of the mango fruit concerned, he or she may deduct the amount thereof from any monies owed to the producer concerned or collect such amount from the producer concerned; and
  - (b) a processor shall be entitled to retain an administration fee of 1.5% of the levy thus deducted or collected in terms of subclause (1)(a) for his or her own account.

- (2) Payments shall be made no later than thirty days after the mango fruit had been approved for processing by means of a cheque or electronic transfer in favour of SAMGA, and shall –
- (a) when forwarded by post, be addressed to –  
SAMGA  
P.O. Box 866  
Tzaneen  
0850
  - (b) when delivered by hand, be delivered to –  
Subtrop  
Prosperitas building 1A  
27 Peace Street  
Tzaneen, Limpopo
  - (c) when electronically transferred, be transferred to –  
Mango Growers' Association  
Bank: ABSA Bank  
Branch: Tzaneen  
Branch number: 334349  
Account number: 1260720518

### **Use of levy**

9. The Minister approves that –
- (a) at least 70% of the levy funds should be used for the core business activities as identified by the industry e.g. research & development; market development en generic promotion.
  - (b) no more than 10% for administrative use; and

(c) approximately 20% be allocated towards transformation.

**Commencement and period of validity**

10. This statutory measure shall come into operation on the date of publication hereof and shall lapse on 31 December 2014.

No. 961

29 Oktober 2010

**WET OP DIE BEMARKING VAN LANDBOUPRODUKTE, 1996**  
**(WET No. 47 VAN 1996)**

**INSTELLING VAN STATUTÊRE MAATREËLS: EN BEPALING VAN RIGLYN**  
**PRYSE: HEFFING OP VARS MANGOES BEDOEL VIR VERWERKING**

Ek, TINA JOEMAT-PETTERSSON, Minister van Landbou, Bosbou en Visserye, stel hiermee in terme van artikels 13 en 15 van die Wet op die Bemarking van Landbou Produkte, 1996 (Wet Nr 47 van 1996), -

- (a) stel hierby die statutêre maatreël in soos in die aangehegte Bylae uiteengesit is ; en
- (b) bepaal hierby die riglynprys vir vars mangoes bestem vir prosessering, as R1 375.25/ton.

**TINA JOEMAT-PETTERSSON,**  
Minister van Landbou, Bosbou en Visserye.

## BYLAE

### Woordomskrywings

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken -

“die Wet” die Wet op die Bemarking van Landbouprodukte, 1996 (Wet No. 47 van 1996);

“produsent” 'n produsent van mangovrugte;

“Subtrop” verwys na die Subtropiese kwekersvereniging van Suid Afrika, 'n vereniging van verenigings wat die sake van die Suid Afrikaanse Mango Kwekersvereniging (SAMKV) behartig;

“verwerker” 'n persoon wat vars mangoes inneem en verwerk, en sluit 'n produsent in wat self of namens ander produsente mangovrugte verwerk;

“verwerk” verwys na enige aksie wat vars groen of ryp mangoes prosesseeer tot 'n verwerkte produk (wat sap, achar, gedroogde of ingelegde mangoes en mangoes wat verwerk word tot vrugteslaaie vir kommersiële verkope, insluit); en

“mangovrugte” verwys na vars mangovrugte, insluitende groen (onvolwasse) en ryp vrugte.

**Doel en doelwitte van statutêre maatreël en die verband daarvan met die oogmerke van die Wet**

2. Die doel en doelwitte van die statutêre maatreël is om die partye hierin uiteengesit te verplig om by SAMKV te registreer. Registrasie is noodsaaklik ten einde te verseker dat die heffing ingestel op vars mangovrugte bedoel vir verwerking ingevorder kan word. Deur registrasie te kombineer met die verpligte verskaffing en aantekeninge van opgawes op 'n individuele basis, kan markinligting vir die hele industrie gekoördineer word om ordelike versameling van die heffing te verseker.

Hierdie statutêre maatreël is nie nadelig vir die aantal werksgeleenthede of billike werkspraktyke in die bedryf nie en sal slegs die rolspelers in die mangobedryf raak.

Die statutêre maatreël sal deur die Subtrop geadministreer word, 'n organisasie van organisasies wat SAMKV se sake bestuur.

**Produk waarop statutêre maatreël van toepassing is**

3. Hierdie statutêre maatreël is van toepassing op alle vars mango vrugte bestem vir verwerking.

**Gebied waarin statutere maatreel van toepassing is**

4. Hierdie statutêre maatreël is in die geografiese gebied van die Republiek van Suid-Afrika van toepassing.

**Instel van 'n heffing**

5. 'n Heffing word hierby ingestel op die verwerking van vars mangovrugte.

**Bedrag van 'n heffing**

6. Die bedrag van die heffing sal 3 sent per kg vars vrugte beloop (R30 per ton vars vrugte)

**Persone deur wie en aan wie die heffing betaalbaar sal wees**

7. Die heffing interme van klousule 5 en 6 ingestel, sal deur verwerkers ingevolge klousule 8 betaalbaar wees.

**Betaling van heffing**

8. (1) Die betaling van die heffing is betaalbaar deur die verwerker namens die produsent van wie sodanige produk vir verwerking bekom is. Met inagneming dat –
- (a) as die bedrag van die heffing betaal is deur die betrokke verwerker, mag die verwerker die bedrag verskuldig aftrek van enige gelde betaalbaar aan die produsent of dit verhaal van die produsent betrokke.
  - (b) Die verwerker mag 'n administratiewe fooi van 1.5% van die heffing aftrek of kollekteer in terme van sub klousule (1)(a) vir sy eie rekening.

- (2) Betaling sal geskied deur nie later nie as dertig dae na die mango vrugte goedgekeur is vir verwerking by wyse van 'n tjek of elektroniese oorbetalings ten gunste van SAMKV, en sal –
- (a) wanneer deur die pos gestuur word geadresseer word aan:  
SAMKV  
Posbus 866  
Tzaneen  
0850
- (b) wanneer per hand afgelewer:  
SAMKV  
Prosperitas gebou 1A  
27 Peace Straat  
Tzaneen, Limpopo
- (c) wanneer elektronies oorgedra, betaal word in die volgende bank rekening:  
Mangokwekersvereniging  
Bank: ABSA Bank  
Tak: Tzaneen  
Tak no: 334349  
Rekening no. 1260720518

### **Gebruikmaking van heffing**

9. Die Minister keur goed dat -
- (a) ten minste 70% van die heffingsfondse moet vir aktiwiteite wat deur die bedryf geïdentifiseer is by navorsing & ontwikkeling, mark ontwikkeling en generiese bemerking, gebruik word;



- (b) nie meer as 10% vir administratiewe gebruik nie; en
- (c) ongeveer 20% moet vir transformasie gealokeer word.

### **Inwerkingtreding en periode van toepassing**

10. Hierdie statutêre maatreël sal in werking tree op die datum van publikasie hiervan en sal op 31 Desember 2014 verval.

**DEPARTMENT OF ENERGY  
DEPARTEMENT VAN ENERGIE**

No. 962

29 October 2010

**NATIONAL NUCLEAR REGULATOR ACT, 1999**

**INVITATION FOR THE PUBLIC TO COMMENT ON PROPOSED DRAFT  
REGULATIONS ON DEVELOPMENT IN THE FORMAL EMERGENCY  
PLANNING ZONE OF THE KOEBERG NUCLEAR POWER STATION TO  
ENSURE EFFECTIVE IMPLEMENTATION OF THE KOEBERG NUCLEAR  
EMERGENCY PLAN**

The Minister of Energy intends, under section 38(4) read with section 47 of the National Nuclear Regulator Act, 1999 (Act No.47 of 1999), to make the Regulations in the Schedule.

Interested persons are invited to submit their written comments on the proposed regulations to the Director-General of the Department of Energy, within 30 days of the date of publication of this notice by—

- (a) posting it to: Department of Energy, Private Bag X19, Arcadia, 0007;
- (b) delivering it by hand at: 75 Mentjies Street, Trevenna Office Campus, Sunnyside, Pretoria, 0007; or
- (c) e-mailing it to: [Ditebogo.Kgomo@energy.gov.za](mailto:Ditebogo.Kgomo@energy.gov.za).

Comments must be marked for the attention of Ms D. Kgomo.

Comments received after the closing date may not be considered.

**E D PETERS**

**MINISTER OF ENERGY**

## SCHEDULE

### Contents

1. Definitions
2. Purpose and scope of regulations
3. Requirements
4. Short title and commencement

### Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and unless the context otherwise indicates-

**“decommissioning”** means administrative and technical actions taken to allow the removal of all the regulatory controls from a facility (except for a repository which is closed and not decommissioned);

**“development”** means any construction, utilization of land, zoning or rezoning of land or the subdivision thereof, other than the predominant or permitted use in terms of existing applicable zoning schemes,; and includes any new enhancement of a right of use by way of a departure, an application for a guest accommodation or second dwelling unit, conditional or consent use, rezoning of land, the subdivision thereof, additional rights of use or changes to the relevant restrictions imposed by any zoning scheme;

**“emergency response”** means the performance of actions to mitigate the impact of an emergency on persons, property or the environment;

**“Eskom”** means Eskom Holdings Limited as contemplated in section 3 of the Eskom Conversion Act, 2001 (Act No. 13 of 2001);

**“evacuation time”** in the precautionary action planning zone (PAZ), means four hours from the time that an evacuation order is given and, in the urgent protective action planning zone (UPZ), means 16 hours from the time that the evacuation order is given;

**“exercises and audits”** means assessments to determine the extent to which the Koeberg Nuclear Emergency Plan is satisfied and evaluations of the effectiveness of preparedness and emergency response measures;

**“formal emergency planning zone (EPZ)”** means the area within a 16 kilometre radius from the Reference Point;

**“infrastructure”** means all infrastructure and services necessary for the implementation of the Koeberg Nuclear Emergency Plan, including public communication, protection of the environment and property, transport, personnel, radiation monitoring, decontamination, care of the masses and medical care;

**“Koeberg Nuclear Emergency Plan”** means the nuclear emergency plan for the Koeberg Nuclear Power Station, approved by the Regulator in terms of section 38 of the Act;

**“municipal authority”** means any municipality bearing the responsibility for development and disaster management in an area within or intersecting with the formal emergency planning zone (EPZ) of the Koeberg Nuclear Power Station;

**“place bound”** means development directly supporting the functions associated with the siting, construction, operation and decommissioning of a nuclear installation, for which an authorization has been granted in terms of the Act;

**“precautionary action planning zone (PAZ)”** means the area within a five kilometre radius of the Reference Point;

**“provincial authority”** means any provincial authority bearing the responsibility for development and disaster management in an area within or intersecting with the formal emergency planning zone (EPZ) of the Koeberg Nuclear Power Station;

**“Reference Point”** means (X= -52727.4000, Y= -3727966.6500), (WGS84 transverse Mercator) which is the central point between the Koeberg Nuclear Power Station’s reactor buildings;

**“the Act”** means the National Nuclear Regulator Act, (Act No. 47 of 1999);

**“traffic evacuation model”** means a road traffic assessment tool, approved by the municipal council, to demonstrate compliance with the evacuation time criteria provided in the Koeberg Nuclear Emergency Plan;

**“transient population”** means persons who are not permanent residents;  
and

**“urgent protective action planning zone (UPZ)”** means the area within the formal emergency planning zone but excluding the precautionary action planning zone (PAZ).

### **Purpose and Scope of Regulations**

2. The purpose of these Regulations is to provide requirements for the control and monitoring of development in the formal emergency planning zone (EPZ) of the Koeberg Nuclear Power Station to ensure the effective implementation of the Koeberg Nuclear Emergency Plan, in accordance with the Act.

## **Requirements**

3. (1) The relevant municipal and provincial authorities must ensure an adequate infrastructure necessary for the effective implementation of the Koeberg Nuclear Emergency Plan.

(2) Within the precautionary action planning zone (PAZ), evacuation of the projected population in all sectors must be demonstrated by means of a traffic evacuation model approved by the municipal council which must comply with the evacuation time criteria.

(3) Within the urgent protective action planning zone (UPZ), evacuation of the projected population must be demonstrated by means of a traffic evacuation model approved by the municipal council which must comply with the evacuation time criteria.

(4) Subject to the provisions of subregulations (2), (5) and (6), neither the relevant provincial authority nor any relevant municipal authority shall approve any plan or application for any development in respect of properties situated within the precautionary action planning zone (PAZ), which may result in an increase in the population, including permanent residential or transient population.

(5) An application to subdivide a property intersected by the precautionary action planning zone (PAZ) may only be considered by the relevant provincial or municipal authority in terms of the applicable zoning scheme on condition that the portion of the property that remains within the precautionary action

planning zone (PAZ) shall retain its existing rights and will be subject to the provisions of subregulation (4).

(6) The provisions of subregulation (4) shall not apply to any development which is-

- (a) place bound; and
- (b) in accordance with the development rights attached to the property through zoning or rezoning, subdivision and consent granted by the relevant municipal authority.

(7) No approval shall be given by the relevant provincial or municipal authority for any plan and application for any development in respect of properties situated within or intersecting the formal emergency planning zone (EPZ), which may result in an increase in the population, including permanent residential or transient population, unless demonstrated by means of a traffic evacuation model approved by the municipal council which must comply with the evacuation time criteria.

(8) Eskom shall not dispose of any property owned by it within the precautionary action planning zone (PAZ) without the approval of the National Nuclear Regulator.

(9) Any organ of state which owns property within the precautionary action planning zone (PAZ), may not dispose of such property unless such organ of state has afforded Eskom the first option to purchase the said property.



(10) No spatial framework drafted in terms of the Municipal Systems Act, 1998 Act No. 117 of 1998), section 4(6) or 4(10) of the Land Use Planning Ordinance, (1985), or subsequent planning legislation for an area situated within or which intersects the urgent protective action planning zone (UPZ), may be approved or amended unless the provisions of subregulation (3) have been complied with.

(11) The title-deed of any property situated within or which intersects the precautionary action planning zone (PAZ) must incorporate all the restrictions associated with the relevant formal emergency planning zone (EPZ) as prescribed in these Regulations.

(12) The relevant provincial and municipal authorities must ensure the availability and reliability of an infrastructure for emergency response in accordance with the Koeberg Nuclear Emergency Plan by way of exercises and audits conducted every three years with the Regulator.

#### **Short title and commencement**

4. These Regulations are called the Regulations on Development in the Formal Emergency Planning Zone of the Koeberg Nuclear Power Station to Ensure Effective Implementation of the Koeberg Nuclear Emergency Plan, and come into operation on the date of publication in the *Gazette*.

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID**

No. 963

29 October 2010

**LABOUR RELATIONS ACT, 1995****BUILDING INDUSTRY BARGAINING COUNCIL (CAPE OF GOOD HOPE):  
EXTENSION OF PERIOD OF OPERATION OF COLLECTIVE AGREEMENT**

I, **Ian Anthony Macun**, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 567 of 27 July 2007 and R. 1209 of 21 December 2007 to be effective from 1 November 2010 and for the period ending 30 June 2011.

**I. A. MACUN**  
**DIRECTOR: COLLECTIVE BARGAINING**

No. 963

29 Oktober 2010

**WET OP ARBEIDSVERHOUDINGE, 1995****BOUNYWERHEID BEDINGINGSRAAD (KAAP DIE GOEIE HOOP):  
VERLENGING VAN TYDPERK VAN KOLLEKTIEWE OOREENKOMS**

Ek, **Ian Anthony Macun**, Direkteur: Kollektiewe Bedinging, behoorlik daartoe gemagtig deur die Minister van Arbeid, verklaar hierby, kragtens artikel 32(6)(a)(i) van die Wet op Arbeidsverhoudinge, 1995, dat die bepalings van Goewermentskennisgewings Nos. R. 567 van 27 Julie 2007 en R. 1209 van 21 Desember 2007, van krag is met ingang van 1 November 2010 en vir die tydperk wat op 30 Junie 2011 eindig.

**I. A. MACUN**  
**DIREKTEUR: KOLLEKTIEWE BEDINGING**

No. 964

29 October 2010

**LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICES****FURNITURE BARGAINING COUNCIL: 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. 966 of 12 September 2008, R. 1100 of 17 October 2008, R. 1271 of 28 November 2008 and R. 529 of 18 June 2010 with effect from .....8 November 2010.....

**MMS MDLADLANA****MINISTER OF LABOUR**

No. R. 964

29 Oktober 2010

**WET OP ARBEIDSVERHOUDINGE, 1995****INTREKKING VAN GOEWERMENTSKENNISGEWINGS****MEUBEL NYWERHEDE BEDINGINGSRAAD: 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. 966 van 12 September 2008, R. 1100 van 17 Oktober 2008, R. 1271 van 28 November 2008 en R. 529 of 18 Junie 2010 in, met ingang van .....8 November 2010.....

**MMS MDLADLANA****MINISTER VAN ARBEID**

No. 965

29 October 2010

**LABOUR RELATIONS ACT, 1995****FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF  
THE 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 Furniture 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 .....8 November 2010..... and for the period ending 30 June 2012.

No. R. 965

29 Oktober 2010

**MEUBEL NYWERHEDE BEDINGINGSRAAD: UITBREIDING NA NIE-  
PARTYE VAN KOLLEKTIEWE HERBEKRAGTIGINGS- 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 Meubel Nywerhede 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 .....8 November 2010....., en vir die tydperk wat op 30 Junie 2012 eindig.

**MMS MDLADLANA  
MINISTER VAN ARBEID**

## **SCHEDULE**

### **FURNITURE BARGAINING COUNCIL**

#### **COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act 1995 (Act No 66 of 1995), made and entered into by and between the

**Furniture, Bedding and Upholstery Manufacturers' Association (FBUMA)**

and

**Curtain Makers' and Allied Products Association (CMAPA)**

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

**National Union of Furniture and Allied Workers of South Africa (NUFAWSA)**

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

being parties to the Furniture Bargaining Council.

#### **CHAPTER 1**

##### **1. SCOPE OF APPLICATION**

1.1 The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry-

1.1.1 by all employers who are members of the party employers' organisations, which are party to this Agreement and by all employees who are members of the party trade union, which is party to this Agreement, and who are engaged or employed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry, respectively;

1.1.2 in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.

1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-

1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees; and

1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.

1.3 The following provisions shall not apply to non parties: Clauses 1.1.1, 2 and 3 of Chapter 1, Chapter 2A and Clauses 5.1, 5.2, 5.3 and 5.4 of Schedule 1.

1.4 **Threshold – Trade union organisational rights**

The terms of this Agreement and the application thereof shall be subject to the following in respect of trade union organisational rights threshold:

Any trade union duly registered in terms of section 96 of the Labour Relations Act and that can prove by means of reasonable identification, membership of employees in the Industry that it has a membership of at least 20% of the total number of employees in the Industry, shall be recognised as a sufficiently representative trade union entitled to exercise the rights set out in sections 12, 13 and 15 of the Labour Relations Act. As soon as sufficient representativeness has been proved to the parties, such sufficiently representative trade union shall be entitled to be treated for organisational purposes on an equal and fair footing with the other trade unions who are already members of the Bargaining Council.

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

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 July 2010 and for non-parties 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 for the period ending 30 June 2012.

### 3. SPECIAL PROVISIONS

The provisions of clauses 8.11, 9.9, 9.14, chapter 2A, chapter 3. 3, Schedule 1.4 of the Agreement published under Government Notices Nos. R.832 of 18 August 2006, R.488 dated 8 June 2007 and R.813 of 7 September 2007 as corrected by Government Notice No. R.1104 of 23 November 2007 (hereinafter referred to as the "Former Agreement") as further amended, extended, and re-enacted from time to time shall apply to employers and employees who are members of the parties to the collective agreement.

### 4. GENERAL PROVISIONS

The provisions contained in clauses 4 to 8.10, 8.12 to 9.8, 9.10 to 9.13, 9.15 to 13.12, chapter 2, chapter 3, chapter 4, Schedule 1, Schedule 2 and Schedule 3 of the Former Agreement (as further extended, amended and re-enacted from time to time) shall apply to employers and employees.

### 5. CLAUSE 4 OF THE FORMER AGREEMENT: DEFINITIONS

- (1) Substitute the following definition for the definition of "**Furniture, Bedding, Upholstery and Curtain Manufacturing Industry**" or "**Industry**":

**"Furniture, Bedding, Upholstery and Curtain Manufacturing Industry"** or "**Industry**" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of furniture, bedding and curtains as well as upholstery and/or re-upholstery and will, inter alia, include the following:

(a) **Furniture**

Repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, wood bending and laminating. Furniture manufacturing will also include the manufacturing, repairing, polishing, re-polishing, staining, spraying of pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing bars or built-in bar counters, cane, wicker or grass furniture, cabinets including



cabinets for musical instruments and radios, wireless or television cabinets, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, other educational institutions, conference centres and theatres but excluding the manufacturing of furniture made mainly of metal and/or plastic materials.

(b) **Bedding**

The manufacturing, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses and studio couches but excluding the manufacturing of bedding made mainly of metal and/or plastic materials.

“Studio Couch” means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames are constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

(c) **Upholstery**

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, pelmets and mattress bases.

(d) **Curtain making**

The making, altering, repairing and hanging of curtains and/or blinds. made mainly of wood, cane, wicker or grass. Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products;”

(2) Insert the following new definition:

““**substantive issues**” means all issues relating to costs and affecting the wage packages of employees or their remuneration;”

**6. CLAUSE 5 OF THE FORMER AGREEMENT: PROHIBITION OF TWO-TIER BARGAINING**

Substitute the following for clause 5:

- “5.1 The Bargaining Council shall be the exclusive forum for the negotiation and conclusion of all agreements on substantive issues between employers’ organisations and their members, on the one hand, and employees or trade unions and their members on the other hand.
- 5.2 Non-substantive conditions of employment over and above existing ones in the prevailing Collective Agreement, e.g. bonuses or incentive schemes that are directly related to profit or productivity, or both, may be negotiated by employee representatives or representative trade unions at establishment level and/or plant level. In the event of a deadlock in negotiations between the parties in this category of issues, the provisions of the Council’s prevailing Collective Agreement may be invoked.
- 5.3 No trade union, employee, employers’ organisation or employer may call a strike, lock-out or attempt in any way to seek, to induce or to compel negotiations on the issues referred to in clause 5.1 at any level other than at the Bargaining Council level.
- 5.4 Any establishment or plant level agreement between an employer who is a member of a party employers’ organisation and a party trade union which contains provisions that are inconsistent with this Agreement-
- 5.4.1 must be regarded by the parties to the establishment or plant level agreement as having been amended to create consistency with this clause; and
- 5.4.2 any provisions of the establishment or plant level agreement will not be binding to the extent that those provisions are inconsistent with this clause.

## **7. CLAUSE 7 OF THE FORMER AGREEMENT: NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION**

Insert the following new clause before the PHASE ONE clause:

“New establishments with not more than a total of 10 employees (including employees involved in activities other than furniture, bedding, upholstery and curtain manufacturing activities e.g. administration, sales, marketing, etc), may apply for the following phasing in concession, provided that their employees agree thereto and the establishment concerned shall then be prohibited from applying a Newly Employed Employee Concession as per clause 7A hereunder until the expiry or cancellation of the Newly Established Small Employer Concession:”

## **8. NEW CLAUSE 7A: NEWLY EMPLOYED EMPLOYEE CONCESSION**

Insert the following new clause after clause 7:

“The following calculations may be applied to determine the remuneration, levies and contributions payable to any new employee who commences employment with an employer for the first time after 1 July 2010, provided that the establishment concerned has not been afforded a Newly Established Small Employer Concession as per clause 7 above:

### **YEAR ONE of employment:**

- (a) 100% of the prescribed minimum weekly wage rates for General Workers;
- (b) 85% of the prescribed minimum weekly wage rates for all other Occupation Skills Levels of employees;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;

### **YEAR TWO of employment:**

- (a) 100% of the prescribed minimum weekly wage rates for General Workers;
- (b) 90% of the prescribed minimum weekly wage rates for all other Occupation Skills Levies of employees;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;

- (e) 100% of the prescribed Sick Benefit Society contributions OR 100% of the prescribed Additional Provident Fund contributions;

**YEAR THREE of employment**

- (a) 100% of the prescribed minimum weekly wage rates for all the Occupation Skills Levels of employees;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of all prescribed Leave Pay Fund contributions;
- (d) 100% of the prescribed Sick Benefit Society contributions OR 100% of the prescribed Additional Provident Fund contributions;

**YEAR FOUR of employment**

After completion of Year Three of employment, all prescribed wages, Council levies and contributions shall become applicable and payable by the employer and the employee.”.

**9. CLAUSE 8 OF THE FORMER AGREEMENT: TERMS OF EMPLOYMENT**

(1) **8.2 Intervals**

Substitute the following for clause 8.2.2:

“8.2.2 a lunch interval of between 30 minutes and 60 minutes after a continuous period of work of not more than 5 hours, which shall not be regarded as part of ordinary hours of work.”.

(2) **8.10.1 Short Time**

Substitute the following for clause 8.10.1.2:

“8.10.1.2 An employee who on any day reports for duty at the usual starting time of the establishment and for whom no work is available, or for whom work becomes unavailable during the course of the day, shall be paid in respect of such day an amount of not less than 4 hours' wages, unless he was notified by his employer previously that his services would not be required on the day in question.”.

(3) **8.13 Family responsibility leave**

Substitute the following for clauses 8.13.1 and 8.13.2:

"8.13.1 An employee who has been employed with an employer for longer than 4 months shall be entitled to 3 days' paid leave per annum at full pay, on submission of the necessary proof, when the employee's child is born or when the employee's child is sick. Upon the death of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling, the employee shall be entitled to a further 2 days' paid leave per annum at full pay, on submission of the necessary proof.

8.13.2 An employee's unused entitlement to leave in terms of this clause lapses annually and may not be accrued."

**CHAPTER 2**

**10. CLAUSE 8 OF THE FORMER AGREEMENT: BENEFITS  
INALIENABLE**

(1) Substitute the following for clause 8.2:

"No benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated. No contributions made by a member or on his behalf shall be liable to be attached or be subject to any form of execution under a judgement or order of a court of law except to any other Fund administered by the Council."

(2) Delete clause 8.3.

**CHAPTER 2A**

**11. CLAUSE 12 OF THE FORMER AGREEMENT: SPECIAL PROVISIONS IN  
RESPECT OF THE FUNDS**

(1) **Clause 12.1 The Furnmed Sick Benefit Society**

Substitute the following for clause 12.1.2.3:

**"12.1.2.3            *Compulsory membership***

12.1.2.3.1 If an employer is a FBUMA or CMAPA member and its employees are members of CEPPWAWU, such employees must become members of the FURNMED Sick Benefit Society and the employer and employee must pay the prescribed contributions which are applicable to the FURNMED Sick Benefit Society.

12.1.2.3.2 If an employer is a FBUMA or CMAPA member and its employees do not belong to any trade union, its employees may join the FURNMED Sick Benefit Society, which will be subject to the approval of the society failing which the employer and employee must pay prescribed additional Provident Fund contributions.

12.1.2.3.3 If an employer is a FBUMA or CMAPA member and its employees are members of trade unions other than CEPPWAWU, such employees may not become members of the FURNMED Sick Benefit Society."

**(2)    *Clause 12.2: The NUFAWSA Sick Benefit Society***

Substitute the following for clause 12.2.5.3:

**"12.2.5.3            *Compulsory membership***

12.2.5.3.1 If an employer is a FBUMA or CMAPA member and its employees are members of NUFAWSA, such employees must become members of the NUFAWSA Sick Benefit Society and the employer and employee must pay the prescribed

contributions which are applicable to the NUFAWSA Sick Benefit Society.

12.2.5.3.2 If an employer is a FBUMA or CMAPA member and its employees do not belong to any trade union, its employees may join the NUFAWSA Sick Benefit Society, which will be subject to the approval of the society failing which the employer and employee must pay prescribed additional Provident Fund contributions.

12.2.5.3.3 If an employer is a FBUMA or CMAPA member and its employees are members of trade unions other than NUFAWSA, such employees may not become members of the NUFAWSA Sick Benefit Society.”.

#### **SCHEDULE 1**

### **12. CONTRIBUTIONS, LEVIES, MONEYS AND REGISTRATION FEE PAYABLE TO THE COUNCIL**

**(1) Clause 1: LEAVE PAY MONEYS**

Substitute the following for clause 1.1:

“1.1 The amount payable by the employer shall be calculated at 5% of the ordinary hours worked by the employee and on the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days.”.

**(2) Substitute the following for clause 1.3:**

“1.3 No Leave Pay moneys are payable on wages which are payable for overtime wages, hours worked on a Sunday, allowances and on wages which are payable for sick leave days, study leave days and family responsibility leave days.”.

(3) **Clause 2: HOLIDAY BONUS MONEYS**

Substitute the following for clause 2:

**“2. HOLIDAY BONUS MONEYS**

The amount payable by the employer shall be calculated on the ordinary hours worked by the employee and on the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days and shall be determined as follows:”

(4) Substitute the following for clause 2.4:

**“2.4** No Holiday Bonus moneys are payable on wages which are payable for overtime wages, hours worked on a Sunday, allowances and on wages which are payable for sick leave days, study leave days and family responsibility leave days.”.

(5) **Clause 3: PROVIDENT FUND** (payable only when more than 16 hours' wages per week have been paid):

Substitute the following for clause 3:

**“3. PROVIDENT FUND MONEYS** (These contributions shall be payable only when more than 16 hours' wages per week have been paid in respect of the ordinary hours worked by the employee, the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days only.”.

(6) **Clause 4: ADDITIONAL PROVIDENT FUND MONEYS** (payable only when more than 16 hours' wages per week have been paid)

Substitute the following for clause 4:

**“4. ADDITIONAL PROVIDENT FUND MONEYS** (These contributions shall be payable only when more than 16 hours' wages per week have been paid in respect of the ordinary hours worked by the employee, the hours



which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days only.

All employees in the Industry and all employers in the Industry, including working employers who do not contribute to either Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society, shall pay additional Provident Fund contributions equal to the Furnmed Sick Benefit Society's member contributions:

- (7) **Clause 5.1 FURNMED SICK BENEFIT SOCIETY (For all areas excluding the Free State Province)**(payable only when more than 16 hours' wages per week have been paid)

Substitute the following for clause 5.1:

**"5.1 FURNMED SICK BENEFIT SOCIETY (For all areas excluding the Free State Province)**(These contributions shall be payable only when more than 16 hours' wages per week have been paid in respect of the ordinary hours worked by the employee, the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days only."

- (8) Substitute the following for clauses 5.1.1, 5.1.2, 5.1.3 and 5.1.4:

"5.1.1	Member:	R42-50 per week payable by the employee and R60-50 per week payable by the employer.
5.1.2	Adult dependants:	R45-00 per week payable, per adult dependant, payable by the employee only.
5.1.3	Minor dependants:	R45-00 per week, per minor dependant, payable by the employee only.

5.1.4 Extraordinary dependants: R103-00 per week, per extraordinary dependant, payable by the employee only.

- (9) **Clause 5.2: FURNMED SICK BENEFIT SOCIETY (for the Free State Province ONLY)**(payable only when more than 16 hours' wages per week have been paid)

Substitute the following for clause 5.2:

"5.2 **FURNMED SICK BENEFIT SOCIETY (for the Free State Province ONLY)**(These contributions shall be payable only when more than 16 hours' wages per week have been paid in respect of the ordinary hours worked by the employee, the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days only."

- (10) Substitute the following for clauses 5.2.1, 5.2.2, 5.2.3 and 5.2.4:

"5.2.1 Member: R25-00 per week payable by the employee and R71-00 per week payable by the employer.

5.2.2 Adult dependants: R45-00 per week payable, per adult dependant, payable by the employee only.

5.2.3 Minor dependants: R45-00 per week, per minor dependant, payable by the employee only.

5.2.4 Extraordinary dependants: R96-00 per week, per extraordinary dependant,

- (11) **Clause 5.3 NUFAWSA SICK BENEFIT SOCIETY (For all areas excluding the Free State Province)**(payable only when more than 16 hours' wages per week have been paid)

Substitute the following for clause 5.3:

**"5.3 NUFAWSA SICK BENEFIT SOCIETY (For all areas excluding the Free State Province)**(These contributions shall be payable only when more than 16 hours' wages per week have been paid in respect of the ordinary hours worked by the employee, the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days only."

- (12) **Clause 5.4: NUFAWSA SICK BENEFIT SOCIETY (For the Free State Province ONLY)**(payable only when more than 16 hours' wages per week have been paid)

Substitute the following for clause 5.4:

**"5.4 NUFAWSA SICK BENEFIT SOCIETY (For the Free State Province ONLY)** (These contributions shall be payable only when more than 16 hours' wages per week have been paid in respect of the ordinary hours worked by the employee, the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days only."

- (13) **Clause 6: COUNCIL LEVIES**

Substitute the following for clause 6:

**"6. COUNCIL LEVIES** (These contributions shall be payable only when more than 16 hours' wages per week have been paid in respect of the ordinary hours worked by the employee, the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days only.

The Council levies shall amount to R6-20 per week by the employer and R6-20 per week by the employee."

**SCHEDULE 2****13. SPECIFIED MINIMUM WEEKLY WAGE INCREASES, MINIMUM WEEKLY WAGE RATES AND SUBSISTENCE ALLOWANCE (for all areas excluding the Province of the Free State)**

(1) Substitute the following for clause 1 of Schedule 2:

**“SPECIFIED MINIMUM WEEKLY WAGE INCREASES, MINIMUM WEEKLY WAGE RATES AND SUBSISTENCE ALLOWANCE (for all areas excluding the Province of the Free State)**

1. **Specified minimum weekly wage increases and minimum weekly wage rates:**

<b>Sectors</b>	<b>Occupation Skills Level</b>	<b>Occupation Skills Level Code</b>	<b>Minimum weekly wage increases effective as from the date of coming into operation of this Agreement for the period ending 30 June 2011</b>	<b>Minimum weekly wage rates effective as from the date of coming into operation of this Agreement</b>
Furniture, Bedding and Upholstery	General worker	05	7% of actual weekly wages	R428-00
	Semi-skilled employees	04	7% of actual weekly wages	R633-55
	Skilled employees	03	7% of actual weekly wages	R680-72
	Chargehands	02	7% of actual weekly wages	R734-32

	Foremen/ Supervisors	01	7% of actual weekly wages	R734-32
Curtaining	General worker	05	7% of actual weekly wages	R390-55
	Semi-skilled employees	04	7% of actual weekly wages	R516-79
	Skilled employees	03	7% of actual weekly wages	R587-30
	Chargehands	02	7% of actual weekly wages	645-25
	Foremen/ Supervisors	01	7% of actual weekly wages	645-25

- (2) Insert the following new clause 2 and renumber the existing clause 2 accordingly to read 3:

"2. A 2010 allowance effective from 1 January 2011 until 30 June 2011. This allowance shall be calculated at 1% of employees basic wages prior to 1 July 2010 and shall not attract any levies or contributions."

### SCHEDULE 3

#### 14. SPECIFIED MINIMUM WEEKLY WAGE INCREASES, MINIMUM WEEKLY WAGE RATES AND SUBSISTENCE ALLOWANCE (for the Free State Province ONLY)

- (1) Substitute the following for clause 1 of Schedule 3:

**"SPECIFIED MINIMUM WEEKLY WAGE INCREASES, MINIMUM WEEKLY WAGE RATES AND SUBSISTENCE ALLOWANCE (for the Free State Province ONLY)**

1. **Specified minimum weekly wage increases and minimum weekly wage rates:**

<b>Sectors</b>	<b>Occupation Skills Level</b>	<b>Occupation Skills Level Code</b>	<b>Minimum weekly wage increases effective as from the date of coming into operation of this Agreement for the period ending 30 June 2011</b>	<b>Minimum weekly wage rates effective as from the date of coming into operation of this Agreement</b>
Furniture, Bedding and Upholstery	General worker	05	7% of actual weekly wages	R428-00
	Semi-skilled employees	04	7% of actual weekly wages	R494-26
	Skilled employees	03	7% of actual weekly wages	R649-77
	Chargehands	02	7% of actual weekly wages	R697-06
	Foremen/ Supervisors	01	7% of actual weekly wages	R697-06
Curtaining	General worker	05	7% of actual weekly wages	R404-11
	Semi-skilled employees	04	7% of actual weekly wages	R470-72

	Skilled employees	03	7% of actual weekly wages	R618-83
	Chargehands	02	7% of actual weekly wages	R663-87
	Foremen/ Supervisors	01	7% of actual weekly wages	R663-87

- (2) Insert the following new clause 2 and renumber the existing clauses 2, 2.1 and 2.2 accordingly to read 3, 3.1 and 3.2:

"2. A 2010 allowance effective from 1 January 2011 until 30 June 2011. This allowance shall be calculated at 1% of employees basic wages prior to 1 July 2010 and shall not attract any levies or contributions."

**1 JULY 2009 TO 30 JUNE 2010**

Substitute the clause to read:

**"1 JULY 2011 TO 30 JUNE 2012**

Minimum weekly wage increases effective from 1 July 2011 shall be 7% of actual weekly wages for the period ending 30 June 2012, provided that the official CPI rate for the year ending May 2011 is not below 3% or above 6%. If the official CPI rate for the year ending May 2011 is below 3% or above 6% the parties to the agreement shall meet to negotiate wage increases for the period 1 July 2011 to 30 June 2012."

Agreement signed at Johannesburg on this 20<sup>th</sup> day of April 2010.

\_\_\_\_\_  
**M SEFF**  
 Chairman

\_\_\_\_\_  
**P LUNGA**  
 Vice-Chairman

\_\_\_\_\_  
**WA JANSE VAN RENSBURG**  
 General Secretary

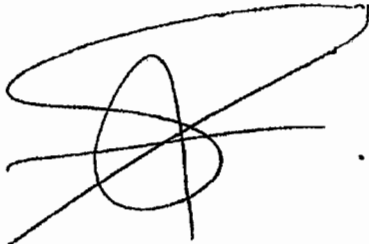
**SOUTH AFRICAN REVENUE SERVICE  
SUID-AFRIKAANSE INKOMSTEDIENS**

No. 966

29 October 2010

**CUSTOMS AND EXCISE ACT, 1964  
AMENDMENT OF RULES (DAR/75)**

Under section 35 and section 120 of the Customs and Excise Act, 1964, the rules published in Government Notice R.1874 of 8 December 1995 are amended to the extent set out in the Schedule hereto.



**GEORGE NGAKANE VIRGIL MAGASHULA  
COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE**

**SCHEDULE**

(a) By the substitution for rule 35.04 of the following rule:

**“35.04** In the case of any removal of wine ex warehouse for payment of duty, the relative invoice referred to in rule 35.03 shall be deemed to be a certificate for removal of excisable goods but copies of such invoices shall not be deposited in the entry box unless required in writing by the Controller on the date or for the period mentioned in rule 20.14.

---