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**PROCLAMATIONS • PROKLAMASIES**

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**PROCLAMATION NO. R. 2 OF 2016****AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)****REGULATIONS REGARDING CONTROL OF THE EXPORT OF TREE NUTS**

The Minister of Agriculture, Forestry and Fisheries has under section 15 of the Agricultural Product Standards Act, 1990 (Act 119 of 1990)-

- (a) made the regulations in the Schedule; and
- (b) determined that the said regulations shall come into operations on the date of publication thereof.

**SCHEDULE****Definitions**

1. In these regulations any word or expression to which a meaning has been assigned in the Act, shall have that meaning, and -

**"accredited laboratories"** means any laboratory that is not a National Reference

Laboratory and that is nominated by the Executive Officer in writing as being suitable or required for the testing of compliance as envisaged in terms of regulation 6(1) and 7(1);

**"cashew nuts"** unshelled edible seeds of the tree *Anacardium occidentale*;

**"certificate"** means a certificate that may be issued either in paper format (including electronically prepared) or in verified electronic format which describe and attest to conformity of a consignment of regulated agricultural products to stipulated requirements as set out in regulation 6;

**"Codex Alimentarius commission"** means a collection of internationally recognized standards codes of practice, guidelines and other recommendations relating to food safety;

**"consignment"** means a quantity of tree nuts of the same grade belonging to the same grade or class belonging to the same owner and which is delivered at any one time under cover of the consignment note, delivery note or receipt note, is delivered by the same vehicle or bulk container or railway truck, or which is loaded from the same bin into different grades or classes, each quantity of each of the different grades or classes;

**"consignment note"** means a consignment note approved by the Executive Officer or the Assignee;

**"Executive Officer"** means the officer designated under section 2 (1) of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990);

**"fees"** means a gazetted amount payable for inspection and analysis;

**"food business operator"** means the person or persons responsible for ensuring that the prescribed requirements of these standards are met within the food business under his or her control and include both the management of the food business as well as the person with overall authority on site or in the specific establishment;

**"hazel nuts"** means nuts of any of the species of the genus *Corylus*;

**"inspector"** means the Executive Officer or an officer under his control, or an Assignee or an employee of an Assignee;

**"ISO"** means the International Standard Organization;

**"macadamia nut means"** unshelled edible seeds of the genus *Macadamia*;

**"national reference laboratory"** means an official laboratory of the Department of Agriculture, Forestry and Fisheries that has been nominated in writing by the Executive Officer for the testing of compliance as envisaged in terms of regulation 6(1) and 7(1);

**"pecan nut"** means unshelled edible seeds of the tree *Carya illinoensis*;

**"the Act"** means the Agricultural Product Standards Act, 1990 (Act 119 of 1990);

**"the department"** means the Department of Agriculture, Forestry and Fisheries;

**"tree nuts"** means cashew nuts, hazel nuts, walnuts, pecan nuts and macadamia nuts;  
and

**"walnuts"** means unshelled edible seeds of the tree *Juglas nigra*.

#### **Prohibition on the export of Tree Nuts**

2. (1) Subject to the provisions of subregulation (2) no person shall export Tree nuts from the Republic unless each quantity thereof has been approved by the Executive Officer for that purpose.

(2) Tree nuts which are –

(a) exported in a consignment of less than 20kg; and



(b) taken in as provisions for consumption abroad a conveyance to another country, shall be exempted from the prohibition set out in subregulation (1).

(3) An approval in terms of subregulation (1) may also be given by an Assignee designated with regard to tree nuts.

#### ***Application for approval for export***

3. (1) An application for an approval in terms of section 4 of the Act for the export of tree nuts shall be directed in writing to the Executive Officer or the Assignee who has been designated with regard to tree nuts as the case may be.

(2) Such an application shall be made at least three (3) working days before the intended date of export.

(3) The following particulars shall be supplied when such application is made:

- (a) The name and address of the applicant and where applicable, of his agent or exporter.
- (b) The grade and the class of the tree nuts.
- (c) The applicable Food Business Operator Code.
- (d) The number of containers and the mass of the tree nuts in the consignment concerned.
- (e) The intended date of export and the port from which the consignment concerned shall be exported.
- (f) The destination of the consignment concerned.
- (g) The address of the premises where the consignment concerned may be inspected and the date and time when the consignment will be ready for inspection.
- (h) Any other pertinent information concerning the consignment.

#### ***Presentation for inspection***

4. (1) Each consignment of tree nuts intended for export which has to be presented for inspection in terms of these regulations. Shall, prior to the export thereof, be approved for export by an inspector with the provision that the consignment concerned shall be presented for inspection at least 48 hours before such tree nuts consignment is to be exported or as otherwise arranged with the Executive Officer or designated Assignee.

(2) A consignment referred to in subregulation (1) that shall be thus inspected, shall be stored in such a manner that access thereto can be obtained readily and the marks, printing or stamping on such containers can readily be read.

(3) The person, who furnishes an application for an approval in terms of regulation 3, shall pay the prescribed inspection fee specified in the regulations made for this purpose under section 15 of the Act, to the Executive Officer or the Assignee concerned, as the case may be.

**Consignment note**

5. (1) Every consignment of tree nuts destined for export shall when submitted for inspection, be accompanied by a consignment note completed clearly, legibly, fully and correctly.

(2) All the copies of such a consignment note shall have the same serial number and one copy thereof shall be retained by the Department or Assignee.

**Procedure at inspection**

6. (1) An inspector may open as many containers in a consignment of tree nuts intended for export as he may deem necessary and inspect or analyse or have analysed the contents thereof in such a manner as he may deem fit.

(2) The result of an inspection or analysis in terms of subregulation (1) shall be deemed to be applicable to the whole consignment of tree nuts from which such containers were abstracted.

(3) (a) An inspector may re-inspect a consignment of tree nuts which has already been approved for export, and may confirm or withdraw any previous approval with regard to the consignment concerned.

(b) The provisions of regulation 4 and this regulation shall *mutatis mutandis* apply to such re-inspection: Provided that no inspection fee shall be payable in respect of a re-inspection carried out on demand of an inspector.

**Assessment of the Competence of testing Laboratories involved in the export of tree nuts**

7. (1) For the purpose of analysis as required by regulation 6(1), there shall be a National Reference Laboratory and Officially Recognized Laboratories involved in the export control of tree nuts.

(2) The following criteria shall be used in the recognition of laboratories involved in the export control of tree nuts.

(a) Compliance with the general criteria for testing laboratories laid down in ISO/IEC Guide 17025;

(b) Participation in appropriate proficiency testing schemes for analysis which conform to the requirements laid down in "The international harmonized protocol for the proficiency testing of analytical laboratories";

- (c) Whenever available, use methods of analysis which have been validated according to the principles laid down by the Codex *Alimentarius* Commission; and
- (d) Use internal quality control procedures, such as those described in the "Harmonized Guidelines for internal Quality Control in Analytical Chemistry Laboratories".

#### ***Fees for inspection and analysis***

8. The following fees shall be payable for inspection and analysis:

- (1) The prescribed inspection fee when tree nuts are presented for inspection.
- (2) The laboratory analysis fee when samples of tree nuts are analyzed chemically, physically or microbiologically for export purposes.
- (3) The courier (transport) fee when samples are dispatched to the laboratory.

#### ***Approvals and rejections***

9. (1) If an inspector approves the export of a consignment of tree nuts he/she shall --

- (a) mark each container in that consignment with a mark of approval; or
- (b) endorse the consignment note of that consignment to such effect; and
- (c) issue a certificate to the effect that such consignment has been approved for export.

(2) If a consignment of tree nuts has been rejected for export purposes as a result of an inspection or re-inspection carried out at a port of export, the custodian of that consignment shall as soon as feasible remove it from the port area concerned.

(3) Notwithstanding the provisions of subregulation (2), an inspector may, in the case of a consignment in connection with which an appeal is lodged --

- (a) direct that such consignment shall not without his consent be removed from the place where the inspection or re-inspection concerned was carried out; and
- (b) apply any mark to the containers concerned which he may deem necessary for identification purposes.

**Appeals**

10. (1) Any person who appeals in terms of section 10 of the Act against a decision or direction of an inspector, shall --

- (a) submit it within 48 hours of such decision or direction;
- (b) submit it in writing to the Director-General of the Department or at any office of the Executive Officer;
- (c) specify the grounds on which the appeal is based;
- (d) simultaneously pay the prescribed fees to the Executive Officer; and
- (e) inform the inspector concerned of the submission of the appeal.

(2) An appeal which is not lodged within the prescribed period or in respect of which the prescribed fees have not been paid, shall not be considered.

(3) An appeal board shall decide on such an appeal within four days, excluding Saturdays, Sundays and public holidays, after it has been lodged.

(4) The appeal board shall --

- (a) notify the appellant concerned as well as the inspector concerned at least two (2) hours beforehand of the date and time on which and place at which the appeal shall be heard and afford them the opportunity to be heard;
- (b) direct the appellant concerned to present the consignment concerned on the specified date, time and place for inspection; and
- (c) after having identified the consignment concerned and having heard all interested parties, decide *in camera* on the appeal concerned: Provided that the appeal board may hear expert opinion and may take, inspect, analyse, grade and classify a sample of the product concerned, before deciding on such an appeal.

(5) If an appellant fails to present the consignment to which an appeal relates for inspection as referred to in subregulation (4) (b) or if the appeal concerned is dismissed, the fees paid in respect thereof shall be forfeited to the State.

(6) If an appeal board fails to decide on an appeal within the period specified in subregulation (3), it shall be deemed that such appeal board has set aside the decision or direction which had been appealed against.

(7) If an appeal is upheld in part only, an appeal board may, in terms of section 10(9)(b) of the Act, determine that a *pro rata* portion of the fee referred to in subregulation (1)(d) shall be refunded to the appellant: Provided that such a *pro rata* fund shall not be greater than 90 per cent of the fee concerned.

***Offences and penalties***

11. Any person who contravenes or fails to comply with the provisions of these regulations shall be guilty of an offence and shall be liable to a fine or imprisonment as set out in section 11 of the Act.

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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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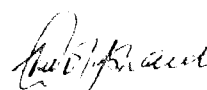
**DEPARTMENT OF LABOUR**

NO. R. 37

22 JANUARY 2016

**LABOUR RELATIONS ACT, 1995****FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF  
THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with 32(5) and section 32(8) 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 the second Monday after the date of publication of this Notice and for the period ending 30 June 2016.

  
**MINISTER OF LABOUR**  
04/01/2016

NO. R. 37

22 JANUARY 2016

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI BEMBONI YEFENISHA: UKWELULWA  
KWESIVUMELWANO SABAQASHI NABASEBENZI SELULELWA KULABO  
ABANGEYONA INGXYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yefenisha, KwaZulu Natal futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuNhlangulana 2016.

  
**UNGQONGQOSHE WEZABASEBENZI**

04/01/2016

**SCHEDULE****FURNITURE BARGAINING COUNCIL****AMENDMENT OF MAIN 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 for the Greater Northern Region**

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

**National Union of Furniture and Allied Workers of South Africa**

and

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

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

being parties to the Furniture Bargaining Council hereby agree to amend and extend the Collective Agreement published under Government Notice No. R.903 of 14 November 2014.



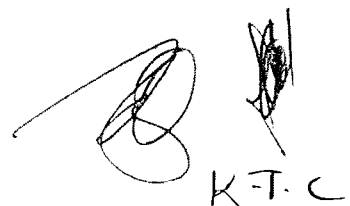


**CHAPTER 1****CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 The terms of this Agreement shall be observed in the Furniture, Bedding and Upholstery Manufacturing Industry-
- 1.1.1 by all employers who are members of the party employers' organisation, which is party to this Agreement and by all employees who are members of the party trade unions, which are party to this Agreement, and who are engaged or employed in the Furniture, Bedding and Upholstery 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 shall-
- 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 and 2 of Chapter 1.

**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 2015 and for non-parties on such date as may be determined by the Minister of Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 June 2016.



K.T.C

**3. TABLE OF CONTENTS**

Insert the following ADDENDUM 4 after ADDENDUM 3 in the Table of Contents:

**"ADDENDUM 4**

- 1. **ACROSS THE BOARD WAGE INCREASES EFFECTIVE FOR THE PERIOD 1 JULY 2015 TO 30 JULY 2016 IN RESPECT OF ADDENDUMS 2 AND 3.....**
- 2. **MINIMUM WEEKLY WAGE RATE INCREASES WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT TO JUNE 2016 IN RESPECT OF ADDENDUMS 2 AND 3....."**

**4. CLAUSE 8: NEWLY EMPLOYED EMPLOYEE CONCESSION**

(1) Number the first clause and substitute the following for the clause:

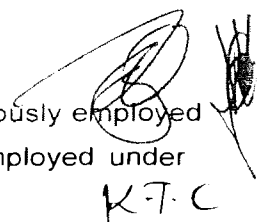
"8.1 Any employer may elect to apply the calculations below to determine the wages, levies, contributions and fees payable to any newly employed employee who commences employment with an employer for the first time, provided that the establishment concerned is not in Phase 1, Phase 2 or Phase 3 of a Newly Established Small Employer Concession as reflect in clause 7 above."

(2) Insert the following new clause 8.2:

"8.2 If an employer elects to apply the newly employed employee concession, and such an employee's employment is terminated and the same employee is re-employed after 3 months, the employer may re-employ such employee on the same newly employed, employee concession, provided that credit is given by the employer to the employee for the time which the employee previously worked for the same employer under this concession."

(3) Insert the following new clause 8.3:

"8.3 In the event of an employee being re-employed who was previously employed without this concession, such an employee may not be re-employed under

  
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this newly employed employee concession unless the termination of employment was as a result of operational requirements and the employer can provide proof to this effect.

## 5. CLAUSE 10: GENERAL

- (1) Insert the following new clause 10.13.8:

“10.13.8 In the event of an establishment failing to submit a prescribed return in respect of any month, the Council may make an assessment of the amount due to the Council in terms of the Agreement based on the average number of employees and their respective remuneration rates reflected in the latest monthly return form received from the establishment: Provided that if no monthly return forms have been received by the Council, the Council may make an assessment based on the number of employees furnished by the establishment as reflected on the Council’s prescribed registration form of the establishment: Provided that if the establishment did not disclose the number of employees on the prescribed registration form, an assessment will be made based on the evidence obtained by the Council.”.

- (2) Insert the following new clause 10.13.9:

“In the event that an establishment pays the amount assessed by the Council in terms of clause 10.13.8 and it is found thereafter that the assessment was based on incorrect facts or figures, the Council shall credit the establishment for the amount paid in excess of the amount actually due to the Council and may utilise such credit or portion thereof to defray any enforceable underpayment of previous unpaid amounts to the Council.”.

- (3) Substitute the following for clause 10.17.4:

“10.17.4 The Council shall have the right to allocate prescribed employer and employee levies, contributions and fees received on behalf of employees from employers, to the Funds of the employees concerned as the Council deems appropriate from time to time.”.



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**6. CLAUSE 11: EXEMPTIONS**

Substitute the following for clause 11:

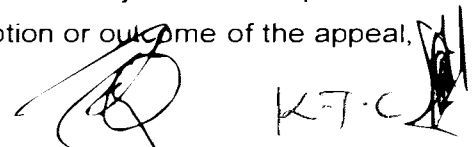
**"11.1 Exemptions Body and Independent Exemptions Appeal Body**

An exemptions body and an Independent Exemptions Appeal Body is hereby established to consider all applications for exemptions from the provisions of this Agreement and to hear and decide, as soon as possible and according to the prescribed criteria, any appeal against-

- 11.1.1 the Bargaining Council's refusal of a party's or non-party's application for an exemption from the provisions of this Collective Agreement; and
- 11.1.2 the withdrawal of an exemption by the Bargaining Council.



**11.2 Administration**

- 11.2.1 Any person, establishment or body bound by this Collective Agreement may apply for an exemption from any of the provisions of this Agreement.
- 11.2.2 An application for exemption shall be in writing on the Bargaining Council's prescribed application form obtainable from the Council's offices, fully motivated and served on the Bargaining Council. The Applicant for Exemption or the Appellant, depending on the nature of the process, shall satisfy the Body concerned that a proper application or appeal has been served on the appropriate body.
- 11.2.3 The Exemption Body or the Independent Exemptions Appeal Body shall decide on an application for exemption or appeal and inform the applicant as soon as possible but not later than 30 days of receipt.
- 11.2.4 Whenever an employer applies for an exemption he or she shall consult with the affected workforce through their trade union representatives or, where there are no trade union representatives, with the affected workforce itself as to the need for the exemption and its effect on the affected employees and shall include in the application written proof of matters discussed during such consultation and written proof of the views expressed by the affected workforce during the consultation in this regard as well as the signed confirmation of all individually affected employees.
- 11.2.5 The Bargaining Council shall issue to every person, establishment or body to whom an exemption has been granted or for whom an appeal has been considered by either the Exemptions Body or the Independent Exemptions Appeal Body, a notice of exemption or outcome of the appeal, setting out the following:

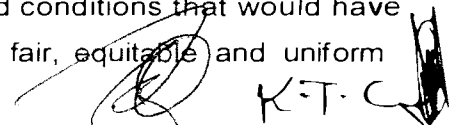


Handwritten signature and initials, including the text 'K.F.C.' and a large scribble.

- 11.2.4.1 the full name of the person(s), body or bodies or establishment concerned;
- 11.2.4.2 the trading name of the employer;
- 11.2.4.3 the exact provision(s) of this Collective Agreement from which the exemption has been granted or refused;
- 11.2.4.4 the conditions subject to which the exemption is granted;
- 11.2.4.5 the period for which the exemption is applicable; and/or
- 11.2.4.6 the outcome of an appeal.
- 11.2.6 The Bargaining Council must ensure that:-
- 11.2.5.1 all notices of exemptions granted or refused and notices of appeal outcomes are issued to the applicants or appellants; and
- 11.2.5.2 a copy of each exemption granted or refused and a notice of an appeal outcome is retained by the Bargaining Council.
- 11.2.7 The Bargaining Council may, on good cause shown, give the holder of an exemption 30 days' notice of its intention to apply to the Independent Exemptions Appeal Body for the withdrawal of a particular exemption.
- 11.2.8 The following processes and criteria shall be considered with regard to an application for exemption from the provisions of any collective agreement concluded in the Bargaining Council or the application for the withdrawal of an exemption previously granted or when any appeal against a decision of the Council is considered:
- 11.2.8.1 **Processes:** Any employer, employee, trade union or employer's association may at any point in time apply for an exemption from any of the provisions of this Collective Agreement. The applicant is required to complete and submit in writing with the relevant office of the Council, a fully and properly completed prescribed application for exemption form, accompanied by all relevant supporting documentation.
- 11.2.8.2 **Criteria:** The Exemptions Body and/or the Independent Exemptions Appeal Body shall, without limiting its own considerations, *inter alia* consider the following criteria to wit:

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- 11.2.8.2.1 The financial and social implications on the applicants, competitors, employees and the Industry as a whole;
  - 11.2.8.2.2 viability of the continued existence of the establishment;
  - 11.2.8.2.3 the views expressed by the employees and/or the applicants' competitors;
  - 11.2.8.2.4 the views and recommendations submitted by the bargaining council or any other person or body with an interest in the matter;
  - 11.2.8.2.5 the possibility of job losses if the exemption is granted or refused;
  - 11.2.8.2.6 the limitation on any employment opportunities if the exemption is granted or refused;
  - 11.2.8.2.7 any other relevant information that might have an impact on the outcome of either an application or an appeal;
  - 11.2.8.2.8 the applicant's past record (if applicable) of compliance with the provisions of the main agreement and/or exemption certificates;
  - 11.2.8.2.9 any special circumstances that exist or any precedent that might be set;
  - 11.2.8.2.10 the interests of the Industry in relation to unfair competition, centralised collective bargaining as well as the economic stability of the Industry;
  - 11.2.8.2.11 the interests of the employees with regards to exploitation, job preservation, sound conditions of employment, potential financial benefits, health and safety and the possible infringement of basic rights; and
  - 11.2.8.2.12 the interests of the employer with regards to its financial stability, the impact on productivity, its future relationship with employees and recognised trade union operational requirements and the viability of the employers business.
- 11.2.9 an exemption should not contain terms and conditions that would have an unreasonably detrimental effect on the fair, equitable and uniform



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application in the Industry of any collective agreement concluded in the Bargaining Council;

- 11.2.10 no exemption shall be granted for an indefinite period or as a total (blanket) exemption;
- 11.2.11 no exemption should be granted retrospectively for any liabilities incurred by an employer in terms of this agreement, such as levies and/or contributions, which became payable by the employer to the Council prior to the date on which the application for such an exemption was received by the Council"

## 7. CLAUSE 14: REMUNERATION

Substitute clause 14.1 with the following:

### "14.1 Wages

No employer shall pay and no employee shall accept wages lower than those prescribed in Addendum 2 or Addendum 3 or Addendum 4 of this Agreement."

## ADDENDUM 1

### CONTRIBUTIONS, LEVIES AND REGISTRATION FEE PAYABLE TO THE COUNCIL



## 8. CLAUSE 5: SICK BENEFIT SOCIETIES

- (1) Substitute the following for clause 5.1.2:

"5.1.2 Member earning less than R500-00 per week	R50-00 per week payable by the employee and R60-50 per week payable by the employer."
--	---

- (2) Insert new clause 5.1.3 and renumber following clauses accordingly:

"5.1.3 Member earning R500-00 per week or more	R57-50 per week payable by the employee and R60-50 per week payable by
--	--


  
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the employer.”.

- (3) Substitute the following for clause 5.2.2:

“5.2.2 Member earning less than R500-00 per week R32-50 per week payable by the employee and R71-00 per week payable by the employer.”.

- (4) Insert new clause 5.2.3 and renumber following clauses accordingly:

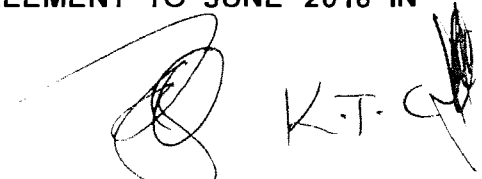
“5.2.3 Member earning R500 per week or more R40-00 per week payable by the employee and R71-00 per week payable by the employer.”.

8. Insert a heading “ADDENDUM 4” after clause 3.2 of ADDENDUM 3.
9. Insert a clause number for the clause **ACROSS THE BOARD WAGE INCREASES EFFECTIVE FOR THE PERIOD 1 JULY 2015 TO 30 JUNE 2016 IN RESPECT OF ADDENDUMS 2 AND 3** as Gazetted on 14 November 2014, in Notice No R. 903 of Government Gazette 38205:

“1. **ACROSS THE BOARD WAGE INCREASES EFFECTIVE FOR THE PERIOD 1 JULY 2015 TO 30 JUNE 2016 IN RESPECT OF ADDENDUMS 2 AND 3**”.

10. Add the following clause after the existing clause with the heading “Across the board wage increases effective for the period 1 July 2015 to 30 June 2016 in respect of Addendums 2 and 3 as Gazetted on 14 November 2014 in Notice No R.903 of Government Gazette 38205:

“2. **MINIMUM WEEKLY WAGE RATE INCREASES WITH EFFECT FROM THE COMING INTO OPERATION OF THIS AGREEMENT TO JUNE 2016 IN RESPECT OF ADDENDUMS 2 AND 3**






Minimum weekly wage rate increases for general workers shall be 10% and minimum weekly wage rate increases for all other occupational skills levels shall be 8.2% for the period ending 30 June 2016.”.

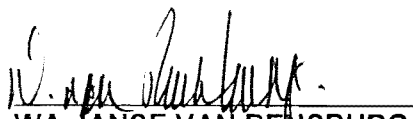
Agreement signed at Johannesburg on this 21<sup>st</sup> day of July, 2015..



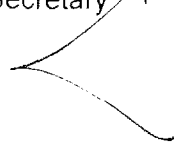
**L DIRKSEN**  
Chairman of the Council



**M CRAUKE**  
Vice-Chairman of the Council



**WA JANSE VAN RENSBURG**  
General Secretary



## DEPARTMENT OF LABOUR

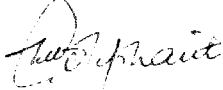
NO. R. 38

22 JANUARY 2016

## LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR WOOD AND PAPER SECTOR:  
EXTENSION TO NON-PARTIES OF THE DISPUTE RESOLUTION LEVY  
AND REGISTRATION OF EMPLOYERS COLLECTIVE AMENDING  
AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(5) and section 32(8) 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 Wood and Paper Sector** 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 the second Monday after the date of publication of this Notice and for the period ending on 31 December 2018.

  
**MINISTER OF LABOUR**  
04/01/2016


NO. R. 38

22 JANUARY 2016

**UMNYANGO WEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI  
KWABAQASHI NABASEBENZI EMKHAKHENI WEZOKWAKHIWE  
NGOKHUNI NAMAPHEPHA UKWELULWA KWESIVUMELWANO  
ESICHIBIYELAYO SABAQASHI NABASEBENZI SENTELA  
YOKUXAZULULWA KWEZIMPIKISWANO KANYE NOKUBHALISWA  
KWABAQASHI SELULELWA KULABO ABANGEYONA INGXYENYE YASO.**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi, 1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa, **Emkhandlwini Kazwelonke Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Emkhakheni Wezokwaxhiwe Ngokhuni Namaphepha** futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni. kusukela ngomSombuluko wesibili emva kokukhishwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2018..

  
**UNGQONGQOSHE WEZABASEBENZI**  
04/01/2016

## DEPARTMENT OF LABOUR

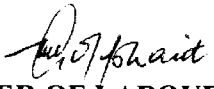
NO. R. 39

22 JANUARY 2016

## LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: EXTENSION TO  
NON-PARTIES OF THE ADMINISTRATIVE COLLECTIVE AMENDING  
AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(5) and 32(8) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council**, 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 the second Monday after the publication of this notice and for the period ending 31 January 2016.

  
**MINISTER OF LABOUR**  
17/12/2015


NO. R. 39

22 JANUARY 2016

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATI KWABAQASHI NABASEBENZI EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIHLANGANISA KONKE FUTHI ESICHIBIYELAYO NESIYINGQIKITH SELULELWA KULABO ANGEYONA INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasezayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngomSombuluko wesibili emva kokukhishwa kwalesisiziso kuze kube mhlaka 31 kuMasingana 2016.

  
**UNQONGQOSHE WEZABASEBENZI**  
17/12/2015

## SCHEDULE

### MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO COLLECTIVE ADMINISTRATIVE AGREEMENT

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

**Retail Motor Industry Organisation – RMI**

and the

**Fuel Retailers' Association of Southern Africa -FRA**

and the

**National Employers' Association of South Africa - NEASA**

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

**National Union of Metalworkers of South Africa - NUMSA**

and

**Motor Industry Staff Association - MISA**

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

#### 1. **CLAUSE 1 - SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed in the Motor Industry -
  - (a) throughout the Republic of South Africa as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993);
  - (b) by the employers and the employees in the Motor Industry who are members of the employers' organizations and the trade unions, respectively.

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

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

## 2. **CLAUSE 2 - PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in operation for the period ending 31 January 2016.

## 3. **CLAUSE 11 – RETURNS TO THE COUNCIL**

(1) Substitute sub clause (4) with the following:

“Every employer shall pay the total amount of the levies payable and render the statement of details required each month in terms of sub clause (3) of this clause to the secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the levies and details relate.

**[Note:**

(a) The present postal addresses of the secretaries of the various Regional Councils are as follows:

Region EC: PO Box 7270, Port Elizabeth, 6055;

Region KZNL: PO Box 17263, Congella, 4013;

Region FS & NC: PO Box 22887, Bloemfontein, 9300;


Region Highveld: PO Box 2578, Randburg, 2125;

Region Northern: PO Box 13970, Hatfield, 0028;

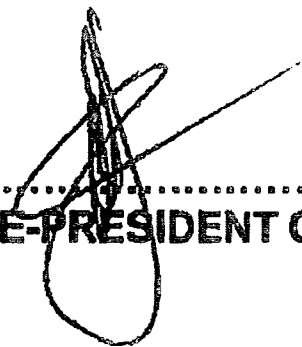
Region WP: PO Box 17, Bellville, 7535.

- (b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the secretary of the Regional Council concerned.]
  
- (2) In sub clause (5) substitute the expression "R2.65" for the expression "R2.50".

Signed at Randburg, on behalf of the parties, this 27 August 2015.

  
..... **B. CELE**

**PRESIDENT OF THE COUNCIL**

  
..... **M.C. LAMPRECHT**  
**VICE-PRESIDENT OF THE COUNCIL**

  
..... **B.C. MKHWANAZI**  
**GENERAL SECRETARY OF THE COUNCIL**



## DEPARTMENT OF LABOUR

NO. R. 40

22 JANUARY 2016

## LABOUR RELATIONS ACT, 1995

## CANCELLATION OF REGISTRATION OF A TRADE UNION

I, Malixole Ntleki, Acting Registrar of Labour Relations, hereby, as required by section 109(2) of the Act, give notice that I have in terms of section 106(2A) cancelled the registration of **Workers Consultative Forum (WOCOFO) (LR 2/6/2/2069)**

with effect from .....2015-12-14.....

Any person who is aggrieved by the decision regarding the cancellation of the registration of the trade union may lodge an appeal with the Labour Court against the decision in terms of section 111 of the Act.



ACTING REGISTRAR OF LABOUR RELATIONS

DATE: .....2015-12-14.....

## DEPARTMENT OF LABOUR

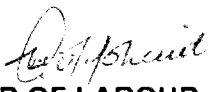
NO. R. 41

22 JANUARY 2016

## LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE WOOD AND PAPER SECTOR:  
EXTENSION OF PERIOD OF OPERATION OF THE DISPUTE RESOLUTION LEVY  
AND REGISTRATION OF EMPLOYERS COLLECTIVE AGREEMENT**

I, **MILDED NELISIWE OLIPHANT**, The Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notices Nos. R. 687 of 21 July 2006, R. 1152 of 24 November 2006, R. 591 of 22 July 2011, R. 132 of 24 February 2012, R. 504 of 6 July 2012, R. 73 of 7 February 2014 and R. 773 of 10 October 2014 by a further period ending 31 December 2018.

  
**MINISTER OF LABOUR**  
04/01/2016

NO. R. 41

22 JANUARY 2016

## UMNYANGO WEZABASEBENZI

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU KAZWELONKE WOKUXOXISANA KWABAQASHI NABASEBENZI  
EMKHAKHENI WEZOKWAKHIWE NGOKHUNI NAMAPHEPHA  
UKWELULWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO  
SABAQASHI NABASEBENZI SENTELA KANYE NOKUBHALISWA  
KWABAQASHI**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wezobudlelwano Kwezabasebenzi, ka 1995,

ngelula isikhathi sokusebenza kwesivumelwano esinqunywe kwiZaziso zikaHulumeni ezinguNombolo R.687 somhlaka 21 kuNtulikazi 2006, R.1152 somhlaka 24 kuLwezi 2006, R.591 somhlaka 22 kuNtulikazi 2011, R.132 somhlaka 24 kuNhlolanja 2012, R.504 somhlaka 6 kuNtulikazi 2012, R.73 somhlaka 7 kuNhlolanja 2014 kanye nesingu R.773 somhlaka 10 kuMfumfu 2014 ngesikhathi esingeziwe esiphela mhlaka 31 kuZibandlela 2018.

  
UNGQONGQOSHE WEZABASEBENZI

04/01/2016

**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE WOOD AND PAPER SECTOR****AMENDMENT OF THE DISPUTE RESOLUTION LEVY AND REGISTRATION OF EMPLOYERS COLLECTIVE AGREEMENT**

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

**Employers' Association for the Fibre and Particle Board Industry**

**Employers' Association for the Pulp and Paper Industry**

**Employers' Association for the Sawmilling Industry**

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

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

**United Association of South Africa (UASA)**

**Solidariteit/Solidarity**

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

being parties to the National Bargaining Council for the Wood and Paper Sector to amend the Agreement published under Government Notice No. R. 687 of 21 July 2006 as corrected, extended and renewed by Government Notices No. R. 1152 of 24 November 2006, R. 591 of 22 July 2011, R. 132 of 24 February 2012, R. 504 of 6 July 2012, R. 73 of 7 February 2014 and R. 773 of 10 October 2014.

**1. SCOPE OF THE AGREEMENT**

- (1) The terms of this agreement shall be observed-----
- (a) in the Wood and Paper Sector throughout the Republic of South Africa as defined in the registered scope of the council here below;
  - (b) by all employers who are members of the party employers' organisations and by all employees who are members of the party trade unions.
  - (c) By all other employers and employees who are involved in the Wood and Paper Sector

- (2). The provisions of Clause 1(1)(b) and 2 of this agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement came into operation for parties on the date of signature thereof and for non-parties on a date to be determined by the Minister of Labour in terms of section 32 of the Act and shall remain in force until 31 December 2018

## 3. CLAUSE 4: DEFINITIONS

*Insert the following introduction to this clause:*

"Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act, and reference to an Act shall include any amendments to such Act, further, unless inconsistent with the context---"

Insert the following definition after the definition of general secretary

**"Industry / Sector"** means the industry/sector as defined in the certificate of registration of the Council.

Substitute the following for the definition of wood and paper sector

### A. Fibre and Particle Board Sector

"Fibre and Particle Board Sector" means the manufacture of wood and bagasse-based fibreboard and particleboard panels in both raw and upgraded form, and includes the upgrading of such product by the application of the same and/or other material, and includes activities incidental thereto.

### B. Sawmilling Sector

- (a) "The Sawmilling Sector" means the sector concerned with the processing of timber or log to lumber, beams, planks, baulks, sleepers, wedges or other standard forms by removing the bark, splitting, cutting up, sawing, drying, planning or conversion of such timber or logs in any other manner, and includes the treatment of any of the said articles by heat or chemicals where such treatment is carried on in conjunction with any of the aforesaid activities, and includes activities incidental thereto.

- (b) manufacture, stock- piling and retailing of wood-wool, boxes, shooks, mine supports, trays, crates, poles, planks, baulks, sleepers, pallets, drum cables, shelves (excluding cupboards and cabinets) or other articles of which wood constitutes the main component, and includes incidental activities.
- (c) This sector excludes the following activities where such activities do not take place together with any other activities mentioned in (a)
- I. Joinery;
  - II. The manufacture of wagons, carts and boats as covered by the Iron, Steel, Engineering and Metallurgical Industries;
  - III. The manufacture of coffins;
  - IV. The manufacture of plywood, veneers, veneered boards, laminated boards, block boards, chip boards or any similar products of which wood forms the main component;
  - V. The manufacture of containers or components of containers that are intended or used for the packaging or marketing of agricultural products, and
  - VI. Sawmilling as defined in (a) above is not included in the scope of this Bargaining Council when it is carried out in an establishment the principal activity of which is manufacture of wooded furniture and in which concern the lumber, planks, etc. produced from their own saw milling activity are processed further into furniture.

#### **C. Pulp, Paper Sector**

“Pulp and paper sector” means the sector concerned with the manufacture of pulp, paper, dissolving pulp and paper board, and includes activities, incidental thereto

#### **D. Tissue and Allied Products Sector**

“Tissue and Allied Products Sector” means the sector concerned with the production or conversion and distribution by the manufacturers, licensees and importers of tissue, absorbent, infant and adult and feminine care products of any nature whatsoever, including the occupations and operations incidental thereto, whether or not the said occupations and/ or operations are carried out separately or collectively, and includes activities, incidental thereto. “

## **E. Paper Distributors Sector**

“Paper Distributors Sector” means the sector concerned with the distribution of printers’ supplies and other materials utilised by the graphic art industry in general, and includes activities, incidental thereto.”

### **4. CLAUSE 6: DISPUTE RESOLUTION LEVY**

#### **5.**

***Substitute clause 6.1 and 6.2 with the following:***

6.1. Every employer shall deduct R4, 00 per month from the earnings of each of that employer’s employees.

6.2 The employer shall add an equal amount of (R4, 00) to the amount referred to in 6.1 above and shall forward the total amount to the Council on or before the 7<sup>th</sup> day of the month following the month in which the deductions were made. This payment shall be accompanied by a schedule stating the date of the deduction, the names of the employees, identity numbers of employees in respect of whom deductions were made, the total amounts deducted, the amount contributed by the employer and the total amount paid over to the Council

### **5 CLAUSE 7: COMPULSORY REGISTRATION OF EMPLOYERS**

***Substitute clause 7.1 with the following:***

“7.1 Every employer, unless that employer has already done so, shall in respect of each place at which the employees carries on business involving an activity falling within the registered scope of the council complete a statement in the form “Annexure A” to this Agreement and lodge such statement with the General Secretary and include all identity numbers of all employees in the registered scope of the council, not later than 30 days after the date on which this Agreement becomes binding in the case of any place of business which is operating at that date , or of the commencement of business at any such place.”

## 6 CLAUSE 9: ENFORCEMENT AND DISPUTE RESOLUTION

*Insert the following introduction to this clause:*

“The Council has, in terms of section 127 of the Labour Relations Act, 1995, been accredited to perform dispute resolution functions, subject to the terms and conditions set out in the accreditation. The accreditation is renewable on annual basis, and for purposes of enforcement and dispute resolution, the Council has designated agents appointed by the Minister, and it uses the services of accredited CCMA commissioners to resolve disputes”.

## 7. CLAUSE 10: EXEMPTIONS

*Substitute clause 10 with the following:*

- “10.1 Any employer, whether a party or a non-party to the Council, which is registered with and falls within the Council’s registered scope for the purposes of this Agreement, may apply to the Council for exemption from any provision of this Agreement.
- 10.1. Any person bound by this agreement may apply for an exemption. The Council has authority to consider applications for exemptions; and grant exemptions in appropriate cases.
- 10.2 Any applications for exemption shall be made on a prescribed form, in the form of “Annexure B” to this Agreement.
- 10.3 Any applications for exemption or appeal shall be motivated in accordance with the exemption criteria set out in 10.18 below; shall be supported by relevant documentation and, in addition, shall contain the following information:
- (a) The period for which the exemption or appeal is sought;
  - (b) the number of employees affected and how many of such employees are member of a registered trade union;
  - (c) satisfactory proof that the applicant has consulted, or will consult, its employees at plant level in respect of the exemption or appeal sought, which consultation shall include a registered trade union party, where such trade union has members employed at the workplace, and shall include the response resulting from such consultation; and
  - (d) the demonstrable commercial need of the applicant for the exemption or appeal sought.



- 
- 10.4 All applications for exemption shall be made to the General Secretary of the Council, who shall forthwith refer the full exemption application to the relevant Chamber Exemptions Committee, which shall have delegated powers to deal with such application on behalf of the Council.
- 10.5 The Chamber Exemptions Committee shall consider and decide on an application in accordance with the criteria set out in 10.19 below, within 30 days of receipt of the application by the Chamber Exemptions Committee.
- 10.6 The Chamber Exemptions Committee or National Exemption Appeals Committee may call for any further information or submission it deems appropriate from the applicant, prior to making a decision.
- 10.7 The Chamber Exemption Committee may, after considering the application in terms and the provisions of the criteria in clause 10.19 , grant, partially grant, or reject such application for exemption, and may impose any conditions on the granting or partial granting of any application it deems fit under the circumstances.
- 10.8 The Chamber Exemptions Committee shall notify the applicant of its decision within seven days of such decision having been reached.
- 10.9 If the application has been granted or partially granted, the Chamber Exemptions Committee shall specify the following in its notification to the applicant:
- (i) The conditions, if any, of its approval of the application;
  - (ii) the period for which the exemption will be valid;
  - (iii) the full name of the exempted employer or employee; and
  - (iv) upon receipt of a written request, the Chamber Exemptions Committee shall provide brief written reasons for its decision to grant the exemption to any party which has an interest in the matter.
- 10.10 If the application for exemption is rejected or partially approved, the Chamber Exemptions Committee shall provide concise written reasons for such rejection or partially approval to the applicant within 7 days of its decision.
- 10.11 Any reasons given by the Chamber Exemption Committee shall not bind the National Exemption Appeals Committee in considering any appeal in 10.12 below, since the latter may make a decision on appeal in accordance with such reasons as it deems appropriate,
- 10.12 Any decision of the Chamber Exemptions Committee to reject, partially approve the application or withdraw an exemption already granted may be referred on appeal to the National Exemptions Appeals Committee hereby established in terms of Act.

- 10.13 In terms of section 32(3)(e) of the Act, the Council establishes an Independent Body to hear and decide as soon as possible any appeal brought against the Exemptions Body's known as Chamber Exemptions Committee refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemption body or withdrawal of an exemption by the Council.
- 10.14 The Independent Body shall hear and decide and inform the applicant and the council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 10.15 No representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Body.
- 10.16 Such application shall be lodged within fourteen (14) days of the applicant's being notified of the decision of the Chamber Exemptions Committee. The National Exemption Appeals Committee may condone a late appeal on good cause shown.
- 10.17 The National Exemption Appeals Committee's decision shall be final and binding.
- 10.18 The following criteria shall be taken into account by the Chamber Exemptions Committee and the National Exemption Appeals Committee when determining applications for exemptions or appeals:
- (a) The merits of the written and verbal (if any) motivation provided by the applicant, the documentation supporting the application, and in particular, whether the applicant has made a compelling case for the exemption or appeal;
  - (b) Whether or not the employees have supported or rejected the application, providing such support or rejection may be determined by ballot;
  - (c) Whether or not the applicant is in arrears with respect to payment of Council levies or employer or trade union subscriptions and if so, whether an agreed payment plan exists in respect of any such outstanding money;
  - (d) Whether the application, if granted, would result in a conflict with the primary objectives of the Act;
  - (e) what impact, if any, a successful application for exemption or appeal will have on the applicant's competitors;
  - (f) the extent to which the proposed exemption or appeal may undermine collective bargaining and labour peace in the Industry or sector;
  - (g) an existing or projected special financial, economic or other circumstances put forward by the applicant as reasons warranting the

granting of an exemption or appeal, including what economic hardship the applicant will suffer if the applicant is refused: Provided that the Chamber Exemptions Committee or the National Exemption Appeals Committee may require the disclosure of such relevant verifiable information as it deems fit in this regard;

- (h) the history of the business entity and/or its shareholders, directors and owner within the Industry, including the period of its operation and in particular whether or not the entity is a new, emerging enterprise or a small or medium enterprise (SME)
- (i) any representations made by the employees and/or their representatives, including a registered trade union, or any party to the Council;
- (j) any possible alternatives which may be acceptable to the applicant and/or any other interested party in the circumstances;
- (k) the cost, efficiency and administration of any conditions which the Chamber Exemptions Committee or National Exemption Appeals Committee may feel it necessary to impose;
- (l) what cost-saving measures may have been implemented by the applicant other than those in respect of its cost of labour;
- (m) what hardship may eventuate to employees in the event of the exemption or appeal being granted;
- (n) any relevant time limits contained in this exemption procedure or appeal procedure and the Act, and in particular that any exemption or partial granting of an exemption or granting or partial granting of appeal shall be for a fixed, stipulated period;
- (o) whether the applicant has provided sufficient verifiable and relevant information in support of the application;
- (p) any other relevant factor.

10.19 An applicant shall be entitled to apply on the prescribed form, "Annexure B" to the General Secretary of the Council for the extension of any exemption or appeal granted by either the Chamber Exemptions Committee or the National Exemption Appeals Committee. An application for extension shall contain such additional information as may be necessary and required to substantiate the request with reference to the criteria set out in 10.3 above.

10.20 The procedure and requirements for considering and determining an application for extension shall be in accordance with the provisions of 10.2 above, read with the changes required by the context. "

10.21 If an exemption is granted or partially granted the Exemptions Body or Independent Body whichever the case might be, shall issue an exemption

certificate, signed by its Chairman and Secretary, containing the following particulars:

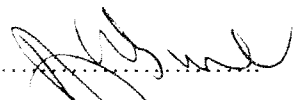
- (a) the full name of the applicant(s) or enterprise concerned;
- (b) the trade name;
- (c) the provisions of the Agreement from which exemption or appeal has been granted;
- (d) the period for which then exemption or appeal shall operate;
- (e) the date of issue and from which the exemption or appeal shall operate;
- (g) the condition(s) of the exemption or appeal granted
- (h) the area in which the exemption or appeal applies

10.22) The Exemptions Body or Independent Body shall;


- (a) retain a copy of the certificate
- (b) forward the original certificate to the Secretary of the Council; and
- (c) a copy of the exemption or appeal certificate is sent to the applicant

10.23 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

Thus done and signed at Johannesburg this 27<sup>th</sup> day of August 2015.

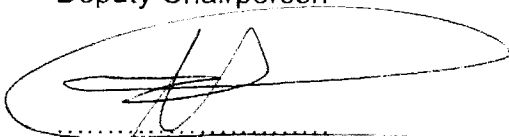
  
.....  
**David Ngubane**

Chairperson

  
.....

**Thamsanqa TV Mhlongo**

Deputy Chairperson

  
.....

**Linda Dlamini**

General Secretary