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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

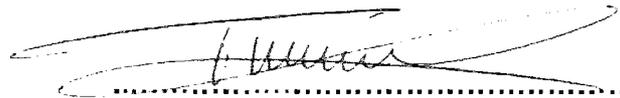
DEPARTMENT OF LABOUR

NO. R. 1412

01 NOVEMBER 2019

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
(BCCEI): EXTENSION OF CONSTRUCTION INDUSTRY AND RETIREMENT
BENEFIT FUND AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES**

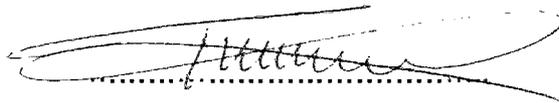
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Collective 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 31 August 2023.



MR TW NXESI, MP**MINISTER OF EMPLOYMENT AND LABOUR**DATE: 21/10/2019

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI
YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA
KWESIVUMELWANO ESICHIBIYELAYO SESIKHWAMA SOMHLALAPHANSI
SELULELWA KILABO ABANGEYONA INGXENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kUleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2023.

**MR TW NXESI, MP****UNGGONGQOSHE WEZEMISEBENZI NEZABASEBENZI**

USUKU: 21/10/2019

SCHEDULE
BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
CONSTRUCTION INDUSTRY AND RETIREMENT BENEFIT FUND COLLECTIVE
AGREEMENT

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

Employers' Organisations

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the "employer" or the "employers' organisation") of the one party and the-

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the "employees" or the "trade unions") of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry), to amend the Agreement published under Government Notice No. R.1107 of 19 October 2018.

1. SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall apply to and be observed-

- (a) throughout the Republic of South Africa and
- (b) by all employers and employees in the Civil Engineering Industry who are members of the employers' organisations and the trade unions, respectively.

1.2. All the employers who do not have a retirement benefit fund in favour of their employees in place, shall by publication of this agreement join the Construction Industry Retirement Benefit Fund.

1.3. The rules of the retirement benefit fund referred to in this Agreement shall require that employers and employees contribute equally in respect of each employee's membership of the retirement benefit fund. Provided that a fund which provides solely for payment of benefits on death and disability shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

1.4. Notwithstanding the above, clause 1.2 will not apply to employers contributing to an existing Retirement Benefit Fund, registered in terms of the Pension Fund Act of 1956, which was fully operational before the publication of this agreement.

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T.G.M

- 1.5. This agreement becomes binding on the employers and employees referred to in sub-clause 1.1 to 1.4 once it is extended to non-parties by the Honourable Minister of Labour.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 August 2023.

CLAUSE 3: DEFINITIONS

Amend the two definitions as stated below with the following:

"Eligible Employee" shall mean an employee who: –

- (i) Is employed as a Permanent Employee of the Employer;
- (ii) Is employed on a Limited duration contract of employment with an Employer for longer than 3 months;
- (iii) Is under the age of 60; and
- (iv) Is not a member of a fund providing retirement benefits which was set up in terms of an agreement under the Labour Relations Act, 66 of 1995, or in terms of a collective agreement concluded in the civil engineering bargaining council in terms of the Labour Relations Act, 66 of 1995.

"Permanent Employee" means any employee who is appointed by an Employer on a permanent basis.

CLAUSE 9: EXEMPTIONS

9.1 Any person bound by this Agreement may apply to the BCCEI for an exemption from any provision of this agreement.

9.2 Any person affected by the BCCEI decision on the application may lodge an appeal against the decision to the Independent Appeal Board.

Insert new sub-clause 9.3

9.3 Applications for Exemptions and/or Appeals must be dealt with in terms of the guidelines set out in the Exemptions Collective Agreement.

T.G.M
A. IV²

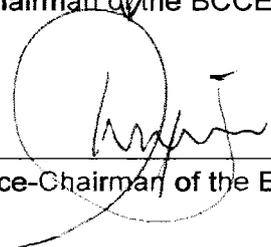
REMOVAL OF "APPENDIX A" FROM AGREEMENT

Appendix A to be removed from collective agreement.

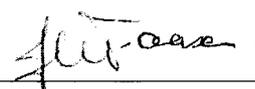
SIGNED AT SEATTLE, for and on behalf of the parties, this 15 day of August 2019.



Chairman of the BCCEI



Vice-Chairman of the BCCEI



General Secretary of the BCCEI

DEPARTMENT OF LABOUR

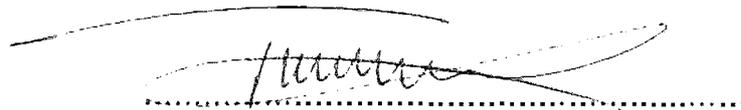
NO. R. 1413

01 NOVEMBER 2019

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE GENERAL GOODS AND HANDBAG SECTION AMENDING COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council of the Leather Industry of South Africa** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 2021.

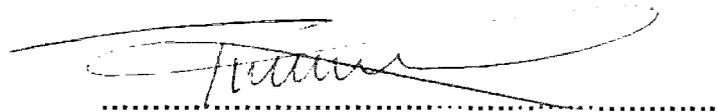
**MR TW NXESI, MP****MINISTER OF EMPLOYMENT AND LABOUR**

DATE: 21/10/2019

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA -1995**

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YEZIKHUMBA: UKWELUWA KWESIVUMELWANO SABAQASHI NABASEBENZI BESIGABA SEZIMPAHLA EZIJWAYELEKILE KANYE NEZIKHWAMA EZINCANE EZIPHATHWA ABESIFAZANE ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabaSebenzi ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yezikhumba**, futhi ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomsombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 30 kuNhlangulana 2021.



MNUMZANE TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 21/10/2019

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

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

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

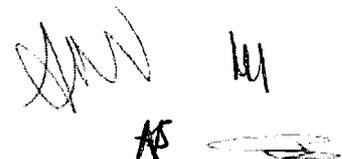
(Hereinafter referred to as the employers or the "employer organization") of the one part, and the

(b) **National Union of Leather and Allied Workers (N.U.L.A.W)**

and

(c) **Southern African Clothing and Textile Workers Union**

(Hereinafter referred to as the employees or the trade unions) of the other part, being the parties to the National Bargaining Council of the Leather Industry of South Africa, to amend the Agreement for the General Goods and Handbag Sector, published under Government Notices No. R.1193 of 17 December 2010, R.524 of 24 June 2011, R.1018 of 7 December 2011, R.885 of 2 November 2012, R.771 of 18 October 2013, R.790 of 17 October 2014, R.1044 of 30 October 2015, R.765 of 24 June 2016, R.1280 of 21 October 2016, 758 of 29 September 2017 and R.1230 of 16 November 2018.

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1. CLAUSE 1 - SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this agreement shall be observed in the General Goods and Handbag Section of the Leather Industry:
 - (a) in the Republic of South Africa,
 - (b) by all employers who are members of the employer organisation, and by all employees who are members of the trade unions who are engaged or employed in the General Goods and Handbag sectors of the Leather Industry respectively.
- (2) Notwithstanding the provisions of subclause (1), the terms of this agreement shall apply only to employees for whom wages are prescribed in Annexure C to the agreement, and to the employers of such employees.
- (3) The terms of this agreement shall not apply to non-parties in respect of Clauses 1(1)(b) and 2(1).

2. CLAUSE 2 - DATE AND PERIOD OF OPERATION

- (1) This agreement shall come into operation for the parties on 1 July 2019 and remain in force for the period ending 30 June 2021.
- (2) This agreement shall come into operation for non-parties on such date as the Minister of Labour extends the agreement to non-parties and shall remain in force for the period ending 30 June 2021.

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3. CLAUSE 4 WAGES, RATES AND REMUNERATION

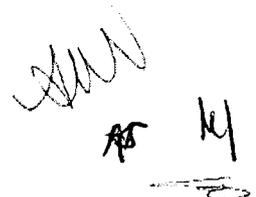
Amend subclause (9) "Subsistence Allowance" as follows:

"Where a motor vehicle driver and his assistant are required by their employer to be away from home, an allowance of R200 shall be paid in respect of every night such employees spend away from home."

4. ANNEXURE C - WAGE RATES

Substitute the following for Annexure "C"

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

Handwritten signatures and initials at the bottom right of the page, including a large signature and the initials 'AS' and 'M'.

ANNEXURE C**1. WAGE RATES**

	Column A Per Week	Column B Per Week
(A) The following wage rates shall be paid to employees engaged in the General Goods and Handbag Section of the Industry:		
(i) Foreman (Grade C1)	2200.12	2420.13
(ii) Chargehand (Grade B2)	1671.64	1838.80
(iii) Despatch Clerk (Grade A3)	1407.69	1548.46
(iv) Driver of a motor vehicle authorised to carry or haul a payload of:		
(a) Under 2722 Kg (Grade B1)	1459.00	1604.90
(b) Over 2722 Kg (Grade B2)	1671.64	1838.80
(v) General Worker (Grade A1)	1088.77	1197.65
(vi) Night Watchman (Grade A2)	1184.45	1302.90
(vii) Packer (Grade A1)	1088.77	1197.65
(viii) Storeman (Grade A3)	1407.69	1548.46
(B) The following wage rates shall be paid to qualified employees engaged in the manufacture of Travelling Requisites, Saddlery, Harnesses, Braces, Personal Goods and Handbags:		
(i) Grade A1	1088.77	1197.65
(ii) Grade A2	1184.45	1302.90
(iii) Grade A3	1407.69	1548.46
(iv) Grade B1	1459.00	1604.90
(v) Grade B2	1671.64	1838.80
(vi) Grade B3	1830.37	2013.41

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[Handwritten initials]

	Column A Per Week	Column B Per Week
(C) The following wage rates shall be paid to qualified employees engaged in the manufacture of balls in the Magisterial Districts of Bellville, Goodwood and Durban and Cricket and Hockey Balls in the Magisterial District of Wynberg:		
(i) Grade A1	1088.77	1197.65
(ii) Grade A2	1184.45	1302.90
(iii) Grade A3	1407.69	1548.46
(iv) Grade B1	1459.00	1604.90
(v) Grade B2	1671.64	1838.80
(vi) Grade B3	1830.37	2013.41
(D) The following wage rates shall be paid to Learners, other than those referred to in subclause (A):		
During the first six months of experience	882.62	970.88
During the second six months of experience	1053.66	1159.03

2. PROPORTION AND RATIO OF EMPLOYEES

(1) Travelling requisites -

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

(2) Saddlery -

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

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(3) Harness -

- (a) Not less than one foreman shall be employed in each establishment.
- (b) For each employee receiving a wage of not less than R1197.65 per week during the period ending 30 June 2020, not more than one employee may be employed at a wage less than R1197.65: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(4) Braces -

For each employee receiving a wage of not less than R1197.65 per week during the period ending 30 June 2020, not more than one employee may be employed at a wage less than R1197.65 per week during the period ending 30 June 2020: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

(5) Personal Goods -

For each employee receiving a wage of not less than R1197.65 per week during the period ending 30 June 2020, not more than one employee may be employed at a wage less than R1197.65 per week during the period ending 30 June 2020: Provided that general workers shall not be taken into consideration when determining the number of such employees that may be employed.

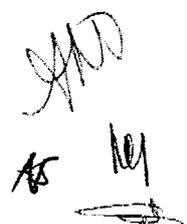
(6) Handbags -

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

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- (b) The number of learners employed in each *establishment* shall not exceed three such employees to every two qualified employees employed in such *establishment*.
- (c) Notwithstanding the provisions of subclause (1), the following departmental ratios shall be observed:
- (i) Cutting Department - Not more than three learner cutters shall be employed to every two qualified cutters employed in each *establishment*.
 - (ii) Machining Department - Not more than three learner machinists shall be employed to every two qualified machinists employed in each *establishment*.
 - (iii) Handbag framing department - Not more than three learners handbag framers shall be employed to every two qualified handbag framers employed in each *establishment*.

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SIGNED BY THE PARTIES AT DURBAN ON THIS 23rd DAY OF JULY 2019.

A OWEN, Member of the Council



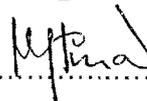
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A BENJAMIN, Member of the Council



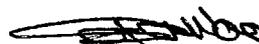
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V MEMBINKOSI, Member of the Council



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S NAIDOO, General Secretary of
the Bargaining Council



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DEPARTMENT OF LABOUR

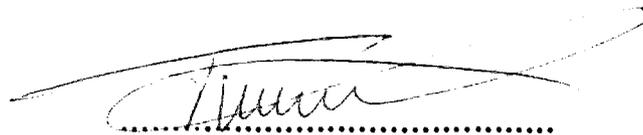
NO. R. 1414

01 NOVEMBER 2019

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF AMENDMENT OF WAGE TASK GRADE COLLECTIVE AGREEMENT TO NON-PARTIES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Wage Task Grade Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Wage Task Grade Amending Collective 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 31 August 2021.

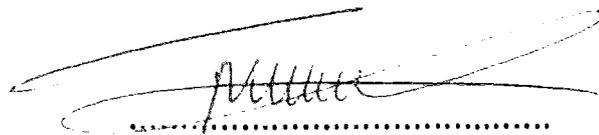
**MR TW NXESI, MP****MINISTER OF EMPLOYMENT AND LABOUR**

DATE: 21/10/2019

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO SEMIHOLO KANYE NESIGABA SEMISEBENZI YEZABASEBENZI ESICHIBIYELAYO, SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2021.



MNUMZANE TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 21/10/2019

SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
WAGE AND TASK GRADE COLLECTIVE AGREEMENT**

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

Employers' Organisation

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the "employer" or the "employers' organisations") of the one party and the-

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Bargaining Council for the Civil Engineering Industry), to amend the Agreement published under Government Notice No. R.951 of 14 September 2018.

APPLICATION AND INTERPRETATION OF AGREEMENT**1. Application of the agreement**

1.1 This agreement binds:

- i. All employees in the Civil Engineering industry that are members of the employers' organisations that are party to this agreement; and
- ii. All employees in the bargaining unit, employed in the Civil Engineering industry who are members of the trade unions that are party to this agreement.

T.G.M. ¹
L.V.

1.2 This Agreement must be applied in the jurisdiction of Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.3 Except as otherwise provided for in this Agreement, this Agreement establishes the minimum rate of pay for all scheduled employees as defined in the BCCEI Conditions of Employment Collective Agreement irrespective of whether the employee is employed in terms of an exemption from this Agreement or under conditions determined by the Council.

1.4 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.

2. Period of operation of agreement

2.1. This amendment becomes binding on the employers and employees referred to sub-clause (1.1), once it is extended by the Honourable Minister of Labour, in terms of Section 32 of the Act 66 of 1995, from a date determined by the Minister of Labour.

2.2 This Agreement shall remain in force until 31 August 2021.

CHAPTER I: GENERAL

CLAUSE AMENDMENTS TO AGREEMENT

Amend sub-clauses 3.1.1, 3.1.2 and 3.1.3 as follows: -

3. Levels of bargaining in the Industry and Peace Obligation

3.1 Subject to sub-clause 3.2 -

3.1.1 The Bargaining Council shall be the sole forum for negotiating matters contained in the Wage and Task Grade Collective Agreement;

f. 2
Y.V
T.G.M

3.1.2 During the currency of the Wage and Task Grade Collective Agreement, no matter contained in this agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

3.1.3 Any provision in a collective agreement binding an employer and employees covered by the Bargaining Council, other than a collective agreement concluded by the Bargaining Council that requires an employer or a trade union to bargain collectively in respect of any matter contained in the Wage and Task Grade Collective Agreement, is of no force and effect.

3.2 Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Bargaining Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to comply with sub-clause 3.1. In the event of the parties to such arrangements failing to agree to modify or suspend or terminate such arrangements by the date of implementation of the Wage and Task Grade Collective Agreement, the wage increases on scheduled rates and not on the actual rates shall be applicable to such employers and employees until the parties to such arrangement agree otherwise.

3.3 The provisions of these clauses shall apply equally to any trade union or employer organisation not party to this Agreement.

CHAPTER II: CLAUSE AMENDMENTS TO AGREEMENT

Amend sub-clauses 1.1 and 1.2 as follows: -

1. Provisions relating to an application for exemption

1.1 Any person bound by this Agreement may apply to the BCCEI for an exemption from any provision of this agreement.

1.2 Any person affected by the BCCEI decision on the application may lodge an appeal against the decision to the Independent Appeal Board.

Insert new sub-clause 1.3

1.3 Applications for Exemptions and/or Appeals must be dealt with in terms of the guidelines set out in the Exemptions Collective Agreement.

CHAPTER IV: APPENDICES TO AGREEMENT

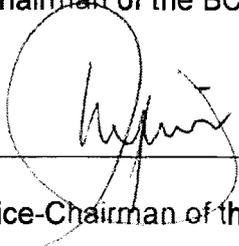
Remove/Delete "Appendix A" from collective agreement.

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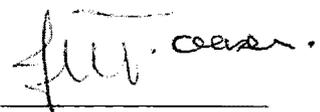
SIGNED AT BEFORVIEW....., for and on behalf of the parties, this day of 15/08/ 2019



Chairman of the BCCEI



Vice-Chairman of the BCCEI



General Secretary of the BCCEI

DEPARTMENT OF LABOUR

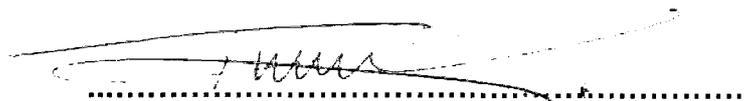
NO. R. 1415

01 NOVEMBER 2019

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
(BCCEI): EXTENSION OF CONSTRUCTION INDUSTRY AND RETIREMENT
BENEFIT FUND AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Collective 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 31 August 2023.



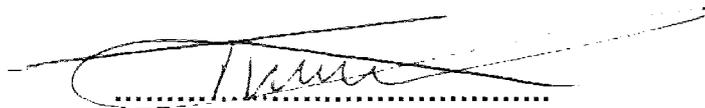
MR TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 21/10/2019

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI
YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA
KWESIVUMELWANO ESICHIBIYELAYO SESIKHWAMA SOMHLALAPHANSI
SELULELWA KILABO ABANGEYONA INGXEENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2023.

**MNUMZANE MR TW NXESI, MP****UNGGONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU: 21/10/2019.**

SCHEDULE

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY DISPUTE RESOLUTION COLLECTIVE AGREEMENT

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

Employers' Organisation

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the "employer" or the "employers' organisations")

of the one party and the-

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the "employees" or the "trade unions") of the other

part, being the parties to the Bargaining Council for the Civil Engineering

Industry), to publish the Dispute Resolution Collective Agreement

APPLICATION AND INTERPRETATION OF AGREEMENT

1. Application of the agreement

1.1 This agreement binds:

- (a) All employees in the Civil Engineering industry that are members of the employers' organisations that are party to this agreement; and
- (b) All employees in the bargaining unit, employed in the Civil Engineering industry who are members of the trade unions that are party to this agreement.

1.2 This Agreement must be applied in the jurisdiction of Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.3 Except as otherwise provided for in this Agreement, the BCCEI established a Committee to deal with applications for exemption from the provisions of the BCCEI's Collective Agreements.

1.4 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.

2. Period of operation of agreement: -

2.1 This agreement becomes binding on the employers and employees – refer to sub-clause (1.1), once it is extended by the Honourable Minister of Labour, in terms of Section 32 of the Act 66 of 1995, from a date determined by the Minister of Labour;

2.2 This agreement becomes binding on the employers and employees referred to in sub-clause 1.1 to 1.4 once it is extended to non-parties by the Honourable Minister of Labour and shall remain in force until 31 August 2023.

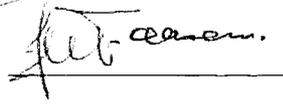
SIGNED AT BEDFORDVIEW, for and on behalf of the parties, this day of 15/08/ 2019



Chairman of the BCCEI



Vice-Chairman of the BCCEI



General Secretary of the BCCEI

DEPARTMENT OF LABOUR

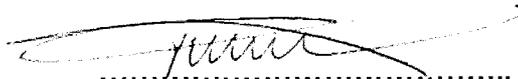
NO. R. 1416

01 NOVEMBER 2019

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR CIVIL ENGINEERING INDUSTRY (BCCEI):
EXTENSION OF EXEMPTIONS COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Collective 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 31 August 2021.

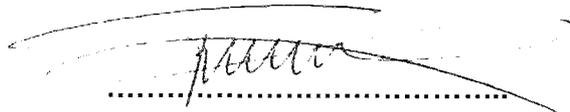
.....
MR TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 21/10/2019

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO SOKUKHULULWA SELULELWA KILABO ABANGEYONA INGXE NYE YESIVUMELWANO**

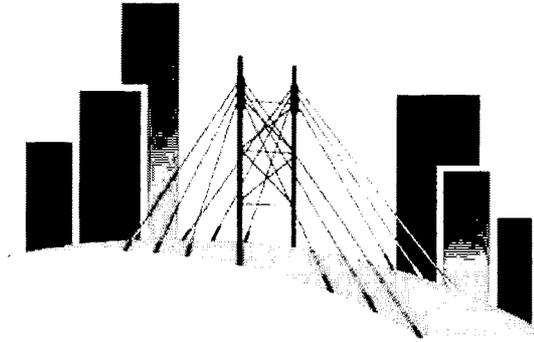
Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka - 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuNcwaba 2021.



MNUMZANE TW NXESI, MP

UNGGONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 21/10/2019



BCCEI

Bargaining Council for the
Civil Engineering Industry

EXEMPTIONS COLLECTIVE AGREEMENT

OF THE BARGAINING COUNCIL
FOR THE CIVIL ENGINEERING INDUSTRY

J. P. V.
T. G. M.

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1. Schedule
2. Application and interpretation of agreement
 - 2.1 application of the agreement
 - 2.2 Period of operation
3. Definitions
4. Introduction
5. Exemptions - Fundamental Principles
6. Exemptions - Remuneration and Benefits
7. Exemptions - Construction Industry Retirement Benefit Fund (CIRBF)
8. Exemptions from payment of interest
9. General
10. Composition of the Committee and IAB
11. Chairperson of the Committee and IAB
12. Conduct of members of the Committee and IAB
13. Quorum
14. Decisions of the Committee and IAB
15. Meetings of the Committee and IAB

A. J. V.
T. G. M.

SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
EXEMPTIONS COLLECTIVE AGREEMENT**

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

Employers' Organisation

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the "employer" or the "employers' organisations") of the one party and the-

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Bargaining Council for the Civil Engineering Industry), to publish the Exemptions Collective Agreement.

2. APPLICATION AND INTERPRETATION OF AGREEMENT**2.1 Application of the agreement**

2.1.1 This agreement binds:

- i. All employees in the Civil Engineering industry that are members of the employers' organisations that are party to this agreement; and

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- ii. All employees in the bargaining unit, employed in the Civil Engineering industry who are members of the trade unions that are party to this agreement.

2.2 This Agreement must be applied in the jurisdiction of Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

2.3 Except as otherwise provided for in this Agreement, the BCCEI established a Committee to deal with applications for exemption from the provisions of the BCCEI's Collective Agreements.

2.4 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.

2.5 Period of operation of agreement

2.5.1. This agreement becomes binding on the employers and employees—refer to sub-clause (1.1), once it is extended by the Honourable Minister of Labour, in terms of Section 32 of the Act 66 of 1995, from a date determined by the Honourable Minister of Labour.

2.5.2 This agreement becomes binding on the employers and employees Referred to in sub-clause 2.1 to 2.4 once it is extended to non-parties by the Honourable Minister of Labour.

2.5.3. This Agreement shall remain in force until: 31 August 2021.

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Exemptions Collective Agreement

3. Definitions

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Labour Relations Act 66 of 1995 ("the Act"), shall have the same meaning as in the Act and any reference to an Act shall include any amendment to such Act.

Any reference to the singular shall include the plural and vice versa and any reference to any gender shall include the other gender and further unless inconsistent with the context:

'**Affected parties**' means the Applicant and any parties opposing the application.

'**Act**' means the Labour Relations Act 66 of 1995.

'**BCCEI**' means the Bargaining Council for the Civil Engineering Industry.

'**CIRBF**' means the Construction Industry Retirement Benefit Fund.

'**Committee**' means the Independent Exemptions Committee.

'**IAB**' means the Independent Appeal Board.

'**Office**' means the BCCEI administration.

'**Scheduled employee**' means an employee whose task grade is reflected in the Wage and Task Grades Collective Agreement.

4. Introduction

- a) In terms of the Labour Relations Act, the BCCEI established a Committee to deal with applications for exemption from the provisions of the BCCEI's Collective Agreements.
- b) Applications shall be dealt with within 30 (thirty) calendar days of receipt of the completed application and all supporting documentation.
- c) Appeals in respect of decisions made with regards to exemption applications must be referred to the IAB for a final decision.
- d) Applications must be considered on the basis of this Agreement in order to ensure consistency in the granting or refusing of exemption applications.
- e) Reasons for granting or refusing an application shall be recorded and retained by the Office. These reasons must be supplied to affected parties. The Office will give consideration to motivated requests for such reasons from any other interested parties.
- f) The Committee and the IAB may at any time, after prior notification and after allowing the affected parties an opportunity to make representations, withdraw an exemption either wholly or in part, or amend the conditions under which the exemption was issued, or amend the conditions of employment and other matters regulated under the exemption. Nothing precludes the Committee and the IAB from considering any other submissions in its discretion.

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g) Time limits.

- i. An application for exemption from an existing provision of a Collective Agreement must be lodged with the BCCEI not less 3 (three) months prior to the date of intended implementation of the requested exemption.
- ii. An exemption application relating to the payment of the Year-End Bonus, must reach the BCCEI by no later than 15 September of the year in question.
- iii. An application for exemption from any newly published clause of a Collective Agreement (e.g. wage increases) must be lodged with the BCCEI within 30 (thirty) calendar days of the date of publication of the new clause.
- iv. The Committee and IAB may however, on detailed and good cause shown by the Applicant, condone a late application for exemption.

5. Exemptions - Fundamental Principles

These fundamental principles are supplemented by the requirements set out below for specific types of applications.

The BCCEI hereby establishes a Committee, constituted of persons independent of the BCCEI, to consider all applications for exemption from the provisions of the BCCEI Collective Agreements.

The BCCEI further establishes an IAB in terms of section 32 (3)(e) of the Act to consider and decide any appeal from a decision of the Committee.

The following fundamental principles are to be observed in considering and deciding upon, an application for exemption:

- a) Retrospective applications - Applications for exemption must, in principle, not be granted retrospectively prior to the date of the application.
- b) An urgent application may be faxed, e-mailed or hand delivered to the Office. Such an application must contain an explanation as to why the application is made as a matter of urgency. If satisfied that the application is urgent, the Committee or IAB must (i) consider the application; (ii) make a decision; (iii) communicate the decision to the affected parties.
- c) Prescribed forms: All applications must be in writing on the prescribed application forms (obtainable from the Office or the BCCEI website) which, together with supporting documentation, must be sent to the BCCEI for consideration.
- d) The Committee and IAB shall take into consideration all relevant factors, which may include, but shall not be limited to the following criteria:
 - i. The applicant's past record (if applicable) of compliance with the provisions of the BCCEI Collective Agreements.
 - ii. Previous exemptions granted;
 - iii. Any special circumstances that exist;
 - iv. The interest of the industry as regards:

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- a) Unfair competition;
 - b) Collective bargaining;
 - c) Potential for labour unrest;
 - d) Increased employment,
- v. The interest of employees as regards:
- a) Exploitation;
 - b) Job preservation;
 - c) Sound conditions of employment;
 - d) Possible financial benefits;
 - e) Health and safety;
 - f) Infringement of basic rights.
- vi. The interest of the employer as regards to:
- a) Financial stability;
 - b) Impact on productivity;
 - c) Future relationship with employees and trade unions;
 - d) Operational requirements.
- e) The employer must consult with the workforce - In respect of unionised employees, their trade union representative/s must be consulted and in the case of non-unionised employees, their elected representative/s must be consulted. In the event that employees do not have an elected representative, the employees themselves must be consulted.
- i. Any objections to the application raised by any of the employees or their representative/s must be accurately and fully recorded in a document which must accompany the application.
- ii. The employer's position in response to the above objections (if any) must also accompany the application.
- f) The Committee and IAB, in considering the application, must take into consideration the views expressed by the parties and other representations received in relation to that application by any other interested parties. The exemption must not contain terms that have an unreasonably detrimental effect on the fair, equitable and uniform application of the BCCEI Collective Agreements. An exemption may not be granted in respect of any issue which is covered by an arbitration award.
- g) An affected party or parties shall have the right to appeal, in writing, against a decision of the Committee, within 30 (thirty) calendar days of having been notified or becoming aware of the Committee's decision and reasons therefore. The notice of appeal must set out the grounds on which the appeal is based.

6. Exemptions – Remuneration and Benefits

- a) Further to the provision of clause 3 above the following provisions will also be applicable to remuneration and benefits related exemptions.
- b) Remuneration and benefits exemptions may not be granted beyond the expiration of the Collective Agreement.

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- c) Application for exemption from the clauses in the Collective Agreement relating to the payment of the minimum wages, year-end bonus or any other remuneration and/or benefit/s will be dealt with after giving consideration to the following and providing clear evidence of financial difficulties as follows:
- i. The last 3 (three) years' Audited Financial Statements (Income Statements, Balance Sheets, Cashflow Statements, Statements of Changes and Notes). The Audited Financial Statements must be accompanied by a signed Auditor's Report, Accounting Officer in the case of CC's;
 - ii. Management Accounts (Income Statements, Balance Sheets, Cashflow Statements, Statements of Changes and Notes) covering the period from the date of the above Financial Statements to a date not longer than 1 (one) month prior to the date of the application;
 - iii. A detailed explanation of the difficulties being faced by the company and why they should be addressed by means of an exemption as opposed to any other alternative;
 - iv. In the case of an application for exemption from payment of minimum wages, a business plan which includes a timetable setting out how and when the applicant expects to "catch-up" with the minimum wage rate of the industry.
- d) The proposed exemption should be implemented by the applicant until the exemption process has been concluded after which any adjustments must be applied retrospectively from the date of the application of the agreement.

7. Exemptions - Construction Industry Retirement Benefit Fund ("CIRBF").

- a) Further to the provision of clause 3 above the following provisions will also be applicable to the CIRBF related exemptions.
- b) The criteria for determining exemptions from the CIRBF are as follows:
 - i. Total contributions to the private fund must be at least equal to those required in terms of the CIRBF;
 - ii. Contribution holidays are to be specifically excluded from proposed rules of a Defined Benefit Fund;
 - iii. Overall benefit package must, on the whole, not be less favourable than the benefits provided by the CIRBF;
 - iv. The comparative percentage of employer net contributions paid out on withdrawal;
 - v. In the case of Defined Contribution Funds, the percentage of the employers' and employees' salary actually credited to the fund, after deduction of administration fees and the cost of insured benefits;
 - vi. There must be no waiting period for membership of the fund;
 - vii. The right to transfer actuarial reserve to the CIRBF on withdrawal;
 - viii. Provision must be made for death and disability insurance;
 - ix. In the case of defined benefit funds, the basis on which the pension is calculated.

- c) CIRBF representatives must be given the opportunity to address management and the workforce prior to exemption being considered.
- d) The majority of the affected employees must support the application for exemption and the remainder will be required to follow the majority decision. Exemption will only be given in respect of all employees in order to avoid selective membership to the possible disadvantage of the CIRBF.
- e) Where the majority of affected employees are members of a trade union which is a signatory to the CIRBF Collective Agreement, the trade union must support the application.
- f) The exemption can be withdrawn by the Committee or IAB should circumstances warrant it.
- g) Benefits may not be reduced without a fresh exemption application to this effect being made and granted.
- h) The application is to be submitted by the Secretariat to the CIRBF Fund Administrators for comparison. The Committee or IAB may approach an independent actuary to evaluate a complex application if and when required.

8. Exemptions from payment of interest

- a) Applications for exemption from payment of interest levied on payment of fund contributions which are in arrears must be submitted to the BCCEI for consideration by the Committee or IAB.
- b) Applications must be accompanied by the reasons as to why the payments of funds are in arrears.

9. General

- a) The Committee or IAB may consult an expert(s) when considering applications, or invite oral motivations.
- b) The Office must notify the applicant of the decision of the Committee or IAB within 14 (fourteen) calendar days of the last date of the meeting of the Committee or IAB. Reasons for the decision must be provided, within 14 (fourteen) calendar days of the date of the meeting.
- c) If the application is granted, the Office shall issue an exemptions licence signed by the General Secretary or a person designated by him/her, containing the following:
 - i. The name of the applicant(s);
 - ii. The clause/s of the agreement from which exemption is granted;
 - iii. The period for which the exemption shall operate;
 - iv. The date issued;
 - v. The condition(s) of the exemption granted.

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T. G. M.

- d) The Office shall:
- i. Retain a copy of the licence;
 - ii. Forward the licence to the applicant.
- e) The applicant to whom a licence has been issued shall at all times have the licence available for inspection at their establishment/s or site/s.

10. Composition of the Committee and IAB

- a) The BCCEI must appoint members to the Committee and IAB on such terms and conditions they deem fit.
- b) The Committee and IAB will comprise of at least 3 (three) permanent members and one alternative. A minimum of 2 (two) persons will constitute a quorum.
- c) The Committee and IAB members hold office until:
 - i. They resign on 3 (three) months' written notice to the BCCEI;
 - ii. Or the BCCEI resolves to terminate their appointment.

11. Chairperson of the Committee and IAB

- a) The Committee and IAB shall elect one of the permanent members as chairperson at each meeting.

12. Conduct of members of the Committee and IAB

- a) Members of the Committee and IAB must be independent and impartial and perform the functions of office in good faith, and;
- b) Members of the Committee and IAB must recuse themselves from any hearing, should they have a direct financial interest or any other conflict of interest in the subject matter of the application.

13. Quorum

- a) 2 (Two) members of the Committee or IAB form a quorum for any meeting.
- b) If 2 (two) members are present at a meeting and they cannot reach consensus on any issue to be determined, the application must be postponed to a further meeting of the Committee or IAB, any further discussion regarding this application can only take place once the meeting is attended by 3 (three) Committee or IAB members.
- c) If an application to lead oral evidence or to present oral submissions is granted, the application must be heard by a meeting attended by 2 (two) or more members of the Committee or IAB.

14. Decisions of the Committee and IAB

- a) A decision agreed and confirmed in writing by 2 (two) members is as valid as a decision adopted at a duly convened meeting of the Committee or IAB.
- b) The Office shall keep a record of the decisions.

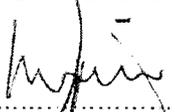
15. Meetings of the Committee and IAB

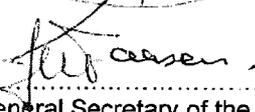
- a) Unless otherwise provided for in this Agreement, the Committee or IAB must determine the date and time for meetings.
- a) The Committee and IAB must meet at least once a month, unless there are no applications to be considered, or when requested to do so by the General Secretary or his/her designate. The meeting of the Committee or IAB must be determined in consultation with the Office.
- b) If a meeting does not finalise an application, the application may be postponed to a date and time determined by the Committee or IAB where applicable.

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K. J.V.
T. G.M.

Signed for and on behalf of the parties at Johannesburg on 15/08/ 2019


.....
Chairman of the BCCEI


.....
Vice-Chairman of the BCCEI


.....
General Secretary of the BCCEI

DEPARTMENT OF LABOUR

NO. R. 1417

01 NOVEMBER 2019

LABOUR RELATIONS ACT, 1995

REGISTRATION OF A TRADE UNION

I, **Lehlohonolo Daniel Molefe**, Registrar of Labour Relations, hereby notify, in terms of section 109(2) of the Labour Relations Act, 1995, that the **South African Police and Allied Workers Union (SAPAWU) (LR2/6/2/2910)** has been registered as a trade union with effect from 21 October 2019

The name of the union is entered into the register of trade unions.



REGISTRAR OF LABOUR RELATIONS

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. R. 1418

01 NOVEMBER 2019

DEEDS REGISTRIES ACT, 1937 (ACT NO. 47 OF 1937): AMENDMENT OF REGULATIONS

In terms of section 9 (9) of the Deeds Registries Act, 1937 (Act No. 47 of 1937), I, Thokozile Didiza, Minister of Agriculture, Land Reform and Rural Development, hereby approves the regulations contained in the Schedule as made by the Deeds Registries Regulations Board under section 10 of the said Act. The regulations will come into operation two months from the date of publication hereof in the *Gazette*.



MS THOKOZILE DIDIZA, (MP)

MINISTER OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

SCHEDULE

Definitions

1. In this Schedule “the Regulations” mean the Regulations promulgated by Government Notice No. R. 474 of 29 March 1963, as amended.

Amendment of regulation 68

2. Regulation 68 of the Regulations is hereby amended-

- (a) by the substitution for subregulation (1) of the following subregulation:

“(1) If any deed conferring title to land or any interest therein or any real right, or any registered lease or sublease or registered cession thereof or any mortgage or notarial bond, is lost or destroyed and a copy is required for any purpose other than one of those mentioned in either of the last two preceding regulations, the registered holder thereof or his duly authorized agent may make written application for such copy, which application shall be accompanied by an affidavit describing the deed and stating that it has not been pledged and it is not being detained by any one as security for debt or otherwise, but that it has been actually lost or destroyed and cannot be found though diligent search has been made therefor, and further setting forth where possible the circumstances under which it was lost or destroyed: Provided that where a Registrar is satisfied that any deed mentioned in this paragraph has been inadvertently lost, destroyed, defaced or damaged by him, it shall, notwithstanding the provisions of subregulation (2), be competent for him to issue a copy thereof free of charge and without the need to comply with subregulation (1E), upon submission of an application and affidavit by the relevant conveyancer or person contemplated in section 15A (2).”;

- (b) by the substitution for subregulation (1E) of the following subregulation:

“(1E) (a) Before the issuing of a certified copy of any deed conferring title to land or any interest therein or any real right, or any registered lease or sub-lease or registered cession thereof or any mortgage or notarial bond under this regulation, the applicant shall publish, substantially in the prescribed form, a notification of intention to apply for such certified copy in an issue of a newspaper circulating in the area in which the land is situated and in the case of a notarial bond in an issue of one or more newspapers circulating in the area of every deeds registry in which such notarial bond is registered.

(b) Copies of deeds referred to in paragraph (a) shall be open for inspection in the deeds registry free of charge by any interested person, for a period of two weeks from the date of publication of the notice, during which period any interested person may object to the issue of a copy.

(c) All persons having objection to the issue of such copy must lodge such objection in writing with the relevant Registrar of Deeds within two weeks from the date of the publication of the notice.”; and

(c) by the substitution for subregulation (11) of the following subregulation:

“(11) If the registered holder of a mortgage or notarial bond (which has been lost, destroyed or is unserviceable) or his or her duly authorised agent desires to procure cancellation of the bond, and has made written application duly witnessed to the Registrar to cancel such bond, and has complied, mutatis mutandis, with the provisions of subregulations (1), (2) and (3) of this regulation, the Registrar shall, if he or she is satisfied that no good reason to the contrary exists, cancel the registration duplicate of such bond, and such cancellation shall be deemed to be a cancellation of such bond notwithstanding that the original of such bond was not submitted for cancellation.”.

Substitution of regulation 79bis

3. The following regulation is hereby substituted for regulation 79*bis* of the Regulations:

“79 *bis*. It shall be the duty of the Registrar to notify the Surveyor-General concerned of the registration of a general plan and where any act of registration affects a diagram.”.

Substitution of forms

4. The Regulations are hereby amended-

(a) by the substitution for form JJJ of the following form:

“FORM JJJ

*** LOST OR DESTROYED DEED**

Notice is hereby given in terms of regulation 68 of the Deeds Registries Act, 1937, of the intention to apply for the issue of a certified copy of(here describe the deed) passed byin favour of in respect of certain(here insert the description of the property, omitting extent) which has been lost or destroyed.

All interested persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds atwithin two weeks from the date of the publication of this notice.

Dated at this..... day of

.....

Applicant

Address
E-mail address
Contact number

* Form does not apply to lost or destroyed bonds"; and

(b) by the substitution for form KKK of the following form:

"FORM KKK

LOST OR DESTROYED BOND

Notice is hereby given in terms of regulation 68 of the Deeds Registries Act, 1937, of the intention to apply for the issue of a certified copy of (here insert bond code, number and year)..... passed by.....for a capital amount of..... in favour of.....*in respect of certain..... (here insert the description of the property, omitting extent) which has been lost or destroyed.

All interested persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at within two weeks from the date of the publication of this notice.

Dated at this..... day of

Applicant
Address
E-mail address
Contact number

* In the case of Notarial Bonds, omit reference to property”.

Short title

5. These regulations shall be known as the Deeds Registries Amendment Regulations, 2019.

DEPARTEMENT VAN LANDELIKE ONTWIKKELING EN GRONDHERVORMING

NO. R. 1418

01 NOVEMBER 2019

**REGISTRASIE VAN AKTES WET, 1937 (WET NO. 47 VAN 1937): WYSIGING
VAN REGULASIES**

Kragtens artikel 9(9) van die Registrasie van Aktes Wet, 1937 (Wet No. 47 van 1937), keur ek, Thokozile Didiza, Minister van Landbou, Grondhervorming en Landelike Ontwikkeling, hiermee die regulasies soos in die Bylae vervat, uitgevaardig deur die Registrasieregulasieraad kragtens artikel 10 van bedoelde Wet, goed. Die regulasies tree in werking twee maande vanaf die datum van publikasie hiervan in die *Staatskoerant*.



ME THOKOZILE DIDIZA, (LP)

MINISTER VAN LANDBOU, GRONDHERVORMING EN LANDELIKE
ONTWIKKELING

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken “die Regulasies” die regulasies uitgevaardig by Goewermentskennisgewing No. R. 474 van 29 Maart 1963, soos gewysig.

Wysiging van Regulasie 68

2. Regulasie 68 van die Regulasies word hierby gewysig-

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) As 'n akte waarby reg op grond of enige belang daarin of enige saaklike reg verleen word, of enige geregistreerde huurkontrak of onderhuurkontrak of geregistreerde sessie daarvan of enige verbandakte of notariële verband verlore raak of vernietig is, en 'n afskrif nodig is vir 'n ander doel as vir dié genoem in enigeen van die laaste twee voorafgaande regulasies, kan die geregistreerde houer daarvan, of sy behoorlik gemagtigde agent, skriftelik aansoek doen om sodanige afskrif, en dié aansoek moet vergesel wees van 'n beëdigde verklaring wat die akte beskryf en meld dat dit nie verpand of deur iemand gehou word as sekuriteit vir skuld of andersins nie, maar dat dit werklik verlore geraak het of vernietig is, en dat dit na grondige ondersoek nie te vind is nie, en verder om, waar moontlik, die omstandighede uiteen te sit waaronder dit verlore geraak het of vernietig is: Met dien verstande dat waar 'n Registrateur oortuig is dat enige akte waarna in hierdie paragraaf verwys word, onopsetlik deur hom verloor, vernietig, geskend of beskadig is, hy, nieteenstaande die bepalings van subregulasie (2), 'n afskrif daarvan gratis en sonder die noodsaaklikheid om te voldoen aan die bepalings van subregulasie (1E), kan uitreik by voorlegging van 'n aansoek en beëdigde verklaring deur die betrokke transportbesorger of persoon bedoel in artikel 15A (2).”;

(b) deur subregulasie (1E) deur die volgende subregulasie te vervang:

“(1E) (a) Alvorens ‘n gesertifiseerde afskrif van enige akte waarby reg op grond of enige belang daarin of enige saaklike reg verleen word, of enige geregistreerde huurkontrak of onderhuurkontrak of geregistreerde sessie daarvan of enige verbandakte of notariële verband kragtens hierdie regulasie uitgereik word, moet die applikant, substansieel in die voorgeskrewe vorm, ‘n kennisgewing van voorneme om aansoek vir sodanige afskrif te doen publiseer in ‘n uitgawe van ‘n nuusblad wat in omloop is in die gebied waarin die grond geleë is, en in die geval van ‘n notariële verband in ‘n uitgawe van een of meer nuusblaaië wat in omloop is in die gebied van elke registrasiekantoor waarin sodanige notariële verband geregistreer is.

(b) Afskrifte van aktes na verwys in paragraaf (a) moet kosteloos in die registrasiekantoor ter insae van belanghebbendes beskikbaar gehou word, vir ‘n tydperk van twee weke vanaf datum van publikasie van die kennisgewing, gedurende welke tydperk enige belanghebbende teen die uitreiking van ‘n afskrif daarvan beswaar mag aanteken.

(c) Alle persone wat beswaar het teen die uitreiking van sodanige afskrif, moet skriftelike beswaar indien by die toepaslike Registrateur van Aktes binne twee weke vanaf datum van publikasie van die kennisgewing.”; en

(c) deur subregulasie (11) deur die volgende subregulasie te vervang:

“(11) As die geregistreerde houer van ‘n verband of notariële verband (wat verlore geraak het, vernietig is of onbruikbaar geword het) of sy of haar behoorlik gemagtigde agent begeer om die rojering van die verband te verkry en skriftelik aansoek, behoorlik deur getuies onderteken, gedoen het by die Registrateur om die rojering van sodanige verband, en mutatis mutandis voldoen het aan die bepalings van subregulasies (1), (2) en (3) van hierdie regulasie, moet die Registrateur, as hy of sy oortuig is dat daar geen goeie rede bestaan waarom hy of sy dit nie sou doen nie, die registrasieduplikaat van sodanige verband rojeer, en sodanige rojering word geag ‘n rojering van sodanige verband te wees nieëenstaande dat die oorspronklike van sodanige verband nie vir rojering voorgelê is nie.”.

Vervanging van regulasie 79bis

3. Regulasie 79bis van die Regulasies word hierby deur die volgende regulasie vervang:

“79bis. Met die registrasie van ‘n algemene plan en waar enige registrasiehandeling ‘n kaart raak, is die Registrateur verplig om die betrokke Landmeter-generaal daarvan te verwittig.”.

Vervanging van Vorms

4. Die Regulasies word hierby gewysig:-

(a) deur Vorm JJJ deur die volgende vorm te vervang:

“VORM JJJ*** VERLORE OF Vernietigde TITELBEWYS**

Hiermee word kennis gegee dat kragtens die bepalings van regulasie 68 van die Registrasie van Aktes Wet, 1937, dit die voorneme is om aansoek te doen om die uitreiking van ‘n gesertifiseerde afskrif van(beskryf hier die akte) gepasseer deur..... ten gunste van ten aansien van sekere(voeg hier in die beskrywing van die eiendom uitsluitende die grootte) wat verlore geraak het of vernietig is.

Alle belanghebbendes wat teen die uitreiking van sodanige afskrif beswaar het, word hierby versoek om dit skriftelik in te dien by die Registrateur van Aktes te binne twee weke vanaf datum van publikasie van hierdie kennisgewing.

Gedateer te op hede die ... dag van
.....

.....

Aansoeker

Adres

E-pos adres

Kontak nommer

* Vorm nie van toepassing op verlore en vernietigde verbande nie.”; en

(b) deur Vorm KKK deur die volgende vorm te vervang:

“VORM KKK

VERLORE OF VERNIETIGDE VERBAND

Hiermee word kennis gegee dat kragtens die bepalings van regulasie 68 van die Aktes Wet, 1937, dit die voorneme is om aansoek te doen om die uitreiking van ‘n gesertifiseerde afskrif van (voeg hier in die verbandkode, nommer en jaar) gepasseer deurvir die kapitale bedrag van ten gunste van *ten aansien van sekere(voeg hier in die beskrywing van die eiendom, uitsluitende die grootte) wat verlore geraak het of vernietig is.

Alle belanghebbendes wat teen sodanige uitreiking beswaar het, word hierby versoek om dit skriftelik in te dien by die Registrateur van Aktes te binne twee weke vanaf datum van publikasie van hierdie kennisgewing.

Gedateer te op hede die dag van

.....

Aansoeker

Adres

E-pos adres

Kontak nommer

* Skrap die verwysing na eiendom in geval van notariële verbande.”.

Kort titel

5. Hierdie regulasies heet die Aktesregistrasie Wysigingsregulasies, 2019.