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PART 1 OF 3

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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF ECONOMIC DEVELOPMENT**NO. 319****20 MARCH 2020****COMPETITION COMMISSION****NOTICE IN TERMS OF SECTION 10(7) OF THE COMPETITION ACT NO. 89 OF 1998 (AS AMENDED) - THE COMPETITION COMMISSION OF SOUTH AFRICA - NOTICE OF AMENDMENTS TO THE CONDITIONS OF EXEMPTION****NATIONAL HOSPITAL NETWORK (2017AUG0020)**

1. The Competition Commission ("**Commission**") published a Notice of the conditional granting of the National Hospital Network's ("**NHN**") application for exemption in the Government Gazette on 7 December 2018 (government Notice No 42092 of 2018), as provided for by section 10(7) of the Competition Act No 89 of 1998, as amended ("**Act**") read with Rule 19(5) of the Rules of Conduct of Proceedings in the Commission.
2. The Commission granted the NHN an exemption in terms of section 10(3)(b)(ii) of the Act for the extension of its current exemption from certain provisions of Chapter 2 of the Act. The conduct for which the exemption was sought related to collective bargaining between the shareholders of the NHN and individual medical schemes and administrations, as well as agreements that result from the collective bargaining.
3. More specifically, the Commission granted the NHN an exemption from section 4(1)(b)(i) of the Act permitting it to continue to engage in the following activities on behalf of its members with medical aid schemes and/or medical scheme administrators: -
 - a. NHN's members shall agree collectively to implement the prices negotiated and entered into on their behalf by NHN with medical schemes and/or medical scheme administrators; and
 - b. Promote the interests of its members and to market their services and also to provide a base for benchmarking which would help NHN members to increase efficiencies.
4. In addition to the above exemption, the Commission granted the NHN a further exemption to engage on behalf of its members in global fee negotiations with medical schemes, administrators, the state and healthcare providers (professional

associations) and to undertake collective or centralised procurement. The Commission considered and assessed these three self-standing legs of the exemption separately.

5. The exemption application by NHN relating to all three self-standing legs of the exemption was **granted** for a period of **five (5) years commencing on 1 November 2018 and ending on 31 October 2023**, subject to the following conditions:

1. Exclusion of members who do not meet the legislative criteria “Grace Period Condition”

1.1 *The NHN members who fail to qualify as either small businesses or firms owned or controlled by historically disadvantaged persons as is required by section 10(3)(b)(ii) of the Act:*

- a. *Shall be afforded a period of 24 months (twenty four) from the date on which the Application for Exemption is granted to transform its shareholding so as to conform with the requirements of a firm owned or controlled by a historically disadvantaged person as set out in section 10(3)(b)(ii).*
- b. *The affected NHN members must, after a period of 12 (twelve) months from the date on which the Application for Exemption is granted, submit a report detailing the progress that they have made to comply with the requirements of a firm owned or controlled by a historically disadvantaged person as set out in section 10(3)(b)(ii).*
- c. *Any firm failing to meet the legislative criteria as set out in section 10(3)(b)(ii) of the Act at the expiry of the 24 (twenty four) month period as set out above shall be automatically excluded from the Exemption.*

2. Global Fees

2.1 *The NHN when entering into global fee arrangements undertakes to adhere to the following conditions:*

- a. *Carve-outs or exclusions from this specific alternative reimbursement method shall be limited and that global fees be negotiated on the premise of full risk sharing between the medical aid schemes and administrators and the providers of healthcare services.*
- b. *The negotiation of global fees agreements shall specifically incorporate clearly defined quality and performance metrics which shall be transparent and evidence based.*
- c. *The NHN shall, as part of its general annual reporting condition below, report on all global fees that were negotiated annually.*

3. Annual Submission of Information

- 3.1 *NHN is required to submit information to the Commission on an annual basis as would be required to monitor the impact of the measures taken to meet the objective relied upon and to assess whether the NHN is meeting the objective on an on-going basis.*
- 3.2 *In addition to the above, NHN must during the period of the exemption, implement competitive strategies aimed at providing additional services to its members outside of the collective bargaining process. The purpose of this condition is to provide ongoing support to members, in order to improve their competitiveness in the market.*
- 3.3 *NHN must implement measures to track the number of members whose competitiveness has improved as a result of the implementation of the aforementioned conditions. This information must be submitted to the Commission on an annual basis.*

- 6. On 11 July 2019 the NHN filed an application with the Commission requesting an extension or waiver of Clause 1 of the aforementioned conditions. The premise for the extension application is that the grace period condition requires non historically disadvantaged persons ('HDPs') and non-small business members of the NHN to be compliant by 31 October 2020. In their application the affected NHN members sought

the intervention of the Commission to waive, vary and/or extend the said period to enable the affected members of the NHN sufficient time to be compliant.

7. Notice is therefore given in terms of section 10(7) of the Act that the exemption application granted by the Commission on 1 November 2018 (published in Government Gazette Notice No 42092 of 2018) is hereby **amended** as follows:

- a. The duration of Clause 1 of the Conditions to the Exemption ("**Grace Period Condition**") is extended by 12 (twelve) months to **31 October 2021**.

8. Notice is therefore given in terms of section 10(8) of the Act that any person with a substantial financial interest affected by the abovementioned decision may appeal the decision to the Competition Tribunal in the prescribed manner.

9. Any queries in this regard should be directed to:

Mr Derrick Bowles / Mr Tlabo Mabye

Market Conduct Division

Telephone: 012 762 6917 / 012 762 6977

Email: DerrickB2@Compcom.co.za / Tlabom@compcom.co.za

In correspondence, kindly refer to case no. 2017AUG0020.

DEPARTMENT OF ENVIRONMENTAL AFFAIRS

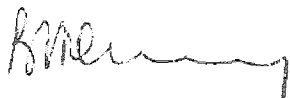
NO. 320

20 MARCH 2020

**NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998
(ACT NO. 107 OF 1998)****PROCEDURES FOR THE ASSESSMENT AND MINIMUM CRITERIA FOR REPORTING ON
IDENTIFIED ENVIRONMENTAL THEMES IN TERMS OF SECTIONS 24(5)(a) AND (h) AND 44 OF
THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998, WHEN APPLYING FOR
ENVIRONMENTAL AUTHORISATION**

I, Barbara Dallas Creecy, Minister of Environment, Forestry and Fisheries, hereby in terms of sections 24(5)(a), (h) and 44 of the National Environmental Management Act, 1998, prescribe general requirements for undertaking site sensitivity verification and for protocols for the assessment and minimum report content requirements of environmental impacts **for environmental themes for activities requiring environmental authorisation, as contained in the Schedule hereto**. When the requirements of a protocol apply, the requirements of Appendix 6 of the Environmental Impact Assessment Regulations, as amended, (EIA Regulations), promulgated under sections 24(5) and 44 of the National Environmental Management Act, 1998 (Act No. 107 of 1998), are replaced by these requirements.

Each protocol applies exclusively to the environmental theme identified within its scope. Multiple themes may apply to a single application for environmental authorisation, and assessments for these themes must be undertaken in accordance with the relevant protocol, or where no specific protocol has been prescribed, in accordance with the requirements of the EIA Regulations. These procedures and requirements will come into effect 50 days after the publication of this Notice.



**BARBARA DALLAS CREECY
MINISTER OF ENVIRONMENT, FORESTRY AND FISHERIES**

SCHEDULE

A. SITE SENSITIVITY VERIFICATION REQUIREMENTS WHERE A SPECIALIST ASSESSMENT IS REQUIRED BUT NO PROTOCOL HAS BEEN PRESCRIBED

- Requirements for undertaking a site sensitivity verification, specialist assessment and minimum report content requirements for environmental impacts where a specialist assessment is required but no protocol has been prescribed.

B. ENVIRONMENTAL THEMES

- **Agriculture**
 - Protocol for the specialist assessment and minimum report content requirements for environmental impacts on agricultural resources.
 - Protocol for the specialist assessment and minimum report content requirements for environmental impacts on agricultural resources by onshore wind energy generation facilities where the electricity output is 20 megawatts or more.
- **Avifauna**
 - Protocol for the specialist assessment and minimum report content requirements for environmental impacts on avifaunal species by onshore wind and/or solar photovoltaic energy generation facilities where the electricity output is 20 megawatts or more.
- **Biodiversity**
 - Protocol for the specialist assessment and minimum report content requirements for environmental impacts on terrestrial biodiversity.
 - Protocol for the specialist assessment and minimum report content requirements for environmental impacts on aquatic biodiversity.
- **Noise**
 - Protocol for the specialist assessment and minimum report content requirements for noise impacts.
- **Defence**
 - Protocol for the specialist assessment and minimum report content requirements for impacts on defence installations.
- **Civil Aviation**
 - Protocol for the specialist assessment and minimum report content requirements for impacts on civil aviation installations.

SITE SENSITIVITY VERIFICATION REQUIREMENTS WHERE A SPECIALIST ASSESSMENT IS REQUIRED BUT NO SPECIFIC ASSESSMENT PROTOCOL HAS BEEN PRESCRIBED

1. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with a specialist assessment, the current use of the land and the environmental sensitivity of the site under consideration identified by the national web based environmental screening tool (screening tool), where determined, must be confirmed by undertaking a **site sensitivity verification**.

The screening tool can be accessed at: <https://screening.environment.gov.za/screeningtool>

- 1.1. The site sensitivity verification must be undertaken by an environmental assessment practitioner or a specialist.
- 1.2. The site sensitivity verification must be undertaken through the use of:
 - (a) a desk top analysis, using satellite imagery;
 - (b) a preliminary on-site inspection; and
 - (c) any other available and relevant information.
- 1.3. The outcome of the site sensitivity verification must be recorded in the form of a report that--
 - (a) confirms or disputes the current use of the land and the environmental sensitivity as identified by the screening tool, such as new developments or infrastructure, the change in vegetation cover or status etc.;
 - (b) contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity; and
 - (c) is submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations¹ (EIA Regulations).

2. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

Where a specialist assessment is required and no specific environmental theme protocol has been prescribed, the required level of assessment must be based on the findings of the site sensitivity verification and must comply with Appendix 6 of the EIA Regulations.

¹ The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

AGRICULTURE

PROTOCOL FOR THE SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS FOR ENVIRONMENTAL IMPACTS ON AGRICULTURAL RESOURCES

1. SCOPE

This protocol provides the criteria for the specialist assessment and minimum report content requirements for impacts on agricultural resources for activities requiring environmental authorisation. This protocol replaces the requirements of Appendix 6 of the Environmental Impact Assessment Regulations².

The assessment and reporting requirements of this protocol are associated with a level of environmental sensitivity identified by the national web based environmental screening tool (screening tool) for agricultural resources, which is based on the land capability evaluation values provided by the department responsible for agriculture³

The screening tool can be accessed at: <https://screening.environment.gov.za/screeningtool>

2. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with a specialist assessment, the current use of the land and the environmental sensitivity of the site under consideration, identified by the screening tool, must be confirmed by undertaking a **site sensitivity verification**.

2.1. The site sensitivity verification must be undertaken by an environmental assessment practitioner or a specialist.

2.2. The site sensitivity verification must be undertaken through the use of:

- (a) a desk top analysis, using satellite imagery;
- (b) a preliminary on-site inspection; and
- (c) any other available and relevant information.

2.3. The outcome of the site sensitivity verification must be recorded in the form of a report that:

- (a) confirms or disputes the current use of the land and the environmental sensitivity as identified by the screening tool, such as new developments or infrastructure, the change in vegetation cover or status etc.;
- (b) contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity; and
- (c) is submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations.

3. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

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| TABLE 1: ASSESSMENT AND REPORTING OF IMPACTS ON AGRICULTURAL RESOURCES |
| <p>1. General information</p> <p>1.1. An applicant intending to undertake an activity identified in the scope of this protocol on a site identified on the screening tool as being of "very high" or "high" sensitivity for agricultural resources must submit an Agricultural Agro-Ecosystem Specialist Assessment unless:</p> |

² The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

³ Refer to the land capability metadata sheet available on the national web based environmental screening tool.

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| <p>1.1.1 the application is for a linear activity for which impacts on the agricultural resource are temporary and the land in the opinion of the soil scientist or agricultural specialist, based on the mitigation and remedial measures, can be returned to the current land capability within two years of the completion of the construction phase;</p> <p>1.1.2. the impact on agricultural resources is from an electricity pylon; or</p> <p>1.1.3. information gathered from the site sensitivity verification differs from the designation of "very high" or "high" agricultural sensitivity, and it is found to be of a "medium" or "low" sensitivity.</p> <p>1.2. Should paragraphs 1.1.1; 1.1.2; or 1.1.3 apply, an Agricultural Compliance Statement must be submitted.</p> <p>1.3. An applicant intending to undertake an activity identified in the scope of this protocol on a site identified by the screening tool as being of "medium" or "low" sensitivity for agricultural resources must submit an Agricultural Compliance Statement, unless:</p> <p>1.3.1. the information gathered from the site sensitivity verification differs from that identified as having a "medium" or "low" agricultural sensitivity and it is found to be of a "very high" or "high" sensitivity; or</p> <p>1.3.2. if any part of the proposed development footprint falls within an area of "very high" or "high" sensitivity, the assessment and reporting requirements prescribed for the "very high" or "high" sensitivity apply to the entire footprint, except in the case of 1.1.1 in which case an Agricultural Compliance Statement applies. Development footprint in the context of this protocol means the area on which the proposed development will take place and includes any area that will be disturbed.</p> | |
| <p>VERY HIGH SENSITIVITY RATING - Land capability evaluation values of 11 – 15; all irrigated land; horticulture and viticulture; demarcated high value agricultural areas with a priority rating of A and/or B.</p> <p>These areas are potentially unsuitable for development owing to:</p> <ul style="list-style-type: none"> - high agricultural value and preservation importance; - high production capability; - high capital investment made; or - unique agricultural land attributes. <p>HIGH SENSITIVITY RATING - Land capability evaluation values of 8 - 10 including all cultivated areas⁴ including sugar cane areas and demarcated high value agricultural areas with a priority rating of C and/or D.</p> | <p>2. Agricultural Agro-Ecosystem Specialist Assessment</p> <p>2.1. The assessment must be undertaken by a soil scientist or agricultural specialist registered with the South African Council for Natural Scientific Professionals (SACNASP).</p> <p>2.2. The assessment must be undertaken on the preferred site and within the proposed development footprint.</p> <p>2.3. The assessment must be undertaken based on a site inspection as well as an investigation of the current production figures, where the land is under cultivation or has been within the past 5 years, and must identify:</p> <p>2.3.1. the extent of the impact of the proposed development on the agricultural resources; and</p> <p>2.3.2. whether or not the proposed development will have an unacceptable impact on the agricultural production capability of the site, and in the event where it does, whether such a negative impact is outweighed by the positive impact of the proposed development on agricultural resources.</p> <p>2.4. The status quo of the site must be described, including the following aspects which must be considered as a minimum in the baseline description of the agro-ecosystem:</p> <p>2.4.1. the soil form/s, soil depth (effective and total soil depth), top and sub-soil clay percentage, terrain unit and slope;</p> <p>2.4.2. where applicable, the vegetation composition, available water sources as well as agro-climatic information;</p> |

⁴ The Field Crop boundary and Land Capability dataset has been provided by the DAFF. For details of the datasets, click on the options button to the right of the Field Crop Boundary layer and Land Capability layer respectively, in the Agricultural Theme to view the metadata.

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| <p>High sensitivity areas are still preservation worthy since they include land with an agricultural production potential and suitability for specific crops.</p> | <p>2.4.3. the current productivity of the land based on production figures for all agricultural activities undertaken on the land for the past 5 years, expressed as an annual figure and broken down into production units;</p> <p>2.4.4. the current employment figures (both permanent and casual) for the land for the past 3 years, expressed as an annual figure; and</p> <p>2.4.5. existing impacts on the site, located on a map (e.g. erosion, alien vegetation, non-agricultural infrastructure, waste, etc.).</p> <p>2.5. Assessment of impacts, including the following aspects which must be considered as a minimum in the predicted impact of the proposed development on the agro-ecosystem:</p> <p>2.5.1. change in productivity for all agricultural activities based on the figures of the past 5 years, expressed as an annual figure and broken down into production units;</p> <p>2.5.2. change in employment figures (both permanent and casual) for the past 5 years expressed as an annual figure; and</p> <p>2.5.3. any alternative development footprints within the preferred site which would be of "medium" or "low" sensitivity for agricultural resources as identified by the screening tool and verified through the site sensitivity verification.</p> <p>2.6. The findings of the Agricultural Agro-Ecosystem Specialist Assessment must be written up in an Agricultural Agro-Ecosystem Specialist Report.</p> <p>2.7. This report must contain the findings of the agro-ecosystem specialist assessment and the following information, as a minimum:</p> <p>2.7.1. details and relevant experience as well as the SACNASP registration number of the soil scientist or agricultural specialist preparing the assessment including a curriculum vitae;</p> <p>2.7.2. a signed statement of independence by the specialist;</p> <p>2.7.3. the duration, date and season of the site inspection and the relevance of the season to the outcome of the assessment;</p> <p>2.7.4. a description of the methodology used to undertake the on-site assessment inclusive of the equipment and models used, as relevant;</p> <p>2.7.5. a map showing the proposed development footprint (including supporting infrastructure) with a 50m buffered development envelope, overlaid on the agricultural sensitivity map generated by the screening tool;</p> <p>2.7.6. an indication of the potential losses in production and employment from the change of the agricultural use of the land as a result of the proposed development;</p> <p>2.7.7. an indication of possible long term benefits that will be generated by the project in relation to the benefits of the agricultural activities on the affected land;</p> <p>2.7.8. additional environmental impacts expected from the proposed development based on the current status quo of the land including erosion, alien vegetation, waste, etc.;</p> <p>2.7.9. information on the current agricultural activities being undertaken on adjacent land parcels;</p> <p>2.7.10. an identification of any areas to be avoided, including any buffers;</p> <p>2.7.11. a motivation must be provided if there were development footprints identified as per paragraph 2.5.3 above that were identified as having a "medium" or "low" agriculture sensitivity and that were not considered appropriate;</p> |
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| | <p>2.7.12. confirmation from the soil scientist or agricultural specialist that all reasonable measures have been considered in the micro-siting of the proposed development to minimise fragmentation and disturbance of agricultural activities;</p> <p>2.7.13. a substantiated statement from the soil scientist or agricultural specialist with regards to agricultural resources on the acceptability or not of the proposed development and a recommendation on the approval or not of the proposed development;</p> <p>2.7.14. any conditions to which this statement is subjected;</p> <p>2.7.15. where identified, proposed impact management outcomes or any monitoring requirements for inclusion in the Environmental Management Programme (EMPr); and</p> <p>2.7.16. a description of the assumptions made and any uncertainties or gaps in knowledge or data.</p> <p>2.8. The findings of the Agricultural Agro-Ecosystem Specialist Assessment must be incorporated into the Basic Assessment Report or Environmental Impact Assessment Report, including the mitigation and monitoring measures as identified, which are to be contained in the EMPr.</p> <p>2.9. A signed copy of the assessment must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
| <p>MEDIUM SENSITIVITY RATING - Land capability evaluation values of 6 – 7.</p> <p>Medium sensitivity areas are likely to be very marginal arable land.</p> | <p>3. Agricultural Compliance Statement</p> <p>3.1. The compliance statement must be prepared by a soil scientist or agricultural specialist registered with the SACNASP.</p> <p>3.2. The compliance statement must:</p> <p>3.2.1. be applicable to the preferred site and proposed development footprint;</p> <p>3.2.2. confirm that the site is of "low" or "medium" sensitivity for agriculture; and</p> <p>3.2.3. indicate whether or not the proposed development will have an unacceptable impact on the agricultural production capability of the site.</p> <p>3.3. The compliance statement must contain, as a minimum, the following information:</p> <p>3.3.1. contact details and relevant experience as well as the SACNASP registration number of the soil scientist or agricultural specialist preparing the assessment including a curriculum vitae;</p> <p>3.3.2. a signed statement of independence;</p> <p>3.3.3. a map showing the proposed development footprint (including supporting infrastructure) with a 50m buffered development envelope, overlaid on the agricultural sensitivity map generated by the screening tool;</p> <p>3.3.4. confirmation from the specialist that all reasonable measures have been taken through micro-siting to avoid or minimise fragmentation and disturbance of agricultural activities;</p> <p>3.3.5. a substantiated statement from the soil scientist or agricultural specialist on the acceptability, or not, of the proposed development and a recommendation on the approval, or not, of the proposed development;</p> <p>3.3.6. any conditions to which the statement is subjected;</p> <p>3.3.7. in the case of a linear activity, confirmation from the agricultural specialist or soil scientist, that in their opinion, based on the mitigation and remedial measures proposed, the land can be returned to the current state within two years of completion of the construction phase;</p> |
| <p>LOW SENSITIVITY RATING - Land capability evaluation values of 1 – 5.</p> <p>Low sensitivity areas are likely to be non-arable land, and is therefore land onto which most development should be steered.</p> | |

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| | <p>3.3.8. where required, proposed impact management outcomes or any monitoring requirements for inclusion in the EMP; and</p> <p>3.3.9. a description of the assumptions made as well as any uncertainties or gaps in knowledge or data.</p> <p>3.4. A signed copy of the compliance statement must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
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AGRICULTURE

PROTOCOL FOR THE SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS OF ENVIRONMENTAL IMPACTS ON AGRICULTURAL RESOURCES BY ONSHORE WIND AND/OR SOLAR PHOTOVOLTAIC ENERGY GENERATION FACILITIES WHERE THE ELECTRICITY OUTPUT IS 20 MEGAWATTS OR MORE

1. SCOPE

This protocol provides the criteria for the specialist assessment and reporting of impacts on agricultural resources for activities requiring environmental authorisation, for onshore wind and/or solar photovoltaic (PV) energy generation facilities where the electricity output is 20 megawatts or more. This protocol replaces the requirements of Appendix 6 of the Environmental Impact Assessment Regulations⁵.

The assessment and reporting requirements of this protocol are associated with a level of environmental sensitivity identified by the national web based environmental screening tool (screening tool) for agricultural resources, which is based on the land capability evaluation values as provided by the Department responsible for agriculture⁶.

The screening tool can be accessed at: <https://screening.environment.gov.za/screeningtool>

2. ALLOWABLE DEVELOPMENT LIMITS

| Table 1: Allowable development limits for renewable energy generation developments generating electricity of 20 MW or more | | |
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| Criteria (land capability evaluation value and category of crop boundary) | Allowable development limits in hectares per MW of installed generation capacity (with sensitivity ratings from the national web based environmental screening tool shown in brackets) | |
| | Within field crop boundaries | Outside field crop boundaries |

⁵ The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

⁶ Refer to the land capability metadata sheet available on the national web based environmental screening tool.

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| Land capability evaluation value of 11 – 15; Irrigation, horticulture/viticulture, shade-net; high value agricultural areas with a priority rating A and/or B | 0 (Very High Sensitivity) | 0 (Very High Sensitivity) |
| Land capability evaluation value of 8 – 10; all cultivated areas including sugarcane; high value agricultural areas with a priority rating C and/or D | 0.20 (High Sensitivity) | 0.35 (Medium Sensitivity) |
| Land capability evaluation value of 6 - 7; | 0.25 (High Sensitivity) | 2.50 (Low Sensitivity) |
| Land capability evaluation value of 1 - 5; | 0.30 (High Sensitivity) | 2.50 (Low Sensitivity) |

The allowable development limits are based on the pre-assessment work undertaken through the Strategic Environmental Assessment for Wind and Solar PV Energy in South Africa, 2015, for the effective and efficient roll-out of large scale wind and solar development in South Africa. The pre-assessment was undertaken in specific areas referred to as the Renewable Energy Development Zones (REDZs) as published under Government Notice No. 114, Gazette No. 41445 on 16 February 2018 and extrapolated to cover the entire country. The sensitivities were refined through further public consultation and stakeholder interaction and have been captured in the screening tool.

Allowable development limits refer to the area of a particular land capability that can be directly impacted (i.e. taken up by the physical footprint) by a renewable energy development. Physical footprint in this context is the area that is directly occupied by all infrastructure, including roads, hard standing areas, buildings, substations, etc. that is associated with the renewable energy generation facility during its operational phase, and that result in the exclusion of that land from potential cultivation or grazing. It excludes all areas that were already occupied by roads and other infrastructure prior to the establishment of the renewable energy facility, but includes the surface area required for expanding existing infrastructure (e.g. widening existing roads). It excludes the corridor underneath overhead power lines, but includes the pylon footprints. It therefore represents the total land that is actually excluded from agricultural use as a result of the renewable energy facility.

The Strategic Environmental Assessment for Wind and Solar PV Energy in South Africa, 2015 can be accessed at: https://redzs.csir.co.za/?page_id=611 and <https://egis.environment.gov.za/redz>.

3. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with a specialist assessment, the current use of the land and the potential environmental sensitivity of the site under consideration as identified by the screening tool must be confirmed by undertaking a **site sensitivity verification**.

3.1. The site sensitivity verification must be undertaken by an environmental assessment practitioner or a specialist.

3.2. The site sensitivity verification must be undertaken through the use of:

- (a) a desk top analysis, using satellite imagery;
- (b) a preliminary on-site inspection; and
- (c) any other available and relevant information.

3.3. The outcome of the site sensitivity verification must be recorded in the form of a report that:

- (a) confirms or disputes the current use of the land and the environmental sensitivity as identified by the screening tool, such as new developments or infrastructure, the change in vegetation cover or status etc.;

- (b) contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity; and
- (c) is submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations.

4. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

TABLE 2: ASSESSMENT AND REPORTING OF IMPACTS ON AGRICULTURAL RESOURCES

1. General Information

- 1.1. An applicant intending to undertake an activity identified in the scope of this protocol on a site identified by the screening tool as being of "very high" or "high" sensitivity for agricultural resources must submit an **Agricultural Agro-Ecosystem Specialist Assessment**, unless:
 - 1.1.1. the application includes a linear activity for which impacts to the agricultural resource are temporary and the land in the opinion of the soil scientist or agricultural specialist, based on the mitigation and remedial measures, can be returned to the current land capability within two years of the completion of the construction phase;
 - 1.1.2. the impact on agricultural resources is from an electricity pylon; or
 - 1.1.3. information gathered from the site sensitivity verification differs from the designation of "very high" or "high" agricultural sensitivity, and it is found to be of a "medium" or "low" sensitivity.
- 1.2. Should paragraphs 1.1.1; 1.1.2; or 1.1.3 apply, an **Agricultural Compliance Statement** must be submitted.
- 1.3. An applicant intending to undertake an activity identified in the scope of this protocol on a site identified by the screening tool as being of "medium" or "low" sensitivity for agricultural resources must submit an **Agricultural Compliance Statement** unless:
 - 1.3.1. the information gathered from the site sensitivity verification differs from that identified as having a "medium" or "low" agricultural sensitivity and it is found to be of a "very high" or "high" sensitivity; or
 - 1.3.2. where the development footprint deviates from any of the allowable development limits contained in Table 1 above. In the context of this protocol, development footprint means the area on which the proposed development will take place and includes any area that will be disturbed.
- 1.4. Should either paragraphs 1.3.1 or 1.3.2 apply, an **Agricultural Agro-Ecosystem Specialist Assessment** is to be undertaken and a report prepared in accordance with the requirements of an **Agro-Ecosystem Specialist Assessment**.
- 1.5. If any part of the proposed development footprint falls within an area of "very high" or "high" sensitivity, the assessment and reporting requirements prescribed for the "very high" or "high" sensitivity apply to the entire footprint, except in the case of 1.1.1 in which case an **Agricultural Compliance Statement** applies.

VERY HIGH SENSITIVITY RATING - Land capability evaluation values of 11 – 15; all irrigated land; horticulture and viticulture; demarcated high value agricultural areas with a priority rating of A and/or B.

2. Agricultural Agro-Ecosystem Specialist Assessment

- 2.1. The assessment must be undertaken by a soil scientist or agricultural specialist registered with the South African Council of Natural Scientific Professionals (SACNASP).

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| <p>These areas are potentially unsuitable for development owing to:</p> <ul style="list-style-type: none"> - high agricultural value and preservation importance; - high production capability; - high capital investment made; and/or - unique agricultural land attributes. | <p>2.2. The assessment must be undertaken on the preferred site and within the proposed development footprint.</p> <p>2.3. The assessment must be undertaken based on a site inspection as well as an investigation of the current production figures, where the land is under cultivation or has been within the past 5 years, and must identify:</p> <p>2.3.1. the extent of the impact of the proposed development on the agricultural resources; and</p> <p>2.3.2. whether or not the proposed development will have an unacceptable impact on the agricultural production capability of the site, and in the event where it does, whether such an impact is outweighed by the positive impact of the proposed development on agricultural resources.</p> <p>2.4. The assessment must include a description of the status quo, including the following aspects which must be considered as a minimum in the baseline description of the agro-ecosystem:</p> <p>2.4.1. the soil form/s, soil depth (effective and total soil depth), top and sub-soil clay percentage, terrain unit and slope;</p> <p>2.4.2. the soil form, soil depth (effective and total soil depth), top and sub-soil clay percentage, terrain unit and slope;</p> <p>2.4.3. where applicable, the vegetation composition, available water sources as well as agro-climatic information;</p> <p>2.4.4. the current productivity of the land based on production figures for all agricultural activities undertaken on the land for the past 5 years, expressed as an annual figure and broken down into production units;</p> <p>2.4.5. the current employment figures (both permanent and casual) for the land for the past 3 years, expressed as an annual figure; and</p> <p>2.4.6. existing impacts on the site, located on a map (e.g. erosion, alien vegetation, non-agricultural infrastructure, waste, etc.).</p> <p>2.5. The assessment must include an assessment of impacts, including the following aspects which must be considered as a minimum in the predicted impact of the proposed development on the agro-ecosystem:</p> <p>2.5.1. change in productivity for all agricultural activities based on the figures of the past 5 years, expressed as an annual figure and broken down into production units;</p> <p>2.5.2. change in employment figures (both permanent and casual) for the past 5 years expressed as an annual figure; and</p> <p>2.5.3. any alternative development footprints within the preferred site which would be of "medium" or "low" sensitivity for agricultural resources as identified by the screening tool and verified through the site sensitivity verification.</p> <p>2.6. The findings of the Agricultural Agro-Ecosystem Specialist Assessment must be written up in an Agricultural Agro-Ecosystem Specialist Report that contains as a minimum the following information:</p> <p>2.6.1. details and relevant experience as well as the SACNASP registration number of the soil scientist or agricultural specialist preparing the assessment including a curriculum vitae;</p> <p>2.6.2. a signed statement of independence by the specialist;</p> |
| <p>HIGH SENSITIVITY RATING - Land capability evaluation values of 8 - 10 including all cultivated areas⁷ including sugar cane areas and demarcated high value agricultural areas with a priority rating of C and/or D.</p> <p>High sensitivity areas are still preservation worthy since they include land with an agricultural production potential and suitability for specific crops.</p> | |

⁷ The Field Crop boundary and Land Capability dataset has been provided by DAFF. For details of the datasets, click on the options button to the right of the Field Crop Boundary layer and Land Capability layer respectively, in the Agricultural Theme to view the metadata.

- 2.6.3. the duration, date and season of the site inspection and the relevance of the season to the outcome of the assessment;
- 2.6.4. a description of the methodology used to undertake the on-site assessment inclusive of the equipment and models used, as relevant;
- 2.6.5. a map showing the proposed development footprint (including supporting infrastructure) with a 50m buffered development envelope, overlaid on the agricultural sensitivity map generated by the screening tool;
- 2.6.6. an indication of the potential losses in production and employment from the change of the agricultural use of land as a result of the proposed development;
- 2.6.7. an indication of possible long term benefits that will be generated by the project in relation to the benefits of the agricultural activities on the affected land;
- 2.6.8. additional environmental impacts expected from the proposed development based on the current status quo of the land including erosion, alien vegetation, waste, etc.;
- 2.6.9. information on the current agricultural activities being undertaken on adjacent land parcels;
- 2.6.10. a motivation must be provided if there were development footprints identified as per paragraph 2.5.3 above that were identified as having a "low" or "medium" agriculture sensitivity and that were not considered appropriate;
- 2.6.11. confirmation from the soil scientist or agricultural specialist that all reasonable measures have been considered in the micro-siting of the proposed development to minimise fragmentation and disturbance of agricultural activities;
- 2.6.12. a substantiated statement from the soil scientist or agricultural specialist with regards to agricultural resources on the acceptability or not of the proposed development and a recommendation on the approval or not of the proposed development;
- 2.6.13. any conditions to which this statement is subjected;
- 2.6.14. where identified, proposed impact management outcomes or any monitoring requirements and/or mitigation measures for inclusion in the Environmental Management Programme (EMPr);
- 2.6.15. a description of the assumptions made and any uncertainties or gaps in knowledge or data;
- 2.6.16. calculations of the physical development footprint area for each land parcel as well as the total physical development footprint area of the proposed development (including supporting infrastructure);
- 2.6.17. confirmation whether the development footprint is in line with the allowable development limits set in Table 1 above, including where applicable any deviation from the set development limits and motivation to support the deviation, including:
 - (a) where relevant, reasons why the proposed development footprint is required to exceed the limit;
 - (b) where relevant, reasons why this exceedance will be in the national interest; and
 - (c) where relevant, reasons why there are no alternative options available including evidence of alternatives considered; and
- 2.6.18. a map showing the renewable energy facilities within a 50km radius of the proposed development.

2.7. The findings of the **Agricultural Agro-Ecosystem Assessment** must be incorporated into the Basic Assessment Report or the Environmental Impact

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| | <p>Assessment Report, including the mitigation and monitoring measures as identified, which are to be contained in the EMPr.</p> <p>2.8. A signed copy of the full Agricultural Agro-Ecosystem Assessment must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
| <p>MEDIUM SENSITIVITY RATING - Land capability evaluation values of 6 – 7.</p> <p>Medium sensitivity areas are likely to be very marginal arable land.</p> | <p>3. Agricultural Compliance Statement</p> <p>3.1. The Agricultural Compliance Statement must be prepared by a soil scientist or agricultural specialist registered with the SACNASP.</p> <p>3.2. The compliance statement must:</p> <p>3.2.1. be applicable to the preferred site and proposed development footprint;</p> <p>3.2.2. confirm that the site is of "low" or "medium" sensitivity for agriculture; and</p> <p>3.2.3. indicate whether or not the proposed development will have an unacceptable impact on the agricultural production capability of the site.</p> <p>3.3. The Agricultural Compliance Statement must contain, as a minimum, the following information:</p> <p>3.3.1. details and relevant expertise as well as the SACNASP registration number of the soil scientist or agricultural specialist preparing the statement including a curriculum vitae;</p> <p>3.3.2. a signed statement of independence by the specialist;</p> <p>3.3.3. a map showing the proposed development footprint (including supporting infrastructure) with a 50m buffered development envelope, overlaid on the agricultural sensitivity map generated by the screening tool;</p> <p>3.3.4. calculations of the physical development footprint area for each land parcel as well as the total physical development footprint area of the proposed development including supporting infrastructure;</p> <p>3.3.5. confirmation that the development footprint is in line with the allowable development limits contained in Table 1 above;</p> <p>3.3.6. confirmation from the specialist that all reasonable measures have been taken through micro-siting to avoid or minimise fragmentation and disturbance of agricultural activities;</p> <p>3.3.7. a substantiated statement from the soil scientist or agricultural specialist on the acceptability, or not, of the proposed development and a recommendation on the approval, or not, of the proposed development;</p> <p>3.3.8. any conditions to which this statement is subjected;</p> <p>3.3.9. in the case of a linear activity, confirmation from the agricultural specialist or soil scientist, that in their opinion, based on the mitigation and remedial measures proposed, the land can be returned to the current state within two years of completion of the construction phase;</p> <p>3.3.10. where required, proposed impact management outcomes or any monitoring requirements for inclusion in the EMPr; and</p> <p>3.3.11. a description of the assumptions made and any uncertainties or gaps in knowledge or data.</p> <p>3.4. A signed copy of the compliance statement must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
| <p>LOW SENSITIVITY RATING - Land capability evaluation values of 1 – 5.</p> <p>Low sensitivity areas are likely to be non-arable land, and is therefore land onto which most development should be steered.</p> | |

AVIFAUNA

PROTOCOL FOR THE SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS FOR ENVIRONMENTAL IMPACTS ON AVIFAUNAL SPECIES BY ONSHORE WIND ENERGY GENERATION FACILITIES WHERE THE ELECTRICITY OUTPUT IS 20 MEGAWATTS OR MORE

1. SCOPE

This protocol provides the criteria for the specialist assessment and minimum report content requirements for impacts on avifaunal species associated with the development of onshore wind energy generation facilities, where the electricity output is 20 megawatts or more, which require environmental authorisation. This protocol replaces the requirements of Appendix 6 of the Environmental Impact Assessment Regulations⁸.

The assessment and reporting requirements of this protocol are based on national and international best practice for the avoidance and mitigation of impacts on avifaunal species, and apply within and outside of Renewable Energy Development Zones.⁹

2. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

TABLE 1: ASSESSMENT AND REPORTING OF IMPACTS ON AVIFAUNAL SPECIES FOR ONSHORE WIND ENERGY GENERATION FACILITIES WHERE THE OUTPUT IS 20 MW OR MORE

1. General Information

- 1.1. An applicant intending to undertake an activity as identified in the scope of this protocol must undertake an **Avifaunal Specialist Assessment** based on the potential significance of the impact that the identified activity could have on bird species.
- 1.2. An **Avifaunal Specialist Assessment** is to be undertaken for all sensitivity ratings provided by the national web based environmental screening tool (screening tool)¹⁰, as the present level of knowledge on bird behaviour and species population precludes confident predictions on the sustainability of priority or threatened species nationally.
- 1.3. The information provided by the screening tool includes known nests, roosts, vulture restaurants and areas likely to support priority bird species including threatened or rare species, especially those that may be susceptible to wind energy development. Precautionary buffers to these sensitivities as well as to the specific feature have been added. The data is, however, unverified and incomplete and therefore these features and buffers are to be used only as a guide to assist to focus the **Avifaunal Specialist Assessment**.

⁸ The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

⁹ Renewable Energy Development Zones as published under Government Notice No. 114, Gazette No. 41445 on 16 February 2018.

¹⁰ The national web-based environmental screening tool can be accessed at <https://screening.environment.gov.za/screeningtool>

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| <p>VERY HIGH SENSITIVITY RATING – Very high sensitivity areas are likely to provide critical habitat for priority bird species¹¹ sensitive to wind energy development¹² and/or whose population is reliant on highly localized and unique roosting, nesting and/or foraging sites.</p> <p>These areas are potentially unsuitable for development owing to there being recent confirmed evidence that the priority bird species are present.</p> | <p>2. Avifaunal Specialist Assessment</p> <p>2.1. The process for undertaking the Avifaunal Impact Assessment comprises of three phases:</p> <ul style="list-style-type: none"> (a) a reconnaissance study; (b) the preparation of a pre-application avifaunal monitoring plan; and (c) the undertaking of an avifaunal impact assessment and the preparation of a report. <p>2.2. All tasks of the Avifaunal Specialist Assessment must be undertaken by an avifauna specialist registered with the South African Council for Natural Scientific Professionals (SACNASP).</p> <p>2.3. All tasks are to be undertaken on the site being submitted as the preferred site and on a control site located in accordance with the latest version of the <i>Bird and Wind-Energy Best-Practice Guideline</i>¹³, and must identify:</p> <ul style="list-style-type: none"> (a) the extent of the impact of the proposed development on priority bird species; and (b) whether the proposed development will have an unacceptable impact on priority or threatened bird species. <p>2.4. The Avifaunal Specialist Assessment must be undertaken based on the results of a site specific Pre-Application Avifaunal Monitoring Plan that is informed by a Reconnaissance Study, as well as data collected over four seasons (i.e. summer, autumn, winter and spring) on the preferred site and the control site.</p> <p>3. Reconnaissance Study</p> <p>3.1. The Reconnaissance Study is to be based on a desktop study of relevant information as well as a 2 to 4-day on-site inspection of both sites.</p> <p>3.2. The occurrence of target species is to be identified, including seasonality of occurrence and migratory patterns of the species.</p> <p>3.3. The study must define the study area (avifaunal impact zone).</p> <p>3.4. The study is to produce a site specific Pre-Application Avifaunal Monitoring Plan.</p> |
| <p>HIGH SENSITIVITY RATING</p> <p>- High sensitivity areas include:</p> <ul style="list-style-type: none"> (i) habitat likely to be of importance to priority bird species sensitive to wind energy developments, Critically Endangered, Endangered bird species and/or Vulnerable bird species; and (ii) habitat likely to be of importance to endemic and/or restricted-range bird species that are susceptible to impacts from wind energy facilities. These areas are potentially sensitive for development. | |

¹¹ Priority bird species sensitive to wind energy developments include those identified by BirdLife South Africa as well as those listed on South Africa's National Red List website 42, 43 as Critical Endangered, Endangered, Vulnerable, Threatened or near Threatened according to the IUCN Red List 3.1.

¹² <https://www.birdlife.org.za/conservation/terrestrial-bird-conservation/birds-and-renewable-energy/wind-farm-map>.

¹³ The Best Practice Guidelines for assessing and monitoring the impact of wind energy facilities on birds in Southern Africa is available from: <https://www.birdlife.org.za/documents>.

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| <p>MEDIUM SENSITIVITY RATING - Medium sensitivity areas have limited potential for supporting priority populations of threatened species that are susceptible to impacts from wind energy facilities.</p> | <p>4. Pre-application Avifaunal Monitoring Plan</p> <p>4.1. The plan, as a minimum, must include¹⁴:</p> <ul style="list-style-type: none"> 4.1.1. the study area and its characteristics which must be mapped including the extent, habitat, special features including topographical and water features, quarries, drainage lines, known breeding sites, existing uses of land, existing infrastructure such as power lines and roads, and existing operational wind energy facilities within 30km of the site; 4.1.2. target avifaunal species that are likely to occur on the preferred site and for which monitoring is required; 4.1.3. pre-application monitoring requirements for both the site as well as the control site, that must include the following: <ul style="list-style-type: none"> 4.1.3.1. the monitoring intervals including the number and duration of monitoring events which must be based on the latest version of the <i>BirdLife South Africa Bird and Wind-Energy Best-Practice Guideline</i> or a motivation provided for the deviation; 4.1.3.2. the location of monitoring points; 4.1.3.3. aspects to be monitored (for example, bird abundance and flight activity, presence of target species, proportion of flying time each target species spends at turbine rotor height, preferred flight paths, risk of identified target species to collision, areas for specific monitoring if any, etc.); 4.1.3.4. equipment to be used; 4.1.3.5. monitoring methodology for the abundance or activity monitoring and for direct observation or vantage point surveys, the latest version of the <i>BirdLife South Africa Bird and Wind-Energy Best-Practice Guideline</i> must be followed or a motivation provided for the deviation; 4.1.3.6. numbers of observers to be used; and 4.1.3.7. data to be captured including a pro-forma data capturing template consistent with that envisaged by the national bird monitoring database, once operational. <p>5. Implementation of the site specific Pre-Application Avifaunal Monitoring Plan</p> <p>5.1. Monitoring according to the plan is to be carried out for a period of not less than four seasons.</p> <p>5.2. Data on pre-application monitoring must be captured on the national bird monitoring database accessed at https://www.environment.gov.za/birddatabase, once operational.</p> <p>6. Avifaunal Specialist Assessment</p> <p>6.1. Based on the outcome of the reconnaissance study and the findings of the pre-application avifaunal monitoring, an Avifaunal Specialist Assessment must be undertaken. The assessment, as a minimum, must include the following aspects:</p> <ul style="list-style-type: none"> 6.1.1. discussion on bird abundance and movement within the site; 6.1.2. discussion on presence of target or threatened species and their occurrence on the site at heights which could pose risks to collision; |
| <p>LOW SENSITIVITY RATING – Low sensitivity areas possibly do not support priority populations of threatened species that are susceptible to impacts from wind energy facilities. These areas are probably suitable for development.</p> | |

¹⁴ It is advisable to discuss the content of the plan with BirdLife South Africa before its finalisation.

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| | <p>6.1.3. assessment of risk of identified target species to collision including the expected fatality rates of the target species based on a suitable model commonly used for risk determination, per species and for the site;</p> <p>6.1.4. identification and mapping where relevant, of any migratory or preferential bird routes or corridors;</p> <p>6.1.5. where relevant, discussion on the risk of displacement;</p> <p>6.1.6. where relevant, areas identified within the site as having a very high sensitivity for bird collision or displacement and in which the development of turbines should be avoided. These areas are to be mapped;</p> <p>6.1.7. in areas where existing operational wind energy generation facilities have been identified within a 30km radius, a cumulative impact assessment must be undertaken which includes:</p> <p>6.1.7.1. the fatality rates for target species at the wind energy generation facilities within a 10km radius;</p> <p>6.1.7.2. the possible additional fatalities from the proposed wind energy generation facility for target species as well as general avifaunal species; and</p> <p>6.1.7.3. a discussion on the possible cumulative impact of the proposed facility on regional populations of target species;</p> <p>6.1.8. where no existing operating wind energy generation facilities occur within the 10km radius, the specialist must include a discussion on possible cumulative impacts on target species from the proposed facility; and</p> <p>6.1.9. a plan for post construction monitoring (on both the preferred site as well as the control site) and reporting, which must include:</p> <p>6.1.9.1. timeframes and intervals for monitoring;</p> <p>6.1.9.2. number of turbines to be monitored, including any specific area for monitoring;</p> <p>6.1.9.3. methodology for searcher efficiency and scavenger removal;</p> <p>6.1.9.4. method for monitoring, i.e. transects or radial as well as extent of monitoring area;</p> <p>6.1.9.5. results of monitoring compared against expected fatality rates per target species as well as general species;</p> <p>6.1.9.6. reporting requirements, including organisations for submission of reports;</p> <p>6.1.9.7. years and intervals for monitoring to occur; and</p> <p>6.1.9.8. all methods used to estimate bird numbers and movements during reconnaissance and pre-application monitoring, which should be applied in exactly the same order to ensure the comparability of these two data sets.</p> <p>6.2. The findings of the Avifaunal Specialist Assessment must be written up in an Avifaunal Specialist Assessment Report that contains as a minimum the following information:</p> <p>6.2.1. the SACNASP registration number of the avifaunal specialist preparing the assessment and their curriculum vitae;</p> <p>6.2.2. a signed statement of independence by the specialist;</p> <p>6.2.3. a description of the study area including a map of all the aspects identified in the duration, dates and seasons of the site investigation and the relevance of the season to the outcome of the assessment;</p> |
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| | <p>6.2.4. the outcome of the reconnaissance study and the resultant site specific pre-application avifaunal monitoring;</p> <p>6.2.5. a description of the methodology used to undertake the site specific pre-application avifaunal monitoring program inclusive of the equipment used;</p> <p>6.2.6. a map showing the Global Positioning System (GPS) coordinates for each of the monitoring points for both the preferred site as well as the control site;</p> <p>6.2.7. the monitoring intervals for both sites;</p> <p>6.2.8. where relevant, a map showing the areas to be avoided;</p> <p>6.2.9. fatality prediction for target species and general species on the preferred site;</p> <p>6.2.10. a map showing the existing renewable energy facilities within a 10km radius of the proposed development;</p> <p>6.2.11. where relevant, the outcomes of the cumulative impact assessment;</p> <p>6.2.12. a discussion based on the pre-application monitoring of the expected impact of the proposed development on avifaunal species;</p> <p>6.2.13. a substantiated statement from the avifauna specialist, indicating the acceptability or not of the proposed development and a recommendation on the approval, or not, of the proposed development;</p> <p>6.2.14. any conditions to which this statement is subjected;</p> <p>6.2.15. a detailed post construction monitoring programme;</p> <p>6.2.16. the outcomes of the post-construction monitoring, including data and specialists reports, must be uploaded onto the national bird monitoring database, to be accessed at https://www.environment.gov.za/birddatabase, once operational;</p> <p>6.2.17. where required, proposed mitigation measures or any monitoring requirements for inclusion in the Environmental Management Programme (EMPr); and</p> <p>6.2.18. a description of the assumptions made and any uncertainties or gaps in knowledge or data.</p> <p>6.3. The findings of the Avifaunal Specialist Assessment must be incorporated into the Basic Assessment Report or the Environmental Impact Assessment Report, including the mitigation and monitoring measures as identified, which must be incorporated into the EMPr.</p> <p>6.4. A signed copy of the Avifaunal Specialist Assessment must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
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BIODIVERSITY

PROTOCOL FOR THE SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS FOR ENVIRONMENTAL IMPACTS ON TERRESTRIAL BIODIVERSITY

1. SCOPE

This protocol provides the criteria for the assessment and reporting of impacts on terrestrial biodiversity for activities requiring environmental authorisation. This protocol replaces the requirements of Appendix 6 of the Environmental Impact Assessment Regulations¹⁵.

The assessment and minimum reporting requirements of this protocol are associated with a level of environmental sensitivity identified by the national web based environmental screening tool (screening tool). The requirements for terrestrial biodiversity are for landscapes or sites which support various levels of biodiversity. The relevant terrestrial biodiversity data in the screening tool has been provided by the South African National Biodiversity Institute¹⁶.

The screening tool can be accessed at: <https://screening.environment.gov.za/screeningtool>.

2. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with a specialist assessment, the current use of the land and the potential environmental sensitivity of the site under consideration as identified by the screening tool must be confirmed by undertaking a **site sensitivity verification**.

¹⁵ The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

¹⁶ The biodiversity dataset has been provided by the South African Biodiversity Institute. For details of the dataset, click on the options button to the right of the various biodiversity layers on the screening tool, in the Aquatic Biodiversity theme, to view the metadata.

- 2.1. The site sensitivity verification must be undertaken by an environmental assessment practitioner or a specialist.
- 2.2. The site sensitivity verification must be undertaken through the use of:
 - (a) a desk top analysis, using satellite imagery;
 - (b) a preliminary on-site inspection; and
 - (c) any other available and relevant information.
- 2.3. The outcome of the site sensitivity verification must be recorded in the form of a report that:
 - (a) confirms or disputes the current use of the land and environmental sensitivity as identified by the screening tool;
 - (b) contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity; and
 - (c) is submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations.

3. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

TABLE 1: ASSESSMENT AND REPORTING OF IMPACTS ON TERRESTRIAL BIODIVERSITY

1. General Information

- 1.1. An applicant intending to undertake an activity identified in the scope of this protocol, on a site identified on the screening tool as being of "very high sensitivity" for terrestrial biodiversity, must submit a **Terrestrial Biodiversity Specialist Assessment**.
- 1.2. An applicant intending to undertake an activity identified in the scope of this protocol on a site identified by the screening tool as being "low sensitivity" for terrestrial biodiversity, must submit a **Terrestrial Biodiversity Compliance Statement**.
- 1.3. However, where the information gathered from the site sensitivity verification differs from the designation of "very high" terrestrial biodiversity sensitivity on the screening tool and it is found to be of a "low" sensitivity, then a **Terrestrial Biodiversity Compliance Statement** must be submitted.
- 1.4. Similarly, where the information gathered from the site sensitivity verification differs from that identified as having a "low" terrestrial biodiversity sensitivity on the screening tool, a **Terrestrial Biodiversity Specialist Assessment** must be conducted.
- 1.5. If any part of the proposed development footprint falls within an area of "very high" sensitivity, the assessment and reporting requirements prescribed for the "very high" sensitivity apply to the entire footprint, excluding linear activities for which impacts on terrestrial biodiversity are temporary and the land in the opinion of the terrestrial biodiversity specialist, based on the mitigation and remedial measures, can be returned to the current state within two years of the completion of the construction phase, in which case a compliance statement applies. Development footprint in the context of this protocol means the area on which the proposed development will take place and includes any area that will be disturbed.

VERY HIGH SENSITIVITY RATING - for terrestrial biodiversity features.

2. Terrestrial Biodiversity Specialist Assessment

- 2.1. The assessment must be prepared by a specialist registered with the South African Council for Natural Scientific Professionals (SACNASP) with expertise in the field of terrestrial biodiversity.
- 2.2. The assessment must be undertaken on the preferred site and within the proposed development footprint.

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| | <p>2.3. The assessment must provide a baseline description of the site which includes, as a minimum, the following aspects:</p> <p>2.3.1. a description of the ecological drivers or processes of the system and how the proposed development will impact these;</p> <p>2.3.2. ecological functioning and ecological processes (e.g. fire, migration, pollination, etc.) that operate within the preferred site;</p> <p>2.3.3. the ecological corridors that the proposed development would impede including migration and movement of flora and fauna;</p> <p>2.3.4. the description of any significant terrestrial landscape features (including rare or important flora-faunal associations, presence of strategic water source areas (SWSAs) or freshwater ecosystem priority area (FEPA) sub catchments;</p> <p>2.3.5. a description of terrestrial biodiversity and ecosystems on the preferred site, including:</p> <ul style="list-style-type: none"> (a) main vegetation types; (b) threatened ecosystems, including listed ecosystems as well as locally important habitat types identified; (c) ecological connectivity, habitat fragmentation, ecological processes and fine-scale habitats; and (d) species, distribution, important habitats (e.g. feeding grounds, nesting sites, etc.) and movement patterns identified; <p>2.3.6. the assessment must identify any alternative development footprints within the preferred site which would be of a "low" sensitivity as identified by the screening tool and verified through the site sensitivity verification; and</p> <p>2.3.7. the assessment must be based on the results of a site inspection undertaken on the preferred site and must identify:</p> <p>2.3.7.1. terrestrial critical biodiversity areas (CBAs), including:</p> <ul style="list-style-type: none"> (a) the reasons why an area has been identified as a CBA; (b) an indication of whether or not the proposed development is consistent with maintaining the CBA in a natural or near natural state or in achieving the goal of rehabilitation; (c) the impact on species composition and structure of vegetation with an indication of the extent of clearing activities in proportion to the remaining extent of the ecosystem type(s); (d) the impact on ecosystem threat status; (e) the impact on explicit subtypes in the vegetation; (f) the impact on overall species and ecosystem diversity of the site; and (g) the impact on any changes to threat status of populations of species of conservation concern in the CBA; <p>2.3.7.2. terrestrial ecological support areas (ESAs), including:</p> <ul style="list-style-type: none"> (a) the impact on the ecological processes that operate within or across the site; (b) the extent the proposed development will impact on the functionality of the ESA; and (c) loss of ecological connectivity (on site, and in relation to the broader landscape) due to the degradation and severing of ecological corridors or introducing barriers that impede migration and movement of flora and fauna; <p>2.3.7.3. protected areas as defined by the National Environmental Management: Protected Areas Act, 2004 including-</p> <ul style="list-style-type: none"> (a) an opinion on whether the proposed development aligns with the objectives or purpose of the protected area and the zoning as per the protected area management plan; <p>2.3.7.4. priority areas for protected area expansion, including-</p> |
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| | <p>(a) the way in which in which the proposed development will compromise or contribute to the expansion of the protected area network;</p> <p>2.3.7.5. SWSAs including:</p> <p>(a) the impact(s) on the terrestrial habitat of a SWSA; and</p> <p>(b) the impacts of the proposed development on the SWSA water quality and quantity (e.g. describing potential increased runoff leading to increased sediment load in water courses);</p> <p>2.3.7.6. FEPA sub catchments, including-</p> <p>(a) the impacts of the proposed development on habitat condition and species in the FEPA sub catchment;</p> <p>2.3.7.7. indigenous forests, including:</p> <p>(a) impact on the ecological integrity of the forest; and</p> <p>(b) percentage of natural or near natural indigenous forest area lost and a statement on the implications in relation to the remaining areas.</p> <p>2.4. The findings of the assessment must be written up in a Terrestrial Biodiversity Specialist Assessment Report.</p> <p>3. Terrestrial Biodiversity Specialist Assessment Report</p> <p>3.1. The Terrestrial Biodiversity Specialist Assessment Report must contain, as a minimum, the following information:</p> <p>3.1.1. contact details of the specialist, their SACNASP registration number, their field of expertise and a curriculum vitae;</p> <p>3.1.2. a signed statement of independence by the specialist;</p> <p>3.1.3. a statement on the duration, date and season of the site inspection and the relevance of the season to the outcome of the assessment;</p> <p>3.1.4. a description of the methodology used to undertake the site verification and impact assessment and site inspection, including equipment and modelling used, where relevant;</p> <p>3.1.5. a description of the assumptions made and any uncertainties or gaps in knowledge or data as well as a statement of the timing and intensity of site inspection observations;</p> <p>3.1.6. a location of the areas not suitable for development, which are to be avoided during construction and operation (where relevant);</p> <p>3.1.7. additional environmental impacts expected from the proposed development;</p> <p>3.1.8. any direct, indirect and cumulative impacts of the proposed development;</p> <p>3.1.9. the degree to which impacts and risks can be mitigated;</p> <p>3.1.10. the degree to which the impacts and risks can be reversed;</p> <p>3.1.11. the degree to which the impacts and risks can cause loss of irreplaceable resources;</p> <p>3.1.12. proposed impact management actions and impact management outcomes proposed by the specialist for inclusion in the Environmental Management Programme (EMPr);</p> <p>3.1.13. a motivation must be provided if there were development footprints identified as per paragraph 2.3.6 above that were identified as having a "low" terrestrial biodiversity sensitivity and that were not considered appropriate;</p> <p>3.1.14. a substantiated statement, based on the findings of the specialist assessment, regarding the acceptability, or not, of the proposed development, if it should receive approval or not; and</p> <p>3.1.15. any conditions to which this statement is subjected.</p> |
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| | <p>3.2. The findings of the Terrestrial Biodiversity Specialist Assessment must be incorporated into the Basic Assessment Report or the Environmental Impact Assessment Report, including the mitigation and monitoring measures as identified, which must be incorporated into the EMPr where relevant.</p> <p>3.3. A signed copy of the assessment must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
| <p>LOW SENSITIVITY RATING – for terrestrial biodiversity features.</p> | <p>4. Terrestrial Biodiversity Compliance Statement</p> <p>4.1. The compliance statement must be prepared by a specialist registered with the SACNASP and having expertise in the field of ecological sciences.</p> <p>4.2. The compliance statement must:</p> <p>4.2.1. be applicable to the preferred site and proposed development footprint;</p> <p>4.2.2. confirm that the site is of "low" sensitivity for terrestrial biodiversity; and</p> <p>4.2.3. indicate whether or not the proposed development will have any impact on the biodiversity feature.</p> <p>4.3. The compliance statement must contain, as a minimum, the following information:</p> <p>4.3.1. the contact details of the specialist, their SACNASP registration number, their field of expertise and a curriculum vitae;</p> <p>4.3.2. a signed statement of independence by the specialist;</p> <p>4.3.3. a statement on the duration, date and season of the site inspection and the relevance of the season to the outcome of the assessment;</p> <p>4.3.4. a baseline profile description of biodiversity and ecosystems of the site;</p> <p>4.3.5. the methodology used to verify the sensitivities of the terrestrial biodiversity features on the site, including equipment and modelling used, where relevant;</p> <p>4.3.6. in the case of a linear activity, confirmation from the terrestrial biodiversity specialist that, in their opinion, based on the mitigation and remedial measures proposed, the land can be returned to the current state within two years of completion of the construction phase;</p> <p>4.3.7. where required, proposed impact management outcomes or any monitoring requirements for inclusion in the EMPr;</p> <p>4.3.8. a description of the assumptions made and any uncertainties or gaps in knowledge or data; and</p> <p>4.3.9. any conditions to which this statement is subjected.</p> <p>4.4. A signed copy of the compliance statement must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |

BIODIVERSITY

PROTOCOL FOR THE SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS FOR ENVIRONMENTAL IMPACTS ON AQUATIC BIODIVERSITY

1. SCOPE

This protocol provides the criteria for the specialist assessment and minimum report content requirements for impacts on aquatic¹⁷ biodiversity for activities requiring environmental authorisation. This protocol replaces the requirements of Appendix 6 of the Environmental Impact Assessment Regulations¹⁸.

The assessment and reporting requirements of this protocol are associated with a level of environmental sensitivity identified by the national web based environmental screening tool (screening tool). The relevant aquatic biodiversity data in the screening tool has been provided by the South African National Biodiversity Institute¹⁹.

¹⁷ Aquatic is defined as inland aquatic and estuaries/estuarine systems where plants and animals live.

¹⁸ The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

¹⁹ The biodiversity dataset has been provided by the South African Biodiversity Institute. For details of the dataset, click on the options button to the right of the various biodiversity layers within the national web based environmental screening tool, in the Aquatic Biodiversity theme to view the metadata.

The screening tool can be accessed at: <https://screening.environment.gov.za/screeningtool>.

2. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with a specialist assessment, the current use of the land and the environmental sensitivity of the site under consideration identified by the screening tool must be confirmed by undertaking a **site sensitivity verification**.

2.1. The site sensitivity verification must be undertaken by an environmental assessment practitioner or a specialist.

2.2. The site sensitivity verification must be undertaken through the use of:

- (a) a desk top analysis, using satellite imagery;
- (b) a preliminary on-site inspection; and
- (c) any other available and relevant information.

2.3. The outcome of the site sensitivity verification must be recorded in the form of a report that:

- (a) confirms or disputes the current use of the land and the environmental sensitivity as identified by the screening tool, such as new developments or infrastructure, the change in vegetation cover or status etc.;
- (b) contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity; and
- (c) is submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations.

3. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

TABLE 1: ASSESSMENT AND REPORTING OF IMPACTS ON AQUATIC BIODIVERSITY

1. General Information

- 1.1. An applicant intending to undertake an activity identified in the scope of this protocol on a site identified on the screening tool as being of:
 - 1.1.1. "very high sensitivity" for aquatic biodiversity, must submit an **Aquatic Biodiversity Specialist Assessment**; or
 - 1.1.2. "low sensitivity" for aquatic biodiversity, must submit an **Aquatic Biodiversity Compliance Statement**.
- 1.2. Where the information gathered from the site sensitivity verification differs from the screening tool designation of "very high" aquatic biodiversity sensitivity, and it is found to be of a "low" sensitivity, an **Aquatic Biodiversity Compliance Statement** must be submitted.
- 1.3. Similarly, where the information gathered from the site sensitivity verification differs from the screening tool designation of "low" aquatic biodiversity sensitivity, and it is found to be of a "very high" sensitivity, an **Aquatic Biodiversity Specialist Assessment** must be submitted.
- 1.4. If any part of the proposed development footprint falls within an area of "very high" sensitivity, the assessment and reporting requirements prescribed for the "very high" sensitivity apply to the entire footprint, excluding a linear activity for which impacts on aquatic biodiversity are temporary and the land in the opinion of the aquatic biodiversity specialist, based on the mitigation and remedial measures, can be returned to the current state within two years of the completion of the construction phase, in which case a compliance statement applies. In the context of this protocol, development footprint means the area on which the proposed development will take place and includes any area that will be disturbed.

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| VERY HIGH SENSITIVITY RATING – for aquatic biodiversity features. | <p>2. Aquatic Biodiversity Specialist Assessment</p> <p>2.1. The assessment must be prepared by a specialist registered with the South African Council for Natural Scientific Professionals (SACNASP), with expertise in the field of aquatic sciences.</p> <p>2.2. The assessment must be undertaken on the preferred site and within the proposed development footprint.</p> <p>2.3. The assessment must provide a baseline description of the site which includes, as a minimum, the following aspects:</p> <p>2.3.1. a description of the aquatic biodiversity and ecosystems on the site, including;</p> <ul style="list-style-type: none"> (a) aquatic ecosystem types; and (b) presence of aquatic species, and composition of aquatic species communities, their habitat, distribution and movement patterns; <p>2.3.2. the threat status of the ecosystem and species as identified by the screening tool²⁰;</p> <p>2.3.3. an indication of the national and provincial priority status of the aquatic ecosystem, including a description of the criteria for the given status (i.e. if the site includes a wetland or a river freshwater ecosystem priority area or sub catchment, a strategic water source area, a priority estuary, whether or not they are free-flowing rivers, wetland clusters, a critical biodiversity or ecologically sensitivity area); and</p> <p>2.3.4. a description of the ecological importance and sensitivity of the aquatic ecosystem including:</p> <ul style="list-style-type: none"> (a) the description (spatially, if possible) of the ecosystem processes that operate in relation to the aquatic ecosystems on and immediately adjacent to the site (e.g. movement of surface and subsurface water, recharge, discharge, sediment transport, etc.); and (b) the historic ecological condition (reference) as well as present ecological state of rivers (in-stream, riparian and floodplain habitat), wetlands and/or estuaries in terms of possible changes to the channel and flow regime (surface and groundwater). <p>2.4. The assessment must identify alternative development footprints within the preferred site which would be of a "low" sensitivity as identified by the screening tool and verified through the site sensitivity verification and which were not considered appropriate.</p> <p>2.5. Related to impacts, a detailed assessment of the potential impacts of the proposed development on the following aspects must be undertaken to answer the following questions:</p> <p>2.5.1. is the proposed development consistent with maintaining the priority aquatic ecosystem in its current state and according to the stated goal?</p> <p>2.5.2. is the proposed development consistent with maintaining the resource quality objectives for the aquatic ecosystems present?</p> <p>2.5.3. how will the proposed development impact on fixed and dynamic ecological processes that operate within or across the site? This must include:</p> <ul style="list-style-type: none"> (a) impacts on hydrological functioning at a landscape level and across the site which can arise from changes to flood regimes (e.g. suppression of floods, loss of flood attenuation capacity, unseasonal flooding or destruction of floodplain processes); |
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²⁰ These ecosystems include the National Environmental Management Biodiversity Act, 2004 (Act No. 10 of 2004) listed ecosystems.

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| | <ul style="list-style-type: none"> (b) will the proposed development change the sediment regime of the aquatic ecosystem and its sub-catchment (e.g. sand movement, meandering river mouth or estuary, flooding or sedimentation patterns); (c) what will the extent of the modification in relation to the overall aquatic ecosystem be (e.g. at the source, upstream or downstream portion, in the temporary / seasonal / permanent zone of a wetland, in the riparian zone or within the channel of a watercourse, etc.); and (d) to what extent will the risks associated with water uses and related activities change; |
| 2.5.4. | <p>how will the proposed development impact on the functioning of the aquatic feature? This must include:</p> <ul style="list-style-type: none"> (a) base flows (e.g. too little or too much water in terms of characteristics and requirements of the system); (b) quantity of water including change in the hydrological regime or hydroperiod of the aquatic ecosystem (e.g. seasonal to temporary or permanent; impact of over-abstraction or instream or off-stream impoundment of a wetland or river); (c) change in the hydrogeomorphic typing of the aquatic ecosystem (e.g. change from an unchannelled valley-bottom wetland to a channelled valley-bottom wetland); (d) quality of water (e.g. due to increased sediment load, contamination by chemical and/or organic effluent, and/or eutrophication); (e) fragmentation (e.g. road or pipeline crossing a wetland) and loss of ecological connectivity (lateral and longitudinal); and (f) the loss or degradation of all or part of any unique or important features associated with or within the aquatic ecosystem (e.g. waterfalls, springs, oxbow lakes, meandering or braided channels, peat soils, etc.); |
| 2.5.5. | <p>how will the proposed development impact on key ecosystems regulating and supporting services especially:</p> <ul style="list-style-type: none"> (a) flood attenuation; (b) streamflow regulation; (c) sediment trapping; (d) phosphate assimilation; (e) nitrate assimilation; (f) toxicant assimilation; (g) erosion control; and (h) carbon storage? |
| 2.5.6. | <p>how will the proposed development impact community composition (numbers and density of species) and integrity (condition, viability, predator-prey ratios, dispersal rates, etc.) of the faunal and vegetation communities inhabiting the site?</p> |
| 2.6. | <p>In addition to the above, where applicable, impacts to the frequency of estuary mouth closure should be considered, in relation to:</p> <ul style="list-style-type: none"> (a) size of the estuary; (b) availability of sediment; (c) wave action in the mouth; (d) protection of the mouth; (e) beach slope; (f) volume of mean annual runoff; and (g) extent of saline intrusion (especially relevant to permanently open systems). |

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| | <p>2.7. The findings of the specialist assessment must be written up in an Aquatic Biodiversity Specialist Assessment Report that contains, as a minimum, the following information:</p> <ul style="list-style-type: none"> 2.7.1. contact details of the specialist, their SACNASP registration number, their field of expertise and a curriculum vitae; 2.7.2. a signed statement of independence by the specialist; 2.7.3. a statement on the duration, date and season of the site inspection and the relevance of the season to the outcome of the assessment; 2.7.4. the methodology used to undertake the site inspection and the specialist assessment, including equipment and modelling used, where relevant; 2.7.5. a description of the assumptions made, any uncertainties or gaps in knowledge or data; 2.7.6. the location of areas not suitable for development, which are to be avoided during construction and operation, where relevant; 2.7.7. additional environmental impacts expected from the proposed development; 2.7.8. any direct, indirect and cumulative impacts of the proposed development on site; 2.7.9. the degree to which impacts and risks can be mitigated; 2.7.10. the degree to which the impacts and risks can be reversed; 2.7.11. the degree to which the impacts and risks can cause loss of irreplaceable resources; 2.7.12. a suitable construction and operational buffer for the aquatic ecosystem, using the accepted methodologies; 2.7.13. proposed impact management actions and impact management outcomes for inclusion in the Environmental Management Programme (EMPr); 2.7.14. a motivation must be provided if there were development footprints identified as per paragraph 2.4 above that were identified as having a "low" aquatic biodiversity sensitivity and that were not considered appropriate; 2.7.15. a substantiated statement, based on the findings of the specialist assessment, regarding the acceptability or not of the proposed development and if the proposed development should receive approval or not; and 2.7.16. any conditions to which this statement is subjected. <p>2.8. The findings of the Aquatic Biodiversity Specialist Assessment must be incorporated into the Basic Assessment Report or the Environmental Impact Assessment Report including the mitigation and monitoring measures as identified, that are to be included in the EMPr.</p> <p>2.9. A signed copy of the assessment must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
| <p>LOW SENSITIVITY RATING – for aquatic biodiversity features.</p> | <p>3. Aquatic Biodiversity Compliance Statement</p> <ul style="list-style-type: none"> 3.1. The compliance statement must be prepared by a suitably qualified specialist registered with the SACNASP, with expertise in the field of aquatic sciences. 3.2. The compliance statement must: <ul style="list-style-type: none"> 3.2.1. be applicable to the preferred site and the proposed development footprint; 3.2.2. confirm that the site is of "low" sensitivity for aquatic biodiversity; and 3.2.3. indicate whether or not the proposed development will have an impact on the aquatic features. 3.3. The compliance statement must contain, as a minimum, the following information: <ul style="list-style-type: none"> 3.3.1. contact details of the specialist, their SACNASP registration number, their field of expertise and a curriculum vitae; 3.3.2. a signed statement of independence by the specialist; |

- 3.3.3 a statement on the duration, date and season of the site inspection and the relevance of the season to the outcome of the assessment;
- 3.3.4. a baseline profile description of biodiversity and ecosystems of the site;
- 3.3.5. the methodology used to verify the sensitivities of the aquatic biodiversity features on the site including the equipment and modelling used where relevant;
- 3.3.6. in the case of a linear activity, confirmation from the aquatic biodiversity specialist that, in their opinion, based on the mitigation and remedial measures proposed, the land can be returned to the current state within two years of completion of the construction phase;
- 3.3.7. where required, proposed impact management outcomes or any monitoring requirements for inclusion in the EMPr;
- 3.3.8. a description of the assumptions made as well as any uncertainties or gaps in knowledge or data; and
- 3.3.9. any conditions to which this statement is subjected.

3.4. A signed copy of the compliance statement must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.

NOISE

PROTOCOL FOR SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS FOR NOISE IMPACTS

1. SCOPE

This protocol provides the criteria for the specialist assessment and minimum report content requirements for the impacts of noise on the environment for activities requiring environmental authorisation. This protocol replaces the requirements of Appendix 6 of the Environmental Impact Assessment Regulations²¹.

The assessment and reporting requirements of this protocol are associated with a level of environmental sensitivity identified by the national web based environmental screening tool (screening tool).

The screening tool can be accessed at: <https://screening.environment.gov.za/screeningtool>.

2. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with a specialist assessment, the current use of the land and the potential environmental sensitivity of the site under consideration as identified by the screening tool must be confirmed by undertaking a **site sensitivity verification**.

- 2.1. The site sensitivity verification must be undertaken by an environmental assessment practitioner or a noise specialist, where noise specialist means someone with relevant academic qualifications and with expertise in the domain of acoustic assessments and noise management.
- 2.2. The site sensitivity verification must be undertaken through the use of:
 - (a) a desk top analysis, using satellite imagery;
 - (b) a preliminary on-site inspection; and
 - (c) any other available and relevant information.
- 2.3. The outcome of the site sensitivity verification must be recorded in the form of a report that:
 - (a) confirms or disputes the current use of the land and environmental sensitivity as identified by the screening tool, such as new developments or infrastructure etc.;
 - (b) contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity; and
 - (c) is submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations.

3. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

²¹ The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

TABLE 1: ASSESSMENT AND REPORTING ON NOISE IMPACTS

1. General Information

- 1.1. An applicant intending to undertake an activity identified in the scope of this protocol for which a specialist assessment has been identified on the screening tool:
- 1.1.1. on a site identified as being of:
 - 1.1.1.1. "very high" sensitivity for noise, must submit a **Noise Specialist Assessment**; or
 - 1.1.1.2. "low" sensitivity for noise, must submit a **Noise Compliance Statement**.
 - 1.1.2. on a site where the information gathered from the site sensitivity verification differs from the designation of "very high" sensitivity on the screening tool and it is found to be of a "low" sensitivity, a **Noise Compliance Statement** must be submitted;
 - 1.1.3. on a site where the information gathered from the initial site sensitivity verification differs from the designation of "low" sensitivity on the screening tool and it is found to be of a "very high" sensitivity, a **Noise Specialist Assessment** must be submitted.
- 1.2. If any part of the proposed development footprint falls within an area of "very high" sensitivity, the assessment and reporting requirements prescribed for the "very high" sensitivity apply to the entire footprint excluding linear activities for which noise impacts are associated with construction activities only and the noise levels return to the current levels after the completion of construction activities, in which case a compliance statement applies. In the context of this protocol, development footprint means the area on which the proposed development will take place and includes any area that will be disturbed.

VERY HIGH SENSITIVITY RATING – Likelihood of a negative noise impact at the receptor.

2. Noise Specialist Assessment

- 2.1. The assessment must be undertaken by a noise specialist on the site being submitted as the preferred site.
- 2.2. The assessment must be undertaken based on a site inspection as well as applying the noise standards and methodologies stipulated in SANS 10103:2008 and SANS 10328:2008 (or latest versions) for residential and non-residential areas as defined in these standards.
- 2.3. A baseline description must be provided of the potential receptors and existing ambient noise levels. The receptors could include places of residence or tranquility that have amenity value associated with low noise levels. As a minimum, this description must include the following:
 - 2.3.1. current ambient sound levels recorded at relevant locations (e.g. receptors and proposed new noise sources) over a minimum of two nights and that provide a representative measurement of the ambient noise climate, with each sample being a minimum of ten minutes and taken at two different times of the night (such as early evening and late at night) on each night, in order to record typical ambient sound levels at these different times of night;
 - 2.3.2. records of the approximate wind speed at the time of the measurement;
 - 2.3.3. mapped distance of the receiver from the proposed development that is the noise source; and

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| | <p>2.3.4. discussion on temporal aspects of baseline ambient conditions.</p> <p>2.4. Assessment of impacts done in accordance to SANS 10103:2008 and SANS 10328:2008 (or latest versions) must include the following aspects which must be considered as a minimum in the predicted impact of the proposed development:</p> <p>2.4.1. characterisation and determination of noise emissions from the noise source, where characterization could include types of noise, frequency, content, vibration and temporal aspects;</p> <p>2.4.2. projected total noise levels and changes in noise levels as a result of the construction, commissioning and operation of the proposed development for the nearest receptors using industry accepted models and forecasts; and</p> <p>2.4.3. desired noise levels for the area.</p> <p>2.5. The findings of the Noise Specialist Assessment must be written up in a Noise Specialist Report that must contain as a minimum the following information:</p> <p>2.5.1. details and relevant qualifications and experience of the noise specialist preparing the assessment including a curriculum vitae;</p> <p>2.5.2. a signed statement of independence by the specialist;</p> <p>2.5.3. the duration and date of the site inspection and the relevance of the season and weather conditions to the outcome of the assessment;</p> <p>2.5.4. a description of the methodology used to undertake the on-site assessment inclusive of the equipment and models used, as relevant, together with results of the noise assessment;</p> <p>2.5.5. a map showing the proposed development footprint (including supporting infrastructure) with a 50m buffered development envelope;</p> <p>2.5.6. confirmation from the specialist that all reasonable measures have been considered, or not, in the micro-siting of the proposed development to minimise disturbance of receptors;</p> <p>2.5.7. a substantiated statement from the specialist on the acceptability, or not, of the proposed development and a recommendation on the approval, or not, of the proposed development;</p> <p>2.5.8. any conditions to which this statement is subjected;</p> <p>2.5.9. the assessment must identify alternative development footprints within the preferred site which would be of a "low" sensitivity as identified by the screening tool and verified through the site sensitivity verification and which were not considered;</p> <p>2.5.10. a motivation must be provided if there were development footprints identified as per paragraph 2.5.9. above that were identified as having a "low" noise sensitivity and that were not considered appropriate;</p> <p>2.5.11. where identified, proposed impact management outcomes, mitigation measures for noise emissions during the construction and commissioning phases that may be of relative short duration, or any monitoring requirements for inclusion in the Environmental Management Programme (EMPr); and</p> <p>2.5.12. a description of the assumptions made and any uncertainties or gaps in knowledge or data.</p> |
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| | <p>2.6. The findings of the Noise Specialist Assessment must be incorporated into the Basic Assessment Report or the Environmental Impact Assessment Report including the mitigation and monitoring measures as identified for inclusion in the EMPr.</p> <p>2.7. A signed copy of the specialist assessment must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
| <p>LOW SENSITIVITY RATING - No significant noise impact expected at the receptor.</p> | <p>3. Noise Compliance Statement</p> <p>3.1. The compliance statement must be prepared by an environmental assessment practitioner or a noise specialist.</p> <p>3.2. The compliance statement must:</p> <ul style="list-style-type: none"> 3.2.1. be applicable to the preferred site and the proposed development footprint; 3.2.2. confirm that the site is of "low" sensitivity for noise impacts; and 3.2.3. indicate whether or not the proposed development will have an unacceptable impact on the noise receptors of the site. <p>3.3. The compliance statement must contain, as a minimum, the following information:</p> <ul style="list-style-type: none"> 3.3.1. contact details of the environmental assessment practitioner or noise specialist, their relevant qualifications and expertise in preparing the statement, and a curriculum vitae; 3.3.2. a signed statement of independence by the environmental assessment practitioner or noise specialist; 3.3.3. a map showing the proposed development footprint (including supporting infrastructure) overlaid on the noise sensitivity map generated by the screening tool; 3.3.4. confirmation that all reasonable measures have been taken through micro-siting to minimize disturbance to receptors; 3.3.5. a substantiated statement from the environmental assessment practitioner or noise specialist on the acceptability, or not, of the proposed development and a recommendation on the approval, or not, of the proposed development; 3.3.6. any conditions to which this statement is subjected; 3.3.7. where required, proposed impact management outcomes or any monitoring requirements for inclusion in the EMPr; and 3.3.8. a description of the assumptions made and any uncertainties or gaps in knowledge or data as well as a statement of the timing and intensity of site inspection observations. <p>3.4. A signed copy of the compliance statement must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |

DEFENCE

PROTOCOL FOR THE SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS FOR ENVIRONMENTAL IMPACTS ON DEFENCE INSTALLATIONS

1. SCOPE

This protocol provides the criteria for the specialist assessment and minimum report content requirements for impacts on defence installations for activities requiring environmental authorisation. This protocol replaces the requirements of Appendix 6 of the Environmental Impact Assessment Regulations²².

The assessment and reporting requirements of this protocol are associated with the level of sensitivity identified by the national web based environmental screening tool (screening tool).

The screening tool can be accessed at: <https://screening.environment.gov.za/screeningtool>.

2. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with a specialist assessment, the current use of the land and the potential environmental sensitivity of the site under consideration as identified by the screening tool must be confirmed by undertaking a **site sensitivity verification**.

- 2.1. The site sensitivity verification must be undertaken by an environmental assessment practitioner or specialist with expertise in radar.
- 2.2. The site sensitivity verification must be undertaken through the use of:
 - (a) a desk top analysis, using satellite imagery;
 - (b) a preliminary on-site inspection; and
 - (c) any other available and relevant information.
- 2.3. The outcome of the site sensitivity verification must be recorded in the form of a report that:
 - (a) confirms or disputes the current use of the land and environmental sensitivity as identified by the screening tool, such as new developments or infrastructure etc.;
 - (b) contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity; and
 - (c) is submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations.

3. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

TABLE 1: ASSESSMENT AND REPORTING OF IMPACTS ON DEFENCE INSTALLATIONS

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| <p>1. General Information</p> <p>1.1. An applicant intending to undertake an activity identified in the scope of this protocol for which a specialist assessment has been identified on the screening tool:</p> <p>1.1.1. on a site identified as being of:</p> <p>1.1.1.1. "very high", "high" or "medium" sensitivity for defence, must submit a Defence Compliance Statement; or</p> |
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²² The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

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| <p>1.1.1.2. "low" sensitivity, no further assessment requirements are identified.</p> <p>1.1.2. on a site where the information gathered from the site sensitivity verification differs from the designation of "very high", "high" or "medium" sensitivity on the screening tool and it is found to be of a "low" sensitivity, no further assessment requirements are identified;</p> <p>1.1.3. similarly, on a site where the information gathered from the initial site sensitivity verification differs from the designation of "low" sensitivity on the screening tool and it is found to be of a "very high", "high" or medium sensitivity, a Defence Compliance Statement must be submitted; and</p> <p>1.1.4. If any part of the proposed development footprint falls within an area of "very high", "high" or "medium" sensitivity, the assessment and reporting requirements prescribed for the "very high", "high" and "medium" sensitivity apply to the entire footprint. In the context of this protocol, development footprint means the area on which the proposed development will take place and includes any area that will be disturbed.</p> | |
| <p>VERY HIGH SENSITIVITY RATING - high likelihood for negative impacts on the defence installation. In-depth assessment of the potential impacts and mitigation measures are likely to be required before development can be considered in these areas.</p> <p>HIGH SENSITIVITY RATING - potential for negative impacts on the defence installation that can potentially be mitigated. Further assessment may be required to investigate potential impacts and mitigation measures.</p> <p>MEDIUM SENSITIVITY RATING - low potential for negative impacts on the defence installation, and if there are impacts there is a high likelihood of mitigation. Further assessment of the potential impacts may not be required.</p> | <p>2. Defence Compliance Statement</p> <p>2.1. The compliance statement must be prepared by an environmental assessment practitioner or a specialist with expertise in radar.</p> <p>2.2. The compliance statement must:</p> <p>2.2.1. be applicable to the preferred site and the proposed development footprint;</p> <p>2.2.2. confirm the sensitivity rating for the site; and</p> <p>2.2.3. indicate whether or not the proposed development will have an unacceptable impact on defence installations.</p> <p>2.3. The compliance statement must contain, as a minimum, the following information:</p> <p>2.3.1. contact details of the environmental assessment practitioner or the specialist, their relevant qualifications and expertise in preparing the statement, and a curriculum vitae;</p> <p>2.3.2. a signed statement of independence by the environmental assessment practitioner or specialist;</p> <p>2.3.3. a map showing the proposed development footprint (including supporting infrastructure) overlaid on the defence sensitivity map generated by the screening tool;</p> <p>2.3.4. a comment, in writing, from the Department of Defence confirming no unacceptable impact on military areas of interest; and</p> <p>2.3.5. should the comment from the Department of Defence indicate the need for further assessment, a copy of the assessment report and mitigation measures is to be attached to the compliance statement and incorporated into the Basic Assessment Report or Environmental Impact Assessment Report with mitigation and monitoring measures identified included in the Environmental Management Programme. The assessment must be in accordance with the requirements stipulated by the Department of Defence.</p> <p>2.4. A signed copy of the compliance statement must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |

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| LOW SENSITIVITY RATING - No negative impacts on the defence installation are expected in low sensitivity areas. It is unlikely for further assessment and mitigation measures to be required. | No requirement identified. |
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CIVIL AVIATION

PROTOCOL FOR THE SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS FOR ENVIRONMENTAL IMPACTS ON CIVIL AVIATION INSTALLATIONS

1. SCOPE

This protocol provides the criteria for the specialist assessment and minimum report content requirements for impacts on civil aviation installations for activities requiring environmental authorisation. This protocol replaces the requirements of Appendix 6 of the Environmental Impact Assessment Regulations²³.

The assessment and reporting requirements of this protocol are associated with the level of sensitivity identified by the national web based environmental screening tool (screening tool).

The screening tool can be accessed at: <https://screening.environment.gov.za/screeningtool>

2. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with a specialist assessment, the current use of the land and the potential environmental sensitivity of the site under consideration as identified by the screening tool must be confirmed by undertaking a **site sensitivity verification**.

- 2.1. The site sensitivity verification must be undertaken by an environmental assessment practitioner or specialist with expertise in radar.
- 2.2. The site sensitivity verification must be undertaken through the use of:
 - (a) a desk top analysis, using satellite imagery;
 - (b) a preliminary on-site inspection; and
 - (c) any other available and relevant information.
- 2.3. The outcome of the site sensitivity verification must be recorded in the form of a report that:
 - (a) confirms or disputes the current use of the land and environmental sensitivity as identified by the screening tool, such as new developments or infrastructure etc.;
 - (b) contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity; and
 - (c) is submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations.

3. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

TABLE 1: ASSESSMENT AND REPORTING OF IMPACTS ON CIVIL AVIATION INSTALLATIONS

1. General Information

- 1.1. An applicant intending to undertake an activity identified in the scope of this protocol for which a specialist assessment has been identified on the screening tool:
 - 1.1.1. on a site identified as being of:
 - 1.1.1.1. "very high", "high" or "medium" sensitivity for civil aviation, must submit a **Civil Aviation Compliance Statement**; or
 - 1.1.1.2. "low" sensitivity, no further assessment requirements are identified.

²³ The Environmental Impact Assessment Regulations, as promulgated in terms of Section 24 (5) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

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| <p>1.1.2. on a site where the information gathered from the site sensitivity verification differs from the designation of "very high", "high" or "medium" sensitivity on the screening tool and it is found to be of a "low" sensitivity, no further assessment requirements are identified;</p> <p>1.1.3. similarly, on a site where the information gathered from the initial site sensitivity verification differs from the designation of "low" sensitivity on the screening tool and it is found to be of a "very high", "high" or "medium" sensitivity, a Civil Aviation Compliance Statement must be submitted; and</p> <p>1.1.4. If any part of the proposed development footprint falls within an area of "very high", "high" or "medium" sensitivity, the assessment and reporting requirements prescribed for the "very high", "high" and "medium" sensitivity apply to the entire footprint. In the context of this protocol, development footprint means the area on which the proposed development will take place and includes any area that will be disturbed.</p> | |
| <p>VERY HIGH SENSITIVITY RATING - high likelihood for significant negative impacts on the civil aviation installation that cannot be mitigated. In-depth assessment of the potential impacts are likely to be required before development can be considered in these areas.</p> <p>HIGH SENSITIVITY RATING – potential for negative impacts on the civil aviation installation that can potentially be mitigated. Further assessment may be required to investigate potential impacts and mitigation measures.</p> <p>MEDIUM SENSITIVITY RATING - low potential for negative impacts on the civil aviation installation, and if there are impacts there is a high likelihood of mitigation. Further assessment of the potential impacts may not be required.</p> | <p>2. Civil Aviation Compliance Statement</p> <p>2.1. The compliance statement must be prepared by an environmental assessment practitioner or a specialist with expertise in radar.</p> <p>2.2. The compliance statement must:</p> <p>2.2.1. be applicable to the preferred site and the proposed development footprint;</p> <p>2.2.2. confirm the sensitivity rating for the site; and</p> <p>2.2.3. indicate whether or not the proposed development will have an unacceptable impact on civil aviation installations.</p> <p>2.3. The compliance statement must contain, as a minimum, the following information:</p> <p>2.3.1. contact details of the environmental assessment practitioner or the specialist, their relevant qualifications and expertise in preparing the statement, and a curriculum vitae;</p> <p>2.3.2. a signed statement of independence by the environmental assessment practitioner or specialist;</p> <p>2.3.3. a map showing the proposed development footprint (including supporting infrastructure) overlaid on the civil aviation sensitivity map generated by the screening tool;</p> <p>2.3.4. a comment, in writing, from the South African Civil Aviation Authority (SACAA), which may include inputs from the Obstacle Evaluation Committee (OEC), if appropriate, confirming no unacceptable impact on civil aviation installations; and</p> <p>2.3.5. should the comment from the SACAA indicate the need for further assessment, a copy of the assessment report and mitigation measures is to be attached to the compliance statement and incorporated into the Basic Assessment Report or Environmental Impact Assessment Report with mitigation and monitoring measures identified included in the EMPr. The assessment must be in accordance with the requirements stipulated by the SACAA.</p> <p>2.4. A signed copy of the compliance statement must be appended to the Basic Assessment Report or Environmental Impact Assessment Report.</p> |
| <p>LOW SENSITIVITY RATING - No significant impacts on the civil aviation installation are expected in low sensitivity areas. It is</p> | <p>No requirement identified.</p> |

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| unlikely for further assessment and mitigation measures to be required. | |
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DEPARTMENT OF ENVIRONMENTAL AFFAIRS

NO. 321

20 MARCH 2020

NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003
(ACT NO. 57 OF 2003)DRAFT AMENDMENTS TO CERTAIN REGULATIONS GOVERNING VARIOUS MARINE
PROTECTED AREAS

I, Barbara Dallas Creecy, Minister of Environment, Forestry and Fisheries, hereby publish draft amendments to certain regulations governing various marine protected areas in terms of section 86 of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) as set out in the Schedule hereto, for public comments.

Any person who wishes to submit representations or comments in connection with the draft amendments is invited to do so within 60 calendar days of the publication of this notice. Comments received after this time may not be considered. All representations and comments must be submitted in writing to the Deputy Director-General of the national Department of Environmental Affairs, Branch: Oceans and Coasts:

By post to: The Deputy Director-General
Department of Environmental Affairs
Attention: Ms Daisy Kotsedi
Branch: Oceans and Coasts
Private Bag x4390
CAPE TOWN
8002

By hand: The Deputy Director-General
Department of Environmental Affairs
Attention: Ms Daisy Kotsedi
Branch: Oceans and Coasts
1 East Pier Building, East Pier Road
Victoria & Alfred Waterfront, Cape Town

By e-mail: jetski@environment.gov.za
Enquiries: Ms Daisy Koketso, Tel: 021 405 9490



BARBARA DALLAS CREECY
MINISTER OF ENVIRONMENT, FORESTRY AND FISHERIES

GENERAL EXPLANATORY NOTE:

[] Words in bold type in square brackets indicate omissions from existing regulations.

_____ Words underlined with a solid line indicate insertions in existing regulations.

SCHEDULE**Amendment of regulation 1 in Government Notice R. 695 in *Government Gazette* 26431 of 4 June 2004**

1. Regulation 1 of the Notice declaring the Table Mountain National Park Marine Protected Area is hereby amended—

(a) by the substitution for the definition of “personal watercraft” of the following definition:

“**personal watercraft**” means a vessel—

(a) which is less than three meters in length;

(b) which uses an inboard engine powering a water-jet pump as its primary source of propulsion; and

(c) which is designed to be operated by a person or persons sitting, standing or kneeling on, rather than within, the confines of a hull.”; and

(b) by the deletion of the following definition:

[“SCUBA diving business” means a commercial enterprise which involves transporting, guiding or providing SCUBA gear to SCUBA divers;].

Deletion of regulation 8 in Government Notice R. 695 in *Government Gazette* 26431 of 4 June 2004

2. Regulation 8 of the Notice declaring the Table Mountain National Park Marine Protected Area is hereby deleted.

Amendment of regulation 9 in Government Notice R. 695 in *Government Gazette* 26431 of 4 June 2004

3. Regulation 9 of the Notice declaring the Table Mountain National Park Marine Protected Area is hereby amended by the substitution of regulation 9 for the following regulation:

“9. SCUBA diving

- (1) No person may operate or attempt to operate a SCUBA diving business in the Marine Protected Area, without a permit.
- (2) Application for a permit referred to in sub-regulation (1) must be made to the Minister and may be issued subject to conditions.”.

Amendment of regulation 11 in Government Notice R. 695 in *Government Gazette* 26431 of 4 June 2004

4. Regulation 11 of the Notice declaring the Table Mountain National Park Marine Protected Area is hereby amended by the insertion, after subregulation (4), of the following subregulations:

- “ (5) No person may operate a vessel at a speed that exceeds 8 knots within 500 meters of the high-water mark within the Marine Protected Area, except where it is necessary to do so for the vessel’s safety, or for launching or approaching a launch site.
- (6) No person may operate or attempt to operate any vessel within the Marine Protected Area in contravention of—
- (a) the Merchant Shipping Act, 1951 (Act No. 57 of 1951); or
- (b) any rule, notice, directive or other prescript issued by the South African Maritime Safety Authority.”.

Amendment of regulation 1 in Government Notice R. 1108 in *Government Gazette* 31516 of 17 October 2008

5. Regulation 1 of the Stilbaai Marine Protected Area Regulations is hereby amended by the substitution for the definition of “personal watercraft” of the following definition:

“personal watercraft” means a vessel—

- (a) which is less than three meters in length;
- (b) which uses an inboard engine powering a water-jet pump as its primary source of propulsion; and
- (c) which is designed to be operated by a person or persons sitting, standing or kneeling on, rather than within, the confines of a hull.”

Amendment of regulation 6 in Government Notice R. 1108 in *Government Gazette* 31516 of 17 October 2008

6. Regulation 6 of the Stilbaai Marine Protected Area Regulations is hereby amended by the substitution of regulation 6 for the following regulation:

“9. SCUBA diving

- (1) No person may operate or attempt to operate a SCUBA diving business in the Marine Protected Area, without a permit.
- (2) Application for a permit referred to in sub-regulation (1) must be made to the Minister and may be issued subject to conditions.
- (3) Any vessel that has deployed divers in the Marine Protected Area must display an alpha flag.”

Amendment of regulation 8 in Government Notice R. 1108 in *Government Gazette* 31516 of 17 October 2008

7. Regulation 8 of the Stilbaai Marine Protected Area Regulations is hereby amended by the insertion, after subregulation (4), of the following subregulations:

“(5) No person may operate a vessel at a speed that exceeds 8 knots within 500 meters of the high-water mark, within the Marine Protected Area, except where it is necessary to do so for the vessel’s safety, or for launching or approaching a launch site.

(6) No person may operate or attempt to operate any vessel within the Marine Protected Area in contravention of—

(a) the Merchant Shipping Act, 1951 (Act No. 57 of 1951); or

(b) any rule, notice, directive or other prescript issued by the South African Maritime Safety Authority.”.

Amendment of regulation 1 in Government Notice R. 694 in *Government Gazette* 26430 of 4 June 2004

8. Regulation 1 of the Notice declaring the Pondoland Marine Protected Area is hereby amended by—

- (a) the substitution for the definition of “personal watercraft” of the following definition:

“**personal watercraft**” means a vessel—

(a) which is less than three meters in length;

(b) which uses an inboard engine powering a water-jet pump as its primary source of propulsion; and

(c) which is designed to be operated by a person or persons sitting, standing or kneeling on, rather than within, the confines of a hull.”; and

- (b) by the deletion of the following definition:

[“SCUBA diving business” means a commercial enterprise which involves transporting, guiding or providing SCUBA gear to SCUBA divers;].

Deletion of regulation 8 in Government Notice R. 694 in *Government Gazette* 26430 of 4 June 2004

9. Regulation 8 of the Notice declaring the Pondoland Marine Protected Area is hereby deleted.

Amendment of regulation 9 in Government Notice R. 694 in *Government Gazette* 26430 of 4 June 2004

10. Regulation 9 of the Notice declaring the Pondoland Marine Protected Area is hereby amended by the substituted of regulation 9 for the following regulation:

“9. SCUBA diving

- (1) No person may operate or attempt to operate a SCUBA diving business in the Marine Protected Area, without a permit.
- (2) Application for a permit referred to in sub-regulation (1) must be made to the Minister and may be issued subject to conditions.”.

Amendment of regulation 11 in Government Notice R. 694 in *Government Gazette* 26430 of 4 June 2004

11. Regulation 11 of the Notice declaring the Pondoland Marine Protected Area is hereby amended by the insertion, after subregulation (4), of the following subregulations:

- “ (5) No person may operate a vessel at a speed that exceeds 8 knots within 500 meters of the high-water mark, within the Marine Protected Area, except where it is necessary to do so for the vessel's safety, or for launching or approaching a launch site.
- (6) No person may operate or attempt to operate any vessel within the Marine Protected Area in contravention of—
- (a) the Merchant Shipping Act, 1951 (Act No. 57 of 1951); or
- (b) any rule, notice, directive or other prescript issued by the South African Maritime Safety Authority.”.

Amendments of regulation 1 in Government Notice R. 1074 in *Government Gazette* 39379 of 6 November 2015

12. Regulation 1 of the Dwesa-Cwebe Marine Protected Area Regulations is hereby amended by the substitution for the definition of “personal watercraft” of the following definition:

“**personal watercraft**” means a vessel—

(a) which is less than three meters in length;

(b) which uses an inboard engine powering a water-jet pump as its primary source of propulsion; and

(c) which is designed to be operated by a person or persons sitting, standing or kneeling on, rather than within, the confines of a hull.”.

Amendment of regulation 10 in Government Notice R. 1074 in *Government Gazette* 39379 of 6 November 2015

13. Regulation 10 of the Dwesa-Cwebe Marine Protected Area Regulations is hereby amended by the insertion, after subregulation (5), of the following subregulations:

“(6) No person may operate a vessel at a speed that exceeds 8 knots within 500 meters of the high-water mark, within the Marine Protected Area, except where it is necessary to do so for the vessel’s safety, or for launching or approaching a launch site.

(7) No person may operate or attempt to operate any vessel within the Marine Protected Area in contravention of—

(a) the Merchant Shipping Act, 1951 (Act No. 57 of 1951); and

(b) any rule, notice, directive or other prescript issued by the South African Maritime Safety Authority.”.

Amendment of regulation 4 in Government Notice R. 731 in *Government Gazette* 34596 of 16 September 2011

14. Regulation 4 of the Amathole Marine Protected Area Regulations is hereby amended by the substitution of regulation 4 for the following regulation:

“9. SCUBA diving

- (1) No person may operate or attempt to operate a SCUBA diving business in the Marine Protected Area, without a permit.
- (2) Application for a permit referred to in sub-regulation (1) must be made to the Minister and may be issued subject to conditions.
- (3) Any vessel that has deployed divers in the Marine Protected Area must display an alpha flag.”

Commencement

15. These regulations take effect on the date of its publication in the *Gazette*.

DEPARTMENT OF HEALTH

NO. 322

20 MARCH 2020

MEDICINES AND RELATED SUBSTANCES ACT, (ACT NO. 101 OF 1965)
**ANNUAL SINGLE EXIT PRICE ADJUSTMENT [SEPA] OF MEDICINES AND SCHEDULED
SUBSTANCES FOR THE YEAR 2020**

I, DR Z MKHIZE, the Minister of Health, has determined on recommendation of the Pricing Committee, in terms of Regulation 8(1) of the Regulations relating to a Transparent Pricing System for Medicines and Scheduled Substances published in terms of the Medicines and Related Substances Act, (Act 101 of 1965), that the Single Exit Price (SEP) of Medicines and Scheduled Substances may be adjusted to a maximum of **4.53%** of the SEP of medicines and their related pack sizes that was available as at 20th December 2019; regardless of how that SEP was arrived at for the 2019 cycle. Applications for adjustments of the SEP may only be submitted for the first time in 2020 from 10th January 2020 and by no later than 28th February 2020.

All medicines and their related pack sizes with SEP approved with an effective date later than 20th December 2019 are not eligible for SEPA 2020. An applicant may only submit once in the 2019 cycle unless a resubmission is made for eligible medicines that have not been previously approved for an adjustment in 2020 period in which an application was made. The final date for resubmissions will be 03rd April 2020.

An adjustment in the Single Exit Price in terms of this Notice may only be implemented by the manufacturer or importer of the relevant medicine or scheduled substance, no later than 32 working days after the date that the manufacturer or importer has communicated the information requested by the Director-General in terms of the Notice published in terms of Regulation 21 of the Regulations Relating to a Transparent Pricing System for Medicines and Scheduled substances.



DR Z MKHIZE, MP

MINISTER OF HEALTH

DATE: 10/12/2019

PREAMBLE

This document provides information and instructions on how to present the required information when communicating the 2020 SEP adjustment (SEPA) for medicines prices adjusted in terms of Section 22G of Medicines and Related Substances Act (101 of 1965) as amended, and Regulation 8 of the Regulations Relating to a Transparent Pricing System for Medicines and Scheduled Substances. The applicants are required to comply with all the requirements and instructions in this document, failure to do so will result in the submission being considered incomplete. Incomplete submissions shall be regarded as ineligible for processing on the basis of non-compliance with the requirements of these guidelines. These guidelines must be read together with the relevant sections of the Medicines Pricing regulations.

1. ACRONYMS

CFO – Chief Financial Officer
DoH – Department of Health
DoP – Database of Single Exit Prices
MCC – Medicines Control Council
MPR – Medicine Pricing Registry
NAPPI – National Pharmaceutical Product Interface
PEE – Pharmaceutical Economic Evaluations
PI – Package Insert
SAHPRA – South African Health Products Regulatory Authority
SEP – Single Exit Price
SEPA – Single Exit Price Adjustment
VAT – Value Added Tax
WHO ATC – World Health Organisation Anatomical Therapeutic Chemical

2. APPLICANT INFORMATION

2.1 APPLICANT REQUIREMENTS

- (a) All registered applicants for medicines sold in SA, who are eligible in terms of the notice as signed by the Minister of Health, may forward submissions for the Single Exit Price Adjustment (SEPA) for 2020 for all scheduled medicines appearing on the Database of Medicines Prices (DoP) published on 20 December 2019. These submissions should also include:

- i. Scheduled medicines for which no adjustment is required,
- ii. Scheduled medicines for which no adjustment is applicable and
- iii. Discontinued medicines
- iv. Medicines registered and allocated a Single Exit Price with an effective date which falls after the 20th of December 2019. These medicines must be added and listed at the bottom of tab 1 of the excel spreadsheet submitted as part of the 2020 SEPA submission.

i.e. the submitting applicant must submit all the medicines that form part of their portfolio even if some of the medicines do not appear on the Database of Prices (DoP) of 20th December 2019. For these additional items, the applicant must include all the supporting evidence which suggests that the medicines were previously processed and allocated a Single Exit Price by the department of Health.

NB: In cases where the medicine is not available on the 20 December 2019 database, the manufacturer must submit proof that the medicine was previously allocated a Single Exit Price. Applicants must note that medicines falling in the category of medicines described under 2.1 (a) (iv) are **not eligible for 2020 SEPA**.

- (b) The information contained in the published gazette with respect to the 2020 SEPA should be read carefully and the contents thereof must be complied with as required.

- (c) The dates and timelines contained in the published gazette with respect to the implementation period for 2020 SEPA must be read carefully and complied with as required.
- (d) Read carefully the information and instructions contained in this document before completing all the fields of both tabs (Tab 1 and Tab 2) of the latest 2020 excel SEPA template which is available on the website www.mpr.gov.za.
- (e) Provide the required information on the cover page (**Annexure A**).
- (f) Sign the declaration annexed to this document (**Annexure B**).

NB: No information appearing on the submission shall be changed post facto if the declaration form is found to be completed and signed by all the relevant officials responsible for lodging the 2020 SEPA submission.

- (g) Complete the checklist that is also annexed to this document (**Annexure C**).
- (h) Complete **all** sections of all tabs (Tab 1 and Tab 2) of the latest 2020 SEPA template in the fields provided (**Annexure D**).
- (i) Include a signed covering letter on a company letterhead, stating the purpose of your submission, with every submission or re-submission where applicable.
- (j) A complete submission should include a fully completed latest SEPA template for 2020, annexure A, B, C and D (A fully completed SEPA template) and a signed covering letter on the applicant's letterhead.
- (k) Ensure all the SEPA template fields are completed in full and the base Single Exit Prices, to be used as a reference for adjustment purposes are those which were applicable on 20 December 2019 and that they have an effective date of 20 December 2019 or earlier. The base SEP's for each submitted medicine must be verified as correct and that it is appropriate for the relevant medicine prior to lodging the submission.
- (l) Ensure that all fields have been completed as per DoP of 20 December 2019.

NB: All the applicants must verify the correctness of the information which appears under the SEPA template excel spreadsheet Tab 1 column titled (Originator or Generic). Should this information be declared incorrect after the 2020 SEPA implementation process, the applicant will be required to provide evidence to support their claims i.e. should the column details be changed at a later stage after 03 April 2020.

- (m) Wherever the date is required, it should be stated in full (e.g. 14 March 2001).
- (n) Applicants are required to submit **ONLY** the electronic version of the entire submission on an appropriately labelled compact disc (See section 2.4 (a)). The compact disc must include:
 - i. Signed cover letter on the official letter head of the applicant;
 - ii. Completed latest 2020 SEPA template;
 - iii. Completed annexure A;
 - iv. Completed annexure B;
 - v. Completed annexure C (A fully completed latest 2020 SEPA template) and
 - vi. Supporting documents where applicable
- (o) Applicants must ensure that all relevant documents such as the covering letter and the declaration Form in Annexure B are signed prior to lodging the submission.
- (p) The responsible officials sign the declaration Form (Annexure B) to verify and certify that the submission is complete and that the information contained in the submission is true, correct error-free, and every aspect of the 2020 SEPA gazette its guidelines is complied with in totality as prescribed.
- (q) The signed declaration Form (Annexure B) also confirms that the submission in its entirety has been checked by all the persons whose signatures are appended under Annexure B, in addition to the person responsible for compiling the submission.

2.2 SEPA SUBMISSION REQUIREMENTS

- (a) The submissions lodged in terms of these guidelines are solely for the purpose of 2020 SEPA. For other medicine details amendments, applicants must use Template G of the SEP updates as published on the website: www.mpr.gov.za
- (b) For a submission to be considered complete, **ALL** sections of the 2020 SEPA template, inclusive of all excel spreadsheet fields, must be fully completed. A fully completed template must have all tabs (Tab 1 and Tab 2) and all the fields of the relevant worksheets completed. Within each tab, all the required fields must be completed for every medicine in the applicant's schedule as published on DoP of 20 December 2019.
- (c) **ALL** scheduled medicines that make up the applicant's portfolio on the date of the submission, **MUST** be presented in the latest SEPA template
- (d) **ALL** the medicines (and their respective prices) that have an SEP update which was approved communicated and effected by the department in 2020, before the date of the applicant's 2020 SEPA submission, including those communicated to the applicant after the 20th December 2019, must be included in the 2020 SEPA submission. Both the letter

and excel schedule received from the directorate Pharmaceutical Economic Evaluations Directorate must be submitted for this category of items.

- (e) The information will serve as SEPA 2020 supporting documents and it will be used to verify the information that is included as part of the 2020 SEPA submission (on the 2020 SEPA excel templates i.e. Tab 1 and Tab 2) but which may not be appearing on the 20 December 2019 database. Failure to provide these supporting documents will render the 2020 SEPA submission incomplete. The requirement stated under d and e above also applies to all the re-submissions made by applicants.
- (f) Only the rightful applicant as recorded on the DoP of 20th December 2019 for the medicine as per the SAHPRA (formerly MCC) manufacturing license and MCC medicines registration certificate must lodge the submission for the medicine(s) concerned.
- (g) Only those applicants whose manufacturing licenses have not expired may submit 2020 SEPA submissions.
- (h) In cases where an applicant name change occurred after the 20th of December 2019 but before lodging the 2020 SEPA submission, only the applicant whose applicant name is reflected on the DoP of 20 December 2019 shall be considered for purposes of the 2020 SEPA submissions.

2.3 NOTES FOR APPLICANTS

- (a) The submission of 2020 SEPA is not obligatory. The eligible applicants are not compelled to compile and submit 2020 SEPA submissions.
- (b) The 2020 SEPA is only applicable on the medicines with a Single Exit Price that was already effective on the 20th of December 2019, regardless of how these Single Exit Prices were arrived at. This includes the SEP approvals granted after a Non-Permanent Price Reduction submission. These non-permanent SEPs shall be regarded as permanent reductions at the point of lodging the 2020 SEPA submission.
- (c) Therefore, if the SEP of a medicine that appears on the 20 December 2019 database was arrived at after the applicant submitted a Template B submission, then such an SEP shall automatically become a permanent SEP at the beginning on the first day of implementation of 2020 SEPA i.e. 10 January 2020.
- (d) Applicants must note that in terms of the Medicines Pricing Regulations, there shall only be one Single Exit Price at any given point in time.
- (e) Applicants are advised to compile their own list of reference medicine Single Exit Prices to enable the verification of prices during SEPA implementation. The schedule of 20

December 2019 may be found on www.mpr.gov.za under "Published Documents", click database of medicine prices. Click on the excel spreadsheet titled *database of medicine prices 20 December 2019*.

- (f) There can only be one SEP submission launched at any given point in time. The applicant cannot request for an update on the SEP or lodge a Regulation 9 application, whilst the submission for SEPA is still in process. Similarly, the applicant cannot submit a SEPA or Regulation 9 application whilst the submission for an SEP update is still in process. In an event where the applicant has made a SEPA submission and any other SEP submissions and/or a Regulation 9 application the SEPA will not be considered. Should the applicant wish to re-submit, a new submission may be made once the other outstanding SEP submissions and/or Regulation 9 applications have been concluded.
- (g) Each submission should include all the applicant's scheduled medicines, including discontinued medicines. Discontinued medicines should be indicated as such, as per the DoP under the status column. SEPA will not be allowed on officially declared discontinued medicines. **The row order of all the applicant's medicines, as they appear on the DoP of 20 December 2019 must be maintained.** Any medicines not appearing on the 20 December 2019 list should appear at the bottom of the 2020 SEPA template in an alphabetical order.
- (h) All medicines with related pack sizes that are presented on the template for 2020 SEPA must be unit priced. When computing the unit prices, the resulting SEPs should not exceed the maximum allowable SEP after the adjustment on the SEP that existed on 20 December 2019 (i.e. SEP applicable as of 20 December 2019 + maximum allowable SEPA % as per the notice).
- (i) All medicines including those with multiple pack sizes are required by law to be unit priced i.e. all same ingredient and dosage form medicines with related pack sizes must have the same unit price. Non-compliance with unit pricing will result in the entire submission not being considered.
- (j) Where a new pack size is introduced after 20 December 2019, it is expected that this will result in a unit price that is no greater than the unit price that existed on pack sizes on 20 December 2019. (Note that the newly launched medicines and/or pack sizes should be included in the portfolio of medicines in the submission for SEPA and should also be unit priced with their related pack sizes).
- (k) All submissions for SEPA will be processed within 32 working days (excluding weekends and holidays) upon receipt of the submission by the PEE Directorate of the Department.

- (l) The outcome of each processed submission will be communicated to the applicant within 32 working days of the date of your submission. Applicants are required to take note of this 2020 SEPA implementation time frame prior to following up on a submission status.
- (m) All processes and approved SEPs will be communicated to submitting applicants, price file managers and all the stakeholders that are registered on the department of Health emailing list. The approved prices will be published on the website (www.mpr.gov.za) at a later stage.
- (n) All correspondence(s) concerning a submission will only be communicated to the applicant of the medicines applied for.
- (o) The electronic version of the submitted 2020 SEPA template (Annexure D) must be in excel (not pdf format) and should be saved with a file name extension ".xls". Submissions containing password-protected documents and files in a version that is not accessible when using NDoH systems; such as those with the file extensions .xlsx, .docx and PDF, will not be considered.
- (p) 2020 SEPA can only be submitted on the published latest SEPA template for 2020 including both Tab 1 and Tab 2. **ANY** modification to the template will result in the entire submission not being considered. This also applies to re-submissions.
- (q) The final date for all 2020 SEPA submissions will be those as determined in the Minister's 2020 SEPA notice. No submission shall be reviewed outside of the dates that are stipulated in the 2020 SEPA notice.
- (r) An applicant may only submit once in the 2020 SEPA cycle. This does not apply to resubmissions (see point (s) below)
 - (i) Where no adjustment is requested, the existing SEP will be applicable for the 2020 SEPA cycle. The SEPA cycle is the period between two consecutive SEPA announcements by the Minister of Health. The applicant may not at a later stage re-submit a different SEPA request for the same medicine. The SEPA submission and the approval thereof for the 2020 cycle implies that previously approved non-permanent reductions automatically become permanent approvals at the end of the 2020 SEPA implementation cycle.
 - (ii) An applicant's portfolio may not be divided into multiple submissions.
 - (iii) The maximum allowable adjustment may not be divided into multiple submissions. Should an applicant request less than the maximum published adjustment, the balance will be forfeited for the 2020 cycle.
- (s) Resubmissions;

- i. Resubmissions shall only be considered if submitted within the timelines stipulated in the 2020 SEPA notice.
- ii. Will **only** be reviewed for medicines that had SEPs that were previously not adjusted in terms of the 2020 SEPA quantum, as a result of discrepancies identified in the first 2020 SEPA submission.
- iii. All the requirements for the SEP submissions as stated in this document shall be applicable to re-submissions.
- iv. A resubmission of the not-approved medicines may not be split into multiple re-submissions.
- v. **MUST** contain ALL the medicines listed under the Not-Approved sheet of Annexure E which is communicated to the applicant in response to the initial submission.
- vi. Resubmissions must contain only medicines listed in the Not-Approved sheet of Annexure E communicated to the applicant in response to the initial submission.
- vii. Re-submissions must only be submitted on the official and latest 2020 SEPA template.
- viii. Must only be on the 2020 SEPA template, by the close off date as specified by the Minister of Health and reflected in the 2020 SEPA notice.

2.4 LODGING OF SUBMISSIONS

- (a) Submissions must be lodged electronically on a compact disc. The compact disk and the disc cover must be clearly labelled to reflect the following information:
 - (i) Applicant Name
 - (ii) 2020 SEPA Submission
 - (iv) Number of Medicines in TAB 1 of the submission template (e.g. Tab 1 = 50 medicines /75 line items
 - (v) Number of Medicines in TAB 2 of the submission template (e.g. Tab 2 = 10 medicines /15 line items
- (b) The labelled compact disc must be submitted in a hard compact disc cover to protect the disc from breaking, scratching or wearing off of the labelled information
- (c) Each submission **MUST** be lodged on the latest 2020 SEPA template and must be accompanied by annexure A, B, C and D included in this document as well as the applicant's covering letter on the official letterhead of the applicant. All these documents must be saved on a compact disc.

- (d) Where an applicant is uncertain on a submission being made, clarity must be sought from PEE directorate prior to lodging the submission and by no later than the closing dates for the lodging of submissions. Queries relating to approved submissions that may contain information that was not corrected timeously will not be tolerated.
- (e) No e-mail submissions will be accepted.
- (f) The compact disc containing documents as mentioned under 2.1 (n) (i) –(vi) **MUST** be addressed to:

2020 SEP Adjustment

The Director: Pharmaceutical Economic Evaluations (PEE)

ATT: Ms Ntobeko Mpanza

The National Department of Health

Room S0419 Civitas Building

Corner of Thabo Sehume Street and Struben Street

0001

And hand-delivered between 09:00 and 12:00 Monday to Friday excluding public holidays. For any enquiries regarding 2020 SEPA implementation, you may contact Ms Mahlogonolo Ledwaba between 13:00 and 15:00 at (012) 395 8186 or by e-mail at mahlogonolo.ledwaba@health.gov.za from Monday to Friday excluding public holidays.

All queries must include the acknowledgement of receipt provided when the submission was made as well as any/all responses and correspondence that may have been communicated by the NDoH to the applicant.

Note that the Department of Health will not be held responsible for submissions that were not received and signed for by the designated official of the PEE Directorate. A reference number reflected on the acknowledgement notice should be quoted in every communication made to NDoH by the applicant.

2.5 DOCUMENTS TO BE SUBMITTED

Applicants are required to submit **all** the following documents to ensure completeness of the submissions:

- (a) Signed cover letter on the official letter head of the applicant;
- (b) Completed latest 2020 SEPA template with both Tab1 and Tab 2
- (c) Completed annexure A
- (d) Completed annexure B
- (e) Completed annexure C and
- (f) Compact disc containing all of the above in the prescribed format

2.6 ACKNOWLEDGMENT OF RECEIPT

- 2.1.1 Upon receipt of a submission, an acknowledgement notice will be provided to the representative of the applicant by the PEE Directorate official. All applicants should retain their acknowledgement notice, for reference purposes.

3. HOW TO COMPLETE TEMPLATE COLUMNS

The details must be copied from the 20 December 2019 DoP for all the medicines for the applicant. All details and formatting must remain as it appears on DoP of 20 December 2019.

Failure to comply with the prescribed requirements under this section 3 below will result in the entire submission not being considered.

3.1 SEPA 2020 TEMPLATE TAB 1

- 3.1.1 For the information required under the following listed columns labels (headings) in the Template, applicants are required to copy such information from the DoP published on 20 December 2019 for all medicines that sought SEPA for 2020. All the information and the formats must remain as it appears on the DoP of 20 December 2019.

- APPLICANT MCC/SAHPRA LICENCE NUMBER
- APPLICANT NAME AS REGISTERED WITH MCC
- MCC MEDICINE REGISTRATION NUMBER
- NAPPI CODE (9-digit)
- ATC 4 CODE (WHO)

- SCHEDULE
- MEDICINE PROPRIETARY NAME
- ACTIVE INGREDIENT
- STRENGTH
- UNIT
- DOSAGE FORM
- PACK SIZE
- QUANTITY
- MANUFACTURER PRICE AS AT 20 DECEMBER 2019
- LOGISTICS FEES AS AT 20 DECEMBER 2019
- VAT
- SEP AS AT 20 DECEMBER 2019
- UNIT PRICE AS AT 20 DECEMBER 2019
- EFFECTIVE DATE
- STATUS
- ORIGINATOR OR GENERIC

3.1.2 VOLUME OF SALES

This must be the total quantity of sales of each medicine for the period 01 January 2019 to 31 December 2019. Where the medicine is not being sold this should be indicated in the column. A blank will result in submission not being considered.

3.1.3 REQUESTED MANUFACTURER PRICE

This is the requested VAT exclusive manufacturer price of the medicine in South African Rands. This is a numerical field displayed at 2 decimal places, with no currency symbols. This column should be indented to the right.

3.1.4 REQUESTED LOGISTICS FEE

This is the requested VAT exclusive logistics fee for the medicine in South African Rands. This is a numerical field displayed at 2 decimal places, with no currency symbols. This column should be indented to the right.

3.1.5 VAT ON REQUESTED COMPONENTS

This column is the VAT component of the SEP, calculated at 15% to the sum of the requested manufacturer price and the requested logistics fee. This is a numerical field displayed at 2 decimal places with no currency symbols. This column should be indented to the right.

3.1.6 REQUESTED SEP

This is the requested Single Exit Price for the medicine in South African Rands. It is the sum of the requested ex-manufacturer price, the requested logistics fee and VAT. This is a numerical field displayed at 2 decimal places with no currency symbols. This column should be indented to the right.

3.1.7 REQUESTED UNIT PRICE

This is the resulting unit SEP of the medicine, considering its pack size and quantity of presentation as per the SAHPRA (formerly MCC) approved package insert (PI). The unit price should be obtained by; dividing the requested SEP by the pack size and then further divided by the quantity.

- (a) This is the price of a unit of the medicine, e.g. one tablet, capsule, millilitre, gram, etc. The unit price as described in the Regulations Relating to a Transparent Pricing System for Medicines and Scheduled substances (section 22G of the Medicines and Related Substances Act) is the SEP divided by the number of units of the product. Note that unit pricing applies to all medicines with the same proprietary name, strength and dosage form.
- (b) For injections the unit price shall be calculated per ml of reconstituted volume, even where the total volume of the medicine administered to a single patient is less than 1 ml.
- (c) For inhalers, where the pack size is described in the SAHPRA (formerly MCC) approved PI as doses or puffs the unit price will be for 1 dose or puff.
- (d) The unit price is the SEP divided by the pack size and then further divided by the quantity [the "quantity" represents the multiples in which the medicine is packed/the number of pack sizes e.g. for injections, the "quantity" for 50 vials containing 500mg powder for injection packed in 20ml vial to be reconstituted with 10ml of diluents is 50].

This is a numerical field displayed at decimal places with no currency symbols. This column should be indented to the right.

3.2 SEPA 2020 TAB 2

Any blanks on Tab 2 will result in the submission not being considered. Where the medicine is a generic the applicant must comment. Where there is no price available the applicant must indicate this as well as measures taken to obtain the price. Proof of this communication must be supplied.

3.2.1 For the following columns:

- APPLICANT MCC/SAHPRA LICENCE NUMBER
- APPLICANT NAME AS REGISTERED WITH MCC
- MCC MEDICINE REGISTRATION NUMBER
- NAPPI CODE (9-digit)
- ATC 4 CODE (WHO)
- SCHEDULE
- MEDICINE PROPRIETARY NAME
- ACTIVE INGREDIENT
- STRENGTH
- UNIT
- DOSAGE FORM
- PACK SIZE
- QUANTITY
- MANUFACTURER PRICE AS AT 20 DECEMBER 2019
- LOGISTICS FEES AS AT 20 DECEMBER 2019
- VAT
- SEP AS AT 20 DECEMBER 2019
- UNIT PRICE AS AT 20 DECEMBER 2019
- EFFECTIVE DATE
- STATUS
- ORIGINATOR OR GENERIC

The details must be copied from the 20 December 2019 DoP for all the medicines for the applicant. All details and formatting must remain as it appears on DoP of 20 December 2019.

- 3.2.2 For all medicines that are labelled originator, the following columns must be completed; Closest Australian Pack Size, Related Australia Quantity, Australian Manufacturer Price in AUDollars, AUDollar Exchange Rates, Australian Price in Rands, Australian matching pack size in Rands, Comment on Australian Price Provided, Closest Canada Pack Size, Related Canada Quantity, Canada Manufacturer Price in CANDollars, CANDollar Exchange Rates, CAN Price in Rands, Canadian matching pack size in Rands, Comment on Canadian Price Provided, Closest New-Zealand Pack Size, Related NZ Quantity, New-Zealand Manufacturer Price in NZDollars, NZDollar Exchange Rates, New-Zealand Price in Rands, New Zealand matching pack size in Rands, Comment on New Zealand Price Provided, Closest Spain Pack Size, Related Spain Quantity, Spain Manufacturer Price in EURO, EURO Exchange Rates, Spain Price in Rands, Spanish matching pack size in Rands, Comment on Spanish Price Provided, Closest Alternate Country Pack Size, Related Alternate Country Quantity, Manufacturer Price alternate currency , Alternate Currency Exchange Rates, Alternate Country Price in Rand, Alternate Country matching pack size in Rands, Comment on Alternate Country Price Provided. Where a medicine does not have a comparator product from Australia, Canada, New Zealand & Spain **all** other countries where the medicine is being sold must be listed and provided as alternate countries.
- 3.2.3 Where the exact pack size does not exist in the international market, the closest pack size will be used e.g. if there is 30 pack size in South Africa and only 28's and 100's in Spain the 28 pack size will be used as the closest pack to 30's. The related quantity refers to the quantity in which the pack size of the medicine is being sold in that country and allows for a like comparison of the South African medicine.
- 3.2.4 The exchange rate will be the average over the 12month period (i.e. 01 September 2018 to 31 October 2019). These values will be published in the template for consistency. The following are the for the conversion to Rands:
- AUS\$ 11.81595603
 CAN\$ 12.68844762
 NZD\$ 11.13923216
 EUR€ 18.98199639

NOTE: The template with Tab 1 and 2 must always be maintained in the font and format as it appears on DoP. Applicants should only make use of space, dashes or any other characters if these are represented as such in official documentation.

4. ANNEXURES**4.1 ANNEXURE A: COVER PAGE**

| | |
|--|--|
| TO BE COMPLETED BY THE APPLICANT | |
| APPLICANT NAME <i>As it appears on the MCC/SAHPRA license</i> | |
| CONTACT PERSON Name: E-mail: Fax No: <i>(Person responsible for this submission)</i> | |
| NUMBER OF MEDICINES IN THE SUBMISSION <i>(Also include medicines for which SEP adjustment is not requested, rows which contain multiple active ingredients should not be counted.)</i> | |
| NUMBER OF ROWS BEING SUBMITTED <i>(Rows which contain only active ingredients should also be counted.)</i> | |

| | |
|--|--|
| FOR OFFICE USE ONLY (as per acknowledgement notice) | |
| Date received: (dd/month/yyyy) | |
| Received by (Name and Surname): | |
| Signature: | |

4.2 ANNEXURE B: DECLARATION

SEPA DECLARATION

I (full name and surname) in my capacity as.....and having the authority to sign and enter into legally binding agreements on behalf of.....
(Name of applicant) hereby certify that:

1. I have read and understood the information and instructions contained in the 2020 SEPA information and instruction document.
2. I have followed the instructions contained in the 2020 information and instruction document in completing the SEPA template.
3. I have correctly calculated unit pricing for all medicines in the applicant's portfolio.
4. I have requested only the SEPA and not any other medicine details amendments for the scheduled medicines in the applicant's portfolio.
5. I have enclosed a signed covering letter on the company letterhead, stating the purpose of this submission.
6. The information supplied in this submission is true and correct. (NB: please provide proof of authorization to sign on behalf of the company)

SIGNATURE (DEPONENT)

1.(CFO name and signature)
2.(Responsible Pharmacist name and signature)

The Deponent has acknowledged that he/she knows and understands the contents of this affidavit, which was signed and sworn to before me aton this the.....day of..... 2020 and that the regulations contained in Government Gazette Notice No. R 1258 of 21 July 1972 (as amended) has been complied with.

COMMISSIONER OF OATHS

4.3 ANNEXURE C: CHECKLIST**SEPA CHECKLIST**

Tick the appropriate box (✓)

| HAVE YOU: | YES | NO |
|---|------------|-----------|
| a) Read and understood the entire instruction document for 2020 SEPA? | | |
| b) Read, understood, and followed all the instructions in Section 2 and Section 3? | | |
| c) Provided a signed covering letter on a company letterhead stating the purpose of the submission? | | |
| d) Correctly completed the SEPA 2020 template? | | |
| e) Completed the required fields of the covering page (Annexure A)? | | |
| f) Signed the declaration as required, indicating that the information supplied with this application is true and correct (Annexure B)? | | |
| g) Answered yes to all questions in this checklist (Annexure C)? | | |
| h) There are no blanks on Tab 1 and Tab 2 | | |

NOTE: If any of the answer(s) to the question(s) above is **NO**, the submission will not be considered.

4.4 ANNEXURE D: SEPA 2020 TEMPLATE

See Excel Template attached

2020 SINGLE EXIT PRICE ADJUSTMENT TEMPLATE

| SEP ON 20 DECEMBER 2019 | | | | | | | | | | | | | | | | | | REQUESTED 2020 SEP ADJUSTMENT | | | | | | THIS COLUMN IS FOR OFFICE USE ONLY |
|--|--|-----------------------------------|----------|---------------------------------|-----------------------|---------------|--------------------------|----------|-----------------------|------------------|-----|-----|------------------------------|--------|--------------------------|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------|--|---|
| Applicant Name as MCC/SAHPRA Licensee | MCC/SAHPRA A Medicine Registration | Nappi ATC 4 Code Code (WHO) | Schedule | Medicine Proprietary Name | Active Ingredients | Strength Unit | Dosage Pack Form Size | Quantity | Manufacturer Price | Logistics Fee | VAT | SEP | Unit Effective Price Date | Status | Originator or Generic | Volume of Sales (01 Jan 2019 to 31 Dec 2019) | Requested Manufacturer Price | Requested Logistics Fee | VAT on Request | Requested SEP | Requested Unit Price | Effective Date | | |
| | | | | | | | | | | | | | | | | | numerical field 2 decimal places | numerical field 2 decimal places | numerical field 2 decimal places | numerical field 2 decimal places | numerical field 2 decimal places | | | |
| | | | | | | | | | | | | | | | | | no currency symbols | no currency symbols | no currency symbols | no currency symbols | no currency symbols | | | |
| | | | | | | | | | | | | | | | | | right indent | right indent | right indent | right indent | right indent | | | |

[illegible]

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

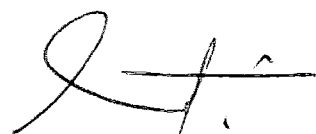
NO. 323

20 MARCH 2020

HIGHER EDUCATION ACT, 1997 (ACT NO. 101 OF 1997)

NOTICE IN TERMS OF REGULATION 18(1) OF THE REGULATIONS FOR THE REGISTRATION OF PRIVATE HIGHER EDUCATION INSTITUTIONS, 2016 READ WITH SECTIONS 62(1) AND 63(a) AND (b) OF THE HIGHER EDUCATION ACT, 1997: NOTICE OF INTENTION TO CANCEL THE REGISTRATION OF ED-U CITY (PTY) LTD AS A PRIVATE HIGHER EDUCATION INSTITUTION

I, Mr Gwebinkundla Felix Qonde, Director-General of Higher Education and Training and the Registrar of Private Higher Education Institutions, in terms of Regulation 18 (1) of the Regulations for the Registration of Private Higher Education Institutions, 2016 read with sections 62(1) and 63(a) and (b) of the Higher Education Act, 1997 (Act No. 101 of 1997), hereby give notice of the intention to cancel the registration of ED-U City (Pty) Ltd as a private higher education institution, since it has ceased to provide higher education as contemplated in the Act read with the Regulations.

**Mr GF Qonde****Director-General: Higher Education and Training****Date:** 24/02/2020

DEPARTMENT OF LABOUR

NO. 324

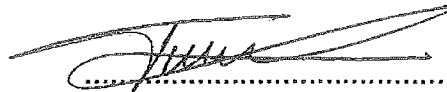
20 MARCH 2020

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

FURNITURE BARGAINING COUNCIL: THE MAIN COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government notices Nos. R.903 of 14 November 2014; R.37 of 22 January 2016; R.368 of 27 June 2016; R.946 of 26 August 2016; R.19 of 20 January 2017; R.1465 of 22 December 2017; R.200 of 09 March 2018 and R.672 of 17 May 2019 with effect from the second Monday after the date of publication of this notice.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 05/03/2020

UMNYANGO WEZEMISEBENZI NABASEBENZI

R.

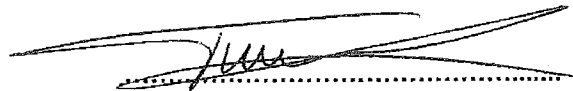
USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKUHOXISWA KWESIVUMELWANO SIKAHULUMENI

FURNITURE BARGAINING COUNCIL: ISIVUMELWANO ESIYINGQIKITHI

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano Kwezabasebenzi ka-1995 ngihoxisa iZaziso ezingunombolo R.903 somhlaka 14 kuLwezi 2014; R.37 somhlaka 22 kuMasingana 2016; R.368 somhlaka 27 kuNhlangulana 2016; R.946 somhlaka 26 kuNcwaba 2016; R.19 somhlaka 20 kuMasingana 2017; R.1465 somhlaka 22 kuZibandlela 2017; R.200 somhlaka 9 kuNdasa 2018 kanye nesikanombolo R.672 somhlaka 17 kuNhlabathi 2019 kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso

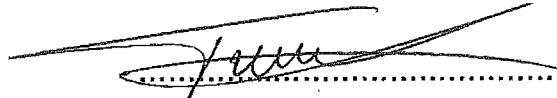


NUMZANA TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NABASEBENZI
USUKU: 05/03/2020

LABOUR RELATIONS ACT, 1995**FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE
MAIN 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 **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 April 2020.



MR TW NXESI, MP

MINISTER OF EMPLOYMENT & LABOUR

DATE: 05/03/2020

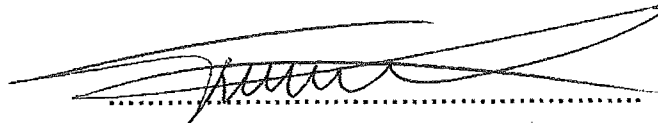
UMNYANGO WEZEMISEBENZI NABASEBENZI

R.

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**FURNITURE BARGAINING COUNCIL: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi**FURNITURE BARGAINING COUNCIL** ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuMbaso 2020.

**NUMZANA TW NXESI, MP****UNGQONGQOSHE WEZEMISEBENZI NABASEBENZI**

USUKU: 05/03/2020

SCHEDULE**FURNITURE BARGAINING COUNCIL****MAIN COLLECTIVE AGREEMENT**

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

Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region

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

and the

National Union of Furniture and Allied Workers of South Africa

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.

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11. DISPUTE RESOLUTION LEVY.....

ADDENDUM 2

**PRESCRIBED ACROSS THE BOARD INCREASES OF ACTUAL HOURLY RATES OF PAY,
MINIMUM HOURLY RATES OF PAY AND SUBSISTENCE ALLOWANCE** *(for all areas
excluding the Free State Province)*

1. Prescribed across the board increases of actual hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour– subject to Addendum 4 *(for all areas excluding the Free State Province)*
2. Prescribed minimum hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour *for all areas excluding the Free State Province)*.....
3. Subsistence allowance *(for all areas excluding the Free State Province)*.....

ADDENDUM 3

**PRESCRIBED ACROSS THE BOARD INCREASES OF ACTUAL HOURLY RATES OF PAY,
MINIMUM HOURLY RATES OF PAY AND SUBSISTENCE ALLOWANCE** *(for the Free State
Province ONLY)*

1. Prescribed across the board increases of actual hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour– subject to Addendum 4 *(for the Free State Province ONLY)*.....
2. Prescribed minimum hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour *(for the Free State Province ONLY)*

3. Subsistence allowance (*for the Free State Province ONLY*).....

ANNEXURE A AGREEMENT ON PICKETING

CHAPTER 1

1. SCOPE OF APPLICATION

- 1.1 The terms of this Agreement shall be observed by employers and employees in the Furniture, Bedding and Upholstery Manufacturing Industry as defined hereunder in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.

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

1. Furniture

Repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, wood bending and laminating. Furniture manufacturing will also include the manufacturing, installation, repairing, polishing, re-polishing, staining, spraying of pianos, organs, movable room/office partitions, kitchen cupboards, kitchen cupboard tops, kitchen cupboard components (irrespective of materials used), attached wall cupboards, built-in cupboards, built-in cupboard components, free standing bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, bathroom cupboards, any other cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, other educational institutions, conference centres, theatres, shop fitting, office fitting and bank fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases,

counters, including point of sales counters, screens, interior fittings and fixtures and any form of shelving, irrespective of the materials used.

2. **Bedding**

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

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

3. **Upholstery**

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

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

- 1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees; and
- 1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall be binding on party and non-party employers and employees on the 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 April 2020.

3. INDUSTRIAL ACTION

No person bound by the provisions of this Collective Agreement shall engage in or participate in a strike or lockout or any conduct in furtherance of a strike or lockout in respect of any matter regulated by this Agreement.

4. DEFINITIONS

Any expression used under this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include the feminine gender and vice versa; further, unless inconsistent with the context-

“Act” means the Labour Relations Act, 1995 (Act 66 of 1995)(as amended);

“adoption order” means an adoption order as envisaged in the Children's Act, 2005 (Act No. 38 of 2005);

“adoptive parent” has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No. 38 of 2005);

“assistant despatch clerk” means an employee who assists the despatch clerk, and who is under his direct supervision;

“assistant storeman” means an employee who assists the storeman, and who is under his direct supervision;

“auditor” means an auditor registered under the Public Accountant's and Auditor's Act, 1991 (Act 80 of 1991);

“caretaker” means an employee who is resident on the factory premises and who is responsible for any one or more of the following duties:

- (a) care of contents on the premises;
- (b) care and cleaning of the premises;
- (c) supervision of cleaning staff;

“casual driver of motor vehicle” means an employee who is employed as a driver of a motor vehicle by the same employer for not more than 3 days in any one month, to be remunerated daily for 9 hours at no less than the applicable minimum hourly rate for drivers, plus full leave pay monies and maximum holiday bonus monies;

“casual employee” means an employee who is employed by the same employer for not more than 3 days in any one month, to be remunerated at the applicable hourly rate for the occupation skills level of work performed plus full leave pay monies and maximum holiday bonus monies;

“chargehand” means an employee who customarily and regularly directs, subject to the instructions of management, the work of general workers while he may also be engaged in the production of furniture and/or upholstery and/or bedding in the capacity of a general worker;

“Collective Agreement” means any current agreement for the Furniture, Bedding and Upholstery Manufacturing Industry in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

“commissioning parent” has the meaning assigned to it in section 1 of the Children’s Act, 2005 (Act No. 38 of 2005);

“compulsory retirement age” for an employee in the Industry is the age of 65 years;

“contributions” means the amount of money payable to the funds of the Council as determined from time to time;

“Council” means the Furniture Bargaining Council registered in terms of the Act;

“dependant”, in relation to a member and for the purposes of the-

(a) *Provident Fund* means-

persons accepted by the Fund as being dependants in accordance with the rules of the Fund; and the

(b) *Sick Benefit Society* means-

persons accepted by the Society as being dependants in accordance with the rules of the Society; and the

(c) *Death and Disability Scheme* means-

persons accepted by the Scheme as being dependants/beneficiaries in accordance with the rules of the Scheme;

“despatch clerk” means an employee who is wholly or mainly engaged in the despatch or the packing or receiving of goods for transport or delivery and who may attend to or supervise the checking, mass-measuring, packing, marking, addressing or despatching thereof;

“driver” means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression “driving a motor vehicle” includes all periods of driving, any time spent by a driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

“driver’s logbook” means a book provided by his employer (if required) to be completed in duplicate;

“emergency services” means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in the Industry;

“employee” means the same as defined in the Basic Conditions of Employment Act 1997 (Act 75 of 1997)(as amended);

“establishment” means any premises where furniture, bedding and upholstery manufacturing takes place;

“experience” means the total length of all periods of employment which an employee (in the occupation in which he is engaged) has had in any industry;

“foreman” and/or “supervisor” means an employee who is employed in a supervisory capacity and who, in the execution of his duties, which shall be related to the Furniture, Bedding and Upholstery Manufacturing Industry-

- (a) manages the manufacturing activities of a whole establishment or a department or subdivision thereof as his primary duty; and/or
- (b) customarily and regularly directs the work of other employees; and/or
- (c) has the authority to engage or dismiss employees, or make suggestions as to the same, or as to promotions or demotions of employees; and/or
- (d) customarily and/or regularly exercises discretionary powers; and
- (e) is paid a wage of not less than that prescribed for the highest-paid employee in this Agreement whether this be weekly or monthly; and
- (f) is paid in full, whether or not he completes the number of hours of work specified in this Agreement, subject thereto that a foreman/supervisor shall not be entitled to payment for hours of work lost owing to short time being worked, stay-aways and absence from his workplace without prior permission,

but excludes employees who are engaged in costing, designing, buying, planning, organising, directing and/or controlling the duties of foreman and/or supervisor: Provided that in the absence of foremen and/or supervisors, the aforesaid excluded employees shall be deemed to be the foremen or supervisors;

"Holiday Bonus" means a work attendance bonus payable by the establishment for its employees, which is determined by the level of work attendance of the individual employee;

"Holiday Bonus Fund" means the Fund established by the Council for the purposes of receiving holiday bonus monies from establishments for their employees, for holding these holiday bonus monies in reserve and to pay these holiday bonus monies to the employees when due;

"large size employer" means an employer who employs in excess of 20 employees;

"leave pay" means that portion of the employee's remuneration payable by the establishment for the employee for the purpose of remunerating the employee for any period which the employee is on annual leave as prescribed by the prevailing Collective Agreement;

"Leave Pay Fund" means the Fund established by the Council for the purposes of receiving leave pay monies from establishments for their employees, for holding these monies in reserve and to pay these leave pay monies to the employees when due;

"medium size employer" means an employer who employs between 11 and 20 employees;

"micro size employer" means an employer who employs less than 4 employees;

"new establishment" means a business in the scope of this Agreement, which has not conducted manufacturing activities for a period of more than 6 months;

"ordinary hours of work" means the maximum number of hours which an establishment ordinarily works per week and normal hours of work has the same meaning;

"pay week" means the period of 7 days which is considered when determining the weekly wage of an employee, based on an hourly rate of pay;

“prospective adoptive parent” means a person who complies with the requirements set out in section 231(2) of the Children’s Act, 2005 (Act No. 38 of 2005);

“senior shop steward” means a chairperson or a convenor of shop stewards at an establishment;

“small size employer” means an employer who employs between 4 and 10 employees;

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

“surrogate motherhood agreement” has the meaning assigned to it in section 1 of the Children’s Act, 2005 (Act No. 38 of 2005);

“temporary employment service or labour broker” means a service provided by any person who, for reward, procures for or provides to a client other persons who -

- (a) render services to, or perform work for, the client; and
- (b) who are remunerated by the temporary employment service, or labour broker and in which such persons are employees of the temporary employment service or a labour broker and the temporary employment service or a labour broker is such persons’ employer;

“trade union representative or shop steward” means a person who is a registered member of any of the trade unions which are parties to this Agreement and who has been elected as such by the employees at any particular establishment;

“wage” means the remuneration payable in money to an employee as prescribed in this Agreement, or where an employer regularly pays to an employee an amount higher than the prescribed amount such higher amount;

“weekly paid employee” means an employee who is remunerated weekly;

“working employer” means any person, including a partner in a partnership or a director in a company or a member of a close corporation, who performs any of the classes of work of which wages are prescribed in this Agreement.

5. PROHIBITION OF TWO-TIER BARGAINING AND THRESHOLD - TRADE UNION ORGANISATIONAL RIGHTS

5.1 Prohibition of two-tier bargaining

5.1.1 The Bargaining Council shall be the exclusive forum for the negotiation and conclusion of all agreements on substantive issues between employers’ organisations and their members, on the one hand, and employees or trade unions and their members on the other hand.

5.1.2 Non-substantive conditions of employment over and above existing ones in the prevailing Main Collective Agreement, e.g. bonuses or incentive schemes

that are directly related to profit or productivity, or both, may be negotiated by employee representatives or representative trade unions at establishment level and/or plant level.

In the event of a deadlock in negotiations between the parties in this category of issues, the provisions of the Council's prevailing Main Collective Agreement may be invoked.

- 5.1.3 No trade union, employee, employers' organisation or employer may call a strike, lock-out or attempt in any way to seek, to induce or to compel negotiations on the issues referred to in clause 5.1.1 at any level other than at the Bargaining Council level.
- 5.1.4 Any establishment or plant level agreement between an employer who is a member of a party employers' organisation and a party trade union which contains provisions that are inconsistent with this Agreement-
 - 5.1.4.1 must be regarded by the parties to the establishment or plant level agreement as having been amended to create consistency with this clause; and
 - 5.1.4.2 any provisions of the establishment or plant level agreement will not be binding to the extent that those provisions are inconsistent with this clause.

5.2 **Threshold – Trade Union Organisational Rights**

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

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

6. REGISTRATION OF EMPLOYERS AND EMPLOYEES

6.1 Employers

6.1.1 Every employer shall within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every employer entering the Industry after that date shall within one month of commencement of operations by him, forward to the General Secretary of the Council a completed registration form in the form specified by the Council from time to time and a registration fee as prescribed in Addendum 1 of this Agreement.

Note: This registration form is obtainable from the Council.

6.1.2 Whenever there is any change in the details submitted in terms of clause 6.1, the employer shall resubmit a completed registration form, as specified, to the Council within 14 days of such change.

6.1.3 An employer who intends to cease being an employer shall notify the Council, in writing, at least 14 days prior to the date on which he intends such cessation.

6.1.4 Any employer in the Industry shall, when required to do so by the Council, within seven days of that request, lodge with the Council a cash amount or guarantee acceptable to the Council, to cover the payment in respect of his employees as follows:

6.1.4.1 One week's wages;

6.1.4.2 13 weeks' levies, contributions and/or monies in respect of-

6.1.4.2.1 Leave pay monies;

6.1.4.2.2 Holiday bonus monies;

6.1.4.2.3 Council Levies;

6.1.4.2.4 Provident Fund contributions and additional Provident Fund contributions;

Provided that the minimum guarantee shall be for an amount of R500.

6.1.5 Where the cash amount or guarantee lodged by an employer is insufficient to cover the payment of wages, levies and contributions referred to above, the employer shall, on demand by the Council, increase the cash amount or guarantee to an amount sufficient to cover such payment. An employer shall be permitted to reduce the amount of his cash amount or guarantee. When a reduction of any cash amount or guarantee is granted it shall be implemented at intervals of no less than six months.

6.1.6 The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council to pay any amount which may be due to the Council by such employer in respect of levies and contributions or to pay any

wages which may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved. The total claim in respect of any one or more employees shall not exceed the total of the cash amount or guarantee lodged with the Council. The amount any employee is entitled to claim as wages shall not exceed that portion of the cash amount or guarantee lodged with the Council which represents wages.

6.1.7 Every employer shall keep employee records as specified by the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

6.1.8 Every employer shall comply with the relevant legislation relating to factories and/or workrooms.

6.2 Employees

Every employer shall register all his employees, except casual employees, with the Council as from the first day of their employment. The registration of employees are effected by entering each employee's personal and remuneration details as prescribed by the Council, on the Council's prescribed monthly return form. This monthly return form, shall be submitted to the Council monthly, by not later than the 10th day of the month following the month to which it relates.

7. NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

Newly established establishments who employ no more than a total of 10 employees (including employees involved in activities other than furniture, bedding and upholstery manufacturing activities e.g. administration, sales, marketing, etc), may apply for the following phasing in concession, provided that their employees agree thereto. The establishment concerned shall then be prohibited from making use of a Newly Employed Employee Concession for any of its employees as per clause 8 hereunder until the expiry date of Phase 3 of the Newly Established Small Employer Concession or the cancellation of the establishment's Newly Established Small Employer Concession:

PHASE ONE: First year of registration until the end of the first September following registration

During this period the employer shall be exempted from prescribed minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, Leave Pay Fund contributions, Holiday Bonus Fund contributions, Provident Fund contributions, Additional Provident Fund contributions or Sick Benefit Society contributions.

Employees may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employee(s).

All other provisions of the Agreement shall remain applicable, including the following:

Any accumulated leave pay benefits accrued by the employees prior to October of the first year of registration must be paid out by the employee's employer to the employee in terms of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)(as amended), when due. The following monies shall be payable as prescribed in **Addendum 1**.

- (a) Council levies;
- (b) Trade union subscriptions (if applicable);
- (c) Agency Shop Fees (where applicable); and
- (d) Death and Disability Scheme contributions. Refer to clause 10 of **ADDENDUM 1**.

PHASE TWO: October of the second year of registration to the end of September of the following year

During this period the employee(s) shall be remunerated at their current rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay and wage increments may be negotiated between employer and employee(s). In addition to the levies, contributions and fees payable to the Council in Phase One, the following contributions shall become payable to the Council as prescribed in **Addendum 1**.

- (a) Leave Pay Fund contributions; and
- (b) Holiday Bonus Fund contributions.

PHASE THREE: October of the third year of registration to the end of September of the following year

During this period the employee(s) shall be remunerated at not less than 75% of the prevailing minimum hourly rates of pay, as prescribed in **Addendum 2** or **Addendum 3**, subject to no employee being paid less than the national minimum hourly rate of pay. In addition to the levies, contributions and fees payable in Phases One and Two, the following contributions shall become payable as prescribed in **Addendum 1**:

Provident Fund Contributions. (A Standard Death and Disability Scheme contribution (refer to clause 9.3) will be diverted from this Provident Fund contribution, which replaces the requirement for the

payment of a fixed Death and Disability Scheme contribution as required in terms of Phases One and Two of this concession).

PHASE FOUR: As from October of the fourth year of registration

All the provisions of the prevailing Agreement administered by this Council shall become applicable, including the payment of 100% of the minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, as prescribed in **Addendum 2** or **Addendum 3** and the payment of Additional Provident Fund contributions or Sick Benefit Society contributions as prescribed in **Addendum 1**.

In the event of an establishment employing in excess of 10 employees at any time, all the provisions of the prevailing Agreement including wages at no less than 100% of the prevailing minimum prescribed hourly rates of pay and all levies, contributions and fees normally payable to this Council, shall come into effect immediately.

8. NEWLY EMPLOYED EMPLOYEE CONCESSION

- 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 reflected in clause 7 above.
- 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.
- 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 this newly employed employee concession unless the termination of employment was as a result of operational requirements or resignation and the employer can provide proof to this effect.
- 8.4 The following fees, levies and contributions shall be payable as prescribed in **ADDENDUM 1**, **ADDENDUM 2** or **ADDENDUM 3**.

YEAR ONE of employment:

- (a) 100% of the prescribed minimum hourly rate of pay for General Workers, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 85% of the prescribed minimum hourly rates of pay, for all other Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of the required Agency Fee (where applicable); and
- (f) Death and Disability Scheme contributions. Refer to clause 8.2.1 of **ADDENDUM 1**.

YEAR TWO of employment:

- (a) 100% of the prescribed minimum hourly rate of pay for General Workers, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 90% of the prescribed minimum hourly rates of pay for all other Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of the prescribed employer and employee contributions for the Furnmed Sick Benefit Society OR Additional Provident Fund contributions to the same value, payable by the employer and the employee;
- (f) 100% of the required Agency Fee (where applicable); and
- (g) Death and Disability Scheme contributions. Refer to clause 8.2.1 of **ADDENDUM 1**.

YEAR THREE of employment:

- (a) 100% of the prescribed minimum hourly rate of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of all prescribed Leave Pay Fund contributions;
- (d) 100% of the prescribed employer and employee contributions for the Furnmed Sick Benefit Society OR Additional Provident Fund contributions to the same value, payable by the employer and the employee;
- (e) 100% of the required Agency Fee (where applicable); and
- (f) Death and Disability Scheme contributions. Refer to clause 8.2.1 of **ADDENDUM 1**.

YEAR FOUR of employment:

- (a) 100% of the prescribed minimum hourly rates of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of all prescribed Leave Pay Fund contributions;
- (d) 100% of the prescribed employer and employee contributions for the Furnmed Sick Benefit Society OR Additional Provident Fund contributions to the same value, payable by the employer and the employee;
- (e) 100% of the required Agency Fee (where applicable);
- (f) Provident Fund contributions (refer to clause 8.3.1 of **ADDENDUM 1**), subject to the Death and Disability Scheme contributions (refer to clause 8.2.2 of **ADDENDUM 1**) being diverted from these Provident Fund contributions; and
- (g) 50% of the prescribed Holiday Bonus Fund contributions.

YEAR FIVE of employment

100% of at least the minimum prescribed hourly rates of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay, as well as 100% of all prescribed fees, levies and contributions shall be payable to the Council by all employers and all employees.

9. TERMS OF EMPLOYMENT**9.1 Ordinary hours of work**

9.1.1 Save as is otherwise provided for in this Agreement, no employer shall require or permit an employee –

9.1.1.1 to work for more than 44 hours, excluding meal intervals, in any one week;

9.1.1.2 to work for more than 9 hours, excluding meal intervals, on any one day.

9.1.2 All hours of work on any day, exclusive of meal intervals, shall be consecutive.

9.2 Intervals

An employer shall grant to each of his employees –

- 9.2.1 a rest interval of 10 minutes as nearly as practicable in the middle of each morning and afternoon work-period, which shall be regarded as part of ordinary hours of work;
- 9.2.2 a lunch interval of between 30 minutes and 60 minutes after a continuous period of work of not more than 5 hours, which shall not be regarded as part of ordinary hours of work.

9.3 Overtime

- 9.3.1 All time worked in excess of an establishment's ordinary number of hours of work in a week shall be regarded as overtime.
- 9.3.2 An employer may request an employee to work overtime. This request shall not unreasonably be rejected and the employee shall not be permitted to work overtime in excess of 15 hours in any one pay week. All employees shall be given at least 24 hours' prior notice of overtime to be worked, provided that employers and employees may agree to work emergency overtime at shorter notice.. For overtime to be worked in excess of 15 hours in any pay week, prior permission shall be obtained from the Council with proper written motivation.
- 9.3.3 An employee shall not be entitled to payment for overtime unless he has completed the weekly ordinary number of hours of his establishment, unless the time lost is owing to illness for which he must produce a medical certificate on the day he resumes work.
- 9.3.4 In order to calculate overtime-
 - 9.3.4.1 Paid sick leave;
 - 9.3.4.2 Paid public holidays;
 - 9.3.4.3 Paid study leave;
 - 9.3.4.4 Paid family responsibility leave; and
 - 9.3.4.5 Paid trade union representative leave are to be considered as paid ordinary hours of work.
- 9.3.5 Motor vehicle drivers and their crew shall not be required or permitted to work overtime-
 - 9.3.5.1 in excess of 15 hours per day, which includes ordinary hours of work, overtime hours, lunch intervals and tea intervals; and
 - 9.3.5.2 40 hours in any one week from Monday to Saturday.
- 9.3.6 All motor vehicle drivers and motor vehicle crew shall receive overtime payment equal to 1.5 x their ordinary hourly rate of pay and 2 x their ordinary

hourly rate of pay on Sundays, irrespective of the overtime hours worked by such drivers and crew.

9.4 Shift work

- 9.4.1 No normal shift shall exceed nine hours per day or 44 hours per week.
- 9.4.2 Not less than six hours shall elapse between successive shifts of an employee.
- 9.4.3 Where an employee's ordinary shift or part of it is worked on a public holiday, the employee concerned shall be remunerated for such shift as follows:
 - 9.4.3.1 If the major portion of such shift is worked on a public holiday, the entire shift shall be deemed to have been worked on such day and the employee shall be remunerated for work on a public holiday;
 - 9.4.3.2 if the lesser portion of such shift is worked on such day, the entire shift shall be deemed to have been worked on a weekday, and the employee shall be remunerated at his ordinary rate of remuneration.
- 9.4.4 Time worked by an employee after the completion of his normal shift shall be regarded as overtime and be paid for in accordance with the prescribed rates provided that the establishment's weekly ordinary hours of work have been exceeded.

9.5 Public Holidays

- 9.5.1 All public holidays proclaimed in terms of the Public Holidays Act, 1994 (Act 36 of 1994), shall be recognised as paid public holidays, except where a public holiday falls on a day which is not a normal working day.
- 9.5.2 In the event of the services of an employee being terminated by an employer seven working days or less prior to Good Friday the employee shall be entitled to the payment of wages for Good Friday and Family Day.
- 9.5.3 In the event of the services of an employee being terminated by an employer seven working days or less prior to the annual closing date in terms of this Agreement, the employee shall be entitled to payment of wages for all the public holidays during the annual closure.
- 9.5.4 In the event of a paid public holiday, occurring during any period of short time being worked at an establishment, an employee shall only be entitled to the payment of wages for the time which he would ordinarily have been required to work, during such short time.

9.6 **Annual closure**

- 9.6.1 Annual closure shall be for a period of 15 consecutive working days between 1 December of each year and 31 January of the following year or as otherwise prescribed by the Council from time to time.
- 9.6.2 During any period of annual closure, no employer shall require or permit an employee to perform work and no employee shall undertake work, whether for remuneration, reward or not.
- 9.6.3 If the annual closure dates are prescribed by the Council, any establishment may apply to the Council in writing on the prescribed application form for exemption from the prescribed annual closure dates, if the establishment believes that extraordinary circumstances exist that may warrant the granting of an exemption. Such an application for exemption must be supported by not less than 75% of the establishment's employees who are covered by the scope of this Agreement.

9.7 **Paid sick leave and proof of incapacity**

- 9.7.1 "Sick leave cycle" means a period of thirty six (36) months' employment with the same employer immediately following:
- 9.7.1.1 an employee's commencement of employment; or
- 9.7.1.2 the completion of that employee's prior sick-leave cycle.
- 9.7.2 Paid sick leave is limited to 10 working days for every 12 months of employment and to 30 working days for every sick-leave cycle.
- 9.7.3 Notwithstanding the provisions of clause 9.7.2, during the first six months of employment, an employee's entitlement to sick leave may be limited by an employer to one day's paid sick leave for every 26 days worked.
- 9.7.4 During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of clause 9.7.2 by the number of days' sick leave taken in terms of clause 9.7.3.
- 9.7.5 An employer must pay an employee for a days' sick leave-
- 9.7.5.1 the wage the employee would ordinarily have received for work on that day;
- 9.7.5.2 on the employee's usual pay day; and
- 9.7.5.3 paid sick leave granted by the establishment must be regarded as ordinary hours worked towards filling and/or completing the establishment's maximum ordinary weekly hours of work.

- 9.7.6 An employee who is absent from his workplace due to incapacity for the first three individual days in a sick-leave cycle shall be paid sick leave irrespective of whether such an employee produces a medical certificate or not. An employee may be required to present a medical certificate to his employer in order to qualify for the payment of sick leave from the fourth individual day that he is absent from his workplace owing to incapacity in each sick-leave cycle.
- 9.7.7 The medical certificate shall reflect the nature and period of the employee's incapacity and shall be issued and signed by a medical practitioner, traditional healer or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- 9.7.8 If it is not reasonably practicable for an employee who lives on an employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of clause 9.7.6 unless the employer provides reasonable assistance to the employee to obtain the necessary medical certificate.

9.8 Termination of employment

9.8.1 Notice periods

The notice periods applicable to both employers and employees in the Industry will be as follows:

9.8.1.1 During two month probationary period - one hour's notice.

9.8.1.2 Up to one year's employment (probationary period included) - one week's notice.

9.8.1.3 More than one year of employment (probationary period included) - two weeks' notice.

These notice periods are applicable provided that this shall not affect the right of an employer or employee to terminate a contract of service without any notice for any cause recognised by law as sufficient.

9.8.2 An employer and employee may agree in writing to provide for a longer period of notice, and failure to comply with such arrangement shall be a contravention of this clause.

9.8.3 An employer or employee may terminate a contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of notice, an amount equal to not less than wages

for one hour, one week or two weeks, as the case may be, or for such longer period as may be agreed upon by the employer and his employee.

- 9.8.4 The notice referred to above shall not run concurrently with any period of annual leave or to the extent of six weeks' absence owing to illness in any one year.

9.9 Absenteeism

No employee may absent himself from his work during the hours in which the establishment is open without the express permission of his employer except on account of illness and/or injuries or for causes beyond the control of such employee. An employee shall, within 24 hours of his failure to report for work, cause his employer to be notified thereof in the most expeditious manner available.

9.10 Short time, dismissals based on operational requirements and severance pay

9.10.1 Short Time

9.10.1.1 When, by reason of slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of this clause, employ his employees on short time during, but not exceeding, the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery: Provided that, where practically possible, notice regarding the implementation of short time shall be given to the trade union representative in writing prior to the date on which short time becomes effective. When short time is worked, the work available shall be distributed among the employees in any section.

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

9.10.2 Dismissals based on operational requirements

When an employer contemplates dismissing one or more employees for reasons based on operational requirements, subject thereto that short time of less than 35 hours per week had been worked over a continuous period of at least one week, the employer shall comply with the Labour Relations Act, 1995 (Act 66 of 1995), as well as the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), insofar as this Agreement is silent on those issues which are covered by the aforementioned Acts.

9.10.3 Standard severance pay and additional severance pay

9.10.3.1 Standard severance pay payable to employees

Severance pay of one week's normal remuneration for each completed year of service is payable: Provided that during the first year and last year of service, 6 months' or more service shall be regarded as a completed year of service;

9.10.3.2 Additional severance pay payable to employees

9.10.3.2.1 From 3 years of employment but less than 10 years of employment – an additional 1 week's normal basic wages calculated on the establishment's ordinary hours of work must be paid as a lump sum;

9.10.3.2.2 From 10 years of employment but less than 15 years of employment – an additional 2 weeks' normal basic wages calculated on the establishment's ordinary hours of work must be paid as a lump sum;

9.10.3.2.3 From 15 years of employment but less than 20 years of employment – an additional 3 weeks' normal basic wages calculated on the establishment's ordinary hours of work must be paid as a lump sum;

9.10.3.2.4 20 years or more of employment – an additional 4 weeks' normal basic wages calculated on the establishment's ordinary hours of work must be paid as a lump sum.

9.11 Trade union representative leave

9.11.1 For the purpose of attending training courses and/or seminars and/or meetings arranged by the trade unions which are parties to this Agreement, trade union representatives shall be entitled to 7 days' paid leave per annum

and senior trade union representatives shall be entitled to 11 days' paid leave per annum. ONLY for the purpose of attending official meetings of the Bargaining Council, trade union representatives shall be entitled to additional leave for which the Council shall reimburse the trade union representative's establishment for the actual loss of working hours by the trade union representative, which shall be paid to the trade union representative by the establishment together with his normal weekly wages as if the trade union representative worked on the day he attended an official meeting of the Bargaining Council, subject to the following conditions:

- 9.11.1.1 The leave cycle shall commence on 1 July of each year. Leave not taken by a senior trade union representative and/or trade union representative shall accrue to the newly elected senior trade union representative and/or trade union representative during any one leave cycle. Leave will not be cumulative or be transferable from one employer to another.
- 9.11.1.2 The trade union shall make the training course and/or seminar content and/or agenda of meetings available to the employer at least seven days in advance.
- 9.11.1.3 Prior arrangements shall be made by the trade union with an employer for the release of key personnel. Not more than 50% of elected senior trade union representatives and/or trade union representatives at any particular establishment shall attend the training course and/or seminar and/or meeting on any particular day.
- 9.11.1.4 The number of trade union representatives elected at any particular establishment shall be at a ratio of not more than 1 representative for every 30 trade union members.
- 9.11.1.5 The names of the senior trade union representatives and/or trade union representatives elected shall be conveyed to the employer by the senior trade union representative, in writing, immediately after their names are known.
- 9.11.1.6 The trade union shall furnish the employer with written proof that the training course and/or seminar and/or meeting for which purpose the paid leave was granted was attended by the particular senior trade union representatives and/or trade union representatives.

9.12 Maternity leave

9.12.1 Any female employee going on confinement shall be entitled to maternity leave for a period not exceeding six months with a guarantee of reemployment after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted, subject to the following conditions:

9.12.1.1 The employee on confinement shall before or on the expiry date of the six-month period notify her employer whether or not she will recommence employment.

9.12.1.2 Proof of the confinement shall be submitted to the employer on the employee's return to work in the form of a birth certificate or death certificate, in the case of a still birth, or medical certificate in the case of a miscarriage.

9.12.1.3 The employer may extend the six-month guarantee period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons.

9.12.1.4 The employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary contract agreement for the period of absence of the employee who has been granted maternity leave.

9.12.1.5 During the period referred to above, all the provisions of the agreements administered by the Council shall apply to the temporary employee.

9.12.1.6 During the contract period the employer may, subject to the Code of Good Practice contained in Schedule 8 of the Act, or for any other reason recognised in law, terminate the contract of temporary employment prior to the contract's expiry date.

9.12.1.7 Any female employee going on confinement shall notify her employer 16 weeks prior to the date of such confinement.

9.13 Family responsibility leave

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

parent, grandparent, child, adopted child, grandchild or sibling, the employee shall be entitled to a further 2 days paid leave per annum at full pay, on submission of the necessary proof.

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

9.14 Parental leave

- 9.14.1 An employee, who is a parent of a child, is entitled to at least 10 (ten) consecutive days parental leave:

9.14.1.1 An employee may commence parental leave on –

9.14.1.1.1 the day that the employee's child is born;

9.14.1.1.2 the date the adoption order is granted; or

9.14.1.1.3 on the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.

- 9.14.2 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –

9.14.2.1 commence parental leave; and

9.14.2.1 return to work after parental leave.

- 9.14.3 Notification in terms of 9.14.2 above shall be given at least one month before–

9.14.3.1 employee's child is expected to be born; or

9.14.3.2 date referred to in subsection 9.14.1.1.2 or 9.14.1.1.3 ; or

9.14.3.3 if it is not reasonably practicable to do so, as soon as is reasonably practicable.

9.15 Adoption Leave

- 9.15.1 An employee, who is an adoptive parent of a child who is below the age of two, is entitled to –

9.15.1.1 adoption leave of at least 10 (ten) weeks consecutively; or

9.15.1.2 the parental leave referred to above.

- 9.15.2 An employee may commence adoption leave on –

9.15.2.1 the date the adoption order is granted; or

9.15.2.2 on the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of

an adoption order in respect of that child, whichever date occurs first.

- 9.15.3 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
- 9.15.3.1 commence adoption leave; and
 - 9.15.3.2 return to work after adoption leave.
- 9.15.4 Notification in terms of adoption leave above must be given at least one month before –
- 9.15.4.1 the date the adoption order is granted;
 - 9.15.4.2 on the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first; or
 - 9.15.4.3 if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 9.15.5 If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave referred to above: Provided that the selection of choice must be exercised at the option of the two adoptive parents.
- 9.15.6 If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalisation of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for the parental leave: Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

9.16 Commissioning parental leave

- 9.16.1 An employee, who is a commissioning parent in a surrogate motherhood agreement is entitled to –
- 9.16.1.1 commissioning parental leave of at least 10 (ten) weeks consecutively; or
 - 9.16.1.2 the parental leave referred to above.
- 9.16.2 An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
- 9.16.3 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –

9.16.3.1 commence commissioning parental leave; and

9.16.3.2 return to work after commissioning parental leave.

9.16.4 Notification of the above must be given at least one month before –

9.16.4.1 a child is expected to be born as a result of a surrogate motherhood agreement; or

9.16.4.2 if it is not reasonably practicable to do so, as soon as is reasonably practicable.

9.16.5 If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave above: Provided that the selection of choice must be exercised at the option of the two commissioning parents.

9.17 Study leave

Study leave may be granted by employers only to permanent, full-time employees subject to the following conditions:

9.17.1 Approval for study leave shall be granted at the employer's discretion, which approval shall not be withheld unreasonably.

9.17.2 Study leave, if granted by the employer, shall be for a maximum of two subjects per annum.

9.17.3 Study leave, if granted by the employer, shall be limited to two days of paid study leave per subject, namely the last working day prior to the date of the exam and on the day of the exam.

9.17.4 The result of each exam shall be presented by the employee to the employer as soon as it becomes available.

9.17.5 If an employee fails a subject, the leave granted to the employee for that subject shall be refunded by the employee to the employer at a rate of one day's pay per failed subject.

9.18 Fixed term contract of employment

Any employer who intends to employ an employee for a fixed term shall enter into a written fixed term contract of employment with such an employee.

9.19 Indefinite-period contract of employment

Any employer who intends to employ an employee for an indefinite period of employment shall enter into a written indefinite-period contract of employment with such an employee.

9.20 Certificate of service

Every employer shall issue an employee with a certificate of service on termination of the employee's contract of employment. Such certificate shall comply with the provisions of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) (as amended).

10. GENERAL

10.1 Work under an incentive scheme

10.1.1 Any employer who wishes to introduce an incentive scheme shall set up a joint committee consisting of representatives from management and the establishment's employees which, after consultation with the trade unions which are party to this Agreement whose members are involved, may agree upon the terms of any such scheme. (Refer to clause 5.1.2).

10.1.2 The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the scheme has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such a scheme.

10.2 Temporary employment services and/or labour brokers

10.2.1 The temporary employment service and/or labour broker and the employer shall, jointly and severally, be liable if the temporary employment service and/or labour broker, in respect of any of its employees, contravenes any of the provisions of the Agreement.

10.2.2 A temporary employment service and/or labour broker who supplies labour shall remunerate all occupation skills levels of employees as prescribed in **Addendum 2 or Addendum 3** of this Collective Agreement. All the provisions of this Collective Agreement shall mutatis mutandis apply.

10.3 Outwork

10.3.1 No employer shall require or allow any of his employees to undertake work in the Industry anywhere other than in his establishment except when such

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work is in completion of an order placed with such an employer in premises owned or occupied by the person for whom the work is undertaken.

10.3.2 No employee engaged in the Industry shall solicit or take orders for or undertake any work in connection with the Industry on his own account for sale or on behalf of any other person or establishment, whether for remuneration, reward or not, while in the employ of an employer in the Industry.

10.3.3 No employer who is a member of an employers' organisation that is party to this Agreement shall give out work in connection with the Industry, either in whole or in part, other than to an establishment which has been accepted as a member of the employers' organisation which is a party to this Agreement, and which is registered with the Bargaining Council.

10.4 **Provision of tools**

Work benches, clamps, handscrews, gluepots and all brushes shall be provided by the employer. The employer shall at his expense insure against loss or destruction by fire or as a result of burglary of the premises the tools of his employees normally used by them. Every employee shall be obliged to submit, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools, and shall keep his tools locked in a toolbox.

10.5 **Employment of children and forced labour**

No establishment shall employ any person in contravention of Chapter 6 of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

10.6 **Working employers**

All working employers shall observe the provisions of this Agreement in respect of hours of work, payment of Leave Pay Fund contributions and payment of Holiday Bonus Fund contributions at the prescribed foremen's rate of pay, payment of Provident Fund contributions, additional Provident Fund contributions, payment of Council levies and payment of wages for public holidays.

10.7 **Prohibited employment**

Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and

observing conditions which he would have had to pay or observe had such engagement or employment not been prohibited.

10.8 Employment of trade union members

No person shall be prohibited from working in the Industry, because of his trade union affiliation or non-affiliation.

10.9 Trade union representatives on the Council and committees of a national character in the Industry

Every employer shall grant to any of his employees who are representatives on the Council, or on committees of the trade unions who are party to the Council, every reasonable facility to attend to their duties in connection with meetings held by these bodies.

10.10 Subscriptions to trade unions

Every employer shall deduct from the wages of those of his employees who are members of a trade union party to the Agreement, union subscriptions in terms of their constitutions and pay such union subscriptions to the concerned union as prescribed by the trade union concerned.

10.11 Council levies

10.11.1 For the purpose of assisting the Council to meet its expenses, every employer and every employee in the Industry shall pay to the Council an amount as prescribed in **Addendum 1** of this Agreement.

10.11.2 Every employer and every employee in the Industry shall pay to the Council a dispute resolution levy as prescribed in **Addendum 1** of this Agreement, for the maintenance of a dispute resolution system as required by the Act.

10.12 Exhibition of Agreement and notices

10.12.1 Every employer on whom the Collective Agreement is binding shall keep a copy of the Collective Agreement available in the workplace at all times.

10.12.2 Every employer shall display in his establishment in a place readily accessible to his employees a notice of the official hours of work specifying the starting and finishing time of work for each day of the week, the meal interval, and the forenoon and afternoon tea intervals.

10.13 Administration and enforcement of Agreement

- 10.13.1 The Council shall be the body responsible for the administration and enforcement of this Agreement, and may issue expressions of opinion and rulings not inconsistent with the provisions hereof for the guidance of employers and employees in the Industry.
- 10.13.2 Despite any other provisions of this Agreement, the Council may appoint one or more persons and may request the Minister of Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote, monitor and enforce compliance with this Agreement.
- 10.13.3 In the event of non-compliance with this Agreement, designated agents may secure compliance by –
 - 10.13.3.1 investigating complaints;
 - 10.13.3.2 conducting inspections;
 - 10.13.3.3 issuing compliance orders ; or
 - 10.13.3.4 adopting any other reasonable means; and
 - 10.13.3.5 performing any other functions which is conferred or imposed on the designated agents by the Council.
- 10.13.4 In the event that non-compliance prevails after the issuing of a compliance order in terms of sub-clause 10.13.3.3 above, the designated agents may be required to:
 - 10.13.4.1 submit a report to the General Secretary of the Council or any other person so designated by him, specifying that compliance has not been achieved.
- 10.13.5 Upon receipt of such a report, the General Secretary of the Council or any other person so designated by him, shall –
 - 10.13.5.1 Appoint an arbitrator from the Council's panel of arbitrators to conciliate and/or arbitrate the matter; or
 - 10.13.5.2 take such steps as may be deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.
 - 10.13.5.3 A conciliator and arbitrator appointed in terms of this Clause shall have all the powers assigned to them as contemplated by the Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.
- 10.13.6 The General Secretary or person so designated by him may make application to have the arbitration award or settlement agreement, whichever applies, certified as an order of the Labour Court.

- 10.13.7 A designated agent appointed by the Minister of Labour under Section 33 (1) of the Act, shall in addition to the powers referred to in this Clause, have the powers as assigned to designated agents as set out in the Act in general and in Schedule 10 and Section 142 of the Act, read with the changes required by the context.
- 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.
- 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.
- 10.13.10 In the event that the Council sends an assessment report to the establishment for verification and such establishment fails to submit a written objection within 10 days after receiving the report, the Council may accept such initial report as true and correct.

10.14 Provisions declared ultra vires

Should any provisions of this Agreement be declared ultra vires by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operation for the unexpired period of this Agreement.

10.15 Protective clothing

Every employer shall supply protective clothing to each employee as specified in terms of the Occupational Health and Safety Act, 1993, which shall remain the property of the employer but, when such clothing is delivered to the employee concerned, he shall become responsible for the cleaning and maintenance of the protective clothing.

10.16 **Compulsory retirement age**

Any employee in the Industry shall retire at the age of 65 years, unless otherwise agreed by between the employer and employee.

10.17 **Late/non-payment and allocation of fees, levies and contributions**

10.17.1 All fees, levies and contributions payable in terms of this Agreement shall be paid to the Council monthly by not later than the 10th day of the month following the month to which they relate.

10.17.2 An employer who is in arrears with any payments, having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, may be required by the Council to pay the amounts weekly on such terms and conditions as determined by the Council from time to time.

10.17.3 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.

10.18 **Interest payable on outstanding/unpaid fees, levies and contributions**

In the event that any fees, levies and/or contributions become due and payable to the Council by the 10th day of the month following the month to which an amount or any portion of such an amount relates in terms of this Agreement and such amount or any portion of such amount remains outstanding and unpaid, the establishment and/or employer concerned shall be liable to pay interest in accordance with the following provisions:

10.18.1 The interest payable shall be compounded daily on the outstanding/unpaid amount from the 11th of every month in which it is due, until the full amount due has been paid to the Council;

10.18.2 Outstanding/unpaid Provident Fund contributions shall be subject to interest at a rate as prescribed by the **Pension Funds Act, 1956 (Act 24 of 1956)(as amended)**; and

10.18.3 All other outstanding/unpaid fees, levies and contributions shall be subject to interest at a rate as prescribed by the **Prescribed Rate of Interest Act, 1975 (Act 55 of 1975)(as amended)**.

10.19 **Audit and accounting**

The Council shall ensure that proper books of account and records are kept in respect of each of the Funds administered by it, and that an annual audit of each of the Funds is performed in accordance with the provisions of the Act and the Council's Constitution.

11. EXEMPTIONS

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 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 In the event that the establishment elects to lodge an appeal against the outcome of an application for exemption, such an establishment shall be obliged to lodge its appeal within 30 days after the date of notification from the Council to the Applicant regarding the outcome of such exemption application.
- 11.2.4 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.
- 11.2.5 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.

11.2.6 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:

11.2.6.1 the full name of the person(s), body or bodies or establishment concerned;

11.2.6.2 the trading name of the employer;

11.2.6.3 the exact provision(s) of this Collective Agreement from which the exemption has been granted or refused;

11.2.6.4 the conditions subject to which the exemption is granted;

11.2.6.5 the period for which the exemption is applicable; and/or

11.2.6.6 the outcome of an appeal.

11.2.7 The Bargaining Council must ensure that:-

11.2.7.1 all notices of exemptions granted or refused and notices of appeal outcomes are issued to the applicants or appellants; and

11.2.7.2 a copy of each exemption granted or refused and a notice of an appeal outcome is retained by the Bargaining Council.

11.2.8 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.

11.2.9 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:

11.2.9.1 **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.

- 11.2.9.2 **Criteria:** The Council and/or the Independent Exemptions Appeal Body shall, without limiting its own considerations, *inter alia* consider the following criteria to wit:
- 11.2.9.2.1 The financial and social implications on the applicants, competitors, employees and the Industry as a whole;
 - 11.2.9.2.2 viability of the continued existence of the establishment;
 - 11.2.9.2.3 the views expressed by the employees and/or the applicants' competitors;
 - 11.2.9.2.4 the views and recommendations submitted by the bargaining council or any other person or body with an interest in the matter;
 - 11.2.9.2.5 the possibility of job losses if the exemption is granted or refused;
 - 11.2.9.2.6 the limitation on any employment opportunities if the exemption is granted or refused;
 - 11.2.9.2.7 any other relevant information that might have an impact on the outcome of either an application or an appeal;
 - 11.2.9.2.8 the applicant's past record (if applicable) of compliance with the provisions of the main agreement and/or exemption certificates;
 - 11.2.9.2.9 any special circumstances that exist or any precedent that might be set;
 - 11.2.9.2.10 the interests of the Industry in relation to unfair competition, centralised collective bargaining as well as the economic stability of the Industry;
 - 11.2.9.2.11 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
 - 11.2.9.2.12 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.

- 11.2.10 an exemption should not contain terms and conditions that would have an unreasonably detrimental effect on the fair, equitable and uniform application in the Industry of any collective agreement concluded in the Bargaining Council;
- 11.2.11 no exemption shall be granted for an indefinite period or as a total (blanket) exemption;
- 11.2.12 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.
- 11.2.13 No exemption shall be granted for payment of wages less than the national minimum hourly rate of pay.

12. LEAVE PAY FUND

- 12.1 Every employer shall pay over monthly to the Council, on the specified form, by not later than the tenth day of the following month concerned in respect of every employee Leave Pay Fund contributions as prescribed in **ADDENDUM 1**.
- 12.2 Guarantees submitted in respect of Leave Pay Fund contributions:
 - 12.2.1 Every employer who supplies the Council with an acceptable guarantee for the total of his assessed maximum annual commitments under this clause shall, without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner specified: provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time.
 - 12.2.2 Every employer shall submit a monthly statement as specified in clause 12.1 above in respect of all his employees. Should the services of any employee be terminated during the month, a statement as prescribed together with the amount due in respect of Leave pay Fund contributions for the period employed between October of the current year and September the following year shall be submitted to the Council. Should the services of no employees be terminated during the month, the Council shall be notified on the specified form.
 - 12.2.3 The employer shall submit to the Council not later than 10 November of each year a statement in the form prescribed reflecting all particulars of all employees who are in the employ of the employer as at 30 September who are to be paid by him in terms of this clause.

12.2.4 By not later than 23 December of each year, the employer shall submit to the Council a statement as prescribed reflecting the actual monies paid out in respect of the Leave Pay Fund monies to all his employees together with payment of monies not paid out.

12.3 Leave Pay Fund monies shall be paid by the employer to his employees between 7 December and 13 December of each year, failing which the employer shall pay a penalty equal to 1 month's interest of 15% per annum to the Council on the amount paid late to his employees.

12.4 Leave Pay monies received by the Council shall be paid by the Council to employees whose contracts of employment have been terminated during the course of a contribution year, within 2 months after such termination date.

12.5 If an employee receives his Leave Pay Fund monies between the 7th and the 13th of December and the employee is absent from his workplace immediately after payment has been received with no valid medical certificate, the specific employee will only be entitled to be paid his Leave Pay Fund monies on the last working day of the establishment's next annual closure date.

12.6 Leave Pay Fund monies shall be paid to the employee by means of electronic transfer to the employee's bank account or by Council cheque drawn in favour of the employee.

12.7 Administration of the Fund

12.7.1 The Leave Pay Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Leave Pay Fund shall form a charge against the Council.

12.7.2 All monies paid to the Leave Pay Fund shall be invested as provided for in terms of section 53 (5) of the Act and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund. The Council shall keep a record of each employee in respect of whom payments are made in terms of this clause and the amount paid to the employee.

12.7.3 The Leave Pay Fund shall be paid to employees concerned to serve as Leave Pay. Each employee shall be paid Leave Pay monies equal to the amount deposited into the Leave Pay Fund in respect of him during the year ending on the last pay week of September each year.

12.7.4 Any employee employed continuously during the year from the first pay week in October of the previous year to the last pay week in September of the current year shall receive Leave Pay monies during December of that year

of not less than two weeks' normal wages. Any shortfall shall be paid to the employees by the employer.

- 12.7.5 Leave Pay monies which remains unclaimed for a period of two years from the date on which they become payable shall accrue to the general funds of the Council: Provided that the Council shall be liable for payment from the Council's general funds of any Leave Pay monies due and claimed during a further period of three years after such accrual to the Council's general funds. Should the Council be dissolved within any or either of the periods mentioned herein, such monies shall finally accrue to the general funds of the Council three months after the date of such dissolution. However, if any claim for Leave Pay monies is proved successfully by an applicant while the Council is still in existence, it shall remain obliged to pay that Leave Pay monies.

13. HOLIDAY BONUS FUND

- 13.1 Every employer shall pay over monthly to the Council, on the specified form, by not later than the tenth day of the following month concerned in respect of every employee Holiday Bonus Fund monies as prescribed in Addendum 1.
- 13.2 Guarantees submitted in respect of Holiday Bonus Fund:
- 13.2.1 Every employer who supplies the Council with an acceptable guarantee for the total of his assessed maximum annual commitments under this clause shall, without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner specified: provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time.
- 13.2.2 Every employer shall submit a monthly statement as specified in clause 13.1 above in respect of all his employees. Should the services of any employee be terminated during the month, a statement as prescribed together with the amount due in respect of Holiday Bonus Fund monies for the period employed between October of the current year and September the following year shall be submitted to the Council. Should the services of no employees be terminated during the month, the Council shall be notified on the specified form.
- 13.2.3 The employer shall submit to the Council not later than 10 November of each year a statement in the form prescribed reflecting all particulars of all

employees who are in the employ of the employer as at 30 September who are to be paid by him in terms of this clause.

13.2.4 By not later than 23 December of each year, the employer shall submit to the Council a statement as prescribed reflecting the actual monies paid out in respect of the Holiday Bonus Fund monies to all his employees together with payment of monies not paid out.

13.3 Holiday Bonus Fund monies shall be paid by the employer to his employees between 7 December and 13 December of each year, failing which the employer shall pay a penalty equal to 1 month's interest of 15% per annum to the Council on the amount paid late to his employees.

13.4 Holiday Bonus Fund contributions received by the Council shall be paid by the Council to employees whose contracts of employment have been terminated during the course of a contribution year, within 2 months after such termination date.

13.5 If an employee receives his Holiday Bonus Fund monies between the 7th and the 13th of December and the employee is absent from his workplace immediately after payment has been received with no valid medical certificate, the specific employee will only be entitled to be paid his Holiday Bonus Fund monies on the last working day of the establishments next annual closure date.

13.6 Holiday Bonus Fund monies shall be paid to the employee by means of electronic transfer to the employee's bank account or by Council cheque drawn in favour of the employee.

13.7 **Administration of the Fund**

13.7.1 The Holiday Bonus Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Holiday Bonus Fund shall form a charge against the Council.

13.7.2 All monies paid to the Holiday Bonus Fund shall be invested as provided for in terms of section 53 (5) of the Act and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund. The Council shall keep a record of each employee in respect of whom payments are made in terms of this clause and the amount paid to the employee.

13.7.3 The Holiday Bonus Fund monies shall be paid to employees concerned to serve as a holiday bonus on the following basis: Each employee shall be paid a holiday bonus equal to the amount deposited into the Holiday Bonus Fund in respect of him during the year ending on the last pay week of September each year.

- 13.7.4 Any employee employed continuously during the year from the first pay week in October of the previous year to the last pay week in September of the current year shall receive a Holiday Bonus Fund monies during December of that year calculated in accordance with the formula reflected in Schedule 1 of the prevailing Collective Agreement.
- 13.7.5 Holiday Bonus Fund monies which remain unclaimed for a period of two years from the date on which they become payable shall accrue to the general funds of the Council: Provided that the Council shall be liable for payment from the Council's general funds of any Holiday Bonus Fund monies due and claimed during a further period of three years after such accrual to the Council's general funds. Should the Council be dissolved within either of the periods mentioned herein, such monies shall finally accrue to the general funds of the Council three months after the date of such dissolution. However, if any claim for Holiday Bonus Fund monies is proved successfully by an applicant while the Council is still in existence, it shall remain obliged to pay that Holiday Bonus Fund monies.

14. REMUNERATION

14.1 Wages

No employer shall pay and no employee shall accept wages lower than those prescribed in the Addendums to this Agreement.

14.2 Set-off of wages

14.2.1 No employee shall, while in the employ of an employer, give to, and no such employer shall receive from such employee, any gift, bonus, loan guarantee or refund either in cash or in kind which will in effect amount to a set-off of the wages which must in terms of this Agreement be paid to such employee.

14.2.2 No employee shall be required as part of his contract of service to board or lodge with his employer, or at any place nominated by his employer, or to purchase any goods or hire property from his employer.

14.3 Hourly rates of pay

All work performed by employees shall be paid for at an hourly rate, which hourly rate shall be determined by dividing the employee's actual weekly wage by 44 or by such lesser hours ordinarily worked by the establishment.

14.4 Basis of payment

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at not less than the hourly rates of pay as prescribed for the actual occupation skills level of the operation or operations performed.

14.5 Employees engaged in more than one occupation skills level

An employee who is employed during any one day on work for which different hourly rates of pay are prescribed shall be paid for all the hours worked on such day at the higher or highest hourly rate of pay prescribed for such work.

14.6 Wage payment procedure

Employers may elect to pay wages by means of electronic transfer to employees' bank accounts or by means of cash only. Wages paid in cash shall be paid directly to the employee.

14.6.1 The following provisions shall be applicable to the electronic transfer of wages:

14.6.1.1 Wages shall be deposited into employees' bank accounts on pay day each week.

14.6.1.2 Employees shall be handed pay slips every pay day which shall reflect the name and address of the employer and the name of the employee. Pay slips shall also reflect the amount of money deposited into the employee's bank account and how such an amount was arrived at.

14.6.2 The following provisions shall be applicable to the cash payment of wages:

Wages shall be paid to employees on pay day each week. All cash shall be handed to employees in sealed envelopes endorsed with the name and address of the employer and the name of the employee, and shall contain a statement reflecting the amount of money contained therein and how such amount was arrived at.

General Provisions:

14.6.3 The pay day of every establishment shall be on Friday each week. Where Friday is a non-working day, the pay day shall be the last working day preceding that Friday.

14.6.4 No premium for the training of an employee shall be charged or accepted by the employer: Provided that this clause shall not apply to training schemes for which the employer is legally required to contribute.

14.6.5 No wage deductions of any kind shall be made from the amount due to an employee other than for the following:

14.6.5.1 Any deduction for which an employer is legally or by order of any competent court required or permitted to make;

14.6.5.2 with the written consent of the employee, deductions for life assurance, medical schemes or pension funds/provident funds;

14.6.5.3 deductions for contributions or subscriptions of the employees' trade union(s);

14.6.5.4 deductions in terms of this Agreement or any other agreement administered by the Council.

14.7 Remuneration for overtime and work on a Sunday

14.7.1 All time worked in excess of the ordinary weekly working hours of the establishment, other than time worked on a Sunday, up to and not exceeding 10 hours per week, shall be regarded as overtime and an employee shall be paid for such work at a rate of one and a half times his hourly rate for such hours.

14.7.2 For all overtime worked exceeding 10 hours per week and all time worked on a Sunday, an employee shall be remunerated at a rate of double his hourly rate for such hours.

14.7.3 Any time worked on a Sunday may not be used to make up for ordinary time lost.

14.8 Remuneration for work on public holidays

Any employee who works on a paid public holiday shall be remunerated for the hours worked on that day at his normal rate of pay in addition to the hours paid for that paid public holiday and shall further be paid an allowance of 33% of his hourly rate of pay for all those hours worked on such a day.

14.9 Remuneration for time worked in

An employer may, at its sole discretion, work time in to a maximum of 3 days per year (January to December), in lieu of normal working time that will be lost, owing to the closure of the establishment for religious holidays, or for any other reason. All employees concerned shall be paid their ordinary rates of pay, provided that the time expected to be lost shall be worked in prior to such closure and provided that an establishment's affected employees, were consulted prior to the working in of time. The

payment of wages for the time worked in must be made to the employees concerned during the same pay week, when the time was lost.

14.10 Payment of night shift allowance

A night shift allowance, which will provide for meal and transport costs, is payable to an employee where the employee is employed between 18:00 and 06:00 at the following rates of pay:

14.10.1 Employee employed prior to 1 July 2012

The employer shall pay the employee his ordinary rate of pay, plus a 17.5% night shift allowance.

14.10.2 Employee employed as from 1 July 2012

The employer shall pay the employee his ordinary rate of pay, plus a 13% night shift allowance.

14.11 Set-off against annual wage increases

Should a performance agreement be concluded at an establishment, such a performance agreement may be used as a set-off against annual wage increases, subject to union approval and/or notification to the Council.

14.12 Subsistence allowance

An employer shall, in addition to any other remuneration due, pay his employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than that prescribed in Addendum 2 or Addendum 3 of this Agreement.

CHAPTER 2

COUNCIL BENEFIT FUNDS/SCHEMES

1. ESTABLISHMENT AND CONTINUATION OF COUNCIL BENEFIT FUNDS/SCHEMES

The following Funds/Schemes are hereby established and/or continued:

- 1.1 The Furniture Bargaining Council Provident Fund** (hereinafter referred to as the Provident Fund), established and amalgamated in terms of the Agreements published under Government Notices Nos. R. 44 of 13 January 1961, R. 495 of 24 March 1961

and R. 3043 of 4 January 1991, as amended and extended, is continued and administered in accordance with the Pension Funds Act, 1956 (Act 24 of 1956)(as amended), as well as the prevailing Collective Agreement of the Furniture Bargaining Council.

- 1.2 **The Furniture Bargaining Council Death and Disability Scheme** (hereinafter referred to as the standard D.D.S.), established in terms of the Agreement published under Government Notice No. R. 1866 of 3 July 1992, as amended and extended, is continued in accordance with the provisions of Chapter 2 and the Labour Relations Act, 1995 (Act 66 of 1995)(as amended).
- 1.3 **The Furniture Bargaining Council Sick Benefit Society** (hereinafter split into two subdivided Funds to wit, Furnmed Sick Benefit Society and NUFAWSA Sick Benefit Society), established and amalgamated in terms of the Agreements published under Government Notices Nos. R. 44 of 13 January 1961, R. 495 of 24 March 1961 and R. 3043 of 4 January 1991, as amended and extended, is continued in accordance with the provisions of Chapter 2 and the labour Relations Act. 1995 (Act 66 of 1995)(as amended) and is hereby continued as the following two Sick Benefit Societies herein referred to as the Furnmed Sick Benefit Society and the NUFAWSA Sick Benefit Society. The Parties and Trustees to the Furnmed Sick Benefit Society are FBUMA and CEPPWAWU and the Parties and Trustees to the NUFAWSA Sick Benefit Society are FBUMA and NUFAWSA.
- 1.4 **The Home Ownership Scheme** (hereinafter referred to as the H.O.S.), established in terms of an initial separate agreement between the Parties to the Council in 1994, is herein continued in accordance with the provisions of the National Credit Act, 2005 (Act 34 of 2005)(as amended) as well as the provisions of Chapter 2 of this Collective Agreement.
- 1.5 **The Emergency, Trauma, Disaster and Education Fund** (hereinafter referred to as the E.T.D.E. Fund), established in terms of an initial separate agreement between the Parties to the Council in 1994, is herein continued in accordance with the provisions of the National Credit Act, 2005 (Act 34 of 2005)(as amended) as well as the provisions of Chapter 2 of this Collective Agreement.

2. OBJECTIVES OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 2.1 The objective of the **Furniture Bargaining Council Provident Fund** (the Provident Fund), is to provide for retirement benefits to participating members of the furniture, bedding and upholstery industry;
- 2.2 The objective of the **Furniture Bargaining Council Death and Disability Scheme** (standard D.D.S.), is to provide for death, disability and funeral benefits to participating

members of the furniture, bedding and upholstery industry, as well as for funeral benefits to the dependants of the main participating members;

- 2.3 The objective of the **Furniture Bargaining Council Sick Benefit Society** (hereinafter split into two subdivided Funds to wit, Furnmed Sick Benefit Society and NUFAWSA Sick Benefit Society), is to provide for prescribed medical benefits to participating members of the furniture, bedding and upholstery industry, as well as for their registered dependants;
- 2.4 The objective of the **Home Ownership Scheme** (H.O.S.), is to provide for home loan facilities for qualifying members of the furniture, bedding and upholstery industry, to purchase, improve, renovate, repair and/or maintain existing or new housing;
- 2.5 The objective of the **Emergency, Trauma, Disaster and Education Fund** (E.T.D.E. Fund), is to provide for loan facilities for qualifying members of the furniture, bedding and upholstery industry, to assist members with loans for emergencies, trauma, disasters and/or education.
- 2.6 Any benefit payable upon the death of a member, shall be subject to the provisions of section 37C of the Pension Funds Act, 1956 (Act 24 of 1956).
- 2.7 It is the objective of the parties to this agreement to apply to the Minister of Labour to extend the Council benefit funds/schemes to non-parties in terms of the LRA. This will be done in order to make available the same industry benefits to non-parties.

3. MEMBERSHIP OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 3.1 Membership of the Council benefit funds/schemes shall be compulsory for all party employees who are employed by party employers and for all non-party employees who are employed by non-party employers when this agreement is extended to non-party employees and employers in terms of section 32 of the LRA by the Minister of Labour.

To obtain membership of the Council benefit funds/schemes, these employees and employers must fall within the registered scope of this Council and this Collective Agreement must prescribe their wages.

Membership of the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society may be obtained by qualifying in terms of the applicable Fund's rules and by electing to become a member. In the latter instances, all the contributions shall by default initially be made to the Additional Provident Fund to the same value of the Furnmed Sick Benefit Society in terms of clauses 4.2.1 and 4.2.2 of Addendum 1, unless the employee qualifies in terms of the applicable rules of the Furnmed Sick Benefit Society or the NUFAWSA Sick

Benefit Society and the same employee elects in writing to the Council, to become a member of any one of the Sick Benefit Societies.

3.2 Membership of the Council's Benefit Funds/Schemes shall:

3.2.1 consist of all employees, other than casual employees, in the Industry for whom wages are prescribed in this Collective Agreement; and

3.2.2 subject to the approval of the Council, Board of Trustees or Committee(s), be granted to such other persons whom are directly employed in the Industry and who wish to become voluntary members of either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society and in respect of whom their employers have agreed to make the contributions prescribed in Addendum 1 and subject to the rules of those two individual funds.

3.2.3 Membership shall cease when a member leaves the Industry or in the event of death or permanent disability of a member.

3.2.4 Special provisions applicable to members who were formerly members of the Transvaal Furniture Workers' Mortality Association and the Transvaal Bedding Workers' Mortality Benefit Association and the former Transvaal Furniture Workers' Burial Society and the Transvaal Workers' Burial Society and who retired from the Industry owing to old age or ill health or who reached the age of 65 years on or before 1 October 1988 shall be entitled to benefits as prescribed in the former Mortality Association and Burial Society Agreements.

3.2.5 Membership of the Fund/Scheme shall not cease due to a member or employee attaining the age of 65, or where the inability of the member or employee to work is due to ill health, temporary disability or owing to short time.

3.3 Membership of Furnmed Sick Benefit Society and NUFAWSA Sick Benefit Society:

3.3.1 **Ordinary membership**

Any employee employed by an employer within the registered scope of this Council, for whom wages are prescribed in the Collective Agreement, may apply to become a member of either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society, subject to the employee qualifying and both the employer and employee concerned, paying the prescribed contributions which are applicable to the relevant Society. If successful, the rules of the Fund concerned shall apply to the member.

3.3.2 **Voluntary membership**

Employees who are employed in the Industry for whom wages are not prescribed in this Agreement may be admitted as voluntary members of the

Furnmed Sick Benefit Society or NUFAWSA Sick Benefit Society in terms of the relevant Society's rules.

3.3.3 Continuation membership

Employees who were ordinary or voluntary members of the Furnmed Sick Benefit Society or NUFAWSA Sick Benefit Society immediately prior to permanent retirement from the Industry owing to old age (65 years or more) or to permanent disability as substantiated by a medical certificate(s), or dependant widows/widowers of deceased continuation members may be admitted as continuation members of the Furnmed Sick Benefit Society or NUFAWSA Sick Benefit Society depending on the original Society's membership.

3.3.4 Termination of membership

Membership of both the Societies shall terminate within one month of a member leaving the Industry.

3.3.5 Reserves of the Furnmed Sick Benefit Society and NUFAWSA Sick Benefit Society

If at any time the reserves of the Furnmed Sick Benefit Society or Nufawsa Sick Benefit Society drop below the average of one month's contributions, the payment of benefits shall cease and shall not be resumed until the reserves of the Societies exceed the aggregate of two months' contributions.

3.3.6 Right of recourse

If it is established that a member has ceased to be a member of the Furnmed Sick Benefit Society or Nufawsa Sick Benefit Society, and the Society has in error or contractually paid for any medical expenses incurred by such member and/or his registered dependants, the Fund trustees shall have the right to deduct the amount(s) from the member's Provident Fund contributions and transfer the amount(s) due to the relevant Society.

4. CONTRIBUTIONS AND LOAN REPAYMENTS TO THE COUNCIL BENEFIT FUNDS/SCHEMES AND THE ADDITIONAL PROVIDENT FUND

- 4.1 Prescribed contributions for the Provident Fund, Additional Provident Fund, Furnmed Sick Benefit Society and the NUFAWSA Sick Benefit Society, shall be deducted weekly from the employee's wages and a prescribed contribution from the employer shall together be paid

to the Council or any other prescribed organisation or body, as per the values stipulated in Addendum 1.

- 4.2 Stipulated loan repayments towards the H.O.S. and the E.T.D.E. fund shall be made to the Council in accordance with individual signed loan agreements.
- 4.3 A weekly amount shall be deducted from the employee's contributions to the Provident Fund and a weekly amount from the employer's contributions to the Provident fund and shall be diverted to the standard D.D.S. The standard D.D.S. may make provision for insurance premiums and administration costs.

5. ADMINISTRATION OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 5.1 The Council and/or Board of Trustees and/or Committee(s) referred to in this chapter shall have the right to appoint administrators, consultants and/or advisors for their Funds/Schemes.
- 5.2 The Council or Board of Trustees of the Funds/Schemes shall consist of 50% delegates or trustees nominated by the trade union/s concerned and of 50% delegates or trustees nominated by the employers' association/s concerned. Designated alternates may stand in for absent trustees.
- 5.3 The Funds/Schemes may be administered by the office of the Council or an external administrator partly or in toto in terms of a service level agreement. The provisions of the Council's Constitution relating to the election of a chairman and vice-chairman, their period of office and the calling and conducting of meetings of the Council and the right of alternates to stand in for representatives, shall mutatis mutandis apply in the case of a committee.
- 5.4 The Funds/Schemes shall be administered in accordance with rules specified for this purpose either by the Council or by a Board of Trustees with the approval of the Financial Services Conduct Authority where necessary and such rules shall not be inconsistent with the provisions of any Collective Agreement, the Act, or any other law and shall, *inter alia*, specify –
 - 5.4.1 the Funds/Schemes benefits and the expected qualifications attached thereto;
 - 5.4.2 the procedure for lodging and payment of claims and/or benefits; or
 - 5.4.3 any other matters which the Council or the Board of Trustees may decide.
- 5.5 The Council shall appoint a General Secretary who may appoint other staff as deemed necessary for the proper administration of the Funds/Schemes.
- 5.6 In the event of an appointed committee being unable to perform its duties for any reason, the Council shall perform the committee's duties and exercise its powers.

- 5.7 Any disputes concerning the interpretation, meaning, application or intention of any of the provisions of this Agreement or concerning the administration of the Funds/Schemes which an appointed committee is unable to settle, shall be referred to the Council or Board of Trustees for a final and binding decision.
- 5.8 No members of the Council or the Board of Trustees or members of the committees, the General Secretary, officers and employees of the Funds/Schemes shall be liable for the debts and liabilities of the Funds/Schemes.
- 5.9 No members of the Council or Board of Trustees or members of the committees, the General Secretary and officers and employees of the Funds/Schemes shall be held responsible for any act which may result in loss to the Funds, where such act was done in good faith, and they are hereby indemnified by the Funds/Schemes against all losses and expenses incurred by them in or about the bona fide discharge of their duties.
- 5.10 No members of the Council or Board of Trustees or members of the committees, the General Secretary and officers and employees of the Funds/Schemes shall be held responsible for any contributions deducted and any contributions due and payable by any employer not paid over to the Funds/Schemes upon sequestration or liquidation of such establishment or employer's estate or at all.
- 5.11 All expenses incurred in connection with the administration of the Funds/Schemes concerned shall be charged against the Funds/Schemes and/or recovered by way of administration fees.

6. OPERATION OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 6.1 The Funds/Schemes shall consist of –
- 6.1.1 all the Fund/Scheme contributions including Additional Provident Fund contributions paid to the Provident Fund;
 - 6.1.2 all interest derived from the investment of any monies or assets of the various Funds and Schemes; and
 - 6.1.3 all other monies to which the Funds/Schemes may become entitled.
- 6.2 All monies accruing to the Funds/Schemes shall be deposited to the credit of the particular Funds/Schemes in a separate account with a registered bank within three working days after receipt thereof.
- 6.3 The monies of the Funds/Schemes shall be used for payment of benefits, administration costs and expenditures in accordance with the rules of the various Funds/Schemes.
- 6.4 When benefits or loans granted become payable, the amount due from the Funds/Schemes shall be paid to beneficiaries or successful applicants by cheque, electronic transfer or cash.

- 6.5 All cheque payments from the Funds/Schemes shall be signed by three persons duly authorised by the Council or the Board of Trustees.
- 6.6 Any monies not required to meet current payment of benefits, administration costs and expenditures shall be invested only in terms of section 53(5) of the Act.
- 6.7 All employees and all employers in the Industry, including working employers shall contribute towards Additional Provident Fund by default, unless they qualify and elect in writing to become members and contribute to either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society.

7. AUDITING OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 7.1 Auditors as defined in the Act shall be appointed by the Council or the Board of Trustees and shall audit the accounts of the Funds/Schemes at least annually. The auditors shall, by not later than 30 June of each year and within six months after the end of each financial year, prepare financial statements.
- 7.2 The financial statements shall be prepared and audited to the standards of generally accepted accounting practice, principles and procedures and prepared to represent the fair presentation of financial records in accordance with international financial reporting standards and shall comprise of:
 - the books and records of the Council's income, expenditure, assets and liabilities;
 - the statement of income and expenditure and a balance sheet;
 - the statement of the financial position as at the financial year end;
 - the statement of surplus or deficit and other comprehensive income;
 - the statement of changes in equity;
 - the statement of cash flow for the financial year;
 - the summary of significant financial policies and other explanatory financial notes; and
 - the fair reflection that the Furniture Bargaining Council has complied with those provisions of its Constitution, relating to financial matters.
- 7.3 The audited financial statements of the Funds/Schemes shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and countersigned by the Chairman of the Council or the Board of Trustees, together with any report made by the auditor thereon, shall be lodged with the Registrar of Labour Relations and/or the Financial Services Conduct Authority as the case may be, no later than by the end of June every year, following the period covered by such financial statements.
- 7.4 In the event of any Council Funds/Schemes being administered by an outsourced administrator other than the Council's office either whole or in part, as a result of a

decision by the Council, Board of Trustees, or Committee(s), such administrator shall be obliged to comply with clause 7.3 above and *inter alia* submit the Funds'/Schemes' audited financial statements to the Council, on or before the end of June every year, following the period covered by such financial statements.

8. EXPIRY OF THE COLLECTIVE AGREEMENT

- 8.1 Upon the expiry of this Collective Agreement or any extension thereof, the Council or trustees in office at the time, or the trustee or trustees appointed by the Registrar of Labour Relations or the Financial Services Conduct Authority as the case may be, shall continue to administer the Funds/Schemes for a period of at least two years in order to pay out benefits due to the beneficiaries and, subject to the approval of the Registrar of Labour Relations or the Financial Services Conduct Authority as the case may be. Any money standing to the credit of the Funds/Schemes, after the said period of at least two years shall remain in the various relevant funds, until liquidation thereof.
- 8.2 If upon expiry of the said period of at least two years, the affairs of the Council and/or the Funds/Schemes have already been wound up and its assets distributed, the balance of the funds shall be distributed and liquidated in terms of the rules of the various Fund/Schemes, the provisions of the council's Constitution, the council's last collective agreements and any applicable legislation at the time.

9. LIQUIDATION OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 9.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Funds/Schemes within two years from the expiry of this Agreement or any extension thereof, the Funds/Schemes shall be liquidated and distributed in terms of the rules of the various Funds/Schemes, the provisions of the council's Constitution, the council's last collective agreements and any applicable legislation at the time.
- 9.2 In the event of the Council in office at the time being unable to administer and/or liquidate any of the Funds/Schemes in terms of this clause; and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Funds/Schemes impracticable or undesirable in the opinion of the Registrar of Labour Relations or the Financial Services Board as the case may be, the latter may appoint a trustee or trustees to carry out the duties of the Council or the Board of Trustees and such trustee or trustees shall possess all the powers of the Council or the Board of Trustees for such purposes.

- 9.3 In the event of the dissolution of the Council or the Board of Trustees or in the event of them ceasing to function during any period in which this Agreement is binding in terms of the Act, the Funds/Schemes shall continue to be administered by the office of the Council at the time.
- 9.4 Subject to the provisions of clauses 9.1 and 9.2 hereof, upon the expiry of the Agreement, the Funds/Schemes shall be liquidated in terms of clause 8 and/or 9 of this Chapter by the Council or Board of Trustees in office at the time or the trustee or trustees appointed by the Registrar of Labour Relations or the Financial Services Conduct Authority as the case may be.

10. BENEFITS INALIENABLE

- 10.1 The benefits provided for by the Funds/Schemes referred to in this chapter shall not be transferable and any member who attempts to assign, transfer, pledge or hypothecate his rights may forthwith cease to be entitled to any benefits whatsoever, and membership of the Funds/Schemes in respect of members and their dependants may be terminated by the Council or Board of Trustees: Provided that a member's Provident Fund benefits may, with the approval of the Board of Trustees and the Financial Services Conduct Authority as the case may be, be transferred to another registered, recognised provident/pension fund.
- 10.2 No benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated. No contributions made by a member or on his behalf shall be liable to be attached or be subject to any form of execution under a judgement or order of a court of law except in terms of section 37D of the Pension Funds Act, 1956 (Act 24 of 1956)(as amended).

11. WITHHOLDING OF BENEFITS

The Council and/or Board of Trustees and/or Committee(s) may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion, have acted in a manner calculated to or reasonably likely to harm the interests of the Funds/Schemes or their members: Provided that such members shall be given the opportunity of submitting an appeal to an independent body against the decision of the Council or the Board of Trustees or Committee(s), whose decision shall be final and binding.

12. PAYMENT OF FEES, LEVIES AND CONTRIBUTIONS

- 12.1 Every employer shall forward monthly the payments for fees, levies and contributions prescribed in Addendum 1 to this Agreement and elsewhere in the Agreement, together with return(s) in the manner specified by the Council from time to time, to reach the Council by not later than the 10th day of the month following the month during which the employee's deductions were required to be made. Interest on late payment will be charged at a rate of 15% per annum. The return(s) shall be certified by the employer or his authorised representative as being true and correct.
- 12.2 If, in any particular month, no employees are employed and the employer is not a working employer, a NIL return, duly signed by the employer or his authorised representative, shall be submitted to the Council.
- 12.3 In the event that the establishment of its own accord elects to amend or replace a particular monthly return or when such establishment is so requested by the Council, such amendment or replacement return shall reach the Council by not later than the last day of the month in which such return was originally required to be submitted.
- 12.4 In the event that an employer or an establishment omits, fails or neglects to submit to the Council the required monthly returns and/or omits, fails or neglects to timeously deduct and pay over to the Council any due fees, levies and/or contributions, without previously formally being exempted by the Council in this regard, or without previously having supplied the Council with a prescribed and up-to-date acceptable guarantee, such employer or establishment shall be held liable to the full extent of the prevailing Collective Agreement.

13. AMENDMENT TO THE RULES

The Council or Board of Trustees with the approval of the Financial Services Conduct Authority shall have the power to prescribe, alter and amend the Funds'/Schemes' rules and to make, amend and alter the rules governing the administration of the funds. Such rules or any amendments thereof shall not be inconsistent with the provisions of any collective agreement entered into between the parties or the provisions of any legislation. A copy of the rules and any amendments thereof shall be transmitted to the Registrar of Labour Relations and/or the Financial Services Conduct Authority as the case may be.

CHAPTER 3

NEGOTIATING PROCEDURES AND DISPUTE SETTLEMENT PROCEDURES

1. Preamble

The procedures set out in this Agreement shall be adopted to deal with all disputes arising within the Council's scope.

2 Procedure for the negotiation of collective agreements

2.1 Any party of the Bargaining Council may introduce proposals for the conclusion or amendment of a collective agreement in the Bargaining Council.

2.2 The proposals must be submitted at least 2 months prior to the effective date of the amendments concerned. The proposals must be submitted to the General Secretary in writing and must identify the other parties to the proposed agreement.

2.3 Within seven days of submission of the proposals, the General Secretary must serve copies of the proposals on the other parties to the council.

2.4 Within 21 days of submission of the proposals or at any other time that all the parties agree to, the General Secretary must call a special meeting of the executive committee to consider the proposals and to decide on a process for negotiating the proposals, including-

2.4.1 the introduction of counter-proposals;

2.4.2 whether the negotiations should be concluded by the Bargaining Council, the executive committee or any other committee appointed by the Bargaining Council;

2.4.3 the possible appointment of a mediator to facilitate the negotiations; and

2.4.4 the timetable for the negotiations.

2.5 If no negotiation process is agreed upon-

2.5.1 the General Secretary must appoint a mediator to facilitate negotiations if it was so agreed upon and to conclude a collective agreement;

2.5.2 the Bargaining Council must meet at least twice within 30 days of the meeting to negotiate on the proposals and any counter proposals, unless a collective agreement has been concluded;

2.5.3 the mediator must facilitate the negotiations at those meetings and facilitate the negotiations for the conclusion of a collective agreement, unless otherwise agreed to by the parties.

2.6 If no collective agreement is concluded in the course of this process or the procedure contemplated in this clause-

2.6.1 any of the parties or both the parties to the Bargaining Council may-

2.6.1.1 refer a dispute to arbitration as contemplated in clause 3 of this Chapter; or

- 2.6.1.2 resort to a strike or a lock-out that conforms with the provisions of the Act; or
 - 2.6.2 any party to the dispute whose members are engaged in essential services may request that the dispute in respect of the employers and the employees engaged in those services be resolved through arbitration as contemplated in clause 3 of this Chapter.
 - 2.7 In the circumstances contemplated in subclause 2.6.1.1, the General Secretary must appoint any independent arbitrator, including any panellist, to arbitrate the dispute.
 - 2.8 If the parties to a dispute disagree on an arbitrator for their dispute, the General Secretary shall appoint any other arbitrator to arbitrate the dispute referred to the General Secretary in terms of this Council's Collective Agreement.
 - 2.9 During a strike or lock-out as contemplated in subclause 2.6.1.2, the parties to the dispute must attend every meeting convened by a conciliator, mediator and/or arbitrator to resolve the dispute.
 - 2.10 If any party to the dispute fails to attend without any good cause shown, the members of that party-
 - 2.10.1 if they participate in a strike, will forfeit the protection they would have enjoyed in terms of the Act;
 - 2.10.2 if they are engaged in a lock-out, will forfeit the protection they would have enjoyed in terms of the Act.
3. **Disputes between parties to the bargaining council**
- Any dispute arising between the parties to the Bargaining Council other than disputes referred to in clauses 2 and 4 of Chapter 3, shall be subject to arbitration and shall be dealt with as follows:
- 3.1 The party or parties who claim that a dispute exists must refer the dispute in writing to the General Secretary of the Bargaining Council within 30 calendar days from the date the dispute arose.
 - 3.2 The written referral must reflect the following information:
 - 3.2.1 the details of the party or parties referring the dispute;
 - 3.2.2 the details of the party or parties with whom the referring party is in dispute;
 - 3.2.3 the nature of the dispute;
 - 3.2.4 the date the dispute arose;
 - 3.2.5 the outcome the referring party requires.
 - 3.3 The referral must reach the General Secretary of the Bargaining Council together with proof from the party or parties who refer the dispute satisfying the General

Secretary that a copy of the referral has been served on all other parties to the dispute.

- 3.4 The General Secretary shall appoint an independent arbitrator, which may include a panellist, within 14 calendar days of receiving the written referral and proof that a copy of the referral has been served on all other parties to the dispute.
- 3.5 The arbitrator may conciliate and/or arbitrate the dispute in terms of the Act as if it were one of those disputes referred to in the Act and must hand down either a settlement in the case of a conciliation or a ruling in the case of an arbitration, within seven calendar days of the conciliation or arbitration been finalised.
- 3.6 The settlement or ruling as referred to in clause 3.10 above shall be final and binding on the parties to the dispute.
- 3.7 The total cost to the above-mentioned process shall be paid by the Council's General Fund.
- 3.8 The process as described in this clause may be deviated from only if a future collective agreement determines a different process or by agreement between the parties to the dispute.

4. **All other disputes**

- 4.1 All other disputes excluding the disputes referred to in clauses 2 and 3 above, must be referred to this Bargaining Council and shall be subjected to conciliation and/or arbitration and shall be dealt with in terms of the Act and the prevailing rules of the CCMA, on condition that such disputes fall within the scope of this Bargaining Council. Such disputes shall be dealt with as follows:
 - 4.1.1 The party or parties who claim that a dispute exists must refer the dispute in writing to the Bargaining Council in accordance with the provisions of the Act and the rules of the CCMA.
 - 4.1.2 The party referring the dispute must complete the referral on the prescribed referral form of the Bargaining Council.
- 4.2 The referral must reach the Bargaining Council together with proof from the party or parties who refer the dispute satisfying the Bargaining Council that a copy of the referral has been served on all other parties to the dispute.
- 4.3 The General Secretary or any delegated official shall refer the dispute to a member of the Council's panel of conciliators and/or arbitrators after receiving the written referral and proof that a copy of the referral has been served on all other parties to the dispute.

- 4.4 The arbitrator may conciliate and/or arbitrate the dispute in terms of the Act and the rules of the CCMA and must attempt to hand down either a settlement in the case of a conciliation or a ruling in the case of an arbitration.
- 4.5 A Council panellist may be appointed to both the conciliation and arbitration panels and a panellist shall be eligible for reappointment if the Council so wish, unless he or she has indicated otherwise in writing to the General Secretary.
- 4.6 A fund shall be established by the Bargaining Council to meet the expenses incurred during this dispute resolution process.
- 4.7 The fund referred to above may be funded by-
 - 4.7.1 Regularly applying for subsidies to the governing body of the CCMA as prescribed;
 - 4.7.2 the Council charging fees for performing any of these functions for which it is accredited and which functions it is allowed to perform in terms of the Act;
 - 4.7.3 instituting a dispute resolution levy which will be payable by the employers and employees in the Industry.
- 4.8 All expenses incurred through the dispute resolution process shall be paid by the fund referred to in clause 4.6.
- 4.9 The provisions of clause 4 of Chapter 2 of this Agreement regarding financial control of funds shall apply to this fund.

5. General

- 5.1 Functions to be performed by the Council in terms of this Agreement shall be performed by the General Secretary. The General Secretary may delegate any of his functions and responsibilities.
- 5.2 Expenses incurred through conciliation and/or arbitration proceedings may be charged in any manner, but at a reasonable rate to be determined by the Council. A commissioner who presides in any conciliation or arbitration proceedings at this Council is hereby empowered to impose any fee, fine or penalty allowed or prescribed either by the Act, the CCMA rules or as such commissioner may reasonably deem fit.
- 5.3 The Council shall establish and maintain panels of arbitrators and conciliators to carry out the arbitration and conciliation functions in terms of this Agreement. The Council may at any stage decide to remove a person from a panel for whatever reason it considers appropriate including, but not limited to, incapacity or misconduct. Any other independent accredited conciliator or arbitrator may be used if good cause can be shown.

- 5.4 Any notice or service required in terms of this Agreement may be given by telefax, hand delivery, registered post, telegram or telex.
- 5.5 The Council may be a party to a dispute which is processed in terms of this Agreement.
- 5.6 Expressions and phrases in this Collective Agreement, unless the context otherwise indicates, have the same meaning as those defined in the Labour Relations Act, 1995.

5.7 ***Referral of disputes***

All disputes which may be referred to a bargaining council in terms of the Act, and which fall within this Council's registered scope, shall be referred to this Council in accordance with the Act and the rules of the CCMA.

5.8 ***Lodging of complaints***

All complaints with regard to the non-compliance of this Agreement shall be lodged with this Council. The Council shall investigate all such complaints and may take whatever steps it deems necessary to resolve such complaints. In this regard, without limiting the powers of the Council or the powers of agents/designated agents of the Council, the powers specifically reflected in Sections 33 and 33A of the Act shall be utilised to resolve such complaints in the most amicable way. This may include the conciliation and/or arbitration procedures in terms of the Act and the rules of the CCMA.

5.9 ***Compliance orders***

Without limiting the powers of the Council, the Council may issue compliance orders, which call upon an establishment, a person or party to act in accordance with or comply in a specific manner and within a specific time period with the provisions of this Collective Agreement.

5.10 ***Appointment of an independent agency***

In the event of an accredited agency being appointed as contemplated in clause 5.3 above to conciliate or arbitrate any of the disputes of the Council for whatever reason, such disputes shall nevertheless be conducted in accordance with this Agreement.

5.11 ***Recovery of collection commission***

In the event of the Council appointing attorneys and/or agents in relation to the enforcement and collection of any fees, levies and contributions owing to the Council in terms of this agreement then, over and above any amounts due to the Council, the party liable for such amounts will also be liable for any commissions and other expenses payable by the Council relating to the recovery of such fees, levies and contributions.

CHAPTER 4

OCCUPATION SKILLS LEVELS - FURNITURE, BEDDING AND UPHOLSTERY SECTOR

1. General worker

Work at this level is of a manual and/or repetitive nature. Minimum skill is required and limited discretion and limited judgement applies. The employee will work under direct supervision.

Nature of work performed:

All types of manual labour of a repetitive nature.

Some job titles:

Truck assistant, cleaner, machine feeder, packer, stacker, sand paperer, operating a filling machine, securing mattress panels to springs, tea persons, other non-production operations, etc.

2. Semi-skilled employee

Employees at this level will have limited skills training and are required to exercise limited discretion in performing tasks.

Employees work under direct supervision.

They will have a basic understanding of work flow and sectional output, meeting required quality standards.

Nature of work performed:

- Setting up and/or operating continuous processing machines.
- Clerical staff e.g. storeman, despatch clerk, etc

Some job titles:

Spray painting, silk screening, upholstering basic furniture e.g. occasional chairs, dining room/kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers, assemblers, etc.

3. **Skilled employee**

Employees at this level either have a recognised tertiary qualification or have gained competence through experience.

The employee is required to exercise a considerable degree of discretion and will be able to read technical drawings where necessary.

The employee must accept responsibility for meeting production outputs at an acceptable quality level.

Qualifications and nature of work performed:

- All artisans who obtained a recognised artisan qualification.
- Technical staff who obtained a recognised technical qualification equivalent to at least M + 3.
- Using a computer to construct working drawings and production schedules.

4. **Chargehand**

Employees at this level will have a broad knowledge of the discipline that they supervise. They may be working chargehands or supervisory chargehands. They must be competent and trained in people management skills and will be responsible for outputs in the section within acceptable parameters. These employees will be supervisors of only general workers.

They will be required to exercise analytical skills with a relevant high level of decision making.

5. **Foreman/Supervisor**

Employees at this level will have experience in more than one discipline with competency in people management skills (e.g. motivation, discipline, safety and security, etc.)

They will be able to work from complex drawings and will be able to interpret and apply technical skills. They will be versed in on the job training. Employees at this level will regularly meet output targets maintaining an acceptable quality standard.

ADDENDUM 1

FEES, LEVIES AND CONTRIBUTIONS PAYABLE TO THE COUNCIL

1. LEAVE PAY FUND CONTRIBUTIONS

- 1.1 Leave Pay Fund contributions shall only be payable by the employer to the Council and are calculated at a rate of 6.25% of the ordinary hours worked by the employee and on the hours which would ordinarily have been worked by the employee on:
- 1.1.1 paid public holidays;
 - 1.1.2 paid trade union representative leave days;
 - 1.1.3 paid sick leave days;
 - 1.1.4 paid family responsibility leave days; and
 - 1.1.5 paid study leave days.
- 1.2 The amount payable for working employers shall be at a rate of 6.25% of a foreman's prescribed minimum hourly rate of pay.
- 1.3 No Leave Pay Fund contributions are payable on wages which are payable for overtime wages, hours worked on a Sunday and allowances.

2. HOLIDAY BONUS FUND CONTRIBUTIONS

- 2.1 Holiday Bonus Fund contributions shall only be payable by the employer to the Council and are calculated at the prescribed rates when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 2.1.1 paid public holidays;
 - 2.1.2 trade union representative leave days;
 - 2.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
 - 2.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

2.2 The Holiday Bonus Fund contributions payable to the Council shall be determined as follows:

- 2.2.1 8.75% of the employee's ordinary weekly wages, if the employee has lost 20 minutes or less of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.
- 2.2.2 5% of the employee's ordinary weekly wages, if the employee has lost between 21 minutes and 60 minutes of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.
- 2.2.3 0% of the employee's ordinary weekly wages, if the employee has lost more than 60 minutes of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.
- 2.2.4 8.75% of a foreman's weekly rate of pay for working employers.
- 2.2.5 No Holiday Bonus Fund contributions are payable on wages which are payable for overtime wages, hours worked on a Sunday, allowances and on wages which are payable for study leave days.
- 2.2.6 An employee shall be entitled to Holiday Bonus Fund contributions at the prescribed rate for a full day if he has reported to his place of work when required to be present by the employer, on any day when that establishment is working **short time**.

3. PROVIDENT FUND CONTRIBUTIONS

3.1 Provident Fund contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of the hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

- 3.1.1 paid public holidays;
- 3.1.2 trade union representative leave days;
- 3.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 3.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

3.2 The Provident Fund contributions payable to the Council shall be as follows for:

- 3.2.1 *General Workers:* R39-00 (6% of R650-00) per week from the employee PLUS an equal amount per week from the employer, subject to the standard Death and Disability Scheme contributions (refer to clause 9.3) being diverted from these Provident Fund contributions.
- 3.2.2 *All other Occupation Skills Levels:* R56-40 (6% of R940-00) per week from the employee PLUS an equal amount per week from the employer, subject to the standard Death and Disability Scheme contributions (refer to clause 9.3) being diverted from these Provident Fund contributions.
- 3.2.3 *Working Employers:* R112-80 (12% of R940-00) per week, subject to the standard Death and Disability Scheme contributions (refer to clause 9.3) being diverted from these Provident Fund contributions.

4. ADDITIONAL PROVIDENT FUND CONTRIBUTIONS

- 4.1 Additional Provident Fund contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of the hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 4.1.1 paid public holidays;
 - 4.1.2 trade union representative leave days;
 - 4.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
 - 4.1.4 family responsibility leave days for the first 2 days only which are

related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

4.2 All employees and all employers, including working employers who do not qualify for membership of either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society, shall pay additional Provident fund contributions equal to the Furnmed Sick Benefit Society's member contributions:

4.2.1 Additional Provident Fund contributions payable **(for all areas excluding the Free State Province)**

4.2.1.1 Employees in Industry - refer to clause 5.1.2 and clause 5.1.3 below.

4.2.1.2 Employers in Industry - refer to clause 5.1.2 and clause 5.1.3 below.

4.2.1.3 Working employers in Industry - refer to clause 5.1.6 below.

4.2.2 Additional Provident Fund contributions payable **(for the Free State Province ONLY)**

4.2.2.1 Employees in Industry - refer to clause 5.2.2 and clause 5.2.3 below.

4.2.2.2 Employers in Industry - refer to clause 5.2.2 and clause 5.2.3 below.

4.2.2.3 Working employers in Industry - refer to clause 5.2.6 below.

5. SICK BENEFIT SOCIETIES

5.1 **FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS (for all areas excluding the Free State Province)**

5.1.1 Furnmed Sick Benefit Society contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

5.1.1.1 paid public holidays;

5.1.1.2 trade union representative leave days;

5.1.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the

employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

- 5.1.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 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.
- 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 the employer.
- 5.1.4 Adult dependants: R45-00 per week payable, per adult dependant, payable by the employee only.
- 5.1.5 Minor dependants: R45-00 per week, per minor dependant, payable by the employee only.
- 5.1.6 Extraordinary dependants: R103-00 per week, per extraordinary dependant, payable by the employee only.

5.2 FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS (for the Free State Province ONLY)

- 5.2.1 Furnmed Sick Benefit Society contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
 - 5.2.1.1 paid public holidays;
 - 5.2.1.2 trade union representative leave days;
 - 5.2.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

- 5.2.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 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.
- 5.2.3 Member earning R500 or more: R40-00 per week payable by the employee and R71-00 per week payable by the employer.
- 5.2.4 Adult dependants: R45-00 per week payable, per adult dependant, payable by the employee only.
- 5.2.5 Minor dependants: R45-00 per week, per minor dependant, payable by the employee only.
- 5.2.6 Extraordinary dependants: R96-00 per week, per extraordinary dependant, payable by the employee only.

**5.3 NUFAWSA SICK BENEFIT SOCIETY – STANDARD TYPE BENEFIT OPTION
(for all areas excluding the Free State Province)**

- 5.3.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 5.3.1.1 paid public holidays;
- 5.3.1.2 trade union representative leave days;
- 5.3.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a

public holiday; and

- 5.3.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 5.3.2 Member plus 1 to 3 dependants: R62-50 per week payable by the employee and R60-50 per week payable by the employer.
- 5.3.3 4th and more dependants: R12-50 per week, per dependant, payable by the employee only.
- 5.3.4 Extraordinary dependants: R92-00 per week, per extraordinary dependant, payable by the employee only.

5.4 NUFAWSA SICK BENEFIT SOCIETY – STANDARD TYPE BENEFIT OPTION (FOR the Free State Province ONLY)

- 5.4.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
 - 5.4.1.1 paid public holidays;
 - 5.4.1.2 trade union representative leave days;
 - 5.4.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
 - 5.4.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of

the relevant death certificate by the employee to his employer.

- 5.4.2 Member plus 1 to 3 dependants: R17-50 per week payable by the employee and R71-00 per week payable by the employer.
- 5.4.3 4th and more dependants: R12-50 per week, per dependant, payable by the employee only.
- 5.4.4 Extraordinary dependants: R92-00 per week, per extraordinary dependant, payable by the employee only.

5.5 NUFAWSA SICK BENEFIT SOCIETY – SELECT TYPE BENEFIT OPTION (for all areas excluding the Free State Province)

5.5.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator for all newly employed employees who earn R700-00 or less per week and who are eligible for membership of the NUFAWSA Sick Benefit Society and shall be payable only when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

- 5.5.1.1 paid public holidays;
- 5.5.1.2 trade union representative leave days;
- 5.5.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 5.5.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

5.5.2 The NUFAWSA Sick Benefit Society contributions shall be determined as follows for:

Member: R30-00 per week payable by the

employee and R48-73 per week
payable by the employer.

5.6 NUFAWSA SICK BENEFIT SOCIETY – SELECT TYPE BENEFIT OPTION (for the Free State Province ONLY)

5.6.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator for all newly employed employees who earn R700-00 or less per week and who are eligible for membership of the NUFAWSA Sick Benefit Society and shall be payable only when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:".

5.6.1.1 paid public holidays;

5.6.1.2 trade union representative leave days;

5.6.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

5.6.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

5.6.2 The NUFAWSA Sick Benefit Society contributions shall be determined as follows for:

| | |
|---------|--|
| Member: | R15-00 per week payable by the employee and R54-00 per week payable by the employer. |
|---------|--|

5.7 Increases in employer and/or employee contributions payable to the Furnmed Sick Benefit Society and the NUFAWSA Sick Benefit Society shall be negotiated annually.

6. COUNCIL LEVIES

- 6.1 Council levies shall be payable to the Council at the prescribed rates by the employer and employee when more than **1 hour or more** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 6.1.1 paid public holidays;
 - 6.1.2 trade union representative leave days;
 - 6.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
 - 6.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 6.2 The Council levies payable to the Council shall amount to R11-70 per employee per week payable by the employer and R11-70 per week payable by the employee.

7. REGISTRATION FEE

Every employer who registers with this Council shall pay the following applicable registration fee, per establishment upon registration:

| | |
|------------------|---------|
| 0 employees | R500-00 |
| 1 – 10 employees | R600-00 |
| 11+ employees | R700-00 |

8. DEATH AND DISABILITY SCHEME (D.D.S.) CONTRIBUTIONS AND PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED EMPLOYEE CONCESSION

- 8.1. **YEAR ONE to YEAR THREE:** These **D.D.S. contributions** are exclusively applicable to newly employed employees from year one to year three of employment and shall be payable to the Council at the prescribed rates by the employer only when more than **20 hours' wages** per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

- 8.1.1 paid public holidays;
- 8.1.2 trade union representative leave days;
- 8.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 8.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 8.2 The **D.D.S. contributions** for employees employed under the **Newly Employed Employee Concession (NEEC)** payable to the Council shall amount to the following:
- | | | |
|-------|--|---|
| 8.2.1 | YEAR ONE to YEAR THREE of employment | R10-46 per week per employee, payable by the employer ONLY. |
| 8.2.2 | YEAR FOUR of employment | R8-00 per week payable by the employee and R8-00 per week payable by the employer. |
| 8.2.3 | YEAR FIVE of employment and onwards | R13-25 per week payable by the employee and R13-25 per week payable by the employer (refer to clause 9.3). |
- 8.3 **Provident Fund contributions** for employees employed under the **Newly Employed Employee Concession (NEEC)** payable to the Council shall amount to the following:
- | | | |
|-------|--|---|
| 8.3.1 | YEAR FOUR of employment <i>General Worker:</i> | R19-50 (3% of R650-00) per week from the employee PLUS an equal amount per week from the employer, subject to Death and Disability Scheme contributions (refer to clause 8.2.2) being diverted from these Provident Fund contributions. |
|-------|--|---|

All other Occupation:

Skills Levels:

R28-20 (3% of R940-00) per week from the employee PLUS an equal amount per week from the employer, subject to Death and Disability Scheme contributions (refer to clause 8.2.2) being diverted from these Provident Fund contributions.

8.3.2 YEAR FIVE of employment and onwards

General Worker:

R39-00 (6% of R650-00) per week from the employee PLUS an equal amount per week from the employer, subject to the standard Death and Disability Scheme contributions (refer to clause 9.3) being diverted from these Provident Fund contributions.

All other Occupation

Skills Levels:

R56-40 (6% of R940-00) per week from the employee PLUS an equal amount per week from the employer, subject to the standard Death and Disability Scheme contributions (refer to clause 9.3) being diverted from these Provident Fund contributions.

9. STANDARD DEATH AND DISABILITY SCHEME (STANDARD D.D.S.) CONTRIBUTIONS

- 9.1 The contributions for the standard D.D.S. shall be diverted from the employee's weekly prescribed Provident Fund contributions as well as from the employer's weekly prescribed Provident Fund contributions;
- 9.2 The abovementioned contributions for the standard D.D.S. shall provide for funeral, death and disability benefits for Industry employees, by means of an insurance premium, if applicable, and the D.D.S. administration costs;
- 9.3 An amount of R13-25 per employee per week as well as an amount of R13-25 per employer per week shall be diverted from their Provident Fund contributions for the purposes of this Scheme.

10. DEATH AND DISABILITY SCHEME (D.D.S.) CONTRIBUTIONS IN RESPECT OF THE NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

10.1 The D.D.S. contributions for employees employed under the Newly Established Small Employer Concession (NESEC), payable to the Council, shall amount to the following:

| | |
|--------------------------------|--|
| PHASE ONE and PHASE TWO | R10-46 per week per employee, payable by the employer ONLY. |
|--------------------------------|--|

11. DISPUTE RESOLUTION LEVY

11.1 Dispute Resolution levies shall be payable to the Council at the prescribed rates by the employer and employee when **1 hour or more** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

11.1.1 paid public holidays;

11.1.2 trade union representative leave days;

11.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

11.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

11.2 The Dispute Resolution levies payable to the Council shall amount to R1-00 per employee per week payable by the employer and R1-00 per week payable by the employee.

ADDENDUM 2

1. Prescribed across the board increases of actual hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour– subject to Addendum 4 (*for all areas excluding the Free State Province*);

| Sector | Occupation Skills Level | Occupation Skills Level Code | Prescribed across the board increases of actual hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour-- subject to Addendum 4 (for all areas excluding the Free State Province) |
|-------------------------------|-------------------------|------------------------------|--|
| Furniture, Bedding Upholstery | General worker | 05 | 7% increase of actual hourly rate of pay |
| | Semi-skilled employee | 04 | 7% increase of actual hourly rate of pay |
| | Skilled employee | 03 | 7% increase of actual hourly rate of pay |
| | Chargehand | 02 | 7% increase of actual hourly rate of pay |
| | Foreman/Supervisor | 01 | 7% increase of actual hourly rate of pay |

1.1 In the event that employees who received the across the board wage increases still receive hourly rates of pay less than the minimum hourly rates of pay of their respective occupation skills levels, these employees must receive an additional adjustment of their hourly rates of pay to be at least that of the minimum prescribed hourly rate of pay for the applicable occupation skills level.

2. Prescribed minimum hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour (for all areas excluding the Free State Province):

| Sector | Occupation Skills Level | Occupation | Prescribed minimum hourly |
|--------|-------------------------|------------|---------------------------|
|--------|-------------------------|------------|---------------------------|

| | | Skills Level Code | rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour (<i>for all areas excluding the Free State Province</i>) |
|-------------------------------------|-----------------------|----------------------|---|
| Furniture, Bedding Upholstery | General worker | 05 | R20-00 per hour |
| | Semi-skilled employee | 04 | R22-47 per hour |
| | Skilled employee | 03 | R24-02 per hour |
| | Chargehand | 02 | R25-91 per hour |
| | Foreman/Supervisor | 01 | R25-91 per hour |

2.1. In the event that the Government implements the national minimum hourly rate of pay or any amendments thereto after 1 May 2019 and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.

3. **Subsistence allowance (*for all areas excluding the Free State Province*)**

A minimum subsistence allowance of R80-00 per night is payable.

ADDENDUM 3

**PRESCRIBED ACROSS THE BOARD INCREASES OF ACTUAL HOURLY RATES OF PAY,
MINIMUM HOURLY RATES OF PAY AND SUBSISTENCE ALLOWANCE (*for
the Free State Province ONLY*)**

1. Prescribed across the board increases of actual hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour- subject to Addendum 4 (*for the Free State Province ONLY*):

| Sector | Occupation Skills Level | Occupation Skills Level Code | Prescribed across the board increases of actual hourly rates of pay effective for |
|--------|-------------------------|------------------------------------|---|
|--------|-------------------------|------------------------------------|---|

| | | | |
|-------------------------------|-----------------------|----|--|
| | | | parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour– subject to Addendum 4 (for the Free State Province ONLY) |
| Furniture, Bedding Upholstery | General worker | 05 | 7% increase of actual hourly rate of pay |
| | Semi-skilled employee | 04 | 7% increase of actual hourly rate of pay |
| | Skilled employee | 03 | 7% increase of actual hourly rate of pay |
| | Chargehand | 02 | 7% increase of actual hourly rate of pay |
| | Foreman/Supervisor | 01 | 7% increase of actual hourly rate of pay |

1.1 In the event that employees who received the across the board wage increases still receive hourly rates of pay less than the minimum hourly rates of pay of their respective occupation skills levels, these employees must receive an additional adjustment of their hourly rates of pay to be at least that of the minimum prescribed hourly rate of pay in terms of the National Minimum Wage Act, for the applicable occupation skills level.

2. **Prescribed minimum weekly hourly rates of pay effective for parties from the first full pay week in MAY 2019 and for non-parties on such date as may be determined by the Minister of Labour (for the Free State Province ONLY):**

| Sector | Occupation Skills Level | Occupation Skills Level Code | Prescribed minimum hourly rates of pay effective for parties from the first pay week in MAY 2019 and for non-parties on such date as may be |
|--------|-------------------------|------------------------------|---|
|--------|-------------------------|------------------------------|---|

| | | | |
|-------------------------------------|-----------------------|----|---|
| | | | determined by the Minister of Labour (for the Free State Province ONLY) |
| Furniture, Bedding Upholstery | General worker | 05 | R20-00 per hour |
| | Semi-skilled employee | 04 | R20-30 per hour |
| | Skilled employee | 03 | R22-93 per hour |
| | Chargehand | 02 | R24-60 per hour |
| | Foreman/Supervisor | 01 | R24-60 per hour |

2.1 In the event that the Government implements the national minimum hourly rate of pay or any amendments thereto after 1 May 2019 in terms of the National Minimum Wage Act and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such national minimum hourly rate of pay in terms of the National Minimum Wage Act.

3. **Subsistence allowance (for the Free State Province ONLY)**

A minimum subsistence allowance of-

- 3.1 R160-00 per day is payable, where the employee pays for his own food and accommodation;
- 3.2 R65-00 per day is payable, where the employer pays for the employee's accommodation only.

ANNEXURE A

AGREEMENT ON PICKETING

Made and entered into by and between:

(the Employer Association)

and

(the Union)

(the Union)

1. OBJECTIVE

- 1.1 The picketing rules are intended to regulate the relationship between management and its employees and the union during the course of a legal picket. The parties accept the conventions of collective bargaining and that union members and supporters / employees in the bargaining unit may wish to picket peacefully in support of any protected strike or in opposition to any lockout.
- 1.2 These rules are intended to facilitate peaceful picketing at company premises in the designated areas indicated before picketing commences and must be followed without exception by all parties. Any indulgence or departure from these rules, which may be granted from time to time, shall be reduced to writing and shall in no way constitute a permanent waiver or amendment of these rules.
- 1.3 The Union and the Employer ("**the Parties**") expressly agree to the picketing rules contained herein which will find application at all places of business where the Employer operates.
- 1.4 This agreement will also be binding on any members, employees and/or supporters who seek to exercise any of the rights conferred by Part A of the Labour Relations Act 66 of 1995 ("**LRA**") or any other rights recognised in law.
- 1.5 The Parties agree to Section 69 of the Labour Relations Act 66 of 1995 ("**LRA**") as amended from time to time, including the Code of Good Practice on Picketing as contained in Part B of the LRA.
- 1.6 These picketing rules shall apply for the duration of any future protected / unprotected industrial action and the Parties agree that where the word picketing or picketer appears, that this will also apply to strike, striker or striking employee.

2. NOTICE: OFFICIALS AND PICKETING

- 2.1 A convener(s) (appointed by the union) will oversee the picketing. A convener must be a member or an official of the union. This person should, at all times, be in possession of a copy of this signed agreement.
- 2.2 The union will endeavour to appoint sufficient picketing marshals to monitor and control the pickets. Marshals should have the contact details of the convener, the trade union office and any persons appointed to oversee the picket, in the absence of the convener. The marshals should be clearly identified as marshals. The union shall ensure that the marshals and the shop stewards are aware of applicable law; any agreed picketing provisions and the steps to be taken to ensure that the picket is conducted peacefully.
- 2.3 Marshals shall, as far as possible, be appointed from amongst the employee representatives of a specific site where the Company operates if picketing takes place at that site's premises.
- 2.4 The convener (the person nominated by the trade union) or the union must notify the company in writing of an intended picket at any of its premises or sites where the Company performs its work at least 48 hours before such picketing commences.
- 2.5 The notice should contain the following information:

Commencement of the picket:

Date of intended picketing: _____

Commencement Time: _____

Union(s) involved: _____

Name of union official(s) in charge: _____

Union Tel No: _____

Union Fax No: _____

Name of convener(s) in charge: _____

Tel No: _____

Name of premises or site(s) where picketing is contemplated:

Address of venue (other than a company's premises) where picketing is intended, if any:

- 2.6 The company and the Association will notify the union of the name and contact details of the company and Association's representative(s) who will be responsible for communication with the convener or the marshals and the employee representatives, at the company should the need arise.
- 2.7 In the event that any meetings are required between the parties in paragraph 2.5 above, at least two (2) of the employee representatives must be present at the meeting as employee representatives shall remain responsible to:
- ❖ Act as representatives of picketing employees
 - ❖ Maintain order amongst picketing employees
 - ❖ Assist with communication between company representatives, the union and employees.

3. PICKETING AREAS AND ACCESS

- 3.1 Access to a company's premises and demarcated picketing areas shall, where necessary, be determined by parties' members at site level before such picketing commences.
- 3.2 The employer will ensure that toilet facilities and access to drinking water is available to picketing participants at the onset of the picket whether the demarcated picketing area is on or outside the company premises.
- 3.3 Access to the employer's premises shall be limited to the employees and labour ordinarily employed and/or working at such premises.
- 3.4 If the only sanitary and or drinking water facilities available are on the Employer's premises, management will control access to the facilities, the latter which will include, but not be limited to, determining the number of participants who may at any one time have access to the premises, the facilities that may be used, as well as the area / pathway that may be

accessed. The participants will be obliged to behave in an orderly and lawful manner while using such facilities and will not in any way disrupt any business operations.

- 3.5 All participants in the picket who enter and leave the premises for the purpose of accessing the abovementioned facilities may be searched. Those who unreasonably refuse to be searched shall not be granted access to the facilities.

4. CONDUCT OF PICKETERS /EMPLOYER

Picketing shall be subject to the following:

- 4.1 Placards and banners may be carried and chanting, singing, as well as dancing may take place, provided that this does not infringe any law, intimidate any person or interfere with the company's business operations.
- 4.2 It shall be confined to areas demarcated for such.
- 4.3 Picketers shall not, whether on or off company premises:
- 4.3.1 Disrupt or attempt to disrupt ongoing operations of the company, nor hinder, harm or intimidate non-striking employees, other employees or persons associated with the company.
- 4.3.2 Hinder or damage any company property or machinery or vehicles or that of any supplier or customer of the company.
- 4.3.3 Hinder or harm or interfere with any vehicle entering or leaving the company's premises or in any other way going about the lawful business of the company on any public or private road.
- 4.3.4 Hinder, harm, threaten, intimidate or interfere with supplies to customers and neighbours of the company.
- 4.3.5 Consume, or be in possession of, or be intoxicated by alcohol or other forms of drugs. No intoxicated employee or employee suspected of being intoxicated shall be given access to the premises of the company or operating site.
- 4.3.6 Carry or be in possession of any form of weapon or potential weapon whilst picketing.
- 4.3.7 Commit any action that may be unlawful, including but not limited to any action which is, or may be perceived to be violent.
- 4.4 All picketing employees shall, at all times, be subject to the disciplinary procedures, rules and policy of the company.
- 4.5 Picketers may be addressed by Union Officials.

4.6 The Employer must:

4.6.1 Receive memoranda when invited to do so by a Union.

4.6.2 Prior to or at the onset of the picketing, liaise with one or more of the participant's available representatives who are designated as the convener, marshals, shop stewards and union officials to ensure compliance with this agreement.

4.7 The Employer may not:

4.7.1 Directly or indirectly hinder the conduct of a lawful picket.

4.7.2 Intimidate, threaten or otherwise undermine any employee's right to participate in the picket.

4.7.3 Take disciplinary action against an employee for participating in a lawful picket.

5. FREEDOM OF ASSOCIATION

5.1 The decision to picket or not, shall be the free and unfettered decision of each employee.

6. IMPLEMENTATION

6.1 The picketing rules shall come into effect after the 48 hour strike notice expires, and from when the strike action in fact commences, whichever occurs first.

6.2 The Parties will each take reasonable and effective steps to ensure full compliance with this Agreement and furthermore to ensure that there are no acts in breach thereof.

7. ENFORCEMENT OF THIS AGREEMENT

7.1 The parties agree that each will take prompt reasonable and effective steps to ensure the preservation of the letter and spirit of this agreement and that they will act either unilaterally or when called upon to do so, to prevent any acts in breach of this agreement and to act swiftly and decisively to discipline any person who interferes with the orderly conduct of the picket, any peaceful picketing or the conduct of the company's lawful business.

8. DISPUTES

- 8.1 In the event of a dispute arising over compliance with the terms of this agreement, the marshals appointed in terms of this agreement above and the Union office bearers in charge of the picket shall meet with representatives of the Employer in an endeavour to resolve the dispute, immediately at the site of dispute.
- 8.2 If the cause for the breach is not removed within a reasonable time, the offended party including any person in control of, or who owns the area from which the Employer or its Client operates, will have the right to approach the CCMA in terms of Section 69(8) of the LRA for determination, or take such other action as may be available to it.
- 8.3 Nothing in this agreement shall limit the right of either Party to take action in accordance with it in terms of the LRA, or any other relevant law, or to approach the Court urgently or otherwise for appropriate relief including a prayer to suspend the picket or strike due to its non-compliance with this agreement.

9. GENERAL

- 9.1 No relaxation or indulgence which either party may show to the other shall in any way prejudice or be deemed to be a waiver of the rights in terms of this contract. Such relaxation or indulgence shall also not preclude any party from exercising their rights in terms of this agreement in respect of any continued or future breach.
- 9.2 It is expressly stated that this agreement comprises the total agreement between the parties and that unless any amendment, addition thereto or consequential cancellation thereof, is not reduced to writing and signed by the relevant parties, it will be deemed to be null and void.

Signed on this _____ day of _____ 2020 at _____

FOR: The Association

Witness

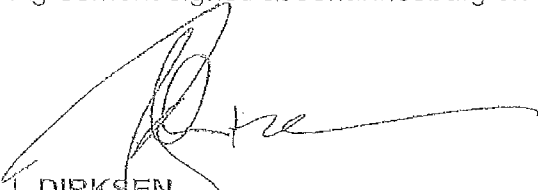
FOR: The Union

Witness

FOR: The Union

Witness

Agreement signed at Johannesburg on this 19th day of November 2019.



L. DIRKSEN
Chairman of the Council



P. NTIMANE
Vice-Chairman of the Council



W. JANSE VAN RENSBURG
General Secretary

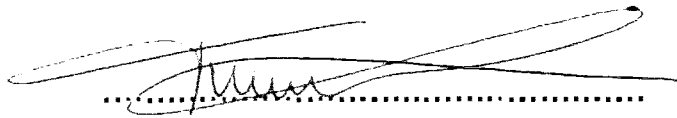
DEPARTMENT OF LABOUR

NO. 325

20 MARCH 2020

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY (GAUTENG):
EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT**

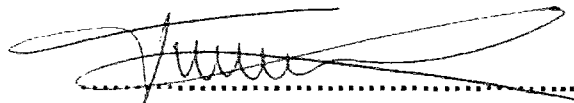
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Canvas Goods Industry (Gauteng)**, 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 publication of this Notice and shall remain in force until such time as the Agreement is amended, amplified or replaced by a new Collective Agreement.

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

DATE: 05/03/2020

UMNYANGO WEZEMISEBENZI NABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY (GAUTENG):
UKWELULWA KWESIVUMELWANO ESIYINGQIKITHI SOMKHANDLU SELULELWA
KULABO ABANGEYONA INGXYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi**Bargaining Council for the Canvas Goods Industry (Gauteng)**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhla siguqulwa nomaSibuyiselwa ngesinye isivumelwano esisha.

**NUMZANA TW NXESI, MP****UNGQONGQOSHE WEZEMISEBENZI NABASEBENZI****USUKU:** 05/03/2020

"X"

SCHEDULE**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY
(GAUTENG)****MAIN COLLECTIVE AGREEMENT FOR THE CANVAS GOODS INDUSTRY**

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

Canvas Employers' Organisation

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

And

Southern African Clothing and Textile Workers Union (SACTWU)

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Bargaining Council for the Canvas Goods Industry (Gauteng).

1. SCOPE OF AGREEMENT

- 1.1 The terms of this Agreement shall be observed by employers and employees in the Canvas Goods Industry as defined hereunder, in the Province of Gauteng:

"Canvas Goods Industry" or "industry" means without in any way limiting the ordinary interpretation of the term, Industry relating to the making up of goods or articles from any or some of the following materials:

- (i) Canvas made from cotton, flax, jute, hemp or similar decorated vegetable and/or acrylic fibres or mixtures thereof;
- (ii) Rope made from manila, sisal, cotton, coir or similar decorated vegetable and/or acrylic fibres or mixtures thereof;

and include the manufacture of articles from hessian, bunting, culico, webbing and other similar materials whether unproofed, proofed or otherwise treated providing that the production thereof is incidental to the activities described in (i) and (ii) above, and includes the manufacture of articles from a plastic fabric where such articles form part of and are manufactured by employers engaged in the manufacture of the articles described in (i) and (ii): Provided that the said interests shall not include the undertakings, industries, trades or occupations in respect of which the Transnet Bargaining Council is registered.

- 1.2 Notwithstanding the provisions of sub clause 1.1 above, the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement and employers of such employees.

2. PERIOD OF OPERATION

- 2.1 This Agreement is binding on parties from date of signature of the Agreement.
2.2 This Agreement shall come into operation on such date fixed by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995 to be the effective date from which the Agreement shall be extended to become binding on non-parties and the Agreement shall remain in force until such time as the Agreement is amended, amplified or replaced by a new Collective Agreement.

2A DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, No. 66 of 1995, shall have the same meaning as in that Act; and unless the contrary intention appears, words implying the masculine gender shall include females, and those signifying the singular shall include the plural and vice versa; furthermore unless inconsistent with the context-

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

"blindhanger" means an employee who supervises the operation of putting up blinds or awnings and who is engaged in cutting to design or pattern, marking out designs for, and/or drawing plans for, and /or estimating costs of, and/or measuring and/or erecting blinds and/or awnings and who may fix the frames of such blinds and/or awnings;

"Council" means the Bargaining Council for the Canvas Goods Industry (Gauteng).

"chopper-out-unqualified" means an employee who cuts out material according to templet or marks by hand or machine;

"chopper-out-qualified" means a chopper – out who has not less than one and a half years' experience;

"cutter" means an employee, other than a blindhanger, who marks out material other than by means of templet, according to measurement or specifications supplied to or made by him and who may cut such material and supervise choppers – out and/or labourers;

"cutter-qualified" means a cutter who has had not less than two and half years' experience;

"cutter-learner" means a cutter who has had less than two and a half years' experience;

"daily wage" means the weekly wage divided by the number of hours ordinarily worked per week and multiplied by the number of hours ordinarily worked per day in an establishment;

"driver (staff)" means an employee who drives a passenger vehicle for the convenience of staff, management and workmen exclusively, excluding the conveyance of any materials and equipment of any establishment;

"driver (deliveries)" means an employee who drives a motor vehicle for the conveyance, delivery and/or distribution of goods and/or manufactured articles and/or raw materials of any establishment, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"emergency work" means work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work;

"employee" means any person, excluding an independent contractor, who works for another person or for the State and who receives, or is entitled to receive, any remuneration, and any other person who in any manner assists in the carrying on or conducting the business of an employer. An employee (including a part-time or casual employee) who is employed for longer than three months shall be deemed to be permanent and will be entitled to the same benefits as are enjoyed by full-time employees;

"establishment" means any place in which any operations in connection with the Industry are carried on and includes any premises where a person is employed in any of the classes of work specified in this agreement;

"experience" means the total period(s) of employment, which an employee has had in the Industry;

"foreman" means an employee with not less than five years' experience in the Industry who is in charge of the employees in an establishment and who exercises control over such employees and is responsible for the efficient performance by them of their duties and who may perform any other duties or operations;

"general assistant" means an employee who-

- (i) assists a foreman or blindhanger in any or all his duties;
- (ii) constructs frames for blinds and/or awnings and fits blinds and/or awnings to such frames;
- (ii) carries out roping, hand sewing of grommets, hooks and eyes, water bag mouthpieces, corks, dees and straps;

"general assistant qualified" means an employee engaged or occupied with any or all of the occupations of a general assistant and who has had not less than two and half years' experience in any or all such occupations;

"general assistant unqualified" means an employee engaged or occupied on any or all the occupations of a general assistant and who has had less than two and a half years' experience in any or all such occupations;

"general worker" and/or "labourer" means an employee wholly or mainly in one or more of the following duties or capacities:

- (1) cleaning or washing premises, animals, machinery, implements, tools, utensils, vehicles or other articles including finished articles;
- (2) lime-washing compounds, latrines, stables, outbuildings and similar buildings and structures;
- (3) loading and unloading;
- (4) lifting, carrying, moving or stacking articles, pushing or pulling any vehicle;
- (5) making and maintaining fires and removing refuse;
- (6) loosening, taking out, breaking or spreading stone, clay or sand, digging trenches or foundations, or other excavation work;
- (7) cutting down, destroying or removing trees or vegetation;
- (8) demolishing buildings or other structures;
- (9) feeding into or taking off from machines, excluding printing machines; feeding into or drawing off from tanks or vats under supervision;
- (10) mixing ash and cement or cement and sand, mortar, concrete, stone or bitumen by hand and spreading concrete or bitumen by shovel, rake, fork or barrow;
- (11) opening or closing doors, boxes, packages, bales, sacks or bags; sealing or preparing empty cardboard containers for use in packaging;
- (12) tending livestock or minding vehicles;
- (13) marking, branding, stencilling or affixing ready addressed labels on boxes, bales, sacks or other containers, packages or articles;
- (14) mass, measuring to a set mass meter;
- (15) delivering letters, messages or goods on foot or by means of a bicycle or hand propelled vehicle
- (16) preparing soup or making tea or other beverages;
- (17) oiling and greasing machinery or vehicles (other than motor vehicles), barrows and cycles;
- (18) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing and watering);
- (19) packing articles of uniform size and number into receptacles specially made to contain such articles;
- (20) rolling up material or manufactured articles;
- (21) trimming
- (22) putting in ropes, knotting cords, knotting strainers;
- (23) painting poles and tent tops, staining wood for tent poles, painting garden furniture;
- (24) knocking in eyelets and/or metal fasteners by hand or machine;
- (25) clamping on metal tips with or without eyelets and/or press studs on web equipment
- (26) putting wire hooks in ventilating pipes and/or water bag handles, inserting washers;
- (27) painting, dipping, oiling or brushing canvas for waterproofing purposes, dressing canvas;
- (28) drilling or punching holes in walls or lintels under supervision;
- (29) cutting rope and webbing to a set measurement, cutting off threads;
- (30) laying out material preparatory to cutting;
- (31) whipping ends of ropes;
- (32) covering metal supports or brackets for awnings;
- (33) closing, bailing, marking, wrapping up packages;
- (34) filling batteries with distilled water;

- (35) sorting rags or waste material;
- (36) turning the handle of a hand operated machine;
- (37) folding, unrolling and laying out;
- (38) mending sacks by hand;
- (39) splicing;
- (40) preparing articles for waterproofing by smearing solution on such articles;
- (41) teasing flock and coir, filling mattresses and cushions;
- (42) winding bobbins;
- (43) in the manufacture of waterproof suits-
 - (a) folding and doubling canvas strips other than by machine;
 - (b) sealing seams by attaching strips of canvas previously cut to widths, cutting such strips to predetermined lengths;
 - (c) marking outline of reinforcing patches and facing in predetermined positions;
 - (d) solutioning and pressing down canvas strips by hand;
- (44) in the manufacture of helmets, attaching rubber to canvas by hand in the making of linings;
- (45) vulcaniser attendant;
- (46) in the manufacture of ice-cream containers, securing insulating material and tucking in seams;

"handyman" means an employee who is employed to make minor repairs to machinery or equipment and for the purpose of maintenance to buildings;

"mechanic" means an employee who has served his apprenticeship in a trade designated or deemed to be designated under the Apprenticeship Act, 1944, or holds a certificate of proficiency issued to him by the registrar of Apprenticeship in terms of section 6 of the training of Artisans Act, 1951, or a certificate issued to him by the said registrar in terms of either section 2 (7) or section 7 (3) of the said Act or an employee who has been issued with an appropriate certificate after completing a learnership in terms of the current legislation;

"machinist" means an employee engaged in operating a hand or power driven sewing machine;

"machinist (heavy machines)" means any machinist, regardless of experience, engaged in operating any sewing machine of the "seven hyphen" class or any sewing machine intended for work equivalent to or heavier than normally performed on a sewing machine of the "seven hyphen" class;

"machinist qualified " (other machines)" means a machinist engaged in operating any sewing machine other than described in the definition of "machinist (heavy machine)" who has had not less than one years' experience;

"machinist unqualified (other machines)" means a machinist engaged in operating any sewing machine other than those described in the definition of "machinist (heavy machines)" who has had less than one years' experience;

"night watchman" means an employee who is engaged in guarding property during the night, the major part of whose work falls during the hours of 17h00 and 07h00 or during Sundays or Public holidays;

"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work;

"Public holiday" means any day that is a holiday in terms of the Public Holiday's Act, 1994 (Act No. 36 of 1994) or any day declared as such in terms of a Proclamation;

"registered employers' organisation" means an employer's organisation registered under Section 96 of the Labour Relations Act, 1995.

"registered trade unions" means a trade union registered under Section 96 of the Labour Relations Act, 1995;

"Secretary of the Council" means the general secretary of the council or anyone appointed to act in his place;

"SACTWU" means the Southern African Clothing and Textile Workers Union;

"un-laden mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"wage" or "ordinary wage" means the amount of money payable to an employee in terms of rates payable as stipulated in this agreement in respect of his ordinary weekly hours of work prescribed in clause 4, and if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in this agreement, it means such higher amount;

"welding machine operator" means an employee engaged in operating an electronic high frequency welding machine used in joining coated fabrics. In classifying an employee for the purpose of determining his main occupation in terms of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

3. EMPLOYEES

3.1 PRESUMPTIONS

An employee shall be deemed to be working in the employ of an employer, in addition to any period during which he is actually so working, during -

- 3.1.1 any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- 3.1.2 any other period during which he is present at or in any such establishment;
- 3.1.3 any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;
- 3.1.4 the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- 3.1.5 the whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of clause 19 of this Agreement.

Provided that, if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in sub - clauses 3.1.1 to 3.1.5, the presumption established by this clause shall not apply in respect of such employee with reference to that part of such period.

3.2 LETTER OF APPOINTMENT

- 3.2.1 Every employer shall, in respect of every employee, upon commencement of employment prepare written particulars of employment by way of either an employment contract or a letter of appointment as prescribed in Section 29 of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997).

- 3.2.2 Every employer shall, in respect of every employee who at the time of coming into operation of this Agreement, was not in possession of a letter of appointment, provide such employee with an abridged letter of appointment setting out the existing conditions of employment.

3.3 CHANGE IN CONDITIONS OF EMPLOYMENT

No employer shall, by reason of the introduction of this Agreement, cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced, or dismiss any such employee and re-employ him at a reduced remuneration, or require or permit any employee to pay or repay him the whole or any part of any allowance payable in terms of this Agreement, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any employee is deprived of the benefit or any part of the benefit of such allowance.

3.4 PROHIBITED EMPLOYMENT

- 3.4.1 Notwithstanding anything to the contrary contained in this Agreement, no employer shall employ any person under the age of 21 years, other than a journeyman, an apprentice in terms of the Skills Development Act 97 of 1998 as amended, or a trainee employed in terms of the Skills Development Act 97 of 1998 as amended, on any operation which forms part of any trade designated for the Canvas Goods Industry in terms of the Skills Development Act 97 of 1998 as amended.
- 3.4.2 No employer shall knowingly employ any person who is under 15 years of age.

3.5 CASUAL EMPLOYEES

Notwithstanding anything to the contrary contained in this Agreement, none of the provisions of this Agreement, other than the following, shall apply to casual employees as defined:

- 3.5.1 The basis of contract of employment as a casual employee shall be hourly, and the employer shall pay such employee where the period of employment on any day -
- 3.5.1.1 is of two hours duration or less, an amount equal to not less than two and two-third times the hourly wages; or
 - 3.5.1.2 is of longer duration than two hours but not more than nine hours, not less than the hourly wage for each hour or part of an hour worked; or
 - 3.5.1.3 is of longer duration than nine hours, overtime for such excess time on the basis of overtime prescribed in this Agreement.
- 3.5.2 The employer shall pay the remuneration due to a casual employee on termination of his employment.
- 3.5.3 For the purposes of this clause "hourly wage" shall mean the minimum weekly wage prescribed for the type of work on which the casual employee is employed, divided by 45.

3.6 FIXED TERM CONTRACT

An employer and an employee may enter into a written fixed term contract; subject to the following conditions:

- 3.6.1 the parties shall clearly specify the duration of the contract;
- 3.6.2 the contract shall specify the conditions under which it will be terminated and shall include provisions allowing for the early termination thereof by Agreement and/or whether it may be terminated owing to a fundamental breach thereof;
- 3.6.3 unless the contract is time-based in accordance with sub-clause 3.6.1 above the contract may be terminated upon the completion of a clearly defined task or project, in which case the onus shall rest upon the employer to prove that the task or project has been completed in every respect;
- 3.6.4 during the entire term of the contract the employee shall be deemed to be an ordinary employee of the employer, and shall enjoy all social security and other benefits available to employees on indefinite period contracts in the employ of the same employer;
- 3.6.5 the fact that an employee has entered into a fixed term contract shall not deprive him/her of any rights entrenched either in law or in accordance with the provisions of this Agreement, including the payment of remuneration which is not less than the minimum prescribed wages for the class of employee concerned; and
- 3.6.6 all fixed terms contracts shall be in compliance with the provisions of Section 198 B of the Act as amended.

3.7 TEMPORARY EMPLOYMENT SERVICE

3.7.1 For the purpose of this clause-

- 3.7.1.1 "Temporary employment service" means a person who operates a temporary employment service (formerly known as "Labour Brokers") and who for reward, procures or provides to his client other persons-
 - (i) who render service to, or perform work for the client; and
 - (ii) who are remunerated by the temporary employment service.
- 3.7.1.2 A "client" means an employer registered as such in the Canvas Goods Industry in terms of clause 4 of this agreement.
- 3.7.1.3 Temporary employment services shall be registered with the Council and CIPRO in order to operate within the Canvas Goods Industry.
- 3.7.1.4 Temporary employment services shall comply with the Canvas Goods Industry Main Agreement.
- 3.7.2 In accordance with section 198 of the Labour Relations Act 66 of 1995 as amended:
 - 3.7.2.1 A person whose services have been procured for or provided to a client by a temporary employment service shall be the employee of that temporary employment service and the temporary employment service shall be that person's employer, and

- 3.7.2.2 the temporary employment service and the client shall be jointly and severally liable if the temporary employment service in respect of any of its employees contravenes-
- (i) a Collective Agreement, including any agreement concluded by a Bargaining Council that regulates terms and conditions of employment;
 - (ii) a binding arbitration award that regulates terms and conditions of employment;
 - (iii) the Basic Conditions of Employment Act; or
 - (iv) a determination made in terms of the Basic Conditions of Employment Act.
- 3.7.2.3 An employer shall comply with all the provisions of this Agreement in respect of those persons rendering services at or in respect of his establishment through any arrangement or Agreement with a temporary employment service, as if those persons were employed by the employer.
- 3.7.2.4 A person conducting business as a temporary employment service registered in terms of this clause shall be entitled to supply labour to an employer or establishment falling under or registered in terms of this Agreement.
- 3.7.2.5 This Agreement shall not restrict the Parties rights to pursue the temporary employment services issue at any further NEDLAC processes.
- 3.7.2.6 All temporary employment service providers shall in addition comply with all the provisions of Section 198 A of the Act as amended.

4. HOURS OF WORK

4.1 ORDINARY HOURS OF WORK

- 4.1.1 An employer may not require or permit an employee, other than a night watchman to work more than 42 hours per week in respect of establishments which ordinarily work a five day week, and 45 ordinary hours per week in respect of establishments in which employees ordinarily work a six day week, in respect of which minimum wages are prescribed in this agreement, which shall, subject to sub clause 4.1.2, be regarded as the usual working hours.
- 4.1.2 The usual working hours in any week may be distributed throughout the week at the discretion of the employer, who shall cause to exhibit in a conspicuous place within his establishment, a notice showing the time on each day to be worked by such employee during the ensuing week: provided that, subject to the provisions of sub clause 4.1.3, the usual daily working hours shall not exceed-
- 4.1.2.1 five hours on one day in any week and eight hours on the remaining days of such week, in the case of establishments in which employees ordinarily work on six days a week;
 - 4.1.2.2 nine hours on any day, in the case of establishments in which employees do not ordinarily work on more than five days a week.

- 4.1.3 a night watchman may not be required or permitted to work for more than 50 ordinary hours per week.
- 4.1.4 the hours of work of a driver includes all periods of driving and all times spent on other work connected with the vehicle or the load and all those times that he shall remain with the vehicle and ready to work, but excludes meal times.
- 4.1.5 the starting and finishing times and variation of such times in each section or department will be subject to the fluctuations of operational requirements in the workplace.

4.2 OVERTIME HOURS

- 4.2.1 An employer may not require or permit an employee to work-
 - 4.2.1.1 overtime except in accordance with an agreement;
 - 4.2.1.2 more than ten (10) hours overtime a week;
- 4.2.2 Any agreement in terms of sub-clause 4.2.1.1 may not subject to Clause 4.2.7, require or permit an employee to work more than twelve (12) hours on any day;
- 4.2.3 The employer must pay the employee at least one and a half times the employee's ordinary wage for overtime worked;
- 4.2.4 Despite sub-section 4.2.3, an agreement may provide for an employer to-
 - 4.2.4.1 pay an employee not less than the employee's ordinary wage in respect of overtime worked and grant the employee at least thirty (30) minutes time off on full pay for every hour of overtime worked; or
 - 4.2.4.2 grant an employee at least ninety (90) minutes paid time off for each hour of overtime worked.
- 4.2.5 An employer must grant paid time off in terms of sub-clause 4.2.4 within twelve (12) months of the employee becoming entitled to it.
- 4.2.6 Any agreement concluded in terms of sub-clause 4.2.1.1 with an employee when the employee commences employment, or during the first three (3) months of employment, lapses after one (1) year.
- 4.2.7 Despite the provisions of sub-clause 4.2.1.2, an employer may, if the peak period demands of his business so require, increase the maximum permitted overtime to fifteen (15) hours per week, which maximum overtime hours shall not apply for more than two (2) months in any period of twelve (12) months.

4.3 MEAL AND OTHER REST INTERVALS

4.3.1 Meal intervals

- 4.3.1.1 An employer may not require or permit an employee to work more than 5 hours continuously without a meal interval of at least half an hour, provided that-
 - 4.3.1.1.1 periods of work interrupted by intervals of less than one half hour shall be deemed to be continuous;
 - 4.3.1.1.2 if such interval be longer than half an hour, any period in excess of three quarters of an hour shall be deemed to be time worked;
 - 4.3.1.1.3 a driver of a motor vehicle, who during such an interval does no work other than being or remaining in charge of the vehicle and its

load, if any, shall be deemed for the purposes of this sub clause not to have worked during such interval.

- 4.3.2 An employer shall grant to each of his employees a rest interval of not less than 10 minutes, at as nearly as practicable-

4.3.2.1 in the middle of each first work period in a day;

4.3.2.2 in the middle of each second work period in a day; during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

- 4.3.3 Save as provided in clause 4.3.1 and 4.3.2 all hours of work shall be deemed to be continuous.

4.4 SHIFT-WORK (PERMANENT OR TEMPORARY)

- 4.4.1 Shift structures shall be determined at plant level between the employer and employees in the section or department concerned. A copy of the agreement signed by the employer and employees, alternatively the representatives of the majority union shall be forwarded in writing to the Secretary of the Council.

- 4.4.2 Unless otherwise agreed at plant level between an employer and his employees, the following conditions apply to the working of shifts:

4.4.2.1 An employee working shifts may not be required or permitted to work the same shift for more than one week continuously;

4.4.2.2 An employee working night work may not be required or permitted to remain on night work for more than two consecutive weeks.

4.5 SHORT-TIME

- 4.5.1 Short-time means a temporary reduction in the number of ordinary hours of work as a result of a shortage of work and/or raw materials or a general breakdown of plant or machinery or breakdown or threatened breakdown of buildings, or any other unforeseen market-related circumstances.

- 4.5.2 Employees who are not required to work due to short-time shall be informed individually or by notice posted in the department or departments where they work that short-time will apply and that their services will not be required.

- 4.5.3 An employer does not have to pay employees, except a night watchman and a driver, for the period that they are on short-time: where

4.5.3.1 short-time is due to a shortage of work and/or raw materials, and notice in terms of sub clause 4.5.2 was given to them at least the day before;

4.5.3.2 short-time is due to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency, and notice in terms of sub clause 4.5.2 was given to them the day before. However, where notice was not given at least the day before he only has to pay them for the first hour;

- 4.5.3.3 short-time is due to foreseen market-related situations, and notice in terms of sub clause 4.5.2 was given to them at least 24 hours before;
- 4.5.4 Where notice was not given to employees in terms of the above provisions, prior to that short-time commencing, and employees are present for work at the ordinary starting time, they are entitled to be employed for at least a half-day or receive half a day's pay. Where notice of short-time was not given to employees during the morning and they are present for work in the afternoon, they are entitled to be employed for at least two hours or be paid for two hours.
- 4.5.5 The provisions of this clause shall not apply to a night watchman;

5. LEAVE AND PUBLIC HOLIDAYS

5.1 ANNUAL LEAVE

- 5.1.1 Every employer shall grant to each of his employees' annual leave on full pay of 15 working days in the case of an establishment working a five-day week and 18 working days in the case of an establishment working a six-day week. All employers shall, no later than two (2) weeks prior to their annual closure/holidays, communicate the official date thereof to all employees. Such leave shall commence on a date arranged between the employer and the employee, but shall not be taken later than 14 months from the date the employee last qualified for leave in terms of paragraph 5.1.2 hereof or from the date the employee entered the service of the employer, whichever date shall be the later. Employers shall provide their employees with their wage/salary confirmation which will include their bonus payment at least twenty-four (24) hours prior to the official annual closure/holiday.
- 5.1.2 Qualification for such leave shall be 52 weeks continuous employment with the same employer, reckoned from the date on which his last annual leave fell due to or from the date he entered the service of the employer, whichever date shall be the later.
- 5.1.3 Any period during which an employee –
- 5.1.3.1 is on leave in terms of this sub clause; or
 - 5.1.3.2 is absent from work on the instructions or at the request of the employer, or is absent from work owing to illness not exceeding 30 working days during any 12 months of employment; or
 - 5.1.3.3 is under notice or is being paid as a result of a fire in terms of clause 9 shall be deemed to be employment for the purposes of clause 5.1.2 and 5.1.4 of this sub clause.
- 5.1.4 Upon termination of employment, the employer shall pay to the employee leave pay –
- 5.1.4.1 in full in respect of any period of leave which has accrued to him in terms of sub clause 5.1.1 of this clause but was not granted before the date of termination of the employment; and
 - 5.1.4.2 at the rate of 3/52nds of the weekly wage in respect of each completed week worked, and at the rate of 5 ¾ per cent of the weekly wage received in respect of each incomplete week worked

with the employer after the date on which he last became entitled to leave in terms of clause 5.1.1, or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

- 5.1.5 No employee shall, for remuneration, engage in his normal occupation during his annual leave, and no employer shall permit any employee covered by this Agreement to engage in his normal occupation during his annual leave.
- 5.1.6 Leave pay in terms of sub clause 5.1.1 and 5.1.4.1 shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and shall be paid not later than the last working day of his employment, or before the commencement of the said period of leave, as the case may be.
- 5.1.7 A night watchman shall be granted annual leave of 22 consecutive calendar days for each completed period of 12 months of consecutive employment.
- 5.1.8 A night watchman's annual leave shall be granted at the reasonable convenience of the employer, but within three months of completion of the year of employment to which it relates.
- 5.1.9 A night watchman shall be paid, not later than his last working day, a leave allowance of his hourly rate multiplied by 192 hours.
- 5.1.10 A night watchman who has not worked for 12 consecutive months with an employer when the annual leave starts or when the employee's services are terminated, shall be paid a proportionate share of the holiday pay for every month worked to the amount of one-fourth of his weekly wage for every month worked.
- 5.1.11 **Calculation of leave pay**
 - 5.1.11.1 The wage that an employee was receiving before the leave started or before the employee's service was terminated shall be used for calculation of leave pay. The leave pay for employees on shift work shall be calculated on the basis of a 42-hour week.
 - 5.1.11.2 Employment for 15 consecutive working calendar days will be considered a month for the purpose of calculating leave pay.
 - 5.1.12 Continuous employment includes any period during which an employee-
 - 5.1.12.1 is on annual leave;
 - 5.1.12.2 is absent from work on the instructions or at the request of his employer;
 - 5.1.12.3 is absent from work due to illness; or
 - 5.1.12.4 is absent from work due to maternity leave or maternity.
 - 5.1.13 Where an employee is absent due to illness for more than three consecutive days and cannot give the employer a medical certificate, or where the employee is absent for longer than 30 days due to illness, sub clause 5.1.12.3 will not apply.
 - 5.1.14 A female employee who is on maternity leave or goes on maternity leave during the annual leave period, is entitled to leave pay calculated up until the date when she went on maternity leave. When such an employee returns

from maternity leave, she will be entitled to the difference in the leave pay which accrued during her absence on maternity leave.

5.2 PUBLIC HOLIDAYS AND WORK ON SUNDAYS

- 5.2.1 Public holidays shall be granted in terms of the Public Holidays' Act, No. 36 of 1994.
- 5.2.2 When a public holiday falls on a Sunday, the following Monday will be a holiday.
- 5.2.3 Where an employee works on a public holiday, he shall be paid for his time worked as well as the pay he would have received if he had not worked.
- 5.2.4 Where an employee's service is terminated in the week in which Good Friday falls, he shall be entitled to payment for Good Friday and Family Day, unless his service was terminated for disciplinary reasons.
- 5.2.5 Where a public holiday falls on a Saturday and it is a normal working day, employees shall be paid in terms of Section 5 (1) (b) of the Public Holidays' Act, 1994.
- 5.2.6 Public holidays shall be paid holidays, whether or not such holiday falls on a working day. Pay for Public holidays shall be the amount paid for the longest day ordinarily worked by the establishment -
 - 5.2.6.1 Provided that an employee who is required by his employer to work on the working days immediately preceding and immediately following any of the said public holidays and who absents himself from work on either such working days shall not be paid for such holiday unless absent with the permission of his employer or unless a medical certificate in respect of the period of absence is submitted to the employer.
 - 5.2.6.2 Should any of the holidays mentioned in the preceding paragraph fall within the period of annual leave, the employer shall have the option whether or not to extend such leave on full pay by one or more of such holidays; Provided that, if the employer does not extend the leave, the employee's holiday pay shall be calculated as if such leave had been extended and the employee shall, in addition, be paid in the usual way for all time worked before and after going on leave.

5.3 MATERNITY LEAVE

- 5.3.1 An employee is entitled to at least four consecutive months' maternity leave.
- 5.3.2 An employee may commence maternity leave:
 - 5.3.2.1 at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - 5.3.2.2 on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 5.3.3 No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 5.3.4 Employers shall pay to an employee, on the last working day prior to their commencement of maternity leave, the additional sum equivalent to two (2) week's basic salary.

5.4 SHOP STEWARDS LEAVE

- 5.4.1 In an establishment employing between ten (10) and fifty (50) employees, one shop steward shall be elected and shall be entitled to a maximum of ten (10) days leave per annum per establishment for training purposes. In those establishments employing up to or more than fifty (50) employees one (1) additional shop steward shall be elected and they shall be entitled to pooled shop stewards leave of ten (10) days for each shop steward.
- 5.4.2 Shop stewards at the same workplace may pool their leave entitlement in terms of this clause for use by one or more shop stewards in the same workplace.
- 5.4.3 Where a shop steward vacates his office for any reason, the shop steward elected in his place will only be entitled to the balance of leave.
- 5.4.4 Shop stewards requiring reasonable access to either telephone, telefax and/or e-mail facilities, in order to properly perform their duties, shall submit a request to the employer who undertakes not to unreasonably withhold such access.

5.5 FAMILY RESPONSIBILITY LEAVE

- 5.5.1 This clause applies to an employee:
 - 5.5.1.1 who has been in employment with an employer for longer than four months; and
 - 5.5.1.2 who works for at least four days a week for that employer.
- 5.5.2 An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take:
 - 5.5.2.1 when the employee's child is born;
 - 5.5.2.2 when the employee's child is sick; or
 - 5.5.2.3 in the event of the death of:
 - 5.5.2.3.1 the employee's spouse or life partner; or
 - 5.5.2.3.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 5.5.3 Subject to sub-clause 5.5.5, an employer must pay an employee for a day's family responsibility leave:
 - 5.5.3.1 the wage the employee would ordinarily have received for work on that day; and
 - 5.5.3.2 on the employee's usual pay day.
- 5.5.4 An employee may take family responsibility leave in respect of the whole or a part of the day.
- 5.5.5 Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in sub-clauses 5.5.2.1 to 5.5.2.3.2 for which the leave was required.
- 5.5.6 An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
- 5.5.7 However, these provisions do not prevent an employee requesting an additional two days' family responsibility leave, which leave shall be unpaid leave. Such application shall be motivated by the employee concerned, and submitted with reasonable proof of an event contemplated in terms of clause 5.5.2 above. While the granting of additional family responsibility leave is at the discretion of the employer, motivated applications shall not be unreasonably refused.

5.6 SICK LEAVE

- 5.6.1 In this chapter "sick leave cycle" means the period of 36 months' employment with the same employer immediately following:
- 5.6.1.1 an employee's commencement of employment; or
 - 5.6.1.2 the completion of that employee's prior sick leave cycle.
- 5.6.2 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 5.6.3 Despite sub-clause 5.6.2, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- 5.6.4 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause 5.6.2 by the number of days' sick leave taken in terms of sub-clause 5.6.3.
- 5.6.5 Subject to sub-clause 5.7, an employer must pay an employee for a day's sick leave:
- 5.6.5.1 the pay the employee would ordinarily have received for work on that day; and
 - 5.6.5.2 on the employee's usual pay day.
- 5.6.6 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this section if:
- 5.6.6.1 the number of days of paid leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - 5.6.6.2 the employee's entitlement to pay:
 - 5.6.6.2.1 for any day's sick leave is at least 75% of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
 - 5.6.6.2.2 for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of sub-clause 5.6.2.

5.7 PROOF OF INCAPACITY

- 5.7.1 An employer is not required to pay an employee in terms of clause 5.6 if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.
- 5.7.2 The medical certificate must be issued and signed by a registered medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- 5.7.3 If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub-clause 5.7.1 unless the employer provides reasonable assistance to the employee to obtain the certificate.

5.8 EMPLOYEE'S STUDY LEAVE

Three (3) days study leave per annum shall be granted by Employers to those employees who submit proof of the registrations with a recognised institution for their future education.

6. REMUNERATION**6.1 Wages and wage rates**

6.1.1 Subject to the provisions of sub clauses 6.1.2 and 6.1.3 of this clause and clause 6.3 of this Agreement, no employer shall pay and no employee shall accept for his particular class of work less than the wage rates as stipulated hereunder:

TABLE OF WEEKLY WAGE RATES

| <u>CATEGORY</u> | <u>1 July 2019 for parties and for non-parties from the coming into operation of the Agreement</u> |
|---|---|
| (a) Blindhanger..... | 2027.40 |
| (b) i) Chopper - out (unqualified) First six months Second six months Third six months ii) Chopper - our (qualified) | 1435.68 1511.76 1570.41 1652.59 |
| (c) i) Cutter- learner First six months Second six months Third six months Fourth six months Fifth six months ii) Cutter (qualified) | 1540.84 1652.82 1708.67 1788.67 1891.64 1929.05 |
| (d) i) Driver (deliveries) of motor vehicle with unladen mass of: Up to 450 kg Over 450 kg to 2750kg Over 2750kg to 4550 kg..... Over 4550 kg ii) Driver (staff) | 1443.78 1458.29 1657.46 1723.09 1443,75 |
| (e) Foreman | 2523.29 |

| | |
|--|---------|
| (f) i) General Assistant (unqualified) First six months | 1443.78 |
| Second six months | 1511.76 |
| Third six months | 1574.95 |
| Fourth six months | 1657.46 |
| Fifth six months | 1735.98 |
| 1938.35 | |
| ii) General Assistant (qualified) | |
| (g) Handyman | 1692.43 |
| (h) Mechanic | 2045.92 |
| (i) Machinist (heavy machines) | 1929.05 |
| j) Machinist (unqualified) - other machines | 1447.79 |
| i) First six months | 1540.86 |
| Second six months | 1652.72 |
| ii) Machinist (qualified) - other machines | |
| (k) Night-watchman | 1531.16 |
| (l) Not elsewhere specified | 1447.10 |
| (m) Welding Machine Operator (high frequency machine) | 1482.59 |
| (n) Labourer | 1512.00 |

N.B.

The increase for the period from 1 July 2019 for parties and for non- parties with effect from the coming into effect of this Agreement, of 7%, shall for the applicable period be added to the existing salary in each category even if the employee is presently earning more than the prescribed rate.

6.1.2 An employee who at the date of publication of this Agreement is employed at rates of remuneration more favourable to him than those prescribed in this Agreement, for an employee of his class shall continue to receive such remuneration whilst he is in the service of the same employer, and shall receive the applicable tariff increase.

6.1.3 No portion of the operation of putting up blinds or awnings shall be carried out except under the supervision of a foreman or blindhanger.

- 6.1.4 **Basis of contract** – For the purposes of this clause, the basis of contract of employment of an employee shall be weekly and, save as provided in sub clause 6.1.6, an employee shall be paid in respect of a week not less than the full weekly wage prescribed in the table of wages, for an employee of his class, whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 4 or less.
- 6.1.5 Wages shall be paid in cash weekly during ordinary business hours and not later than Friday, unless an employer and his employees agree at plant level to a different method of payment. Each employee's wages shall be placed in a sealed envelope with the following details appearing on the outside in indelible writing:
- * Employee's Full Name
 - * Hourly rate
 - * Pay for work on Sundays
 - * Hours worked:
 - (i) Ordinary hours
 - (ii) Overtime
 - * Amount due
 - * Deductions
 - * P.A.Y.E
 - * Unemployment Insurance Fund
 - * Sick Benefit Fund
 - * Provident Fund
 - * Insurance or Pension Fund
 - * Trade union subscriptions
 - * Council levies
 - * Net earnings
 - * Employer
 - * Date
- 6.1.6 **Deductions**
Deductions may not be made from an employee's pay other than the following:
- 6.1.6.1 where the employee was absent from work other than on the instructions or at the request of his employer, a deduction proportionate to his period of absence;
 - 6.1.6.2 for provident fund, sick fund contributions, pension funds or saving funds (approved by the Council);
 - 6.1.6.3 contributions and levies to the Council or Council Funds;
 - 6.1.6.4 for payment of money on behalf of an employee that an employer is forced to make through a court order or legal process;
 - 6.1.6.5 with written consent from the employee, deductions for any trade union funds (only trade unions who are parties to the Council).
- 6.1.7 No premium for the training of an employee shall be charged or accepted by an employer, except in terms of a training scheme to which an employer is legally required to contribute.

6.1.8 Learners

An employee who is promoted to, or re-engaged on an operation with a higher prescribed rate of pay and for which a learnership scale is prescribed, shall become a learner on that operation and shall be paid that notch of the learnership scale which is immediately higher than the rate on his previous operation.

6.1.9 Remuneration due to a deceased employee

Where a dependant of a deceased employee can provide proof to an employer of the death of the employee, the employer may pay any wages still owing to such deceased, to the dependant. The estate of the deceased employee will not have any claim on the employer.

6.1.10 Acting allowance

An employee who has to perform, for a temporary period, an operation for which a higher wage is prescribed shall be paid the higher rate for the time worked on that operation. An employee who temporarily has to perform an operation for which a lower rate is prescribed shall be paid the wage he received before working on that operation.

6.1.11 Incentive schemes

Incentive schemes shall be negotiated at plant level. A copy of the agreement, signed by the employer and representatives of the majority trade union, shall be forwarded in writing to the Secretary of the Council.

6.2 OVERTIME RATES

6.2.1 An employee, excluding a night watchman, shall be paid for overtime on the following basis:

6.2.1.1 where he works before or after his usual starting time on Monday to Friday and/or Saturday morning, one and a half times his hourly rate;

6.2.1.2 where the normal working week is completed between Monday and Friday and an employee is required to work on a Saturday morning, provided such employee has completed 42 hours of work between Monday and Friday, one and a half times his hourly rate;

6.2.1.3 where an employee works overtime on a Sunday, he shall be paid at double his hourly rate, alternatively he shall be paid his ordinary hourly rate plus be given a days' paid leave within seven days of such Sunday.

6.2.2 A night watchman shall be paid overtime on the following basis:

6.2.2.1 where he works after his normal finishing time, his hourly rate plus time and a half;

6.2.2.2 where he works on his night off, double his hourly rate.

- 6.2.3 Where an employee is remunerated on a basis other than the time worked by him, his ordinary hourly rate of remuneration for the purpose of calculating his overtime shall be calculated by dividing his total remuneration for the prior three months or the total period of employment, whichever is the shorter, by the number of hours actually worked by him over the same period.

6.3 DIFFERENTIAL WAGE

- 6.3.1 An employer who requires or permits a member of one class of his employees, other than a labourer to perform for longer than one hour in the aggregate on any day and an employer who requires or permits his labourer to perform for any period on any day, either in addition to his work or in substitution thereof, work of another class for which either-

- 6.3.1.1 a wage higher than that of his own class; or
 - 6.3.1.2 a rising scale of wages terminating in a wage higher than that of his own class:
- than prescribed in clause 6.1.1, shall pay to such employee a wage for all the ordinary hours of work of the factory on that day-

- 6.3.2 in the case referred to in clause 6.3.1.1 above, at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;
- 6.3.3 in the case referred to in clause 6.3.1.2 above, at the rate for each hour equal to the weekly wage prescribed in clause 6.1.1 for an employee of his class plus 30 per cent divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wages prescribed for him in clause 6.1.1: Provided further that where the sole difference between classes is, in terms of clause 6.1. 1, based on experience, the provisions of this clause shall not apply.

6.4 ANNUAL BONUS

- 6.4.1 Employees in the Industry shall be paid, on the last working day of each year, an annual bonus.
- 6.4.2 In order to qualify for the annual bonus, an employee must be in employment with his employer on the last working day of each year.
- 6.4.3 The annual bonus shall be paid as follows on the last working day of the year:
- | | | | |
|---------|--------------------------|---|------------------|
| 6.4.3.1 | 0 – 6 months | - | No bonus |
| 6.4.3.2 | 7 – 12 completed months | - | 2 weeks pro rata |
| 6.4.3.3 | 13 – 24 completed months | - | 2 weeks |
| 6.4.3.4 | 25 months and over | - | 4 weeks |

6.5 PIECE WORK

- 6.5.1 An employer may require or allow his employees to work piece work or another system by which earnings are based on quantity or output of work done: Provided that he obtains the written consent of the Council.
- 6.5.2 If there is introduced into an incentive scheme a condition which has the effect of providing that output below the target fixed for incentive purposes shall be carried forward and deducted from future production before determining the bonus payable, there shall be added a proviso which precludes the deduction of such shortfall from any production achieved later than the close of the last pay week, i.e. the day up to which the wages are calculated, in the calendar month in which the shortfall occurred.
- 6.5.3 In granting the consent mentioned in sub clause 6.5.1 of this clause, the Council may impose any other conditions it deems fit.
- 6.5.4 Any dispute arising out of an incentive scheme may be referred to the Council which shall appoint a sub committee consisting of two members and the secretary of the Council to investigate and arbitrate in such dispute. The decision of such sub- committee shall be binding on the employer and the employees concerned in such dispute.
- 6.5.5 An employee employed on piece work for any period shall be paid the full amount earned under the piece work rates, subject to sub clauses 6.5.2, 6.5.3 and 6.5.4 of this clause: Provided that, irrespective of the amount of piece work performed, such employee shall in respect of such period be paid not less than the remuneration which would have been payable to him had he been employed as a full time worker during such period.

6.6 OUTWORK

- 6.6.1 No employer shall require or allow any of his employees to undertake any work in the Industry, including repairing and assembling, elsewhere than in his establishment, except when such work is in execution or completion of an order placed with such an employer and, in the nature of the job, cannot be performed in the establishment.
- 6.6.2 No employee shall solicit or take orders for or undertake any work in the Industry on his own account for sale and/or gain and/or on behalf of any other persons or firms whilst in the service of an employer engaged in the Industry.

6.7 SHIFT ALLOWANCE

Employees shall work between the hours of 18h00 to 06h00 shall be paid a shift allowance equivalent to ten (10) percent (10%) of their hourly rate of pay in respect of each hour or part thereof worked during such shift, in addition to their usual hourly rate.

6.8 TRAVELLING REMUNERATION

- 6.8.1 Notwithstanding the provisions of clause 4 of the Agreement –
 - 6.8.1.1 where work is done away from the employer's establishment or the employee's usual working place and travelling is necessitated thereby, the

- employee sent to do such work shall be provided with accommodation, or suitable transport to and from the job;
- 6.8.1.2 when an employee is required to travel in terms of sub clause 6.8.1.1 hereof, he shall be paid at-
- 6.8.1.2.1 ordinary rates of wages for hours of travelling coinciding with his ordinary hours of work and at half rates for hours of travelling falling outside his ordinary hours of work. The wage in any circumstances is not to exceed 12 hours' wages per day or part thereof. Provided that if an employee has been working on the day, other than Sunday or a public holiday, on which the journey commences, he shall be entitled to receive up to a maximum of 12 hours' full wages only, which shall include the remuneration earned by him in respect of such day.
- 6.8.1.2.2 double the ordinary rates of wages for hours travelled or worked on a Sunday, subject to a minimum of a double day's wages irrespective of the number of hours travelled if they are less than the hours normally worked on a weekday, and a maximum of 20 hour's wages in respect of hours worked or travelled, if both are in excess of normal daily hours;
- 6.8.1.2.3 in addition to the wages for public holidays prescribed in clause 5.2 of the Agreement, ordinary rates of wages for hours worked or travelled on public holidays subject to a maximum of 20 hours' wages per day.
- 6.8.1.3 An employee shall be paid for meals and accommodation whilst travelling. Where an employee is, by reason of his employment, away from his usual working place, or required by his employer to live away from his usual domicile, his employer shall-
- 6.8.1.3.1 either compensate him for all expenses reasonably incurred in respect of board and lodging; or
- 6.8.1.3.2 provide him with suitable board and lodging free of charge.
- 6.8.1.4 For the purposes of this clause, a day shall mean a period of 24 hours beginning and ending at 24h00.

6.9. RECORDS TO BE KEPT BY EMPLOYERS

6.9.1 *Hours and wages record:*

- 6.9.1.1 Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times records containing at least the following information:
- (i) The employee's name and occupation, identity number/passport or permit number;
 - (ii) The time worked by each employee;
 - (iii) The remuneration paid to each employee;
 - (iv) The date of birth of any employee under 18 years of age; and
 - (v) Any other prescribed information.
- 6.9.1.2 Every employer shall keep the record referred to in paragraph 6.9.1.1 of this sub-clause for a period of three years from the date of the last entry in the record.

- 6.9.2 **Attendance record:** Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1997, in which any employee who wishes to do so may, and every employee whose employer requires him to do so, shall record his correct times of arrival at and departure from work.

7. ORGANISATIONAL RIGHTS

- 7.1 Officials of the party trade union shall be given every reasonable facility by employers to organise employees.
- 7.2 **Deduction of trade union subscriptions:**
- 7.2.1 Every employer shall deduct weekly from the earnings of each of his employees, current subscription fees due to the party trade unions by their employees in accordance with the rates of fees payable as notified to the employer by the Secretary of the party trade unions from time to time.
- 7.2.2 Such deduction shall also be made when an employee is being paid in terms of clauses 5, 8 and clause 9 of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages.

7.3 SHOP STEWARDS

- 7.3.1 Members of trade union parties to the Council shall be entitled to elect one or more shop stewards in a workplace in terms of section 14 (2) of the Labour Relations Act, No. 66 of 1995.
- 7.3.2 An employer shall give full recognition to such shop stewards and provide them with reasonable meeting facilities.
- 7.3.3 An employer shall consult with these shop stewards on matters relating to disagreement and to the working conditions of the employees generally.

7.4 TRADE UNION REPRESENTATIVES ON THE COUNCIL

Employers shall give any of their employees who are representatives on any Committee of the Council every facility to attend to their duties in this regard.

7.5 ORGANISATIONAL RIGHTS

Access to communication facilities: Shop stewards requiring reasonable access to either telephone, telefax and/or e-mail facilities in order to properly perform their duties, shall submit a request to the employer, who undertakes not to unreasonably withhold such access.

8. TERMINATION OF EMPLOYMENT

8.1 NOTICE

- 8.1.1 Subject to the provisions of the Labour Relations Act No. 66 of 1995, regarding termination of employment, an employer or employee shall give at least one weeks' notice in writing of their intention to terminate their contract

of employment, as per annexure "A" hereto. Such notice shall consist of five working days and shall take effect from the date on which it is given. They may agree to a longer notice provided that the period of notice applies equally to both employer and employee.

8.1.2 Shorter notice is possible in the following circumstances:

8.1.2.1 An employee may give notice of one day where he has been working short-time for more than two consecutive days in a week.

8.1.2.2 An employer or employee may give notice of one day during the first two weeks of employment of an employee who has had previous experience in the Industry.

8.1.3 An employer who does not need the employee to work during the notice period may pay him instead of notice.

8.1.4 The notice period may not fall within the annual leave period.

8.1.5 An employee who is dismissed without notice shall be paid a full week's pay instead of notice, unless the employee was dismissed for a cause recognised by law as sufficient.

8.1.6 By notifying the employee and the Council in writing, an employer shall be entitled to summarily terminate the contract of employment without notice where an employee has been absent from work due to illness for periods in excess of-

8.1.6.1 45 consecutive days in the case of employees with up to three years' service;

8.1.6.2 60 consecutive days in the case of employees with between three- and five-years' experience;

8.1.6.3 90 consecutive days in the case of employees with more than five years' experience:

Provided that an employee will only qualify for these lengthy periods of absence where a valid medical certificate was produced to the employer within the first five working days of illness. An employer will furthermore be entitled to temporarily replace the services of an employee who is absent due to illness and to terminate the services of such temporary employee by giving notice in terms of sub clause 8.1.1 above.

8.2 SEVERANCE PAY

8.2.1 Where an employee's services are terminated for operational reasons, closures or liquidations, the employer shall pay him severance pay of one week's pay for each completed year of service with the same employer.

8.2.2 An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer should not be entitled to severance pay in terms of clause 8.2.1.

8.2.3 The payment of severance pay in compliance with this clause shall not affect an employee's right to any other amount payable in terms of this Agreement.

8.2.4 Severance pay will be dealt with in accordance with the provisions of the Labour Relations Act (incorporating the 2002 amendments) with regard to insolvencies and liquidations.

8.3 RETIREMENT

Severance pay as set out above shall be payable on retirement only if an employee has completed 5 years continuous service on reaching the stipulated retirement age of

60 years and has contributed less than 5 years of contributions to a provident fund which has been recognised and approved by the Council. In such cases, severance pay will be paid on a sliding scale as follows:

- 8.3.1 5 years without participating in Provident Fund:
One week's pay multiplied by a factor of 10.
- 8.3.2 4 years without participating in Provident Fund:
One week's pay multiplied by a factor of 8.
- 8.3.3 3 years without participating in Provident Fund:
One week's pay multiplied by a factor of 6.
- 8.3.4 2 years without participating in Provident Fund:
One week's pay multiplied by a factor of 4.
- 8.3.5 1 year without participating in Provident Fund:
One week's pay multiplied by a factor of 2.

8.4 SERVICE CERTIFICATES

An employer shall issue an employee leaving his service with a service certificate in the form of Annexure "B".

9. INSURANCE OF WAGES IN CASE OF FIRE

- 9.1 An employer shall be insured with a registered insurance company against the loss of wages due to fire.
- 9.2 The policy shall be for an amount of one week's wages for all his employees.
- 9.3 On a request from the Council, the employer shall produce a certificate within 14 days from the insurance company certifying that he is covered in terms of the requirements of this sub clause.
- 9.4 Should the employer be unable to insure the employees' wages in terms of this clause, he shall, within two months of this agreement coming into operation or within two months of commencing business in the Industry, lodge with the Council an amount equal to one week's wages of his employees.
- 9.5 Money lodged with the Council in terms hereof shall be invested in a special trust investment account and remain the property of the employer until paid to employees. Any interest accruing to the money so invested shall accrue to the general funds of the Council.

10. APPLICATIONS FOR EXEMPTIONS

A. EXEMPTION

- 10.1 Any person bound by this Agreement may apply for exemption.
- 10.2 The authority of the Council is to consider applications for exemptions and grant exemptions.
- 10.3 The Council hereby establishes an exemptions body constituted of one or more panellists appointed by the Council to consider all applications for exemptions of the Council's main agreement.
- 10.4 The exemption body shall decide on an application for exemption within 30 days of receipt.

- 10.5 Applications for Exemptions shall be in writing on the appropriate application form obtained from the council.
- 10.6 In scrutinising an application for exemption, the Exemption Body will consider the views expressed by the workforce, together with any other representations received in relation to that application.
- 10.7 In considering the application, the Exemptions Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:
 - 10.7.1 The period for which the exemption is sought;
 - 10.7.2 The number of employees affected and how many of such employees are members of a registered trade union;
 - 10.7.3 Be accompanied by relevant supporting data and financial information;
 - 10.7.4 The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application;
 - 10.7.5 Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application;
 - 10.7.6 An application for exemption shall not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document. Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application;
 - 10.7.7 If the nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan;
 - 10.7.8 The applicant's past record (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate;
 - 10.7.9 any precedent that might be set;
 - 10.7.10 it is fair to both the employer, its employees and other employees in the sector;
 - 10.7.11 it does not undermine this Agreement;
 - 10.7.12 it will make a material difference to the viability of a business;
 - 10.7.13 it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses;
 - 10.7.14 the interest of the industry as regards:
 - 10.7.14.1 unfair competition;
 - 10.7.14.2 collective bargaining;
 - 10.7.14.3 potential for labour unrest;
 - 10.7.14.4 increased employment;
 - 10.7.15 the interest of employees' as regards:
 - 10.7.15.1 exploitation;
 - 10.7.15.2 job preservation;
 - 10.7.15.3 sound conditions of employment;
 - 10.7.15.4 possible financial benefits;

- 10.7.15.5 health and safety;
- 10.7.15.6 infringement of basic rights.
- 10.7.16 the interest of the employer as regards:
 - 10.7.16.1 financial stability;
 - 10.7.16.2 impact on productivity;
 - 10.7.16.3 future relationship with employees' trade union;
 - 10.7.16.4 operational requirements;
 - 10.7.17 any special circumstance that exists;
- 10.8 Upon receipt of an application by the Council it shall immediately refer the application to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 10.9 In the event of the Exemptions Body granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision and shall have the right to appeal in writing against the decision to the Independent Body within 21 days from the date of being informed of the outcome.
- B. Independent Body**
- 10.10 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 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.
- 10.11 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.
- 10.12 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.
- 10.13 In considering the application, the Independent Body shall take into consideration all relevant factors as stipulated in clause 10.7 above.
- 10.14 In the event of the Independent Body granting, partially granting or refusing to grant the appeal, the applicant shall be informed of the reasons for the decision within 21 days from the date of the decision.
- 10.15 If an exemption or appeal is granted or partially granted the Exemptions Body or Independent Body whichever the case might be, shall issue a certificate, signed by its Chairman and Secretary, containing the following particulars:
 - 10.15.1 the full name of the applicant(s) or enterprise concerned;
 - 10.15.2 the trade name;
 - 10.15.3 the provisions of the Agreement from which exemption or appeal has been granted;
 - 10.15.4 the period for which then exemption or appeal shall operate;
 - 10.15.5 the date of issue and from which the exemption or appeal shall operate;

- 10.15.6 the condition(s) of the exemption or appeal granted;
- 10.15.7 the area in which the exemption or appeal applies.

10.16 The Exemptions Body or Independent Body shall:

- 10.16.1 retain a copy of the certificate;
- 10.16.2 forward the original certificate to the Secretary of the Council;
and
- 10.16.3 a copy of the exemption certificate is sent to the applicant.

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

10.18 Unless otherwise specified in the certificate of exemption or appeal, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

10.19 The Council may withdraw the exemption or appeal at its discretion and inform the applicant of the reasons of such withdrawal.

11. ENFORCEMENT OF AGREEMENT AND RESOLUTION OF DISPUTES

11.1 The Council may appoint one or more specified persons and may nominate them for appointment by the Minister as designated agents in terms of section 33(1) of the Act to attempt to resolve a dispute or to investigate an alleged contravention and for purposes of routine inspection to enforce compliance with this Agreement.

11.2 If there is a dispute about the interpretation or application and enforcement, of any provisions of the Agreement, any party to the dispute may refer the dispute in writing to the Council.

11.3 The party who refers the dispute, must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.

11.4 The Council must attempt to resolve the dispute through conciliation in terms of the guidelines as contained in Annexure "C".

11.5 The Secretary of the Council may require a designated agent to investigate the dispute.

11.6 The designated agent may investigate the facts surrounding the dispute and if the designated agent has reason to believe that there has been a contravention of the agreement, the designated agent may endeavour to secure compliance with the agreement through conciliation in terms of the guidelines as contained in Annexure "C".

11.7 The designated agent shall submit to the Secretary, a written report on the steps taken to secure compliance and the outcome thereof.

11.8 Should a party to such dispute, at a date set down for conciliation, object to the designated agent acting as conciliator, the Council may, upon request of any such party to the Secretary of the Council, refer the dispute to conciliation by:

11.8.1 A conciliator experienced in labour conciliation as mutually agreed upon by the parties to the dispute in terms of the guidelines contained in Annexure "C";

11.8.2 The Commission for Conciliation, Mediation and Arbitration; or

11.8.3 An accredited agency.

Who shall endeavour to secure compliance with the collective agreement through conciliation in terms of the Conciliation guidelines as contained in Annexure "C".

- 11.9 If no consensus could be reached between the parties in terms of clause 11.8.1, the dispute must be referred in terms of either clause 11.8.2 or clause 11.8.3.
- 11.10 If the dispute referred to under Clause 11.2 and clause 11.9 above, has been certified as unresolved, any party to the dispute may request the Secretary of the Council to refer the dispute to arbitration by:
- 11.10.1 An arbitrator experienced in labour arbitration as mutually agreed upon by the parties to the dispute;
- 11.10.2 The Council, provided it has been accredited to conduct arbitrations;
- 11.10.3 The Commission for Conciliation Mediation and Arbitration; or
- 11.10.4 An accredited agency;
- and the issued certificate shall describe the dispute the terms of which shall constitute the terms of reference of the arbitration to be conducted.
- 11.11 If no consensus could be reached between the parties in terms of clause 11.10.1, the dispute must be referred to either 11.10.2 and failing accreditation, in terms of clause 11.10.3 or clause 11.10.4.
- 11.12 If during the course of performing his duties, a designated agent discovers what appears to be a contravention of the agreement, the designated agent shall:
- 11.12.1 Investigate the alleged contravention;
- 11.12.2 Endeavour to secure compliance with the Agreement through conciliation;
- 11.12.3 Submit a report to the Secretary on the investigation, the steps taken to secure compliance, and the outcome thereof and describe the issues in dispute and;
- 11.12.4 Certify that the matter is either, resolved or unresolved.
- 11.13 Should any party to such alleged contravention, as contemplated under Clause 11.12 above, at a date set down for conciliation, object to the designated agent as conciliator, the Council may, upon the request of any of such party to the Secretary of the Council, refer the alleged contravention to conciliation by:
- 11.13.1 A conciliator experienced in labour conciliation as mutually agreed upon between the parties to the dispute;
- 11.13.2 The Commission for Conciliation Mediation and Arbitration; or
- 11.13.3 An accredited agency, who shall endeavour to secure compliance with the agreement through conciliation, and certify that the matter is either resolved or unresolved.
- 11.14 If no consensus could be reached between the parties in terms of clause 11.13.1, the dispute must be referred to either clause 11.13.2 or clause 11.13.3.
- 11.15 On receipt of the report, as contemplated under Clause 11.12.3 above, the Secretary may:
- 11.15.1 Require a designated agent to conduct further investigations; or
- 11.15.2 If further conciliation is indicated, refer the alleged contravention to the Dispute Settling Committee of the Council; or
- 11.15.3 Issue a compliance order; or
- 11.15.4 Refer the alleged contravention for arbitration by:
- 11.15.4.1 An arbitrator experienced in labour arbitrations as mutually agreed upon between the parties;

- 11.15.4.2 The Commission for Conciliation Mediation and Arbitration; or
- 11.15.4.3 An accredited agency.
- 11.16 The description of the dispute set out in the certificate issued in terms of Clause 11.12.4 shall constitute the terms of reference of the arbitration to be conducted.
- 11.17 If no consensus could be reached between the parties in terms of 11.15.4.1, the dispute must be referred to either 11.15.4.2 or 11.15.4.3.
- 11.18 On receipt of the certificate issued under Clause 11.12.4, the Secretary may:
 - 11.18.1 Take such steps to give effect to any such agreement reached in the event of the contravention issue having been resolved; or
 - 11.18.2 Refer the alleged contravention to arbitration by:
 - 11.18.2.1 An arbitrator experienced in labour arbitrations as mutually agreed upon between the parties;
 - 11.18.2.2 The Commission for Conciliation Mediation and Arbitration;
 - 11.18.2.3 An Accredited agency.
- 11.19 The description of the dispute set out in the certificate issued in terms of Clause 11.12.4 shall constitute the terms of reference of the arbitration to be conducted.
- 11.20 The Secretary may apply to the CCMA to certify the arbitration award in terms of Section 143(3) of the Act or apply to the Labour Court under Section 143(3) of the Act by way of contempt proceedings.

12. AGENTS

- 12.1 The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and any other collective agreement of the Council, and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement and any other collective agreement of the Council are being observed.
- 12.2 The Council may also request the Minister to appoint the designated agents referred to in Section 33 of the Act whose functions shall include the

promotion of and enforcement of any collective bargaining agreement of the Council.

13. AMENDMENTS TO THIS AGREEMENT

- 13.1 Other than amendments to provisions relating to substantive terms and conditions of employment, amendments to this Agreement may be requested by any party to this Agreement during the duration of this agreement or any renewal thereof, subject to the following:
 - 13.1.1 Doubt or a dispute over the interpretation or application of the part requested to be amended must exist.
 - 13.1.2 Such doubt or dispute must be a consequence of the parties attempts at the rewording of such part during the simplification exercise, and
 - 13.1.3 The doubt or dispute must be capable of being resolved by reference to the wording of the part in question as it had existed in terms of the Agreement prior to the simplification exercise.
- 13.2 Any such dispute or request for amendment shall be referred to the Executive Committee of the Council for resolution.
- 13.3 The Executive Committee shall resolve the relevant dispute by-
 - 13.3.1 reverting back to the wording of the part in the Agreement prior to the simplification process; or
 - 13.3.2 by a consensual amendment of the wording of the part to give effect to the true meaning of the part.

14. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed a legible copy of this Agreement in an official language in his establishment in a conspicuous place, where it is readily accessible to his employees.

15. CONTRACTS

Existing Contracts

Any contract of service in operation of the date of commencement of this agreement or concluded subsequent to such date shall be subject to the provisions of this agreement.

16. COUNCIL FUNDS

16.1 LEVIES AND RETURNS TO THE COUNCIL

- 16.1.1 For the purposes of meeting the expenses of the Council, every employer shall deduct R2.00 per week from the earnings of each of his employees, in respect of whom wages are specified in terms of clause 6 of this collective agreement.

- 16.1.2 To the amount so deducted, the employer shall add a like amount per week per employee and forward the total sum to the Secretary of the Council, by electronic fund transfer to the Council account, month by month, not later than the 10th day of each subsequent month, together with an email or fax statement setting out all the relevant details as are specified in sub-clauses 16.1.5 and 16.1.5.1 hereunder.
- 16.1.3 Such deduction and addition shall also be made when an employee is being paid in terms of clauses 6.1.1 and 8 and 9 of this collective agreement and shall be made in full even in the event of any employee being paid less than, a full week's wages.
- 16.1.4 The Council may, whenever it considers such a step necessary, either increase or reduce the amount to be deducted, or suspend deductions for a period or periods, which it shall specify.
- 16.1.5 The total amount of levies deducted from the earnings of employees and contributed by employers in terms of sub-clauses 16.1.1 and 16.1.2 of this clause, respectively, shall be paid each month to the Council and shall be accompanied by a written or electronic statement containing the following details:
- 16.1.5.1 The total number of employees employed and the total amount of levies remitted in respect of such employees; and
 - 16.1.5.2 in respect of all employees, including apprentices-
 - 16.1.5.2.1 the family name, initials, sex, date of birth, occupation and identity number. (In the case of an employee who is not a South African citizen a passport number and a work permit number);
 - 16.1.5.2.2 the amount of the levy remitted in respect of each employee;
 - 16.1.5.2.3 the date on which service began or the date on which service ended, in the case of employees whose employment began or ended since the details were last submitted.
- 16.1.6 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 16.1.5 of this clause to the secretary of the Council concerned by not later than the 10th day of the month immediately following the month to which the levies and details relate.
- 16.1.7 The postal address and email address of the secretary of the Council is as follows:
- P O Box 9890, Johannesburg, 2000, or
selwyn@mervynismith.co.za
- 16.1.8 Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the secretary of the Council.
- 16.1.9 Subject to the provisions of clause 25 of this Agreement, should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such

amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 25 of this Agreement from such 10th day until the day upon which payment in cash is actually received by the Council concerned: Provided that a Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

- 16.1.10 The Council shall allocate all payments received from employers, including amounts which are not paid on due date or amounts which are due in terms of arbitration award, for the relevant period for which such payment is applicable.

16.2 HIV/AIDS FUND

An amount of 0.50 cents per week, per employee, shall be payable by each employer to the Bargaining Council in respect of an HIV/AIDS Fund, which will be administered by the Bargaining Council. The Contribution shall entitle the employer and employee parties to access training and education towards the fight against HIV/AIDS in the workplace. Contributions shall be made by all employers.

17. SICK FUND

- 17.1 The Canvas Goods Sick Fund (hereinafter referred to as "the Fund"), established under Government Notice R. 2084 of 29 December 1939, is hereby continued.

- 17.2 For the purpose of meeting the expenses of the Fund, every employer shall make the following contributions in respect of employees actually being paid the remuneration stated below, one half of which shall be deductible from the remuneration of the employees:

| Weekly | Weekly |
|---|-----------------------|
| Wages per week | contributions payable |
| From R225,00 per week upwards | R30.00 |
| (R15.00 from employer and R15.00 from employee) | |

Such payment shall be made by the employer to the Sick Fund bank account by not later than the last day of the month in respect of which the contributions are due.

Every employer undertakes to furnish to the secretary of the Council, upon request or upon the employment of any employee or person deemed to be an employee, details of all employees, including their full names, identity number and job designations, as well as their date of commencement of employment. The secretary will capture all these details onto the Sick Fund's database, which shall be maintained and updated upon notification by the employer of any taking on or termination of employment of any such employee or deemed employee.

Such contributions shall also be made when an employee is being paid in terms of clauses 6.1.1, 8 and 9 and of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages, as well as during all period of leave, including maternity leave.

- 17.3 All monies received into the Fund shall be deposited in or transferred electronically to the special account which has been opened at a bank registered under the Banking Act and nominated by the Council. Interest shall be charged at 2% more than the then prevailing prime rate as determined from time to time, by FNB, and any payments not paid on due date as specified in clause 17.2 above.
- 17.4 All payments out of the Fund shall be by cheque or electronic transfer drawn on the Fund's account. All such cheques shall be signed or transfers authorised by the Secretary or Assistant Secretary of the Council.
- 17.5 The Fund shall be administered by the Council.
- 17.6 The Council may frame regulations for the carrying out of the objects of the Fund. A copy of such regulations and any amendment thereto shall be lodged with the Department of Labour.
- 17.7 Immediately a person ceases to be an employee in the Industry he shall have no claim whatsoever on the funds or benefits of the Fund.
- 17.8 A public accountant whose remuneration shall be decided by the Council shall be appointed annually. The public accountant shall audit the accounts of the Fund annually, and not later than 1 June in each year, prepare a statement showing:-
- 17.8.1 all moneys received-
- 17.8.1.1 in terms of sub clause 17.2 hereof;
- 17.8.1.2 from any source; and
- 17.8.2 expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Department of Employment and Labour, within three months after the close of the period covered by it.
- 17.9 All administrative charges, banking and audit charges shall be a charge upon the Fund.
- 17.10 Benefits shall cease when the funds in hand drop to less than R15 000.00 and shall not be resumed until the funds in hand amount to not less than R20 000.00. Any benefits, the payment of which an employee would have been entitled immediately, but for this sub clause, shall become a first charge on the Fund when payments are resumed.
- 17.11 Subject to the regulations of the Fund referred to in sub clause 17.6 of this clause, the Fund provides for the following minimum benefits to all employees in the Industry:
- 17.11.1 No benefits are available in respect of:
- (i) Any injury covered by Workman's Compensation;
- (ii) Illness arising from pregnancies, alcoholism, venereal disease, drug addiction or member's own negligence;
- (iii) Operations or Confinements.
- 17.11.2 In order to claim benefits, you will have to personally have to present your identity document to the doctor, and inform him that he is bound by the rules of the Sick Fund. The benefits are not available to the family of the member.

- 17.11.3 All employees in respect of whom 13 consecutive weekly contributions have been paid, shall be entitled to -
- (i) Eight (8) ordinary consultations per annum by any General Practitioner, excluding treatment in respect of any pregnancy. The Sick Fund will cover up to a maximum of R250.00 (Two Hundred and Fifty Rand) including any medication dispensed. The balance must be paid for by the member.
 - (ii) Refund of specialist's fees to a maximum of R3000.00 per 12-month period. This service must be obtained on the recommendation of a registered general practitioner i.e. a doctor.
 - (iii) Free transport to state hospital by ambulance.
 - (iv) Free dental extraction, fillings and scaling of teeth (Limited R750.00 p.a.)
 - (v) Half the cost of eye surgeon's fees provided these are obtained by the Fund Optician's recommendation.
 - (vi) Free chiropractic treatments. (Limited R500.00 p.a.)
 - (vii) Hospital cost of R16.00 per day for employee's state to a maximum of 14 days each year.
- 17.11.4 To all employees in respect of whom 52 contributions have been paid, the following further additional benefits shall apply:
- (i) We pay 33 1/3 per cent of the cost of the eye examination, and lenses. Frames we pay R150.00. The employee to pay all other excesses himself
 - (ii) Dentures and dental repairs. We pay 50%.
 - (iii) Operations we pay R500.00 per annum - State Hospitals only.
 - (iv) Radiologists - Limited R500.00 per annum.
 - (v) Pathologists - limit R500.00 per annum

Claims must be submitted on the prescribed form accompanied by the medical certificate.

N.B: Please note only benefits detailed are covered. Members are responsible for extra costs incurred.

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- 18.1 Every employer in the Industry who has not already done so under the provisions of any Agreement previously in force in the Industry shall within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall within one month from the date of commencement of operations by him, forward to the Secretary of the Council, P.O. Box 9890, Johannesburg, 2000, or by email or fax, the following particulars:
- 18.1.1 Full name of firm;
 - 18.1.2 Business address;
 - 18.1.3 The trade or trades carried on by him in the Industry:

- 18.1.4 Names and identity numbers of all his employees and occupation in which employed. This information is required in respect of all employees, whether directors, administration staff and the like, whether or not they are listed in the wage categories set out in clause 6 of the main collective agreement.
- 18.2 Where the employer is a partnership, company or close corporation, information in accordance with sub clause 18.1 of this clause as well as the names of the partners shall be furnished.
- 18.3 Every employer shall, in the event of any change in the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council a notification of any such change within one month from the date upon which such change took effect.

19. RECORDS TO BE KEPT BY EMPLOYERS

19.1 *Hours and wages record:*

- 19.1.1 Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times records containing at least the following information:
- (i) The employee's name and occupation, identity number/passport or permit number;
 - (ii) The time worked by each employee;
 - (iii) The remuneration paid to each employee;
 - (iv) The date of birth of any employee under 18 years of age; and
 - (v) Any other prescribed information.
- 19.1.2 Every employer shall keep the record referred to in paragraph 19.1.1 of this sub-clause for a period of three years from the date of the last entry in the record.

- 19.2 **Attendance record:** Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1997, in which any employee who wishes to do so may, and every employee whose employer requires him to do so, shall record his correct times of arrival at and departure from work.

20. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL

Employees' representatives on the Council shall be given every reasonable facility by their employers to attend their duties in connection with meetings of such Councils.

21. PROHIBITION OF CESSION OF BENEFITS

No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or be recognised by the Council or his employer.

22. NON OR LATE PAYMENTS

Whenever an employer pays any sum of money, which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to the interest as determined by the Council from time to time of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

23. REVISION OF WAGES

The wages prescribed for the Canvas Goods Industry shall be negotiable by the employers' organisation and the trade union for a period to be agreed by the parties and implemented in terms of this agreement.

24. LEGAL COSTS

- 24.1 For purposes of this clause "money" means any amount of money and includes money that an employer has to deduct or has deducted from moneys due to an employee by virtue of any obligation, but not paid over to the Council.
- 24.2 When the Council instructs an attorney to collect money from an employer, the employer shall be liable to the Council for all the legal costs incurred by the Council in the recovery of the amount due including costs on the attorney and own client scale irrespective of whether the Council instituted civil proceedings or arbitration proceedings or whether those proceedings have commenced or not.
- 24.3 When the Council instructs a natural or legal person other than an attorney to collect money, then the employer shall be liable for the costs and fees determined by the Council to be costs and fees payable by the Council to such person in the recovery of the amount due by the employer.

25. INTEREST CLAUSE

Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, interest shall be payable monthly on such amount or on any such lesser amount as may remain unpaid, calculated from the due date at the interest rate of seven percent (7%) per annum to date of payment.

25.1 Expiry, Liquidation or Cessation

- 25.1.1 In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or dealt with in terms of the provisions of sub-clause 25.1.4 hereunder; Provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund without dealing with

same in terms of clause 25.1.4 is entered into within two years of the date of expiry of this Agreement.

25.1.2 In the event of liquidation, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be dealt with in terms of clause 25.1.4 hereunder.

25.1.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 23 of the Act, a management committee shall continue to administer the Fund and the members of the Council existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, that any vacancy occurring on the Committee may be filled by the Registrar of Labour Relations from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee.

In the event of such Management Committee being unable or unwilling to discharge its duties or in the event of a deadlock which, in the opinion of the Registrar of Labour Relations, renders the administration of the Fund impracticable or undesirable, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee.

If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, functioning in terms of clause 25.1.3 of this clause and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed in accordance with the provisions of clause 25.1.4 hereof.

25.1.4 On the happening of all or any of the events dealt with in clauses 25.1.1, 25.1.2 and 25.1.3 above, the Council, management committee, trustee or trustees as the case may be, shall deal with any monies remaining to the credit of the Fund after payment of all claims against the Fund as specified in clause 25.1.2, (hereinafter referred to as the "balance") as follows:

25.1.4.1 On the happening of all or any of the abovementioned events, the Council, Management Committee, trustee or trustees will call a meeting in order to agree to the date upon which all contributions by both employers and employees will cease (hereinafter referred to as "the cut-off date"). From the cut-off date, no more contributions will be put in or taken out of the Fund, and employees will no longer be entitled to draw any further benefits in relation to the Fund. All doctors and other medical suppliers will be duly notified in writing of the cut-off date, and all employers and employees shall receive at least

25.1.4.2 one (1) months written notice of the Sick Fund ceasing to operate. All those employers and employees in good standing with regard to their contributions towards the Fund as at the date of the happening of any of such events shall be entitled to receive payment of a share of the balance of the Fund in such proportion to the amount that such employer or employee respectively have contributed towards the Fund, calculated prorate to the balance remaining in the Fund.

25.1.4.3 All employees, entitled to receive a payment in terms of sub-clause 25.1.4.2 above, shall ensure that the Secretary of the Council has been

provided in writing within six (6) months from the date of the happening of the event, with accurate bank details specifying his or her full names, identity number, name of bank, branch name and code, account number, and type of account.

Any employee failing to provide the written details as aforesaid, shall forfeit the entitlement to receive such payment.

- 25.1.4.4 Upon expiration of the six (6) month period as set out in 25.1.4.3 the last auditors of the Fund shall prepare a schedule of payments which are to be paid to employers and employees respectively, and such payments shall then be effected by the Council, management committee, trustee or trustees, as the case may be. All costs of the management committee, trustee, trustees or the auditor shall be taken into account and paid prior to the payment in terms of this sub-clause.

- 25.2 The funds of the Sick Fund surplus after meeting its requirements for expenses shall not be invested otherwise than in-

- 25.2.1 Stock of the Government of the Republic of South Africa or Local Government Stock;

- 25.2.2 National Savings Certificates;

- 25.2.3 Post Office Savings Accounts or Certificates;

- 25.2.4 Savings accounts, permanent shares or fixed deposits in building societies or banks; or

- 25.2.5 any other manner approved by the Registrar of Labour Relations.

26. COSTS and FINES

The Council shall be entitled to recover all monies disbursed by it in respect of legal and/or arbitration fees and expenses incurred, in its endeavour to secure compliance with this agreement. Such costs shall be determined on the same basis as set out in Section 138(10) of the Act, as read with the Rules from time to time.

- 26.1 Costs awarded by an arbitrator, may include:

- 26.1.1 the cost of arbitration;

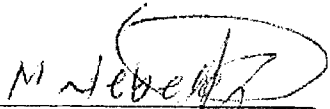
- 26.1.2 legal and professional costs and disbursements;

- 26.1.3 and other expenses incurred by the Council.

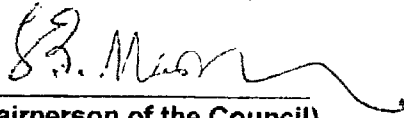
- 26.2 The Council shall be entitled to impose fines for non-compliance of this agreement on the same basis as is stipulated in terms of Section 33A (8) of the Act as read with Schedule 7 hereto.

The employers' organisation and the trade union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures hereto.

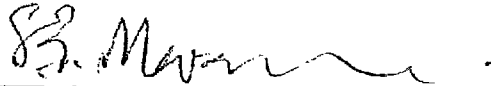
SIGNED AT JOHANNESBURG ON BEHALF OF THE PARTIES TO THE COUNCIL
ON THIS THE 23rd day of January 2020.



(Chairperson of the Council)



(Vice Chairperson of the Council)



CANVAS EMPLOYERS ORGANISATION
(S E MARCUSSEN)
(Chairperson)



SACTWU
(Regional Secretary)



S S COHEN
(Secretary of the Council)

ANNEXURE "A"**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY (GAUTENG)****To:**

I hereby tender one week's notice (commencing on (day of week) (day, month, year), to terminate my/your employment.

.....
Signature

Date:**Signature of recipient:****If signature of recipient cannot be obtained, state reasons:**

ANNEXURE "B"**RECORD OF SERVICE OF EMPLOYEE IN CANVAS GOODS INDUSTRY**

Name _____

Previous employment _____

Signature of holder _____

| Nature of employment | Date entered service | Rate of Pay | Date left service | Rate of Pay | Name and Signature of employer |
|----------------------|----------------------|-------------|-------------------|-------------|--------------------------------|
| | | | | | |

This record is to be retained by employer and returned to employee concerned only on termination of employment

ANNEXURE "C"**CONCILIATION GUIDELINES****1 Introduction:**

- 1.1 These guidelines deal with the manner in which the Council and the conciliators conduct conciliation proceedings;

2. Purpose of Guidelines:

2.1 The purpose of these guidelines are:

- 2.1.1 to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;
- 2.1.2 to help Conciliators perform their functions; and
- 2.1.3 to promote consistency in the Council's approach to conciliation proceedings.

- 2.2 These guidelines are drawn from the Commission for Conciliation, Mediation and Arbitration's (CCMA) best practice, the decisions of Commissioners of the CCMA, the Courts and the law.

3. Applications for Condonation:

- 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired.
- 3.2 The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.
- 3.3 If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
- 3.4 The application must include a signed statement which explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.

- 3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.
 - 3.6 The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.
 - 3.7 The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
 - 3.8 The Conciliator must consider the application and any representations of the parties must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following:
 - 3.8.1 The degree of lateness: If the referral is only a few days late, this may weigh in favour of condonation.
 - 3.8.2 The degree of fault of the referring party of his/her authorised representative. If the referral was late owing to a circumstance beyond the control of the applicant, this may weigh in favour of condonation.
 - 3.8.3 The reasonableness of the explanation: If the explanation is improbable, this should weigh against condonation.
 - 3.8.4 Prejudice to the other parties to the dispute.
 - 3.8.5 Prospects of success.
4. **Province in which dispute is conciliated:**
- 4.1 A dispute should be conciliated in the province in which the dispute arose.
 - 4.2 The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practical to do so.

5. Jurisdictional Disputes:

- 5.1 The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly, its policy is not to determine jurisdictional disputes at conciliation.
- 5.2 If a party objects to the jurisdiction of the Council, the conciliator may:
- 5.2.1 conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; and
 - 5.2.2 Issue a certificate stating that the dispute has not been resolved.

6. Discretion to assume jurisdiction:

- 6.1 If at any time the Council becomes aware that the dispute could have been resolved by another bargaining council, an accredited agency or in terms of a collective agreement, the Council may, in terms of Section 147 of the Act:
- 6.1.1 Exercise its discretion to assume jurisdiction;
 - 6.1.2 Refer the dispute to the appropriate person or body for resolution.
- 6.2 In determining whether or not to assume jurisdiction in terms of Section 147 of the Act, the Council must be guided by whether:
- 6.2.1 the referral is an attempt to bypass agreed or statutory procedures;
 - 6.2.2 substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
 - 6.2.3 the Council has jurisdiction.
- 6.3 If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.

7. Failure to attend conciliation proceedings:

- 7.1 If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may:

7.1.1 postpone the conciliation;

7.1.2 issue a certificate that the dispute has not been resolved.

Before issuing a certificate, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.

7.2 If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may:

7.2.1 postpone the proceedings; or

7.2.2 dismiss the referral.

Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.

7.3 If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred to about the fairness of a dismissal, and if the 30-day time limit for referral has expired, they must apply for condonation in terms of paragraph 3 above.

8. Representation at conciliation proceedings:

8.1 Rule 25 of the CCMA Rules (as promulgated in the Gazette 5 December 2003, R1748 in GG25797) of the Rules explicitly states who may appear or be a representative in conciliation proceedings. A Conciliator does not have discretion to allow a person not listed in Rule 25 of the CCMA Rules to appear or act as a representative.

In the conciliation proceedings, a party to the dispute may appear in person or be represented only by:

8.1.1 a director or employee of that party; or

- 8.1.2 any member, office bearer or official of that party's registered trade union or registered employers' organisation.
- 8.2 If a party objects to a representative or the Conciliator is of the opinion, that a representative is not authorised in terms of Rule 25 of the CCMA Rules, the Conciliator must decide whether that representative may attend.
- 8.3 A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as representative in terms of Rule 25 of the CCMA Rules. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company and recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. **Application for postponement:**

- 9.1 The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitable causes delay.
- 9.2 The Council will not allow matters to be postponed unless:
- 9.2.1 there is good reason to do so;
 - 9.2.2 the application is in good faith;
 - 9.2.3 the application is made as soon as practicable; and
 - 9.2.4 the other parties to the dispute are not unduly prejudiced.
- 9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (in Rule 25 of the CCMA Rules), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

10. Impartiality of Conciliators:

- 10.1 A Conciliator must be independent and must be seen to be independent. Conciliators should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality.
- 10.2 After disclosure, a Conciliator may conciliate if both parties so desire, but should withdraw if he or she believes that a conflict of interest exist irrespective of the view expressed by the parties.
- 10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.
- 10.4 Conciliators must conduct themselves in such a way as to avoid any inference of bias.

11. Conclusion:

These guidelines lay down general principles to guide the Council's conciliators and staff in the exercising of their powers and functions. These principles are not hard and fast rules and every case presented to the Council must be considered on its merits.

NATIONAL TREASURY

NO. 326

20 MARCH 2020

ANNEXURE A

ALLOCATIONS TO METROPOLITAN MUNICIPALITIES OF GENERAL FUEL LEVY
REVENUE

I, Tito Titus MBOWENI, Minister of Finance, in terms of item 3(2)(a) of Schedule 1 of the Taxation Laws Amendment Act, 2009 (Act No. 17 of 2009), hereby publish the allocations to be made to the metropolitan municipalities from the General Fuel Levy Revenue, as set out below:

Allocations of the Sharing of the General Fuel Levy to Metropolitan Municipalities for the 2020/21 Financial Year

| Municipality | Allocation | R'thousand |
|--|-------------|------------|
| Buffalo City Metropolitan Municipality | R 593 337 | |
| City of Cape Town Metropolitan Municipality | R 2 594 972 | |
| City of Johannesburg Metropolitan Municipality | R 3 683 458 | |
| City of Tshwane Metropolitan Municipality | R 1 492 460 | |
| Ekurhuleni Metropolitan Municipality | R 1 781 414 | |
| eThekweni Metropolitan Municipality | R 2 854 469 | |
| Mangaung Metropolitan Municipality | R 319 813 | |
| Nelson Mandela Bay Metropolitan Municipality | R 706 955 | |

Signed at Pretoria on this 4 day of MARCH 2020



TT MBOWENI, MP
MINISTER OF FINANCE

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 327

20 MARCH 2020

LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF 1996)

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicant, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General

Director: Tenure Systems Implementation

Department of Rural Development and Land Reform

199 Pietermaritzburg Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650;

Fax: 033 – 3422103

File Reference: DC22/KZ222/200

SCHEDULE**Applicants:**

| No. | Name and Surname | Identity Number |
|-----|-------------------------|------------------|
| 1. | Mr. Mbambo Alson Mchunu | 410030 4516 08 9 |

Property:

| No. | Property Description | Locality (District) | Current Title Deed No | Current Owner | Bonds and Restrictive Conditions (Interdicts) |
|-----|----------------------|---------------------|-----------------------|---------------|---|
| 1. | Middledraad | uMgungundlovu | n/a | KZN Wild Life | n/a |



SIGNED BY: Mr. B.E Ntuli

DIRECTOR: TENURE REFORM IMPLEMENTATION

DULY AUTHORISED

For **DIRECTOR-GENERAL: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM**

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 328

20 MARCH 2020

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/1073/0/0/63

CLAIMANT : Giyose Tshaya (Family Claim)

PROPERTY DESCRIPTION : Unregistered and unsurveyed Mtingwevu Location
no. 21 Cofimvaba, Intsika Yethu Local Municipality in
Chris Hani District Municipality in the Eastern Cape
Province

EXTENT OF LAND : Estimation of 2 Hectares

TITLE DEED : N/A

DATE CLAIM SUBMITTED : 31 December 1998

CURRENT OWNER : Department of Agriculture, Rural Development and
and Land Reform

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within fourteen (14) days from the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Rural Development and Land Reform
PO Box 1375
East London
5200
Tel : 043 700 6000
Fax : 043 743 3687



Mr. L.H. Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 329

20 MARCH 2020

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/1086/0/0/57

CLAIMANT : **Rodgers Sobuza (On behalf of his father Richard Sobhuza)**

PROPERTY DESCRIPTION : Portion of land in Mokhesi Ward No. 8, Sterkspruit, Senqu Local Municipality, Joe Gqabi District in the Eastern Cape Province

EXTENT OF LAND : 1,3136 Hectares

TITLE DEED : N/A

DATE CLAIM SUBMITTED : 20 December 1998

CURRENT OWNER : Department of Agriculture , Land Reform and Rural Development

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within fourteen (14) days from the publication of this notice, any comments/information to:

**Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Rural Development and Land Reform**

PO Box 1375

East London

5200

Tel : 043 700 6000

Fax : 043 743 3687



**Mr. L.H. Maphutha
Regional Land Claims Commissioner**

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 330

20 MARCH 2020

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT,
1994 (ACT NO.22 OF 1994)**

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE : 6/2/2/D/1086/0/0/22

CLAIMANT : **Ms. Lena Norman (On behalf of Norman Family)**

PROPERTY DESCRIPTION : Unsurveyed piece of land at Grootrivier Witterbergen
Admin Area, Sterkspruit, Senqu Local Municipality
under Joe Gqabi District, Eastern Cape Province

EXTENT OF LAND : Arable : 2 Hectares
Lot : 1 Hectare

TITLE DEED : N/A

CURRENT OWNER : National Department of Rural Development and Land
Reform

DATE SUBMITTED : 31/12/1998

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within fourteen (14) days from the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Rural Development and Land Reform
PO Box 1375
East London
5200
Tel : 043 700 6000
Fax : 043 743 3687


Mr. L.H. Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 331

20 MARCH 2020

LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF 1996)

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicant, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General

Director: Tenure Systems Implementation

Department of Rural Development and Land Reform

199 Pietermaritzburg Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650;

Fax: 033 – 3422103

File Reference: DC22/KZ221/93

SCHEDULE**Applicants:**

| No. | Name and Surname | Identity Number |
|-----|------------------|-----------------|
| 1. | Mr. Khehla Xulu | n/a |

Property:

| No. | Property Description | Locality (District) | Current Title Deed No | Current Owner | Bonds and Restrictive Conditions (Interdicts) |
|-----|----------------------|---------------------|-----------------------|---------------|---|
| 1. | Sappi Indian Village | uMgungundlovu | n/a | Sappi | n/a |



SIGNED BY: Mr. B.E Ntuli

DIRECTOR: TENURE REFORM IMPLEMENTATION

DULY AUTHORISED

For **DIRECTOR-GENERAL: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM**

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 332

20 MARCH 2020

LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF 1996)

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicants, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General

Director: Tenure Systems Implementation

Department of Rural Development and Land Reform

199 Pietermaritzburg Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650;

Fax: 033 – 3422103

File Reference: DC22/KZ221/63

SCHEDULE**Applicants:**

| No. | Name and Surname | Identity Number |
|-----|-------------------------------|------------------|
| 1. | Ms. Nomaswazi Paulina Sokhela | 310819 0189 08 8 |
| 2. | Mr. Phumowakhe Elliot Sokhela | 400728 5156 08 0 |

Property:

| No. | Property Description | Locality (District) | Current Title Deed No | Current Owner | Bonds and Restrictive Conditions (Interdicts) |
|-----|--|---------------------|-----------------------|------------------|---|
| 1. | Condeni Farm: Sub 16 of Shooter's hill No. 908 | uMgungundlovu | T31294/1995 | Solomon Brothers | n/a |



SIGNED BY: Mr. B.E. Ntuli

DIRECTOR: TENURE REFORM IMPLEMENTATION

DULY AUTHORISED

For **DIRECTOR-GENERAL: DEPARTMENT OF RURAL DEVELOPMENT AND LAND
REFORM**

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 333

20 MARCH 2020

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF 1996)

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicants, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General

Director: Tenure Systems Implementation

Department of Rural Development and Land Reform

199 Pietermaritzburg Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650;

Fax: 033 – 3422103

File Reference: DC22/KZ222/94


SCHEDULE

Applicants:

| No. | Name and Surname | Identity Number |
|-----|---------------------|------------------|
| 1. | Mr. Anthony Hadebe | 441223 5341 08 1 |
| 2. | Ms. Nomahlazo Zondi | 400404 4089 08 5 |

Property:

| No. | Property Description | Locality (District) | Current Title Deed No | Current Owner | Bonds and Restrictive Conditions (Interdicts) |
|-----|----------------------|---------------------|-----------------------|---------------------|---|
| 1. | Rhuberg 18605 | uMgungundlovu | T13345/1997 | RHUBERG INV PTY LTD | n/a |



SIGNED BY: Mr. B.E Ntuli

DIRECTOR: TENURE REFORM IMPLEMENTATION

DULY AUTHORISED

For DIRECTOR-GENERAL: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 334

20 MARCH 2020

**LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF
1996)**

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicant, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General
 Director: Tenure Systems Implementation
 Department of Rural Development and Land Reform
 199 Pietermaritz Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650;
 Fax: 033 – 3422103
 File Reference: DC22/KZ223/47


SCHEDULE

Applicants:

| No. | Name and Surname | Identity Number |
|-----|--------------------|------------------|
| 1. | Mr Nyawozakhe Xaba | 310418 5102 08 1 |

Property:

| No. | Property Description | Locality (District) | Current Title Deed No | Current Owner | Bonds and Restrictive Conditions (Interdicts) |
|-----|---------------------------------|---------------------|-----------------------|------------------------|---|
| 1. | Portion 1 of Sweethome No. 5359 | uMgungundlovu | T23641/2001 | Braithwaite Farming CC | n/a |



SIGNED BY: Mr. B.E Ntuli

DIRECTOR: TENURE REFORM IMPLEMENTATION

DULY AUTHORISED

For DIRECTOR-GENERAL: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 335

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

20 MARCH 2020

GENERAL NOTICE IN TERMS OF RESTITUTION OF LAND RIGHTS ACT, 1994 [ACT 22 OF 1994] AS AMENDED

Notice is hereby given in terms of Section 11[1] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended, that a land claim for **Restitution of Land Rights** has been lodged by **Mr Joine Boy Mahlangu** [ID No. 381004 5203 08 9] on behalf of **Mahlangu Family** on the property mentioned hereunder situated in **Steve Tshwete Local Municipality, Nkangala District in the Mpumalanga Province: [KRP: 9763]**

CURRENT PARTICULARS OF THE PROPERTY

DE VOETPADSKLOOF 113 JS

| Description of property | Owner of Property | Title Deed Number | Extent of Property | Bonds | Bond Holder | Other Endorsements |
|-------------------------|---|-------------------|--------------------|-------|-------------|--------------------|
| Portion 3 | Forever Resorts Waterfall (200201775507) | T71151/2007 | 518.9294 H | None | None | None |

The Regional Land Claims Commissioner, Mpumalanga Province will investigate all the claims in terms of the provisions of the Act, any party interested in the above mentioned property is hereby invited to submit within 30 [Thirty days] from the date of publication of this notice to submit any comments, or further information to:

Commissioner for Restitution of Land Rights

Private Bag X7201

Witbank

1035

TEL NO: 013 655 1000

FAX NO: 013 690 2438


CHECKED BY: MRS R SINGH

RESTITUTION ADVISOR

DATE: 26/02/2020


MR. L. H. MAPHUTHA

COMMISSIONER FOR RESTITUTION OF LAND RIGHTS

DATE: 20/03/20

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 336

20 MARCH 2020

LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF 1996)

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicants, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General

Director: Tenure Systems Implementation

Department of Rural Development and Land Reform

199 Pietermaritzburg Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650;

Fax: 033 – 3422103

File Reference: DC22/KZ222/95

SCHEDULE

Applicants:

| No. | Name and Surname | Identity Number |
|-----|----------------------|------------------|
| 1. | Ms. Koni Norah Dlomo | 500924 0540 08 4 |

Property:

| No. | Property Description | Locality (District) | Current Title Deed No | Current Owner | Bonds and Restrictive Conditions (Interdicts) |
|-----|-----------------------------|---------------------|-----------------------|----------------|---|
| 1. | Portion 41 of Woodlands 876 | uMgungundlovu | T12835/1989 | Sengwayo Trust | n/a |



SIGNED BY: Mr. B.E Ntuli

DIRECTOR: TENURE REFORM IMPLEMENTATION

DULY AUTHORISED

For **DIRECTOR-GENERAL: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM**

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 337

20 MARCH 2020

LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF 1996)

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicant, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General

Director: Tenure Systems Implementation

Department of Rural Development and Land Reform

199 Pietermaritzburg Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650;

Fax: 033 – 3422103

File Reference: DC22/KZ222/07

SCHEDULE

Applicants:

| No. | Name and Surname | Identity Number |
|-----|--------------------------|------------------|
| 1. | Mr. Mthukutheli Mlotshwa | 230518 5105 08 8 |

Property:

| No. | Property Description | Locality (District) | Current Title Deed No | Current Owner | Bonds and Restrictive Conditions (Interdicts) |
|-----|---------------------------------|---------------------|-----------------------|------------------|---|
| 1. | Portion 0 of Inhluzane no. 2032 | uMgungundlovu | T3942/1973 | SAMANTHA MCHARDY | n/a |



SIGNED BY: Mr. B.E Ntuli

DIRECTOR: TENURE REFORM IMPLEMENTATION

DULY AUTHORISED

For **DIRECTOR-GENERAL: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM**

DEPARTMENT OF TRADE AND INDUSTRY

NO. 338

20 MARCH 2020

CO-OPERATIVES THAT HAVE BEEN REMOVED FROM THE REGISTER

1. SIYANQOBA CO-OP LTD (K6/3/9/12772)
2. CARLOSE CO-OP LTD (K6/3/9/12771)
3. SIZAMELISIZWE CO-OP LTD (K6/3/9/12790)
4. ZUZUMNOTHO AGRICULTURAL CO-OP LTD (K6/3/3/12274)
5. TSHOLOFELONTLE PRIMARY AGRICULTURAL CO-OP LTD (K6/3/3/1353)
6. MATSENI CO-OP LTD (K6/3/9/12413)
7. MATHWANYA CO-OP LTD (K6/3/9/12757)
8. KABOKWENI CO-OP LTD (K6/3/9/12796)
9. OPEN CO-OP LTD (K6/3/9/12765)
10. RICHTERSVELDT LANDBOUKOPERASIE BEPERK (K6/3/3/0967)
11. IZIPHIKELELI CO-OP LTD (K6/3/9/12773)
12. HLOMULA ISILO CO-OP LTD (K6/3/9/12785)
13. HIGH CLASS CO-OP LTD (K6/3/9/12747)
14. ISULETHU AGRICULTURAL CO-OP LTD (K6/3/3/0979)
15. GABIGABI CO-OP LTD (K6/3/9/12764)
16. INHLANHLINATHI CATERERS CO-OP LTD (K6/3/9/12761)
18. IQHAWA CO-OP LTD (K6/3/9/12766)
19. TLHAGO KE PHOLO BOSWA AGRICULTURAL CO-OP LTD (K6/3/3/13464)
20. MUSINA GEMSTONE MINING CO-OP LTD (K6/3/9/13587)
21. NKATHAZO CO-OP LTD (K6/3/9/13598)
22. GA-MOTLATLA AGRICULTURAL CO-OP LTD (K6/3/3/13854)
23. PHUTHA LICHABA HOUSING AND CONSTRUCTION CO-OP LTD (K6/3/9/13851)
24. REPHUTHADITJHABA AGRICULTURAL CO-OP LTD (K6/3/3/13836)
25. NDHAVUKO-XIVHALO MULTI-PURPOSE CO-OP LTD (K6/3/9/13998)
26. MATLAPENG FUNERAL SERVICES CO-OP LTD (K6/3/9/12315)
27. JACOBS BROTHERS CO-OP LTD (K6/3/3/13124)
28. ENKUNDLENI CO-OP LTD (K6/3/9/12310)
29. THE BIG EIGHT GEERAL CO-OP LTD (K6/3/3/12313)
30. MISSION AGRICULTURAL CO-OP LTD (K6/3/3/13394)
31. MTUNGWA HAIR AND COSMETIC CO-OP LTD (K6/3/9/13852)
32. TAFIDZA CO-OP LTD (K6/3/9/13485)

Notice is hereby given that the names of the abovementioned co-operatives will, after the expiration of thirty days from the date of this notice, be struck off the register in terms of the provisions of section 71A of the Co-operatives Amendment Act, No 6 of 2013.

Any objections to this procedure, which interested persons may wish to raise, must together with the reasons therefore, be lodged with this office before the expiration of the period of thirty days.

REGISTRAR OF CO-OPERATIVES

Office of the Registrar of Co-operatives

Dti Campus

77 Meintjies Street

Pretoria

0002

Private Bag X237

Pretoria

0001

DEPARTMENT OF TRADE AND INDUSTRY

NO. 339

20 MARCH 2020

CO-OPERATIVES THAT HAS BEEN REMOVED FROM THE REGISTER

1. LEHLABILE UPHOLSTERY AND LEATHER WORKS CO-OP LTD (K6/3/9/13533)
2. KUDE KWALAPHA CO-OP LTD (K6/3/9/13769)
3. KOPA-VREDE FARMERS CO-OP LTD (K6/3/3/13531)
4. THUSANANG MA-AFRICA GENERAL CO-OP LTD (K6/3/9/13767)
5. MOSEKAPHOFU FARMING 2 SERVICE CO-OP LTD (K6/3/3/13535)
6. UNYAWO LONWABU CO-OP LTD (K6/3/9/14647)
7. NONYAKA CONSTRUCTION AND TOWN PLANNING CO-OP LTD (K6/3/9/14228)
8. GO GETTERS CO-OP LTD (K6/3/9/13543)
9. KABINDE CONSTRUCTION HOUSE BUILDING AND TRANSPORT CO-OP LTD (K6/3/9/14229)
10. V6 CAR WASH CO-OP LTD (K6/3/9/13993)
11. AUSTERJACO CO-OP (K6/3/9/14214)
12. SOTOBÉ KA MACWINGWANE CO-OP LTD (K6/3/9/14210)
13. BOKGONI CONSTRUCTION HOUSING AND TRANSPORT CO-OP LTD (K6/3/9/14208)
14. PFUKANI SKILLS DEVELOPMENT CO-OP LTD (K6/3/9/14202)
15. KING BUFFALO TRANSPORT AND TOURISM CO-OP LTD (K6/3/9/14227)
16. VELA BAJABULE WEAR CO-OP LTD (K6/3/9/14230)
17. ABAFAZI BOMPHUTHO CO-OP LTD (K6/3/9/14224)
18. NOJOLI YOUNG WOMEN CO-OP LTD (K6/3/9/13207)
19. SIYAZAMA TRADING CO-OP LTD (K6/3/9/14439)
20. BADIRA-PHETOGO CO-OP LTD (K6/3/9/14274)
21. THAEZEN BRICKS AND HARDWARE CO-OP LTD (K6/3/9/14269)
22. DIRANG AGRICULTURAL CO-OP LTD (K6/3/33/14399)
23. INGOMSO CO-OP LTD (K6/3/9/14052)
24. NDLOBAMKHISHA CO-OP LTD (K6/3/9/13397)
25. MABETHA CO-OP LTD (K6/3/9/14259)
26. NSIKINSIKI TRADING CO-OP LTD (K6/3/9/14438)
27. JANDPA CO-OP LTD (K6/3/9/14586)
28. INDONSA WELCOME ART AND CRAFT CO-OP LTD (6/3/9/14051)
29. IMITHWANE CO-OP LTD (K6/3/9/14048)
30. MAOLOGANE ITEKENG CO-OP LTD (K6/3/9/13393)

Notice is hereby given that the names of the abovementioned co-operatives will, after the expiration of thirty days from the date of this notice, be struck off the register in terms of the provisions of section 71A of the Co-operatives Amendment Act, No 6 of 2013.

Any objections to this procedure, which interested persons may wish to raise, must together with the reasons therefore, be lodged with this office before the expiration of the period of thirty days.

REGISTRAR OF CO-OPERATIVES

Office of the Registrar of Co-operatives

Dti Campus

77 Meintjies Street

Pretoria

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Private Bag X237

Pretoria

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DEPARTMENT OF TRADE AND INDUSTRY

NO. 340

20 MARCH 2020

CO-OPERATIVES THAT HAVE BEEN REMOVED FROM THE REGISTER

1. MLIBO CO-OP LTD (K6/3/9/13843)
2. PHINDUVUKE WOMEN TRANSPORT AND BRICKS MANUFACTURING CO-OP LTD (K6/3/9/13850)
3. MOGALE WA TSHWANE BRICKS MANUFACTURING AND BUILDING MATERIALS SUPPLY CO-OP LTD (K6/3/9/13119)
4. ILISO LABANTU CO-OP LTD (K6/3/9/13845)
5. IPHAMOLE ENTERTAINMENT CO-OP LTD (K6/3/9/14449)
6. AGRI WOMEN CO-OP LTD (K6/3/3/13475)
7. ISILONDIWE CO-OP LTD (K6/3/9/13165)
8. AKHONA AMAKHOSIKAZI CONSTRUCTION AND TRANSPORT CO-OP LTD (K6/3/9/13685)
9. SANARI SKILLS DEVELOPMENT CENTRE CO-OP LTD (K6/39/13134)
10. IMIDUZE CO-OP LTD (K6/3/9/13734)
11. TSITSANWANA AGRICULTURAL CO-OP LTD (K6/3/3/13126)
12. NXAMAGELE AGRICULTURAL CO-OP LTD (K6/3/3/13735)
13. MATAKAMANE POULTRY AND GENERAL FARMING CO-OP LTD (K6/3/3/13749)
14. WOMEN'S POWER CO-OP LTD (K6/3/9/13733)
15. SUKUMANI MA AFRIKA CO-OP LTD (6/3/9/13751)
16. SUPERFIRE DESIGN CO-OP LTD (K6/3/9/13732)
17. MASIPHUCUME CO-OP LTD (K6/3/9/13744)
18. ZANEXOLO CO-OP LTD (K6/3/9/13750)
19. TUGELA ESTATE AQUACULTURE CO-OP LTD (K6/3/9/13737)
20. MASIJONGANE CO-OP LTD (K6/3/9/13688)
21. ZENZELE SMALL ENTERPRISE CO-OP LTD (K6/3/9/13745)
22. OKUHLEKWENZWE CO-OP LTD (2018/006051/24)
23. IZINGCITHABCHOPHO FILM MAKERS CO-OP LTD (2018/009826/24)
24. S.S.S. MULTI-PURPOSE CO-OP LTD (2006/00755/24)
25. REMMOGO MULTI-PURPOSE CO-OP LTD (2013/007600/24)
26. FATLHOSANANG FARMING AND CATERING CO-OP LTD (2011/000589/24)
27. SCHOEMAN HOEK CO-OP LTD (K6/3/9/12306)
28. AZANIA VUKA CO-OP LTD (K6/3/9/12000)
29. HATIPFUXIA CO-OP LTD (K6/3/3/12305)
30. KHALIPHA AFRICA CO-OP LTD (K6/3/9/13680)
31. MALEKE CO-OP LTD (K6/3/9/13683)
32. BAPHILE TRANSPORT AND TOURISM CO-OP LTD (K6/3/9/13676)

Notice is hereby given that the names of the abovementioned co-operatives will, after the expiration of thirty days from the date of this notice, be struck off the register in terms of the provisions of section 71A of the Co-operatives Amendment Act, No 6 of 2013.

Any objections to this procedure, which interested persons may wish to raise, must together with the reasons therefore, be lodged with this office before the expiration of the period of thirty days.

REGISTRAR OF CO-OPERATIVES

Office of the Registrar of Co-operatives
Dti Campus
77 Meintjies Street
Pretoria
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Private Bag X237
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DEPARTMENT OF TRADE AND INDUSTRY

NO. 341

20 MARCH 2020

CO-OPERATIVES THAT HAVE BEEN REMOVED FROM THE REGISTER

1. ZONDINDLALA CO-OP LTD (K6/3/9/13482)
2. ZENZELE CO-OP LTD (K6/3/9/13121)
3. HLALANI EKUKHANYENI AGRICULTURAL CO-OP LTD (K6/3/3/13838)
4. SEBOKA AGRICULTURAL CO-OP LTD (K6/3/3/13162)
5. MOENYANAPELE AGRICULTURAL CO-OP LTD (K6/3/3/13894)
6. IZINTOMBI ZOMGQIGQO CO-OP LTD (K6/3/3/13350)
7. GIJOME DALESIDE TOURISM CO-OP LTD (K6/3/9/13899)
8. BHALA EVENT TOURISM CO-OP LTD (K6/3/9/13917)
9. INJOBO OMNIBUS SECONDARY CO-OP LTD (K6/3/2/13837)
10. EMMANUEL MINISTRY GROUP CO-OP LTD (K6/3/9/13942)
11. TLHAGASOANE AGRI-BUSINESS CO-OP LTD (K6/3/9/13341)
12. KUYANTWELA BAKING CO-OP LTD (K6/3/9/13978)
13. MAHUDLU BAKERY CO-OP LTD (K6/3/9/13995)
14. MOLAKHOZA AGRICULTURAL CO-OP LTD (K6/3/3/13913)
15. GARDEN EQUIPMENT BOYS CO-OP LTD (K6/3/9/13481)
16. ILIMA LETSEMA SERVICES CO-OP LTD (K6/3/9/13483)
17. VEZULWAZI HOUSING AND CLEANING CO-OP LTD (K6/3/9/13853)
18. AMAKHONO ETHU CO-OP LTD (K6/3/9/13339)
19. TIYEMELENI AGRICULTURAL CO-OP LTD (K6/3/3/13387)
20. MAMA-WELL BAKERY CO-OP LTD (2012/009692/24)
21. MAUNGANI WETLAND AND TOURISM CO-OP LTD (K6/3/9/13945)
22. S.M.S.V.L CO-OP LTD (K6/3/9/13342)
23. K.M.G NTOKOZO CO-OP LTD (K6/3/9/13480)
24. MISA-OKUHLE TRADING AND SERVICES CO-OP LTD (K6/3/9/13337)
25. IMBELEKO CATTLE FARMERS CO-OP LTD (K6/3/3/13876)
26. SISOKOLA SONKE CO-OP LTD (K6/3/9/14474)
27. EMANUEL MINISTRY GROUP CO-OP LTD (K6/3/9/13942)
28. EMV'EKHAYA DEVELOPMENTS SKILLS CO-OP LTD (K6/3/9/13963)
29. SICEDA INDLALA FARMERS CO-OP LTD (K6/3/9/14115)
30. TUDUNGWE YOUTH CO-OP LTD (K6/3/9/13478)
31. IMFIHLAKALO CO-OP LTD (K6/3/9/13167)
32. MAPHELA INK CO-OP LTD (K6/3/9/13479)

Notice is hereby given that the names of the abovementioned co-operatives will, after the expiration of thirty days from the date of this notice, be struck off the register in terms of the provisions of section 71A of the Co-operatives Amendment Act, No 6 of 2013.

Any objections to this procedure, which interested persons may wish to raise, must together with the reasons therefore, be lodged with this office before the expiration of the period of thirty days.

REGISTRAR OF CO-OPERATIVES

Office of the Registrar of Co-operatives

Dti Campus

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DEPARTMENT OF TRADE AND INDUSTRY

NO. 342

20 MARCH 2020

CO-OPERATIVES THAT HAS BEEN REMOVED FROM THE REGISTER

1. LEHLABILE UPHOLSTERY AND LEATHER WORKS CO-OP LTD (K6/3/9/13533)
2. KUDE KWALAPHA CO-OP LTD (K6/3/9/13769)
3. KOPA-VREDE FARMERS CO-OP LTD (K6/3/3/13531)
4. THUSANANG MA-AFRICA GENERAL CO-OP LTD (K6/3/9/13767)
5. MOSEKAPHOFU FARMING 2 SERVICE CO-OP LTD (K6/3/3/13535)
6. UNYAWO LONWABU CO-OP LTD (K6/3/9/14647)
7. NONYAKA CONSTRUCTION AND TOWN PLANNING CO-OP LTD (K6/3/9/14228)
8. GO GETTERS CO-OP LTD (K6/3/9/13543)
9. KABINDE CONSTRUCTION HOUSE BUILDING AND TRANSPORT CO-O P LTD (K6/3/9/14229)
10. V6 CAR WASH CO-OP LTD (K6/3/9/13993)
11. AUSTERJACO CO-OP (K6/3/9/14214)
12. SOTOBÉ KA MACWINGWANE CO-OP LTD (K6/3/9/14210)
13. BOKGONI CONSTRUCTION HOUSING AND TRANSPORT CO-OP LTD (K6/3/9/14208)
14. PFUKANI SKILLS DEVELOPMENT CO-OP LTD (K6/3/9/14202)
15. KING BUFFALO TRANSPORT AND TOURISM CO-OP LTD (K6/3/9/14227)
16. VELA BAJABULE WEAR CO-OP LTD (K6/3/9/14230)
17. ABFAZI BOMPHUTHO CO-OP LTD (K6/3/9/14224)
18. NOJOLI YOUNG WOMEN CO-OP LTD (K6/3/9/13207)
19. SIYAZAMA TRADING CO-OP LTD (K6/3/9/14439)
20. BADIRA-PHETOGO CO-OP LTD (K6/3/9/14274)
21. THAEZEN BRICKS AND HARDWARE CO-OP LTD (K6/3/9/14269)
22. DIRANG AGRICULTURAL CO-OP LTD (K6/3/33/14399)
23. INGOMSO CO-OP LTD (K6/3/9/14052)
24. NDLOBAMKHISHA CO-OP LTD (K6/3/9/13397)
25. MABETHA CO-OP LTD (K6/3/9/14259)
26. NSIKINSIKI TRADING CO-OP LTD (K6/3/9/14438)
27. JANDPA CO-OP LTD (K6/3/9/14586)
28. INDONSA WELCOME ART AND CRAFT CO-OP LTD (6/3/9/14051)
29. IMITHWANE CO-OP LTD (K6/3/9/14048)
30. MAOLOGANE ITEKENG CO-OP LTD (K6/3/9/13393)

Notice is hereby given that the names of the abovementioned co-operatives will, after the expiration of thirty days from the date of this notice, be struck off the register in terms of the provisions of section 71A of the Co-operatives Amendment Act, No 6 of 2013.

Any objections to this procedure, which interested persons may wish to raise, must together with the reasons therefore, be lodged with this office before the expiration of the period of thirty days.

REGISTRAR OF CO-OPERATIVES

Office of the Registrar of Co-operatives
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Pretoria
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Vol. 657

20 March
Maart 2020

No. 43110

PART 3 OF 3

DEPARTMENT OF TRADE AND INDUSTRY

NO. 343

20 MARCH 2020

CO-OPERATIVES THAT HAVE BEEN REMOVED FROM THE REGISTER

1. IKUSASA ALAZIWA CLEANING AND SECURITY SERVICES CO-OP LTD (K6/3/9/13279)
2. SIZAMINHLAHLA CO-OP LTD (K6/3/3/12083)
3. VIWE CO-OP LTD (K6/3/9/13718)
4. BONENE TRANSPORT AND TOURISM CO-OP LTD (K6/3/9/13140)
5. OCTAVIA CO-OP LTD (K6/3/9/12322)
6. VUKA USEBENZE CO-OP LTD (K6/3/9/13135)
7. EBENEZER DEVELOPMENT SERVICES CO-OP LTD (K6/3/9/12325)
8. SMART JEAN CO-OP LTD (K6/3/9/13793)
9. DEEP AND LOAD CO-OP LTD (K6/3/9/13128)
10. SILINDILE TRANSPORT AND CONSTRUCTION CO -OP LTD (K6/3/9/13668)
11. HUNGRY DESTROYERS CO-OP LTD (K6/3/9/12169)
12. SAKHIMIZI CO-OP LTD (K6/3/9/12176)
13. YANDISWA CO-OP LTD (K6/3/9/12178)
14. BOKKEVELD BIN HIRE CO-OP LTD (K6/3/9/12364)
15. TSHIPUERILE KE LEBELO CO-OP LTD (K6/3/9/12302)
16. NKOMAZI RED MEAT PRODUCERS CO-OP LTD (K6/3/3/12167)
17. MMARONA PLATINUM CO-OP LTD (K6/3/3/7124)
18. MTSEMBO STOCK FARMERS AGRICULTURAL CO-OP LTD (K6/3/3/13259)
19. DIGAGABI PRIMARY AGRICULTURAL CO-OP LTD (K6/3/3/5660)
20. SOUTH AFRICAN SMALL SCALE MINING CO-OP LTD (K6/3/9/13231)
21. BAITHUSI BURIAL CO-OP LTD (K6/3/9/13283)
22. MT MLIMA CO-OP LTD (K6/3/9/13201)
23. IKEMELENG PRIMARY CO-OP LTD (K6/3/9/13206)
24. NDLEBEZWAYO CO-OP LTD (K6/3/9/13216)
25. IMVELAPHI YAKWANTU CO-OP LTD (K6/3/9/13229)
26. YATHWASA INYANGA CO-OP LTD (K6/3/9/13282)
27. ILANGATYE MULTI-PURPOSE CO-OP LTD (K6/3/9/13202)
28. NTANDO YOUTH DEVELOPMENT CO-OP LTD (K6/3/9/13200)
29. NOGWAJA NEMVELO FARM CO-OP LTD (2015/000605/24)
30. OLA TECHNOLOGIES CO-OP LTD (2012/017376/24)
31. KGANYA CO-OP LTD (2016/002564/24)
32. NOGWAJA NEMVELO PRIMARY CO-OP LTD (2015/014426/24)

Notice is hereby given that the names of the abovementioned co-operatives will, after the expiration of thirty days from the date of this notice, be struck off the register in terms of the provisions of section 71A of the Co-operatives Amendment Act, No 6 of 2013.

Any objections to this procedure, which interested persons may wish to raise, must together with the reasons therefore, be lodged with this office before the expiration of the period of thirty days.

REGISTRAR OF CO-OPERATIVES

Office of the Registrar of Co-operatives

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Private Bag X237

Pretoria

0001

DEPARTMENT OF TRADE AND INDUSTRY

NO. 344

20 MARCH 2020

CO-OPERATIVES THAT HAS BEEN REMOVED FROM THE REGISTER

1. MATJHABENG DESIGNING CRAFT AND CRITICAL SKILLTZ COLLEGE PRIMARY CO-OP LTD (2012/015542)
2. TSWELOPELE PROJECTS PRIMARY CO-OP LTD (2012/018130/24)
3. IKHAYA COMMUNITY BASED TOURISM FORUM CO-OP LTD (K6/3/9/13733)
4. ALL SEASONS YOUTH@WORK CO-OP LTD (K6/3/3/13024)
5. MALEPE MASAKHE CO-OP LTD (K6/3/9/14663)
6. MATATSHE CO-OP LTD (K6/3/9/13314)
7. MUSA WETHU CO-OP LTD (K6/3/9/13760)
8. DIBUKA OFFICE STATIONERY CO-OP LTD (K6/3/9/14658)
9. ESIPHAHLANI CO-O P LTD (K6/3/3/13327)
10. MBUMBATSHA WOMEN PRIMARY CO-OP LTD (K6/3/9/14670)
11. THUBALAMI CO-OP (K6/3/9/14644)
12. MASIBAMBISANENI AGRICULTURAL CO-OP LTD (K6/3/3/14050)
13. OKWETHU AGRICULTURAL SKILLS DEVELOPMENT CO-OP LTD (K6/3/9/13326)
13. QUMRHA CO-OP LTD (K6/3/9/14384)
15. QINGQA MNTWANA CO-OP LTD (K6/3/9/14652)
16. TSHIRUNZINI CRUSHERS CO-OP LTD (K6/3/9/13328)
17. EASTERN CAPE INFOTECH CO-OP LTD (K6/3/9/13315)
18. VUKA MAMA CO-OP LTD (K6/3/3/13329)
19. THE GEL DIPELANENG ONE CO-OP LTD (K6/3/9/14190)
20. SEPHEO TOURISM CO-OP LTD (K6/3/9/14498)
21. SIPHOXOLO CO-OP LTD (K6/3/9/14306)
22. NIGELSON CO-OP LTD (K6/3/9/13779)
23. PHIKELELANI CO-OP LTD (K6/3/9/14641)
24. MANKGOLODI AGRICULTURAL CO-OP LTD (K6/3/3/13675)
25. TRIPPLE N CO-OP LTD (K6/3/9/12360)
26. ZANELITHA AGRICULTURAL CO-OP LTD (K6/3/3/13600)
27. NTEDEKA CO-OP LTD (K6/3/3/13584)
28. TSOHANG BASADI CO-OP LTD (K6/3/9/13979)
29. FORTRESS ENTERPRENEUSHIP CO-OP LTD (2009/004961/24)
30. ASANDA CO-OP LTD (K6/3/9/13205)

Notice is hereby given that the names of the abovementioned co-operatives will, after the expiration of thirty days from the date of this notice, be struck off the register in terms of the provisions of section 71A of the Co-operatives Amendment Act, No 6 of 2013.

Any objections to this procedure, which interested persons may wish to raise, must together with the reasons therefore, be lodged with this office before the expiration of the period of thirty days.

REGISTRAR OF CO-OPERATIVES

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DEPARTMENT OF TRANSPORT

NO. 347

20 MARCH 2020



**DETERMINATION
ON
VERBAL SAFETY-CRITICAL
COMMUNICATION
PROTOCOL**

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This protocol was researched and developed by the Railway Safety Regulator's Working Group on Verbal Safety Critical Communication.

Edition 1: VSCC Protocol 2018

Published by:

Railway Safety Regulator South Africa

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Website: <http://www.rsr.org.za>

Table of changes

| Edition and version number | Date | Scope |
|----------------------------|------|-------|
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TRAXTION SHELTAM

Foreword

Introduction

This document has been developed primarily with a view to achieving uniform and seamless verbal safety critical communication (VSCC) within the railway operations in South Africa. The railway industry in South Africa has seen itself conducting operational activities including verbal communication under normal, abnormal, and degraded modes of working, and during emergency situations. Non adherence to VSCC has contributed to numerous railway occurrences, including collisions and signals passed at danger (SPADS).

VSCC therefore is a crucial component of safe railway operations, and consequently non adherence to it may contribute to occurrences.

This protocol outlines the minimum requirements for the management of VSCC, including the framework to be implemented for safety related personnel in the execution of their operational activities. It seeks to explain the level of VSCCs required for safety related personnel within the railway industry in South Africa.

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1. Purpose

- 1.1 To provide a communication framework for effective VSCCs during railway operations.
- 1.2 To clarify what safety critical communication is, the procedure for using it and to ensure safe and seamless railway operations.
- 1.3 To contribute to the reduction of railway occurrences attributable to communication errors
- 1.4 To provide a standardised approach to VSCC within the railway operations in South Africa.

2. Scope

- 2.1 This protocol describes the VSCC requirements and approach applicable to safe railway operations
- 2.2 The protocol is applicable to all railway operations, applicable technologies, processes, procedures, rules , systems, sub-systems, or components that form part of a railway system.
- 2.3 It is designed for use by safety related personnel (safety critical personnel included) when they communicate verbally during the execution of their operational duties regardless of the technology that is being used.

3. Definition of Terms & Abbreviations

3.1 Definitions

3.1.1 abnormal working

deviation from the train's normal working on a portion of the network that may or may not impact on the service capacity

3.1.2 accountability

obligation or willingness, which cannot be shared, to accept ultimate responsibility or to account for one's actions

3.1.3 authorization

official permission or approval granted for the movement of rolling stock, i.e. train or shunt movement

3.1.4 competent

having the qualification, knowledge, skills, attitudes and capabilities required to function successfully, effectively and efficiently in a given job

3.1.5 communication

the act or process of using words, sounds, signs, or behaviours to express or exchange information or to express your ideas, thoughts, feelings, etc., to someone else. : a message that is given to someone : a letter, telephone call, etc. communications : the ways of sending information to people by using technology.

3.1.6 communication barriers

obstacles in a workplace that prevent effective exchange of ideas or thoughts. Such barriers include, Status differences, gender differences, cultural differences, prejudices, the organizational environment and linguistic barriers

3.1.7 degraded mode

any deviation from the primary mode of train movement on a portion of the network, including the condition of the rolling stock and railway infrastructure elements, which impact on service capacity, but which are still safe

3.1.8 digital Migration

migrating services from analogue to digital technology

3.1.9 emergency

serious, unexpected and potentially dangerous situation that requires immediate action

3.1.10 handshaking

exchange of information between an individual, group or device (or any combination of these) such that the sender and receiver(s) are in agreement that the information received is identical to that sent and that the interpretation of the information by the receiver(s) is the same as that intended by the sender

3.1.11 interoperability

ability of network, train and station operators to allow the safe and uninterrupted movement of rolling stock (at interfaces and intrafaces), between and on different networks as defined in the relevant national legislation (see foreword) to accomplish the required levels of safety (passengers, freight, public and the environment) and performance for those operations

3.1.12 interface

area, point, or location, either physical or organizational, where the activities or assets of two (or both) or more railway operators or a railway operator and another organization meet, and where the activities or assets interact (or both) or have the potential to affect one another (or both)

3.1.13 intraface

area, point, or location, either physical or organizational, where the activities assets (or both) of two or more functional disciplines within a railway operator meet, and where the activities or assets or both interact or have the potential to affect one another

3.1.14 responsibility

ability to act or decide on one's own and to explain such actions or decisions when asked

3.1.15 safety-critical work

functions and activities directly related to the authorization and control of rolling stock movements, and to the execution of the movement of rolling stock, including the direct supervision of persons undertaking these functions and activities

3.1.16 safety-related work

functions and activities that have an impact on safe railway operations, either directly (safety-critical work) or indirectly, including the certification of systems, subsystems or components for introduction as new or modified technologies for a network, train or station operation (or a combination thereof), or the maintenance of systems, subsystems or components which constitute a network, train or station operation (or a combination thereof), including the direct supervision of persons undertaking these functions and activities

3.1.17 phonetic alphabet

is a set of symbols or codes used to show what a speech sound or letter sounds like.

3.1.18 risk

exposure to the chance of injury or loss expressed in terms of likelihood (probability) and severity

3.1.19 risk management

process of identification of hazards, their quantification in terms of severity and likelihood (probability), the development of a plan/s to tolerate the risk, or transfer the risk, or treat the risk to reduce it to acceptable levels with the necessary controls (ALARP), or terminate the risk, and thereafter to monitor the residual risk to ensure it remains tolerable

3.1.19 railway system

integration of technologies, statutory, environmental and business requirements, and human factors, designed for the safe transportation of people and freight and which is commercially and environmentally sustainable and includes where relevant projects, products, policies, processes, procedures and assets

3.1.20 technology

created capability or capacity (or both) relating to systems (including subsystems and components), processes, and procedures applicable to network, train and station operators, as well as other interested and affected parties in the railway industry

3.1.21 telecommunication system

wired or wireless electronic communication system for either voice or data used directly or in support of a train authorization and control system, or for the provision of information related to train movements

3.1.22 train authorization and control system

system which provides a means to safely regulate the movement of trains on a railway through the use of appropriate technology and appropriate numbers of competent persons in safety related positions

3.1.23 verification

testing and evaluation of the system, subsystem or component to assure compliance with its specification or other requirements

3.2 Abbreviations

| | |
|-------------------|--|
| ALARP: | As low as reasonably practicable |
| GOI: | General operating instructions |
| RSR: | Railway safety regulator |
| SOP: | Standard operating procedures |
| SPAD: | Signal passed at danger |
| TAC&T: | Train authorization and control, and telecommunication |
| TWR: | Train working rules |
| VSCC: | Verbal Safety Critical Communication |
| WG: | Working group |

4. Verbal Safety-Critical Communication Requirements

4.1 Risk Management

- 4.1.1 Operators shall identify all activities that require VSCC under normal, degraded, abnormal and emergency situations.
- 4.1.2 The operators shall develop processes and procedures to ensure that risks related to VSCC are identified and effective control measures are developed and implemented.
- 4.1.3 The operator shall ensure that the implementation of control measures shall not result in additional risks which require further mitigation.
- 4.1.4 When VSCC is used under abnormal or degraded mode of train operations, the railway operators shall ensure that the risks associated with the equipments and tools used in VSCC are adequately identified and mitigated.
- 4.1.5 The functional tools used and method of working shall be appropriate for the mode of working.
- 4.1.6 When VSCC is used under abnormal or degraded mode, the operator shall develop processes and procedures to stipulate and manage reasonable time frames for the use of VSCC under abnormal or degraded mode of train operation.
- 4.1.7 Operators shall ensure VSCC risk assessments are effective and communicated to all relevant structures within the organization

4.2 Regulatory and Compliance Review

The operator shall develop processes and procedures to identify and ensure compliance with the published regulatory requirements related to VSCC rules and operating requirements.

4.3 Interoperability, interfaces and intrafaces

- 4.3.1 The operator shall develop processes and procedures to implement and manage VSCC at interfaces and intrafaces in accordance with the applicable requirements of SMS requirements, SANS 3000-2-6 and inline with this protocol, including:
 - 4.3.1.1 the implementation of proper VSCC handover processes where two or more operators are interfacing;

- 4.3.1.2 assurance that the equipment supporting or used for VSCC are aligned, interoperable and functional.

4.4 Verbal Safety-Critical Communication Requirements for Safety-Related Personnel

4.4.1 Applicability

- 4.4.1.1 Safety related personnel include but not limited to:

- i) persons involved with the execution of the movement of rolling stock, including the direct supervision of persons undertaking these functions and activities;
- ii) persons involved with the authorization and control of rolling stock movements, including the direct supervision of persons undertaking these functions and activities;
- iii) persons involved with the declaration of rolling stock as service worthy, including the direct supervision of persons undertaking these functions and activities; and
- iv) persons involved in the maintenance of railway infrastructure including the direct supervision of persons undertaking these functions and activities.

- 4.4.1.2 Effective VSCC shall take cognisance of the following:

- i) availability, functionality and/or effectiveness of the system, tool and/or equipment used;
- ii) Train Working Rules and/or General Operating Instructions;
- iii) Standard Operating Procedures;
- iv) description of the line and the relevant line-side equipment associated with route;
- v) timetables or scheduling; and
- vi) any other relevant documentation to be developed.

4.5 Competencies requirements to support VSCC in railway operations

4.5.1 Competencies

- 4.5.1.1 The operator shall establish, develop or adopt, document, implement and maintain policies, processes and procedures to ensure competencies of

employees undertaking safety related work in accordance with the applicable requirements of SANS 3000-4, including:

- i) education and training of employees undertaking safety related work that involve VSCC;
- ii) training and development shall be a dynamic and risk-driven process, focussing on specific communication requirements of a particular job/task/ activity;
- iii) requirements of applicable legislation and standards, including those specified in this document;
- iv) roles and responsibilities of employees involved in VSCC; and
- v) systems, tools and/or equipment used in VSCC.

4.5.2 Supervision

4.5.2.1 The operator shall develop processes and procedures for conducting VSCC supervision in accordance with the applicable requirements of SANS 3000-4, including:

- i) task observations with immediate feedback and corrective action in case of any transgressions related to VSCC;
- ii) realtime observation and/or listening of VSCC messages and provision of feedback to enhance safe railway performances. Playback of recorded VSCC conversations and corrective action where applicable to monitor compliance; and
- iii) provision of positive feedback where it is deserved, to motivate and promote safe railway operations;

Note: Safety briefings and symposiums shall also be utilised to discuss VSCC requirements,

4.5.3 Language Policy

4.5.3.1 The operator shall develop or adopt, document, implement and maintain a formal language policy which shall make provision for VSCC.

4.5.3.2 The language policy shall take into consideration the medium of communication, including written, electronic, verbal (oral), audible or physical (visible)

communication in accordance with the applicable requirements of SANS 3000-1 and SANS 3000-2-5.

4.5.4 Communication requirements for safe railway operations

4.5.4.1 All the information necessary to ensure VSCC amongst safety critical and safety related personnel shall be set out in appropriate documents, including:

- i) the assurance that safety critical messages are stated clearly, unambiguously, structured and in a formalized manner;
- ii) the assurance that messages are repeated back and there is common understanding through a process of handshaking;
- iii) the authorization, instruction or other information provided shall not be acted upon until the handshaking is complete;
- iv) where handshaking cannot be completed, the instruction and/or authorization shall be terminated; and
- v) for open system channels, information shall be communicated to all relevant and affected parties.

5. Verbal Safety-Critical Communication protocol outline

5.1 Structure and responsibility

5.1.1 The operator shall:

5.1.1.1 Develop and implement processes and procedures to ensure compliance to applicable VSCC standards and processes.

5.1.1.2 Ensure that all safety related personnel take responsibility for how they communicate at work, taking into consideration the following:

- i) compliance with the guidance provided in this protocol;
- ii) adherence to communication protocols under normal, abnormal, emergency and any unusual scenarios;
- iii) recognition that situations faced under pressure will still require clear and structured communications;

- iv) communicating properly under all situations;

Note: If good communication practice is well established, it is less likely to collapse under abnormal situations;

- v) allowing reasonable time to think what to say. This will save time even when tempted to speak fast. Slow the communication pace down, speak slowly and clearly to allow more thinking time and analysis;
- vi) staying calm and focused on the facts;
- vii) listening carefully to what is being communicated;
- viii) confirming understanding of the message received, by repeating what has been communicated;and

Note: This will clarify any actions that will aid decision-making and help to remember what is required to be done.

- ix) ensuring compliance to VSCC continuously for safe railway operations

5.1.1.3 The operator shall ensure that the VSCC has a four-part structure including opening, information, actions and confirmations (*refer to the Annexure A*). This practice enhances clear communication and aids memory of important elements of a safety-critical conversation.

5.2 Safety emphasis for communication in railway operations

5.2.1 The employees undertaking VSCC shall ensure the following:

- a) messages are clear and unambiguous;
- b) VSCC has a common structure and a professional tone;
- c) communication is relayed through short, well-structured messages which are easy to understand;
- d) communicating by speaking in natural rhythm, using normal tone, dividing message into phases and speaking at a rate slightly slower than used in normal conversation;
- e) the recipient repeats back the message to ensure it is clearly understood;
- f) give priority to emergency messages, safe working and other railway voice communications;

- g) use the correct identification when initiating or acknowledging safety related instruction; and
- h) no false, irrelevant messages or information shall be communicated; and
- i) standard radio terms are used when operating with radios or telephones;

5.3 Communication during Emergency Situations

- 5.3.1 Reporting of emergency situations as detailed in the relevant railway operator processes and procedures shall be reported in accordance with this protocol,
- 5.3.2 An emergency call shall have absolute priority over all other transmissions. Employees using the channel must immediately cease any transmission, which may interfere with the emergency call unless they are also dealing with an emergency.
- 5.3.3 The employee initiating the call must say the word "EMERGENCY" three times. The call shall be repeated at intervals until an answer is received. The intervals between repetitions of an emergency call must be sufficiently long to allow time for the person, who has received the message, to reply.
- 5.3.4 As soon as the emergency call is responded to, the employee initiating the call shall identify himself/herself and state exactly where he or the train is, also the nature of distress and the kind of assistance required.

5.3.5 Procedure to be followed in Emergency situations

The following shall apply:

- a) To transmit an emergency message :
 - i) say "Emergency, Emergency, Emergency";
 - ii) Identify yourself;
 - iii) state identification and location;
 - iv) state nature of the emergency; then
 - v) state type of assistance required.
- b) Emergency messages shall:
 - i) be given priority over other transmissions; and

- ii) be answered immediately.

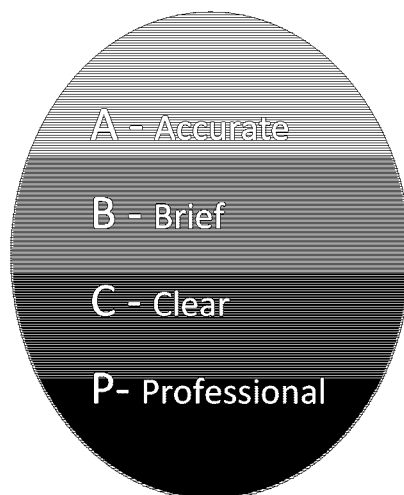
5.4 Recording of safety critical conversations

5.4.1 All radio or telephonic conversations between safety-critical personnel shall be recorded. These recordings assist in:-

- Supervision and monitoring adherence of personnel to communication protocols;
- Assessing the quality of conversations in terms of background noise etc;
- Assessing the audibility of conversations;
- Identifying communication training needs; and
- Occurrence investigations

5.5 Principles

5.5.1 When issuing VSCC, the principle of ABC-P shall be adhered to as described below:



5.5.2 The following shall be applied to achieve the principle of ABC-P:

- a. Speak at an acceptable pace, tone and pitch to ensure hearing and understanding by the intended receiver or receivers
- b. Not being interrupted by others
- c. Be precise in your descriptions (for example: locations, obstructions)
- d. Use acceptable language (Do not use slang or informal language)

- e. Plan what you are going to say before you say it – think about structure
- f. Repeat back what has been said

5.6 The phonetic alphabet

5.6.1 The phonetic alphabet shall be used when transmitting location or equipment identifiers such as the prefix of the signal, points (turnouts) locations, kilometre points, etc.. The key words have been carefully chosen so that they clearly represent each letter and don't sound at all like each other (e.g. **proceed to signal RSR 1234 – this should read as follows – proceed to signal Romeo Sierra Romeo 1234**).

5.6.2 Where required, the phonetic alphabet must be used to pronounce any letter to avoid possible confusion. The phonetic alphabet, word used and its pronunciation is as follows:

| | | | |
|---|---------------------|---|-----------------------|
| A | Alpha: AL-fah | N | November No VEM ber |
| B | Bravo: BRAH-voh | O | Oscar: OSS-cah |
| C | Charlie: CHAR-lee | P | Papa: pah PAH |
| D | Delta: DELL-tah | Q | Quebec: key-BECK |
| E | Echo: ECK-oh | R | Romeo: ROW-me-oh |
| F | Foxtrot: FOX-trot | S | Sierra: see-AIR-RAH |
| G | Golf: GOLF | T | Tango: TANG-go |
| H | Hoh:TELL | U | Uniform: YOU-nee-form |
| I | India: IN-DEE-ah | V | Victor: VIC-tah |
| J | Juliet: JEW-lee-ETT | W | Whiskey: WISS-key |
| K | Kilo: KEY-loh | X | X ray: ECHS-RAY |
| L | Lima: LEE-mah | Y | Yankee: YANK-key |
| M | Mike: MIKE | Z | Zulu: ZOO-loo |

5.7 Numbers

5.7.1 Standard spoken figures shall be pronounced in individual digits when relaying VSCC messages as described in in clause 5.6.1 above, to avoid possible confusion. (for example, **proceed to signal RSR 01234 – should be relayed as follows – proceed to signal Zero, Romeo Sierra Romeo ONE, TWO, THREE, FOUR**).

5.7.2 Spoken figures shall be as follows:

| | |
|---------------|-------|
| 0 | ZERO |
| 1 | ONE |
| 2 | TWO |
| 3 | THREE |
| 4 | FOUR |
| 5 | FIVE |
| 6 | SIX |
| 7 | SEVEN |
| 8 | EIGHT |
| 9 | NINE |
| Decimal Point | POINT |

Note: The number "0" shall always be pronounced as "Zero".

5.8 Standard Radio Terms

5.8.1 When using radios or other equipment provided for operational communications, standard radio terms shall be used as follows:

| TERM | MEANING |
|------------------|--|
| Receiving | - I (called party) acknowledge your call, proceed with message |
| Message received | - I have received your message and I understand it. |
| Over | - I have finished speaking and I am waiting for your reply. |
| Out | - My transmission has been completed. |
| Correct | - You are correct or what you have transmitted is correct. |
| Negative | - No, or permission is not granted, or there is an error in your read back |
| Stand-by | - Wait, I will be back soon |
| Please repeat | - Repeat all, or the specified part, of this message exactly as you received it. |
| Repeat | - I repeat all, or the specified part, of your last transmission |
| Say again | - Please repeat your last message |
| Loud and clear | - every word is understood. |

5.8.2 Definitions for shunting movements when using SHUNT RADIOS/WALKIE-TALKIES

| | | |
|----------------------|---|---|
| Pull forward | - | to indicate that a hauling movement must be performed. |
| Push backward | - | to indicate that a propelling movement must be performed. |
| Pull slowly forward | - | to indicate that a hauling movement must be performed slowly. |
| Push slowly backward | - | to indicate that a propelling movement must be performed slowly. |
| Hokaai | - | to request a driver by means of a radio/walkie-talkie to stop. |
| Couple | - | to indicate to the driver to move back cautiously to couple or uncouple wagons. |

(The word "stop" must not be used since it can be mistaken for the word "skop".)

5.9 Transmission technique

- 5.9.1 The efficient use of radios depends on the speech and articulation (the way words are pronounced) of the user. Speak all words plainly and clearly. Avoid any tendency to shout, to accent syllables artificially (in an unnatural way), or talk too rapidly (fast). Keep the rate constant neither fast nor slow. Remember in many cases the person receiving the message must write it down. Preserve the rhythm of ordinary conversation. Separate words that they do not run together.

The following words and phrases shall be used:

| | | |
|---------------------|---|--|
| REPEAT | - | Let me know that you have received and understood the message. |
| CORRECT | - | Your version is correct. |
| OVER | - | My transmission is ended and I expect a response from you. |
| CONTINUE | - | Proceed with your message. |
| OVER AND OUT | - | The transmission is ended and no response is expected. |

Note: *Slang expressions shall not be used.*

6. General Communication Requirements

6.1 General

It shall always be remembered that safety critical communication is formal communication and shall not fall into a chatty conversational style. Personnel shall know how to use the communication equipment provided.

6.2 Cell Phones and other wireless (radio) train authorisation systems

6.2.1 The use of cellphones or any wireless (radio) train authorisation systems including open channel radio authorities, shall only be considered, on condition that such systems are safe, taking into account the following:

- (i) The use of cell phone shall not be used as the primary means of VSCC and shall be restricted to be a secondary form of communication.
- (ii) The cell phones shall be used when the primary mode of mission critical communication has failed.
- (iii) The use of conventional cell phones for safety critical communication introduces significant operational risks and shall be avoided or prohibited. Embedded cell phone technology on the other hand may be used where applicable (e.g. train control systems)

6.2.2 Risks associated with use of permitted cellphones shall be considered adequately and mitigated, taking into account the disadvantages of full duplex (FD) audio transmission (e.g. cell phones) as compared to half duplex (HD) audio transmission (e.g. two-way radios / walkie-talkies), namely;

- (i) Concurrent transmission in a single time/frequency channel in the case of FD;
- (ii) Use of different time slots and/or frequency subbands in the case of HD;
- (iii) Cancellation of possible Self Interference (SI) in the case of FD;
- (iv) Minimisation and risk mitigation of End-to-End (E-to-E) delays, especially in the case of HD;
- (v) Minimisation and risk mitigation of Link Reliability (LR) in both cases.

- 6.2.3 the risk factors listed in 6.2.2 above, amongst others, may have a negative impact on effective and seamless VSCC and therefore, VSCC rules shall also apply in the use of cellphones (where such use is permitted).

6.3 Communication skills

- 6.3.1 Communication skills refers to the underpinning competencies necessary for good communications. These include but not limited to:

- a. Listening and questioning
- b. Working with people
- c. Assertiveness
- d. Challenging
- e. Considering others' needs

7. Communication barriers

- 7.1.1 Operators shall ensure that barriers to effective VSCC in the workplace are eliminated and where elimination is not practical or possible, the barriers should be reduced to ALARP.
- 7.1.2 Where the barriers are reduced to ALARP, the resultant risks should be identified and adequately mitigated.
- 7.1.3 There are various barriers to effective VSCCs. Barriers arise from three main sources: environmental conditions; the nature and quality of the equipment you are using; and the way in which you speak.

7.2 Environmental barriers

- 7.2.1 For communication, noise is the key environmental barrier, including the following:
- a. Noise from the weather or outdoor environment
 - b. Background noise either from the interior or exterior
- 7.2.2 Noise not only makes it harder to hear what is being said, it can also lead to:
- a. Rushed speech
 - b. Shouted messages

- c. Simply giving up on communicating altogether

7.2.3 Personnel shall If possible, find a dry, quiet location from which to communicate and always make sure they are in a position of safety to follow the communications structure and protocols

7.3 Equipment barriers

7.3.1 Analogue and digital communication equipment have a pontential to cause barriers due to the gaps in the overall coverage. This can be due to design , theft or vandalism. Both technologies are susccpible to the following:

- a. Transmission noise
- b. Interference
- c. Drop-out
- d. Theft and vandalism leading to high outage time.
- e. Obsolescence leading to a shortage of spare equipment

7.3.2 Digital Migration might lead to operators utilising different communication systems while sharing the same network which would impact safe interoperability at interfaces.




7.3.3 Operators sharing the same network shall ensure interoperability between the various communication networks which they use. This will mitigate any barriers that might arise from incompatable communications systems being used by different operators sharing the same network.

7.4 Linguistic barriers

7.4.1 'Linguistic' refers to the way we speak and the language that we use. To communicate clearly, personnel undertaking safety related and safety critical work shall avoid using:

- (i) Vague language
- (ii) Jargon

ANNEXURE A: VSCC Four-Part Structure

| | | |
|---|---------------------|--|
|  | Opening | <p>The opening of a safety critical message should contain the following two pieces of information:</p> <p>This is who I am</p> <p>This is where I am</p> <p>Who I am</p> <ul style="list-style-type: none"> • State your role • It may also be necessary to state your name • This is to ensure the person who you are talking to knows exactly who you are <p>Where I am</p> <ul style="list-style-type: none"> • This should be a simple description of where you are • Identify your exact location that is recognisable to both parties, for example access points, level crossing, station, or platform. • If discussing overhead line equipment, you will need to give the structure number found on the stanchion. |
|  | Information | <p>Information should always come before any actions are given. This:</p> <ul style="list-style-type: none"> • provides context • ensures the actions are fresh in everyone's mind • allows the actions to be agreed and then repeated back. <p>The information we provide must be concise and relevant. Where long messages or instructions are being given, it is better to break them down into manageable chunks.</p> |
|  | Actions | <p>Actions are an essential part of the communication contract. Note:</p> <ul style="list-style-type: none"> • They can be passed in both directions. • They should be definitive, for example. "You must..." Definitive language is unambiguous and helps event misunderstanding. • The instruction 'Do nothing until...' is a valid action. People are often tempted to 'jump in' before it is safe to do so. This instruction makes it clear that an action should not take place until a certain condition is met, for example: remain at a stand until a Signaller instructs you to move. |
| | Confirmation | <p>To confirm that all parties have the same understanding of the communication, the person with Lead Responsibility must ask for a 'repeat back'.</p> <p>This is a crucial step in making sure the arrangements have been fully understood by both parties. It provides the opportunity to identify any misinformation, misunderstandings, or omissions.</p> <p>The process of repeating back a message (saying it out loud and in our own words) also helps us to process the information more deeply. And makes it more likely that we will remember what has been said when the communication has ended.</p> <p>A repeat back means:</p> <ul style="list-style-type: none"> • Repeating back the message we have been given and our understanding of what is required of us, so that any misunderstandings can be corrected. |

| | | |
|--|--|--|
| | | <ul style="list-style-type: none">• Asking for a 'repeat back' at the end of a safety critical message if we are the person with Lead Responsibility, and if the other party has not already repeated their understanding of the message back to us. |
|--|--|--|

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NEWS STATEMENT BY THE NATIONAL AGRICULTURAL MARKETING COUNCIL (NAMC)**REQUEST FOR THE CONTINUATION OF STATUTORY MEASURES: REGISTRATION, RECORDS AND RETURNS IN RESPECT OF OILSEEDS PRODUCTS, MAIZE PRODUCTS AND WHEATEN PRODUCTS, IN TERMS OF THE MARKETING OF AGRICULTURAL PRODUCTS ACT, ACT NO 47 OF 1996****INVITATION TO DIRECTLY AFFECTED GROUPS IN THE GRAINS AND OILSEEDS INDUSTRIES TO FORWARD COMMENTS TO THE NAMC**

The National Agricultural Marketing Council (NAMC) received a request from the South African Grain Information Service (SAGIS), on behalf of the directly affected groups in the grains and oilseeds industries, for the continuation of statutory measures, and in particular:

- The registration and the keeping of information and submitting of monthly returns to SAGIS in respect of oilseeds products manufactured, imported and/or exported (*as published in Government Gazette No 40296 of 23 September 2016 and No 40347 of 14 October 2016*); and
- the registration and the keeping of information and submitting monthly returns in respect of maize products and wheaten products manufactured, processed, imported and/or exported (*as published in Government Gazette No 41855 of 14 August 2018*).

To enable SAGIS to continue its functions, and to simplify the administration of these statutory measures by requesting the same lapsing date, SAGIS requested ministerial approval that the relevant statutory measures that will expire on 23 September 2020, 14 October 2020 and 14 November 2022, be extended for a further number of years to all lapse on 30 April 2024.

The NAMC took cognisance that the proposed continuation of the statutory measures as requested by SAGIS is consistent with the objectives of the Marketing of Agricultural Products Act, 1996 (Act no 47 of 1996), as amended. The request is being investigated by the NAMC and recommendations in this regard will be made to the Minister of Agriculture, Land Reform and Rural Development.

Directly affected groups in the grains and oilseeds industries are kindly requested to submit any comments regarding support or objections relating to the proposed continuation of statutory measures to the NAMC in writing (fax 012 341 1911 or e-mail to lizettem@namc.co.za) before or on 3 April 2020, to enable the Council to finalise its recommendation to the Minister in this regard.

ENQUIRIES: Ms Lizette Mellet
National Agricultural Marketing Council
lizettem@namc.co.za

Council Members: Mr H Prinsloo (Acting Chairperson), Ms F Mkile, Mr H Mohane,
Mr B Mokgatle, Ms N Mokose, Prof D Rangaka and Mr G Schutte

DEPARTMENT OF POLICE**NOTICE 177 OF 2020****PSIRA**
Private Security Industry Regulatory Authority**GENERAL NOTICE ANNUAL FEES****PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY ACT 56 OF 2001 AND
SECURITY OFFICERS ACT NO. 92 OF 1987****PUBLICATION OF AMENDMENT TO THE REGULATIONS MADE UNDER THE SECURITY
OFFICERS ACT (ACT NO. 92 OF 1987)**

The Private Security Industry Regulatory Authority, with the concurrence of the Minister of Police, under sections 43 and 44(7) of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001) read with section 32(1) of the Security Officers Act, 1987 (Act 92 of 1987), hereby make the Regulations in the Schedule hereto.

PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY**SCHEDULE****AMENDMENT OF THE REGULATIONS MADE UNDER THE SECURITY OFFICERS ACT, 1987 (ACT 92 OF 1987)****Definitions**

1. In this Schedule-

(a) "the Act" means the Security Officers Act, 1987 (Act 92 of 1987);

(b) "the Authority" means the Private Security Industry Regulatory Authority established in terms of section 2(1) of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001) and has the same meaning as the "Board" as defined in section 1 of the Act;

(c) "the Regulations" means the regulations published by Government Notice No. R.797 in *Government Gazette* No. 12413 of 2 April 1990, as amended; and

(d) "year" means a twelve-month period commencing on 1 April and ending on 31 March.

Commencement

2. The Regulations contained in this Schedule will come into effect on 01 April 2020

Amendment of regulation 1 of the Regulations

3. Regulation 1 of the Regulations is hereby amended-

(a) by the substitution for the definition of "prescribed amount" of the following definition:

"prescribed amount" in regard to a security business registered as such means the sum of the applicable amounts contemplated in regulation 9 (3), and in the case of any person registered as a security officer, but not a security business, the amount contemplated in regulation 9 (4);

(b) by the deletion of the definition of "prescribed fees"; and

(c) by the deletion of the definition of "Registrar of the Board".

Substitution of regulation 7 of the Regulations

4. The following regulation is hereby substituted for regulation 7 of the Regulations:

"Payment of prescribed amounts and related matters .

7. (1) Every security business must, on or before the 15th day of each calendar month, furnish to the Board a document signed or authenticated by a responsible person acting on behalf of such security business, being a return containing, in respect of every security officer employed, used, deployed, engaged or made available by it during that month or any part of that month, their full names, identity numbers, contact telephone numbers, registration numbers allocated in terms of section 11 (3) of the Act, the period of their service during that month, and the geographic area or areas of such service.
- (2) A registered security business must pay to the Board that portion of the prescribed amount as is referred to in regulation 9(3)(a) and 9(3)(b), in accordance with sub-regulation (3).
5. Regulation 7 is hereby amended by the addition for sub regulation 3(a) of the following sub regulation:
- (3) (a) The prescribed amount for any year must, subject to this sub-regulation, in relation to security business employing 100 and more security officers be paid to the Board before or on 07 May of the year concerned.
- (b) In the case of a security business becoming registered in terms of section 11 of the Act on or after 1 April in a given year, the prescribed amount in respect of that year must be paid to the Board on or before the last day of the month during which the security business was so registered.
- (c) Where a security business increases in size to the point where it falls into a different category, as contemplated in regulation 9(3)(a), the supplementary amount which becomes due must be paid to the Board on or before the last day of the month in which the security business falls into a different category.
6. Regulation 7 is hereby amended by the insertion for subregulation 3 of the following paragraphs
- (d) In the case of security business employing 21 – 100 security officers, 50% of the fees is payable by 7 May of each year. The remaining 50% is payable in 2 equal instalments. The first instalment will be due by 7 June and the second instalment due by 7 July of each year.
- (e) In case of security business employing 0 – 20 security officers, 50% of the fees is payable by 7 May of each year. The remaining 50% is payable in 5 equal instalments first instalment due on 7 June second instalment due on 7 July, third instalment due on 7 August, fourth instalment due on 7 September and the fifth instalment due on 7 October of each year.
- (4) A security business must pay to the Board that portion of the prescribed amount arrived at in accordance with regulation 9 (3)(c), within three (3) days after the end of the calendar month in respect of which it is due.

- (4A) (a) A security business must pay to the Board an amount equal to the prescribed amount referred to in regulation 9(4), for every security officer employed, used, deployed or made available by that security business to render a security service during April in a given year, to the Board on or before 07 May of the year concerned.
- (b) In respect of security officers not employed, used, deployed or made available by a security business to render a security service during April in a given year, but who become employed, or are used, deployed or made available by a security business to render a security service in any later month in a given year, the security business must pay to the Board, on or before the last day of such later month in that year, an amount equal to the prescribed amount referred to in regulation 9(4), for every such security officer.
- (c) Any person who or which is not a security business but who employs, uses or deploys a security officer, must pay to the Board an amount equal to the prescribed amount referred to in regulation 9(4), for every security officer so employed, used or deployed during April in a given year, to the Board on or before 07 May of the year concerned.
- (d) In respect of security officers who become employed, or are used or deployed by any person who or which is not a security business, to render a security service in any month other than April in a given year, such person must pay to the Board, on or before the last day of such later month in that year, an amount equal to the prescribed amount referred to in regulation 9(4), for every such security officer.
- (e) A security officer who renders a security service in any year but who is not employed, used, deployed or made available by a security business or any other person liable for payment in terms of sub-regulations (a), (b), (c) or (d) above, must pay to the Board an amount equal to the prescribed amount referred to in regulation 9(4), on or before 07 May of each year.
- (5) Nothing in this regulation prevents a written agreement being entered into between the Board and any security business regarding the method and date of payment of the prescribed amount.
- (6) Any amounts paid in accordance with the requirements of the Regulations are not refundable.

7. regulation 7 is hereby amended by the addition to sub-regulation (7) of the following:

- (7) Any security business which fails to pay to the Board, within the period allowed for such payment—
- (a) the prescribed amount payable in terms of this regulation;
 - (b) the prescribed amount payable in terms of an agreement referred to in sub-regulation (5); or
 - (c)
 - (d) an amount deducted by it in terms of section 18 (4) (a) of the Act,
- must pay to the Board- Interest and Penalties For Non-Payment of Prescribed Fees

- (a) the unpaid amount referred to above;
- (b) interest on the unpaid amount at the rate determined from time to time in terms of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975); and
- (c) a penalty arrived at by calculating ten (10) per cent of that sum arrived at by adding to the unpaid amount the interest accrued thereon to date of calculation of the penalty:

Provided that if the Board is satisfied that the failure to pay or pay over any amount in terms of this regulation was not due to an intent to evade or postpone payment or otherwise evade obligations in terms of this regulation or the Act, it may remit the whole or part of the penalty imposed in terms of paragraph (c) of this sub-regulation.

- (8) Any amount of interest and any penalty owing to the Board in terms of sub-regulation (7) will be regarded as part of the prescribed amount as contemplated in section 18 (1) and section 18 (2) of the Act.

8. regulation 7 is hereby is amended by the insertion of title to sub-regulation (9) of the following:

— Penalties for Non- Disclosure

- (9) - Any security business which
 - (a) fails to provide the Board with the return contemplated in sub-regulation (1) within the period allowed;
 - (b) fails to provide the Board with a return that materially complies with the requirements contained in sub-regulation (1);
 - (c) intentionally or negligently submits a return to the Board which is false or misleading in any material respect;
 - (d) fails to provide to the Board, within the period allowed, the additional information required by the Board in terms of sub-regulation (3) (d); or
 - (e) fails to deduct an amount as contemplated in section 18 (4) (a) of the Act from the remuneration of a security officer that it should have deducted,will be guilty of an offence and on conviction liable to a fine not exceeding R100,000.00.
- (f) A conviction for an offence in terms of these regulations shall not exempt the security business convicted from the payment of any penalty or interest payable in accordance with the provisions of these regulations.

9. regulation 7 is hereby is amended by the insertion of title to sub-regulation (9A) of the following:

Computation of Penalties and Investigations for Non-Disclosure

- (9A) Notwithstanding the provisions of sub – regulation (9), any security business which intentionally or negligently (a) fails to submit a return to the Board disclosing security officers employed to evade payment of prescribed annual fees or (b) submits a return to the Board which is false or misleading in relation to the number of security officers employed,
- (i) will be liable to a penalty not exceeding an amount equal to double the amount of the prescribed annual fees referred to in paragraph (a) or the difference “determined” between the amount of annual fees that were due and payable by the security business to the Board and the amount the security business has paid to the Board in case of paragraph (b)
 - (ii) will be a subject of an investigation by the Board to check into the security business’ reporting as required in terms of sub – regulation (1) for the preceding 3 years. Any non-compliance found, the Board may levy penalties not exceeding the amount equal to double the amount of the prescribed fees or the determined difference for every year of failure to disclose as prescribed.
- (9AA) The envisaged investigation under (9A) will assist the Board to determine the appropriate percentage of penalty, in relation to whether,
- (a) the non- disclosure was substantial
 - (b) the non-disclosure was intentional
- (10) Any director, member, owner, partner, trustee, administrator or manager, according to the case, of a security business—
- (a) who fails to take all reasonable steps to ensure that the security business of which he or she is a director, member, owner, partner, trustee, administrator or manager, according to the case—
 - (i) complies with an obligation in terms of sub-regulation (1);
 - (ii) complies with an obligation in terms of sub-regulation (3) (d);
 - (iii) complies with an obligation in terms of section 18 (4) (a) of the Act to deduct an amount from the remuneration of a security officer; or
 - (iv) does not contravene a provision of sub-regulation (9); or
 - (b) who intentionally or negligently submits a return referred to in sub-regulation (1) to the Board or allows such a return to be submitted to the Board on behalf of the security business in question, which is false or misleading in any material respect,
- will be guilty of an offence and on conviction be liable to a fine not exceeding R100,000.00 or to imprisonment for a period not exceeding twenty-four (24) months.

Substitution of regulation 9 of the Regulations

5. The following regulation is hereby substituted for regulation 9 of the Regulations:

“Prescribed amounts.—

9(1)

(2)

- (3) The prescribed amount contemplated in section 18 (1) of the Act must, in the case of a security business registered as a security service provider, be determined by adding together the amounts contemplated in paragraphs (a) or (b), as the case may be, and (c) below:

- (a) the amount specified in **Schedule A** applicable to the category in which the security business falls, per year, provided that if a security business increases in size to the point where it falls into a different category at any date during a year, it shall be liable to pay the difference between the amount already paid and the amount applicable to the category in which it then falls; or
- (b) in the case of a security business becoming registered in terms of section 11 of the Act on or after 1 April in a given year, one twelfth of the applicable amount referred to in sub-regulation (a), multiplied by the number of months in that year in which the security business was registered, commencing in the month during which the security business was so registered, and ending in March; and
- (c) the amount specified in **Schedule B** per calendar month or any part thereof, multiplied by the number of security officers employed, used, deployed or made available to render a security service during each calendar month or any part thereof.

- (4) The prescribed amount contemplated in section 18 (1) of the Act, in the case of a person registered as a security officer, but not acting as a security business, is the amount specified in **Schedule C** per year, regardless of the date on which the security officer is registered as such.

SCHEDULE A

| Category of security business | Applicable fee per year |
|--|--------------------------------|
| Largest (>5 000 SOs employed) | R58 300 |
| Larger (2 001 to 5 000 SOs employed) | R53 900 |
| Large (801 to 2 000 SOs employed) | R50 500 |
| Medium A (401 to 800 SOs employed) | R37 100 |
| Medium B (201 to 400 SOs employed) | R35 400 |
| Emerging Small (101 to 200 SOs employed) | R16 900 |
| Small (51 to 100 SOs employed) | R10 700 |
| Smaller A (21 to 50 SOs employed) | R8 000 |
| Smaller B (6 to 20 SOs employed) | R7 300 |
| Smaller C (< 6 SOs employed) | R6 500 |

SCHEDULE B

| Category of security business | Applicable fee per month for each security officer employed |
|--|--|
| Largest (>5 000 SOs employed) | R2.80 |
| Larger (2 001 to 5 000 SOs employed) | R2.80 |
| Large (801 to 2 000 SOs employed) | R2.80 |
| Medium A (401 to 800 SOs employed) | R2.80 |
| Medium B (201 to 400 SOs employed) | R2.80 |
| Emerging Small (101 to 200 SOs employed) | R2.80 |
| Small (51 to 100 SOs employed) | R2.80 |
| Smaller A (21 to 50 SOs employed) | R2.80 |
| Smaller B (6 to 20 SOs employed) | R2.80 |
| Smaller C (< 6 SOs employed) | R2.80 |

SCHEDULE C

| Category of person | Applicable fee per year |
|---|--------------------------------|
| Security officer (other than a car guard) | R84.00 |

SOUTH AFRICAN RESERVE BANK**NOTICE 178 OF 2020****Notice and Order of Forfeiture**

Notice of Forfeiture to the State of money in terms of the provisions of Exchange Control Regulation 22B made under Section 9 of the Currency and Exchanges Act, 1933 (Act No. 9 of 1933), as amended, as promulgated by Government Notice No. R.1111 of 1961-12-01 in respect of the money of:

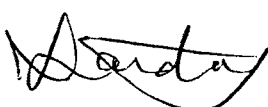
Mr Martyn John West, identity number 4407145056084, hereinafter referred to as the 'Respondent',

of:

28 Bird Street
Beacon Bay
East London
5241

Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of Regulation 22E delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by Regulations 3(5) and (8), 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to, *inter alia*, the Governor or Deputy Governors of the South African Reserve Bank.
2. By virtue of the functions, powers and/or duties vested in me, in my capacity as a Deputy Governor of the South African Reserve Bank, in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeit to the State the following money, namely:
 - 2.1 the amount of R628 437.15 being capital standing to the credit of the Respondent, together with any interest thereon and/or other accrual thereto, transferred into a Bidvest Bank Limited blocked account number 11300001164, for the benefit of the Respondent;
 - 2.2 the amount of R284 411.33 being capital standing to the credit of the Respondent, together with any interest thereon and/or other accrual thereto, transferred into a Bidvest Bank Limited blocked account number 11300001164, for the benefit of the Respondent; and
 - 2.3 the amount of R231.29 being capital standing to the credit of the Respondent, together with any interest thereon and/or other accrual thereto, transferred into a Bidvest Bank Limited blocked account number 11300001164, for the benefit of the Respondent.
3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this Notice and order of Forfeiture is published in this Gazette.
4. The money specified in 2 above shall be disposed of by depositing it into the National Revenue Fund.
5. This Notice also constitutes a written order, as contemplated in Exchange Control Regulation 22B, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. Signed at Pretoria on this 21 day of FEBRUARY 2020.



K Naidoo
Deputy Governor
South African Reserve Bank

SOUTH AFRICAN RESERVE BANK**NOTICE 179 OF 2020****Notice and Order of Forfeiture**

Notice of Forfeiture to the State of money in terms of the provisions of Exchange Control Regulation 22B made under section 9 of the Currency and Exchanges Act, 1933 (Act No. 9 of 1933), as amended, as promulgated by Government Notice No. R.1111 of 1961-12-01 in respect of the money of:

Ms Joyce Nombulelo Suko

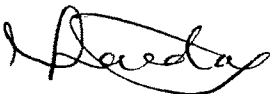
(Identification number: 8103160829085) (the 'Respondent')

of:

15 Caymans, Kelly Street
Bromhof
Johannesburg
2188

Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of Exchange Control Regulation 22E delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by Exchange Control Regulations 3(5) and (8), 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to, the Governor or Deputy Governors of the South African Reserve Bank.
2. By virtue of the functions, powers and/or duties vested in me, in my capacity as a Deputy Governor of the South African Reserve Bank, in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeit to the State the following money, namely:
 - 2.1 the amount of R184 255.52, being capital standing to the credit of the Respondent in account number 6888208001, held with Bidvest Bank Limited, together with any interest thereon and/or other accrual thereto.
3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this Notice of Forfeiture is published in this Gazette.
4. The money specified in 2 above shall be disposed of by deposit thereof to the National Revenue Fund.
5. This Notice also constitutes a written order, as contemplated in Exchange Control Regulation 22B, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. Signed at Pretoria on this 3 day of MARCH 2020.



K Naidoo
Deputy Governor
South African Reserve Bank

SOUTH AFRICAN RESERVE BANK**NOTICE 180 OF 2020****Notice and Order of Forfeiture**

Notice of Forfeiture to the State of money in terms of the provisions of Exchange Control Regulation 22B made under section 9 of the Currency and Exchanges Act, 1933 (Act No. 9 of 1933), as amended, as promulgated by Government Notice No. R.1111 of 1961-12-01 in respect of the money of:

Mr Junliang Zou (passport number G53058734 People's Republic of China)(hereinafter referred to as the respondent)

of:

N68 Cnr Discovery and Renaissance
Crown Mines
2092

Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of Regulation 22E of the Exchange Control Regulations delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by Regulations 3(5) and (8), 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to the Governor or Deputy Governors of the South African Reserve Bank.
2. By virtue of the functions, powers and/or duties vested in me, in my capacity as a Deputy Governor of the South African Reserve Bank, in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeit to the State the following money, namely:
 - 2.1 The amount of R537 839-62, being capital standing to the credit in the name of the Respondent, in account number 62426389707, held with FirstRand Bank, together with any interest thereon and/or accrual to such capital.
3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this Notice and Order of Forfeiture is published in this Gazette.
4. The money specified in 2 above shall be disposed of by depositing it into the National Revenue Fund.
5. This Notice also constitutes a written order, as contemplated in Exchange Control Regulation 22B, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. Signed at Pretoria on this 3 day of MARCH 2020.



K Naidoo
Deputy Governor
South African Reserve Bank

DEPARTMENT OF TRADE AND INDUSTRY
NOTICE 181 OF 2020
INTERNATIONAL TRADE ADMINISTRATION COMMISSION
CUSTOMS TARIFF APPLICATIONS
LIST 04/2020

The International Trade Administration Commission (herein after referred to as ITAC or the Commission) has received the following applications concerning the Customs Tariff. Any objection to or comments on these representations should be submitted to the Chief Commissioner, ITAC, Private Bag X753, Pretoria, 0001. Attention is drawn to the fact that the rate of duty mentioned in these applications is that requested by the applicant and that the Commission may, depending on its findings, recommend a lower or higher rate of duty.

CONFIDENTIAL INFORMATION

The submission of confidential information to the Commission in connection with customs tariff applications is governed by section 3 of the Tariff Investigations Regulations, which regulations can be found on ITAC's website at <http://www.itac.org.za/documents/R.397.pdf>.

These regulations require that if any information is considered to be confidential, then a non-confidential version of the information must be submitted, simultaneously with the confidential version. In submitting a non-confidential version the regulations are strictly applicable and require parties to indicate:

- ❑ Each instance where confidential information has been omitted and the reasons for confidentiality;*
- ❑ A summary of the confidential information which permits other interested parties a reasonable understanding of the substance of the confidential information; and*
- ❑ In exceptional cases, where information is not susceptible to summary, reasons must be submitted to this effect.*

This rule applies to all parties and to all correspondence with and submissions to the Commission, which unless clearly indicated to be confidential, will be made available to other interested parties.

The Commission will disregard any information indicated to be confidential that is not accompanied by a proper non-confidential summary or the aforementioned reasons.

If a party considers that any document of another party, on which that party is submitting representations, does not comply with the above rules and that such deficiency affects that party's ability to make meaningful representations, the details of the deficiency and the reasons why that party's rights are so affected must be submitted to the commission in writing forthwith (and at the latest 14 days prior to the date on which that party's submission is due).

Failure to do so timeously will seriously hamper the proper administration of the investigation, and such party will not be able to subsequently claim an inability to make meaningful representations on the basis of the failure of such other party to meet the requirements.

1. INCREASE IN THE RATE OF CUSTOMS DUTY ON:

“Stainless steel flat products, classifiable under tariff subheadings 7219.11.90, 7219.12.90, 7219.13.90, 7219.14.90, 7220.12.90, 7219.21.90, 7219.22.90, 7219.23.90, 7219.24.90, 7219.31.90, 7219.32.90, 7219.33.90, 7219.34.90, 7219.35.90, 7220.20.90 and 7220.90.90, from 5% to 10%.

APPLICANT:

Columbus Stainless Steel (Pty) Ltd
Hendrina Road
Middelburg
MPUMALANGA
1050

Enquiries: ITAC ref: 24/2019. Enquiries: Mr Pfarelo Phaswana/Njabulo Mahlalela, Tel: 012 394 3628/3684 or email pphaswana@itac.org.za/nmahlalela@itac.org.za.

REASONS FOR THE APPLICATION:

The applicant submitted, *inter alia*, the following reasons for the application:

- Columbus is the only producer of stainless steel flat products in the SACU region and a key supporter of the government’s local beneficiation drive;
- The company is a significant employer in the Mpumalanga area and indirectly supports employment in both the upstream and downstream stainless steel industries;
- In recent years, various key international markets have imposed several restrictive trade measures on imports of stainless steel flat products. This, combined with the significant global overcapacity for stainless steel flat products, will result in significant volumes of low-priced stainless steel flat products imported into SACU; and
- As a result, Columbus’ continued operations is faced with significant risk that would lead to reduced production volumes and job losses.

PUBLICATION PERIOD:

Representations should be submitted to the above address within **four (4) weeks** of the date of this Notice

2. CREATION OF REBATE FACILITIES ON:

| Rebate Item | Tariff sub heading | Description | Extent of Rebate |
|--------------------|---------------------------|---|-------------------------|
| | 5513.11 | Woven fabrics of polyester fibres, containing 80 per cent by mass of such fibres, mixed mainly or solely with cotton, of a mass of 90 g/m ² or more but not exceeding 110 g/m ² , plain weave, classifiable in tariff subheading 5513.11, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for use in the manufacture of men's or boys' and women's or girls' trousers, classifiable in tariff heading 6203.4 and 6204.6, respectively. | Full duty |
| | 5210.31 (a) | Woven fabrics of cotton, containing 65 per cent by mass of cotton, mixed mainly or solely with polyester, of a mass of 105 g/m ² or more but not exceeding 125g/m ² , dyed, plain weave, classifiable in tariff subheading 5210.31, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for use in the manufacture of men's or boys' and women's or girls' trousers, classifiable in tariff subheading 6203.42.10 and 6204.62.10, respectively. | Full duty |
| | 5210.31 (b) | Woven fabrics of cotton, containing 65 per cent by mass of cotton, mixed mainly or solely with polyester, of a mass of 105 g/m ² or more but not exceeding 125g/m ² , dyed, plain weave, classifiable in tariff subheading 5210.31, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for use in the manufacture of men's or boys' and women's or girls' shirts, classifiable in tariff subheading 6205.20 and 6206.30, respectively. | Full duty |
| | 5407.82 | Other woven fabrics , containing 65 per cent of polyester by mass, mixed mainly or solely with 35 per cent of cotton by mass, dyed, of a mass of 230 g/m ² or more but not exceeding 285 g/m ² , classifiable in tariff subheading 5407.82, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the manufacture of men's or boy's and women's or girls' trousers and shirts, classifiable in tariff subheadings 6203.49.10, 6204.69.10, 6205.90 and 6206.90, respectively | Full duty |
| | 5209.32 | Woven fabrics of cotton, containing 97 per cent of cotton, of a mass of 235 g/m ² or more but not exceeding 255 g/m ² , dyed, with a 3-thread twill, classifiable in tariff 5209.32, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, , for the use in the manufacture of men's or boys' and women's or girls' trousers and shirts, classifiable in 6203.42.10, 6204.62.10, 6205.20 and 6206.30, respectively. | Full duty |

| | | | |
|--|---------|---|--|
| | 5208.33 | Woven fabric of 100% cotton, of a mass of 100 g/m ² or more but not exceeding 120 g/m ² , dyed, with 3-thread or 4-thread twill, including cross twill, classifiable in tariff subheading 5208.33, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, for the use in the manufacture of men's or boys' and women's or girls' shirts, classifiable in 6205.20 and 6206.30, respectively | |
|--|---------|---|--|

APPLICANT:**Luomo Atlantis Manufacturing (Pty) Ltd**

6 Gerwyn Owen Street

Atlantis Industrial

WESTERN CAPE

7349

Ref: 07/2019 **Enquiries:** Mr Chris Sako, at Tel: (012) 394-3669, Email: csako@itac.org.za or Mrs Ayanda Gandi, at Tel: (012) 394-3672, Email: endou@itac.org.za.

THE REASONS FOR THE APPLICATION:

- a) The fabrics used for the manufacture of the subject trousers and shirts are not available locally and the 22% *ad valorem* customs duty renders the end-products uncompetitive.
- b) In order for the company to be price competitive and secure orders in the domestic market, it requires a duty waiver on the imported subject fabrics.
- c) Despite the significant investment in lean production techniques and the fabric price, very weak exchange rates are going to result in losses on these end-products, and poses a risk of this production line.
- d) The applicant indicated that this duty waiver would further assist it to maintain 57 employees and further create 50 jobs in order to meet the consumer demand.

PUBLICATION PERIOD:

Representation should be submitted to the above address within **seven (7) working days** of the date of this notice.

DEPARTMENT OF TRANSPORT

NOTICE 182 OF 2020

INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations, 1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council)

Representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001, within 28 days of the application hereof. It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class and number of licence in which the amendment is made. (D) Type of International Air Service in respect which amendment was made. (E) Category or kind of aircraft in respect of which license was made. (F) Airport in respect of which the amendment was made. (G) Area to be served. (H) Frequency of flight of which the amendment was made. (I) Condition under which amendment was made.

(A) SA Airways SOC Ltd; SA Airways. (B) Airways Park, Room 110A, Jones Street, OR Tambo International Airport. (C) Class I; I/S094. (D) Type S1. (E) Category A1. (F) ORTIA, KSIA & CTIA. (G) & (H) Cease its Scheduled services.

Effective 29 February 2020, it will cease its scheduled services to:

Angola - Luanda

Cote d'Ivoire - Abidjan

Hong Kong - Hong Kong

Zambia - Ndola

Effective 01 April 2020, it will cease its scheduled services to

Brazil - Sao Paulo

Effective 01 March 2020, it will operate a reduced services to

Germany - Munich

Effective 01 May 2020, it will operate a reduced services to: Germany - Munich

Effective 01 March 2020, it will reduce its schedule services to:

Tanzania - Dar Es Salaam to seven (7) weekly frequencies

Kenya - Nairobi to seven (7) weekly frequencies

Effective 01 April 2020, it will reduce its schedule services to:

Zambia - Livingstone to four (4) weekly frequencies

Effective 01 April 2020, it will operate schedule services to:

Malawi - Blantyre

This publication rectifies errors and omissions contained in the publication that was published in the General Notice 126 of 2020 and in the Government Gazette No 43050 of February 28, 2020.

(A) Keetso Enterprise (Pty) Ltd. (B) Office 20 & 21 Main Terminal Building, Rand Airport, Germiston. (C) Class II & III; I/N309 & I/G310. (D) Type N1, N2 & G3. (E) Category A3 & A4. (F) Rand Airport. Change to the MP: Mrs Samantha Oliver is appointed as the Chief Executive Officer & Miss Maitshhekeng Merriam Moeletsi as the Air Service Safety Officer & inclusion of type G4, G7 & G8.

(A) Starlite Aviation Operations (Pty) Ltd. (B) Hangar 123, Virmia Airport, Durban North, 4051. Class II & III; I/N226 & I/G227. (D) Type N1, N4, G2, G3, G5, G7, G8, G10, G15 & G16 (Ship to Shore/Offshore Ops & Fast-Rope Insertion & Extraction System, Night Vision System & Forward Looking Infra-Red. (E) Category A2, A3, H1 & H2. Change to the MP: Theodor Fredrikson replaces Johan Liebenberg as the RP: Aircraft

DEPARTMENT OF TRANSPORT**NOTICE 183 OF 2020****AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) Agrihawk (Pty) Ltd. (B) Rietfontein Farm, Modimolle, Limpopo, 0510. (C) Class III. (D) Type G2, G3, G4, G5, G8, G10 & G16 (RPAS). (E) Category SA4 & H1.

(A) FlyCam (Pty) Ltd. (B) Sundown Farm, Tzaneen, Doornhoek 535LT, Aquapark, 0850. (C) Class III. (D) Type G3, G4 & G16 (RPAS). (E) Category H1.

(A) MS Geosurvey (Pty) Ltd; MS Geosurvey. (B) Flat Number 08, Middelburg, John Magagula Street, Middelburg Correctional Services, 1050. (C) Class III. (D) Type G16 (RPAS). (E) Category A4 & H2

(A) PACSys (Pty) Ltd. (B) 1 Warne House, 7 Garlicke Lane, Ballito, Kwa-Zulu Natal, 4320. (C) Class III. (D) Type G3, G4, G5, G6, G10 & G16 (RPAS). (E) Category H1.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for.

(A) Keetso Enterprise (Pty) Ltd. (B) Office 20 & 21 Main Terminal Building, Rand Airport, Germiston. (C) Class II & III; N1259D & G1260. (D) Type N1, N2 & G3. (E) Category A3 & A4. Change to the MP: Mrs Samantha Oliver is appointed as the Chief Executive Officer & Miss Maitshhekeng Merriam Moeletsi as the Air Service Safety Officer & inclusion of type G4, G7 & G8.

(A) Starlite Aviation Operations (Pty) Ltd. (B) Hangar 123, Virmia Airport, Durban North, 4051. Class II & III; N623D & G771D. (D) Type N1, N2, G2, G3, G4, G5, G7, G8, G10, G15 & G16 (Ship to shore, Offshore ops, Powerline Inspections & Patrol, Fast Rope Insertion & Extraction System, Night Vision System, Forward-Looking Infrared & RPAS. (E) Category A2, A3, A4, H1 & H2. Change to the MP: Theodor Fredrikson replaces Johan Liebenberg as the RP: Aircraft

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 47 OF 2020

THE FEES PAYABLE TO THE IRBA WITH EFFECT FROM 1 APRIL 2020

| | | |
|----|---|---|
| 1. | <p>Registration as an auditor:</p> <p>1.1 Individual registration fee, payable on application for registration</p> <p>1.2 Proficiency interviews fee, payable on notification of interview</p> <p>1.3 Application fee for IRBA to be Tax Practitioner Recognised Controlling Body, payable on application</p> <p>1.4 Administration fee for cancellation or withdrawal from 1.1, 1.2 and 1.3 above (Recovery of cost)</p> <p>1.5 Firm registration fee, payable on application for registration</p> | <p>R11 030.00</p> <p>R2 160.00</p> <p>R3 400.00</p> <p>15% of the above applicable fee</p> <p>R5 510.00</p> |
| 2. | <p>The annual renewal fees payable by any individual registered as an auditor shall become due and payable on 1 April of every calendar year.</p> <p>2.1 Annual renewal of registration payable by any person as long as he/she remains registered as an auditor.</p> <p>2.2 Annual renewal fee payable by Tax Practitioners who elected the IRBA as their Recognised Controlling Body</p> <p>2.3 Administration fee for reinstatements (not limited to reinstatements after lapsing).</p> | <p>R8 750.00</p> <p>R2 270.00</p> <p>R4 375.00</p> |
| 3. | <p>Once-off fees payable in respect of registration of training contracts:</p> <p>3.1 Training contract</p> | <p>R2 890.00</p> |
| 4. | <p>Once-off fees payable in respect of registration of an Audit Development Programme contract:</p> <p>4.1 Audit Development Programme (ADP)</p> <p>4.2 Administration fee for cancellation or withdrawal from 4.1 above (Recovery of cost):</p> <ul style="list-style-type: none"> Registered candidate auditor resigns within six (6) months. The IRBA has not conducted an introductory visit and an inspection visit. Registered candidate auditor resigns within six (6) months. The IRBA has conducted an introductory visit, but not an inspection visit. Registered candidate auditor resigns within six (6) months. The IRBA has conducted an introductory visit and an inspection visit. | <p>R6 520.00</p> <p>15% of the above fee</p> <p>50% of the above fee</p> <p>100% of the above fee</p> |
| 5. | <p>ADP monitoring administration fees payable for cancellation:</p> <p>Total time as allocated for the inspection when scheduled, and as communicated to the registered auditor at the time, at a standard rate per hour per inspector scheduled.</p> | <p>R1 160.00</p> |
| 6. | <p>Inspection administration fees payable for cancellation:</p> <p>Total time as allocated for the inspection when scheduled, and as communicated to the registered auditor at the time, at a standard rate per hour per inspector scheduled.</p> | <p>R2 370.00</p> |
| 7. | <p>Hourly rate for actual time spent carrying out any other service rendered by the IRBA</p> | <p>R2 370.00</p> |

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| 8. | Administration fees 8.1 Late submission of Assurance Work Affidavit and supporting documents. 8.2 Under-declaring of Assurance Fees | R2 700.00 5% of additional fees due |
| 9. | Accreditation fees for professional bodies: 9.1 Application fee Payable on application (non-refundable) 9.2 Evaluation fee (up to a maximum of) Payable on progress 9.3 Should the professional body withdraw its application for accreditation, the IRBA will charge for recovery of costs incurred 9.4 Annual monitoring fee - Payable annually | R60 470.00 R1 791 710.00 R703 640.00 |