

Vol. 663

**11 September
September 2020**

No. 43702

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DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 974

11 SEPTEMBER 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 Deputy Director: Tenure Systems Implementation, Ehlanzeni District Office, 4th Floor, Home Affairs Building ,23 Corner Henshall & Brander Street, Nelspruit, 1200
File Reference:ET6/5/L 12431L

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
1.	Mathabela Fransisco	280618 5160 080
2.	Sithole Titus Armando	300919 5240 088
3.	Mncina Velephi Phyllis	490225 0184 085
4.	Mnisi Ngangendlela Andries	540313 5587 088
5.	Themba Samson Sigwalaza	650712 5324 085
6.	Masinga James Mbango	660204 5976 088

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
1.	PTN 3 OF THE FARM HOPEWELL 653, REGISTRATION DIVISION J.T, MPUMALANGA PROVINCE	MBOMBELA LOCAL MUNICIPALITY	T13609/2011	DANROC PTY LTD	



For **DIRECTOR-GENERAL: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM**

SIGNED BY: Clement Maseko

DEPUTY DIRECTOR: TENURE SYSTEMS IMPLEMENTATION / LABOUR TENANTS
DULY AUTHORISED

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 975

11 SEPTEMBER 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
c/o Deputy Director: Tenure Systems Implementation
Department of Rural Development and Land Reform

Private Bag X5020, Piet Retief, 2380; or 91 Church Street, Piet Retief

File Reference: MPU/SH/8/

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
1.	Abakulu John Mkhali	331108 5123 089
2.	Butini Richard Shongwe	650516 5339 088
3.	Swenka Esau Nkonde	450427 5206 081
4.	Makhulelaesakeni Jeremia Nxumalo	300701 5268 081
5.	Sarathiel Meshack Thabede	520510 5284 087

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
	Portion 1 remaining extent of the farm Anhalt No 165 HT	Mkhondo	T2604/2019	BOHMER ROLF LANDOLF	N/A


MR. S THOKA

DEPUTY DIRECTOR: TENURE REFORM IMPLEMENTATION

DATE: 06/08/2020

NO. 976

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

11 SEPTEMBER 2020

DE-GAZETTE GOVERNMENT NOTICE NO: 912 OF 2005 IN THE GOVERNMENT GAZETTE NO: 27664 DATED 17 JUNE 2005

Notice is hereby given in terms of **Section 11A [4] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended**, that the **Commissioner for Restitution of Land Rights** is de-Gazetting the said Gazette Notice as per court order for LCC120/2008 dated 9th November 2018 which orders to de-gazette properties identified in Government Notice 912 of 2005, published in Government Gazette No 27664 of 17th June 2005 in the matter concerning Ngwenya Family Land Claim (KRP: 6164).

CURRENT PARTICULARS OF THE PROPERTIES
OUDEHOUTSPRUIT 586 IR

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
The Remaining Extent of the farm 586 IR	Callinan Pamela Mary Lamplough [3707120060089] Lane Reynolds Trust [2281/1993]	T20687/1991 T70076/2001	29.8159 ha	None	None 164	K1008/1988RM in favour of Smith Roland Yorke K164/1961S K2613/1983S
Portion 1	Transnet Ltd	T573/1924	6.50653 ha	None	None	None
Portion 2	Transnet Ltd	T5800/1922	1.2705 ha	None	None	None
Portion 3	Kroukamp Maureen Francis [3208050073002]	T47746/2000	25.7908 ha	None	None	K2952/1990RM
Portion 4	Oudehousruit Farm CC [CK89/40070/23]	T24756/1990	525.4706 ha	B8483/1999	Firststrand Bank Ltd	K2895/1976 RM in favour of Smith Roland Yorke K2896/1976RM in favour of Smith Yoland Yorke K4800/1990RM
Portion 5	Johannri Trust [4458/1997]	T108828/2002	685.2256 ha	B76886/2002	Absa Bank Ltd	I-24792/1990C K1508/1987S in favour of Viljoen Sarah Johanna

						K1509/1987S in favour of Viljoen Sarah Johanna K2133/1980RM K5556/1990RM in favour of Inspan Beleggings Pty Ltd VA4943/1995 in favour of Viljoen Sarah Johanna
Portion 6	Smith Vernon Xenophon [2909215017005] in 0.33333 share Smith Susanna Magrita [3304160072008] in 0.33333 share Smith Urban Xenophon [270105503006]	T28777/1995	3212.000sqm	None	None	VA1187/1995
Portion 7	Consolidated Now Farm 589 IR	T3936/1932	8.1010 ha	None	None	Consolidated Now Farm 589 IR
Portion 8	Consolidated Now Farm 589 IR	T3936/1932	19.2621 ha	None	None	Consolidated Now Farm 589 IR
Portion 9	Consolidated Now Farm 589 IR	T3936/1932	83.4883 ha	None	None	Consolidated Now Farm 589 IR
Portion 10	Dick Kerslake Family Trust [929/1986]	T79753/1995	970.720 ha	B75814/1997 B80321/1995	Landbank Standard Bank	K2499/1990RM
Portion 11	Val Farmers Assoc in 0.888888 shares Val Farmers Assoc in 0.111111 share	T6142/1954 T6143/1954	8565.0000sqm	None	None	None

Portion 12	Consolidated Now Portion 14	T15941/1956	9436.0000sqm	None	None	Consolidated Now Portion 14
Portion 13	Consolidated Now Portion 14	DU1000/1800	800.0000dum	None	None	Consolidated Now Portion 14
Portion 14	Afgri Operations Ltd [199500587206]	T3400/1961	1.7131	None	None	From Portion 12 and 13
Portion 15	<p>Bartiss Belinda Elizabeth Janet [4511300084003] in 0.041666 share</p> <p>Cullinan Pamela Mary Lamplough [3707120060089] in 0.041666 share</p> <p>Smith Petert Yorke [4106095030087] in 0.041666 share</p> <p>Smith Sybil Hope [1412180029007] in 0.8333333 share in 0.333333share</p> <p>Smith Vernon Xenophon [2909215017005] in 0.333333 share</p>	<p>T3052/1977</p> <p>T3052/1977</p>	8667.0000sqm	None	None	None
Portion 16	Now Val	T6019/1962	16.7330 ha	None	None	Now Val
Portion 17	Transnet Ltd	T7857/1963	8532.0000sqm	None	None	None
Portion 18	Transnet Ltd	T7857/1963	1312.0000sqm	None	None	None
Portion 19	Republic of South Africa	T5757/1965	3.3997 ha	None	None	None

Portion 20	Lazy K Estate CC [CK89/40072/23]	T24757/1990	326.1352 ha	None	None	None
Portion 21	Oudehoutspruit Farm Pty Ltd	T23505/1982	528.5865 ha	None	None	K1867/1980RM K5525/1990 RM
Portion 22	Transnet Ltd	T39758/1984	5233.0000sqm	None	None	I-4942/1984C-3838/1976T I-4943/1984C-2632/1953T I-4944/1984C-24057/1958T I4945/1984C-13671/1938T I-4946/1984C-24056/1958T
Potion 23	Trasnet Ltd	T46108/1981	5.2751 ha	None	None	None
Portion 24	Consolidated Now Portion 26	TDU 100/1800	800.0000 dum	None	None	Consolidated Now Portion 26
Portion 25	Consolidated Now Portion 26	TDU 100/1800	800.0000 dum	None	None	Consolidated Now Portion 26
Portion 26	Afgri Operations Ltd [199500587206]	T46748/1983	6.9000 ha	None	None	K2614/1983S

2. GROENVLEI 589 IR Consolidation of Ptn 7, 8, 9, of Farm 586 IR

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
The Remaining Extent of the Farm 589 IR	Dirk Kerlake Family Trust [929/1986]	T79753/1995	344.4131 ha	B75814/1997 B80321	Landbank Standard Bank	K1003/1969S K4336/1990RM

						K51/1973RM
Portion 1	Consolidated Now Farm no 594 IR	T134/960	204.6321 ha	None	None	K2402/1983S K2676/1990RM VA3608/1995 in favour of B49989/1979 Consolidated now Farm No 594 IR
Portion 2	Consolidated Now Farm no 594 IR	T30742/1969	6548.0000sqm	None	None	VA3571/1995 in favour of T30742/1969 Consolidated now Farm No 594 IR
Portion 3	Transnet Ltd	T3623/1982	4.4910 ha	None	None	None

3. MOUNT FARM NO 594 IR [Consolidation of Ptn 11 of 590 IR, and Farm 589 IR

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
The Remaining Extent of the Farm 584 IR	Vernon Xenophon Smith [2909215017005] Smith Susanna Magrita [3304160072008]	T80758/1995	207.0009 ha	None	None	None

Notice is hereby given in terms of **Section 11A [4] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended**, that the **Commissioner for Restitution of Land Rights** is de-Gazetting the said Gazette Notice as per court order for LCC120/2008 dated 9th November 2018 which orders to de-gazette properties identified in Government Notice 912 of 2005, published in Government Gazette No 27664 of 17th June 2005 in the matter concerning Ngwenya Family Land Claim (KRP: 6164).

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 X11330
Nelspruit
1200
Or 30 Samora Machel Drive
Nelspruit
1200
Tel No: 013 756 6000
Fax No: 013 752 3859**

**CHECKED BY: MRS RENALL SINGH
RESTITUTION ADVISOR
DATE:**

**MR L H MAPHUTHA
THE REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE
DATE:**

NO. 977

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

11 SEPTEMBER 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 the late **Mr. Dingindawo Josiah Ngwenya, ID. No. 270620 5129 083** on behalf of Ngwenya family on the property mentioned here under situated in Mkhondo Local Municipality, Gert Sibande District in Mpuma'anga Province (**KRP: 1717**)

CURRENT PARTICULARS OF THE PROPERTY

IDALIA 496 IT


Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 2	Sappi Manufacturing PTY Ltd [195100318007] Lereko Prop Co PTY Ltd [200503829507]	T58466/1999 T7193/2009	107.5190 ha Ngwenya family land claim affects 3.9135 ha	B4949/2009 B4950/2009	Sappi Ltd Sappi Manufacturing	None

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 the late **Mr. Dingindawo Josiah Ngwenya, ID. No. 270620 5129 083** on behalf of Ngwenya family on the property mentioned here under situated in Mkhondo Local Municipality, Gert Sibande District in Mpumalanga Province (**KRP: 1717**)

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:

**30 Samora Machel Drive
Restitution House
Nelspruit
1200
TEL NO: 013 756 6000
FAX NO: 013 752 3859**


**MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE
DATE: 2020/08/24**

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 978

11 SEPTEMBER 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 **Albert Mandla Madlopo ID. NO. 680216 5283 089** on behalf of the Madlopo family on the property mentioned here under situated in Mkhondo Local Municipality, Gert Sibande District in Mpumalanga Province: **KRP: 80 and 2038**

CURRENT PARTICULARS OF THE PROPERTY
VERZAMELING 506 IT

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 0 (Remaining Extent)	Theron Familie Trust 350/84	T20558/1985	2 429.8443 ha (64.6847 hectares claimed)	None	None	K2374/1987L K350/1999RM in favour of Theron Familie Trust VA275/1999 in favour of Theron Maria Aletta Petronella

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 **Albert Mandla Madlopo** ID. NO. 680216 5283 089 on behalf of the Madlopo family on the property mentioned above situated in Mkhondo Local Municipality, Gert Sibande District in Mpumalanga Province: **KRP: 80 and 2038**

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 X 11330
Nelspruit
1200



MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE

DATE: 2020/03/24

NO. 979

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

11 SEPTEMBER 2020

GENERAL NOTICE IN TERMS OF RESTITUTION OF LAND RIGHTS ACT, 1994 [ACT 22 OF 1994] AS AMENDED]

Amendment of Government gazette Notice No: 41955 Notice Number 1045 of 2018 dated 05 October 2018 for wrongly captured file reference number and hectares affected and to bear correct file reference number and correct hectares affected by the land claim.

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 Josiah Mshayina Mayisa ID. NO. 600203 6013 084 on behalf of Mayisa family on the property mentioned here under situated in Govan Local Municipality, Gert Sibande District in Mpumalanga Province (KRP: 1680)

CURRENT PARTICULARS OF THE PROPERTY

RUITGEKUILEN 129 IS

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
The Remaining Extent of the farm Ruitgekuilen 129 IS	Combrink Machiel Renier Hendrik [4608045003080]	T86105/1995	326.5557ha	None	None	<ul style="list-style-type: none"> • K2382/1977S • K280/1977S • K2739/1984S • K28/1994 • K2837/2001RM in favor of Sasol Mining Pty Ltd
Portion 1	Combrink Cathorina Elizabetha [4908010004083]	T18560/1995	857.0102ha	None	None	<ul style="list-style-type: none"> • C192/1968-25329/452T • K2100/1984S • K2580/1977S • K2837/2001RM in favor of Sasol Mining Pty Ltd • K335/2012S • K48/1964S • VA1310/983-K2580/977 in favor S

						<ul style="list-style-type: none"> VA721/2012 in favor of Combrink Cathorina Elizabetha
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Amendment of Government gazette Notice No: 41955 Notice Number 1045 of 2018 dated 05 October 2018 for wrongly captured file reference number and hectares affected and to bear correct file reference number and correct hectares affected by the land claim.

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 Josiah Mshayina Mayisa ID. NO. 600203 6013 084 on behalf of Mayisa family on the property mentioned here under situated in Govan Local Municipality, Gert Sibande District in Mpumalanga Province (KRP: 1680)

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 X 11830
Nelspruit
1200

CHECKED BY: BENALL SINGH
RESTITUTION ADVISOR
DATE: 20/08/24

MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE
DATE: 20/08/24

DEPARTMENT OF BASIC EDUCATION

NO. 980

11 SEPTEMBER 2020

THE SOUTH AFRICAN SCHOOLS ACT, 1996 (ACT NO. 84 OF 1996)

**CALL FOR WRITTEN SUBMISSIONS ON AMENDMENT OF THE
REGULATIONS PERTAINING TO THE NATIONAL CURRICULUM
STATEMENT GRADES R-12**

I, Angelina Matsie Motshekga, Minister of Basic Education, hereby, in terms of section 61(c) and (d) of the South African Schools Act, 1996 (Act. No. 84 of 1996) and after consultation with the Council of Education Ministers, intend to amend the Regulations Pertaining to the National Curriculum Statement Grades R-12. Interested persons or organisations are hereby invited to submit written comments on the amendment of the regulations within 30 calendar days from the date of publication. Comments must be forwarded for the attention of Ms C Weston by:

Post to:

The Director General,
The Department of Basic Education
Private Bag X895,
Pretoria, 0001,

(b) Hand to:

The Department of Basic Education
Sol Plaatjie House,
222 Struben Street,
Pretoria,

0001

(c) Fax to:

+27 (0)12 328 9828; and

(d) By email to:

weston.c@dbe.gov.za


MRS ANGIE MOTSHEKGA, MP

MINISTER

DATE: 14/08/2020

SCHEDULE

GENERAL EXPLANATORY NOTE

[.....] Words in bold in square brackets indicate omissions from the existing policy.

_____ Words underlined with a solid line indicate insertions into the existing policy.

DEFINITIONS

In these regulations “the Regulations” means the Regulations published as Government Notice 1114 (GG 36041 of 28 December 2012) as amended by Government Notice 564 (GG 37840 of 18 July 2014); Government Notice 235 (GG 38589 of 20 March 2015); Government Notice 1162 (GG 39435 of 20 November 2015); Government Notice No.1495 (GG 40472 of 2 December 2016); and Government Notice No.1404 (GG 41321 of 15 December 2017)

Amendment of Regulation 5 of the Regulations Pertaining to the National Curriculum Statement Grades R-12

1. Regulation 5 of the Regulations pertaining to the National Curriculum Statement Grades R-12, is hereby amended –

(a) by the deletion of the following sub regulation:

[(4B) (k) Learners offering Sport and Exercise Science as a subject must offer either Physical Sciences or Life Sciences.]

Amendment of Regulation 16 of the Regulations pertaining to the National Curriculum Statement R - 12

2. Regulation 16 of the Regulations pertaining to the National Curriculum Statement R – 12, is hereby amended –

(a) by the deletion of the following sub regulation:

[(d)(i) All learners offering Sport and Exercise Science as a subject for the National Senior Certificate must offer either Physical Sciences or Life Sciences as one of the required seven-subject package.]

Short title and commencement

3. This regulation is called the Amendment Regulations pertaining to the National Curriculum Statement Grades R-12, 2020 and will come into effect on the date of publication in the Government Gazette.

DEPARTMENT OF BASIC EDUCATION

NO. 981

11 SEPTEMBER 2020

NATIONAL EDUCATION POLICY ACT, 1996 (ACT NO. 27 OF 1996)

THE SOUTH AFRICAN SCHOOLS ACT, 1996 (ACT NO. 84 OF 1996)

**CALL FOR WRITTEN SUBMISSIONS ON AMENDMENT OF THE NATIONAL
POLICY PERTAINING TO THE PROGRAMME AND PROMOTION
REQUIREMENTS OF THE NATIONAL CURRICULUM STATEMENT
GRADES R-12**

I, Angelina Matsie Motshekga, Minister of Basic Education, acting under section 3(4)(l) of the *National Education Policy Act, 1996 (Act No. 27 of 1996)* and 6A (1) of the *South African Schools Act, 1996 (Act No. 84 of 1996)*, and after consultation with the Council of Education Ministers, intend to amend the Policy pertaining to the Programme and Promotion Requirements of the National Curriculum Statement Grades R – 12. Interested persons or organisations are hereby invited to submit written comments on the amendments to the policy within 30 calendar days from the date of publication. Comments must be forwarded for the attention of Ms. C Weston by:

Post to:

The Director General,
The Department of Basic Education
Private Bag X895,
Pretoria, 0001,

(b) Hand to:

The Department of Basic Education
Sol Plaaityje House,

222 Struben Street,
Pretoria,
0001

(c) Fax to:

+27 (0)12 328 9828; and

(d) By email to:

weston.c@dbe.gov.za


MRS ANGIE MOTSHEKGA, MP
MINISTER

DATE: 14/08/2020

SCHEDULE

GENERAL EXPLANATORY NOTE

[.....] Words in bold in square brackets indicate omissions from the existing policy.

_____ Words underlined with a solid line indicate insertions into the existing policy.

DEFINITIONS

In this policy, “policy” means the policy published as *Government Notices No. 1115 and 1116 in Government Gazette No. 36042 of 28 December 2012 as amended by Government Notices 499 and 500 (GG 36465 of 17 May 2013); Government Notice 564 (GG 37840 of 18 July 2014); Government Notices 625 and 626 (GG 37910 of 13 August 2014); Government Notices 236 and 237 (GG 38950 of 20 March 2015); Government Notice 1161 (GG 39435 of 20 November 2015); Government Notices 1496 and 1497 (GG 40472 of 2 December 2016); and Government Notice 1402 (GG 41321 of 15 December 2017)*

Amendment of Paragraph 28 of the National Policy pertaining to the Programme and Promotion Requirements of the National Curriculum Statement Grades R - 12

- (1) Paragraph 28 of the National Policy pertaining to the Programme and Promotion Requirements of the National Curriculum Statement Grades R – 12, is hereby amended-
- (a) by the deletion of the following Subparagraph:

[5A Learners offering Sport and Exercise Science as a subject must offer either Physical Sciences or Life Sciences examination.]

Short title and commencement

2. This policy is called the National Policy pertaining to the Programme and Promotion Requirements of the National Curriculum Statement Grades R - 12, 2020 and will come into effect on the date of publication in the Government Gazette.

NATIONAL TREASURY**NO. 982****11 SEPTEMBER 2020**

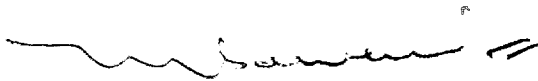
I, TT Mboweni, Minister of Finance, acting in terms of the Division of Revenue Act, 2020 (Act No. 4 of 2020), hereby publish in the attached Schedules:

- a. Schedule 7, Part A allocations to provinces - Provincial Disaster Relief Grant
- b. Schedule 7, Part B allocations to provinces - Municipal Disaster Relief Grant

For ease of reference only and where applicable, the attached Schedule reflects the allocations published in the Division of Revenue amendment Act, 2020 Schedule 7, Part A and B.

This Government Notice is set out as follows:

- Part 1: Conditional allocations; and
- Part 2: Explanatory memorandum relating thereto.



TT Mboweni, MP
Minister of Finance

Date: 20/09/2020

Explanatory Memorandum to the Provincial Allocations set out in the Schedules

This *Gazette* is published in terms of the Division of Revenue Act, 2020 (Act No. 4 of 2020), and provides information on adjustments to existing allocations to national departments and provinces in the 2020/21 financial year.

This notice affects the Provincial Disaster Relief Grant (PDRG) and the Municipal Disaster Relief Grant (MDRG).

PDRG

In compliance with Section 26 of the Division of Revenue Act, 2020; the Department of Cooperative Governance (DCoG) allocates the following from the unallocated Provincial Disaster Relief Grant (Schedule 7, Part A):

- Eastern Cape – R35 million
- KwaZulu-Natal – R4 million
- Limpopo – R18.6 million
- Mpumalanga – R12.2 million
- Northern Cape – R35.7 Million
- North West – R8 million
- Western Cape – R25 million

MDRG

The National Disaster Management Centre (NDMC) requested a portion of the MDRG that was unallocated on the tabling of the 2020 Division of Revenue Bill to be allocated to municipalities in response to the COVID-19 pandemic following the declared state of national disaster in terms of Government Gazette No. 43096 on 15 March 2020.

Section 28 of the 2019 DoRA states that in an event that the 2020 Division of Revenue Act has not been enacted by the beginning of the National Financial year (1 April 2020), the National Treasury may determine that an amount not exceeding 45 percent of the total amount of each conditional grant allocation that may be transferred to the relevant municipalities. As a result, National Treasury approved a total of R151 million to be transferred to municipalities and all the approved MDRG funding was transferred to all relevant municipalities on 08 May 2020.

The DCoG is the national transferring officer of this grant and will be responsible for monitoring the performance of this allocation through the NDMC.

SCHEDULE 7, PART A

TRANSFERS FROM THE PROVINCIAL DISASTER RELIEF GRANT

Vote	Name of allocation	Purpose	Province	2020/21 (Division of Revenue Amendment Act, 2020)	Adjustment	2020/21 Adjusted Allocation
				R'000	R'000	R'000
Cooperative Governance (Vote 3)	Provincial Disaster Relief Grant	To provide for the release of funds for disaster response	Eastern Cape	-	35 000	35 000
			Free State	-		-
			Gauteng	-		-
			KwaZulu-Natal	-	4 000	4 000
			Limpopo	-	18 640	18 640
			Mpumalanga	-	12 160	12 160
			Northern Cape	-	35 689	35 689
			North West	-	8 000	8 000
			Western Cape	-	25 000	25 000
			Unallocated	138 489	138 489	-
			TOTAL	138 489	-	138 489

SCHEDULE 7, PART B
ALLOCATIONS OF UNALLOCATED PROVISIONS FOR MUNICIPALITIES FOR DISASTER RESPONSE

Cooperative Governance and Traditional Affairs (Vote 4)			Municipal Disaster Relief Grant			
			Column A			Column C
			2020/21	Roll-overs	Adjustments	2020/21
			Main allocation			Adjusted allocation
			R'000	R'000	R'000	R'000
EASTERN CAPE						
A	BUF	Buffalo City				-
A	NMA	Nelson Mandela Bay				-
B	EC101	Dr Beyers Naude			1 132	1 132
B	EC102	Blue Crane Route			983	983
B	EC104	Makana			1 639	1 639
B	EC105	Ndlambe			1 043	1 043
B	EC106	Sundays River Valley			1 043	1 043
B	EC108	Kouga			1 192	1 192
B	EC109	Kou-Kamma			953	953
C	DC10	Sarah Baartman District Municipality			596	596
Total: Sarah Baartman Municipalities			-	-	8 581	8 581
B	EC121	Mbhashe			1 341	1 341
B	EC122	Mquma			1 937	1 937
B	EC123	Great Kei			417	417
B	EC124	Amahlathi			596	596
B	EC126	Ngqushwa			328	328
B	EC129	Raymond Mhlaba			745	745
C	DC12	Amatole District Municipality			3 397	3 397
Total: Amatole Municipalities			-	-	8 761	8 761
B	EC131	Inxuba Yethemba			447	447
B	EC135	Intsika Yethu			447	447
B	EC136	Emalahleni			596	596
B	EC137	Engcobo			894	894
B	EC138	Sakhisizwe			596	596
B	EC139	Enoch Mgijima			894	894
C	DC13	Chris Hani District Municipality			3 516	3 516
Total: Chris Hani Municipalities			-	-	7 390	7 390
B	EC141	Elundini			596	596
B	EC142	Senqu			477	477
B	EC145	Walter Sisulu			477	477
C	DC14	Joe Gqabi District Municipality			2 235	2 235
Total: Joe Gqabi Municipalities			-	-	3 785	3 785
B	EC153	Nquba Hill			447	447
B	EC154	Port St Johns			685	685
B	EC155	Nyandeni			834	834
B	EC156	Mhlontlo			536	536
B	EC157	King Sabata Dalindyebo			3 277	3 277
C	DC15	O.R. Tambo District Municipality			4 201	4 201
Total: O.R. Tambo Municipalities			-	-	9 980	9 980
B	EC441	Matatiele			745	745
B	EC442	Umtzimvubu			536	536
B	EC443	Mbizana			715	715
B	EC444	Ntabankulu			417	417
C	DC44	Alfred Nzo District Municipality			1 877	1 877
Total: Alfred Nzo Municipalities			-	-	4 290	4 290
Total: Eastern Cape Municipalities			-	-	42 787	42 787
FREE STATE						
A	MAN	Manvaung				-
B	FS161	Letsemeng			655	655
B	FS162	Kopanong			119	119
B	FS163	Mohokare			298	298
C	DC16	Xhariep District Municipality			149	149
Total: Xhariep Municipalities			-	-	1 221	1 221
B	FS181	Masilonyana			417	417
B	FS182	Tokologo			119	119
B	FS183	Tswelopele			179	179
B	FS184	Matjhabeng			596	596
B	FS185	Nala			179	179
C	DC18	Lejweleputswa District Municipality			149	149

SCHEDULE 7, PART B
ALLOCATIONS OF UNALLOCATED PROVISIONS FOR MUNICIPALITIES FOR DISASTER RESPONSE

Cooperative Governance and Traditional Affairs (Vote 4)	Municipal Disaster Relief Grant			
	Column A 2020/21 Main allocation	Roll-overs	Adjustments	Column C 2020/21 Adjusted allocation
Total: Lejweleputswa Municipalities	-	-	1 639	1 639
B FS191 Setsoto			238	238
B FS192 Dikhalabeng			864	864
B FS193 Nketoana			119	119
B FS194 Maluti a Phofung			1 132	1 132
B FS195 Phumelela			417	417
B FS196 Mantsopa			179	179
C DC19 Thabo Mofutsanyana District Municipality			149	149
Total: Thabo Mofutsanyana Municipalities	-	-	3 098	3 098
B FS201 Mochaka			1 013	1 013
B FS203 Ngwathe			745	745
B FS204 Metsimaholo			298	298
B FS205 Mafube			447	447
C DC20 Fezile Dabi District Municipality			149	149
Total: Fezile Dabi Municipalities	-	-	2 652	2 652
Total: Free State Municipalities	-	-	8 610	8 610
GAUTENG				
A EKH Ekurhuleni				-
A JHB City of Johannesburg				-
A TSH City of Tshwane				-
B GT421 Emfuleni			596	596
B GT422 Midvaal			718	718
B GT423 Lesedi			685	685
C DC42 Sedibeng District Municipality			119	119
Total: Sedibeng Municipalities	-	-	2 118	2 118
B GT481 Mogale City			1 251	1 251
B GT484 Merafong City			596	596
B GT485 Rand West City			1 192	1 192
C DC48 West Rand District Municipality			119	119
Total: West Rand Municipalities	-	-	3 158	3 158
Total: Gauteng Municipalities	-	-	5 276	5 276
KWAZULU-NATAL				
A ETH eThekweni				-
B KZN212 uMdoni			1 341	1 341
B KZN213 uMzumbhe			1 043	1 043
B KZN214 uMuziwabantu			1 490	1 490
B KZN216 Ray Nkonyeni			1 108	1 108
C DC21 Ugu District Municipality			745	745
Total: Ugu Municipalities	-	-	5 727	5 727
B KZN221 uMshwathi			953	953
B KZN222 uMngeni			1 460	1 460
B KZN223 Mpofana			745	745
B KZN224 iMpendle			854	854
B KZN225 Msunduzi			1 192	1 192
B KZN226 Mkhambathini			745	745
B KZN227 Richmond			745	745
C DC22 uMgungundlovu District Municipality			894	894
Total: Umgungundlovu Municipalities	-	-	7 588	7 588
B KZN235 Okhahlamba			1 287	1 287
B KZN237 iNkosi Langalibalele			1 222	1 222
B KZN238 Alfred Duma			1 077	1 077
C DC23 uThukela District Municipality			745	745
Total: Uthukela Municipalities	-	-	4 331	4 331
B KZN241 eNdumeni			775	775
B KZN242 Ngutu			804	804
B KZN244 uMsinga			960	960
B KZN245 uMvoti			757	757
C DC24 uMzinyathi District Municipality			536	536

SCHEDULE 7, PART B
ALLOCATIONS OF UNALLOCATED PROVISIONS FOR MUNICIPALITIES FOR DISASTER RESPONSE

Cooperative Governance and Traditional Affairs (Vote 4)	Municipal Disaster Relief Grant			
	Column A 2020/21 Main allocation	Roll-overs	Adjustments	Column C 2020/21 Adjusted allocation
Total: Umzinyathi Municipalities	-	-	3 832	3 832
B KZN252 Newcastle			757	757
B KZN253 eMadlangeni			685	685
B KZN254 Dannhauser			735	735
C DC25 Amauba District Municipality			387	387
Total: Amauba Municipalities	-	-	2 564	2 564
B KZN261 eDumbe			1 192	1 192
B KZN262 uPhongolo			879	879
B KZN263 Abaqulusi			1 302	1 302
B KZN265 Nongoma			1 192	1 192
B KZN266 Ulundi			1 192	1 192
C DC26 Zululand District Municipality			596	596
Total: Zululand Municipalities	-	-	6 353	6 353
B KZN271 uMhlabyalingana			864	864
B KZN272 Jozini			864	864
B KZN275 Mtubatuba			1 341	1 341
B KZN276 Big Five Hlabisa			1 460	1 460
C DC27 uMkhanyakude District Municipality			596	596
Total: Ukhanyakude Municipalities	-	-	5 125	5 125
B KZN281 uMfolozi			745	745
B KZN282 uMhlathuze			1 192	1 192
B KZN284 uMlalazi			745	745
B KZN285 Mthonjaneni			745	745
B KZN286 Nkandla			745	745
C DC28 King Cetshwayo District Municipality			745	745
Total: Uthungulu Municipalities	-	-	4 917	4 917
B KZN291 Mandeni			745	745
B KZN292 KwaDukuza			894	894
B KZN293 Ndwedwe			745	745
B KZN294 Maphumulo			745	745
C DC29 iLembe District Municipality			596	596
Total: iLembe Municipalities	-	-	3 725	3 725
B KZN433 Greater Kokstad			596	596
B KZN434 uBuhlebezwe			655	655
B KZN435 uMzimkhulu			745	745
B KZN436 Dr Nkosazana Dlamini Zuma			745	745
C DC43 Harry Gwala District Municipality			596	596
Total: Harry Gwala Municipalities	-	-	3 337	3 337
Total: KwaZulu-Natal Municipalities	-	-	47 499	47 499
LIMPOPO				
B LIM331 Greater Giyani			298	298
B LIM332 Greater Letaba			298	298
B LIM333 Greater Tzaneen			298	298
B LIM334 Ba-Phalaborwa			298	298
B LIM335 Maruleng			149	149
C DC33 Mopani District Municipality			2 384	2 384
Total: Mopani Municipalities	-	-	3 725	3 725
B LIM341 Musina			447	447
B LIM343 Thulamela			149	149
B LIM344 Makhado			149	149
B LIM345 Collins Chabane			298	298
C DC34 Vhembe District Municipality			2 086	2 086
Total: Vhembe Municipalities	-	-	3 129	3 129
B LIM351 Blouberg			358	358
B LIM353 Molemole			358	358
B LIM354 Polokwane			596	596
B LIM355 Lepele-Nkumpi			298	298
C DC35 Capricorn District Municipality			453	453
Total: Capricorn Municipalities	-	-	2 063	2 063
B LIM361 Thabazimbi			298	298
B LIM362 Lephalele			298	298

SCHEDULE 7, PART B
ALLOCATIONS OF UNALLOCATED PROVISIONS FOR MUNICIPALITIES FOR DISASTER RESPONSE

Cooperative Governance and Traditional Affairs (Vote 4)		Municipal Disaster Relief Grant			
		Column A 2020/21 Main allocation	Roll-overs	Adjustments	Column C 2020/21 Adjusted allocation
B	LIM366 Bela-Bela			179	179
B	LIM367 Mogalakwena			417	417
B	LIM368 Modimolle-Mookgophong			298	298
C	DC36 Waterberg District Municipality			1 192	1 192
Total: Waterberg Municipalities		-	-	2 682	2 682
B	LIM471 Ephraim Mogale			596	596
B	LIM472 Elias Motsoaledi			596	596
B	LIM473 Makhuduthamaga			298	298
B	LIM476 Fetakgomo 'Tubatse			596	596
C	DC47 Sekhukhune District Municipality			894	894
Total: Greater Sekhukhune Municipalities		-	-	2 980	2 980
Total: Limpopo Municipalities		-	-	14 579	14 579
MPUMALANGA					
B	MP301 Chief Albert Luthuli			341	341
B	MP302 Msukaligwa			447	447
B	MP303 Mkhondo			554	554
B	MP304 Dr Pixley ka Isaka Seme			447	447
B	MP305 Lekwa			1 043	1 043
B	MP306 Dipaleseng			179	179
B	MP307 Govan Mbeki			1 013	1 013
C	DC30 Gert Sibande District Municipality			-	-
Total: Gert Sibande Municipalities		-	-	4 024	4 024
B	MP311 Victor Khanye			477	477
B	MP312 Emalahleni			447	447
B	MP313 Steve Tshwete			447	447
B	MP314 Emakhazeni			238	238
B	MP315 Thembe Site Hani			596	596
B	MP316 Dr JS Moroka			417	417
C	DC31 Nkangala District Municipality			-	-
Total: Nkangala Municipalities		-	-	2 622	2 622
B	MP321 Thaba Chweu			596	596
B	MP324 Nkomazi			655	655
B	MP325 Bushbuckridge			626	626
B	MP326 City of Mbombela			1 073	1 073
C	DC32 Ehlanzeni District Municipality			-	-
Total: Ehlanzeni Municipalities		-	-	2 950	2 950
Total: Mpumalanga Municipalities		-	-	9 596	9 596
NORTHERN CAPE					
B	NC061 Richtersveld			42	42
B	NC062 Nama Khoi			182	182
B	NC064 Kamiesberg			39	39
B	NC065 Hantam			167	167
B	NC066 Karoo Hoogland			21	21
B	NC067 Khai-Ma			30	30
C	DC6 Namakwa District Municipality			149	149
Total: Namakwa Municipalities		-	-	630	630
B	NC071 Ubuntu			66	66
B	NC072 Umsobomvu			167	167
B	NC073 Enthanjeni			149	149
B	NC074 Kareeberg			54	54
B	NC075 Renosterberg			54	54
B	NC076 Thembelihle			60	60
B	NC077 Siyathamba			66	66
B	NC078 Siyancuma			36	36
C	DC7 Pixley Ka Seme District Municipality			30	30
Total: Pixley Ka Seme Municipalities		-	-	682	682
B	NC082 !Kai !Garib			131	131
B	NC084 !Kheis			67	67
B	NC085 Tsantsabane			89	89
B	NC086 Kgatelopele			60	60
B	NC087 Dawid Kruiper			268	268

SCHEDULE 7, PART B
ALLOCATIONS OF UNALLOCATED PROVISIONS FOR MUNICIPALITIES FOR DISASTER RESPONSE

Cooperative Governance and Traditional Affairs (Vote 4)		Municipal Disaster Relief Grant			
		Column A	Roll-overs	Adjustments	Column C
		2020/21 Main allocation			2020/21 Adjusted allocation
C	DC8 ZF Mgcawu District Municipality			30	30
Total: ZF Mgcawu Municipalities		-	-	645	645
B	NC091 Sol Plaatje			328	328
B	NC092 Dikgatlong			119	119
B	NC093 Magareng			66	66
B	NC094 Phokwane			119	119
C	DC9 Frances Baard District Municipality			30	30
Total: Frances Baard Municipalities		-	-	662	662
B	NC451 Joe Morolong			125	125
B	NC452 Ga-Segonyana			179	179
B	NC453 Gamagara			95	95
C	DC45 John Taolo Gaetsewe District Municipality			119	119
Total: John Taolo Gaetsewe Municipalities		-	-	518	518
Total: Northern Cape Municipalities		-	-	3 137	3 137
NORTH WEST					
B	NW371 Moretele			268	268
B	NW372 Madibeng			1 639	1 639
B	NW373 Rustenburg			1 341	1 341
B	NW374 Kgetlengrivier			268	268
B	NW375 Moses Kotane			268	268
C	DC37 Bojanala Platinum District Municipality			506	506
Total: Bojanala Platinum Municipalities		-	-	4 290	4 290
B	NW381 Ratlou			268	268
B	NW382 Tswang			268	268
B	NW383 Mafikeng			506	506
B	NW384 Ditsobotla			358	358
B	NW385 Ramotshere Moiloa			268	268
C	DC38 Ngaka Modiri Molema District Municipality			745	745
Total: Ngaka Modiri Molema Municipalities		-	-	2 413	2 413
B	NW392 Naledi			268	268
B	NW393 Mmususa			268	268
B	NW394 Greater Tzaneen			268	268
B	NW396 Lekwa-Tsemane			268	268
B	NW397 Kagisano-Molopo			268	268
C	DC39 Dr Ruth Segomotsi Mompati District Municipality			685	685
Total: Dr Ruth Segomotsi Mompati Municipalities		-	-	2 025	2 025
B	NW403 City of Matlosana			1 013	1 013
B	NW404 Maquassi Hills			358	358
B	NW405 JB Marks			1 013	1 013
C	DC40 Dr Kenneth Kaunda District Municipality			447	447
Total: Dr Kenneth Kaunda Municipalities		-	-	2 831	2 831
Total: North West Municipalities		-	-	11 559	11 559
WESTERN CAPE					
A	CPT City of Cape Town				-
B	WC011 Matzikama			477	477
B	WC012 Cederberg			209	209
B	WC013 Berggrivier			72	72
B	WC014 Saldanha Bay			417	417
B	WC015 Swartland			119	119
C	DC1 West Coast District Municipality			89	89
Total: West Coast Municipalities		-	-	1 383	1 383
B	WC022 Witzenberg			119	119
B	WC023 Drakenstein			477	477
B	WC024 Stellenbosch			209	209
B	WC025 Breede Valley			298	298
B	WC026 Langeberg			477	477
C	DC2 Cape Winelands District Municipality			119	119
Total: Cape Winelands Municipalities		-	-	1 699	1 699

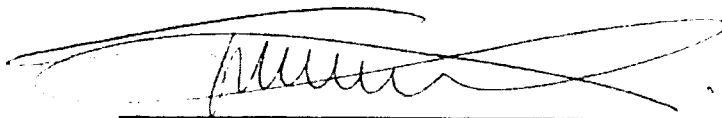
SCHEDULE 7, PART B
ALLOCATIONS OF UNALLOCATED PROVISIONS FOR MUNICIPALITIES FOR DISASTER RESPONSE

Cooperative Governance and Traditional Affairs (Vote 4)		Municipal Disaster Relief Grant			
		Column A 2020/21 Main allocation	Roll-overs	Adjustments	Column C 2020/21 Adjusted allocation
B	WC031 Theewaterskloof			238	238
B	WC032 Overstrand			179	179
B	WC033 Cape Agulhas			298	298
B	WC034 Swellendam			358	358
C	DC3 Overberg District Municipality			179	179
Total: Overberg Municipalities		-	-	1 252	1 252
B	WC041 Kannaland			298	298
B	WC042 Hessequa			238	238
B	WC043 Mossel Bay			268	268
B	WC044 George			506	506
B	WC045 Oudtshoorn			209	209
B	WC047 Bitou			506	506
B	WC048 Knysna			417	417
C	DC4 Eden District Municipality			268	268
Total: Eden Municipalities		-	-	2 710	2 710
B	WC051 Laingsburg			268	268
B	WC052 Prince Albert			209	209
B	WC053 Beaufort West			287	287
C	DC5 Central Karoo District Municipality			119	119
Total: Central Karoo Municipalities		-	-	883	883
					-
Total: Western Cape Municipalities		-	-	7 927	7 927
Unallocated		203 030			203 030
National Total		203 030	-	150 970	354 000

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR**NOTICE 496 OF 2020****LABOUR RELATIONS ACT, 1995****SOUTH AFRICAN ROAD PASSENGER 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 **South African Road Passenger 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 shall remain in force until replaced by a subsequent agreement.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/09/2020

SCHEDULE

THE SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL (SARPBAC)

MAIN COLLECTIVE AGREEMENT

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

SOUTH AFRICAN BUS EMPLOYER'S ASSOCIATION

And

COMMUTER BUS EMPLOYER'S ORGANISATION

(hereinafter referred to as the "Employers" or the "Employers' Association"), of the one part, and the

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA

TRANSPORT AND ALLIED WORKERS UNION OF SOUTH AFRICA

TRANSPORT AND OMNIBUS WORKERS UNION

And

TIRISANO TRANSPORT AND SERVICES WORKERS UNION

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being the parties to the South African Road Passenger Bargaining Council (SARPBAC)
(hereinafter referred to as the "Bargaining Council")

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1. SCOPE OF APPLICATION AND PERIOD OF AGREEMENT

1.1. SCOPE OF APPLICATION

- 1.1.1 The terms of this agreement shall be observed in the Road Passenger Transport Trade as defined hereunder in the Republic of South Africa:

"Road Passenger Transport Trade" or "trade" means the trade in which employers (other than employers exclusively conveying schoolchildren between their places of residence and the schools they attend) and their employees are associated for the purpose of conveying for reward on any public road any person by means of a power-driven vehicle (other than a vehicle in possession and under the control of Transnet or a local authority) intended to carry more than 16 persons simultaneously including the driver of the vehicle and includes all operations incidental or consequential thereto.

- 1.1.2 Notwithstanding the provisions of sub-clause 1.1.1, the terms of this Agreement shall: -

- (a) apply to all employees for whom wages are prescribed in this agreement and to employers of such employees

1.2. TERM OF THE AGREEMENT

This Agreement shall come into operation for the parties to this Agreement on 1 April 2020 and for non-parties on such date as may be decided upon by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995 and shall remain in force until replaced by a subsequent agreement and shall be applicable to all Eligible Employees and their employers.

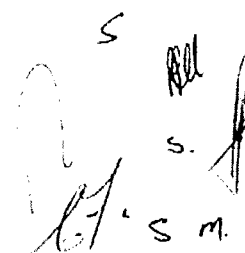
2. DEFINITIONS

Unless the context otherwise indicates, any expressions which are used in this Agreement and which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and for the purposes of this Agreement an Employee shall be deemed to be in the job title in which he is wholly or mainly engaged; further, unless inconsistent with the context:

"Bargaining Council" means the South African Road Passenger Bargaining Council (SARPBAC);

"Basic Wage" means the amount of money payable to an Employee in respect of his/her ordinary hours of work;

"Bus" means a power-driven vehicle intended to carry more than 16 persons, including the driver of the vehicle;

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a large signature, some initials, and the letters 'S' and 'M'.

"Day" means the period of 24 hours from midnight to midnight. Provided that in the case of a member of the operating staff it shall mean a period of 24 consecutive hours calculated from the time the Employee commences work;

"Daily wage" means an Employee's hourly rate multiplied by the Employee's ordinary hours of work in a day;

"Eligible Employee" means an individual, other than an individual who is part of an Employer's Management, Supervisory or Management Support Staff, who works in the Road Passenger Transport Trade and who is in the permanent employment of an Employer.

"Employee" for the purpose of this agreement means "Eligible Employee"

"Employer" means an individual, company or organisation that employs or provides work for any person or employs an eligible employee in the Road Passenger Transport Trade;

"Hourly Rate" means an Employee's hourly rate of pay;

"Job Title" means the position occupied by an Employee within an Employer's organisation;

"Management Staff" mean those individuals who are responsible for the management of the business or a division, department, depot, section or workshop within such a business. Business owners, directors and/or persons holding positions of assistant manager, or any more senior position within an Employer's staff structure, fall within the definition of this category of staff;

"Management Support Staff" means those individuals' providing support services within a business. Individuals involved in the auditing, accounting, personnel administration, payroll, recruitment, welfare, public relations, secretarial and/or information technology functions as well as those with insurance claim processing, disciplinary activities or security services (other than individuals working as security guards) fall within the definition of this category of staff;

"Minimum Hourly Rate" means the minimum basic hourly rate of pay applicable to a specific job as reflected in "Annexure A";

"Monthly wage" means an Employee's Weekly Wage multiplied by 52 and divided by 12;

"Operating Staff" means a bus driver, bus driver-conductor, checker/regulator, conductor, dispatcher/transport officer, inspector, point controller, clip card seller, ticket office Employee, senior inspector, senior dispatcher/transport officer, senior checker/regulator;

"Ordinary Hours of Work" means the hours of work prescribed in clause 6 or if by agreement between Employer and his Employee the latter works a lesser number of hours, such shorter hours, and includes:

- (a) all periods during which an Employee is obliged to remain at his post in readiness to commence or proceed with his work; and
- (b) all time spent by a bus driver or bus driver-conductor on work connected with the bus or the passengers and all time spent by a driver of a motor vehicle on work connected with the vehicle or its load, but does not include any meal interval, sleep-over period or any

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time for which a subsistence allowance is payable to an Employee ,if during such period, the Employee does no work other than remaining in charge of the vehicle;

"Overtime" means that portion of any period worked by an Employee during any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an Employee works for his Employer on a paid holiday, on his weekly day off as referred to in Clause 6.5 of this Agreement, or on a Sunday;

"Paid Holiday" means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day, Day of Goodwill and any other day declared to be a paid public holiday in terms of the Public Holidays Act No. 36 of 1994;

"Registration" means Registration by companies or employers falling within the Road Passenger Transport Trade as defined in this agreement of the particulars (name, employee number and identity number) of all eligible employees with SARPBA as required by the Department of Labour..

"Retrenchment Fund" shall mean a fund established in terms of the Pension Funds Act no 24 of 1956;

"Short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness in trade, inability to operate normal services, a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings;

"Spread-over" means the period in any day from the time an Employee commences work until he ceases work for that day;

"Subsidised Contract" means a contract between an Employer and government in terms of which the Employer receives a subsidy in return for rendering prescribed services and is liable for the payment of penalties for non-performance.

"Supervisory Staff" means those individuals' exercising supervisory control and who are responsible for the activities and/or work performance of Employees falling within the ambit of such control. Individuals occupying a position such as assistant manager or higher in the administration function, charge hand or higher in the engineering function, chief inspector or higher in the traffic function, chief operator or higher in the traffic control function or assistant chief ticket office clerk or higher in the revenue receiving function fall within the definition of this category of staff;

"Terminally Ill Employee" means a permanent employee who has been diagnosed by a company appointed and/or approved certified specialist physician as suffering from a terminal disease;

"Week" in relation to an Employee, means the period of seven days within which the working week of the Employee ordinarily falls.

"Weekly wage" means an Employee's hourly rate multiplied by the ordinary hours worked in a week.

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3. ACROSS THE BOARD INCREASE

An across-the-board increase on the hourly rate of all Employees, for the term of the Agreement, will apply as follows:

- 3.1. The base rate of pay for the purpose of this clause will be the hourly rate payable to Employees immediately preceding the commencement date of this Agreement.
- 3.2. An across-the-board increase of 6% on the base rate of pay will become due from the 1 April 2020 for parties and for non parties from the date determined by the Minister until replaced by a subsequent agreement.

4. MINIMUM BASIC WAGE

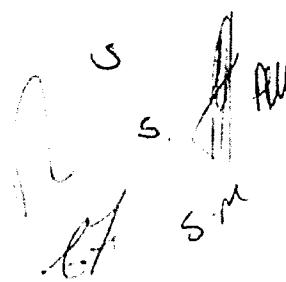
- 4.1. The minimum hourly wage for Employees will not be less than R38.88 per hour from 1 April 2020 for parties and for non parties from the date as determined by the Minister until replaced by a subsequent agreement.

5. JOB TITLES, GRADES, MINIMUM HOURLY RATES

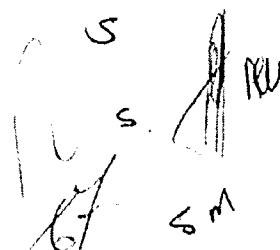
- 5.1. The provisions of this Agreement shall apply to the job titles set out in Annexure A, which specifies:
 - 5.1.1. The definition applicable to each job title.
 - 5.1.2. The various occupations within the trade which are encompassed within the job title.
 - 5.1.3. The perommones grade range applicable to such job title.
 - 5.1.4. The minimum hourly rate applicable to such job title.
- 5.2. Where an Employer's entry level hourly rate in respect of new Employees is greater than the minimum hourly rate specified in Annexure A, the Employer shall be entitled to maintain such entry level hourly rate without increase.

6. ORDINARY HOURS OF WORK AND OVERTIME

- 6.1. **Ordinary hours of work** – Ordinary hours of work shall not exceed 45 hours in any week.
- 6.2. **Averaging of hours** – Notwithstanding the provisions of this Agreement, an Employer may conclude a collective agreement which permits the Employer to average the ordinary hours of work and overtime of Employees over a period of up to 4 months, provided:
 - 6.2.1. That the Employer may not require or permit an Employee who is bound by the collective agreement to work more than:
 - a) An average of 45 ordinary hours of work in a week over the agreed period.



- b) An average of 5 hours overtime in a week over the agreed period.
- 6.2.2. That the collective agreement lapses after 12 months.
- 6.2.3. That the proviso referred to in sub-paragraph 6.2.2 above only applies to the first two collective agreements concluded in terms of this clause.
- 6.3. **Meal interval** – An Employer shall not require or permit an Employee to work continuously for more than five hours, without a meal interval, of not less than 30 minutes, during which interval, such Employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime.
- 6.4. **Rest intervals** – An Employer shall grant to his Employee, other than a member of the operating staff, a rest interval of not less than 10 minutes as nearly practicable in the middle of each first work period and second work period of the day, and during such interval 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 of the Employee.
- 6.5. **Weekly day off** – An Employer shall grant to every Employee at least one full day off during every seven consecutive days.
- 6.6. **Spread-over** – In the case of a member of the operating staff the ordinary hours of work, including the meal interval where applicable, and all overtime, shall on any day be completed within a spread-over of 14 hours.
- 6.7. **Overtime** - Employees working overtime will be compensated at a rate of 1.5 times their normal hourly rate on an ordinary day and double their normal hourly rate on a working day off.
- 6.8. **Sunday** – Employees working on a Sunday which is not their weekly day off will be compensated at a rate of 1.5 times their normal rate for each hour worked on the Sunday.
- 6.9. **Limitation of overtime:**
- 6.9.1. An Employer shall not require or permit an Employee to work overtime, otherwise than in terms of a collective agreement or an agreement concluded with the Employee.
- 6.9.2. The maximum permitted overtime may not exceed 15 hours per week.
- 6.10. **Set-off** – Where in any one week an Employee absents himself/herself from work during any or all of the ordinary hours of a shift or shifts, without authority, any overtime worked by the Employee shall be paid at the Employee's ordinary rate of pay for a period equivalent to the period of such absence.
- 6.11. **Rest period** – An Employer shall grant the Employee, other than a member of the operating staff, a daily rest period of at least 12 consecutive hours between the Employee ending and recommencing work.
- 6.12. **Short-time** – An Employer shall be entitled to implement short-time upon notice to Employees in which event the provisions of clause 35.4.4 will apply.

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7. SCHEDULING OF WORK

- 7.1. Employers have the right to schedule Employees for all ordinary hours of work in any day and/or week at ordinary rates of pay.
- 7.2. Schedules may make provision for waiting/standby periods, to the extent decided by the Employer, which periods may, amongst other duties, include driving, special hires, attendance at training courses or meetings.
- 7.3. Employers may amend schedules provided that 7 days' notice is given prior to the implementation of such new schedules.

8. TRAINING

Where training is provided outside of the Employee's normal working hours, Employees required to attend such training will not be remunerated for the first 24 hours of such training in any given calendar year.

9. SUBSISTENCE & TRAVEL ALLOWANCE

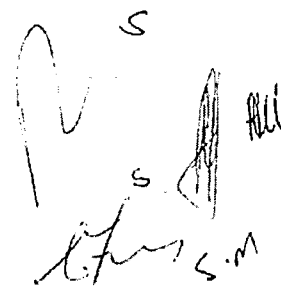
- 9.1. An Employee, who is away from his Employer's establishment on special hire/charter duties or on instructions from his Employer and is, as a consequence thereof and at the instruction of the Employer, required to sleep out, will be paid an allowance of R660.41 for each night that the employee is required to sleep out to cover the costs of meals and accommodation.
- 9.2. An Employee, who is away from his Employer's establishment, for more than 7 hours 20 minutes, on special hire/charter duties or on the instruction of the Employer but is not required/instructed by the Employer to sleep out, will be paid a meal allowance of R9.71 per hour for each completed hour of such special hire/charter or absence.
- 9.3. The above allowances will not be paid where, in terms of the Employer procedures, the Employer or a third party provides accommodation and/or food, pays for such expenses directly or where accommodation and/or food are made available at no cost to the Employee.

10. NIGHT-SHIFT ALLOWANCE

10.2 A night-shift allowance of R9.71 per hour will be payable to employees for the work performed between 20:00 and 03:00

11. TOOL ALLOWANCE

An allowance of R47.10 will be paid to Employees who, as a requirement of the Employer, are in possession of the applicable tool kit complying with the Employer's specifications.

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12. CROSS BORDER EXPENSES AND ALLOWANCES

When an employee is required by the employer to cross the South African National border into a foreign country, the employer will:

- 12.1 Reimburse the employee for the required expenses of obtaining a passport, visa, medical certificate and medication.
- 12.2 Pay the employee who is away from the Employer's establishment on special hire/charter duties or on the instruction of the employer and is as a consequence thereof and at the instruction of the employer required to sleep out outside of South Africa, an allowance of R751.05.
- 12.3 Pay an employee, who is away from his Employer's establishment, for more than 7 hours and 20 minutes on special hire/charter duties or on the instruction of the employer but is not required/instructed by the employer to sleep out outside the border of South Africa, a meal allowance of R11.39 for each completed hour of such special hire/charter or absence.
- 12.4 The above allowance will not be paid where in terms of the Employer's procedures, the employer or a third party provides accommodation or food or pays for the food directly and where food and accommodation are available at no cost to the employee.
- 12.5 Where this clause applies, then clause 9 does not apply.

13. DUAL DRIVER ALLOWANCE

Employers engaged in scheduled intercity services, where two Coach Driver are required on the vehicle as a result of the distance to be travelled, shall pay an allowance of R400-00 per month to each Coach Driver who had engaged in such services for the pay period concerned."

14. CELL PHONE ALLOWANCE

Where employees are required by the employer to use his personal cell phone the full actual expense will be reimbursed

15. PART TIME ADULT BASIC EDUCATION AND TRAINING INSTRUCTORS

All Employees who, on a part time basis, perform the work of Adult Basic Education and Training (ABET) instructors will receive an allowance R12.00 for each hour of ABET instruction.

15. PROFESSIONAL DRIVING PERMIT/LICENSE

- 15.1 Employees who are required by the Employer to have a Professional Driving Permit will receive a 100% refund in respect of the cost of the successful renewal of the Professional Driving Permit and the cost of the card that is replaced at the same time as the Professional Driving Permit renewal. Where a medical examination is required for the renewal of the Professional Driver Permit, such medical examination shall, for those individuals employed after 31 March 2004, be performed by a medical doctor of the Employer's choice
- 15.2 Individuals employed before 1 April 2004 may use a medical doctor of the Employee's choice for the medical examination referred to above, in which event the Employee will be responsible for the cost thereof.

- 15.3 Should an Employee contest the medical finding of the company appointed doctor, such Employee will have the right to undergo, at the Employee's cost, a further medical examination by a doctor of the Employee's choice.
- 15.4 Should the medical opinion of the doctor appointed by the Employee differ from that of the doctor appointed by the company, the Employee shall be entitled to seek a third medical examination. If the Employee does not exercise such right within 14 days, the medical finding of the company appointed doctor will stand. For the purpose of conducting the third medical examination, the parties will establish an agreed panel of doctors. In the event that such third medical examination is sought, the medical opinion obtained from a panel doctor for this purpose will be final and binding.
- 15.5 Should the panel doctor's opinion confirm the company appointed doctor's opinion, the cost of the third medical examination will be for the account of the Employee.
- Should the panel doctor's opinion confirm the Employee appointed doctor's opinion, the cost of the third medical examination will be for the account of the Employer.
- 15.6 All Employees who are required by their Employer to be in possession of a valid driver's license of the appropriate code and/or professional driving permit (PrDP) are required to obtain from the relevant authorities documented proof of the validity of such licenses and/or PrDP, if requested to do by the Employer and to present such documents to the Employer.

16. LEGAL ASSISTANCE

- 16.1 When an Employee, acting in the course and scope of his employment, is involved in a motor vehicle accident in a company vehicle, and is subsequently charged with commission of a criminal offence arising out of the accident, the Employer will provide legal assistance by granting an interest free loan up to a maximum of R 10 000.00.
- 16.2 The Employer will appoint a lawyer in such cases. Such loans will be repaid in instalments by the Employee immediately. If eventually found not guilty, the Employer will refund the amount already deducted from the Employee's pay.
- 16.3 The provision of legal assistance is extended to a security guard with a company-issued firearm who is charged with commission of a criminal offence arising from the use of the firearm whilst on duty.

17. ANNUAL LEAVE

- 17.1 Annual leave cycle means the period of 12 months employed with the same Employer, immediately following:
- 17.1.1 an Employee's commencement of employment; or
- 17.1.2 the completion of that Employee's prior leave cycle.
- 17.2 An Employer must grant an Employee at least 21 consecutive days of annual leave, on full remuneration, in respect of each annual leave cycle. This means:
- 17.2.1 15 working days for Employees working a 5 day week.

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17.2.2 18 working days for Employees working a 6 day week.

17.3 An Employer may reduce an Employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the Employee at the Employee's request in that leave cycle.

18 SICK LEAVE

18.1 Sick leave cycle means the period of 36 months' employment with the same Employer immediately following:

18.1.1 an Employee's commencement of employment; or

18.1.2 the completion of the Employee's prior sick leave cycle.

18.2 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.

18.3 Despite sub-clause 17.2, during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 26 days worked.

18.4 During an Employee's first sick leave cycle, an Employer may reduce the Employee's entitlement to sick leave in terms of sub-clause 17.2 by the number of days' sick leave taken in terms of sub-clause 17.3.

18.5 An Employer must pay an Employee for a day's sick leave:

18.5.1 the basic wage the Employee would ordinarily have received for the ordinary hours of work on that day; and

18.5.2 on the Employee's usual payday.

18.6 An agreement may reduce the pay to which an Employee is entitled in respect of any day's absence in terms of this clause if:

18.6.1 the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and

18.6.2 the Employee's entitlement to pay:

a) for any day's sick leave is at least 75 percent of the basic wage payable to the Employee for the ordinary hours the Employee would have worked on that day; and

b) for sick leave over the sick leave cycle is at least equivalent to the Employee's entitlement in terms of sub-clause 17.2.

19 INFORMING EMPLOYER OF ABSENCE AND PROOF OF INCAPACITY

19.1 Where an Employee is unable to attend work as a result of ill health, the Employee shall be obliged to inform the Employer of this fact within 24 hours of taking ill.

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19.2 The Employee shall submit a sick certificate, signed by a medical practitioner who is registered with a professional council established by an Act of Parliament to his Employer, stating the nature of the illness and the duration of Employee's absence.

19.3 This sick certificate shall be submitted within 48 hours of the Employee going absent due to illness.

20 LEAVE FOR TERMINALLY ILL EMPLOYEES

A terminally ill Employee who requires treatment designed to counter the effects of the defined condition will be provided with terminally ill leave subject to the following conditions:

20.1 The leave will be made available solely for the purpose of hospitalisation or treatment that will require more than 2 days of absence as prescribed by a company appointed and/or approved certified specialist physician.

20.2 The Employee will be allowed a maximum of 18 working days leave in any one year at normal basic rates of pay.

20.3 The Employee must, prior to any leave being granted in terms of this clause, first have exhausted all his/her sick leave.

20.4 An Employee will be required to provide the Employer with prior notice of every treatment session as well as written proof, from the institution providing the prescribed treatment, of having undergone such treatment.

20.5 Where companies provide sick leave in excess of the combined benefits that would accrue from clause 17 of this agreement and this clause, Employees working for such companies will not be entitled to the terminally ill benefit as provided for herein.

20.6 Leave provided in terms of this clause is not cumulative.

20.7 It is agreed that no further demands will be made until the negotiations of the agreement for 2018/2019 in relation to the number of days leave to be provided in terms of this clause when negotiating substantive conditions of employment.

21 MATERNITY LEAVE

Female Employees will be entitled to 16 weeks paid maternity leave at a rate of 37% of the Employee's basic wage, commencing 1 month prior to the expected date of confinement. Such Employee is also, at the time of her confinement and at her option, entitled to a further period of 10 weeks unpaid leave.

22 FAMILY RESPONSIBILITY LEAVE

Employees will be entitled to a maximum of 8 days paid family responsibility leave per annum, for which documentary proof may be required by an Employer. Family responsibility leave may be applied for in respect of the following:

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- 22.1 A maximum of 5 days compassionate leave may be granted in respect of the death of a spouse, life partner, parent, parent in law, grandparents, grandchildren, direct or adopted child or direct sibling.
- 22.2 A maximum of 3 days leave may be granted to an employee whose child is born or sick; or to a spouse for the care of a mother who is ill relating to the confinement within a period of a year.

23 STUDY LEAVE

Employees shall be entitled to paid study leave as follows:

- 23.1 2 days prior to and 1 day on the day of the examination per approved course, subject to a maximum of 15 days per annum for approved courses.
- 23.2 Approved course (as referred to in Annexure "D") for purposes of this clause, means a course approved in line with the existing company policy or a course included in the SARPAC list of "Accredited Courses"
- 23.3 Study leave benefits are only applicable to examinations in courses undertaken at registered institutions of higher learning within South Africa.
- 23.4 Eligibility for the above benefit shall be subject to: -
- 23.4.1 Applications for Study Leave in terms of clause 23, setting out the details of the course(s) of study and the educational institution must be received by the Employer not later than January in the year which the course(s) of study are to be undertaken.
- 23.4.2 Applications will be considered by the Employer in accordance with the Employer's operational requirements (the ability of the employer to efficiently and effectively operate its business)
- 23.4.3 Employees whose applications are approved must, at least one month prior to embarking on any study leave in terms of clause 23, provide the employer with documentary proof of the employee's eligibility to write the exam.
- 23.5 Should a dispute arise out of the application of clause 23, the matter must be dealt with in terms of the companies' grievance procedure.

24 RETIREMENT FUND

- 24.1 Membership of Retirement Fund is compulsory in respect of all Employees.
- 24.2 The Employer's contribution to such fund shall not be less than 10% of the Employee's basic wage.
- 24.3 The Employees contribution to such fund shall not be less than 7.5% of the Employee's basic wage

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25 BONUS

- 25.1 Employees who are in the service of their Employer on the first day of December in any calendar year, shall be paid a bonus equivalent to one month's basic wages, provided that such bonus will be calculated pro rata to an Employee's service where the Employee is engaged for a period of less than 12 months immediately preceding the first day of December.
- 25.2 Employees who leave the service of the Employer prior to the 1st of December in any one year, will be paid a pro rate portion of the bonus referred to above provided that the termination of their service is as a result of any one of the following:
- 25.2.1 the Employee being declared medically unfit to continue employment; or
 - 25.2.2 the Employee attaining normal retirement age; or
 - 25.2.3 the employment relationship being terminated for operational reasons; or
 - 25.2.4 the death of the Employee.
- 25.3 Any Employer seeking exemption from the provisions of this clause as a consequence of financial reasons shall be obliged to follow the exemption procedure detailed in Annexure C.

26 CONTRACT PENALTIES

Where an Employee is found to be directly responsible for a penalty being imposed on the Employer because of the non-compliance with the terms and conditions of a subsidised contract, the Employee will be required to reimburse the Employer to the extent of the penalty incurred, up to a maximum of R200.00 per incident. Such reimbursement shall be deducted from the basic wage of the Employee.

27 RETRENCHMENT/SEVERANCE PACKAGE

- 27.1 Where an Employee is eligible for severance pay following dismissal for operational requirements, this shall be calculated on a basis of two weeks' severance pay for each completed year of service. (this issue is not to be raised again as a demand by organized labour unless future legislative changes necessitate alignment)
- 27.2 Provided that the provisions of this Agreement shall not supersede the provisions of any other common law agreement which may be binding upon employers and/or employees in relation to the payment of a severance pay following upon dismissal for operational requirements.

28 FARE INCREASES

Employees will not obstruct, act against or undermine fare increases in any manner. Only Employees who, as part of their normal duties, are required to promote fare increases will be required by the Employer to do so. Employees will not be disciplined for refusing to promote fare increases where this is not part of their normal duties.

29 TRADE UNION NATIONAL RETIREMENT FUNDS

It is agreed that labour's demand that Employees be allowed to move to national union retirement funds, be referred in its entirety to company level. Plant level meetings with labour representatives and other relevant parties and stakeholders will be held for this purpose.

30 STATUS QUO

All substantive terms and conditions of employment and benefits that were applicable at an employer as at the effective date of this agreement and are not regulated by the agreement, shall remain in force and effect. Further any existing substantive terms and condition of employment and benefits that were applicable as at the effective date of this agreement at a level higher/better than regulated in the agreement, such higher/better terms and conditions of employment and benefits shall continue to apply.

Therefore, no employer shall reduce such substantive conditions of employment and benefits to the level of what is contained in the Main Agreement.

31 PROHIBITION OF EMPLOYMENT

An Employer shall not:

31.1 employ any person under the age of 15 years.

31.2 require or permit any female Employee to work during the period commencing 1 month prior to the expected date of her confinement and ending 2 months after the date of her confinement, unless a medical practitioner who is registered with a professional council established by an Act of Parliament certifies that the Employee is fit to resume work earlier.

32 NOTICE OF TERMINATION OF CONTRACT

Other than where individual contracts of employment provide for a longer notice period, the Employer or the Employee, other than a casual Employee, who desires to terminate the contract of employment, shall give:

32.1 during the first four weeks of employment, not less than one workday's notice of termination of contract;

32.2 after the first four weeks of employment, not less than one week's notice of termination of contract.

33 CERTIFICATE OF SERVICE

On termination of employment an Employee is entitled to a certificate of service stating:

33.1 the Employee's full name;

33.2 the name and address of the Employer;

33.3 a description of the Bargaining Council by which the Employer's business is covered;

33.4 the date of the commencement and the date of termination of employment

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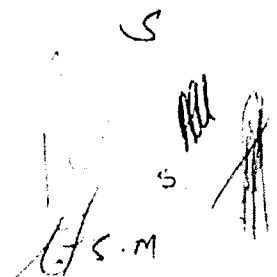
- 33.5 the title of the job or a brief description of the work for which the Employee was employed at the date of termination;
- 33.6 the Employee's remuneration at date of termination; and
- 33.7 if the Employee so requests, the reason for termination of employment.

34 KEEPING OF RECORDS

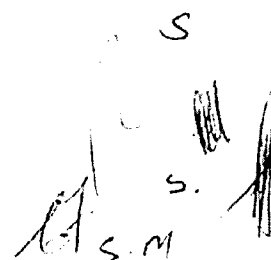
- 34.1 Every Employer must keep a record containing at least the following information:
 - 34.1.1 the Employee's name and occupation;
 - 34.1.2 the time worked by each Employee;
 - 34.1.3 the remuneration paid to each Employee;
 - 34.1.4 the date of birth of any Employee under 18 years of age; and
 - 34.1.5 any other prescribed information.
- 34.2 A record in terms of sub-clause 34.1 must be kept by the Employer for a period of three years from the date of the last entry in the record.
- 34.3 No person may make a false entry in a record maintained in terms of sub clause 34.1 above.
- 34.4 An Employer who keeps a record in terms of this clause is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

35 PAYMENT OF REMUNERATION

- 35.1 Any amount due to an Employee shall, in accordance with company policy, be paid weekly, fortnightly or monthly in cash, by cheque or by direct deposit into an account designated by the Employee.
- 35.2 Any remuneration paid in cash or by cheque must be given to each Employee:
 - 35.2.1 at the workplace or at a place agreed to by the Employee;
 - 35.2.2 on the designated pay day; and
 - 35.2.3 in a sealed envelope.
- 35.3 An Employer must give an Employee the following information in writing on each day that an Employee is paid:
 - 35.3.1 the Employer's name;
 - 35.3.2 the Employee's name and occupation;
 - 35.3.3 the period for which the payment is made;

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- 35.3.4 the Employee's gross remuneration;
 - 35.3.5 the amount and description of any deduction made from the remuneration;
 - 35.3.6 details of overtime and other earnings; and
 - 35.3.7 the actual Nett pay.
- 35.4 Save as provided for in terms of this Agreement, no Employer shall levy any fines against the Employee nor may he make any deductions from the Employee's remuneration other than:
- 35.4.1 with the written consent of the Employee;
 - 35.4.2 whenever an Employee is absent from work, other than at the direction of his Employer, a deduction proportionate to the period of his absence and calculated on the basis of the basic wage of the Employee in respect of his ordinary hours of work at the time of such absence, subject to any set-off which may be applicable in terms of clause 6.8 above;
 - 35.4.3 a deduction of any amount which an Employer by law or order of any competent court or by collective agreement is required or permitted to make;
 - 35.4.4 whenever the ordinary hours of work are reduced because of short-time as defined, a deduction not exceeding the amount of the Employee's hourly basic wage in respect of each hour of such reduction. Provided that:
 - a) such deduction shall not exceed one third of the Employee's weekly/monthly wage, as the case may be, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - b) no deduction shall be made in the case of short-time arising out of slackness of trade or inability to operate normal services unless the Employer has given his Employee notice on the previous workday of his intention to reduce the ordinary hours of work;
 - c) no deduction shall be made in the case of short-time owing to a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the Employer has given his Employee notice on the previous day that no work will be available;
 - 35.4.5 with written consent of an Employee, a deduction of any amount which an Employer has paid or has undertaken to pay to:
 - a) a registered financial institution, local authority or the State in respect of a payment on a loan granted to such Employee to acquire a dwelling;
 - b) any organisation or entity in respect of the rent of a dwelling occupied by such Employee;

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35.4.6 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to the Employee by the Employer. Provided that any such deduction shall not exceed one third of the total remuneration due to the Employee on the pay-day concerned and provided further that no such deduction shall be made in respect of any period during which the Employee's basic wage is reduced in terms of paragraph 35.4.4.

35.4.7 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to the Employee by a third party whom the Employer has approved for the purposes of advancing loans.

36 DESIGNATED AGENTS

36.1 One or more persons shall be appointed by the Council as agent(s) to assist in enforcing the terms of this Agreement.

36.2 The Council may, in terms of Section 33 of the Act, request the Minister of Employment and Labour to appoint any person as a designated agent of the Council.

36.3 A designated agent shall have the powers conferred on a commissioner by Section 142 of the Act, except the powers conferred by Section 142(1) (c) and (d).

37 APPLICATIONS FOR EXEMPTION AND APPEALS AGAINST DECISIONS OF THE EXEMPTION PANEL

The procedures to be adopted in applying for exemption, and appealing against a decision of the exemption panel, are set out in Annexure C to this Agreement.

38 DISPUTE PROCEDURE

Dispute procedures are detailed in Annexure B to this Agreement.

39 LEVIES

39.1 Employees for whom minimum basic wages are prescribed an amount of R6.12 per week or R26.50 per month of an Employee's normal basic wage shall be deducted by an Employer from the basic wage of every Employee.

39.2 Other employees in the bargaining unit for which minimum basic wages are not prescribed, but who qualify for the across the board increases as per clause 3.2, an amount of R6.12 per week or R26.50 per month of an Employee's normal basic wage shall be deducted from the basic wage of every Employee, in his or its employ who works one or more days a week.

39.3 To the amounts deducted in terms of clause 39.1 and 39.2, the Employer shall add a like amount and pay the total by no later than the 7th of each month over to the council together with the schedules at Ground Floor, Stonefountain House, 95 Klipfontein Road, Rondebosch, 7700, or into the councils bank account: SARPAC, First National Bank, Account no. 62289781752, Branch Bode 202409.

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40. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion and rulings not inconsistent with the provisions thereof for the guidance of Employers and Employees.

41. APPLICATION OF AGREEMENT

No Employer which is bound by the terms of any Collective Agreement concluded by Sarpbac shall be compelled by industrial action, litigation or otherwise to negotiate on matters contained in such Collective Agreement at any other level during the currency of such agreement.

42. REGISTRATION

All Employers operating in the Road Passenger Trade who employs eligible employees in terms of this Agreement are compelled to register with the South African Road Passenger Bargaining Council

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ANNEXURE A**JOB TITLES, GRADES, MINIMUM HOURLY RATES**

Job Title	Purpose Statement	Occupations Included	Range of Grades	Minimum Rate Per Hour with the coming into operation of the Agreement until as amended by a subsequent agreement
Artisan	Qualified artisan who holds the relevant trade papers. Artisan could include Diesel Mechanic, Auto Electrician, Body Builder, Painter, Welder and Spray Painter. Typical work would include the service, repair, maintenance, upgrade of vehicles/components, inspections. Conducts road tests, recovers breakdowns, and identifies / diagnoses faults/defects. Artisans may supervise and assist in training unqualified staff.	Artisan, Artisan Auto Electrician, Artisan Body Builder, Auto Electrician, Body Builder, Mechanic, Diesel Mechanic, Painter, Spray Painter, Trimmer, Welder.	P13-P10	R 78.07
Bus Driver	Drives a bus to transport passengers on scheduled services over established routes. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure the safe arrival of passengers. Ensures passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. This category is restricted to commercial contracts which are not subsidized by government.	Bus Driver	P15-P14	R 45.77
Cabin Attendant	Provides assistance to passengers on a Luxury Coach. Tasks include serving of refreshments and ensuring passengers experience a comfortable journey.	Cabin Attendant	P14	R 68.89
Canteen Attendant	Maintains the cleanliness of the canteen and assists in the preparation and serving of food and beverages. Keeps the canteen clean and tidy.	Canteen Assistant Meals, Canteen Assistant Tea, Canteen Attendant	P18-P17	R 38.88
Cashier	Receives cash from drivers and/or ticket sellers and banks all cash received.	Cashier, Cashier - Ex DC.	P14-P12	R 52.79

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Cleaner	Cleans and maintains office / yard / workshop / buses / vehicle parts / bellows, utilising the appropriate cleaning agents and cleaning tools.	Bellow Cleaner, Bus Cleaner, Bus Washer, Office Cleaner, Steam Cleaner, Steam Jenny Cleaner, Workshop Cleaner, Yard Cleaner.	P19-P18	R 38.88
Clerk	Performs administrative / clerical / stores / technical duties. Tasks may include filing, recording of data, copying, typing, handling petty cash, ordering of stationery/groceries, reporting, receiving and issuing of stock/parts or stock-taking. Additional duties may include attending to client queries/complaints, supervising and/or coordinating the workload of subordinates and/or operating on a senior administrative level.	Clerk, Assistant Contract Clerk, Receiving and Recon Clerk, Tyre Clerk, Taco Clerk, Operations Clerk, Planning Clerk, Terminal Clerk, Private Hire Clerk, Reservations Clerk, Scheduling Clerk, Technical Clerk, Waybill Clerk, Contract Clerk, Revenue Office Assistant, Special Hire Clerk, Stores Clerk, Engineering Clerk, Senior Clerk, Senior Store Clerk, Systems Clerk, Data Capturer.	P15 - P11	R 48.22
Cook	Prepares and serves meals to staff members. Compiles a weekly menu and assists in canteen administration. Supervises Canteen Attendants.	Chef	P15	R 55.09
Despatcher	Books and despatches drivers on allocated routes to ensure buses depart on schedule and executes administrative-related functions. Duties may include signing on/off shifts for Bus Drivers, reporting of any incidents and analysing the AM and PM operation.	Depot Despatcher, Despatcher, Sub Depot Despatcher.	P13 - P12	R 59.68

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Driver / Conductor	Drives a bus or luxury coach to transport passengers on the scheduled services over established routes. May issue tickets and collect fares. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure safe arrival of passengers. Ensures that passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. Includes all BRT operations.	Driver / Conductor, Duty Bus Driver, Luxury Coach Driver, Coach Driver, OMO.	P14-P12	R 59.68
Driver Instructor	Provides training to drivers and conducts evaluations on drivers.	Driver Instructor, Driver Training Instructor.	P12 - P11	R 68.89
ETM Technician	Services, repairs and maintains Electronic Ticket Machines.	ETM Repairer, ETM Technician, Wayfarer Mechanic, Setright Mechanic, Senior Setright Mechanic.	P14 - P10	R 50.52
Forklift Driver	Operates a forklift to move equipment within the premises.	Forklift Driver	P18	R 50.52
Fuel Attendant	Refuels buses /company vehicles.	Fuel Attendant, Diesel/Fuel Attendant.	P17-P16	R 38.88
Gardener	Maintains gardens, lawns, shrubs and trees. Loads and unloads goods and materials. May provide assistance in the washing of company cars and cleaning of windows.	Gardener, Garden Labourer, General Worker.	P18	R 38.88
Handyman	Performs general building maintenance and repair work for plumbing, electrical, building and paving activities.	Handyman, Handyman Building Maintenance, Handyman Electrical	P16-P11	R 52.79
Help Desk Administrator	Handles passenger complaints, issues refund-vouchers to passengers, issues trip vouchers, assists passengers with dead tags, records customer complaints, visits head office and provides feedback	Help Desk Administrator	P14	R 66.81

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Hospitality Representative	Meets and greets clients at airports and ensures that the correct vehicles are boarded.	Hospitality Representative	P13	R 48.05
Inspector	Executes and carries out inspection duties to investigate irregularities and ensure compliance to company policy - performs physical vehicle checks, evaluates driver compliance, monitors scheduled trips and audits the issuing of tickets and the collection of revenue.	Inspector	P13 - P11	R 59.87
Maintenance Assistant	Assists a qualified Artisan and has sufficient relevant experience to perform the work required.	Semi-skilled Body Builder, Semi-skilled Electrician, Semi-skilled Mechanic, Semi-skilled Shift Mechanic; Junior Body Builder, Junior Electrician, Junior Glazier, Junior Mechanic, Junior Body Builder, Junior Spray Painter, Operative B.	P14-P13	R 55.09
Maintenance Technician	Unqualified Artisan who is able to perform all technical duties not performed by an Artisan (auto electrician/body builder/diesel mechanic), but does not have the qualification (i.e. trade certificate).	B Artisan (Auto Electrician, Body Builder, Diesel Mechanic), Workshop Operative, Honorary Artisan, Auto Elec Operative, Body Shop Operative, Operative A.	P13-P12	R 59.87
Messenger	Delivers and collects mail / documents and runs errands as required by the operation. May be required to drive a motorcycle or vehicle and hold the applicable license.	Messenger	P18-P15	R 38.88

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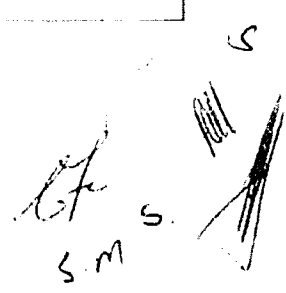
Mobile Driver	Drives a light motor vehicle to transport personnel to and from the required location. Holds a code 08 (EB) license.	Mobile Driver	P18-P15	R 39.00
Porter	Loads and off loads luggage at major centres in an intercity environment.	Porter	P19	R 38.88
Receptionist	Performs front desk duties, operates the switchboard to attend to incoming calls, receives visitors to the organisation and responds to general enquiries. Performs clerical duties when required e.g. photocopying, handling mail, handling faxes.	Receptionist, Receptionist/Switchboard Operator, Switchboard Operator.	P14	R 50.52
Regulator	Records arrival and departure times of buses at terminal points to ensure buses keep to routes and schedules. Liaises with passengers on the service provided.	Regulator, Point Controller.	P14-P12	R 43.63
Route Controller	Ensures that specific routes are covered for passengers to arrive on time at destinations.	Route Controller	P12 - P11	R 110.14
Security Guard	Patrols and guards company assets and personnel and provides secure access control to the property.	Security Guard, Gatekeeper.	P17 - P16	R 41.35
Senior Cashier	Supervises Cashiers in the receipt and banking of cash received. Tasks include reconciling cash to ticket sales, liaising with customers, controlling safes, ensuring the smooth running of equipment at depots and conducting periodic depot spot checks.	Senior Cashier, Chief Cashier, Senior Cashier T/Seller	P13-P12	R 59.87
Senior Inspector	Supervisors a team of inspectors, works according to a pre-determined schedule and performs adhoc investigations. Liaises with passengers and driver conductors. Carries out a census.	Senior Inspector	P12-P11	R 68.89
Senior Regulator	Supervises operational duties of Regulators, maintains an effective passenger information system and monitors passengers at platforms.	Senior Regulator, Senior Point Controller.	P12-P13	R 59.87

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Shunter Driver	Moves buses on company premises and between sections for maintenance activities. Road test buses as and when required by Artisans and workshop supervisors. Parks buses in stipulated areas. Drives buses through bus wash machines. Drives vehicles onto and off pits. Requires the applicable license.	Shunter Driver. Shunter Driver-Maintenance.	P16-P15	R 41.35
Stores Driver	Performs driving duties for stores e.g. collection of parts and other store items. Requires the applicable license.	Stores Driver	P15	R 38.88
Storeman	Establishes and maintains minimum and maximum stock levels, controls and checks the delivery of stock, issuing of parts and spares, keeps stock cards up to date, receives and books out spares, performs stock take, conducts spot checks on stocks, etc.	Storeman, Storeman Buyer, Storeman / Counterhand.	P15 - P12	R 50.52
Stores Assistant	Assists the Storeman with the issuing and receiving of parts in the store, physically moves stock (packing, unpacking) and drives a forklift to load and unload spares from delivery vehicles. Requires the applicable licence.	Stores Assistant	P16-P14	R 48.42
Tea Person	Make tea and coffee and wash dishes	Tea Person	P18	R 38.88
Technical Driver	Performs driving duties for the Technical Department inclusive of shunting vehicles from the wash bay to check pits and to the workshop, fuelling of vehicles, taking vehicles for COF and towing busses in for repairs. Requires the applicable licence.	Technical Driver	P15	R 38.88
Terrain Controller	Supervises the dispensing of diesel, oil and water. Supervises, shunting, parking and despatching of buses. Supervises the cleaning and washing of the exterior and interior of buses. Supervises the cleaning of the yard, offices, buildings, equipment and premises.	Terrain Controller, Yard Supervisor.	P13 - P12	R 77.25



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Ticket Admin Clerk	Performs cashier and ticket selling duties, inclusive of selling trips and tags to passengers and the maintenance of stock. Handles cash, cashes up drivers' modules, drivers' tickets and standby waybills, pays in at a Cashier, cashes up daily sales. Is responsible for the banking of money, assisting customers with complaints, checking that ETM's are working and reporting defaults, requesting stock, stationery and float, and rotating between depots.	Ticket Admin Clerk, Ticket Office Clerk, Admin Clerks (Tickets).	P14-P13	R 52.79
Ticket Seller	Sells tickets to passengers from a mobile vehicle or at a point identified by the company. May require the applicable license.	Ticket Seller, Pre Seller, Season Ticket Seller.	P14-P12	R 52.79
Transport Officer	Signs Bus Drivers/ Driver Conductors On & Off. Reports any incidents that have a negative effect on the smooth running of the operation in the occurrence book. Analyses the AM and PM Operation.	Transport Officer	P11	R 59.87
Typist	Types documents and performs clerical duties for a department, e.g. Operations.	Typist, Typist Clerk.	P15-P13	R 52.79
Tyre Attendant	Removes and replaces tyres on vehicles. Checks tyres for defects, damage and pressures. Removes and inspects rims for damage and replaces rims.	Tyre Attendant, Tyre Operator.	P17-P14	R 38.88
Tyre Controller	Supervises tyre attendants and ensures optimal work output.	Tyre Supervisor	P13	R 77.25
Workshop Assistant	Assists a qualified artisan in the trade (Body Builder, Auto Electrician, Vehicle Checker, Greaser, Diesel Mechanic and Spray Painter) through supplying the correct tools, cleaning of components, and assisting with the service, repair, maintenance and upgrade of vehicles/components. Performs general housekeeping in keeping the work area safe and clean. Not an apprentice. Reports into an Artisan.	Trade Worker P15 & P16. Trade Assistant: Auto Electrician, Trade Assistant Diesel Mechanic, Handyman Assistant, Mechanical Shop Assistant, Assistant Electrician, Assistant Glazier, Workshop	P19-P15	R 38.88

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Assistant, Workshop Operator Assistant, Builder Assistant, Assistant Mechanic, Assistant Spray Painter, Auto Electrical Assistant, Grade C and D Operatives, Electrical Shop Assistant, Body Shop Assistant, Artisan Assistant, Greaser, General Worker, Labourer, Tyre Shop Assistant, Upholstery Assistant, Vehicle Checker.
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ANNEXURE "B"**DISPUTE RESOLUTION****1. DISPUTE**

A dispute is any disagreement relating to matters of interest or right between: -

- 1.1 two or more Parties to this Constitution or
- 1.2 an individual Employer(s) and any Eligible Employee(s) or
- 1.3 SARPBAC by way of its Agents or any other person so appointed by SARPBAC and an Employer and/or Employee and/or Employers' Organisation(s) and/or Trade Union(s) for failure to comply with the provisions of this Constitution and/or one or more of the SARPBAC's Agreements or:

In connection with the interpretation and/or application of SARPBAC's Constitution and/or Collective Agreements, organizational rights, disputes about unfair dismissals or unfair labour practices and all other disputes required, in law, to be resolved by SARPBAC.

2. DISPUTE RESOLUTION AGENCY

SARPBAC may appoint a dispute resolution agency or agencies to assist with the management of the dispute resolution function of SARPBAC and reference in this appendix to SARPBAC shall, where such agency or agencies have been appointed, be read as reference to such appointed agency or agencies.

3. DISPUTE RESOLUTION PANELS

- 3.1 SARPBAC shall establish and maintain regional panels of Commissioners, who are accredited conciliators and/or arbitrators, to carry out the conciliation and/or arbitration functions of SARPBAC.
- 3.2 The panels shall have a sufficient number of properly qualified Commissioners to handle disputes without undue delay and in an effective and efficient manner.
- 3.3 The appointed dispute agency or agencies shall provide names of possible Commissioners from which SARPBAC will select the various regional panels.
- 3.4 SARPBAC may, at any stage and after a thorough investigation as to the reasons submitted for the removal of a Commissioner by any Party, decide to remove an individual from a panel.

4. REFERRAL OF DISPUTES

- 4.1. Parties to SARPBAC, as also Parties who fall within the registered scope SARPBAC, may refer a dispute to SARPBAC should the dispute not be resolved at plant level and a Party to the dispute wish to take the matter further.
- 4.2. Disputes shall only be referred to SARPBAC after Parties to the dispute have complied with and exhausted all plant level dispute resolution procedures and failed to resolve the dispute.
- 4.3. A Party may refer a dispute to SARPBAC if:-
 - 4.3.1 there is no plant level Collective Agreement or if the plant level Collective

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Agreement does not provide dispute procedures

- 4.3.2 the procedure provided for in the plant level Agreement is inoperative
- 4.3.3 a Party to the dispute has frustrated the resolution of the dispute in terms of the plant level procedures
- 4.4. A Party wishing to refer a dispute to SARPAC for conciliation, Conciliation/Arbitration and/or arbitration must do so in writing, by completing SARPAC's referral form setting out the details of the dispute and lodging the referral form, duly signed, together with all other required documentation with SARPAC within the allowed time frame.
- 4.5. The referring Party must, when lodging a dispute with SARPAC, attach documented proof that a copy of the referral form has been served on all other Parties to the dispute.
- 4.6. SARPAC shall, on receipt of a referral and having satisfied itself as to the compliance of the referral with agreed procedures and time frames, appoint a Commissioner from the panel to conciliate, conciliate/arbitrate or arbitrate the dispute, as the case may be, and arrange the venue, date and time for the matter to be heard.
- 4.7. Disputes, including dismissal disputes, must be lodged with SARPAC within thirty (30) days of the date on which the Act giving rise to the dispute occurred or, if at a later date, within thirty (30) days of all the plant level, internal dispute resolution procedures have been complied with and exhausted.
- 4.8. Unfair labour practice disputes must be lodged with SARPAC within ninety (90) days of the date that the alleged unfair labour practice occurred.
- 4.9. SARPAC shall refuse to accept a late referral unless, and until, an application for Condonation has been lodged with SARPAC in terms of Clause 6 of this appendix.

5. TIME PERIODS

For the purpose of calculating any period of time in terms of these dispute resolution procedures:-

- 5.1 a day means any day of the week including Saturdays, Sundays and Public Holidays but excludes the period from the 16th December of any year to the 7th January of the following year, both days inclusive.
- 5.2 the first day is excluded and the last day is included, subject to Clause 5.1 above.

6. CONDONATION FOR LATE REFERRAL

- 6.1 Late referral applies to any document, including a referral or an application document, lodged with SARPAC outside of the time period prescribed in the Act or this appendix.
- 6.2 A Party lodging a late referral and/or document must apply for Condonation at the same time as lodging such late referral and/or document.
- 6.3 An application for Condonation must set out the grounds for seeking Condonation and must include details of the following:-
 - 6.3.1 the degree of lateness
 - 6.3.2 the reasons for the lateness and degree of fault
 - 6.3.3 the referring Party's prospects of succeeding with the dispute and obtaining the relief sought against the other Party or Parties
 - 6.3.4 any prejudice to the other Parties and
 - 6.3.5 all other relevant factors.

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- 6.4. SARPAC shall not accept any late referral without a Condonation application being attached to such late referral together with documented proof that all other Parties to the dispute have been notified about the late referral and application for Condonation.
- 6.5. Once a Condonation application has been submitted the responding Party or Parties must, should they wish to oppose such application, lodge written objections thereto within fifteen (15) days of receipt of the notice of such Condonation application.
- 6.6. A Commissioner will be appointed and will consider the late application and any objections lodged against the said application within fifteen (15) days after the date allowed, in terms of Clause 6.5 above, for submission of objections to such late referral and Condonation application.

7. SERVING OF DOCUMENTS ON PARTIES

The Party referring a dispute to SARPAC must serve copies of such referral on each and every other Party to the dispute by:-

- 7.1. handing a copy of the referral documents to the person(s) that is Party to the dispute or
- 7.2. handing a copy of the referral document to the person(s) authorised in writing to accept service on behalf of each of the Parties to the dispute or
- 7.3. faxing a copy of the referral document to all other Parties to the dispute or
- 7.4. sending a copy of the referral document by registered post to each of the other Parties to the dispute or
- 7.5. sending a copy of the referral document by courier to each of the other Parties to the dispute or
- 7.6. sending a copy of the referral document by e-mail to each of the other Parties to the dispute.

8. LODGING DOCUMENTS WITH SARPAC

- 8.1 The Party declaring the dispute must lodge the required dispute referral document and all supporting documentation with SARPAC by:-

handing the documents to an Official of SARPAC or

faxing the documents to SARPAC or

sending the documents by registered post to SARPAC or

sending the documents by Courier to SARPAC or

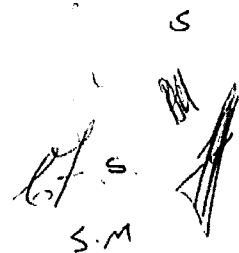
sending a copy of the documents by e-mail to SARPAC.

- 8.2 Documents will only be considered lodged with SARPAC on the date on which SARPAC actually receives such referral documents.
- 8.3 It is the sole responsibility of the referring Party to ensure the timely delivery of the documents to SARPAC and to verify receipt of the documents by SARPAC.

9. REPRESENTATION AT DISPUTE PROCEEDINGS

- 9.1. A Party to a dispute must appear in person at the dispute proceedings before SARPAC but may, in addition, be represented by:-

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- 9.1.1. a Legal Practitioner or labour law consultant subject to agreement between the Parties or
- 9.1.2. a member, Official or office bearer of a registered Trade Union, that the Party was a member of at the time the dispute arose or
- 9.1.3. an Official or office bearer of a registered employer's association that the Party was a member of at the time the dispute arose or
- 9.1.4. a director, employee, trustee or partner of the Employer Party or
- 9.1.5. if proceedings are brought, or opposed, by more than one Party by another party to the dispute.
- 9.2. Despite clause 9.1.1 above, if the dispute is about the fairness of a dismissal and a Party has alleged that the reason for the dismissal relates to the employee's conduct or incapacity, the Parties are not entitled to be represented by a Legal Practitioner in the proceedings unless:-
 - 9.2.1. the Commissioner and the other Parties consent to such an arrangement;
 - 9.2.2. the Commissioner concludes that it is unreasonable to expect the Party to deal with the dispute without legal representation, after considering the nature of the questions of law raised by the dispute, complexity of the dispute, public interest and/or the comparative ability of the opposing Parties or their representatives to deal with the dispute.

10. JOINING OF PARTIES TO PROCEEDINGS

- 10.1. SARPAC or a Commissioner may join any number of persons as Parties in proceedings, if the right to relief depends on substantially the same question of law or fact.
- 10.2. A Commissioner may make an order joining any person as a Party in the proceedings if the Party to be joined has a substantial interest in the subject matter of the proceedings.
- 10.3. A Commissioner may make an order in terms of Clause 10(2) above
 - 10.3.1 on the Commissioner's own accord or
 - 10.3.2 on application by a Party or
 - 10.3.3 if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a Party.
- 10.4. An application to join any person as a Party to proceedings must be accompanied by copies of all documents previously delivered unless the person concerned or that person's representative is already in possession of the documents.
- 10.5. Subject to any order made in terms of Clause 10.2 above, a joiner in terms of this clause does not affect any steps already taken in the proceedings.

11. CORRECTING THE CITATION OF A PARTY

If a Party to any dispute proceedings has been incorrectly or defectively cited, SARPAC may, on application by the Parties and on notice to the Parties concerned, correct the error or defect.

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12. CONSOLIDATION OF DISPUTES

- 12.1. SARPBAC or Commissioner, of their own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with at the same dispute proceedings.
- 12.2. Disputes will be consolidated if they are of a similar nature and/or originating from the same incident.

13. DISCLOSURE OF DOCUMENTS

Any Party may request a Commissioner at a dispute hearing to make an order requiring any other Party to the dispute to disclose all relevant documents.

14. FAILURE TO ATTEND PROCEEDINGS

- 14.1. The Parties to a dispute must attend the conciliation, Conciliation/Arbitration or arbitration in person, irrespective of whether or not they are represented by third parties.
- 14.2. If a Party to a dispute fails to attend the dispute proceedings before SARPBAC, and that party.
 - 14.2.1. has referred the dispute to SARPBAC, a Commissioner may dismiss the matter by issuing a written ruling or
 - 14.2.2. has not referred the matter to SARPBAC, the Commissioner may:-
 - 14.2.2.1. continue with the proceedings in the absence of that Party or
 - 14.2.2.2. adjourn the proceedings to a later date not more than sixty (60) days from such adjourned proceedings
- 14.3. A Commissioner must be satisfied that all Parties have been properly notified of the date, time and venue of the proceedings, before making any decision in terms of Clause 14(2).
- 14.4. If a Party or Parties fail to appear at the time scheduled for commencement of the arbitration hearing the Commissioner will postpone the proceedings for thirty (30) minutes. If a Party or Parties, after expiry of thirty (30) minutes, still fail to appear, the Commissioner will make a decision in terms of Clause 14(2).
- 14.5. If a matter is dismissed, SARPBAC must send a copy of the ruling to the parties.
- 14.6. The Commissioner may award costs in accordance with the provisions of Section 138(10) of the LRA, and shall be obliged to award costs against the Party whose non-attendance results in the matter being postponed, in the absence of such party providing compelling reasons for non-attendance

15. UNREPRESENTED APPLICANTS WITHOUT CONTACT DETAILS

- 15.1. An unrepresented applicant who intends to refer a dispute to SARPBAC and who does not have a postal address or fax number or email must hand deliver the referral form to SARPBAC.
- 15.2. If a referral form as contemplated in clause 15.1 above is received SARPBAC must provide the applicant with a case number and written instructions to contact SARPBAC by telephone or in person, within seven days of the date of referral, in order for SARPBAC to notify the applicant of the details of the hearing.
- 15.3. The administrator who notifies the applicant of the hearing in terms of clause 15(2) above must record on the case file and on the case management system that the applicant has been notified of the details of the hearing.

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- 15.4 The record made in terms of clause 15.3 above will constitute proof that the applicant was notified of the hearing.

16. RECORDINGS OF DISPUTE PROCEEDINGS

- 16.1 The Commissioner must keep a record of:-
 16.1.1 evidence given in an arbitration hearing
 16.1.2 sworn testimony given in any proceedings before the Commissioner; and
 16.1.3 any arbitration award or ruling made by the Commissioner.
- 16.2 The record may be kept by legible hand-written notes or by means of an electronic recording
- 16.3 A Party may request a copy of the transcript of a record or a portion of a record kept in terms of Clause 16(1) above, on payment of the costs of the transcription
- 16.4 After the person who makes the transcript of the record has certified that it is correct, the record must be returned to SARPAC
- 16.5 The transcript of a record certified as correct in terms of Clause 16(3) above is presumed to be correct, unless the Labour Court decides otherwise.

17. ISSUING OF A SUBPOENA

- 17.1 Any Party, who requires SARPAC or a Commissioner to subpoena a person in terms of section 142(1) of the Act, must file a completed subpoena form, requesting a subpoena together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary
- 17.2 An application in terms of Clause 17(1) above must be lodged with SARPAC at least ten (10) days before the arbitration hearing, or as directed by the Commissioner hearing the arbitration
- 17.3 SARPAC or a Commissioner may refuse to issue a subpoena if:-
 17.3.1. the Party does not establish why the evidence of the person is necessary or
 17.3.2. the Party subpoenaed does not have a reasonable period in which to comply with the subpoena
 17.3.3. SARPAC or a Commissioner is not satisfied that the Party has made arrangements to pay the reasonable travel costs of the person subpoenaed
- 17.4. A subpoena must be served on the witness that is subpoenaed:-
 17.4.1 by the person who has requested the subpoena or by the Sheriff at least seven (7) days before the scheduled date of the arbitration and
 17.4.2 if so directed by SARPAC, accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Gazette in terms of section 142(7) of the Act and the witnesses' reasonable travel costs
 17.4.3. Clauses 17.3.3 and 17.4.2 above do not apply if SARPAC in terms of section 142(7)(c) of the Act has waived the requirement for the Party to pay witness fees.

18. CONCILIATION OF DISPUTES OF INTEREST

This section applies to Disputes of Interest referred to SARPAC. SARPAC's jurisdiction in Disputes of Interest is limited to conciliation. In regard to conciliation of such disputes the following shall apply:

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- 18.1 Notice by SARPBAC of a conciliation meeting
- 18.1.1 After receiving a referral in terms of Clause 4, SARPBAC must give the Parties at least twenty-one (21) days' notice in writing of a conciliation hearing, unless the Parties agree to a shorter period of notice.
- 18.1.2 SARPBAC will give notice by fax, registered post or email, depending on the information provided by the Parties.
- 18.2 Failure to attend conciliation by a Party
- 18.2.1 The Parties to a dispute must attend the conciliation.
- 18.2.2 If a Party to a dispute fails to attend conciliation, the Commissioner may deal with it in terms of Clause 14.
- 18.3 If conciliation fails to resolve a Dispute of Interest that has been referred to SARPBAC in terms of Clause 4 of this appendix and a certificate has been issued by the Commissioner stating that the dispute has not been resolved then:-
- 18.3.1 after of a cooling-off period of thirty (30) days from the date of such certificate, or any extension of this period agreed to between the parties to the dispute.
- 18.3.2 every employee, involved in the dispute who has the right to strike in terms of Section 64 of the Act, may embark on such strike action subject to at least forty-eight (48) hours' written notice of the commencement of such strike action being given to the Employer that is party to the dispute or, where more than one Employer is party to the same dispute, to SARPBAC and to the Employers' Organisation to which such Employers are members.
- 18.3.3 every Employer, involved in the dispute who has the right to lock-out in terms of Section 64 of the Act, may commence with such lock-out action subject to at least forty-eight (48) hours' written notice of the commencement of such lock-out action being given to the Trade Union (s) that is party to the dispute or, if there is no such Trade Union, to the Employees concerned unless the issue in dispute relates to a Collective Agreement to be concluded in SARPBAC in which case notice must also be given to SARPBAC.
- 18.3.4 if the issue in dispute concerns a refusal to bargain, as contemplated in Section 64(2) of the Act, an advisory award must have been made in terms of Section 135(3)(c) of the Act before the notice as provided for in Clauses 18.3.2 and/or 18.3.3 above may be given

19. CONCILIATION/ARBITRATION OF DISPUTES OF RIGHT

All unresolved Disputes of Right, including disputes about the fairness of a dismissal or a dispute about an unfair labour practice, may be referred to SARPBAC. In regard to such referrals, the following shall apply:

- 19.1 All unresolved Disputes of Right that are referred to SARPBAC in terms of Clause 4 of this appendix will be scheduled for Conciliation/Arbitration subject to Clause 19.2 below
- 19.2 Where a Party objects to the Conciliation/Arbitration process, the matter will proceed directly to arbitration on the day that it is scheduled for the Conciliation/Arbitration proceedings
- 19.3 SARPBAC must give the Parties at least twenty-one (21) days' notice in writing that a matter has been scheduled for Conciliation/Arbitration, unless the Parties agree to a shorter period of notice.

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- 19.4 The provisions of the Act and the provisions set out in this appendix that are applicable to conciliation and arbitration respectively apply, with the changes required by the context, to Conciliation/Arbitration Proceedings.
- 19.5 If the arbitration does not commence on the dates specified in terms of the notice in Clause 19(3) above, SARPAC must, subject to clause 14 above, reschedule the matter.

20. PRE-ARBITRATION CONFERENCE

- 20.1 The Parties to an arbitration shall hold a pre-arbitration conference dealing with the relevant matters prior to the Conciliation/Arbitration or arbitration proceedings taking place.
- 20.2 The Parties should endeavour to hold a pre-arbitration conference at least seven (7) days before the scheduled date for the commencement of the conciliation/arbitration or arbitration proceedings.

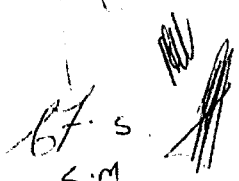
21. POSTPONEMENT OF PROCEEDINGS

- 21.1 Any Party may apply for a postponement of conciliation, Conciliation/Arbitration or arbitration proceedings by serving an application for postponement on the other Parties to the dispute and lodging a copy with SARPAC at least seven (7) days before the scheduled date of such proceedings.
- 21.2 SARPAC must postpone proceedings without the Parties appearing if
- 21.2.1 all the Parties to the dispute agree in writing to the postponement and the written agreement for the postponement is received by SARPAC at least seven (7) day's prior to the scheduled date of the such proceedings; or
- 21.2.2 there are compelling reasons to postpone.
- 21.3 Upon postponement of any proceedings, the Commissioner must reschedule such proceedings to a later date not more than sixty (60) days from such postponement.
- 21.4 Any Party who seeks or causes a postponement in circumstances other than those provided for in clauses 21.1 or 21.2 above shall bear the costs of the postponement regardless of the cause.

22. ARBITRATION OF DISPUTES

- 22.1 SARPAC must give the Parties at least twenty-one (21) days notice in writing of an arbitration hearing, unless the Parties agree to a shorter period of notice.
- 22.2 The Commissioner shall conduct the arbitration proceedings as stipulated in Section 138 of the Act.
- 22.3 In arbitrating disputes referred to SARPAC, a Commissioner will have the powers provided for in Section 142 of the Act read with the charges required by the context.
- 22.4 An Commissioner conducting an arbitration may make an appropriate award, including, but not limited to, an award:-
- 22.4.1 ordering any person to pay any amount owing in terms of a Collective Agreement.
- 22.4.2 confirming, varying or setting aside a compliance order issued by SARPAC.
- 22.4.3 any award as contemplated in section 138(9) of the Act.
- 22.5 The Commissioner may make an order for the payment of costs against a Party or Parties if requested to do so and if the Commissioner deems the actions of the Party or

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Parties, against whom such costs award has been requested, to have unduly delayed or frustrated the resolution of the dispute or that such Party or Parties have acted in a frivolous or vexatious manner regarding the dispute.

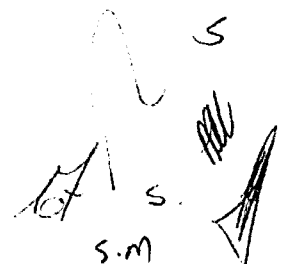
- 22.6 An arbitration award made by a Commissioner is final and binding and may be enforced as if it were an order of the Labour Court, unless it is an advisory arbitration award.
- 22.7 Arbitration awards are subject to Sections 143(2) and 143(4) (as amended), of the Act.
- 22.8 Arbitration awards may be varied or rescinded as contemplated in Section 144 of the Act.
- 22.9 Any Party to a dispute who alleges a defect in any arbitration proceedings may, in terms of Section 145 of the Act, apply to the Labour Court for an order setting aside the arbitration award.
- 22.10 The Commissioner must, within fourteen (14) days of the conclusion of the arbitration proceedings, issue a signed arbitration award with brief reasons for the award.
- 22.11 The Commissioner must provide a copy of the award to SARPAC and each Party to the dispute.

23. COSTS

- 23.1 The *Council* must, subject to paragraph 23.2, pay the fees and costs of the *conciliators* and *arbitrators* in the proceedings. Each party to the *dispute* must pay its own costs with regard to travelling, meals, legal representation (if applicable), witness fees (if applicable) and other related expenses.
- 23.2 Costs may be awarded on application of a party, or of the panellist's own accord after hearing the parties. Costs may be awarded on the following grounds:
 - (a) If the panellist is satisfied that the referral was made or defended vexatiously or without reasonable cause; or
 - (b) Any time during the proceedings, where a party has caused unreasonable delays; or
 - (c) If the panellist is satisfied that a party, or a person who represented that party in the proceedings acted in a manner seriously compromising the proceedings; or
 - (d) If a proceeding is adjourned or dismissed because a party to the dispute failed to attend or to be represented at the proceedings; or
 - (e) Enforcement cost as directed through Arbitration process.
 - (f) Any other grounds specified in the SARPAC Rules for the Conduct of Proceedings
- 23.3 Costs awarded may include—
 - (a) the costs of the hearing, including the panellist's' and interpreters fee;
 - (b) legal and professional costs of the parties;
 - (c) other expenses which a party has incurred in the conduct of the *dispute*; and
 - (d) expenses of witnesses.
- 23.4 If a party to a *dispute* withdraws a referral less than 5 working days before the scheduled date of the conciliation or arbitration, that party must bear the cost of the *conciliator* or *arbitrator*, unless the withdrawal is the result of a settlement agreement.

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The parties to this Constitution, and those bound in law to this Constitution, undertake not to strike, lockout or engage in any other form of industrial action that is in conflict with the dispute resolution procedures set out in this annexure and will, should such action take place, do everything within their power to normalize the situation and ensure continuation of services throughout the processing of the dispute.

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EXEMPTION PROCEDURE

1. Employers to whom the terms of a Collective Agreement are applicable may apply to SARPBAC for exemption from any term(s) of the Collective Agreement, provided that exemption applications shall comply with the following requirements:
 - 1.1. The application for exemption must be forwarded, in writing, to the General Secretary within thirty (30) days of:
 - (a) the conclusion of the Collective Agreement in respect of those Employers bound by the Collective Agreement in accordance with the provisions of Section 23(1)(c) of the LRA; or
 - (b) the date specified in accordance with the provisions of Section 32(2) of the LRA in respect of all other Employers ;
as the case may be.
 - 1.2. The application must specify the clause(s) from which exemption is being sought.
 - 1.3. The application must clearly indicate the nature and extent of the relief being sought.
 - 1.4. The application must be fully motivated.
 - 1.5. The application must be accompanied by relevant supporting documentation and financial information.
 - 1.6. Applications that affect employees' conditions of service shall not be considered unless the employer submits proof that it has notified the affected employees and/or their representative Trade Union(s) of the fact that an application for exemption is being made and informing such employees and/or their representative Trade Union(s) that they are entitled to make written submissions, within fourteen (14) days of receipt of the notification, to the exemption panel through the General Secretary.
 - 1.7. The application shall, if the nature of the relief sought dictates, be accompanied by a plan reflecting the strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.
 - 1.8. Indicate the period for which exemption is required.
2. Implementation of the clause(s) from which exemption is being sought will be suspended by the specific employer pending the outcome of the exemption application.
3. On receipt of an application for exemption, the General Secretary must provide written acknowledgement of the receipt of the exemption application to the applicant employer and inform all the Parties to SARPBAC of such application as well as the nature of the relief being sought.
4. The Parties to the exemption procedure shall be the applicant Employer and the representative Trade Union(s) representing eligible employees within the applicant Employer's organisation to whom the Collective Agreement is applicable, or in the absence of a representative Trade Union, such eligible employees.
5. Any application for exemption will be heard by an independent panel or a panellist appointed for this purpose by SARPBAC
6. The above panel, (which may consist of up to three persons,) or appointed panellist shall be known as the exemption authority.

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7. The exemption authority appointed to consider exemptions shall be independent and have experience deemed by SARPAC to be relevant, which may include, but not be limited to, experience of financial matters, the Road Passenger Transport Industry, labour relations and/or labour law.
8. The application shall be considered by the exemption authority as soon as practically possible but not later than 30 days after receipt of an application for an exemption.
9. The exemption authority shall consider the exemption application together with any submissions received from interested Parties, including third parties.
10. The exemption authority may, if it deems it expedient, request the Parties to the specific exemption application to attend the meeting at which the application is to be considered.
11. The exemption authority shall have the right to call any other party, such as an interested third party that it feels might be able to assist it in arriving at a decision.
12. The exemption authority must consider the exemption application, grant or reject the application and inform all interested Parties of its decision within a time period of no more than thirty (30) days from the date of receipt of the application by the General Secretary.
13. In considering an application, the exemption authority shall take into consideration all relevant factors which may include, but shall not be limited to, the following criteria:
 - 13.1 The applicant's past record (if applicable) of compliance with the provisions of Council's Collective Agreements and/or exemption certificates.
 - 13.2 Any special circumstances that exist or any precedent that might be set.
 - 13.3 The interests of the industry in relation to unfair competition, centralized collective bargaining as well as the economic stability of the industry.
 - 13.4 The interests of employees as regards exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety as well as the infringement of basic rights.
 - 13.5 The interests of the employer as regards its financial stability, the impact on productivity, its future relationship with employees and recognized Trade Union(s), operational requirements and the viability of the employer's business.
14. If the application is granted, the exemption authority shall, within the time period stipulated in Clause 12 above, provide each of the Parties defined in Clause 4 above and the General Secretary, with written advice of its decision, the nature and extent of relief granted and any special conditions that might be applicable to such relief.
15. If the application is refused, the exemption authority shall, within the time period stipulated in Clause 12 above, submit a written report to each of the Parties as defined in Clause 4 above and the General Secretary, setting out its reasons for not granting the application in whole or part.
16. The General Secretary shall within seven (7) days of receipt of the advice referred to in Clause 14 above, or the report mentioned in Clause 15 above, inform all Parties to SARPAC of the outcome of the specific exemption application.
17. SARPAC shall, within fifteen (15) days of receiving the advice referred to in Clause 14 above, issue an exemption certificate, signed by the Chairperson, Vice-Chairperson and General Secretary, containing the following particulars:

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S.

S.M.

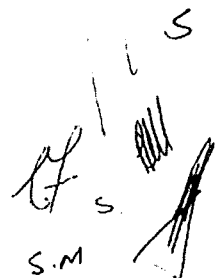
ALL

- (a) The full name of the Employer
 - (b) The trade name of the Employer
 - (c) The provisions of the Collective Agreement from which exemption has been granted
 - (d) The period for which the exemption shall operate
 - (e) The condition(s) of the exemption granted
 - (f) The date of issue of the exemption certificate
18. Conditions, to which reference is made in Clause 17(e) above, may include a condition requiring the employer to provide written reports at stated intervals to the General Secretary on the progress being made with the plan, referred to in Clause 1.7 above.
19. SARPAC shall:
- 19.1 Retain a copy of all exemption certificates issued and number each certificate consecutively.
 - 19.2 Forward a copy of the certificate to the Parties as defined in Clause 4 above.
 - 19.3 Forward a copy of the certificate to each of the Parties to SARPAC.
20. An Employer to whom an exemption certificate has been issued shall at all times have the certificate available for inspection at his establishment.
21. All arrangements to be made by the exemption authority that have cost implications for which SARPAC may be held responsible shall only be made with the prior written approval of SARPAC.
22. Pending the outcome of an exemption application, and any appeal in terms of Clause 23 below, the Employer shall be exempt from implementing the clause(s) which are the subject of the exemption application or appeal until such time as a decision has been made by the exemption authority or the exemption appeal authority, as the case may be.
23. **APPEALS AGAINST DECISIONS OF THE EXEMPTION AUTHORITY**
- 23.1 An appeal shall be in writing and must be lodged with the General Secretary of the Council within a period of not more than fifteen (15) days after receipt by the applicant employer of the decision of the exemption authority against which the appeal is being lodged.
 - 23.2 SARPAC shall establish an independent body as envisaged in terms of Section 32(3)(e) of the Act, to hear and decide, as soon as possible, any appeal brought against a decision to refuse an application for exemption from the provisions of a Collective Agreement or the withdrawal of such an exemption by SARPAC.
 - 23.3 The above independent body, appointed by the council, shall be known as the exemption appeal authority.
 - 23.4 The provisions of Clauses 6 to 21 above, shall apply mutatis mutandis to the composition of the appeal authority, the conduct of the appeal and the issuing of any exemption certificate consequent upon the appeal.
 - 23.5 The decision of the exemption appeal authority shall be final.
 - 23.6 The General Secretary shall provide a copy of the exemption appeal authority's decision to each of the Parties to SARPAC.

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APPROVED STUDY COURSES

1. Graduate, Certificate or Diploma Courses in:
 - a. Human Resources Management
 - b. Labour Relations Management
 - c. Financial Management
 - d. IT Management
 - e. Risk Management
 - f. Occupational Health and Safety Management
 - g. Procurement Management
 - h. Technical Management
 - i. Clerical / Administration
 - j. Public Relations Management
2. Apprentice or Learnership Courses
 - a. Mechanical
 - b. Auto Electrical
 - c. Body Building

Handwritten signature and initials. The signature appears to be 'S.M.' with a large, stylized 'S' above it. There are also some other markings, possibly 'S.M.' and 'S.'.

We the undersigned, as the official representatives of our respective organisations, do hereby, on behalf of the organisations, its members and all Employees, agree to the terms of this agreement and bind our organisations, members and all Employees thereto.

SIGNED BY

ON BEHALF OF

SIGNED AT

DATE

	South African Bus Employers Association	-	JHB	<u>9/7/2020</u>
	Commuter Bus Employers Organisation	-	JHB	<u>9/7/2020</u>
	South African Transport & Allied Workers - Union	-	JHB	<u>9/7/2020</u>
	National Union of Metalworkers of South Africa	-	JHB	<u>9/07/2020</u>
	Transport and Allied Workers Union of South Africa-		JHB	<u>09/07/2020</u>
	Transport & Omnibus Workers Union	<i>Circle Town</i>	JHB	<u>09-07-2020</u>
	Tirisano Transport and Services Workers Union	-	JHB	<u>2020.07.09</u>

PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA**NOTICE 497 OF 2020****STEVEN SWART, MP****NOTICE OF INTENTION TO INTRODUCE A PRIVATE MEMBER'S BILL
AND INVITATION FOR COMMENT ON THE DRAFT, NAMELY THE
ANIMALS PROTECTION AMENDMENT BILL, 2020**

Mr. Steven Swart, MP acting in accordance with section 73(2) of the Constitution of the Republic of South Africa, 1996, intends to introduce the Animals Protection Amendment Bill, 2020, in Parliament. An explanatory summary of the Bill is hereby published in accordance with Rule 276(1)(c) of the Rules of the National Assembly (9th Edition).

Our Courts have recognised that although the Animals Protection Act, 1962, may not be conferring rights on animals, it is designed to promote their welfare and it recognises that animals are sentient beings that are capable of suffering and of experiencing pain. The Constitutional Court specifically concluded that the “rationale behind protecting animal welfare has shifted from merely safeguarding the moral status of humans to placing intrinsic value on animals as individuals”. A culture of caring for and protecting non-human animals has significant benefits for the wellbeing of a society. Indeed, studies have shown that efforts to reduce cruelty to animals are likely to reduce the tolerance that communities have for interpersonal violence.

Driven by regulatory change around the world, research into technologies to replace animal testing in the cosmetics industry means that there are now non-animal methods for the most commonly required safety tests, many of which are internationally recognised. It is now common practice not to test these ingredients on animals. Although there are no known laboratories in South Africa where animal testing for cosmetics is currently taking place, an amendment to this effect will send an important message that the testing of ingredients for cosmetics on animals is unacceptable to South Africans. This was indeed the argument of New Zealand in 2015 when they passed legislation banning the testing of cosmetics on animals. Similar prohibitions have also resulted in economic growth in the European Union and United Kingdom, where local cosmetic businesses and entrepreneurs thrived once the prohibition came into effect and created spin-off jobs in various sectors.

It is necessary for the South African government to step in and not only give effect to the recognition of sentience of animals by our judiciary, but also to improve the level of protection that animals are

afforded in South Africa. South Africa, a country that is on the forefront when it comes to the recognition and protection of human rights, was scored an “E” by World Animal Protection. This international NGO found South Africa lacking in respect of its commitment to improve and allocate resources to animal welfare, as well as in respect of developing laws to provide for sufficient protection of animals.

One of South Africa’s BRICS partners (India), already has legislation in place to ban the testing of cosmetics on animals, and another (Brazil) has legislation in six of its states and a bill in progress. In China, a new Cosmetic Supervision and Administration Regulation (CSAR) is being put in place. South Africa should lead Africa by passing legislation to ban the testing of cosmetics on animals.

The Animals Protection Amendment Bill, 2020 (“draft Bill”) therefore seeks to amend two Acts, namely the Animals Protection Act, 1962, (Act No. 71 of 1962) (“Animals Protection Act”), and the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972) (“Foodstuffs and Cosmetics Act”). The amendment intends to prohibit the sale and manufacturing of cosmetics that were tested on an animal in the Republic and to criminalise the testing of cosmetics on animals.

The draft Bill proposes to insert a definition for “cosmetic” into the Animals Protection Act. It further provides for a new offence to be included in the Animals Protection Act related to the testing of a cosmetic or part of, or ingredient of, a cosmetic on an animal. The Bill provides for an exception in respect of parts or ingredients that were tested on an animal for a purpose that was not related to the inclusion of that part or ingredient in a cosmetic, as parts or ingredients of cosmetics may also be used in medicines and disinfectants.

In a schedule to the Bill, amendments are proposed to the Foodstuffs and Cosmetics Act. The creation of an offence for the selling or manufacturing of a cosmetic that has been tested on an animal in the Republic is proposed. It is also proposed to exclude the special defence created by section 6 of that Act from applying to the offence of selling or manufacturing any cosmetic, which has been tested on an animal in the Republic. A similar exception related to tests on parts or ingredients not intended for use in a cosmetic will also be included in this Act.

Interested parties and institutions are invited to submit written representations on the proposed content of the draft Bill to the Speaker of the National Assembly within 30 days of the publication of this notice. Representations can be delivered to the Speaker, New Assembly Building, Parliament Street, Cape Town; mailed to the Speaker, P O Box 15 Cape Town 8000, or emailed to speaker@parliament.gov.za and copied to sswart@parliament.gov.za and abouwer@parliament.gov.za.

Copies of the Animals Protection Amendment Bill, 2020 may, after introduction, be obtained from:

The African Christian Democratic Party

PO Box 15, Cape Town, 8000

Attention: Mr Steven Swart, MP

Telephone: 0832856290

E-mail: sswart@parliament.gov.za and copy abouwer@parliament.gov.za

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 498 OF 2020

STANDARDS ACT, 2008
STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of the South Africa National standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope and purport	Closing Date
SANS 31010 Ed 2	<i>Risk management - Risk assessment techniques.</i> Provides guidance on the selection and application of techniques for assessing risk in a wide range of situations. The techniques are used to assist in making decisions where there is uncertainty, to provide information about particular risks and as part of a process for managing risk. The document provides summaries of a range of techniques, with references to other documents where the techniques are described in more detail.	2020-10-27
SANS 55002 Ed 2	<i>Asset management - Management systems - Guidelines for the application of ISO 55001.</i> Provides guidance for the application of an asset management system, in accordance with the requirements of ISO 55001 (published in South Africa as an identical adoption under the designation SANS 55001).	2020-11-02
SANS 21505 Ed 1	<i>Project, programme and portfolio management - Guidance on governance.</i> Describes the context in which the governance of projects, programmes and portfolios is conducted and provides guidance for the governance of projects, programmes and portfolios.	2020-11-02
SANS 19104 Ed 1	<i>Geographic information – Terminology.</i> Specifies requirements for the collection, management and publication of terminology in the field of geographic information.	2020-09-21

SCHEDULE A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title	Scope of amendment	Closing Date
SANS 62504 Ed 1.1	<i>General lighting - Light emitting diode (LED) products and related equipment - Terms and definitions</i>	Amended to update terms and definitions, and the annex on overview of LED products and terms under consideration.	2020-11-06

SCHEDULE A.2: WITHDRAWAL OF THE SOUTH AFRICAN NATIONAL STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following published standards are issued for comments with regard to the intention by the South African Bureau of Standards to withdraw them.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

SCHEDULE A.3: WITHDRAWAL OF INFORMATIVE AND NORMATIVE DOCUMENTS

In terms of section 24(5) of the Standards Act, the following documents are being considered for withdrawal.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS**SCHEDULE B.1: NEW STANDARDS**

The following standards have been issued in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 216-1-6:2020 Ed 1	<i>Specification for radio disturbance and immunity measuring apparatus and methods - Part 1-6: Radio disturbance and immunity measuring apparatus - EMC antenna calibration.</i> Provides procedures and supporting information for the calibration of antennas for determining antenna factors (AF) that are applicable to antennas intended for use in radiated disturbance measurements.
SANS 10114-2:2020 Ed 2	<i>Interior lighting Part 2: Emergency lighting.</i> Gives the fundamental principles and specifies the luminous requirements and minimum continuous operating periods for interior emergency lighting systems incorporating the new technology such as LED.
SANS 21840:2020 Ed 1	<i>Systems and software engineering - Guidelines for the utilization of ISO/IEC/IEEE 15288 in the context of system of systems (SoS) Systems and software engineering - System of systems (SoS) considerations in life cycle stages of a system.</i> Provides guidance on the application of processes in ISO/IEC 15288 (published in South Africa as an identical adoption under the designation SANS 15288) to systems of systems (SoS).
SANS 9927-1:2020 Ed 1	<i>Cranes - Inspections - Part 1 General.</i> Specifies the general requirements for inspections to be carried out on cranes as defined in ISO 4306-1.
SANS 16350:2020 Ed 1	<i>Information technology - Systems and software engineering - Application management.</i> Establishes a common framework for application management processes with well-defined terminology that can be referenced by the software industry.
SANS 11930:2020 Ed 1	<i>Cosmetics - Microbiology - Evaluation of the antimicrobial protection of a cosmetic product.</i> Specifies a procedure for the interpretation of data generated by the preservation efficacy test or by the microbiological risk assessment, or both, when evaluating the overall antimicrobial protection of a cosmetic product.
SANS 21150:2020 Ed 1	<i>Cosmetics - Microbiology - Detection of Escherichia Coli.</i> Gives general guidelines for the detection and identification of the specified microorganism Escherichia coli in cosmetic products.
SANS 29621:2020 Ed 1	<i>Cosmetics - Microbiology - Guidelines for the risk assessment and identification of microbiologically low-risk products.</i> Gives guidance to cosmetic manufacturers and regulatory bodies to help define those finished products that, based on a risk assessment, present a low risk of microbial contamination during production and/or intended use, and therefore, do not require the application of microbiological Standards for cosmetics.
SATR 33018:2020 Ed 1	<i>Information technology - Process assessment - Guidance for assessor competency.</i> Provides general and specific guidance for the competency of assessors performing assessments in accordance with the ISO/IEC 330xx family of standards.
SANS 17516:2020 Ed 1	<i>Cosmetics - Microbiology - Microbiological limits.</i> Applies to all cosmetics and assists interested parties in the assessment of the microbiological quality of the products.
SANS 62109-2:2020 Ed 1	<i>Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters.</i> Covers the particular safety requirements relevant to d.c. to a.c. inverter products as well as products that have or perform inverter functions in addition to other functions, where the inverter is intended for use in photovoltaic power systems.

Standard No. and year	Title, scope and purport
SANS 18416:2020 Ed 1	<i>Cosmetics - Microbiology - Detection Candida albicans.</i> Gives general guidelines for the detection and identification of the specified microorganism <i>Candida albicans</i> in cosmetic products.
SANS 54502-1:2020 Ed 1	<i>Cranes - Equipment for the lifting of persons Part 1: Suspended baskets.</i> Applies to baskets suspended on cranes.
SATR 19838:2020 Ed 1	<i>Microbiology - Cosmetics - Guidelines for the application of ISO standards on Cosmetic Microbiology.</i> Gives general guidelines to explain the use of cosmetic microbiological standards depending on the objective (in-market control, product development, etc.) and the product to be tested.
SANS 15288:2020 Ed 3	<i>Systems and software engineering - Systems life cycle processes.</i> Establishes a common framework of process descriptions for describing the life cycle of systems created by humans.
SANS 21148:2020 Ed 2	<i>Cosmetics - Microbiology - General instructions for microbiological examination.</i> Gives general instructions for carrying out microbiological examinations of cosmetic products, in order to ensure their quality and safety, in accordance with an appropriate risk analysis (e.g. low water activity, hydro-alcoholic, extreme pH values).
SANS 80601-2-56:2020 Ed 2	<i>Medical electrical equipment Part 2-56: Particular requirements for basic safety and essential performance of clinical thermometers for body temperature measurement.</i> Applies to the BASIC SAFETY and ESSENTIAL PERFORMANCE of a CLINICAL THERMOMETER in combination with its ACCESSORIES, hereafter referred to as ME EQUIPMENT.

SCHEDULE B.2: AMENDED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 941:2020 Ed 1.2	<i>Energy efficiency of electrical and electronic apparatus. Consolidated edition incorporating amendment No.2.</i> Amended to update the introduction, referenced standards, the clause on requirements, and the annex on energy efficiency labelling of electrical and electronic apparatus.
SANS 10140-4:2020 Ed 1.3	<i>Identification colour marking Part 4: Contents of taps and valves in laboratories. Consolidated edition incorporating amendment No.3.</i> Amended to update the table on identification colours, and to update referenced standards.
SANS 164-4:2020 Ed 1.5	<i>Plug and socket-outlet systems for household and similar purposes for use in South Africa Part 4: Two-pole and earth, 16A 250V a.c. dedicated system.</i> Amended to update requirements, and to add the annexes on gauge for determining the suitability of socket outlet contact design to lateral and torsional stress, and on test plug for the measurement of temperature rise.

SCHEDULE B.3: WITHDRAWN STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

Standard No. and year	Title

SCHEDULE B.4: REINSTATEMENT OF WITHDRAWN STANDARD

In terms of section 4(2) (l) the South African Bureau of Standards has established the following technical committees:

Draft Standard No. and Edition	Title	Scope of amendment	Reason

SCHEDULE B.5: ESTABLISHMENT OF TECHNICAL COMMITTEES

In terms of section 4(2) (l) the South African Bureau of Standards has established the following technical committees:

Technical Committee No.:	Title	Scope

If your organization is interested in participating in these committees, please send an e-mail to Dsscomments@sabs.co.za for more information.

SCHEDULE 5: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE

Copies of the standards mentioned in this notice can be obtained from the Head Office of the South African Bureau of Standards at 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**NOTICE 499 OF 2020****MEMORANDUM OF UNDERSTANDING****Between****Broad-Based Black Economic Empowerment Commission**

a statutory entity established in terms of section 13B of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, as amended, herein represented by
Zodwa Ntuli in her capacity as the Commissioner, and duly authorised to
enter into this agreement

(hereinafter referred as the "B-BBEE Commission")

and**The Companies Tribunal**

A public entity established in terms of section 170 of the Companies Act, 2008 (Act No. 71 of 2008) as amended, within the Department of Trade, Industry & Competition group of Institutions,

herein represented by Dr Mohamed Alli Chictay in his capacity as Chairperson
and duly authorised thereto
(hereinafter referred to as the "CT")

concerning

mutual co-operation and assistance between the B-BBEE Commission and
CT (hereinafter referred to as "the Parties") relating to the fulfilment of
responsibilities and obligations under the Companies Act, 71 of 2008 ("the Act") and
the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended
("B-BBEE Act") and any other legislation applicable to the Parties.

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1. PREAMBLE

WHEREAS the Parties acknowledge the importance of consultation, mutual support and co-operation regarding aspects such as the disclosure of investigations, information, training and in general, mutual co-operation and assistance;

AND WHEREAS the CT was established as an entity of the Department of Trade and Industry and Competition (**the dtic**) to contribute towards making South Africa an attractive investment destination;

AND WHEREAS the CT is independent and has jurisdiction throughout the Republic of South Africa and its functions are, as set out in section 195 of Companies Act, 71 of 2008 ("the Act"):

- a) To adjudicate in relation to any application that may be made to it in terms of the Act and to make any order provided for in the Act in respect of such application;
- b) To assist in the resolution of disputes through conciliation mediation and arbitration; and
- c) To perform any other function assigned to it by or in terms of the Act or any law mentioned in schedule 4 of the Act.

AND WHEREAS the function and objectives of the CT (as expressed in the Act) are to exercise or perform the powers, duties and functions assigned to or conferred upon CT by the Act in respect of matters referred to it in terms of section 195 of the Act;

AND WHEREAS the B-BBEE Commission is an entity within the administration of the Department of Trade and Industry established in terms of section 13B of the B-BBEE Act, entrusted with powers to oversee the implementation of the B-BBEE Act, promote compliance with the B-BBEE Act in the interest of the public, strengthen and foster collaboration between the public and private sector to achieve the objectives of the B-BBEE Act;

AND WHEREAS the B-BBEE Commission has jurisdiction throughout the Republic of South Africa and its functions are, as set out section 13F of the B-BBEE Act as follows:

- (a) To oversee, supervise and promote adherence to the B-BBEE Act in the interest of the public;
- (b) To strengthen and foster collaboration between the public and private sector in order to promote and safeguard the objectives of broad-based black economic empowerment;
- (c) To receive complaints relating to broad-based black economic empowerment in accordance with the B-BBEE Act;
- (d) To investigate, either on its own initiative or in response to complaints received, any matter concerning broad-based black economic empowerment;
- (e) To promote advocacy, access to opportunities and educational programmes and initiatives of broad-based black economic empowerment;
- (f) To maintain a register of major broad-based black economic empowerment transactions, above a threshold determined by the Minister in the Gazette;
- (g) To receive and analyse such reports as may be prescribed concerning broad-based economic empowerment compliance from organs of state, public entities and private sector enterprises;
- (h) To promote good governance and accountability by creating an effective environment for the promotion and implementation of broad-based black economic empowerment;
- (i) To exercise such other powers which are not in conflict with the B-BBEE Act as may be conferred on the B-BBEE Commission in writing by the Minister; and
- (j) Increase knowledge of the nature and dynamics and promote public awareness of matters relating to broad-based black economic empowerment by implementing education and awareness measures, providing guidance to the public and conducting research on matters relating to its mandate and activities.

AND WHEREAS the B-BBEE Commission has identified synergies and need for cooperation to effectively execute its mandate given non-compliance with the B-BBEE Act and the scourge of fronting that the B-BBEE Commission is required to address;

AND WHEREAS the Parties acknowledge the importance of investigating, resolving of disputes relating to, and or adjudication of the fronting practices and the relationship between corruption, derailment of economic transformation, lack of protection to minority rights, lack of access to company information, fraudulent attainment of high level B-BBEE status and flouting of corporate governance, and further acknowledging that each Party

may have specialised skills and specialist knowledge that assist in conducting investigations, resolving of disputes and or adjudication of such;

AND WHEREAS the Parties acknowledge that everything dealt with and agreed to herein is in the context of and subject to all legislation, as amended from time to time, applicable to a Party.

NOW THEREFORE the Parties agree to enter into this Memorandum of Understanding and record the terms of their agreement as follows:

2. DEFINITIONS

In this MOU, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings—

“B-BBEE Act” means the Broad-Based Black Economic Empowerment Act 53 of 2003, as amended by Act 46 of 2013;

“B-BBEE Commission” means Commission established in terms of section 13B of the B-BBEE Act;

“CT” means the CT established in terms of 170 of the Companies Act 71 of 2008;

“MOU” means this Memorandum of Understanding;

“Requested Party” means a Party from whom a request under this MOU is addressed;

“Requesting Party” means a Party making a request under this MOU;

“the Act” means the Companies Act, 71 of 2008;

3. PURPOSE

- 3.1 This MOU sets forth the points of agreement between the B-BBEE Commission and CT regarding cooperation and exchange of certain information relevant for referral of matters for adjudication and or dispute resolution that fall within the area of jurisdiction of the B-BBEE Commission and CT in accordance with the laws of the Republic of South Africa.
- 3.2 Most specifically, this MOU sets out arrangements that both Parties have agreed to implement in order to ensure that the information concerned pursuant and during the implementation of this MOU –
- a) is kept confidential and may not be disclosed to any person except as authorised;
 - b) is collected, processed and stored by each Party in a manner as required by South African law (e.g. the Companies Act, 2008, IP related legislation and POPI Act);
 - c) is used solely for the purpose of improving the Parties' processes concerned as reflected in this MOU.
- 3.3 As this MOU is a partnership agreement between two public entities within the sphere of government, no remuneration, financial contribution or charge is applicable between the Parties for purpose of this MOU with regard to information or training etc, unless so agreed between the Parties in the form of a formal written amendment to this MOU as signed off by the duly authorised signatory of each Party.
- 3.4 The Parties recognise that requests in terms of this MOU will not be denied solely on the grounds of differences in the definitions used by or applicable to the Requesting and Requested Parties.

- 3.5 This MOU embodies the understanding of the Parties with regard to a relationship of consultation, mutual support and co-operation between them, and serves to strengthen and formalise a relationship between the Parties with reference to referral of matters under investigation within the parameters of the B-BBEE Act and legislation and policies regulating the B-BBEE Commission.
- 3.6 The Parties agree to provide mutual assistance, subject to their relevant governing laws and any other applicable legislation.
- 3.7 The Parties acknowledge that this MOU does not modify or supersede any laws and that it does not create legally binding obligations or enforceable rights between them.
- 3.8 Anything performed under this MOU will be subject to applicable legislation. It will furthermore be subject to applicable policies and standard operating procedures of the Parties and/or any other terms and conditions as may be agreed upon between the CT and the B-BBEE Commission.
- 3.9 Neither Party may cede, assign or transfer its rights and obligations in respect of this MOU, or any part thereof, either directly or indirectly, to any third party.
- 3.10 Each Party will provide the fullest possible measure of assistance to the other subject to applicable legislation and policies and any other terms and conditions agreed upon between the CT and the B-BBEE Commission.
- 3.11 Each request for assistance will be assessed on a case-by-case basis by the requested Party to determine whether assistance can or may be provided and subject to applicable processes of CT and B-BBEE Commission.
- 3.12 The provisions of this MOU will not give rise to a right on the part of any other person, directly or indirectly, to obtain, suppress or exclude any evidence or to challenge the execution of any conduct under this MOU.

4. GUIDELINES FOR MUTUAL ASSISTANCE

- 4.1 The Parties may agree to participate in the conduct and review of projects which may be deemed necessary from time to time.
- 4.2 In the event of the Parties identifying and agreeing on a specific form of **Co-operation** that requires funding, the Parties will –
- (a) comply with the process(es) concerned / applicable (if any) to obtain approval for such funding / payment; and
 - (b) thereafter formalise the specifics, rights and obligations of the **Parties** in a separate legally binding contract.
- 4.3 Each Party remains responsible for its own expenses, except as may be agreed in a contract contemplated in clause 4.2 above.
- 4.4 No legally binding obligations shall arise from a contract contemplated in clause 4.2 above, where a Party's applicable policies and procedures relating to the commitment of funding or other resources has not been complied with.

5. PRINCIPLES OF CO-OPERATION

- 5.1 The Parties will endeavour to co-operate with one another on the prevention, detection and investigation of unlawful activities which come to their attention during the execution of their respective legal mandates.
- 5.2 The Parties will facilitate and foster co-operation between them in relation to investigation of matters that fall within their respective legal mandates and disclosure of information as envisaged in clause 5.3 hereunder.
- 5.3 Co-operation contemplated in this MOU shall be subject to *inter alia* CT processes and based upon principles such as:

- (a) Mutual trust, respect and benefit to the Parties;
- (b) Technical information, knowledge and expertise exchanged between the Parties shall not be passed to a third party without the prior written consent of the other (originating) Party;
- (c) Commitment to joint training and exchange of information where applicable to enhance knowledge, skills and an understanding of the functions of the respective Parties as per *inter alia* CT processes; and
- (d) Adherence to the legislative frameworks governing the Parties, while also giving due consideration to political, economic and social considerations where applicable.

6. AREAS OF COLLABORATION

6.1 The areas of collaboration shall include the following:

6.1.1 Referral by the B-BBEE Commission of B-BBEE matters for purposes of alternative dispute resolution and other related disputes falling within the jurisdiction of CT for consideration and appropriate relief or order;

6.1.2 Information sharing on the best practices aimed at facilitating economic transformation; and

6.1.3 any other matters of common interest as may be identified from time to time.

6.2 The parties anticipate that their collaborative activities will include:

6.2.1 A joint approach to regulation, compliance and enforcement regarding violation of the B-BBEE Act;



- 6.2.2 Information Sharing and coordinate seminars, media engagements, workshops, training aimed at building capacity, advocacy, information sharing and enhancing regulatory capabilities in relation to the B-BBEE Act and the Companies Act; and
- 6.2.3 Where necessary, to establish a Working Group(s) responsible for ensuring that agreed areas of collaboration are implemented in such a manner as to achieve the objectives of this MOU and legislation within the jurisdiction of the respective institutions.

7. GUIDELINES FOR THE DISCLOSURE OF INFORMATION

- 7.1 In response to requests for information and assistance subject to any conditions established, a Party will provide the fullest possible measure of mutual assistance, subject to its governing statutes and regulations and overall policy.
- 7.2 Such assistance may include, *inter alia*, the disclosure of information in pursuance of the respective mandates subject to the limitations of the Act, the B-BBEE Act, Protection of Personal Information Act (POPI) and any other legislation applicable to the Parties and as per CT processes.

8. COMMENCEMENT AND TERMINATION

- 8.1 This MOU supersedes and replaces all previous oral or written (if any) agreements or MOUs between the Parties, excluding any access to CT database agreements between CT and B-BBEE Commission.
- 8.2 This MOU will come into effect on the date of the last signing of this MOU and shall endure, subject to its terms and conditions for a period of three (3) years and may be terminated earlier by either Party by giving a thirty (30) days written notice to the other Party.
- 8.3 The termination of this MOU will not prejudice the completion, in accordance with their terms, of any ongoing projects or activities under this MOU unless otherwise agreed to by the Parties at or after termination of this MOU.



9. UNSOLICITED INFORMATION

- 9.1 The information acquired in terms of this MOU is subject to any confidentiality requirements in law and in particular any legislation applicable to the B-BBEE Commission.
- 9.2 If one Party comes into possession of information which would be likely to assist the other Party in administering or enforcing the laws for which it is responsible, the first-mentioned Party may notify the other Party of the existence of that information, subject to 9.1, and 6.1(a) above and 11.1 below.

10. PERMISSIBLE USES AND CONFIDENTIALITY

- 10.1 The Parties and their officials are obliged to treat information under this MOU as confidential, except where compliance with a legal duty or compulsion by law necessitates disclosure. In the event of such disclosure the other Party shall be informed in writing without delay.
- 10.2 Where information may be and is disclosed in terms of this MOU such information will be disclosed by the Requested Party to the Requesting Party as soon as is reasonably possible. In regard to exchanges of confidential information, each Party agrees not to disclose any such information to a third Party except as provided for in applicable legislation and in the event of such disclosure the other Party shall be informed in writing without delay.
- 10.3 Information supplied will be used for the purpose only for which it was requested.

11. ANNEXURES TO THIS MOU

- 11.1 This is a founding memorandum of understanding between the Parties. Further details with regard to matters agreed to in terms of this MOU will be dealt with between the applicable business unit of the B-BBEE Commission and the CT.

11.2 Such other specific additional agreements or procedures and processes as the case may be, will be in writing and agreed to by signature thereof by both Parties and will come into effect on the date of signature of the Party signing last in time.

11.3 Such additional agreements, procedures and processes will form part of this MOU and any such agreement, procedure or process' existence will be conditional upon the existence or continuing existence of this MOU or any amendment or replacement thereof.

12. SETTLEMENT OF DISPUTES

When a dispute arises out of the interpretation, operation and implementation of this MOU, the Parties must in good faith, make every reasonable effort to settle the dispute amicably through direct negotiation with the other Party or negotiations through an intermediary.

13. REVIEW AND AMENDMENT

13.1 The operation and implementation of this MOU shall be subject to periodic review by the Parties but not less than once during the Term.

13.2 Notwithstanding the aforesaid, in the event of material changes in legislation affecting the content of this MOU, the Parties shall review and amend this MOU within a period of thirty (30) days from the date of the relevant changes coming into effect, in order to comply with the legislative amendments and with retrospective effect where necessary.

13.2 Any amendment agreed to by the Parties shall be in writing and signed off by the authorised signatory of each Party. Such an amendment shall form part of this MOU and such amendment will come into effect on such a date as agreed upon by the Parties.

14. GOOD FAITH

14.1 The Parties undertake to implement this MOU based on a foundation of mutual trust and good faith.

15. COMPLIANCE WITH POPI

15.1. The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013, which in essence comprises of both Parties allowing the other Party access to records on the condition that the identifiable person (or his or her guardian or curator) to whom the records relates has furnished prior written consent for the disclosure of the records.

15.2. A Party understands and acknowledges that the restrictions and obligations accepted by the other Party pursuant to this MOU are reasonable and necessary in order to protect the interests of the other Party, its employees and stakeholders and that a Party's failure to comply with this MOU in any respect could cause irreparable harm to the B-BBEE Commission the other Party, its employees and stakeholders for which there may be no adequate legal remedy.

15.3. A Party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the Parties, that each Party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of this MOU, and may prevent the other Party, any of its agents (if any) or subcontractors (if any), or any third party who has received records from that Party from violating this MOU by any legal means available. Each Party further understands that violation of this MOU may subject that Party to applicable legal penalties, including those provided under POPI and termination of any agreements entered into between the B-BBEE Commission and CT.

16. DOMICILIA AND NOTICES

16.1 For all notices, correspondence and court processes the parties hereby choose as their *domicilia citandi et executandi* for all purposes under this MoU to be served under the addresses as set out below.

16.2 All notices to CT shall be served or addressed to:

Maletlatsa Monica Ledingwane

Designation: The Chief Operations Officer

Street Address: The Companies Tribunal

the dti Campus

Block E 3rd Floor

77 Mentjies Street

Sunnyside

Pretoria

0002

Telephone number: (+27) 12 394 5553

Email: MMLedingwane@companiestribunal.org.za

16.3 All notices to B-BBEE Commission shall be served or addressed to:

Ms Zodwa Ntuli

Designation: Commissioner

Street Address: B-BBEE Commission

420 Witch-Hazel Avenue

Eco-Glades 2

Block C

Eco-Park, Centurion, 0144

Telephone: (+27) 12 649 0910

Email: MRamare@bbee.commission.gov.za

16.4 Notice of any change of address stated may be given by either party with 14 (fourteen) days of such change.

16.5 Any notice in terms of this MoU:

16.5.1 in case of hand delivery at a physical address, an acknowledgment of receipt shall be endorsed by the respective party.

16.5.2 may be sent by registered post upon which proof of postage issued by the relevant authority shall be vanished or provided to serve as proof of service.

17. GOVERNING LAW

17.1 This MoU shall be governed by and interpreted or construed in accordance with the laws of oh the Republic of South Africa without regard to its principles regarding conflict of laws. Any and all disputes arising out of it or in connection with this MoU shall be governed by Intergovernmental Relations Framework Act, 2005 (Act 13 of 2005) for a dispute resolution considering the fact that they are both organs of the state.


17.2 The parties shall at all material times use all reasonable effort to resolve any dispute arising from this MoU through good faith negotiations.

17.3 In the event of failure to reach an agreement or settlement, such dispute shall be referred to the Chairperson of CT and the Commissioner of the B-BBEE Commission, and they shall endeavor to settle the matter of such referral.

- 17.4 Should the endeavors also fail in attempting to solve the dispute, then it shall be referred to the Director-General of the Department of Trade and Industry or an official delegated by him for such purpose, to attempt to solve such matter.
- 17.5 In the event that the dispute remains unresolved, then it shall be dealt with in terms of section 41(3) of the Constitution read with chapter 4 of the Intergovernmental Relations Framework Act.

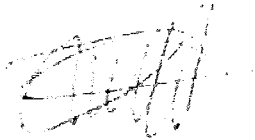
18. GENERAL

- 18.1 This MoU constitutes the cooperative and collaborative framework through which parties will manage the working relationship and acknowledge that they have entered into this Agreement, not relying on any representations, statements, warranties or guarantees not recorded in this MoU;
- 18.2 No amendments of, or additions to variation or cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties hereto;
- 18.3 No party shall be entitled to cede, delegate or transfer any of its rights in terms of this Agreement to any of its authorized representatives, unless written consent has been obtained from the other party.



IN WITNESS WHEREOF the undersigned parties approve the terms and conditions of this MoU.

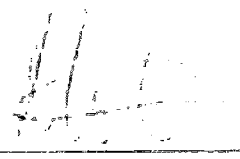
Signed and agreed to at Pretoria on this 2nd day of MAY 2020



For and on behalf of the Broad-Based Black Economic Empowerment Commission



Witness


Date: 21/05/2020

Signed and agreed to at Pretoria on this 18 day of MAY 2020



Dr M.A. Chicktay

For and on behalf of the Companies Tribunal



Mrs M.M. Ledingwane

Witness

Date: 18/05/2020

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 119 OF 2020

CALL FOR THE NOMINATION OF PERSONS TO SERVE AS NON-EXECUTIVE MEMBERS OF THE BOARD OF THE PROPERTY PRACTITIONERS REGULATORY AUTHORITY

Notice is hereby given by the Honourable Minister for Human Settlements, Lindiwe N Sisulu, Member of Parliament, inviting the nomination of non-executive members to serve on the Board of the Property Practitioners Regulatory Authority.

The Property Practitioners Regulatory Authority (PPRA) is a juristic person established in terms of the Property Practitioners Act, 2019 (Act No. 22 of 2019), “the Act”.

The PPRA is mandated to-

- (a) Regulate the conduct of property practitioners in dealing with the consumers;
- (b) Regulate the conduct of property practitioners in so far as marketing, managing, financing, letting, renting, hiring, sale and purchase of property are concerned;
- (c) Regulate and ensure that there is compliance with the provisions of the Act;
- (d) Ensure that the consumers are protected from undesirable and sanctionable practices as set out in section 62 and section 63;
- (e) Regulate any other conduct which falls within the ambit of the Act in as far as property practitioners and consumers in this market are concerned;
- (f) Provide for the education, training and development of property practitioners and candidate property practitioners;
- (g) Educate and inform consumers about their rights as set out in section 69; and
- (h) Implement measures to ensure that the property sector is transformed as set out in Chapter 4.

The Board is the accounting authority of the PPRA and the functions of the Board are to—

- (a) Ensure that the Authority complies with this Act and any other applicable law;

- (b) Ensure that the Authority performs its duties efficiently and effectively;
- (c) Provide corporate governance for the Authority;
- (d) Determine and enforce the broad policy framework within which the Authority must pursue its objects and perform its functions;
- (e) Ensure that the Authority exercises its powers in accordance with the principles of transparency and accountability;
- (f) Manage the marketing, promotion, sale, lease, financing, purchasing, registration, and transfer of property of the Authority;
- (g) Advise the Minister on—
 - (i) The efficacy of this Act;
 - (ii) The state of transformation of the industry;
 - (iii) Prescribing of regulations;
 - (iv) Education and training of property practitioners; and
 - (v) Any other matter on which the Minister requires the advice of the Board;
- (h) Maintain the Fund and hold it in trust; and
- (i) Perform any other power or duty conferred on the Board by this Act or any other applicable law.

In terms of section 7(2) of the Act, the candidates must have a combination of the following skills and competencies:

- (i) Sufficient financial expertise;
- (ii) Relevant legal experience;
- (iii) Sufficient experience as property practitioners;
- (iv) Sufficient experience in rural and land reform; and
- (v) Sufficient experience in the promotion and protection of the consumer interests.

Section 7(4) requires that the candidates must have the competencies collectively required for serving on the Board, including the relevant skills, expertise and experience relating to governing an organ of state, having regard to subsection (2) and the qualifications, skills, expertise and experience of each individual prospective candidate.

The following attributes, when viewed collectively, will serve as an advantage for the nominated candidates:

- Commitment to development and the principles of good corporate governance;
- Visionaries, who are able to formulate and implement strategy, define policies and priorities consistent with the housing delivery responsibility of the government; and
- Theoretical and/or practical knowledge in housing policy development.

DISQUALIFICATION

A person may not be appointed as or remain a member of the Board if that person-

- a) Is not a South African citizen or a permanent resident, and who is not ordinarily resident in the Republic;
- b) Is a member of Parliament, a member of a provincial legislature, a member of Cabinet or Deputy Minister, a Premier or other member of a provincial executive council, a member of the National House of Traditional Leaders or a Provincial House of Traditional Leaders, or a mayor or other member of a municipal council;
- c) Is or whose spouse, life partner, immediate family members, business partner or associate, holds an office in or is employed by or has any other interest whatsoever, whether direct or indirect, in any company or other entity which supplies goods or renders services to the Authority, unless such an interest is declared for purposes of considering that person's nomination;
- d) Is disqualified to act as a director of a company incorporated In terms of the Companies Act, 2008 (Act No.71 of 2008);
- e) Has been found in any civil or criminal proceedings by a court of law, whether in the Republic or elsewhere, to have acted fraudulently, dishonestly, unprofessionally, dishonourably or in breach of a fiduciary duty, or any other offence for which such person has been sentenced to direct imprisonment without

the option of a fine, other than an offence committed prior to 27 April 1994 demonstrably associated with political objectives;

- f) Whose name, or the name of a juristic person of whom the person was a director, member, trustee, partner, shareholder, holder of membership or other beneficial interest has been listed by the National Treasury on its Register for Tender Defaulters established by section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004);
- g) Has been discharged from a position of trust;
- h) Whose membership of a board or other accounting authority of a public entity as defined in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), has been prematurely terminated due to a dishonourable discharge;
- i) Has at any time been found to be in contravention of this Act or the Estate Agency Affairs Act;
- j) Is of unsound mind; or
- k) Is an unrehabilitated insolvent.

NOMINATION PARTICULARS

Nominations should be submitted in writing and must have the following details:

1. Full name and address of the persons or organisation nominating the candidate;
2. A curriculum vitae of the candidate which must include:-
 - Candidate's full names, ID number and gender;
 - Contact address, telephone, fax and email address;
 - Certified copies of all qualifications; **date of certification must not be three (3) months old**; and
 - At least two names and contact details of references.
3. A signed letter of acceptance of the nomination from the candidate;

Strict compliance with the nomination requirements is essential.

Nominations must be posted to Ms Sindisiwe Ngxongo, Chief Operations Officer, Department of Human Settlements, Private Bag X644, Pretoria, 0001 or hand delivered to Govan Mbeki House, 240 Justice Mahomed Street, Sunnyside, Pretoria, closing date: 09 October 2020, for enquiry, please contact Mr Jan Maritz on 012 421 1717.

**N.B Women, youth and persons living with disability, are encouraged to apply.
Correspondence will be limited to the successful nominees.**