



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 669

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No. 44257

PART 1 OF 2

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No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as [@gpw.gov.za](mailto:GPW@gpw.gov.za)

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **GOVERNMENT GAZETTE** **2021**

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

- **24 December 2020**, Thursday for the issue of Thursday **31 December 2020**
- **31 December 2020**, Thursday for the issue of Friday **08 January 2021**
- **08 January**, Friday for the issue of Friday **15 January 2021**
- **15 January**, Friday for the issue of Friday **22 January 2021**
- **22 January**, Friday for the issue of Friday **29 January 2021**
- **29 January**, Friday for the issue of Friday **05 February 2021**
- **05 February**, Friday for the issue of Friday **12 February 2021**
- **12 February**, Friday for the issue of Friday **19 February 2021**
- **19 February**, Friday for the issue of Friday **26 February 2021**
- **26 February**, Friday for the issue of Friday **05 March 2021**
- **05 March**, Friday for the issue of Friday **12 March 2021**
- **12 March**, Friday for the issue of Friday **19 March 2021**
- **18 March**, Thursday for the issue of Friday **26 March 2021**
- **25 March**, Thursday for the issue of Thursday **01 April 2021**
- **31 March**, Wednesday for the issue of Friday **09 April 2021**
- **09 April**, Friday for the issue of Friday **16 April 2021**
- **16 April**, Friday for the issue of Friday **23 April 2021**
- **22 April**, Thursday for the issue of Friday **30 April 2021**
- **30 April**, Friday for the issue of Friday **07 May 2021**
- **07 May**, Friday for the issue of Friday **14 May 2021**
- **14 May**, Friday for the issue of Friday **21 May 2021**
- **21 May**, Friday for the issue of Friday **28 May 2021**
- **28 May**, Friday for the issue of Friday **04 June 2021**
- **04 June**, Friday for the issue of Friday **11 June 2021**
- **10 June**, Thursday for the issue of Friday **18 June 2021**
- **18 June**, Friday for the issue of Friday **25 June 2021**
- **25 June**, Friday for the issue of Friday **02 July 2021**
- **02 July**, Friday for the issue of Friday **09 July 2021**
- **09 July**, Friday for the issue of Friday **16 July 2021**
- **16 July**, Friday for the issue of Friday **23 July 2021**
- **23 July**, Friday for the issue of Friday **30 July 2021**
- **30 July**, Friday for the issue of Friday **06 August 2021**
- **05 August**, Thursday for the issue of Friday **13 August 2021**
- **13 August**, Friday for the issue of Friday **20 August 2021**
- **20 August**, Friday for the issue of Friday **27 August 2021**
- **27 August**, Friday for the issue of Friday **03 September 2021**
- **03 September**, Friday for the issue of Friday **10 September 2021**
- **10 September**, Friday for the issue of Friday **17 September 2021**
- **16 September**, Thursday for the issue of Thursday **23 September 2021**
- **23 September**, Thursday for the issue of Friday **01 October 2021**
- **01 October**, Friday for the issue of Friday **08 October 2021**
- **08 October**, Friday for the issue of Friday **15 October 2021**
- **15 October**, Friday for the issue of Friday **22 October 2021**
- **22 October**, Friday for the issue of Friday **29 October 2021**
- **29 October**, Friday for the issue of Friday **05 November 2021**
- **05 November**, Friday for the issue of Friday **12 November 2021**
- **12 November**, Friday for the issue of Friday **19 November 2021**
- **19 November**, Friday for the issue of Friday **26 November 2021**
- **26 November**, Friday for the issue of Friday **03 December 2021**
- **03 December**, Friday for the issue of Friday **10 December 2021**
- **09 December**, Thursday for the issue of Friday **17 December 2021**
- **17 December**, Friday for the issue of Friday **24 December 2021**
- **23 December**, Thursday for the issue of Friday **31 December 2021**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by “walk-in” customers on electronic media can only be submitted in *Adobe* electronic form format. All “walk-in” customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW**'s annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwnonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:

Government Printing Works
149 Bosman Street
Pretoria

Postal Address:

Private Bag X85
Pretoria
0001

GPW Banking Details:

Bank: ABSA Bosman Street
Account No.: 405 7114 016
Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 107 OF 2021

COMPETITION TRIBUNAL

NOTIFICATION OF DECISION TO APPROVE MERGER

The Competition Tribunal gives notice in terms of rules 34(b)(ii) and 35(5)(b)(ii) of the "Rules for the conduct of proceedings in the Competition Tribunal" as published in Government Gazette No. 22025 of 01 February 2001 that it approved the following mergers:

Case No.	Acquiring Firm	Target Firm	Date of Order	Decision
LM120Sep20	Shiselweni Forestry Company Ltd (TWK)	Peak Timber Ltd and Peak Forest Productions (Pty) Ltd	24/02/2021	Approved Subject to Conditions
LM170Dec20	Mercantile Bank	Grobank Ltd	24/02/2021	Approved
LM175Dec20	K2020791073 (Pty) Ltd	Adcorp Support Services (Pty) Ltd	24/02/2021	Approved
LM179Jan21	Lereko Capital (Pty) Ltd	Andru Mining (Pty) Ltd	24/02/2021	Approved
LM182Jan21	CDC Group PLC	Diversity Urban Property Fund (Pty) Ltd	24/02/2021	Approved
LM183Jan21	IA Bell and Company (Pty) Ltd	Bell Equipment Ltd	24/02/2021	Approved
LM184Jan21	IVY 2 Investments VCC	New Holdco	24/02/2021	Approved
LM191Feb21	SPE Mid-Market Fund	Absolute Pets (Pty) Ltd	24/02/2021	Approved
LM192Feb21	AKER Horizons AS	Mainstream Renewable Power	26/02/2021	Approved
LM196Dec20	Greenstreet 1 (Pty) Ltd	Solar Capital De Aar 3 (Pty) Ltd	26/02/2021	Approved
LM167Dec20	Business Venture Investment No 2182 (Pty) Ltd	Silica Holdings (Pty) Ltd	03/03/2021	Approved

The Chairperson
Competition Tribunal

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 108 OF 2021

COMPETITION TRIBUNAL

NOTIFICATION OF DECISION TO APPROVE MERGER

The Competition Tribunal gives notice in terms of rules 34(b)(ii) and 35(5)(b)(ii) of the "Rules for the conduct of proceedings in the Competition Tribunal" as published in Government Gazette No. 22025 of 01 February 2001 that it approved the following mergers:

Case No.	Acquiring Firm	Target Firm	Date of Order	Decision
LM155Nov20	Greenstreet 1 (Pty) Ltd	Solar Capital DE AAR 3 (RF) (Pty) Ltd	21/01/2021	Approved
LM168Nov20	Engie Global Development BV	Xina CSP South Africa	21/01/2021	Approved
LM164Dec20	Zephyr German Bidco GMBH	Flender GMBH	03/02/2021	Approved
LM161Nov20	Blue Falcon 188 Trading (Pty) Ltd	Pepkor Speciality	08/02/2021	Approved Subject to Conditions
LM156Nov20	Dotsure Ltd	Holland Holdings (Pty) Ltd	12/02/2021	Approved Subject to Conditions
LM163Dec20	Devland Cash and Carry (Pty) Ltd	Certain Stores of Masscash	16/02/2021	Approved Subject to Conditions

The Chairperson
Competition Tribunal

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 109 OF 2021

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 7243 Ed 2	<i>Ergonomics of the thermal environment — Assessment of heat stress using the WBGT (wet bulb globe temperature) index</i> Covers a method which can easily be used in an industrial environment for evaluating the stresses on an individual. Applies to the evaluation of the mean effect of heat on man during a period representative of his activity but does not apply to very short periods, nor to zones of comfort.	2021-04-11
SANS 11890-2 Ed 2	<i>Paints and varnishes – Determination of volatile organic compounds(VOC) and/or semi volatile organic compounds (SVOC) content – Part 2: Gas-chromatographic method.</i> Applies to the determination of VOC and SVOC with an expected VOC and/or SVOC content greater than 0,01 % by mass up to 100 % by mass..	2021-04-11
SANS 10139	<i>Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises.</i> Provides recommendations for the planning, design, installation, commissioning and maintenance of fire detection and fire alarm systems in and around buildings, other than dwellings.	2021-03-25
SANS 10228 Ed 7	<i>The identification and classification of dangerous goods for transport by road and rail modes.</i> Covers the identification of dangerous goods that are capable of posing a significant risk to health and safety or to property and the environment.	2021-04-11
SANS 62477-1 Ed 1	<i>Safety requirements for power electronic converter systems and equipment – Part 1: General.</i> Applies to Power Electronic Converter Systems (PECS) and equipment, their components for electronic power conversion and electronic power switching, including the means for their control, protection, monitoring and measurement, such as with the main purpose of converting electric power, with rated system voltages not exceeding 1 000 V a.c. or 1 500 V d.c.	2021-04-11

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 780 Ed 5.1	<i>Distribution transformers</i>	Amended to update referenced standards, requirements for load loss and temperature rise, tap changers, construction requirements, tank cover, cable connection boxes, protection against corrosion, insulating materials and method of cooling.	2021-04-12
SANS 1212 Ed 2.5	<i>The National Flag</i>	Amended to update referenced standards, to update general requirements, to delete the annex on notes to purchasers, to move the references to legislation to the foreword, and to update the annex on colours.	2021-04-11

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
SANS 60099-7	<i>Surge arresters Part 7: Glossary of terms and definitions from IEC publications 60099-1, 60099-4, 60099-6, 61643-1, 61643-12, 61643-21, 61643-311, 61643-321, 61643-331 and 61643-341</i>	The standard is obsolete	2021-04-30
SANS 954	<i>Metal-arc welding equipment (non-automatic, single-operator, transformer type)</i>	Project cancelled due to lack of interest from committee members.	2021-04-30

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 61984:2021 Ed 1	<i>Connectors – Safety requirements and tests.</i> Applies to connectors with rated voltages above 50 V and up to 1000 V a.c. and d.c. and rated currents up to 125 A per contact, for which either no detail specification (DS) exists or the DS calls up this standard for safety aspects.
SANS 62793:2021 Ed 1	<i>Thunderstorm warning systems – Protection against lightning.</i> Describes the characteristics of thunderstorm warning systems (TWSs) in order to implement lightning hazard preventive measures.
SANS 51992-4:2021 Ed 1	<i>Eurocode 2 – Design of concrete structures – Part 4: Design of fastenings for use in concrete.</i> Provides a design method for fastenings (connection of structural elements and non-structural elements to structural components), which are used to transmit actions to the concrete.
SANS 27917:2021 Ed 1	<i>Carbon dioxide capture, transportation and geological storage – Vocabulary – Cross cutting terms.</i> Defines a list of cross-cutting terms commonly used in the field of carbon dioxide capture, transportation and geological sub-surface storage including through storage in association with enhanced oil recovery (EOR) operations.
SATR 27918:2021 Ed 1	<i>Carbon dioxide capture, transportation and geological storage – Lifecycle risk management for integrated CCS projects.</i> Intends to be an information resource for the potential future development of a standard for overall risk management for CCS projects.
SANS 62442-3:2021 Ed 2	<i>Energy performance of lamp controlgear – Part 3: Controlgear for tungsten-halogen lamps and LED light sources – Method of measurement to determine the efficiency of the controlgear.</i> Defines a measurement method for the power losses of electromagnetic transformers as well as the power losses and the standby power of electronic convertors for tungsten-halogen lamps and for LED light source(s).
SANS 60335-2-25:2021 Ed 5	<i>Household and similar electrical appliances – Safety – Part 2-25: Particular requirements for microwave ovens, including combination microwave ovens.</i> Applies to microwave ovens intended to be used on board ships, for which Annex BB is applicable.
SANS 50352-2:2021 Ed 2	<i>Hearing protectors – Safety requirements and testing – Part 2: Ear-plugs.</i> Specifies constructional, design and performance requirements, marking requirements and user information for ear-plugs.

Standard No. and year	Title, scope and purport
SANS 61547:2021 Ed 3	<i>Equipment for general lighting purposes – EMC immunity requirements.</i> Deals with electromagnetic immunity requirements, and applies to lighting equipment including apparatus such as lamps, luminaires, and modules.
SANS 62031:2021 Ed 2	<i>LED modules for general lighting – Safety specifications.</i> Specifies general and safety requirements for light-emitting diode (LED) modules: non-integrated LED modules (LEDni modules) and semi-integrated LED modules (LEDsi modules) for operation under constant voltage, constant current or constant power; integrated LED modules (LEDi modules) for use on DC supplies up to 250 V or AC supplies up to 1 000 V at 50 Hz or 60 Hz.
SABS NATIONAL NORM:2021 Ed 2	<i>National norm for the development of South African National Standards.</i> Describes the processes for the development, approval, issue, maintenance, amendment, revision and withdrawal of South African National Standards (SANS).
SANS 52672:2021 Ed 2	<i>Chemicals used for treatment of water intended for human consumption – Potassium permanganate.</i> Applies to potassium permanganate used for treatment of water intended for human consumption.
SANS 6118:2021 Ed 2	<i>Spigot holding strength of ladies' plastics moulded heel top-pieces.</i> Specifies a method for the determination of spigot holding strength of ladies' plastics moulded heel top pieces.
SANS 19110:2021 Ed 2	<i>Geographic information – Methodology for feature cataloguing.</i> Specifies how the feature types can be organised in to a feature catalogue and presented to the user of a set of geographic data.
SANS 21508:2021 Ed 1	<i>Earned value management in project and programme management.</i> Provides guidance for practices of earned value management in project and programme management.

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 1017:2021 Ed 1.6	<i>Electric cables for motor vehicles - Low-voltage cables and flexible earthing straps for motor vehicles. Consolidated edition incorporating amendment No.6.</i> Amended to update the definitions and the clause on requirements for the finished product, and to delete the appendix on notes to purchasers.
SANS 1459:2021 Ed 2.1	<i>Traffic lights. Consolidated edition incorporating amendment No.1.</i> Amended to move reference to the relevant national body to the foreword, and to delete the annex on notes to purchasers.
SANS 60079-2:2015 Ed 4	<i>Explosive atmospheres – Part 2: Equipment protection by pressurized enclosure "p". This edition contains a loose-leaf corrigendum.</i> Corrected to update the foreword, and to update the subclause on supplementary marking.
SANS 60335-2-4:2021 Ed 3.2	<i>Household and similar electrical appliances – Safety – Part 2-4: Particular requirements for spin extractors. Consolidated edition incorporating amendment No.2.</i> Amended to update the note that refers to the annex on rinsing agent in the foreword and the requirements for moisture resistance, to delete the annex on rinsing agent, and to update referenced standards.
SANS 60335-2-24:2021 Ed 5.2	<i>Household and similar electrical appliances – Safety – Part 2-24: Particular requirements for refrigerating appliances, ice-cream appliances and ice-makers. Consolidated edition incorporating amendment No.2.</i> Amended to update referenced standards, terms and definitions, the clauses on general conditions for tests, marking and instructions, moisture resistance, stability and mechanical hazards, mechanical strength, construction, components, clearances, creepage distances and solid insulation, resistance to heat and fire, and the annex on non-sparking "n" electrical apparatus.
SANS 60335-2-31:2021 Ed 4.1	<i>Household and similar electrical appliances – Safety – Part 2-31: Particular requirements for range hoods and other cooking fume extractors. Consolidated edition incorporating amendment No.1.</i> Amended to update referenced standards, and to update the clauses on marking and instructions, heating, construction and on resistance to heat and fire.

SANS 60335-2-39:2021 Ed 5.1	<i>Household and similar electrical appliances – Safety – Part 2-39: Particular requirements for commercial electric multi-purpose cooking pans. Consolidated edition incorporating amendment No.1.</i> Amended to update referenced standards, the clauses on terms and definitions, marking and instructions, heating, leakage current and electric strength at operating temperature, moisture resistance, leakage current and electric strength, and on screws and connections, and to add the annex on guidance for the application of this standard to appliances used in warm damp equable climates.
SANS 60335-2-48:2021 Ed 4.2	<i>Household and similar electrical appliances – Safety – Part 2-48: Particular requirements for commercial electric grillers and toasters. Consolidated edition incorporating amendment No.2.</i> Amended to update the scope, referenced standards, classification, marking and instructions, heating, leakage current and electric strength at operating temperature, leakage current and electric strength, abnormal operation, construction, supply connection and external flexible cords, screws and connections, and to add the annex on guidance for the application of this standard to appliances used in tropical climates.
SANS 60335-2-49:2021 Ed 4.2	<i>Household and similar electrical appliances – Safety – Part 2-49: Particular requirements for commercial electric appliances for keeping food and crockery warm. Consolidated edition incorporating amendment No.2.</i> Amended to update the title of the standard, the scope, referenced standards, terms and definitions, the clauses on classification, marking and instructions, heating, leakage current and electric strength at operating temperature, moisture resistance, leakage current and electric strength, abnormal operation, supply connection and external flexible cords, screws and connections, resistance to heat and fire, radiation, and to add the annex on guidance for the application of this standard to appliances used in tropical climates.
SANS 60335-2-50:2021 Ed 4.2	<i>Household and similar electrical appliances – Safety Part 2-50: Particular requirements for commercial electric bains-marie. Consolidated edition incorporating amendment No.2.</i> Amended to update the scope, referenced standards, terms and definitions, the requirements for classification, marking and instructions, heating, leakage current and electric strength at operating temperature, moisture resistance, and for leakage current and electric strength, to delete the note to the clause on abnormal operation, to update the requirements for construction, supply connection and external flexible cords, screws and connections, resistance to heat and fire, radiation, toxicity and similar hazards and to add the annex on guidance for the application of this standard to appliances used in tropical climates.
SANS 62282-6-100:2021 Ed 1.1	<i>Fuel cell technologies – Part 6-100: Micro fuel cell power systems – Safety. Consolidated edition incorporating amendment No.1.</i> Amended to update referenced standards, and to replace the mass loss with the hydrogen leakage test.

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

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 110 OF 2021

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

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

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 20380:2021 Ed 1	<i>Public swimming pools – Computer vision systems for the detection of drowning accidents in swimming pools – Safety requirements and test methods.</i> Describes the minimum operational, performance and safety requirements and test methods for computer vision systems used to detect drowning accidents; does not apply to the systems used in domestic swimming pools and pool basins with a surface area of less than 150 m ² .
SANS 427:2021 Ed 1	<i>Terminology work and terminology science – Vocabulary.</i> Establishes basic terms and definitions for terminology work and terminology science, does not include terms and definitions that are specific to computer applications in terminology work.
SANS 20000-2:2021 Ed 3	<i>Information technology – Service management – Part 2: Guidance on the application of service management systems.</i> Provides guidance on the application of a service management system (SMS) based on ISO/IEC 20000-1 (published in South Africa as an identical adoption under the designation SANS 20000-1).
SANS 29383:2021 Ed 2	<i>Terminology policies – Development and implementation.</i> Provides policy makers in governments, administration, non-profit and profit organizations with guidelines and a methodology for the development and implementation of a comprehensive policy concerning the planning and management of terminology.

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 1507-6:2021 Ed 2.1	<i>Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) Part 6: Service cables Consolidated edition incorporating amendment No.1.</i> Amended to update referenced standards and the sub-clause on UV weathering tests.
SANS 10076-3:2021 Ed 2.2	<i>The assessment of defects in textile piece-goods and made-up articles – Part 3: Defects in woven ducks. Consolidated edition incorporating amendment No.2.</i> Amended to update the clauses on defects and colour matching, and to delete the annex on notes to purchasers and suppliers.
SANS 10076-4:2021 Ed 2.2	<i>The assessment of defects in textile piece-goods and made-up articles – Part 4: Defects in knitted piece-goods. Consolidated edition incorporating amendment No.2.</i> Amended to delete reference to organizations, and the annex on notes to purchasers and suppliers.
SANS 10198-3:2021 Ed 2.1	<i>The selection, handling and installation of electric power cables of rating not exceeding 33 kV –Part 3: Earthing systems – General provisions. Consolidated edition incorporating amendment No.1.</i> Amended to delete reference to a national organisation.

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
SANS 1466-1:2014 Ed 1	<i>Information technology – Process benchmarking framework – Part 1: Concepts and overview.</i>
SANS 1466-2:2015 Ed. 1	<i>Information technology – Process benchmarking framework – Part 2: Generic process model</i>
SANS 9126-2:2004 Ed 1	<i>Software engineering – Product quality – Part 2: External metrics.</i>
SANS 9126-3:2004 Ed 1	<i>Software engineering – Product quality –Part 3: Internal metrics.</i>
SANS 24774:2008 Ed 1	<i>Software and systems engineering – Life cycle management – Guidelines for process description.</i>

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 EMPLOYMENT AND LABOUR**NOTICE 111 OF 2021**

Notice published by the Essential Services Committee ('the Committee') in terms of section 71, read with section 70(2)(a) of the Labour Relations Act, 1995 (Act No 66 of 1995 as amended)

A. Notice is hereby given in terms of Section 71(9) for an investigation on the possible variation of the following designations rendered by the Committee on:

1. **11 May 2018, under GN 41621:**
The designation made, rendering certain nuclear services as essential; and
2. **The designation made, rendering certain services in private health as essential (only in so far as Optometry is concerned).**

B. Notice is hereby given that the Committee will hear oral representations as follows:

- (i) Date: 22 March 2021 in Johannesburg
Venue: CCMA Offices, 28 Harrison Street, 10th floor
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00
- (ii) Date: 23 March 2021 in Durban
Venue: CCMA Offices, 275 Anton Lembede Street, Embassy House
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00
- (iii) Date: 25 March 2021 in Cape Town
Venue: CCMA Offices, 78 Darling Street
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00
- (iv) Date: 29 March 2021 in Bloemfontein
Venue: CCMA House, Cnr Elizabeth & West Burger Streets
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00
- (v) Date: 31 March 2021 in Port Elizabeth
Venue: CCMA Offices, 97 Govan Mbeki Avenue
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00

D. Any interested party requiring an opportunity to make oral representations must:

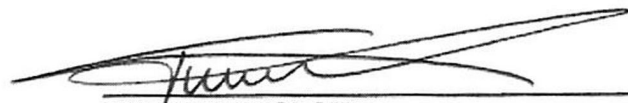
- (i) Indicate its intention to do so, in writing, to the ESC on or before 22 March 2021 (to either SibusisoL@CCMA.org.za or to fax: 086 660 6132);
- (ii) State the nature of the interest in the investigation;
- (iii) State whether it relies or intends to rely on any expert evidence, and if so, provide a brief summary of that expert evidence; and
- (iv) Specify its address, telephone and telefax numbers and e-mail contact address.

For all Inquiries, please contact Sibusiso Lukhele on SibusisoL@CCMA.org.za



DEPARTMENT OF EMPLOYMENT AND LABOUR**NOTICE 112 OF 2021****LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICE****BARGAINING CONCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE WESTERN CAPE: THE MAIN COLLECTIVE
AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R.708 of 10 June 2016, R.836 of 17 July 2017, R.386 of 29 March 2018, R. 666 of 6 July 2019, R. 46 of 7 February 2020, R. 334 of 19 June 2020 and R. 929 of 27 August 2020 with effect from the Second Monday after publication of this Notice.


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/03/2021

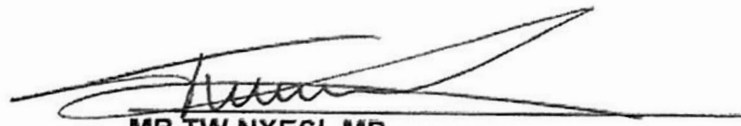
DEPARTMENT OF EMPLOYMENT AND LABOUR

R:

DATE:

LABOUR RELATIONS ACT, 1995**BARGAINING CONCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE WESTERN CAPE: EXTENSION TO NON-PARTIES OF
THE MAIN COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry of the Western Cape**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second monday after publication until 30 June 2021.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/03/2021

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE WESTERN CAPE****MAIN COLLECTIVE AGREEMENT**

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

Cape Furniture Manufacturers' Association

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

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

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

being the parties to the Bargaining Council for the Furniture Manufacturing
Industry of the Western Cape

DIVISION OF AGREEMENT

This Agreement is divided into three parts as follows:

PART I**A – Administrative issues**

Clause 1	-	Scope of application of Agreement
Clause 2	-	Period of operation of Agreement
Clause 3	-	Definitions
Clause 4	-	Exemptions
Clause 5	-	Registration of Employers
Clause 6	-	Exhibition of agreement
Clause 7	-	Keeping of records
Clause 8	-	Trade Union representatives on the Council
Clause 9	-	Trade Union Office Bearers
Clause 10	-	Administration of agreement
Clause 11	-	Agents
Clause 12	-	Monthly Statement
Clause 13	-	Normal retirement age
Clause 14	-	Weekly return of Employees
Clause 15	-	Dispute resolution procedure

B – Terms and conditions of employment

Clause 16	-	Hours of work
Clause 17	-	Short Time
Clause 18	-	Forenoon and afternoon intervals

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 *AD.*

Clause 19	-	Payment of remuneration
Clause 20	-	Piece-work
Clause 21	-	Employment of Minors
Clause 22	-	Abatement of wages
Clause 23	-	Termination of employment
Clause 24	-	Night shift work
Clause 25	-	Hourly rate
Clause 26	-	Sick leave
Clause 27	-	Maternity leave
Clause 28	-	Parental benefits
Clause 29	-	Family responsibility leave
Clause 30	-	Annual leave
Clause 31	-	Shutdown period
Clause 32	-	Public holidays
Clause 33	-	Severance pay
Clause 34	-	Casual employees
Clause 35	-	Time off for trade union activities
Clause 36	-	Time off work to attend further training or further education courses
Clause 37	-	New Industry entrant employees contribution grace period
Clause 38	-	Fixed term contracts of Employment
Clause 39	-	Abscondment
Clause 40	-	Protective clothing

C – Contributions and deductions

Clause 41	-	Expenses of the Council – Council Levy
Clause 42	-	Holidays and Holiday and Bonus Fund
Clause 43	-	Subsistence allowance
Clause 44	-	Trade Union contributions
Clause 45	-	Levies payable by Employers who are members of the Employers' Association
Clause 46	-	Provident Fund contributions
Clause 47	-	Medical Ill Health Benefit Fund

PART II

Clause 48	-	Wage increase
Clause 49	-	Non compliance
Clause 50	-	Fines

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PART III

- | | | | |
|----------|---|---|---|
| Annexure | A | - | Job Grading and minimum wages |
| Annexure | B | - | Monthly statement to be submitted in terms of clause 12 |
| Annexure | C | - | Registration as an Employer Form to be submitted in terms of clause 6 |
| Annexure | D | - | Dispute Resolution Procedure in terms of clause 15 |
| Annexure | E | - | Public Holidays in terms of clause 32 |
| Annexure | F | - | Provident Fund percentage contributions |


4.9.

PART I

A – Administrative issues

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry as defined hereunder in the Provinces of the Northern Cape and Western Cape excluding the Magisterial Districts George, Knysna, Mossel Bay, Plettenberg Bay and Oudtshoorn: :

"Furniture, Bedding, Upholstery and Curtain Manufacturing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following:

- (a) Furniture
Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

"Board" means any type of wood or wooden or related product or any other substitute material amongst others being: laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, coffins, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

- (b) Bedding
The manufacturing, assembling, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses, sleeper couches and studio couches.

"Studio Couch" means an article of furniture, which is designed for seating and for conversion into a double bed or two or more

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beds and of which the frames are constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

(c) Upholstery

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions.

(d) Curtain making

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.

(2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall:-

- (a) apply to all employees for whom minimum wages are prescribed in this agreement and to employers of such employees
- (b) apply to Learners in so far as the terms are not inconsistent with the Skills Development Act, 97 of 1998, or any contract entered into or any condition fixed under the Skills Development Act, 97 of 1998.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation:-

- (1) (a) in respect of parties to this agreement, on the date of signature;
 - (b) in respect of non-parties, on such date as fixed by the Minister of Labour in terms of section 32 of the Act.
- (2) This Agreement shall remain in force until the 30 June 2021.

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3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any references to an Act shall include any amendments to such Act and, unless the contrary intention appears, words importing the masculine gender shall also include the feminine and vice versa.

Unless inconsistent with the context, the following definitions shall apply to all Parts of this Agreement, and -

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

"Bonus" means -

- (a) any payment in addition to the prescribed or agreed wage of an Employee arising from employment under a bonus incentive scheme which is stipulated as such in the wage register;
- (b) any other special or occasional payment by an Employer to an Employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register and which the Employer can withdraw at will;

"Casual Employee" means an Employee who is employed by the same Employer for not more than 24 hours in any one month;

"Council" means the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape, registered in terms of section 29 of the Labour Relations Act, 1995;

"Employee" for the purpose of this agreement a person who works for, or renders services to any other person, is presumed, regardless of the form of the contract, to be an employee, if any one or more of the following factors are present:

- (a) the manner in which the person works is subject to the control or direction of another person;
- (b) the person's hours of work are subject to the control or direction of another person;
- (c) In the case of a person who works for an organisation, the person forms part of that organisation;
- (d) the person has worked for that other person for an average of at least 40 hours per month over the last three months;
- (e) the person is economically dependent on the other person for whom he or she works or renders services;
- (f) the person is provided with tools of trade or work equipment by the other person; or
- (g) the person only works for or renders services to one person.

If one or more of these factors are present, the person is presumed to be an Employee until the contrary is proved.

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"Employer" means a person who employs Employees in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry, including a Labour Broker who supplies Employees to the Furniture Industry, Bedding, Upholstery and Curtain Manufacturing Industry;

"Employment" means the total length of all periods of an Employee's service in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry, but excluding a period of broken service in excess of 12 consecutive months;

"Establishment" means any place in which the Furniture, Bedding, Upholstery and Curtain Manufacturing is carried on;

"Hourly rate" means the rate determined in accordance with the provisions of clause 25 of this Agreement;

"Labour Broker" means any person who, for reward, procures for or provides to a client other persons—

- (a) who render services to, or perform work for, the client; and
- (b) who are remunerated by the Labour Broker.

"Learner" means an Employee serving under a written contract of learnership registered or deemed to be registered under the provisions of the Skills Development Act 97, of 1998;

"New Industry Entrant Employee" means an employee who has never previously worked in the furniture, bedding, upholstery and curtain manufacturing industry;

"Night work" means a shift worked after 18H00 and before 06H00 the next day;

"Normal retirement age" means the month the employee attains the age of 60 years;

"Normal time" means the standard minimum hours that an Employee is required to work on which the Employee's basic weekly wage rate is paid;

"Ordinary hours" means the hours between the specified starting and finishing time of work for each day of the week excluding the meal interval;

"Piece-work" means any system according to which payment is based on quantity or output of work done;

"Redundancy" means that a position becomes permanently superfluous as a result of re-organisation or technological change, and that, consequently, there is no foreseeable possibility of Employees who lose their employment through redundancy being re-employed in their previous positions;

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"Registrar" means the Registrar of Labour Relations appointed in terms of section 108 of the Labour Relations Act, No. 66 of 1995;

"Remuneration" means any payment in money made or owing to any person which arises in any matter whatsoever out of employment;

"Retrenchment" means the loss of employment as a result of a downturn in the economic affairs of an establishment or as an operational requirement;

"Shop steward" means a member of a Trade Union who is elected to represent the Employees in a workplace;

"Senior Shop Steward" means that shop steward, elected by the Union members from the three or more shop stewards in a plant or establishment, which qualifies for more than two shop stewards, in terms of clause 30 of the Main Collective Agreement and shall be recognized as exercising authority over other shop stewards in such plant or establishment;

"Short time" means a reduction in the number of ordinary working hours in an establishment owing to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

"Temporary employment services" means any person who, for reward, procures for or provides to a client other persons—
(a) who render services to, or perform work for, the client; and
(b) who are remunerated by the temporary employment service.

"Wage" means that portion of the remuneration payable in money to an Employee in respect of his ordinary hours of work;

4. EXEMPTIONS

- (1) The Council may grant exemption from any or all the provisions of the Agreement for any good and sufficient reason.
- (2) The Council shall determine the conditions and periods and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any license of exemption.
- (3) The Council hereby establishes an exemption body, to consider all applications for exemptions of the Council's Collective Agreements.
- (4) The exemption body shall decide on an application for exemption within 30 days of receipt.
- (5) Applications for Exemptions shall be in writing on the prescribed form and be fully motivated with relevant supporting documents and if

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- applicable most recent audited financial statements and management accounts.
- (6) Upon receipt of an application Council shall refer it to the Exemptions Body which may request the applicant to attend the meeting at which the application is considered.
- (7) The Secretary of the Council shall issue to every person granted exemption a license signed by the Secretary of the Council setting out -
- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions of exemption;
 - (d) the period for which the exemption shall operate.
- (8) The Secretary of the Council shall -
- (a) number consecutively all licenses issued;
 - (b) retain a copy of each license issued; and
 - (c) where exemption is granted to an Employee, forward a copy of the license to the Employer concerned.
- (9) In the event of the Exemptions Body refusing to grant an application, the applicant shall have the right to appeal in writing against the decision to the Independent Body. The independent body must hear and decide, as soon as possible and not later than 30 days after the appeal is lodged.
- (10) The notice of appeal must set out the grounds on which the appeal is based.
- (11) In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:
- (a) The applicant's past records (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate;
 - (b) Any special circumstance that exist;
 - (c) Any precedent that might be set;
 - (d) The period for which the exemption will operate;
- (12) If the application is granted, the Exemption Body or Independent Body shall issue an exemption certificate, signed by the Secretary, containing the following particulars:
- (a) the full name of the applicant(s);
 - (b) the trade name;
 - (c) the provisions of the Agreement from which exemption is granted;
 - (d) the period for which the exemption shall operate;
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- (e) the date of issue;
 - (f) the condition(s) of the exemption granted.
- (13) The Exemptions Body or Independent Body shall;
- (a) retain a copy of the certificate and number each certificate consecutively;
 - (b) forward a copy of the certificate to the Secretary of the Council; and
 - (c) forward to the employer a copy of a certificate issued to an employee.
- (14) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

5. REGISTRATION OF EMPLOYERS

- (1) Every Employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall, within one month of the date on which this Agreement becomes binding on him:-

- (a) forward to the Secretary of the Council a duly completed registration form in the form specified in Annexure D to this Agreement, together with the documents specified in such Annexure.

Note – This Annexure is obtainable from the Secretary of the Council, at 7 Maritz Street, Bellville, or P.O. Box 1529, Sanlamhof, 7532, or by emailing correspondence@furniture.org.za or from the Council's website at www.furniture.org.za.

- (2) Within seven days of the occurrence of any of the following events, namely –
- (a) any changes in the particulars specified in Annexure D to this Agreement; or
 - (b) the sequestration of the Employer's estate or the voluntary surrender thereof; or
 - (c) the provisional or final winding up or the provisional or final placing of the Employer under judicial management; or
 - (d) the acquisition or commencement by the Employer of any other business which is subject to this Agreement; or
 - (e) the transfer or abandonment of the business carried on by the Employer; every Employer shall furnish the Secretary of the Council with a written statement setting forth full particulars of such change or event.

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6. EXHIBITION OF AGREEMENT

- (1) Every Employer on whom this agreement is binding must:-
 - (a) keep a copy of the collective agreement affixed in a conspicuous place where it is readily accessible to the Employees at all times;

7. KEEPING OF RECORDS

Every Employer must keep records as required in terms of section 31 of the Basic Conditions of Employment Act, 75 of 1997. These records shall be kept written in a legible and indelible manner.

8. TRADE UNION REPRESENTATIVES ON THE COUNCIL

- (1) Every Employer shall grant to any of his Employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.
- (2) If more than one Trade Union representative on the Council is from the same Employer, the Employer shall not be expected to pay for more than one of the Employees lost time while attending to or performing duties as a delegate to the Council.

9. TRADE UNION OFFICE BEARERS

- (1) An Office Bearer of a trade union party to the Council is entitled to fifty (50) hours paid time off work per annum to conduct their trade union responsibilities. Any hours in excess of fifty hours, excluding shop steward leave, shall be unpaid.
- (2) The time referred to in clause 8 here above, are in addition to any shop steward leave they may be entitled to if they are also a shop steward.
- (3) The party trade union must notify the company in writing at least three (3) working days prior to the event that time off work for an Office Bearer for trade union activities is required.
- (4) An employer shall not unreasonably withhold such permission.

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10. ADMINISTRATION OF AGREEMENT

- (1) 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.

11. AGENTS

- (1) The Minister shall appoint, at the request of the Council, one or more specified persons as a Designated Agent to assist in giving effect to the terms of this Agreement.

In accordance with Schedule 10 of the Act and in addition thereto the Agent shall have the right to: -

- (a) enter, inspect and examine any premises or place in which Furniture Manufacturing is carried on and at any time when the Agent has reasonable cause to believe any person is employed therein; and
 - (b) orally examine, either alone or in the presence of any other person, as the Designated Agent thinks fit, with respect to matters relating to this Agreement, every Employee whom the Designated Agent finds in or about the premises or place and require such Employee to answer questions put to such employee; and
 - (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same; and
 - (d) require the production of and inspect, examine and copy all pay sheets, books or computers wherein an account is kept of actual wages paid to an Employee.
- (2) The Designated Agent, when entering, inspecting or examining any such place shall, upon request show his certificate of authority, and may take with him an interpreter or any other person the Designated Agent deems appropriate in the fulfillment of their duties.
 - (3) Every person upon whom the provisions of this Agreement are binding shall grant the Designated Agent all facilities referred to above.

12. MONTHLY STATEMENT

- (1) All payments to be made to the Council in terms of clauses 41, 42, 45 and 47 and Provident Fund in terms of 46 of this Agreement, shall be accompanied by a statement in the form prescribed in Annexure B to this Agreement.

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- (a) Such statement and payment is to be submitted by no later than the fifteenth (15th) day of each month following in respect of which it is due.
- (2) Any monies received by the Council from an Employer as payment in terms of sub-clause (1) shall, taking into account all amounts then owing to the Council by that Employer, in the sole discretion of the Council, be allocated to and set off in terms of the Council's financial policy as determined from time to time.

13. NORMAL RETIREMENT AGE

- (1) The normal retirement age for the industry is 60. An employer may retire an employee at the end of the month in which they turn 60 or at any time thereafter on one months' written notice.
- (2) An employer wishing to engage or continue with an employment relationship with an employee beyond the age of 65 must apply for exemption from the council.

14. WEEKLY RETURN OF EMPLOYEES

- (1) Every Employer shall submit to the Council a statement in the form prescribed in Annexure E to this Agreement, reflecting particulars of Employees engaged, discharged, or who resigned during any one week, not later than the Friday following the pay-day of the week to which the statement relates.

15. DISPUTE RESOLUTION PROCEDURE

- (1) In the event of a dispute arising about the interpretation or application of a collective agreement the Council or any other Party to the dispute must:-
 - (a) first refer the dispute to the Council for conciliation, if the dispute remains unresolved, any party to the dispute may request that the dispute be resolved through arbitration.
 - (b) The party who refers the dispute to the Council must satisfy it that a copy of the referral has been served on all the other parties to the dispute;
- (2) If a dispute is referred to the Council, the Council must attempt to resolve the dispute:-
 - (a) through conciliation; and
 - (b) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if:-

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- (i) the Labour Relations Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or
 - (ii) all the parties to the dispute consent to arbitration under the auspices of the Council.
- (3) The dispute resolution procedure, as per CCMA rules as amended from time to time, deals with the manner in which the Council and its conciliators conduct dispute resolution proceedings.

B - Terms and Conditions of Employment

16. HOURS OF WORK

(1) Ordinary hours of work

- (a) An employer may not require or permit an employee to work more than:—
 - (a) 44 hours in any week; and
 - (b) nine hours in any day if the employee works for five days or fewer in a week; or
 - (c) eight hours in any day if the employee works on more than five days in a week.
- (b) The Employer must inform Employees and the Council of their firm's ordinary weekly working hours and to display them in a conspicuous place within the workplace.
- (c) Should an Employer wish to change the firm's ordinary working hours they would be required to apply for an exemption from the Council before implementing any change to their ordinary weekly working hours. The Council may require seventy five per cent of the firm's Employees to support the proposed change to the firm's ordinary weekly working hours.

(2) Overtime Hours

- (a) All hours worked in excess of a firm's ordinary weekly working hours must be paid in accordance with section 10 of the Basic Conditions of Employment Act, 75 of 1997.
- (b) Drivers and Drivers Assistants – Driver's and Driver's Assistants may not work more than fifteen hours per day and more than 15 hours overtime in any one pay week.

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- (c) Top Up Lost Ordinary Time Hours – overtime hours in the same pay week can be used to top up lost normal time hours of the same pay week before overtime becomes payable.
- (d) Every Employer shall display in his establishment in a place readily accessible to his Employees a notice in the form prescribed in Annexure C to this Part of the Agreement specifying the starting and finishing time of work for each day of the week, forenoon and afternoon intervals and the meal interval.
- (e) Employees to be allowed to work up to fifteen (15) hours per week overtime without prior permission from the Council

17. SHORT TIME

- (1) 24 hours notice of short time shall be given to employees when there is:
 - (a) slackness of trade;
 - (b) shortage of materials;
 - (c) due to operational requirements
- (2) 1 hour notice when:
 - (a) as a result of major power failure outside of an establishment's control causing cessation of work, which will include load-shedding;
 - (b) general breakdown of plant or machinery;
 - (c) an accident or unforeseen emergency.
 - (d) employees so affected shall be paid in respect of such day, an amount of no less than four hours wages.
- (3) Short time may only be implemented in terms of the Collective Agreement if the employer: -
 - (a) has informed the elected trade union representative and/or any employee representative prior to issuing the written notice of short time to all other employees;
 - (b) where 24 hours' notice of short time shall be issued, the Employer invites the representative trade union in writing, to attend the meeting wherein the trade union official is informed of the intention to work short time
- (4) In the event that an employee reports for duty and was not notified by his employer previously that his services would not be required on that day the employee shall be paid:
 - (a) an amount of no less than four hours wages,
 - (b) except if an employee was not at work the previous day, in such an event an employee shall be paid no less than one hour's wage.
- (5) Despite the provisions of this Clause, an employee that has been placed on short time for any period during any one pay week for a

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continuous period of twelve consecutive pay weeks shall be offered a retrenchment option by the employer, having due regard for retrenchment pay payable in terms of the Council's Collective Agreement and sections 189 and 189A of the Labour Relations Act.

- (6) The provisions of this clause shall not apply to Learners during any period of scheduled training.

18. FORENOON AND AFTERNOON INTERVALS

- (1) Every Employee shall be given an interval of 10 minutes both in the forenoon and afternoon each day, which shall be deemed as time worked, unless otherwise agreed at plant level.

19. PAYMENT OF REMUNERATION

- (1) (a) Remuneration shall be paid in cash or electronically deposited into the Employee's bank account and be available to the Employee at normal closing time on pay-day.
- (2) Remuneration shall be paid on the ordinary or agreed pay day.
- (3) An employer must give an employee the following information in writing on each day the employee is paid:
- (a) The employer's name and address;
 - (b) the employee's name and occupation;
 - (c) the period for which the payment is made;
 - (d) the employee's remuneration in money;
 - (e) the amount and purpose of any deduction made from the remuneration;
 - (f) the actual amount paid to the employee; and
 - (g) if relevant to the calculation of that employee's remuneration:
 - i. the employee's rate of remuneration and overtime rate;
 - ii. the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;
 - iii. the number of hours worked by the employee on a Sunday or public holiday during that period; and
 - iv. if an agreement to average time has been concluded, the total number of ordinary and overtime hours worked by the employee in the period of averaging.
- (4) The written information required in terms of clause (3) must be given to each employee:
- a. at the work-place or at a place agreed to by the employee; and
 - b. during the employee's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours

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20. PIECE-WORK

- (1) Piece-work can only be used as an incentive payment, in addition to prescribed minimum wages.

21. EMPLOYMENT OF MINORS

- (1) No person shall employ a child in the Industry who is under 15 years of age.

22. ABATEMENT OF WAGES

- (1) No Employee shall, while in the employ of an Employer, give to and no such Employee shall receive from such Employer any gift, bonus, loan, guarantee or refund either in cash or in kind which will in effect amount to abatement of the wages which must in terms of this Agreement be paid to such Employee.
- (2) No Employee shall be required as part of his contract of service to board or lodge with his Employer or at any place nominated by his Employer or to purchase any goods or hire property from his Employer.

23. TERMINATION OF EMPLOYMENT

- (1) Subject to sub-clause (4) hereof, a contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than: -
- (a) one week, if the Employee has been employed for six months or less;
 - (b) two weeks, if the Employee has been employed for more than six months but not more than one year;
 - (c) four weeks, if the Employee has been employed for one year or more.
- (2) Notice of termination of a contract of employment must be given in writing: -
- (a) except when it is given by an illiterate Employee;
 - (b) if an Employee who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the Employer to the Employee in an official language the Employee reasonably understands.

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- (3) Notice of termination of a contract of employment given by an Employer must: -
- (a) not run concurrently with any period of leave to which the Employee is entitled in terms of clause (30), except sick leave.
- (4) Payment instead of notice: -
- (a) Instead of giving an Employee notice in terms of sub-clause (1), an Employer may pay the Employee the remuneration the Employee would have received, calculated in accordance with this agreement, if the Employee had worked during the notice period.
 - (b) If an Employee gives notice of termination of employment, and the Employer waives any part of the notice, the Employer must pay the remuneration referred to in sub-clause (4)(a), unless the Employer and Employee agree otherwise in writing.
 - (c) If an Employee fails to give and/or work out their required notice, as per sub-clause (1) hereof, the Employer may claim notice pay from the Employee's annual leave and/or bonus.
- (5) Nothing in this clause affects the right: -
- (a) of a dismissed Employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 66 of 1995, or any other law; and
 - (b) of an Employer or an Employee to terminate a contract of employment without notice for any cause recognised by law.

24. NIGHT SHIFT WORK

- (1) In this section, "night work" means a shift worked after 18:00 and before 06:00 the next day.
- (2) An Employer may only require or permit an Employee to perform night work, if so agreed, and if: -
- (a) the Employee is compensated by the payment of a 15 per cent allowance on their wage rate, in addition to their wage rate, for all time worked during the night shift, or by a reduction of working hours; and
 - (b) transportation is available between the Employee's place of residence and the workplace at the commencement and conclusion of the Employee's shift.
- (3) If a shift worked by an Employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

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25. HOURLY RATE

- (1) Notwithstanding anything to the contrary in this Agreement, all work performed by Employees, other than Employees in receipt of a fixed weekly or monthly wage, shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or such lesser number of hours ordinarily worked by an establishment.
- (2) In order to determine the hourly rate of a monthly-paid Employee in order to calculate the overtime pay that may be due to such Employee, his monthly wage shall be divided by 4,333 and thereafter by 44 or such lesser number of hours ordinarily worked by an establishment.

26. SICK LEAVE

- (1) In this Chapter, "sick leave cycle" means the period of 36 months' employment with the same Employer immediately following: -
 - (a) an Employee's commencement of employment; or
 - (b) the completion of that Employee's prior sick leave cycle.
- (2) (a) During every sick leave cycle, an Employee is entitled to ten (10) days paid sick leave per annum.
- (b) Should an Employee exhaust the number of paid sick leave days available due to hospitalisation, serious and or chronic illness, such an Employee is entitled to claim further days of paid sick leave, provided that there are days of sick leave available in that Employee's current three (3) year cycle. In such an event, the number of days over and above the available sick leave balance for that year will be deducted from the future years in the cycle and will mean for such a person, the annual paid sick leave days will be less than ten (10) days per annum for the balance of that three (3) year sick leave cycle."
- (3) Despite sub-clause (2), during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 26 days worked.
- (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 (2) by the number of days' sick leave taken in terms of sub-clause (3).
- (5) Subject to sub-clause 6, an Employer must pay an Employee for a day's sick leave: -

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- (a) the wage the Employee would ordinarily have received for work on that day; and
 - (b) on the Employee's usual pay day.
- (6) Proof of Incapacity
- (a) An Employer is not required to pay an Employee in terms of sub-clause (5) if the Employee has been absent from work for more than two consecutive days or on more than two consecutive occasions during an eight week period and, on request by the Employer, does not produce a medical certificate stating that the Employee was unable to work for the duration of the Employee's absence on account of sickness or injury.
For the purpose of this sub-clause a Friday and the following Monday as well as the day before and the day after a public holiday are deemed to be consecutive days.
 - (b) The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
 - (c) An Employer is not required to pay an Employee in terms of sub-clause (5) if the Employee has been absent from work on a Friday, or on a Monday, or on a day before or after a public holiday should the Employee not produce a valid medical certificate covering the days of absence.

27. MATERNITY LEAVE

- (1) An employee shall be entitled to at least six consecutive months' unpaid maternity leave.
- (2) An employee may commence maternity leave;-
 - a. at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - b. on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or mid-wife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to maternity leave for six weeks after the miscarriage or still-birth, whether or not the employee had commenced maternity leave at the time of the miscarriage or still-birth.
- (5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to :-
 - a. commence maternity leave; and

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- b. return to work after maternity leave.
- (6) Notification in terms of subsection (5) must be given:-
 - a. at least four weeks before the employee intends to commence maternity leave; or
 - b. if it is not reasonably practicable to do so, as soon as is reasonably practicable.

28. PARENTAL BENEFITS

1) Parental Leave

1. An employee, who is a parent of a child, is entitled to at least ten consecutive days unpaid parental leave.
2. An employee may commence parental leave on—
 - (a) the day that the employee's child is born; or
 - (b) the date—
 - (i) that the adoption order is granted; or
 - (ii) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.
3. An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
 - (a) commence parental leave; and
 - (b) return to work after parental leave.
4. Notification in terms of subsection (3) must be given—
 - (a) at least one month before the—
 - (i) employee's child is expected to be born; or
 - (ii) date referred to in subsection 2 (b); or
 - (b) If it is not reasonably practicable to do so, as soon as is reasonably practicable.

2) Adoption Leave

1. An employee, who is an adoptive parent of a child who is below the age of two, is entitled to—
 - (a) unpaid adoption leave of at least ten weeks consecutively; or
 - (b) the parental leave.
 2. An employee may commence adoption leave on the date—
 - (a) that the adoption order is granted; or
 - (b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.
 3. An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
 - (a) commence adoption leave; and
 - (b) return to work after adoption leave.
 4. Notification in terms of subsection (3) must be given—
 - (a) at least one month before the date referred to in subsection (2); or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
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5. If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave.

3) Commissioning Parental Leave

1. An employee, who is a commissioning parent in a surrogate motherhood agreement is, entitled to—
 - (a) unpaid commissioning parental leave of at least ten weeks consecutively; or
 - (b) the parental leave.
2. An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
3. An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
 - (a) commence commissioning parental leave; and
 - (b) return to work after commissioning parental leave.
4. Notification in terms of subsection (3) must be given—
 - (a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
5. If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave.

29. FAMILY RESPONSIBILITY LEAVE

- (1) This clause applies to an Employee: -

- (a) who has been in employment with an Employer for longer than four months; and
 - (b) who works for at least four days a week for that Employer.

- (2) An Employer must grant an Employee, during each annual leave cycle, at the request of the Employee, a total of 3 days paid leave and 2 days unpaid leave per annum, which the Employee is entitled to take: -

- (a) when the Employee's child is sick; or
 - (b) when the Employee's spouse or life partner is sick; or
 - (c) in the event of the death of: -
 - (i) the Employee's spouse or life partner; or
 - (ii) the Employee's parent, adoptive parent, grandparent, parent in-law, child, adoptive child, grandchild or sibling.

- (3) Subject to sub-clause (5), an Employer must pay an Employee for a day's family responsibility leave: -

- (a) the wage the Employee would ordinarily have received for work on that day; and

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- (b) on the Employee's usual pay day.
- (4) An Employee may take family responsibility leave in respect of the whole or a part of a day.
 - (5) Before paying an Employee for leave in terms of this section, an Employer may require reasonable proof of an event contemplated in sub-clause (2), (7) and (8) for which the leave was required.
 - (6) An Employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
 - (7) Should a medically certified disabled major or minor child, of an employee, be required to seek medical attention from a health practitioner this will be covered under family responsibility leave.
 - (8) Should an employee accompany their parent to a health practitioner, this would be regarded as unpaid leave.

30. ANNUAL LEAVE

- (1) Annual leave may be split by agreement with the majority, fifty percent plus one, of the employees provided that a minimum of ten consecutive working days be taken during the annual shut down period. The remaining leave days may be taken before the end of September of the following year.
- (2) Every Employer shall grant his Employees annual leave of fifteen (15) consecutive paid working days, unless an agreement has been reached with the majority of the employees in terms of clause (32)(i) where annual leave may be split.
- (3) An employee's annual leave shall be extended by any public holiday falling on any ordinary working day within this period.
- (4) Date of payment of these public holidays will be determined at plant level.

31. SHUT DOWN PERIOD

- (1) Shutdown period to commence not later than the 24th December and shall not end prior to the 5th January of the following year.

32. PUBLIC HOLIDAYS

- (1) All public holidays as specified in the Public Holidays Act, No. 36 of 1994, or as further declared by the President of the Republic of South Africa by publication in the Government gazette, shall be paid public

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holidays in terms of this agreement, refer to Annexure E of this agreement;

- (2) Whenever a public holiday, as referred to in sub-clause (1), falls on a Sunday the following Monday shall be a public holiday, in terms of section 2 (1) of the Public Holidays Act, No. 36 of 1994.

33. SEVERANCE PAY

- (1) On the termination of an Employee's contract of employment as a result of any of the following: -

- (a) retrenchment;
- (b) short time;
- (c) redundancy.

Such Employee shall receive from his Employer severance pay. For the purpose of calculating severance pay, service of ten months or more shall be deemed as a full year's service for the first year only. Thereafter severance pay shall be calculated on the basis of one week's wage plus, an additional week's wage per completed year of service.

- (2) The severance pay payable by the Employer to the Employee pursuant to sub-clause (1) above shall be the sum of: -

- (a) one week's wages: plus thereafter
- (b) one additional week's wages for each completed year of service: plus thereafter
- (c) In recognition of long service the following payable in addition to the above:-
 - (i) 5 to 10 years service - one additional week's wage
 - (ii) 10 to 15 years service - two additional week's wages
 - (iii) 15 to 20 years service - three additional week's wages,
 - (iv) 20 years service and more - four additional week's wages

- (3) Employees whose services are terminated for reasons related to operational requirements shall: -

- (a) receive first preference should the positions that they previously occupied with the same employer become available within a period of six months following the date of their retrenchment; and
- (b) On the retrenched employee's re-employment, as stipulated in sub-clause (3)(a) here above, such employee shall not be paid less than their wage rate applicable as at the date of their retrenchment.

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34. CASUAL EMPLOYEES

- (1) A casual Employee means an Employee who works less than 24 working hours in a month for an Employer.

35. TIME OFF FOR TRADE UNION ACTIVITIES

- (1) Shop Steward Training - For the purpose of attending training courses and/or training seminars arranged by the trade union which is a party to this Agreement, all shop stewards shall be entitled to three days paid leave per annum with effect from the date of the coming into operation of this Agreement, subject to the following conditions: -
- (a) The cycle of shop steward leave shall commence on 1 January of each year. Leave not taken by a shop steward and/or senior shop steward shall accrue to a newly elected shop steward and/or senior shop steward during any one-leave cycle. Shop Steward leave shall not be cumulative nor be transferable from one Employer to another or from one year to another.
 - (b) Shop stewards' leave shall be taken only during the first eight calendar months of the year.
 - (c) The trade union shall make the training course and/or training seminar content available to the Employer at least seven days in advance.
 - (d) Prior arrangements shall be made by the trade union with an Employer for the release of the senior shop steward and/or shop stewards. Not more than 50 percent of elected senior shop stewards and/or shop stewards at any particular Employer's firm shall attend the training course and/or training seminar on any particular day.
 - (e) A senior shop steward and/or shop stewards from any one Employer's firm shall not be required to attend a training course and/or training seminar on/over consecutive days.
 - (f) The trade union shall furnish the Employer with written proof that the training course and/or training seminar, for which purpose the paid leave was granted, was attended by the particular senior shop steward and/or shop stewards.
- (2) Shop Steward attending trade union meetings - For the purpose of Shop Stewards attending trade union meetings which trade union is a party to this Agreement, all shop stewards shall be entitled to three days paid leave per annum with effect from the date of the coming into operation of this Agreement, subject to the following conditions:-
- (a) Sub-clause 1(a) and (b).

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- (b) Prior arrangements shall be made by the trade union with an Employer for the release of the senior shop steward and/or shop stewards. Not more than 50 percent of elected senior shop stewards and/or shop stewards at any particular Employer's firm shall attend the trade union meeting on any particular day.
- (c) The party trade union must notify the employer in writing at least three (3) working days prior to the meeting that time off work for a Shop Steward is required.
- (d) An employer shall not unreasonably withhold such permission.

36. TIME OFF WORK TO ATTEND TRAINING OR FURTHER EDUCATION COURSES

- (1) Every Employer shall grant every Employee with reasonable opportunity for skills enrichment training provided that scheduling of any such training shall be determined at plant level by both the Employer and the Employee.
- (2) The following critical points should be considered by the consulting parties, (the relevant Employer and relevant Employee), being:-
 - (a) reasonable opportunity for training
 - (b) consideration of operational requirements
 - (c) time off being unpaid
 - (d) proof of registration for training course
 - (e) reasonable notice
 - (f) a limit to the number of Employees off work at any one time.

37. NEW INDUSTRY ENTRANT EMPLOYEES CONTRIBUTION GRACE PERIOD

- (1) A new entrant Employee to the Industry shall only be eligible for contributions after three consecutive months of continued employment with the exception of Council levies.
- (2) A new entrant Employee to the Industry, engaged within three (3) months of the implementation of a new agreement, no wage increase is due provided that such employees are earning at the same level or above the minimum rate contained in the collective agreement.

38. FIXED TERM CONTRACTS OF EMPLOYMENT

- (1) A fixed term employment contract may not be entered into for a period longer than six (6) consecutive months, subject to the terms and conditions as stipulated in sections 198A to 198D of the Act.

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- (2) For all fixed term contracts only contributions and deductions contemplated in terms of clause 41 (1) and 44 are applicable for the first six (6) months.
- (3) For all learnerships only contributions and deductions contemplated in terms of clause 41 (1) and 44 are applicable for the duration of the learnership.

39. ABSCONDMENT

- (1) An employee shall be regarded as having absconded from his employer's service after a period of absence of five consecutive working days without notification to his employer of his whereabouts.
Provided that the employer attempts to contact the employee at their last known home address in writing and consults with the worker representative.

40. PROTECTIVE CLOTHING

- (1) Designated Agents of the Bargaining Council may conduct inspections in terms of the Occupational Health and Safety Act and are empowered to issue compliance orders where there is non-compliance with any section or regulation of the Occupational Health and Safety Act, including but not limited to the issuing of personal protective clothing or equipment.

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C – Contributions and deductions**41. EXPENSES OF THE COUNCIL**

- (1) For the purpose of meeting the expenses of the Council, every Employer shall:-
- (a) deduct from the wage of each of his Employees for whom a wage is paid R5.00 per pay week from the period of operation of this agreement to 30 June 2021; and
 - (b) contribute R5 per week for every employee in the employ; and
 - (c) no contribution shall be made in respect of any week if the earning of the member for such week does not exceed two fifths of his normal weekly wage.

42. HOLIDAYS AND HOLIDAY AND BONUS FUND

- 1)(a) The Council shall keep a record of each Employee in respect of whom payments are made in terms of the Cape Furniture Holiday and Bonus Fund and of the amount paid to the Cape Furniture Holiday and Bonus Fund in respect of the Employee.
- (b) The Council shall from time to time invest on fixed deposit or on call with a bank or registered building society any of the money belonging to the Cape Furniture Holiday and Bonus Fund surplus to its requirements, and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.
- (c) Moneys due to Employees who cannot be traced and who have not claimed payment within a period of two years from the date on which the moneys become payable shall accrue to the funds of the Council.
- (d) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Fund at least once annually and not later than 31 March in each year and prepare a statement showing: -
- (i) all moneys received: -
 - (a) in terms of sub-clause (42)(a) hereof; and
 - (b) from any other source; and
 - (ii) expenditure incurred under all headings during the 12 months ended 31 October preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than four months after the close of the period

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covered thereby, be transmitted by the Council to the Director-General of Labour.

- (j) In the event of the expiry of the Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall, during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.
- (k) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding, in terms of section 59 of the Act, the Registrar of the Labour Court may appoint a liquidator from Employers and Employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee.
Any vacancy occurring on the committee may be filled by the Registrar from Employers or Employees, as the case may be, so as to ensure an equality of Employer and Employee representatives on the committee.
In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiry of the Agreement, be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees, as the case may be, in the manner set forth in paragraph (l) and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in the Council's constitution as if it formed part of the general funds of the Council.
- (l) Upon liquidation of the Fund in terms of paragraph (j) the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration of liquidation expenses, shall be paid into the general funds of the Council.
- (m) The Cape Furniture Holiday and Bonus Fund shall be utilised for the purpose of distribution to Employees of holiday pay.

- 2)(b) The following holiday and bonus fund provisions apply: -
 - (i) Every employer shall pay in respect of every employee a holiday and bonus fund amount;-
 - a) calculated on the employee's wages for the actual normal time worked in any pay week and on the hours ap

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- employee would ordinarily have worked on a paid public holiday; and
- b) trade union representative leave days; and
 - c) on the first five days of paid sick leave on condition a medical certificate is provided and on condition that such sick leave days do not fall on a Monday or a Friday or on a day before or after a public holiday; and
 - d) family responsibility leave for the first two days only that are related to the death of an employee's spouse, life partner, parent, adopted parent, grand parent, child, legally adopted child, or sibling and upon presentation of the relevant death certificate by the employee to their employer; and
 - e) time not worked by an employee due to being placed on short time by their employer shall be deemed as hours worked and are thus to be included in the employee's weekly working hours as if the employee had worked such time.
- 3) The Holiday and Bonus Fund contribution rates shall be payable to the Council and calculated as follows:-
- (i) Fifteen percent (15%) of an employee's actual normal time weekly wage if the employee has lost twenty minutes or less of the Company's ordinary/normal weekly working hours.
 - (ii) Eleven percent (11%) of an employee's actual normal time weekly wage if the employee has lost between twenty one and sixty minutes of the Company's ordinary/normal weekly working hours.
 - (iii) Seven point Five percent (7.5%) of an employee's actual normal time weekly wage if the employee has lost more than sixty minutes of the Company's ordinary/normal weekly working hours.
 - (iv) No Holiday and Bonus Fund contributions are payable for the first 15 hours of overtime worked per week, hours worked on a Sunday, any allowances and on wages payable for study leave.
 - (v) In the week of commencement of annual leave and the week of return to work after a period of annual leave, the days forming part of the working week shall accumulate holiday and bonus at 15% subject to the penalties referred to in Clauses 42 ii) iii) and iv).
 - (vi) On application an exemption from the above provisions may be granted should a Company have a more favourable attendance bonus scheme.
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43. SUBSISTENCE ALLOWANCE

- (1) Whenever the work of an Employee precludes him from returning to his normal place of residence for his night's rest, he shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than: -
 - (a) where it is necessary for the Employee to obtain a bed: R80,00; or
 - (b) where it is necessary for the Employee to obtain an evening meal and a bed: R160,00.

44. TRADE UNION CONTRIBUTIONS

- (1) An Employer shall each week deduct from the wages of each of his Employees who are members of the trade union which is a party to this Agreement, such contribution as may be payable by such Employee to that trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned: Provided that no contribution shall be made in respect of any week if the earning of the member for such week does not exceed two fifths of his normal weekly wage.

The contributions so collected shall be paid to the Secretary of the Trade Union not later than the 15th day of each month following that in respect of which they were due.

- (2) The Council will be responsible to hear a dispute relating to the non-payment by an Employer of Trade Union contributions.

45. LEVIES PAYABLE BY EMPLOYERS WHO ARE MEMBERS OF THE EMPLOYERS' ASSOCIATION

- (1) Every Employer who is a member of the Cape Furniture Manufacturers' Association shall forward any levy due and payable by members of the Association in terms of its constitution to the Secretary of the Council by not later than the 15th day of each month following that in respect of which such levies fall due.

46. PROVIDENT FUND CONTRIBUTIONS

- (1) The Fund known as the "Provident Fund of the Furniture Industry of the Western Cape" ("the Fund") established in terms of Government Notice R.805 of 12 May 1972, continues as part of this Agreement and registered with the Financial Sector Conduct Authority under number 37935 and administrated in accordance with the Pension Fund Act. 1956 (Act 24 of 1956) (as amended),

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- (2) Every Employee under the jurisdiction of this Agreement shall be member of the Provident Fund of the Furniture Industry of the Western Cape and the rules of the Fund shall apply.
- (3) The Council shall ensure with the rules of the Fund relating to the payment of contributions and the submission of monthly returns and follow its dispute resolution procedure to obtain such compliance.
- (4) The Fund shall be administered in accordance with the Fund's rules specified for this purpose by the Fund's Board of Trustees with the approval of the Financial Sector Conduct Authority and in terms of the Pension Funds Act.
- (5) Auditors as defined in the application law shall be appointed by the Board of Trustees who shall audit the accounts of the Fund in compliance with the relevant legislation.

47. MEDICAL ILL HEALTH BENEFIT FUND

- (1) An amount of thirty one rand per week is payable by the Employer, only for employees that are members of the trade union party to the Council, being the National Union of Furniture and Allied Workers of South Africa.
- (2) The amount payable by the employer must be paid to the Council along with all other contributions by the 15th day of the month following that in which it became due.
- (3) The Council must collect the medical ill health benefit contributions and pay it over to the Trade Union on a monthly basis into an account administered by the respective Trade Union.
- (4) The National Union of Furniture and Allied Workers of South Africa is to make available to the Cape Furniture Manufacturers Association the quarterly management accounts of the National Union of Furniture and Allied Workers of South Africa Medical Ill Health Benefit Fund and shall invite a representative of the Cape Furniture Manufacturers Association to attend such quarterly meetings of their Medical Ill Health Benefit Fund.
- (5) The provisions of sections 98 and 100 (b) and c of the Act apply.

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PART II**48. WAGE INCREASE**

- (1) Employees employed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry are to receive the following wage increases:
- (a) Wage Increase – Foreman, Supervisors, Change-hands, Skilled and Semi-Skilled Categories
- (i) For the above mentioned categories of Employees a seven percent (7%) across the board wage increase on actual wages is to be applied as follows:-
- (a) From the 1st pay week in July 2018 to the last pay week in June 2019.
- (b) From the first pay week in July 2019 to the last pay week in June 2020.
- (c) Should the Consumer Price Index (CPI) for the year ending February 2019 fall below 3.5% or exceed 9.2% the parties to this agreement shall meet to renegotiate across the board weekly wage increases only for the second year period.
- (b) Wage Increase – Unskilled Category
- (i) With effect from the first pay week in July 2018 to the last pay week in June 2020:
- (a) For the above mentioned categories of Employees a seven percent (7%) across the board wage increase on actual wages is to be applied as follows:-
- (b) From the first pay week in July 2018 to the last pay week in June 2019.
- (c) From the first pay week in July 2019 to the last pay week in June 2020.

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- (d) Should the Consumer Price Index (CPI) for the year ending February 2019 fall below 3.5% or exceed 9.2% the parties to this agreement shall meet to renegotiate across the board weekly wage increases only for the second year period
- (c) Prescribed Minimum – Unskilled Category
 - (i) The Unskilled Category minimum weekly wage rate with effect from the first pay week in July 2018 shall be Six Hundred and Seventy Rand and Fifty Cents (R670-50) which equates to an hourly rate of Fifteen Rand and Twenty Four cents (R15.24) per hour.
 - (ii) The Unskilled Category minimum weekly wage rate with effect from the first pay week in July 2019 shall be (R717-44) which equates to an hourly rate of Sixteen Rand and Thirty One Cents (R16.31) per hour.

49. NON COMPLIANCE

- (a) All contributions payable in terms of clause 41, 42, 45 and 47 shall be paid by the Employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due.
- (b) Contributions payable in terms of clause 46 shall be paid by the Employer to the Principal Officer of the Provident Fund month by month, and not later than the 15th day of each month following that in respect of which they are due.
- (b) An Employer who is in arrears with payments in terms of paragraph (a) and (b) and who falls, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning shall, upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An Employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis in terms of paragraph (a).
- (c) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the Employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, No. 55

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of 1975, as amended, calculated from such 15th day until the day upon which the payment is actually received by the Council.

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

In the event of the Council incurring any costs or becoming obliged to pay any costs, collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then also be liable to forthwith pay all such costs of whatever nature, including costs as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of any such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

50. FINES

- 1) The fine that the Secretary may impose and an arbitrator shall impose for a failure to comply with a provision of a Collective Agreement –
- Not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the fine determined in terms of Table One; or
 - Involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two:

TABLE ONE	
No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs.
A previous failure to comply in respect of the same provision.	R200 per employee in respect of whom the failure to comply occurs.
A previous failure to comply in respect of the same provision within the previous 12 months or two previous failures to comply in respect of the same provision within three years.	R300 per employee in respect of whom the failure to comply occurs.
Three previous failures to comply in respect of the same provision within three years.	R400 per employee in respect of whom the failure to comply occurs.
Four or more previous failures to comply in respect of the same provision within three years.	R500 per employee in respect of whom the failure to comply occurs.

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No previous failure to comply	25% of the amount due including any interest owing on the amount at the date of the order.
A previous failure to comply in respect of the same provision within 3 years.	50% of the amount due including any interest owing on the amount at the date of the order.
A previous failure to comply in respect of the same provision within the previous 12 months or two previous failures to comply in respect of the same provision within three years.	75% of the amount due including any interest owing on the amount at the date of the order.
Three previous failures to comply in respect of the same provision within three years.	100% of the amount due including any interest owing on the amount at the date of the order.
Four or more previous failures to comply in respect of the same provision within three years.	200% of the amount due including any interest owing on the amount at the date of the order.

PART III

ANNEXURE A

JOB GRADING AND MINIMUM WAGES RATES

A.OCCUPATION SKILLS LEVELS

1. Unskilled Employees

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

Nature of work performed

All types of manual labour of a repetitive nature.

Some job titles

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

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2. Semi-Skilled Employees

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

Employees work under direct supervision.

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

Nature of work performed

Setting up and/or operating continuous processing machines.

Some job titles

Spray painting, silk screening, upholstering basic furniture e.g. occasional chairs, dining room/kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers, assemblers, etc. Clerical staff, storeman, clerks, receptionist, administrative clerks, despatch clerk, etc.

3. Skilled Employees

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

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

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

Nature of work performed

All artisans who obtained a recognised artisan qualification.

Technical staff who obtained a recognised technical qualification equivalent to at least M + 3

Using a computer to construct working drawings and production schedules.

4. Charge hand

Employees at this level will have a broad knowledge of the discipline that they supervise. They can either be working charge hands or supervisory charge hands.

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They must be competent and trained in people management skills and will be responsible for outputs in the section within acceptable parameters.

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

5. Foreman/Supervisors

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

They will be able to work from complex drawings and will be able to interpret and apply technical skills. They will be versed in on the job training.

Employees at this level will regularly meet output targets maintaining an acceptable quality standard.

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B. MINIMUM HOURLY WAGE RATES FOR EMPLOYEES

Sectors	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay
Furniture, Bedding, Curtaining and Upholstery	Unskilled employees	05	Per National wage rates as amended from time to time.
	Semi-skilled employees	04	R22-36 per hour
	Skilled employees	03	R24-02 per hour
	Chargehands	02	R25-91 per hour
	Foremen & Supervisors	01	R25-91 per hour

Note: *In the event that the National Government implements the national minimum hourly rate of pay or any amendments thereto the hourly rates of the employees whom earn below the minimum prescribed hourly rate of pay, shall be adjusted to the table above.*

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ANNEXURE B

To be inserted (Council return)

ANNEXURE C

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY
OF THE WESTERN CAPE**REGISTRATION AS EMPLOYER**

The Secretary
Bargaining Council for the Furniture Manufacturing
Industry of the Western Cape
P.O. Box 1529
Sanlamhof
7532

Dear Sir,

In accordance with clause 6(1) of Part 1 of the Main Agreement, I hereby furnish you with the following particulars in connection with this business:

1. Name under which business is carried on.....
.....
2. Registered name of Company with the Registrar of Companies (attach a copy of business registration certificate)
.....
3. State the business registration number
and date of incorporation
4. If the business is a partnership, a copy of the partnership agreement shall be lodged with this registration form, or where such lodged agreement does not contain the full terms and conditions of the agreement of partnership, the partners shall notify the Council in writing of all terms of the partnership agreement that are not included in the agreement lodged herewith. In the absence of a written agreement of partnership, the employer shall notify the Council in writing of all terms of the agreement of partnership.
5. Company's registered address as per Registrar of Companies
.....
.....

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Ad

6. Address(es) at which business is carried on
-
-
7. Postal Address
-
8. Telephone number Facsimile number
- Email Cell No.
9. Nature of business (eg. Bedding; Upholstery; Office furniture; Case goods; etc.)
-
-
10. Full names and home address of proprietor, partners, members, shareholders, managers, directors and secretary:

Full Name	ID Number	Home Address	State whether proprietor, partner, member, shareholder, manager, director or secretary

11. Date business commenced
12. Business Bank details:

Bank	Account Name	Account Number	Branch Code

13. Number of employee.....
14. Basic weekly working hours
15. Name of Magisterial District in which business is situated
-

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16. The employer, as detailed above, chooses domicilium citandi et executandi at the address set out in paragraph 5 above for all purposes arising from the Collective Agreement and arising from their registration as an employer with the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape. The employer shall be entitled to alter its domicilium citandi et executandi by means of written notice by prepaid registered post to the Council, provided that such change of domicilium shall only be effective 14 days after receipt of such notice by the Council.

I certify that the information given above is true and correct.

Authorised Signatory

Date

Name (Please Print)

Handwritten signature and initials
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ANNEXURE D**CONCILIATION AND ARBITRATION GUIDELINES**

1. Introduction
 - 1.1 These guidelines deal with the manner in which the Council and its conciliators conduct conciliation proceedings.
2. Purpose of guidelines
 - 2.1 The purpose of these guidelines are -
 - (a) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;
 - (b) to help Conciliators perform their functions; and
 - (c) to promote consistency in the Council's approach to conciliation proceedings.
 - 2.2 These guidelines are drawn from the Commission for Conciliation Mediation and Arbitration's (C.C.M.A.) best practice, the decisions of Commissioners of the CCMA, the courts, and the law.
3. Applications for condonation
 - 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, the dismissed Employee must apply to the Council for condonation, that is, permission to refer the dispute after the 30-day time limit has expired.
 - 3.2 The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.
 - 3.3 If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
 - 3.4 The application must include a signed statement that explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.
 - 3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.
 - 3.6 The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.

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- 3.7 The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
- 3.8 The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following: -
- (a) *the degree of lateness*. If the referral is only a few days late, this may weigh in favour of condonation;
 - (b) *the degree of fault* of the referring party or his/her authorised representative. If the referral was late due to a circumstance beyond the control of the applicant, this may weigh in favour of condonation;
 - (c) *the reasonableness of the explanation*. If the explanation is improbable, this should weigh against condonation;
 - (d) *prejudice* to the other parties to the dispute;
 - (e) prospects of success.
4. Province in which dispute is to be conciliated
- 4.1. A dispute should be conciliated in the province in which the dispute arose.
- 4.2. The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practicable to do so.
5. Jurisdictional disputes
- 5.1. The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly its policy is not to determine jurisdictional disputes at conciliation.
- 5.2. If a party objects to the jurisdiction of the Council the conciliator may-
- (a) conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or
 - (b) issue a certificate stating that the dispute has not been resolved.
6. Discretion to assume jurisdiction
- 6.1. If at any time the Council becomes aware that the dispute could have been resolved by another Bargaining Council, an accredited agency or in terms of a collective agreement the Council may, in terms of section 147 of the LRA
- (a) exercise its discretion to assume jurisdiction;
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- (b) refer the dispute to the appropriate person or body for resolution.
- 6.2. In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether:
 - (a) the referral is an attempt to by-pass agreed or statutory procedures;
 - (b) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
 - (c) the Council has jurisdiction.
- 6.3. If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.
- 7. Failure to attend conciliation proceedings
 - 7.1. If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may-
 - (a) postpone the conciliation; or
 - (b) issue a certificate that the dispute has not been resolved.

Before issuing a certificate the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.
 - 7.2. If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may-
 - (a) postpone the proceedings; or
 - (b) dismiss the referral.

Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.
 - 7.3. If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred is about the fairness of a dismissal, and if the 30-day time limit for referral has expired, the party must apply for condonation in terms of paragraph 3 above.
- 8. Representation at conciliation proceedings
 - 8.1 A party to a dispute may be represented only: -

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- (a) by a co-Employee; or
 - (b) by a member, an office bearer or official of that party's trade union or Employers' organisation; and
 - (c) if the party is a juristic person, by a director or an Employee.
 - 8.2 If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised, the Conciliator must decide whether that representative may attend.
 - 8.3 A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as a representative. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company, recognition agreements. Representatives must be prepared to tender evidence in support of their status.
9. Applications for postponement
- 9.1 The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitably causes delay.
 - 9.2 The Council will not allow matters to be postponed unless-
 - (a) there is good reason to do so ;
 - (b) the application is in good faith;
 - (c) the application is made as soon as practicable; and
 - (d) the other parties to the dispute are not unduly prejudiced.
 - 9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (in s135), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.
10. Impartiality of Commissioners
- 10.1. A Conciliator must be independent, and must be seen to be independent. The Conciliator should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality.
 - 10.2 After disclosure, a Conciliator may conciliate if both parties so desire but should withdraw if he or she believes that a conflict of interest exists irrespective of the view expressed by the parties.
 - 10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would

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cause unnecessary delay or would be contrary to the ends of justice.

10.4 Conciliators must conduct themselves in a way to avoid any inference of bias.

11. Conclusion

11.1. These guidelines lay down general principles to guide the Council's Conciliators and staff in the exercise of their powers and functions. These principles are not hard and fast rules and every case presented to the Council must be considered on its merits.

 
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ANNEXURE E**PUBLIC HOLIDAYS**


New Year's Day	-	1 January
Human Rights Day	-	21 March
Good Friday	-	Friday before Easter Sunday
Family Day	-	Monday after Easter Sunday
Freedom Day	-	27 April
Worker's Day	-	1 May
Youth Day	-	16 June
National Women's Day	-	9 August
Heritage Day	-	24 September
Day of Reconciliation	-	16 December
Christmas Day	-	25 December
Day of Goodwill	-	26 December

ANNEXURE F**PROVIDENT FUND CONTRIBUTION**

- (a) Percentage of normal wage per week payable by the Employee is six (6%) percent.
- (b) Percentage of normal wage per week payable by the Employer is six (6%) percent.



W. Dyers
Chairperson

J. Claassen
Vice-Chairperson

A. Davids
Secretary

DEPARTMENT OF EMPLOYMENT AND LABOUR**NOTICE 113 OF 2021**

Notice published by the Essential Services Committee ('the Committee') in terms of section 71, read with section 70(2)(a) of the Labour Relations Act, 1995 (Act No 66 of 1995 as amended)

A. Notice is hereby given in terms of Section 71(9) for an investigation on the possible variation of the following designations rendered by the Committee on:

- 1. 11 May 2018, under GN 41621:**
The designation made, rendering certain nuclear services as essential; and
- 2. The designation made, rendering certain services in private health as essential (only in so far as Optometry is concerned).**

B. Notice is hereby given that the Committee will hear oral representations as follows:

- (i) Date: 23 March 2021 in Durban
Venue: CCMA Offices, 275 Anton Lembede Street, Embassy House
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00
- (ii) Date: 25 March 2021 in Cape Town
Venue: CCMA Offices, 78 Darling Street
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00
- (iii) Date: 29 March 2021 in Bloemfontein
Venue: CCMA House, Cnr Elizabeth & West Burger Streets
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00
- (iv) Date: 31 March 2021 in Port Elizabeth
Venue: CCMA Offices, 97 Govan Mbeki Avenue
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00
- (v) Date: 01 April 2021 in Johannesburg
Venue: CCMA Offices, 28 Harrison Street, 10th floor
Sector: Nuclear Services @ 11:00
Private Health Services @ 13:00

D. Any interested party requiring an opportunity to make oral representations must:

- (i) Indicate its intention to do so, in writing, to the ESC on or before 22 March 2021 (to either SibusisoL@CCMA.org.za or to fax: 086 660 6132);
- (ii) State the nature of the interest in the investigation;
- (iii) State whether it relies or intends to rely on any expert evidence, and if so, provide a brief summary of that expert evidence; and
- (iv) Specify its address, telephone and telefax numbers and e-mail contact address.

For all Inquiries, please contact Sibusiso Lukhele on SibusisoL@CCMA.org.za

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 194

12 March 2021

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
23 Corner Henshall and Brander Street
Home Affairs Building 4th floor
Nelspruit
1200

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
01	MNISI MBUTI MAXIN	240217 5144 084

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
01	PORTION 31 OF THE FARM MANCHESTER 121 JU	MBOMBELA	T30220/2006	FOOD BY REQUEST CC	NONE


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

SIGNED BY: T.E. Mofokeng
DEPUTY DIRECTOR: TENURE SYSTEMS IMPLEMENTATION / LABOUR TENANTS
DULY AUTHORISED

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 195

12 March 2021

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 X9081, Ermelo, 2350; or 23 Taute Street, Ermelo

File Reference: ET6/5/SH 12676 L

SCHEDULE**Applicants:**

No.	Name and Surname	Identity Number
1.	Khumalo Bheki Moses	6002115573081

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
	PORTION 23 OF THE FARM LOTHAIR 124 IT	Gert Sibande	T18531/1996	NIC VAN DER WALT TRUST	N/A



MR. S THOKA

DEPUTY DIRECTOR: TENURE REFORM IMPLEMENTATION

DATE: 8/3/2021

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 196

12 March 2021

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 X9081, Ermelo, 2350; or 23 Taute Street, Ermelo

File Reference: ET6/5/SH L


SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
2.	Hadebe Gcinaumuzi Moses	5402195321081
3.	Maseko Thoko Bellina	4802050584080
4.	Hlakabe Krisjan July	7007175482080
5.	Letsimu Doctor Esau	7302285469089
6.	Ngwenya Abram Vusi	6603145738089

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
	PORTION 5 (RE) OF THE FARM GROOTVLEY 579 IR	Gert Sibande	T110880/1992	LEIGHGOR CC	N/A



MR. S THOKA

DEPUTY DIRECTOR: TENURE REFORM IMPLEMENTATION

DATE: 26/02/2021

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 197

12 March 2021

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 Agriculture, Land Reform & Rural Development
23 Taute Street
Private bag X9081, Ermelo 2350

File Reference: ET6/5/SH/L

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
1.	Mafikizolo Daniel Nkosi	3811205232082
2.	Mandlankosi Zakaria Nkabinde	4902535600083
3.	Mafutha Nicodemus Mathebula	4105015183083
4.	Thanda Jaconia Hlatshwayo	7011175370089

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
485 IS	Portion 3 (Remaining extent) of the farm Protest	Lekwa	T5205/2008	Joubert Frans Johannes	N/A


MR. S THOKA
DEPUTY DIRECTOR: TENURE SYSTEMS IMPLEMENTATION
DATE: 25/02/2021

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 198

12 March 2021

MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT NO. 47 OF 1996)**NOTICE OF CORRECTION OF THE AFRIKAANS REGULATION NOTICE NO R.134 AS
PUBLISHED IN GAZETTE NO 44189 OF 12 FEBRUARY 2021:
CONTINUATION OF STATUTORY MEASURE AND DETERMINATION OF GUIDELINE
PRICE: LEVY RELATING TO SOYBEANS**

The National Agricultural Marketing Council hereby corrects the Afrikaans translation of Regulation No R.134 as published on 12 February 2021, by replacing the table under Paragraph 6 to read as follow:

Bedrag van heffing

6. Die bedrag van die heffing (Belasting op Toegevoegde Waarde uitgesluit) is soos volg:

Kommoditeit	Periode	Bedrag (BTW uitgesluit)
Sojabone	1/3/2021 tot 28/2/2022	R57,00 per metrieke ton
	1/3/2022 tot 28/2/2023	R55,00 per metrieke ton

DR SIMPHIWE NGQANGWENI
CHIEF EXECUTIVE OFFICER: NAMC

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**NO. 199****12 March 2021****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 Agriculture Land Reform and Rural Development
GERT SIBANDE REGIONAL SHARED SERVICE CENTRE;
DIRECTORATE: TENURE REFORM IMPLEMENTATION; Private Bag X5020, Piet Retief,
2380; 91 Church Street, Piet Retief; Tel: 017 826 4363; Fax 017 826 4878; Web:
www.drdlr.gov.za

File Reference: ET6/5/SHL

SCHEDULE**Applicants:**

No.	Name and Surname	Identity Number
1	Japhta Shortie Tshabalala	760114 5919 08 8
2	Joseph Johan Sebiloane	581215 5529 08 7
3	Solomon Thembinkosi Nikapho	720312 5422 08 2
4	Bafana Jeremiah Ngwenya	530202 5764 08 0

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
1	PORTION 2(REMAINING EXTENT) OF THE FARM KROMDRAAI 325 IS	GOVAN MBEKI LOCAL MUNICIPALITY	T38073/1999	SMITH PHILIPPUS RUDOLPH VILJOEN	N/A

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

SIGNED BY: 
 DEPUTY DIRECTOR: TENURE SYSTEMS IMPLEMENTATION / LABOUR TENANTS
 DULY AUTHORISED

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 200

12 March 2021

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
23 Corner Henshall and Brander Street
Home Affairs Building 4th floor
Nelspruit
1200

SCHEDULE**Applicants:**

No.	Name and Surname	Identity Number
01	SIMON SINDANE	510414 5208 083

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
01	REMAINING EXTENT PORTION 1 OF THE FARM ZWARTKOPJE 121 JU	HIGHLANDS	T83082/2001	MAJORSHELF 63 PTY LTD	NONE


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

SIGNED BY: J.E. Motaung
DEPUTY DIRECTOR: TENURE SYSTEMS IMPLEMENTATION / LABOUR TENANTS
DULY AUTHORISED

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 201

12 March 2021

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 Reform
Department of Rural Development and Land Reform

Nkangala District Shared Services Centre,

Private Bag X 7261

Witbank

1035,

Fax: (013) 656 03 75 1035,

Tel: (013) 655 1110 Fax: (013) 656 03 752

2nd Floor, Shop no: E8, Saveways Crescent, Cnr OR Tambo & Mandela Street, Die Heuwel.

SCHEDULE**Applicants:**

No.	Name and Surname	Identity Number
1.	MALIMA KLEINBOOI BUTA	430902 5203 085

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
1	PORTION 1 (REMAINING EXTENT) OF THE FARM WINDHOEK, NO. 222 JS	EMAKHAZENI LOCAL MUNICIPALITY	T13126/2016	MINNAAR JOHAN AND MINNAAR LISINDA	

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

SIGNED BY: *Itani Nemastandini*
 DEPUTY DIRECTOR: TENURE SYSTEMS REFORM, DULY AUTHORISED

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 202

12 March 2021

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 X9081, Ermelo, 2350; or 23 Taute Street, Ermelo

File Reference: ET6/5/SH L

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
1.	Vilakazi Kgoseni Harry	7604215306087
2.	Vilakazi Sonnyboy Elijah	8302045343086

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
1.	PORTION 0 (RE) OF THE FARM HALGEWONNEN 190 IS	Gert Sibande	T14700/2014	OVERLOOKED COLLIERY PTY LTD	N/A


MR. S THOKA

DEPUTY DIRECTOR: TENURE REFORM IMPLEMENTATION

DATE: 02/03/2021

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 203

12 March 2021

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 X9081, Ermelo, 2350; or 23 Taute Street, Ermelo

File Reference: ET6/5/SH L

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
1.	Vilakazi Kgoseni Harry	7604215306087
2.	Vilakazi Sonnyboy Elijah	8302045343086

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
1.	PORTION 0 (RE) OF THE FARM HALGEWONNEN 190 IS	Gert Sibande	T14700/2014	OVERLOOKED COLLIERY PTY LTD	N/A


MR. S THOKA

DEPUTY DIRECTOR: TENURE REFORM IMPLEMENTATION

DATE: 02/03/2021

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 204

12 March 2021

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.

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The Director General
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Private Bag X9081, Ermelo, 2350; or 23 Taute Street, Ermelo

File Reference: ET6/5/SH

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
1.	Msongelwa Simeon Makhanye	501226 5431 080
2.	Jeremiah Mshiyeni Makhanya	400714 5303 088

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
	Portion 0 (RE) of Buhrmanns Plaats 332 IT	Gert Sibande	T16019/2015	Buhrmann Charlotte Elizabeth Magdalena	N/A

PP 
MR. S THOKA
DEPUTY DIRECTOR: TENURE REFORM IMPLEMENTATION
DATE: 25/02/2021.

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 205

12 March 2021



sport, arts & culture


Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA

DSAC OFFICIAL LANGUAGE POLICY

DSAC OFFICIAL LANGUAGE POLICY

AUTHORISATION AND EFFECTIVE DATE

Signed in PRETORIA on the 20 day of JANUARY, 2021.

DEPARTMENT	NAME OF REPRESENTATIVE	SIGNATURE
SPORT, ARTS AND CULTURE	<i>pp</i> DG: MR SV MKHIZE	

EFFECTIVE DATE: 20/01/2021

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10. Communication with members of the public whose language of choice is South African Sign Language
11. Publication of and access to this Policy
12. Complaints mechanism
13. Review of the Policy

1. Terms and definitions

Term	Definition
Act	The Use of Official Languages Act, 2012 (Act No. 12 of 2012)
Constitution	The Constitution of the Republic of South Africa, 1996
Department and DSAC	The Department of Sport, Arts and Culture
Director-General and DG	The Director-General of the Department of Sport, Arts and Culture
Minister	The Minister of Sport, Arts and Culture
Policy	The Language Policy of the Department of Sport, Arts and Culture
Regulations	The Regulations in terms of the Act
Republic	The Republic of South Africa
SASL	South African Sign Language

2. Legislative instruments

- 2.1 The Constitution of the Republic of South Africa, 1996
- 2.2 The Use of Official Languages Act, 2012 (Act No. 12 of 2012)
- 2.3 Regulations in terms of section 13 of the Act

3. Purpose and regulatory context of this Policy

- 3.1 This Policy is required by section 4 of the Act, as follows:
 - 3.1.1 section 4(1) provides that every national department, national public entity and national public enterprise must adopt a language policy on its use of the official languages; and
 - 3.1.2 section 4(2) provides that a language policy adopted in terms of subsection (1) must:
 - (a) identify at least three official languages that the national department, national public entity or national public enterprise will use for government purposes,

- (b) stipulate how the official languages will be used in effectively communicating with the public, official notices, government publications, and inter and intra-government communication,
- (c) describe how the national department, national public entity or national public enterprise will effectively communicate with members of the public whose language of choice is not one of its chosen official languages, or is South African Sign Language (SASL),
- (d) describe how members of the public can access the language policy, and
- (e) provide a complaints mechanism to enable members of the public to lodge complaints regarding the use of official languages by a national department, national public entity or national public enterprise.

4. Principles

4.1 The principles underpinning this Policy are:

- 4.1.1 commitment to the promotion of all official languages of the Republic in order to ensure constitutional language equity and language rights as required by a democratic dispensation;
- 4.1.2 recognition of multilingualism as a resource to maximize collaborative partnerships in nation building, economic development and social cohesion;
- 4.1.3 promotion of access to information to ensure efficient public service administration that meets the needs of the public and ensures equitable access to the services and information of DSAC;
- 4.1.4 prevention of the use of any language(s) for the purposes of exploitation, domination and discrimination within DSAC;
- 4.1.5 recognition of a community-based approach, i.e. a decentralised and participatory approach to language planning and policy implementation in which each government structure is given the power to identify its own working languages, as the most viable manner in which to promote multilingualism given South Africa's highly pluralistic society; and
- 4.1.6 supporting special redress programmes for previously marginalised official indigenous languages.

5. The work of DSAC**5.1 The work of DSAC includes:**

- 5.1.1 mainstreaming the role of sport, arts, culture and heritage in social and economic development;
- 5.1.2 developing, promoting and protecting the official languages of South Africa and enhancing the linguistic diversity of the country through policy formulation and implementation;
- 5.1.3 stimulating the development of opportunities in South African sport, arts and culture through mutually beneficial partnerships, and promoting our cultural heritage for socio-economic development; and
- 5.1.4 developing the archival and information resources of the country.

6. The DSAC Language Unit**6.1 The functions of the Language Unit will be to:**

- 6.1.1 advise the DG on the development, adoption and implementation of this Policy;
- 6.1.2 monitor and assess DSAC's compliance with this Policy;
- 6.1.3 promote parity of esteem and equitable treatment of the official languages of the Republic;
- 6.1.4 facilitate equitable access to information on the activities and services of DSAC.
- 6.1.5 submit a report to the Minister and the Pan South African Language Board annually as contemplated in clause 9(2) of the Act.

7. Official languages of DSAC

DSAC has adopted all 11 official languages of the Republic as its official languages for purposes of this Policy.

8. Use of official languages by DSAC

- 8.1 The following factors will be taken into account in determining which official languages DSAC will use in each context/situation:

8.1.1 Usage

8.1.2 Practicality

8.1.3 Expense

8.1.4 Regional circumstances

8.1.5 The balance of the needs and preferences of the public it serves.

8.2 As set out in the table below and subject to at least three languages being used at anytime.

DSAC Purpose	Language
Inter and intra-government communications	English
Communicating with members of the public (official written correspondence)	The official languages of the Republic, with due regard to the criteria outlined in clause 8.1 above
Communication with members of the public (oral communication)	The official languages of the Republic, with due regard to the criteria outlined in clause 8.1 above
Official publications intended for public distribution (notices on the website, advertisements, signage on buildings and forms)	The official languages of the Republic, with due regard to the criteria outlined in clause 8.1 above
Public hearings (Izimbizo) and other official proceedings	The official languages of the Republic, with due regard to the criteria outlined in clause 8.1 above
Communication with the hearing or sight impaired	The DSAC Language Unit will facilitate SASL interpretation and conversion into Braille or, alternatively, audio on request
International communication	English or the preferred language of the country concerned

9. Communication with members of the public whose language of choice is not one of the official languages of the Republic

9.1 A member of the public who wishes to communicate with DSAC in a language that is not one of the official languages must notify DSAC in writing.

9.2 Due consideration of the criteria outlined in 8.1 will be applied to every request.

9.3 DSAC will arrange for appropriate translation or interpreting within 20 working days of the date of the request having been received by DSAC.

10. Communication with members of the public whose language of choice is South African Sign Language

10.1 A member of the public who wishes to communicate with DSAC in SASL must notify DSAC in writing.

10.2 The DSAC will arrange for appropriate interpreting within 20 working days of the date of the request having been received by DSAC.

11. Publication of and access to this Policy

11.1 This Policy will be published in all the official languages of the Republic.

11.2 It will be available on DSAC's website (<https://www.dsac.gov.za>).

11.3 It will be available in Braille on request.

11.4 The Policy will be displayed at all DSAC offices in such a manner and place that it can be read by the public.

12. Complaints mechanism

12.1 Any person who is dissatisfied with a decision of DSAC regarding its use of official languages may lodge a complaint in writing to the DG.

12.2 Any complaint must be lodged:

12.2.1 in writing, and

12.2.2 within three months of the complaint arising.

12.3 Any complaint lodged must state the name, address, and contact information of the person lodging it.

12.4 Any complaint lodged must provide a full and detailed description of the complaint.

- 12.5 The DG may request a complainant to supply any additional information necessary to consider the complaint and to attend a meeting for the purpose of making an oral enquiry into the complaint.
- 12.6 The DG will consider the complaint and respond in writing, not later than two months after the complaint was lodged, informing the complainant of the decision.
- 12.7 If the complainant is dissatisfied with the decision of the DG, they may lodge an appeal to the Minister in writing, not later than two months after the dissatisfaction arose.

13. Review of Policy

This Policy will be reviewed whenever necessary but at least within 5 years.

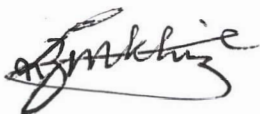
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 206

12 March 2021

MEDICAL SCHEMES ACT, 1998 (ACT NO. 131 OF 1998)**ADJUSTMENT TO FEES PAYABLE TO BROKERS**

The Minister of Health has, in terms of section 65 of the Medical Schemes Act, 1998 (Act No. 131 of 1998) ("the Act"), read with Regulation 28(2)(a) of the Regulations made in terms of the Act, as amended, determined R101.91 plus Value Added Tax (VAT) as an amount that is payable by medical schemes to brokers with effect from 1 January 2021.



DR ZWELINI LAWRENCE MKHIZE, MP
MINISTER OF HEALTH

DATE: 16/12/2020

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 207

12 March 2021

CUSTOMER NOTICE

**Mandatory Submission of Annual Financial Statements using iXBRL by entities using Generally Recognized Accounting Principles (GRAP), as from 01 October 2021**

On 1 July 2018, the CIPC mandated XBRL (eXtensible Business Reporting Language) as a digital technology standard for digital reporting of Annual Financial Statements (AFSs) based on International Financial Reporting Standards (IFRS).

However, as from 1 October 2020 the CIPC's XBRL taxonomy was updated to cater for submission of AFSs that were generated based on GRAP.

State Owned Companies and companies owned by municipalities who are subject to compliance with the Public Finance Management Act and Municipal Finance Management Act were notified that as from 1 October 2020 they needed to submit their AFSs in the XBRL format when filing their Annual Returns (ARs).

The period 1 October 2020 until 30 September 2021 was approved for filings by the above entities on a voluntary basis as part of change management.

However, from 1 October 2021, it will become mandatory for all these entities whose annual financial statements are developed following the GRAP standards to submit their AFSs in the XBRL format in compliance with the Companies Act, Act 71 of 2008 as amended.

The notice is therefore a reminder for GRAP reporting entities to take advantage of these voluntary phase by filing their AFS using iXBRL now because as from 01 October 2021, it will be mandatory for all these entities to file using iXBRL.

Yours faithfully

Adv. Rory Voller
Commissioner
2. February 2021

the dtic Campus (Block F - Entfufukweni), 77 Meintjies Street, Sunnyside, Pretoria | P O Box 429, Pretoria, 0001
Call Centre: 086 100 2472
Website: www.cipc.co.za

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

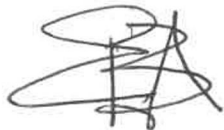
NO. 208

12 March 2021

CONTINUING EDUCATION AND TRAINING ACT, 2006 (ACT NO.16 OF 2006)**NATIONAL POLICY ON STUDENTS AND COMMUNITY SUPPORT SERVICES
FOR COMMUNITY EDUCATION AND TRAINING COLLEGES**

I, Bonginkosi Emmanuel Nzimande, Minister of Higher Education, Science and Innovation, hereby publish the *National Policy on Students and Community Support Services for Community Education and Training Colleges* in terms of section 41B of the Continuing Education and Training (CET) Act, 2006 (Act No.16 of 2006).

The *National Policy on Students and Community Support Services for Community Education and Training Colleges* is aimed at assisting CET colleges to establish and provide standardised and structured students and community support services that are relevant to the contextual needs of community education and training students.

**Dr BE Nzimande, MP****Minister of Higher Education and Training****Date:** 11/02/2021



**higher education
& training**

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

**NATIONAL POLICY ON STUDENTS AND COMMUNITY SUPPORT SERVICES FOR
COMMUNITY EDUCATION AND TRAINING COLLEGES**

National Policy on Students and Community Support Services for Community Education and Training Colleges

Department of Higher Education and Training
117-123 Francis Baard Street
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ACRONYMS AND ABBREVIATIONS

ABET	Adult Basic Education and Training
AET	Adult Education and Training
CBO	Community Based Organisation
CET	Community Education and Training
CLC	Community Learning Centre
DHET	Department of Higher Education and Training (referred to as the Department)
DOH	Department of Health
FBO	Faith Based Organisation
GETC	General Education and Training Certificate
ICT	Information and Communication Technology
LO	Life Orientation
LTSM	Learning and Teaching Support Material
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NASCA	National Senior Certificate for Adults
NCV	National Certificate Vocational
NDP	National Development Plan
NEET	Not in employment, education or training
NGO	Non-Governmental Organisation
NOLS	National Online Learning System
NPO	Not- for-Profit Organisation
NPPSET	National Plan for Post-School Education and Training
NSC	National Senior Certificate
NYDA	National Youth Development Agency
OECD	Organisation for Economic Co-operation and Development
OER	Open Educational Resources
PSET	Post-School Education and Training
RPL	Recognition of Prior Learning
SC	Senior Certificate
SCSS	Students and Community Support Services
SETA	Sector Education and Training Authority
TVET	Technical and Vocational Education and Training
WP- PSET	White Paper on Post-School Education and Training
WHO	World Health Organization
WIL	Work Integrated Learning
WPBL	Workplace Based Learning

DEFINITION OF TERMS

a) **Articulation**

The process of forming possibilities of connection between qualifications and /or part qualifications to allow for the vertical, lateral and diagonal movement of learners through the formal education and training system and its linkages with the world of work.

b) **Assistive devices**

Devices that assist people with disabilities in particular those with severe disabilities to enhance their quality of life by promoting independence.

c) **Barriers to learning**

Systematic and/or intrinsic difficulties that prevent students from effective learning.

d) **Career guidance**

Services and activities intended to assist individuals of any age and at any point of their lives, to make educational, training, and occupational choices and to manage their careers. Such services may be found in schools, universities, and colleges, in training institutions, in public employment services, in the workplace, in the voluntary or community sector and in the private sector.

e) **Community**

Community is defined as being located within and contributing to the local needs and development, building social agency and social cohesion.

f) **Completion rate**

The number of students who successfully complete a GETC: ABET Level 4 qualification in the academic year, expressed as a percentage of the number of students who were eligible to complete the GETC: ABET Level 4 qualification and wrote the examinations in that academic year.

g) **Disability**

Disability results from the interaction between persons with impairments and attitudinal and environmental barriers. People with disabilities as those persons who have long-term physical, mental, intellectual, neurological, psychological, or sensory impairments which in interaction with various barriers, may hinder their full and effective participation in society on an equal basis with others.

h) Life-long learning

Learning that takes place in all contexts in life - formally, non-formally and informally. It includes learning behaviors and obtaining knowledge; understanding; attitudes; values and competencies for personal growth, social and economic well-being, democratic citizenship, cultural identity, and employability.

i) Mode of provision

The method by which learning is taking place. This may include mediation of courses and programmes by single modes either by distance or contact-based methodologies, to dual and mixed-mode where courses and programmes are mediated by a range of distance, resource-based and contact-based methods, with the blend varying from context to context.

j) Open educational resources

Any educational resource (including curriculum maps, course materials, textbooks, streaming videos, multimedia applications, podcasts, and any other materials that have been designed for use in teaching and learning that are published under an open licence and are available for use without any accompanying need to pay royalties or licence fees. Openly licenced content can be produced in any medium: text, video, or computer-based multimedia.

k) Recognition of prior learning

The principles and processes through which the prior knowledge and skills of a person are made visible, mediated, and assessed for the purposes of alternative access and admission, recognition and certification, or further learning and development.

l) Student

Any person registered as a student at a college.

INTRODUCTION AND BACKGROUND

1. The establishment of Community Education and Training (CET) within the Department of Higher Education and Training (DHET) is the realization of the *White Paper on Post-School Education and Training (WP-PSET)*, 2013. CET colleges are a third institutional type geared to reflect a new thinking about community education and training in South Africa.
2. The *Report of the Task Team on Community Education and Training Centres (2013)* describes community education as education that is within and for the communities. Moreover, it is education that is seen to embrace the formal and the non-formal systems, seeking to mobilise all forms of education, especially the primary and secondary schools, into the service of the whole community. This then requires that people's experiences as well as their social interests that are generated within communities are taken into consideration.
3. This places CET colleges as a significant part of the country's educational landscape intended to serve communities by offering programmes, information, services, and learning opportunities that are responsive to community needs. CET colleges are designed to contribute to a differentiated Post-School Education and Training (PSET) system that is meant to accelerate, deliver, and accommodate the educational needs of many South Africans who are not accommodated by Universities and Technical and Vocational Education and Training (TVET) colleges.
4. The WP-PSET describes CET colleges as institutions that provide a training system designed to cater for the needs of millions of youth and adults who are not in employment, education or training (NEET). *The Quarterly Labour Force Survey (Quarter 1:2020)* shows that of the 7.1 million people that are unemployed, 54.8% of the unemployed have an educational level below matric, followed by 35.4% of those with matric. The total number of persons between the ages of 15-24 years who are not in employment, education or training increased from 33.2% in Q1:2019 to 34.1% in Q1: 2020. This marks the number of people that can be accommodated and supported within CET colleges.
5. The *data above* illustrate that there are millions of South Africans who can continue to benefit from the expansion and quality provision of CET college programmes and services. A report of the Director – General's Advisory Task Team: *The Ideal Institutional Model for Community Colleges in South Africa (2017)* indicates that CET

colleges are to contribute to finding solutions for the NEETs' challenge by offering support and training that relates to people's lives and helping them to discover options open to them and finding ways out of poverty and unemployment.

6. The development of the National Policy on Students and Community Support Services for Community Education and Training Colleges is in response to the *Report of the task team on Community Education and Training Centres (2013)* which points out numerous challenges that community education students are facing, namely :
 - 6.1 High drop-out rates;
 - 6.2 Poor access to markets and access to information;
 - 6.3 High unemployment and poverty;
 - 6.4 Alcohol and drug abuse;
 - 6.5 Crime;
 - 6.6 Suicide amongst the youth;
 - 6.7 Teenage pregnancy and child abuse;
 - 6.8 Health issues; and
 - 6.9 Boredom.
7. The report recommends that community education programmes and support services provided by CET colleges must be locally orientated and informed by these contextual realities.
8. *The Post-School education and training monitor: Macro-Indicator Trends (2019)* indicates that the General Education and Training Certificate (GETC): Adult Basic Education and Training (ABET) completion rates were below 50% for the period 2010-2016 and by 2016 had dropped to 35.9%. The completion rate for females was 36.9% and 31.9% for males. This marks an academic challenge that requires inputs and various forms of support, including learning and teaching support intervention programmes for students.
9. The Statistics South Africa *Community Survey: Profiling Socio-Economic status and living arrangements of persons with disabilities in South Africa (2006)* indicates that education attainment indicators are worse for people with disabilities. At least less than 0.1 % completed a certificate while those who completed grade 12 are less than 0.5%. This reduces the number of people with disabilities who can enter into higher education. Research by Garrison-Wade (2012) indicates that there are still significant access and retention barriers within higher education institutions. Students with

disabilities still experience a number of barriers. This necessitates inclusive support programmes that must accommodate people with barriers to learning within CET colleges.

10. Research conducted by Cooper (2007); Zivin, Eisenberg, Gollust and Golberstein (2009) and Tait (2014) indicate that a myriad of factors contribute to student attrition and non-completion of college studies. These factors include students who come from families who suffer from a range of financial constraints; students who struggle with competing priorities such as college, family, and work; mental health problems; time pressure; lack of self-management; family problems; logistics and support and academic challenges. CET college students are also not immune to such challenges. Relevant support programmes must be in place to address these challenges within CET colleges.
11. The *World Health Organisation (WHO) (2018)* report indicates that South Africa has the third highest burden of disease. Social ills affecting South African communities in general cannot be overlooked as CET colleges are located within communities affected by social ills. CET colleges must therefore be an integral part in prevention and support programmes in synergy with relevant community stakeholders.
12. The report of the *Director-General's Advisory Task Team on Community Education and Training : The Ideal Institutional Model for Community Colleges in South Africa (2017)* recommends community colleges to offer strong support and advice on programmes and learning options related to career possibilities, employment, information on community issues, work experience, labour market and placement agencies, financial aid and academic support.
13. The *Ministerial Committee Report on post-compulsory and post-schooling provision in South Africa (2009)* points out that youth and adults experience an impediment in terms of not knowing how to navigate the educational system due to lack of career information and guidance. The lack of information makes it difficult for youth and adults in communities to make decisions with regards to work and opportunities for progressing to further learning. The report recommends urgent attention in the following areas:
 - 13.1 Student recruitment and retention;
 - 13.2 Counseling and guidance;
 - 13.3 Orientation;

- 13.4 Extracurricular activities;
 - 13.5 Financial aid information;
 - 13.6 Articulation; and
 - 13.7 Linking with placement agencies.
14. *The Report of the Task Team on Community Education and Training Centres (2013)* locates the sphere of adult and youth education in communities with strong varied links with local Non-Governmental Organisations (NGOs), Community Based Organisations (CBOs), local government, local economy and labour markets. The students and community support services interventions must therefore be provided in synergy with these organisations.
15. A research study by Mutula (2016) reiterates that community learning centres (CLCs) cannot operate in isolation, but as part of the community. CET colleges must establish centre-community relations in order to enhance their efficiency and for the community to benefit reciprocally.
16. Proposal seven (7) of the *Community Education and Training College System: National Plan for the Implementation of the White Paper for Post-School Education and Training System 2019-2030 (2019)* refers: "Developing steering mechanisms to regulate and support appropriate provision of community education and training programmes. The development of a *National Policy on Students and Community Support Services for Community Education and Training Colleges* is therefore one of the targets within proposal seven (7) that alludes to the provision of appropriate academic, psycho-social support, career advice and guidance and provision of support for entry into self-employment initiatives and cooperatives through establishing linkages with entrepreneurship hubs and employment creation initiatives.

RATIONALE

17. The *White Paper for Post-School Education and Training* indicates that community colleges must ensure that the kind of education and training provided in CET colleges is of good quality and enables its recipients to make significant progress in learning, teaching and development. This requires that CET colleges create an enabling institutional environment that supports community education students to actively participate in learning programmes and their success.
18. The current provision of students and community support services in CET colleges remains inconsistent, inadequate, and fragmented. CET colleges are lagging behind

in the provision of differentiated and structured support services for students and the community while a majority of the students are underprepared, and the overall quality of teaching and learning is poor. This contributes to poor student retention and completion rates of CET students.

19. In addressing the identified student challenges as identified by *the Report of the Task Team on Community Education and Training Centres (2013)* and the mandate carried from the *WP-PSET*, the *National Policy on Students and Community Support Services for Community Education and Training Colleges* in synergy with other Departmental policies, proposes multi-pronged students and community support interventions that must be integrated into the organisational culture, curriculum, and pedagogy.

PURPOSE OF POLICY

20. The *National Policy on Students and Community Support Services for Community Education and Training Colleges* is developed to guide and assist CET colleges to establish and provide standardised and structured students and community support services that are relevant to the contextual needs of community education and training students.

DEFINITION OF STUDENTS AND COMMUNITY SUPPORT SERVICES

21. In the context of CET, students and community support services refers to the provision of multi-pronged college support services required by the students and the community. The services include college entry support to enable access into college programmes; teaching, learning, development, and wellness support aimed at improving student retention, student success, and wellbeing; inclusive support to enable access and support of students with disabilities and community linkages and exit support aimed at supporting student's active participation in the life of the centre, preparing them for articulation, employability, and entrepreneurship. Support services are rendered in partnership with NGOs, FBOs and NPOs who are already facilitating some of the support in communities.

LEGISLATION AND POLICY CONTEXT

22. The *National Policy on Students and Community Support Services for Community Education and Training Colleges* must be read in conjunction with the following legislation and policies:

Constitution of the Republic of South Africa

22.1. The *Constitution of the Republic of South Africa, 1996* indicates that everyone has the right:

- a) to basic education, including adult basic education; and
- b) to further education, which the state, through reasonable measures, must make progressively available and accessible.

22.2. It further affirms the democratic values of human dignity, equality, and freedom. It stipulates the unlawfulness of all forms of discrimination which include discrimination based on race, gender, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language, and birth. In the context of the CET College system, colleges must strive to provide support and programmes that are in line with the Constitution and eliminate all forms of discrimination.

Continuing Education and Training Act

22.3. The directive principles of the *Continuing Education and Training Act, 2006 (Act No. 16 of 2006)* specifies that further education and training systems should contribute to the full personal development of each student, and to the moral, social, cultural, political and economic development of the nation at large, including advancement of democracy, human rights and the peaceful resolution of disputes. As such, students and community support services must provide services that will contribute to their full personal development.

Protection of Personal Information Act

22.4. The *Protection of Personal Information Act, 2013 (Act No. 4 of 2013)* describes the importance of handling personal information with caution. It is aimed at ensuring that South African institutions conduct themselves in a responsible manner when collecting, processing, storing and sharing personal information. In line with the *Protection of Personal Information Act*, this policy supports the protection of personal information when dealing with student records unless otherwise there are consent agreements relating to support to be provided.

Disaster Management Act

22.5. The *Disaster Management Act, 2002 (Act No. 57 of 2002)* indicates that each organ of state indicated in the National Disaster Management Framework must prepare a disaster management plan setting out the way in which the concept

and principles of disaster management are to be applied in its functional area. Accordingly, CET colleges under the guidance and administration of the Department of Higher Education and Training shall adhere to the disaster management plans as set out by the Department.

White Paper for Post-School Education and Training

- 22.6. The *White Paper on Post-School Education and Training (2013)* indicates that as community colleges develop, it is essential that they develop learner support services focusing on areas such as career and programme advice, counselling and guidance, orientation, extra-curricular activities, financial aid, labour market information, community information and links with placement agencies. This will be done with relevant agencies in contact points of community colleges.

National Policy on Community Education and Training

- 22.7. The *National Policy on Community Education and Training (2015)* puts forth principles that guide the establishment and operations of community education colleges. As such, the operations of students and community support services shall be governed by the principles of the *National Policy on Community Education and Training*.

White Paper 6 on Special Needs Education: Building an Inclusive Education and Training System

- 22.8. *White Paper 6 on Special Needs Education: Building an Inclusive Education and Training System (2001)* makes provision for the inclusion of learners with barriers to learning in the mainstream classroom. It advocates for equal educational access and this has implications for teaching and learning activities. As such, CET colleges must make provision for the inclusion of students with disabilities in teaching and learning and extra-curricular activities.

National Youth Policy 2020

- 22.9. The *National Youth Policy 2020* highlights interventions that are proposed to promote optimal development of young people as individuals as well as members of the South African Society. The policy makes proposals that promote youth employment, work exposure, entrepreneurship, rural development, education, guidance, health and inclusion of youth, including those with disabilities. The policy directs government departments, including

the Department of Higher Education and Training to partake in the implementation of the policy.

Recognition of Prior Learning Coordination Policy

22.10. The *Recognition of Prior Learning Coordination Policy, 2016* describes the importance of recognizing previous knowledge, skills and competencies recognized towards access, mobility, and career paths. Moreover, it seeks to accelerate the redress of unfair discrimination in education, training, and employment opportunities. As such, this policy recognizes the importance of recognition of prior learning as part of relevant community support. Recognition of learning in the area of students and community support service must be applied through college selection and placement processes that will determine the placement of students into appropriate programmes.

National Policy for an Integrated Career Development System for South Africa

22.11. The *National Policy for an Integrated Career Development System for South Africa, 2017* indicates that career development services must be provided to individuals across their life span. Career development is necessary to facilitate informed learning pathways and subject choices. Career development services should be an integral part of in-service and adult learning programmes and should be seen as key in preventing unemployment, particularly long-term unemployment. CET colleges should therefore enable career development services for the benefit of students and communities where colleges are located.

National Policy on Learning and Teaching Support Materials

22.12. The *National Policy on Learning and Teaching Support Materials, 2016* indicates that every student and lecturer must access the minimum set of core materials required to implement formal, skills and non-formal programmes. As such, CET colleges must ensure timely provision of appropriate teaching and learning materials to meet the requirements of specific formal, skills, and non-formal programmes.

National Policy for the Monitoring and Evaluation of Community Education and Training Colleges

22.13. The *National Policy for the Monitoring and Evaluation of Community Education and Training Colleges, 2016* guides the education, training, and development

cluster of the CET system to monitor and evaluate teaching and learning management. As such, colleges must ensure that support provided to students is of good quality and there must be regular and on-going monitoring and evaluation of support programmes by colleges and regional offices.

National Strategy on Partnerships within Community Education and Training

22.14. The *National Strategy on Partnerships within Community Education and Training, 2016* provides guidance on the collaborative initiatives that colleges must have with various state organs. Colleges are directed to form strategic partnerships that will contribute and assist in building capacity within. Partnerships must be with local business, Faith Based Organisations (FBOs), NGOs, Sector Education and Training Authorities (SETAs), Universities, TVET colleges and existing public and private institutions in the areas of work integrated learning, job placement, health and wellness, disability support, academic support, extra-curricular and financial aid.

Strategic Policy Framework on Disability for the Post School Education and Training System

22.15. The *Strategic Policy Framework on Disability for the Post School Education and Training System (2018)* indicates that teaching and learning practices as well as the pedagogical curricula design should reflect the context of social inclusion in institutions. In line with the framework, CET colleges must provide services that will cater for the needs of students with disabilities by providing them with support upon entry and during teaching and learning so that they are fully included in college programmes.

Policy Framework for the Realisation of Social Inclusion in Post-School Education and Training Institutions

22.16. The *Policy Framework for the Realisation of Social Inclusion in Post-School Education and Training Institutions (2016)* locates the entire PSET system within the universal human rights discourse. The framework promotes social inclusion as a concept that embraces the entire humanity and cuts across all factors that divide human beings. CET colleges must therefore enable a teaching and learning environment that is inclusive of all people.

Policy Framework to Address Gender-Based Violence in the Post-School Education and Training System

22.17. The *Policy Framework to Address Gender-Based Violence in the Post-School Education and Training System (2020)* addresses all forms of gender-based violence, including sexualised violence and harassment. It sets out an intent by the Department to curb the scourge of gender related violence within all post-school institutions. In support of the framework, CET colleges are therefore encouraged to create an enabling environment to prevent and curb the incidences of gender-based violence.

Open Learning Policy Framework for Post-School Education and Training

22.18. The *Open Learning Policy Framework for Post-School Education and Training (2017)* advocates for post-school institutions to adopt open learning practices and approaches as one of the ways of widening access to affordable and quality learning opportunities. Looking at the CET context, such opportunities will create an enabling environment to meet the differentiated needs of students. CET colleges are therefore encouraged to work on strategies that will introduce this mode of teaching and learning delivery.

National Plan for Post-School Education and Training

22.19. The *National Plan for Post-School Education and Training (NPPSET)* provides guidance on the establishment of community colleges and how to strengthen them to serve the needs of many people that require post-school education and skills development opportunities. The plan indicates that student support services are necessary to promote student success. CET colleges must therefore have student support services programmes that offer appropriate academic and psycho-social support as required by the students.

CET College System: National Plan for the Implementation of the WP-PSET System 2019-2030

22.20. The *Community Education and Training College System: National Plan for the Implementation of the White Paper for Post-School Education and Training System 2019-2030 (2019)* maps out a strategic policy direction that CET colleges must follow. It highlights the development of the students and community support services policy as one of the steering mechanisms to regulate and support appropriate provision of community education and training programmes. Students and community support services must therefore

ensure the provision of appropriate academic, psycho-social support, career advice and guidance and provision of support for entry into self-employment initiatives and cooperatives through establishing linkages with entrepreneurship hubs and employment creation initiatives.

Norms and Standards for Funding Community Education and Training Colleges

22.21. Paragraph 77 of the *Norms and Standards for Funding Community Education and Training Colleges* indicates that Student Support Services must be funded on the basis of full-time equivalents as state funded programmes. This cover must cover academic and social support. Poor students need more support particularly in the case of rural areas. As such, colleges must make provisions for such support in line with the *Norms and Standards for Funding Community Education and Training Colleges*.

National Development Plan, 2030

22.22. The *National Development Plan, 2030* advocates a strong relationship between the college sector and the industry in order to improve the quality of training in colleges, including relevance and responsiveness to community needs. This is aimed at quick absorption of college graduates into jobs. Industry is envisaged to provide practical training. Colleges are therefore encouraged to work with industry to prepare students for work integrated learning (WIL) thus increasing chances for employment of youth and adults in communities.

PRINCIPLES UNDERPINNING THE NATIONAL POLICY ON STUDENTS AND COMMUNITY SUPPORT SERVICES FOR CET COLLEGES

23. The development of the *National Policy on Students and Community Support Services for Community Education and Training Colleges* is based on principles put forth by the *National Policy on Community Education and Training, 2015*. Accordingly, the following principles underpin the establishment of this policy:

- 23.1. Expansion of access to education and training to all youth and adults, especially those who have limited opportunities for structured learning, including learners with disabilities;
- 23.2. Diversification and transformation of institutions that promote the goals and objectives of a progressive socio-economic agenda;
- 23.3. Provision of good quality formal and non-formal education and training programmes;

- 23.4. Provision of vocational training that prepares people for participation in both the formal and informal economy;
- 23.5. Close partnerships with local communities, including local government, civil society organizations, employers' and workers' organizations and alignment of programmes with their needs,
- 23.6. Partnerships with government's community development projects;
- 23.7. Local community participation in governance; and
- 23.8. Collaboration and articulation with other sections of the post-school education system.

SCOPE AND APPLICATION

- 24. This policy is applicable to all CET colleges as established by the Minister in terms of the *Continuing Education and Training Act, 2006 (Act No.16 of 2006)*. This includes CLCs and Satellite Learning Centres in terms of *Government Gazette No.43654 of 26 August 2020*.

CET COLLEGE STUDENTS AND COMMUNITY SUPPORT SERVICES MODEL

- 25. The *National Plan for Post-School Education and Training indicates* that colleges must offer appropriate academic and psycho-social support, as required by the students. Academic and psycho-social support must improve retention and success of CET students. In alignment with the *NPPSET*, the *National Policy on Students and Community Support Services for Community Education and Training Colleges* advocates for a student-community centred and multi-pronged provision of structured support to CET students.
- 26. Support offered must be differentiated and meet the unique needs of CET students. Upon entry, colleges must adequately profile the individual needs of each student, provide career guidance and counselling, assist with recognition of prior learning and ensure that differentiated, diverse and blended support interventions are in place.
- 27. Student and community support services interventions, through college staff and external stakeholders must integrate various dimensions, i.e., personal, intellectual, social, emotional, physical, environmental, entrepreneurial, and occupational dimensions. Commitment in all these areas is required for optimum balance in learning and development of CET students.

28. Whereas some students and community support programmes can be provided in groups, it should be noted that not all interventions should be provided using a blanket approach as students' needs may not all be the same. Support provided must be differentiated. The following elements should then be considered when colleges provide support:
- 28.1. Identity: A student has the opportunity to interact with students and community support services personnel on a one-to-one basis;
 - 28.2. Individualization: The interaction with personnel is individualized, based on the specific needs and goals; and
 - 28.3. Interpersonal interaction: The interaction is mutual and reciprocal, with learning and performance as goals rather than simply information delivery.
29. As outlined in paragraphs 6, 7 and 13, CET colleges must provide strong support and advice programmes to students. CET colleges must provide support to students in four equally important core areas underpinned by partnerships, namely:
- 29.1. College entry support;
 - 29.2. Learning, training, development, and wellness support;
 - 29.3. Inclusive support; and
 - 29.4. Community, linkages and exit support

COLLEGE ENTRY SUPPORT

30. Strategic Objective 1 of the *CET College System National Plan for the implementation of the WP-PSET system 2019-2030: to increase access by adults and youth to community education and training programmes* requires CET colleges to have college entry support interventions that will enable and promote access of youth and adults. In line with the NPPSET, CET colleges must enable and promote access through the provision of various services and resources. Colleges must develop enabling college entry policies and procedures.
31. Upon entry, CET colleges must inform community members about a range of programmes and qualifications that are offered. Colleges must advise on formal and non- formal programmes, duration, and articulation pathways upon completion. Career advice must be made available through the support of Regional Offices and the DHET's Career Development Services. As part of college entry support, colleges must also provide the following services:

- 31.1. Conduct student profiling (obtaining detailed information about students, including academic history, any barriers to learning, disability and support needed by the students);
- 31.2. Administer placement tests to enable correct placement of students into different AET levels;
- 31.3. Provide assistance with recognition of prior learning (RPL);
- 31.4. Facilitate student induction and orientation at the beginning of the year;
- 31.5. Introduce students into college policies and procedures such as the student code of conduct, attendance and punctuality, discipline, examination and assessment policies; and
- 31.6. Provide available financial aid information

LEARNING, TRAINING, DEVELOPMENT AND WELLNESS SUPPORT

32. Section 3.2.4 of WP-PSET indicates that it is crucial that the education and training provided in community colleges is of good quality and enables its recipients to make significant progress in learning, training, and development. Strategic objective 2 of the *CET College System National Plan for the Implementation of the WP-PSET System 2019-2030* refers: "Improve youth and adults' success in education and training programmes". This indicates a need for a gradual increase of student completion rates by CET colleges.
33. The *CET College System National Plan for the Implementation of the WP-PSET system 2019 -2030* projects a student completion rate of 78% by 2030. This requires appropriate academic support interventions by colleges. Through Academic Boards, CET colleges will establish student learning, training and development support committees that will plan and support academic support interventions for the college.

Proposed Learning, Training and Development Support Interventions

34. The *Report of the Task Team on Community Education and Training Centres (2013)*, makes a recommendation for CET colleges to apply more flexible modes of provision and delivery to accommodate the needs of students as some students cannot attend face –to-face class lessons due to various reasons. This then requires CET colleges to make provision for mixed and blended teaching and learning options, including support services.

35. The *Open Learning Policy Framework for Post-School Education and Training (2017)* indicates that the Department advocates for post-school institutions that provide adequate student support when addressing open learning and distance learning methodologies. The Department envisions its institutions to provide student support services that are anticipated to create an enabling environment that provides educational, administrative, logistical, access to digital and online learning materials, National Online Learning System (NOLS) as well as library services. Such services are to benefit all students in CLCs and Satellite centres.
36. The provision of timeous and appropriate learning, teaching and support materials (LTSM) and a variety of learning, training and development support interventions is necessary to achieve desirable learning outcomes within the CET environment. *The National Policy on Learning and Teaching Support Materials* highlights that students and lecturers must be provided with quality LTSM to comply with the curricular needs of the college.
37. The following interventions are recommended to provide learning, training, and development support to CET students.
- 37.1. Basic literacy skills programmes, including braille and sign language;
 - 37.2. Provision of access to internet connectivity;
 - 37.3. Access to the NOLS to enable learning support;
 - 37.4. Provision of additional resource materials to supplement prescribed textbooks;
 - 37.5. Access to online and Open Educational Resources (OER) to enhance and stimulate learning;
 - 37.6. Structured peer study groups ;
 - 37.7. Group messaging systems to update students on learning and college related matters;
 - 37.8. In-class peer mentor support programme (to be led by best performing students);
 - 37.9. Revision classes and catch-up programmes;
 - 37.10. Workshops on study skills, preparing for examinations and time management;
 - 37.11. Access to community library services and study areas;
 - 37.12. Use of a variety of learning, teaching and development methodologies by lecturers;
 - 37.13. Provision of well-structured feedback by lecturers on marked assignments;
 - 37.14. Remedial teaching to support developmental areas;

- 37.15. Collaborative- teaching by lecturers to enhance learning;
 - 37.16. Reading, writing, spelling and poetry clubs;
 - 37.17. Monitoring of students with slow academic progression;
 - 37.18. Motivation sessions; and
 - 37.19. Provision of short life skills programme .
38. To aid in the provision of relevant learning, teaching and development support interventions, in the event of disaster, consideration by the Department and CET colleges must be made to provide and negotiate for access into relevant ICT infrastructure and other necessities as may be deem appropriate.

Monitoring of student attendance, punctuality, and progress

39. CET colleges must monitor student's attendance and punctuality as classes and sessions missed may have a negative impact on the success of various support interventions. Colleges must develop their own attendance and punctuality policies. Lecturing staff must identify repeated absenteeism that is not accompanied by formal documentation that explains absence. One-on-one sessions with the affected students must be organised so that early intervention strategies are developed in partnership with the students.
40. A student tracking mechanism must be established by colleges to monitor student activity such as attendance and academic progress. Students with attendance problems and or slow academic progress must then be identified and referred for necessary teaching, learning and development support interventions.

Wellness Support

41. In line with the *National Youth Policy 2020*, CET colleges must work in partnership with other government departments and NGOs to support healthy lifestyles, sports and extra-curricular activities. CET colleges must have structured and coordinated health and wellness and extra-curricular programmes.
42. CET colleges, through partnerships with NGOs, FBOs and NPOs must offer appropriate psycho-social support as required by the students. CET colleges must establish a referral system with relevant NGOs, FBOs, NPOs and relevant government departments that are already providing the service to the community.

43. Section 3.6 of the *Policy Framework to Address Gender-Based Violence in the Post-School Education and Training System* highlights policy actions emanating from its strategic objectives. In line with these objectives, CET colleges are encouraged to create an enabling environment that advocates for the prevention of gender-based violence in colleges. Colleges must therefore develop their own policies addressing gender-based violence.
44. CET colleges must put in place health and wellness committees that will coordinate health and wellness programmes as well as gender-based violence prevention programmes that will educate and raise awareness amongst students and staff.
45. In partnership with relevant stakeholders, CET colleges must coordinate the following student wellness and support interventions:
 - 45.1. Access to multiple forms of counselling and support;
 - 45.2. Referrals for individual and group counselling support;
 - 45.3. Counselling support for victims of gender-based violence;
 - 45.4. Health, wellness, and development programmes for youth and adults;
 - 45.5. Hunger alleviation programmes in synergy with various NGOs, FBOs, retail industry and relevant government departments and
 - 45.6. Extra-curricular activities.

Special support programmes in the event of disaster

46. The awakening of natural disasters and unplanned risks such as pandemics, floods, fire, and earthquakes as will be declared according to the *Disaster Management Act, 2002 (Act No. 57 of 2002)* may disrupt normal and traditional modes of teaching and learning delivery. In realisation that CET colleges may not be immune to such risks, special support programmes must be put in place to alleviate the impact of unforeseen catastrophes on normal teaching and learning.
47. Paragraph 34 above makes a recommendation for CET colleges to apply more flexible modes of provision and delivery. In the event of disaster and where students are unable to attend face-to-face class lessons, colleges must capitalize on the use of alternative, feasible and flexible teaching, and learning modes.
48. In response to unplanned natural catastrophes that may hinder normal teaching and learning support, the Department, CET colleges and regional offices must establish special support committees in line with the directives of the *Disaster Management*

Act, 2002 (Act No. 57 of 2002). They will plan and coordinate support programmes during the time of the unforeseen disaster.

49. The Department, regional offices and colleges shall make necessary arrangements to enable students to have access to the planned support interventions. The Department shall provide guidance on available support structures from the government or any other relevant stakeholders.

INCLUSIVE SUPPORT

50. DHET institutions, including CET colleges are mandated to embrace inclusion of all types of students in all college academic and extra-curricular activities. CET colleges must therefore eliminate all forms of discrimination and promote the inclusion of all students in college activities.
51. In partnership with the DHET, Planning Branch: Social Inclusion and Equity Directorate and other relevant stakeholders, CET colleges must facilitate social inclusion advocacy and awareness workshops that will raise awareness about social inclusion amongst staff and students.
52. CET colleges must create a conducive and an enabling teaching and learning environment that promote access and eliminate barriers that prevent youth and adults with disabilities from participating in CET college programmes. Colleges must provide programmes and services that promote diversity and integration during teaching and learning and in extra-curricular activities.
53. CET colleges may establish Disability Rights Sub-Units within students and community support services on the basis that there is adequate funding, infrastructure, and relevant resources, inclusive of trained personnel. This is in acknowledgement that this will be a gradual process. The Disability Rights sub-units within SCSS must act as facilitators of inclusion and as catalyst for change within CET colleges.

Early Identification of students with disabilities

54. CET colleges must have a system to identify students with disabilities. Students with disabilities must be encouraged to disclose their inclusive support needs upon registration so that colleges can plan for timeous and relevant support interventions.

Universal Design

55. CET colleges must provide differentiated support services that are relevant to the needs of all students such as disability, age, gender, language, etc. College Academic Boards in synergy with students and community support services and relevant college stakeholders must develop strategies of accommodating students who are vulnerable and students with disabilities within existing college programmes and activities.
56. The curriculum must be made accessible to all students by providing learning materials that accommodate the needs of all students, including students with disabilities. CET colleges must plan for sustainable resources, assets and infrastructure that will accommodate various kinds of identified disabilities.

Assistive Technology

57. Assistive technology is necessary to enable and to enhance a conducive teaching and learning environment for students with disabilities. CET colleges must ensure that there is assistive technology to enable and enhance a conducive teaching and learning environment that accommodates students with disabilities.
58. In line with the *Norms and Standards for Funding Community Education and Training Colleges*, students with inclusive support needs must be catered for and funded by adding an additional weight in the funding formula. This means extra funding for students with inclusive support needs in a particular programme. The weighting must match the actual resources, support required and evidence that assistance is actually provided, and that extra staff are employed.

Concessions

59. Concessions related to disabilities of reading, basic spelling, writing and mathematical disorder may be granted in accordance with *White Paper 6 on Special Needs Education: Building an Inclusive Education and Training System, 2001*.
60. Students with disabilities must provide necessary supporting documentation such as medical reports to aid in applying for concessions on time. Applications for concessions must be evaluated by examination and assessment structures responsible for students with disabilities in CET colleges.
61. Based on assessments and approval from examination and assessment structures, support of students with disabilities may include any of the following interventions:

- 61.1. Academic concessions (amanuenses/scribes, extra time and enlarged fonts);
 - 61.2. Orientation and mobility into the college environment;
 - 61.3. Independence training;
 - 61.4. Assistive devices and human support;
 - 61.5. Availability of LTSM in other accessible formats;
 - 61.6. Individual attention;
 - 61.7. Counselling and support;
 - 61.8. Skills development;
 - 61.9. Assistance with employment;
 - 61.10. Assistance with articulation;
 - 61.11. Exposure to business opportunities and
 - 61.12. Referrals to specialist organisations.
62. CET lecturers and administration staff will require adequate training on managing an inclusive classroom, making arrangements for accessible learning materials that are in appropriate formats, the usage of assistive devices and software and teaching for diversity.

COMMUNITY, LINKAGES AND EXIT SUPPORT

63. Community, linkages and exit support is critical to the evaluation of the success of CET college programmes, students and community support services as well as functional college-community systems. In line with the *National Strategy on Partnerships within Community Education and Training*, colleges must form collaborative initiatives with various community and state organs in order to be successful.
64. The capacity of colleges must be strengthened in order to enhance the support system that must be provided through CET colleges. The *NPPSET* indicates that CET colleges must serve as community information hubs and offer career advice, employment services, provide support for entry into self-employment initiatives and cooperatives through linkages and partnerships.
65. Colleges must therefore formalise partnerships with college stakeholders through Memorandum of Agreements (MOA) and Memorandum of Understanding (MOU) for apprenticeship, Workplace Based Learning (WPBL), job placement opportunities, articulation, wellness, disability support and small business development initiatives and cooperatives. Agreements must be based on available resources that are budgeted for by both parties.

66. In line with the *Report of the Task Team on Community Education and Training Centres (2013)*, community colleges must promote and increase the levels of community involvement and participation in educational programmes. Students, as the important link with communities should be involved in the functioning of the college as key stakeholders and as community members. Reciprocally, colleges must also form linkages with communities through college planned community participation initiatives.
67. CET colleges in partnership with relevant stakeholders must carry out a variety of activities and programmes to promote success of CET students and community linkages, namely:
- 67.1. Create and maintain a database of college and community stakeholders;
 - 67.2. Facilitate dialogues with communities to promote their participation in college programmes;
 - 67.3. Provide college information to communities;
 - 67.4. Provide information on community development initiatives to students;
 - 67.5. Provide career guidance and articulation information to college communities;
 - 67.6. Provide assistance with RPL;
 - 67.7. Provide labour market information;
 - 67.8. Facilitate work readiness workshops for students;
 - 67.9. Assist community members to access a database of employers;
 - 67.10. Link communities with job placement agencies and employer organisations;
 - 67.11. Facilitate juvenile offender rehabilitation and community reintegration programmes (e.g., courses for ex-offenders and drug addicts) in partnership with the Department of Justice and Correctional Services;
 - 67.12. Coordinate college-community outreach programmes for people with special learning needs;
 - 67.13. Coordinate college open days, including for disabled people organisations and
 - 67.14. Develop student tracking mechanisms and alumni database to keep track of students that have exited the college.
68. Students and community members must be given information on where, when, how and who will assist them to access such services as not all CET colleges may be equipped for the provision of some of the services on site and moreover some may not be able to provide services to the community throughout the day. Where a college may not be able to provide such services, then a referral system must be in place.

CAPACITY BUILDING

69. The effective implementation and provision of students and community support services will require training of CET lecturers, students and community support services staff as well as regional officials.
70. The Department and CET colleges must plan for capacity building programmes for both administrative and lecturing staff on students and community support services and transformational priorities of the Department. These include, but not limited to inclusive education, upgrading skills of educators to enable them to facilitate learning of intergenerational groups, gender mainstreaming and utilization of enabling teaching methodologies, such as the use of NOLS and OERs.
71. Training of staff may be in a form of workshops and or formal qualifications. CET colleges and the Department will make a determination on the relevant stakeholders that will provide the necessary trainings. Regular in-house trainings are also encouraged.

STRUCTURES FOR STUDENTS AND COMMUNITY SUPPORT SERVICES

72. As a new component within the CET college system, interim students and community support services units must be established at all CET colleges. Colleges must identify and train dedicated lecturers to perform students and community support services duties.
73. Dedicated lecturing staff must perform the following duties:
 - 73.1. Planning and managing of overall students and community support functions;
 - 73.2. Coordinating college entry support functions;
 - 73.3. Coordinating learning, training, development, and wellness support interventions;
 - 73.4. Coordinating inclusive support initiatives for students with barriers to learning;
 - 73.5. Coordinating community, linkages and exit support initiatives; and
 - 73.6. Providing information on services provided to students and the community.
74. The process of appointing full time staff members at Community Learning Centre and Satellite Centre levels, with coordination and support from the college will be determined by the Department.

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75. Any other lecturer from the college must work in synergy with students and community support structures to identify and refer students in need of support interventions. A student referral system must be established by the college.
76. The Department, through its regional offices must build mechanisms of supporting, coordinating and sharing best practices across colleges.

RESOURCING STUDENTS AND COMMUNITY SUPPORT SERVICES

77. Colleges must avail and negotiate for relevant resources to enable proactive and vibrant students and community support services. Resources may include, but not limited to, adequate provision of learning and teaching support materials, access to internet connectivity, access to library services, study areas, counselling rooms, ICT facilities, smart boards, assistive technology, audio visual equipment, photocopying and printing facilities, extra mural activity facilities and sporting kits.
78. Colleges must work in partnership with other PSET institutions, government departments, municipalities, NGOs, Agencies and FBO's for access and provision of some of the above-mentioned resources.

FUNDING OF STUDENTS AND COMMUNITY SUPPORT SERVICES

79. Funding of students and community support services must be in accordance with the provisions of the *Norms and Standards for Funding Community Education and Training Colleges*.
80. *The Norms and Standards for Funding Community Education and Training Colleges* make provision for students with inclusive support needs.
81. The Department, regional offices and colleges may source additional funding from outside of government to enable the provision of relevant students and community support services.

ADVOCACY AND COMMUNICATION STRATEGY

82. There is a need to communicate the envisaged change espoused by the policy, to gain acceptance and to institutionalise students and community support services in all CET colleges. The *National Policy on Students and Community Support Services for CET colleges* requires adequate advocacy and communication amongst all CET

stakeholders such as regional office staff, CET college staff, students, and all relevant college stakeholders.

83. Students and community support services will be part of engagements in the appropriate forums established by the Department and colleges.

MONITORING AND EVALUATION

84. This policy takes into account that community colleges will offer a wide variety of students and community support services, therefore there is a need to monitor and evaluate if the needs of the students are met. In accordance to *the National Policy for the Monitoring and Evaluation of Community Education and Training Colleges, 2016*, DHET in conjunction with CET Regional office will develop monitoring and evaluation tools based on community education and democratic learning principles. Monitoring and evaluation tools will include:

- 84.1. Teaching and Learning Support Monitoring Tool;
- 84.2. Student Satisfaction Surveys and
- 84.3. Any other monitoring and evaluation tools as may be required.

85. Key elements that will be monitored and evaluated are:

- 85.1. College entry support;
- 85.2. Learning, training, development, and wellness support;
- 85.3. Inclusive support and
- 85.4. Community, linkages and exit support.

86. Colleges must submit quarterly monitoring and evaluation reports through Regional offices. Reports must comply with the monitoring and evaluation tool.

87. Regional offices must develop management plans to monitor and support students and community support services at all colleges.

ROLES AND RESPONSIBILITIES

88. The *National Policy on Students and Community Support Services for Community Education and Training Colleges* requires implementation by various stakeholders. The determination of the roles and responsibilities will be in the implementation guidelines and plan that will be developed after the policy is approved.

SHORT TITLE AND COMMENCEMENT

89. This policy shall be called the *National Policy on Students and Community Support Services for Community Education and Training Colleges*.
90. The implementation of this policy will take effect on the date of publication by notice in the Government Gazette.
91. A comprehensive implementation guideline will be developed to articulate a standard approach of implementing students and community support activities at colleges.

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 13 OF 2021



THE FEES PAYABLE TO THE IRBA WITH EFFECT FROM 1 APRIL 2021

1.	<p>Registration as an auditor:</p> <p>1.1 Individual registration, payable on application for registration</p> <p>1.2 Proficiency interviews, payable on notification of interview (Application of the "Three-Year Rule")</p> <p>1.3 IRBA selected as Tax Practitioner Controlling Body</p> <p>1.4 Firm registration, payable on application of registration</p> <p>1.5 Administration fee for cancellation or withdrawal from 1.1, 1.2, 1.3 and 1.4 above (Recovery of cost)</p>	<p>R11 580.00</p> <p>R2 270.00</p> <p>R3 570.00</p> <p>R5 780.00</p> <p>15% of the above applicable fee</p>
2.	<p>The annual renewal of registration fees payable by any individual registered as an auditor shall become due and payable on 1 April of every calendar year.</p> <p>2.1 Annual renewal of registration payable by any person as long as he/she remains registered as an auditor.</p> <p>2.2 Administration fee for reinstatements annual renewal (not limited to reinstatements after lapsing).</p> <p>The annual renewal of registration fees payable for an individual who has elected the IRBA as their controlling body</p> <p>2.3 Annual renewal of registration payable by any person who has selected the IRBA as his/her Tax Practitioner Controlling Body</p> <p>2.4 Administration fee for reinstatements tax practitioner controlling body (not limited to reinstatements after lapsing).</p>	<p>R9 190.00</p> <p>R4 595.00</p> <p>R2 380.00</p> <p>R1 190.00</p>
3.	<p>Once-off fees payable in respect of registration of training contracts:</p> <p>3.1 Training contract</p>	<p>R3 030.00</p>
4.	<p>Once-off fees payable in respect of registration of an Audit Development Programme contract:</p> <p>4.1 Audit Development Programme (ADP)</p> <p>4.2 Administration fee for cancellation or withdrawal from 4.1 above (Recovery of cost):</p> <ul style="list-style-type: none"> Registered candidate auditor resigns within six (6) months. The IRBA has not conducted an introductory visit and an inspection visit. Registered candidate auditor resigns within six (6) months. The IRBA has conducted an introductory visit, but not an inspection visit. Registered candidate auditor resigns within six (6) months. The IRBA has conducted an introductory visit and an inspection visit. 	<p>R6 840.00</p> <p>15% of the above fee</p> <p>50% of the above fee</p> <p>100% of the above fee</p>

5.	ADP monitoring cancellation fees payable: Total time as allocated for the inspection when scheduled, and as communicated to the registered auditor at the time, at a standard rate per hour per inspector scheduled.	R1 210.00
6.	Inspection cancellation fees payable: Total time as allocated for the inspection when scheduled, and as communicated to the registered auditor at the time, at a standard rate per hour per inspector scheduled.	R2 480.00
7.	Hourly rate for actual time spent carrying out any other service rendered by the IRBA	R2 480.00
8.	Administrative fees 8.1 Late submission of Assurance Work Affidavit and supporting documents. 8.2 Under-declaring of Assurance Fees	R2 830.00 5% of additional fees due
9.	Accreditation fees for professional bodies Application fee Payable on application (non-refundable) Evaluation fee (up to a maximum of) Payable on progress Should the professional body withdraw its application for accreditation, the IRBA will charge for recovery of costs incurred Annual monitoring fee - Payable annually	R63 490.00 R1 881 290.00 R738 820.00

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