

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

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Contents

No.		Gazette No.	Page No.
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Agriculture, Land Reform and Rural Development, Department of / Landbou, Grondhervorming en Landelike Ontwikkeling, Departement van			
2728	Land Reform (Labour Tenants) Act (3/1996) ("the LTA"): Various applications	47489	13
2729	Land Reform (Labour Tenants) Act (3/1996) ("the LTA"): Various applications	47489	14
2730	Land Reform (Labour Tenants) Act (3/1996) ("the LTA"): Various applications	47489	16
2731	Restitution of the Land Rights Act (22/1994): as amended: Welgelegen 221 IR: Portion 6 of the farm Welgelegen 221 IR	47489	19
2732	Restitution of the Land Rights Act (22/1994): as amended: Idalia 496 IT	47489	20
Correctional Services, Department of / Korrektiewe Dienste, Departement van			
2733	Correctional Services Act (111/1998): Amended: Establishment of Correctional Centres and Remand Detention Facilities	47489	22
Correction Notice: Notice 2734 is replacing Notice 2718 that was published in Gazette 47448 on the 4th of November 2022, under the Department of Forestry, Fisheries and the Environment			
Forestry, Fisheries and the Environment, Department of / Bosbou, Visserye en die Omgewingsake, Departement van			
2734	National Environmental Management Act (107/1998): Consultation on the Procedures to be followed for the assessment and minimum criteria for Reporting of Identified Environmental Themes in terms of Section 24 (5) (a) and (h) of the Act, when applying for Environmental Authorisation	47489	23
Independent Communications Authority of South Africa / Onafhanklike Kommunikasie-owerheid van Suid-Afrika			
2735	Electronic Communications Act (36/2005), as amended: Draft Consumer Advisory Panel Regulations	47489	32
GENERAL NOTICES • ALGEMENE KENNISGEWINGS			
Agriculture, Land Reform and Rural Development, Department of / Landbou, Grondhervorming en Landelike Ontwikkeling, Departement van			
1395	Land Reform (Labour Tenants) Act (3/1996): Various Applications	47489	48
Employment and Labour, Department of / Indiensneming en Arbeid, Departement van			
1396	Labour Relations Act, 1995: Cancellation of Government Notice: Bargaining Council for the Furniture Manufacturing Industry of the Western Cape: The Main Collective Agreement	47489	56
1397	Labour Relations Act, 1995: Bargaining Council for the Furniture Manufacturing Industry of the Western Cape: Extension of Non-Parties of the Main Collective Agreement	47489	57
Trade, Industry and Competition, Department of / Handel, Nywerheid en Kompetisie, Departement van			
1398	International Trade Administration Commission of South Africa: Notice of Final Determination of a Sunset Review of the Anti-Dumping Duty on Unframed Glass Mirrors Originating in or Imported from the Republic of India	47489	98
1399	Competition Act 89 of 1998 as amended: Competition Tribunal	47489	101
1400	Competition Tribunal: Notification of Decision to Approve Merger	47489	101
1401	Standards Act, 2008: Standards Matters	47489	102
BOARD NOTICES • RAADSKENNISGEWINGS			
363	Health Professions Act (56/1974): Rules Relating to the Registration By Medical Practitioners and Dentists of Additional Qualifications: Amendment	47489	105

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**

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** *REGULATION GAZETTE* 2022

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

- **31 December 2021,** Friday for the issue of Friday **07 January 2022**
- **07 January,** Friday for the issue of Friday **14 January 2022**
- **14 January,** Friday for the issue of Friday **21 January 2022**
- **21 January,** Friday for the issue of Friday **28 January 2022**
- **28 January,** Friday for the issue of Friday **04 February 2022**
- **04 February,** Friday for the issue of Friday **11 February 2022**
- **11 February,** Friday for the issue of Friday **18 February 2022**
- **18 February,** Friday for the issue of Friday **25 February 2022**
- **25 February,** Friday for the issue of Friday **04 March 2022**
- **04 March,** Friday for the issue of Friday **11 March 2022**
- **11 March,** Friday for the issue of Friday **18 March 2022**
- **17 March,** Thursday for the issue of Friday **25 March 2022**
- **25 March,** Friday for the issue of Friday **01 April 2022**
- **01 April,** Friday for the issue of Friday **08 April 2022**
- **07 April,** Thursday for the issue of Thursday **14 April 2022**
- **13 April,** Wednesday for the issue of Friday **22 April 2022**
- **21 April,** Thursday for the issue of Friday **29 April 2022**
- **28 April,** Thursday for the issue of Friday **06 May 2022**
- **06 May,** Friday for the issue of Friday **13 May 2022**
- **13 May,** Friday for the issue of Friday **20 May 2022**
- **20 May,** Friday for the issue of Friday **27 May 2022**
- **27 May,** Friday for the issue of Friday **03 June 2022**
- **03 June,** Friday for the issue of Friday **10 June 2022**
- **09 June,** Thursday for the issue of Friday **17 June 2022**
- **17 June,** Friday for the issue of Friday **24 June 2022**
- **24 June,** Friday for the issue of Friday **01 July 2022**
- **01 July,** Friday for the issue of Friday **08 July 2022**
- **08 July,** Friday for the issue of Friday **15 July 2022**
- **15 July,** Friday for the issue of Friday **22 July 2022**
- **22 July,** Friday for the issue of Friday **29 July 2022**
- **29 July,** Friday for the issue of Friday **05 August 2022**
- **04 August,** Thursday for the issue of Friday **12 August 2022**
- **12 August,** Friday for the issue of Friday **19 August 2022**
- **19 August,** Friday for the issue of Friday **26 August 2022**
- **26 August,** Friday for the issue of Friday **02 September 2022**
- **02 September,** Friday for the issue of Friday **09 September 2022**
- **09 September,** Friday for the issue of Friday **16 September 2022**
- **16 September,** Friday for the issue of Friday **23 September 2022**
- **23 September,** Friday for the issue of Friday **30 September 2022**
- **30 September,** Friday for the issue of Friday **07 October 2022**
- **07 October,** Friday for the issue of Friday **14 October 2022**
- **14 October,** Friday for the issue of Friday **21 October 2022**
- **21 October,** Friday for the issue of Friday **28 October 2022**
- **28 October,** Friday for the issue of Friday **04 November 2022**
- **04 November,** Friday for the issue of Friday **11 November 2022**
- **11 November,** Friday for the issue of Friday **18 November 2022**
- **18 November,** Friday for the issue of Friday **25 November 2022**
- **25 November,** Friday for the issue of Friday **02 December 2022**
- **02 December,** Friday for the issue of Friday **09 December 2022**
- **08 December,** Thursday for the issue of Thursday **15 December 2022**
- **15 December,** Thursday for the issue of Friday **23 December 2022**
- **22 December,** Thursday for the issue of Friday **30 December 2022**

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 R**3026.32** per page.

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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
Extraordinary Gazettes	As required	Any day of the week	*Before 10h00 on publication date*	*Before 10h00 on publication date*
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 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.gpwonline.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:	**Postal Address:**	**GPW Banking Details:**
Government Printing Works	Private Bag X85	**Bank:** ABSA Bosman Street
149 Bosman Street	Pretoria	**Account No.:** 405 7114 016
Pretoria	0001	**Branch Code:** 632-005

For Gazette and Notice submissions: Gazette Submissions:	**E-mail:** submit.egazette@gpw.gov.za
For queries and quotations, contact: Gazette Contact Centre:	**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

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2728 **11 November 2022**

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 erstwhile Department of Land Affairs by the Applicants, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General
Director: Tenure Systems Implementation
Department of Agriculture, Land Reform and Rural Development
199 Pietermaritz Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650; Fax: 033 – 3422103
File Reference: DC22/KZ222/87

SCHEDULE

Applicants:

No.	Name and Surname	Identity Number
1.	Mr. Sikhakhane Fana Elias	531025 5317 08 1
2.	Ms. Sikhakhane Dorris Florence	651010 0331 08 3
3.	Mr. Sikhakhane Thulani	861224 5735 08 3
4.	Mr. Sikhakhane Thulasizwe Marks	861224 5734 08 6
5.	Mr. Sikhakhane Mxolisi Rock	880622 5761 08 1
(Hereinafter referred to as "the Applicant")		

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
1.	Portion 51 of the farm Woodlands no. 876, registration division: FT	uMngeni	n/a	Fair Glade Investments CC	n/a

SIGNED BY: Mr. B.E NTULI
DIRECTOR: TENURE REFORM IMPLEMENTATION
DULY AUTHORISED
For **DIRECTOR-GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2729 **11 November 2022**

LAND REFORM (LABOUR TENANTS) ACT, 1996 (ACT NO. 3 OF 1996)

Notice is hereby given, in terms of Section 17 (2) (c) of the Land Reform (Labour Tenants) Act, 1996 (Act No 3 of 1996) ("the LTA"), that an Application for acquisition of land was lodged with the Director General of the Department of Land Affairs by the Applicants, and in respect of the Property set out in the Schedule.

Any party who may have an interest in the above-mentioned Application is hereby invited to make written representations to the Director General, within 30 days from the publication of this Notice. The representations must be forwarded to:

The Director General
Director: Tenure Systems Implementation
Department of Agriculture, Land Reform and Rural Development
199 Pietermaritz Street, 3rd Floor Legal wise building, Pietermaritzburg, 3201 Tel: 033 – 3920650; Fax: 033 – 3422103
Middledraai File Reference: DC22/KZ222/210
Ivanhoe File Reference: DC22/KZ222/230

SCHEDULE

Applicants: Middledraai

No.	Name and Surname	Identity Number
1.	Lamula Nkosikhona Michael	721028 5544 08 4
2.	Mchunu Mbabo Alson (deceased)	410304 5165 08 9
3.	Themba Leanard Mchunu (successor)	670525 5788 08 3
(Hereinafter referred to as "the Applicant")		

Applicants: Ivanhoe

No.	Name and Surname	Identity Number
1.	Mngwe Ambrose	390515 5340 08 3
2.	Ndlovu Petros Mqanjelwa (deceased)	280910 5207 08 0
	Ndlovu Mthenjwa Moses (successor)	560715 5262 08 9
3.	Ndhlovu Eric Mzikayifani	641115 5408 08 4
4.	Zuma Bhekise Felokwakhe (deceased)	570301 5590 08 0
	Zuma Thandekile Mayvice (successor)	590515 0681 08 3

Property:

No.	Property Description	Locality (District)	Current Title Deed No	Current Owner	Bonds and Restrictive Conditions (Interdicts)
1.	Portion B of Middledraai 4129	uMngeni	n/a	Ms Cecilia Sampson	n/a
2.	Portion 13 of Vlakplaants 1314	uMngeni	T6308/1964	Ivanhoe Farming Company	n/a

_____
SIGNED BY: Mr. B.E NTULI
DIRECTOR: TENURE REFORM IMPLEMENTATION
DULY AUTHORISED
For **DIRECTOR-GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2730 **11 November 2022**

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 applications for acquisition of land or rights in land were lodged with the Director General of the Department of Land Affairs by the Applicants, and in respect of the Property, described in the Schedule.

Any party who may have an interest in the applications appearing in the Schedule 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
Pietermaritzburg Regional Shared Services Centre
199 Pietermaritz Street
Pietermaritzburg
3201
Tel (033) 392 0650,
Email: thobani.dlamini@drdlr.gov.za.
File Reference: **See attachment**

_____
For **DIRECTOR-GENERAL: RURAL DEVELOPMENT AND LAND REFORM**
SIGNED BY: _____
DEPUTY DIRECTOR: TENURE SYSTEMS IMPLEMENTATION
DULY AUTHORISED

SCHEDULE

ADMIN DETAILS		DETAILS OF THE APPLICANTS		DETAILS OF THE PROPERTY				
No.	**File No / Reference**	**Name and Surname**	**Identity Number**	**Property Description**	**Locality (District)**	**Current Title Deed No**	**Current Owner**	**Bonds and Restrictive Conditions (Interdicts)**
1.	DC22/KZ223/31	1.Mr. Cebekhulu Muziwendoda (deceased) Mr. Cebekhulu Sibusiso Samuel (successor) 2. Mr. Ntshangase Mbongeni Joseph.	330712 5166 08 8 630804 5696 08 6 771117 5600 08 4	Weston Agricultural College, no 13981	Mpofana	Unknown	Public Works	N/A
2.	DC22/KZ226/19	1.Mr. Shozi Bhekinzondo (Deceased) Mr. Shozi Mthembeni Eugene (successor) 2.Mrs. Phakathi Magie Elsie (Deceased) Mr. Phakathi Jabulani Tholile(successor) 3.Mr. Phakathi Jimboyi (Deceased) Mr. Phakathi Muzi Christopher (successor)	390710 5306 08 1 800417 5890 08 0 400210 0369 08 3 780924 5595 08 4 370814 5229 08 9 640413 5558 08 6	uMlaas Bridge Farm no.902	uMkhambathini	Uknown	The Dovale trust	N/A

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		4.Mr. Khanyile Kumelelani (Deceased) Mr. Magwanyana Dumsani Alew (successor)	300710 0290 08 1 710801 5392 08 1				Goevy Farming CC.	N/A
3.	DC22/KZ222/180	1.Mr. Zondi Mshayeni Amos (deceased) Mr. Mduduzi Richard (successor)	470630 5198 08 5 710615 5796 08 7	Narnia farm no. 16008	Umngeni	T15511/1993		

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AMENDING GOVERNMENT NOTICE NO:823 OF 2005 IN THE GOVERNMENT GAZETTE NO: 27614 DATED 03 JUNE 2005

AMENDMENT NOTICE INTERMS OF SECTION 11A {4} OF THE RESTITUTION OF LAND RIGHTS ACT 1994 [ACT 22 OF 1994] AS AMENDED.

Notice is hereby given in terms of Section 11A [4] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended, that the **Commissioner for Restitution of Land Rights** is amending the said Gazette Notice due to the fact that the Mahlangu family were erroneously omitted in the said gazette and also to include KRP No.110686 under mentioned claimant., hereunder situated in **Victor Kanye Local Municipality, under Nkangala District, in the Mpumalanga Province:[KRP:10686).** The commissioner is hereby amending the said gazette as reflected in the under mentioned property as follows

Name of Claimant	ID No	KRP
Mr Gamela Jabulani Mahlangu	511021 5345 085]	110686

10686

CURRENT PARTICULARS OF THE PROPERTY

WELGELEGEN 221 IR

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 6 of the farm Welgelegen 221 IR	Farm House Holding Pty LTD 201701881007	T4288/2017	226.5563 ha **Extent affected by the land claim is 51.1111**	None	None	K3044/1987PC

The Regional Land Claims Commissioner, Mpumalanga Province will investigate all the claims in terms of the provisions of the Act, any party interested in the above-mentioned property is hereby invited to submit within **30 [thirty days]** from the date of publication of this notice to submit any comments, or further information to:

Commissioner for Restitution of Land Rights
Private Bag X 11330
Nelspruit
1200
or 30 Samora Machel Drive
Restitution House
Nelspruit
1200

MR. L. H .MAPHUTHA
COMMISSIONER FOR RESTITUTION OF LAND RIGHTS
DATE: 2022/10/19

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2732 **11 November 2022**

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

Notice is hereby given in terms of **Section 11[1] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended,** that a land claim for **Restitution of Land Rights** has been lodged by Ms Lillian Khonzaphi Mavuso **[ID No. 610121 0329 082]** on behalf of the Mavuso Family on the properties mentioned hereunder situated in **Mkhondo Local Municipality under Gert Sibande District Municipality in the Mpumalanga Province: [KRP: 10909]**

CURRENT PARTICULARS OF THE PROPERTIES

Idalia 496 IT

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Remaining Extent of Portion 13	Sappi Manufactoring PTY LTY (1951003180 07)	T58466/1999	62.8089	B4949/2009	Sappi Ltd	none
	Lereko Prop CO PTY LTD (2005038295 07)	T7193/2009		B4950/2009	Sappi Manufacturing Ltd Pty	
Remaining Extent of Portion 22	Raslin Trading CC (2009080740 23)	T11574/2017	85.6532			• K1456/1977S • K3787/1981S
Remaining Extent of Portion 24	Sappi Manufacturing PTY LTD (1951003180 07)	T58466/1999	25.1937	B4949/2009	Sappi Ltd	None
	Lereko Prop CO PTY LTD (2005038295 07)	T7193/2009		B4950/2009	Sappi Manufacturing Ltd Pty	

Notice is hereby given in terms of **Section 11[1] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended,** that a land claim for **Restitution of Land Rights** has been lodged by Ms Lillian Khonzaphi Mavuso **[ID No. 610121 0329 082]** on behalf of the Mavuso Family on the properties mentioned hereunder situated in **Mkhondo Local Municipality under Gert Sibande District Municipality in the Mpumalanga Province: [KRP: 10909]**

CURRENT PARTICULARS OF THE PROPERTIES
Idalia 496 IT

Portion 28	Raslin Trading CC (200908074023)	T9831/2018	27.0547 ha	None	None	• K3146/1976S • K3802/1981S
			Total extent claimed is 50.1298			

The Restitution of Land Rights, Mpumalanga Province will investigate all the claims in terms of the provisions of the Act, any party interested in the above-mentioned property is hereby invited to submit within **30 [thirty days]** from the date of publication of this notice to submit any comments, or further information to:

Commissioner for Restitution of Land Rights
Private Bag X 11330
Nelspruit
1200
TEL NO: 013 756 6000

MR. L. H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 2022/10/19

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DEPARTMENT OF CORRECTIONAL SERVICES

NO. 2733 **11 November 2022**

AMENDED: ESTABLISHMENT OF CORRECTIONAL CENTRES AND REMAND DETENTION FACILITIES

I, **Makgothi Samuel Thobakgale**, the National Commissioner for the Department of Correctional Services, has been delegated the authority, published in Government Gazette number 43834 dated 23 October 2020, to establish and review in terms of section 5 of the Correctional Services Act, 1998 (Act 111 of 1998) as amended, the utilization of correctional facilities housing remand detainees in section/s as determined by the Head of the Correctional Centre, and sentenced offenders.

The utilization of correctional facilities housing remand detainees in section/s as determined by the Head of the Correctional Centre and sentenced offenders, published in Government Gazette Notice number 45816 of 2022 is reviewed, and deleted or added only insofar as it refers to the correctional centres listed below:

B: CORRECTIONAL CENTRES HOUSING REMAND DETAINEES IN SECTION/S AS DETERMIND BY THE HEAD OF THE CORRECTIONAL CENTRE

LIMPOPO MPUMALANGA AND NORTH WEST REGION
Thohoyandou Medium A Correctional Centre (Added)

(Thohoyandou Medium A Correctional Centre under **A: Remand detention Facilities** is deleted)

C: CORRECTIONAL CENTRES HOUSING SENTENCED OFFENDERS

LIMPOPO MPUMALANGA AND NORTH WEST REGION
Thohoyandou Medium B Correctional Centre (Added)

(Thohoyandou Remand Detention facility under **A: Remand detention Facilities** is deleted)

MS Thobakgale
National Commissioner
Department of Correctional Services
Date: 25/10/2022

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 2734 **11 November 2022**

NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998
(ACT NO. 107 OF 1998)

CONSULTATION ON THE PROCEDURES TO BE FOLLOWED FOR THE ASSESSMENT AND MINIMUM CRITERIA FOR REPORTING OF IDENTIFIED ENVIRONMENTAL THEMES IN TERMS OF SECTION 24(5)(a) AND (h) OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998, WHEN APPLYING FOR ENVIRONMENTAL AUTHORISATION

I, Barbara Dallas Creecy, Minister of Forestry, Fisheries and the Environment, hereby consult on my intention to prescribe the protocol for the assessment and minimum report content requirements for determining impacts on Cape Vultures associated with the development of onshore wind energy generation facilities, which require environmental authorisation. This protocol must be read with either the avifaunal[1] or animal species protocol[2], whichever is applicable to the specific application under consideration.

The requirements of the protocol will apply from the date of publication, except where the applicant provides proof to the competent authority that the specialist assessment affected by this protocol had been commissioned by the date of publication of the protocol in the Government Gazette.

Members of the public are invited to submit written comments or inputs, within 30 days from the date of the publication of this Notice in the *Gazette,* to any of the following addresses:

By post to: The Director-General
Department of Forestry, Fisheries and the Environment
Attention: Dr D Fischer
Private Bag X447
PRETORIA
0001

By hand at: Reception, Environment House, 473 Steve Biko Road, Arcadia, Pretoria.

By e-mail: dfischer@dffe.gov.za

Any inquiries in connection with the notice can be directed to Dr Dee Fischer at dfischer@dffe.gov.za or (012)399 8843. Comments or inputs received after the closing date may not be considered.

The Department of Forestry, Fisheries and the Environment complies with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013). Comments received and responses thereto are collated into a comments and response report which will be made available to the public as part of the consultation process. If a commenting party has any objection to his or her name, or the name of the represented company/ organisation, being made publicly available in the

[1] Government Notice No. 320 published under Government Gazette No. 43110 of 20 March 2020
[2] Government Notice No. 1150 published under Government Gazette No. 43855 of 30 October 2020

comments and responses report, such objection should be highlighted in bold as part of the comments submitted in response to this Government Notice.

BARBARA DALLAS CREECY
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

CAPE VULTURES

PROTOCOL FOR THE SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS FOR ENVIRONMENTAL IMPACTS ON CAPE VULTURES BY ONSHORE WIND ENERGY GENERATION FACILITIES

1. SCOPE

This protocol provides the criteria for the specialist assessment and minimum report content requirements for determining impacts on Cape Vultures associated with the development of onshore wind energy generation facilities, which require environmental authorisation. This protocol must be read with either the avifaunal[1] or animal species protocol[2], whichever is applicable to the specific application under consideration.

The assessment and reporting requirements of this protocol are associated with a collision risk potential identified by the national web based environmental screening tool (screening tool) for Cape Vultures. The relevant data in the screening tool has been provided by the FitzPatrick Institute of African Ornithology of the University of Cape Town. The protocol applies within and outside of the Renewable Energy Development Zones (REDZs)[3].

2. SITE SENSITIVITY VERIFICATION AND MINIMUM REPORT CONTENT REQUIREMENTS

Prior to commencing with the Cape Vulture specialist assessment, the collision risk potential for Cape Vultures of the preferred site as identified by the screening tool must be confirmed by undertaking a **site sensitivity verification** for a period of at least 12 months which must include the pre-breeding season (late March to early May) and the breeding season (May to December).

2.1. The site sensitivity verification must be undertaken by a specialist registered in the field of zoological science with the South African Council for Natural Scientific Professions (SACNASP) with demonstrated expertise in Cape Vulture observation and research.

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

(a) site inspections to-

i. identify the land use on surrounding erven with specific reference to the possible location of vulture restaurants or land uses which could result in carcass availability;

ii. identify any specific topographical features on the site which could attract or pose a risk to Cape Vultures including existing and planned powerlines within a 5km radius of the site;

iii. continuously monitor wind speed and other weather data that could influence Cape Vulture activity on the site throughout the initial site verification period;

(b) vantage point monitoring[4] by two people at the same time for a duration of at least 72 hours per vantage point for the 12 months. Vantage point monitoring is to determine the level of Cape Vulture flight activity on the site and the height of flight;

(c) consultation with relevant non-governmental organisations with an interest in Cape Vulture protection including BirdLife South Africa, VulPro and the Endangered Wildlife Trust; and

(d) any other available and relevant information.

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

[1] Government Notice No. 320 published under Government Gazette No. 43110 of 20 March 2020

[2] Government Notice No. 1150 published under Government Gazette No. 43855 of 30 October 2020

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

[4] Vantage point monitoring is to be undertaken in accordance to the method as identified in the latest version of the BirdLife South Africa Guideline for impact assessment, monitoring and mitigation.

(a) confirms or disputes the environmental sensitivity as identified by the screening tool (Cape Vulture risk layer);
(b) contains a motivation, corroborated by evidence (e.g. monitoring data) and input from BirdLife Africa, of either the verified or different environmental sensitivity; and
(c) where the site sensitivity verification has confirmed the site as being of a "medium" or "low" sensitivity for collision risk to Cape Vultures, the site sensitivity verification report and the Compliance Statement must be included in the avian specialist study which is to be submitted together with the relevant assessment report prepared in accordance with the requirements of the Environmental Impact Assessment Regulations.

3. SPECIALIST ASSESSMENT AND MINIMUM REPORT CONTENT REQUIREMENTS

TABLE 1: ASSESSMENT AND REPORTING OF IMPACTS ON CAPE VULTURES FOR ONSHORE WIND ENERGY GENERATION FACILITIES

1. General Information

1.1 An applicant intending to undertake an activity identified in the scope of this protocol on a site identified by the screening tool and verified by the site sensitivity verification report as being of "very high" or "high" sensitivity for the potential collision of Cape Vultures with wind turbines, must submit a Cape Vulture Specialist Assessment unless the information gathered from undertaking the site sensitivity verification confirms that the occurrence of Cape Vultures on the site is "medium" or "low[5]", in which case a Compliance Statement must be prepared.

1.2 If any part of the proposed development footprint falls within an area of "very high" or "high" sensitivity, the assessment and reporting requirements prescribed for the "very high" or "high" sensitivity apply to the entire development footprint.

VERY HIGH AND HIGH SENSITIVITY RATING – areas where there is a very high probability of encountering Cape Vultures and where there is high risk of population-level impacts from the loss of Cape Vulture individuals. These areas are potentially unsuitable for wind energy development.	**2. Cape Vulture Specialist Assessment** 2.1. The assessment must be undertaken by a specialist registered in the field of zoological science with SACNASP with demonstrated expertise in Cape Vulture observation and research. 2.2. The following information or data (in addition to that collected as part of the site sensitivity verification) must be collected to inform the assessment: 2.2.1. Wind energy developments for which environmental authorisation have been granted within a 30km radius[6], including their location and GPS coordinates; 2.2.2. any power line that poses an electrocution risk due to its design, or a collision risk due to the absence of bird flight diverters or any wind measurement masts within a 30km radius of the preferred site; 2.2.3. data from an additional[7] twelve months of Cape Vulture monitoring, focusing on the collection of additional flight activity through the preferred site, flight direction, behaviour, and specific data necessary to populate a collision risk model;

[5] Low in the context of a potential collision risk of a Cape Vulture with a wind turbine means that the level of Cape Vulture flight activity over the site is low and where Cape Vultures are identified the height is consistently observed exceeding the tip of the turbine blade and no behaviour that would bring the Cape Vulture into contact with the wind turbine blades is observed throughout the yearlong observation.

[6] This information can be obtained from the screening tool but will need to be verified by Eskom or discussions with landowners.

[7] Additional monitoring from the monitoring that was undertaken as part of the site sensitivity verification.

	2.2.4. radar confirmed heights of Cape Vulture activity and flight activity records for early evening and morning when visibility is poor; 2.2.5. the size and status of known colonies and roosts within a 50km radius of the preferred site; 2.2.6. the location of possible roosts and colonies within a 5km radius[8] of the preferred site; and 2.2.7. land use with specific reference to the possible location of vulture restaurants or land uses which could result in carcass availability within a 30km radius of the preferred site. 2.3. The spatial information is to be represented on a map which includes the following: 2.3.1. topographical features; 2.3.2. location of vantage point monitoring locations; 2.3.3. locations of existing wind energy developments or wind energy developments for which environmental authorisation have been granted but not constructed; 2.3.4. the location of existing power lines indicating any risk areas and proposed power lines as identified in paragraph 2.2.2; 2.3.5. location of roosts or colonies as well as potential roosts and colonies, 2.3.6. the flights recorded over the site; and 2.3.7. location of vulture restaurants and land uses which could result in the availability of carcasses. 2.4. The monitoring data is to be tabulated and included in a spreadsheet using a template consistent with that envisaged by the national bird monitoring database. 2.5. The monitoring data must be uploaded to the database once operational. 2.6. The monitoring data must include as a minimum the following information: 2.6.1. GPS coordinates of vantage point monitoring sites; and 2.6.2. flights, including direction, height, date, time, wind speed, weather conditions and behaviour. 2.7. The Cape Vulture Specialist Assessment must be undertaken on the preferred site and must identify and predict the following: 2.7.1. high risk areas on the site for potential collision risks; 2.7.2. the collision risk potential determined through the application of a collision risk model to predict an annual fatality rate; 2.7.3. the possible cumulative impact on the regional Cape Vulture population from the various wind energy developments within the 30km radius of the preferred site, based on the cumulative fatality rate and fatalities through power line electrocution or collision; 2.7.4. the possible impact of the predicted fatality rate on the regional Cape Vulture population and that impact on the national population; and 2.7.5. areas not suitable for development based on the risk of impacts on Cape Vultures.

[8] This information can be collected through desk top analysis, consultation with local bird associations, BirdLife South Africa, Vulpro and the Endangered Wildlife Trust.

	2.8. The findings of the Cape Vulture Specialist Assessment must be written up in a **Cape Vulture Specialist Assessment Report** that contains as a minimum the following information: 2.8.1. A copy of the SACNASP registration certificate of the zoological scientist who prepared the assessment and a curriculum vitae demonstrating experience in Cape Vultures; 2.8.2. details including contact details of the zoological scientist; 2.8.3. a signed statement of independence by the specialist; 2.8.4. the duration, date and seasons of the assessment and the relevance of the season to the outcome of the assessment; 2.8.5. a summary of the findings of the site sensitivity verification report; 2.8.6. a description of the methodology used to undertake the data generation and assessment inclusive of the equipment and models used, as relevant; 2.8.7. a summary of the findings of the Cape Vulture monitoring; 2.8.8. a map showing the information required in paragraph 2.3 superimposed over the high-risk collision areas and areas not suitable for development as identified in paragraph 2.7.5; 2.8.9. a summary of the findings of the Cape Vulture specialist assessment; 2.8.10. an indication of the potential annual fatality rate, as well as the cumulative annual fatality rate; 2.8.11. the assessed impact of the predicted fatality rate on the regional Cape Vulture population as well as the anticipated impact on the national population; 2.8.12. a substantiated statement from the specialist with regards to the acceptability or not of the proposed development on the Cape Vulture population and a recommendation on the approval or not of the proposed development; 2.8.13. a description of the assumptions made and any uncertainties or gaps in knowledge or data; and 2.8.14. any conditions to which this statement is subjected. 2.9. The zoological scientist must recommend conditions to be included in the environmental authorisation which must include as a minimum the following: 2.9.1. mitigation measures to be included in the environmental authorisation which could include curtailment and shut down on demand options and/or carcass and food availability management plans; 2.9.2. the initiation date for the start of the post-construction monitoring plan; 2.9.3. the approval of the development is subject to adaptive management which could include the inclusion or amendment of curtailment and shut down measures as well as the need to include radar shut down should monitoring identify unanticipated and unacceptable fatality rates; and 2.9.4. the intervals for the submission of the post-construction monitoring report. 2.10. A summary of the findings of the **Cape Vulture Specialist Assessment** as well as the proposed conditions to be included in the environmental authorisation must be incorporated into the avian specialist study to be included in the Basic Assessment Report or the Environmental Impact Assessment Report.

	2.11. A signed copy of the Site Sensitivity Verification Report and the Cape Vulture Specialist Assessment must be appended to the Basic Assessment Report or Environmental Impact Assessment Report. 2.12. A **Cape Vulture post-construction monitoring plan** is to be provided as part of the Cape Vulture Specialist Assessment Report. This plan must include as a minimum the following information: 2.12.1. timeframes and intervals for monitoring both wind turbines and power lines on and off the preferred site where risks were identified; 2.12.2. the locations to be monitored including GPS points (this will relate to wind turbines once the final turbine placement plan is approved); 2.12.3. methodology for searcher efficiency and scavenger removal; 2.12.4. methods for monitoring (i.e., transects or radial) as well as the extent of the monitoring area; 2.12.5. the years and intervals for the duration of post-construction monitoring must be identified; and 2.12.6. monitoring must include power lines on the preferred site and any high-risk power lines identified in paragraph 2.2.2. 2.13. The findings of the post-construction monitoring must be submitted to the relevant competent authority and relevant conservation organisations at intervals identified in paragraph 2.9.4 and must include as a minimum the following information: 2.13.1. A copy of the SACNASP registration certificate of the zoological scientist who prepared the monitoring report and a curriculum vitae demonstrating experience in Cape Vultures; 2.13.2. a signed statement of independence by the specialist; 2.13.3. the duration, date and seasons of the monitoring; 2.13.4. a summary of the findings of the monitoring; 2.13.5. a description of the methodology used, indicating where the methodology was amended from that identified in paragraphs 2.12.3 and 2.12.4; 2.13.6. a map indicating where carcasses of Cape Vultures were found, where relevant; 2.13.7. an indication of the cause of death; 2.13.8. verification of expected fatality rates compared against post-development prediction; and 2.13.9. a statement on the correlation between the expected fatality rate and the findings of the monitoring, including any amendments that must be made to the layout or curtailment times. 2.14. The data related to the post-construction monitoring must be uploaded to the national bird monitoring database throughout the period of post construction monitoring, once the system is operational.
MEDIUM AND LOW SENSITIVITY RATING - are areas where there is a low probability of encountering vultures and a low risk of vulture fatalities.	**3. Cape Vulture Compliance Statement** 3.1. The **Cape Vulture Compliance Statement** must be prepared by a specialist registered in the field of zoological science with the SACNASP with demonstrated expertise in Cape Vulture observation and research. 3.2. The compliance statement must: 3.2.1. be applicable to the preferred site and proposed development footprint;

	3.2.2. confirm that preferred the site is of "low" or "medium" sensitivity for impacts to Cape Vultures; and 3.2.3. indicate whether or not the proposed development will have an unacceptable impact on the Cape Vultures. 3.3. The **Cape Vulture Compliance Statement** must contain, as a minimum, the following information: 3.3.1. details including contact details and relevant expertise as well as the SACNASP registration certificate of the zoological scientist preparing the statement, including a curriculum vitae; 3.3.2. a signed statement of independence by the specialist; 3.3.3. a map showing the proposed development footprint, overlaid on the Cape Vulture risk map generated by the screening tool; 3.3.4. confirmation from the zoological scientist that all reasonable measures have been taken through micro-siting to avoid impacts on Cape Vultures; 3.3.5. a substantiated statement from the zoological scientist on the acceptability, or not, of the proposed development and a recommendation on the approval, or not, of the proposed development; 3.3.6. any conditions to which this statement is subjected; 3.3.7. where required, proposed impact management actions and outcomes or any monitoring requirements for inclusion in the EMPr; and 3.3.8. a description of the assumptions made and any uncertainties or gaps in knowledge or data. 3.4. A summary of the findings of the compliance statement must be included with the avian specialist study which is to be submitted as part of the Basic Assessment Report or Environmental Impact Assessment Report. 3.5. A signed copy of the compliance statement must be appended to the Basic Assessment Report or Environmental Impact Assessment Report. 3.6. A **Cape Vulture post-construction monitoring plan** is to be provided as part of the Cape Vulture Compliance Statement. This plan must include as a minimum the following information: 3.6.1. timeframes and intervals for monitoring both the wind turbines and power lines on site and off site where specific risks were identified; 3.6.2. the locations to be monitored, including GPS points (this will relate to wind turbines once the final turbine placement plan is approved); 3.6.3. methodology for searcher efficiency and scavenger removal; 3.6.4. methods for monitoring (i.e., transects or radial) as well as the extent of the monitoring area; 3.6.5. the years and intervals for the duration of post construction monitoring must be identified; and 3.6.6. monitoring must include power lines on the preferred site. 3.7. The findings of the post-construction monitoring must be submitted to the relevant competent authority and relevant conservation organisations at intervals identified in 3.6.1 and must include as a minimum the following information: 3.7.1. A copy of the SACNASP registration certificate of the zoological scientist who prepared the monitoring report and a curriculum vitae demonstrating experience in Cape Vultures;

	3.7.2. a signed statement of independence by the specialist; 3.7.3. the duration, date and seasons of the monitoring; 3.7.4. a summary of the findings of the monitoring; 3.7.5. a description of the methodology used; 3.7.6. a map indicating where carcasses of Cape Vultures were found where relevant; 3.7.7. an indication of the cause of death; and 3.7.8. should a fatality of a Cape Vulture be identified through monitoring the specialist is to make recommendations for mitigation measures or additional monitoring for discussion with BirdLife Africa and the competent authority within 3 months of the monitoring event. 3.8. The data related to the post-construction monitoring must be uploaded to the national bird monitoring database throughout the period of post-construction monitoring once the system is operational.

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

NO. 2735 **11 November 2022**

DRAFT CONSUMER ADVISORY PANEL REGULATIONS

The Independent Communications Authority of South Africa ("The Authority") hereby publishes the Draft Consumer Advisory Panel Regulations in terms of section 4 read with section 71 of the Electronic Communications Act, 2005 (No 36 of 2005, as amended) to the extent reflected in the Schedule.

The Authority hereby invites interested persons to make written representations on the Draft Consumer Advisory Panel Regulations ("Draft Regulations").

A copy of the Draft Regulations will be made available on the Authority's website at http://www.icasa.org.za and at the Authority's library at 350 Witch-Hazel Avenue, Eco Point Office Park, Centurion between 09h00 and 16h00, Monday to Friday.

Written representations must be submitted to the Authority within thirty (30) working days from the date of publication of this notice in the Government Gazette by no later than 16h00. Written representations must be submitted to the Authority electronically via email at: CAPReview@icasa.org.za (in Microsoft Word or PDF), or by post or hand delivery and must be marked for attention of:

Chairperson: CAP Review Committee
Block C, Eco Park Office Park
350 Witch-Hazel Avenue
Eco Park
Centurion
0169

In terms section 4D of the ICASA Act, as well as the Protection of Personal Information Act, 2013, interested persons may request that any part of their submission be treated as confidential. Confidential documents must be clearly marked as such and submitted together with any submission. Requests for Confidentiality must be submitted in line with the Guidelines for Confidentiality Request in terms of section 4D of the ICASA Act published in Government Gazette No 41839 dated 17 August 2018.

Where an interested person has requested confidentiality on sections of its submission, the submission must be accompanied by one (1) non-confidential copy with sections that are redacted. The non-confidential version of the pre-registration notice will be published for public comment if the request for confidentiality is granted.

Requests for confidentiality will be considered within fourteen (14) working days of receiving the request. The Authority will communicate its decision to the respective Applicant. In the event that the request for confidentiality is refused, the Applicant may choose to withdraw the information on which confidentiality is requested.

Persons submitting written representations are further invited to indicate, as part of their submissions, whether they require an opportunity to make oral presentations to the Authority, should the Authority decide to hold public hearings.

Enquiries may be directed to Mr Gumani Malebusha, telephonically at 012 568 3423 or via email at CAPReview@icasa.org.za or at GMalebusha@icasa.org.za



Dr Charles Lewis
Acting Chairperson
ICASA

SCHEDULE

1. DEFINITIONS

In these Regulations, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned.

"**Act**" means the Electronic Communications Act, 2005 (Act No. 36 of 2005) as amended;

"**Chairperson**" means a panel member appointed by Council to chair the Panel;

"**Consumer**" means an end -user as defined in the Act;

"**Community of interest**" means a group of persons or sector of the public having a specific ascertainable, common interest. The distinctive feature of the group is the common interest that makes such a group of persons or sector of the public an identifiable community;

"**ICASA Council**" means the Council of the Authority appointed in terms of section 5 of the ICASA Act;

"**ICASA Act**" means the Independent Communications Authority of South Africa Act, 2000 (Act No 13 of 2000) as amended;

"**Panel**" means the Consumer Advisory Panel established in terms of section 71 of the Act;

"**Panel member**" means a member of the Panel established in terms of section 71 of the Act; and

"**Quorum**" means the majority of Panel members serving, including the Chairperson or Acting Chairperson.

2. PURPOSE OF REGULATIONS

The purpose of these Regulations is to:

(a) establish the Panel;
(b) set out the criteria and process for the appointment, disqualification, and removal of Panel members; and
(c) set out the roles and responsibilities of the Panel.

3. ESTABLISHMENT AND FUNCTIONS OF THE PANEL

(1) The Authority hereby establishes the Consumer Advisory Panel in terms of Section 71 of the Act to advise the Authority on matters relating to consumer issues in the Republic.

(2) The functions of the Panel shall include the following:

(a) preparation and submission of quarterly and annual reports to the Authority, on consumer related issues resulting from the usage of Electronic Communications, Broadcasting, and Postal services, which includes:

(i) critical concerns affecting consumers; and
(ii) research on issues affecting consumers and report findings.

(b) providing a consumer perspective through commentary on relevant Regulations and regulatory projects when published for public comment; liaising and engaging with consumers on a quarterly basis to understand consumer perspectives on issues impacting the Electronic Communication, Broadcasting and Postal sectors;

(c) highlighting the promotion of consumer interests, with particular emphasis on persons with disabilities, senior citizens, women, youth, and people living in underserviced areas when submitting their findings to the Authority;

(d) preparing an annual plan and budget of the Panel for approval by Council; and

(e) reporting quarterly and annually to the Council through the Panel's Chairperson on activities and findings for the year.

4. THE APPOINTMENT PROCESS OF THE PANEL

(1) The Authority shall call for the nomination of Panel members from members of the public for suitable candidates, who will advise the Authority on consumer issues following an advertisement on the Authority’s website, media platforms and/or national newspapers.

(2) The nominations must take into consideration the following:

(a) representation of a community of interest;

(b) knowledge and understanding in the fields of consumer legislations and rights, law, communications, academia, labour, or other relevant experience in the field of consumer protection;

(c) knowledge and understanding of the Electronic Communications, Broadcasting and Postal sectors;

(3) Members of the Panel must represent a consumer segment or work in an environment that provides the member with relevant Electronic Communications, Broadcasting or Postal sectors consumer insight which will aid and enhance the Authority's consumer protection mandate.

5. MEMBERSHIP OF THE CONSUMER ADVISORY PANEL

(1) The Authority will appoint nine (9) members of the Panel.
(2) The Authority will appoint one (1) of the members to be the Chairperson of the Panel.
(3) The Chairperson holds office for a period of four (4) years as from the date of his or her appointment as Chairperson.
(4) The Chairperson may at the end of his or her term of office be re-appointed for one (01) additional term of four (4) years only.
(5) The other members of the Panel hold office for a period of three (3) years as from the date of their appointment.
(6) The other Panel members may at the end of their term of office be re-appointed for one (1) additional term of three (3) years only.

6. RESIGNATION

(1) A Panel member may at any time, upon submitting at least one (1) month's written notice, tender his or her resignation from the Panel to the Authority.
(2) Where a Chairperson resigns, the Authority may appoint a Chairperson or an acting Chairperson from any of the remaining Panel members for the remainder of his or her existing term of office.
(3) Where a Panel member resigns, the Authority will call for the nomination of a replacement of the vacant position created by such resignation.

7. ELIGIBILITY OF PANEL MEMBERS

(1) Members of the Panel must have a minimum of five (5) years' experience in the ICT sector.
(2) In addition to the requirement of sub-regulation (1) above, the Authority will consider appointing representatives from organisations that represent the interests of the following groups:
(a) women;
(b) youth;
(c) persons with disabilities;
(d) small, micro, and medium enterprises; and/or

(e) community-based organisations or non -governmental organisations.

8. DISQUALIFICATION

A person may not be appointed as a Panel member if he /she:

(a) is not a citizen of the Republic;
(b) is not a permanent resident of the Republic;
(c) is a member of Parliament, a provincial legislature or municipal council;
(d) is an office bearer or employee of a party, movement, or organisation of a party-political nature;
(e) has a spouse/partner who has a direct or indirect financial interest in the Electronic Communications, Broadcasting, or Postal industry;
(f) is declared by a court of law as mentally ill or disordered;
(g) is an unrehabilitated insolvent;
(h) has been convicted of an offence, after the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and sentenced to imprisonment without the option of a fine; and
(i) has at any time been removed from an office of trust on account of misconduct.

9. REMOVAL FROM OFFICE

(1) Subject to a decision of Council, a Panel member may be removed from office on account of –

(a) misconduct;
(b) inability to perform the roles of Chairperson, Acting Chairperson or Panel member;
(c) absence from three consecutive meetings of the Panel without permission of the Chairperson, except on good cause shown;
(d) his or her disqualification as contemplated in regulation 8;
(e) bringing the Panel or Authority into disrepute;
(f) failure to disclose conflict of interest.

(2) Where a Panel member is removed from office, the Authority will call for the nomination of a replacement of the vacant position created by such removal.

10. INDUCTION OF PANEL MEMBERS

The Authority will induct Panel members on how ICASA conduct its business and what is expected of Panel members before the Panel commences its advisory work.

11. FUNCTIONS OF THE CHAIRPERSON

The Chairperson must:

(a) allocate and manage the work of the Panel;
(b) chair meetings and ensure that all meetings are noted with minutes;
(c) sign off submissions on behalf of the Panel in response to public comments/ commentary by the Panel;
(d) submit quarterly and annual reports to Council on behalf of the Panel;
(e) review and assess the performance of Panel members quarterly and on an annual basis; and
(f) manage the budget utilisation of the Panel.

12. FUNCTIONS OF PANEL MEMBERS

The panel members must:

(a) identify issues affecting small business and consumers in the ICT sector;
(b) contribute to the work of the Panel as assigned;
(c) attend meetings and activities of the Panel;
(d) provide advice to the Authority on issues affecting consumers;
(e) carry out research on issues affecting consumers;
(f) fulfil the objectives set out in the terms of reference; and
(g) contribute information on its work to the Authority's annual report to ensure that issues affecting consumers are reflected.

13. MEETINGS OF THE PANEL

(1) The Panel must meet once in a quarter.
(2) Where there is a need for additional meetings, such must be requested and approved by the Authority.
(3) The Chairperson or Acting Chairperson may make a request to the Authority to hold additional meetings and provide motivation for such further meetings.

14. AGENDA OF MEETINGS

The Chairperson or Acting Chairperson of the Panel shall prepare meeting agendas, which shall be circulated with any relevant supporting documentation at least seven (7) working days prior to each meeting to Panel members and standing invitees.

15. QUORUM OF MEETING

(1) The quorum of the Panel shall consist of the majority of Panel members serving including the Chairperson or Acting Chairperson.
(2) In the absence of the Chairperson or Acting Chairperson, Panel members in attendance may elect a Panel member to chair the meeting.

16. VENUE OF MEETINGS

The Panel shall meet online and/or at a place and time determined by the Chairperson or Acting Chairperson, in consultation with the Authority.

17. DECLARATION OF INTEREST

(1) A Panel member must declare any actual, potential, or existing conflict of interest.
(2) A Panel member must recuse himself or herself from voting on or engaging in a discussion over a matter pending before the Panel, in which he or she has a direct or indirect interest.
(3) A Panel member must declare conflict of interest which arise during the course of his or her appointment.

18. MINUTES

(1) Minutes of all Panel meetings must be adopted by the Panel and signed-off by the Chairperson or Acting Chairperson.
(2) The Authority will offer administrative support to all Panel activities.

19. DECISIONS OF THE PANEL

(1) Decisions and/or recommendations of the Panel are to be taken by majority vote of the panel members present at a meeting.
(2) In the event of a split vote, the Chairperson or Acting Chairperson has a casting vote in addition to his or her deliberative vote.

20. FUNDING OF PANEL ACTIVITIES

The Authority shall be responsible for funding the activities of the Panel as identified in the Panel's annual workplan in line with the approved allocated budget and subject to the Authority's procurement processes.

21. REMUNERATION OF PANEL MEMBERS

Panel members will be remunerated at rates determined by the Authority from time to time for:

(a) the attendance of meetings in line with regulation 13;
(b) the attendance of special or other meetings at the written request of the Authority; and
(c) any work performed in line with regulations 3, 11 or 12.

22. RECOMMENDATIONS OF THE PANEL

(1) The Panel must consider relevant matters and prepare a submission with recommendations to the Authority.
(2) Every recommendation of the Panel must be:

(a) recorded in writing;
(b) within the scope of these Regulations;
(c) based on reliable information; and
(d) submitted by the Chairperson of the Panel to the Authority.

23. REPORTS BY THE PANEL

The Panel must:

(a) submit a written report with respect to its findings, advice, and recommendations;
(b) prepare and submit a written report on its activities on a quarterly basis or as may be directed by the Authority;
(c) submit the written report(s) no later than two weeks after each meeting of CAP or any meeting with stakeholder; and
(d) prepare and submit annual report for submission to the Authority.

24. ENGAGEMENTS WITH OTHER CONSUMER BODIES

(1) The Panel may engage with regional and international consumer protection bodies with similar mandates of the Panel to exchange and share information which enhance the protection of consumers.
(2) The Chairperson of the Panel will seek permission from the Authority before engagements with such said bodies.

(3) The Authority may pay for registration fees and membership fees required where necessary.

25. TRAVEL AND ACCOMMODATION COSTS

The Authority may pay the travel and accommodation expenses of a Panel member subject to prior arrangement with the Authority and in accordance with the Authority's Subsistence and Travel Policy.

26. CONFIDENTIALITY

Members of the Panel may not disclose any information with regard to any matter which may come to his/her knowledge in the performance of their duties under these Regulations, unless they are required by law or a court order to disclose such information.

27. INTERACTION WITH MEDIA AND PUBLIC

(1) A Panel member must not issue media statements, comment in the media on the activities of the Panel or on any matter related to the work of the Authority.
(2) All media enquiries on the Panel's activities or any matter relating to the Panel must be directed to the Authority.

28. TERMS OF REFERENCE

The Authority shall after consultation with the Panel, develop Terms of Reference which will guide the Panel on how to execute its mandate.

29. REPEAL OF REGULATIONS

These Regulations repeal the Regulations published in Government Gazette No. 40725 of 28 March 2017.

30. SHORT TITLE AND COMMENCEMENT

These Regulations shall be known as the Consumer Advisory Panel Regulations, 2022 and will come into effect on the date of publication in Government Gazette.

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

EXPLANATORY MEMORANDUM ON THE DRAFT CONSUMER ADVISORY PANEL REGULATIONS, 2022

1. INTRODUCTION

1.1 The Independent Communications Authority of South Africa ("the Authority") hereby publish the explanatory memorandum on the draft Consumer Advisory Panel Regulations.

1.2 The Council of the Authority took a decision to review and revise the current Consumer Advisory Panel Regulations as published in Government Gazette No. 40725 of 08 March 2017.

1.3 The regulations were reviewed in order to clarify the roles of the Panel Members, to strengthen CAP and address its functions.

1.4 The draft regulations further address the terms of office of the Panel Members and further deals with the issues of appointment of the Acting Chairperson in instances where the Chairperson resigns from office or his or her term of office comes to an end.

2. THE DRAFT CAP REVIEW REGULATIONS

Regulation 1

The revised Regulations introduce the definition of "Quorum" to provide clarity on how the Consumer Advisory Panel ("Panel") will quorate when it meets for meetings.

Regulation 2

Regulation 2 of the revised Regulations sets out the purpose of the Regulations.

Regulation 3

Regulation 3 of the revised Regulations sets out how the Panel will be established and which segments of the consumer constituency members of the Panel will be drawn from, including having relevant insight and experience in the Electronic Communications, Broadcasting and Postal Services sectors. The regulation further clarifies what will be the functions of panel members.

Regulation 4

Regulation 4 of the revised Regulations further provides how the Authority shall call for nomination of members to the Panel and which requirements will be needed for one to qualify to be a member of the Panel. The point of this regulation is to attract Panel members who not only represent the interests of a community of interest but also to ensure members have knowledge and understanding of the Electronic Communications, Broadcasting and Postal Services sectors.

Regulation 5

Regulation 5 of the revised Regulations sets out how many members will form part of the panel, the Panel will be composed of nine (9) members, and this is done in order to have a smaller Panel which is able to execute its mandate in a cost-effective manner and in a workable number. The provision also clarifies the term of office of the Chairperson and other Panel Members. The Chairperson will have a four (4) year tenure of office while the other Panel members will have a three (3) year tenure of office which may be renewed for one (1) additional term only. The Chairperson is given a four (4) year tenure instead of a three (3) year tenure so that he/she will be able to hand-over the work of the Panel to the next Panel once constituted.

Regulation 6

Regulation 6 of the revised Regulations sets out how Panel members, including the Chairperson, can resign from office. It further clarifies how the Authority will appoint a Chairperson, in a situation where the incumbent Chairperson resigns or appoint an acting Chairperson from the remaining Panel members. The regulation further explains how the Authority can call for nomination/s to replace Panel members who have resigned from office.

Regulation 7

Regulation 7 of the revised Regulation further to sub regulations 3 and 4 above sets out what experience is needed for one to be considered for membership into the Panel with emphasis on members with experience from organisations that represents women, youth, persons with disabilities, small micro and medium enterprises and community-based organisations or non-governmental organisations.

Regulation 8

Regulation 8 of the revised Regulations sets out a list of circumstances or scenarios that would lead to the disqualification from office or eligibility to the Panel.

Regulation 9

Regulation 9 of the revised Regulations sets out instances which could lead to the removal of a Panel member.

Regulation 10

Regulation 10 of the revised Regulations aims at ensuring that Panel members are inducted into the work of the Authority prior to their commencement of service.

Regulation 11

Regulation 11 of the revised Regulations sets out the functions of the Chairperson of the Panel.

Regulation 12

Regulation 12 of the revised Regulations sets out the functions of Panel members.

Regulation 13

Regulation 13 of the revised Regulations sets out how the Panel shall meet and what it will need to do if there is a need for additional meetings.

Regulation 14

Regulation 14 of the revised Regulations sets out how the Chairperson or the Acting Chairperson of the Panel will prepare for meetings.

Regulation 15

Regulation 15 of the revised Regulations sets out how a quorum of the Panel will be constituted and how meetings will proceed if the Chairperson or Acting Chairperson is not available to chair such meetings.

Regulation 16

Regulation 16 of the revised Regulations sets out how meetings will be held.

Regulation 17

Regulation 17 of the revised Regulations sets out the requirements for Panel members to declare any actual, potential, or existing conflict of interest and further guides such a Panel member on how to manage such conflict of interest if any. Further, regulation 17 requires a Panel member to declare any conflict of interest which may arise during the course of appointment period on the Panel.

Regulation 18

Regulation 18 of the revised Regulations sets out the guidelines for meeting minutes and further indicates that the Authority will offer administrative support to the Panel.

Regulation 19

Regulation 19 of the revised Regulations sets out the guidelines for the Panel on how it will go about reaching decisions on its work through voting in certain instances and further clarifies what the Chairperson or Acting Chairperson will be required to do in the event of a split vote. Regulation 19 further gives the Chairperson or Acting Chairperson a casting vote over and above his or her deliberative vote.

Regulation 20

Regulation 20 of the revised Regulations sets out the Authority's commitment and dedication to fund the activities of the Panel subject to budget availability.

Regulation 21

Regulation 21 of the revised Regulations sets out the Panel's remuneration process as determined by the Authority from time to time.

Regulation 22

Regulation 22 of the revised Regulations sets out the guidelines for the Panel on making recommendations to the Authority. This is further done to ensure that the work that the Panel provides the Authority high quality work based on reliable information.

Regulation 23

Regulation 23 of the revised Regulations sets out the guidelines for the Panel on submitting written reports to the Authority and applicable timelines for such reporting.

Regulation 24

Regulation 24 of the revised Regulations allows for Panel engagement with regional and international consumer protection bodies with similar mandates to that of the Panel and further allows for the exchange of information which enhance consumer protection/rights. Regulation 24 further guides the Chairperson or Acting Chairperson of the Panel on how to seek permission from the Authority before engaging with such said bodies. Lastly, regulation 24 confirms that the Authority may cover registration fees needed when engaging such bodies.

Regulation 25

Regulation 25 of the revised Regulations sets out the Authority's responsibility fortravel and accommodation costs in line with the Authority Subsistence and Travel Policy.

Regulation 26

Regulation 26 of the revised Regulations requires Panel members to keep information confidential for the integrity of the Authority's work if such information comes to a Panel member(s) by virtue of holding the office of a Panel member and further guides Panel members on circumstances under which they will be allowed to disclose information.

Regulation 27

Regulation 27 of the revised Regulations restricts Panel members from interacting and issuing media statements. It further sensitises the Panel to speak on behalf of the Panel and not the Authority when engaging stakeholder, industry or interacting with the members of the public.

Regulation 28

Regulation 28 of the revised Regulations sets out how the Authority will, after constituting the Panel, consult the Panel and draft Terms of Reference which will guide the Panel on how to execute its mandate with ease.

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 1395 OF 2022

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

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 Acting Director: Tenure Systems Implementation
Department of Agriculture, Land reform and Rural Development
Limpopo Provincial Shared Services Centre
Private Bag X9312
Polokwane
0700
FAX: 015 230 5202
TEL: 015 230 5000

OR

ABSA Building
70 Hans Van Rensburg street
Polokwane
0700

SCHEDULE

NO	NAME AND SURNAME	PROPERTY DESCRIPTION	DISTRICT	CURRENT TITLE DEED NUMBER	CURRENT OWNER	BONDS AND RESTRICTIVE CONDITIONS (INTERDICTS)	HOLDER OF THE EMCUMBRANCE
1	MATJOMANE PHADISHANG JOSEPH	PORTION 8 OF FARM THORNCLIFFE 374 KT	SEKHUKHUNE	T10543/2009 PTA	JACOBUS JOHANNES LOUW	CONVERTED FROM PTA	-
2	LEDIMO MEITE JOHANNA					CONSOLIDATED FROM	REG DIV KT, NAME THORNCLIFFE, NO 374, PRTN 4
3	MAKUWA SEPHULE REBECCA					CONSOLIDATED FROM	REG DIV KT, NAME THORNCLIFFE, NO 374, PRTN 5
4	MAKUWA MPONO DINAH						
5	MDEBELE LUCAS MNYAMANE						

Page 1 of 8

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6	SABINA MPUTI MANKGE						
7	MDEBELE BOY JOHANNES (DECEASED APPLICANT)						
	MDEBELE ADAM LUKISHA (ASSOCIATE)						
8	MAKUWA MOKGANYENG LUCAS (DECEASED APPLICANT)						
	MAKUWA JOHANNES ALFRED (ASSOCIATE)						
9	MOTEBELE CLARAH BALOSHI						
10	MATSOMANE TABUKANA JOHANNES	PORTIONS 0, 1 & 2 OF FARM RICHMOND 370 KT	SEKHUKHUNE	T96087/2014 PTA	RUSTENBURG PLATINUM MINES LTD	I-8140/2006CPTA, KT370PTA, K3385/2009SPTA, K3391/2009SPTA, K3392/2009SPTA, K542/1981SPTA, K551/1981PTA, K6094/2007SPTA, K63/1962CPTA, CONVERTED FROM PTA, KT,370,1PTA, K2605/1984SPTA, K2928/1978SPTA, K3026/1976SPTA, K3380/2009SPTA, K3383/2009SPTA, K3386/2009SPTA, K3388/2009SPTA, K3389/2009SPTA, K3497/1985SPTA, K542/1981SPTA, K599/1969RMPTA, K604/1967RMPTA, CONVERTED FROM PTA, I-8140/2006CPTA, KT,370,2PTA, K100/1979SPTA, K1788/1983SPTA, K2109/1979SPTA, K3091/1986SPTA, K3250/1976SPTA,	-
11	MATJOMANE KUBYANA LETTY						
12	MOGASHWA DINKUNYANE JOHANNES						
13	MOGASHOA KITA ELIAS						
14	MATJOMANE MACHUMU SAMUEL						
15	MATSOMANE LENGANA JOSEPH						
16	MOGOHLO MAKWA FRANS						
17	MOGASHOA DAVID LEKOBA						
18	CHABANGU (NDLOVU) LIZBETH THANDI						
19	NDLOVU EMMA						
20	NDLOVU (MASHEGO) NURSE ELSIE						
21	MOGASHOA (MATJOMANE) ESTHER NGWANATHEKU						
22	MOGASHOA REBOTILE RAGOSABO (DECEASED APPLICANT)						
	MAGANE JOSIAS (ASSOCIATE)						

23	MOGASHOA SIMON KGABO (DECEASED APPLICANT)					K3381/2009SPTA, K3382/2009SPTA, K3384/2009SPTA, K3387/2009SPTA, K3390/2009SPTA, CONVERTED FROM PTA	
	MOGASHOA KGABO MOSES (ASSOCIATE)						
24	MATJOMANE MASHEGO (DECEASED APPLICANTS)						
	MOGASHOA JAN LEKOBANA (ASSOCIATE)						
25	MOGASHOA MOKOTI PHENEAS						
26	MOGASHOA RAMAKOLOTO ALFRED						
27	MOGASHOA SARAH SEBOBODI (DECEASED APPLICANT)						
	MOGASHOA LETHOPE JOHN (ASSOCIATE)						
28	MOGASHOA MAMAILE PHILEMON						
29	KABINI MASHILO ANNA						
30	MASEMOLA SIMON JOSEPH (DECEASED)	RE OF PORTION 14 OF FARM WELTEVREDEN 165 JS	SEKHUKHUNE	T97949/2015PTA	BERG & DAL TRUST	CONSOLIDATED FROM	REG DIV JS, NAME WELTEVREDEN, NO 165, PRTN 3
	MASEMOLA DIKOSHA JACOBUS (ASSOCIATE)						
31	MALEKA MARUTLE ALFRED					CONSOLIDATED FROM	REG DIV JS, NAME WELTEVREDEN, NO 165, PRTN 4
32	BAFEDI MAKGATHE JOHANNES					CONVERTED FROM PTA	-

33	ABBIA MOSEBODI KGATE (DECEASED))	PORTION 1 OF FARM WATERVAL 1035 LS	MOPANI	T47933/1991PTA	MOUNT MERRICK CC	CONVERTED FROM PTA	-

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34	MATOME ALPHEUS BOPAPE (DECEASED) MAITE SARAH BOPAPE (ASSOCIATE)	PORTION 5 OF FARM ZANDELINGSHOEK 553 LT	MOPANI	T19468/1991PTA	HANS MERENSKY HOLDINGS PTY LTD	CONVERTED FROM PTA FROM- PTN1&4,553,LT LT,553,5	-
35	SUZAN BOPAPE						
36	JULIA BOPAPE						
37	PIET BOPAPE						
38	JOEL BOPAPE						
39	MARIA BOPAPE						
40	ANNA BOPAPE						
41	SAMUEL BOPAPE						
42	MARIAM BOPAPE						
43	THUTO BOPAPE						
44	LAZARUS BOPAPE						
45	NAKEDI THOMAS SABASA	KALKFONTEIN 365 LS	VHEMBE	T25296/1976PTA	FRANK OLDDRIEVE PTY LTD	CONVERTED FROM PTA LS,365	- -
46	MOHALA EDWARD SAMUEL (DECEASED)	PORTION 0 R/E OF THE FARM EXCELSIOR 630 MS	VHEMBE	T84988/1989PTA	HARTZENBERG JOHANNES ADOLF HARTZENBERG ALETTA JACOMINA	CONVERTED FROM PTA	REG DIV MS, NAME EXCELSIOR, NO 630, PRTN 0 R/E
47	MOHALA NTSHABO MARIA (DECEASED)						
48	MOKOENA ABEL						
49	MOKOENA STOKIE (DECEASED)						
50	MOKOENA SIMON PHINEAS (DECEASED)						
51	MOKOBANE NGOAKO PLANTINAH	PORTION 4 (R/E) OF WEENEN 40KS	WATERBERG	T1898/2001 PTA	MAREDI JOSEPH & SEPAIRA	CONVERTED FROM PTA	-

52	SEKGALA RAESIBE JENNET				PHYLISTERS MPHAHELE		
53	MOKWELE PHUTI VICTORIA						
54	MAKALELEA RAMASELA ELISA						
55	MANYANE RAMATSOBANE CHRISTINA						
56	MAMASHELA LESETJA MOSES						
57	MAVHUNGA TSHIMANGADZO GLADYS						
58	MABOYA RAESETJA CHRISTINA						
59	KOLOTSE NAMOTWA JANE						
60	SEOLWANE LESIBA JOHN						
61	TLOUAMMA NGAKO JOHN						
62	MATJIEBE JOHANNES						
63	HLOGWANE MACHINGA JOHANNES						
64	HLONGWANE MAKAMIUNI P						
65	MASHAMAITE MOKGADI R						
66	MALEBATJA NTEBATJA P						
67	MAKGOWA MALESELA S						
68	NTSHOKGOLO TIABO A						
69	MONENE MPHASHA M						
70	BALOYI RAMADIMETJA A						

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71	SETHOLE SINDA S						
72	MOKATSI MABABASA J						
73	PHIRI RAMASELA POULINA						
74	MOLOMO MALESELA JACKSON						
75	MAKALELA LESIBA P						
76	MABUYA MOKGAETJI F						
77	MANYANE LESETJA L						
78	MASALESA MADIMETJA C						
79	SEKWANA RAMADIMETJA M						
80	MASALESA MADIMETJA V						
81	BALOYI MAKHANANI E						
82	SEKHU RAESIBE S						
83	BALOYI MONENE F						
84	MOKATSE JOSIAS						
85	MAPHOSA SIMANGALENE						
86	BALOYI KABANE O						
87	BALOYI RESEMATE S						
88	MANAMELA MANARE D						
89	BALOYI KHAZAMOLA JAMES						

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90	THWALA WILSON						
91	SEOLWANE MALOSE F						
92	LEDWABA MATSOBANE C						
93	BALOYI YINGOANE H						
94	BALOYI NGOABILE C						
95	NENWELI MATODZI S						
96	MOLOMO MADIMETJA						
97	MOLOMO MATSOBANE SELLO PHILLIP						
98	PHIRI JAMES MAKALANE						
99	MASALESA MASALESA JOHANNES						
100	SEOMANE NAKEDI SOLOMON						
102	LEDWABA EZEKIELE JOSEPH						
103	NGAKANE PIET JOHANNES						
104	MANTHOSI TINTSWALO SLYVIA						
105	MANYANE MOKGAETJI GRACE						
106	BALOYI ELISA						
107	LEDWABA MATSOBANE G						
108	MASHSHI RAMOKONE JOYCE	PORTION 0 (R/E) OF GROENVALEY 563 KR	WATERBERG	T23235/2004 PTA	MODIMOLLE COMMUNITY TRUST	CONVERTED FROM PTA	-
109	SERUMULA RAISIBE CATHRINE						

110	MASHISHI OBED MALOSE						
111	RAKUMAKO LESETJA HENDRICK						
112	MANGANYE MAKHAUKANE ANNA						
113	SERUMULA KGANTSAKA PETRUS						
114	MABUSELA RAMAISELA FRANCINA						
115	TSHABALALA JAN						
116	KEKANA MALOSE FRANS						
117	SERUMULA RAMASELA MARIA						
118	MASHABANE ELIZABTH	PROTION 5 OF HAARTEBEESLAAG TE 525 KR	WATERBERG	T6512/2020 PTA	VENTER WILLEM JOHANNES	CONVERTED FROM PTA	-
119	METHETSA FRANCINA						
120	MASHIANE MOKGADI MARIA						
121	BOGOSHI MAPULA ESTHER						
122	MATHETJA MOYA WILLIAM						

For DIRECTOR-GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
SIGNED BY: SELEPE L.E
ACTING DIRECTOR: TENURE SYSTEMS IMPLEMENTATION
DULY AUTHORISED

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 1396 OF 2022

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

BARGAINING COUNCIL 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. 112 of 12 March 2021, R. 137 of 26 March 2021 and R. 365 of 18 June 2021 with effect from the second Monday after the date of publication of this notice.

MR **TW NXESI, MP**
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/11/2022

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKUHOXISWA KWESAZISO SIKAHULUMENI

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE: ISIVUMELWANO ESIYINGQIKITHI

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esingunombolo R.112 somhlaka 12 KuNdasa 2021, esingunombolo R.137 somhlaka 26 kuNdasa 2021 nesingunombolo R. 365 somhlaka 18 kuNhlangulana 2021 kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso.

MNUMZANE **TW NXESI, MP**
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 03/11/2022

DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 1397 OF 2022

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 31 March 2023.

MR TW **NXESI, MP**
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/11/2022

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

BARGAINING CONCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi **BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE** ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 31 kuNdasa 2023.

NUMZANA **TW NXESI, MP**
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 03/11/2022

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	-	Compliance by Employers, Subcontracting and use of Temporary Employment Services
Clause	7	-	Exhibition of agreement
Clause	8	-	Keeping of records
Clause	9	-	Trade Union representatives on the Council
Clause	10	-	Trade Union Office Bearers
Clause	11	-	Administration of agreement
Clause	12	-	Agents
Clause	13	-	Monthly Statement
Clause	14	-	Normal retirement age
Clause	15	-	Weekly return of Employees
Clause	16	-	Dispute resolution procedure

B – Terms and conditions of employment

Clause	17	-	Hours of work
Clause	18	-	Short Time
Clause	19	-	Forenoon and afternoon intervals
Clause	20	-	Payment of remuneration
Clause	21	-	Piece-work

Clause	22	-	Employment of Minors
Clause	23	-	Abatement of wages
Clause	24	-	Termination of employment
Clause	25	-	Night shift work
Clause	26	-	Hourly rate
Clause	27	-	Sick leave
Clause	28	-	Maternity leave
Clause	29	-	Parental benefits
Clause	30	-	Family responsibility leave
Clause	31	-	Annual leave
Clause	32	-	Shutdown period
Clause	33	-	Public holidays
Clause	34	-	Severance pay
Clause	35	-	Casual employees
Clause	36	-	Time off for trade union activities
Clause	37	-	Time off work to attend further training or further education courses
Clause	38	-	New Industry entrant employees contribution grace period
Clause	39	-	Fixed term contracts of Employment
Clause	40	-	Abscondment
Clause	41	-	Protective clothing

C – Contributions and deductions

Clause	42	-	Expenses of the Council – Council Levy
Clause	43	-	Holidays and Holiday and Bonus Fund
Clause	44	-	Subsistence allowance
Clause	45	-	Trade Union contributions
Clause	46	-	Levies payable by Employers who are members of the Employers' Association
Clause	47	-	Provident Fund contributions
Clause	48	-	Medical Ill Health Benefit Fund

PART II

Clause	49	-	Wage increase
Clause	50	-	Non compliance
Clause	51	-	Fines

PART III

Annexure	A	-	Job Grading and minimum wages
Annexure	B		Monthly statement to be submitted in terms of clause 13
Annexure	C	-	Registration as an Employer Form to be submitted in terms of clause 5
Annexure	D	-	Dispute Resolution Procedure in terms of clause 16
Annexure	E	-	Public Holidays in terms of clause 33
Annexure	F	-	Provident Fund percentage contributions

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 Western Cape and Northern Cape and excluding the Magisterial Districts of George, Knysna, Mossel Bay, Oudtshoorn and Plettenberg Bay.

"**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.

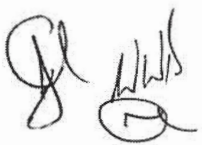
"Board" means any type of wood or wooden or related product or any other substitute material amongst others being: -laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: 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, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, doors irrespective of size of bathroom cupboards, 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 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 Employment and Labour in terms of section 32 of the Act.
(2) This Agreement shall remain in force until 31 March 2023.

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.

"**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;

"**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 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;
(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:-

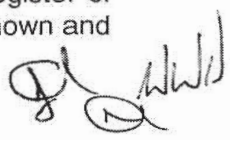
(a) forward to the Secretary of the Council a duly completed registration form in the form specified in Annexure C to this Agreement, together with the documents specified in such Annexure.

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 natasha@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 C 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.

6. COMPLIANCE BY EMPLOYERS, SUBCONTRACTING AND USE OF TEMPORARY EMPLOYMENT SERVICES

(1) The Council shall keep a register of employers in good standing and a register of employers not in good standing which registers shall be generally made known and published and shall be available to any person on request.



(2) An employer shall be in good standing with the Council for purposes of this clause if:

(a) the employer is registered as an employer with the Council: and

(b) the employer is compliant with all obligations provided for in this Agreement to be fulfilled by an employer,

(3) No employer may subcontract any work (this includes the provision of temporary employment services) that falls under the definition of "Furniture Bedding Upholstery and Curtain Manufacturing Industry" or Industry' in clause 1 of this Agreement, to another person who is subject to this Agreement ("the subcontractor"), unless both the subcontracting party and the subcontractor are, at all times during the subcontracting, employers in good standing.

(4) Regardless of whether or not sub clause (3) above has been complied with-

(a) section 200E of the Labour Relations Act, 1995 applies to a subcontracting party who, by or through a subcontractor, intends or the effect of doing so is or has been to directly or indirectly defeat the purposes of this Agreement

(b) the subcontracting party and the subcontractor (or the temporary employment service) are jointly and severally liable if the subcontractor, in respect of any of its employees, contravenes:

(i) This Agreement or any other Council agreement regulating terms and conditions of employment and /or benefits;

(ii) A binding arbitration award that regulates or relates to terms and conditions of employment; or

(iii) The Basic Conditions of Employment Act, No 75 of 1997, as amended from time to time.

7. 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;

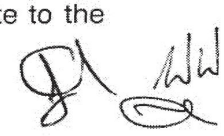
8. KEEPING OF RECORDS

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.

9. 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.



10. 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 1 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.

11. 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.

12. 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, Bedding, Upholstery and Curtain 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.



13. MONTHLY STATEMENT

(1) All payments to be made to the Council in terms of clauses, 42, 43, 46 and 48 and Provident Fund in terms of 47 of this Agreement, shall be accompanied by a statement in the form prescribed in Annexure B to this Agreement.
   (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.

14. 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.

15. WEEKLY RETURN OF EMPLOYEES

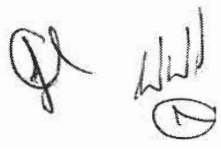
(1) Every Employer shall submit to the Council a statement in the form prescribed in Annexure B to this Agreement, reflecting particulars of Employees engaged, discharged, or who resigned during any one week, not later than the Friday following the pay-day of the week to which the statement relates.

16. 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:-
      (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

17. 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.

(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 B 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.

18. 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 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.

19. 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.

20. 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

21. PIECE-WORK

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

22. EMPLOYMENT OF MINORS

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

23. 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.

24. 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.

(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 recognized by law.

25. 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.

26. 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.

27. 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: -

(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.

28. 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

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.

29. 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.
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.

30. 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
  (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.

31. 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 (33)(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.

32. 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.



33. 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 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.

34. 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.

35. CASUAL EMPLOYEES

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

36. 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).

(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.

37. 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.



38. 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.

39. 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.
(2) For all fixed term contracts only contributions and deductions contemplated in terms of clause 42 (1) and 45 are applicable for the first six (6) months.
(3) For all learnerships only contributions and deductions contemplated in terms of clause 42 (1) and 45 are applicable for the duration of the learnership.

40. 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.

41. 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.

C – Contributions and deductions

42. 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 R5.50 per pay week from the period of operation of this agreement to the last full pay week in March 2023 and
(b) contribute R5-50 per week from the period of operation of this agreement to the last full pay week in March 2023 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.

43. 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 (43)(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 covered thereby, be transmitted by the Council to the Director-General of Employment and 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 an 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' 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:-

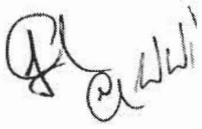
(i) Fifteen percent (15%) of an employee's actual normal time weekly wage if the employee has lost twenty minutes or less of the Company's ordinary/normal weekly working hours.

(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.

44. 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: R120,00; or
(b) where it is necessary for the Employee to obtain an evening meal and a bed: R300,00.

45. 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.

46. 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.

47. 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),

(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 administrated 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.

48. MEDICAL ILL HEALTH BENEFIT FUND

(1) An amount of R26.00 (twenty six 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.

PART II

49. 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, Semi-Skilled and Unskilled Categories

(i) Increase on Actual Wage Rates

(a) Increase on actual wage rates per category as from the first full pay week in April 2022 for parties and for non parties from the date as determined by the Minister are as follows:-

Hourly wage rates	Percentage increase agreed
To and including R30	5%
Between R30.01 – R45.00	4%
Between R45.01 – R60.00	3%
Above R60.01	No increase agreed upon

(b) Prescribed Minimum Wage Rates

(i) Prescribed Minimum Wage Rates increase per category as from the 1st full pay week in April 2022 for parties and for non parties from the date as determined by the Minister are as follows:-

Sectors	Occupation Skills Level	Occupation Skills Level Code	First full pay week in April 2022 for parties and for non parties from the date as determined by the Minister
Furniture, Bedding, Curtaining and Upholstery	Unskilled Employees	05	**R23.19** per hour
	Semi-skilled Employees	04	**R24.54** per hour
	Skilled Employees	03	**R26.36** per hour
	Chargehands	02	**R28.43** per hour
	Foremen & Supervisors	01	**R28.43** per hour

50. NON COMPLIANCE

(a) All contributions payable in terms of clause 42, 43, 46 and 48 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.

(c) An Employer who is in arrears with payments in terms of paragraph (a) and (b) and who fails, 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).

(d) 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 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.

51. 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
   a. 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
   b. 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.

TABLE TWO	
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.

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 workflow 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.

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.

B. PRESCRIBED MINIMUM HOURLY WAGE RATES FOR EMPLOYEES

Sectors	Occupation Skills Level	Occupation Skills Level Code	First full pay week in April 2022 for parties and for non parties from the date as determined by the Minister
Furniture, Bedding, Curtaining and Upholstery	Unskilled employees	05	R23.19 per hour
	Semi-skilled employees	04	R24.54 per hour

	Skilled employees	03	R26.36 per hour
	Chargehands	02	R26.36 per hour
	Foremen & Supervisors	01	R28.43 per hour

Note: *The prescribed minimum wage rate to be increased from the first full pay week in April 2022 for parties, by the same percentage increase applied to the national minimum wage.*

ANNEXURE B
COUNCIL RETURN

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

NOTE: - USE THIS RETURN FOR THE MONTHS OF APRIL 2022 TO MARCH 2023 ONLY

N WHICH THEY WERE DUE to the Secretary, P.O. Box 1529, Sanlamhof, 7532

NAME OF THE FIRM:

ADDRESS OF FIRM:

MONTH AND YEAR: / MAAND EN JAAR:

AMOUNT OF WEEKS IN THIS MONTH:

FIRM's P.A.Y.E. No. / FIRMA SE P.A.Y.E. No. (Issued by S.A.R.S.)	
FIRM'S CODE: / FIRMA SE KODE:	(Issued by Council)

FIRM'S BASIC WEEKLY WORKING HOURS: (Maximum Normal Hours = 44)	0
* Total no of employees employed by the Company	0
* Employees under the Bargaining Unit as per this return	

* Required by the Department of Labour and Trade and Industry to determine total employees employed in the Sector

Agency Fee or MAS not both

IDENTITY NUMBER	INDEX NUMBER	SURNAME OF EMPLOYEE	FIRST NAME OF EMPLOYEE	SKILL LEVEL	OCCUPATION	NORMAL WAGE	AGENCY FEE	MEDASSIST SCHEME	UNION FEE
				Skilled Semi-skilled Unskilled		basic weekly working hours x by employee's hourly rate	R26 per week	R26 per week per NUFAWSA Member	[illegible] per week per NUFAWSA member. (Employee
IDENTITEITSNOMMER	VERWYSINGS NR.	VAN VAN WERKNEMER	VOORNAME	VAARDIGHEIDSVLAK	AMBAG	GEWONE LOON	AGENTSKAPS FOOI	MEDHELP SKEMA	UNIEFOOI
						weeklikse werksure vermenigvuldig met werknemer se uurlikse	R26 per week	R26 per week per NUFAWSA Ltd	R83.20 per week per NUFAWSA Ltd
	Issued by Council			See min. wage list		Contractual fixed weekly wa	Full month	Full month	Full month
							0.00	0.00	
							0.00	0.00	
							0.00	0.00	
							0.00	0.00	
							0.00	0.00	
							0.00	0.00	
							0.00	0.00	
							0.00	0.00	
							0.00	0.00	
							0.00	0.00	
							R 0.00	R 0.00	PAID DIRECTLY TO UNION

EARNINGS - TOTAL						OVERTIME EARNINGS					
remuneration earned for normal time worked, excluding overtime						remuneration earned for actual overtime worked					
VERDIENSTE - TOTALE						OORTYD VERDIENSTE- TOTALE					
besoldiging ontvang vir normale tyd gewerk, oortyd uitgesluit						besoldiging ontvang vir oortyd tyd gewerk, normale tyd uitgesluit					
					TOTAL						TOTAL
WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	TOTAAL	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	TOTAAL
					0.00						0.00
					0.00						0.00
					0.00						0.00
					0.00						0.00
					0.00						0.00
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					0.00						0.00
					0.00						0.00
					0.00						0.00
					0.00						0.00
					R 0.00						R 0.00

HOLIDAY & BONUS FUND						COUNCIL LEVIES	Total Employer's and Employee's Provident Fund Contribution:						Provident Fund Housing Loan Contributions					
Main Agreement Clause 42(3) refers						Monthly at R5.50 - R5.50 per week	12% of Normal Wage jointly						Employee only contribution					
VAKANSIE EN BONUS FONDS						RAADSHEFFINGS	Totale Werkgewer en Werknemer se Voorsorgfondsbydraes: Gesamentlik 12% van						Voorsorgfonds Huis Lening Bydrae					
Hoofooreenkoms Klousule 42(3) verwys						Maandeliks teen R5.50 - R5.50 per week	Gesamentlik 12% van Gewone Loon						Werknemer bydrae					
					TOTAL	TOTAL	12%	12%	12%	12%	12%	TOTAL						TOTAL
WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	TOTAAL	Full month	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	TOTAAL	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	TOTAAL
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					0.00	0	0.00	0.00	0.00	0.00	0.00	0.00						0.00
					R 0.00	R 0.00						R 0.00						R 0.00

INTEREST WILL BE CHARGED ON PAYMENTS NOT RECEIVED BY THE DUE DATE:- PROVIDENT FUND FROM THE 7th OF THE MONTH and ALL OTHER COUNCIL CONTRIBUTIONS BY THE 15th.

RENTE IS BETAALBAAR OP ALLE BEDRAE WAT NIE ONTVANG IS TEEN DIE BETAALBARE DATUM:- VOORSORGVONDS TEEN DIE 7de VAN DIE MAAND EN ALL DIE ANDER RAAD SE BYDRAES TEEN DIE 15de VAN DIE MAAND

CAPE FURNITURE MANUFACTURERS ASSOCIATION (CFMA Levy = R2 per employee per month with a minimum monthly levy of R200)	
BARGAINING LEVY / BEDINGINGS FOOI (Payable by Employers who are not CFMA members of R173.34)	

Electronic Fund Transfer (EFT) -

Furniture Bargaining Council	Provident Fund for the Furniture Industry, Western Cape
Standard Bank, Victoria Road, Salt River	Standard Bank, Victoria Road, Salt River
Current Account # 071227520	Current Account # 071232354
Branch Code 020909	Branch Code 020909

Amount payable to the Bargaining Council for the month of	0	is	R 0.00
Amount payable to the Provident Fund for the month of	0	is	R 0.00

GRAND TOTAL / GROOT TOTAAL	R 0.00

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

   .....

   .....

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

.....

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)

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.
   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;

(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: -

(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 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.



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.

This Agreement was signed on 24 August 2022.

W. Dyers
Chairperson

J. Claassen
Vice-Chairperson

N. Abrahams
Secretary

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1398 OF 2022

INTERNATIONAL TRADE ADMINISTRATION COMMISSION OF SOUTH AFRICA

NOTICE OF FINAL DETERMINATION OF A SUNSET REVIEW OF THE ANTI-DUMPING DUTY ON UNFRAMED GLASS MIRRORS ORIGINATING IN OR IMPORTED FROM THE REPUBLIC OF INDIA

In accordance with the provisions of Section 53 of the Anti-Dumping Regulations and Article 11.3 of the World Trade Organization Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade, any definitive anti-dumping duty shall be terminated on a date not later than five years from its imposition, unless the authorities determine, in a review initiated before that date, on their own initiative or upon a duly substantiated request made by or on behalf of the domestic industry within a reasonable period of time prior to that date, that the expiry of the duties would likely lead to continuation or recurrence of dumping and injury.

On 03 July 2020 the International Trade Administration Commission of South Africa ("the Commission") notified interested parties through Notice No. 367 of 2020 in *Government Gazette* No. 43495, that unless a substantiated request is made indicating that the expiry of the anti-dumping duty against imports of unframed glass mirrors originating in or imported from Republic of India ("India") would likely lead to the continuation or recurrence of dumping and injury, the anti-dumping duty on unframed glass mirrors originating in or imported from the India would expire on 04 August 2021.

PFG Building Glass, a division of PG Group (Pty) Ltd ("the Applicant") submitted an application to the Commission on 25 February 2021. After all deficiencies were identified and addressed, an updated final application was received on 29 March 2021.

On 08 June 2021, the Commission initiated a sunset review investigation of the anti-dumping duty on unframed glass mirrors, originating in or imported from India through Notice No.371 of 2021 in *Government Gazette* No.44724 on 18 June 2021. The deadline for comment was 27 July 2021.

The investigation was initiated after the Commission considered that the Applicant submitted *prima facie* information to indicate that there is a likelihood of the recurrence of dumping and the recurrence of material injury to the Southern African Customs Union ("SACU") industry should the current anti-dumping duty expire.

No properly documented responses were received from any of the manufacturers/exporters in India nor from any SACU importers. Comments received from two importers, namely Glass Edge (Pty) Ltd and Amber Bay Investments 71 (Pty) Ltd, were taken into consideration by the Commission

After considering all information submitted, the Commission issued "Essential Facts" letters indicating that it was considering making a final determination that the expiry of the anti-dumping duty on the subject product originating in or imported from India would likely lead to the recurrence of dumping and the recurrence of material injury. Comments on the Commission's "Essential Facts" letters received from interested parties were taken into consideration by the Commission.

Considering all the comments received, the Commission made a final determination that the expiry of the anti-dumping duties on unframed glass mirrors originating in or imported from India would likely lead to the recurrence of dumping and material injury.

The Commission therefore made a final determination to recommend to the Minister of Trade, Industry, and Competition that the current anti-dumping duty on unframed glass mirrors originating in or imported from India, be maintained.

The Minister approved the Commission's recommendation. The Commission's detailed reasons for its decision are set out in Commission's Report No. 677 (Final determination report).

Should you have any queries, please do not hesitate to contact us at the following e-mail addresses; Mr Zuko Ntsangani at zntsangani@itac.org.za or Mr Thabelo Tshikomba at TTshikomba@itac.org.za.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1399 OF 2022

COMPETITION TRIBUNAL

NOTIFICATION OF COMPLAINT REFERRAL

The Competition Tribunal gives notice in terms of Section 51(3) & (4) of the Competition Act 89 of 1998 as amended, that it received the c COVCR074Jul20omplaint referrals listed below. The complaint(s) alleges that the respondent(s) engaged in a prohibited practice in contravention of the Competition Act 89 of 1998.

Case No.	Complainant	Respondent	Date received	Sections of the Act
CR134Oct22	Competition Commission	Brian Pienaar (Pty) Ltd; Brian Pienaar North (Pty) Ltd and Pienaar Brothers	21/10/2022	4(1)(b)(ii)
CR142Oct22	Competition Commission	Vita Gas (Pty) Ltd	28/10/2022	8(d)(i); 8(c)

The Chairperson
Competition Tribunal

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1400 OF 2022

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
LM091Aug22	K2022451328 (South Africa) (Pty) Ltd	30 Percent Interest in Preference Capital (Pty) Ltd	04/10/2022	Approved
LM088Aug22	Emira Property Fund ltd	Transcend Residential Property Fund Ltd	07/10/2022	Approved
LM062Jul22	Motus Group Ltd	Sandown Motor Holdings (Pty) Ltd	19/10/2022	Approved
LM093Aug22	Royale Energy (Pty) Ltd	Fuelex (Pty) Ltd	19/10/2022	Approved Subject to Conditions
LM113Sep22	KZN Pension House (Pty) Ltd	Vividend Income Fund in Respect of the Letting Enterprise Known as SARS Durban	19/10/2022	Approved
LM087Aug22	Tyme Bank Holdings Ltd	Retail Capital Ltd	28/10/2022	Approved

The Chairperson
Competition Tribunal

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1401 OF 2022

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 20131 Ed 1	*Uniform provisions concerning the approval of motor vehicles with regard to the Advanced Emergency Braking Systems (AEBS*). Applies to the approval of vehicles of category M2, N2, M3 and N3 1 with regard to an on-board system to avoid or mitigate the severity of a rear-end in lane collision.	2022-12-20
SATS 33061 Ed 1	*Information technology – Process assessment – Process assessment model for software life cycle processes*. Defines a process assessment model for software life cycle processes, conformant with the requirements of ISO/IEC 33004, for use in performing a conformant assessment in accordance with the requirements of ISO/IEC 33002.	2022-12-19
SANS 15962 Ed 2	*Information technology – Radio frequency identification (RFID) for item management – Data protocol: data encoding rules and logical memory functions*. Focuses on encoding the transfer syntax of the application commands defined in ISO/IEC 15961-1(published in South Africa under the designation SANS 60076-6).	2022-12-19
SANS 16063-21 Corr 1	*Methods for the calibration of vibration and shock transducers – Part 21: Vibration calibration by comparison to a reference transducer*. Describes the calibration of rectilinear vibration transducers by comparison.	2022-12-19
SANS 19770-8 Ed 1	*Information technology – IT asset management – Part 8: Guidelines for mapping of industry practices to/from the ISO/IEC 19770 family of standards*. Defines requirements, guidelines, formats and approaches for use when producing a mapping document that defines how industry practices map to/from the ISO/IEC 19770 series.	2022-12-19
SANS 62559-3 Ed 1	*Use case methodology – Part 3: Definition of use case template artefacts into an XML serialized format*. Defines the required core concepts and their serialization into XML syntactic format of a use case template, an actor list and list for detailed requirements.	2022-12-21
SANS 62282-5-100 Ed 1	*Fuel cell technologies – Part 5-100: Portable fuel cell power systems – Safety*. Covers construction, marking and test requirements for portable fuel cell power systems.	2022-12-21
SANS 60050-485 Ed 1	*International Electrotechnical Vocabulary (IEV) – Part 485: Fuel cell technologies*. Gives the general terminology used in fuel cell technologies, as well as general terms pertaining to specific applications and associated technologies.	2022-12-21
SANS 1799 Ed 2	*Watt-hour meters – AC electronic meters for active energy*. Specifies requirements for newly manufactured static watt-hour meters of accuracy classes 1 and 2, for the measurement of alternating current (a.c.) electrical active energy of frequencies in the range 45 Hz to 65 Hz, and for their type tests.	2022-12-21
SANS 20130 Ed 1	*Uniform provisions concerning the approval of motor vehicles with regard to the Lane Departure Warning System (LDWS*). Applies to the lane departure warning system of vehicles of categories M2, N2, M3 and N3 1.	2022-12-22
SANS 60269-7 Ed 1	*Low voltage fuses – Part 7: Supplementary requirements for fuse-links for the protection of batteries and battery systems.* Applies to fuse-links for the	2022-12-24

	protection of batteries and battery systems, including, but not limited to terminology, for electricity storage in equipment for circuits of nominal voltages up to 1 500 V DC.	

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

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 withdrawn them.

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

SCHEDULE A.3: WITHDRAWAL OF INFORMATIVE AND NORMATIVE DOCUMENTS

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

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

SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS

SCHEDULE B.1: NEW STANDARDS

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

Standard No. and year	Title, scope and purport
SANS 51176-1:2022 Ed 2	*Playground equipment and surfacing – Part 1: General safety requirements and test methods*. Specifies the test apparatus and the impact test methods for determining the impact attenuation of surfacing by measuring the acceleration experienced during impact.
SANS 51176-2:2022 Ed 2	*Playground equipment and surfacing – Part 2: Additional specific safety requirements and test methods for swings*. Specifies additional safety requirements for swings intended for permanent installation for use by children.
SANS 51176-7:2022 Ed 2	*Playground equipment and surfacing – Part 7: Guidance on installation, inspection, maintenance and operation*. Applies to playground equipment, surfacing and ancillary items, e.g. gates, fences, benches, bins, shades, etc.

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 3001-BT12:2022 Ed 1.1	*Civil engineering test methods – Part BT12: Determination of the in situ permeability of a bituminous surfacing (Marvil test). Consolidated edition incorporating amendment No.1.* Amended to update the introduction, referenced standards, and to add the table on water classification quality requirements.
SANS 11167:2022 Ed 3.1	*Textiles – Dimensional stability during domestic washing and drying procedures. Consolidated edition incorporating amendment No.1.* Amended to delete the annex on notes to purchasers, and to update referenced standards.

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 60034-27:2007 Ed 1	*Rotating electrical machines – Part 27: Off-line partial discharge measurements on the stator winding insulation of rotating electrical machines.*

SCHEDULE B4: ESTABLISHMENT OF TECHNICAL COMMITTEES

Committee No.	Title	Scope

SCHEDULE B5: RETRACTION OF PREVIOUSLY GAZETTED ITEMS

SANS 129446 Paints and varnishes - Corrosion protection of steel structures by protective paint systems - Part 6: Laboratory performance test methods was erroneously notified on the Government on 2022-10-14 and is hereby withdrawn.

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

SCHEDULE B6: 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.

BOARD NOTICE 363 OF 2022

HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)

RULES RELATING TO THE REGISTRATION BY MEDICAL PRACTITIONERS AND DENTISTS OF ADDITIONAL QUALIFICATIONS: AMENDMENT

The Health Professions Council of South Africa has, under section 61A of the Health Professions Act, 1974 (Act No. 56 of 1974), made the rules in the schedule.

SCHEDULE

Definitions

1. In these rules **"the rules"** means the rules relating to the registration by medical practitioners and dentists of additional qualifications published as Board Notice 35 of 1999 published under Government Gazette No: 19890 of 31 March 1999 as amended by Board Notices. 46 of 2005 published under Government Gazette No: 27592 of 20 May 2005, 34 of 2006 published under Government Gazette No: 28779 of 05 May 2006, 22 of 2007 published under Government Gazette No: 29689 of 16 March 2007, 130 of 2010 published under Government Gazette No: 33540 of 17 September 2010, 109 of 2011 published under Government Gazette No: 34362 of 17 June 2011, 122 of 2012 published under Government Gazette No: 35517 of 20 July 2012, 31 of 2013 published under Government Gazette No: 36225 of 15 March 2013, 28 of 2014 published under Government Gazette No: 37421 of 14 March 2014, 85 of 2014 published under Government Gazette No: 37872 of 01 August 2014, 164 of 2015 published under Government Gazette No: 39127 of 21 August 2015, 4 of 2016 published under Government Gazette No: 39736 of 26 February 2016, 172 published under Government Gazette No: 42037 of 16 November 2018, and 224 published under Government Gazette No: 46032 of 11 March 2022, and any word or expression to which a meaning has been assigned in the rules shall have that meaning, unless the context otherwise indicates.

Amendment of Rule 2 of the rules

Rule 2 of the rules is hereby amended by the insertion, in alphabetical order and in paragraph (b), of the following qualifications: -

Examination authority	Qualifications	Abbreviation for registration
Witwatersrand, University of	Master of Medicine (Dermatology)	MMed (Dermatology) Witwatersrand
KwaZulu-Natal, University of	Master of Medicine (Nuclear Medicine)	MMed (Nuclear Medicine) KwaZulu-Natal
	Master of Medicine (Neurology)	MMed (Neurology) KwaZulu-Natal
	Master of Medicine (Medical Genetics)	MMed (Medical Genetics) KwaZulu-Natal
Walter Sisulu University	Master of Medicine	MMed Walter Sisulu

Amendment of Rule 3 of the rules

Rule 3 of the rules is hereby amended by the insertion, in alphabetical order and in paragraph (b), of the following qualifications: -

Examination authority	Qualifications	Abbreviation for registration
Sefako Makgatho Health Sciences University	Master of Dentistry in Community Dentistry	M Dent (Community Dentistry) SMU
	Master of Dentistry in Maxillofacial and Oral Surgery	M Dent (Maxillofacial and Oral Surgery) SMU
	Master of Dentistry in Orthodontics	M Dent (Orthodontics) SMU

	Master of Dentistry in Oral Pathology	M Dent (Oral Pathology) SMU
	Master of Dentistry in Oral Medicine and Periodontology	M Dent (Oral Medicine and Periodontology) SMU
	Master of Dentistry in Prosthodontics	M Dent (Prosthodontics) SMU
	Master of Dental Science	MDS Either by coursework or major dissertation and offered in several disciplines SMU
	Master of Science in Dentistry	MSc (Dent) SMU
	Bachelor of Science Honours in Dental Sciences	BScHons (Dental Sciences) SMU
	Postgraduate Diploma in Dentistry	PGDip Dent~~)~~ SMU
	Doctor of Philosophy	PhD (SMU)
	Doctor of Dentistry	D Dent (SMU)
Witwatersrand, University of	Master of Science Dentistry	MScDent (Oral Medicine) Wits
	Master of Science Dentistry	MScDent (Orthodontics) Wits
	Master of Science Dentistry	MScDent (Maxillo-Facial and Oral Pathology) Wits
	Master of Science Dentistry	MScDent (Paedodontics) Wits
	Master of Science Dentistry	MScDent (Restorative Dentistry) Wits

	Master of Science Dentistry	MScDent (Community Dentistry) Wits
	Master of Science Dentistry	MScDent (Implantology) Wits
	Master of Science Dentistry	MScDent (Endodontics) Wits
	Master of Science Dentistry	MScDent (Prosthodontics) Wits
	Master of Science Dentistry	MScDent (Maxillo-Facial Radiology) Wits
	Master of Science Dentistry	MScDent (Community Dentistry) Wits
	Master of Science Dentistry	MScDent (Implantology) Wits
	Master of Science Dentistry	MScDent (Endodontics) Wits
	Master of Science Dentistry	MScDent (Prosthodontics) Wits
	Master of Science Dentistry	MScDent (Maxillo-Facial Radiology) Wits
	Master of Science Dentistry	MScDent (Oral Pathology) Wits
Pretoria, University of	Master of Dental Surgery in Orthodontics	MChD (Orth) Pret

	Master of Dental Surgery in Community Dentistry	MChD (Comm Dent) Pret
	Master of Dental Surgery (Maxillo facial and Oral Surgery Medicus)	MChD (ChirMaxFac-Med) Pret
	Master of Dental Surgery (Maxillo-facial and Oral Surgery Dental)	MChD (ChirMaxFac-Dent) Pret
	Master of Science Dentistry	MScDent Pret
	Master of Science Dentistry	MScDent (Oral Surg) Pret
	Master of Science Dentistry	MScDent (MaxFac Oral Rad) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Endodontics) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Orthodontics) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Forensic Odontology) Pret
	aduate Diploma in Dentistry	PGDip Dent (Pedodontics) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Oral Surgery) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Periodontology) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Restorative Dentistry) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Prosthetics) Pret

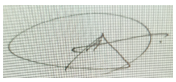
	Postgraduate Diploma in Dentistry	PGDip Dent (Oral Medicine) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Oral Microbiology) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Preventive Dentistry) Pret
	aduate Diploma in Dentistry	PGDip Dent (Community Dentistry) Pret
	aduate Diploma in Dentistry	PGDip Dent (Practice Management) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Dental Materials) Pret
	aduate Diploma in Dentistry	PGDip Dent (Aesthetic Dentistry) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Implantology) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Prosthodontics) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Radiography) Pret
	Postgraduate Diploma in Dentistry	PGDip Dent (Oral Pathology) Pret
	Doctor of Dental Surgery	DChD Pret
	Doctor of Philosophy	PhD Pret
	Doctor of Science	DSc Pret

	Master of Dental Surgery in Oral Pathology	MChD (Oral Path) Pret
	Master of Dental Surgery in Prosthodontics	MChD (Pros) Pret
	Master of Dental Surgery in Oral Medicine and Periodontics	MChD (OMP) Pret
Western Cape, University of the	Doctor of Science	DSc (UWC)
	Master of Science Dentistry	MScDent (Dental Public Health) UWC
	Master of Science Dentistry	
	Master of Science Dentistry	MScDent (Forensic Dentistry) UWC
	Master of Science Dentistry	MScDent (Maxillofacial Surgery) UWC
	Master of Science Dentistry	MScDent (Oral Medicine) UWC
	Master of Science Dentistry	MScDent (Periodontology) UWC
	Master of Science Dentistry	MScDent (Oral Medicine and Periodontology) UWC
	Master of Science Dentistry	MScDent (Oral Pathology) UWC

	Master of Science Dentistry	MScDent (Paediatric Dentistry) UWC
	Master of Science Dentistry	MScDent Restorative Dentistry) UWC
	Master of Science in Maxillofacial Radiology	MSc (Maxillofacial Radiology)
	Postgraduate Diploma in Dentistry	PGDip Dent (Aesthetic Dentistry) UWC
	Postgraduate Diploma in Dentistry	PGDip (Dentistry) UWC
	Postgraduate Diploma in Dentistry	PGDip Dent (Endodontics) UWC
	Postgraduate Diploma in Dentistry	PGDip Dent (Forensic Dentistry) UWC
	Postgraduate Diploma in Dentistry	PGDip Dent (Implantology) UWC
	Postgraduate Diploma in Dentistry	PGDip Dent (Interceptive Orthodontics) UWC
	Postgraduate Diploma in Dentistry	PGDip Dent (Maxillofacial Radiology) UWC
	Postgraduate Diploma in Dentistry	PGDip Dent (Oral Pathology) UWC
	Postgraduate Diploma in Dentistry	PGDip Dent (Paediatric Dentistry) UWC
	Postgraduate Diploma in Dentistry	PGDip Dent (Sedation and Pain Control) UWC

	Postgraduate Diploma in Dentistry in Minor Oral Surgery	PGDip (Minor Oral Surgery) UWC

Signed by:Thabo meshack Pinkoane
Signed at:2022-10-18 15:16:58 +02:00
Reason:I approve this document



DR. THABO MESHACK PINKOANE

ACTING REGISTRAR

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