

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette	*No. 11679*	*Regulasiekoerant*
Vol. 705	**22 March / Maart 2024**	**No. 50317**

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

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

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

GPW has an official email with the domain as **@gpw.gov.za**

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* 2024

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

- **28 December 2023,** Thursday for the issue of Friday **05 January 2024**
- **05 January,** Friday for the issue of Friday **12 January 2024**
- **12 January,** Friday for the issue of Friday **19 January 2024**
- **19 January,** Friday for the issue of Friday **26 January 2024**
- **26 January,** Friday for the issue of Friday **02 February 2024**
- **02 February,** Friday for the issue of Friday **09 February 2024**
- **09 February,** Friday for the issue of Friday **16 February 2024**
- **16 February,** Friday for the issue of Friday **23 February 2024**
- **23 February,** Friday for the issue of Friday **01 March 2024**
- **01 March,** Friday for the issue of Friday **08 March 2024**
- **08 March,** Friday for the issue of Friday **15 March 2024**
- **14 March,** Thursday for the issue of Friday **22 March 2024**
- **20 March,** Wednesday for the issue of Thursday **28 March 2024**
- **27 March,** Wednesday for the issue of Friday **05 April 2024**
- **05 April,** Friday for the issue of Friday **12 April 2024**
- **12 April,** Friday for the issue of Friday **19 April 2024**
- **19 April,** Friday for the issue of Friday **26 April 2024**
- **25 April,** Thursday for the issue of Friday **03 May 2024**
- **03 May,** Friday for the issue of Friday **10 May 2024**
- **10 May,** Friday for the issue of Friday **17 May 2024**
- **17 May,** Friday for the issue of Friday **24 May 2024**
- **24 May,** Friday for the issue of Friday **31 May 2024**
- **31 May ,** Friday for the issue of Friday **07 June 2024**
- **07 June,** Friday for the issue of Friday **14 June 2024**
- **13 June,** Thursday for the issue of Friday **21 June 2024**
- **21 June,** Friday for the issue of Friday **28 June 2024**
- **28 June,** Friday for the issue of Friday **05 July 2024**
- **05 July,** Friday for the issue of Friday **12 July 2024**
- **12 July,** Friday for the issue of Friday **19 July 2024**
- **19 July,** Friday for the issue of Friday **26 July 2024**
- **26 July,** Friday for the issue of Friday **02 August 2024**
- **01 August,** Thursday for the issue of Thursday **08 August 2024**
- **08 August,** Thursday for the issue of Friday **16 August 2024**
- **16 August,** Friday for the issue of Friday **23 August 2024**
- **23 August,** Friday for the issue of Friday **30 August 2024**
- **30 August,** Friday for the issue of Friday **06 September 2024**
- **06 September,** Friday for the issue of Friday **13 September 2024**
- **13 September,** Friday for the issue of Friday **20 September 2024**
- **19 September,** Thursday for the issue of Friday **27 September 2024**
- **27 September,** Friday for the issue of Friday **04 October 2024**
- **04 October,** Friday for the issue of Friday **11 October 2024**
- **11 October,** Friday for the issue of Friday **18 October 2024**
- **18 October,** Friday for the issue of Friday **25 October 2024**
- **25 October,** Friday for the issue of Friday **01 November 2024**
- **01 November,** Friday for the issue of Friday **08 November 2024**
- **08 November,** Friday for the issue of Friday **15 November 2024**
- **15 November,** Friday for the issue of Friday **22 November 2024**
- **22 November,** Friday for the issue of Friday **29 November 2024**
- **29 November,** Friday for the issue of Friday **06 December 2024**
- **06 December,** Friday for the issue of Friday **13 December 2024**
- **12 December,** Thursday for the issue of Friday **20 December 2024**
- **18 December,** Wednesday for the issue of Friday **27 December 2024**

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.

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

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 4536 **22 March 2024**

LIQUOR PRODUCTS ACT, 1989
(ACT No. 60 OF 1989)

PROHIBITION OF THE USE OF GEOGRAPHICAL INDICATIONS OF THE EUROPEAN UNION AND THE UNITED KINGDOM IN CONNECTION WITH THE SALE OF LIQUOR PRODUCTS: AMENDMENT

I, Angela Thokozile Didiza, Minister of Agriculture, Land Reform and Rural Development, acting under section 11(4) of the Liquor Products Act, 1989 (Act No. 60 of 1989), hereby publish the proposed amendment to Government Notice No. R. 722 of 28 October 2016 to the extent set out in the Schedule, for public comment.

Interested parties are invited to submit written comments within 30 days from the date of publication of this Notice to the following address:

The Administering Officer (Act No. 60 of 1989)

Department of Agriculture, Land Reform and Rural Development

Private Bag X343, Pretoria, 0001

Harvest House Building, 30 Hamilton Street, Office No. HH 219-220, Arcadia, Pretoria

Tel. no. 012 319 6535; Fax no. 012 319 6505

Email: BillyM@dalrrd.gov.za and please Cc WendyJ@Dalrrd.gov.za

Please note that comments or representations received after the closing date may be disregarded.

MRS A.T. DIDIZA, MP
Minister of Agriculture, Land Reform and Rural Development.

SCHEDULE

DRAFT

Definition

1. In this Schedule "the Notice" means the Schedule to Government Notice No. R. 722 of 28 October 2016.

Amendment of clause 2 of the Notice

2. Clause 2 of the Notice is hereby amended by the substitution for the title of the following title:

"Prohibition of the use of geographical indications of the European Union and the United Kingdom".

Amendment of the Table of the Notice

3. The Table of the Notice is hereby amended by the insertion after item 139 of the following items:

	Country	Geographical indication	Date
	1	**2**	**3**
“139a	United Kingdom	Irish Cream	1 February 2002
139b	United Kingdom	Irish Whiskey / Uisce Beatha Eireannach / Irish Whisky	1 February 2002”

DRAFT

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4537 **22 March 2024**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU NATAL: THE PROVIDNET FUND AND MORTALITY BENEFIT ASSOCIATION 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. 1187 of 30 September 2016, R. 434 of 30 July 2021, R.1497 of 11 November 2021 and R. 1795 of 12 May 2023 with effect from the second Monday after the date of publication of this notice.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 09/03/2024

UMNYANGO WEZEMISEBENZI NABASEBENZI

R. ..... **USUKU: .....**

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKUHOXISWA KWESAZISO SIKAHULUMENI

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU NATAL: ISIVUMELWANO SESIKHWAMA ESIHLINZEKAYO KANYE NESENHLANGANO YENZUZO YOKUFA

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esingunombolo R.1187 somhlaka 30 KuMandulo 2016, esingunombolo R.434 somhlaka 30 kuNtulikazi 2021, esingunombolo R. 1497 somhlaka 11 kuLwezi 2021 nesingunombolo R. 1795 somhlaka 12 kuNhlaba 2023 kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 09/03/2024

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU NATAL: EXTENSION TO NON-PARTIES OF THE PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION 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 KwaZulu Natal**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the Second Monday after publication of this Notice and shall remain in force until the 30 June 2027.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 07/03/2024

UMNYANGO WEZEMISEBEBNZI NEZABASEBENZI

R. ..... **USUKU: .....**

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU NATAL: UKWELULELWA KWESIVUMELWANO SESIKHWAMA ESIHLINZEKAYO KANYE NESENHLANGANO YENZUZO YOKUFA SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi **Bargaining Council for the Furniture Manufacturing Industry KwaZulu Natal,** ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela ngomhlaka 30 kuNhlangulana 2027.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 09/03/2024

SCHEDULE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL

PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION

COLLECTIVE AGREEMENT

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

KwaZulu-Natal Furniture Manufacturers' Association

Allied Business 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, KwaZulu-Natal.

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CHAPTER 1

1. SCOPE OF APPLICATION OF AGREEMENT

1 The terms of this Agreement shall be observed in the Furniture Manufacturing Industry as defined hereunder, in the Province of KwaZulu-Natal-

"Furniture Manufacturing Industry" : means without in any way limiting the ordinary meaning of the expression, the manufacture of furniture either in whole or in part of all types of furniture irrespective of the materials used and shall include the following :

(a) Furniture :

Assembling of all items and / or components of furniture, repairing, spraying, polishing, re-polishing, wood machining, veneering, woodturning, carving, painting, staining, wood bending and laminating, the making of and / or repairing of frames, loose covers and / or cushions. Furniture manufacturing shall also include hotel, tea room or restaurant furniture, office, church, school, bar and theatre furniture, cabinets for musical instruments and radio cabinets. The veneering, laminating, papering and / or wrap of all types of doors, large or small, including the manufacturing of all items or components, whether or not such items are intended to be free standing, built in and / or affixed to a building as listed in (i) to (vii) below :

(i). dressers, cupboards, units for the housing of sinks and appliances, grocery cupboards, shelves, pigeon holes, worktops, tables, chairs, benches and pelmets ;

(ii) multi-purpose cabinets which can be used either singly or in combination with each other for various purposes, including kitchen

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dressers, kitchen cupboards and fittings including cupboards and / or cabinets in any other part of a building ;

(iii) headboards and pedestals for beds, wardrobes and wall units ;

(iv) other cabinets and cupboards, benches, tables, chairs, benches for laboratories, shops, offices or banks ;

(v) counters, shelves and cupboards for use in bars, hotels, shops, offices or banks

(vi) the assembly of and fitting in any building of any type of furniture;

(vii) the repairing or remedying in any building of any type of furniture ;

(b) Bedding :

The manufacture and / or processes involved in the manufacture of bedding, including all types of mattresses, spring mattresses, overlays, pillows, bolsters, spring units, bed spring mattresses and studio couches, which is designed for seating and / or conversion into a bed and of which the frame is constructed mainly of metal and the seating and / or sleeping surface consists of a mattress and / or cushion.

(c) Upholstery :

The upholstering and / or re-upholstering of all types of furniture, or item of furniture, bedding, pelmets and mattress bases.

(d) Curtain Making :

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The making, altering, repairing and / or fitting of curtains, rails, rods and pelmets.

(e) **Cane Furniture :**

The manufacturing of furniture made principally of wicker, cane and / or grass.

(f) **Ancillary Items :**

The manufacture in a factory, building and / or elsewhere in conjunction with items specified under (a) to (e) products of which wood constitutes the main component, which shall include plywood, veneer boards, chip board, laminated board, block board and / or any similar product for use in ;

(i). the erection, completion, renovation, repair, maintenance or alteration of permanent finish of buildings or structures, including but not limited to mouldings, skirting boards, panelling, shelving, banisters, partitioning and shall include doors and door frames, windows and window frames.

(a) in magisterial districts of Camperdown, Chatsworth, Durban, Inanda, Mount Currie, Pietermaritzburg, Pinetown, Municipal area of Kwadakuza also referred to as Illembe or Lower Tugela and the Municipal Area of Mandini also referred to as Isithebe. ;

(a)

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2 Notwithstanding the provisions of sub-clause (1), the provisions of this collective agreement shall-

(a) only apply in respect of employees for whom minimum wages are prescribed in the Council's main collective agreement and employers of such employees

(b) apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 92 of 1998 or any contracts entered into or any conditions fixed thereunder ;

(c) Notwithstanding the provisions of this clause, employers who carry on not more than one business within the scope of application of this collective agreement and who employ less than five employees at all times in connection with such business, shall be entitled to the phasing in concessions as contained within Clause 1(3) of the main collective agreement, provided that for the purpose of giving effect to Clause 12(1)(d) of this agreement, the contribution shall be based on the wage prescribed for the highest paid employee in Part 2 Annexure A of the main collective agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This collective agreement shall come into operation for the parties to this agreement as agreed upon and for non-parties on such date as may be decided upon by the Minister of Employment and Labour in terms of Section 32 of the Labour Relations Act, 1995 as amended and shall remain in force until 30 June 2027.

3. DEFINITIONS



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All expressions used in this collective agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural and vice versa ; further unless inconsistent with the context –

"Administration Agreement" means an agreement entered into between the Council and the Provident Fund or the Association or both in the rendering of administrative services

"Association" means the Natal Furniture Workers' Mortality Benefit Association continued in terms of clause 15 (1) of this collective agreement ;

"Association Auditor" means a public accountant as defined in the Labour Relations Act for the purpose of the Mortality Benefit Association ;

"ancillary items" means supplementary, supporting or additional to ;

"benefit" means an amount of money ;

"casual employee" means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off loading and/or storing raw materials of any kind ;

"Committee" or **"Management Committee"** for the purposes of the administration of Funds under the auspices of the Council, means the Committee appointed by the Council in accordance with the provisions of clause 4 of this collective agreement.

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"contributions" means the monies payable to the Fund in terms of clause 12 of this collective agreement and/or monies diverted to the Association in terms of clause 12 (4) .

"Council" means the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal ;

"dependant" means in relation to a member for the purposes of Mortality Benefit Association Fund as reflected in Chapter III of this Agreement

(a) his wife ;
(b) his widow ;
(c) his minor child, legally adopted child, foster child, or minor step child ; or
(d) any other person wholly dependant upon such member who satisfies the Committee that he is so dependent : Provided that the Committee's decision as to who the dependants of the deceased member are, shall be final ;

"FSCA" means Financial Services Conduct Authority ;

"Fund" means the Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal, continued in terms of clause 10 of this collective agreement ;

"Fund week" means the period from midnight between Thursday and Friday to midnight between the following Thursday and Friday, or such other time as may be agreed upon by the Council ;

"LRA" means the Labour Relations Act, 1995 (Act No. 66 of 1995) ;

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"learner" means an employee serving under a written contract of learnership entered into under the provisions of the Skills Development Act, 1998 (Act No. 97 of 1998).

"Main Collective Agreement" means any current agreement for the Furniture Manufacturing Industry, KwaZulu-Natal, published in terms of section 32 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act ;

"member" means an employee who has been admitted as a member of the Provident Fund and/or Association in terms of the Rules as registered with FSB and / or with clause 11 and clause 17 and the words "member" and "membership" shall have a corresponding meaning ;

"normal wage" means the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, holiday pay and any bonus, during any one week.

"old age" means the age of 65 years or over ;

"pay-day" means Friday in each week except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday or any day in respect of which exemption has been granted by the Council to permit it being a pay-day ;

"PFA" means the Pension Funds Act, (Act No. 24 od 1956) ;

"Provident Fund Auditor" means a public accountant as defined in the Pension Funds Act for the purpose of the Provident Fund ;



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"retirement" means permanent retirement from the Industry through incapacity, ill-health or old age, and "retire" has a corresponding meaning ;

"rules" means the rules of the Provident Fund as registered in terms of the Pension Funds Act, No. 24 of 1956, or the Mortality Benefit Association made by the Council in terms of **Chapter III** of this Agreement ;

"Secretary" means the Secretary appointed in terms of clause 4 hereof ;

"trustee(s)" means the trustee(s) appointed or elected in terms of the Rules of the Provident Fund, or clause 23 of this collective agreement relating to the Mortality Benefit Association, whichever applies ;

4. ADMINISTRATION

1 The Provident Fund shall be administered by the Board in terms of the requirements of the Pension Funds Act. The Board of the Provident Fund may enter into a written agreement with the council to provide administration of the Provident Fund in line with the requirements of the Pension Funds Act.

2 The Council as the Administrator of the Provident Fund as authorised by the Board, shall appoint an auditor, a Secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of this collective agreement in relation to the Provident Fund in compliance with the Pension Funds Act.

2 (a) The control and management of funds by the Council shall be vested in a Management Committee consisting of the Chairperson and Vice-Chairperson of the Council, together with four employer and four employee representatives, who shall be delegates to the Council and shall be

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appointed by the Council on to the Management Committee. For each representative, an alternate shall be appointed by the Council from its Members. The Chairperson and Vice-Chairperson of the Council shall be the Chairperson and Vice-Chairperson of the Management Committee, respectively.

(b) The Council shall have the authority to prescribe alter or amend its own rules of procedure for the Management Committee, provided that such rules or any amendments thereto, shall not be inconsistent with the provisions of the Rules of the Fund, this collective agreement or with the provisions of any Act.

3 All expenses incurred for the purpose of the administration of either the Provident Fund or the Mortality Benefit Association, shall be a charge against either fund or alternatively the Council may charge a fee for the administration of either the Provident Fund or Mortality Benefit Association, in which case the details of such arrangement shall be encapsulated in an Administration Agreement between that particular fund or association and the Council.

4 The Council shall collect and receive all revenue of the Provident Fund and the Mortality Benefit Association and shall deposit all monies so received into a bank account opened in the name of the Provident Fund or the Mortality Benefit Association.

5 In particular the Committee may -

(a) realise, sell or otherwise dispose of or deal with any of the assets of the Mortality Benefit Association ;

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(b) contract with an insurance company registered in terms of the insurance Act, 1943 (Act No. 27 of 1943), to underwrite all or any of the benefits specified in clause 19 regarding the Mortality Benefit Association.

6 Should a dispute arise at any time as to the administration of either the Provident Fund or the Mortality Benefit Association in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for decision.

7 With reference to the Mortality Benefit Association, every employer shall notify the Secretary of the Council of the death of any member in his employ. The Secretary shall, as soon as possible upon receiving information from any source of the death of a member, notify the dependant(s) by letter or circular, stating the last known place of work of the deceased member and that benefits may be claimed upon application at an address specified by the Management Committee.

8 The Council shall be entitled to recover from an employer, on the appropriate attorneys' and client scale, all monies disbursed by it in respect of legal fees and expenses incurred for the recovery of any monies deducted by an employer from any monies due to an employee, but not paid over to the Council by such employer in terms of this Agreement.

5. ENFORCEMENT OF COLLECTIVE AGREEMENT

1 Despite any other provisions of this collective agreement, the Council may Appoint one or more persons and may request the Minister of Employment and Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote , monitor and enforce compliance with this collective agreement.



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2 In the event of non-compliance with this collective agreement, a designated agent may secure compliance by –

(a) publicising the contents of this Agreement.
(b) investigate complaints.
(c) conduct inspections.
(d) issue a compliance order ; or
(e) adopt any other means the Council may have approved of ; and
(f) perform any other function which is conferred on or imposed on the agent by the Council.

3 In the event that non-compliance prevails after the issuance of a compliance order in terms of sub-clause 2 (d) above, the agent must :

(a) submit a report to the Secretary of the Council, specifying that compliance had not been achieved.

4 Upon receipt of such report, the Secretary of the Council shall –

(a) Appoint an arbitrator from the list of arbitrators supplied by the CCMA to arbitrate the matter ; or
(b) take such steps as deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.
(c) An arbitrator appointed in terms of this Clause shall have all the powers assigned to an arbitrator as contemplated by the Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.

5 The Secretary shall make application to certify the arbitration award or settlement agreement, whichever applies, as order of the Labour Court.

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6 A designated agent appointed under Section 33 (1) of the Act, shall in addition to the powers referred to in this Clause, have the powers as assigned to designated agents as set out in Schedule 10 and Section 142 of the Act, read with the changes required by the context.

6. DISPUTES AND DISPUTES ABOUT THE INTERPRETATION OF THIS COLLECTIVE AGREEMENT

1 The Council shall be the body to perform dispute resolution services within the Industry - Provided that :

(a) The Council is accredited by the CCMA ; and

(b) the persons appointed to execute the dispute resolution functions are competent to do so.

(c) The Council shall adopt the Rules of the CCMA in performing its dispute resolution functions.

2 Disputes about the Interpretation of this collective agreement :

(a) If there is a dispute about the interpretation of any provisions of this collective agreement, any party to the dispute may refer the dispute to the Council.

(b) The referring party must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.

(c) The Council must attempt to resolve the dispute through conciliation.



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(d) The Secretary of the Council may appoint a suitable person to conciliate the dispute from the list of Commissioners made available by the CCMA from time to time, or as otherwise agreed between the parties to the dispute.

(e) In the event that the dispute remains unresolved, any party to the dispute may request the Secretary of the Council to appoint an arbitrator to arbitrate the dispute : -

(i) a similar procedure be followed as set out in sub-clause (d) above in respect of arbitration ; and

(ii) the rules of the CCMA shall apply to arbitrations under this section.

7. EXEMPTIONS

1 Any person bound by this Agreement may apply for exemption.

2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.

3 The Bargaining Council must determine its exemptions policy and process all exemptions applications in terms of this policy.

4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the Bargaining Council, setting out relevant information, including:

(a) The provisions of the agreement in respect of which exemption is sought;

(b) The number of persons in respect of whom the exemption is sought;

(c) The reasons why the exemption is sought;

(d) The nature and size of the business in respect of which the exemption is sought;

(e) The duration and timeframe for which the exemption sought;

(f) The business strategy and plan of the applicant seeking the exemption;

(g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, and any exemptions certificates previously issued.

(h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and

(i) Any other relevant supporting data and financial information the *Council* may prescribe from time to time.

(a) An exemption application in respect of a term or provision in a *Collective Agreement* concluded in the *Council* that applies throughout the *Industry* must be considered by an exemptions body appointed by the *Council* ;

5 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.

6 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

7 An exemptions body appointed by the *Council* may request additional information from an applicant applying for exemption.

8 In scrutinising an application, the Exemptions Body or the Independent Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 14 below.

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9 The *Secretary* must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision.

10 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.

11 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.

12 The Independent Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.

13 No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.

14 When considering an application, the Exemptions Body or, the Independent Body whichever the case may be must consider, in addition to clause 8, the following:

(a) Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;

(b) The circumstances prevailing in the Furniture Manufacturing Industry as a whole likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;

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(c) The nature and size of the business in respect of which the application is made;

(d) Whether the duration of the exemption or appeal is for a limited or specified period;

(e) Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;

(f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;

(g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements ;

(h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected ;

(i) Whether the granting of the exemption or appeal will impact negatively on parity agreements ;

(j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreement*s ; and

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(k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.

(l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.

15 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.

16 The decision of the Independent Body is final and binding upon the applicant and the Bargaining Council.

17 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by Secretary, containing the following particulars:

(a) The full name of the applicant(s) or enterprise concern;

(b) The trade name;

(c) The provisions of the Agreement from which exemption or appeal has been granted;

(d) The period for which the exemption or appeal shall operate;

(e) The date of issue and from which day the exemption or appeal shall operate;

(f) The condition(s) of the exemption or appeal granted; and

(g) The area in which the exemption or appeal applies.

18 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.

19 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

8. INDEMNITY

1 The members of the Council and/or the Management Committee, shall not be held responsible for any act which may result in loss to the Provident Fund or Association, and they are hereby indemnified by the Fund or Association against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

2 The Council and/or the Management Committee, shall not be held responsible for any contributions deducted or any contributions due and payable by the employers which are not paid into the Provident Fund or Association up the sequestration or liquidation of the employer's estate or at all.

9. GENERAL PROVISIONS

1 The benefits, rights or interests to which a member of the Provident Fund or Mortality Benefit Association may claim to be entitled to in terms of this collective agreement shall not be used as grounds for damages in any action brought by such member against an employer in respect of dismissal. Nothing in this collective agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

2 No person, whether a member or otherwise, shall have any claim, right or interest in respect of the Provident Fund or Mortality Benefit Association or any

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contributions thereto, or any claim against the Council or the Management Committee established in terms of this collective agreement, except under and in accordance with the provisions of this collective agreement.

3 Subject to the provisions of the insolvency Act, 1936, or any other Act, if the estate of any member and/or his dependant is sequestrated or assigned, the benefit to which such member or dependant is entitled, shall not form part of the assets of his insolvent or assigned estate, but shall revert to the Mortality Benefit Association, and may be dealt with by the Management Committee concerned in a manner calculated, in the opinion of the Management Committee, to benefit such a member or dependant.

CHAPTER II

10. THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL

1 The Provident Fund, formerly known as the "Benefit Fund for the Furniture Industry" which was established in terms of the Agreement published under Government Notice 475,dated 28 March 1958, and which was subsequently know as the "Provident Fund Sick Benefit Society and Mortality Benefit Association", is hereby continued in so far as matters relating to the Provident Fund and Mortality Benefit Association for the Furniture Manufacturing Industry, KwaZulu-Natal, is concerned, under the name "Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal".

2 The Provident Fund shall consist of –

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(a) monies standing to the credit of the Provident Fund at the date of the coming into operation of this collective agreement ;

(b) the total weekly contributions of both the employers and members paid into the Provident Fund, less any amounts to be diverted in terms of clause 12 (4) ;

(c) interest derived from the investment of any monies of the Provident Fund;

(d) any other monies to which the Provident Fund may become entitled by virtue of this collective agreement or for any other reason, or which may be donated to the Fund .

3 Copy of the Registered Rules of the Provident Fund as amended from time to time and a copy of the audited financial statement shall be submitted to the Registrar of Labour Relations.

11. MEMBERSHIP

1 Membership of the Provident Fund shall be compulsory and shall be further subject to the registered Rules of the Provident Fund relating to Membership.

12. CONTRIBUTIONS

1 (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this agreement comes into operation and therefore on every pay-day of each Fund Week, deduct from the wages of each and every member in his employ the amount specified in column A of Annexure A to this collective agreement. To the amount so deducted the employer shall add a contribution as specified in column B of Annexure A to this collective agreement.

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(b) Notwithstanding anything to the contrary contained in this collective agreement, should a member work for only two days or less during any one Fund Week, no contribution shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays during any period of employment other than during the period of annual closure, provided that such paid public holiday falls on a normal working day

2 (a) Subject to the provisions of paragraph (b) hereof, the employer shall forward monthly the total contributions referred to in sub-clause12(1)(a) of this clause, together with a return in the form prescribed by the Council from time to time, to reach the Secretary not later than the 10th day of month following the month during which the member's deductions were required to be made.

(b) An employer who is in arrears with payment in terms of Sub-clause 2 (a) hereof and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of the date of such warning shall, upon being notified by the Council in writing to do so, submit the contributions referred to in sub-clause 1 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 contributions are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the return referred to in sub-clause (a) hereof. An employer to whom the provisions of this sub-clause have been applied, may revert to the payment of contributions on the monthly basis provided for in terms of sub-clause (a) hereof only upon being notified by the Council in writing.



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(c) If not already furnished in respect of present employees, but in any event whenever a new employee enters the industry, the first statement referred to in sub-clause (a) or (b) hereof following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a schedule reflecting the full names of the employee, as well as such employee's address, identity/reference number and the address and identity/reference number, where available, of the member's dependant(s) and/or any other information that may be required by the Council from time to time.

(d) Every member, if he has not already done so, but in any event joining the Provident Fund, shall advise his employer of his address and identity/reference number and of the address and identity/reference number where available, of his dependant(s). Every member shall furnish his employer with any change of address of his dependant(s) and every employer shall advise the Secretary thereof in writing.

(e) Should an amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as may remain unpaid, calculated at the rate as Prescribed by the Pension Funds Act, 1956 as amended, Section 13A Regulation 33 and Notices by the Registrar of Pension Funds from such 10th day until the day which payment is actually received by the Council :

3 If any contribution is made to the Provident Fund erroneously, the Provident Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

4 From the weekly contributions received from the employee and his employer, the Council shall -

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(a) divert to the Natal Furniture Workers' Sick Benefit Society in respect of members contributions as prescribed in Clause 18, in the event that any other Society established with similar objectives between the Parties, in respect of members, such contributions as are prescribed by that collective agreement.

(d) divert to the Mortality Benefit Association embodied in Chapter III of this collective agreement such contributions as are prescribed in clause 18 (1) and (2).

13. BENEFITS

1 A member shall be entitled to payment of the benefits accrued to him in terms of the Rules of the Fund as registered in terms of the Pension Funds Act no. 24 of 1956 as amended or any successor thereof.

14. EXPIRY OF COLLECTIVE AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

1 In the event of the expiry of this collective agreement by effluxion of time or cessation / or any other cause and no subsequent collective agreement being negotiated, the Management Committee shall continue to observe this collective agreement as terms of reference and as a framework for administrative purposes until such time as subsequent arrangements are made and agreed upon by the Parties to the Council and the Provident Fund Board of the Fund.

CHAPTER III

15. NATAL FURNITURE WORKERS' MORTALITY BENEFIT ASSOCIATION

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1 The Association formerly known as the "Natal Furniture Workers' Mortality Benefit Association, which was established in terms of Government Notice No. R. 1236 dated 08 July 1977, is hereby continued in as far as matters relating to the Association is concerned.

2 The monies of the Association shall consist of -

(a) any monies which may be transferred to the credit of the Association as at the date of the coming into operation of this collective agreement ;

(b) the contributions diverted to the Mortality Benefit Association in terms of clause 12(4)(a) of this collective agreement ;

(c) interest derived from the investment of any monies of the Association ; and

(d) any other monies to which the Association may become entitled or which may be donated to the Association.

16. OBJECTS

1 The objects of the Mortality Benefit Association shall be to provide benefits for a dependant of a member of the Association in the event of the death of such member. For the purposes of this Chapter, "dependant", in relation to a member, shall mean, at the discretion of the Management Committee, any one or more of the following :

(a) His widow ; and/or

(b) his minor child and/or minor step-child ; and/or

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(c) any other person wholly dependant upon such member and who satisfies the Management Committee that he is so dependent ; or

(d) a beneficiary nominated by a member where at the date of nomination there is no dependant : Provided that should a dependant under (a) or (b) be established, the nomination of a beneficiary shall be deemed invalid.

2 The Management Committee's decision as to who the dependants of the deceased member are in terms of this clause shall, subject to the approval of the Council, be final.

17. MEMBERSHIP

1 (a) Membership of the Mortality Benefit Association shall, subject to the provisions of sub-clause 1 (2), consist of all employees (other then casual employees) for whom a wage is prescribed in the main collective agreement and of learners.

(b) Notwithstanding the provisions of paragraph (a) hereof, membership shall further, at the discretion of the Committee, be open to all other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the contributions provided for in clause 12 of this collective agreement.

2 Subject to the provisions of sub-clause (3) hereof, membership of the Mortality Benefit Association shall cease -

(a) immediately there is a cessation of contribution in respect of such member ; or

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(b) When a member severs his connection with the industry, and the dependants of such former member shall thereupon not be entitled to the benefits specified by clause 19 of this Chapter.

3 Notwithstanding anything to the contrary contained in sub-clause (2) hereof, membership shall not cease where the cessation of contributions is occasioned by-

(a) whilst still in employment the inability of the member to work because of ill-health ;

(b) short time.

18. CONTRIBUTIONS

1 The Mortality Benefit Association contributions payable in respect of each member shall be R1-00 per week and shall in respect of a member referred to clause 17 (1) (a), be diverted in equal proportions in terms of clause 12 (4) from the contributions prescribed in clause 12 (1) (a) of this collective agreement ; and

2 in respect of a member referred to in clause 17 (1) (b) be deducted weekly by his employer from the wages of the member and forwarded month by month to the Secretary of the Mortality Benefit Association.

19. MORTALITY BENEFITS

1 Upon the death of a member who had not attained the age of 65 years at the time of his death and on behalf of whom the Mortality Benefit Association received the contributions up to the day of his death, or who had not attained the age of 65 years and who ceased to contribute to the Association prior to his death for the reasons specified in sub-clauses 17 (3) (a) and (b), the mortality benefits payable to the dependant shall, subject to sub-clause 19 (6), be in accordance with Column A of the table below. Likewise, upon the death of a

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wife or child of a member where the Mortality Benefit Association had received contributions up to the date of such death, the mortality benefits payable to the member shall, subject to sub-clause 19 (6), be in accordance with Column B and/or C of the following schedule :

SCHEDULE

Period of Member contribution	MEMBER A	SPOUSE B	EACH CHILD C
Up to 2 years	1,020	-	-	-	-
2 years plus	1,500	600	400
3 years plus	1,980	600	400
4 years plus	3,000	600	400
5 years plus	3,600	800	480
6 years plus	4,200	800	560
7 years plus	4,800	800	640
8 years plus	5,400	900	720
9 years plus	6,000	900	800
10 years plus	6,600	1,000	960
11 years plus	7,200	1,000	960
12 years plus	7,800	1,200	1,040
13 years plus	8,200	1,300	1,120
14 years plus	9,000	1,400	1,200
15 years plus	9,600	1,500	1,280
16 years plus	10,200	1,600	1,360

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17 years plus	10,800	1,700	1,440
18 years plus	11,400	1,800	1,520
19 years plus	12,000	1,900	1,600
20 years plus	12,600	2,000	1,680

2 Should a deceased member have no dependant(s), the Management Committee may, in its discretion, consider an application for an *ex gratia* payment in respect of the burial costs of such deceased member : Provided that should the Management Committee decide to make such payment, it shall not exceed the amount of R250 in the case of members referred to in sub-clause 19(1). The Management Committee's decision in regard to such application shall be final.

3 Where a deceased member has no dependant(s), the Management Committee shall transfer such amount as the deceased member would have received had he had dependants, less any *ex gratia* payments made in terms of sub-clause 19(2), to a reserve fund created for the payment of benefits to the dependants of non-contributing members who at the time of their death were not contributing to the Mortality Benefit Association for reasons specified in clause 17 (3).

4 Depending upon such surplus as may have accrued to the non-contributory members' reserve fund created in terms of sub-clause 19(3), the Management Committee shall upon the death of a non-contributory member referred to in that sub-clause decide in relation to such deceased member's period of contributory membership, upon the mortality benefits to be paid, at the entire discretion of the Management Committee to the dependant(s) of such member, which amount shall not exceed R1,000.

5 If at any time the amount to the credit of the non-contributory members' reserve fund falls below R1,000, payment in terms of sub-clause 19(4) shall cease. Payment of any benefits in terms of sub-clause 19(4) shall not be resumed until the

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amount to the credit of the non-contributory members' reserve fund exceeds R2,000.

6 Notwithstanding the provisions of sub-clause 19(5), should the amount in the non-contributory members' reserve fund exceed R1,000, but the total amount to the credit of the Mortality Benefit Association fall below R6,000, no payment shall be made until the requirements of clause 20 (3) have been complied with.

7 The Management Committee may in its discretion transfer monies, in addition to the monies referred to in sub-clause 19(3), from the Mortality Benefit Association's accumulated funds to the non-contributory members' reserve fund should this reserve fund not be able to meet the commitments : Provided that the Association's accumulated monies shall not by such transfer be reduced to an amount of less than R15,000.

20. LIMITATION OF BENEFITS

1 No payments shall be made in terms of clause 19, unless application therefore is made within a period of one year from the date of death where after the benefits shall revert to the Mortality Benefit Association for the benefit of the remaining members, and there shall thereafter be no further claim against the Association.

2 The Mortality Benefit Association shall not be liable to pay any benefits, other than at the discretion of the Management Committee, where the claim arises from death

(a) while insane or in a state of intoxication, by reason of suicide or attempted suicide or intentional self-inflicted injuries or because of self-inflicted gunshot wounds ;

(b) while engaged or taking part in aeronautics or aviation of any kind or resulting from the member being in any aircraft except as a fare-paying passenger in a fully licensed standard type of aircraft operated by a

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recognised airline on a regular air route or in a fully licensed standard type of multi-engine aircraft operated by a recognised air charter company ;

(c) while riding or driving in any kind of race or resulting from mountaineering, alpine winter sports, ice hockey, steeple chasing, polo, motor cycling or the use of motor scooters and/or mechanically driven cycles of any description ;

(d) while engaged or taking part in military, navel or air force service operations ;

(e) from any consequences arising directly or indirectly from war, invasion, hostile acts of foreign powers, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or a state of siege, or whilst engaged or taking part in any disturbances of the public peace or riots or civil commotions of any kind.

3 If at any time the amount to the credit of the Association drops below R12,500, payments in terms of clause 20 shall cease and shall not be resumed until the amount to the credit of the Association exceeds R25,000.

21. POWERS AND DUTIES OF THE COMMITTEE

1 Subject to the approval of the Council, the Committee shall direct the policy of the Mortality Benefit Association and administer the general business and activities of the Association in accordance with the provisions of this Chapter, and in so doing, the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object.

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22. FINANCIAL CONTROL

1 All expenses incurred in connection with the administration of the Mortality Benefit Association shall be a charge against the Mortality Benefit Association.

2 All monies not required to meet current payments and expenses shall be invested in:

(a) savings accounts, permanent shares or fixed deposits with any registered bank or financial institution ; and / or

(b) internal registered stock as contemplated in section 21 of the Exchequer Act, (1975) (Act No. 66 of 1975) ; and / or

(c) a registered unit trust ; or

(d) any other manner approved by the Registrar of Labour Relations.

3 The financial year of the Association shall end on 30 June of each year.

4 As soon as possible after 30 June of each year, the Association shall prepare a statement of all revenue and expenditure of the Association and a balance sheet showing the assets and liabilities in respect of the preceding period of 12 months ending 30 June, which shall be certified by the auditor and countersigned by the Chairman of the Mortality Benefit Association and the Secretary of the Council and shall be submitted to the Council together with any report by the auditor thereon.

5 The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall, be submitted to the Registrar of Labour Relations as required by the Act.



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23. DISSOLUTION OF THE MORTALITY BENEFIT ASSOCIATION

1 Upon the liquidation of the Association the Management Committee, the liquidator or the trustees, as the case may be, shall forthwith proceed to convert all the investments and assets of the Mortality Benefit Association into cash funds and invest such cash on call within 30 days', pay all creditors, administration and liquidation expenses from the funds of the Mortality Benefit Association.

2 **(a)** Notwithstanding anything to the contrary contained in this Chapter, should any monies thereafter remain to the credit of the Mortality Benefit Association upon liquidation in accordance with sub-clause 23(1), such monies shall be paid into the general funds of the Council : Provided, however, that the Council shall, in the event of a claim being received within a period of three years from the date upon which the relevant benefits become due, as specified in clause 19 (6) hereof, be entitled in its absolute discretion to make payments to the beneficiaries concerned out of the monies which have been forfeited to the funds of the Council.

(b) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, monies forfeited in terms of sub-clause 23 (2) (a) hereof shall, in the event of the Mortality Benefit Association already having been liquidated, be distributed as provided for in terms of the Council's Constitution, as if they formed part of the general funds of the Council.

ANNEXURE A

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Schedule of total deductions and contributions to be made in terms of Clause 12(1)(a) of this collective agreement towards the Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal.

Applicable to employers in the magisterial districts of Camperdown, Chatsworth, Durban, Inanda, Mount Currie, Pietermaritzburg and Pinetown

A	B
Employee's weekly deductions from wages 7.25 per cent of actual hours worked to a maximum of 44 hours per week.	Employer's weekly contribution 7.25 per cent of actual hours worked to a maximum of 44 hours per week.

Applicable to employers in Municipal area of Kwadakuza also referred to as Illembe or Lower Tugela and the Municipal Area of Mandini also referred to as Isithebe.

A	B
Employee's weekly deductions from wages Year 1 for the year covering 1 July 2023 to 30 June 2024 at a rate of 1.81 per cent of actual hours worked to a maximum of 44 hours per week. Year 2 for the year covering 1 July 2024 to 30 June 2025 at a rate of 3.62 per cent of actual hours worked to a maximum of 44 hours per week.	Employer's weekly contribution Year 1 for the year covering 1 July 2023 to 30 June 2024 at a rate of 1.81 per cent of actual hours worked to a maximum of 44 hours per week. Year 2 for the year covering 1 July 2024 to 30 June 2025 at a rate of 3.62 per cent of actual hours worked to a maximum of 44 hours per week.

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Year 3 for the year covering 1 July 2025 to 30 June 2026 at a rate of 5.43 per cent of actual hours worked to a maximum of 44 hours per week. Year 4 for the year covering 1 July 2026 to 30 June 2027 at a rate of 7.25 per cent of actual hours worked to a maximum of 44 hours per week.	Year 3 for the year covering 1 July 2025 to 30 June 2026 at a rate of 5.43 per cent of actual hours worked to a maximum of 44 hours per week. Year 4 for the year covering 1 July 2026 to 30 June 2027 at a rate of 7.25 per cent of actual hours worked to a maximum of 44 hours per week.

SIGNED AT DURBAN ON THIS 22 DAY OF January 2024.

CHAIRPERSON

VICE-CHAIRPERSON

SECRETARY

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4538 **22 March 2024**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE: EXTENSION TO NON-PARTIES OF THE COLLECTIVE BARGAINING FEE 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 of this Notice and shall remain in force for a period of 12 months.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 09/08/2024

UMNYANGO WEZEMISEBENZI NABASEBENZI

R. ..... **USUKU: .....**

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE: UKWELULWA KWESIVUMELWANO SENKOKHELO YOKUHLANGANYELA 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 esithoiakala 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 emuva kwezinyanga ezilishumi nambili.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 09/03/2024

SCHEDULE

BARGAINING COUNCIL for the FURNITURE MANUFACTURING INDUSTRY

OF THE WESTERN CAPE

BARGAINING LEVY COLLECTIVE AGREEMENT

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

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 unions"), of the other part

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

CHAPTER 1

1. SCOPE OF APPLICATION

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

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Paragraph A

"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, 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, 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

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

(a) apply only to employees for whom minimum wages are prescribed in the Council Main Collective 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 THIS 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 for a 12 month period, from the date fixed by the Minister.

3. TERMS AND CONDITIONS

3.1 A separate Collective Bargaining Levy Agreement is hereby agreed to and the provisions of the Labour Relations Act (Act 66 of 1995) (as amended) (herein referred to as the Act), where applicable, shall apply to this Agreement. The object of this Agreement is to ensure that all employers in the scope of the Council's Main Collective Agreement, who receive the benefits of collective bargaining, contribute towards its costs.

3.2 This Agreement shall be subject to the respective party being representative, as required by Section 25 of the Act, of employees and employers who are covered by the Main Collective Agreement of the Bargaining Council as verified by the Department of Labour from time to time.



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4. 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 and any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include the feminine gender and vice versa further, unless inconsistent with the context-

"Act" means the Labour Relations Act, 1995 (Act 66 of 1995) (as amended);
Council" means the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape;

5. BARGAINING LEVY

5.1 An employer who is not a member of the representative employers' association party to the Council's Main Collective Agreement, and who are not compelled to become members of the aforementioned employers' association, but are eligible for membership thereof must make a monthly Collective Bargaining Levy contribution, payable to the Council.

5.2 For the purposes of this agreement, "representative employers' association" means, the same as in section 25 of the Act, a registered employers' association or two or more registered employers' associations acting jointly, whose members are a majority of the employers or whose members employ the majority of employees in the scope of the Main Agreement.

5.3 This Agreement is binding on all employers who are registered in the scope of the Council and who are subject to the Council's Main Collective Agreement and who are not members of the representative employers' association party to this Agreement, namely the Cape Furniture Manufacturing Association.

5.4 A prescribed Bargaining Levy of R200.00 (**two hundred rand**), equal to the CFMA fee is payable only by an employer who is not a member of the representative employers' association.

5.5 The prescribed Collective Bargaining Levy payable by an employer in accordance with clause 5.4 above, must be paid by the employers concerned to the Council by the 15th day of each month following the month along with all other required employer contributions and deductions made from their employees' wages. The prescribed Collective Bargaining Levy

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received by the Council must be paid by the Council on a monthly basis to the Cape Furniture Manufacturers Association.

5.6 An employer shall together with the Collective Bargaining Levy also submit to the Secretary of the Council, at the same time, a monthly Council return form reflecting the amount of the Collective Bargaining Levy.

5.7 The Secretary of the Council shall deposit all moneys received in terms of clause 5.5 into a bank account of the Council.

5.8 The prescribed Collective Bargaining Levy shall be equivalent to or less than the lowest amount of the employers' association subscriptions payable by any of the members of the Cape Furniture Manufacturing Association.

5.9 The Secretary of the Council must transfer all moneys received in respect of Collective Bargaining Levy into a separate bank account administered by the party employers' association at month end

5.10. Despite sub-clause 5.9, a conscientious objector may pay the prescribed amount payable in respect of Collective Bargaining Levy into a fund administered by the Department of Labour.

5.11 No Bargaining Levy may be:

5.11.1 paid to a political party as an affiliation fee; or

5.11.2 contributed in cash or kind to a political party or a person standing for election to any political office; or

5.11.3 used for any expenditure that does not advance or protect collective bargaining and the socio-economic interests of employers in the scope of this Council.

5.12 The provisions of sections 98 and 100 (b) and (c) of the Act apply, read with the changes required by the context, to the separate account referred to in sub-clause 5.9.

5.13 Any person may inspect the auditor's report, in so far as it relates to an account referred to in sub-clauses 5.9.

5.14 The Registrar must provide a certified copy of, or an extract from, any of the documents referred to in clause 5 to any person who has paid the prescribed fees.

5.15 A person, organisation, employer or trade union that alleges that the employers' association party to this agreement is no longer a representative employers' association as envisaged in

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clause 5.2 it must give the employers association party written notice of this allegation, and must allow the same employers association party 90 calendar days from the date of the notice to prove that they are representative employers association .

5.16 If, within the 90-day period, the employers association party fails to prove that they are a representative employers association, the person, organisation, employer or trade union making such allegation must give the employers' association party who are party to this agreement notice of their intention to request the Minister of Labour to withdraw the extension of this agreement to non-party employers in the Industry.

5.17 If the extension of this agreement to non-party employers in the Industry is withdrawn by the Minister of Labour, the provisions of sub-clause 5.7 and 5.9 shall apply until all the bargaining levies due up until the date of withdrawal of the extension of this agreement, have been received and paid out in accordance with sub-clauses 5.7 and 5.9.

6. UNPAID BARGAINING LEVY

6.1 Should any amounts due to the Council in terms of this agreement not be received by the Council by the 15th day of the month following the month in respect of which the amounts are payable, the employer shall forthwith be liable for and be required to pay interest on such amounts or on such lesser amounts that remain unpaid at a rate which does not exceed the maximum rate as prescribed by the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975)(as amended), calculated from the 16th day of the month until the day upon which the payment is actually received by the Council and reflects in the Council's bank account. The Council shall be entitled at its absolute discretion to waive payment of such interest or part thereof in any individual instance.

6.2 In the event of the Council incurring any costs or becoming obliged to pay any collection costs and commission by reason of the failure of the employer to make any payment on or before the applicable due date, the employer shall then also be liable to forthwith pay all such collection costs and commission to the Council and the Council shall be entitled in its absolute discretion to allocate any payment received from such an employer firstly to such costs, collection commission and interest, and thereafter to the reduction of the unpaid Collective Bargaining Levy.

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6.3 Disputes about the interpretation, application or enforcement of this Agreement shall be resolved in accordance with the Dispute Resolution Procedure as described in the Council's Main Collective Agreement.

7. EXEMPTIONS

1 Any person bound by this Agreement may apply for exemption.

2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.

3 The *Bargaining Council* must determine its exemptions policy and process all exemptions applications in terms of this policy.

4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the *Bargaining Council*, setting out relevant information, including:

(a) The provisions of the *agreement* in respect of which exemption is sought;

(b) The number of persons in respect of whom the exemption is sought;

(c) The reasons why the exemption is sought;

(d) The nature and size of the business in respect of which the exemption is sought;

(e) The duration and timeframe for which the exemption sought;

(f) The business strategy and plan of the applicant seeking the exemption;

(g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;

(h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and

(i) Any other relevant supporting data and financial information the *Council* may prescribe from time to time.

5 An exemption application in respect of a term or provision in a *Collective Agreement*:



(a) Concluded in the *Council* that applies throughout the I*ndustry* must be considered by an exemptions body appointed by the *Council*;

6 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.

7 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

8 An exemption body appointed by the *Council* may request additional information from an applicant applying for exemption.

9 In scrutinising an application, the Exemption Body or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 15 below.

10 The *Secretary* must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision, failing which the *Bargaining Council* is deemed to have refused the application for exemption.

11 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.

12 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.

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13 The Independent Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.

14 No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.

15 When considering an application, the Exemption Body or, the Independent Body whichever the case may be must consider, in addition to clause 9, the following:

(a) Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;

(b) The circumstances prevailing in the *Industry* as a whole likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;

(c) The nature and size of the business in respect of which the application is made;

(d) Whether the duration of the exemption or appeal is for a limited or specified period;

(e) Any representations made by the employers likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;

(f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;

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(g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;

(h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employers affected;

(i) Whether the granting of the exemption or appeal will impact negatively on parity agreements;

(j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreements*; and

(k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.

(l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.

16 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.

17 The decision of the Independent Body is final and binding upon the applicant and the *Bargaining Council*.

18 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by the Secretary, containing the following particulars:

(a) The full name of the applicant(s) or enterprise concern;
(b) The trade name;
(c) The provisions of the Agreement from which exemption or appeal has been granted;
(d) The period for which the exemption or appeal shall operate;

10

(e) The date of issue and from which day the exemption or appeal shall operate;

(f) The condition(s) of the exemption or appeal granted; and

(g) The area in which the exemption or appeal applies.

19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.

20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

8 ENFORCEMENT OF COLLECTIVE AGREEMENT

1 Despite any other provisions of this Agreement, the Council may appoint one or more persons and may request the Minister of Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote, monitor and enforce compliance with this Agreement.

2. In the event of non-compliance with this Agreement, a designated agent may secure compliance by –

(a) publicising the contents of this Agreement.

(b) investigate complaints.

(c) conduct inspections.

(d) issue a compliance order ; or

(e) adopt any other means the Council may have approved of; and

(f) perform any other function which is conferred on or imposed on the agent by the Council.

3 In the event that non-compliance prevails after the issuance of a compliance order in terms of sub-clause 2 (d) above, the agent must:

(a) submit a report to the Secretary of the Council, specifying that compliance had not been achieved.

4 Upon receipt of such report, the Secretary of the Council shall –

(a) Appoint an arbitrator from the list of arbitrators supplied by the CCMA to arbitrate the matter; or

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(b) take such steps as deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.

(c) An arbitrator appointed in terms of this Clause shall have all the powers assigned to an arbitrator as contemplated by the Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.

5 The Secretary shall make application to certify the arbitration award or settlement agreement, whichever applies, as order of the Labour Court.

6 A designated agent appointed under Section 33 (1) of the Act, shall in addition to the powers referred to in that Section, have the powers as assigned to designated agents as set out in Schedule 10 of the Act, read with the changes required by the context.

Agreement signed at Bellville on this 9th day of November 2023.

J. CLAASSEN
Chairman of the Council

W. DYERS
Vice-Chairman of the Council

N. ABRAHAMS
Secretary

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DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 4539 **22 March 2024**

by the

PRESIDENT of the REPUBLIC of SOUTH AFRICA

SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT, 1996 (ACT NO. 74 OF 1996): REFERRAL OF MATTERS TO EXISTING SPECIAL INVESTIGATING UNIT AND SPECIAL TRIBUNAL: KWAZULU-NATAL FILM COMMISSION

WHEREAS allegations as contemplated in section 2(2) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996) (hereinafter referred to as the "Act"), have been made in respect of the affairs of the KwaZulu-Natal Film Commission (hereinafter referred to as "the Film Commission");

AND WHEREAS the Film Commission may have suffered losses that may be recovered;

AND WHEREAS I deem it necessary that the said allegations should be investigated and civil proceedings emanating from such investigation should be adjudicated upon;

NOW, THEREFORE, I hereby, under section 2(1) of the Act, refer the matters mentioned in the Schedule, in respect of the Film Commission, for investigation to the Special Investigating Unit established by Proclamation No. R. 118 of 31 July 2001 and determine that, for the purposes of the investigation of the matters, the terms of reference of the Special Investigating Unit are to investigate as contemplated in the Act, any alleged—

(a) serious maladministration in connection with the affairs of the Film Commission;

(b) improper or unlawful conduct by employees of the Film Commision;

(c) unlawful appropriation or expenditure of public money or property;

(d) unlawful, irregular or unapproved acquisitive act, transaction, measure or

practice having a bearing upon State property;

(e) intentional or negligent loss of public money or damage to public property;

(f) offence referred to in Parts 1 to 4, or section 17, 20 or 21 (in so far as it relates to the aforementioned offences) of Chapter 2 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), and which offences were committed in connection with the affairs of the Film Commission; or

(g) unlawful or improper conduct by any person, which has caused or may cause serious harm to the interests of the public or any category thereof,

which took place between 1 July 2017 and the date of publication of this Proclamation or which took place prior to 1 July 2017 or after the date of publication of this Proclamation, but is relevant to, connected with, incidental or ancillary to the matters mentioned in the Schedule or involve the same persons, entities or contracts investigated under authority of this Proclamation, and to exercise or perform all the functions and powers assigned to or conferred upon the said Special Investigating Unit by the Act, including the recovery of any losses suffered by the Film Commission or the State, in relation to the said matters in the Schedule.

Given under my Hand and the Seal of the Republic of South Africa at **Pretoria** on this **12th** day of **December** Two thousand and twenty three.

President

By Order of the President-in-Cabinet:

Minister of the Cabinet

SCHEDULE

1. The procurement of and contracting for suitably qualified companies to partner and invest with the Film Commission in the development and operation of the KwaZulu-Natal Studios in terms of KZN Bid/RFP T32/2018/19, including the Film Commission's investment in KZN Studios (Pty) Limited, and payments made in respect thereof in a manner that was—

(a) not fair, competitive, transparent, equitable or cost-effective;

(b) contrary to applicable—

(i) legislation;

(ii) manuals, guidelines, practice notes, circulars or instructions issued by the National Treasury or the relevant Provincial Treasury; or

(iii) manuals, policies, procedures, prescripts, instructions or practices of, or applicable to the Film Commission,

and related unauthorised, irregular or fruitless and wasteful expenditure incurred by the Film Commission or losses suffered by the Film Commission or the State.

2. Any improper or unlawful conduct by—

(*a*) the applicable service providers of the Film Commission; or

(*b*) any other person or entity,

relating to the allegations referred to in paragraph 1 of this Schedule.

DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 4539 **22 Maart 2024**

van die

PRESIDENT van die REPUBLIEK van SUID AFRIKA

WET OP SPESIALE ONDERSOEKEENHEDE EN SPESIALE TRIBUNALE, 1996: VERWYSING VAN AANGELEENTHEDE NA BESTAANDE SPESIALE ONDERSOEKEENHEID: KWAZULU-NATAL ROLPRENTKOMMISSIE

AANGESIEN bewerings soos beoog in artikel 2(2) van die Wet op Spesiale Ondersoekeenhede en Spesiale Tribunale, 1996 (Wet No. 74 van 1996) (hierna na verwys as "die Wet"), gemaak is in verband met die aangeleenthede van die KwaZulu-Natal Rolprentkommissie (hierna na verwys as "die Rolprentkommissie");

EN AANGESIEN die Rolprentkommissie verliese gely het wat verhaal kan word;

EN AANGESIEN ek dit nodig ag dat gemelde bewerings ondersoek en siviele geskille voortspruitend uit sodanige ondersoek bereg moet word;

DERHALWE verwys ek hierby, kragtens artikel 2(1) van die Wet, die aangeleenthede in die Bylae vermeld ten opsigte van die Rolprentkommissie, vir ondersoek na die Spesiale Ondersoekeenheid ingestel by Proklamasie No. R. 118 van 31 Julie 2001 en bepaal dat, vir die doeleindes van die ondersoek van die aangeleenthede, die opdrag van die Spesiale Ondersoekeenheid is om soos beoog in gemelde Wet, ondersoek te doen na enige beweerde—

(*a*) ernstige wanadministrasie in verband met die aangeleenthede van die Rolprentkommissie;

(*b*) onbehoorlike of onregmatige optrede deur werknemers van die Rolprentkommissie;

(*c*) onregmatige bewilliging of besteding van publieke geld of eiendom;

(*d*) onwettige, onreëlmatige of nie-goedgekeurde verkrygende handeling,

transaksie, maatreël of praktyk wat op Staatseiendom betrekking het;

(*e*) opsetlike of nalatige verlies van publieke geld of skade aan publieke eiendom;

(*f*) misdryf bedoel in Dele 1 tot 4, of artikel 17, 20 of 21 (vir sover dit op voornoemde misdrywe betrekking het) van Hoofstuk 2 van die Wet op die Voorkoming en Bestryding van Korrupte Bedrywighede, 2004 (Wet No. 12 van 2004), en welke misdrywe gepleeg is in verband met die sake van die Rolprentkommissie; of

(*g*) onwettige of onbehoorlike optrede deur enige persoon wat ernstige benadeling vir die belange van die publiek of enige kategorie daarvan veroorsaak het of kan veroorsaak,

wat plaasgevind het tussen 1 Julie 2017 en die datum van publikasie van hierdie Proklamasie of wat plaasgevind het voor 1 Julie 2017 of na die datum van publikasie van hierdie Proklamasie, wat relevant is tot, verband hou met, insidenteel of bykomstig is tot, die aangeleenthede vermeld in die Bylae of wat dieselfde persone, entiteite of kontrakte betrek wat ondersoek word kragtens die volmag verleen deur hierdie Proklamasie, en om al die werksaamhede en bevoegdhede wat deur die Wet aan die gemelde Spesiale Ondersoekeenheid toegewys of opgedra is, uit te oefen of te verrig in verband met die genoemde aangeleenthede in die Bylae, insluitend die verhaal van enige verliese wat deur die Rolprentkommissie of die Staat gely is.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te PTA op hede die 12 dag van Desember Twee duisend-drie-en-twintig.

President
Op las van die President-in-Kabinet
Minister van die Kabinet

BYLAE

1. Die verkryging van, of kontraktering vir, geskikte gekwalifiseerde maatskappye om in vennootskap te tree met en te belê in die Rolprentkommissie, in die ontwikkeling en bedryf van die KwaZulu-Natal Studios ingevolge KZN Bid/RFP T32/2018/19, insluitend die Rolprentkommissie se belegging in KZN Studios (Edms) Beperk, en betalings wat ten opsigte daarvan gemaak is op 'n wyse wat—

(a) nie regverdig, billik, deursigtig, mededingend of koste-effektief was nie; of

(b) strydig was met toepaslike—

(i) wetgewing;

(ii) handleidings, riglyne, praktyknotas, omsendskrywes of instruksies wat deur die Nasionale Tesourie of betrokke Provinsiale Tesourie uitgevaardig is; of

(iii) handleidings, beleid, prosedures, voorskrifte, instruksies of praktyke van, of wat op die Rolprentkommissie van toepassing is,

en enige verbandhoudende ongemagtigde, onreëlmatige of vrugtelose en verspilde uitgawes deur die Rolprentkommissie aangegaan of verliese deur die Rolprentkommissie or die Staat gely.

2. Enige onbehoorlike of onwettige optrede deur—

(*a*) die toepaslike diensverskaffers van die Rolprentkommissie; of

(*b*) enige ander persoon of entiteit,

met betrekking tot die bewerings uiteengesit in paragraaf 1 van hierdie Bylae.

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