Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette *No. 11711* *Regulasiekoerant*

Vol. 708 **7 June Junie** **2024** **No. 50771**

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

IMPORTANT NOTICE:

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

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

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

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

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 4949 **7 June 2024**

TABLE 8 / TABEL 8

VARIETIES IN RESPECT OF WHICH CERTIFICATION IS REQUIRED
VARIËTEITE WAARVAN SERTIFISERING VEREIS WORD

Botanical name Botaniese naam	Common name Gewone naam	Denomination of variety/ Benaming van variëteit	Date of commencement / Datum van inwerkingtreding
Allium cepa L.	Onion / Ui	Capricio Rion 1 Rion 2 Rion 3 Rion 4	2003-03-01 1996-01-01 1996-01-01 1996-01-01 1996-01-01
Arachis hypogaea L.	Groundnut / Grondboon	Akwa Anel ARC-AkwaPlus ARC-Oleic 2 ARC-Opal 1 ARC-SelliePlus Harts KANOSel Kwarts Mwenje Nyanda SA Juweel Schubert Tamnut OL 06 TT006 TT007 Tufa	1997-07-01 1997-07-01 2016-12-01 2013-01-01 2013-01-01 2016-12-01 1995-01-30 2013-01-01 1995-01-30 2010-01-31 2010-01-31 2008-01-31 2022-08-01 2016-12-01 2022-10-01 2022-10-01 2012-01-01
Avena sativa L.	Oats / Hawer	Dunnart Le Tucana Magnifico Maluti Pallinup Simonsberg SSH 39 W SSH 405 SSH 491 Targa Towerberg	2022-08-01 2004-09-01 2022-08-01 1997-07-01 2022-10-01 2013-03-14 2016-12-01 2016-12-01 2000-06-01 2023-02-01 2013-03-14
Brassica napus L.	Oil seed rape / Oliesaadraap	Varola 54	2001-12-01
Bromus catharticus Vahl	Rescue grass / Reddingsgras	WonderCover	2022-08-01
Cucurbita maxima Duchesne *ex* Lam.	Pumpkin & Squash / Pampoen en Skorsie	Flat White Boer-Van Niekerk/ Plat Wit Boer-Van Niekerk Sunproof	1988-06-01 2003-03-01
Cucurbita pepo L.	Squash / Skorsie	Blanco Rolet	2003-03-01 1988-06-01
Daucus carota L.	Carrot / Geelwortel	Brazilia	1991-12-01
Digitaria eriantha Steud.	Smuts finger grass / Smutsvingergras	Tip Top	1998-01-01
Eragrostis curvula (Schrad.) Nees	Weeping lovegrass / Oulandsgras	Agpal Umgeni	2000-06-01 1995-10-01
Eragrostis tef. (Zucc.)Trotter	Teff / Tefgras	Emerald Emerson Highveld Ivory	2007-02-01 2007-02-01 2007-02-01 2007-02-01

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Botanical name Botaniese naam	Common name Gewone naam	Denomination of variety/ Benaming van variëteit	Date of commencement / Datum van inwerkingtreding
		Rooiberg	2007-02-01
		Witkop	2007-02-01
Festuca arundinacea Schreb.	Tall fescue / Langswenkgras	Jenna	2007-02-01
		Panalex	2007-02-01
		Verdant	2007-02-01
Glycine max (L.)	Soybean / Sojaboon	53I54RSF IPRO	2023-02-01
		5302RSF	2023-02-01
		5351RSF	2023-02-01
		59I60RSF IPRO	2023-02-01
		5953RSF	2023-02-01
		61I63RSF IPRO	2023-02-01
		Don Mario 6.8 IRR	2023-02-01
		DM59R03	2023-02-01
		DM68R09	2023-02-01
		PAN 1867	2012-01-01
		PAN 1454 R	2012-01-01
		PAN 1664 R	2012-01-01
		PAN 1666 R	2012-01-01
		SSS 4945 (tuc)	2016-12-01
		SSS 5052 (tuc)	2016-12-01
		SSS 5449 (tuc)	2016-12-01
		SSS 6560 (tuc)	2016-12-01
		SSS 7460	2022-08-01
Helianthus annuus L.	Sunflower	AGSUN 8251	2022-10-01
Helianthus annuus L.	Sunflower	AGSUN 5278	2024-01-02
Helianthus annuus L.	Sunflower	AGSUN 5279	2024-01-02
Hordeum vulgare L.	Barley / Gars	Agulhas	2018-12-01
		Elim	2018-12-01
		Hessekwa	2018-12-01
		Puma	2006-02-01
		S 5	2013-03-14
		SabbiErica	2013-01-01
		SabbiNemesia	2013-01-01
Lolium ×hybridum Hausskn.	Hybrid ryegrass / Basterraaigras	Captivate	2007-02-01
		Titan	2007-02-01
Lolium multiflorum Lam.	Italian and westerwold Ryegrass / Italiaanse en Westerwold raaigras	AgriBoost	2013-01-01
		Agri-Hilton	2007-02-01
		Agriton	2000-06-01
		Burgundy	2007-02-01
		Captain	2007-02-01
		Caversham	2007-02-01
		Dairy Delight	2007-02-01
		Dargle	2007-02-01
		Enhancer	2007-02-01
		Hutton	2007-02-01
		Kamma	2013-01-01
		Midmar	1988-06-01
		Mispah	2007-02-01
		Performer	2007-02-01
		Sophia	2007-02-01
		Springboard	2007-02-01
		Springfield	2013-01-01
		Sukari	2013-01-01
		Supreme Q	2007-02-01
		Sustainer	2013-01-01
		Winter Gold	2007-02-01
Lupinus albus L.	White lupin / Witlupien	Alida	2003-03-01
		Esta	2003-03-01
		Vladimir	2003-03-01

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Botanical name Botaniese naam	Common name Gewone naam	Denomination of variety/ Benaming van variëteit	Date of commencement / Datum van inwerkingtreding
Medicago sativa L.	Lucerne / Lusern	S.A. Select	2004-09-01
Panicum maximum Jacq.	White buffalo grass / Witbuffelgras	Puk P 8	2007-02-01
Phaseolus vulgaris L.	Dry bean / Droëboon	Bonus CAR 2008 DBS 310 DBS 360 Jenny Kamiesberg Kranskop Kranskop-HR 1 LAKE 101 LAKE 102 Majuba Maskam Mkuzi OPS-KW 1 OPS-RS 1 OPS-RS 2 OPS-RS 4 PAN 116 PAN 123 PAN 128 PAN 148 PAN 9249 Roodeberg RS 5 RS 6 RS 7 Sederberg SW 1 Teebus Teebus RCR 2 Teebus RR1 Tygerberg Werna	1988-06-01 2019-09-01 2006-02-01 2006-02-01 2008-01-31 2019-09-01 2008-01-31 2008-01-31 2023-02-01 2023-02-01 1988-06-01 1988-06-01 1989-01-01 2008-01-31 2008-01-31 2008-01-31 2008-01-31 2012-01-01 2012-01-01 2012-01-01 2012-01-01 2012-01-01 2019-09-01 2008-01-31 2019-09-01 2019-09-01 2008-01-31 2019-09-01 1988-06-01 2008-01-31 2008-01-31 2019-09-01 2019-09-01
Pisum sativum L. *sensu lato*	Dry pea / Droë ert	Aragorn Greenwood	2019-09-01 2019-09-01
Raphanus sativus L.	Fodder radish / Voerradys	Endurance Geisha Lomo Samurai Star 1650 Star 1651 Sterling	2018-12-01 2007-02-01 2007-02-01 2007-02-01 2007-02-01 2007-02-01 2007-02-01
Secale cereale L.	Rye / Rog	Blue Chip Echo LS 35 LS 62 NCD Grazer PAN 263 Southern Blue Southern Green SSR 789 Trojan Wintergrazer 70	2007-02-01 2007-02-01 2007-02-01 2007-02-01 2007-02-01 2007-02-01 2007-02-01 2007-02-01 2022-08-01 2007-02-01 2012-01-01
Solanum lycopersicum	Tomato / Tamatie	Rotam 4	1988-06-01

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Botanical name Botaniese naam	Common name Gewone naam	Denomination of variety/ Benaming van variëteit	Date of commencement / Datum van inwerkingtreding
L. *(syn. Lycopersicon esculentum)*		Stevens	1988-06-01
Sorghum bicolor (L.) Moench.	Grain sorghum / Graansorghum	NS 5511 NS 5655	2009-01-31 2012-01-01
Sorghum spp.	Perennial forage Sorghum / Meerjarige Voersorghum	Jaffa Silk	2007-02-01 1995-01-01
Trifolium repens L.	White clover / Witklawer	AgriDan AgriMatt	2013-01-01 2013-01-01
Triticum aestivum L.	Wheat / Koring	Baviaans Betta DN Caledon CRN 826 DM1817T Duzi Elands Gariep IS TORDO Kariega Komati Koonap Krokodil Kwartel Limpopo Mac B Matlabas Olifants PAN 3118 PAN 3120 PAN 3355 PAN 3368 PAN 3379 PAN 3408 PAN 3471 PAN 3478 Ratel Sabie Senqu SST 88 SST 94 SST 015 SST 027 SST 047 SST 056 SST 087 SST 0117 SST 0147 SST 0166 SST 0187 SST 322 SST 347 SST 356 SST 363 SST 374 SST 387 SST 398 SST 399	2004-09-01 1999-01-01 2004-09-01 2004-09-01 2023-02-01 2006-02-01 2004-09-01 1997-07-01 2023-02-01 1998-01-01 2004-09-01 2013-03-01 2006-02-01 2013-03-01 1999-01-01 2004-09-01 2006-02-01 2004-09-01 2003-03-01 2012-01-01 2012-01-01 2012-01-01 2012-01-01 2012-01-01 2012-01-01 2012-01-01 2013-03-01 2010-01-31 2013-03-01 2000-06-01 2000-06-01 2004-09-01 2004-09-01 2009-01-31 2009-01-31 2010-01-31 2022-08-01 2018-12-01 2018-12-01 2024-01-02 2004-09-01 2009-01-31 2009-01-31 1999-11-01 2010-01-31 2010-01-31 2013-03-01 2009-01-31

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Botanical name Botaniese naam	Common name Gewone naam	Denomination of variety/ Benaming van variëteit	Date of commencement / Datum van inwerkingtreding
		SST 806	2009-01-31
		SST 822	1999-11-01
		SST 835	2004-09-01
		SST 843	2013-03-01
		SST 866	2013-03-01
		SST 867	2010-01-31
		SST 875	2010-01-31
		SST 876	1999-11-01
		SST 877	2010-01-31
		SST 884	2013-03-01
		SST 895	2013-03-01
		SST 896	2013-03-01
		SST 3149	2016-12-01
		SST 3156	2022-08-01
		SST 3176	2022-08-01
		SST 3186	2022-08-01
		SST 3197	2024-01-02
		SST 8125	2016-12-01
		SST 8135	2016-12-01
		SST 8154	2018-12-01
		SST 8155	2018-12-01
		SST 8156	2022-08-01
		SST 8175	2022-08-01
		SST 8177	2024-01-02
		SST 8205	2024-01-02
		SST 8227	2024-01-02
		Steenbras	2004-09-01
		Tankwa	2010-01-31
Triticum durum Desf.	Durum wheat / Durum koring	SSD 8113	2018-12-01
		SSD 8124	2018-12-01
		SSD 8133	2018-12-01
		SSD 8143	2018-12-01
		SSD 8154	2018-12-01
x *Triticosecale* Witt. ex A. Camus (*Triticum* x *Secale*)	Triticale / Korog, Tritikale	AgBeacon	2012-01-01
		AgBentley	2016-12-01
		AgMarcell	2018-12-01
		Cloc 1	1993-11-30
		Kiewiet	1997-07-01
		Snel	2016-12-01
		US 2007	2008-01-31
		US 2011	2016-12-01
		US 2014	2016-12-01
Vigna unguiculata (L.) Walp	Cowpea / Akkerboon	Agri-Nawa	2007-02-01
		Encore	2007-02-01
Zea mays L.	Yellow maize / Geelmielie	Colorado	2003-03-01
Zea mays L.	White maize / Witmielie	Afric 1	2004-09-01
		Mac Medium Pearl	1995-01-30
		Nelson's Choice	2004-09-01
		Nevada	2003-03-01
		ZM 521	2004-09-01
		ZM 1421	2008-01-31
		ZM 1423	2008-01-31
		ZM 1523	2008-01-31
		ZM 1623	2008-01-31
Zea mays L.	High Quality Protein White Maize / Hoë Proteïen Witmielie	Obatanpa SR	2008-01-31
		QS-King	2009-01-31
		Qsoba	2006-02-01

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[Table 8 inserted by R. 86 of 22 January 1998 and amended and substituted by R. 2496 of 9 December 1988, R. 2092 of 29 September 1989, R. 2119 of 24 July 1992, R. 891 of 28 May 1993, R. 513 of 18 March 1994, R. 174 of 10 February 1995, R. 319 of 3 March 1995, R. 1976 of 22 December 1995, R. 1011 of 1 August 1997, R. 866 of 3 July 1998, R. 949 of 24 July 1998, R. 232 of 17 March 2000, R 1207 of 1 December 2000; 19 of 11 January 2002; R. 1 of 3 January 2003; R. 577 of 2 May 2003; R. 477 of 27 May 2005, R. 187 of 3 March 2006, R. 521 of 29 June 2007, R.99 of 19 February 2010, R. 928 of 22 October 2010, R. 86 of 10 February 2012, R. 312 of 26 April 2013, R. 970 of 8 September 2017, No. 263 of 10 May 2019, No. 1361 of 25 October 2019, No. 11478 of 26 August 2022, No.47254 of 7 October 2022, R. 3451 of 26 May 2023 and R. of 2024]

[Tabel 8 ingevoeg deur R. 86 van 22 Januarie 1998 en gewysig en vervang deur R. 2496 of 9 Desember 1988, R. 2092 van 29 September 1989, R. 2119 van 24 Julie 1992, R. 891 van 28 Mei 1993, R. 513 van 18 Maart 1994, R. 174 van 10 Februarie 1995, R. 319 van 3 Maart 1995, R. 1976 van 22 Desember 1995, R. 1011 van 1 Augustus 1997, R. 866 van 3 Julie 1998, R. 949 van 24 Julie 1998, R. 232 van 17 Maart 2000, R. 1207 van 1 Desember 2000; R. 19 van 11 Januarie 2002; R. 1 van 3 Januarie 2003; R. 577 van 2 Mei 2003; R. 477 van 27 Mei 2005, R. 187 van 3 Maart 2006, R. 521 van 29 Junie 2007, R.99 van 19 Februarie 2010, R. 928 van 22 Oktober 2010, R. 86 van 10 Februarie 2012, R. 312 van 26 April 2013, R. 970 van 8 September 2017, No. 263 van 10 Mei 2019, No. 1361 van 25 Oktober 2019 No. 11478 of 26 August 2022, No.47254 van 07 Oktober 2022, R. 3451 van 26 Mei 2023 en R. of 2024]

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4950 **7 June 2024**

LABOUR RELATIONS ACT, 1995

NOTICE OF INTENTION TO CANCEL THE REGISTRATION OF A TRADE UNION

I, Mongwadi Mary Ngwetjana, Deputy Registrar of Labour Relations, hereby, in terms of section 106(2B) give notice of my intention to cancel the registration of **Private Sector Workers Trade Union (PSWTU) (LR2/6/2/2040)** for the following reasons:

- The organisation failed to comply with the provisions of section 98, 99 and 100 of the Act, and
- The organisation ceased to function in terms of its constitution

This Office is of the view that the trade union ceased to function as a genuine trade union as envisaged in the LRA.

The organisation and all interested parties are hereby invited to make written representations as to why the registration should not be cancelled. **Only representations pertaining to this Notice will be considered. All correspondence should refer to case number: 2024/05.**

Written representations must be lodged to me, c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, PRETORIA. [Postal address: Private Bag X117, PRETORIA, 0001 – email address: registrar.labourrelations@labour.gov.za ; mary.ngwetjana@labour.gov.za], within 60 days of the date of this notice.

DEPUTY REGISTRAR OF LABOUR RELATIONS

DATE: 31/05/2024

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4951 **7 June 2024**

LABOUR RELATIONS ACT, 1995

FURNITURE BARGAINING COUNCIL: RENEWAL OF PERIOD OF OPERATION OF THE COLLECTIVE BARGAINNG FEE COLLECTIVE AGREEMENT

I, **STEPHEN RATHAI**, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, renew the period fixed in Government Notices Nos R.20 of 20 January 2017, R. 752 of 28 July 2017, R. 496 of 18 May 2018, R.1037 of 5 August 2019, R. 436 of 14 August 2020, R. 998 of 28 April 2022, R.1686 of 17 March 2023 to be effective from the date of publication of this notice and for the period ending **30 April 2025**.



……..
DIRECTOR: COLLECTIVE BARGAINING

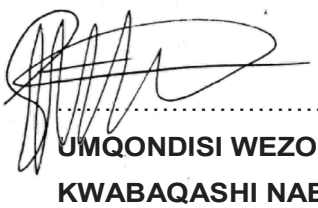
UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R. …….. **USUKU: ……...……..……**

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

FURNITIURE BARGAINING COUNCIL: UKUVUSELELWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO SENKONKHELO YOKUHLANGANYELA

Mina, **STEPHEN RATHAI,** uMqondisi Wezokuxoxisana phakathi kwabaQashi naBasebenzi, ngegunya likaNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngivuselela isikhathi esimisiwe esibekwe kwiZaziso zikaHulumeni ezingunombolo R.20 somhlaka 20 kuMasingana 2017, R. 752 somhlaka 28 kuNtulikazi 2017, R. 496 somhlaka 18 kuNhlaba 2018, R.1037 somhlaka 5 kuNcwaba 2019, R. 436 somhlaka 14 kuNcwaba 2020, R. 998 somhlaka 28 KuMbasa 2022 kanye R. 1686 somhlaka 17 kuNdasa 2023 siyosebenza kusukela osukwini lokushicilelwa kwalesisaziso kuze kube ngesikhathi esiphela ngomhlaka **30 kuMbasa 2025**.



……
UMQONDISI WEZOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4952 **7 June 2024**

LABOUR RELATIONS ACT, 1995

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **South African Road Passenger Bargaining**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second monday after publication until **31 March 2026** or until replaced by a subsequent agreement.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE 27/05/2024

UMNYANGO WEZEMISEBEBNZI NEZABASEBENZI

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

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIYINGQIKITHI 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 **South African Road Passenger Bargaining,** ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela ngomhlaka **31 kuNdasa 2026** noma kufikela ngesikhathi sibuyiselwa ngesinye isivumelwano.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 27/05/2024

SCHEDULE

THE SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL (SARPBAC)

MAIN COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act 66, 1995, made and entered into by and between the

SOUTH AFRICAN BUS EMPLOYERS ASSOCIATION

And

COMMUTER BUS EMPLOYERS ORGANISATION

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

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA

And

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION

(hereinafter referred to as the “employees” or the "trade unions"), of the other part,

being the parties to the South African Road Passenger Bargaining Council (SARPBAC)

(hereinafter referred to as the "Bargaining Council")

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1. SCOPE OF APPLICATION AND PERIOD OF AGREEMENT

1.1. SCOPE OF APPLICATION

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

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

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

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

1.2. TERM OF THE AGREEMENT

This Agreement shall come into operation for the parties to this Agreement on 1 April 2024 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 66 of 1995 (LRA) and shall remain in force until 31 March 2026 or until replaced by a subsequent agreement and shall be applicable to all Eligible Employees and their Employers.

2. DEFINITIONS

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

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

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

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

"Bus Rapid Transport" means any undertaking or a part of an undertaking that provides scheduled bus rapid transit services (including features such as dedicated bus lanes, right of way alignment, off-board fare collection, intersection treatment, platform-level boarding, high quality bus stations, prominent brand identity, etc.) for reward to the public as its main business (60% or more).

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"Clusters" means the following modes of transport operating within the sector; Bus Rapid Transport, Commuter Transport, Commercial Transport and Intercity Transport.

"Commuter Transport" means any undertaking or a part of an undertaking that provides conventional scheduled government subsidised road passenger transport for reward to the public at large as its main business (60% or more).

"Commercial Service Transport" means any undertaking or a part of an undertaking that provides scheduled and ad hoc road passenger transport for reward to private passengers (such as employees of companies, scholars, organised parties, tourists and companies) in terms of a commercial contract concluded between the client and the undertaking, as its main business (60% or more).

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

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

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

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

"**Employer**" means an individual, company or organisation that employs or provides work for any person or employs an Eligible Employee in the Road Passenger Transport Trade.

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

"Intercity Transport" means any undertaking or a part of an undertaking that provides scheduled road passenger transport for reward to the public at large between cities within South Africa and neighbouring countries in terms of a commercial contract concluded between individual passengers and the undertaking as its main business (60% or more).

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

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

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

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

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

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

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

(a) all periods during which an Employee is obliged to remain at his post in readiness to commence or proceed with his work and

(b) all time spent by a bus driver or bus driver-conductor on work connected with the bus or the passengers and all time spent by a driver of a motor vehicle on work connected with the vehicle or its load, but does not include any meal interval, sleep-over period or any time for which a subsistence allowance is payable to an Employee ,if during such period, the Employee does no work other than remaining in charge of the vehicle.

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

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

"Registration" means Registration by companies or Employers falling within the Road Passenger Transport Trade as defined in this agreement of the particulars (name, employee number and identity number) of all Eligible Employees with SARPBAC as required by the Department of Employment and Labour.

"**Retirement Fund**" shall mean a fund established in terms of the Pension Funds Act no 24 of 1956.

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

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

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

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

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

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

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

3. ACROSS THE BOARD INCREASE

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

3.1. The base rate of pay for the purpose of this clause will be the hourly rate payable to Employees immediately preceding the commencement date of this Agreement.

3.2. An across-the-board increase of 5% on the base rate of pay will become due from the 1 April 2024 for parties and on a date determined by the Minister for non-parties, until 31 March 2025.

3.3. An across-the-board increase of 6.5% on the base rate of pay as at the 31 March 2025 will become due from 1 April 2025 until the 31 March 2026 or until replaced by a subsequent agreement and shall be applicable to all Eligible Employees and their Employers.

4. MINIMUM HOURLY RATE

4.1 The minimum hourly wage for Employees will not be less than R48.15 per hour from 1 April 2024 for parties and for non-parties on a date determined by the Minister.

4.2 The minimum hourly wage for Employees will not be less than R51.28 per hour for the period 1 April 2025 to 31 March 2026.

5. JOB TITLES, GRADES, MINIMUM HOURLY RATES

5.1. The provisions of this Agreement shall apply to the job titles set out in Annexure A, which specifies:

5.1.1. The definition applicable to each job title.

5.1.2. The various occupations within the trade which are encompassed within the job title.

5.1.3. The Peromnes grade range applicable to such job title.

5.1.4. The minimum hourly rate applicable to such job title.

5.2. Where an Employer's entry level hourly rate in respect of new Employees is greater than the minimum hourly rate specified in Annexure A, the Employer shall be entitled to maintain such entry level hourly rate without increase.

6. ORDINARY HOURS OF WORK AND OVERTIME

6.1. **Ordinary hours of work** – Ordinary hours of work shall not exceed 45 hours in any week.

6.2. **Averaging of hours** – Notwithstanding the provisions of this Agreement, an Employer may conclude a collective agreement which permits the Employer to average the ordinary hours of work and overtime of Employees over a period of up to 4 months, provided:

6.2.1. That the Employer may not require or permit an Employee who is bound by the collective agreement to work more than:

a) An average of 45 ordinary hours of work in a week over the agreed period.

b) An average of 5 hours overtime in a week over the agreed period.

6.2.2. That the collective agreement lapses after 12 months.

6.2.3. That the proviso referred to in sub-paragraph 6.2.2 above only applies to the first two collective agreements concluded in terms of this clause.

6.3. **Meal interval** – An Employer shall not require or permit an Employee to work continuously for more than five hours, without a meal interval, of not less than 30 minutes, during which interval, such Employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime.

6.4. **Rest intervals** – An Employer shall grant to his Employee, other than a member of the operating staff, a rest interval of not less than 10 minutes as nearly practicable in the middle of each first work period and second work period of the day, and during such interval the Employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of the Employee.

6.5. **Weekly day off** – An Employer shall grant to every Employee at least one full day off during every seven consecutive days.

6.6. **Spread-over** – In the case of a member of the operating staff the ordinary hours of work, including the meal interval where applicable, and all overtime, shall on any day be completed within a spread-over of 14 hours.

6.7. **Overtime** - Employees working overtime will be compensated at a rate of 1.5 times their normal hourly rate on an ordinary day and double their normal hourly rate on a working day off.

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6.8. **Sunday** – Employees working on a Sunday which is not their weekly day off will be compensated at a rate of 1.5 times their normal rate for each hour worked on the Sunday.

6.9. **Limitation of overtime**:

6.9.1. An Employer shall not require or permit an Employee to work overtime, otherwise than in terms of a collective agreement or an agreement concluded with the Employee.

6.9.2. The maximum permitted overtime may not exceed 15 hours per week.

6.10. **Set-off** – Where in any one week an Employee absents himself/herself from work during any or all of the ordinary hours of a shift or shifts, without authority, any overtime worked by the Employee shall be paid at the Employee's ordinary rate of pay for a period equivalent to the period of such absence.

6.11. **Rest period** – An Employer shall grant the Employee, other than a member of the operating staff, a daily rest period of a least 12 consecutive hours between the Employee ending and recommencing work.

6.12. **Short-time** – An Employer shall be entitled to implement short-time upon notice to Employees in which event the provisions of clause 36.4.4 will apply.

7. SCHEDULING OF WORK

7.1. Employers have the right to schedule Employees for all ordinary hours of work in any day and/or week at ordinary rates of pay.

7.2. Schedules may make provision for waiting/standby periods, to the extent decided by the Employer, which periods may, amongst other duties, include driving, special hires, attendance at training courses or meetings.

7.3. Employers may amend schedules provided that 7 days' notice is given prior to the implementation of such new schedules.

8. TRAINING

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

9. SUBSISTENCE & TRAVEL ALLOWANCE

9.1. An Employee, who is away from his Employer's establishment on special hire/charter duties or on instructions from his Employer and is, as a consequence thereof and at the instruction of the Employer, required to sleep out, will be paid an allowance of R786.48 from the 1 April 2024 for parties and for non-parties from the date determined by the Ministers until 31 March 2025 and R837.60 for the period 1 April 2025 to 31 March 2026 for each night that the employee is required to sleep out to cover the costs of meals and accommodation.

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9.2. An Employee, who is away from his Employer's establishment, for more than 7 hours 20 minutes, on special hire/charter duties or on the instruction of the Employer but is not required/instructed by the Employer to sleep out, will be paid a meal allowance of R11.56 from the 1 April 2024 for parties and for non-parties from the date determined by the Ministers until 31 March 2025 and R12.31 for the period 1 April 2025 to 31 March 2026 per hour for each completed hour of such special hire/charter or absence.

9.3. The above allowances will not be paid where, in terms of the Employer procedures, the Employer or a third party provides accommodation and/or food, pays for such expenses directly or where accommodation and/or food are made available at no cost to the Employee.

10. NIGHT-SHIFT ALLOWANCE

A night-shift allowance of R11.56 per hour will be payable from the 1 April 2024 for parties and for non-parties from the date determined by the Ministers until 31 March 2025 and R12.31 for the period 1 April 2025 to 31 March 2026 to Employees for the work performed between 20:00 and 03:00

11. TOOL ALLOWANCE

An allowance of R56.09 will be paid from the 1 April 2024 for parties and for non-parties from the date determined by the Ministers until 31 March 2025 and R59.74 for the period 1 April 2025 to 31 March 2026 to Employees who, as a requirement of the Employer, are in possession of the applicable tool kit complying with the Employer's specifications.

12. CROSS BORDER EXPENSES AND ALLOWANCES

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

12.1 Reimburse the Employee for the required expenses of obtaining a passport, visa, medical certificate and medication.

12.2 Pay the Employee who is away from the Employer's establishment on special hire/charter duties or on the instruction of the Employer and is as a consequence thereof and at the instruction of the Employer required to sleep out outside of South Africa, an allowance of R894.43 from the 1 April 2024 for parties and for non-parties from the date determined by the Ministers until 31 March 2025 and R952.57 for the period 1 April 2025 to 31 March 2026.

12.3 Pay an Employee, who is away from his Employer's establishment, for more than 7 hours and 20 minutes on special hire/charter duties or on the instruction of the employer but is not required/instructed by the Employer to sleep out outside the border of South Africa, a meal allowance of R13.55 from the 1 April 2024 for parties and for non-parties from the date determined by the Ministers until 31 March 2025 and R14.43 for the period 1 April 2025 to 31 March 2026 for each completed hour of such special hire/charter or absence.

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12.4 The above allowance will not be paid where in terms of the Employer's procedures, the Employer or a third party provides accommodation or food or pays for the food directly and where food and accommodation are available at no cost to the Employee.

12.5 Where this clause applies, then clause 9 does not apply.

13. **DUAL DRIVER ALLOWANCE**

Employers engaged in scheduled intercity services, where two Coach Driver are required on the vehicle as a result of the distance to be travelled, shall pay an allowance of R476.36 from the 1 April 2024 for parties and for non-parties from the date determined by the Ministers until 31 March 2025 and R507.32 for the period 1 April 2025 to 31 March 2026 per month to each Coach Driver who had engaged in such services for the pay period concerned.

14. **CELL PHONE ALLOWANCE**

Where Employees are required by the Employer to use his personal cell phone the full actual expense will be reimbursed.

15. **PART TIME ADULT BASIC EDUCATION AND TRAINING INSTRUCTORS**

All Employees who, on a part time basis, perform the work of Adult Basic Education and Training (ABET) instructors will receive an allowance R12.84 for each hour of ABET instruction.

16. **PROFESSIONAL DRIVING PERMIT/LICENSE**

16.1 Employees who are required by the Employer to have a Professional Driving Permit will receive a 100% refund in respect of the cost of the successful renewal of the Professional Driving Permit and the cost of the card that is replaced at the same time as the Professional Driving Permit renewal. Where a medical examination is required for the renewal of the Professional Driver Permit, such medical examination shall, for those individuals employed after 31 March 2004, be performed by a medical doctor of the Employer's choice.

16.2 Individuals employed before 1 April 2004 may use a medical doctor of the Employee's choice for the medical examination referred to above, in which event the Employee will be responsible for the cost thereof.

16.3 Should an Employee, contest the medical finding of the company appointed doctor, such Employee will have the right to undergo, at the Employee's cost, a further medical examination by a doctor of the Employee's choice.

16.4 Should the medical opinion of the doctor appointed by the Employee differ from that of the doctor appointed by the company, the Employee shall be entitled to seek a third medical examination. If the Employee does not exercise such right within 14 days, the medical finding of the company appointed doctor will stand. For the purpose of conducting the third medical examination, the parties will establish an agreed panel of doctors. In the event that such third medical examination is sought, the medical opinion obtained from a panel doctor for this purpose will be final and binding.

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16.5 Should the panel doctor's opinion confirm the company appointed doctor's opinion, the cost of the third medical examination will be for the account of the Employee.

Should the panel doctor's opinion confirm the Employee appointed doctor's opinion, the cost of the third medical examination will be for the account of the Employer.

16.6 All Employees who are required by their Employer to be in possession of a valid driver's license of the appropriate code and/or professional driving permit (PrDP) are required to obtain from the relevant authorities documented proof of the validity of such licenses and/or PrDP, if requested to do by the Employer and to present such documents to the Employer.

17. LEGAL ASSISTANCE

17.1 When an Employee, acting in the course and scope of his employment, is involved in a motor vehicle accident in a company vehicle, and is subsequently charged with commission of a criminal offence arising out of the accident, the Employer will provide legal assistance by granting an interest free loan up to a maximum of R 10 000.00.

17.2 The Employer will appoint a lawyer in such cases. Such loans will be repaid in instalments by the Employee immediately. If eventually found not guilty, the Employer will refund the amount already deducted from the Employee's pay.

17.3 The provision of legal assistance is extended to a security guard with a company-issued firearm who is charged with commission of a criminal offence arising from the use of the firearm whilst on duty.

18. ANNUAL LEAVE

18.1 Annual leave cycle means the period of 12 months employed with the same Employer, immediately following:

18.1.1 an Employee's commencement of employment; or

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

18.2 An Employer must grant an Employee at least 21 consecutive days of annual leave, on full remuneration, in respect of each annual leave cycle. This means:

18.2.1 15 working days for Employees working a 5 day week.

18.2.2 18 working days for Employees working a 6 day week.

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

19. SICK LEAVE

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

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19.1.1 an Employee's commencement of employment; or

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

19.2 During every sick leave cycle, an Employee is entitled to an amount of paid sick leave equal to the number of days the Employee would normally work during a period of six weeks.

19.3 Despite sub-clause 19.2, during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 26 days worked.

19.4 During an Employee's first sick leave cycle, an Employer may reduce the Employee's entitlement to sick leave in terms of sub-clause 19.2 by the number of days' sick leave taken in terms of sub-clause 19.3.

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

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

19.5.2 on the Employee's usual payday.

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

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

19.6.2 the Employee's entitlement to pay:

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

19.6.2.2 for sick leave over the sick leave cycle is at least equivalent to the Employee's entitlement in terms of sub-clause 19.2.

20. INFORMING EMPLOYER OF ABSENCE AND PROOF OF INCAPACITY

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

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

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

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21. **LEAVE FOR TERMINALLY ILL EMPLOYEES**

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

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

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

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

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

21.5 Where companies provide sick leave more than the combined benefits that would accrue from clause 18 of this agreement and this clause, Employees working for such companies will not be entitled to the terminally ill benefit as provided for herein.

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

22. **MATERNITY LEAVE**

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

23. **FAMILY RESPONSIBILITY LEAVE**

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

23.1 A maximum of 5 days compassionate leave may be granted in respect of the death of a spouse, life partner, parent, parent-in-law, grandparents, grandchildren, direct or adopted child or direct sibling.

23.2 A maximum of 3 days leave may be granted to an Employee whose child is born or sick; or to a spouse for the care of a mother who is ill relating to the confinement within a period of a year.

24. **STUDY LEAVE**

Employees shall be entitled to paid study leave as follows:

24.1 2 days prior to and 1 day on the day of the examination per approved course, subject to a maximum of 15 days per annum for approved courses,

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24.2 Approved course (as referred to in Annexure "D") for purposes of this clause, means a course approved in line with the existing company policy or a course included in the SARPBAC list of "Accredited Courses",

24.3 Study leave benefits are only applicable to examinations in courses undertaken at registered institutions of higher learning within South Africa.

24.4 Eligibility for the above benefit shall be subject to: -

24.4.1 Applications for Study Leave in terms of clause 24, setting out the details of the course(s) of study and the educational institution must be received by the Employer not later than January in the year which the course(s) of study are to be undertaken,

24.4.2 Applications will be considered by the Employer in accordance with the Employer's operational requirements (the ability of the employer to operate efficiently and effectively its business),

24.4.3 Employees whose applications are approved must, at least one month prior to embarking on any study leave in terms of clause 24, provide the employer with documentary proof of the employee's eligibility to write the exam.

24.5 Should a dispute arise out of the application of clause 24, the matter must be dealt with in terms of the companies' grievance procedure.

25. **RETIREMENT FUND**

25.1 Membership of Retirement Fund is compulsory in respect of all Employees.

25.2 The Employer's contribution to such fund shall not be less than 10% of the Employee's basic wage.

23.3 The Employee's contribution to such fund shall not be less than 7.5% of the Employee's basic wage.

26. **BONUS**

26.1 Employees who are in the service of their Employer on the first day of December in any calendar year, shall be paid a bonus equivalent to one month's basic wages, provided that such bonus will be calculated pro rata to an Employee's service where the Employee is engaged for a period of less than 12 months immediately preceding the first day of December.

26.2 Employees who leave the service of the Employer prior to the 1st of December in any one year, will be paid a pro rate portion of the bonus referred to above provided that the termination of their service is as a result of any one of the following:

26.2.1 the Employee being declared medically unfit to continue employment or,

26.2.2 the Employee attaining normal retirement age or,

26.2.3 the employment relationship being terminated for operational reasons or,

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26.2.4 the death of the Employee.

26.3 Employees in the Intercity and Commercial Cluster will be paid their annual bonus on the first payday following their employment anniversary date.

26.4 Any Employer seeking exemption from the provisions of this clause because of financial reasons shall be obliged to follow the exemption procedure detailed in Annexure C.

27. PRIMARY HEALTH CARE

27.1 Employers must offer the Affinity Reef option as a primary health scheme for the Employee only (no other dependants). The initial Employer contribution rate to not exceed R221-00 per month. Provided that the Employer contribution to the scheme in any year will not increase by more than the average CPI for the preceding 12 months (capped to a maximum of 6%).

27.2 Once the NHI comes in and the Employer is required to contribute to the NHI, this scheme will terminate to avoid double funding of primary health care.

27.3 The scheme will be offered as an optional scheme to Employees who currently do not have a formal primary health scheme or membership of a formal medical aid scheme in place.

27.4 This benefit will not be revisited within the next 3 years (other than if point 2 applies).

27.5 This benefit will be implemented for both parties and non-parties on the 1st day of the month following the month in which the agreement is extended by the Minister of Employment and Labour.

28. CONTRACT PENALTIES

Where an Employee is found to be directly responsible for a penalty being imposed on the Employer because of the non-compliance with the terms and conditions of a subsidised contract, the Employee will be required to reimburse the Employer to the extent of the penalty incurred, up to a maximum of R400.00 per incident. Such reimbursement shall be deducted from the basic wage of the Employee.

29. RETRENCHMENT/SEVERANCE PACKAGE

29.1 Where an Employee is eligible for severance pay following dismissal for operational requirements, this shall be calculated on a basis of two weeks' severance pay for each completed year of service. (this issue is not to be raised again as a demand by organised labour unless future legislative changes necessitate alignment),

29.2 Provided that the provisions of this Agreement shall not supersede the provisions of any other common law agreement which may be binding upon Employers and/or Employees in relation to the payment of a severance pay following upon dismissal for operational requirements.

30. FARE INCREASES

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

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31. **TRADE UNION NATIONAL RETIREMENT FUNDS**

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

32. **STATUS QUO**

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

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

33. **PROHIBITION OF EMPLOYMENT**

An Employer shall not:

33.1 employ any person under the age of 15 years,

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

34. **NOTICE OF TERMINATION OF CONTRACT**

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

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

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

35. **CERTIFICATE OF SERVICE**

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

35.1 the Employee's full name,

35.2 the name and address of the Employer,

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35.3 a description of the Bargaining Council by which the Employer's business is covered,

35.4 the date of the commencement and the date of termination of employment,

35.5 the title of the job or a brief description of the work for which the Employee was employed at the date of termination,

35.6 the Employee's remuneration at date of termination and

35.7 if the Employee so requests, the reason for termination of employment.

36. **KEEPING OF RECORDS**

36.1 Every Employer must keep a record containing at least the following information:

36.1.1 the Employee's name and occupation,

36.1.2 the time worked by each Employee,

36.1.3 the remuneration paid to each Employee,

36.1.4 the date of birth of any Employee under 18 years of age and

36.1.5 any other prescribed information.

36.2 A record in terms of sub-clause 36.1 must be kept by the Employer for a period of three years from the date of the last entry in the record.

36.3 No person may make a false entry in a record maintained in terms of sub clause 36.1 above.

36.4 An Employer who keeps a record in terms of this clause is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

37. **PAYMENT OF REMUNERATION**

37.1 Any amount due to an Employee shall, in accordance with company policy, be paid weekly, fortnightly or monthly in cash, or by direct deposit into an account designated by the Employee.

37.2 Any remuneration paid in cash must be given to each Employee:

37.2.1 at the workplace or at a place agreed to by the Employee,

37.2.2 on the designated pay day and

37.2.3 in a sealed envelope.

37.3 An Employer must give an Employee the following information in writing on each day that an Employee is paid:

37.3.1 the Employer's name,

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37.3.2 the Employee's name and occupation,

37.3.3 the period for which the payment is made,

37.3.4 the Employee's gross remuneration,

37.3.5 the amount and description of any deduction made from the remuneration,

37.3.6 details of overtime and other earnings and

37.3.7 the actual nett pay.

37.4 Save as provided for in terms of this Agreement, no Employer shall levy any fines against the Employee, nor may he make any deductions from the Employee's remuneration other than:

37.4.1 with the written consent of the Employee,

37.4.2 whenever an Employee is absent from work, other than at the direction of his Employer, a deduction proportionate to the period of his absence and calculated based on the basic wage of the Employee in respect of his ordinary hours of work at the time of such absence, subject to any set-off which may be applicable in terms of clause 6.10 above,

37.4.3 a deduction of any amount which an Employer by law or order of any competent court or by collective agreement is required or permitted to make,

37.4.4 whenever the ordinary hours of work are reduced because of short time, as defined, a deduction not exceeding the amount of the Employee's hourly basic wage in respect of each hour of such reduction. Provided that,

a) such deduction shall not exceed one third of the Employee's weekly/monthly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced,

b) no deduction shall be made in the case of short time arising out of slackness of trade or inability to operate normal services unless the Employer has given his Employee notice on the previous workday of his intention to reduce the ordinary hours of work,

c) no deduction shall be made in the case of short time owing to a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the Employer has given his Employee notice on the previous day that no work will be available.

37.4.5 with written consent of an Employee, a deduction of any amount which an Employer has paid or has undertaken to pay to;

37.4.5.1 a registered financial institution, local authority or the State in respect of a payment on a loan granted to such Employee to acquire a dwelling,

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37.4.5.2 any organisation or entity in respect of the rent of a dwelling occupied by such Employee,

37.4.6 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to the Employee by the Employer. Provided that any such deduction shall not exceed one third of the total remuneration due to the Employee on the pay-day concerned and provided further that no such deduction shall be made in respect of any period during which the Employee's basic wage is reduced in terms of paragraph 37.4.4.

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

38. DESIGNATED AGENTS

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

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

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

39. APPLICATIONS FOR EXEMPTION AND APPEALS AGAINST DECISIONS OF THE EXEMPTION PANEL

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

40. DISPUTE PROCEDURE

Dispute procedures are detailed in Annexure B to this Agreement.

41. LEVIES

40.1 Employees for whom minimum basic wages are prescribed an amount of R6.58 per week or R28.53 per month of an Employee's normal basic wage shall be deducted by an Employer from the basic wage of every Employee,

40.2 Other Employees in the bargaining unit for which minimum basic wages are not prescribed, but who qualify for the across the board increases as per clause 3.2, an amount of R6.58 per week or R28.53 per month of an Employee's normal basic wage shall be deducted from the basic wage of every Employee, in his or its employ who works one or more days a week,

40.3 To the amounts deducted in terms of clause 40.1 and 40.2, the Employer shall add a like amount and pay the total by no later than the 7th of each month over to the Council together with the schedules at Ground Floor, Stonefountain House, 95 Klipfontein Road, Rondebosch, 7700, or into the Council's bank account: SARPBAC, First National Bank, Account no. 62289781752, Branch Code 202409.

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42. ADMINISTRATION OF AGREEMENT

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

43. APPLICATION OF AGREEMENT

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

43.2 The National Bargaining Forum shall be the sole forum for the negotiating of collective agreements on substantive conditions of employment, no negotiations on substantive conditions of employment shall take place at plant level.

44. REGISTRATION

All Employers operating in the Road Passenger Transport Trade who employ Eligible Employees in terms of this Agreement are compelled to register with the South African Road Passenger Bargaining Council.

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ANNEXURE A

JOB TITLES, GRADES, MINIMUM HOURLY RATES

Job Title	Purpose Statement	Occupations Included	Range of Grades	Minimum Rate Per Hour with the coming into operation of the Agreement until 31 March 2025	Minimum Rate Per Hour for the period 1 April 2025 to 31 March 2026
Artisan	Qualified artisan who holds the relevant trade papers. Artisan could include Diesel Mechanic, Auto Electrician, Body Builder, Painter, Welder and Spray Painter. Typical work would include the service, repair, maintenance, upgrade of vehicles/components, inspections. Conducts road tests, recovers breakdowns, and identifies / diagnoses faults/defects. Artisans may supervise and assist in training unqualified staff.	Artisan, Artisan Auto Electrician, Artisan Body Builder, Auto Electrician, Body Builder, Mechanic, Diesel Mechanic, Painter, Spray Painter, Trimmer, Welder.	P13-P10	R 96.68	R 102.96
Bus Driver	Drives a bus to transport passengers on scheduled services over established routes. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure the safe arrival of passengers. Ensures passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. This category is restricted to commercial contracts which are not subsidized by government.	Bus Driver	P15-P14	R 56.69	R 60.37
Cabin Attendant	Provides assistance to passengers on a Luxury Coach. Tasks include serving of refreshments and ensuring passengers experience a comfortable journey.	Cabin Attendant	P14	R 85.31	R 90.85
Canteen Attendant	Maintains the cleanliness of the canteen and assists in the preparation and serving of food and beverages. Keeps the canteen clean and tidy.	Canteen Assistant Meals, Canteen Assistant Tea, Canteen Attendant	P18-P17	R 48.15	R 51 28
Cashier	Receives cash from drivers and/or ticket sellers and banks all cash received.	Cashier, Cashier - Ex DC.	P14-P12	R 65.37	R 69.62

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Cleaner	Cleans and maintains office / yard / workshop / buses / vehicle parts / bellows, utilising the appropriate cleaning agents and cleaning tools.	Bellow Cleaner, Bus Cleaner, Bus Washer, Office Cleaner, Steam Cleaner, Steam Jenny Cleaner, Workshop Cleaner, Yard Cleaner.	P19-P18	R 48.15	R 51.28
Clerk	Performs administrative / clerical / stores / technical duties. Tasks may include filing, recording of data, copying, typing, handling petty cash, ordering of stationery/groceries, reporting, receiving and issuing of stock/parts or stock-taking. Additional duties may include attending to client queries/complaints, supervising and/or coordinating the workload of subordinates and/or operating on a senior administrative level.	Clerk, Assistant Contract Clerk, Receiving and Recon Clerk, Tyre Clerk, Taco Clerk, Operations Clerk, Planning Clerk, Terminal Clerk, Private Hire Clerk, Reservations Clerk, Scheduling Clerk, Technical Clerk, Waybill Clerk, Contract Clerk, Revenue Office Assistant, Special Hire Clerk, Stores Clerk, Engineering Clerk, Senior Clerk, Senior Store Clerk, Systems Clerk. Data Capturer.	P15 - P11	R 59.72	R 63.60
Cook	Prepares and serves meals to staff members. Compiles a weekly menu and assists in canteen administration. Supervises Canteen Attendants.	Chef	P15	R 68.23	R 72.66
Despatcher	Books and despatches drivers on allocated routes to ensure buses depart on schedule and executes administrative-related functions. Duties may include signing on/off shifts for Bus Drivers, reporting of any incidents and analysing the AM and PM operation.	Depot Despatcher, Despatcher, Sub Depot Despatcher.	P13 - P12	R 73.91	R 78.71

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Driver / Conductor	Drives a bus or luxury coach to transport passengers on the scheduled services over established routes. May issue tickets and collect fares. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure safe arrival of passengers. Ensures that passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. Includes all BRT operations.	Driver / Conductor, Duty Bus Driver, Luxury Coach Driver, Coach Driver, OMO.	P14-P12	R 73.91	R 78.71
Driver Instructor	Provides training to drivers and conducts evaluations on drivers.	Driver Instructor, Driver Training Instructor.	P12 - P11	R 85.31	R 90.85
ETM Technician	Services, repairs and maintains Electronic Ticket Machines.	ETM Repairer, ETM Technician, Wayfarer Mechanic, Setright Mechanic, Senior Setright Mechanic.	P14 - P10	R 62.57	R 66.64
Forklift Driver	Operates a forklift to move equipment within the premises.	Forklift Driver	P18	R 62.57	R 66.64
Fuel Attendant	Refuels buses /company vehicles.	Fuel Attendant, Diesel/Fuel Attendant.	P17-P16	R 48.15	R 51.28
Gardener	Maintains gardens, lawns, shrubs and trees. Loads and unloads goods and materials. May provide assistance in the washing of company cars and cleaning of windows.	Gardener, Garden Labourer, General Worker.	P18	R 48.15	R 51.28
Handyman	Performs general building maintenance and repair work for plumbing, electrical, building and paving activities.	Handyman, Handyman Building Maintenance, Handyman Electrical	P16-P11	R 65.37	R 69.62
Help Desk Administrator	Handles passenger complaints, issues refund-vouchers to passengers, issues trip vouchers, assists passengers with dead tags, records customer complaints, visits head office and provides feedback	Help Desk Administrator	P14	R 82.74	R 88.12

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Hospitality Representative	Meets and greets clients at airports and ensures that the correct vehicles are boarded.	Hospitality Representativ e	P13	R 59.51	R 63.38
Inspector	Executes and carries out inspection duties to investigate irregularities and ensure compliance to company policy - performs physical vehicle checks, evaluates driver compliance, monitors scheduled trips and audits the issuing of tickets and the collection of revenue.	Inspector	P13 - P11	R 74.26	R 79.09
Maintenance Assistant	Assists a qualified Artisan and has sufficient relevant experience to perform the work required.	Semi-skilled Body Builder, Semi-skilled Electrician, Semi-skilled Mechanic, Semi-skilled Shift Mechanic; Junior Body Builder, Junior Electrician, Junior Glazier, Junior Mechanic, Junior Body Builder, Junior Spray Painter, Operative B.	P14-P13	R 68.23	R 72.66
Maintenance Technician	Unqualified Artisan who is able to perform all technical duties not performed by an Artisan (auto electrician/body builder/diesel mechanic), but does not have the qualification (i.e. trade certificate).	B Artisan (Auto Electrician, Body Builder, Diesel Mechanic), Workshop Operative, Honorary Artisan, Auto Elec Operative, Body Shop Operative, Operative A.	P13-P12	R 74.15	R 78.97
Messenger	Delivers and collects mail / documents and runs errands as required by the operation. May be required to drive a motorcycle or vehicle and hold the applicable license.	Messenger	P18-P15	R 48.15	R 51.28

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Mobile Driver	Drives a light motor vehicle to transport personnel to and from the required location. Holds a code 08 (EB) license.	Mobile Driver	P18-P15	R 48.30	R 51.44
Porter	Loads and off loads luggage at major centres in an intercity environment.	Porter	P19	R 48.15	R 51.28
Receptionist	Performs front desk duties, operates the switchboard to attend to incoming calls, receives visitors to the organisation and responds to general enquiries. Performs clerical duties when required e.g. photocopying, handling mail, handling faxes.	Receptionist, Receptionist/Switchboard Operator, Switchboard Operator.	P14	R 62.67	R 66.64
Regulator	Records arrival and departure times of buses at terminal points to ensure buses keep to routes and schedules. Liaises with passengers on the service provided.	Regulator, Point Controller.	P14-P12	R 54.03	R 57.54
Route Controller	Ensures that specific routes are covered for passengers to arrive on time at destinations.	Route Controller	P12 - P11	R 136.40	R 145.27
Security Guard	Patrols and guards company assets and personnel and provides secure access control to the property.	Security Guard, Gatekeeper.	P17 - P16	R 51.21	R 54.54
Senior Cashier	Supervises Cashiers in the receipt and banking of cash received. Tasks include reconciling cash to ticket sales, liaising with customers, controlling safes, ensuring the smooth running of equipment at depots, and conducting periodic depot spot checks.	Senior Cashier, Chief Cashier, Senior Cashier T/Seller	P13-P12	R 74.15	R 78.97
Senior Inspector	Supervisors a team of inspectors, works according to a pre-determined schedule and performs adhoc investigations. Liaises with passengers and driver conductors. Carries out a census.	Senior Inspector	P12-P11	R 85.31	R 90.86
Senior Regulator	Supervises operational duties of Regulators, maintains an effective passenger information system and monitors passengers at platforms.	Senior Regulator, Senior Point Controller.	P12-P13	R 74.15	R 78.97

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Shunter Driver	Moves buses on company premises and between sections for maintenance activities. Road test buses as and when required by Artisans and workshop supervisors. Parks buses in stipulated areas. Drives buses through bus wash machines. Drives vehicles onto and off pits. Requires the applicable license.	Shunter Driver, Shunter Driver-Maintenance.	P16-P15	R 51.21	R 54.54
Stores Driver	Performs driving duties for stores e.g. collection of parts and other store items. Requires the applicable license.	Stores Driver	P15	R 48.15	R 51.28
Storeman	Establishes and maintains minimum and maximum stock levels, controls and checks the delivery of stock, issuing of parts and spares, keeps stock cards up to date, receives and books out spares, performs stock take, conducts spot checks on stocks, etc.	Storeman, Storeman Buyer, Storeman / Counterhand.	P15 - P12	R 62.57	R 66.64
Stores Assistant	Assists the Storeman with the issuing and receiving of parts in the store, physically moves stock (packing, unpacking) and drives a forklift to load and unload spares from delivery vehicles. Requires the applicable licence.	Stores Assistant	P16-P14	R 59.98	R 63.88
Tea Person	Make tea and coffee and wash dishes.	Tea Person	P18	R 48.15	R 51.28
Technical Driver	Performs driving duties for the Technical Department inclusive of shunting vehicles from the wash bay to check pits and to the workshop, fuelling of vehicles, taking vehicles for COF and towing busses in for repairs. Requires the applicable licence.	Technical Driver	P15	R 48.15	R 51.28
Terrain Controller	Supervises the dispensing of diesel, oil and water. Supervises, shunting, parking and despatching of buses. Supervises the cleaning and washing of the exterior and interior of buses. Supervises the cleaning of the yard, offices, buildings, equipment and premises.	Terrain Controller, Yard Supervisor.	P13 - P12	R 95.68	R 101.90

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Ticket Admin Clerk	Performs cashier and ticket selling duties, inclusive of selling trips and tags to passengers and the maintenance of stock. Handles cash, cashes up drivers' modules, drivers' tickets and standby waybills, pays in at a Cashier, cashes up daily sales. Is responsible for the banking of money, assisting customers with complaints, checking that ETM's are working and reporting defaults, requesting stock, stationery and float, and rotating between depots.	Ticket Admin Clerk, Ticket Office Clerk, Admin Clerks (Tickets).	P14-P13	R 65.37	R 69.62
Ticket Seller	Sells tickets to passengers from a mobile vehicle or at a point identified by the company. May require the applicable license.	Ticket Seller, Pre Seller, Season Ticket Seller.	P14-P12	R 65.37	R 69.62
Transport Officer	Signs Bus Drivers/ Driver Conductors On & Off. Reports any incidents that have a negative effect on the smooth running of the operation in the occurrence book. Analyses the AM and PM Operation.	Transport Officer	P11	R 74.15	R 78.97
Typist	Types documents and performs clerical duties for a department, e.g. Operations.	Typist, Typist Clerk.	P15-P13	R 65.37	R 69.62
Tyre Attendant	Removes and replaces tyres on vehicles. Checks tyres for defects, damage and pressures. Removes and inspects rims for damage and replaces rims.	Tyre Attendant, Tyre Operator.	P17-P14	R 48.15	R 51.28
Tyre Controller	Supervises tyre attendants and ensures optimal work output.	Tyre Supervisor	P13	R 95.68	R 101.90
Workshop Assistant	Assists a qualified artisan in the trade (Body Builder, Auto Electrician, Vehicle Checker, Greaser, Diesel Mechanic and Spray Painter) through supplying the correct tools, cleaning of components, and assisting with the service, repair, maintenance and upgrade of vehicles/components. Performs general housekeeping in keeping the work area safe and clean. Not an apprentice. Reports into an Artisan.	Trade Worker P15 & P16. Trade Assistant: Auto Electrician, Trade Assistant Diesel Mechanic, Handyman Assistant, Mechanical Shop Assistant, Assistant Electrician, Assistant Glazier,	P19-P15	R 48.15	R 51.28

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		Workshop Assistant, Workshop Operator Assistant, Builder Assistant, Assistant Mechanic, Assistant Spray Painter, Auto Electrical Assistant, Grade C and D Operatives, Electrical Shop Assistant, Body Shop Assistant, Artisan Assistant, Greaser, General Worker, Labourer, Tyre Shop Assistant, Upholstery Assistant, Vehicle Checker.			

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ANNEXURE "B"

DISPUTE RESOLUTION

1. **DISPUTE**

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

1.1 two or more Parties to this Constitution or

1.2 an individual Employer(s) and any Eligible Employee(s) or

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

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

2. **DISPUTE RESOLUTION AGENCY**

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

3. **DISPUTE RESOLUTION PANELS**

3.1 SARPBAC shall establish and maintain regional panels of Commissioners, who are accredited conciliators and/or arbitrators, to carry out the conciliation and/or arbitration functions of SARPBAC.

3.2 The panels shall have a sufficient number of properly qualified Commissioners to handle disputes without undue delay and in an effective and efficient manner.

3.3 The appointed dispute agency or agencies shall provide names of possible Commissioners from which SARPBAC will select the various regional panels.

3.4 SARPBAC may, at any stage and after a thorough investigation as to the reasons submitted for the removal of a Commissioner by any Party, decide to remove an individual from a panel.

4. **REFERRAL OF DISPUTES**

4.1. Parties to SARPBAC, as also Parties who fall within the registered scope SARPBAC, may refer a dispute to SARPBAC should the dispute not be resolved at plant level and a Party to the dispute wish to take the matter further.

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4.2. Disputes shall only be referred to SARPBAC after Parties to the dispute have complied with and exhausted all plant level dispute resolution procedures and failed to resolve the dispute.

4.3. A Party may refer a dispute to SARPBAC if;

4.3.1 there is no plant level Collective Agreement or if the plant level Collective Agreement does not provide dispute procedures,

4.3.2 the procedure provided for in the plant level Agreement is inoperative,

4.3.3 a Party to the dispute has frustrated the resolution of the dispute in terms of the plant level procedures.

4.4. A Party wishing to refer a dispute to SARPBAC for conciliation, Conciliation/Arbitration and/or arbitration must do so in writing, by completing SARPBAC's referral form setting out the details of the dispute and lodging the referral form, duly signed, together with all other required documentation with SARPBAC within the allowed time frame.

4.5. The referring Party must, when lodging a dispute with SARPBAC, attach documented proof that a copy of the referral form has been served on all other Parties to the dispute.

4.6. SARPBAC shall, on receipt of a referral and having satisfied itself as to the compliance of the referral with agreed procedures and time frames, appoint a Commissioner from the panel to conciliate, conciliate/arbitrate or arbitrate the dispute and arrange the venue, date and time for the matter to be heard.

4.7. Disputes, including dismissal disputes, must be lodged with SARPBAC within thirty (30) days of the date on which the Act giving rise to the dispute occurred or, if later, within thirty (30) days of all the plant level, internal dispute resolution procedures have been complied with and exhausted.

4.8. Unfair labour practice disputes must be lodged with SARPBAC within ninety (90) days of the date that the alleged unfair labour practice occurred.

4.9. SARPBAC shall refuse to accept a late referral unless, and until, an application for Condonation has been lodged with SARPBAC in terms of Clause 6 of this appendix.

5. **TIME PERIODS**

For the purpose of calculating any period in terms of these dispute resolution procedures;

5.1 a day means any day of the week including Saturdays, Sundays and Public Holidays but excludes the period from the 16th December of any year to the 7th January of the following year, both days inclusive,

5.2 the first day is excluded and the last day is included, subject to Clause 5.1 above.

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6. CONDONATION FOR LATE REFERRAL

6.1 Late referral applies to any document, including a referral or an application document, lodged with SARPBAC outside of the period prescribed in the Act or this appendix.

6.2 A Party lodging a late referral and/or document must apply for Condonation at the same time as lodging such late referral and/or document.

6.3 An application for Condonation must set out the grounds for seeking Condonation and must include details of the following;

6.3.1 the degree of lateness,

6.3.2 the reasons for the lateness and degree of fault,

6.3.3 the referring Party's prospects of succeeding with the dispute and obtaining the relief sought against the other Party or Parties,

6.3.4 any prejudice to the other Parties and

6.3.5 all other relevant factors.

6.4. SARPBAC shall not accept any late referral without a Condonation application being attached to such late referral together with documented proof that all other Parties to the dispute have been notified about the late referral and application for Condonation.

6.5. Once a Condonation application has been submitted the responding Party or Parties must, should they wish to oppose such application, lodge written objections thereto within fifteen (15) days of receipt of the notice of such Condonation application.

6.6. A Commissioner will be appointed and will consider the late application and any objections lodged against the said application within fifteen (15) days after the date allowed, in terms of Clause 6.5 above, for submission of objections to such late referral and Condonation application.

7. SERVING OF DOCUMENTS ON PARTIES

The Party referring a dispute to SARPBAC must serve copies of such referral on each and every other Party to the dispute by;

7.1. handing a copy of the referral documents to the person(s) that is Party to the dispute, or

7.2. handing a copy of the referral document to the person(s) authorised in writing to accept service on behalf of each of the Parties to the dispute, or

7.3. faxing a copy of the referral document to all other Parties to the dispute, or

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7.4. sending a copy of the referral document by registered post to each of the other Parties to the dispute, or

7.5. sending a copy of the referral document by courier to each of the other Parties to the dispute, or

7.6 sending a copy of the referral document by e-mail to each of the other Parties to the dispute.

8. **LODGING DOCUMENTS WITH SARPBAC**

8.1 The Party declaring the dispute must lodge the required dispute referral document and all supporting documentation with SARPBAC by;

handing the documents to an Official of SARPBAC, or

faxing the documents to SARPBAC, or

sending the documents by registered post to SARPBAC, or

sending the documents by Courier to SARPBAC, or

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

8.2 Documents will only be considered lodged with SARPBAC on the date on which SARPBAC receives such referral documents.

8.3 It is the sole responsibility of the referring Party to ensure the timely delivery of the documents to SARPBAC and to verify receipt of the documents by SARPBAC.

9. **REPRESENTATION AT DISPUTE PROCEEDINGS**

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

9.1.1. A Legal Practitioner or labour law consultant subject to agreement between the Parties, or

9.1.2. a member, Official or office bearer of a registered Trade Union, that the Party was a member of at the time the dispute arose, or

9.1.3. an Official or office bearer of a registered Employer's association that the Party was a member of at the time the dispute arose, or

9.1.4. a director, employee, trustee or partner of the Employer Party, or

9.1.5. if proceedings are brought, or opposed, by more than one Party by another party to the dispute.

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9.2. Despite clause 9.1.1 above, if the dispute is about the fairness of a dismissal and a Party has alleged that the reason for the dismissal relates to the Employee's conduct or incapacity, the Parties are not entitled to be represented by a Legal Practitioner in the proceedings unless;

9.2.1. the Commissioner and the other Parties consent to such an arrangement,

9.2.2. the Commissioner concludes that it is unreasonable to expect the Party to deal with the dispute without legal representation, after considering the nature of the questions of law raised by the dispute, complexity of the dispute, public interest and/or the comparative ability of the opposing Parties or their representatives to deal with the dispute.

10. JOINING OF PARTIES TO PROCEEDINGS

10.1. SARPBAC or a Commissioner may join any number of persons as Parties in proceedings, if the right to relief depends on substantially the same question of law or fact.

10.2. A Commissioner may make an order joining any person as a Party in the proceedings if the Party to be joined has a substantial interest in the subject matter of the proceedings.

10.3. A Commissioner may make an order in terms of Clause 10(2) above,

10.3.1 on the Commissioner's own accord, or

10.3.2 on application by a Party, or

10.3.3 if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a Party.

10.4. An application to join any person as a Party to proceedings must be accompanied by copies of all documents previously delivered unless the person concerned or that person's representative is already in possession of the documents.

10.5. Subject to any order made in terms of Clause 10.2 above, a joiner in terms of this clause does not affect any steps already taken in the proceedings.

11. CORRECTING THE CITATION OF A PARTY

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

12. CONSOLIDATION OF DISPUTES

12.1. SARPBAC or Commissioner, of their own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with at the same dispute proceedings.

12.2. Disputes will be consolidated if they are of a similar nature and/or originating from the same incident.

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13. **DISCLOSURE OF DOCUMENTS**

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

14. **FAILURE TO ATTEND PROCEEDINGS**

14.1. The Parties to a dispute must attend the conciliation, Conciliation/Arbitration, or arbitration in person, irrespective of whether or not they are represented by third parties.

14.2. If a Party to a dispute fails to attend the dispute proceedings before SARPBAC, and that party.

14.2.1. has referred the dispute to SARPBAC, a Commissioner may dismiss the matter by issuing a written ruling or

14.2.2. has not referred the matter to SARPBAC, the Commissioner may;

14.2.2.1. continue with the proceedings in the absence of that Party, or

14.2.2.2. adjourn the proceedings to a later date not more than sixty (60) days from such adjourned proceedings.

14.3. A Commissioner must be satisfied that all Parties have been properly notified of the date, time and venue of the proceedings, before making any decision in terms of Clause 14(2).

14.4. If a Party or Parties fail to appear at the time scheduled for commencement of the arbitration hearing the Commissioner will postpone the proceedings for thirty (30) minutes. If a Party or Parties, after expiry of thirty (30) minutes, still fail to appear, the Commissioner will make a decision in terms of Clause 14(2).

14.5. If a matter is dismissed, SARPBAC must send a copy of the ruling to the parties.

14.6. The Commissioner may award costs in accordance with the provisions of Section 138(10) of the LRA and shall be obliged to award costs against the Party whose non-attendance results in the matter being postponed, in the absence of such party providing compelling reasons for non-attendance.

15. **UNREPRESENTED APPLICANTS WITHOUT CONTACT DETAILS**

15.1 An unrepresented applicant who intends to refer a dispute to SARPBAC and who does not have a postal address or fax number, or email must hand deliver the referral form to SARPBAC.

15.2 If a referral form as contemplated in clause 15.1 above is received SARPBAC must provide the applicant with a case number and written instructions to contact SARPBAC by telephone or in person, within seven days of the date of referral, for SARPBAC to notify the applicant of the details of the hearing.

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15.3 The administrator who notifies the applicant of the hearing in terms of clause 15(2) above must record on the case file and on the case management system that the applicant has been notified of the details of the hearing.

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

16. **RECORDINGS OF DISPUTE PROCEEDINGS**

16.1 The Commissioner must keep a record of;

16.1.1 evidence given in an arbitration hearing,

16.1.2 sworn testimony given in any proceedings before the Commissioner, and

16.1.3 any arbitration award or ruling made by the Commissioner.

16.2 The record may be kept by legible hand-written notes or by means of an electronic recording.

16.3 A Party may request a copy of the transcript of a record, or a portion of a record kept in terms of Clause 16(1) above, on payment of the costs of the transcription,

16.4 After the person who makes the transcript of the record has certified that it is correct, the record must be returned to SARPBAC,

16.5 The transcript of a record certified as correct in terms of Clause 16(3) above is presumed to be correct unless the Labour Court decides otherwise.

17. **ISSUING OF A SUBPOENA**

17.1 Any Party, who requires SARPBAC or a Commissioner to subpoena a person in terms of section 142(1) of the Act, must file a completed subpoena form, requesting a subpoena together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary.

17.2 An application in terms of Clause 17(1) above must be lodged with SARPBAC at least ten (10) days before the arbitration hearing, or as directed by the Commissioner hearing the arbitration.

17.3 SARPBAC or a Commissioner may refuse to issue a subpoena if;

17.3.1. the Party does not establish why the evidence of the person is necessary, or

17.3.2. the Party subpoenaed does not have a reasonable period in which to comply with the subpoena,

17.3.3. SARPBAC or a Commissioner is not satisfied that the Party has made arrangements to pay the reasonable travel costs of the person subpoenaed.

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17.4. A subpoena must be served on the witness that is subpoenaed;

17.4.1 by the person who has requested the subpoena or by the Sheriff at least seven (7) days before the scheduled date of the arbitration, and

17.4.2 if so directed by SARPBAC, accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Gazette in terms of section 142(7) of the Act and the witnesses' reasonable travel costs,

17.4.3. Clauses 17.3.3 and 17.4.2 above do not apply if SARPBAC in terms of section 142(7)(c) of the Act has waived the requirement for the Party to pay witness fees.

18. **CONCILIATION OF DISPUTES OF INTEREST**

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

18.1 Notice by SARPBAC of a conciliation meeting

18.1.1 After receiving a referral in terms of Clause 4, SARPBAC must give the Parties at least twenty-one (21) days' notice in writing of a conciliation hearing, unless the Parties agree to a shorter period of notice.

18.1.2 SARPBAC will give notice by fax, registered post or email, depending on the information provided by the Parties.

18.2 Failure to attend conciliation by a Party.

18.2.1 The Parties to a dispute must attend the conciliation.

18.2.2. If a Party to a dispute fails to attend conciliation, the Commissioner may deal with it in terms of Clause 14.

18.3 If conciliation fails to resolve a Dispute of Interest that has been referred to SARPBAC in terms of Clause 4 of this appendix and a certificate has been issued by the Commissioner stating that the dispute has not been resolved then:

18.3.1. After of a cooling-off period of thirty (30) days from the date of such certificate, or any extension of this period agreed to between the parties to the dispute,

18.3.2. every Employee, involved in the dispute who has the right to strike in terms of Section 64 of the Act, may embark on such strike action subject to at least forty-eight (48) hours' written notice of the commencement of such strike action being given to the Employer that is party to the dispute or, where more than one

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Employer is party to the same dispute, to SARPBAC and to the Employers' Organisation to which such Employers are members,

18.3.3. every Employer, involved in the dispute who has the right to lock-out in terms of Section 64 of the Act, may commence with such lock-out action subject to at least forty-eight (48) hours' written notice of the commencement of such lock-out action being given to the Trade Union (s) that is party to the dispute or, if there is no such Trade Union, to the Employees concerned unless the issue in dispute relates to a Collective Agreement to be concluded in SARPBAC in which case notice must also be given to SARPBAC,

18.3.4 if the issue in dispute concerns a refusal to bargain, as contemplated in Section 64(2) of the Act, an advisory award must have been made in terms of Section 135(3)(c) of the Act before the notice as provided for in Clauses 18.3.2 and/or 18.3.3 above may be given.

19. CONCILIATION/ARBITRATION OF DISPUTES OF RIGHT

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

19.1 All unresolved Disputes of Right that are referred to SARPBAC in terms of Clause 4 of this appendix will be scheduled for Conciliation/Arbitration subject to Clause 19.2 below.

19.2 Where a Party objects to the Conciliation/Arbitration process, the matter will proceed directly to arbitration on the day that it is scheduled for the Conciliation/Arbitration proceedings.

19.3 SARPBAC must give the Parties at least twenty-one (21) days' notice in writing that a matter has been scheduled for Conciliation/Arbitration, unless the Parties agree to a shorter period of notice.

19.4 The provisions of the Act and the provisions set out in this appendix that are applicable to conciliation and arbitration respectively apply, with the changes required by the context, to Conciliation/Arbitration Proceedings.

19.5 If the arbitration does not commence on the dates specified in terms of the notice in Clause 19(3) above, SARPBAC must, subject to clause 14 above, reschedule the matter.

20. PRE-ARBITRATION CONFERENCE

20.1 The Parties to an arbitration shall hold a pre-arbitration conference dealing with the relevant matters prior to the Conciliation/Arbitration or arbitration proceedings taking place.

20.2 The Parties should endeavour to hold a pre-arbitration conference at least seven (7) days before the scheduled date for the commencement of the conciliation/arbitration or arbitration proceedings.

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21. POSTPONEMENT OF PROCEEDINGS

21.1 Any Party may apply for a postponement of conciliation, Conciliation/Arbitration or arbitration proceedings by serving an application for postponement on the other Parties to the dispute and lodging a copy with SARPBAC at least seven (7) days before the scheduled date of such proceedings.

21.2 SARPBAC must postpone proceedings without the Parties appearing if;

21.2.1 All the Parties to the dispute agree in writing to the postponement and the written agreement for the postponement is received by SARPBAC at least seven (7) day's prior to the scheduled date of the such proceedings, or

21.2.2 there are compelling reasons to postpone.

21.3 Upon postponement of any proceedings, the Commissioner must reschedule such proceedings to a later date not more than sixty (60) days from such postponement.

21.4 Any Party who seeks or causes a postponement in circumstances other than those provided for in clauses 21.1 or 21.2 above shall bear the costs of the postponement regardless of the cause.

22. ARBITRATION OF DISPUTES

22.1 SARPBAC must give the Parties at least twenty-one (21) days notice in writing of an arbitration hearing, unless the Parties agree to a shorter period of notice.

22.2 The Commissioner shall conduct the arbitration proceedings as stipulated in Section 138 of the Act.

22.3 In arbitrating disputes referred to SARPBAC, a Commissioner will have the powers provided for in Section 142 of the Act read with the charges required by the context.

22.4 An Commissioner conducting an arbitration may make an appropriate award, including, but not limited to, an award;

22.4.1 ordering any person to pay any amount owing in terms of a Collective Agreement,

22.4.2 confirming, varying or setting aside a compliance order issued by SARPBAC,

22.4.3 any award as contemplated in section 138(9) of the Act.

22.5 The Commissioner may make an order for the payment of costs against a Party or Parties if requested to do so and if the Commissioner deems the actions of the Party or Parties, against whom such costs award has been requested, to have unduly delayed or frustrated the resolution of the dispute or that such Party or Parties have acted in a frivolous or vexatious manner regarding the dispute.

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22.6 An arbitration award made by a Commissioner is final and binding and may be enforced as if it were an order of the Labour Court, unless it is an advisory arbitration award.

22.7 Arbitration awards are subject to Sections 143(2) and 143(4) (as amended), of the Act.

22.8 Arbitration awards may be varied or rescinded as contemplated in Section 144 of the Act.

22.9 Any Party to a dispute who alleges a defect in any arbitration proceedings may, in terms of Section 145 of the Act, apply to the Labour Court for an order setting aside the arbitration award.

22.10 The Commissioner must, within fourteen (14) days of the conclusion of the arbitration proceedings, issue a signed arbitration award with brief reasons for the award.

22.11 The Commissioner must provide a copy of the award to SARPBAC and each Party to the dispute.

23. **COSTS**

23.1 The *Council* must, subject to paragraph 23.2, pay the fees and costs of the *conciliators* and *arbitrators* in the proceedings. Each party to the *dispute* must pay its own costs with regard to travelling, meals, legal representation (if applicable), witness fees (if applicable) and other related expenses.

23.2 Costs may be awarded on application of a party, or of the panellist's own accord after hearing the parties. Costs may be awarded on the following grounds;

(a) If the panellist is satisfied that the referral was made or defended vexatiously or without reasonable cause, or

(b) Any time during the proceedings, where a party has caused unreasonable delays, or

(c) If the panellist is satisfied that a party, or a person who represented that party in the proceedings acted in a manner seriously compromising the proceedings, or

(d) If a proceeding is adjourned or dismissed because a party to the dispute failed to attend or to be represented at the proceedings, or

(e) Enforcement cost as directed through Arbitration process.

(f) Any other grounds specified in the SARPBAC Rules for the Conduct of Proceedings.

23.3 Costs awarded may include-

(a) the costs of the hearing, including the panellist's' and interpreters fee,
(b) legal and professional costs of the parties,
(c) other expenses which a party has incurred in the conduct of the *dispute*, and
(d) expenses of witnesses.

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23.4 If a party to a *dispute* withdraws a referral less than 5 workings days before the scheduled date of the conciliation or arbitration, that party must bear the cost of the *conciliator* or *arbitrator*, unless the withdrawal is the result of a settlement agreement.

24 PEACE OBLIGATION

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

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ANNEXURE "C"

EXEMPTION PROCEDURE

1. Employers to whom the terms of a Collective Agreement are applicable may apply to SARPBAC for exemption from any term(s) of the Collective Agreement, provided that exemption applications shall comply with the following requirements:

1.1. The application for exemption must be forwarded, in writing, to the General Secretary within thirty (30) days of -

(a) the conclusion of the Collective Agreement in respect of those Employers bound by the Collective Agreement in accordance with the provisions of Section 23(1)(c) of the LRA, or

(b) the date specified in accordance with the provisions of Section 32(2) of the LRA in respect of all other Employers.

- as the case may be.

1.2. The application must specify the clause(s) from which exemption is being sought.

1.3. The application must clearly indicate the nature and extent of the relief being sought.

1.4. The application must be fully motivated.

1.5. The application must be accompanied by relevant supporting documentation and financial information.

1.6. Applications that affect Employees' conditions of service shall not be considered unless the Employer submits proof that it has notified the affected Employees and/or their representative Trade Union(s) of the fact that an application for exemption is being made and informing such Employees and/or their representative Trade Union(s) that they are entitled to make written submissions, within fourteen (14) days of receipt of the notification, to the exemption panel through the General Secretary.

1.7. The application shall, if the nature of the relief sought dictates, be accompanied by a plan reflecting the strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.

1.8. Indicate the period for which exemption is required.

2. Implementation of the clause(s) from which exemption is being sought will be suspended by the specific Employer pending the outcome of the exemption application.

3. On receipt of an application for exemption, the General Secretary must provide written acknowledgement of the receipt of the exemption application to the applicant Employer and inform all the Parties to SARPBAC of such application as well as the nature of the relief being sought.

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4. The Parties to the exemption procedure shall be the applicant Employer and the representative Trade Union(s) representing Eligible Employees within the applicant Employer's organisation to whom the Collective Agreement is applicable, or in the absence of a representative Trade Union, such eligible Employees.

5. Any application for exemption will be heard by an independent panel or a panellist appointed for this purpose by SARPBAC.

6. The above panel, (which may consist of up to three persons,) or appointed panellist shall be known as the exemption authority.

7. The exemption authority appointed to consider exemptions shall be independent and have experience deemed by SARPBAC to be relevant, which may include, but not be limited to, experience of financial matters, the Road Passenger Transport Industry, labour relations and/or labour law.

8. The application shall be considered by the exemption authority as soon as practically possible but not later than 30 days after receipt of an application for an exemption.

9. The exemption authority shall consider the exemption application together with any submissions received from interested Parties, including third parties.

10. The exemption authority may, if it deems it expedient, request the Parties to the specific exemption application to attend the meeting at which the application is to be considered.

11. The exemption authority shall have the right to call any other party, such as an interested third party that it feels might be able to assist it in arriving at a decision.

12. The exemption authority must consider the exemption application, grant or reject the application and inform all interested Parties of its decision within a time period of no more than thirty (30) days from the date of receipt of the application by the General Secretary.

13. In considering an application, the exemption authority shall take into consideration all relevant factors which may include, but shall not be limited to, the following criteria;

    13.1 The applicant's past record (if applicable) of compliance with the provisions of Council's Collective Agreements and/or exemption certificates,

    13.2 Any special circumstances that exist or any precedent that might be set,

    13.3 The interests of the industry in relation to unfair competition, centralized collective bargaining as well as the economic stability of the industry,

    13.4 The interests of Employees as regards exploitation, job preservation, sound conditions of employment, possible financial benefits, health, and safety as well as the infringement of basic rights,

    13.5 The interest of the Employer as regards its financial stability, the impact on productivity, its future relationship with Employees and recognized Trade Union(s), operational requirements and the viability of the Employer's business.

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14. If the application is granted, the exemption authority shall, within the period stipulated in Clause 12 above, provide each of the Parties defined in Clause 4 above and the General Secretary, with written advice of its decision, the nature and extent of relief granted and any special conditions that might be applicable to such relief.

15 If the application is refused, the exemption authority shall, within the period stipulated in Clause 12 above, submit a written report to each of the Parties as defined in Clause 4 above and the General Secretary, setting out its reasons for not granting the application in whole or part.

16. The General Secretary shall within seven (7) days of receipt of the advice referred to in Clause 14 above, or the report mentioned in Clause 15 above, inform all Parties to SARPBAC of the outcome of the specific exemption application.

17. SARPBAC shall, within fifteen (15) days of receiving the advice referred to in Clause 14 above, issue an exemption certificate, signed by the Chairperson, Vice-Chairperson and General Secretary, containing the following particulars;

(a) The full name of the Employer,
(b) The trade name of the Employer,
(c) The provisions of the Collective Agreement from which exemption has been granted,
(d) The period for which the exemption shall operate,
(e) The condition(s) of the exemption granted,
(f) The date of issue of the exemption certificate.

18 Conditions, to which reference is made in Clause 17(e) above, may include a condition requiring the Employer to provide written reports at stated intervals to the General Secretary on the progress being made with the plan, referred to in Clause 1.7 above.

19. SARPBAC shall;

19.1 Retain a copy of all exemption certificates issued and number each certificate consecutively,

19.2 Forward a copy of the certificate to the Parties as defined in Clause 4 above,

19.3 Forward a copy of the certificate to each of the Parties to SARPBAC.

20. An Employer to whom an exemption certificate has been issued shall always have the certificate available for inspection at his establishment.

21. All arrangements to be made by the exemption authority that have cost implications for which SARPBAC may be held responsible shall only be made with the prior written approval of SARPBAC.

22. Pending the outcome of an exemption application, and any appeal in terms of Clause 23 below, the Employer shall be exempt from implementing the clause(s) which are the subject of the exemption application or appeal until such time as a decision has been made by the exemption authority or the exemption appeal authority, as the case may be.

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23. APPEALS AGAINST DECISIONS OF THE EXEMPTION AUTHORITY

23.1 An appeal shall be in writing and must be lodged with the General Secretary of the Council within a period of not more than fifteen (15) days after receipt by the applicant employer of the decision of the exemption authority against which the appeal is being lodged.

23.2 SARPBAC shall establish an independent body as envisaged in terms of Section 32(3)(e) of the Act, to hear and decide, as soon as possible and not later than 30 days after the appeal is lodged, any appeal brought against a decision to refuse an application for exemption from the provisions of a Collective Agreement or the withdrawal of such an exemption by SARPBAC.

23.3 The above independent body, appointed by the Council, shall be known as the exemption appeal authority.

23.4 The provisions of Clauses 6 to 21 above, shall apply mutatis mutandis to the composition of the appeal authority, the conduct of the appeal and the issuing of any exemption certificate consequent upon the appeal.

23.5 The decision of the exemption appeal authority shall be final.

23.6 The General Secretary shall provide a copy of the exemption appeal authority's decision to each of the Parties to SARPBAC.

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ANNEXURE "D"

APPROVED STUDY COURSES

1. Graduate, Certificate or Diploma Courses in:

    a. Human Resources Management
    b. Labour Relations Management
    c. Financial Management
    d. IT Management
    e. Risk Management
    f. Occupational Health and Safety Management
    g. Procurement Management
    h. Technical Management
    i. Clerical / Administration
    j. Public Relations Management

2. Apprentice or Learnership Courses

    a. Mechanical
    b. Auto Electrical
    c. Body Building

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

SIGNED BY	ON BEHALF OF		SIGNED AT	DATE
	South African Bus Employers Association	-	JHB	30/4/2024
	Commuter Bus Employers Organisation	-	JHB	30/4/2024 .
	National Union of Metalworkers of South Africa	-	JHB	30-04/2024
	South African Transport & Allied Workers - Union	-	JHB	30/4/2024 -

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4953 **7 June 2024**

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO 130 OF 1993)

REGULATIONS ON IRRITANT-INDUCED ASTHMA FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

I, Thembelani Thulas Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The proposed regulations are attached as Schedule A.

EFFECTIVE DATE OF REGULATIONS

The regulations will come into effect on the date of publication hereof in the Gazette.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 27/05/2024

SCHEDULE A

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REGULATIONS ON IRRITANT-INDUCED ASTHMA FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

1. DEFINITION OF REGULATION

In these regulations, "the regulations" means the regulations relating to irritant-induced asthma under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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1. DEFINITIONS

"Bronchodilators" means drugs that cause widening of the bronchi, for example any of those taken by inhalation for the alleviation of asthma.

"Bronchial challenge test" means a lung function test for asthma which is more commonly used in adults than in children. It might be performed if symptoms and

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screening spirometry do not clearly or convincingly establish a diagnosis of asthma. During this test, you inhale increasing amounts of methacholine aerosol mist before and after spirometry. The methacholine test is considered positive, meaning asthma is present, if the lung function drops by at least 20%. A bronchodilator is always given at the end of the test to reverse the effects of the methacholine.

"FVC" means forced vital capacity: total volume of air that can be exhaled during a maximal forced effort.

"FEV1/FVC ratio" means the percentage of the FVC expired in one second.

"FEV1" means forced expiratory volume in one second, the volume of air exhaled in the first second under force after a maximal inhalation. Normal values (80%-120%)

"Irritant-induced Asthma" means a disease characterised by variable airflow limitation and/or bronchial hyper responsiveness due to causes and conditions attributable to a particular working environment. This Regulation deals with non-immunological namely Irritant-induced Asthma, resulting from single intense exposure or multiple exposures to known irritant(s) in a previously healthy individual. A claim for Irritant-induced Asthma shall clearly be set out as contemplated in and provided for in section 65 of COIDA

"IgE" means immunoglobulin E (IgE) test which measures the level of IgE, a type of antibody.

"PEFR" means Peak expiratory flow (PEF), also called peak expiratory flow rate (PEFR), and is a person's maximum speed of expiration, as measured with a peak flow meter, a small, hand-held device used to monitor a person's ability to breathe out air.

"Workplace exposure" means exposure or likely exposure to a hazardous substance whilst at work.

2. DIAGNOSIS

(1) Irritant-Induced Asthma shall be made by medical practitioner based on the following:

(a) A lung function tests;
(b) Occupational exposure to a known cause of asthma; and

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(c) A chronological relationship between asthma and the working environment.

Note: If possible, the evidence for the diagnosis of asthma should be documented before commencing treatment.

(d) A characteristic history and physical examinations that suggests asthma.

(2) Physiological evidence of variable airflow limitation. This includes any one or more of the following:

(i) Significant reversibility of FEV_1 post-bronchodilator (>12% and >200ml)
(ii) Excessive variability in twice-daily PEF (>10%) over 2 weeks. Daily PEF variability can be calculated as [(day's highest PEF – day's lowest PEF)/ mean of day's highest and day's lowest PEF]. This variability is summed and averaged over 2 weeks.
(iii) Significant increase in FEV_1 (>12% and >200ml) after 4 weeks of oral steroid anti-inflammatory treatment.
(iv) Positive non-specific bronchial hyperresponsiveness (methacholine or histamine challenge test)

(3) Exclusion of other pulmonary disorders that may explain the symptoms or simulate asthma such as vocal cord dysfunction, hyperventilation syndrome, multiple chemical sensitivity syndrome or COPD.

(4) An occupational exposure preceding the onset of asthmatic symptoms.

(5) An exposure and or physiological evidence of the relationship between asthma and the workplace environment (Diagnosis of Irritant-induced Asthma requires 1 and preferably one or more of 2-5):

(i) Workplace exposure to an irritant agent present as a gas, smoke, fume, vapour or dust. The exposure could be single acute high-level exposure causing acute asthma symptoms within 24 hours, or chronic with low-level exposure causing late onset asthma symptoms.

(ii) Confirmatory diagnosis of irritant-induced asthma can only be determined on lung function tests performed three weeks after removal from exposure.

(iii) An association between symptoms of asthma and work exposure.

(iv) Significant work-related variability (≥20%) in serial PEFR.

(v) Work-related changes in serial testing of non-specific bronchial hyperresponsiveness (e.g. methacholine or histamine challenge test).

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(vi) Positive specific inhalation challenges in the laboratory or workplace challenges.

(7) The Medical officers employed by the Compensation Fund shall determine whether the diagnosis Irritant-induced Asthma was made according to acceptable medical standards.

3. IMPAIRMENT

(1) Assessment of permanent impairment shall be determined one year (but no later than two years) after diagnosis and removal from the exposure or exposure has been reduced, and after maximum medical improvement has been achieved.

(2) The degree of impairment will be evaluated based on lung function tests and the history of medication prescribed to control asthma. Original copies of lung function tests must be submitted to enable the Medical Officers to consider acceptability of the quality of these tests.

(3) A test carried out after the administration of a Bronchodilator must be included.

(4) The impairment class will be determined by the two parameters (post bronchodilator FEV1 and medication requirements), each contributing to the compilation of a class, which determines the permanent disablement of a claimant (whole person impairment).

(5) The evaluation of airflow obstruction will be based on lung function testing in accordance with the Commissioner's Regulation on Irritant-induced asthma.

Table 1: Parameter 1: Postbronchodilator FEV1

Class	FEV1 % Predicted
0	≥80
1	70 – 79
2	60-69
3	50 – 59
4	< 50

* FEV_1 % predicted = measured FEV_1 divided by reference FEV_1 x 100

Table 2: Parameter 2: Minimum Medication Prescribed

CLASS	Medication
0	No medication.
1	Occasional bronchodilator, not daily.

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	OR Occasional or daily short acting bronchodilators + daily low-dose inhaled steroid (≤ 400 micrograms Budesonide or equivalent*).
2	Occasional or daily short acting bronchodilators + daily low dose inhaled steroid (≤400 micrograms Budesonide or equivalent) in addition to any one of the following: – Daily long acting bronchodilator, or – Leukotriene modifier, or – Sustained-release theophylline, or – Occasional (1-3/year) course oral steroid. **OR** Occasional or daily short acting bronchodilators + daily medium dose inhaled steroid (400-800 micrograms of Budesonide or equivalent).
3	Daily short acting bronchodilator +daily medium dose inhaled steroid (400-800 micrograms of Budesonide or equivalent) in addition to any one of the following: – Daily long acting bronchodilator, or – Leukotriene modifiers, or – Sustained-release theophylline, or – Occasional (1-3/year) course oral steroid
4	Daily short acting bronchodilator + daily medium dose inhaled steroid (400-800 micrograms of Budesonide or equivalent) in addition to any one of the following: – Daily long acting muscarinic antagonist (5 micrograms of Tiotropium or equivalent), or – Frequent (>3/year) course oral steroid in addition to any other asthma medication.

* 200 ug Budesonide is equivalent to 250 ug Beclomethasone dipropionate, 100 ug Fluticasone propionate and 80 ug Ciclesonide.

4. COMPENSATION BENEFITS

(1) Payment for temporary disablement shall be made for as long as such disablement continues, but not for a period exceeding 24 months.

(2) Permanent disablement less than or equal to 30%, a lump sum shall be paid terms of the Act and removal from further exposure recommended.

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Note: Determination of permanent disablement shall be done at least three weeks after removal from exposure

5. MEDICAL COSTS

(1) In all accepted cases of Irritant-induced Asthma, medical aid shall be provided for a period of not more than 24 months from the date of diagnosis or longer if further medical costs will reduce the degree of the disablement in the opinion of the Commissioner.
(2) The medical costs shall cover diagnosis of Irritant-induced Asthma and any necessary treatment of asthma provided by any health care provider as well as any costs of chronic medication related to Irritant-induced Asthma treatment.
(3) The Commissioner shall decide on the need for, the nature and sufficiency of medical costs to be supplied.

6. DEATH BENEFITS

Death benefits payable are:

(1) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and

(2) Widow's and dependent's pensions shall be payable, where applicable, if the employee dies as a result of irritant-induced asthma.

4. REPORTING

The following documentation should be submitted to the Compensation Fund or the employer individually liable or the licensee concerned:

(a) Employer's Report of an Occupational Disease (W.CL.1)
(b) Notice of an Occupational Disease and Claim for Compensation (W.CL.14)
(c) First Medical Report in respect of an Occupational Disease (W.CL. 22)
(d) For each consultation, a Progress Medical Report (W.CL. 26).
(e) Final Medical Report in respect of an Occupational Disease (W.CL.26) when the employee's condition has reached maximum medical improvement. The most recent lung function tests available, which include pre- and post administration of a bronchodilator, and medication prescribed should be attached to this report.
(f) Exposure History (W.CL. 110) or an appropriate employment history which may include any information that may be helpful to the Commissioner such as Safety Data Sheets, risk assessments or results of environmental hygiene assessments. The suspected workplace agent should be stated if known.
(g) A medical report on the employee's symptom that details the history, establishes a diagnosis of COPD and includes results of lung function tests,

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chest radiographs where appropriate or any other information relevant to the claim.

(h) An affidavit by the employee (W.CL.305) if an employer cannot be traced or the employer fails to timeously submit Employer's report of an Occupational Disease (W.CL.1).

5. CLAIMS PROCESSING

The Commissioner must consider and adjudicate upon the liability of all claims. The Medical Officers employed by the Compensation Fund are responsible for medical assessment of the claim and for the confirmation of the acceptance or rejection of the claim.

MR TW **NXESI, MP**
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 21/05/2024

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GOVERNMENT NOTICE

Department of Employment and Labour

No. **2019**

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO 130 OF 1993)

REGULATIONS ON WORK AGGRAVATED ASTHMA FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

I, Thembelani Thulas Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The proposed regulations are attached as Schedule A.

EFFECTIVE DATE OF REGULATIONS

The regulations will come into effect on the date of publication hereof in the Gazette.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 27/05/2024

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SCHEDULE A

REGULATIONS ON WORK AGGRAVATED ASTHMA FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

1. DEFINITION OF REGULATION

In these regulations, "the regulations" means the regulations relating to work aggravated asthma under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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1. DEFINITIONS

"Bronchodilators" means drugs that cause widening of the bronchi, for example any of those taken by inhalation for the alleviation of asthma.

"Bronchial challenge test" means a lung function test for asthma which is more commonly used in adults than in children. It might be performed if symptoms and screening spirometry do not clearly or convincingly establish a diagnosis of asthma. During this test, you inhale increasing amounts of methacholine aerosol mist before and

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after spirometry. The methacholine test is considered positive, meaning asthma is present, if the lung function drops by at least 20%. A bronchodilator is always given at the end of the test to reverse the effects of the methacholine.

"FEV1" means forced expiratory volume in one second, the volume of air exhaled in the first second under force after a maximal inhalation. Normal values (80%-120%)

"FVC" means forced vital capacity: total volume of air that can be exhaled during a maximal forced effort.
"FEV1/FVC ratio" – The percentage of the FVC expired in one second.

"IgE" means an immunoglobulin E (IgE) test which measures the level of IgE, a type of antibody.

"Methacholine" means an agent that, when inhaled, causes the airways to spasm (contract involuntarily) and narrow if asthma is present.

"PEFR" means the peak expiratory flow (PEF), also called peak expiratory flow rate (PEFR), and is a person's maximum speed of expiration, as measured with a peak flow meter, a small, hand-held device used to monitor a person's ability to breathe out air.

"Skin prick test" means a method for medical diagnosis of allergies that attempts to provoke a small, controlled, allergic response.

"Workplace exposure" means exposure or likely exposure to a hazardous substance whilst at work.

"Work-aggravated Asthma" means a sub-set of work-related Asthma in patients with pre-existing or concurrent Asthma that is worsened, but not caused, by work. The disease is characterised by variable airflow limitation and bronchial hyper responsiveness and/or airway inflammation due to causes and conditions not directly attributable to a particular agent in the working environment.

1. **DIAGNOSIS**

(1) The diagnosis of Work-aggravated Asthma shall be made by medical practitioner based on the following:

(a) Medical history indicating pre-existing Asthma or history of Asthmatic symptoms, prior to the start of employment or exposure to the known aggravating agent.
(b) Presence of work-related exposures preceding and or associated with onset of an Asthmatic attack or the worsening of symptoms.

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(c) Presence of work-related factors known to aggravate Asthma symptoms (e.g. cold air, dusty work, chemical or biological irritants, indoor air pollutants, physical strenuous work, second-hand smoke).
(d) Increase in symptoms or medication requirements, or documentation of work-related changes in PEFR or FEV1 after start of employment or occupational exposure.
(e) Presence of reversible airflow obstruction and or non-specific bronchial hyper-responsiveness on pulmonary function testing.

(f) Confirmatory diagnosis of Work aggravated asthma can only be determined on lung function tests performed three weeks after removal from exposure.

(2) The Medical officers employed by the Compensation Fund shall determine whether the diagnosis work aggravated Asthma was made according to acceptable medical standards.

3. IMPAIRMENT

(1) All employees with pre-existing Asthma must have a baseline lung function test before entering workplace that poses a high risk of aggravating asthma. The baseline impairment will be based on lung function tests (FEV1% Predicted) and medication prescribed to control Asthma at the time of employment or before diagnosis of Work-aggravated Asthma.

(2) For purposes of compensation for aggravated asthma assessment of permanent impairment shall be determined one year (but no later than two years) after diagnosis and removal from the exposure or exposure has been reduced, and after maximum medical improvement has been achieved.

(3) The degree of impairment will be evaluated based on lung function tests and the history of medication prescribed to control Asthma.
(4) Original copies of lung function tests performed must be submitted to the Compensation Fund to enable the Medical Officers employed by the Compensation Fund to consider the acceptability of the quality of these tests.
(5) A test carried out after the administration of a bronchodilator must be included.
(6) The impairment class will be determined by the two parameters (post bronchodilator FEV1 and medication requirements), each contributing to the compilation of a class, which determines the permanent disablement of a claimant.

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Table 1: Parameter 1: Postbronchodilator FEV1

class	FEV1 % Predicted
0	≥80
1	70 – 79
2	60 – 69
3	50 – 59
4	< 50

Table 2: Parameter 2: Minimum Medication Prescribed

class	Medication
0	No medication.
1	Occasional bronchodilator, not daily. **OR** Occasional or daily short acting bronchodilators + daily low-dose inhaled steroid (≤ 400 micrograms Budesonide or equivalent*).
2	Occasional or daily short acting bronchodilators + daily low dose inhaled steroid (≤400 micrograms Budesonide or equivalent) in addition to any one of the following: – Daily long acting bronchodilator, or – Leukotriene modifier, or – Sustained-release theophylline, or – Occasional (1-3/year) course oral steroid. **OR** Occasional or daily short acting bronchodilators + daily medium dose inhaled steroid (400-800 micrograms of Budesonide or equivalent).
3	Daily short acting bronchodilator +daily medium dose inhaled steroid (400-800 micrograms of Budesonide or equivalent) in addition to any one of the following: – Daily long acting bronchodilator, or – Leukotriene modifiers, or – Sustained-release theophylline, or – Occasional (1-3/year) course oral steroid
4	Daily short acting bronchodilator + daily medium dose inhaled steroid (400-800 micrograms of Budesonide or equivalent) in addition to any
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	one of the following: – Daily long acting muscarinic antagonist (5 micrograms of Tiotropium or equivalent) , or - Frequent (>3/year) course oral steroid in addition to any other Asthma medication.

4. COMPENSATION BENEFITS

The compensation benefits payable according to the Act are:

(1) Payment for temporary total or partial disablement shall be made for as long as such disablement continues, but not for a period exceeding 24 months.

(2) If the employee permanent disablement is assessed at 30%, or less the employee shall be entitled to a lump sum.
(3) If the employee permanent disablement is assessed at higher than 30%, the employee shall be entitled to a monthly pension.
(4) The actual impairment will be determined by subtracting the current impairment from the pre-existing baseline.
(5) If no impairment baseline class is available, it will be assumed that impairment total class was (0) at the time of the diagnosis of work-aggravated Asthma.
(6) Assessment of permanent disablement shall be made when Final Medical Report and lung function test done have been received.

5. MEDICAL COSTS

(1) Medical aid shall be provided Work-aggravated Asthma for a period of not more than 24 months from the date of diagnosis or longer if, in the opinion of the Commissioner, further medical aid will reduce the degree of the disablement.
(2) The medical aid shall cover the costs of the diagnosis of Work-aggravated Asthma and any necessary treatment of Work-aggravated Asthma provided by any health care provider until the condition stabilises.
(3) The Commissioner shall decide on the need for, the nature and sufficiency of medical costs to be supplied.

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6. DEATH BENEFITS

Death benefits payable are:

(a) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and

(b) Widow's and dependent's pensions shall be payable, where applicable, if the employee dies as a result of work aggravated asthma.

7. REPORTING

An employer must determine baseline impairment score of all employees with pre-existing asthma when entering a workplace that poses a high risk of aggravating asthma.

The following documentation must be submitted to the Compensation Fund or the employer individually liable or the licensee concerned:

(a) Employer's Report of an Occupational Disease (W.CL.1)
(b) Notice of an Occupational Disease and Claim for Compensation (W.CL.14)
(c) First Medical Report in respect of an Occupational Disease (W.CL. 22)
(d) Pre-employment baseline lung function tests
(e) Lung function on the date of reporting of the incident with the current employer
(f) Lung function test performed three weeks after removal from exposure to confirm diagnosis of Work aggravated asthma.
(g) For each consultation, a Progress Medical Report (W.CL. 26).
(h) Final Medical Report in respect of an Occupational Disease (W.CL.26) when the employee's condition has reached maximum medical improvement. The most recent lung function tests available, which include pre- and post administration of a bronchodilator, and medication prescribed should be attached to this report.
(i) Exposure History (W.CL. 110) or an appropriate employment history which may include any information that may be helpful to the Commissioner such as Material Safety Data Sheets, risk assessments or results of environmental hygiene assessments. The suspected aggravating agent should be stated if known.
(j) A medical report on the employee's symptoms that detail the history, establishes a diagnosis of Asthma and includes results of lung function tests, immunological tests, chest radiographs where appropriate or any other information relevant to the claim.

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(k) An affidavit by the employee (W.CL.305) if an employer cannot be traced or the employer fails to timeously submit Employer's report of an Occupational Disease (W.CL.1).

8. CLAIMS PROCESSING

The Commissioner shall consider and adjudicate upon the liability of all claims. The Medical Officers employed by the Compensation Fund are responsible for medical assessment of the claim and for the confirmation of the acceptance or rejection of the claim.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 27/05/2024

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GOVERNMENT NOTICE

DEPARTMENT OF EMPLOYMENT AND LABOUR

No. R. **2023**

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO 130 OF 1993)

REGULATIONS ON POST-TRAUMATIC STRESS DISORDER FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations for public comment in terms of Section 97 of Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The proposed regulations are attached as Schedule A.

EFFECTIVE DATE OF REGULATIONS

The regulations will come into effect on the date of publication hereof in the Gazette.

MR TW **NXESI, MP**
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 27/05/2024

SCHEDULE A

REGULATIONS ON POST-TRAUMATIC STRESS DISORDER FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

1. DEFINITION OF REGULATION

In these regulations, "the regulations" means the regulations relating to Post-Traumatic Stress Disorder under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

2. PURPOSE OF REGULATIONS

These *Regulations on Post-Traumatic Stress Disorder* seek to clarify the Fund's position on integrated management of employees diagnosed with PTSD within the broader mandate of the Fund. It is developed to regulate and monitor service provision rendered to the Fund's beneficiaries as provided by various stakeholders and medical service providers within the primary and secondary care spheres. It is to be used by all providers as a guiding document when dealing with PTSD in COID beneficiaries from a case management perspective, as well as a tool to guide those who are charged with developing and implementing programmes and policies which seek to promote, prevent and manage occupational hazards, to comply with relevant prescribed legislation. The regulations have taken into account Schedule 2 of the Act to the extent that is not inconsistent with the said Schedule.

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1. DEFINITIONS

"Causality"	means an association between a given cause and an effect. Causality requires that each of the following criteria is met to a reasonable degree of medical probability: (a) A causal event took place; (b) The person who experienced the event has the condition (injury, impairment or disease); (c)The event could cause the condition; and (d) The event caused or materially contributed to the condition within medical probability.
"Chronology"	means the medico-legal phenomenon that requires that the series of events leading to the event, incident, injury or occupational disease must have a chronological sequence that justifies the link to the cause. In essence, the cause must precede the effect.
"Clinician Administered PTSD Scale (CAPS)"	means a semi-structured interview that is designed to assess the essential features of *Acute Stress Disorder and Post-traumatic Stress Disorder* as defined in the DSM-IV and DSM-V and as edited or revised from time to time. [(American Psychiatric Association, 1994). In addition, the CAPS can also be used to assess the essential features of *Acute Stress Disorder* as currently defined by DSM-IV]. The interview is designed to accommodate different time spans post-trauma as the referent point for diagnosis. Specifically, the CAPS

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	affords the clinician flexibility to inquire about symptoms and diagnostic status over the past week, most recent month, and or for lifetime diagnosis.
"Evidence-based Medicine (EBM)"	means the conscientious, explicit, judicious and reasonable use of modern, best evidence in making decisions about the care of individual patients. EBM integrates clinical experience and patient values with the best available research information. It is a movement which aims to increase the use of high quality clinical research in clinical decision-making.
"Independent Medical Examination (IME)"	means an examination for legal, insurance or financial reasons completed by a non-treating physician, who will not be involved in any further treatment or care of the beneficiary beyond the examination. In communicating the reason for an IME being required, the Compensation Fund will ensure that specific reason(s) is(are) clearly discussed with both the beneficiary and their treating physician.
"Managed Healthcare"	means the clinical and financial risk assessment and management of healthcare with a view to facilitating appropriateness and cost-effectiveness of relevant health services within constraints of what is affordable through use of rule-based & clinical management based programmes.
"Man-Job Specifications Traumatic Incident"	means any event that has significant emotional power to overwhelm usual coping methods. It involves any situation or event faced by emergency or public safety personnel that causes a distressing, dramatic or profound change or disruption in their physical and or psychological functioning.
"Maximum Medical Improvement (MMI)"	means a status where patients are as good as they are going to be from the medical and surgical treatment available to them. MMI is reached on a date from which further recovery or deterioration is

	not anticipated, although over time there may be some expected changes.
"Medical Probability"	means the link between the cause and effect which must satisfy the requirements for medical probability, which stipulates that the likelihood that an association between a cause and an effect be greater than 95% for the relationship to be considered probable. Anything below that is medically just "possible".
"Occupational Risk Exposure Profile (OREP)"	means the report that profiles all the hazards that the employee is exposed to, which are inherent to his or her occupation. These hazards are linked to the inherent requirements of the job and the inherent tasks and duties of the job. They include all exposures to physical, chemical, biological, psychological and ergonomic hazards.
"Permanency"	means the condition whereby an impairment or disablement becomes static or well stabilised with or without medical treatment and is not likely to remit in the future despite medical treatment, within medical probability.
"Post-Traumatic Stress Disorder(PTSD)"	means a mental disorder that represents a pathological response to a traumatic event, characterised by symptoms of recurrent and intrusive distressing recollections of the event (e.g. nightmares, a sense of reliving the experience with illusions, hallucinations, or dissociative flashback episodes, intense psychological or physiological distress at exposure to cues that resemble the traumatic event); avoidance of stimuli associated with the trauma (e.g. inability to recall important aspects of the trauma, loss of interest, estrangement from others); and increased arousal (sleep disturbances, irritability, difficulty in concentrating, hypervigilance, and exaggerated startle response). The DSM–V Diagnostic criteria for PTSD include a history of exposure to a traumatic event that meets specific stipulations and symptoms from each of four symptom clusters: intrusion,

avoidance, negative alterations in cognitions and mood, and alterations in arousal and reactivity. It follows exposure to actual or threatened death, serious injury or sexual violation. The exposure must result from one or more of the following scenarios in which the employee:

(a) directly experiences, witnesses the traumatic event in person, or was confronted with an event or events that involved actual or threatened death or serious injury, or threat to the physical integrity of self or others;

(b) learns that a violent or accidental, traumatic event occurred to a close family member or close friend;

(c) experiences first-hand repeated or extreme exposure to aversive details of the traumatic event (not through media, pictures, television or movies unless work-related) and the condition causes significant distress or impairment in the employee's social, occupational, or other important areas of functioning; and

(d) the person's response involves intense fear, helplessness, or horror.

"Traumatic Event" means an event that is generally outside the range of usual human experience and would evoke significant symptoms of distress in the majority of people exposed. It is an intensely stressful event during which a person suffers serious harm or the threat of serious harm or death, or witnesses an event during which another person (or persons) is killed, seriously injured, or threatened.

2. DIAGNOSIS OF PTSD

(1) Clinical diagnosis of medical conditions, including PTSD, must be based on approved evidence-based medical guidelines as guided by the medical scientific community as updated from time to time. The ICD-10 diagnosis of PTSD requires that the patient, firstly, have been exposed to a traumatic event, and secondly, suffers from distressing re-experiencing symptoms. For the purpose of this regulations, the diagnosis of PTSD must be made in accordance with the latest applicable version of the Diagnostic & Statistical Manual of Mental Disorders (DSM) for PTSD.

(2) Diagnostic criteria for PTSD include a history of exposure to a traumatic event that meets specific stipulations and symptoms from each of four symptom clusters: intrusion, avoidance, negative alterations in cognitions and mood, and alterations in arousal and reactivity. The Criterion F concerns duration of symptoms; Criterion G assesses functioning; and, Criterion H clarifies symptoms as not attributable to a substance or co-occurring medical condition.

(3) All suspected Post-Traumatic Stress Disorder cases must be referred to a psychiatrist for assessment and confirmation of diagnosis within three (3) months from the date of the provisional diagnosis or date of accident or traumatic incident. The Medical Officers in the Compensation Fund will determine if the diagnosis was made according to acceptable medical standards.

3. The DSM-V Diagnostic Criteria

(1) The DSM-V Diagnostic Criteria are stipulated below and must be used and met in all cases of suspected PTSD. Full criteria for a diagnosis cannot be met until at least six (6) months after the trauma(s), although onset of symptoms may occur immediately.

Note: The latest edition of the DSM must always be used.

Criterion A: Stressor

A person was exposed to: death, threatened death, actual or threatened serious injury, or actual or threatened sexual violence, one or more of the following:

(a) Direct exposure;

(b) Witnessing, in person;

(c) Indirectly, by learning that a close relative or close friend was exposed to trauma. If the event involved actual or threatened death, it must have been violent or accidental;

(d) Repeated or extreme indirect exposure to aversive details of the event(s), usually in the course of professional duties (e.g. first responders, collecting body parts; professionals repeatedly exposed to details of child abuse); and

(e) This does not include indirect non-professional exposure through electronic media, television, movies, or pictures.

Criterion B: Intrusion symptoms

The traumatic event is persistently re-experienced in one or more of the following way(s):

(a) Recurrent, involuntary, and intrusive memories;

(b) Traumatic nightmares;

(c) Dissociative reactions (e.g. flashbacks) which may occur on a continuum from brief episodes to complete loss of consciousness;

(d) Intense or prolonged distress after exposure to traumatic reminders; and

(e) Marked physiological reactivity after exposure to trauma-related stimuli.

Criterion C: Avoidance

Persistent effortful avoidance of distressing trauma-related stimuli after the event in one or more of the following:

(a) Trauma-related thoughts or feelings.;

(b) Trauma-related external reminders (e.g. people, places, conversations, activities, objects, or situations);

Criterion D: Negative alterations in cognitions and mood

(a) Negative alterations in cognitions and mood that began or worsened after the traumatic event in two or more of the following:

(i) Inability to recall key features of the traumatic event (usually dissociative amnesia; not due to head injury, alcohol or drugs);

(ii) Persistent (and often distorted) negative beliefs and expectations about oneself or the world (e.g. "I am bad," "The world is completely dangerous.");

(iii) Persistent distorted blame of self or others for causing the traumatic event or for resulting consequences;

(iv) Persistent negative trauma-related emotions (e.g. fear, horror, anger, guilt or shame);

(v) Markedly diminished interest in (pre-traumatic) significant activities;

(vi) Feeling alienated from others (e.g. detachment or estrangement); and

(vii) Constricted affect: persistent inability to experience positive emotions.

Criterion E: Alterations in arousal and reactivity

Trauma-related alterations in arousal and reactivity that began or worsened after the traumatic event in two or more of the following:

(a) Irritable or aggressive behaviour;

(b) Self-destructive or reckless behaviour;

(c) Hypervigilance;

(d) Exaggerated startle response;

(e) Problems in concentration; and

(f) Sleep disturbance.

Criterion F: Duration

Persistence of symptoms (in Criteria B, C, D and E) for more than one (1) month.

Criterion G: Functional significance

Significant symptom-related distress or functional impairment (e.g. social, occupational).

Criterion H: Attribution

(a) Disturbance is not due to medication, substance use, or other illness (organic causes).
(b) It must be specified if it is associated with dissociative symptoms.

Additional Considerations

In addition to meeting criteria for diagnosis, individuals may experience high levels of either of the following in reaction to trauma-related stimuli:

a) Depersonalization: experience of being an outside observer of or detached from oneself (e.g. feeling as if "this is not happening to me" or one were in a dream); and
b) Derealisation: experience of unreality, distance, or distortion (e.g., "things are not real").

4. PTSD AS AN OCCUPATIONAL DISEASE

(1) An occupational disease is defined as any disease arising out of and in the course of an employee's employment. A disease would have arisen out of and in the course of employment if it has a broad causal connection to employment and that the employee must have contracted the disease while performing duties that he or she is contractually obliged to perform.

(2) Compensable Post-Traumatic Stress Disorder is regarded as the result of an occupational injury or an occupational disease depending on individual circumstances, in terms of the Compensation for Occupational Injuries and Diseases Act, No.130 of 1993, as amended (COIDA). Therefore, the traumatic event(s) leading to the diagnosis of PTSD must be an accident or a series of accidents as defined in section 1 of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, as amended (COIDA).

(3) A claim for Post-Traumatic Stress Disorder shall not be eligible for benefits under the Act unless:

(a) The employee was exposed to traumatic event(s) arising out of and in the course of employment;

(b) The employment-related trauma was a pertinent factor in the development of the PTSD or played an active role during the development of PTSD; and

(c) Notice of the claim for compensation was made to the employer or the Compensation Commissioner or the employer individually liable or the licensee concerned within one (1) year from date of diagnosis of occupational disease (PTSD).

(4) When delayed-onset PTSD is diagnosed, the claim will be considered if notice of the claim for compensation was made to the employer or Compensation Commissioner within one (1) year of the date of diagnosis.

5. OCCUPATIONS AT RISK OF PTSD

Whether or not people develop PTSD depends on their subjective perception of the traumatic event as well as on the objective facts. Furthermore, those at risk of PTSD include not only those who are directly affected by a horrific event, but also witnesses, perpetrators and those who help PTSD sufferers (vicarious traumatisation). People at risk of PTSD include but not limited to:

(a) Victims of violent crime (e.g. physical and sexual assaults, sexual abuse, bombings, riots etc.);

(b) Members of the armed forces, police services, journalists and prison service, fire service, ambulance and emergency personnel, health care personnel, including those no longer in service;

(c) Victims of war, torture, state-sanctioned violence or terrorism, and refugees;

(d) Survivors of accidents and disasters; and

(e) Women following traumatic childbirth; and individuals diagnosed with a life-threatening illness.

6. EVOLUTIONARY STAGES OF PTSD

Acute Stress Disorder (ASD)

In the first month after trauma, trauma survivors may be diagnosed as having Acute Stress Disorder according to DSM–V, which is characterised by symptoms of PTSD and dissociative symptoms such as depersonalisation, derealisation and emotional numbing. The duration which specifies the disturbance must last at least two days but not more than four weeks, and must occur within four weeks of the traumatic event. The symptoms must resolve within four weeks after the traumatic event, otherwise the diagnosis must be reconsidered.

Acute PTSD

This type of PTSD is characterised by classic symptoms that appear in the first month after the traumatic event, but last for less than three (3) months in duration.

Classic PTSD

Classically, PTSD tends to develop insidiously over a period of three (3) to six (6) months after the initial traumatic event.

Delayed-onset PTSD

(1) The symptoms of Delayed-onset PTSD must surface at least six (6) months or more after the traumatic event(s).

(2) A proper medical and occupational history must be taken to ensure that diagnosis is objectively made. The assessment and treatment of late-onset PTSD must therefore follow the same protocols as the early-onset type.

Persistent or Chronic PTSD

For the condition of PTSD to be regarded as permanent the employee must have received

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appropriate treatment for a period of 24 months or an extended period of time as a treating doctor may determine.

7. DIFFERENTIAL DIAGNOSS

(1) The Fund may provide treatment for the aggravation of pre-existing Post-Traumatic Stress Disorder if it is proved that the aggravation is attributable to the employee's work environment.

(2) The medical service provider must ensure that all other potential differential diagnoses or pre-existing disorders are excluded before expressing opinion on PTSD and the work-relatedness of such a condition. The following differential disorders must be excluded before an occupational PTSD can be diagnosed:

(a) Depression (predominance of low mood, lack of energy, loss of interest, suicidal ideation);

(b) Specific phobias (fear and avoidance restricted to certain situations);

(c) Adjustment disorders (less severe stressor, different pattern of symptom);

(d) Enduring personality changes after catastrophic experience (prolonged extreme stressor, different pattern of symptoms);

(e) Dissociative disorders;

(f) Neurological damage due to injuries sustained during the event; and

(g) Psychosis (hallucinations, delusions).

(3) If the report does not indicate or disclose the existence of a relevant pre-existing disorder or a significant comorbid condition, if any, the Compensation Commissoner may not accept such report.

8. MANAGEMENT OF PTSD

Treatment interventions must be evidence-based, scientifically valid and consistent with professional standards.

Early Interventions and Watchful Waiting

(1) The Fund will authorise treatment for acute reaction to traumatic events (Acute Stress Disorder) arising out of and in the course of work.

(2) A follow-up consultation should be arranged within one (1) month of diagnosis of acute stress. A comprehensive report which includes prognostic details must be provided to the Fund after this consultation. A final consultation must be scheduled within two (2) months for the purpose of final medical report.

(3) The treatment and management of Acute Stress Disorder must be finalised within three (3) months of diagnosis and a final medical report must be provided at the end of this period.

(4) All cases of suspected PTSD must have a definitive diagnosis made within the first six (6) months from date of first consultation.

(5) A medical practitioner who diagnoses an occupational PTSD must furnish the Compensation Commissioner or employer with a medical report indicating such diagnosis within three months and thereafter submit further medical reports at intervals set out in the Disease Monitoring and Reporting Table below.

(6) For Acute PTSD the Fund will extend the treatment to six (6) months provided there is justifiable proof of need.

(7) Individuals who at the end of six months do not meet the full criteria for the diagnosis of PTSD must have a differential diagnosis made and a Final Medical Report duly completed and sent to the Fund to finalise the claim.

Immediate Psychological Interventions for PTSD

(1) The treating general practitioner and treating psychiatrist must ensure that employees needing psychological support are identified early and are timeously referred to psychologist for assistance.

(2) The initial consultation with the psychologist will be automatically covered by the Fund, and the psychologist's treatment plan will then be pre-authorised based on a detailed assessment report prior to therapy being provided.

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(3) The psychologist and medical practitioner must submit progress medical report to the Fund at the end of the authorised period.

Drug Treatment

(1) Healthcare practitioners must ensure that the treatment provided to patients is included in the list of recommended drugs for PTSD as recommended by the South African Society of Psychiatrists (SASOP) and the South African Society of Psychologists.

(2) PTSD sufferers must be given sufficient information about the nature of these treatments to make an informed choice. Patient preference should be an important determinant of the choice among effective treatments:

(a) Drug treatments for PTSD and change of treatment will only be authorised when prescribed by the treating psychiatrist;
(b) Adjunctive treatment will be approved where there is significant comorbid condition, depression or hyperarousal that significantly impacts on the patient's ability to benefit from the recommended treatment;
(c) This short-term treatment may be initiated by the general practitioner after thoroughly considering all drug interaction implications and where the benefit outweighs the risk;
(d) Subsequent drug modifications should be discussed with the relevant specialist in conjunction with the psychiatrist;
(e) A proof of compliance is required to support a claim of non-response to recommended lines of treatment where clinicians may recommend an item which is off code;
(f) When an employee treated for PTSD has not responded to a drug treatment regime, and the treating psychiatrist considers adding further drugs after the maximum allowable dosages have been reached on the initial recommended drug(s), or the recommended lines of treatments have been exhausted, the Fund may at its own discretion, subject such further treatment plan to a peer review mechanism or refer an employee for further medical examination in terms of section 42;
(g) When an adult sufferer with PTSD has responded to drug treatment, it should be continued for at least 12 – 24 months before gradual withdrawal as recommended by SASOP;

(h) The treating doctor (preferably the general practitioner) must monitor treatment on a monthly basis for the first six (6) months and provide monthly Progress Medical Reports to the Fund in the prescribed manner;

(i) After this period appropriate monitoring must then be done on a lesser frequent basis not exceeding three monthly, where practicable. Six monthly reports from the psychiatrist must be submitted during this period and when maximum medical improvement has been achieved, a Final Medical Report from the treating psychiatrist must be provided;

(j) All PTSD patients requiring treatment beyond twenty-four (24) months will be treated as chronic PTSD by the Fund. The Fund may at its own discretion, and after due processes, consider enrolling any particular employee with PTSD on its chronic treatment programme; and

(k) A Final Medical Report from the psychiatrist indicating the need for continuing treatment on a lifetime basis must be provided to the Fund at the end of twenty-four (24) months.

(3) A detailed follow-up plan with appropriate motivation must also be provided at this point by the psychiatrist.

9. GENERAL RECOMMENDATIONS REGARDING DRUG TREATMENT:

(1) All PTSD sufferers who are prescribed antidepressants or any psychotropic medication should be informed at the time that treatment is initiated, of potential side-effects and discontinuation or withdrawal symptoms as appropriate.

(2) For employees who are back at work, these must be communicated to the employer in the prescribed manner taking into account legal and ethical considerations governing the disclosure of confidential medical information.

(3) Where necessary and medically justifiable, employees doing shift work and safety-critical jobs must be accommodated in alternative placements while on such medications.

(4) For the purpose of subregulation 9.3, the services of an occupational therapist will be required.

10. DEALING WITH COMORBIDITIES IN PTSD

(1) In cases of high co-morbidity of PTSD with generalized physical and mental health problems, the multidisciplinary and interdisciplinary approach must be used.

(2) The treatment plan must be outlined and be in accordance with national credentialing policies and guidelines.

(3) The treating doctor must identify the comorbidities and the multidisciplinary and interdisciplinary teams and apply for authorisation of such treatment.

(4) Healthcare practitioners must clearly document their rationale for opting for such treatment, satisfy themselves that the potential benefits outweigh the known risks and that an informed consent has been duly obtained.

(5) Where beneficiaries are on other chronic medications the Fund will only approve treatment for such chronic conditions during the acute phase and only where the dosage and form of such treatment is different from the usual treatment and where non-treatment of such has a negative impact on the treatment outcome of the PTSD.

11. CASE MANAGEMENT OF PTSD

PTSD case must be managed in accordance with the table below:

Disease Monitoring and Reporting:

Type of Disorder (Evolutionary Stage)	Onset of Symptoms (Months)	Duration of Symptoms (Months)	Frequency of Medical Reports		Timing of Final Medical Report (Months)			
			GP	Psychiatrist	3	6	12	24
Acute Stress Disorder	Immediate	< 3 months	Fortnightly	1 & 3 months				
Acute PTSD	1 – 3 months	1 – 6 months	Monthly	3 and 6				
Classic PTSD	1 – 6 months	6 – 24 months	Monthly	1, then 6 monthly				
Delayed-Onset PTSD	>6 months	6 – 24 months	Monthly	1, then 6 monthly				

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Chronic PTSD	1- 6 months	>24 months	Three monthly	1, then 6 monthly				

12. THE RESPONSIBILITIES OF THE TREATING PSYCHIATRISTS

The responsibilities of the psychiatrists to whom the employee has been referred by the medical practitioner are:

(a) To thoroughly assess the employee as referred to him or her in the prescribed manner and make appropriate diagnosis based on the approved evidence-based medical guidelines as guided by the medical scientific community and updated from time to time. The assessment of PTSD sufferers should be conducted by competent medical practitioners and be comprehensive, including physical, psychological and social needs and a risk assessment;

(b) To device a structured treatment and patient management plan taking into account all relevant personal, social, workplace and environmental circumstances, including the monitoring plan. This plan must include clear roles of key personnel and have measurable and realistic targets;

(c) To institute appropriate treatment taking into account relevant legislation governing the prescription and administration of medicines and related substances. Patient preference should be an important determinant of the choice among effective treatments. PTSD sufferers should be given sufficient information about the nature of these treatments to make an informed choice;

(d) To provide relevant reports on the progress and prognosis of the employee and motivate for the need for continuing treatment, change of treatment or addition of further treatment modalities as appropriate. This will include the motivation for the employee to be consulted by other specialists and for further objective clinical testing; and

(e) To provide expert evidence in medico-legal platforms including during tribunal and court proceedings concerning disputes related to the diagnosis, treatment and management of PTSD.

13. THE RESPONSIBILITIES OF THE PSYCHOLOGISTS

The responsibilities of the psychologists to whom the employee has been referred by the medical practitioner are to:

(a) Thoroughly assess and determine the psychological needs of the patient and devise a structured management plan after appropriate referral from the treating doctor;

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(b) Identify the need for social support and advocate the meeting of this need;

(c) Institute appropriate evidence-based treatments and therapies as guided by the medical scientific community and updated from time to time, after approval is obtained from the Fund;

(d) Collaborate with both the general practitioner and the treating psychiatrist to ensure that there is alignment and coordination of care and monitoring of the patient;

(e) Identify the need for appropriate information about the range of emotional responses that may develop and provide practical advice on how to access appropriate services for these problems;

(f) Offer help or advice to the patient or relevant others on how continuing threats related to the traumatic event may be alleviated or removed;

(g) Provide reports to the Fund and treating doctors; and

(h) Provide expert evidence in medico-legal platforms including during tribunal and court proceedings concerning disputes related to the diagnosis, treatment and management of PTSD.

14. THE ROLE OF THE INDEPENDENT MEDICAL EXAMINER

(1) The Independent Medical Examiner must conduct an examination which consists of a review of medical documentation (records), confirmation of relevant medical history and an in-person examination and assessments or objective tests if appropriate.

(2) For the purpose of these regulations, the Fund may refer an employee to any Independent Medical Examiner including but not limited to a Psychiatrist, Occupational Therapist and or a Clinical Psychologist with experience in treating and managing patients with PTSD.

(3) The Independent Medical Examiner is required to use the Clinician Administered PTSD Scale for DSM-V (CAPS 5) to aid him or her in making an objective assessment of the presence and or absence of PTSD, as well as to grade the severity of symptoms thereof if he or she concurs with the diagnosis.

Note: The latest edition of the DSM must always be used.

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(4) The scoring of CAPS is given below:

Table 14-10: CAPS - 5 Scoring

CAPS – 5 PTSD Severity	Score
Asymptomatic/ Few Symptoms	0 - 10
Mild PTSD/ Subthreshold	11 - 22
Moderate PTSD / Threshold	23 - 34
Severe PTSD Symptomatology	35 - 46
Extreme PTSD Symptomatology	≥ 47

(5) An employee who claims compensation shall, if and when so required and at the discretion of the Fund, after reasonable notice, submit himself at the time and place mentioned in the notice to an examination by a designated Independent Medical Examiner in accordance with Section 42 of the Act.

(6) The Independent Medical Examiner will have the following roles:

(a) Assess and examine the employee with the diagnosis of PTSD and determine if the diagnosis was appropriately made based on chronology, causality, medical probability, evidence-based medicine and current best practice;

(b) Determine the current appropriate diagnosis if it differs from the treating doctor's, and establish causation of disease or mechanism thereof if appropriate, severity of symptoms, restrictions and limitations;

(c) Assess the appropriateness of treatment proposed or provided based on current best practice and recommended protocols and guidelines for people with PTSD.

(d) Provide treatment recommendations and objective medical findings regarding the person's ability to return to work, and identify any relevant safety considerations.

(e) Formulate opinion and prognosis based on factual findings from the assessment and using current best practice and recommended protocols.

(f) Provide a duly formulated report with recommendation(s) to the Fund on the best course of action.

(g) Provide expert evidence in medico-legal platforms including during tribunal and court proceedings concerning disputes related to the diagnosis, treatment and management of PTSD.

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15. PATIENT ASSESSMENT GUIDELINES

(1) For the purpose of:

(a) assessing an employee for diagnoses the medical practiotioners must use the latest edition of DSM;

(b) assessing the need an and extent of treatment medical pratitioners must use the latest edition The Management of PTSD in adults and children in primary and secondary care – 2005 and Treatment Guidelines for Psychiatric Disorders – Volume 19 (3) of 2013;

(c) assessing impairment and disablement for PTSD the Fund will use the latest edition of the "Guides to the Evaluation of Permanent Impairment by the American Medical Association (AMA).

(d) All healthcare professionals must use the material above in the diagnosis, treatment,management and assessment of impairment and disablement of employees suffering from occupational PTSD; and

Two-scales are used by which-impairment due to Post-Traumatic Stress Disorder is rated. Each scale should be measured and the impairment score calculated. The final impairment will be the median (middle) value of the 2 scores.

16. IMPAIRMENT

(1) The calculation of impairment at the time of diagnosis will solely be for the determination of the severity of the disease, the modality and extent of treatment required, and for providing tentative prognostic opinion.

(2) The Fund will use such rating to monitor the impact of treatment and to evaluate the effectiveness thereof in collaboration with medical service providers.

(3) The final impairment calculation will only be determined after the employee has reached Maximum Medical Improvement (MMI).

(4) The Compensation Fund's adjudicating medical panel will determine if MMI has been reached

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based on the strength of the available medical reports by the treating psychiatrist and or other independent medical reports.

(5) The Final Medical Report will be required once the panel has adjudicated and concluded that the claimant has reached MMI, for purposes of deciding on impairment.

(6) The Final Medical Report must be based on scientifically-validated healing timeframes as determined by the medical scientific community as updated from time to time. Clinicians shall provide a Final Medical Report when so required by the Fund without any prejudice.

(7) The impairment will be evaluated by the Fund using the latest edition "Guides to the Evaluation of Permanent Impairment" compiled by the American Medical Association (AMA).

(8) Medical service providers must refrain from giving unsolicited opinion on impairment rating or permanent disablement (PD).

(9) The Fund carries the sole responsibility for determining impairment level and permanent disablement due to PTSD.

17. COMPENSATION BENEFITS

The guidelines for benefits payable in terms of the Act are as follows:

(1) Payment for temporary total or partial disablement shall be made for as long as such disablement continues, but not for a period exceeding 24 months from the date of the accident or date of diagnosis. Monthly progress reports must be submitted to the office of the Compensation Commissioner.

(2) This occurs when an employee's condition is such that he or she cannot perform his or her usual duties but is still capable of working at some job during the period of recovery. Employers and medical service providers must collaborate to institute accommodation of the employee in modified duties as a critical element of the treatment plan and return-to-work strategy for such employees. The Compensation Fund must be satisfied that all measures

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have been reasonably considered before declaring an employee totally unfit to work on a temporary basis.

(3) Temporary Total Disablement occurs when an employee is totally unable to perform any duty, previous or modified, and is expected to recover with treatment within a foreseeable period. Service providers advising employers on the employee's extent of unfitness and the length of time required for full recovery must take into cognizant that work itself is also curative in nature, so as to guard against inadvertently disadvantaging employees with PTSD.

(4) Periodic payments shall be made for as long as the temporary total disablement is deemed reasonable and shall continue for as long as evidence of continuing disablement is provided. This may not exceed twenty-four (24) months. The Fund may however at any point during this period and at its own discretion declare any such employee permanently impaired. Where such a decision is made by the Fund, the medical service providers providing treatment and other services to the employee will then be required to furnish the Final Medical Report(s) as at that point in time.

(5) Payment of permanent disablement shall be made, where applicable, when a Final Medical Report and or the report from the adjudication panel is received. The Final Medical Report must be submitted when an employee reaches the stage of MMI, whether or not he or she is on treatment. The Fund shall at its own discretion and where deemed necessary solicit such a report which shall be provided without reservation or prejudice.

(6) If total impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act.

(7) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act.

18. MEDICAL COSTS

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(1) Medical costs shall be provided for a period of not more than 24 months from the date of accident, or further 12 months , if in the opinion of the Director-General, further medical costs will reduce

the extent of the disablement that an employee suffers from.

(2) Medical costs covers diagnosis of PTSD by a psychiatrist and any necessary treatment provided by any general practitioner or approved mental health provider, as well as hospitalization and chronic medication when motivated for by the psychiatrist.

(3) The Compensation Commissioner must decide on the need for, the nature and sufficiency of medical costs be provided, inclusive of chronic medication, if applicable.

(4) No treatment shall be automatically accepted by the Fund without prior authorization, except in emergencies. In such cases, service providers must notify the Fund in the prescribed manner within seventy-two (72) hours of such emergency treatment to effect appropriate authorization.

(5) All elective admissions and investigations will require pre-authorisation by the Fund.

19. REPORTING

Any consultation in respect of treatment for PTSD must be reported to the Fund in the prescribed manner as and when it happens. No payments in lieu of any consultation or treatment shall be provided by the Fund without medical reports from practitioners. The following documentation must be submitted to the Compensation Commissioner or the employer individually liable or the licensee concerned:

(a) (W.Cl.2) Employer's Report of an Accident / Occupational Disease

(b) (W.Cl.3) Notice of Accident and Claim for Compensation

(c) An affidavit by the employee (W.CL.305) If an employer cannot be traced or the employer fails to timeously submit Employer's report of an Occupational Disease (W.CL.1)

(d) (W.Cl.4) First Medical Report in respect of an Accident / Occupational Disease / (W.Cl.303) First Psychiatric Report

(e) (W.Cl.5)(P) Progress Medical Reports in respect of an Accident / Occupational Disease / Progress Psychiatric Reports

(f) (W.Cl.5)(F) Final Medical Report in respect of an Accident / Occupational Disease / Final Psychiatric Report

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(g) (W.Cl.6) Resumption Report

(h) Detailed psychiatric and or psychological reports within the scope of practice of the therapist and or an occupational therapy report in the prescribed format

(i) Any other relevant reports pertaining to the accident, diagnosis and treatment, where applicable and at the discretion of the CF.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 27/05/2024

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4954 **7 June 2024**

NOTICE OF INTENTION TO CANCEL THE REGISTRATION OF A TRADE UNION

I, Mongwadi Mary Ngwetjana, Deputy Registrar of Labour Relations, hereby, in terms of section 106(2B) give notice of my intention to cancel the registration of **United Workers Front (U.W.F)(LR2/6/2/901)** for the following reasons:

- The organisation failed to comply with the provisions of section 98, 99 and 100 of the Act, and
- The organisation ceased to function in terms of its constitution

This Office is of the view that the trade union ceased to function as a genuine trade union as envisaged in the LRA.

The organisation and all interested parties are hereby invited to make written representations as to why the registration should not be cancelled. **Only representations pertaining to this Notice will be considered. All correspondence should refer to case number: 2024/104.**

Written representations must be lodged to me, c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, PRETORIA. [Postal address: Private Bag X117, PRETORIA, 0001 – email address: registrar.labourrelations@labour.gov.za ; mary.ngwetjana@labour.gov.za], within 60 days of the date of this notice.



DEPUTY REGISTRAR OF LABOUR RELATIONS

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CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 5 (NO. 5/123)

In terms of section 75 of the Customs and Excise Act, 1964, Schedule No. 5 to the said Act is hereby amended to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution of Note 8 in Schedule No. 5 with the following:

8. Notwithstanding any provision to the contrary in this Schedule, for the purposes of items 501.00 to 521.00 in Part 1, items 522.02 to 522.07 in Part 2, item 541.01 in Part 4 and items 550.00 to 551.00 in Part 5 of this Schedule, a refund or drawback of duty as contemplated in section 75(1)(c), 54D or 54J, may be granted if the customs procedure code (CPC) applicable to the export as specified in the list published on the SARS website referred to in rule 00.06 and the relevant refund or drawback item are reflected on the export bill of entry or other export declaration: Provided that a refund or drawback may be granted in exceptional circumstances where -

(a) the Commissioner is satisfied on good grounds shown, that -

(i) the refund or drawback item number has been -

(aa) omitted from the export bill of entry or declaration in error or due to unforeseeable circumstances; or

(bb) reflected incorrectly on the export bill of entry or declaration; or

(ii) the CPC had been reflected incorrectly on the bill of entry or declaration;

(b) the mandatory information required on the bill of entry is completed or corrected post export; and

(c) the applicant has, in addition to any documents normally required to establish entitlement to a refund or drawback, also submitted the following with the application:

(i) An affidavit setting out the circumstances in which the omission or error referred to in paragraph (a) occurred, which circumstances must show that the omission or error was made in good faith;

(ii) any documents constituting sufficient proof that the relevant goods were exported by the applicant, including -

(aa) a document evidencing that the goods were packed or loaded for export under customs supervision, or physically inspected prior to export; or

(bb) any other documents that the Commissioner considers to be such sufficient proof; and

(iii) any documents constituting sufficient proof that the same goods that were exported, were imported in the country of destination, including -

(aa) the import bill of entry or import declaration accepted and released by the customs authority of the country of destination, together with its supporting documents; or

(bb) any other documents that the Commissioner considers to be such sufficient proof.

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DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 5 (NO. 5/123)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 5 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur Opmerking 8 in Bylae No. 5 met die volgende te vervang:

8. Nieteenstande enige strydige voorsiening in hierdie Bylae, vir die doeleindes van items 501.00 tot 521.00 in Deel 1, items 522.02 tot 522.07 in Deel 2, item 541.01 in Deel 4 en items 550.00 tot 551.00 van hierdie Bylae, 'n terugbetaling of teruggawe van reg soos beoog in artikel 75(1)(c), 54D of 54J, mag toegestaan word indien die doeane prosedure kode (DPK) van toepassing op die uitvoer soos gespesifiseer in die lys op die SAID webwerf verwys na in reël 00.06 en die betrokke terugbetaling of teruggawe item weerspieël word op die uitvoer klaringsbrief of ander uitvoer verklaring; Met dien verstande dat 'n terugbetaling of teruggawe toegestaan mag word in uitsonderlike omstandighede waar -

(a) die Kommissaris tevrede is op goeie grond bewys, dat -

(i) die terugbetaling of teruggawe item nommer -

(aa) weggelaat is van die uitvoer klaringsbrief of klaring weens onvoorsiene omstandighede; of

(bb) verkeerdelik weerspieël op die uitvoer klaringsbrief of verklaring; of

(ii) Die DPK verkeerdelik weerspieël was op die klaringsbrief of klaring;

(b) die verpligte inligting vereis op die klaringsbrief voltooi is of reggestel is na uitvoer; en

(c) die aansoeker het, bykomend tot enige dokumente normaalweg vereis om geregtigheid te bepaal op 'n terugbetaling of teruggawe, ook die volgende met die aansoek voorgelê;

(i) 'n beëdigde verklaring wat die omstandighede waarin die weglating of fout na verwys in paragraaf (a) plaasgevind het uitlê, welke omstandighede moet wys dat die weglating of fout in goeie trou gemaak was;

(ii) enige dokumente wat genoegsame bewys lewer dat die betrokke goedere uitgevoer was deur die aansoeker, met inbegrip van -

(aa) 'n dokument wat bewys dat die goedere verpak of gelaai was vir uitvoer onder doeane toesig, of fisies geinspekteer is voor uitvoer; of

(bb) enige ander dokumente wat die Kommissaris ag om sodanige voldoende bewys te wees.

(iii) enige dokumente wat genoegsame bewys lewer dat die betrokke goedere wat uitgevoer was, ingevoer was in die land van bestemming , met inbegrip van -

(aa) die invoer klaringsbrief of invoer verklaring aanvaar en vrygestel is deur die doeane owerheid van die land van bestemming, tesame met die ondersteunende dokumente; of

(bb) enige ander dokumente wat die Kommissaris ag om sodanige voldoende bewys te wees.

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