

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 6684

Regulasiekoerant

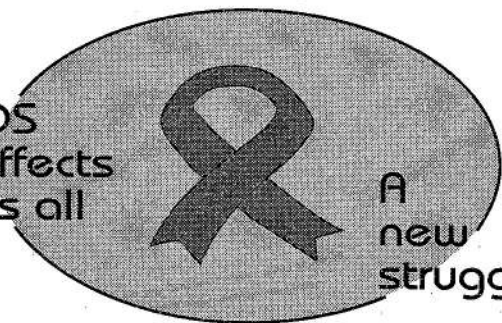
Vol. 414

PRETORIA, 3 DECEMBER
DESEMBER 1999

No. 20674

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

**AIDS
HELPUNE**

0800 012 322

DEPARTMENT OF HEALTH

Prevention is the cure

RECTIFICATION

Notice is hereby given that the number of the *Government Gazette* of 29 October 1999 was incorrectly published as No. 20536. The correct number should have read: **No. 20540.**

REGSTELLING

Hiermee word bekendgemaak dat die *Staatskoerant* van 29 Oktober 1999 se nommer foutief gereproduseer is as No. 20536. Die korrekte nommer moet lees: **No. 20540.**

PROCLAMATION**TRUTH AND RECONCILIATION COMMISSION:
COMMITTEE ON AMNESTY****No. R. 125, 1999****PROCLAMATION UNDER SECTION 20 OF THE PROMOTION OF NATIONAL
UNITY AND RECONCILIATION ACT, 1995
(ACT NO. 34 OF 1995)**

Notice is hereby given that amnesty in terms of section 20(1) of the Promotion of National Unity and Reconciliation Act, 1995 (Act No. 34 of 1995), was granted-

(a) on 26 April 1999 to-

- (i) **IAN NDIBULELE NDZAMELA** (identity number 6312236025089); and
- (ii) **PUMZILE MAYAPI** (identity number 5609085082082),

in respect of-

- (aa) two counts of murder; and
- (bb) one count of terrorism,

committed on 18 April 1986 at or near the Wild Coast Casino, Mzamba;

(b) on 4 May 1999 to-

- (i) **LERATO ABEL KHOTLE** (date of birth 14 December 1971), in respect of-

- (aa) all offences flowing from the attack on town houses, committed at or about the beginning of December 1992 in Ficksburg;
- (bb) any offence flowing from the attack on the house situated at 143 Veld Street, Ficksburg and a nearby house, committed on 10 December 1992; and
- (cc) any offence flowing from the shoot-out on the Ficksburg by-pass, committed on 10 December 1992;

- (ii) **PHILA MARTIN DOLO** (date of birth 21 November 1968), in respect of
 - (aa) any offence flowing from the attack on the house situated at 143 Veld Street, Ficksburg and a nearby house, committed on 10 December 1992;
 - (bb) the attempted murder of Sergeant **OTTO COETZEE** in a shoot-out in the Ficksburg by-pass, committed on 10 December 1992 and any other offence flowing from the said shoot-out; and
 - (cc) the murder of Mrs **LEONIE PRETORIUS**, committed during an attack on the farm Danside on 19 December 1992 and any other offence flowing from the said attack; and
 - (iii) **LUVUYO KENNETH KULMAN** (date of birth 10 September 1972), in respect of all offences flowing from the attack on town houses in Ficksburg, committed at or about the beginning of December 1992;
- (c) on 5 May 1999 to-
- (i) **HARRY SIMON JARDINE** (identity number 5408235001088);
 - (ii) **ANDREW HOWELL** (identity number 5610235118008); and
 - (iii) **MORTON JOHN STUART CHRISTIE** (identity number 6307205245080),
- in respect of-
- (aa) conspiracy to damage the Seychelles Restaurant, the offices of the ANC and the NP;
 - (bb) contravening section 6 of the Explosives Act, 1956 (Act No. 26 of 1956), in being in illegal possession of explosives; and
 - (cc) contravening section 54(3) of the Internal Security Act, 1982 (Act No. 74 of 1982), by preparing explosive devices and being in illegal possession thereof,
- committed during February 1994 at or near Port Shepstone;
- (d) on 14 May 1999 to **LOUIE NKULULEKO DLOVA** (identity number 621128566 087), in respect of-
- (i) illegal entry into the Republic of South Africa committed during or about July 1988;

- (ii) illegal possession of firearms, ammunition and explosives committed in or about the same period and any other offence flowing therefrom; and
- (iii) the attempted murder of an unknown number of members of the South African Police force,

committed in or about July 1988 at or near Lichtenburg;

- (e) on 21 May 1999 to **DIEDERICK JACOBUS VORSTER** (identity number 5702015138007) in respect of-

- (i) the murders of ABRAM MOKOLANE, SAMUEL MASILELA, SEPO SIBANYONI, JEREMY MFUDI, THOMAS PHIRI, JEREMIA MAKBULA, MORRIS NKABINDE, MATTHEW KEKUTLE, STEPHEN MAKENNA and ELLIOTT SASAGE;
- (ii) desecration of the bodies of the deceased;
- (iii) arson and/or malicious damage of property;
- (iv) contravention of sections 2, 28, 29, and 39 of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
- (v) contravention of section 2 of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);
- (vi) contravention of sections 3, 4, 5, 6, 9 and 27 of the Explosive Act, 1956 (Act No. 26 of 1956); and
- (vii) any other competent or related verdict which may be based on the same facts and which would relate to the same offences,

committed on or about 26 June 1986 at or near Nietverdiend in the district of Thabazimbi;

- (f) on 21 May 1999 to **ABRAHAM JOHANNES MOUTON JOUBERT** (identity number 4302195122003), in respect of-

- (i) the murders of ABRAM MOKOLANE, SAMUEL MASILELA, SEPO SIBANYONI, JEREMY MFUDI, THOMAS PHIRI, JEREMIA MAKBULA, MORRIS NKABINDE, MATTHEW KEKUTLE, STEPHEN MAKENNA and ELLIOTT SASAGE;
- (ii) desecration of the bodies of the deceased;
- (iii) arson and/or malicious damage of property;

- (iv) contravention of sections 2, 28, 29, and 39 of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
- (v) contravention of section 2 of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);
- (vi) contravention of sections 3, 4, 5, 6, 9 and 27 of the Explosive Act, 1956 (Act No. 26 of 1956); and
- (vii) any other competent or related verdict based on the same facts and which would relate to the same offences, committed on or about 26 June 1986 at or near Nietverdiend in the district of Thabazimbi; and
- (viii) the murders of Dr and Mrs RIBEIRO and the following offences connected therewith;
 - (ix) any acts as an accessory after the fact in respect of the aforesaid murders, including defeating the ends of justice; and
 - (x) malicious damage to property, committed on or about 1 December 1986 at or near Mamelodi; and
- (xi) the murder of PIET NTULI and the following offences connected therewith;
 - (xii) malicious damage to property;
 - (xiii) contravention of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
 - (xiv) contravention of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);
 - (xv) contravention of the Explosives Act, 1956 (Act No. 26 of 1956); and
 - (xvi) any act as an accessory after the fact in respect of the aforesaid murders, including defeating the ends of justice, committed during or about July 1986 at or near Kwa-Mhlanga, KwaNdebele;
- (g) on 21 May 1999 to **ABRAM CHRISTOFFEL KENDALL** (identity number 4808025041007), in respect of
 - (i) being an accessory after the fact for the murder of PIET NTULI;
 - (ii) malicious damage to property;
 - (iii) contravening Acts 75 of 1969, 71 of 1968 and 26 of 1956 in so far as the offences are directly related to the above mentioned murder; and

(iv) defeating the ends of justice and any other offence directly connected to the above incident, including that of being an accessory after the fact, committed during or about July 1986 at or near Kwa-Mhlanga, KwaNdebele;

(h) on 21 May 1999 to **CHARL NAUDE** (identity number 4812065079083), in respect of-

(i) the murders of **ABRAM MOKOLANE**, **SAMUEL MASILELA**, **SEPO SIBANYONI**, **JEREMY MFUDI**, **THOMAS PHIRI**, **JEREMIA MAKBULA**, **MORRIS NKABINDE**, **MATTHEW KEKUTLE**, **STEPHEN MAKENNA** and **ELLIOTT SASAGE**;

(ii) desecration of the bodies of the deceased;

(iii) arson and/or malicious damage of property;

(iv) contravention of sections 2, 28, 29 and 39 of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);

(v) contravention of section 2 of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);

(vi) contravention of sections 3, 4, 5, 6, 9 and 27 of the Explosive Act, 1956 (Act No. 26 of 1956); and

(vii) any other competent or related verdict which may be based on the same facts and which would relate to the same offences,

committed on or about 26 June 1986 at or near Nietverdiend in the district of Thabazimbi; and

(viii) the murder of Dr and Mrs **RIBEIRO**;

(ix) any acts of preparation, incitement, conspiring, aiding or abetting in the aforesaid murders;

(x) any acts as an accessory after the fact in respect of the aforesaid murders, including defeating the ends of justice; and

(xi) malicious damage to property,

committed on or about 1 December 1986 at or near Mamelodi;

(i) on 21 May 1999 to **TREVOR IAN FLOYD** (identity number 4707115100009), in respect of-

(i) the murder of **PIET NTULI** and the following offences connected therewith;

(ii) malicious damage to property;

- (iii) defeating the ends of justice;
- (iv) contravening sections 2, 28, 29, 32, 36 and 39 of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
- (v) contravening section 2 of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968); and
- (vi) contravening section 3, 4, 5, 6, 9, and 27 of the Explosives Act, 1956 (Act No. 26 of 1956),

committed during or about July 1986 at or near Kwa-Mhlanga, KwaNdebele;

(j) on 21 May 1999 to **PIETER JOHAN VERSTER** (identity number 4504305069004), in respect of-

- (i) any acts of preparation, conspiring, aiding or abetting and as an accessory after the facts in respect of the murder of the ten males known as the Nietverdiendt Ten at or near Nietverdiendt committed on or about 26 June 1986 in the district of Thabazimbi, the murders of Dr and Mrs RIBEIRO, committed during or about December 1986 at Mamelodi and the murder of PIET NTULI, committed during July 1986 in KwaNdebele; and
- (ii) any other offence directly linked and directly related to the facts and disclosed in applicant's application and evidence in respect of the aforementioned murders including defeating the ends of justice, the using of explosives and the malicious damage of property;

(k) on 21 May 1999 to **JACOB JAN HENDRIK VAN JAARVELD** (identity number 5804205183007), in respect of-

- (i) any acts of preparation, conspiring, aiding or abetting and as an accessory after the fact in respect of the murders of Dr and Mrs RIBEIRO; and
- (ii) any other offence directly linked and directly connected to the facts and disclosed in the applicant's application and evidence and related to the murders of Dr and Mrs RIBEIRO including defeating the ends of justice,

committed during or about December 1986 at or near Mamelodi;

- (iii) the murder of PIET NTULI and the following offences connected therewith;

- (iv) malicious damage to property;
 - (v) contravention of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
 - (vi) contravention of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);
 - (vii) contravention of the Explosives Act, 1956 (Act No. 26 of 1956);
 - (viii) any act of preparation, conspiring, aiding or abetting in the aforesaid murder; and
 - (ix) any act as an accessory after the fact in respect of the aforesaid murders, including defeating the ends of justice,
- committed during or about July 1986 at or near Kwa-Mhlanga, KwaNdebele;

(l) on 21 May 1999 to -

- (i) **WIKUS JOHANNES LOOTS** (identity number 4001095049007); and
- (ii) **PHILIP RUDOLF CRAUSE** (identity number 4505265010003),

in respect of-

- (aa) the murders of ABRAM MOKOLANE, SAMUEL MASILELA, SEPO SIBANYONI, JEREMY MFUDI, THOMAS PHIRI, JEREMIA MAKBULA, MORRIS NKABINDE, MATTHEW KEKUTLE, STEPHEN MAKENNA and ELLIOTT SASAGE;
 - (bb) desecration of the bodies of the deceased;
 - (cc) arson and/or malicious damage of property;
 - (dd) contravention of sections 2, 28, 29 and 39 of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
 - (ee) contravention of section 2 of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);
 - (ff) contravention of sections 3, 4, 5, 6, 9 and 27 of the Explosives Act, 1956 (Act No. 26 of 1956); and
 - (gg) any other competent or related verdict based on the same facts and which would relate to the same offences,
- committed on or about 26 June 1986 at or near Nietverdiendt in the district of Thabazimbi;

(m) on 21 May 1999 to-

- (i) **DEON GOUWS** (identity number 6101205037005); and
- (ii) **STEPHANUS ADRIAAN OOSTHUIZEN** (identity number 5603095107009),

in respect of-

- (aa) the murder of **PIET NTULI** and the following offences connected therewith;
- (bb) malicious damage to property;
- (cc) contravention of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
- (dd) contravention of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);
- (ee) contravention of the Explosives Act, 1956 (Act No. 26 of 1956);
- (ff) any act of preparation, conspiring, aiding or abetting in the aforesaid murder; and
- (gg) any act as an accessory after the fact in respect of the aforesaid murders, including defeating the ends of justice,

committed during or about July 1986 at or near Kwa-Mhlanga, KwaNdebele;

(n) on 21 May 1999 to **COENRAAD VLIETSTRA** (identity number 5209045017003), in respect of-

- (i) the murders of Dr and Mrs **RIBEIRO** and the following offences connected therewith;
- (ii) malicious damage to property;
- (iii) contravention of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
- (iv) contravention of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);
- (v) contravention of the Explosives Act, 1956 (Act No. 26 of 1956); and
- (vi) any act of preparation, conspiring, aiding or abetting in the aforesaid murder,

committed during or about December 1986 at or near Mamelodi;

(o) on 21 May 1999 to **NOEL JAMES ROBEY** (identity number 5202155205005), in respect of-

- (i) the murder of Dr and Mrs RIBEIRO and the following offences connected therewith;
- (ii) malicious damage to property;
- (iii) contravention of the Arms and Ammunition Act, 1969 (Act No. 75 of 1969);
- (iv) contravention of the Dangerous Weapons Act, 1968 (Act No. 71 of 1968);
- (v) contravention of the Explosives Act, 1956 (Act No. 26 of 1956);
- (vi) any act of preparation, conspiring, aiding or abetting in the aforesaid murder; and
- (vii) any act as an accessory after the fact in respect of the aforesaid murders, including defeating the ends of justice,

committed during or about December 1986 at or near Mamelodi;

(p) on 25 May 1999 to-

- (i) **NHLANHLA KNOWLEDGE MTHABELA** (date of birth 26 August 1972), in respect of the unlawful possession of a firearm and ammunition;
- (ii) **ZUKILE HOYA** (identity number 7211065644086), in respect of the unlawful possession of a hand grenade;
- (iii) **AHMED MOHAMED KATHRADA** (identity number 2908215156086), in respect of sabotage for which he was sentenced in 1964 in the Rivonia Trial; and
- (iv) **EBRAHIM PATEL** (identity number 5002165103053), in respect of perjury committed in the case of "*The State vs Donald Mattera*" in 1977;

(q) on 31 May 1999 to-

- (i) **RODNEY LAWRENCE WILKINSON** (identity number 4904085116183); and
- (ii) **HEATHER GRAY** (presently **WILKINSON**) (identity number 5706050089082),

in respect of the act of sabotage, committed on or about 18 December 1982 at or near the Koeberg Power Station;

(r) on 1 June 1999 to **MZOLISI BIGMAN MHLAKAZA** (identity number 6609155839089),
in respect of-

- (i) the murder of **JOSEPH MTHUNZI**;
- (ii) assault with intent to do grievous bodily harm; and
- (iii) malicious damage to property,

committed during July 1991 at or near Klieptown (chicken farm), Gauteng;

(s) on 1 June 1999 to -

(i) **MXOLISI DUMA** (date of birth 4 August 1969), in respect of-

(aa) the murder of an undetermined number of unidentified members
of the South African Police Service;

(bb) unlawful possession of unlicensed firearm; and

(cc) unlawful possession of ammunition;

committed at or near Johannesburg on 9 November 1990;

(ii) **ZAKHELE JAN SIMELANE** (date of birth 10 July 1966), in respect of -

(aa) robbery of a motor vehicle committed on 23 December 1991 at
or near Nigel;

(bb) robbery of a motor vehicle and a bank committed on 1 February
1992; and

(cc) robbery of a motor vehicle and a Volkskas Bank committed on 10
February 1992 at or near Heidelberg;

(iii) (aa) **BAFO GIFT NGQUNGE** (identity number 7108215798087);

(bb) **MTHETHELELI CROSBY KOLELA** (identity number
6303255650089); and

(cc) **MABITANA MANI** (identity number 6004255747087),

in respect of-

(A) conspiracy to rob weapons and ammunition;

(B) conspiracy to murder **MXOLISI NGQOLOZANA**; and

(C) any contravention of Act 75 of 1969 arising from the unlawful
possession of two F1, one RGD 5 hand grenades, one Stechkin
pistol and two loaded magazines of ammunition,

committed on or about 31 October 1992 at or near Thembeni Location, near

King William's Town;

- (iv) **MAZWI MAGREBISI MKUKWANA** (identity number 5202145823081),
in respect of-
- (aa) the murder of an unknown person;
 - (bb) two counts of attempted murder of unknown persons; and
 - (cc) the unlawful possession of a firearm and ammunition,
- committed during the period 23 June 1991 and 26 June 1991 at or near Ethafeni Hostel in Kempton Park; and
- (v) **JUSTICE BEKEBEKE** (identity number 6107265726080), in respect of
the murder of **LUCAS TSHENDO SETHWALA** committed on 13
November 1985 in Pabellelo Township, Upington;
- (t) on 8 June 1999 to-
- (i) **DAVID SOLOMON SIMELANE** (identity number 3602245224084); and
 - (ii) **EPHRAIM CHRISTOPHER SHINGANE MNISI** (identity number
5612245883084),
- in respect of-
- (aa) the murder of a male person, "DISCO", committed on or about
31 December 1981 at or near SS Unit Mamelodi; and
 - (bb) the murder of **FILIPOS MATLHERI SELEPE**, a member of the
Security Branch of the then SAP,
- committed during or about November 1983 in or near Mamelodi;
- (u) on 11 June 1999 to-
- (i) **DENNIS FELAMANDLA GUMEDE** (identity number 6702155694081), in
respect of-
 - (aa) the murder of **BHEKUMUZI HAMILTON ZONDI**; and
 - (bb) unlawful possession of a firearm and ammunition,

committed on or about 18 July 1991 at or near Greytown;

 - (ii) **CYRIL BONGANI THUSI** (date of birth 9 April 1971), in respect of-
 - (aa) the murder of **SIYABONGA DUMA**;
 - (bb) the attempted murder of **QONDENI DUMA**;
 - (cc) the attempted murder of **ZANDILE DUMA**;
 - (dd) the attempted murder of **BAFIKILE DUMA**;
 - (ee) the attempted murder of **GETRUDE DUMA**;

- (ff) the attempted murder of STINKI NOBUHLE DUMA;
 - (gg) the attempted murder of NINGI LIVERENCE NGCOBO;
 - (hh) the murder of MCHOYO SALATIELE GWAMANDA ZONDI;
 - (ii) the murder of MCHUSHWA NIVARD MSOMI; and
 - (jj) the murder of PICKUP JOHN PHOSWA,
- committed on 23 June 1991 at or near Ndaleni, Richmond; and
- (kk) the murder of CHARLES BASI;
 - (ll) the murder of LEON THOMPSON;
 - (mm) the murder of NTELEZI MNCUBE ;
 - (nn) the attempted murder of PAULUS FRANS GHUNGULA;
 - (oo) the attempted murder of MPIYEZWE ISAAC MBANJWA;
 - (pp) the attempted murder of DUMISANI MTOLO;
 - (qq) the attempted murder of DUMISANI KUNENE; and
 - (rr) the attempted murder of THEMBA MCHUNU,

committed on 23 June 1991 at or near Magwazini, Richmond; and

- (ss) the murder of PRINCE PETRUS ZULU;
 - (tt) the attempted murder of Mrs ZULU; and
 - (uu) the attempted murder of Ms ZULU,
- committed during 1993 at or near Ulundi; and

(iii) **PRINCE KHONI KHWELA** (date of birth 10 August 1970), in respect of-

- (aa) the murder of HERBERT LANGALETHU MYANDU;
- (bb) the murder of JABULANI KHANYILE;
- (cc) the murder of DAVID MNYANDU;
- (dd) the murder of SILHENDIWE SHANGE;
- (ee) the murder of SIBONGISENI GOODWILL SHEZI;
- (ff) the murder of MBUSI KHUZWAYO;
- (gg) the murder of BONGINKOSI KHWELA;
- (hh) the murder of CHRISTOPHER XOLANI GCINA CELE;
- (ii) the murder of NYASA MKHIZE;
- (jj) the attempted murder of SITHEMBISO NICHOLAS SHANGE;
- (kk) the attempted murder of SIBONELO SHANGE; and
- (ll) the attempted murder of NTANTUZA SITHELELE MKHIZE,

committed on or about 18 August 1992 at or near Mpusheni Reserve;

(v) on 14 June 1999 to-

(i) **RAINER MARIA MORINGER** (date of birth 8 September 1942), in respect of any offence or delict that may have been committed in relation to the kidnapping of **VULINDLELA MBOTOLI** on 12 April 1991 at or near Johannesburg;

(ii) **PETRUS JOHANNES RUDOLPH** (identity number 3706205081085), in respect of public violence committed on 9 August 1991 at or near Ventersdorp; and

(iii) **EUGENE NEY TERRE'BLANCHE** (date of birth 31 January 1944), in respect of-

(aa) the act of crimen injuria committed against **PROFF VAN JAARSVELD**; and

(bb) malicious injury to property belonging to the University of South Africa,

committed on 28 March 1979 in Pretoria; and

(cc) illegal possession of arms and ammunition committed in or near Ventersdorp in or about 1982; and

(dd) public violence committed on 9 August 1991 at or near Ventersdorp;

(w) on 17 June 1999 to-

(i) The late **HAROLD SNYMAN** (identity number 2804235032086) in respect of conspiring and ordering the abduction and murder of **SIPHO CHARLES HASHE**, **QAQAWULI GODOLOZI** and **CHAMPION GALELA**, committed on or about 8 and 9 May 1985 at Port Elizabeth and Cradock; and

(ii) **KIMPANI PETER MOGOAI** (identity number 4804215560088), in respect of-

(aa) the abduction of **SIPHO CHARLES HASHE**, **QAQAWULI GODOLOZI** and **CHAMPION GALELA**; and

(bb) assault on **SIPHO CHARLES HASHE** and **QAQAWULI GODOLOZI**;

committed on or about 8 and 9 May 1985 at Port Elizabeth and Cradock.

PROKLAMASIE**KOMMISSIE VIR WAARHEID EN VERSOENING:
KOMITEE OOR AMNESTIE****No. R. 125, 1999****PROKLAMASIE KRAGTENS ARTIKEL 20 VAN DIE WET OP DIE BEVORDERING
VAN NASIONALE EENHEID EN VERSOENING, 1995
(WET NO. 34 OF 1995)**

Daar word hierby kennis gegee dat amnestie ingevolge Artikel 20(1) van die Wet op die Bevordering van Nasionale Eenheid en Versoening, 1995 (Wet No. 34 van 1995) soos volg verleen is:

(a) op 26 April 1999 aan-

- (i) **IAN NDIBULELE NDZAMELA** (identiteitsnommer 6312236025089); en
- (ii) **PUMZILE MAYAPI** (identiteitsnommer 5609085082082),

ten opsigte van-

- (aa) twee aanklagte van moord; en
- (bb) een aanklag van terrorisme,

gepleeg op 18 April 1986 te of naby die Wild Coast Casino, Mzamba;

(b) op 4 Mei 1999 aan-

- (i) **LERATO ABEL KHOTLE** (geboortedatum 14 Desember 1971), ten opsigte van-

- (aa) alle misdrywe wat spruit uit die aanval op twee dorpshuise, gepleeg aan die begin of ongeveer die begin van Desember 1992 in Ficksburg;
- (bb) enige misdryf wat spruit uit die aanval op die huis geleë te Veldstraat 143, Ficksburg, en 'n nabygeleë huis, op 10 Desember 1992; en
- (cc) enige misdryf wat spruit uit die skietery wat gepleeg is op 10 Desember 1992 op die Ficksburg-verbypad;

- (ii) **PHILA MARTIN DOLO** (geboortedatum 21 November 1968), ten opsigte van-

- (aa) enige misdryf wat spruit uit die aanval op die huis geleë te Veldstraat 143, Ficksburg, en 'n nabygeleë huis, op 10 Desember 1992;
 - (bb) die poging tot moord op sersant OTTO COETZEE in 'n skietery, gepleeg op 10 Desember 1992 op die Ficksburg-verbypad en enige ander misdryf wat spruit uit genoemde skietery; en
 - (cc) die moord op Mev. LEONIE PRETORIUS op 19 Desember 1992, gepleeg gedurende die aanval op die plaas Danside en enige ander misdryf wat spruit uit genoemde aanval; en
 - (iii) **LUVUYO KENNETH KULMAN** (geboortedatum 10 September 1972), ten opsigte van alle misdrywe wat vloei uit die aanval op dorpshuise in Ficksburg, gepleeg aan die begin of ongeveer die begin van Desember 1992:
- (c) op 5 Mei 1999 aan-
- (i) **HARRY SIMON JARDINE** (identiteitsnommer 5408235001088);
 - (ii) **ANDREW HOWELL** (identiteitsnommer 5610235118008); en
 - (iii) **MORTON JOHN STUART CHRISTIE** (identiteitsnommer 6307205245080),
- ten opsigte van-
- (aa) die sameswering om die Seychelles Restaurant, die kantore van die ANC en die NP te beskadig;
 - (bb) die oortreding van artikel 6 van die Wet op Ontplofbare Stowwe, 1956 (Wet No. 26 van 1956), deur onwettig in besit te wees van plofstowwe;
 - (cc) die oortreding van artikel 54(3) van die Wet op Binnelandse Veiligheid, 1982 (Wet No. 74 van 1982), deur onwettige plofstowwe te vervaardig en deur onwettig in besit daarvan te wees,
- gepleeg gedurende Februarie 1994 te of naby Port Shepstone;
- (d) op 14 Mei 1999 aan **LOUIE NKULULEKO DLOVA** (identiteitsnommer 6211285660087), ten opsigte van-
- (i) die onwettige binnekoms in die Republiek van Suid Afrika gepleeg in of ongeveer Julie 1988;

- (ii) die onwettige besit van vuurwapens, ammunisie en plofstowwe in of ongeveer dieselfde tydperk en enige ander oortreding wat daaruit spruit; en
 - (iii) die poging tot moord van 'n onbekende getal lede van die Suid Afrikaanse Polisiemag, gepleeg in of ongeveer Julie 1988 te of naby Lichtenburg;
- (e) op 21 Mei 1999 aan **DIEDERICK JACOBUS VORSTER** (identiteitsnommer 5702015138007) ten opsigte van-
- (i) die moord op ABRAM MOKOLANE, SAMUEL MASILELA, SEPO SIBANYONI, JEREMIA MFUDI, THOMAS PHIRI, JEREMIA MAKBULA, MORRIS NKABINDE, MATTHEW KEKUTLE, STEPHEN MAKENNA en ELLIOTT SASAGE;
 - (ii) skending van die liggame van die oorledenes;
 - (iii) brandstigting en/of die kwaadwillige beskadiging van eiendom;
 - (iv) die oortreding van artikels 2, 28, 29 en 39 van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75 van 1969);
 - (v) die oortreding van artikel 2 van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);
 - (vi) die oortreding van artikels 3, 4, 5, 6, 9 en 27 van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956); en
 - (vii) enige ander geldige of verwante uitspraak wat op dieselfde feite gegrond kan wees en wat met dieselfde oortredings verband hou, gepleeg op of ongeveer 26 Junie 1986 te of naby Nietverdiend in die distrik Thabazimbi;
- (f) op 21 Mei 1999 aan **ABRAHAM JOHANNES MOUTON JOUBERT** (identiteitsnommer 4302195122003), ten opsigte van-
- (i) die moord op ABRAM MOKOLANE, SAMUEL MASILELA, SEPO SIBANYONI, JEREMIA MFUDI, THOMAS PHIRI, JEREMIA MAKBULA, MORRIS NKABINDE, MATTHEW KEKUTLE, STEPHEN MAKENNA en ELLIOTT SASAGE;
 - (ii) skending van die liggame van die oorledenes;
 - (iii) brandstigting en/of die kwaadwillige beskadiging van eiendom;
 - (iv) die oortreding van artikels 2, 28, 29 en 39 van die Wet op Wapens en

Ammunisie, 1969 (Wet No. 75 van 1969);

- (v) die oortreding van artikel 2 van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);
- (vi) die oortreding van artikels 3, 4, 5, 6, 9 en 27 van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956);
- (vii) enige ander geldige of verwante uitspraak wat op dieselfde feite gegrond kan wees en wat met dieselfde oortredings verband hou,

gepleeg op of ongeveer 26 Junie 1986 te of naby Nietverdiend in die distrik van Thabazimbi; en

- (viii) die moord op dr en mev RIBEIRO en die volgende oortredings wat daarmee verband hou;
- (ix) enige daad as 'n begunstiger ten opsigte van bogenoemde moorde, insluitende regsverdeling; en
- (x) kwaadwillige beskadiging van eiendom,

gepleeg op of ongeveer 1 Desember 1986 te of naby Mamelodi; en

- (xi) die moord op PIET NTULI en die volgende oortredings wat daarmee verband hou::
- (xii) die kwaadwillige beskadiging van eiendom;
- (xiii) die oortreding van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75 van 1969);
- (xiv) die oortreding van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);
- (xv) die oortreding van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956); en
- (xvi) enige daad as begunstiger ten opsigte van bogenoemde moorde, insluitende regsverdeling,

gepleeg gedurende of ongeveer Julie 1986 te of naby Kwa-Mhlanga, KwaNdebele;

- (g) op 21 Mei 1999 aan **ABRAM CHRISTOFFEL KENDALL** (identiteitsnommer 4808025041007), ten opsigte van-

- (i) sy rol as begunstiger by die moord op PIET NTULI;
- (ii) kwaadwillige beskadiging van eiendom;
- (iii) oortreding van Wet No. 75 van 1969, Wet No. 71 van 1968 en Wet No. 26 van 1956 vir sover as wat die oortredings direk verband hou met bogenoemde moorde, insluitende regsverdeling, en

- (iv) regsverdeling en enige ander misdryf wat direk verband hou met bogenoemde insident, insluitend die van begunstiger na die daad, gepleeg tydens of ongeveer Julie 1986 te of naby Kwa-Mhlanga, KwaNdebele;
- (h) op 21 Mei 1999 aan **CHARL NAUDE** (identiteitsnommer 4812065079083), ten opsigte van-
 - (i) die moord op ABRAM MOKOLANE, SAMUEL MASILELA, SEPO SIBANYONI, JEREMIA MFUDI, THOMAS PHIRI, JEREMIA MAKBULA, MORRIS NKABINDE, MATTHEW KEKUTLE, STEPHEN MAKENNA en ELLIOTT SASAGE;
 - (ii) skending van die liggame van die oorledenes;
 - (iii) brandstigting en/of kwaadwillige beskadiging van eiendom;
 - (iv) die oortreding van artikels 2, 28, 29 en 39 van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75 van 1969);
 - (v) die oortreding van artikel 2 van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);
 - (vi) die oortreding van artikels 3, 4, 5, 6, 9 en 27 van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956); en
 - (vii) enige ander geldige of verwante uitspraak wat gebaseer kan wees op dieselfde oortredings, gepleeg op of ongeveer 26 Junie 1986 te of naby Nietverdiend in die distrik van Thabazimbi;
 - (viii) die moord op dr. en mev. RIBEIRO;
 - (ix) enige daad ter voorbereiding, aanstigting, hulpverlening of aanmoediging van bogenoemde moorde;
 - (x) enige daad as begunstiger betreffende bogenoemde moorde insluitende regsverdeling; en
 - (xi) kwaadwillige beskadiging van eiendom, gepleeg op of ongeveer 1 Desember 1986 te of naby Mamelodi;
- (i) op 21 Mei 1999 aan **TREVOR IAN FLOYD** (identiteitsnommer 4707115100009), ten opsigte van-
 - (i) die moord op PIET NTULI en die volgende misdade in verband daarmee;
 - (ii) kwaadwillige beskadiging van eiendom;
 - (iii) regsverdeling;

- (iv) oortreding van artikels 2, 28, 29, 32, 36 en 39 van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75 van 1969);
- (v) oortreding van artikel 2 van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1986); en
- (vi) oortreding van artikels 3, 4, 5, 6, 9 en 27 van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956),

gepleeg gedurende of ongeveer Julie 1986 te of naby Kwa-Mhlanga, KwaNdebele;

- (j) op 21 Mei 1999 aan **PIETER JOHAN VERSTER** (identiteitsnommer 4504305069004), ten opsigte van-

- (i) enige dade ter voorbereiding, sameswering, hulpverlening of aanmoediging en as 'n begunstiger betreffende die moorde op die tien mans bekend as die Nietverdiend Tien te of naby Nietverdiend, gepleeg op of ongeveer 26 Junie 1986 in die distrik Thabazimbi, die moorde op dr en mev. RIBEIRO, gepleeg gedurende of ongeveer Desember 1986 in Mamelodi en die moord op PIET NTULI, gepleeg gedurende Julie 1986 in KwaNdebele; en
- (ii) enige ander oortreding wat direk gekoppel word en direk verband hou met die feite en bekend gemaak word in die aansoeker se aansoek en getuienis betreffende bogenoemde moorde insluitende regsverdeling, die gebruik van plofstof en die kwaadwillige beskadiging van eiendom;

- (k) op 21 Mei 1999 aan **JACOB JAN HENDRIK VAN JAARVELD** (identiteitsnommer 5804205183007), ten opsigte van-

- (i) enige dade van voorbereiding, sameswering, hulpverlening en as 'n begunstiger betreffende die moorde op dr. en mev. RIBEIRO; en
- (ii) enige ander misdryf wat direk gekoppel word aan en bekend gemaak word in die aansoeker se aansoek en verband hou met die moorde op dr. en mev. RIBEIRO insluitende regsverdeling,

gepleeg gedurende of ongeveer Desember 1986 te of naby Mamelodi;

- (iii) die moord op PIET NTULI en die volgende misdrywe wat daarmee verband hou;
- (iv) die kwaadwillige beskadiging van eiendom;
- (v) die oortreding van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75 van 1969);

- (vi) die oortreding van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);
 - (vii) die oortreding van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956);
 - (viii) enige daad ter voorbereiding, sameswering, hulpverlening of aanmoediging in bogenoemde moord; en
 - (ix) enige daad as begunstiger ten opsigte van bogenoemde moorde, insluitende regsverydeling, gepleeg gedurende of ongeveer Julie 1986 te of naby KwaMhlanga, KwaNdebele;
- (l) op 21 Mei 1999 aan-
- (i) **WIKUS JOHANNES LOOTS** (identiteitsnommer 4001095049007); en
 - (ii) **PHILIP RUDOLF CRAUSE** (identiteitsnommer 4505265010003),
- ten opsigte van-
- (aa) die moord op **ABRAM MOKOLANE, SAMUEL MASILELA, SEPO SIBANYONI, JEREMIA MFUDI, THOMAS PHIRI, JEREMIA MAKBULA, MORRIS NKABINDE, MATTHEW KEKUTLE, STEPHEN MAKENNA en ELLIOTT SASAGE;**
 - (bb) skending van die liggame van die oorledenes;
 - (cc) brandstigting en/of kwaadwillige beskadiging van eiendom;
 - (dd) die oortreding van artikels 2, 28, 29 en 39 van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75 van 1969);
 - (ee) die oortreding van artikel 2 van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);
 - (ff) die oortreding van artikels 3, 4, 5, 6, 9 en 27 van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956); en
 - (gg) enige ander geldige of verwante uitspraak gebaseer op dieselfde feite en wat met dieselfde oortredings verband hou, gepleeg op of ongeveer 26 Junie 1986 te of naby Nietverdiend in die distrik van Thabazimbi;
- (m) op 21 Mei 1999 aan -
- (i) **DEON GOUWS** (identiteitsnommer 6101205037005); en
 - (ii) **STEPHANUS ADRIAAN OOSTHUIZEN** (identiteitsnommer 5603095107009),
- ten opsigte van-
- (aa) die moord op **PIET NTULI** en die volgende oortredings wat

daarmee verband hou;

(bb) kwaadwillige beskadiging van eiendom;

(cc) oortreding van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75 van 1969);

(dd) die oortreding van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);

(ee) die oortreding van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956);

(ff) enige daad van voorbereiding, sameswering, hulpverlening of aanmoediging in bogenoemde moord; en

(gg) enige daad as begunstiger ten opsigte van bogenoemde moorde, insluitende regsverdeling,

gepleeg gedurende of ongeveer Julie 1986 te of naby Kwa-Mhlanga, KwaNdebele;

(n) op 21 Mei 1999 aan **COENRAAD VLIETSTRA** (identiteitsnommer 5209045017003), ten opsigte van-

(i) die moorde op dr. en mev. RIBEIRO en die volgende oortredings wat hiermee verband hou;

(ii) die kwaadwillige beskadiging van eiendom;

(iii) die oortreding van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75 van 1969);

(iv) die oortreding van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);

(v) die oortreding van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956); en

(vi) enige daad van voorbereiding, sameswering, hulpverlening en aanmoediging in bogenoemde moord,

gepleeg gedurende of ongeveer Desember 1986 te of naby Mamelodi;

(o) op 21 Mei 1999 aan **NOEL JAMES ROBEY** (identiteitsnommer 5202155205005), ten opsigte van-

(i) die moorde op dr. en mev. RIBEIRO en die volgende oortredings wat hiermee verband hou;

(ii) die kwaadwillige beskadiging van eiendom;

(iii) die oortreding van die Wet op Wapens en Ammunisie, 1969 (Wet No. 75

van 1969);

(iv) die oortreding van die Wet op Gevaarlike Wapens, 1968 (Wet No. 71 van 1968);

(v) die oortreding van die Wet op Plofstowwe, 1956 (Wet No. 26 van 1956);

(vi) enige daad van voorbereiding, sameswering, hulpverlening en aanmoediging in bogenoemde moord; en

(vii) enige daad as begunstiger ten opsigte van bogenoemde moorde, insluitende regsverdeling,

gepleeg gedurende of ongeveer Desember 1986 te of naby Mamelodi;

(p) op 25 Mei 1999 aan-

(i) **NHLANHLA KNOWLEDGE MTHABELA** (geboortedatum 26 Augustus 1972), ten opsigte van die onwettige besit van 'n vuurwapen en ammunisie;

(ii) **ZUKILE HOYA** (identiteitsnommer 7211065644086), ten opsigte van die onwettige besit van 'n handgranaat;

(iii) **AHMED MOHAMED KATHRADA** (identiteitsnommer 2908215156086), ten opsigte van sabotasie waarvoor hy in 1964 in die Rivonia -verhoor gevonnissen is; en

(iv) **EBRAHIM PATEL** (identiteitsnommer 5002165103053), ten opsigte van meened gepleeg in die geval van "*Die Staat vs Donald Mattera*" in 1977;

(q) op 31 Mei 1999 aan -

(i) **RODNEY LAWRENCE WILKINSON** (identiteitsnommer 4904085116183); en

(ii) **HEATHER GRAY** (tans **WILKINSON**) (identiteitsnommer 5706050089082),

ten opsigte van 'n daad van sabotasie gepleeg op of ongeveer 18 Desember 1982 te of naby die Koeberg Kragstasie;

(r) op 1 Junie 1999 aan **MZOLISI BIGMAN MHLAKAZA** (identiteitsnommer 6609155839089), ten opsigte van-

(i) die moord op **JOSEPH MTHUNZI**;

(ii) aanranding met die opset om ernstig te beseer; en

(iii) kwaadwillige beskadiging van eiendom,

gepleeg gedurende Julie 1991 te of naby Klieptown (hoenderplaas) Gauteng;

(s) op 1 Junie 1999 aan-

- (i) **MXOLISI DUMA** (geboortedatum 4 Augustus 1969), ten opsigte van-
 - (aa) die moord op 'n onbepaalde getal ongeïdentifiseerde lede van die Suid - Afrikaanse Polisie;
 - (bb) die onwettige besit van 'n ongelisensiëerde vuurwapen; en
 - (cc) die onwettige besit van ammunisie,

gepleeg te of naby Johannesburg op 9 November 1990;

- (ii) **ZAKHELE JAN SIMELANE** (geboortedatum 10 Julie 1966), ten opsigte van-
 - (aa) die roof van 'n motorvoertuig op 23 Desember 1991 te of naby Nigel;
 - (bb) die roof van 'n motorvoertuig en 'n bank gepleeg op 1 Februarie 1992; en
 - (cc) die roof van 'n motorvoertuig en 'n tak van Volkskas Bank gepleeg op 10 Februarie 1992 te of naby Heidelberg;
- (iii) (aa) **BAFO GIFT NGQUNGE** (identiteitsnommer 7108215798087);
- (bb) **MTHETHELELI CROSBY KOLELA** (identiteitsnommer 6303255650089); en
- (cc) **MABITANA MANI** (identiteitsnommer 6004255747087),

ten opsigte van-

- (A) sameswering om wapens en ammunisie te steel;
- (B) sameswering om MXOLISI NGQOLOZANA te vermoor; en
- (C) enige oortreding van Wet 75 van 1969, wat spruit uit die onwettige besit van handgranate, twee F1's, een RGD 5, een Stechkin pistool en twee gelaaide ammunisiemagasyne,

gepleeg op of ongeveer 31 Oktober 1992 te of naby Thembeni-lokasie, naby King William's Town;

- (iv) **MAZWI MAGREBISI MKUKWANA** (identiteitsnommer 5202145823081), ten opsigte van-
 - (aa) die moord op 'n onbekende persoon;
 - (bb) twee aanklagte van poging tot moord van onbekende persone; en
 - (cc) die onwettige besit van 'n vuurwapen en ammunisie,

gepleeg gedurende die tydperk 23 Junie 1991 en 26 Junie 1991 te of naby Ethafeni Hostel in Kempton Park;

- (v) **JUSTICE BEKEBEKE** (identiteitsnommer 6107265726080), ten opsigte van die moord op LUCAS TSHENDO SETHWALA, gepleeg op 13 November 1985 in Pabellelo Woonbuurt, Upington;

(t) op 8 Junie 1999 aan-

- (i) **DAVID SOLOMON SIMELANE** (identiteitsnommer 3602245224084); en

- (ii) **EPHRAIM CHRISTOPHER SHINGANE MNISI** (identiteitsnommer 5612245883084),

ten opsigte van-

- (aa) die moord op 'n manspersoon "DISCO", gepleeg op of ongeveer 31 Desember 1981 te of naby SS Eenheid Mamelodi; en

- (bb) die moord op FILIPOS MATLHERI SELEPE 'n lid van die Sekuriteitstak van die destydse SAP,

gepleeg gedurende of ongeveer November 1983 te of naby Mamelodi;

(u) op 11 Junie 1999 aan-

- (i) **DENNIS FELAMANDLA GUMEDE** (identiteitsnommer 6702155694081), ten opsigte van-

- (aa) die moord op BHEKUMUZI HAMILTON ZONDI; en

- (bb) die onwettige besit van 'n vuurwapen en ammunisie,

gepleeg op of ongeveer 18 Julie 1991 te of naby Greytown;

- (ii) **CYRIL BONGANI THUSI** (geboortedatum 9 April 1971), ten opsigte van-

- (aa) die moord op SIYABONGA DUMA;

- (bb) die poging tot moord op QONDENI DUMA;

- (cc) die poging tot moord op ZANDILE DUMA;

- (dd) die poging tot moord op BAFIKILE DUMA;

- (ee) die poging tot moord op GERTRUDE DUMA;

- (ff) die poging tot moord op STINKI NOBUHLE DUMA;

- (gg) die poging tot moord op NINGI LIVERENCE NGCOBO;

- (hh) die moord op MCHOYO SALATIELE GWAMANDA ZONDI;

- (ii) die moord op MCUSHWA NIVARD MSOMI; en

- (jj) die moord op PICKUP JOHN PHOSWA,

gepleeg op 23 Junie 1991 te of naby Ndalen, Richmond; en

- (kk) die moord op CHARLES BASI;
- (ll) die moord op LEON THOMPSON;
- (mm) die moord op NTELEZI MNCUBE;
- (nn) die poging tot moord op PAULUS FRANS PHUNGULA;
- (oo) die poging tot moord op MPIYEZWE ISAAC MBANJWA;
- (pp) die poging tot moord op DUMISANI MTOLO;
- (qq) die poging tot moord op DUMISANI KUNENE; en
- (rr) die poging tot moord op THEMBA MCHUNU,

gepleeg op 23 Junie 1991 te of naby Magwazini, Richmond; en

- (ss) die moord op PRINCE PETRUS ZULU;
- (tt) die poging tot moord op mev ZULU;
- (uu) die poging tot moord op me. ZULU,

gepleeg gedurende 1993 te of naby Ulundi;

(iii) **PRINCE KHONI KHWELA** (geboortedatum 10 Augustus 1970), ten opsigte van-

- (aa) die moord op HERBERT LANGALETHU MYANDU;
- (bb) die moord op JABULANI KHANYILE;
- (cc) die moord op DAVID MNYANDU;
- (dd) die moord op SILHENDIWE SHANGE;
- (ee) die moord op SIBONGISENI GOODWILL SHEZI;
- (ff) die moord op MBUSI KHUZWAYO;
- (gg) die moord op BONGINKOSI KHWELA;
- (hh) die moord op CHRISTOPHER XOLANI GCINA CELE;
- (ii) die moord op NYASA MKHIZE;
- (jj) die poging tot moord op SITHEMBISO NICHOLAS SHANGE;
- (kk) die poging tot moord op SIBONELO SHANGE; en
- (ll) die poging tot moord op NTANTUZA SITHELELE MKHIZE,

gepleeg op of ongeveer 18 Augustus 1992 te of naby Mpusheni Reservaat;

(v) op 14 Junie 1999 aan-

- (i) **RAINER MARIA MORINGER** (geboortedatum 8 September 1942), ten opsigte van enige misdryf of onregmatige daad wat gepleeg kon gewees het betreffende die ontvoering van VULINDLELA MBOTOLI op 12 April 1991 te of naby Johannesburg;

(ii) **PETRUS JOHANNES RUDOLPH** (identiteitsnommer 3706205081085), ten opsigte van openbare geweld gepleeg op 9 Augustus 1991 te of naby Ventersdorp; en

(iii) **EUGENE NEY TERRE'BLANCHE** (geboortedatum 31 Januarie 1944), ten opsigte van-

(aa) die daad van crimen injuria gepleeg teen prof F VAN JAARSVELD; en

(bb) opsetlike beskadiging aan eiendom wat aan die Universiteit van Suid Afrika behoort,

gepleeg op 28 Maart 1979 in Pretoria; en

(cc) die onwettige besit van vuurwapens en ammunisie, gepleeg te of naby Ventersdorp in of ongeveer 1982; en

(dd) openbare geweld, gepleeg op 9 Augustus 1991 te of naby Ventersdorp;

(w) op 17 Junie 1999 aan-

(i) wyle **HAROLD SNYMAN** (identiteitsnommer 2804235032086), ten opsigte van sameswering en die opdrag vir die ontvoering en moord op SIPHO CHARLES HASHE, QAAWULI GODOLOZI en CHAMPION GALELA, gepleeg op of ongeveer 8 en 9 Mei 1985 te Port Elizabeth en Cradock; en

(ii) **KIMPANI PETER MOGOAI** (identiteitsnommer 4804215560088) ten opsigte van -

(aa) die ontvoering van SIPHO CHARLES HASHE, QAAWULI GODOLOZI en CHAMPION GALELA; en

(bb) die aanranding op SIPHO CHARLES HASHE en QAAWULI GODOLOZI;

gepleeg op of ongeveer 8 en 9 Mei 1985 te Port Elizabeth en Cradock.

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1426

3 December 1999

LABOUR RELATIONS ACT, 1995

FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY, GREATER NORTHERN REGION (FBUICB GNR): EXTENSION OF MAIN COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the Furniture, Bedding and Upholstery Industry Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 13 December 1999 and for the period ending 30 June 2000.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1426

3 Desember 1999

WET OP ARBEIDSVERHOUDINGE, 1995

MEUBEL-, BEDDEGOED EN STOFFERINGSNYWERHEID BEDINGINGSRAAD, GROTER NOORDELIKE STREEK: UITBREIDING VAN KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Wysigingsooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Meubel-, Beddegoed- en Stofferingsnywerheid Bedingingsraad, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie nywerheid met ingang van 31 Desember 1999, en vir die tydperk wat op 30 Junie 2000 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE

FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL GREATER NORTHERN REGION

COLLECTIVE AGREEMENT

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

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association (TFBUMA)

and

Curtain Makers' and Allied Products Association (CMAPA)

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

National Union of Furniture and Allied Workers of South Africa (NUFAWSA)

and

Paper, Printing, Wood and Allied Workers' Union (PPWAWU)

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

being the parties to the Furniture, Bedding & Upholstery Industry Bargaining Council, Greater Northern Region, to amend the Collective Agreement published under Government Notice No. R. 278 of 5 March 1999, as extended and amended by Government Notices Nos. R. 578 of 7 May 1999, R. 746 of 11 June 1999, and R. 1272 of 29 October 1999.

CHAPTER 1**1. SCOPE OF APPLICATION**

1.1 The terms of this Agreement shall be observed in the Furniture, Bedding and Upholstery Industry, Greater Northern Region—

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged or employed in the Furniture, Bedding and Upholstery Industry, respectively;

1.1.2 in the Province of the Transvaal as it existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and in the Magisterial District of Vryburg as it was constituted at 24 June 1960.

1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement shall—

1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;

1.2.2 apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or any contracts entered into or any conditions fixed thereunder; and

1.2.3 be subject to the provisions of the Determination by the Court, dated 30 October 1984, in the matter between the Industrial Councils for the Furniture and Bedding Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal and Natal, and the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1.3 The following provisions shall not apply to non parties: Clause 1.1.1, and clause 2 of Chapter 1 and clause 7.2.5 of Chapter 2.

2. PERIOD OF OPERATION OF AMENDING AGREEMENT

This Amending Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 July 1999 and in respect of the non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 30 June 2000.

3. TABLE OF CONTENTS

Insert the following clause numbers in the table of contents:

3.1 "7.15 Pro forma fixed-term contract of employment—ANNEXURE A".

3.2 "7.16 Pro forma indefinite-period contract of employment—ANNEXURE B".

3.3 "7.17 Pro forma certificate of service—ANNEXURE C".

4. CLAUSE 4: DEFINITIONS

In clause 4, substitute the following definition for the definition of "casual employee":

"casual employee" means an employee who is employed by the same employer for not more than three days in any one month: (to be remunerated at the hourly rate applicable for the grade of work plus 15%);

5. CLAUSE 6: REGISTRATION OF EMPLOYERS

In clause 6.8 substitute the expression "five" for the expression "ten".

6. CLAUSE 7.8: TERMINATION OF EMPLOYMENT

Substitute the following for clause 7.8.1:

"7.8.1 Notice periods

The notice periods applicable to both employers and employees in the Industry will be as follows:

- During two-month probationary period—one hour's notice.
- Up to one year's employment (probationary period included)—one week's notice.
- More than one year of employment (probationary period included)—two weeks' notice.

These notice periods are applicable provided that this shall not affect the right of an employer or employee to terminate a contract of service without any notice for any cause recognised by law as sufficient."

7. CLAUSE 7.11: NEW ENTRANTS

Substitute the following for clause 7.11:

"7.11.1 New entrants

A new entrant, excluding a Grade IV employee in the Furniture and Bedding sectors, who enters the Industry for the first time from the date on which this Agreement comes into operation, or thereafter, shall be remunerated at not less than the minimum rate specified for that grade in the Agreement prior to the date on which this Agreement comes into operation, for a period of 26 weeks and thereafter the weekly remuneration of the said new entrant shall be increased to the minimum rate specified for the grade in this Agreement or when a new wage increase comes into operation, whichever date is the earlier.

7.11.2 A new entrant Grade IV employee in the Furniture and Bedding sectors may be paid not less than R308,00 per week for a maximum period of 26 weeks. Thereafter the provisions of clause 7.11.1 shall apply."

8. CLAUSE 7: TERMS OF EMPLOYMENT

Include the following clauses after clause 7.14:

"7.15 Pro forma fixed-term contract of employment—ANNEXURE A

7.15.1 An employer who intends to employ an employee for a fixed period of employment, shall enter into a written fixed-term contract of employment with the employee. A copy of the contract must be forwarded to the Council for registration by the Council.

7.15.2 The employer shall advise the employee and the Council, in writing, whenever there is a change to any of the terms and conditions of the contract.

7.15.3 The period of the contract may only be extended under such terms and conditions determined by the Council.

7.15.4 The employer shall give the employee and the Council two weeks prior written notification of the date of termination of the contract.

"7.16 Pro forma indefinite-period contract of employment—ANNEXURE B

7.16.1 An employer who employs five or more employees shall enter into a contract of employment with each employee.

7.16.2 The employer shall notify the employee, in writing, whenever there is a change to any of the terms and conditions of the contract. The notification of change shall form an addendum to the contract.

"7.17 Pro forma certificate of service—ANNEXURE C

Every employer shall issue an employee with a certificate of service on termination of the employee's contract of employment."

9. SUBCLAUSE 8.2: TEMPORARY EMPLOYMENT SERVICES AND/OR HIRE OF LABOUR

Substitute the following for clause 8.2:

"8.2 Temporary employment services and/or hire of labour

8.2.1 The temporary employment service and the employer will be jointly and severally liable if the temporary employment service, in respect of any of its employees, contravenes any of the provisions of the Agreement.

8.2.2 A temporary employment service which supplies labour shall remunerate its employees at not less than R630,00 each per week. All the provisions of the Collective Agreement shall *mutatis mutandis* apply."

10. CLAUSE 10: HOLIDAY BONUS FUND

Substitute the following for clause 10.3:

"10.3 Holiday Bonus Fund moneys shall be paid to employees between 7 December and 13 December of each year: Provided that payment of the Holiday Bonus Fund moneys shall be paid to any employee two months after the termination of the employee's contract of employment."

11. CLAUSE 11.10: PAYMENT OF SHIFT ALLOWANCE

In clause 11.10, substitute the expression "15" for the expression "17.5".

CHAPTER 2**12. CLAUSE 7.2: THE FURNITURE AND BEDDING WORKS' SICK BENEFIT SOCIETY, GREATER NORTHERN REGION**

Add the following clause 7.2.5:

"7.2.5 Contributions: Hospitalisation and Emergency Services Benefit

A weekly amount from the employees' and employers' contributions to the Provident Fund will be diverted to the Sick Benefit Society as is actuarially determined from time to time."

13. CLAUSE 11: PAYMENT OF CONTRIBUTIONS AND SUBSCRIPTIONS

Substitute the following for clause 11:

"11.1 Every employer shall forward monthly the contributions and/or subscriptions specified in Schedule 1 to this Agreement, together with return(s) in the form(s) specified by the Council from time to time, to the Council to reach the Secretary not later than the 10th day of the month following the month during which the member's deductions were required to be made. Interest on late payment will be charged at 2% per month. The return(s) must be certified by the employer or an authorised representative as true and correct.

11.2 If, in any particular month, no employees are employed, a NIL return, duly signed by the employer or the authorised representative, must be submitted to the Council."

14. CHAPTER 4

Substitute the following for Schedule 2:

"SCHEDULE 2**SPECIFIED MINIMUM WAGES, SUBSISTANCE ALLOWANCES AND TAXABLE WEEKLY ALLOWANCES**

Sector	Grades and Categories	Wage Category	Specified minimum wage rate as from the date of coming into operation of the agreement for the period ending 30/06/2000	Minimum weekly increase from the date of coming into operation of the agreement for the period ending 30/06/2000	Taxable allowance payable as from the date of coming into operation of the agreement for the period ending 30/06/2000
Furniture	Grade I	A	540,33 per week	Nil	35,00 per week
	Grade II	B	531,83 per week	Nil	35,00 per week
	Grade III	C	501,62 per week	Nil	35,00 per week
	Grade IV	D	477,56 per week	Nil	35,00 per week
	Grade IV (A)	E	480,50 per week	Nil	35,00 per week
	Foreman/Supervisor	F	588,87 per week	Nil	35,00 per week
	Chargehand	G	572,69 per week	Nil	35,00 per week
	Grade IV Chargehand	H	494,08 per week	Nil	35,00 per week
Bedding	Grade I	A	540,33 per week	Nil	35,00 per week
	Grade I (A)	B	531,83 per week	Nil	35,00 per week
	Grade II	I	521,58 per week	Nil	35,00 per week
	Grade III	C	501,62 per week	Nil	35,00 per week
	Grade III (A)	J	496,12 per week	Nil	35,00 per week
	Grade IV	D	477,56 per week	Nil	35,00 per week
	Grade IV (A)	E	480,50 per week	Nil	35,00 per week
	Foreman/Supervisor	F	588,87 per week	Nil	35,00 per week
	Chargehand	G	572,69 per week	Nil	35,00 per week
	Grade IV Chargehand	H	494,08 per week	Nil	35,00 per week

Sector	Grades and Categories	Wage Category	Specified minimum wage rate as from the date of coming into operation of the agreement for the period ending 30/06/2000	Minimum weekly increase from the date of coming into operation of the agreement for the period ending 30/06/2000	Taxable allowance payable as from the date of coming into operation of the agreement for the period ending 30/06/2000
Curtains	Grade I	K	527,50 per week	Nil	25,00 per week
	Grade II (A)	L	483,06 per week	Nil	25,00 per week
	Grade II (B)	M	472,06 per week	Nil	25,00 per week
	Grade III (A)	N	449,62 per week	Nil	25,00 per week
	Grade III (B)	O	438,62 per week	Nil	25,00 per week
	Grade IV (A)	P	417,50 per week	Nil	25,00 per week
	Grade IV (B)	Q	406,50 per week	Nil	25,00 per week
	Grade IV	R	375,70 per week	Nil	25,00 per week
Drivers	Vehicles under 3 tons	S	491,35 per week	Nil	35,00 per week
	Vehicles 3 tons to 5 tons	T	498,38 per week	Nil	35,00 per week
	Vehicles 5 tons to 7 tons	U	506,25 per week	Nil	35,00 per week
	Vehicles over 7 tons	V	514,07 per week	Nil	35,00 per week
	Other vehicles	W	478,23 per week	Nil	35,00 per week
	Subsistence allowance	X	32,70 per night	2,30 per night	35,00 per week
Apprentices	Indentured	Y	489,77 per week	Nil	35,00 per week
	Passed stage 1	Z	506,12 per week	Nil	35,00 per week
	Passed stage 2	AA	519,74 per week	Nil	35,00 per week
	Passed stage 3	AB	533,37 per week	Nil	35,00 per week
	Passed stage 4	AC	546,99 per week	Nil	35,00 per week
	Passed stage 5	AD	560,62 per week	Nil	35,00 per week
	Stage passed	AE	12,50 per week	Nil	35,00 per week

This amending Agreement signed at Johannesburg on this 1st day of July 1999.

R. CORNICK

Chairman of the Council

E. NKOSI

Vice-Chairman of the Council

W. A. JANSE VAN RENSBURG

General Secretary of the Council

15: Include the following Annexures after Schedule 2:

ANNEXURE A

PRO FORMA

THE SERVICE CONTRACT

(Fixed-term contract of employment)

It is hereby agreed that a fixed-term contract be entered into between

Address

(hereinafter referred to as THE EMPLOYER)

AND

ID Number

(hereinafter referred to as THE EMPLOYEE)

NOW THEREFORE THE PARTIES HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS:**1. JOB TITLE AND DUTIES**

The EMPLOYEE shall be employed as a and shall perform the job functions as specified in clause/s of Chapter 4 of the Bargaining Council's Collective Agreement.

The EMPLOYEE shall be expected to satisfactorily carry out all the tasks and duties normally associated with the position. The EMPLOYEE agrees and undertakes to obey all reasonable and lawful orders and instructions, which may be given by any person employed by the EMPLOYER who is in a managerial or supervisory position. The EMPLOYEE confirms that he/she is capable and competent to perform the duties for which he/she has been employed, and that he/she has the necessary skills and knowledge to perform competently and to the satisfaction of the EMPLOYER.

2. COMMENCEMENT DATE

The EMPLOYEE shall commence his/her employment on and shall terminate such employment on / on completion of the contract/project or phase of the contract/project, in which event the employment period will not exceed the time for the completion of the contract/project/phase.

2.1 CONTRACT/PROJECT/PHASE

2.2 ESTIMATED TIME OF COMPLETION

As agreed, your employment will not continue after the date mentioned above. You have specifically been informed that you should have no expectation of your contract being extended or in any way reviewed after this date. The maximum period of this fixed-term contract may not exceed a period of SIX MONTHS.

3. NOTIFICATION OF TERMINATION OF THE CONTRACT

Subject to item 4 of this Contract, the EMPLOYER shall give the EMPLOYEE at least two weeks' notice, in writing, of the termination date of this Contract. A copy will be sent to the Council.

4. EXTENSION OF THE CONTRACT

This Contract may only be extended by the parties subject to the terms and conditions determined by the Council.

5. PROBATIONARY PERIOD

The EMPLOYEE is appointed on a probationary period of two months from the date of commencement of employment. During this period the EMPLOYER will evaluate the EMPLOYEE'S performance, skill, conduct, compatibility and knowledge of the job functions. Any failure by the EMPLOYEE to comply or meet with the above conditions or standards during or at the conclusion of the probationary period shall be sufficient reason for the EMPLOYER to terminate the EMPLOYEE'S services by giving the EMPLOYEE one hour's notice.

6. REMUNERATION

The EMPLOYEE'S basic salary/wage shall be R per month/week and payment shall be made monthly/weekly in arrears. Payment of the EMPLOYEE'S salary/wage shall be made either in cash/cheque or be paid into the EMPLOYEE'S account at a financial institution of his/her choice.

7. INCREASES

The EMPLOYEE shall be entitled to any increase stipulated by the Bargaining Council's Collective Agreement during the contract period.

8. HOURS OF WORK

The EMPLOYEE'S ordinary hours of work shall be hours per day, and shall be from to on Mondays to Thursdays, from to on Fridays, and from to on Saturdays.

The EMPLOYEE shall be entitled to the following breaks during any one day:

- (i)
- (ii)
- (iii)

The EMPLOYEE agrees to a minute lunch break.

9. SHIFT WORK

The EMPLOYEE may be required to work shifts and be paid as specified in clause 7.4 and 11.10 of Chapter 1 of the Bargaining Council's Collective Agreement.

10. OVERTIME

The EMPLOYEE agrees to work additional hours of overtime whenever required by the EMPLOYER owing to operational requirements during the week, over weekends and/or during public holidays at the request of the EMPLOYER, subject to 24 hours' notice to him/her. It is also agreed that in the event of an emergency it shall be compulsory for the EMPLOYEE to work emergency overtime without any notice.

Remuneration for overtime worked will be as specified in clause 11.7 of Chapter 1 of the Bargaining Council's Collective Agreement. It is agreed that the EMPLOYEE will not be expected to work more than three hours' overtime on any day to a maximum of ten hours per week.

11. PUBLIC HOLIDAYS

The public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays, except where a public holiday falls on a day which is not a normal working day. The provisions of clause 7.5 and payment for work performed on a public holiday specified in clause 11.8 of Chapter 1 of the Bargaining Council's Collective Agreement, are applicable.

When a public holiday falls on a Sunday, the following Monday shall be a paid holiday. The EMPLOYEE shall not be entitled to payment of any public holidays during strikes or a lock-out. The EMPLOYEE shall be entitled to payment of any public holiday during any period of absence owing to illness, injury or during annual closure or any period of paid leave.

12. SICK LEAVE

12.1 The EMPLOYEE shall be entitled to one day's paid sick leave for every 26 days worked.

12.2 The EMPLOYEE shall notify the EMPLOYER as soon as possible but not later than the first day of any illness that he/she will be absent from work, owing to such illness or injury.

12.3 When illness continues for more than two consecutive working days, the EMPLOYEE must submit a medical certificate from a registered medical practitioner.

13. FAMILY RESPONSIBILITY LEAVE

The provisions of clause 7.14 of Chapter 1 of the Bargaining Council's Collective Agreement shall apply.

14. AUTHORISED DEDUCTIONS

The EMPLOYER shall be authorised to make any deductions prescribed by any Act and as prescribed in terms of the Bargaining Council's Collective Agreement.

Monthly returns to be submitted to the Council must clearly record that the employee is a "short-term contract worker".

15. REGISTRATION OF THE CONTRACT

15.1 The EMPLOYER shall furnish a copy of this Contract, signed by the parties, to the Bargaining Council.

The Bargaining Council shall register this Contract and the EMPLOYER shall be informed of the contract reference number.

15.2 The EMPLOYER shall inform the Council in writing of the termination date of this Contract as per Item 3.

16. GENERAL**16.1 SAFETY, HEALTH AND SECURITY**

The EMPLOYEE agrees to observe and obey all safety, health and security rules and regulations as prescribed by the EMPLOYER.

16.2 DISCIPLINARY CODE AND GRIEVANCE PROSEDURE

The EMPLOYEE agrees to comply with the EMPLOYER'S Disciplinary Code and Grievance Prosedure, as amended from time to time.

16.3 BARGAINING COUNCIL REGISTRATION

16.3.1 The EMPLOYER is registered with the FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY, BARGAINING COUNCIL, GREATER NORTHERN REGION.

16.3.2 Address of the Bargaining Council

The address of the Bargaining Council is: Third Floor, Meubelsentrum
 111 Kerk Street (corner Mooi Street)
 JOHANNESBURG, 2000
 Phone (011) 333-0770
 Fax (011) 333-2492

16.3.3 The Parties agree that all the terms and conditions of employment are either—

- Specified in this Contract; or
- those conditions of employment not specified shall be in terms of the EMPLOYER'S rules, regulations and procedures and the Bargaining Council's Collective Agreement, and that in the event that the Employment Contract, the Bargaining Council's Collective Agreement and the EMPLOYER'S rules, regulations and procedures are silent on any specified point, the relevant sections of the Labour Relations, 1995, or the Basic Conditions of Employment Act, 1997, shall apply.

17. AVAILABILITY OF DOCUMENTS

Any documents mentioned in this Contract are available for scrutiny by the EMPLOYEE from the EMPLOYER.

This Contract shall be the entire contract between the parties and no variation, alteration and/or addition shall be of any force or effect unless reduced to writing and signed by both parties, subject to the approval of the Bargaining Council.

Signed at on this day of 19/20.....

EMPLOYEE Interpreter

WITNESSES: 1 2

EMPLOYER

WITNESSES: 1 2

NOTE: A COPY OF THIS CONTRACT MUST BE FORWARDED TO THE BARGAINING COUNCIL.

FOR USE OF THE COUNCIL**REGISTRATION**

This Contract has been registered by the Council under Reference Number

Dated

PRINT NAME

Signed for and on behalf of FURNITURE, BEDDING & UPHOLSTERY BARGAINING COUNCIL, GREATER NORTHERN REGION.

ANNEXURE B**PRO FORMA****CONTRACT OF EMPLOYMENT**

(Indefinite period)

It is hereby agreed that a contract be entered into between

.....
 Address

.....
 (hereinafter referred to as THE EMPLOYER)

AND

.....
 ID Number

.....
 (hereinafter referred to as THE EMPLOYEE)

NOW THEREFORE THE PARTIES HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS:**1. JOB TITLE AND DUTIES**

The EMPLOYEE shall be employed as a and shall perform the job functions as specified in clause(s) of Chapter 4 of the Bargaining Council's Collective Agreement.

The EMPLOYEE shall be expected to satisfactorily carry out all the tasks and duties normally associated with the position. The EMPLOYEE agrees and undertakes to obey all reasonable and lawful orders and instructions, which may be given by any person employed by the EMPLOYER who is in a managerial or supervisory position. The EMPLOYEE confirms that he/she is capable and competent to perform the duties for which he/she has been employed, and that he/she has the necessary skills and knowledge to perform competently and to the satisfaction of the EMPLOYER. It is expressly agreed by the EMPLOYEE that should the work as set out in the job description be unavailable, he/she will be prepared to perform any other suitable work which falls within his/her abilities: Provided that such work shall be without loss of remuneration.

2. COMMENCEMENT DATE

The EMPLOYEE has commenced/will commence employment on

3. PROBATIONARY PERIOD

The EMPLOYEE is appointed on a probationary period of two months from the date of commencement of employment. During this period the EMPLOYER will evaluate the EMPLOYEE'S performance, skill, conduct, compatibility and knowledge of the job functions. Any failure by the EMPLOYEE to comply or meet with the above conditions or standards during or at the conclusion of the probationary period shall be sufficient reason for the EMPLOYER to terminate the EMPLOYEE'S services by giving the EMPLOYEE one hour's notice.

4. REMUNERATION

The EMPLOYEE'S basic salary/wage shall be R per month/week and payment shall be made monthly/weekly in arrears. Payment of the EMPLOYEE'S salary/wage shall be made either in cash/cheque or be paid into the EMPLOYEE'S account at a financial institution of his/her choice.

5. INCREASES

Future increases shall be based on the EMPLOYEE'S individual performance as well as on the overall financial performance of the EMPLOYER'S undertaking during the preceding financial year. Such granting of increases (when applicable) shall be entirely at the discretion of the EMPLOYER. The EMPLOYEE agrees that any increases granted in terms of this clause may be set off against any wage increase that may become due and payable according to any wage regulating measure or collective agreement.

6. ANNUAL BONUS

The EMPLOYER may pay to the EMPLOYEE an annual bonus at the end of each calendar year, subject to the EMPLOYEE being in the employ of the EMPLOYER at that time, the performance of the EMPLOYEE and the EMPLOYER'S financial standing. No bonus shall be paid if the EMPLOYEE'S employment is terminated prior to the end of the calendar year. All bonuses shall be paid at the EMPLOYER'S discretion.

7. HOURS OF WORK

The EMPLOYEE'S ordinary hours of work shall be hours per day, and shall be from to on Mondays to Thursdays, from to on Fridays, and from to on Saturdays.

The EMPLOYEE shall be entitled to the following breaks during any one day:

- (i)
- (ii)
- (iii)

The EMPLOYEE agrees to a minute lunch break.

8. SHIFT WORK

The EMPLOYEE may be required to work shifts and be paid as specified in clause 7.4 and 11.10 of Chapter 1 of the Bargaining Council's Collective Agreement.

9. OVERTIME

The EMPLOYEE agrees to work additional hours of overtime whenever required by the EMPLOYER owing to operational requirements during the week, over weekends and/or during public holidays at the request of the EMPLOYER, subject to 24 hours' notice to him/her. It is also agreed that in the event of an emergency it will be compulsory for the EMPLOYEE to work emergency overtime without any notice.

Remuneration for overtime worked will be as specified in clause 11.7 of Chapter 1 of the Bargaining Council's Collective Agreement. Except where the Bargaining Council has granted an exemption, it is agreed that the EMPLOYEE shall not be expected to work more than three hours' overtime on any day to a maximum of ten hours per week.

10. PUBLIC HOLIDAYS

The public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays, except where a public holiday falls on a day which is not a normal working day. The provisions of clause 7.5 and payment for work performed on a public holiday specified in clause 11.8 of Chapter 1 of the Bargaining Council's Collective Agreement, are applicable.

When one of the public holidays falls on a Sunday, the following Monday shall be a paid public holiday. The EMPLOYEE shall not be entitled to payment of any public holidays during strikes or a lock-out. The EMPLOYEE shall be entitled to payment of any public holiday during any period of absence owing to illness, or during the annual closure or any period of paid leave.

11. ANNUAL LEAVE

The EMPLOYEE shall be entitled to 15 working days' paid vacation leave at the end of each year of employment. Such leave shall be taken in accordance with the prescribed leave rules and regulations and at a time agreed to by the EMPLOYER at his/her discretion. The EMPLOYEE may be required to take such leave during the annual shut-down period as determined by the Bargaining Council.

12. SICK LEAVE

12.1 An EMPLOYEE who is not a member of the Furniture and Bedding Workers' Sick Benefit Society shall be entitled to payment for sick leave as specified in clause 7.7 of Chapter 1 of the Council's Collective Agreement.

12.2 The EMPLOYEE shall notify the EMPLOYER as soon as possible but not later than the first day of any illness that he/she shall be absent from work, owing to such illness.

12.3 When illness continues for more than two consecutive working days, the EMPLOYEE must submit a medical certificate from a registered medical practitioner.

13. MATERNITY LEAVE

The provisions of clause 7.13 of Chapter 1 of the Bargaining Council's Collective Agreement shall apply.

14. FAMILY RESPONSIBILITY LEAVE

The provisions of clause 7.14 of Chapter 1 of the Bargaining Council's Collective Agreement shall apply.

15. AUTHORISED DEDUCTIONS

The EMPLOYER shall be authorised to make any deductions prescribed by any Act and as prescribed in terms of the Bargaining Council's Collective Agreement.

16. TERMINATION OF EMPLOYMENT

The EMPLOYEE'S contract of employment may be terminated in terms of clause 7.8 of Chapter 1 of the Bargaining Council's Collective Agreement or section 37 of Chapter V of the Basic Conditions of Employment Act, whichever is applicable.

17. DATE OF RETIREMENT

17.1 The EMPLOYEE shall retire at the age of 65 years, or as otherwise agreed in writing.

17.2 Continued employment after the age of 65 years shall be at the EMPLOYER'S discretion under such terms and conditions determined by the EMPLOYER.

18. GENERAL

18.1 SAFETY, HEALTH AND SECURITY

The EMPLOYEE agrees to observe and obey all safety, health and security rules and regulations prescribed by the EMPLOYER.

18.2 DISCIPLINARY CODE AND GRIEVANCE PROCEDURE

The EMPLOYEE agrees to comply with the EMPLOYER'S Disciplinary Code and Grievance Procedure, as amended from time to time.

19.3 REGISTRATION

19.3.1 The EMPLOYER is registered with the FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY, BARGAINING COUNCIL, GREATER NORTHERN REGION.

19.3.2 Address of the Bargaining Council

The address of the Bargaining Council is: Third Floor, Meubelsentrum
111 Kerk Street (corner Mooi Street)
JOHANNESBURG, 2000
Phone (011) 333-0770
Fax (011) 333-2492

19.3.3 The parties agree that all the terms and conditions of employment are either—

- Specified in this Contract; or
- those conditions of employment not specified shall be in terms of the EMPLOYER'S rules, regulations and procedures and the Bargaining Council's Collective Agreement, and that in the event that the Employment Contract, the Bargaining Council's Collective Agreement and the EMPLOYER'S rules, regulations and procedures are silent on any specified point, the relevant sections of the Labour Relations Act, 1995, or the Basic Conditions of Employment Act, 1997, shall apply.

20. AVAILABILITY OF DOCUMENTS

Any documents mentioned in this Contract are available for scrutiny by the EMPLOYEE from the EMPLOYER.

This Contract shall be the entire contract between the parties and no variation, alteration and/or addition shall be of any force or effect unless reduced to writing and signed by both parties.

Signed at on this day of 19/20.....

EMPLOYEE..... Interpreter

WITNESSES: 1 2

EMPLOYER

WITNESSES: 1 2

PRO FORMA**CERTIFICATE OF SERVICE**

I,

(name and designation of person)

of

.....
(full name of employer)

address

.....
in the Furniture, Bedding and Upholstery Industry, Greater Northern Region,

declare that

.....
(full name of employee)

.....
(ID No)

was in employment
 from until
 as

.....
 (type of work/occupation)

any other information

On termination of service this employee was earning: R
(amounts in words)

per hour per day per week per fortnight per month per year

.....
 Employer's signature

.....
 Date

NOTES

1. The reason for termination of employment must be given only if requested by the employee.
2. This is only a model and not a prescribed form. Completing a document on another form containing the same information is sufficient compliance with the Collective Agreement.

No. R. 1427

3 December 1999

MANPOWER TRAINING ACT, 1981 (READ WITH SCHEDULE 2, SECTION 4 (5) OF
 THE SKILLS DEVELOPMENT ACT, 1986)

METAL ENGINEERING INDUSTRIES EDUCATION AND TRAINING BOARD: AMENDMENT OF CONDITIONS OF APPRENTICESHIP

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, acting in terms of section 13 of the Manpower Training Act, 1981 (read with Schedule 2, section 4 (5) of the Skills Development Act, 1986), hereby amend, with effect from the date of publication of this Notice, Government Notices No's. R. 313 of 26 July 1991, R.2269 of 20 September 1999, R.3077 of 20 December 1991, R.873 of 6 May 1994, R.2193 of 15 December 1994 and R.1229 of 18 August 1995, by the substitution of clause 4 of the conditions of Apprenticeship with regard to wages of the following clause:

"4 An employer, **excluding Government**, shall remunerate an apprentice weekly in accordance with the wages for apprentice's as prescribed by the Bargaining Council agreement for the Metal and Engineering Industry."

M. M. S. MDLADLANA

Minister of Labour

No. R. 1440

3 December 1999

LABOUR RELATIONS ACT, 1995

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE: EXTENSION OF MAIN COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry of the Eastern Cape and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry in the areas specified in clause 1 (1) (b) of the said agreement, with effect from 13 December 1999 and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 1440

3 Desember 1999

WET OP ARBEIDSVERHOUDINGE, 1995

**MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE: UITBREIDING VAN HOOF KOLLEKTIEWE
WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Wysigingsooreenkoms wat in die Bylae hiervan verskyn en wat in die Meubelnywerheidsbedingingsraad, Oostelike Kaapprovinsie, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, in die gebiede gespesifiseer in klousule 1 (1) (b) met ingang van 31 Desember 1999, en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

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

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

Midland Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Bargaining Council for the Furniture Manufacturing Industry of the Eastern Cape Province.

PART I**PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREA COVERED BY THE AGREEMENT
UNLESS THE CONTRARY IS STATED****1. SCOPE OF APPLICATION OF AGREEMENT**

1.1 The terms of this Agreement shall be observed in the Furniture Manufacturing Industry—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed respectively in the said Industry;
- (b) within the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (C.P.), Murraysburg, Noupoot, Pearston, Richmond (C.P.), (including that portion of the Magisterial District of Victoria West which, prior to 29 January 1962 (Government Notice No. 165 of 29 January 1982), fell within the Magisterial District of Richmond (C.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore.

1.2 (a) The purpose of the Agreement shall be to recognise the level of skill of every employee, to provide opportunities for his further progress and to establish levels of remuneration and other conditions of employment for employees without in any way restricting entrepreneurial initiative and employment opportunities.

(b) Where an employer or an employee can satisfy the Council that any of the provisions of this Agreement are restricting entrepreneurial initiative and/or employment opportunities, such employer or employee may apply to the Council for exemption from those specific provisions and the Council may grant such exemption.

1.3 Clauses 1.1 (a), 1.2 (b) and 2 of Part I of the Agreement shall not apply to Employers and Employees who are not members of the Employers' Organisation and Trade Union respectively.

2. PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall come into operation—

- (a) in respect of the parties to this Agreement, on the date of signature;
- (b) in respect of non-parties 10 days after the date of Publication in the *Gazette*.

2.2 This Agreement shall remain in force until 30 June 2005.

3. CLAUSE 6: HOURS OF WORK

Insert these additional subclauses:

- “6.1.1.4.1 The working of Stand-by Hours in Area A will be restricted to Mondays, Tuesdays, Wednesdays and Thursdays.
- 6.1.1.4.2 A Stand-by Hour can be worked on a Friday in Area B following consultation with the affected employees.
- 6.1.1.4.3 Notice must be given by all employers in all areas of the intention to work a Stand-by Hour before lunch/time on the day the Stand-by Hour is to be worked.”

4. CLAUSE 7.3: MATERNITY LEAVE

Substitute the following for clause 7.3:

7.3 Maternity leave:

- 7.3.1 An employee is entitled to at least four consecutive months' maternity leave.
- 7.3.2 An employee may commence maternity leave—
 - 7.3.2.1 at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - 7.3.2.2 on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 7.3.3 No employee may work for six weeks after the birth of her child, unless a medical practitioner or a midwife certifies that she is fit to do so.
- 7.3.4 An employee who as a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee has commenced maternity leave at the time of the miscarriage or stillbirth.
- 7.3.5 An employee must notify the employer in writing, unless the employee is unable to do so of the date on which the employee intends to—
 - 7.3.5.1 commence maternity leave; and
 - 7.3.5.2 return to work after maternity leave.
- 7.3.6 Notification in terms of subclause 7.3.5 must be given—
 - 7.3.6.1 at least four weeks before the employee intends to commence maternity leave; or
 - 7.3.6.2 if it is not reasonably practicable to do so, as soon as it is reasonably practicable.
- 7.3.7 The payment of maternity leave benefits will be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966.”

4. CLAUSE 7.5: COMPASSIONATE LEAVE

Substitute the following for clause 7.5:

“7.5 Family Responsibility Leave:

- 7.5.1 This clause applies to an employee—
 - 7.5.1.1 who has been in employment with an employer for longer than four months; and
 - 7.5.1.2 who works for at least four days a week for that employer.
- 7.5.2 An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take—
 - 7.5.2.1 when the employee's child is born;
 - 7.5.2.2 when the employee's child is sick; or
 - 7.5.2.3 in the event of the death of—
 - 7.5.2.3.1 the employee's spouse or life partner; or
 - 7.5.2.3.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 7.5.3 Subject to clause 7.5.5 an employer must pay an employee for a day's family responsibility leave—
 - 7.5.3.1 the wage the employee would ordinarily have received for work on that day; and
 - 7.5.3.2 on the employee's usual pay day.
- 7.5.4 An employee may take family responsibility leave in respect of a whole or a part of a day.
- 7.5.5 Before paying an employee's leave in terms of this clause, an employer may require reasonable proof of an event contemplated in 7.5.1 for which the leave was required.
- 7.5.6 an employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.”

PART II: WAGES**6. CLAUSE 1: JOURNEYMEN**

- (1) Substitute the figure "12,51" for the figure "11,77".
- (2) Substitute the figure "11,48" for the figure "10,80".

7. CLAUSE 2 GRADE 2A + B + C + D: OPERATORS

- (1) Substitute the figure "10,66" for the figure "10,03".
- (2) Substitute the figure "9,79" for the figure "9,21".
- (3) Substitute the figure "9,76" for the figure "9,19".
- (4) Substitute the figure "8,99" for the figure "8,46".
- (5) Substitute the figure "9,70" for the figure "9,13".
- (6) Substitute the figure "8,89" for the figure "8,37".
- (7) Substitute the figure "9,12" for the figure "8,58".
- (8) Substitute the figure "8,39" for the figure "7,90".

8. CLAUSE 3 GRADE 3: GENERAL ASSISTANTS

- (1) Substitute the figure "9,12" for the figure "8,58".
- (2) Substitute the figure "8,39" for the figure "7,90".
- (3) Substitute the figure "6,85" for the figure "6,45".
- (4) Substitute the figure "6,30" for the figure "5,93".

9. CLAUSE 4 GRADE 4: NEW ENTRANTS

- (1) Substitute the figure "4,19" for the figure "3,94".
- (2) Substitute the figure "4,07" for the figure "3,83".
- (3) Substitute the figure "4,57" for the figure "4,30".
- (4) Substitute the figure "4,44" for the figure "4,18".

10. CLAUSE 5: CASUALS

- (1) Substitute the figure "3,81" for the figure "3,59".
- (2) Substitute the figure "3,71" for the figure "3,49".

Signed at Port Elizabeth this 10th day of August 1999.

C. HOULIE

National Union of Furniture and Allied Worker's of South Africa

P. GERBER

Midland Furniture Manufacturers' Association

M. HEMSLEY

Secretary

**DEPARTEMENT OF MINERALS AND ENERGY
DEPARTEMENT VAN MINERALE EN ENERGIE**

No. R. 1454

3 December 1999

MINES AND WORKS ACT, 1956 (ACT No. 27 of 1956)

DECLARATION OF WORK IN NATIONAL INTEREST

Under section 9 (1) (f) of Mines and Works Act, 1956 (Act No. 27 of 1956), I, Phumzile Mlambo-Ngcuka, Minister of Minerals and Energy, hereby declare that in my opinion the performance on Sunday of all work necessary and incidental to normal production of gold and the development of access ways to payable ore reserves, at the mine known as Anglogold TauTona, in the Magisterial District of Oberholzer in the Province of Gauteng, is necessary in the national interest for 19 December 1999.

P. MLAMBO-NGCUKA

Minister of Minerals and Energy

SOUTH AFRICAN REVENUE SERVICE SUID-AFRIKAANSE INKOMSTEDIENS

No. R. 1441

3 December 1999

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/1017)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

T. A. MANUEL

Minister of Finance

SCHEDULE

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Anno- tations
76.04, 76.05, 76.06, 76.07 and 76.08 "76.04			By the substitution for headings Nos. 76.04, 76.05, 76.06, 76.07 and 76.08 of the following: Aluminium bars, rods and profiles			
	7604.10		- Of aluminium, not alloyed:			
	.35	0	-- Bars and rods, of a maximum cross-sectional dimension not exceeding 160 mm	kg	5%	
	.65	2	-- Profiles, of a maximum cross-sectional dimension not exceeding 370 mm	kg	5%	
	.90	3	-- Other	kg	free	
	7604.2		- Of aluminium alloys:			
	7604.21		-- Hollow profiles:			
	.15	7	--- Of a maximum outside cross-sectional dimension not exceeding 370 mm	kg	5%	
	.90	4	--- Other	kg	free	
	7604.29		-- Other:			
	.15	8	--- Bars and rods, of a maximum cross-sectional dimension exceeding 7,5 mm but not exceeding 160 mm	kg	5%	

Head= ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Anno= tations
76.05	.65	4	--- Profiles, of a maximum cross-sectional dimension not exceeding 370 mm	kg	5%	
	.90	5	--- Other	kg	free	
	7605.1		Aluminium wire:			
	7605.11		- Of aluminium, not alloyed:			
			-- Of which the maximum cross-sectional dimension exceeds 7 mm:			
	.05	9	--- Circular, in coils without spools, of a mass exceeding 800 kg/coil	kg	5%	
	.80	6	--- Other, of a mass exceeding 20 kg/coil	kg	5%	
	.90	3	--- Other	kg	free	
	7605.19		-- Other:			
	.05	5	--- Circular, in coils without spools, of a mass exceeding 800 kg/coil	kg	5%	
	.80	7	--- Other, of a mass exceeding 20 kg/coil	kg	5%	
	.90	4	--- Other	kg	free	
	7605.2		- Of aluminium alloys:			
	7605.21		-- Of which the maximum cross-sectional dimension exceeds 7 mm:			
	.05	3	--- Circular, in coils without spools, of a mass exceeding 800 kg/coil, of a cross-sectional dimension of 9,5 mm or more but not exceeding 14,6 mm, containing, by mass, more than 0,3 per cent of magnesium	kg	free	
	.70	3	--- Other, circular, in coils without spools, of a mass not exceeding 800 kg/coil	kg	5%	

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Anno- tations
76.06	.80	0	--- Other, of a mass exceeding 20 kg/coil	kg	5%	
	.90	8	--- Other	kg	free	
	7605.29		-- Other:			
	.05	4	--- Circular, in coils without spools, of a mass exceeding 800 kg/coil	kg	5%	
	.80	1	--- Other, of a mass exceeding 20 kg/coil	kg	5%	
	.90	9	--- Other	kg	free	
			Aluminium plates, sheets and strip, of a thickness exceeding 0,2 mm:			
	7606.1		- Rectangular (including square):			
	7606.11		-- Of aluminium, not alloyed:			
	.07	9	--- Containing, by mass, not more than 99,9 per cent of aluminium, laminated or coated on one or on both sides with paint, enamel or plastics [excluding non-slip flooring with patterns in relief (tread plate)]	kg	13%	
	.17	6	--- Containing, by mass, not more than 99,9 per cent of aluminium, not coated or covered with paint, enamel or plastics [excluding non-slip flooring with patterns in relief (tread plate) and those which are perforated]	kg	13%	
	.90	7	--- Other	kg	free	

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Anno- tations
	7606.12		-- Of aluminium alloys:			
	.07	5	--- Coated or covered on one or on both sides with paint, enamel or plastics, of a thickness exceeding 0,25 mm and a width exceeding 100 mm [excluding non-slip flooring with patterns in relief (tread plate) and those which are perforated]	kg	13%	
	.17	2	--- Not coated or covered with paint, enamel or plastics [excluding non-slip flooring with patterns in relief (tread plate), those which are perforated, and those containing by mass more than 0,5 of copper, 6 per cent of magnesium or 4 per cent of silicon]	kg	13%	
	.90	3	--- Other	kg	free	
	7606.9		- Other:			
	7606.91		-- Of aluminium, not alloyed:			
	.07	5	--- Containing, by mass, not more than 99,9 per cent of aluminium, coated or covered on one or both sides with paint, enamel or plastics [excluding non-slip flooring with patterns in relief (tread plate) and those which are perforated]	kg	13%	
	.17	2	--- Containing, by mass, not more than 99,9 per cent of aluminium, not coated or covered with paint, enamel or plastics [excluding non-slip flooring with patterns in relief (tread plate) and those which are perforated]	kg	13%	
	.90	3	--- Other	kg	free	

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Anno- tations
76.07	7606.92		-- Of aluminium alloys:			
	.07	1	--- Coated or covered on one or on both sides with paint, enamel or plastics, of a thickness exceeding 0,25 mm and a width exceeding 100 mm [excluding non-slip flooring with patterns in relief (tread plate) and those which are perforated]	kg	13%	
	.17	9	--- Containing, by mass, not more than 99,9 per cent of aluminium, not coated or covered with paint, enamel or plastics [excluding non-slip flooring with patterns in relief (tread plate) and those which are perforated]	kg	13%	
	.90	1	--- Other	kg	free	
			Aluminium foil (whether or not printed or backed with paper, paperboard, plastics or similar backing materials) of a thickness (excluding any backing) not exceeding 0,2 mm:			
	7607.1		- Not backed:			
	7607.11	5	-- Rolled but not further worked	kg	13%	
	7607.19		-- Other:			
	.10	3	--- Etched, of a width not exceeding 105 mm	kg	free	
	.25	1	--- Other, self-adhesive, coated with glass microspheres	kg	free	
	.90	1	--- Other	kg	13%	

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Anno- tations
76.08	7607.20		- Backed:			
	.20	8	-- Unprinted, of a thickness of 0,1 mm or more but not exceeding 0,15 mm and a width not exceeding 40 mm, lacquered on one side only (excluding that laminated to paper or plastics and reinforced with glass or sisal fibre)	kg	free	
	.25	9	-- Other, self-adhesive, coated with glass microspheres	kg	free	
	.90	9	--- Other:	kg	13%	
			Aluminium tubes and pipes:			
	7608.10	2	- Of aluminium, not alloyed	kg	5%	
	7608.20		- Of aluminium alloys:			
76.12	.15	5	-- Of an outside cross-sectional dimension not exceeding 230 mm	kg	5%	
	.90	2	-- Other	kg	free"	
			By the substitution for subheading No. 7612.90.40 of the following:			
	"40	9	-- Cans of a capacity not exceeding 500 ml	kg	10%"	

No. R. 1441

3 Desember 1999

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/1017)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

T. A. MANUEL

Minister van Finansies

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Anno- tasies
76.04, 76.05, 76.06, 76.07 en 76.08			Deur poste Nos. 76.04, 76.05, 76.06, 76.07 en 76.08 deur die volgende te vervang:			
*76.04			Aluminiumstawe, -stange en -pro- fiele:			
	7604.10		- Van aluminium, nie geleger nie:			
	.35	0	-- Stawe en stange, met 'n maksimum dwarsdeursnee-afmeting van hoogstens 160 mm	kg	5%	
	.65	2	-- Profiele, met 'n maksimum dwarsdeursnee-afmeting van hoogstens 370 mm	kg	5%	
	.90	3	-- Ander	kg	vry	
	7604.2		- Van aluminiumlegerings:			
	7604.21		-- Hol profiele:			
	.15	7	--- Met 'n maksimum buitedwars- deursnee-afmeting van hoogstens 370 mm	kg	5%	
	.90	4	--- Ander	kg	vry	
	7604.29		-- Ander:			
	.15	8	--- Stawe en stange, met 'n maksimum dwarsdeursnee-afmeting van meer as 7,5 mm maar hoogstens 160 mm	kg	5%	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
76.05	.65	4	--- Profiele, met 'n maksimum dwarsdeursnee-afmeting van hoogstens 370 mm	kg	5%	
	.90	5	--- Ander	kg	vry	
			Aluminiumdraad:			
	7605.1		- Van aluminium, nie gelegeer nie:			
	7605.11		-- Waarvan die maksimum dwarsdeursnee-afmeting 7 mm oorskry:			
	.05	9	--- Sirkelvormig, in rolle sonder spoele, met 'n massa van meer as 800 kg/rol	kg	5%	
	.80	6	--- Ander, met 'n massa van meer as 20 kg/rol	kg	5%	
	.90	3	--- Ander	kg	vry	
	7605.19		-- Ander:			
	.05	5	--- Sirkelvormig, in rolle sonder spoele, met 'n massa van meer as 800 kg/rol	kg	5%	
	.80	7	--- Ander, met 'n massa van meer as 20 kg/rol	kg	5%	
	.90	4	--- Ander	kg	vry	
	7605.2		- Van aluminiumlegerings:			
	7605.21		-- Waarvan die maksimum dwarsdeursnee-afmeting 7 mm oorskry:			
	.05	3	--- Sirkelvormig, in rolle sonder spoele, met 'n massa van meer as 800 kg/rol, met 'n dwarsdeursnee-afmeting van minstens 9,5 mm maar hoogstens 14,6 mm, wat, volgens massa, meer as 0,3 persent magnesium bevat	kg	vry	
	.70	3	--- Ander, sirkelvormig, in rolle sonder spoele, met 'n massa van hoogstens 800 kg/rol	kg	5%	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Anno- tasies
76.06	.80	0	--- Ander, met 'n massa van meer as 20 kg/rol	kg	5%	
	.90	8	--- Ander	kg	vry	
	7605.29		-- Ander:			
	.05	4	--- Sirkelvormig, in rolle sonder spoele, met 'n massa van meer as 800 kg/rol	kg	5%	
	.80	1	--- Ander, met 'n massa van meer as 20 kg/rol	kg	5%	
	.90	9	--- Ander	kg	vry	
			Aluminiumplate, -fynplate en -band, met 'n dikte van meer as 0,2 mm:			
	7606.1		- Reghoekig (met inbegrip van vierkantig):			
	7606.11		-- Van aluminium, nie gelegeer nie:			
	.07	9	--- Wat, volgens massa, nie meer as 99,9 persent aluminium bevat nie, gelamineer of bestryk aan een of beide kante met verf, emalje of plastieke [uitgesonderd glyvaste bevloering met patrone wat verhewe is (treeplaat)]	kg	13%	
	.17	6	--- Wat, volgens massa, nie meer as 99,9 persent aluminium bevat nie, nie bestryk of bedek met verf of emalje of plastieke nie [uitgesonderd glyvaste bevloering met patrone wat verhewe is (treeplaat) en dié wat geperforeer is]	kg	13%	
	.90	7	--- Ander	kg	vry	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Anno= tasies
	7606.12		-- Van aluminiumlegerings:			
	.07	5	--- Bestryk of bedek aan een of beide kante met verf, emalje of plastieke [uitgesonderd glyvaste bevloering met patrone wat verhewe is (treeplaat) en dié wat geperforeer is]	kg	13%	
	.17	2	--- Nie bestryk of bedek met verf, emalje of plastieke nie [uitgesonderd glyvaste bevloering met patrone wat verhewe is (treeplaat) en dié wat geperforeer is, en wat, volgens massa, nie meer as 0,5 persent koper, 6 persent magnesium of 4 persent silikon bevat nie]	kg	13%	
	.90	3	--- Ander	kg	vry	
	7606.9		- Ander:			
	7606.91		-- Van aluminium, nie geleger nie:			
	.07	5	--- Wat, volgens massa, nie meer as 99,9 persent aluminium bevat nie, bestryk of bedek aan een of beide kante met verf, emalje of plastieke [uitgesonderd glyvaste bevloering met patrone wat verhewe is (treeplaat) en dié wat geperforeer is]	kg	13%	
	.17	2	--- Wat, volgens massa, nie meer as 99,9 persent aluminium bevat nie, nie bestryk of bedek met verf, emalje of plastieke nie [uitgesonderd glyvaste bevloering met patrone wat verhewe is (treeplaat) en dié wat geperforeer is]	kg	13%	
	.90	3	--- Ander	kg	vry	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skala van Reg	Anno-tasies
76.07	7606.92	1	-- Van aluminiumlegerings: --- Bestryk of bedek aan een of aan beide kante met verf, emalje of plastieke, met 'n dikte van meer as 0,25 mm en 'n wydte van meer as 100 mm [uitgesonderd glyvaste bevloering met patrone wat verhewe is (treeplaat) en die wat geperforeer is]	kg	13%	
	.17	9	--- Wat, volgens massa, nie meer as 99,9 persent aluminium bevat nie, nie bestryk of bedek met verf, emalje of plastieke nie [uitgesonderd glyvaste bevloering met patrone wat verhewe is (treeplaat) en die wat geperforeer is]	kg	13%	
	.90	1	--- Ander	kg	VTY	
	7607.1		- Sonder rugkant: -- Gewas maar nie verder bewerk nie	kg	13%	
	7607.11	5	-- Gewas maar nie verder bewerk nie	kg		
	7607.19		-- Ander:			
	.10	3	--- Geëts, maar nie verder bewerk nie	kg	VTY	
	.25	1	--- Ander, selfklewend, met glasmiikrostere bestryk	kg	VTY	
	.90	1	--- Ander	kg	13%	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Anno= tasies
76.08	7607.20		- Met rugkant:			
	.20	8	-- Onbedruk, met 'n dikte van minstens 0,1 mm maar hoogstens 0,15 mm en 'n wydte van hoogstens 40 mm, slegs aan een kant verlak (uitgesonderd daardie wat aan papier of plastieke gelamelleer en met glas- of sisalvesel versterk is)	kg	vry	
	.25	9	-- Ander, selfklewend, met glasmikrosfere bestryk	kg	vry	
	.90	9	-- Ander	kg	13%	
			Aluminiumbuisse en -pype:			
	7608.10	2	- Van aluminium, nie geleger nie	kg	5%	
	7608.20		- Van aluminiumlegerings:			
76.12	.15	5	-- Met 'n buitewarsdeursnee-afmeting van hoogstens 230 mm	kg	5%	
	.90	2	-- Ander	kg	vry	
			Deur subpos No. 7612.90.40 deur die volgende te vervang:			
	*.40	9	-- Blikke met 'n inhoudsvermoë van hoogstens 500 ml	kg	10%	

No. R. 1442

3 December 1999

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT TO SCHEDULE No. 1 (No. 1/1/1018)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended, with retrospective effect to 1 January 1999, to the extent set out in the Schedule hereto.

T. A. MANUEL

Minister of Finance

SCHEDULE

Head= ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Anno- tations
82.04			By the insertion after subheading No. 8204.12 of the following:			
	"8204.20		- Interchangeable spanner sockets, with or without handles:			
	.40	2	-- With a drive of 9 mm or more but not exceeding 21 mm	kg	20%	
	.90	9	-- Other	kg	free"	

No. R. 1442

3 Desember 1999

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/1018)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Januarie 1999, in die mate in die Bylae hierby aangetoon.

T. A. MANUEL

Minister van Finansies

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Anno- tasies
82.04			Deur na subpos No. 8204.12 die volgende in te voeg:			
	"8204.20		- Verwisselbare aandryfsokke, met of sonder handvatsels:			
	.40	2	-- Met 'n meenemer van minstens 9 mm maar hoogstens 21 mm	kg	20%	
	.90	9	-- Ander	kg	vry"	

No. R. 1443**3 December 1999****CUSTOMS AND EXCISE ACT, 1964****THE "EXPLANATORY NOTES TO THE HARMONIZED COMMODITY DESCRIPTION AND CODING SYSTEMS"
(1998 EDITION) ISSUED BY THE WORLD CUSTOMS ORGANIZATION (E.N.22)**

It is hereby notified that the amendments to the "Explanatory Notes to the Harmonized Commodity Description and Coding System" in accordance with Amending Supplement No. 6 issued by the World Customs Organization in Brussels will, in terms of section 47 (8) of the Customs and Excise Act, 1964, become effective in the Republic on **3 December 1999**.

P. GORDHAN**Commissioner for the South African Revenue Service****No. R. 1443****3 Desember 1999****DOEANE- EN AKSYNSWET, 1964****DIE "EXPLANATORY NOTES TO THE HARMONIZED COMMODITY DESCRIPTION AND CODING SYSTEM"
(1998 UITGAWE UITGEREIK DEUR DIE WÊRELD DOEANE ORGANISASIE (E.N.22))**

Hiermee word bekendgemaak dat die wysigings van die "Explanatory Notes to the Harmonized Commodity Description and Coding System" ooreenkomstig Aanvullende Wysiging No. 6 deur die Wêreld Doeane Organisasie in Brussels uitgereik, kragtens artikel 47 (8) van die Doeane- en Aksynswet, 1964, op **3 Desember 1999** in die Republiek van krag word.

P. GORDHAN**Kommissaris van die Suid-Afrikaanse Inkomstediens**

CONTENTS

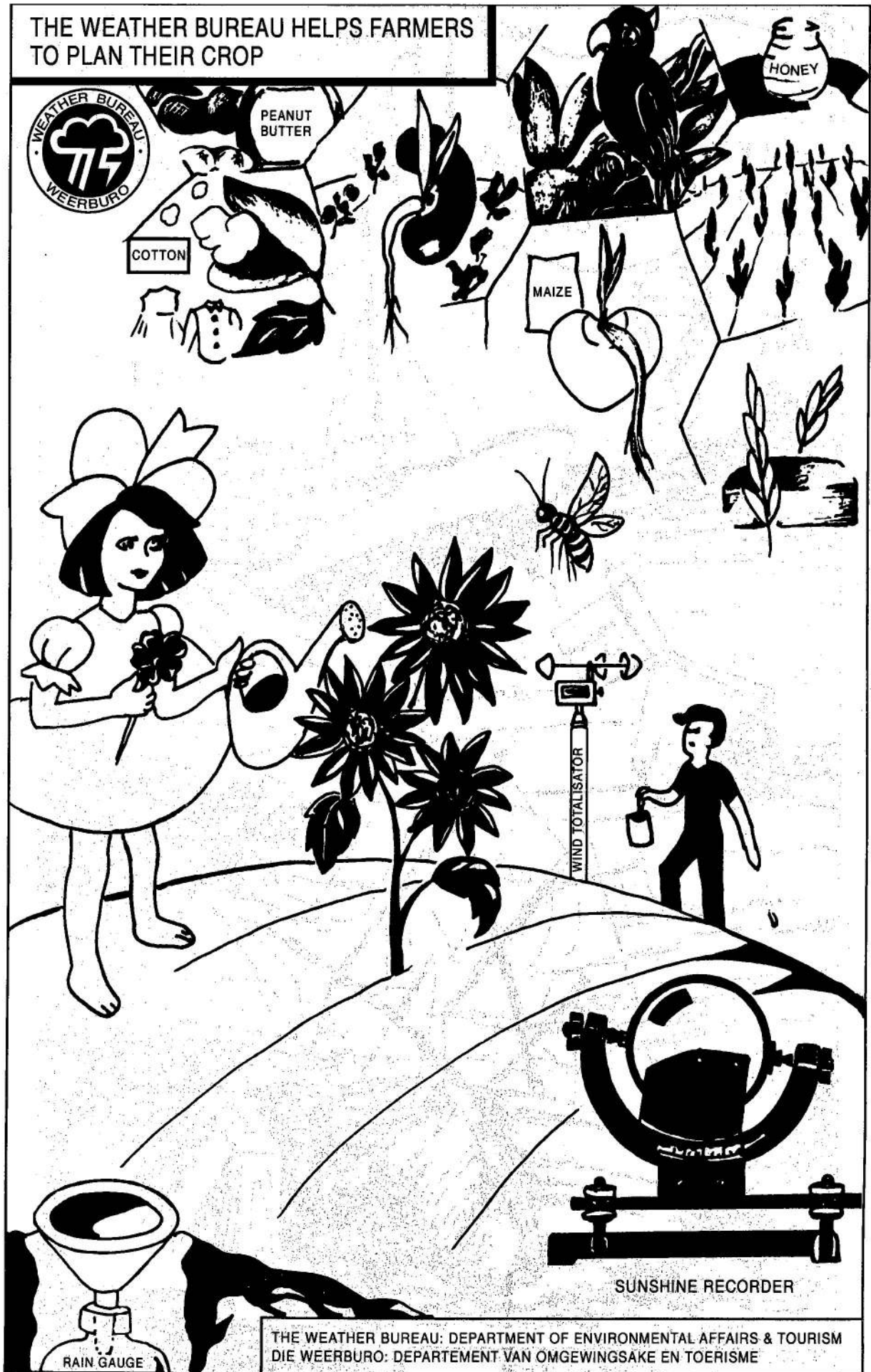
No.		Page No.	Gazette No.
PROCLAMATION			
R. 125	Promotion of National Unity and Reconciliation Act (34/1995): Truth and Reconciliation Commission: Committee on Amnesty: Granting of amnesty.....	2	20674
GOVERNMENT NOTICES			
Labour, Department of			
<i>Government Notices</i>			
R. 1426	Labour Relations Act (66/1995): Furniture, Bedding and Upholstery Industry, Greater Northern Region: Extension of Main Collective Amending Agreement to Non-parties.....	28	20674
R. 1427	Manpower Training Act (56/1981): Metal Engineering Industries Education and Training Board: Amendment of Conditions of Apprenticeship	39	20674
R. 1440	Labour Relations Act (66/1995): Furniture Manufacturing Industry, Eastern Cape: Extension of Main Collective Amending Agreement to Non-parties	39	20674
Minerals and Energy, Department of			
<i>Government Notice</i>			
R. 1454	Mines and Works Act (27/1956): Declaration of work in national interest...	42	20674
South African Revenue Service			
<i>Government Notices</i>			
R. 1441	Customs and Excise Act (91/1964): Amendment of Schedule No. 1 (No. 1/1/1017)	43	20674
R. 1442	do.: Amendment of Schedule No. 1 (No. 1/1/1018)	55	20674
R. 1443	do.: "Explanatory Notes to the Harmonized Commodity Description and Coding System" (1998 Edition) issued by the World Customs Organization	56	20674

INHOUD

No.		Bladsy No.	Koerant No.
PROKLAMASIE			
R. 125	Wet op die Bevordering van Nasionale Eenheid en Versoening (34/1995): Kommissie vir Waarheid en Versoening: Komitee oor Amnestie: Verlening van amnestie.....	15	20674
GOEWERMENSKENNISGEWINGS			
Arbeid, Departement van			
<i>Goewermenskennisgewings</i>			
R. 1426	Wet op Arbeidsverhoudinge (66/1995): Meubel-, Beddegoed- en Stofferingsnywerheid Bedingsraad Groter Noordelike Streek: Uitbreiding van Kollektiewe Wysigingsooreenkoms vir Nie-partye.....	28	20674
R. 1427	Manpower Training Act (56/1981): Engineering Industries Education and Training Board: Amendment of Conditions of Apprenticeship	39	20674
R. 1440	Wet op Arbeidsverhoudinge (66/1995): Meubelnywerheid, Oostelike Kaap-provinsie: Uitbreiding van Hoof Kollektiewe Wysigingsooreenkoms na Nie-partye.....	40	20674
Minerale en Energie, Departement van			
<i>Goewermenskennisgewing</i>			
R. 1454	Mines and Works Act (27/1956): Declaration of work in national interest...	42	20674
Suid-Afrikaanse Inkomstediens			
<i>Goewermenskennisgewings</i>			
R. 1441	Doeane- en Aksynswet (91/1964): Wysiging van Bylae No. 1 (No. 1/1/1017)	49	20674
R. 1442	do.: Wysiging van Bylae No. 1 (No. 1/1/1018)	55	20674
R. 1443	do.: "Explanatory Notes to the Harmonized Commodity Description and Coding System" (1998 Uitgawe) uitgereik deur die Wêreld Doeane Organisasie	56	20674



THE WEATHER BUREAU HELPS FARMERS TO PLAN THEIR CROP



THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM
DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME

LIVE IN HARMONY WITH NATURE



THE WEATHER BUREAU: DEPARTMENT OF
ENVIRONMENTAL AFFAIRS AND TOURISM

*Looking for back copies and out of print issues of
the Government Gazette and Provincial Gazettes?*

The State Library has them!

Let us make your day with the information you need ...

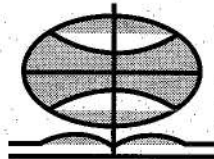
The State Library Reference and Information Service

PO Box 397

0001 PRETORIA

Tel./Fax (012) 321-8931

E-mail: infodesk@statelib.pwv.gov.za



*Soek u ou kopieë en uit druk uitgawes van die
Staatskoerant en Provinsiale Koerante?*

Die Staatsbiblioteek het hulle!

Met ons hoef u nie te sukkel om inligting te bekom nie ...

Die Staatsbiblioteek Naslaan- en Inligtingdiens

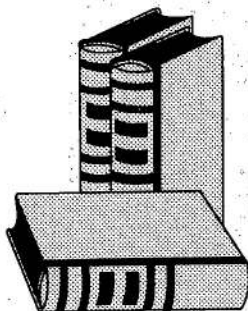
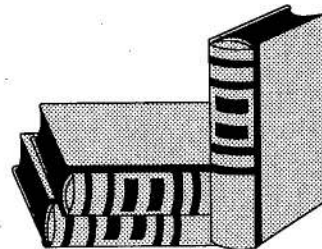
Posbus 397

0001 PRETORIA

Tel./Faks (012) 321-8931

E-pos: infodesk@statelib.pwv.gov.za

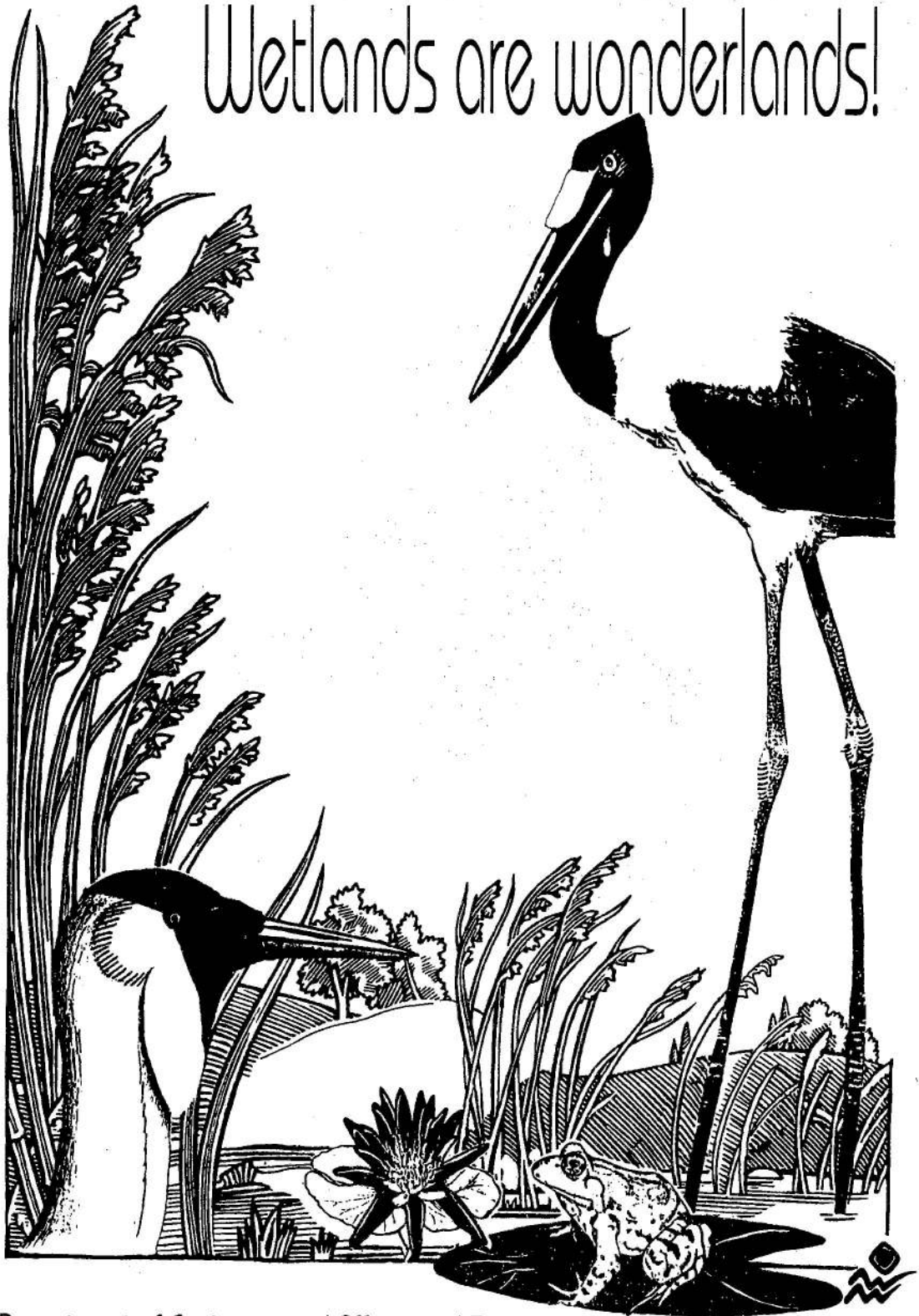
Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

Wetlands are wonderlands!



Department of Environmental Affairs and Tourism

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Publications: Tel: (012) 334-4507, 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737
Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001
Publikasies: Tel: (012) 334-4507, 334-4508, 334-4509, 334-4510
Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504
Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737
Kaapstad-tak: Tel: (021) 465-7531