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CONTENTS

No.		Page No.	Gazette No.
PROCLAMATION			
R. 26	Promotion of National Unity and Reconciliation Act (34/1995): Truth and Reconciliation Commission: Committee on amnesty.....	3	23257
GOVERNMENT NOTICE			
Labour, Department of			
<i>Government Notice</i>			
R. 356	Labour Relations Act (66/1995): Clothing Industry Bargaining Council (Free State and Northern Cape): Extension of Main Collective Agreement to Non-parties	93	23257

INHOUD

No.		Bladsy No.	Koerant No.
PROKLAMASIE			
R. 26	Wet op die Bevordering van Nasionale Eenheid en Versoening (34/1995): Kommissie vir Waarheid en Versoening: Komitee oor amnestie	47	23257
GOEWERMENTSKENNISGEWING			
Arbeid, Departement van			
<i>Goewermentskennisgewing</i>			
R. 356	Wet op Arbeidsverhoudinge (66/1995): Klerasienywerheid Bedingsraad (Vrystaat en Noord-Kaap): Uitbreiding van Kollektiewe Hoofdooreenkoms na Nie partye	93	23257

PROCLAMATION • PROKLAMASIE

No. R. 26, 2002**TRUTH AND RECONCILIATION COMMISSION:
COMMITTEE ON AMNESTY****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 25 May 2000 to -

(i) **KHADAMILE ALFRED TINYANE** (date of birth 26 November 1971), in respect of -

(aa) robbing constable SYLVESTER SETWATI of a 9 mm pistol, committed at or near Khuma near Stilfontein on or about on 24 April 1993,

(bb) the illegal possession of a 9 mm pistol, committed during or about the period 24 April to 2 June 1993;

(cc) the illegal possession of ammunition, committed during or about the period 24 April to 2 June 1993; and

(dd) robbing constable SAMUEL KHUMALO of a shotgun, committed at or near Stilfontein on or about 30 May 1993;

(ii) **NELSON KNOSANA SIQHOLA** (identity number 5903135221083), in respect of the assault and torture of DUGARD MAQHEKEZA, ARCHIE MAYEKISO, THOBILE NDLAKU, the NTSHOANE brothers, MANELIOSI NYOKA, EDGAR ZOTHE, NOMONDE MATOTI, MVULA MTIMKULU, SISANDAMASE, BOY JAFTA, MBEKI MNYATHELI, TOM, TOTO MAGWENTSHU, DR NOMBE, PAMBILE JIZANA, XOLA NTSIKILANE,

ERNEST TSOTSI and SOMWABO MBEKELA, committed at or near Umtata during or about 1986 and 1987;

- (iii)(aa) **MICHAEL MORUDI PHASHA** (identity number 6807275663088); and
(bb) **DANIEL LISUFI PHASHA** (identity number 6501175308080), in respect of -

- (A) the murder of ABRAM MADIBENG PHASHA;
- (B) the contravention of section 1(a) of the Witchcraft Suppression Act, No. 3 of 1957, in respect of ABRAM MADIBENG PHASHA; and
- (C) the contravention of section 1(a) of the Witchcraft Suppression Act, No. 3 of 1957, in respect of JOHANNES MMALETSWAI PHASHA,

committed at or near Driekop, Northern Province, on or about 14 February 1993;

- (b) on 26 May 2001 to **JACOB MPASA RAPHOLO** (identity number 6006075941089), in respect of -

- (i) the murder of NICHOLAAS CORNELIUS CLAASEN;
- (ii) the attempted murder of PIETER DU PLESSIS;
- (iii) the attempted murder of LENGA ALPHEUS MASHABELA;
- (iv) the attempted murder of WILLEM JOHANNES JACOBUS VAN ROOYEN;
- (v) the attempted murder of MACHIEL ANDRIES STEPHANUS PRETORIUS;
- (vi) the illegal possession of weapons;
- (vii) the unlawful bringing into the Republic of arms and ammunition, committed at or near the farm First Hope in the district of Ellisras on or about 8 August 1988;
- (viii) the illegal importation into the Republic of hand grenades, committed at or near Lebowa Kgomo, in the district of Thabamopo, during or about December 1989;
- (ix) robbing SENYAHENO THOMAS MAENETJA of a motor vehicle, committed at or near Lebowa Kgomo, in the district of Thabamopo, on or about 7 January 1990;

- (x) the attempted murder of OTTO BOUSEMA VAN DYK, committed at or near Cordelfos Railway Station, in the district of Pretoria, on or about 9 January 1990;
 - (xi) the attempt to murder and rob GERT CORNELIUS JOHANNES GILAU, committed at or near Cordelfos Railway Station, in the district of Pretoria, on or about 9 January 1990;
 - (xii) the attempted murder of FRANS PHILLIP VORSTER, committed at or near Pietersburg on or about 12 January 1990;
 - (xiii) the illegal possession of a Makarov pistol and ammunition, committed at or near Pietersburg on or about 15 January 1990;
 - (xiv) the unlawful import into the Republic of South Africa, and/or the illegal possession, of two AK 47 machine guns, committed at or near Boyne, in the district of Mankweng, on or about 15 January 1990; and
 - (xv) terrorism in contravention of section 54(1), read with sections 1, 54(4), 54(6), 54(7), 64, 68, 69 and 73, of the Internal Security Act, No. 74 of 1982;
- (c) on 8 June 2000 to **SIPHO JIMME MTANDI** (identity number 661212536089), in respect of -
- (i) the placing of two land mines, committed at or near Orlando Police Station during or about October 1989;
 - (ii) his participation in the attack on Sgt MORGET'S house by throwing a hand grenade and firing rifles at it; and
 - (iii) any offence or delicts arising directly out of the incidents committed at or near the police station and Sgt. MORGET'S house, respectively, during or about October and December 1989;

(d) on 29 June 2000 to -

- (i) **SYDNEY MUFAMADI** (identity number 5902285781086);
- (ii) **MOSES MAYEKISO** (identity number 4810215593086); and
- (iii) **JAYESALEEN NAIDOO** (date of birth 20 December 1954),

in respect of the kidnapping of **MONGE JOUBERT MALEKA**, committed at or near Johannesburg on or about 28 August 1990;

(e) on 3 July 2000 to -

- (i) **MARVIN MOKGATLE MAESEL**A (date of birth 30 October 1969);
- (ii) **MASHEMA ERIC TEKANE** (date of birth 31 December 1958); and
- (iii) **THABISO GERALD SAMUEL TEKANE** (date of birth 18 March 1964),

in respect of -

- (aa) the assault of and/or the attempt to kill **MTHIMKULU TWALA, FRANK SITHOLE, PHANUEL TEKANAN** and **BHEKI MABUYA**;
- (bb) the murder of **MATJEBE SAMUEL SATEKGE**;
- (cc) the attempt to rob **MATJEBE SAMUEL SATEKGE**;
- (dd) the unlawful possession of two **AK47** assault rifles;
- (ee) the unlawful possession of ammunition intended to be fired from a machine gun; and
- (ff) the unlawful possession of a **9mm** pistol and ammunition, committed at or near **Rockville**, in the district of **Johannesburg**, on or about 5 February 1993;

- (iv) **MASHEMA ERIC TEKANE** (date of birth 31 December 1958), in respect of the theft of a motor vehicle, committed at or near **Bloemfontein** during or about the period 1976 to 1977 at or near **Bloemfontein**;

(f) on 4 July 2000 to -

- (i) **HENDRIK JOHANNES PETRUS BOTHA** (identity number 5301025042083);
- (ii) **MARIUS GREYLING** (identity number 6406245116002);
- (iii) **KARL DURR** (identity number 6303125187007); and
- (iv) **FRANS STEPHANUS BOTHMA** (identity number 6403315177089),

in respect of the assault on PRAVIN GORDHAN and RAYMOND LALLA, committed at or near Bethlehem on or about 13 July 1990;

(g) on 5 July 2000 to -

- (i) **DANIEL BENJAMIN SNYDERS** (identity number 5310135057006), in respect of -

- (aa) the murder of CHASHAZA ANDRIES SITHOLE, committed at or near Nelspruit on or about 16 March 1992;
- (bb) the attempted murder of SOPHIE MASHABA, committed at or near Nelspruit on or about 16 March 1992;
- (cc) the illegal possession of explosives, committed at or near Nelspruit on or about 16 March 1992, and all offences and any delicts flowing from this incident;
- (dd) malicious damage to the property of CORNELIUS JOHANNES BOOYENS, committed at or near Nelspruit on or about 16 March 1992;
- (ee) the illegal possession of explosives, committed at or near Nelspruit on or about 14 or 15 March 1992, and all offences and any delicts flowing from this incident;
- (ff) the attempted murder of FM KRITZINGER(Sr), FM KRITZINGER (Jr), AS KRITZINGER, C KRITZINGER, C SWANEPOEL, A SWANEPOEL and M COCHRAN, committed at or near Nelspruit on or about 14 or 15 March 1992, and all offences and any delicts flowing from this incident;
- (gg) the illegal possession of arms and ammunition, committed at or near Sabie and/or Nelspruit during the period 26 October to 26 November 1992;
- (hh) the illegal possession of arms and ammunition, committed at or near

- Nelspruit on or about 25 November 1992;
- (ii) the illegal possession of arms and ammunition, committed at or near Sabie on or about 21 November 1992;
 - (jj) any offences or delicts flowing from or in connection with the aforementioned incidents; and
 - (kk) the contravention of section 54(3)(d) of the Internal Security Act, No. 74 of 1982, committed at or near Sabie on or about 20 December 1992, and any offences or delicts flowing from or in connection with the aforementioned incidents;
- (ii) **JAN PETRUS KRUGER** (identity number 4603215022002), in respect of -
- (aa) the contravention of section 54(3)(d) of the Internal Security Act, No. 74 of 1982, committed at or near Sabie on or about 20 December 1992, and any offences or delicts flowing from or in connection with the aforementioned incident;
 - (bb) malicious damage to property, committed at or near Lowveld High School, Nelspruit, on or about 1 January 1992, and any offences or delicts flowing from or in connection with the aforementioned incident;
 - (cc) the illegal possession of explosives or explosive devices, committed at or near Sabie on or about 21 November 1992, and any offences or delicts flowing from or in connection with the aforementioned incident; and
 - (dd) the contravention of section 35(5)(a), read with sections 1, 32(5)(b), 32(7), 39 and 40, of the Arms and Ammunition Act, No. 75 of 1969;
- (iii) **MARTHINUS CHRISTOFFEL RAS** (identity number 6212295220086), in respect of -
- (aa) the contravention of section 54(3)(d) of the Internal Security Act, No. 74 of 1982, committed at or near Sabie on or about 20 December 1992, and any offences or delicts flowing from or in connection with the aforementioned incident;
 - (bb) malicious damage to property, committed at or near Lowveld High School, Nelspruit, on or about 1 January 1992, and any offences or

delicts flowing from or in connection with the aforementioned incident;

- (cc) the unlawful possession of explosives, committed at or near Sabie Magistrate's Court on or about 20 December 1991; and
- (dd) the unlawful possession of explosives, committed at or near Lowveld High School, Nelspruit, on or about 1 January 1992;

(h) on 10 July 2000 to **SIBUSISO ERIC NGCOBO** (date of birth 7 June 1968), in respect of

- (i) the murder of BONGANI WELLINGTON MAJOZI, committed at or near Slangspruit, Pietermaritzburg, on or about 20 October 1991; and
- (ii) the attempted murder of NDUNDU ABSOLOM CEBEKHULU, MICHAEL HADEBE and DUMISANE WELCOME MAKHATHINI, committed at or near Slangspruit, Pietermaritzburg, on or about 20 October 1991;

(i) on 12 July 2000 to -

- (i) **LULAMILE STEPHEN BALEKA** (identity number 5602125890085); and
- (ii) **MNYAMEZELI DINGANI** (date of birth 8 February 1962),

in respect of -

- (aa) armed robbery;
- (bb) the illegal possession of firearms and ammunition; and
- (cc) kidnapping,
committed at or near Nedbank, Caledon Street, Uitenhage, on or about 21 January 1994;

(j) on 14 September 2000 to **LUYANDA HUMPHREY GQOMFA** (identity number 6610035888080), in respect of -

- (i) the murder of FANIE SMITH;
- (ii) the attempted murder of BEN MALIEHE;
- (iii) the attempted murder of DEON MARTINS;
- (iv) the attempted murder of ANDREW LATEGAN FRANZSEN;

- (v) malicious injury to property and arson regarding a Toyota Corolla motor vehicle belonging to DEON MARTINS and bearing the registration letters and number OA 35707;
 - (vi) the unlawful possession of an unlicensed R5 automatic rifle and ammunition;
 - (vii) the intimidation and/or pointing of a firearm at NKOPANE JOHANNES LESIA; and
 - (viii) the theft of an Isuzu Diesel Bakkie, 2200, belonging to NKOPANE JOHANNES LESIA, bearing the registration letters and number CAC 6845, committed at or near Ndofela Village and the Myaputhi - Sterkspruit Bridge on or about 18 March 1992;
- (k) on 13 October 2000 to **BILLY NAIR** (identity number 2911275076053), in respect of -
- (i) the placing of an explosive and/ or inflammable substance or material (incendiary bomb) in a railway passenger coach, committed between Durban and Verulam on or about 14 October 1962;
 - (ii) the cutting of the railway signal wires and/ or signal cables, committed at or near Georgedale on or about 14 October 1962;
 - (iii) the placing and igniting of an incendiary bomb against the door of an office, committed in or near Madalene Building, Durban, on or about 14 October 1962;
 - (iv) the placing and igniting of an incendiary bomb against the door of an office, committed in or near the office of the Bantu Affairs Commissioner at or near Stanger Street, Durban, on or about 14 October 1962;
 - (v) the placing of an incendiary bomb at the Bantu Administration Office, committed at or near Kwa-Mashu, Durban, on or about 14 October 1962;
 - (vi) the placing and igniting of an incendiary bomb under the offices of the Superintendent of Kwa-Mashu, committed on or about 14 October 1962;

- (vii) affixing charges of dynamite to a pylon and detonating them, committed at or near New Germany on or about 1 November 1962;
- (viii) affixing charges of dynamite to a power transmission line pylon and detonating them, committed at or near Sarina on or about 1 November 1962;
- (ix) affixing charges of dynamite to a power transmission line pylon and detonating them, committed at or near Montclair on or about 1 November 1962;
- (x) affixing dynamite to a power transmission carrier and detonating it, committed between or near Cliffdale and Ntchongweni Station on or about 19 November 1962;
- (xi) affixing charges of dynamite to a power transmission line carrier and detonating them, committed at or near Umlazi Bridge on or about 5 December 1962;
- (xii) placing and detonating charges of dynamite at the offices of MR KAJEE, committed at or near Alice Street, Durban, on or about 9 December 1962;
- (xiii) affixing charges of dynamite to the legs of a power transmission line pylon on both sides of the railway line and detonating them, committed between or near Cliffdale and Hammersdale on or about 9 December 1962;
- (xiv) placing an explosive and/or an inflammable substance (pipe-bomb) in the bedroom window of CHARLES MBUTHU and igniting it, committed at or near Kwa-Mashu on or about 12 December 1962;
- (xv) placing a pipe-bomb in the window of a room of W HLADHLA and igniting it, committed at or near Kwa-Mashu on or about 12 December 1962;
- (xvi) placing a pipe-bomb in the window of a room of JL MSIWAZI and igniting it, committed at or near Kwa-Mashu on or about 12 December 1962;
- (xvii) inserting a pipe-bomb into the airmail letter box at the main Post Office and igniting it, committed at or near West Street, Durban, on or about 23 December 1962;
- (xviii) affixing a pipe-bomb to a communications cable, committed at or near Victoria Embankment, Durban, on or about 23 December 1962;
- (xix) affixing charges of dynamite to a railway line and detonating them, committed at or near Durban and Port Shepstone on or about 8 January 1963;
- (xx) placing a pipe-bomb in the letter box of the Central Mercantile Corporation

- and/or Nickle Square Holdings (Pty) Ltd, committed at or near Durban on or about 11 January 1963;
- (xxi) placing charges of dynamite in the telephone communications cable chamber and detonating them, committed at or near Montclair on or about 13 January 1963;
 - (xxii) placing charges of dynamite and/or other explosives and/or inflammable substances at the building of the Drakensberg Pers Ltd, and igniting and/or detonating the said charges, committed at or near Durban on or about 18 January 1963;
 - (xxiii) sawing off three wooden telephone standards, committed at or near Greenwood Park, Durban, on or about 20 January 1963;
 - (xxiv) placing a pipe-bomb in a Durban Cooperation Beer Hall, committed at or near the Point, Durban, on or about 10 February 1963;
 - (xxv) affixing charges of dynamite to the railway lines and cables and detonating them, committed at or near the Victoria Street Bridge, Durban, on or about 21 March 1963;
 - (xxvi) preparing and throwing explosives and/or inflammable substances and igniting bombs on a moving passenger train, committed at or near Duff's Road Station, Durban, on or about 7 April 1963;
 - (xxvii) affixing charges of dynamite to a signal control box and detonating them, committed at or near Duff's Road railway line, at or near Durban, on or about 21 June 1963; and
 - (xxviii) unlawfully possessing explosives namely, 2, 500 m of cortex, 370 cartridges of dynamite, a quantity of fuse, and a quantity of potassium chloride, in or on various premises, committed at or near Duff's Road railway line, at or near Durban, on or about 21 June 1963;

- (l) on 16 November 2000 to **MOSES MTU DLAMINI** (born in 1975), in respect of -
 - (i) the murder of an unknown man; and
 - (ii) the illegal possession of a firearm and ammunition,committed at or near Tongaat, in the district of Inanda, during or about November or December 1992;
- (m) on 21 November 2000 to **LAZARUS KHAZAMULA MTHETHWA** (identity number 6607285623087), in respect of the murder of ALEC MASHABA, committed at or near Tembisa on or about 13 July 1986;
- (n) on 30 November 2000 to -
 - (i) **XOLANI RUSSEL PHUNGULA** (identity number 7108135623084); and
 - (ii) **THAMI THULANI ZONDI** (date of birth 20 November 1968),in respect of the murder of THEMBISILE VICTORIA MMETHEMBU, committed at or near Jabula Road, Enhlalakahle, on or about 28 September 1991;
- (o) on 15 January 2001 to -
 - (i) **ABOOBAKER ISMAIL** (identity number 5412256054083), in respect of -
 - (aa) the training of combatants and other operatives of MK in Angola, committed during the period June 1978 to November 1979;
 - (bb) those operations carried out by the Special Operations Unit of MK, including the Dolphin Unit, during the period December 1979 to August 1987 (as well as on 16 March 1988), when he was a commander of such unit, which operations were -
 - (A) the attacks on Sasol I and Sasol II, committed on or about 31 May or 1 June 1980;
 - (B) the attacks on the Arnot and Camden power stations and the Delmas substation, committed on or about 21 July 1981;
 - (C) the attack on Voortrekkerhoogte, committed on or about 12 August 1981;

- (D) the attacks on a transformer in Witbank, a water pipe at Sasol II and the Evander substation, committed on or about 23 October 1981;
- (E) the attack on the Rosslyn substation, committed on or about 13 November 1981;
- (F) the attack on the Capital Park substation, committed on or about 15 December 1981;
- (G) the attack on the fuel depot and Escom transformer at Hectorspruit, committed on or about 28 May 1982;
- (H) the attacks on the Total fuel depot at Paul Pietersburg and the railway line at Kemps List Mine, committed on or about 2 June 1982;
- (I) the attack on the railway depot and oil pipeline at Scheepersnek, committed on or about 28 June 1982;
- (J) the attack on a railway line at Upington, committed on or about 26 September 1982;
- (K) the attack on a petrol storage depot at Mkuze, committed on or about 8 November 1982;
- (L) the attack on the Lawley substation, committed during or about December 1982;
- (M) the limpet mine explosion at the Johannesburg Magistrate's Court, committed on or about 31 December 1982;
- (N) the attack on the Koeberg Nuclear Power Station, committed during December 1982;
- (O) the car bomb explosion outside the building housing the SAAF Headquarters in Church Street, Pretoria, committed on or about 20 May 1983;
- (P) the limpet mine explosion at the building of the Department of Home Affairs, Roodepoort, committed on or about 28 June 1983;
- (Q) the attack on Sasol II at Secunda, committed on or about 20 July 1983;
- (R) the explosion at the Ciskeian Embassy in Pretoria, committed during July 1983;

- (S) the limpet mine explosion at the Temple of Israel Synagogue, Hillbrow, Johannesburg, committed on or about 6 August 1983;
- (T) the limpet mine explosion at the Ciskeian Consulate in Johannesburg, committed on or about 26 August 1983;
- (U) the explosion at a power pylon at the Waltloo substation, committed during August 1983;
- (V) the explosions at two electrical substations in Sandton, committed on or about 10 September 1983;
- (W) the limpet mine explosion at the Warmbaths fuel depot, committed on or about 10 October 1983;
- (X) the placing of a limpet mine at the Warmbaths municipal offices, committed on or about 10 October 1983;
- (Y) the explosion at the offices of the Department of Co-operation and Development, Marshalltown, Johannesburg, committed on or about 7 December 1983;
- (Z) the explosion at the Department of Community Development in Bree Street, Johannesburg, committed on or about 12 December 1983;
- (AA) the explosion on a railway line in Lawley, committed during 1984;
- (BB) the explosion on an electricity pylon at Villiers, committed during 1984;
- (CC) the limpet mine explosion outside an SADF building in Anderson Street, Johannesburg, committed during 1984;
- (DD) the bomb blast at the Roodepoort police headquarters, committed on or about 28 June 1983;
- (EE) the explosion at the SAP Soweto branch headquarters in Roodepoort, committed on or about 17 August 1983;
- (FF) the limpet mine explosion at the offices of the Department of Education and Training in Johannesburg, committed on or about 23 August 1983;
- (GG) the limpet mine explosion at the Railway police offices, corner

- of Plein and Harrison Streets, Johannesburg, committed on or about 24 August 1984;
- (HH) the explosion at the Department of Home Affairs, Harrison Street, Johannesburg, committed on or about 3 September 1984;
 - (II) the placing of a limpet mine in the Supreme Court, Johannesburg, committed on or about 5 September 1984;
 - (JJ) the explosion at a Rustenburg substation, committed on or about 5 September 1984;
 - (KK) the explosion at the Department of Co-operation and Development, Krugersdorp, committed on or about 14 September 1984;
 - (LL) the explosion at the offices of the Department of Foreign Affairs, Market Street, Johannesburg, committed on or about 15 December 1984;
 - (MM) the explosion at the Old Defence Force offices in Marshall Street, Johannesburg-, committed on or about 9 February 1985;
 - (NN) the limpet mine explosion at the National Party offices, Kroonstad, committed on or about 4 March 1985;
 - (OO) the explosion of a water pipeline near Voortrekkerhoogte, committed during 1985;
 - (PP) the limpet mine explosion at the Langlaagte shunting yard, committed during 1985;

- (QQ) the explosion at the Anglo American/Anglovaal building in Marshalltown, Johannesburg, committed on or about 30 April 1985;
- (RR) the explosion at SADF Transvaal Medical Command, Hillbrow, Johannesburg, committed on or about 28 May 1985;
- (SS) the explosion at the Chamber of Mines building, Marshalltown, Johannesburg, committed during 1985;
- (TT) the limpet mine explosion at the offices of the Southern Cross Fund, Rissik Street, Johannesburg, committed on or about 30 May 1985;
- (UU) the limpet mine explosion at the AECI offices, Carlton Centre, Johannesburg, committed on or about 25 June 1985;
- (VV) the explosion outside Franwell House, President Street, Johannesburg, committed on or about 1 November 1985;
- (WW) the attack on Sasol II at Secunda, committed on or about 28 November 1985;
- (XX) the explosion in the toilet block of the Cambridge police station, East London, committed on or about 19 February 1986;
- (YY) the limpet mine explosion at John Vorster Square, committed on or about 4 March 1986;
- (ZZ) the attack on Wits Command, Johannesburg, committed on or about 30 July 1987;
- (AAA) the limpet mine explosion at an electrical substation in Bryanston, committed on an unknown date;
- (BBB) the explosion on a water pipeline in Linksfield Road, Randburg, committed on an unknown date;
- (CCC) the explosion at the offices of the House of Delegates in Lenasia, committed on an unknown date;
- (DDD) the explosion of three limpet mines in Brakpan, one at the Magistrate's Court, one at the Civic Centre and one at the SAP Dormitory, committed on an unknown date;
- (EEE) the explosion at the Krugersdorp Magistrate's Court, committed on or about 16 March 1988; and

- (cc) the procurement, storage and distribution of firearms, ammunition and other weapons of war and explosive materials and devices during the period September 1987 to April 1994 when he was a member of MK Military Headquarters and Chief of Ordnance;
- (ii) **JOHANNES MNISI**, in respect of -
- (aa) the attacks on the Arnot, and Camden power stations and the Delmas substation, committed on or about 21 July 1981;
 - (bb) the attack on the Voortrekkerhoogte Military Base, committed on or about 12 August 1981;
 - (cc) the attempt to rob ZAHIED IBRAHIM PATEL of a motor vehicle, committed on or about 12 August 1981;
 - (dd) the car bomb explosion outside the building housing the SAAF Headquarters in Church Street, Pretoria, committed on or about 20 May 1983; and
 - (ee) the attack on Wits Command, Johannesburg, committed on or about 30 July 1987;
- (iii) **MOHAMMED IQBAL SHAIK** (identity number 5808265836081), in respect of -
- (aa) the limpet mine explosion at Lawley substation, committed during or about December 1982;
 - (bb) the limpet mine explosion outside the Johannesburg Magistrate's Court, committed on or about 31 December 1982;
 - (cc) the limpet mine explosion at the building of the Department of Home Affairs building, Roodepoort, committed on or about 28 June 1983;
 - (dd) the explosion at the Ciskeian Embassy, Pretoria, committed during July 1983;
 - (ee) the limpet mine explosion at the Temple of Israel Synagogue, Hillbrow, Johannesburg, committed on or about 6 August 1983;
 - (ff) the explosion at the offices of the Ciskeian Consulate in Johannesburg, committed on or about 26 August 1983;
 - (gg) the limpet mine explosion at the Warmbaths fuel depot, committed on or about 10 October 1983;

- (hh) the placing of a limpet mine at the Warmbaths Municipal offices, committed on or about 10 October 1983;
- (ii) the explosion at the offices of the Department of Co-operation and Development, Marshalltown, Johannesburg, committed on or about 7 December 1983;
- (jj) a limpet mine explosion at the offices of the Department of Community Development in Armadale House, Bree Street, Johannesburg, committed on or about 12 December 1983;
- (kk) the explosion on the railway line at Lawley, committed during 1984;
- (ll) the explosion of a limpet mine outside an SADF building in Anderson Street, Johannesburg, committed during 1984;
- (mm) the explosion at the SAP Soweto branch headquarters in Roodepoort, committed on or about 17 August 1984;
- (nn) the limpet mine explosion at the offices of the Department of Education and Training, Johannesburg, committed on or about 23 August 1984;
- (oo) the explosion at the Railway Police offices, corner of Plein and Harrison Streets, Johannesburg, committed on or about 24 August 1984;
- (pp) the explosion at the offices of the Department of Home Affairs, Harrison Street, Johannesburg, committed on or about 3 September 1984;
- (qq) the placing of a limpet mine in the Supreme Court, Johannesburg, committed on or about 5 September 1984;
- (rr) the explosion at the offices of the Department of Foreign Affairs, Market Street, Johannesburg, committed on or about 15 December 1984;
- (ss) the limpet mine explosion at the National Party offices, Kroonstad, committed on or about 4 March 1985;
- (tt) the explosion on a water pipeline near Voortrekkerhoogte, committed during 1985;
- (uu) the limpet mine explosion at the Langlaagte shunting yard, committed during 1985;

- (vv) the explosion at the Anglo American/Anglo Vaal building in Marshalltown, Johannesburg, committed on or about 30 April 1985;
 - (ww) the explosion at the Chamber of Mines building, Marshalltown, Johannesburg, committed during 1985;
 - (xx) the explosion at SADF Medical Command, Hillbrow, Johannesburg, committed on or about 28 May 1985;
 - (yy) the limpet mine explosion at the offices of the Southern Cross Fund, Rissik Street, Johannesburg, committed on or about 30 May 1985;
 - (zz) the explosion of a limpet mine at the AECI offices, Carlton Centre, Johannesburg, on 25 June 1985;
 - (aaa) the explosion outside Franwell House, President Street, Johannesburg, committed on or about 1 November 1985;
 - (bbb) the limpet mine explosion at an electrical substation in Bryanston, committed on an unknown date;
 - (ccc) the explosion on a water pipeline in Linksfield Road, Randburg, committed on an unknown date;
 - (ddd) the explosion at the offices of the House of Delegates, Lenasia, committed on an unknown date;
 - (eee) the explosion of three limpet mines in Brakpan, one at the Magistrate's Court, one at the Civic Centre and one at the SAP Dormitory, committed on an unknown date;
 - (fff) the explosion at the Krugersdorp Magistrate's Court, committed on or about 16 March 1988; and
 - (ggg) the unlawful receiving, possession and distribution of firearms, ammunition, other weapons of war and explosive materials and devices during the period 1983 to December 1993;
- (iv) **MOHAMMED ABDULHAI ISMAIL** (identity number 5311215152055), in respect of -
- (aa) the limpet mine explosion at Lawley substation, committed during or about December 1982;
 - (bb) the limpet mine explosion outside the Johannesburg Magistrate's Court, committed on or about 31 December 1982;
 - (cc) the limpet mine explosion at the building of the Department of Home

- Affairs building, Roodepoort, committed on or about 28 June 1983;
- (dd) the explosion at the Ciskeian Embassy, Pretoria, committed during July 1983;
 - (ee) the limpet mine explosion at the Temple of Israel Synagogue, Hillbrow, Johannesburg, committed on or about 6 August 1983;
 - (ff) the explosion at the Ciskeian Consulate, Johannesburg, committed on or about 26 August 1983;
 - (gg) the limpet mine explosion at the Warmbaths fuel depot and the placing of a limpet mine at the Warmbaths municipal offices, committed on or about 10 October 1983;
 - (hh) the explosion on the railway line at Lawley, committed during 1984;
 - (ii) the explosion on an electricity pylon at Villiers, committed during 1984;
 - (jj) the explosion of a limpet mine outside an SADF building in Anderson Street, Johannesburg, committed during 1984;
 - (kk) the limpet mine explosion at the National Party offices, Kroonstad, committed on or about 4 March 1985;
 - (ll) the explosion on a water pipeline near Voortrekkerhoogte, committed during 1985; and
 - (mm) the limpet mine explosion at the Langlaagte shunting yard, committed during 1985;

(v) **COLIN MARK DE SOUSA**, in respect of -

- (aa) illegal entry into a defence force restricted area in contravention of section 89(3) of the Defence Act, No. 44 of 1957, at Wits Command, Johannesburg, committed during or about June 1987;
- (bb) the impersonation of a defence force member and the misuse of a defence force uniform, in contravention of section 115(1) of the Defence Act, No. 44 of 1957, at Wits Command, Johannesburg, committed during or about June 1987; and
- (cc) the conspiracy to commit an act of sabotage at Wits Command, Johannesburg, committed during or about June 1987;

- (vi) **DAVID MOTSHWANE MOISI** (identity number 5603185810088), in respect of the attack on Sasol II, committed on or about 31 May 1980;
- (vii) **SIPHO MATTHEWS THOBELA** (identity number 5605245802088), in respect of the attack on Sasol II, committed on or about 31 May 1980;
- (p) on 23 January 2001 to -
 - (i) **EUGENE DE KOCK** (identity number 4901295009000), in respect of -
 - (aa) the conspiracy to murder SOLLY ZACHARIA SHOKE, committed during or about 1986;
 - (bb) the attempted murder of SOLLY ZACHARIA SHOKE, committed at or near Mbabane, Swaziland, during or about 1986;
 - (cc) using a false passport and illegally entering Swaziland, committed during or about 1986;
 - (dd) the illegal crossing of international borders at Nerston Border Post;
 - (ee) the unlawful possession of arms and ammunition; and
 - (ff) all offences and any delicts flowing from the incident;
 - (ii) **BEN TUROK** (identity number 2706265182080), in respect of arson, committed during or about 1961 at or near Rissik Street Post Office;
 - (iii) **ZACHARIA MOLOTSI** (identity number 5301195739088), in respect of the offence of high treason, of which he was convicted in the Pretoria Supreme Court and sentenced on 20 October 1983;
 - (iv) **EPHRAIM PHUMUGA MOGALE** (identity number 5902065850085), in respect of the unlawful possession, handling and distribution of firearms, explosives and other weapons of war, committed during the period 1986 to 1990;
 - (v) **PATRICK MABUYA BALEKA** (identity number 5910135774086), in respect of the offence of high treason, committed during or about September 1984 in the then province of Transvaal;

(q) on 29 January 2001 to -

(i)(a) **WILHELM JOHANNES COETZEE** (identity number 5204095090000);

(b) **MANUEL ANTONIO OLIFANT** (identity number 5901045244088);

(c) **LODEWYK DE JAGER** (identity number 4701285033006); and

(d) **MZIMKULU VEYI** (date of birth 23 September 1953),

in respect of all offences and delicts arising from the attack upon the property of STEPHEN PULERAMAILENG MAPHIKE, committed at or near 945 Morok, Rockville, Soweto, on or about 6 June 1986;

(ii)(a) **WILHELM JOHANNES COETZEE** (identity number 5204095090000);

(b) **MANUEL ANTONIO OLIFANT** (identity number 5901045244088); and

(c) **LODEWYK DE JAGER** (identity number 4701285033006),

in respect of all offences and delicts arising from the explosion at the house of SEBASTIAAN REED situated at Klipspruit, Soweto, committed during or about the period 1986 to 1987;

(iii)(a) **MANUEL ANTONIO OLIFANT** (identity number 5901045244088);

(b) **ANTON PRETORIUS** (identity number 5804075046086); and

(c) **KOBUS KLOPPER** (identity number 6612095169088),

in respect of all offences and delicts arising from their unlawful entry into the house of WINNIE MADIKIZELA-MANDELA, committed at or near Soweto during or about the period May 1991 to September 1992;

(r) on 1 February 2001 to -

(i) **EUGENE ALEXANDER DE KOCK** (identity number 4901295009000);

(ii) **DOUW GERBRAND WILLEMSE** (identity number 6006055131081);

(iii) **IZAK DANIEL BOSCH** (identity number 590618500006); and

(iv) **EUGENE FOURIE** (identity number 5906175019085),

in respect of -

(aa) conspiring to break into the offices of the Swedish International Development Agency ("SIDA"), committed at or near Piet Retief during or about 1986;

(bb) the burglary into the SIDA offices and the theft of files, journals,

photographs and a number of documents, committed during or about 1986;

- (cc) malicious damage to property, namely a photocopying machine, belonging to SIDA;
- (dd) the abduction and intimidation of unknown persons at the SIDA offices, committed in or near Manzini, Swaziland, during or about 1986; and
- (ee) defeating the ends of justice;

(s) on 1 February 2001 to -

- (i) **EUGENE ALEXANDER DE KOCK** (identity number 4901295009000);
- (ii) **JACOB FRANCOIS KOK** (identity number 5808195089009); and
- (iii) **WYBRAND ANDREAS LODEWICUS DU TOIT** (identity number 5010025025085),

in respect of -

- (aa) conspiring to murder an unknown member of the ANC and MK, committed at or near Pretoria during or about the late 1980's;
- (bb) the attempted murder of an unknown person, committed in or near Manzini, Swaziland;
- (cc) the contravention of the provisions of the Explosives Act, committed in or near Manzini, Swaziland; and
- (dd) any offence or delict flowing from the incident;

(t) on 7 February 2001 to -

- (i) **SAKHAMUZI HORALI ELVIS NDABA** (identity number 7012055595087); and

- (ii) **TOBIAS RONNIE MBANJWA** (identity number 7111135454088),

in respect of the murder of **WANI KINSELE DERICK KHANYILE**, committed during or about 1993 at or near Dambuza, KwaZulu -Natal;

(u) on 1 March 2001 to -

(i) **XOLISA MKONWANA** (identity number 6902115622087), in respect of -

- (aa) the arson regarding the SADA Rent Office;
- (bb) the arson regarding the home of MR DM DIGANE;
- (cc) the malicious injury to the property of MR MPETEGA;
- (dd) the murder of NOMBONISO CAKWE; and
- (ee) the murder of ANDREW PAKA;

(ii) **PETER ISHMAEL ROCKY MALEBANA-METSING** (identity number 4908235663085), in respect of all offences and delicts flowing from or directly associated with his planning, organisation and execution of a military coup, committed in or near Bophuthatswana on or about 10 February 1988;

(v) on 13 March 2001 to -

(i) **PRINCE NKOSINATHI SHANGASE** (identity number 7009245349083);

(ii) **PHINOA WALTER KWEYAMA** (date of birth 13 March 1968); and

(iii) **MM MKHIZE** (date of birth 2 February 1968),

in respect of the robbery at the South Coast Armoury (Isipingo Gun Shop), committed on or about 22 April 1993;

- (w) on 5 April 2001 to **GEORGE FRANCOIS HAMMOND** (identity number 5004125010006), in respect of -
- (i) any offences or delicts directly associated with or flowing from the explosion of a limpet mine, committed in the parking area of the J G Strydom Hospital in Johannesburg on or about 27 July 1980; and
 - (ii) any offences or delicts directly associated with or flowing from the explosion of a limpet mine, committed at Joubert Park, Johannesburg, on or about 27 July 1980;
- (x) on 11 April 2001 to **DICK ABSOLOM NGWENYA** (identity number 5406035230089), in respect of unlawfully leaving and entering South Africa without the necessary authorisation or documentation, committed on various occasions during the 1980's;
- (y) on 30 April 2001 to -
- (i) **REGINALD JABU SIMELANE** (identity number 6911235752088);
 - (ii) **ALFRED SIMELANE** (identity number 6702025451084); and
 - (iii) **ROBBIE BONGANI MABUZA** (date of birth 22 September 1969), in respect of the murder of **BENJAMIN MASINGA**, committed at or near Atteridgeville, Pretoria, on or about 19 April 1986;
- (z) on 7 May 2001 to -
- (i) **STEPHANUS ADRIAAN OOSTHUIZEN** (identity number 5603095107005), in respect of -
 - (aa) all delicts and offences arising from the unlawful arrest of an unknown ANC activist, committed at or near the Pretoria/-Siyabuswa Road, Kwandebele, during or about 1986;
 - (bb) all delicts and offences arising from the interrogation and assault of an unknown ANC activist on a farm, committed at or near Pietersburg freeway during or about 1986; and
 - (cc) all delicts and offences arising from the attack with explosives on a house in Kwandebele during or about 1986;

(ii) **JOHAN HENDRIK LE ROUX** (identity number 4602045042008), in respect of -

- (aa) all delicts and offences arising from an explosion at an unused train line in Factoria, Krugersdorp, committed during or about 1987 or 1988;
- (bb) all offences arising directly from the unlawful establishment of an arms cache, committed at or near Krugersdorp during or about March 1988;
- (cc) all offences arising from the conspiracy to bomb the office of an unknown person suspected of having committed acts of terrorism and of smuggling firearms and explosives, committed at or near Roodepoort during or about 1988; and
- (dd) all offences arising from the fraudulent registration of stolen United Nations vehicles as part of the police fleet, committed at or near Pretoria during or about 1990;

(aa) on 8 May 2001 to **WILHELM JOHANNES COETZEE** (identity number 5204095090 000), in respect of -

- (i) all offences arising from an explosion which occurred at an auxiliary railway line, committed at or near Johannesburg during or about the period 9 April 1981 to 31 December 1987; and
- (ii) all offences arising from the establishment of an arms cache, committed at or near Zuurbekom, Soweto, during or about 1985;

(bb) on 11 May 2001 to -

- (i) **MCEBO VINCENT NENE** (date of birth 4 December 1967), in respect of -
 - (A) attempted robbery; and
 - (B) the possession of an unlicensed firearm, committed at or near "K" Section, Umlazi, KwaZulu-Natal, on or about 30 January 1991;
- (ii) **FREDERICK HENDRIK LOUBSER** (identity number 6202165078003), in respect of -
 - (A) participation in an operation to cause damage by starting a fire at a house situated somewhere between Linksfield Clinic and Louis Botha Avenue, in Johannesburg; and
 - (B) the damage to the vehicle and property of a group of actors connected to the End Conscription Campaign, committed at or near Witwatersrand University, Johannesburg, during or about the period August to December 1986;
- (iii) **ROELOF BRAND VISAGIE** (identity number 6102075018083), in respect of defeating the ends of justice in relation to the death of NTOMBI KHUBEKA and the disposal of her body, committed at or near the abandoned shooting range at Winkelspruit near Durban during or about the period April to May 1987;

(cc) on 17 May 2001 to -

- (i) **RAYMOND LALLA** (identity number 5801255142081), in respect of -
 - (A) the car bomb incident, committed on or about 3 April 1984 on the Victoria Embankment;
 - (B) the car bomb incident, committed on or about 12 July 1984 at or near Jacobs;
 - (C) the planning, facilitation and implementation of Operation Butterfly and all incidents carried out in furtherance of or arising from the operation; and
 - (D) all acts, offences or delicts arising therefrom;

- (ii) **JACOB JAN HENDRIK VAN JAARVELD** (identity number 5804205183007), in respect of all offences arising from the investigations concerning MATTHEWS GONIWE, including conspiracy to commit murder;

(dd) on 18 May 2001 to -

- (i) **DAWID JACOBUS BRITS** (identity number 5611085038080), in respect of -

- (A) any delict or offence directly associated with or flowing from the creation of an unlawful arms cache, committed at or near Nelspruit, on an unknown date; and
- (B) any delict or offence directly associated with or flowing from the destruction of arms and explosives, committed at or near Paardefontein in the district of Pretoria on an unknown date;

- (ii) **LAWRENCE VUMANKOSI NTIKINCA** (date of birth 4 April 1958), in respect of -

- (A) the unlawful possession of arms and ammunition;
- (B) membership of a banned organisation; and
- (C) the theft of travel documents and equipment to facilitate infiltration;

(ee) on 22 May 2001 to **MICHAEL BELLINGAN** (identity number 5712255094000), in respect of -

- (i) all delicts and offences arising directly from various operations at the University of the Witwatersrand, including malicious damage to property, crimen injuria, intimidation and defamation, committed at or near the University of the Witwatersrand in Johannesburg during or about the period 1982 to 1986;

- (ii) all delicts and offences arising from the incident, including arson and malicious injury to property, committed at or near the Media Resources Centre of the University of the Witwatersrand in Johannesburg during or about 1984;

- (iii) all offences and delicts arising from the incidents, including malicious damage to the property of activists, committed in or near the Witwatersrand area during the period 1982 to 1994;
- (iv) all offences and delicts, including invasion of privacy and crimen injuria, arising from the illegal recording of conversations, committed in or near Johannesburg during the period 1982 to 1986;
- (v) all offences and delicts arising from the theft of a tape belonging to GWENDOLYN CARTER, committed at or near Johannesburg during or about 1982;
- (vi) all delicts and offences, including defamation, arising from the distribution of pamphlets, committed in or near Johannesburg during or about 1984;
- (vii) all delicts and offences, including malicious injury to property and crimen injuria, arising from the distribution and display of stickers, committed in Johannesburg during or about the period 1983 to 1985;
- (viii) all delicts and offences arising from the incidents of intimidation aimed at a journalist, Mr ANTON HARBER, committed at or near Yeoville, Johannesburg, during or about the period 1984 to 1985;
- (ix) all delicts and offences, including assault, arising from the disruption of protest gatherings, committed at the campus of the University of the Witwatersrand, the Johannesburg City Hall, the Central Methodist Church in Johannesburg and in streets surrounding Khotso House in Johannesburg during the period 1982 to 1986;
- (x) all delicts and offences, including intimidation, theft, assault and crimen injuria, arising from the disruption of the one million signatures campaign, committed at or near the Johannesburg city centre during or about 1985;
- (xi) all delicts and offences, including housebreaking, trespassing and malicious injury to property, arising from the theft of documents, committed at or near Johannesburg during or about the period 1982 to 1986;
- (xii) all delicts and offences, including malicious injury to property, arising from the burning of an unknown lawyer's vehicle, committed at or near Johannesburg during or about 1985;
- (xiii) all delicts and offences, including arson and malicious injury to property,

arising from the petrol bomb attack, committed at or near Johannesburg during or about 1985;

- (xiv) all delicts and offences, including malicious damage to property, arising from the damage to property of activists, committed in or near the Witwatersrand area during or about the period 1982 to 1986;
- (xv) all delicts and offences, including crimen injuria, arising from the incidents aimed at discrediting the opposition, committed throughout the country during the period 1986 to 1992; and
- (xvi) all delicts and offences arising from the blackmail of a journalist, committed at or near Johannesburg during or about the period 1984 to 1986;

(ff) on 24 May 2001 to **WILLHELM RIAAN BELLINGAN** (identity number 5903035108083), in respect of -

- (i) malicious injury to property and any further offence or delict directly related to the attack, committed at or near the Community Centre, Cape Town, during or about the period August to September 1987;
- (ii) all offences resulting directly from the submission of fraudulent claims for compensation for informers, committed during or about the period August 1981 to March 1993; and
- (iii) housebreaking, committed during or about 1987 at or near the GROSSKOPF properties situated at or near Stellenbosch and Rooi Els, respectively;

(gg) on 28 May 2001 to -

- (i)(a) **WIKUS JOHANNES LOOTS** (identity number 40011095049007);
- (b) **WILLEM FREDERIK CRAUSE** (identity number 5102015001083);
- (c) **JOHANNES DU PREEZ SMIT** (identity number 4607215006089);
- (d) **MOSES MOHALANI MODISE** (identity number 5311125748083); and
- (e) **WILLEM FREDERIK SCHOON** (identity number 3103015023007),
in respect of -

- (A) the conspiracy to murder AARON MKHWANAZI (alias Take Five) and SADIE PULE, committed at or near Ramotswe River, in Botswana, on or about 31 December 1986 or 1 January 1987;

- (B) the murder of a woman known as MATURA and any other persons who might have been killed during the execution of the incident referred to above;
 - (C) the malicious damage to property caused during the incident referred to above; and
 - (D) any other offence or delict linked directly to the incident described;
- (ii) **WILLEM FREDERICK SCHOON** (identity number 3103015023004), in respect of -
- (A) the conspiracy to murder two unknown ANC operatives, committed at or near Zeerust on or about 1972;
 - (B) the murder of two unknown ANC operatives, committed at or near Zeerust during or about 1972; and
 - (C) all other offences and delicts emanating from his role in regard to the murders in question;
- (iii) **LEON FLORES** (identity number 5810295193004), in respect of -
- (A) the unlawful supply of firearms to be used by CRAIG DULI in an attempted coup d'etat in the former Transkei, committed during or about November 1990; and
 - (B) the unlawful entry into and search of a house in the Strand/Stellenbosch area and the holiday home of the parents of the activist HEIN GROSSKOPF subsequent to the bomb explosion in Krugersdorp, committed on an unknown date;
- (iv) **JOSEPH KGOETLE** (identity number 521015672084), in respect of any offences or delicts arising from the explosion outside the Standard Bank Sports Arena, committed during or about 1987;
- (v) **DICK JOSEPH HLONGWANE** (date of birth 15 September 1939), in respect of -
- (A) any offences or delicts arising from the explosion outside the Standard Bank Sports Arena, committed during or about 1987; and
 - (B) all offences and delicts arising from his participation in the theft of a

motor vehicle, committed at or near House 2772, Zone 2, Meadowlands;

(hh) on 30 May 2001 to -

(i) **WYBRAND ANDREAS LODEWICUS DU TOIT** (identity number 5010025025085), in respect of -

- (A) all delicts and offences arising from the manufacturing of magnetic containers, committed during or about the period 1969;
- (B) all delicts and offences arising from the adaptation of pocket watches as detonator switches, committed during or about the period 1970 to 1985;
- (C) all delicts and offences arising from providing vehicles with hidden compartments;
- (D) all delicts and offences arising from the theft of UNTAG vehicles, committed during or about 1990;
- (E) all delicts and offences arising from the provision of silencers for the adaptation of weapons;
- (F) all delicts and offences arising from the provision of poison used to kill dogs;
- (G) all delicts and offences arising from the Stratcom operation in the Western Cape and the bombing of the First National Bank ATM, committed in or near Claremont;
- (H) all delicts and offences arising from the placing of explosives in a minibus, committed during or about 1988; and
- (I) all delicts and offences arising from the manufacturing of limpet mines, mini limpet mines, grenades and ammunition, committed during or about 1985;

(ii) **VICTOR NKOSI BEYIDHIKA NDLOVU** (identity number 5603215621083), in respect of all offences and delicts resulting directly from the hand grenade incident, committed at or near Jabulani informal settlement, Alexandra, during or about 1990;

- (iii) **PETRUS CASPARUS SNYDERS** (identity number 5910205011088), in respect of all offences resulting directly from the transportation of weapons from Vlakplaas or its vicinity to the vicinity of Piet Retief, committed during or about 1988;

(ii) on 31 May 2001 to -

- (i) **DIRK JOHANNES COETZEE** (identity number 4504155027086), in respect of -

- (A) the murder of PATRICK NKOSI and PATRICK MAKAU, committed at or near Manzini, Swaziland, on or about 4 June 1980, and all offences and delicts directly linked therewith;
- (B) the murder of PETER DLAMINI and SELBY MAVUSO, committed at or near Komatipoort during or about 1981, and all offences and delicts directly linked therewith;
- (C) the murder of GONISISWE KONDILE and any offences and delicts directly linked therewith;
- (D) any lesser offence or delict, or any offence or delict other than murder, arising from the murder of ACE MOEMA;
- (E) the attempted murder of KHOTHATSO CHRISTOPHER MOTOI (Comrade "A") and any other offences or delicts directly linked to the offence;
- (F) all offences and delicts directly linked to the attack on JOYCE DIPALE'S house, committed in or near Gaborone on or about 26 November 1981;
- (G) the attempted murder of JOYCE DIPALE and SHADI NKWANYANE, committed on or about 26 November 1981;
- (H) the kidnapping of JOE PILLAY and the assaults on him, committed during or about February and March 1981, and all offences and delicts directly linked and related to these offences;
- (I) the attempted kidnapping of a person known as "General", committed at or near Matenga Falls, Swaziland, during or about December 1981, and all offences and delicts directly linked to the attempt;

- (J) defeating the ends of justice concerning an offence known as the Manzini Post Office bomb, committed at the Manzini Post Office during or about the period 1977 to 1979;
 - (K) the theft of the following vehicles, committed in or near Swaziland during or about the period January 1977 to December 1979:
 - (a) a Peugeot 504 belonging to MR STANLEY MABITSELA;
 - (b) a BMW 5 series Sedan belonging to MR HASSEN PATEL;
 - (c) a Toyota 12 seater minibus; and
 - (d) a Volkswagen Beetle;
 - (L) the attempted theft of seven Land Cruisers belonging to the United Nations, committed during or about the period January 1977 to December 1979;
 - (M) all offences and delicts related to the burglary at the offices of the Housing Department and the United Nations Refugees Department, committed at or near Mbabane, Swaziland, during or about 1977;
 - (N) the attempted destruction of the railway line at Mpaka, committed between 1977 and 1979;
 - (O) conspiracy to damage a Land Cruiser belonging to the ANC, committed at or near Swaziland during or about 1980;
 - (P) the theft of an Audi motor car, the property of MR EDWARD MAEPI, committed at or near Uitenhage during or about 1981;
 - (Q) the damaging of a policeman's vehicle, committed at or near Aliwal North during or about 1981;
 - (R) the theft of a minibus belonging to the National Automobile and Allied Workers Union, committed at or near Johannesburg during or about 1981; and
 - (S) the offences and delicts related to the burning of a Volkswagen and a small truck belonging to ROBERT SACCO, committed at or near Rhodes during or about 1981;
- (ii) **BUTANA ALMOND NOFEMELA** (identity number 1-5698638), in respect of-
- (A) all offences and delicts directly linked to the attack on JOYCE DIPALE'S house, committed on or about 26 November 1981 in or near Gaborone;

- (B) the attempted murder of JOYCE DIPALE and SHADI NKWANYANE, committed on or about 26 November 1981;
- (C) the attempted kidnapping of a person known as "General", and all offences and delicts directly linked to the attempt, committed at or near Matenga Falls, Swaziland, during or about December 1981;
- (D) the attempted murder of KHOTHATSO CHRISTOPHER MOTOI (Comrade "A") and any other offences or delicts directly linked to the offence;
- (E) all offences and delicts flowing directly from the kidnapping of and assault on MOABI DIPALE, committed during or about October 1981;
- (F) the acts, omissions, offences and delicts falling within the jurisdiction of the South African Courts flowing from and directly related to the conspiracy to kill ANC members, committed at or near Mbabane, Swaziland, during or about November 1985;
- (G) any unlawful act perpetrated in relation to the kidnapping and torture of JAPIE KARENG MAPONYA, committed on or about 25 or 26 September 1985;
- (H) any offence or delict flowing from or directly associated with the abduction of GLORY SEDIBE and the subsequent unlawful detention of the victim;
- (I) the acts, omissions and offences flowing from and directly related to the conspiracy to kill the members of the ANC unit, known as the September Machinery and the killing of PANTSU SMITH, SIPHO DLAMINI and BUSI MAJOLA, committed on or about 13 or 14 December 1986;
- (J) conspiracy to commit murder as well as all offences and delicts arising directly from his participation in the Lesotho attack, committed during or about 1986;
- (K) the theft of a motor vehicle belonging to a trade union, committed at or near Lady Grey during or about 1981;
- (L) the burning of two motor vehicles, committed at or near Rhodes during or about 1981;
- (M) the attempt to burn an activist's car, committed at or near Aliwal North

during or about 1981; and

- (N) the burning of the motor vehicle of a UDF member, committed at or near Vryburg during or about 1984;

(iii) **NATSHAVHENI DAVID TSHIKALANGA** (identity number 5512245644082), in respect of -

- (A) all offences and/or delicts, including the attempt to murder JOYCE DIPALE and SHADI NKWANYANE, directly linked to and flowing from the attack on JOYCE DIPALE'S house, committed at or near Gaborone on or about 26 November 1981;
- (B) the kidnapping of JOE PILLAY and the assaults, and all offences and delicts directly linked with and related to these offences, committed during or about February and March 1981;
- (C) the theft of an Audi motor car, the property of MR EDWARD MAEPI, committed in or near Uitenhage during or about 1981;
- (D) the burning of a Volkswagen and a small truck belonging to ROBERT SACCO, committed at or near Rhodes during or about 1981; and
- (E) the conspiracy to murder JABU NYAOSE and his wife, committed at or near Matsapa in Swaziland during or about 1982;

(iv) **JOHANNES VELDE VAN DER MERWE** (identity number 3608255044007), in respect of -

- (A) all offences and delicts resulting directly from assisting two members of the Basutoland Congress Party to escape from lawful custody, committed at or near Fouriesburg; and
- (B) the attempt to damage the office of the Basutoland National Party in Maseru with an explosive device, committed during or about 1987;

(v) **JOHANNES ALBERTUS STEYN** (identity number 3909305045089), in respect of -

- (A) all offences and delicts resulting directly from the acquisition of silencers and pistols, committed at or near Durban during or about 1987; and
- (B) all offences and delicts resulting directly from the adjustment of

various items of weaponry in the ANC arms cache, committed in or near Natal during or about the period May 1986 to the end of 1989;

(vi) **KHAYALETHU THANKSLORD MBANE** (identity number 5211205659087), in respect of the petrol bombing of the Woolworths Shopping Complex, committed in or near Adderley Street, Cape Town, during or about January 1977;

(vii) **MANUEL ANTONIO OLIFANT** (identity number 5901045244088), in respect of -

- (A) all offences and delicts resulting directly from an arson attack on the Ipelegeng Community Centre, committed at or near Jabavu, Soweto, during or about 1986;
- (B) all offences resulting directly from attempts to steal printing equipment at the Jabavu Trade Show, committed in or near Soweto during or about 1988;
- (C) all offences resulting directly from the theft of computers from the offices of the Unemployment Insurance Fund, committed at or near Johannesburg during or about 1989; and
- (D) all offences resulting directly from the questioning and assault of a nurse employed at the Baragwanath Hospital, one HILDA, committed at or near Klipspruit West during or about 1982;

- (viii) **EUGENE ALEXANDER DE KOCK** (identity number 4901295009000), in respect of -
- (A) all offences resulting directly from the supply of arms and ammunition to the IFP, committed during or about the period 1990 to 1992;
 - (B) all offences resulting directly from the alteration of the ballistic characteristics of firearms found in the unlawful possession of **THEMBA KHOZA**, committed during or about 1990;
 - (C) the supply of arms and ammunition to **PHILIP POWELL**, committed at or near Pretoria/or KwaZulu-Natal on or about 20 October 1992;
 - (D) all offences resulting directly from the unlawful supply of a police secret fund vehicle to **THEMBA KHOZA**, committed during or about the period 1990 to 1992;
 - (E) all offences resulting directly from the submission of fraudulent informers' claims, committed during or about the period 1990 to 1992; and
 - (F) all offences resulting directly from the supply of machine guns and ammunition to **VICTOR NDLOVU**, committed during or about 1990;
- (ix) **CHARLES ALFRED ZEELIE** (identity number 5107105057085), in respect of -
- (A) all offences and conduct in regard to the explosions at Joubert Park and JG Strydom Hospital, committed at or near Johannesburg on or about 27 July 1989;
 - (B) all offences and conduct in relation to a shooting incident involving PAC operatives at Corlett Drive, committed at or near Johannesburg on or about 4 August 1987;
 - (C) all offences resulting directly from a false flag operation involving an attack on the headquarters of the Flying Squad, committed at or near Brixton, Johannesburg, during or about 1989; and
 - (D) all offences resulting directly from his participation in the events which resulted in the bombing of the police vehicle of **CHARLES LANDMAN**;
- (x) **ANDRIES JOHANNES GERHARDUS ERWEE** (identity number 4712045022 007), in respect of -

- (A) all offences resulting directly from the unlawful entry at ANC offices, committed at or near Pietersburg during or about the period 1990 to 1991; and
- (B) all offences resulting directly from the unlawful entry at COSATU offices, committed at or near Pietersburg during or about the period 1990 to 1991;

- (xi)(a) **EUGENE ALEXANDER DE KOCK** (identity number 4901295009000);
 - (b) **LEON WILLIAM JOHN FLORES** (identity number 5810295193004);
 - (c) **JURIE BERNARDUS HAYES** (identity number 6510315050007);
 - (d) **GERRIE JOHAN BARNARD** (identity number 6108285039009);
 - (e) **FLIP KOENRAAD THERON** (identity number 5805295113085);
 - (f) **FREDIRICK JOHANNES PIENAAR** (identity number 46052050400001);
 - (g) **MARTHINUS DAWID RAS** (identity number 6201035019080);
 - (h) **CHRISTIAAN SIEBERT RORICH** (identity number 471010510086);
 - (i) **JOHAN HENDRICK TAIT** (identity number 6009235104002);
 - (j) **PAUL VAN DYK** (identity number 4703045009086);
 - (k) **CORNELIUS JOHANNES BOTHA** (identity number 4912015107008);
 - (l) **JAMES EMIEL WILLEM ZWEEL** (identity number 42030350003081);
 - (m) **WILLEM ALBERTUS NORTJE** (identity number 5602015035080);
 - (n) **NICOLAAS JOHANNES VERMEULEN** (identity number 4612205020); and
 - (o) **CHRISTO PETRO DEETLEFS** (identity number 4801085012000),
- in respect of all acts and omissions that may have constituted an offence or delict related to the incidents at or near Piet Retief on the Houtkop Road about 15km from the Swaziland Border, committed on or about 12 June 1988;

- (xii)(a) **EUGENE ALEXANDER DE KOCK** (identity number 4901295009000);

- (b) **LEON WILLIAM JOHN FLORES** (identity number 5810295193004);
- (c) **JURIE BERNARDUS HAYES** (identity number 6510315050007);
- (d) **GERRIE JOHAN BARNARD** (identity number 6108285039009);
- (e) **FLIP KOENRAAD THERON** (identity number 5805295113085);
- (f) **FREDIRICK JOHANNES PIENAAR** (identity number 46052050400001);
- (g) **MARTHINUS DAWID RAS** (identity number 6201035019080);
- (h) **PAUL VAN DYK** (identity number 4703045009086); and
- (i) **NICOLAAS JOHANNES VERMEULEN** (identity number 4612205020),

in respect of all acts and omissions that may have constituted an offence or delict related to the incidents at or near Piet Retief on the Houtkop Road about 15km from the Swaziland Border, committed on or about 8 June 1988;

(xiii) **PITSO GEORGE MAKUME** (identity number 7302195320083), in respect of -

- (A) damage to property and arson in respect of the burning of **PAUL MAHLATSI'S** business complex and his cars in Zamdela Township, committed at or near Sasolburg during or about 1991;
- (B) the attempted murder and abduction of **JH CRONJE** and the pointing of a firearm at **FRANCINA CRONJE**, **PIERRE CRONJE**, **ALBERTUS CRONJE**, **MIETA LOUW** and **PETRUS MTIMKULU**, committed at or near Panama Farm, Bloemfontein, during or about 1993;
- (C) the attempted murder of **JB BRITS** and two unknown police reservists in the Dog Unit, committed at or near Sasolburg during or about 1993;
- (D) assaulting and robbing **KLAAS KEON**, a former member of the SADF 97 Ammunition Depot, committed at or near De Aar during or about 1992 or 1993;
- (E) robbing **TINUS PIETERSEN** of a firearm, committed at or near Berlina Coal Mine, Sasolburg, during or about 1993; and
- (F) the malicious damage to property belonging to the Correctional Services Department and assault on **MARTIN LOPINDO**, committed

at or near Groenpunt Prison, Gauteng, during or about April 1994;-
and

(xiv) **PAUL ERASMUS** (identity number 5602145141006), in respect of -

- (A) damaging the property of and harassing ILONA KLEINSCHMIDT, committed during or about February and March 1977;
- (B) damaging the property of and harassing SHUN CHETTY, committed during or about the period 1977 to 1979;
- (C) the intimidation and harassment of ILSE and TIM WILSON and the theft of goods from their home, committed during or about March 1977;
- (D) damaging the property of and harassing DOUWS DEKKER, committed during or about March 1977;
- (E) damaging the property of and harassing ARTHUR CHASKALSON, committed during or about June 1977;
- (F) the illegal search of the house of and the removal of documents belonging to DIANA MCLAREN, committed during or about June 1977;
- (G) the illegal search of the premises of BONNIE NORTON, committed during or about June 1977;
- (H) malicious damage to property, theft and arson relating to St Mary's Cathedral, committed at or near Johannesburg during or about the period 1977 to 1990;
- (I) the illegal search of the premises of and the removal of documents belonging to JUNE GOODWIN and conspiracy to injure her;
- (J) the so-called Omega attacks on left wingers and their property and the casting of blame therefor on right-wing organisations, committed during or about the period 1977 to 1984;
- (K) maliciously damaging the property of and harassing RJD ROBERTSON, committed during or about the period 1979 to 1988;
- (L) damaging the property of and harassing ROGER LUCEY, committed during or about the period 1979 to 1983;
- (M) the damaging of the property of the Industrial Aid Society, committed

during or about 1979, 1980, and 1984;

- (N) the illegal entry of the premises of JULIUS and TAMARA BAKER, committed during or about 1981;
- (O) the conspiracy to injure and harass DESMOND TUTU and his wife and, later, the harassment of TREVOR TUTU, committed at or near at Jan Smuts Airport during or about 1979;
- (P) damaging the property, of and harassing SHEILA WEINBERG, committed during or about the period 1977 to 1991;
- (Q) the intimidation of ANTONY JOHN RUSSEL, committed at or near Germiston during or about January 1980;
- (R) the intimidation and harassment of, and the illegal entry into premises belonging to, BAREND SCHUITEMA and LOUISE STACK, committed during or about March 1980;
- (S) the harassment of ARTHUR MCGIVEN, committed during or about 1980;
- (T) damaging the property of and harassing SAMMY ADELMAN, committed during or about 1982;
- (U) damaging the property of, and intimidating and harassing ANTON HARBER, committed during or about December 1982 and thereafter;
- (V) the intimidation and harassment of the Hare Krishna Movement, committed during or about November 1983 and thereafter;
- (W) damaging the property of, and harassing and intimidating members of the Church for the Unification of World Spirituality, committed during or about November 1983;
- (X) damaging the property of, and intimidating and harassing CAROLINE HEATON NICHOLS and PRISCILLA JANA, committed during or about July 1983 and thereafter;
- (Y) damaging property at the Communes at Crown Mines, Langlaagte Deep, and harassing left wingers on the instructions of Cronwright, committed during or about the period 1984 to 1985;
- (Z) damaging the property of and harassing members of the End Conscription Campaign, committed during or about 1984 and thereafter;

- (AA) the illegal entry of premises and removal of tapes, committed at or near the house of GWENDOLYN CARTER during or about January 1985;
- (BB) damaging the property of and intimidating members of the Conscientious Objection Support Group, committed during or about 1985 and thereafter;
- (CC) the harassment of NEIL MITCHELL, committed during or about March 1985;
- (DD) the harassment and intimidation of JOHNNY CAMPBELL, committed during or about March and April 1985;
- (EE) the false implication of FRANK CHIKANE and GAVIN EVANS, committed during or about September 1985;
- (FF) offences relating to the establishment of the Pan-African News Agency, committed during or about October 1985;
- (GG) damaging the property of and intimidating MOHAMED DANGOR, committed during or about November 1985;
- (HH) the harassment of CHRIS BALL and WINNIE MANDELA, committed during or about December 1985 or January 1986;
- (II) damaging and stealing property belonging to the S.A.C.C., the UDF, and the Release Mandela Campaign during states of emergency, committed during or about January 1986 and thereafter;
- (JJ) the illegal entry into premises of MARION SPARG, committed during or about March 1986;
- (KK) the assaults on STEVEN MARAIS and ROCKY WILLIAMS, and perjury in connection therewith, committed during or about April 1986;
- (LL) the assault and harassment of JF BILL, committed during or about June 1986;
- (MM) the harassment of DENISE LENTON, committed during or about June 1986;
- (NN) the blackmailing of RENE HIRSCHMAN, committed during or about July 1986;
- (OO) the burglary at Portland Place, committed during or about August 1986;
- (PP) the attempted blackmail of SOL SATEPE, committed during or about

September 1986;

- (QQ) interfering with the right to privacy of, and harassing ALLEN BOESAK and D SCOTT, committed during or about 1985;
- (RR) the illegal entrance of premises owned by St Peter's Priory, committed during or about 1985;
- (SS) the illegal entry into communes at 35 and 38 Olivia Road and the intimidation and harassment of the occupants, committed during or about the period 1984 to 1986;
- (TT) the illegal search of the premises of Baharshagian and intimidation while investigating Satanism, committed during or about 1985 and 1986;
- (UU) the intimidation and harassment of the COLEMAN family, committed during or about 1980 and thereafter;
- (VV) the assault and harassment of JAY NAIDOO and MIKE ROUSSOS, committed during or about 1988;
- (WW) damaging property, destroying petition lists and intimidating UDF members to sabotage the million signatures campaign, committed during or about 1986;
- (XX) the damage to the property of the Central Methodist Church, committed during or about 1987;
- (YY) the blackmailing of BONGANYALO GOBA, committed during or about 1986;
- (ZZ) the damage to property of the "Free the Children Association", committed during or about March 1987;
- (AAA) damaging the property of and intimidating DAWN INGLE;
- (BBB) the illegal entry into the premises of FRANK CHIKANE, committed during or about 1988;
- (CCC) the illegal entrance and search of MIP vehicles in the basement of Khotso House, committed during or about July 1988;
- (DDD) the damaging of property at Cosatu House and theft and perjury, committed during or about August 1988;
- (EEE) the conspiracy to damage Portland Place, committed during or about November 1988;

(FFF) damaging the property of and defrauding KINGSTON ERSTON, committed during or about 1988;

(GGG) the forging of DAVE DALLING'S signature, committed during or about September 1990; and

(HHH) the discrediting of the ANC through false information, committed during or about the period 1989 to 1991.

No. R. 26, 2002

**KOMMISSIE VIR WAARHEID EN VERSOENING:
KOMITEE OOR AMNESTIE****PROKLAMASIE INGEVOLGE ARTIKEL 20 VAN DIE
WET OP DIE BEVORDERING VAN NASIONALE EENHEID EN VERSOENING, 1995
(WET NO. 34 VAN 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 25 Mei 2000 aan -

(i) **KHADAMILE ALFRED TINYANE** (geboortedatum 26 November 1971), ten opsigte van -

(aa) die diefstal van 'n 9 mm-pistool van konstabel SYLVESTER SETWATI, gepleeg op of omstreeks 24 April 1993 by of naby Khuma naby Stilfontein,

(bb) die onwettige besit van 'n 9 mm-pistool, gepleeg gedurende of omstreeks die tydperk 24 April 1993 tot 2 Junie 1993;

(cc) die onwettige besit van ammunisie, gepleeg gedurende of omstreeks die tydperk 24 April 1993 tot 2 Junie 1993; en

(dd) die diefstal van 'n haelgeweer van konstabel SAMUEL KHUMALO, gepleeg op of omstreeks 30 Mei 1993 by of naby Stilfontein;

(ii) **NELSON KNOSANA SIQHOLA** (identiteitsnommer 5903135221083), ten opsigte van die aanranding en marteling van DUGARD MAQHEKEZA, ARCHIE MAYEKISO, THOBILE NDLAKU, die NTSHOBANE-broers, MANELIOSI NYOKA, EDGAR ZOTHE, NOMONDE MATOTI, MVULA MTIMKULU, SISANDAMASE, BOY JAFTA, MBEKI MNYATHELI, TOM, TOTO MAGWENTSHU, DR NOMBE, PAMBILE JIZANA, XOLA NTSIKILANE, ERNEST TSOTSI en SOMWABO MBEKELA, gepleeg gedurende of omstreeks 1986 en 1987 by of naby Umtata;

(iii)(aa) **MICHAEL MORUDI PHASHA** (identiteitsnommer 6807275663088);
en

(bb) **DANIEL LISUFI PHASHA** (identiteitsnommer 6501175308080),
ten opsigte van -

(A) die moord op **ABRAM MADIBENG PHASHA**;

(B) die oortreding van artikel 1(a) van die Wet op Onderdrukking van
Toorkuns, Wet 3 van 1957, ten opsigte van **ABRAM MADIBENG
PHASHA**; en

(C) die oortreding van artikel 1(a) van die Wet op Onderdrukking van
Toorkuns, Wet 3 van 1957, ten opsigte van **JOHANNES
MMALETSWAI PHASHA**,

gepleeg op of omstreeks 14 Februarie 1993 by of naby Driekop, Noordelike
Provinsie;

(b) op 26 Mei 2001 aan **JACOB MPASA RAPHOLO** (identiteitsnommer
6006075941089), ten opsigte van -

(i) die moord op **NICHOLAAS CORNELIUS CLAASEN**;

(ii) die poging tot moord op **PIETER DU PLESSIS**;

(iii) die poging tot moord op **LENGA ALPHEUS MASHABELA**;

(iv) die poging tot moord op **WILLEM JOHANNES JACOBUS VAN ROOYEN**;

(v) die poging tot moord op **MACHIEL ANDRIES STEPHANUS PRETORIUS**;

(vi) die onwettige besit van wapens;

(vii) die onregmatige inbring in die Republiek van wapens en ammunisie,

gepleeg op of omstreeks 8 Augustus 1988 by of naby die plaas First Hope in die
distrik Ellisras;

(viii) die onwettige invoer van handgranate in die Republiek in, gepleeg
gedurende of omstreeks Desember 1989 by of naby Lebowa Kgomo, in die
distrik Thabamoopo;

(ix) die diefstal van 'n motorvoertuig van **SENYAHENO THOMAS MAENETJA**,
gepleeg op of omstreeks 7 Januarie 1990 by of naby Lebowa Kgomo in die
distrik Thabamoopo;

- (x) die poging tot moord op OTTO BOUSEMA VAN DYK, gepleeg op of omstreeks 9 Januarie 1990 by of naby Cordelfos Spoorwegstasie, in die distrik Pretoria;
 - (xi) die poging tot moord en roof op GERT CORNELIUS JOHANNES GILAU, gepleeg op of omstreeks 9 Januarie 1990 by of naby Cordelfos Spoorwegstasie, in die distrik Pretoria;
 - (xii) die poging tot moord op FRANS PHILLIP VORSTER, gepleeg op of omstreeks 12 Januarie 1990 by of naby Pietersburg;
 - (xiii) die onwettige besit van 'n Makarov-pistool en ammunisie, gepleeg op of omstreeks 15 Januarie 1990 by of naby Pietersburg;
 - (xiv) die onregmatige invoer van twee AK 47-masjiengewere in die Republiek van Suid-Afrika in en/of die onwettige besit daarvan, gepleeg op of omstreeks 15 Januarie 1990 by of naby Boyne, in die distrik Mankweng; en
 - (xv) terrorisme in stryd met artikel 54(1), gelees met artikels 1, 54(4), 54(6), 54(7), 64, 68, 69 en 73, van die Wet op Binnelandse Veiligheid, Wet No. 74 van 1982;
- (c) op 8 Junie 2000 aan **SIPHO JIMME MTANDI** (identiteitsnommer 6612125316089), ten opsigte van -
- (i) die plaas van twee landmyne, gepleeg gedurende of omstreeks Oktober 1989 by of naby Orlando Polisiestasie;
 - (ii) die deelname aan die aanval op sersant MORGET se huis deur 'n handgranaat na die huis te gooi en met gewere op die huis te skiet; en
 - (iii) enige ander misdryf of delikte wat regstreeks spruit uit die voorvalle, gepleeg gedurende of omstreeks Oktober en Desember 1989 by of naby onderskeidelik die Polisiestasie en sers. MORGET se huis;

- (d) op 29 Junie 2000 aan -
- (i) **SYDNEY MUFAMADI** (identiteitsnommer 5902285781086);
 - (ii) **MOSES MAYEKISO** (identiteitsnommer 4810215593086); en
 - (iii) **JAYESALEEN NAIDOO** (geboortedatum 20 Desember 1954),
ten opsigte van die ontvoering van MONGE JOUBERT MALEKA, gepleeg
op of omstreeks 28 Augustus 1990 by of naby Johannesburg;
- (e) op 3 Julie 2000 aan -
- (i) **MARVIN MOKGATLE MAESELA** (geboortedatum 30 Oktober 1969);
 - (ii) **MASHEMA ERIC TEKANE** (geboortedatum 31 Desember 1958); en
 - (iii) **THABISO GERALD SAMUEL TEKANE** (geboortedatum 18 Maart 1964),
ten opsigte van -
 - (aa) die aanranding op MTHIMKULU TWALA, FRANK SITHOLE,
PHANUEL TEKANAN en BHEKI MABUYA, en/of die poging om hulle
dood te maak;
 - (bb) die moord op MATJEBE SAMUEL SATEKGE;
 - (cc) die poging om MATJEBE SAMUEL SATEKGE te beroof;
 - (dd) die onregmatige besit van twee AK47-aanvalsgewere;
 - (ee) die onregmatige besit van ammunisie wat beoog is om uit 'n
masjiengeweer afgevuur te word; en
 - (ff) die onregmatige besit van 'n 9mm-pistool en ammunisie,
gepleeg op of omstreeks 5 Februarie 1993 by of naby Rockville in die distrik
Johannesburg;
 - (iv) **MASHEMA ERIC TEKANE** (geboortedatum 31 Desember 1958), ten opsigte
van die diefstal van 'n motorvoertuig, gepleeg gedurende of omstreeks die
tydperk 1976 tot 1977 by of naby Bloemfontein;

(f) op 4 Julie 2000 aan -

- (i) **HENDRIK JOHANNES PETRUS BOTHA** (identiteitsnommer 5301025042083);
- (ii) **MARIUS GREYLING** (identiteitsnommer 6406245116002);
- (iii) **KARL DURR** (identiteitsnommer 6303125187007); en
- (iv) **FRANS STEPHANUS BOTHMA** (identiteitsnommer 6403315177089),
ten opsigte van die aanranding op PRAVIN GORDHAN en RAYMOND
LALLA, gepleeg op of omstreeks 13 Julie 1990 by of naby Bethlehem;

(g) op 5 Julie 2000 aan -

- (i) **DANIEL BENJAMIN SNYDERS** (identiteitsnommer 5310135057006), ten
opsigte van -
 - (aa) die moord op CHASHAZA ANDRIES SITHOLE, gepleeg op of
omstreeks 16 Maart 1992 by of naby Nelspruit;
 - (bb) die poging tot moord op SOPHIE MASHABA, gepleeg op of
omstreeks 16 Maart 1992 by of naby Nelspruit;
 - (cc) die onwettige besit van plofstowwe, gepleeg op of omstreeks 16
Maart 1992 by of naby Nelspruit, en alle misdrywe en enige delikte
wat uit hierdie voorval voortspruit;
 - (dd) die opsetlike beskadiging van eiendom van CORNELIUS JOHANNES
BOOYENS, gepleeg op of omstreeks 16 Maart 1992 by of naby
Nelspruit;
 - (ee) die onwettige besit van plofstowwe, gepleeg op of omstreeks 14 of 15
Maart 1992 by of naby Nelspruit, en alle misdrywe en enige delikte
wat uit hierdie voorval voortspruit;
 - (ff) die poging tot moord op FM KRITZINGER (Sr), FM KRITZINGER (Jr),
AS KRITZINGER, C KRITZINGER, C SWANEPOEL, A
SWANEPOEL en M COCHRAN, gepleeg op of omstreeks 14 of 15
Maart 1992 by of naby Nelspruit, en alle misdrywe en enige delikte
wat uit hierdie voorval voortspruit;

- (gg) die onwettige besit van wapens en ammunisie, gepleeg gedurende die tydperk 26 Oktober tot 26 November 1992 by of naby Sabie en/of Nelspruit;
 - (hh) die onwettige besit van wapens en ammunisie, gepleeg op of omstreeks 25 November 1992 by of naby Nelspruit;
 - (ii) die onwettige besit van wapens en ammunisie, gepleeg op of omstreeks 21 November 1992 by of naby Sabie;
 - (jj) enige misdrywe of enige delikte wat spruit uit of verband hou met die voormelde voorvalle; en
 - (kk) die oortreding van artikel 54(3)(d) van die Wet op Binnelandse Veiligheid, No. 74 van 1982, gepleeg op of omstreeks 20 Desember 1992 by of naby Sabie, en enige misdrywe of enige delikte wat spruit uit of verband hou met die voormelde voorvalle;
- (ii) **JAN PETRUS KRUGER** (identiteitsnommer 4603215022002), ten opsigte van -
- (aa) die oortreding van artikel 54(3)(d) van die Wet op Binnelandse Veiligheid, No. 74 van 1982, gepleeg op of omstreeks 20 Desember 1992 by of naby Sabie, en enige misdrywe of enige delikte wat spruit uit of verband hou met die voormelde voorval;
 - (bb) die opsetlike saakbeskadiging gepleeg op of omstreeks 1 Januarie 1992 by of naby Laeveld Hoërskool, Nelspruit, en enige misdrywe of enige delikte wat spruit uit of verband hou met die voormelde voorval;
 - (cc) die onwettige besit van plofstowwe of ontplofbare toestelle, gepleeg op of omstreeks 21 November 1992 by of naby Sabie, en enige misdrywe of enige delikte wat spruit uit of verband hou met die voormelde voorval; en
 - (dd) die oortreding van artikel 35(5)(a) gelees met artikels 1,32(5)(b), 32(7), 39 en 40, van die Wet op Wapens en Ammunisie, No. 75 van 1969;

- (iii) **MARTHINUS CHRISTOFFEL RAS** (identiteitsnommer 6212295220086), ten opsigte van -
 - (aa) die oortreding van artikel 54(3)(d) van die Wet op Binnelandse Veiligheid, No. 74 van 1982, gepleeg op of omstreeks 20 Desember 1992 by of naby Sabie, en enige misdrywe of enige delikte wat spruit uit of verband hou met die voormelde voorval;
 - (bb) die opsetlike saakbeskadiging gepleeg op of omstreeks 1 Januarie 1992 by of naby Laeveld Hoërskool, Nelspruit, en enige misdrywe of enige delikte wat spruit uit of verband hou met die voormelde voorval;
 - (cc) die onregmatige besit van plofstowwe, gepleeg op of omstreeks 20 Desember 1991 by of naby Sabie-Landdroshof; en
 - (dd) die onregmatige besit van plofstowwe, gepleeg op of omstreeks 1 Januarie 1992 by of naby Lowveld High School, Nelspruit;

 - (h) op 10 Julie 2000 aan **SIBUSISO ERIC NGCOBO** (geboortedatum 7 Junie 1968), ten opsigte van -
 - (i) die moord op BONGANI WELLINGTON MAJOZI, gepleeg op of omstreeks 20 Oktober 1991 by of naby Slangspruit, Pietermaritzburg; en
 - (ii) die poging tot moord op NDUNDU ABSOLOM CEBEKHULU, MICHAEL HADEBE en DUMISANE WELCOME MAKHATHINI, gepleeg op of omstreeks 20 Oktober 1991 by of naby Slangspruit, Pietermaritzburg;

 - (i) op 12 Julie 2000 aan -
 - (i) **LULAMILE STEPHEN BALEKA** (identiteitsnommer 5602125890085); en
 - (ii) **MNYAMEZELI DINGANI** (geboortedatum 8 Februarie 1962), ten opsigte van -
 - (aa) gewapende roof;
 - (bb) die onwettige besit van vuurwapens en ammunisie; en
 - (cc) ontvoering,
- gepleeg op of omstreeks 21 Januarie 1994 by of naby Nedbank, Caledonstraat, Uitenhage;

- (j) op 14 September 2000 aan **LUYANDA HUMPHREY GQOMFA** (identiteitsnommer 6610035888080), ten opsigte van -
- (i) die moord op FANIE SMITH;
 - (ii) die poging tot moord op BEN MALIEHE;
 - (iii) die poging tot moord op DEON MARTINS;
 - (iv) die poging tot moord op ANDREW LATEGAN FRANZSEN;
 - (v) die kwaadwillige beskadiging van eiendom en brandstigting in verband met 'n Toyota Corolla-motorvoertuig wat aan DEON MARTINS behoort, met die registrasieletters en -nommer OA35707;
 - (vi) die onregmatige besit van 'n ongelisensieerde R5- outomatiese geweer en ammunisie;
 - (vii) intimidasie en/of die rig van 'n vuurwapen op NKOPANE JOHANNES LESIA; en
 - (viii) die diefstal van 'n Isuzu Diesel Bakkie 2200, wat aan NKOPANE JOHANNES LESIA behoort, met die registrasieletters en -nommer CAC 6845,
- gepleeg op of omstreeks 18 Maart 1992 by of naby Ndofela Village en die Myaputhi-Sterkspruit-brug;
- (k) 13 Oktober 2000 aan **BILLY NAIR** (identiteitsnommer 2911275076053), ten opsigte van -
- (i) die plaas van 'n ontplofbare en/of brandbare stof of materiaal (brandbom) in 'n spoorwegpassasierswa, gepleeg op of omstreeks 14 Oktober 1962 tussen Durban en Verulam;
 - (ii) die sny van die spoorwegseindrade en/of -seinkabels, gepleeg op of omstreeks 14 Oktober 1962 by of naby Georgedale;
 - (iii) die plaas en aansteek van 'n brandbom teen die deur van 'n kantoor, gepleeg op of omstreeks 14 Oktober 1962 in of naby die Madalene-gebou, Durban;
 - (iv) die plaas en aansteek van 'n brandbom teen die deur van 'n kantoor, gepleeg op of omstreeks 14 Oktober 1962 in of naby die kantoor van die Bantoesakekommissaris by of naby Stangerstraat, Durban;

- (v) die plaas van 'n brandbom by die Bantu-Administrasiekantoor, gepleeg op of omstreeks 14 Oktober 1962 by of naby Kwa-Mashu, Durban;
- (vi) die plaas en aansteek van 'n brandbom onder die kantore van die Superintendent van Kwa-Mashu, gepleeg op of omstreeks 14 Oktober 1962;
- (vii) die aanbring van dinamietladings aan 'n kragmas en die ontploffing daarvan, gepleeg op of omstreeks 1 November 1962 by of naby New Germany;
- (viii) die aanbring van dinamietladings aan 'n kragtransmissielyntoring en die ontploffing daarvan, gepleeg op of omstreeks 1 November 1962 by of naby Sarina;
- (ix) die aanbring van dinamietladings aan 'n kragtransmissielyntoring en die ontploffing daarvan, gepleeg op of omstreeks 1 November 1962 by of naby Montclair;
- (x) die aanbring van dinamiet aan 'n kragtransmissiedraer en die ontploffing daarvan, gepleeg op of omstreeks 19 November 1962 tussen of naby Clifdale en Ntchongweni Stasie;
- (xi) die aanbring van dinamiet aan 'n kragtransmissielyndraer en die ontploffing daarvan, gepleeg op of omstreeks 5 Desember 1962 by of naby Umlazi Bridge;
- (xii) die plaas van dinamietladings by die kantore van MNR. KAJEE en die ontploffing daarvan, gepleeg op of omstreeks 9 Desember 1962 by of naby Alicestraat, Durban;
- (xiii) die aanbring van dinamietladings aan die bene van 'n kragtransmissielyntoring aan albei kante van die spoorlyn en die ontploffing daarvan, gepleeg op of omstreeks 9 Desember 1962 tussen of naby Clifdale en Hammersdale;
- (xiv) die plaas van 'n ontplofbare en/of 'n brandbare stof (pypbom) in die slaapkamervenster van CHARLES MBUTHU en die aansteek daarvan, gepleeg op of omstreeks 12 Desember 1962 by of naby Kwa-Mashu;
- (xv) die plaas van 'n pypbom in die venster van 'n kamer van W DHLADHLA en die aansteek daarvan, gepleeg op of omstreeks 12 Desember 1962 by of naby Kwa-Mashu;

- (xvi) die plaas van 'n pypbom in die venster van 'n kamer van JL MSIWAZI, gepleeg op of omstreeks 12 Desember 1962 by of naby Kwa-Mashu;
- (xvii) die plaas van 'n pypbom in die lugposbriewebus by die Hoofposkantoor en die aansteek daarvan, gepleeg op of omstreeks 23 Desember 1962 by of naby Weststraat, Durban;
- (xviii) die aanbring van 'n pypbom aan 'n kommunikasiekabel, gepleeg op of omstreeks 23 Desember 1962 by of naby Victoria Embankment, Durban;
- (xix) die aanbring van dinamietladings aan 'n spoorlyn en die ontploffing daarvan, gepleeg op of omstreeks 8 Januarie 1963 by of naby Durban en Port Shepstone;
- (xx) die plaas van 'n pypbom in die briewebus van die Central Mercantile Corporation en/of Nickle Square Holdings (Edms) Bpk, gepleeg op of omstreeks 11 Januarie 1963 by of naby Durban;
- (xxi) die plaas van dinamietladings in die telefoonkommunikasiekabelkamer en die ontploffing daarvan, gepleeg op of omstreeks 13 Januarie 1963 by of naby Montclair;
- (xxii) die plaas van dinamietladings en/of ander plofstowwe en/of brandbare stowwe by die gebou van die Drakensberg Pers Bpk, en die aansteek en/of ontploffing van die gemelde ladings, gepleeg op of omstreeks 18 Januarie 1963 by of naby Durban;
- (xxiii) die afsaag van drie hout telefoonpale, gepleeg op of omstreeks 20 Januarie 1963 by of naby Greenwood Park, Durban;
- (xxiv) die plaas van 'n pypbom in 'n Durban Cooperation bierhuis, gepleeg op of omstreeks 10 Februarie 1963 by of naby die Punt, Durban;
- (xxv) die aanbring van dinamietladings aan die spoorlyn en -kabels en die ontploffing daarvan, gepleeg op of omstreeks 21 Maart 1963 by of naby die Victoriastreetbrug, Durban;
- (xxvi) die voorbereiding en gooi van plofstowwe en/of brandbare stowwe en die aansteek van bomme op 'n bewegende passasierstrein, gepleeg op of omstreeks 7 April 1963 by of naby Duff's Road Stasie, Durban;
- (xxvii) die aanbring van dinamietladings aan 'n seinbeheerkas en die ontploffing daarvan, gepleeg op of omstreeks 21 Junie 1963 by of naby Duff's Road spoorlyn by of naby Durban; en
- (xxviii) die onregmatige besit van plofstowwe, naamlik 2 500 m cortex, 370

dinamietpatrons, 'n hoeveelheid lont, en 'n hoeveelheid kaliumchloried, in of op verskeie persele, gepleeg op of omstreeks 21 Junie 1963 by of naby Duff's Road spoorlyn by of naby Durban;

- (l) op 16 November 2000 aan **MOSES MTU DLAMINI** (gebore in 1975), ten opsigte van -
 - (i) die moord op 'n onbekende man; en
 - (ii) die onwettige besit van 'n vuurwapen en ammunisie, gepleeg gedurende of omstreeks November of Desember 1992 by of naby Tongaat in die distrik Inanda;
- (m) op 21 November 2000 aan **LAZARUS KHAZAMULA MTHETHWA** (identiteitsnommer 6607285623087), ten opsigte van die moord op ALEC MASHABA, gepleeg op of omstreeks 13 Julie 1986 by of naby Tembisa;
- (n) op 30 November 2000 aan -
 - (i) **XOLANI RUSSEL PHUNGULA** (identiteitsnommer 7108135623084); en
 - (ii) **THAMI THULANI ZONDI** (geboortedatum 20 November 1968), ten opsigte van die moord op THEMBISILE VICTORIA MMETHEMBU, gepleeg op of omstreeks 28 September 1991 by of naby Jabula Road, Enhlalakahle;
- (o) op 15 Januarie 2001 aan -
 - (i) **ABOOBAKER ISMAIL** (identiteitsnommer 5412256054083), ten opsigte van -
 - (aa) die opleiding van strydery en ander operatiewe van MK in Angola, gepleeg gedurende die tydperk Junie 1978 tot November 1979;
 - (bb) die operasies wat gedurende die tydperk Desember 1979 tot Augustus 1987 (asook op 16 Maart 1988) deur die *Special Operasies*

Unit van MK, insluitende die *Dolphin Unit*, uitgevoer is toe hy 'n bevelvoerder van so 'n eenheid was, welke operasies die volgende was:

- (A) die aanvalle op Sasol I en Sasol II, gepleeg op of omstreeks 31 Mei of 1 Junie 1980;
- (B) die aanvalle op die Arnot- en die Camden-kragstasie en die Delmas-substasie, gepleeg op of omstreeks 21 Julie 1981;
- (C) die aanval op Voortrekkerhoogte, gepleeg op of omstreeks 12 Augustus 1981;
- (D) die aanvalle op 'n transformator in Witbank, 'n waterpyp by Sasol II en die Evander-substasie, gepleeg op of omstreeks 23 Oktober 1981;
- (E) die aanval op die Rosslyn-substasie, gepleeg op of omstreeks 13 November 1981;
- (F) die aanval op die Capital Park-substasie, gepleeg op of omstreeks 15 Desember 1981;
- (G) die aanval op die brandstofopslagplek en Evkom-transformator by Hectorspruit, gepleeg op of omstreeks 28 Mei 1982;
- (H) die aanvalle op die Total-brandstofopslagplek by Paul Pietersburg en die spoorlyn by Kemps List Myn, gepleeg op of omstreeks 2 Junie 1982;
- (I) die aanval op die spoorwegopslagplek en oliepyplyn by Scheepersnek, gepleeg op of omstreeks 28 Junie 1982;
- (J) die aanval op 'n spoorlyn by Upington, gepleeg op of omstreeks 26 September 1982;
- (K) die aanval op 'n petrolbergingsplek by Mkuze, gepleeg op of omstreeks 8 November 1982;
- (L) die aanval op die Lawley-substasie, gepleeg gedurende of omstreeks Desember 1982;
- (M) die kleefmynontploffing by die Johannesburgse Landdroshof, gepleeg op of omstreeks 31 Desember 1982;
- (N) die aanval op die Koeberg Kernkragstasie, gepleeg gedurende Desember 1982;
- (O) die motorbomontploffing buite die gebou wat die SAAF-

Hoofkwartier huisves, in Kerkstraat, Pretoria, gepleeg op of omstreeks 20 Mei 1983;

(P) die kleefmynontploffing by die gebou van die Departement van Binnelandse Sake, Roodepoort, gepleeg op of omstreeks 28 Junie 1983;

(Q) die aanval op Sasol II by Secunda, gepleeg op of omstreeks 20 Julie 1983;

(R) die ontploffing by die Ciskeise Ambassade in Pretoria, gepleeg gedurende Julie 1983;

(S) die kleefmynontploffing by die Temple of Israel Sinagoge, Hillbrow, Johannesburg, gepleeg op of omstreeks 6 Augustus 1983;

(T) die kleefmynontploffing by die Ciskeise Konsulaat in Johannesburg, gepleeg op of omstreeks 26 Augustus 1983;

(U) die ontploffing by 'n kragmas by die Waltloo-substasie, gepleeg gedurende Augustus 1983;

(V) die ontploffings by twee elektriese substasies in Sandton, gepleeg op of omstreeks 10 September 1983;

(W) die kleefmynontploffing by die Warmbadse brandstofopslagplek, gepleeg op of omstreeks 10 Oktober 1983;

(X) die plaas van of 'n kleefmyn by die Warmbadse munisipale kantore, gepleeg op of omstreeks 10 Oktober 1983;

(Y) die ontploffing by die kantore van die Departement van Samewerking en Ontwikkeling, Marshalltown, Johannesburg, gepleeg op of omstreeks 7 Desember 1983;

(Z) die ontploffing by die Departement van Gemeenskapsontwikkeling in Breestraat, Johannesburg, gepleeg op of omstreeks 12 Desember 1983;

(AA) die ontploffing op 'n spoorlyn in Lawley, gepleeg gedurende 1984;

(BB) die ontploffing op 'n elektrisiteitskragmas by Villiers, gepleeg gedurende 1984;

- (CC) die kleefmynontploffing buite 'n SAW-gebou in Andersonstraat, Johannesburg, gepleeg gedurende 1984;
- (DD) die bomontploffing by die Roodepoortse Polisiehooftartier, gepleeg op of omstreeks 28 Junie 1983;
- (EE) die ontploffing by die Hooftartier van die SAP se Soweto-tak in Roodepoort, gepleeg op of omstreeks 17 Augustus 1983;
- (FF) die kleefmynontploffing by die kantore van die Departement van Onderwys en Opleiding in Johannesburg, gepleeg op of omstreeks 23 Augustus 1983;
- (GG) die kleefmynontploffing by die kantore van die Spoorwegpolisie, hoek van Plein- en Harrisonstraat, Johannesburg, gepleeg op of omstreeks 24 Augustus 1984;
- (HH) die ontploffing by die Departement van Binnelandse Sake, Harrisonstraat, Johannesburg, gepleeg op of omstreeks 3 September 1984;
- (II) die plaas van of 'n kleefmyn in die Hooggeregshof, Johannesburg, gepleeg op of omstreeks 5 September 1984;
- (JJ) die ontploffing by 'n Rustenburg-substasie, gepleeg op of omstreeks 5 September 1984;
- (KK) die ontploffing by die Departement van Samewerking en Ontwikkeling, Krugersdorp, gepleeg op of omstreeks 14 September 1984;
- (LL) die ontploffing by die kantore van die Departement van Buitelandse Sake, Marketstraat, Johannesburg, gepleeg op of omstreeks 15 Desember 1984;
- (MM) die ontploffing by die Ou Weermag- kantore in Marshallstraat, Johannesburg, gepleeg op of omstreeks 9 Februarie 1985;
- (NN) die kleefmynontploffing by die Kantore van die Nasionale Party, Kroonstad, gepleeg op of omstreeks 4 Maart 1985;
- (OO) die ontploffing van 'n waterpyplyn naby Voortrekkerhoogte, gepleeg gedurende 1985;
- (PP) die kleefmynontploffing by die Langlaagte-rangeerwerf, gepleeg gedurende 1985;
- (QQ) die ontploffing by die Anglo American/Anglovaal-gebou in

Marshalltown, Johannesburg, gepleeg op of omstreeks 30 April 1985;

(RR) die ontploffing by SAW Transvaal Mediese Kommandement, Hillbrow, Johannesburg, gepleeg op of omstreeks 28 Mei 1985;

(SS) die ontploffing by die gebou van die Kamer van Mynwese, Marshalltown, Johannesburg, gepleeg gedurende 1985;

(TT) die kleefmynontploffing by die kantore van die Southern Cross Fund, Rissikstraat, Johannesburg, gepleeg op of omstreeks 30 Mei 1985;

(UU) die kleefmynontploffing by die AECI-kantore, Carltonsentrum, Johannesburg, gepleeg op of omstreeks 25 Junie 1985;

(VV) die ontploffing buite Franwell House, Presidentstraat, Johannesburg, gepleeg op of omstreeks 1 November 1985;

(WW) die aanval op Sasol II by Secunda, gepleeg op of omstreeks 28 November 1985;

(XX) die ontploffing in die toiletblok van die Cambridge-polisiestasie, Oos-Londen, gepleeg op of omstreeks 19 Februarie 1986;

(YY) die kleefmynontploffing by John Vorsterplein, gepleeg op of omstreeks 4 Maart 1986;

(ZZ) die aanval op Wits Kommandement, Johannesburg, gepleeg op of omstreeks 30 Julie 1987;

(AAA) die kleefmynontploffing by 'n elektriese substasie in Bryanston, gepleeg op 'n onbekende datum;

(BBB) die ontploffing op 'n waterpyplyn in Linksfieldweg, Randburg, gepleeg op 'n onbekende datum;

- (CCC) die ontploffing by die kantore van die Huis van Afgevaardigdes in Lenasia, gepleeg op 'n onbekende datum;
 - (DDD) die ontploffing van drie kleefmyne in Brakpan, een by die Landdroshof, een by die Burgersentrum en een by die SAP-slaapsaal, gepleeg op 'n onbekende datum;
 - (EEE) die ontploffing by die Krugersdorpse Landdroshof, gepleeg op of omstreeks 16 Maart 1988; en
 - (cc) verkryging, berging en verspreiding van vuurwapens, ammunisie en ander oorlogswapens en ontplofbare materiale en toestelle gedurende die tydperk September 1987 tot April 1994, toe hy 'n lid van MK Militêre Hoofkwartier en Hoof van Krygsbehoefte was;
- (ii) **JOHANNES MNISI**, ten opsigte van -
- (aa) die aanvalle op die Arnot- en die Camden-kragstasie en die Delmas-substasie, gepleeg op of omstreeks 21 Julie 1981;
 - (bb) die aanval op die Voortrekkerhoogte Militêre Basis, gepleeg op of omstreeks 12 Augustus 1981;
 - (cc) die poging om 'n motorvoertuig by ZAHIED IBRAHIM PATEL te steel, gepleeg op of omstreeks 12 Augustus 1981;
 - (dd) die motorbomontploffing buite die gebou wat die SAAF-Hoofkwartier huisves in Kerkstraat, Pretoria, gepleeg op of omstreeks 20 Mei 1983; en
 - (ee) die aanval op Wits Kommandement, Johannesburg, gepleeg op of omstreeks 30 Julie 1987;
- (iii) **MOHAMMED IQBAL SHAIK** (identiteitsnommer 5808265836081), ten opsigte van -
- (aa) die kleefmynontploffing by Lawley-substasie, gepleeg gedurende of omstreeks Desember 1982;
 - (bb) die kleefmynontploffing buite die Johannesburgse Landdroshof, gepleeg op of omstreeks 31 Desember 1982;
 - (cc) die kleefmynontploffing by die gebou van die Departement van

Binnelandse Sake, Roodepoort, gepleeg op of omstreeks 28 Junie 1983;

- (dd) die ontploffing by die Ciskeise Ambassade, Pretoria, gepleeg gedurende Julie 1983;
- (ee) die kleefmynontploffing by die *Temple of Israel Sinagoge*, Hillbrow, Johannesburg, gepleeg op of omstreeks 6 Augustus 1983;
- (ff) die ontploffing by die kantore van die Ciskeise Konsulaat in Johannesburg, gepleeg op of omstreeks 26 Augustus 1983;
- (gg) die kleefmynontploffing by die Warmbadse brandstofopslagplek, gepleeg op of omstreeks 10 Oktober 1983;
- (hh) die plaas van 'n kleefmyn by die Warmbadse Munisipale Kantore, gepleeg op of omstreeks 10 Oktober 1983;
- (ii) die ontploffing by die kantore van die Departement van Samewerking en Ontwikkeling, Marshalltown, Johannesburg, gepleeg op of omstreeks 7 Desember 1983;
- (jj) 'n kleefmynontploffing by die kantore van die Departement van Gemeenskapsontwikkeling in Armadale House, Breestraat, Johannesburg, gepleeg op of omstreeks 12 Desember 1983;
- (kk) die ontploffing op die spoorlyn by Lawley, gepleeg gedurende 1984;
- (ll) die ontploffing van 'n kleefmyn buite 'n SAW-gebou in Andersonstraat, Johannesburg, gepleeg gedurende 1984;
- (mm) die ontploffing by die Hoofkwartier van die SAP se Soweto-tak in Roodepoort, gepleeg op of omstreeks 17 Augustus 1984;
- (nn) die kleefmynontploffing by die kantore van die Departement van Onderwys en Opleiding, Johannesburg, gepleeg op of omstreeks 23 Augustus 1984;
- (oo) die ontploffing by die kantore van die Spoorwegpolisie, hoek van Plein- en Harrisonstraat, Johannesburg, gepleeg op of omstreeks 24 Augustus 1984;
- (pp) die ontploffing by die kantore van die Departement van Binnelandse Sake, Harrisonstraat, Johannesburg, gepleeg op of omstreeks 3 September 1984;
- (qq) die plaas van 'n kleefmyn in die Hooggeregshof, Johannesburg, gepleeg op of omstreeks 5 September 1984;

- (rr) die ontploffing by die kantore van die Departement van Buitelandse Sake, Marketstraat, Johannesburg, gepleeg op of omstreeks 15 Desember 1984;
- (ss) die kleefmynontploffing by die kantore van die Nasionale Party, Kroonstad, gepleeg op of omstreeks 4 Maart 1985;
- (tt) die ontploffing op 'n waterpyplyn naby Voortrekkerhoogte, gepleeg gedurende 1985;
- (uu) die kleefmynontploffing by die Langlaagte-rangeerwerf, gepleeg gedurende 1985;
- (vv) die ontploffing by die Anglo American/Anglo Vaal-gebou in Marshalltown, Johannesburg, gepleeg op of omstreeks 30 April 1985;
- (ww) die ontploffing by die gebou van die Kamer van Mynwese, Marshalltown, Johannesburg, gepleeg gedurende 1985;
- (xx) die ontploffing by SAW Mediese Kommandement, Hillbrow, Johannesburg, gepleeg op of omstreeks 28 Mei 1985;
- (yy) die kleefmynontploffing by die kantore van die Southern Cross Fund, Rissikstraat, Johannesburg, gepleeg op of omstreeks 30 Mei 1985;
- (zz) die ontploffing van die kleefmyn by die AECI-kantore, Carltonsentrum, Johannesburg, gepleeg op 25 Junie 1985;
- (aaa) die ontploffing buite Franwell House, Presidentstraat, Johannesburg, gepleeg op of omstreeks 1 November 1985;
- (bbb) die kleefmynontploffing by 'n elektriese substasie in Bryanston, gepleeg op 'n onbekende datum;
- (ccc) die ontploffing op 'n waterpyplyn in Linksfieldweg, Randburg, gepleeg op 'n onbekende datum;
- (ddd) die ontploffing by die kantore van die Huis van Afgevaardigdes, Lenasia, gepleeg op 'n onbekende datum;
- (eee) die ontploffing van drie kleefmyne in Brakpan, een by die Landdroshof, een by die Burgersentrum en een by die SAP-slaapsaal, gepleeg op 'n onbekende datum;
- (fff) die ontploffing by die Krugersdorpse Landdroshof, gepleeg op of omstreeks 16 Maart 1988; en
- (ggg) die onregmatige ontvangs, besit en verspreiding van vuurwapens,

ammunisie, ander oorlogswapens en ontplofbare materiale en toestelle gedurende die tydperk 1983 tot Desember 1993;

(iv) **MOHAMMED ABDULHAI ISMAIL** (identiteitsnommer 5311215152055), ten opsigte van -

- (aa) kleefmynontploffing by Lawley-substasie, gepleeg gedurende of omstreeks Desember 1982;
- (bb) kleefmynontploffing buite die Johannesburgse Landdroshof, gepleeg op of omstreeks 31 Desember 1982;
- (cc) kleefmynontploffing by die gebou van die Departement van Binnelandse Sake, Roodepoort, gepleeg op of omstreeks 28 Junie 1983;
- (dd) die ontploffing by die Ciskeise Ambassade, Pretoria, gepleeg gedurende Julie 1983;
- (ee) die kleefmynontploffing by die Temple of Israel Sinagoge, Hillbrow, Johannesburg, gepleeg op of omstreeks 6 Augustus 1983;
- (ff) die ontploffing by die Ciskeise Konsulaat, Johannesburg, gepleeg op of omstreeks 26 Augustus 1983;
- (gg) die kleefmynontploffing by die Warmbadse brandstofopslagplek en die plaas van 'n kleefmyn by die Warmbadse Munisipale Kantore, gepleeg op of omstreeks 10 Oktober 1983;
- (hh) die ontploffing op die spoorlyn by Lawley, gepleeg gedurende 1984;
- (ii) die ontploffing op 'n elektrisiteitskragmas by Villiers, gepleeg gedurende 1984;
- (jj) die ontploffing van 'n kleefmyn buite 'n SAW-gebou in Andersonstraat, Johannesburg, gepleeg gedurende 1984;
- (kk) die kleefmynontploffing by die kantore van die Nasionale Party, Kroonstad, gepleeg op of omstreeks 4 Maart 1985;
- (ll) die ontploffing op 'n waterpyplyn naby Voortrekkerhoogte, gepleeg gedurende 1985; en
- (mm) die kleefmynontploffing by die Langlaagte-rangeerwerf, gepleeg gedurende 1985;

(v) **COLIN MARK DE SOUSA**, ten opsigte van -

- (aa) die onwettige betreding van 'n beperkte gebied van die weermag, by Wits Kommandement, Johannesburg, in stryd met artikel 89(3) van die Verdedigingswet, No. 44 van 1957, gepleeg gedurende of omstreeks Junie 1987;
- (bb) die feit dat hy hom as 'n lid van die weermag uitgegee het en die wangebruik van 'n weermaguniform, in stryd met artikel 115(1) van die Verdedigingswet, No. 44 van 1957, by Wits Kommandement, Johannesburg, gepleeg gedurende of omstreeks Junie 1987; en
- (cc) die sameswering om 'n daad van sabotasie by Wits Kommandement, Johannesburg, te pleeg, gepleeg gedurende of omstreeks Junie 1987;

(vi) **DAVID MOTSHWANE MOISI** (identiteitsnommer 5603185810088), ten opsigte van die aanval op Sasol II, gepleeg op of omstreeks 31 Mei 1980;

(vii) **SIPHO MATTHEWS THOBELA** (identiteitsnommer 5605245802088), ten opsigte van die aanval op Sasol II, gepleeg op of omstreeks 31 Mei 1980;

(p) 23 Januarie 2001 aan -

(i) **EUGENE DE KOCK** (identiteitsnommer 4901295009000), ten opsigte van -

- (aa) die sameswering om SOLLY ZACHARIA SHOKE te vermoor, gepleeg gedurende of omstreeks 1986;
- (bb) die poging tot moord op SOLLY ZACHARIA SHOKE, gepleeg gedurende of omstreeks 1986 by of naby Mbabane, Swaziland;
- (cc) die gebruik van 'n vals paspoort en die feit dat hy onwettiglik in Swaziland ingegaan het, gepleeg gedurende of omstreeks 1986;

- (dd) die onwettige oorsteek van internasionale grense by Nerston Grenspos;
 - (ee) die onregmatige besit van wapens en ammunisie; en
 - (ff) alle misdrywe en enige delikte wat uit die voorval voortspruit;
- (ii) **BEN TUROK** (identiteitsnommer 2706265182080), ten opsigte van brandstigting, gepleeg gedurende of omstreeks 1961 by of naby Rissikstraat Poskantoor;
- (iii) **ZACHARIA MOLOTSI** (identiteitsnommer 5301195739088), ten opsigte van die misdryf hoogverraad, waaraan hy op 20 Oktober 1983 in die Pretoriase Hooggeregshof skuldig bevind is en waarvoor hy gevonnissen is;
- (iv) **EPHRAIM PHUMUGA MOGALE** (identiteitsnommer 5902065850085), ten opsigte van die onregmatige besit, hantering en verspreiding van vuurwapens, plofstowwe en ander oorlogswapens, gepleeg gedurende die tydperk 1986 tot 1990;
- (v) **PATRICK MABUYA BALEKA** (identiteitsnommer 5910135774086), ten opsigte van die misdryf hoogverraad, gepleeg gedurende of omstreeks September 1984 in die destydse provinsie Transvaal;
- (q) op 29 Januarie 2001 aan -
- (i)(a) **WILHELM JOHANNES COETZEE** (identiteitsnommer 5204095090000);
 - (b) **MANUEL ANTONIO OLIFANT** (identiteitsnommer 5901045244088);
 - (c) **LODEWYK DE JAGER** (identiteitsnommer 4701285033006); en
 - (d) **MZIMKULU VEYI** (geboortedatum 23 September 1953),
- ten opsigte van alle misdrywe en delikte wat spruit uit die aanval op die eiendom van STEPHEN PULERAMAILENG MAPHIKE, gepleeg op of omstreeks 6 Junie 1986 by of naby Morok 945, Rockville, Soweto;

- (ii)(a) **WILHELM JOHANNES COETZEE** (identiteitsnommer 5204095090000);
- (b) **MANUEL ANTONIO OLIFANT** (identiteitsnommer 5901045244088); en
- (c) **LODEWYK DE JAGER** (identiteitsnommer 4701285033006),

ten opsigte van alle misdrywe en delikte wat spruit uit die ontploffing by die huis van SEBASTIAAN REED, geleë by Klipspruit, Soweto, gepleeg gedurende of omstreeks 1986 tot 1987;

- (iii)(a) **MANUEL ANTONIO OLIFANT** (identiteitsnommer 5901045244088);
- (b) **ANTON PRETORIUS** (identiteitsnommer 5804075046086); en
- (c) **KOBUS KLOPPER** (identiteitsnommer 6612095169088),

ten opsigte van alle misdrywe en delikte wat spruit uit hulle onregmatige betreding van die huis van WINNIE MADIKIZELA-MANDELA, gepleeg gedurende of omstreeks die tydperk Mei 1991 tot September 1992 by of naby Soweto;

(r) op 1 Februarie 2001 aan -

- (i) **EUGENE ALEXANDER DE KOCK** (identiteitsnommer 4901295009000);
- (ii) **DOUW GERBRAND WILLEMSE** (identiteitsnommer 600605513108 1);
- (iii) **IZAK DANIEL BOSCH** (identiteitsnommer 590618500006); en
- (iv) **EUGENE FOURIE** (identiteitsnommer 5906175019085),

ten opsigte van -

- (aa) sameswering om by die kantore van die *Swedish International Development Agency* ("SIDA") in te breek, gepleeg gedurende of omstreeks 1986 by of naby Piet Retief;
- (bb) die inbraak by die SIDA-kantore en die diefstal van lêers, joernale/dagboeke, foto's en 'n aantal dokumente, gepleeg gedurende of omstreeks 1986;
- (cc) die kwaadwillige beskadiging van eiendom, naamlik 'n fotokopieermasjien, wat aan SIDA behoort;
- (dd) die ontvoering en intimidering van onbekende persone by die SIDA-kantoor, gepleeg gedurende of omstreeks 1986 in of naby Manzini, Swaziland; en
- (ee) regsverydeling;

(s) op 1 Februarie 2001 aan -

- (i) **EUGENE ALEXANDER DE KOCK** (identiteitsnommer 4901295009000);
- (ii) **JACOB FRANCOIS KOK** (identiteitsnommer 5808195089009); en
- (iii) **WYBRAND ANDREAS LODEWICUS DU TOIT** (identiteitsnommer 5010025025085),

ten opsigte van -

- (aa) sameswering om 'n onbekende lid van die ANC en MK te vermoor, gepleeg gedurende of omstreeks die laat tagtigerjare by of naby Pretoria;
- (bb) die poging tot moord op 'n onbekende persoon, gepleeg in of naby Manzini, Swaziland;
- (cc) die oortreding van die bepalings van die Wet op Ontplofbare Stowwe, gepleeg in of naby Manzini, Swaziland; en
- (dd) enige misdryf of delik wat uit die voorval voortspruit;

(t) op 7 Februarie 2001 aan -

- (i) **SAKHAMUZI HORALI ELVIS NDABA** (identiteitsnommer 7012055595087); en

- (ii) **TOBIAS RONNIE MBANJWA** (identiteitsnommer 7111135454088),

ten opsigte van die moord op WANI KINSELE DERICK KHANYILE, gepleeg gedurende of omstreeks 1993 by of naby Dambuza, KwaZulu-Natal;

(u) op 1 Maart 2001 aan -

- (i) **XOLISA MKONWANA** (identiteitsnommer 6902115622087), ten opsigte van

- (aa) die brandstigting by die SADA Rent Office;
- (bb) die brandstigting by die huis van MNR. DM DIGANE;
- (cc) die kwaadwillige beskadiging van eiendom van MNR. MPETEGA;
- (dd) die moord op NOMBONISO CAKWE; en
- (ee) die moord op ANDREW PAKA;

- (ii) **PETER ISHMAEL ROCKY MALEBANA-METSING** (identiteitsnommer 4908235663085), ten opsigte van alle misdrywe en delikte wat voortspruit uit of regstreeks verwant is aan sy beplanning, organisering en uitvoer van 'n militêre staatsgreep, gepleeg op of omstreeks 10 Februarie 1988 in of naby Bophuthatswana;
- (v) op 13 Maart 2001 aan -
 - (i) **PRINCE NKOSINATHI SHANGASE** (identiteitsnommer 7009245349083);
 - (ii) **PHINOA WALTER KWEYAMA** (geboortedatum 13 Maart 1968); en
 - (iii) **MM MKHIZE** (geboortedatum 2 Februarie 1968),ten opsigte van die diefstal by die South Coast Armoury (Isipingo Gun Shop), gepleeg op of omstreeks 22 April 1993;
- (w) op 5 April 2001 aan **GEORGE FRANCOIS HAMMOND** (identiteitsnommer 5004125010006), ten opsigte van -
 - (i) enige misdrywe of delikte wat regstreeks verwant is aan of wat voortspruit uit die ontploffing van 'n kleefmyn, gepleeg op of omstreeks 27 Julie 1980 in die parkeergebied van die J G Strydom-hospitaal in Johannesburg; en
 - (ii) enige misdrywe of delikte wat regstreeks verwant is aan of wat voortspruit uit die ontploffing van 'n kleefmyn, gepleeg op of omstreeks 27 Julie 1980 by Joubert Park, Johannesburg;
- (x) op 11 April 2001 aan **DICK ABSOLOM NGWENYA** (identiteitsnommer 5406035230089), ten opsigte van die onregmatige verlaat en binnekom van Suid-Afrika sonder die nodige magtiging of dokumentasie, gepleeg by verskillende geleenthede gedurende die tagtigerjare;

- (y) op 30 April 2001 aan -
- (i) **REGINALD JABU SIMELANE** (identiteitsnommer 6911235752088);
 - (ii) **ALFRED SIMELANE** (identiteitsnommer 6702025451084); en
 - (iii) **ROBBIE BONGANI MABUZA** (geboortedatum 22 September 1969),
- ten opsigte van die moord op BENJAMIN MASINGA, gepleeg op of omstreeks 19 April 1986 by of naby Atteridgeville, Pretoria;
- (z) op 7 Mei 2001 aan -
- (i) **STEPHANUS ADRIAAN OOSTHUIZEN** (identiteitsnommer 5603095107005), ten opsigte van -
 - (aa) delikte en misdrywe wat spruit uit die onregmatige arrestasie van 'n onbekende ANC-aktivis, gepleeg gedurende of omstreeks 1986 by of naby die Pretoria-Siyabuswa-pad, Kwandebele;
 - (bb) alle delikte en misdrywe wat spruit uit die ondervraging en aanranding van 'n onbekende ANC-aktivis op 'n plaas, gepleeg gedurende of omstreeks 1986 by of naby die Pietersburg-snelweg; en
 - (cc) alle delikte en misdrywe wat spruit uit die plofstof-aanval op 'n huis in Kwandebele gedurende of omstreeks 1986;
 - (ii) **JOHAN HENDRIK LE ROUX** (identiteitsnommer 4602045042008), ten opsigte van -
 - (aa) delikte en misdrywe wat spruit uit 'n ontploffing by 'n ongebruikte spoorlyn in Factoria, Krugersdorp, gepleeg gedurende of omstreeks 1987 of 1988;
 - (bb) misdrywe wat regstreeks spruit uit die onregmatige daarstelling van 'n geheime wapenvoorraad, gepleeg gedurende of omstreeks Maart 1988 by of naby Krugersdorp;
 - (cc) alle misdrywe wat spruit uit die sameswering om 'n bomaanval te doen op die kantoor van 'n onbekende persoon wat daarvan verdink is dat hy dade van terrorisme gepleeg het en vuurwapens en plofstowwe gesmokkel het, gepleeg gedurende of omstreeks 1988 by of naby Roodepoort; en
 - (dd) alle misdrywe wat spruit uit die bedrieglike registrasie van voertuie wat

van die Verenigde Nasies gesteel is, as deel van die polisie vloot, gepleeg gedurende of omstreeks 1990 by of naby Pretoria;

(aa) op 8 Mei 2001 aan **WILHELM JOHANNES COETZEE** (identiteitsnommer 5204095090000), ten opsigte van -

- (i) alle misdrywe wat spruit uit 'n ontploffing wat by 'n hulpspoorlyn plaasgevind het, gepleeg gedurende of omstreeks die tydperk 9 April 1981 tot 31 Desember 1987 by of naby Johannesburg; en
- (ii) alle misdrywe wat spruit uit die daarstelling van 'n geheime wapenvoorraad, gepleeg gedurende of omstreeks 1985 by of naby Zuurbekom, Soweto;

(bb) op 11 Mei 2001 aan -

(i) **MCEBO VINCENT NENE** (geboortedatum 4 Desember 1967), ten opsigte van -

- (A) poging tot roof; en
- (B) die besit van 'n ongelisensieerde vuurwapen,

gepleeg op of omstreeks 30 Januarie 1991 by of naby "K" Section, Umlazi, KwaZulu-Natal;

(ii) **FREDERICK HENDRIK LOUBSER** (identiteitsnommer 6202165078003), ten opsigte van -

- (A) die deelname aan 'n operasie wat beoog is om skade aan te rig deur 'n brand te stig by 'n huis geleë iewers tussen Linksfield-kliniek en Louis Bothalaan in Johannesburg; en
- (B) die beskadiging van die voertuig en eiendom van 'n groep akteurs verbind aan die *End Conscription Campaign*, gepleeg gedurende of omstreeks die tydperk Augustus tot Desember 1986 by of naby die Universiteit van die Witwatersrand, Johannesburg;

- (iii) **ROELOF BRAND VISAGIE** (identiteitsnommer 6102075018083), ten opsigte van regsverrydeling in verband met die dood van NTOMBI KHUBEKA en die wegdoen van haar liggaam, gepleeg gedurende of omstreeks die tydperk April tot Mei 1987 by of naby die verlate skietbaan by Winkelspruit, naby Durban;
- (cc) op 17 Mei 2001 aan -
- (i) **RAYMOND LALLA** (identiteitsnommer 5801255142081), ten opsigte van -
- (A) die motorbomvoorval, gepleeg op of omstreeks 3 April 1984 op die Victoria Embankment;
- (B) die motorbomvoorval, gepleeg op of omstreeks 12 Julie 1984 by of naby Jacobs;
- (C) die beplanning, fasilitering en implementering van *Operation Butterfly* en alle voorvalle wat uitgevoer is ter bevordering van, of wat spruit uit, die operasie; en
- (D) alle daad, misdrywe of delikte wat daaruit voortspruit;
- (ii) **JACOB JAN HENDRIK VAN JAARSVELD** (identiteitsnommer 5804205183007), ten opsigte van alle misdrywe wat spruit uit die ondersoeke rakende MATTHEW GONIWE, insluitende sameswering om moord te pleeg;
- (dd) op 18 Mei 2001 aan -
- (i) **DAWID JACOBUS BRITS** (identiteitsnommer 5611085038080), ten opsigte van -
- (A) enige delik of misdryf wat regstreeks verwant is aan of voortspruit uit die skepping van 'n onregmatige geheime wapenvoorraad, gepleeg op 'n onbekende datum by of naby Nelspruit; en
- (B) enige delik of misdryf wat regstreeks verwant is aan of wat voortspruit uit die vernietiging van wapens en plofstowwe, gepleeg op 'n onbekende datum by of naby Paardefontein in die distrik Pretoria;
- (ii) **LAWRENCE VUMANKOSI NTIKINCA** (geboortedatum 4 April 1958), ten

opsigte van -

- (A) die onregmatige besit van wapens en ammunisie;
- (B) lidmaatskap van 'n verbode organisasie; en
- (C) die diefstal van reisdokumente en toerusting om infiltrasie te fasiliteer;

(ee) op 22 Mei 2001 aan **MICHAEL BELLINGAN** (identiteitsnommer 5712255094000),

ten opsigte van -

- (i) alle delikte en misdrywe wat regstreeks spruit uit verskeie operasies by die Universiteit van die Witwatersrand, kwaadwillige beskadiging van eiendom, crimen injuria, intimidasie en laster, gepleeg gedurende of omstreeks die tydperk 1982 tot 1986 by of naby die Universiteit van die Witwatersrand in Johannesburg;
- (ii) alle delikte en misdrywe, insluitende brandstigting en kwaadwillige beskadiging van eiendom, wat spruit uit die voorval gepleeg gedurende of omstreeks die tydperk 1984 by of naby die *Media Resources Centre* van die Universiteit van die Witwatersrand in Johannesburg;
- (iii) alle misdrywe en delikte, insluitende kwaadwillige beskadiging van die eiendom van aktiviste, wat spruit uit voorvalle gepleeg gedurende die tydperk 1982 tot 1994 in of naby die Witwatersrand-gebied;
- (iv) alle misdrywe en delikte wat spruit uit die onwettige opname van gesprekke, insluitende skending van privaatheid en crimen injuria, gepleeg gedurende die tydperk 1982 tot 1986 in of naby Johannesburg;
- (v) alle misdrywe en delikte wat spruit uit die diefstal van 'n kasset van GWENDOLYN CARTER, gepleeg gedurende of omstreeks 1982 by of naby Johannesburg;
- (vi) alle delikte en misdrywe, insluitende laster, wat spruit uit die verspreiding van pamflette, gepleeg gedurende of omstreeks 1984 in of naby Johannesburg;
- (vii) alle delikte en misdrywe, insluitende kwaadwillige beskadiging van eiendom en crimen injuria, wat spruit uit die verspreiding en vertoning van plakkers, gepleeg gedurende of omstreeks die tydperk 1983 tot 1985 in Johannesburg;
- (viii) alle delikte en misdrywe wat spruit uit die voorvalle van intimidasie wat op 'n joernalis, mnr. ANTON HARBER, gerig was, gepleeg gedurende of omstreeks die tydperk 1984 tot 1985 by of naby Yeoville, Johannesburg;

- (ix) alle delikte en misdrywe, insluitende aanranding, wat spruit uit die ontwrigting van protesbyeenkomste, gepleeg gedurende die tydperk 1982 tot 1986 by die kampus van die Universiteit van die Witwatersrand, die Johannesburgse Stadsaal, die Central Methodist Church in Johannesburg en in strate rondom Khotso House in Johannesburg;
 - (x) alle delikte en misdrywe, insluitende intimidasie, diefstal, aanranding en crimen injuria, wat spruit uit die ontwrigting van die een-miljoen-handtekeninge-veldtog, gepleeg gedurende of omstreeks 1985 by of naby die Johannesburgse middestad;
 - (xi) alle delikte en misdrywe, insluitende huisbraak, oortreding en kwaadwillige beskadiging van eiendom, wat spruit uit die diefstal van dokumente, gepleeg gedurende of omstreeks die tydperk 1982 tot 1986 by of naby Johannesburg;
 - (xii) alle delikte en misdrywe, insluitende kwaadwillige beskadiging van eiendom, wat spruit uit die uitbrand van 'n onbekende prokureur se voertuig, gepleeg gedurende of omstreeks 1985 by of naby Johannesburg;
 - (xiii) alle delikte en misdrywe, insluitende brandstigting en kwaadwillige beskadiging van eiendom, wat spruit uit die petrolbomaanval, gepleeg gedurende of omstreeks 1985 by of naby Johannesburg;
 - (xiv) alle delikte en misdrywe, insluitende kwaadwillige beskadiging van eiendom, wat spruit uit die beskadiging van eiendom van aktiviste, gepleeg gedurende of omstreeks die tydperk 1982 tot 1986 in of naby die Witwatersrand-gebied;
 - (xv) alle delikte en misdrywe, insluitende crimen injuria, wat spruit uit die voorvalle wat daarop gerig was om die opposisie in diskrediet te bring, gepleeg gedurende die tydperk 1986 tot 1992 oor die land heen; en
 - (xvi) alle delikte en misdrywe wat spruit uit die afpersing van 'n joernalis, gepleeg gedurende of omstreeks die tydperk 1984 tot 1986 by of naby Johannesburg;
- (ff) op 24 Mei 2001 aan **WILLHELM RIAAN BELLINGAN** (identiteitsnommer 5903035108083), ten opsigte van -
- (i) kwaadwillige beskadiging van eiendom en enige verdere misdryf of delik wat regstreeks met die aanval verband hou, gepleeg gedurende of omstreeks die

tydperk Augustus tot September 1987 by of naby die Gemeenskapsentrum, Kaapstad;

- (ii) alle misdrywe wat regstreeks voortspruit uit die indiening van bedrieglike eise vir vergoeding vir informante, gepleeg gedurende of omstreeks die tydperk Augustus 1981 tot Maart 1993; en
- (iii) huisbraak, gepleeg gedurende of omstreeks 1987 by of naby die GROSSKOPF-eiendomme geleë by of naby onderskeidelik Stellenbosch en Rooi Els;

(gg) op 28 Mei 2001 aan -

- (i)(a) **WIKUS JOHANNES LOOTS** (identiteitsnommer 40011095049007);
- (b) **WILLEM FREDERIK CRAUSE** (identiteitsnommer 5102015001083);
- (c) **JOHANNES DU PREEZ SMIT** (identiteitsnommer 4607215006089);
- (d) **MOSES MOHALANI MODISE** (identiteitsnommer 5311125748083); en
- (e) **WILLEM FREDERIK SCHOON** (identiteitsnommer 3103015023007),

ten opsigte van -

- (A) die sameswering om AARON MKHWANAZI (alias Take Five) en SADIE PULE te vermoor, gepleeg op of omstreeks 31 Desember 1986 of 1 Januarie 1987 by of naby Ramotswa River in Botswana;
- (B) die moord op 'n vrou bekend as MATURA en op enige ander persone wat dalk tydens die uitvoering van die bogemelde voorval gedood is;
- (C) die opsetlike saakbeskadiging wat gedurende die bogemelde voorval aangerig is; en
- (D) enige ander misdryf of delik wat regstreeks aan die gemelde voorval gekoppel is;

- (ii) **WILLEM FREDERICK SCHOON** (identiteitsnommer 3103015023004), ten opsigte van -
- (A) die sameswering om twee onbekende ANC-operatiewe te vermoor, gepleeg in of omstreeks 1972 by of naby Zeerust;
 - (B) die moord op twee onbekende ANC-operatiewe, gepleeg gedurende of omstreeks 1972 by of naby Zeerust; en
 - (C) alle ander misdrywe en delikte wat voortspruit uit sy rol ten opsigte van die betrokke moorde;
- (iii) **LEON FLORES** (identiteitsnommer 5810295193004), ten opsigte van -
- (A) die onregmatige verskaffing van vuurwapens wat deur CRAIG DULI in 'n gepoogde staatsgreep in die voormalige Transkei gebruik sou word, gepleeg gedurende of omstreeks November 1990; en
 - (B) die onregmatige betreding en deursoeking, op 'n onbekende datum, van 'n huis in die Strand/Stellenbosch-gebied en die vakansiehuis van die ouers van die aktivis HEIN GROSSKOPF na die bomontploffing in Krugersdorp;
- (iv) **JOSEPH KGOETLE** (identiteitsnommer 521015672084), ten opsigte van enige misdrywe of delikte wat spruit uit die ontploffing buite die Standard Bank Sport-arena, gepleeg gedurende of omstreeks 1987;
- (v) **DICK JOSEPH HLONGWANE** (geboortedatum 15 September 1939), ten opsigte van -
- (A) enige misdrywe of delikte wat spruit uit die ontploffing buite die Standard Bank Sport-arena, gepleeg gedurende of omstreeks 1987; en
 - (B) alle misdrywe en delikte wat spruit uit sy deelname aan die diefstal van 'n motorvoertuig, gepleeg by of naby Huis 2772, Zone 2, Meadowlands;

(hh) op 30 Mei 2001 aan -

(i) **WYBRAND ANDREAS LODEWICUS DU TOIT** (identiteitsnommer 5010025025085), ten opsigte van -

- (A) alle delikte en misdrywe wat spruit uit die vervaardiging van magnetiese houters, gepleeg gedurende of omstreeks die tydperk 1969;
- (B) alle delikte en misdrywe wat spruit uit die aanpassing van sakhorlosies as knalskakelaars, gepleeg gedurende of omstreeks die tydperk 1970 tot 1985;
- (C) alle delikte en misdrywe wat spruit uit die installeer van versteekte kompartemente in voertuie;
- (D) alle delikte en misdrywe wat spruit uit die diefstal van UNTAG-voertuie, gepleeg gedurende of omstreeks 1990;
- (E) alle delikte en misdrywe wat spruit uit die verskaffing van knaldempers vir die aanpassing van wapens;
- (F) alle delikte en misdrywe wat spruit uit die verskaffing van gif wat gebruik is om honde mee dood te maak;
- (G) alle delikte en misdrywe wat spruit uit die Stratcom-operasie in die Wes-Kaap en die bomaanval op die First National Bank-OTM, gepleeg in of naby Claremont;
- (H) alle delikte en misdrywe wat spruit uit die plaas van plofstowwe in 'n Kombi-voertuig, gepleeg gedurende of omstreeks 1988; en
- (I) alle delikte en misdrywe wat spruit uit die vervaardiging van kleefmyne, mini-kleefmyne, granate en ammunisie, gepleeg gedurende of omstreeks 1985;

(ii) **VICTOR NKOSI BEYIDHIKA NDLOVU** (identiteitsnommer 5603215621083), ten opsigte van alle misdrywe en delikte wat regstreeks spruit uit die handgranaatvoerval, gepleeg gedurende of omstreeks 1990 by of naby Jabulani informele nedersetting, Alexandra;

- (iii) **PETRUS CASPARUS SNYDERS** (identiteitsnommer 5910205011088), ten opsigte van alle misdrywe wat regstreeks spruit uit die vervoer van wapens van Vlakplaas of daarnaby na die omgewing van Piet Retief, gepleeg gedurende of omstreeks 1988;
- (ii) op 31 Mei 2001 aan -
 - (i) **DIRK JOHANNES COETZEE** (identiteitsnommer 4504155027086), ten opsigte van -
 - (A) die moord op PATRICK NKOSI en PATRICK MAKAU, gepleeg op of omstreeks 4 Junie 1980 by of naby Manzini, Swaziland, en alle misdrywe en delikte wat regstreeks daaraan gekoppel word;
 - (B) die moord op PETER DLAMINI en SELBY MAVUSO, gepleeg gedurende of omstreeks 1981 by of naby Komatipoort, en alle misdrywe en delikte wat regstreeks daaraan gekoppel word;
 - (C) die moord op GONISISWE KONDILE en enige misdrywe en delikte wat regstreeks daaraan gekoppel word;
 - (D) enige mindere misdryf of delik of enige misdryf of delik buiten moord wat spruit uit die moord op ACE MOEMA;
 - (E) die poging tot moord op KHOTHATSO CHRISTOPHER MOTOI (Comrade "A") en enige ander misdrywe of delikte wat regstreeks aan die die misdryf gekoppel word;
 - (F) alle misdrywe en delikte wat regstreeks gekoppel word aan die aanval op JOYCE DIPALE se huis, gepleeg op of omstreeks 26 November 1981 in of naby Gaborone;
 - (G) die poging tot moord op JOYCE DIPALE en SHADI NKWANYANE, gepleeg op of omstreeks 26 November 1981;
 - (H) die ontvoering van JOE PILLAY en die aanranding op hom, gepleeg gedurende of omstreeks Februarie en Maart 1981, en ten opsigte van alle misdrywe en delikte wat regstreeks gekoppel word aan en verband hou met hierdie misdrywe;

- (I) die gepoogde ontvoering van 'n persoon bekend as "General", gepleeg gedurende of omstreeks Desember 1981 by of naby Matenga Falls, Swaziland, en alle misdrywe en delikte wat regstreeks aan die poging gekoppel word;
- (J) regsverdeling ten opsigte van 'n misdryf wat as die Manzini Poskantoorbom bekend staan, gepleeg gedurende of omstreeks die tydperk 1977 tot 1979 by die Manzini Poskantoor;
- (K) die diefstal van die volgende voertuie, gepleeg gedurende of omstreeks die tydperk Januarie 1977 tot Desember 1979 in of naby Swaziland:
 - (a) 'n Peugeot 504 van MNR. STANLEY MABITSELA;
 - (b) 'n BMW 5 reeks sedan van MNR. HASSEN PATEL;
 - (c) 'n Toyota 12-sitplek-Minibus;
 - (d) 'n Volkswagen Kewer;
- (L) die gepoogde diefstal van sewe Land Cruisers wat aan die Verenigde Nasies behoort, gepleeg gedurende of omstreeks die tydperk Januarie 1977 tot Desember 1979;
- (M) alle misdrywe en delikte wat verband hou met die inbraak by die kantore van die Departement van Behuising en die Verenigde Nasies se Vluchteling-departement, gepleeg gedurende of omstreeks 1977 by of naby Mbabane, Swaziland;
- (N) die gepoogde vernietiging van die spoorlyn by Mpaka, gepleeg gedurende of omstreeks die tydperk 1977 tot 1979;
- (O) sameswering om 'n Land Cruiser wat aan die ANC behoort, te beskadig, gepleeg gedurende of omstreeks 1980 by of naby Swaziland;
- (P) die diefstal van 'n Audi-motorvoertuig, die eiendom van MNR. EDWARD MAEPI, gepleeg gedurende of omstreeks 1981 by of naby Uitenhage;
- (Q) die beskadiging van 'n polisieman se voertuig, gepleeg gedurende of omstreeks 1981 by of naby Aliwal-Noord;

- (R) die diefstal van 'n Kombi wat aan die *National Automobile and Allied Workers' Union* behoort, gepleeg gedurende of omstreeks 1981 by of naby Johannesburg; en
 - (S) die misdrywe en delikte wat verband hou met die uitbrand van 'n Volkswagen en 'n klein vragmotor wat aan ROBERT SACCO behoort, gepleeg gedurende of omstreeks 1981 by of naby Rhodes;
- (ii) **BUTANA ALMOND NOFEMELA** (identiteitsnommer 1-5698638), ten opsigte van -
- (A) alle misdrywe en delikte wat regstreeks gekoppel word aan die aanval op JOYCE DIPALE se huis, gepleeg op of omstreeks 26 November 1981 in of naby Gaborone;
 - (B) die poging tot moord op JOYCE DIPALE en SHADI NKWANYANE, gepleeg op of omstreeks 26 November 1981;
 - (C) die poging om 'n persoon bekend as "General" te ontvoer en alle misdrywe en delikte wat regstreeks aan die poging gekoppel word, gepleeg gedurende of omstreeks Desember 1981 by of naby Matenga Falls, Swaziland;
 - (D) die poging tot moord op KHOTHATSO CHRISTOPHER MOTOI (Comrade "A"), en enige ander misdrywe of delikte wat regstreeks aan die misdryf gekoppel word;
 - (E) alle misdrywe en delikte wat regstreeks voortspruit uit die ontvoering van en aanranding op MOABI DIPALE, gepleeg gedurende of omstreeks Oktober 1981;
 - (F) die daade, versuime, misdrywe en delikte wat binne die jurisdiksie van die Suid-Afrikaanse Howe val en wat voortspruit uit en regstreeks verband hou met die sameswering om ANC-lede dood te maak, gepleeg gedurende of omstreeks November 1985 by of naby Mbabane, Swaziland;
 - (G) enige onregmatige daad gepleeg in verband met die ontvoering en marteling van JAPIE KARENG MAPONYA, gepleeg op of omstreeks 25 of 26 September 1985;
 - (H) enige misdryf of delik wat voortspruit uit of regstreeks verwant is aan

- die ontvoering van GLORY SEDIBE en die onregmatige aanhouding van die slagoffer wat daarop gevolg het;
- (I) die dade, versuime en misdrywe wat voortspruit uit en regstreeks verband hou met die sameswering om die lede van die ANC-eenheid bekend as die *September Machinery* dood te maak en die doodmaak van PANTSU SMITH, SIPHO DLAMINI en BUSI MAJOLA, gepleeg op of omstreeks 13 of 14 Desember 1986;
 - (J) die sameswering om moord te pleeg, asook alle misdrywe en delikte wat regstreeks voortspruit uit sy deelname aan die Lesotho-aanval, gepleeg gedurende of omstreeks 1986;
 - (K) die diefstal van 'n motorvoertuig wat aan 'n vakbond behoort, gepleeg gedurende of omstreeks 1981 by of naby Lady Grey;
 - (L) die uitbrand van twee motorvoertuie, gepleeg gedurende of omstreeks 1981 by of naby Rhodes;
 - (M) die poging om 'n aktivis se motor uit te brand, gepleeg gedurende of omstreeks 1981 by of naby Aliwal-Noord; en
 - (N) die uitbrand van die motorvoertuig van 'n UDF-lid, gepleeg gedurende of omstreeks 1984 by of naby Vryburg;
- (iii) **NATSHAVHENI DAVID TSHIKALANGA** (identiteitsnommer 5512245644082), ten opsigte van -
- (A) alle misdrywe en/of delikte wat regstreeks gekoppel is aan en voortspruit uit die aanval op JOYCE DIPALE se huis, insluitende die poging tot moord op haar en op SHADI NKWANYANE, gepleeg op of omstreeks 26 November 1981 by of naby Gaborone;
 - (B) die ontvoering van JOE PILLAY en die aanrandings, misdrywe en delikte wat regstreeks gekoppel is aan en verband hou met hierdie misdrywe, gepleeg gedurende of omstreeks Februarie en Maart 1981;
 - (C) die diefstal van 'n Audi-motorvoertuig, die eiendom van MNR. EDWARD MAEPI, gepleeg gedurende of omstreeks 1981 in of naby Uitenhage;
 - (D) die uitbrand van 'n Volkswagen en 'n klein vragmotor wat aan ROBERT SACCO behoort, gepleeg gedurende of omstreeks 1981 by

of naby Rhodes; en

- (E) die sameswering om JABU NYAOSE en sy vrou te vermoor, gepleeg gedurende of omstreeks 1982 by of naby Matsapa in Swaziland;

- (iv) **JOHANNES VELDE VAN DER MERWE** (identiteitsnommer 3608255044007), ten opsigte van -

- (A) alle misdrywe en delikte wat regstreeks voortspruit uit die feit dat hy twee lede van die Basutoland Congress Party gehelp het om uit regmatige aanhouding te ontsnap, gepleeg by of naby Fouriesburg; en
- (B) die poging om die kantoor van Basutoland National Party in Maseru met 'n ontplofbare toestel te beskadig, gepleeg gedurende of omstreeks 1987;

- (v) **JOHANNES ALBERTUS STEYN** (identiteitsnommer 3909305045089), ten opsigte van -

- (A) alle misdrywe en delikte wat regstreeks spruit uit die verkryging van knaldempers en pistole, gepleeg gedurende of omstreeks 1987 by of naby Durban; en
- (B) alle misdrywe en delikte wat regstreeks spruit uit die verstelling van verskeie wapen-items in die ANC geheime wapenvoorraad, gepleeg gedurende of omstreeks die tydperk Mei 1986 tot die einde van 1989 in of naby Natal;

- (vi) **KHAYALETHU THANKSLORD MBANE** (identiteitsnommer 5211205659087), ten opsigte van die petrolbomaanval op die Woolworths-winkelkompleks, gepleeg gedurende of omstreeks Januarie 1977 in of naby Adderleystraat, Kaapstad;

(vii) **MANUEL ANTONIO OLIFANT** (identiteitsnommer 5901045244088), ten opsigte van -

- (A) alle misdrywe en delikte wat regstreeks spruit uit 'n brandstigtingsaanval op die Ipelegeng-Gemeenskapsentrum, gepleeg gedurende of omstreeks 1986 by of naby Jabavu, Soweto;
- (B) alle misdrywe wat regstreeks spruit uit pogings om drukkerstoerusting by die Jabavu-handelskou te steel, gepleeg gedurende of omstreeks 1988 in of naby Soweto;
- (C) alle misdrywe wat regstreeks spruit uit die diefstal van rekenaars uit die kantore van die Werkloosheidsversekeringsfonds, gepleeg gedurende of omstreeks 1989 in of naby Johannesburg; en
- (D) alle misdrywe wat regstreeks spruit uit die ondervraging van en aanranding op 'n verpleegster wat by die Baragwanath-hospitaal in diens was, ene HILDA, gepleeg gedurende of omstreeks 1982 by of naby Klipspruit-Wes;

(viii) **EUGENE ALEXANDER DE KOCK** (identiteitsnommer 4901295009000), ten opsigte van -

- (A) alle misdrywe wat regstreeks spruit uit die verskaffing van wapens en ammunisie aan die IFP, gepleeg gedurende of omstreeks die tydperk 1990 tot 1992;
- (B) alle misdrywe wat regstreeks spruit uit die wysiging van die ballistiese eienskappe van vuurwapens wat in die onregmatige besit van THEMBA KHOZA gevind is, gepleeg gedurende of omstreeks 1990;
- (C) die verskaffing van wapens en ammunisie aan PHILIP POWELL, gepleeg op of omstreeks 20 Oktober 1992 in of naby Pretoria of KwaZulu-Natal;
- (D) alle misdrywe wat regstreeks spruit uit die onregmatige verskaffing van 'n voertuig van die polisie se geheime fonds aan THEMBA KHOZA, gepleeg gedurende of omstreeks die tydperk 1990 tot 1992;
- (E) alle misdrywe wat regstreeks spruit uit die indiening van bedrieglike informant-eise, gepleeg gedurende of omstreeks die tydperk 1990 tot 1992; en
- (F) alle misdrywe wat regstreeks spruit uit die verskaffing van

masjiengewere en ammunisie aan VICTOR NDLOVU, gepleeg gedurende of omstreeks 1990;

(ix) **CHARLES ALFRED ZEELIE** (identiteitsnommer 5107105057085), ten opsigte van -

- (A) alle misdrywe en gedrag rakende die ontploffings by Joubert Park en die JG Strydom-hospitaal, gepleeg in of naby Johannesburg op of omstreeks 27 Julie 1989;
- (B) alle misdrywe en gedrag rakende 'n skietvoorval by Corlett Drive waarby PAC-operatiewe betrokke was, gepleeg op of omstreeks 4 Augustus 1987 in of naby Johannesburg;
- (C) alle misdrywe wat regstreeks spruit uit 'n vals vlagoperasie wat 'n aanval op die Hoofkwartier van die Blitspatrolie behels het, gepleeg gedurende of omstreeks 1989 by of naby Brixton, Johannesburg; en
- (D) alle misdrywe wat regstreeks spruit uit die deelname aan die gebeure wat gelei het tot die bomaanval op die polisievoertuig van CHARLES LANDMAN;

(x) **ANDRIES JOHANNES GERHARDUS ERWEE** (identiteitsnommer 4712045022007), ten opsigte van -

- (A) alle misdrywe wat regstreeks spruit uit die onregmatige betreding van ANC-kantore, gepleeg gedurende of omstreeks die tydperk 1990 tot 1991 by of naby Pietersburg; en
- (B) alle misdrywe wat regstreeks spruit uit die onregmatige betreding van COSATU-kantore, gepleeg gedurende of omstreeks die tydperk 1990 tot 1991 by of naby Pietersburg;

- (xi)(a) **EUGENE ALEXANDER DE KOCK** (identiteitsnommer 4901295009000);
(b) **LEON WILLIAM JOHN FLORES** (identiteitsnommer 5810295193004);
(c) **JURIE BERNANDUS HAYES** (identiteitsnommer 6510315050007);
(d) **GERRIE JOHAN BARNARD** (identiteitsnommer 6108285039009);
(e) **FLIP KOENRAAD THERON** (identiteitsnommer 5805295113085);
(f) **FREDIRICK JOHANNES PIENAAR** (identiteitsnommer 46052050400001);
(g) **MARTHINUS DAWID RAS** (identiteitsnommer 6201035019080);
(h) **CHRISTIAAN SIEBERT RORICH** (identiteitsnommer 471010510086);
(i) **JOHAN HENDRICK TAIT** (identiteitsnommer 6009235104002);
(j) **PAUL VAN DYK** (identiteitsnommer 4703045009086);
(k) **CORNELIUS JOHANNES BOTHA** (identiteitsnommer 4912015107008);
(l) **JAMES EMIEL WILLEM ZWEEL** (identiteitsnommer 42030350003081);
(m) **WILLEM ALBERTUS NORTJE** (identiteitsnommer 5602015035080);
(n) **NICOLAAS JOHANNES VERMEULEN** (identiteitsnommer 4612205020);

en

- (o) **CHRISTO PETRO DEETLEFS** (identiteitsnommer 4801085012000),

ten opsigte van alle dade en versuime wat dalk 'n misdryf of delik kon uitgemaak het en wat verband hou met die voorvalle gepleeg op of omstreeks 12 Junie 1988 by of naby Piet Retief op die Houtkop-pad ongeveer 15km van die Swaziland-grens;

- (xii)(a) **EUGENE ALEXANDER DE KOCK** (identiteitsnommer 4901295009000);
(b) **LEON WILLIAM JOHN FLORES** (identiteitsnommer 5810295193004);
(c) **JURIE BERNANDUS HAYES** (identiteitsnommer 6510315050007);
(d) **GERRIE JOHAN BARNARD** (identiteitsnommer 6108285039009);
(e) **FLIP KOENRAAD THERON** (identiteitsnommer 5805295113085);
(f) **FREDIRICK JOHANNES PIENAAR** (identiteitsnommer 46052050400001);
(g) **MARTHINUS DAWID RAS** (identiteitsnommer 6201035019080);
(h) **PAUL VAN DYK** (identiteitsnommer 4703045009086); en
(i) **NICOLAAS JOHANNES VERMEULEN** (identiteitsnommer 4612205020);

ten opsigte van alle dade en versuime wat dalk 'n misdryf of delik kon uitgemaak het en wat verband hou met die voorvalle, gepleeg op of omstreeks 8 Junie 1988 by of naby Piet Retief op die Houtkop-pad ongeveer 15km van die Swaziland-grens;

(xiii) **PITSO GEORGE MAKUME** (identiteitsnommer 7302195320083), ten opsigte van -

- (A) die beskadiging van eiendom en brandstigting ten opsigte van die afbrand van PAUL MAHLATSI se besigheidskompleks en sy motors in Zamdela Township, gepleeg gedurende of omstreeks 1991 by of naby Sasolburg;
- (B) die poging tot moord op en ontvoering van JH CRONJE en die rig van 'n vuurwapen op FRANCINA CRONJE, PIERRE CRONJE, ALBERTUS CRONJE, MIETA LOUW en PETRUS MTIMKULU, gepleeg gedurende of omstreeks 1993 by of naby Panama Plaas, Bloemfontein;
- (C) die poging tot moord op JB BRITS en twee onbekende polisie-reserviste in die Honde-eenheid, gepleeg gedurende of omstreeks 1993 by of naby Sasolburg;
- (D) die aanranding op en berowing van KLAAS KEON, 'n voormalige lid van die SAW se 97 Ammunisie-depot, gepleeg gedurende of omstreeks 1992 of 1993 by of naby De Aar;
- (E) die feit dat hy TINUS PIETERSEN van 'n vuurwapen beroof het, gepleeg gedurende of omstreeks 1993 by of naby Berlina Steenkoolmyn, Sasolburg; en
- (F) die opsetlike beskadiging van eiendom wat behoort aan die Departement van Korrektiewe Dienste en aanranding op MARTIN LOPINDO, gepleeg gedurende of omstreeks April 1994 by of naby Groenpunt Gevangenis, Gauteng; en

(xiv) **PAUL ERASMUS** (identiteitsnommer 5602145141006), ten opsigte van -

- (A) die beskadiging van eiendom wat behoort aan, en die teistering van, ILONA KLEINSCHMIDT, gepleeg gedurende of omstreeks Februarie en Maart 1977;
- (B) die beskadiging van eiendom wat behoort aan, en die teistering van, SHUN CHETTY, gepleeg gedurende of omstreeks die tydperk 1977 tot 1979;

- (C) die intimidasie en teistering van ILSE en TIM WILSON en die diefstal van goedere uit hulle huis uit, gepleeg gedurende of omstreeks Maart 1977;
- (D) die beskadiging van eiendom wat behoort aan, en die teistering van, DOUWS DEKKER, gepleeg gedurende of omstreeks Maart 1977;
- (E) die beskadiging van eiendom wat behoort aan, en die teistering van, ARTHUR CHASKALSON, gepleeg gedurende of omstreeks Junie 1977;
- (F) die onwettige deursoeking van die huis van, en die verwydering van dokumente wat behoort aan, DIANA MCLAREN, gepleeg gedurende of omstreeks Junie 1977;
- (G) die onwettige deursoeking van die perseel van BONNIE NORTON, gepleeg gedurende of omstreeks Junie 1977;
- (H) die opsetlike saakbeskadiging, diefstal en brandstigting wat verband hou met St Mary's Katedraal, gepleeg gedurende of omstreeks die tydperk 1977 tot 1990 by of naby Johannesburg;
- (I) die onwettige deursoeking van die perseel van, en die verwydering van dokumente wat behoort aan, JUNE GOODWIN, en sameswering om haar te beseer;
- (J) die sogenaamde Omega-aanvalle op linksgesindes en hulle eiendom en die plaas van die skuld daarvoor op regsgeindes organisasies, gepleeg gedurende of omstreeks die tydperk 1977 tot 1984;
- (K) die opsetlike beskadiging van eiendom wat behoort aan, en die teistering van, RJD ROBERTSON, gepleeg gedurende of omstreeks die tydperk 1979 tot 1988;
- (L) die beskadiging van eiendom wat behoort aan, en die teistering van, ROGER LUCEY, gepleeg gedurende of omstreeks die tydperk 1979 tot 1983;
- (M) die beskadiging van eiendom van die *Industrial Aid Society*, gepleeg gedurende of omstreeks 1979, 1980 en 1984;
- (N) die onwettige betreding van die perseel van JULIUS en TAMARA BAKER, gepleeg gedurende of omstreeks 1981;
- (O) die sameswering om DESMOND TUTU en sy vrou te beseer en teistering, en, later, die teistering van TREVOR TUTU, gepleeg

- gedurende of omstreeks 1979 by of naby by Jan Smuts Lughawe;
- (P) die beskadiging van eiendom wat behoort aan, en die teistering van, SHEILA WEINBERG, gepleeg gedurende of omstreeks die tydperk 1977 tot 1991;
- (Q) die intimidasie van ANTONY JOHN RUSSEL, gepleeg gedurende of omstreeks Januarie 1980 by of naby Germiston;
- (R) die intimidasie en teistering van BAREND SCHUIITEMA en LOUISE STACK en die onwettige betreding van 'n perseel wat aan hulle behoort, gepleeg gedurende of omstreeks Maart 1980;
- (S) die teistering van ARTHUR MCGIVEN, gepleeg gedurende of omstreeks 1980;
- (T) die beskadiging van eiendom wat behoort aan, en die teistering van, SAMMY ADELMAN, gepleeg gedurende of omstreeks 1982;
- (U) die beskadiging van eiendom wat behoort aan, en die intimidasie en teistering van, ANTON HARBER, gepleeg gedurende of omstreeks Desember 1982 en daarna;
- (V) die intimidasie en teistering van die Hare Krishna-beweging, gepleeg gedurende of omstreeks November 1983 en daarna;
- (W) die beskadiging van eiendom wat behoort aan, en die teistering en intimidasie van, lede van die *Church for the Unification of World Spirituality*, gepleeg gedurende of omstreeks November 1983;
- (X) die beskadiging van eiendom wat behoort aan, en die intimidasie en teistering van, CAROLINE HEATON NICHOLS en PRISCILLA JANA, gepleeg gedurende of omstreeks Julie 1983 en daarna;
- (Y) die beskadiging van eiendom by die *Communes* by Crown Mines, Langlaagte Deep, en teistering van linksgesindes in opdrag van Cronwright, gepleeg gedurende of omstreeks die tydperk 1984 tot 1985;
- (Z) die beskadiging van eiendom wat behoort aan, en die teistering van, lede van die *End Conscription Campaign*, gepleeg gedurende of omstreeks 1984 en daarna;
- (AA) die onwettige betreding van 'n perseel en die verwydering of kassette, gepleeg gedurende of omstreeks Januarie 1985 by of naby die huis van GWENDOLYN CARTER;

- (BB) die beskadiging van eiendom wat behoort aan, en die intimidasie van, lede van die *Conscientious Objection Support Group*, gepleeg gedurende of omstreeks 1985 en daarna;
- (CC) die teistering van NEIL MITCHELL, gepleeg gedurende of omstreeks Maart 1985;
- (DD) die teistering en intimidasie van JOHNNY CAMPBELL, gepleeg gedurende of omstreeks Maart en April 1985;
- (EE) die feit dat hy FRANK CHIKANE en GAVIN EVANS valslik betrek het, gepleeg gedurende of omstreeks September 1985;
- (FF) misdrywe wat verband hou met die instelling van die *Pan-African News Agency*, gepleeg gedurende of omstreeks Oktober 1985;
- (GG) die beskadiging van eiendom wat behoort aan, en die intimidasie van, MOHAMED DANGOR, gepleeg gedurende of omstreeks November 1985;
- (HH) die teistering van CHRIS BALL en WINNIE MANDELA, gepleeg gedurende of omstreeks Desember 1985 of Januarie 1986;
- (II) die beskadiging en diefstal, gedurende noodtoestande, van eiendom wat behoort aan die S.A.C.C., die UDF en die *Release Mandela Campaign*, gepleeg gedurende of omstreeks Januarie 1986 en daarna;
- (JJ) die onwettige betreding van 'n perseel van MARION SPARG, gepleeg gedurende of omstreeks Maart 1986;
- (KK) die aanranding op STEVEN MARAIS en ROCKY WILLIAMS en meineed in verband daarmee, gepleeg gedurende of omstreeks April 1986;
- (LL) die aanranding en teistering van JF BILL, gepleeg gedurende of omstreeks Junie 1986;
- (MM) die teistering van DENISE LENTON, gepleeg gedurende of omstreeks Junie 1986;
- (NN) die afpersing van RENE HIRSCHMAN, gepleeg gedurende of omstreeks Julie 1986;
- (OO) die inbraak by Portland Place, gepleeg gedurende of omstreeks Augustus 1986;

- (PP) die poging om SOL SATEPE af te pers, gepleeg gedurende of omstreeks September 1986;
- (QQ) die teistering van ALLEN BOESAK en D SCOTT en die inmenging met hulle reg op privaatheid, gepleeg gedurende of omstreeks 1985;
- (RR) die onwettige betreding van 'n perseel wat deur St Peter's Priory besit word, gepleeg gedurende of omstreeks 1985;
- (SS) die onwettige betreding van kommunes by Olivieweg 35 en 38 en die intimidasie en teistering van die inwoners, gepleeg gedurende of omstreeks die tydperk 1984 tot 1986;
- (TT) die onwettige deursoeking van die perseel van Baharshagian en intimidasie tydens 'n ondersoek na satanisme, gepleeg gedurende of omstreeks 1985 en 1986;
- (UU) die intimidasie en teistering van die COLEMAN-gesin, gepleeg gedurende of omstreeks 1980 en daarna;
- (VV) die aanranding en teistering van JAY NAIDOO en MIKE ROUSSOS, gepleeg gedurende of omstreeks 1988;
- (WW) die beskadiging van eiendom, vernietiging van petisielyste, en intimidasie van UDF-lede om die miljoen-handtekeninge-veldtog te saboteer, gepleeg gedurende of omstreeks 1986;
- (XX) die beskadiging van die eiendom van die *Central Methodist Church*, gepleeg gedurende of omstreeks 1987;
- (YY) die afpersing van BONGANYALO GOBA, gepleeg gedurende of omstreeks 1986;
- (ZZ) die beskadiging van eiendom van die "*Free the children Association*", gepleeg gedurende of omstreeks Maart 1987;
- (AAA) die beskadiging van die eiendom van, en die intimidasie van, DAWN INGLE;
- (BBB) die onwettige betreding van die perseel van FRANK CHIKANE, gepleeg gedurende of omstreeks 1988;
- (CCC) die onwettige betreding en deursoeking van MIP-voertuie in die kelder van Khotso House, gepleeg gedurende of omstreeks Julie 1988;
- (DDD) die beskadiging van eiendom by Cosatu House, diefstal en meineed, gepleeg gedurende of omstreeks Augustus 1988;

- (EEE) die sameswering om Portland Place te beskadig, gepleeg gedurende of omstreeks November 1988;
- (FFF) die beskadiging van die eiendom van KINGSTON ERSTON en die feit dat hy hom bedrieg het, gepleeg gedurende of omstreeks 1988;
- (GGG) die vervalsing van DAVE DALLING se handtekening, gepleeg gedurende of omstreeks September 1990; en
- (HHH) die feit dat hy die ANC deur middel van vals inligting in diskrediet gebring het, gepleeg gedurende of omstreeks die tydperk 1989 tot 1991.

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 356

28 March 2002

LABOUR RELATIONS ACT, 1995

CLOTHING INDUSTRY BARGAINING COUNCIL (FREE STATE AND NORTHERN CAPE): EXTENSION OF MAIN COLLECTIVE 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 Agreement which appears in the Schedule hereto, which was concluded in the Clothing Industry Bargaining Council (Free State and Northern Cape) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 8 April 2002, and for the period ending 30 June 2002.

M. M. S. MDLADLANA

Minister of Labour

No. R. 356

28 Maart 2002

WET OP ARBEIDSVERHOUDINGE, 1995

KLERASIENYWERHEID BEDINGINGSRAAD (VRYSTAAT EN NOORD-KAAP): UITBREIDING VAN KOLLEKTIEWE HOOFDOOREENKOMS 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 Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Klerasienywerheid Bedingingsraad (Vrystaat en Noord-Kaap) 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 8 April 2002, en vir die tydperk wat op 30 Junie 2002 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die Bylae by die Engelse kennisgewing, is beskikbaar by die Raad.

SCHEDULE

CLOTHING INDUSTRY BARGAINING COUNCIL (FREE STATE AND NORTHERN CAPE)

MAIN COLLECTIVE AGREEMENT

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

Free State and Northern Cape Clothing Manufacturers' Association

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

Southern African Clothing and Textile Workers' Union

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

being the parties to the Clothing Industry Bargaining Council (Free State and Northern Cape).

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Clothing Industry—

(a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in the Industry;

(b) in the Magisterial Districts of Bloemfontein, Frankfort, Kimberley, Kroonstad, Parys and Vredefort.

(2) Clauses 1 (1) (a), 2, 5, 19B, 23A and C and 34 (3), (4) and 5 (b) and (d) of this Collective Agreement shall not apply to employers and employees who are non-members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation 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 until 30 June 2002.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act, any reference to an Act shall include any amendment of such Act, and unless the contrary appears, words importing the masculine gender shall include the feminine and the singular shall include the plural and vice versa; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, 1995;

“boiler attendant” means an employee who, under the supervision of a foreman or factory manager, is responsible for maintaining the water level and steam pressure of a boiler in a workplace and who may stoke, rake, slice and draw the fire in such boiler and who removes ashes;

“checker/examiner/passers” means an employee who is responsible for checking and/or examining finished and unfinished garments for faults or defects during production, excluding the final passing of garments which shall be the responsibility of the quality controller;

“chopper-out” means an employee who is engaged in cutting out garments or portions of garments by hand or machine from one or more layers of materials that have already been marked;

“cleaning” means the removal of spots, marks or foreign matter from materials and garments and/or the removal and nipping off of threads;

“cloakroom supervisor” means an employee who is in charge of a change room in which an employee may change or store his clothing or of lockers in which an employee may store his effects, and who may supervise the cleaning of the change rooms, toilets and/or kitchen premises;

“Clothing Industry” means, without in any way limiting the ordinary meaning of the term, the industry in which employers and their employees are associated in workplaces which are registered for the purpose of making, irrespective of the process or method used, any one or more of the following classes of wearing apparel:

- (a) Outer garments, underwear or nightwear;
- (b) ties;
- (c) men's or boys' tweed or linen hats or caps;

but excluding the knitting of any such article or the making of—

- (i) garments to the measurement of individual persons, except in the execution of orders from any government department, Transnet and any local authority;
- (ii) wearing apparel from furs or pelts;
- (iii) women's or girls' hats; and
- (iv) stockings or socks;

“continuous service” means, without restricting the ordinary meaning of the phrase, all periods of employment with the same employer and includes any kind of leave due in law or agreed to between an employee and his employer: Provided that any periods of employment with the same employer, interrupted by a period of unemployment of less than one year, shall be deemed continuous;

“Council” means the Clothing Industry Bargaining Council (Free State and Northern Cape), registered in terms of section 29 of the Labour Relations Act, 1995;

“despatch clerk” means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass measuring, packing, marking, addressing or despatching of such goods or packages;

“despatch packer” means an employee who is wholly or mainly engaged in the making up of orders and/or parcels and/or bales, and folds and/or packs garments in readiness for despatch;

“driver of a light motor vehicle” means an employee who has a light motor vehicle licence (previously referred to as 'Code 8') and who drives a vehicle with a gross vehicle mass of less than 2 000 kg;

“driver of a medium motor vehicle” means an employee who has a medium motor vehicle licence (previously referred to as 'Code 10') and who drives a vehicle with a gross vehicle mass of more than 2 000 kg;

“employee” means, subject to the definition in section 213 of the Act, those employees falling within the jurisdiction of the scope of the Bargaining Council;

“employer” means any person who employs or provides work for any person within the Industry;

“experience” means the total period or periods of employment of an employee in the Clothing Industry and/or Bespoke Tailoring Industry and/or private dressmaking and/or knitting industry in any capacity or capacities: Provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year: Provided further that a learner in his first half-year of employment, although having less than 16 weeks, but more than 13 weeks' experience on the last day of the half-year, shall be deemed to have been in employment for the whole half-year: Provided further that the trial period of an employee in terms of clause 14 (1) (b) (iii) shall be deemed to be experience only if the contract of service is confirmed;

“factory clerk” means an employee who is employed in the production area of the factory and who is wholly or mainly employed in the recording of attendance and/or production data or the checking of work in and out;

“finisher” means an employee who is engaged in putting in pads or wadding into shoulders of coats, fastening or sewing sleeveheads, wadding sleeveheads, felling silk facings already basted into position, making buttonholes by hand or felling sleevehead linings by hand;

“fitter-up” means an employee who tacks the outside of garments together with the cut-out linings (called trimmings) and adjusts the outside and the inside together accurately so that the parts may go forward to the machine to be put together correctly;

“fixed-term contract employee” means an employee who is employed on a full-time basis for a predetermined fixed period or until the completion of a specific short-term task;

“foreman” means an employee who is in charge of the employees in a factory, and who exercises control over such employees, and who is charged with the responsibility for engaging or terminating the employment of such employees, and who is responsible for the efficient performance by them of their duties;

“former scribe” means an employee who scribes and breaks a paper template or former in accordance with a master pattern supplied to him;

“general worker” means an employee who is engaged in one or more of the following operations:

- (a) Fixing machine belts; oiling machines, filling oil cans or similar work;
- (b) oiling and/or greasing motor vehicles;
- (c) issuing cottons;
- (d) winding bobbins;
- (e) folding garments;
- (f) turning coat facings out after machining;
- (g) marking and/or soaping the position of pockets, buttons, buttonholes, loops, fasteners, darts, hems of turn-ups;
- (h) packing garments into boxes or into other suitable wrappings or into bundles prior to their being sent to the despatch department;
- (i) turning out or over the edges of collars, facings, bands, cuffs, pockets or flaps, whether by hand or machine, other than a power-driven machine;
- (j) pinning shirts or other garments or pinning together parts of garments in preparation for machining;
- (k) shaping by template the lapels or collars of jackets or overcoats preparatory to underbasting, but excluding the operations performed by a shaper;
- (l) marking or trimming the shape of the necks of shirts, underwear or nightwear;
- (m) sorting or snipping off threads or removing spots or marks from materials or garments;
- (n) sorting out garments or parts of garments;
- (o) stamping the sizes or identity work numbers on garments or parts of garments;
- (p) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
- (q) cutting by hand any trimming (not being piece goods) to a given length or shape;
- (r) making belts, buckles, button and shank moulds by machines operated by hand, excluding making belts by sewing machine;
- (s) making up bundles;
- (t) marking positions of button-holes, buttons, pockets, flaps, etc.;
- (u) pulling bastings;
- (v) sloping;
- (w) soaping;
- (x) turning sleeves or trousers inside out;
- (y) tying off threads;
- (z) pressing parts of unfinished garments;
- (aa) making tea or similar beverages;
- (ab) sorting buttons according to size or colour;
- (ac) carrying messages or garments or parts of garments from one place to another within the workplace, excluding distributing work among the employees;
- (ad) fusing;
- (ae) winding;

"half-year" means the six-monthly periods commencing on the first day of January and/or July;

"hourly wage" means the weekly wage, divided by the number of hours prescribed by clause 9 of this Agreement;

"invisible mender" means an employee who is engaged in mending or repairing a garment or other article composed of woven or knitted material, by hand or machine, using the stoating, fine drawing or reentering processes according to the kind of tear or damage to the material and includes the mending of silk by drawing through the broken threads;

"invoice clerk" means an employee who writes out an invoice from an order form, extends and casts totals and thereafter prepares summaries or other statistical records or maintains stock records;

"knitted garments" means garments made by knitting, garments made from knitted materials;

"knitting machine operator" means an employee who is engaged in all of the following duties:

- (a) Changing needles and jack;
- (b) straightening tricks;
- (c) running on after press-off;
- (d) tying in yarn and keeping the machine running;
- (e) checking widths and lengths and sizes;
- (f) checking the production ticket to ensure that the correct colour, size, yarn and dye lot are being used/knitted;
- (g) checking the quality of fabric for faults and separating blanks;

"labourer" means an employee who is engaged in one or more of the following activities:

- (a) Cleaning premises, plant, machines, vehicles, tools or other articles;
- (b) loading or unloading goods;
- (c) carrying, moving or stacking goods;
- (d) opening or closing or strapping cartons or other containers; nailing packing cases or sewing up or strapping bales or, under the supervision of a despatch packer or clerk, parcelling goods;
- (e) making or maintaining fires, or removing refuse or ashes;
- (f) oiling or greasing vehicles, other than motor vehicles;
- (g) gardening, i.e. planting or digging, mowing, weeding, raking or watering or mixing or spreading garden soil or material or cutting or trimming edges or trees and plants;

"layer-up" means an employee who is engaged in the laying of material in one or more thickness or layers preparatory to cutting;

"maintenance hand" means an employee who performs one or more of the following operations:

- (a) Making minor adjustments or repairs to machinery or installations, or assisting a mechanic;
- (b) making minor renovations or repairs to buildings;

"marker-in" means an employee who marks out the pattern on a layer or layers of material, preparatory to cutting out;

"marking of trimmings" means the marking of the position of pockets, buttons, button-holes, loops, fasteners, darts, hems, turn-ups and the like, preparatory to further operations;

"mechanic" means an employee who is engaged in work normally performed by a skilled artisan (other than minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings), and for the purposes of this definition, the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the repealed Manpower Training Act, 1981, or who holds a certificate of proficiency under section 6 or a trade diploma under section 7 of the said Act or any applicable certificates or diplomas in terms of the skills, Development Act, 1998.

"mechanic, unqualified" means an employee who performs duties similar to those of a mechanic but who does not have a certificate of proficiency or a diploma;

"medical practitioner" means a person entitled to practise as a medical practitioner in terms of the Medical, Dental and Supplementary Health Service Profession Act, 1974 (Act No. 56 of 1974);

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition, the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"night work" means work performed after 18:00 and before 06:00 the next day;

"old age" means 55 years of age;

"operational requirements" means requirements based on the economic; technological, structural or similar needs of an employer;

"ordinary hours of work" means a 42-hour week of five days, or 45 hours in any one week in respect of a watchman;

"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work;

"part-time driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle for not more than three hours in the aggregate on any day, and for the purposes of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;

"passer or checker or examiner" means an employee who is responsible for passing or checking completed or uncompleted garments for faults but is not responsible for the final quality control of the garment;

"pattern grader" means an employee who grades patterns from any material to various sizes according to requirements or directions given to him;

"plain sewing" means the performing by hand of one or more of the following operations:

Tacking permanent turn-ups, tacking and waistband linings, sewing on hooks and eyes, tickets or press studs, fastening catch in top of trousers, sewing on buttons, making and sewing on hangers, felling crutch linings in trousers, felling buttons or waistband linings, felling necks of vests, fastening edge stays, felling bottoms of linings or seams of linings already basted into position, felling binding, fastening facings inside that have already been basted into position;

"pleater" means an employee who places cloth which has been cut to a pattern in a prepared former in readiness for processing in an autoclave or similar machine and who may remove the pleated cloth from the former after the pleating process;

"presser" means an employee who is engaged in pressing finished garments by hand or machine;

"qualified employee" means an employee whose period or periods of experience entitle him to be paid the highest wage prescribed by clause 4 (1) for an employee of his class;

"quality controller" means an employee who has ultimate responsibility for the quality of a garments sent to customers;

"sample machinist" means an employee who completely machines prototype garments, other than patent machining;

"screen printer" means an employee engaged in—

- (a) operating a screen printing machine;
- (b) setting up screens in sequence of colour to be printed on fabric;
- (c) squaring off and testing that screens fit according to master feeler;
- (d) selecting squeegees to give the penetration and definition required for a quality print, bearing in mind the texture of the fabric;
- (e) positioning colours in correct sequence to ensure that colour combination matches the master feeler and colour card;
- (f) checking the base fabrics to ensure correct face and quality;
- (g) supervising the operations of the colour thrower;
- (h) supervising the handling of screens to and from wash bays;
- (i) examining screens from wash bays to ensure that they are in a satisfactory condition;
- (j) carrying out checks for faults;

"set leader" or "team leader" means an employee in a set or team who is generally responsible for the work executed by the employees comprising such set or team;

"sewing machinist" means an employee who is engaged in operating a sewing machine using needle and thread, excluding an employee who is engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats;

"shaper" means an employee who is engaged in shaping by hand the designs of lapels and the collars of coats preparatory to underbasting, but excluding trimming by hand;

"short time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of supplies, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

"stores clerk" means an employee who is employed in the store or warehouse of the workplace performing clerical duties;

"supervisor" means an employee who, under the supervision of a foreman, is in charge of a group of employees in a workplace or a department thereof and who is responsible for the efficient performance by them of their duties, and who may supervise set leaders or team leaders, but who does not have the power to engage or dismiss employees;

"task-work" means the task set by the employer or his representative to an employee of a definite number of garments or parts of garments to be made up by such employee in a specified time;

"trade union representative" means a member of a trade union who is elected to represent employees in a workplace;

"trimmer" means an employee who is engaged in marking-in or cutting linings or interlinings; or re-cutting single pieces of a garment;

"wage" means the amount payable to an employee in terms of clause 4 (1) in respect of ordinary hours of work as specified in clause 9: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that specified in clause 4 (1) it means such higher amount;

"watchman" means an employee who is engaged in guarding premises or other property;

"winding" means the winding of yarn on a yarn-winding machine;

working day" means any day on which work is usually performed in the Clothing Industry;

"workplace" means the place or places where the employees of an employer work; and if an employer carries on or conducts two or more operations that are independent of one another by reason of their size, function or organisation, the place or places where employees work in connection with each independent operation constitutes the workplace for that operation.

4. REMUNERATION

(1) Subject to subclauses (2), (3) and (4) of this clause, the minimum weekly wage to be paid by an employer to each employee of the undermentioned classes shall be as set out hereunder: Provided that if an employee performs work in more than one category, he shall be classified in the grade for which the highest wage is prescribed:

Description of occupation	Qualified	Eighth half year	Seventh half year	Sixth half year	Fifth half year	Fourth half year	Third half year	Second half year	First half year
	R	R	R	R	R	R	R	R	R
A. ALL AREAS:									
Foreman	1 212,50								
Supervisor/Quality controller.....	496,00	Q	Q	Q	Q	Q	Q	406,50	340,50
Cloakroom supervisor/Watchman.....	345,00								
Mechanic	1 138,00								
Unqualified mechanic	424,00								
Watchman	345,00								
Labourer	270,50								
Boiler attendant.....	297,00								
Pattern grader.....	642,00	592,00	543,00	494,00	444,50	396,00	346,50	297,50	249,00
Marker-in.....	496,00	464,00	434,00	403,00	372,00	341,00	311,00	279,00	249,00
Shaper and chopper-out, other than an Interlining and/or trimming chopper-out.....	397,50	Q	Q	370,50	343,50	316,50	290,00	263,00	236,00
Checker, examiner and/or passer.....	345,00	Q	Q	Q	Q	317,00	290,50	263,00	236,00
Invoice clerk.....	496,00	Q	Q	Q	Q	Q	Q	Q	357,50
Despatch clerk, factory clerk, and/or stores clerk	363,00	Q	Q	Q	Q	Q	Q	312,00	260,50
Sewing machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats	391,50	Q	Q	365,50	339,00	313,50	287,50	262,00	236,00
Driver of a motor vehicle, the unladen mass of which, together with unladen mass of any trailer/trailers drawn by such vehicle—									
(i) does not exceed 2 722 kg	428,50								
(ii) exceeds 2 722 kg	496,50								
Part-time driver of a motor vehicle	389,00								
Knitting machine operator.....	510,00	Q	Q	464,50	418,50	372,50	327,00	281,50	236,00
Maintenance hand	292,00	Q	Q	Q	281,00	269,00	258,00	247,50	236,00

Description of occupation	Qualified	Eighth half year	Seventh half year	Sixth half year	Fifth half year	Fourth half year	Third half year	Second half year	First half year
	R	R	R	R	R	R	R	R	R
B. IN THE MAGISTERIAL DISTRICTS OF BLOEMFONTEIN, KIMBERLEY AND KROONSTAD:									
Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scriber and screen printer.....	345,00	Q	Q	326,50	308,50	290,50	272,50	254,00	236,00
Set leader and/or team leader.....	367,50								
General worker/pleater	260,50	Q	Q	Q	Q	Q	Q	248,50	236,00
Despatch packer and layer-up.....	270,00	Q	Q	Q	Q	Q	Q	252,50	236,00
Plain sewer	281,50	Q	Q	Q	Q	Q	Q	Q	236,00
Sample Machinist	392,50								
C. IN THE MAGISTERIAL DISTRICTS OF FRANKFORT, PARYS AND VREDEFORT:									
Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scriber and screen printer.....	311,00	Q	Q	295,00	279,00	263,00	247,50	231,00	215,00
Set leader and team leader	331,50								
General worker/pleater	241,50	Q	Q	Q	Q	Q	Q	228,50	215,00
Despatch packer.....	254,00	Q	Q	Q	Q	Q	Q	234,50	215,00
Layer-up.....	249,50	Q	Q	Q	Q	Q	Q	232,00	215,00
Plain sewer	257,00	Q	Q	Q	Q	Q	Q	Q	215,00
Sample Machinist	353,50								

(2) Notwithstanding the definition of "experience", an employee who is transferred from any occupation to an occupation for which a higher qualified wage is prescribed shall deal with as follows:

- (a) An employee transferred to the machinist occupation shall, if such employee has already completed six months' experience or more, be credited with six months' experience and, irrespective of the wage previously paid to him, he shall be paid a wage in accordance with his credited plus his actual experience as a machinist.
- (b) If an employee who is a chopper-out is transferred to the class of marker-in, he shall be credited with actual experience as a chopper-out, but with only four half-years. If his experience as a chopper-out exceeds four half-years, he shall continue to receive the wage paid as a chopper-out or the wage according to his credited plus his actual experience as a marker-in, whichever is the higher.
- (c) In every other case of a transfer, not dealt with in (a) and (b) above, the employee shall be regarded as having no experience but shall continue to receive the wage he received prior to the transfer, until such time as he is entitled to receive an increase according to the experience gained in his new occupation.
- (d) Should an employee be transferred back to his previous occupation, he shall revert back to the wage paid or due to him in that occupation, according to his experience.
- (e) A qualified sewing machine operator who is transferred to supervisor category shall be credited with six months' experience as a supervisor and shall be entitled to a wage in accordance with his credited plus his actual experience in that category.

(3) Reduction in wages not permitted: Nothing in this Collective Agreement shall operate to reduce the wage of an employee who, at any time prior or subsequent to the date of coming into operation of this Agreement, was or may be paid wages in the Industry at a higher rate than the minimum provided in this clause, and such employee shall continue to be paid and be entitled to receive wages at such higher rate as if such higher rates were the minimum in respect of that employee, except where otherwise stated in this Agreement.

(4) An employee who immediately prior to the date of coming into operation of this Collective Agreement was in receipt of a higher wage than that prescribed for an employee of his class, shall receive an increment equal to the difference between the wage prescribed for a qualified employee of his class in the Agreement and the prescribed wage applicable to such employee.

(5) Person in charge of a first-aid box: The employee in charge of a first-aid box shall receive R3 per week in addition to his weekly wage.

5. INCENTIVE BONUS SCHEME

(1) A wage incentive scheme may be worked in any workplace by mutual agreement between the management, representatives of the trade union and the employees concerned, and may be altered only by mutual agreement between these parties. Such scheme may be terminated by either the employer or the trade union giving not less than one week's notice.

(2) An incentive scheme may be introduced in respect of such employees employed in a particular section of a workplace: Provided that it shall be applied within a reasonable period after its commencement to all employees engaged on the production of a particular garment, in respect of which the scheme has been introduced.

(3) Subject to the provisions of clauses 6 (1) and 7 (3), such incentive wage scheme shall enable an employee to earn at least 10 per cent in excess of his ordinary rate of pay for any additional output.

(4) A copy of the incentive bonus rates and subsequent alterations thereto, agreed on and duly signed by the employer and the secretary of the trade union, shall be filed with the Secretary of the Council, and the employer shall retain a copy thereof and display it in a prominent place easily accessible to his employees.

6. SHORT TIME

(1) Where short time has been or is being introduced in any workplace, an employee who is not required to work on any day shall be given notice of that fact not later than closing time of the working day prior to the day of which his services are not required.

(2) An employee who attends the workplace on any day shall, unless he has received notice in terms of subclause (1) of this clause that his services will not be required on such day, be employed for at least four hours or be paid wages in lieu thereof.

(3) Where full-time is not being worked in any workplace, the work shall be distributed evenly among the employees in each of the sections or departments concerned.

(4) Where short time has been introduced in any workplace, the employer shall inform the Secretary of the Council by completing a copy of Annexure B and posting it to P.O. Box 4866, Johannesburg, 2000, within seven days of the commencement of such short time.

7. PAYMENT OF AMOUNTS DUE TO EMPLOYEES

(1) (a) An employer shall pay wages and other remuneration in sealed envelopes, showing the name and occupation of the employee, number of hours worked on ordinary time and/or overtime and/or Sunday time, rate of pay and any deductions made. Such payments shall be made weekly, in cash, or may be deposited into the employee's account with a financial institution, or by bank transfer, or by cheque, during working hours, on the nominated pay day of a workplace:

Provided that where an employee's service is terminated other than on the usual pay day of the workplace, any amounts due to him shall be paid immediately on termination. Where a paid public holiday falls on a Friday, such payments shall be made on the last working day immediately preceding such holiday.

(b) Monthly paid employees shall be paid not later than the last pay day of the month, or on termination of employment if this should not take place on the ordinary pay day of the employee.

(2) An employer shall pay to an employee who, during any part of any one week, is employed on more than one class of work for which different weekly wages are hereby prescribed, the maximum of such different weekly wages for the whole of that week.

(3) No deductions whatsoever shall be made from the amounts due to an employee, except as provided hereunder, and each amount and the purposes for which it is deducted shall be shown separately on the pay envelope:

- (a) Except where otherwise provided in this Agreement, whenever a weekly paid employee is absent from work, other than on the instructions or at the request of his employer, a pro rata amount for the actual time lost may be deducted;
- (b) subject to the provisions of clause 6 of this Agreement, where short time has been introduced a deduction may be made for the actual time not worked;
- (c) with the written consent of the employee, deductions may be made for insurance or pension funds;
- (d) contributions to the Council in terms of clause 20 of this Agreement may be deducted;
- (e) contributions to the Medical Benefit Society in terms of clause 21 of this Agreement may be deducted;
- (f) with the written consent of the employee, contributions to the funds of the trade union may be deducted;
- (g) the actual cost of scissors supplied by the employer may be deducted;
- (h) any amount which an employer is legally or by order of any competent court required or permitted to make may be deducted;
- (i) contributions to the Provident Fund in terms of clause 29 of this Agreement and/or deductions for housing loan repayments in terms of a housing loan scheme approved by this Council may be deducted;
- (j) deductions for overalls in terms of clause 27 (3) (a) or (b) may be made;
- (k) where an employer supplies an employee with tea, he may deduct 20c per week from the employee's wages.

(4) If, owing to the accidental stoppage of machinery, no work is available for an employee, deductions may only be made from the wage of such employee for the actual time lost in excess of two hours.

(5) (a) Each employee shall be paid an annual bonus on the day of his employer's annual closure in December of each year, equivalent to two per cent of his total annual basic wage calculated from 1 January to 31 December: Provided that a pro rata share of the bonus shall be paid to an employee who leaves employment before the annual closure.

(b) The bonus is inclusive of and not additional to any annual bonus paid by an employer.

(c) For the purposes of calculating this bonus, absences of any nature may not be taken into consideration.

8. PROPORTION OF RATIO OF EMPLOYEES

An employer shall not employ an unqualified employee unless he has in his employ a qualified employee of the same class, and for each such qualified employee not more than three unqualified employees shall be employed: Provided that for purposes of this clause, an unqualified employee receiving not less than the total wage of a qualified employee of his class, shall be reckoned as a qualified employee.

9. HOURS OF WORK

(1) No employer shall require or permit an employee, other than an employee referred to in subclause (5)—

- (a) to work for more than 42 hours per week;
- (b) to work for more than five days in any one week;
- (c) to work on Saturdays and Sundays;
- (d) to work for more than nine hours, excluding meal intervals in any one day;
- (e) (i) to work before 07:00 or later than 17:30: Provided that this subclause shall not apply to employees engaged as boiler attendants;
- (ii) to work during the rest intervals provided for in this clause or during the lunch hour on any day from Monday to Friday, inclusive.
- (f) to work for more than five hours without a meal interval of at least an hour.

(2) Notwithstanding the provisions of subclause (1) of this clause, an employer may require or permit an employee to work overtime subject to the provisions of clause 10: Provided that no employer shall require or permit an employee to work more than 13 hours per week overtime in the Magisterial Districts of Bloemfontein, Kimberley and Kroonstad and 12 hours per week in the Magisterial Districts of Parys and Frankfort: Provided further that no employer shall require or permit an employee to work overtime, after completion of his ordinary working hours, for more than one-and-a-half hours on any day, unless he has—

- (a) given notice thereof to such employee before midday;

- (b) provided such employee with an adequate meal before commencing overtime; or
- (c) paid such an employee an allowance of R5,00.

(3) Rest intervals of not less than 10 minutes, during which no work shall be performed, shall be allowed to each employee not later than two-and-a-half hours after the commencement of the morning work period, and as nearly as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked.

Utensils and boiling water for making tea shall be provided by the employer and be made available for the employees at the commencement of each rest interval, and also at 12:30 every day from Monday to Friday, inclusive.

(4) In addition to the rest intervals stipulated in subclause (3) of this clause, the employees engaged on work on a conveyor belt system shall be given a rest interval of five minutes, which shall be regarded as time worked, after completion of each hour's work.

(5) Exclusions: The provisions of this clause shall not apply to a watchman: Provided that the watchman shall not be required to work for more than—

- (i) 45 hours per week; or
- (ii) six days in any one week:

Provided further that the employer may require his watchman to work on the seventh day of the week and shall pay the watchman in addition to his weekly wage an amount equal to two-sixths of such weekly wage in respect of work done on such seventh day.

10. OVERTIME AND SUNDAY WORK

(1) Overtime, that is, time worked in excess of the hours specified in clause 9 (1) of this Agreement, may not be worked without the written permission of the Council.

(2) Payment for overtime shall be made at the rate of one-and-a-half times the hourly wage for each hour or part of an hour so worked from Monday to Saturday.

(3) An employer shall pay an employee who works on a Sunday—

- (a) for less than four hours, an ordinary days' wage;
- (b) for more than four hours, the greater of—
 - (i) double the employee's rate of pay for the number of hours worked; or double an ordinary day's wage; or
 - (ii) pay the employee remuneration at a rate of not less than one-and-a-half times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) No employee shall be required to work overtime without his consent.

(5) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

11. OUTWORK

No employer in the Industry shall give outwork to be manufactured other than in a workplace registered in terms of clause 12 of this Collective Agreement, nor shall he require or permit any employee to perform any work in the Clothing Industry other than in a workplace provided, equipped, maintained and controlled by the employer.

12. REGISTRATION OF AN EMPLOYER

(1) Every employer on whom this Agreement is binding and who has not already done so in terms of the previous Agreement shall, within seven days of the date on which this Agreement becomes binding on him, furnish to the Secretary of the Council the particulars set out in Annexure H to this Agreement.

(2) Where an employer carries on business as a partnership, company or close corporation, the particulars set out in Annexure H to this Agreement shall be provided in respect of each partner, director or member of the business, as the case may be.

(3) When an employer's business undergoes any of the following changes, the employer shall furnish to the Secretary of the council, a notice of the change in writing setting out full particulars of such change within seven days of its taking place:

- (a) Change of name;
- (b) change of address;
- (c) changes in the composition of its members or partners or directors;
- (d) the sequestration or liquidation of the business;
- (e) the transfer or abandonment of the business;
- (f) the acquisition of another business which is covered by this Agreement;
- (g) the commencement of any other business covered by this Agreement.

13. PAID HOLIDAYS AND ANNUAL LEAVE

(1) (a) An employer shall grant to each of his employees, during the month of December or January of each year, annual leave on the following basis:

- (i) In the case of an employee (other than a watchman) who was, prior to the commencement of the annual leave, in the firm's employ on or before 1 February of any year, and who remained in such employ until 1 December of that year, 15 working days on full pay.
- (ii) In the case of a watchman the same provisions as contained in (a) (i) above shall apply, except that 23 working days' leave shall be granted: Provided that an employee who was absent from work for a continuous period in excess of 12 weeks shall be paid holiday pay in terms of subclause (2) of this clause.

(b) The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of the employee before the commencement of the period of leave.

(2) (a) An employee who was employed from 1 February for less than one year from the date of commencement of the previous annual leave period or whose employment terminated before commencement of the annual leave period, provided his employment with the employer endured for a period of not less than four weeks, shall be paid holiday pay calculated on the basis of 1,25 times the daily wage in respect of each completed month of service, inclusive of the leave period.

(b) The holiday pay due in terms of paragraph (a) shall be paid by the employer not later than the last working day of the employee before the commencement of the period of leave, or if the employee's employment terminates before that date, on the day he leaves the employer's service.

(3) In determining the period of employment in respect of which holiday pay is to be calculated in terms of subclause (2), the expression "employment" shall be deemed to include any period during which an employee—

- (a) is absent from work on the instruction or at the request of the employer;
- (b) is on sick leave, provided a medical certificate for the period or periods of absence has been produced;
- (c) is on maternity leave, provided a medical certificate to this effect has been produced.

(4) (a) Every employer shall grant to each of his employees New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill as paid holidays and no employer shall employ an employee and no employee shall work on these 12 days.

(b) An employer shall grant to all of his employees who have worked the whole morning period of the Thursday preceding Good Friday, time off from the commencement of the normal interval until the normal closing time and such time lost shall be regarded as time worked: Provided that where an employee is absent on the employer's instructions, he shall be entitled to payment for the Thursday afternoon period preceding Good Friday.

(5) In the event of an employer granting to his employees in terms of subclause (1) of this clause, a leave period which includes the Day of Reconciliation, Christmas Day, Day of Goodwill or New Year's Day, such employer shall pay a full day's pay in respect of each such day to each of his employees in his employ on the commencement of the leave, and to each employee whose contract of service is terminated within the 14 days prior to the commencement of the leave period: Provided that the employee concerned was in the continuous employment of his employer for a period of not less than six months immediately prior to the leave period: Provided further that the contract was not terminated by the employee concerned, or that he was not summarily dismissed for any good cause recognised by law as sufficient.

(6) In the event of New Year's Day, Human Rights Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day or Day of Goodwill falling on a Saturday or a Sunday, the employer shall pay to each of his employees an extra day's pay on the first pay day after such day or when payment for these days is payable in terms of this clause or, alternatively, shall grant the Monday following such public holiday as a holiday and shall pay a day's pay to each of his employees in respect thereof.

(7) For the purposes of this clause, "day's pay" means the "weekly wage" divided by five, and "full pay" means the "wage" paid immediately prior to the commencement of the holiday leave prescribed by subclause (1).

(8) Notwithstanding the provisions of subclause (2) an employer may close his workplace on any other three days with the consent of the majority of his employees, and in that event shall not be obliged to pay wages in respect of such days: Provided that he shall afford his employees the opportunity of working in the time lost in respect of any such days, on any day other than a Sunday, at ordinary rates of pay should the majority of his employees so agree: Provided further that an employer shall notify his employees of his intention to close the workplace on such days by means of a notice posted in a prominent place in his workplace at least 24 hours prior to the usual starting time of the first day of closure, and that the Council be notified thereof in writing.

(9) (a) An employee shall be entitled to six consecutive months' maternity leave, of which five months shall be unpaid and one month paid in terms of clause 32 (1).

(b) An employee may commence maternity leave—

- (i) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
- (ii) on the date which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

(c) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

(d) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave of six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

(e) An employee shall give an employer notice in writing, unless the employee is unable to do so, of the date on which the employee intends to—

- (i) commence maternity leave; and
- (ii) return to work after maternity leave;

(f) Notification in terms of subclause (e) shall be given—

- (i) at least four weeks before the employee intends to commence maternity leave; or
- (ii) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(10) (a) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child.

(b) During an employee's pregnancy, and for a period of six months after the birth of her child, her employer shall offer her suitable alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—

- (i) the employee is required to perform night work or work that poses danger to her health or safety or that of her child; and
- (ii) it is practicable for the employer to do so.

(11) (a) An employer shall grant an employee who has been in his employ for longer than four months and who works for at least four days a week for that employer, three days' unpaid family responsibility leave, which the employee shall be entitled to take—

- (i) when the employee's child is born;
- (ii) when the employee's child is sick; or
- (iii) in the event of the death of—
 - (aa) the employee's spouse or life partner; or
 - (ab) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling;

(b) An employee may take family responsibility leave in respect of the whole or a part of a day.

(c) Before granting an employee family responsibility leave, in terms of this subclause, an employer may require reasonable proof of an event contemplated in subclause (1) (a) for which the leave was required.

(d) An employee's unused entitlement to leave in terms of this subclause shall lapse at the end of the annual leave cycle in which it accrues.

(e) **Exclusions:** The provisions of this clause shall not apply to a watchman: Provided that a watchman shall be granted four weeks' holiday leave on full pay, plus payment of an amount equal to one-quarter of his weekly wage, during each period of 12 months' employment: Provided further that should such watchman's employment be terminated before such leave is granted, he shall be paid in lieu of such leave two-and-one-fifth times his daily wage in respect of each completed month of employment, calculated from the date of commencement of his employment or from the first pay day after the last 12 months' period in respect of which he was granted four weeks' holiday leave, as specified in this subclause. For the purposes of this subclause, the daily wage of a watchman shall be one-sixth of his weekly wage.

14. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclause (1) (b) (ii), (iii) and (iv) of this clause, written notice, in the form of Annexure J to this Agreement, of not less than five working days, which for the purposes of this clause shall include paid holidays, to take effect from the working day following that on which it is given shall be given by an employer or an employee to terminate a contract of service:

(a) Provided that this shall not effect—

- (i) the right of an employer or an employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (ii) any agreement between the employer and the employee providing for a longer period of notice than one week.

(b) Provided further that—

- (i) an employer may pay an employee wages for and in lieu of the specified period of notice;
- (ii) an employee who is working short time may terminate his employment without giving notice;

- (iii) the first 20 working days, in respect of weekly paid employees, or the first 35 working days, in respect of monthly paid employees, of the period of employment of an employee by an employer shall be deemed to be a trial period (unless otherwise stated in a written agreement), and such employment may be terminated either by the employer or the employee at any time within such trial period by giving 24 hours' notice;
 - (iv) monthly paid employees shall give or be given not less than one calendar month's notice, in writing, to take effect from the first pay day of the month following that in which notice is given.
- (2) An employee laid off during the currency of any period of notice given in terms of subclause (1) of this clause shall receive full pay for the unexpired part of such notice period.
- (3) No employer shall terminate the services of any employee by reason of such employee's—
- (a) approaching confinement: Provided that the employee returns not later than six months after the date of confinement leave;
 - (b) absence from work through illness:
- Provided that—
- (i) the employer is notified within 5 working days of the commencement of such illness; and
 - (ii) a medical certificate for the period of absence is provided on the employee's return to work;
 - (c) absence on leave, the written permission of the employer having been obtained;
 - (d) partial disablement through injury on duty.
- (4) (a) In the event of an employer failing to give notice or permit the employee to work the required notice period, or an employee failing to give and to work the required notice period, the employer shall pay or the employee shall forfeit, subject to the provisions of paragraph (b) of this subclause, an amount equal to the full weekly remuneration which the employee was receiving immediately prior to the date of such termination.
- (b) Subject to the provisions of subclause (5), the employment of an employee who absents himself from work for a period of five consecutive working days without notifying his employer may be terminated by the employer without notice: Provided that—
- (i) the employer attempts to contact the employee in writing at the last known address supplied by the employee;
 - (ii) the employee shall be allowed to lodge with his employer a written appeal against his dismissal.
- (c) If an employee leaves without notice or is unaccountably absent, the employer shall send his service card to the Bargaining Council not earlier than the sixth nor later than the 11th day of such absence, together with any wages due in terms of this Agreement, and a statement by the employer detailing circumstances surrounding the employee's absence from work and requesting a refund of the amount to be forfeited in terms of paragraph (a) hereof.
- (5) Subject to the provisions of subclause (4) (a) and (b), an employee who is discharged or leaves without notice during the currency of any period of notice given in terms of subclause (1) of this clause shall receive full pay or shall forfeit such wages for the unexpired period of such notice.
- (6) The period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 13.
- (7) Subject to the provisions of subclause (3) (b), no notice shall be given during absence on sick leave or confinement leave as provided for in clause 13 (9);
- (8) Notwithstanding the provisions of subclauses (1), (3) and (4), no employer shall, in terms of the Act, unfairly terminate the services of an employee. Furthermore, for the purposes of determining the length of an employee's employment with an employer, previous employment with the same employer shall be taken into account if the break between the periods of employment is less than one year.

15. PREMIUMS

No premiums shall be charged or accepted by an employer for the training of an employee: Provided that this clause shall not apply in respect of a training scheme to which the employee is legally required to contribute.

16. TOOLS

- (1) Every employer may, at the request of his employees, supply scissors for the purpose of their employment at the price paid therefor by the employer.
- (2) The cost of the scissors may be deducted from the employee's wages in weekly instalments, as mutually agreed upon between the employer and employee.
- (3) The employer shall keep the scissors sharpened and in good order, free of charge.

17. CONTRACTS

(1) Existing contracts:

Any contracts of service in operation at the date of coming into operation of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

(2) Fixed-term contracts:

- (a) An employer may engage fixed-term contract employees for a specific period and/or until the completion of a specific short-term task.
- (b) Any employee engaged on a fixed-term contract shall be employed subject to the same terms and conditions as prescribed in this Collective Agreement for other employees of the same class/job category.
- (c) Fixed-term contracts shall be reduced to writing and shall stipulate the commencement and termination dates and/or completion date of the contract task.
- (d) Copies of all fixed-term contracts (as well as accompanying exemption application where applicable) concluded in the Industry shall be forwarded to the Secretary of the Council, PO Box 4866, Johannesburg, 2000, for registration and processing by no later than seven days after commencement of duty of the employee.

18. ENGAGEMENT, TRANSFER AND TERMINATION FORMS

(1) An employer shall on engaging an applicant for work, require such applicant to produce a service card issued by the Council, which shall be in the form of Annexure C. In the case of an employee who does not possess a service card, the employer shall complete an application for service card form as per Annexure D.

(2) If during or on completion of the trial period in terms of clause 14 (1) (b) (iii), the contract of service is confirmed, the employer shall, immediately on such confirmation, enter on the service card or application form, the name of his factory, the occupation of the employee, and the date of commencement of employment, and send the card to the Secretary of the Council, within seven days of engagement as provided for in subclause (1) of this clause.

(3) The Council shall extract such information as may be required from the service card, and return it to the employer with the least possible delay. In the case of an application form, the Council shall issue a service card in respect of the new entrant to the Industry and forward it to the employer. The employer shall retain the service card until the employee leaves his employ.

(4) Whenever an employer transfers his employee to another grade, in terms of clause 4 (2), he shall, within 14 days from the date of transfer, complete a transfer form as per Annexure A and forward it to the Council. The Council shall, with the least possible delay, acknowledge such transfer notice to the employer.

(5) On the termination of services of an employee, except in terms of clause 14 (1) (b) (iii), an employer shall supply the employee with his service card, duly completed by the employer, stating the grade or grades in which the employee was employed by the firm, the total weekly wage paid prior to termination and the date of termination.

19. EXEMPTIONS

A. For any business entity registered with and falling within the Council's registered scope:

- (1) Any business entity registered with and falling within the Council's registered scope may apply to the Council for exemption from any or all of the provisions of this Agreement.
- (2) All applications for exemption shall be made, in writing, on an application form provided by the Council. The applicant shall annex a copy of its Council Registration Certificate to the application and shall address the application to the Secretary of the Council for consideration by the Council.
- (3) All applications for exemption shall be fully motivated and supported by any relevant documentation and, in addition, shall contain the following information:
 - (a) The period for which the exemption is sought;
 - (b) the number of employees affected;
 - (c) the clauses and subclauses of this Agreement from which the exemption is requested;
 - (d) satisfactory proof that the exemption applied for has been discussed between the employer and the employees affected and/or their respective representatives, and shall include the response resulting from such discussions either in support of or in opposition to the application.
- (4) If the exemption application is expressed by the applicant to be urgent, the Secretary shall examine the application to determine whether it is, in fact, urgent. If the Secretary decides that the application is urgent, then he shall refer the application to the Chairperson of the Council, who shall convene a meeting of the Council within seven days of receipt of the application from the Secretary to consider the application. If the Secretary decides that the application is not urgent, then he shall deal with it in the ordinary course as set out below.
- (5) The Secretary of the Council shall place the full exemption application before the appropriate meeting of the Council for its consideration, including any background information which may be required and which the Secretary of the Council can provide.
- (6) The Council may, after considering the application, including any urgent application, in terms of the provisions and criteria outlined in this Agreement, grant, partially grant or reject such application for exemption and may impose any conditions on the granting or partial granting of any application it deems fit under the circumstances.

(7) The appropriate Council meeting shall consider all applications for exemption having regard to all relevant information and in particular to—

- (a) the written and verbal (if any) motivation provided by the applicant, and the supporting documentation;
- (b) the extent of discussion between employer and employees affected and their respective representatives where applicable, including the responses of these persons to the application;
- (c) the terms of exemption sought, including the period thereof;
- (d) any possible infringement of basic conditions of employment rights which may result if the exemption is granted;
- (e) whether or not a competitive advantage will be afforded to the applicant should the exemption be granted, including its broader impact on the Industry as a whole and on other stakeholders within the Industry who may be disadvantaged by the granting of an exemption;
- (f) if the exemption sought is from any employee benefit fund or training provision, the sufficiency of the alternative benefit or provisions proposed by the applicant, including such factors as the cost to the employee, transferability, administration, management, costs, growth and stability;
- (g) the extent to which the proposed exemption may undermine collective bargaining and labour peace in the Industry or sector concerned;
- (h) any existing special financial, economic or other circumstances which are put forward by the applicant as reasons warranting the granting of the exemption: Provided that the Council may require the disclosure of such relevant, verifiable information as it may deem fit in this regard;
- (i) the history and the current status of the business entity and/or its shareholders, directors and owners within the Industry, including its period of operation, and in particular whether or not the entity is a new emerging enterprise;
- (j) the history and the current status of the business entity vis-à-vis the Council, including whether any levies or contributions to benefit funds are outstanding, and any previous exemptions which may have been granted by the Council;
- (k) any representations made by the employees and/or their representatives, the Council and/or parties to the Council as contemplated in subclauses (3) (d) and (5) above;
- (l) any possible alternatives which may be acceptable to the applicant and/or any other interested party in the circumstances;
- (m) the cost, efficiency and administration of any conditions which the Council may feel necessary to impose, and the re-evaluation thereof.

(8) The Council shall notify an applicant of its decision within 14 days of such decision having been reached.

- (a) If the application has been granted, the Council shall specify the following in its notification to the applicant:
 - (i) The conditions, if any, of its approval of the application;
 - (ii) the period for which the exemption is to be valid;
 - (iii) the clauses or subclauses of the Agreement from which the exemption is granted.
- (b) Upon receipt of a written request, the Council shall provide reasons for its decision to grant the exemption to any party which has an interest in the matter.
- (c) If the application for exemption is rejected, the Council shall provide concise reasons for such rejection to the applicant within 14 days of the date of its decision.

(9) Any decision of the Council to reject, partially grant or withdraw an application may be referred by the applicant to the Independent Exemptions Board (styled the Exemptions Board), hereby established in terms of the Act and the Constitution of the Council, and the provisions of subclauses (1) to (8) above shall *mutatis mutandis* apply when appeals are heard and decided upon by the Exemptions Board.

B. For any employer who is a party or a member of a party to the Council and its employees represented by a trade union representative:

- (1) (a) Exemption from the provisions of Regional Bargaining Council Agreements shall be granted in the following circumstances:
 - (i) Where an employer who is a party or a member of a party to the Council and its employees, represented by a trade union representative as defined in the Act, have concluded a collective agreement in accordance with the procedure set out in subclause (2) below to vary such provisions: Provided that—

- (aa) the Collective Agreement does not contravene the minimum employment standards in the Council's Main Collective Agreement, any law or the provisions of the Agreement dated 25 May 1993 between the Cape Clothing Manufacturers' Association, the Cape Knitting Industry Association, the Garment Manufacturers' Association of the Western Cape, the Eastern Province Clothing Manufacturers' Association, the Natal Clothing Manufacturers' Association, the Free State and Northern Cape Clothing Manufacturers' Association, the Transvaal Clothing Manufacturers' Association (incorporating the Transvaal Knitters' Association) and the Southern African Clothing and Textile Workers' Union;
- (ab) wage rates and contributions to social funds, including the Council's fund, are not amended without the Council's approval.
- (ii) Where the Exemptions Board established by the Council requires the Council to do so after granting an application for exemption.
- (iii) Upon application by an employer employing five or fewer employees.
- (b) An application for exemption shall be made to the Council in accordance with the Council's exemption procedure as provided for in subclauses (2) and (3) of A above.
- (2) An employer who is a party or a member of a party to the Council shall implement the following procedure in order to conclude a collective agreement as set out in subclause (1) (a) (i) above:
 - (a) The employer shall place on the notice board of the workplace a notice to employees specifying the proposed variation to the Council's Main Collective Agreement. At the same time a copy of the notice shall be sent to the union.
 - (b) A meeting shall take place at the workplace in order to reach agreement on the proposed variation, which agreement shall be reduced to writing. In the absence of agreement, the employer shall undertake not to refer an application for exemption to the Exemptions Board established by the Council.
 - (c) The agreement shall be referred to the Council for registration and any agreement concluded in terms of subclause (1) (a) (i) above, that it is in contravention of any law or the minimum employment standards set out in this Collective Agreement, shall be null and void *ab initio*.

20. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

- (1) Every employer shall, on every pay day of each week and from the first pay day of coming into operation of this Agreement, deduct 40c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement: Provided that no deduction shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due: Provided further that no deductions shall be made from the holiday pay paid to each employee when the workplace closes in terms of clause 13 (1) of this Agreement.
- (2) (a) The employer shall pay the total amounts so deducted, together with an equal amount to be contributed by him, to the Secretary of the Council, PO Box 4866, Johannesburg, 2000, within seven days from the end of the month in which the deductions fall due and such payment shall be accompanied by a completed copy of Annexures E and F, in the case of employers in the Magisterial Districts of Bloemfontein, Frankfort, Kroonstad, Kimberley, Parys and Vredefort.
- (b) Where an employer has failed to deduct contributions from the wages of employees, he shall not be permitted to deduct arrear contributions but shall make good these contributions himself.
- (c) Should any amount due in terms of this clause not be received by the Council by the tenth day after the due date on which it is payable, the employer shall pay weekly interest on such amount or on such lesser amounts as remain unpaid, calculated at the ruling prime overdraft rate plus two per cent per annum: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof. At the discretion of the Council, the interest may accrue to the general funds of the Council.

21. MEDICAL BENEFIT SOCIETY

(1) The Free State and Northern Cape Clothing Industry Medical Benefit Society, (hereinafter referred to as the "Society"), originally established on 23 March 1967 in terms of Government Notice No. R 379, is hereby continued.

(2) Every employer in the Magisterial Districts of Bloemfontein, Frankfort, Kimberley, Kroonstad, Parys and Vredefort shall, on the pay day of each week, deduct R4,00 from the wage of each of his employees for whom minimum wages are prescribed in this Agreement.

(3) The employer shall pay the total amount so deducted, together with an amount of R5,60 to be contributed by him, and a statement in the form of Annexures E and F to this Agreement, to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000.

(4) Where an employer has failed to deduct contributions from the wages of employees, he shall not be permitted to deduct arrear contributions but shall make good these contributions himself.

(5) Should any amount due in terms of this clause not be received by the Council by the tenth day after the due date on which it is payable, the employer shall pay weekly interest on such amount or on such lesser amounts as remain unpaid, calculated at the ruling prime overdraft rate plus two per cent per annum: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof. At the discretion of the Council the interest may accrue to the general funds of the Council.

(6) On expiry of this Agreement by effluxion of time or cessation for any other cause, the Society shall continue to be administered by the Management Committee, and in the event of a subsequent agreement providing for the continuation of the Society not being negotiated within one year from the date of expiry of this Agreement, or the Society not being transferred within such period to a society constituted for the same or a similar purpose, the Society shall be liquidated by the Management Committee.

22. EXTRACT FROM WAGE REGISTERS

Every employer shall forward to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, copies, in triplicate, of his wage register as per Annexure G, not later than one week after the first pay day in every quarter.

23. TRADE UNION LABOUR

A. EMPLOYMENT OF TRADE UNION LABOUR

- (1) No employer who is a member of the employers' organisation shall continue to employ an employee—
 - (a) who, while being eligible for membership of the trade union, is not a member of the trade union as at the date of coming into operation of this Agreement; or
 - (b) who does not become a member of the trade union within a period of 90 days from such date.
- (2) No member of the trade union, from the date of entering into employment after the date of coming into operation of this Agreement, may continue his employment with an employer—
 - (a) who is neither a member of the employers' organisation;
 - (b) who does not, within a period of 90 days after such date or after the date of employment of the employee concerned, where such employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation.
- (3) The provisions of this clause shall apply to persons who are eligible for membership in terms of the Constitution of the trade union or employers' organisation, or who have been refused membership of or expelled from the trade union or employers' organisation.
- (4) Every employer shall forward all deductions made from the remuneration of employees in respect of trade union membership fees to the Secretary of the Council, PO Box 4866, Johannesburg, 2000, within seven days of the end of the week in which the deductions fall due. The Secretary of the Council shall within 15 days of receipt forward the amounts to the Secretary of the trade union, together with such analysis of the amounts as are received from employers.
- (5) No trade union membership subscriptions may be—
 - (a) paid to a political party as an affiliation fee;
 - (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
 - (c) used for any expenditure that does not advance or protect the socio-economic interests of the employees.

B. RIGHTS AND ACCESS TO PREMISES

- (1) Any office bearer or official of a representative trade union shall be entitled to enter the employer's premises in order to recruit members or communicate with members, or otherwise serve members' interests.
- (2) A representative trade union shall be entitled to hold meetings with employees outside their working hours at the employer's premises.
- (3) The members of a representative trade union shall be entitled to vote at the employer's premises in any election or ballot contemplated in the union's constitution.
- (4) The rights conferred by this clause shall be subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.
- (5) The authorised person or persons shall notify the employer or his representatives of his intention to visit the workplace.
- (6) The trade union shall have reasonable access to facilities at the workplace, including the use of the telephone, notice boards and a venue for trade union representative meetings, where such facilities are available, subject to the following:

- (a) Such facilities shall be available during the normal working hours of the business and, while normal output is maintained, including lunch and tea breaks.
- (b) The granting of facilities shall be subject to prior agreement from management, which agreement shall not unreasonably be withheld, and the facilities shall be used for industry-related matters. Such industry-related matters shall be defined by the Council from time to time.
- (c) The scale of facilities shall be subject to the individual circumstances of a workplace.

(7) The trade union shall be entitled to distribute the union newspaper at the workplace.

C. TRADE UNION REPRESENTATIVES—TIME OFF

(1) Representatives from the representative trade union shall be granted paid time off on the following basis:

Nine days per annum per trade union representative, pooled for each workplace and to be divided between various trade union representatives at the discretion of the Union: Provided that—

- (a) all such leave shall be subject to the operational requirements of the workplace;
- (b) in the case of employers employing five or fewer employees, the union shall give the employer ten days' written notice of the activity for which it seeks time off in terms of this clause;
- (c) in the case of employers not referred to in paragraph (b), the union shall give the employer one day's notice of the activity for which it seeks time off in terms of this clause; and
- (d) all leave granted in terms of this clause shall be used to attend bona fide industry-related trade union activities.

D. SACTWU EDUCATION BURSARY SCHEME

(1) For the purposes of establishing a SACTWU Educational Trust, every employer to whom this Agreement applies, shall each week contribute 20 cents for each employee in his workplace. The moneys so paid shall be utilised by the SACTWU Education Bursary Scheme to award bursaries to all employees and their children in the Industry to further their education.

(2) The total amount so contributed per month shall be submitted to the Secretary of the Council, PO Box 4866, Johannesburg, 2000, within 10 days of the month in which the contributions fall due. The Secretary of the Council shall within 15 days of receipt forward such contributions to the General Secretary of the trade union, together with an analysis of the amounts received from employers, after withholding a collection fee as determined and agreed upon from time to time by the parties to the Council.

24. POWERS OF DESIGNATED AGENTS

(1) A designated agent who has been appointed to attempt to resolve a dispute or investigate any alleged contravention and for purposes of routine inspections to enforce compliance with this Agreement in terms of clause 33 of this Agreement or the Disputes Procedure in terms of clause 34 of this Agreement may—

- (a) subpoena for questioning any person who may be able to give information or whose presence at the conciliation or arbitration proceedings may help to resolve the dispute;
- (b) subpoena any person who is believed to have possession or control of any book, document or object relevant to the resolution of the dispute, to appear before the designated agent or to be questioned or to produce that book, document or object;
- (c) administer an oath or accept affirmation from any person called to give evidence or be questioned;
- (d) at any reasonable time, but only after obtaining the necessary written authorisation—
 - (i) enter and inspect any premises on or in which any book, document or object relevant to the resolution of the dispute is to be found or is suspected on reasonable grounds to be there;
 - (ii) examine, demand the production of, and seize any book, document or object that is on or in those premises and that is relevant to the resolution of the dispute; and
 - (iii) take a statement in respect of any matter relevant to the resolution of the dispute from any person on the premises who is willing to make a statement;
- (e) inspect and retain for a reasonable period, any of the books, documents or objects that have been produced to, or seized by, the designated agent.

(2) A subpoena issued for any purpose referred to in subclause (1) shall be signed by the Secretary of the Council and shall—

- (a) specifically require the person named in it to appear before the designated agent;
- (b) sufficiently identify the book, document or object to be produced; and
- (c) state the date, time and place at which the person is to appear.

(3) The written authorisation referred to in subclause (1) (d)—

- (a) if it relates to residential premises, may be given only by a judge of the Labour Court and with due regard to section 14 of the Constitution of the Republic of South Africa, 1996, and then only on the application of the designated agent setting out under oath or affirmation the following information—

- (i) the nature of the dispute;
- (ii) the relevance of any book, document or object to the resolution of the dispute;
- (iii) the presence of any book, document or object on the premises; and
- (iv) the need to enter, inspect or seize the book, document or object;

(b) in all other cases, may be given by the Secretary of the Council.

(4) The owner or occupier of any premises that the designated agent is authorised to enter and inspect, and every person employed by that owner or occupier, shall provide the facilities that a designated agent requires to enter those premises and to carry out the inspection or seizure.

(5) The designated agent shall issue a receipt for any book, document or object seized in terms of subclause (4).

(6) The law relating to privilege, as it applies to a witness subpoenaed to give evidence or to produce any book, document or object before a court of law, applies equally to the questioning of any person or the production or seizure of any book, document or object in terms of this clause.

(7) The designated agent shall pay the prescribed witness fee to each person who appears before him in response to a subpoena issued in terms of section 208 of the Act, where such fee has been specified by the Minister of Labour or, in the absence of such fee, as may be determined by the Council from time to time.

(8) A person commits contempt of the designated agent—

- (a) if, after having been subpoenaed to appear before him, the person without good cause does not attend the time and place stated in the subpoena;
- (b) if, after having appeared in response to a subpoena, that person fails to remain in attendance until excused by the designated agent;
- (c) by refusing to take the oath or to make an affirmation as a witness when the designated agent so requires;
- (d) by refusing to answer any questions fully and to the best of that person's knowledge and belief subject to subclause (6);
- (e) if the person, without good cause, fails to produce the book, document or object specified in a subpoena to a designated agent;
- (f) if the person wilfully hinders the designated agent in performing any function conferred by or in terms of the Act;
- (g) if the person insults, disparages or belittles the designated agent, or prejudices or improperly influences an investigation or improperly anticipates the designated agent's recommendations;
- (h) by wilfully interrupting the conciliation or arbitration proceedings or misbehaving in any other manner during those proceedings;
- (i) by doing anything else in relation to the designated agent which, if done in relation to a court of law, would have been contempt of court.

(9) The designated agent may, on, recommendation of the Council, refer any contempt to the Labour Court for an appropriate order.

25. PROHIBITION OF EMPLOYMENT OF CHILDREN AND OF FORCED LABOUR

(1) No person shall employ a child—

- (a) who is under 15 years of age; or
- (b) who is under the minimum school-leaving age in terms of any law, providing this is 15 years of older.

(2) No person shall employ a child in employment—

- (a) that is inappropriate for a person of that age;
- (b) that places at risk a child's well-being, education, physical or mental health, or spiritual, moral or social development.

(3) Subject to the Constitution of the Republic of South Africa, 1996, all forced labour is prohibited.

(4) No person may for his or her own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of subclause (1).

(5) A person who employs a child in contravention of subclauses (1) to (4) commits an offence.

26. EXHIBITION OF AGREEMENT

Every employer shall keep exhibited in his workplace, in a place readily accessible to his employees, a legible copy of this Collective Agreement in one official language.

27. OVERALLS

(1) An employer shall issue within four weeks of the commencement of employment of an employee, two new overalls to such employee and shall issue to each and every employee in his employment two new overalls every 18 months on or before 1 January or 1 July, as the case may be.

An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering of such overalls away from the workplace where he is employed: Provided that an employer may launder his overalls and withdraw the right of an employee to take such overalls away from the workplace where he is employed: Provided further that nothing contained in this subclause shall be so construed as to reduce the obligations imposed on any employer in regard to protective clothing and appliances as laid down in the Occupational Health and Safety Act, 1993, or the regulations published under that Act.

An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering of such overalls away from the workplace where he is employed: Provided that an employer may launder his overalls and withdraw the right of an employee to take such overalls away from the workplace where he is employed: Provided further that nothing contained in this subclause shall be so construed as to reduce the obligations imposed on any employer in regard to protective clothing and appliances as laid down in the Occupational Health and Safety Act, 1993, or the regulations published under that Act.

(2) Ownership of any overall issued to any employee shall be ceded to such employee 12 months after the date of issue of such overall.

(3) The employer shall be entitled to deduct the following amounts in respect of overalls from an employee on termination of employment:

- (a) R7,50 per overall if such termination occurs within six months after the date of issue of overalls;
- (b) R5,00 per overall if such termination occurs within seven to twelve months after the date of issue of the overalls.

(4) Should an employer fail to provide his employee with an overall or overalls as specified in subclause (1) within 60 days of the due date of issue and having been given two weeks written notice by the Council, such employer shall be liable to pay to his employee, as a penalty, an amount equal to R1,50 per overall not issued in respect of every period of 30 days that has lapsed from the due date of issue of such overall or overalls.

(5) If an employee fails to wear an overall as specified in subclause (1), the employer shall have the right to advise such employee that failure to appear at work with an overall on the following day will result in a new overall being issued, in such case an amount equal to the cost of such overall, but not exceeding R15,00, may be deducted from the wage due to such employee on the first pay day following the issue of such overall.

28. SAFEGUARD OF WORKERS' EARNINGS

(1) Every employer shall, within two months of the date of coming into operation of this Collective Agreement or within two months of the coming into operation of the workplace of a new factory, give a bankers' or other guarantee, acceptable to the Council, payable on demand in the event of the employer's insolvency or otherwise.

(2) Such guarantee shall be used to cover the payment of all contributions due to the Council and all benefit funds established in terms of this Agreement and the payment of holiday pay and wages due to his employees: Provided that the amount so guaranteed shall be an amount equal to two months' contributions for all his employees and three weeks' wages for each and every employee in his employ.

29. PROVIDENT FUND

(1) The Provident Fund for the Clothing Industry (Free State and Northern Cape), (hereinafter referred to as the "Fund"), originally established on the 1st pay day in September 1971 in terms of Government Notice No. R. 321 dated 1 March 1974, is hereby continued.

The purpose of the Fund shall be the provision of benefits to employees.

(2) The Fund shall consist of—

- (a) contributions paid into the Fund in terms of subclause (3) of this clause;
- (b) interest derived from the investment of any moneys of the Fund;
- (c) any other sums to which the Fund may become entitled or which may be donated to the Fund;
- (d) any moneys held in trust by the Council for the purposes of the Fund.

(3) Contributions:

- (a) Every employer shall on the pay day of each week deduct from the wage of each employee (hereinafter referred to as "contributor") to whom this clause applies and who has worked for at least 20 hours in the week in which the deduction falls due, an amount equal to 5,75% of the basic weekly wage of the contributor. The employer shall add thereto an amount equal to 6,5%, being the employer's contribution in respect of each employee. The total amount so deducted from the wages of his employees together with the amount contributed by the employer shall be paid to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within seven days from the end of the month in which the deductions fall due, accompanied by a completed return in the form of Annexures E and F to this Agreement.
- (b) Should any amount due in terms of this clause not be received by the Council by the tenth day after the due date on which it is payable, the employer shall pay weekly interest on such amount or on such lesser amounts as remain unpaid, calculated at the ruling prime overdraft rate plus two per cent per annum: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof. At the discretion of the Council, the interest may accrue to the general Funds of the Council.

30. ADMINISTRATION AND INTERPRETATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Collective Agreement and may give expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

31. SEVERANCE PAY

(1) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer: Provided that the previous employment with the same employer shall be taken into account if the break between the periods of employment is less than one year.

(2) An employee, who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, shall not be entitled to severance pay in terms of subclause (1).

(3) The payment of severance pay in compliance with this clause shall not affect an employee's right to any other amount payable in terms of this Agreement.

(4) Where an employee aged 50 years or older, subject to subclause (5) below, is retrenched, such employee shall receive the stipulated enhanced Provident Fund benefits due in terms of the rules read with the constitution of the fund. The employer's liability in respect of retrenchment benefits for such employee shall be limited to the payment of the difference between the said enhanced Provident Fund benefit and the amount of severance pay reflected in subclause (1) above where the enhanced Provident Fund benefit is less than the severance pay.

(5) Where an employee reaches the stipulated retirement age of 55 years or older, the employer shall have no liability for retrenchment pay.

32. MATERNITY BENEFITS

(1) Subject to clause 13 (9) (a) of this Agreement, the Medical Benefit Society shall pay one month's wages (4,33 weeks' wages) to an employee going on maternity leave: Provided that such employee has one or more years' service with the same employer and a medical certificate is produced. An employee may take up to 6 months' maternity leave, but may return earlier on giving two weeks' notice to the employer of her intention to return to work.

(2) A substitute employee may be employed in the place of a person on maternity leave for the duration of the maternity leave. Such substitute employee's employment may be terminated by giving the required notice on the return of the employee who went on maternity leave.

33. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

(1) The Council shall take all reasonable steps necessary to ensure compliance with this Agreement. If, whether through its own investigations or through any other source, it appears as if the provisions of this Agreement have been breached then the following procedure shall apply to enforce compliance:

(a) The Council shall request a designated agent to investigate the alleged breach and/or refer the matter to the Council.

(b) If, upon completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the designated agent may endeavour to secure compliance with the Agreement through conciliation.

(c) At the end of the conciliation process the designated agent shall submit a report to the Secretary of the Council as to the result of the investigation, the steps taken to secure compliance with this Agreement through conciliation and the outcome thereof.

(d) Upon receipt of the report, the Secretary of the Council may—

(i) require the designated agent to make further investigations; or

(ii) refer the matter to arbitration in terms of this Agreement; or

(iii) take such other steps as may be deemed reasonable.

(e) If the Secretary of the Council decides to refer the matter to arbitration, he shall appoint an arbitrator to hear and determine the alleged breach of this Agreement.

(f) The arbitrator, in consultation with all the parties who may have a legal interest in the outcome of the arbitration, shall decide the date, time and venue of the arbitration hearing.

(g) The Secretary of the Council shall serve notices of the date, time and venue of the arbitration on all the parties who may have a legal interest in the outcome of the arbitration.

(h) Any party who has a legal interest in the outcome of the arbitration shall have the right to—

(i) give evidence;

(ii) call witnesses;

(iii) question the witnesses of any other party;

(iv) address concluding arguments to the arbitrator;

- (v) be represented by—
 - (aa) a legal practitioner; or
 - (ab) an office bearer or official of his/her trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.
- (i) The arbitrator shall have the following powers:
 - (i) To determine whether there has been a breach of the Agreement;
 - (ii) to make any appropriate award that gives effect to the Collective Agreement and ensures compliance therewith;
 - (iii) to determine the appropriate form of and the procedure to be followed at the arbitration proceedings;
 - (iv) to make any order as to costs that he/she deems appropriate and where the Act provides for such an order to be made or for the Council to recover its costs of providing the arbitration service:

Provided that where the Council's accredited conciliator has made an advisory award in terms of clause 34 (3) (c) (iii) which is substantially the same as the award made by the arbitrator, the arbitrator shall make a costs order against the party concerned which shall, as a minimum, cover the Council's cost of dealing with the dispute;
 - (v) to make an award in the absence of a party who is alleged to have breached the agreement if—
 - (aa) the party fails to appear in person or be represented at the arbitration proceedings;
 - (ab) proof presented that such party has been notified of the proceedings, and notice of the arbitration proceedings shall be deemed to have been given if proof is presented that written notification has been forwarded to such party; and
 - (ac) prima facie evidence has been presented to the arbitrator that the party in question has failed to comply with this Agreement.
 - (vi) vary, rescind or amend any arbitration award made by him or any other arbitrator on good cause shown, and without limiting the generality hereof the arbitrator shall have this power if—
 - (aa) the award was erroneously sought or erroneously made in the absence of any party affected by the award;
 - (ab) the award is ambiguous or contains an obvious error or omission, but only to the effect of that ambiguity, error or omission;
 - (ac) the award was granted as a result of a mistake common to the parties to the proceedings.
 - (j) Any award made by the arbitrator, together with any reasons, shall be served on all interested parties by the Council.
 - (k) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of section 158 (1) of the Labour Relations Act.

34. DISPUTE PROCEDURE

(1) Accreditation

- (a) The Council shall apply for accreditation for the purposes of dispute resolution as provided for in the Act.
- (b) In the event of the Council not being accredited for whatever reason, the Council shall employ the services of an accredited agency to perform the conciliation and arbitration services provided for herein.

(2) Scope of application

- (a) In this clause, "dispute" means any dispute which arises within the registered scope of the Council about a matter of mutual interest between—
 - (i) on the one side—
 - (aa) one or more trade unions;
 - (ab) one or more employees; or
 - (ac) one or more trade unions and one or more employees; and
 - (ii) on the other side—
 - (aa) one or more employers' organisations;
 - (ab) one or more employers; or
 - (ac) one or more employers' organisations and one or more employers.
- (b) For the purposes of this clause, a party to the Council shall include the members of any registered trade union or registered employers' organisation that is a party to the Council.

(3) Referral and conciliation of disputes between parties to the Council

Parties to the Council shall resolve any dispute between themselves as follows:

- (a) Any of the parties to the dispute may refer the dispute to the Council.

Except for disputes which arise from negotiations for the purpose of reaching a Collective Agreement in the Council or any other forum, all dispute referrals shall be in writing and shall set out the nature of the dispute and the outcome sought. The party who refers the dispute to the Council shall satisfy it that a copy of the referral has been served on all the other parties to the dispute.

The Council shall attempt to resolve the dispute through conciliation within 30 days from the date of the Council's receiving a written referral of the dispute: Provided that if the dispute arose from negotiations for the purpose of reaching a Collective Agreement in the Council, the Council shall attempt to resolve the dispute through conciliation within 30 days from the date of the nature of the dispute first being minuted in the Council or any agreement reached in any other forum. The parties to the dispute may agree in writing to extend the 30-day period.

- (b) Disputes about the interpretation or application of any Collective Agreement concluded in the Council shall be dealt with by the Council: Provided that any unfair dismissal disputes shall be dealt with by the Council.
- (c) The Council, or accredited conciliator appointed by it, shall during the conciliation proceedings, attempt to resolve the dispute, which attempt may include—
 - (i) mediating the dispute, and/or appointing a conciliator from the panel to conciliate the dispute;
 - (ii) conducting a fact-finding exercise; and
 - (iii) making a recommendation to the parties which may be in the form of an advisory arbitration award.
- (d) In the conciliation proceedings a party to the dispute may appear in person or be represented only by a member, an office-bearer or official of that party's registered trade union or registered employers' organisation and, if the party is a juristic person, by a director or an employee.
- (e) When the conciliation has failed, or at the end of the 30 (thirty) day period, or any further period agreed between the parties in writing, the Secretary of the Council shall issue a certificate stating whether the dispute has been resolved.

(4) Adjudication of certain disputes between the parties to the Council

- (a) If the dispute remains unresolved after conciliation, the Council shall—
 - (i) arbitrate the dispute if any party to the dispute has requested the Council in writing that it be resolved through arbitration and—
 - (aa) the Act requires arbitration; or
 - (ab) the dispute relates to an unfair dismissal for which the Act permits the dispute to be referred to the Labour Court, save in respect of a dismissal which the employer alleges is—
 - (A) based on the employer's operational requirements; or
 - (B) for participating in or supporting or indicating an intention to participate in or support a strike or protest action; which shall be dealt with in terms of subclause (4) (a) (ii) of this clause;
 - (ac) the dispute relates to the interpretation or application of any Collective Agreement concluded in the Council; or
 - (ad) all the parties to the dispute consent, in writing, to arbitration being conducted under the auspices of the Council in terms of subclause (6) of this clause.
 - (ii) subject to subclause (4) (a) (i) (ab) of this clause, refer the dispute to the Labour Court if the Act requires the dispute to be referred to the Labour Court and any party to the dispute has requested the Council in writing to refer the dispute on its behalf to the Labour Court.
- (b) Parties shall not be entitled to refer the disputes identified in subclause (4) (a) (i) (ab) and (ac) of this clause to the Labour Court or Labour Appeal Court.

(5) Appointment of conciliation and arbitration panel

- (a) The conciliator or arbitrator appointed shall be selected from the Panel appointed by the Council. An employee of the Council shall be eligible for appointment to the Panel: Provided that, should the Council have an interest in the dispute to be conciliated and/or arbitrated, employees of the Council shall not be eligible to arbitrate the dispute.
- (b) The Panel shall consist of six conciliators and/or arbitrators, and all parties to the Council shall attempt to reach agreement on the persons to be appointed to the Panel. In the event that the parties to the Council cannot agree on the appointment of some or all of the conciliators and/or arbitrators, the following process shall be followed:
 - (i) the union party to the Council shall prepare a list of nominees to fill the remaining vacancies on the Panel, and the employer party to the Council shall do likewise;
 - (ii) the list prepared by the parties shall be exchanged, and each party shall rank the nominees of the other party in order of their preference;

- (iii) in the event of the number of remaining vacancies being an even number half of the vacancies shall be filled by appointing the nominees most preferred by the union party from the employer party's lists, and the remaining half by appointing the nominees most preferred by the employer party from the union party's list;
- (iv) in the event that the number of remaining vacancies is an odd number, then the appointments from the parties' lists shall make up the number of vacancies less one, and the final vacancy shall be filled by inserting the names of the next most preferred nominee from each list into a hat, from which the Secretary of the Council shall draw the name of the remaining appointee.
- (c) Conciliators and/or arbitrators are to be appointed to the Panel for a period of two years, after which period they may be re-appointed by agreement between all the parties to the Council. Should any or all of the persons not be re-appointed, all parties to the Council shall attempt to reach agreement on the persons to be appointed to the Panel, failing which the remaining vacancies shall be filled according to the method described in subclause (5) (a) of this clause.
- (d) Notwithstanding subclause (5) (a) of this clause, the parties to the Council shall have the power, by unanimous agreement, to replace any conciliator(s) and/or arbitrator(s) on the panel with another person(s).
- (e) Conciliations and arbitrations shall be allocated to persons on the Panel on a rotational basis by the Secretary of the Council, unless the parties to the dispute agree upon a conciliator and/or arbitrator from the relevant Panel.

(6) Arbitrations

- (a) The arbitrator, in consultation with the parties to the dispute, shall decide the date, time and venue of the arbitration: Provided that, unless the parties agree to an extension or the circumstances warrant it, the date of the arbitration shall be within 14 days of the referral to arbitration by the Council.
- (b) The Secretary of the Council shall serve notices of the date, time and venue of the arbitration on the parties to the dispute.
- (c) Any party that has a legal interest in the arbitration may apply to the arbitrator to be allowed to intervene in the arbitration. Such intervention may be allowed by the arbitrator, who shall have the power to grant an adverse costs order against that party if such intervention is found by him to be frivolous or vexatious.
- (d) Subject to subparagraph (f) of this subclause, any party who has a legal interest in the outcome of the arbitration and whose application in terms of subparagraph (c) of this subclause has been granted by the arbitrator, shall have the right to:
 - (i) give evidence;
 - (ii) call witnesses;
 - (iii) question the witnesses of any other party;
 - (iv) address concluding arguments to the arbitrator;
 - (v) be represented by—
 - (aa) a legal practitioner; or
 - (ab) an office-bearer or official of his registered trade union or registered employers' organisation and, if the party is a juristic person, by a director or employee thereof:

Provided that if the dispute being arbitrated is about the fairness of a dismissal and the aggrieved employee has alleged that the reasons for the dismissal relate only to the employee's conduct or capacity, the parties shall not be entitled to be represented by a legal practitioner in the arbitration proceedings unless—

- (A) the arbitrator and all other parties consent; or
- (B) the arbitrator concludes that it is unreasonable to expect a party to deal with the dispute without legal representation after considering—
 - (AA) the nature of the questions of law raised by the dispute;
 - (AB) the complexity of the dispute;
 - (AC) the public interest; and
 - (AD) the competence of the opposing parties or their representatives to deal with the arbitration of the dispute.
- (e) The arbitrator shall have the following powers:
 - (i) To arbitrate the dispute;
 - (ii) to make any appropriate award;
 - (iii) to determine the appropriate form of and the procedure to be followed at the arbitration proceedings;
 - (iv) to make an order as to costs if a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner—
 - (aa) by proceeding with or defending the dispute in the arbitration proceedings;

- (ab) in its conduct during the arbitration proceedings; which costs order shall be limited to the amount of the Council's cost of dealing with the dispute;
- (v) to make an award in the absence of a party if—
 - (aa) the party fails to appear in person or be represented at the arbitration proceedings; and
 - (ab) proof is presented that such party has been notified of the proceedings. Notice of the arbitration proceeding shall be deemed to have been given if proof is presented that written notification has been forwarded to such party—
 - (A) by registered mail to such party's last known address and 14 days have elapsed since such notification has been mailed; or
 - (B) by telefax transmission to such party's last known telefax number; or
 - (C) by hand delivery to such party's last known business or residential address; and
 - (ac) *prima facie* evidence has been presented to justify such an award;
- (vi) vary, rescind or amend any arbitration award made by him, on good cause shown or of his own accord, and without limiting the generality hereof, the arbitrator shall have this power if—
 - (aa) the award was erroneously sought or erroneously made in the absence of any party affected by the award;
 - (ab) the award is ambiguous or contains an obvious error or omission;
 - (ac) the award was granted as a result of a mistake common to the parties to the proceedings.
- (f) The arbitrator may conduct the arbitration in the manner the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.
- (g) In making the awards referred to in this clause the arbitrator shall be bound by—
 - (i) Labour Appeal Court precedents; and if there are none, by
 - (ii) Labour Court precedents.
- (h) Any award made by the arbitrator shall be final and binding on the parties to the dispute.
- (i) The Council shall serve the award, together with any reasons, on all interested parties.
- (j) Any party or the Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of section 158(1) of the Act.
- (k) Except as referred to in subparagraph (c), the parties to a dispute may agree in writing to amend or vary any of the provisions of this clause.
- (l) In addition to the rights of review provided for in the Arbitration Act, No. 42 of 1965, any party to any arbitration in terms of this Collective Agreement shall be entitled to the right of review to the Labour Court provided for in the Act.

(7) Disputes involving non-parties to the Council

- (a) If the Minister of Labour extends this Collective Agreement concluded in the Council to non-parties to the Council in terms of section 32 of the Act, then disputes involving non-parties to the Council shall be dealt with in terms of the above disputes procedure, provided the Council has been given accreditation in terms of the Act.
- (b) If the Collective Agreement concluded in the Council is not extended to non-parties, then the following procedure shall apply:
 - (i) If a dispute is referred to the Council in terms of the Act and any party to that dispute is not a party to the Council, the Council shall attempt to resolve the dispute through conciliation (either by the Council itself or any Regional Council nominated by it); and
 - (ii) if the dispute remains unresolved after conciliation, the Council shall arbitrate the dispute if —
 - (aa) the Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or
 - (ab) all the parties to the dispute consent to arbitration under the auspices of the Council.

Signed at Johannesburg, on behalf of the parties, this 4th day of October 2001.

S. JAFF

Chairperson of the Council

T. TSHABALALA

Vice-Chairperson of the Council

T. DANIELS

General Secretary of the Council

ANNEXURE A**CLOTHING INDUSTRY BARGAINING COUNCIL
(FREE STATE & NORTHERN CAPE)**

P.O. Box 4866
JOHANNESBURG
2000

Telephone (011) 402-2737

First Floor, Garment Centre
148 Kerk Street
JOHANNESBURG
2001
Fax (011) 402-7375

TRANSFER FORM

(FORM TO BE COMPLETED IN TERMS OF CLAUSE 4 (2) (b) AND 18 (4)
OF THE MAIN COLLECTIVE AGREEMENT)

This is to report that the following employee has been transferred to another occupation:

Name of factory.....

Date.....

Name of Employee	Service Card No.	Clock Number	Before	Transfer	After	Transfer	Date of Transfer
			Occupation	Wage	Occupation	Wage	

.....
Signature of employer

On transfer, this form shall be completed by the employer and forwarded to the Council within 14 days of the date of transfer.

ANNEXURE B**CLOTHING INDUSTRY BARGAINING COUNCIL (FREE STATE & NORTHERN CAPE)****NOTIFICATION OF SHORT TIME**

P.O. Box 4866
JOHANNESBURG
2001

Telephone (011) 402-2737

First Floor, Garment Centre
148 Kerk Street
JOHANNESBURG
2001
Fax (011) 402-7375

Note: Please complete all sections of the form in block letters.

[TO BE COMPLETED BY THE FIRM, IN TERMS OF CLAUSE 6 (4)]

Name of factory:..... Address:

An agreement as to short time working has been made with employees in respect of employees in terms of clause 6 of the Agreement.

The reasons for working short time are—(e.g. employers must supply details of cancelled orders, and undelivered supplies in relation to normal production).

.....

.....

.....

Date

Signature of Factory Representative

ANNEXURE C
CLOTHING INDUSTRY BARGAINING COUNCIL
(FREE STATE & NORTHERN CAPE)

P.O. Box 4866
 JOHANNESBURG
 2000

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 148 Kerk Street
 JOHANNESBURG
 2001

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EMPLOYEE'S SERVICE CARD

[Form to be completed in terms of clause 18 (1) of the Main Agreement]

SURNAME FIRST NAME REG. No.
 ADDRESS NEW ADDRESS

RECORD OF EXPERIENCE

As at20..... years.....months at the following factories:

Minimum wage Occupation

Name of factory	Occupation	Date of engagement	Specified wage	KIBC check	Date of termination	Specified wage	Clock number

On engagement, this card shall be handed to the employer, who shall fill in the first four columns and forward it to the Council. At the Council, the wage rate shall be checked and the card returned to the employer. When employment is terminated, the employer shall fill in the last three columns and return the card to the employee, in exchange for the employee's doctor's card.

"Specified wage" means the wage due in terms of clause 4 of the Agreement.

Identity No.

Signature of employee

ANNEXURE D**CLOTHING INDUSTRY BARGAINING COUNCIL
(FREE STATE & NORTHERN AREAS)**

P.O. Box 4866
JOHANNESBURG
2000

Telephone (011) 402-2737

First Floor, Garment Centre
148 Kerk Street
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2001

Fax (011) 402-7375

[FORM TO BE COMPLETED IN TERMS OF CLAUSE 18 (1) OF THE MAIN COLLECTIVE AGREEMENT]

APPLICATION FOR SERVICE CARD

NAME OF FACTORY.....

SURNAME OF EMPLOYEE..... FIRST NAME.....

ADDRESS OF EMPLOYEE.....

DATE OF BIRTH OF EMPLOYEE..... SEX.....

IDENTITY NUMBER..... CLOCK CARD No.....

OCCUPATION..... DATE OF ENGAGEMENT.....

WAGE PAID ON ENGAGEMENT.....

GIVE DETAILS OF PREVIOUS EXPERIENCE IN THE CLOTHING, BESPOKE TAILORING AND ALLIED INDUSTRIES

Employer	Began	Left	Occupation	Wage on leaving

I certify that the above information is correct.

Signature of employer.....

ANNEXURE E**CLOTHING INDUSTRY BARGAINING COUNCIL (FREE STATE & NORTHERN CAPE)**

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JOHANNESBURG
2000
Telephone (011) 402-2737

First Floor, Garment Centre
148 Kerk Street
JOHANNESBURG
Fax (011) 402-7375

CONTRIBUTION LIST

[TO BE COMPLETED BY THE FIRM IN TERMS OF CLAUSES (20), (2), 21 (2) AND 29 (3) (a)]

NAME OF FACTORY.....

INVOICE No.....

MONTH END

INVOICE DATE

Clock card	Service card No.	Worker's name	Job description	Job scale	Left/joined	Actual wage	Agreed wage	Provident Fund			Fund weeks			SACTWU			Loans	Notes
								Weeks	Employer	Employee	Sick	Medical	ICKI	Burs	Weeks	Employee		

NEW EMPLOYEES

ANNEXURE F**CLOTHING INDUSTRY BARGAINING COUNCIL (FREE STATE AND NORTHERN CAPE)**

P.O. Box 4866
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[Form to be completed in terms of clauses 20(2), 21(2) and 29(3)(a) of the Main Collective Agreement]

NAME OF FIRM

CONTRIBUTIONS RETURNS FOR THE MONTH ENDED

	No. of workers	Rate	R	R
Provident Fund	as per formula	.....	.....	.....
	Employer's contributions	.....	.....	.....
Council	at per week	.....	.....	.....
	Employer's contributions	.....	.....	.....
Medical Benefit Society	at per week	.....	.....	.....
	Employer's contributions	.....	.....	.....
Bursary Fund	at per week	.....	.....	.....
	Employer's contributions	.....	.....	.....
Total				
Plus underpayments on previous returns				
Less overpayments on previous returns				
Total				

For office use only:

CHECKED BY

BANKED BY

This summary should always accompany the pink contribution list, and should be completed in duplicate

ANNEXURE G**CLOTHING INDUSTRY BARGAINING COUNCIL (FREE STATE AND NORTHERN CAPE)**

PO Box 4866
JOHANNESBURG
2000
Telephone (011) 402-2737

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148 Kerk Street
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2001
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(FORM TO BE COMPLETED IN TERMS OF CLAUSE 22 OF THE MAIN COLLECTIVE AGREEMENT)

COPY OF WAGE REGISTER

Week ended Name of firm

Ordinary hours of work commenced at and ceased at—

Clock Card No.	Service Card No.	Identity No.	Employee's names	Occupation	Sex	Age: A—over 21 J—under 21	Total weekly wage	Ordinary time worked					Total hours worked	Amount due for ordinary time	Overtime worked					Total overtime worked	Amount due for overtime	Total gross earnings

A copy of the Wage Register as at the first pay day in January and July of each year shall be submitted to the Council within seven days from the said pay days.

ANNEXURE H
CLOTHING INDUSTRY BARGAINING COUNCIL
(FREE STATE & NORTHERN CAPE)

REGISTRATION FORM FOR EMPLOYERS (in terms of the clause 12 of the Collective Agreement)

1. Full Name of Business:
2. Trade Name/s: Date established
3. Telephone No: (....) Fax No: (....)
4. Physiscal Address: Postal Address:

(Mark block with X where applicable)

5. Registered as: PUBLIC CO. PRIVATE CO. CLOSE CORP PARTNERSHIP SOLE TRADER

6. Registration No.
7. Nature of business: (eg. Men's clothing, etc.)
8. Auditors
9. Number of persons employed/to be employed
10. Has the firm applied for registration with the following?

Department of Labour U.I.F. Reg. No.

F/State & N Cape Clothing Manufacturer's Association ☐

Transitional Council ☐

P.A.Y.E. Reg. No.

11. The following must be completed by: DIRECTORS, PARTNERS, MEMBERS, PROPRIETORS to confirm that the above information is true:

11.1 Name Res. Address:

.....I.d. No. Signature

11.2 Name Res. Address:

.....I.d. No. Signature

11.3 Name Res. Address:

.....I.d. No. Signature

11.4 Name Res. Address:

.....I.d. No. Signature

12. Complete the following FACTORY MANAGER, PUBLIC OFFICER, CO. SECRETARY, if not included in (11) above.

Name Address

..... I.D. No.

Date

PLEASE NOTIFY US OF ANY CHANGE IN THE ABOVE INFORMATION

ANNEXURE I**CLOTHING INDUSTRY BARGAINING COUNCIL
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[Form to be completed in terms of clause 21 of the Main Collective Agreement]

SURNAME NAME OF DOCTOR.....
FIRST NAMES SERVICE CARD No.
I.D. No. FACTORY

Information regarding date of consultation to be completed by doctor.

The Society shall not be liable for more than eight consultations in any calendar year.

Date	Date	Date	Date
1st visit	1st visit	1st visit	1st visit
2nd visit	2nd visit	2nd visit	2nd visit
3rd visit	3rd visit	3rd visit	3rd visit
4th visit	4th visit	4th visit	4th visit
5th visit	5th visit	5th visit	5th visit
6th visit	6th visit	6th visit	6th visit
7th visit	7th visit	7th visit	7th visit
8th visit	8th visit	8th visit	8th visit

.....
Signature

ANNEXURE J**CLOTHING INDUSTRY BARGAINING COUNCIL
(FREE STATE & NORTHERN CAPE)**

P.O. Box 4866
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2000

First Floor, Garment Centre
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JOHANNESBURG
2001

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NOTICE OF TERMINATION OF EMPLOYMENT

(IN TERMS OF CLAUSE 14 (1) OF THE MAIN COLLECTIVE AGREEMENT)

I hereby tender five working days' notice from to terminate my/your
employment on

FULL NAME

DATE

SIGNATURE OF RECIPIENT

SIGNATURE OF WITNESS

One copy to be retained by the employee and one copy by the employer.

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