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GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE
DEPARTEMENT VAN LANDBOU

No. R. 384

2 April 2004

MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996
(ACT No. 47 OF 1996)

ESTABLISHMENT OF STATUTORY MEASURE: RECORDS AND RETURNS
IN RESPECT OF MAIZE AND WHEAT

I, Angela Thokozile Didiza, Minister of Agriculture, acting in terms of sections 13 and 18 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996) hereby establish the statutory measure set out in the Schedule.


A.T. DIDIZA,

Minister of Agriculture.

16/03/2004

SCHEDULE

Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Act shall have that meaning, and unless the context otherwise indicates –

"commercial purposes" means to obtain an income, remuneration or benefit;

"end-consumer" means a person who consumes or processes maize and/or wheat (directly imported or locally produced maize and/or wheat) for commercial purposes, but who does not sell any resulting product;

"exporter" means a person who exports maize and/or wheat from South Africa, and this includes a person who administers or handles the exports in the name of or on behalf of another person;

"handle" means to receive, store, dispatch or process maize and/or wheat for imports and/or exports;

"importer" means a person who imports maize and/or wheat into South Africa, and this includes a person who administers or handles the imports in the name of or on behalf of another person;

"maize" means the kernels, threshed or unthreshed, whether white or yellow, of plants of *zea mays indentata* and *zea mays indurata*;

"premises" means premises where locally produced or imported maize and/or wheat is handled for exports and/or imports and of which the person referred to is the owner or lessee or otherwise has control, and where such person has more than one such premises, it shall include all such premises;

"processor" means a person who mills, crushes, grinds to grits or otherwise processes maize and/or wheat, in any manner whatsoever, for the manufacture of maize and/or wheaten products with the aim of selling the resultant product;

"SAGIS" means the South African Grain Information Services, a company not for gain incorporated under section 21 of the Companies Act, 1973 (Act No. 61 of 1973);

"storer" means a person with storage facilities where maize and/or wheat is handled commercially for import and/or export purposes;

"the Act" means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996);

Purpose and Aims of statutory measure and the relation thereof to objectives of the Act

2. The aim and objectives of this statutory measure are to compel any person directly and indirectly involved in imports and/or exports (e.g. end-consumers, importers, storers, exporters, processors, including any person, e.g. a producer, trader, transporter, agent, etc. who acts in the capacity of the aforementioned persons) of maize and/or wheat to keep records and submit returns to SAGIS. The statutory measure is deemed necessary in order to ensure that accurate import and export information in respect of maize and/or wheat is made available more frequently to all role-players and decision makers in the grain industry.

This statutory measure is deemed necessary to:

- Obtain complete and reliable information; and
- Assist the more efficient and effective planning, risk management and marketing of maize and/or wheat for food security.

SAGIS was specifically established for the purpose of handling information gathering, processing and dissemination on behalf of the various cereal and oil seed industries in South Africa. This statutory measure will be administered by SAGIS but as a task separate to its main task of monthly national marketing information.

SAGIS publishes macro maize and wheat import and export information on a regular basis for the grain industry and other interested parties. This information is obtained and

furnished from the returns submitted to SAGIS. The information gathered by SAGIS by means of records and returns is available free of cost on SAGIS's website. This allows interested parties access whenever they need the information.

Product to which statutory measure applies

3. This statutory measure shall apply to whole maize and whole wheat locally produced or imported but shall exclude maize seed and wheat seed destined for planting purposes and exclude maize products and wheaten products imported and/or exported.

Area in which statutory measure applies

4. This statutory measure shall apply within the geographical area of the Republic of South Africa.

Records to be kept by end-consumers, importers, storers, exporters and processors of maize and/or wheat

5. (1) Each end-consumer, importer, storer, exporter and processor of maize and/or wheat shall keep complete records for each week (Saturday to Friday) in respect of maize and/or wheat imported or exported by him. These shall also include any person, e.g. a producer, trader, transporter, agent, etc. who acts in the capacity or on behalf of the aforementioned persons.

(2) Each person mentioned in sub clause (1), irrespective of whether or not he has premises, shall keep the following records:

(a) Imports- in respect of imported maize and/or wheat, records shall be kept of:

(i) Name and address of importer and/or person on whose behalf imports are made.

- (ii) Quantity of maize and/or wheat imported per country of origin.
 - (iii) Quantity of imported maize and/or wheat destined for:
 - (aa) consumption in South Africa.
 - (bb) exports per country of destination in Africa.
 - (cc) exports per country of destination overseas.
 - (iv) Name of border post through which maize and/or wheat was imported.
 - (v) Name and address of the first premises where maize and/or wheat, imported through a border post, was handled.
 - (vi) Name of harbour and owner of harbour premises where the imported maize and/or wheat was handled.
 - (vii) Name and particulars of the vessel in which maize and/or wheat was imported.
- (b) Exports- in respect of maize and/or wheat that is exported, records shall be kept in respect of:
- (i) Name and address of the exporter and/or the person on behalf of whom the export took place.
 - (ii) Quantity of maize and/or wheat exported per country of origin namely:
 - (aa) Produced in South Africa.
 - (bb) Imports per country of origin in Africa.
 - (cc) Imports per country of origin overseas.

- (iii) Quantity of maize and/or wheat exported per land of intended destination.
 - (iv) Name and address of the last premises from where maize and/or wheat was dispatched to a border post.
 - (v) Name of border post through which maize and/or wheat was exported.
 - (vi) Name of harbour and owner of harbour premises where the exported maize and/or wheat was handled.
 - (vii) Name and particulars of the vessel in which maize and/or wheat was exported.
- (3) Records mentioned in sub clauses (1) to (2) shall be –
- (a) kept separately in respect of maize and/or wheat;
 - (b) recorded on a computer or in ink in a book; and
 - (c) kept at the head office or usual place of business of the person who is required to keep it for a period of at least four years after the end of the period in respect of which such records were kept.

Returns to be submitted by end-consumers, importers, storers, exporters and processors of maize and wheat

6. (1) Every end-consumer, importer, storer, exporter and processor of maize and/or wheat shall, before noon, on a Monday of every week, or in the case of public holidays on a Monday, the first working day of the week, submit to

SAGIS an accurate return in respect of his maize and/or wheat imports and/or exports. These shall also include any person, e.g. a producer, agent, trader, transporter etc. who acts in the capacity of the aforementioned persons.

- (2) The returns, as available at SAGIS' offices, shall be submitted for the physical exports and imports that realised during the period stated in clause 5(1).
- (3) The return shall be transmitted electronically to:
The fax number or e-mail address as furnished on the official return forms or as specifically requested by SAGIS.
- (4) The return shall be transmitted electronically to reach the general manager of SAGIS before or on the deadline date mentioned in sub clause (1).
- (5) A zero return shall be submitted if no maize and/or wheat was handled, imported or exported during the period of the return.

Commencement and period of validity

7. This statutory measure shall come into operation on the date of publication hereof and shall lapse on 30 April 2008.

No. R. 384

2 April 2004

WET OP DIE BEMARKING VAN LANDBOUPRODUKTE, 1996
(WET No. 47 VAN 1996)

INSTELLING VAN STATUTÊRE MAATREËL: AANTEKENINGE EN OPGAWES MET
BETREKKING TOT MIELIES EN KORING

Ek, Angela Thokozile Didiza, Minister van Landbou, handelende kragtens artikels 13 en 18 van die Wet op die Bemarking van Landbouprodukte, 1996 (Wet No. 47 van 1996) stel hiermee die statutêre maatreël in die Bylae uiteengesit, in.


A.T. DIDIZA,

Minister van Landbou.

16/03/2004

BYLAEWoordomskrywing

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken –

“die Wet” die Wet op die Bemarking van Landbouprodukte, 1996 (Wet No. 47 van 1996);

“eindverbruiker” ’n persoon wat mielies en/of koring vir kommersiële doeleindes verbruik of verwerk (direk ingevoerde of plaaslik geproduseerde mielies en/of koring), maar geen resulterende produk verkoop nie;

“hanteer” ook ontvang, opberg, versend of verwerk mielies en/of koring vir invoere en/of uitvoere;

“invoerder” ’n persoon wat mielies en/of koring na Suid-Afrika invoer, en sluit ook ’n persoon wat die invoer namens of ten behoeve van ’n ander persoon administreer of hanteer, in;

“kommersiële doeleindes” om ’n inkomste, vergoeding of voordeel te verkry;

“koring” die korrels van die spesies *Triticum aestivum*, *Triticum durum*, *Triticum turgidum* en *Triticum polonicum*;

“mielies” die korrels, gedors of ongedors, wit of geel, van die plante *zea mays indentata* en *zea mays indurata*;

“opberger” ’n persoon met opbergingsfasiliteite waar mielies en/of koring kommersieel hanteer word vir invoer en/of uitvoer doeleindes;

“perseel” ’n perseel waar plaaslik geproduseerde of ingevoerde mielies en/of koring hanteer word vir uitvoere en/of invoere en waarvan die persoon waarna verwys word die eienaar of huurder is of andersins die beheer oor het en, waar sodanige persoon meer as een so ’n perseel het, sluit dit al sulke persele in;

"SAGIS" die Suid-Afrikaanse Graan Inligtingsdiens, 'n maatskappy sonder winsoogmerk ingelyf kragtens artikel 21 van die Maatskappywet, 1973 (Wet No. 61 van 1973);

"uitvoerder" 'n persoon wat mielies en/of koring vanuit Suid-Afrika uitvoer, en sluit ook 'n persoon wat die uitvoere namens of ten behoeve van 'n ander persoon administreer of hanteer, in;

"verwerker" 'n persoon wat mielies en/of koring maal, breek, tot gruis maak of andersins verwerk of prosessee, op welke wyse ookal, vir die vervaardiging van mielieprodukte en/of koringprodukte met die doel om die resulterende produk te verkoop; en

Doel en doelwitte van statutêre maatreël en die verband daarvan met die oogmerke van die Wet

2. Die doel en doelwitte van die statutêre maatreël is om enige persoon wat direk en indirek betrokke is by invoere en/of uitvoere (bv. eindverbruikers, invoerders, opbergers, uitvoerders, verwerkers, insluitende enige persone, bv. 'n produsent, handelaar, vervoerkontraakteur, agent, ens. wat in die hoedanigheid van die voorafgenoemde persone optree) van mielies en/of koring te verplig om aantekeninge te hou en opgawes aan SAGIS te verstrek. Die statutêre maatreël word noodsaaklik geag ten einde te verseker dat akkurate invoer en uitvoer inligting meer gereeld aan alle rolspelers en besluitnemers in die graanbedryf beskikbaar gestel word.

Hierdie statutêre maatreël word nodig geag ten einde:

- Volledige en betroubare inligting te verkry; en
- Ondersteuning te bied aan meer doeltreffende en effektiewe beplanning, risiko bestuur en bemarking van mielies en/of koring vir voedselsekuriteit.

SAGIS is spesifiek gestig vir die doel om inligtingversameling, -verwerking en -verspreiding namens die verskillende graan- en oliesadebedrywe in Suid-Afrika te behartig. Hierdie statutêre maatreël sal deur SAGIS administreer word, as 'n aparte taak van sy hoof taak van maandelikse nasionale markinligting.

SAGIS publiseer makro mielie en koring invoer en uitvoer inligting op 'n gereelde basis vir die graanbedryf en ander belanghebbende partye. Hierdie inligting word uit die opgawes

wat aan SAGIS verstrekkend word, verkry en verskaf. Die inligting wat by SAGIS by wyse van aantekeninge en opgawes versamel word is gratis op SAGIS se webblad beskikbaar. Dit verseker dat alle belanghebbende partye toegang tot die inligting het wanneer hulle dit ook al nodig mag kry.

Produk waarop statutêre maatreël van toepassing is

3. Hierdie statutêre maatreël is op heelmielies en heelkoring wat plaaslik geproduseer of ingevoer is van toepassing, maar sluit mieliesaad en koringsaad bestem vir aanplantingsdoeleindes en ingevoerde en/of uitgevoerde mielieprodukte en koringprodukte uit.

Gebied waarin statutêre maatreël van toepassing is

4. Hierdie statutêre maatreël is in die geografiese gebied van die Republiek van Suid-Afrika van toepassing.

Aantekeninge wat gehou moet word deur eindverbruikers, invoerders, opbergers, uitvoerders en verwerkers van mielies en/of koring

5. (1) Elke eindverbruiker, invoerder, opberger, uitvoerder en verwerker van mielies en/of koring moet volledige aantekeninge hou vir elke week (Saterdag tot Vrydag) in verband met mielies en/of koring wat deur hom ingevoer of uitvoer is. Dit sluit ook enige persoon, bv. 'n produsent, handelaar, vervoerkontraakteur, agent, ens. wat optree in die hoedanigheid van of namens die voorafgenoemde persone, in.

(2) Elke persoon in subklousule (1) genoem, ongeag of hy oor 'n perseel beskik al dan nie, moet die volgende aantekeninge hou:

Invoere- ten opsigte van ingevoerde mielies en/of koring, moet aantekeninge gehou word van:

(i) Naam en adres van invoerder en/of persoon namens wie ingevoer is.

- (ii) Hoeveelheid mielies en/of koring ingevoer per land van oorsprong.
 - (iii) Hoeveelheid mielies en/of koring ingevoer en bestem vir:
 - (aa) verbruik in Suid-Afrika.
 - (bb) uitvoere per land van bestemming in Afrika.
 - (cc) uitvoere per land van bestemming oorsee.
 - (iv) Naam van grenspos waardeur mielies en/of koring ingevoer is.
 - (v) Naam en adres van die eerste perseel waar mielies en/of koring wat deur 'n grenspos ingevoer is, hanteer is.
 - (vi) Naam van hawe en eienaar van haweperseel waar die ingevoerde mielies en/of koring hanteer is.
 - (vii) Naam en besonderhede van die vaartuig waarmee mielies en/of koring ingevoer is.
- (b) Uitvoere- ten opsigte van mielies en/of koring wat uitgevoer is, moet aantekeninge gehou word ten opsigte van:
- (i) Naam en adres van die uitvoerder en/of persoon namens wie uitgevoer is.
 - (ii) Hoeveelheid mielies en/of koring uitgevoer per land van oorsprong naamlik:
 - (aa) Geproduseer in Suid-Afrika.
 - (bb) Invoere per land van oorsprong in Afrika.

- (dd) Invoere per land van oorsprong oorsee.
 - (iii) Hoeveelheid mielies en/of koring uitgevoer per land van voorgenome bestemming.
 - (iv) Naam en adres van die laaste perseel vanwaar mielies en/of koring versend is na 'n grenspos.
 - (v) Naam van grenspos waardeur mielies en/of koring uitgevoer is.
 - (vi) Naam van hawe en eienaar van haweperseel waar die uitgevoerde mielies en/of koring hanteer is.
 - (vii) Naam en besonderhede van die vaartuig waarmee mielies en/of koring uitgevoer is.
- (3) Die aantekeninge genoem in subklousules (1) tot (2) moet –
- (a) afsonderlik ten opsigte van mielies en koring gehou word;
 - (b) aangeteken word op 'n rekenaar of met ink in 'n boek; en
 - (c) by die hoofkantoor of gewone plek van besigheid van die persoon van wie vereis word om dit te hou, gehou word vir 'n tydperk van ten minste vier jaar na die einde van die tydperk ten opsigte waarvan sodanige aantekeninge gehou is.

Opgawes wat verstrek moet word deur eindverbruikers, invoerders, opbergers, uitvoerders en verwerkers van mielies en/of koring

6. (1) Elke eindverbruiker, invoerder, opberger, uitvoerder en verwerker van mielies en/of koring moet voor twaalfuur, op 'n Maandag van elke week, of in die geval waar 'n publieke vakansiedag op 'n Maandag is, die eerste werksdag van die week, 'n akkurate opgawe aan SAGIS verstrek ten opsigte van mielies en/of koring deur hom ingevoer en/of uitgevoer. Dit sluit ook enige persoon, bv. 'n produsent, agent, handelaar, vervoerkontrakteur ens. wat optree in die hoedanigheid van die voorafgenoemde persone, in.
- (2) Die opgawes, soos beskikbaar by SAGIS se kantore, sal verstrek word vir die fisiese invoere en uitvoere wat gedurende die periode soos gestipuleer in klousule 5(1).
- (3) Die opgawe sal elektronies gestuur word aan:
Die faksnommer of e-pos adres soos op die amptelike opgawevorms verskyn of soos spesifiek deur SAGIS versoek is.
- (4) Die opgawe sal elektronies gestuur word om die hoofbestuurder van SAGIS te bereik voor of op die keurdatum genoem in subklousule (1).
- (5) 'n Nul-opgawe moet verstrek word indien daar geen mielies en/of koring gedurende dié periode van die opgawe hanteer, ingevoer of uitgevoer is nie.

Inwerkingtreding

7. Hierdie statutêre maatreël tree in werking op die datum van publikasie hiervan en verval op 30 April 2008.

No. R. 421

2 April 2004

FERTILIZERS, FARM FEEDS, AGRICULTURAL REMEDIES AND STOCK REMEDIES ACT,
1947 (ACT NO 36 OF 1947)

PROPOSED REGULATIONS REGARDING FERTILIZERS

The Minister of Agriculture has, under section 23 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947), hereby-

- (a) make known that I intend to make the regulation in the Schedule; and
- (b) invite interested persons to submit any objections to or representations concerning the proposed regulation in writing to the Registrar: Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies, Private Bag X343, Pretoria, 0001; e-mail address: secsmfsqa@nda.agric.za, within four weeks from the date of publication hereof.

SCHEDULE

1. Definitions

Words and phrases in these regulations shall have the meaning assigned hereto in the Act, and unless the context otherwise indicates -

“agricultural liming material” means substances of which the calcium and magnesium compounds have the ability to reduce soil acidity and in the opinion of the registrar, contain no harmful elements. The calcium carbonate equivalent (CCE-strong acid) of such substances must be at least 70 %;

“amorphous lime” means refers to soft, porous liming materials originating mainly from secondary deposits (as opposed to crystalline, non-porous liming materials mainly of primary origin);

“analysis certificate” means a certificate issued by a laboratory indicating the full chemical and/or physical composition for the particular fertilizer, as required by the registrar;

“application fee” – means monies that, in terms of these regulations, are payable for the registration of fertilizers and the annual renewal of such registrations and also include monies payable for the mixing and sale of prescription mixtures;

“bulk blending” means the dry mixing of fertilizers;

“bulk” means the packaging of a fertilizer other than in a sealed container;

“calcite” means calcium carbonate as it occurs in nature, with a maximum of 9 g/kg magnesium and a minimum of 380 g/kg calcium;

“calcium carbonate equivalent (CCE)” means the acid neutralizing ability of an agricultural liming material expressed as a percentage of the acid neutralizing ability of pure calcium carbonate;

"calcium carbonate" means the carbonate of calcium that contains 400 g/kg calcium;

"calcium hydroxide" means the hydroxide of calcium that contains 530 g/kg calcium;

"calcium oxide" means the oxide of calcium that contains 700 g/kg calcium;

"chemically compounded fertilizer" means a substance which, without it being mixed with another substance, contains one or more of the plant nutrient nitrogen (N), phosphorus (P) or potassium (K), on the understanding that the total plant nutrient content of such fertilizer should be at least 1/3 of the nominal value of a similar pure fertilizer and that all macro-elements that it contains in registerable amounts may be registered.

"composite sample" means the combined incremental samples taken from the same sampled portion;

"compost" means a stabilized, homogenous, fully decomposed substance of animal or plant origin to which no plant nutrients have been added and that is free of substances or elements that could be harmful to man, animal, plant or the environment.

"container" means the current packaging in which a measured amount of a fertilizer is offered for sale.

"custom mix" means a mixture compiled on the written advice of a qualified person for a specific client or a mixture of registered materials mixed at the written request of an end user. Prescription mixture shall have a corresponding meaning.

"dry matter basis" means in the case of liming materials dried at 105°C to constant mass, on the understanding that in the case of substances that react with carbon dioxide (CO₂) the atmosphere in the oven be replaced with an inert gas such as nitrogen (N₂).

"enrich" means the addition of registered inorganic fertilizers to registered organic fertilizers in order to raise the plant nutrient content of the organic fertilizer and **"enriched"** has a similar meaning; with the proviso that the total N, P and K must be a minimum of 100 g/kg.

"enriched organic fertilizer" means a mixture of registered organic fertilizer with registered inorganic fertilizer that contains a minimum of 330 g/kg organic fertilizer, excluding urea (on a mass basis factor Cx1,72)

"fertilizer material" means an organic or inorganic material contains one or more plant nutrient in prescribed amounts and is intended or offered for use to improve or maintain the growth of plants or the fertility of soil.

"fertilizer mixture" means a physical mixture of two or more chemically compounded fertilizers or organic fertilizers that contain two or more of the plant nutrients nitrogen (N), phosphorus (P) and potassium (K) as indicated in the guidelines.

"final samples" means a replicate representative parts of the reduced sample or, where no intermediate reduction is required, the composite sample maybe regarded as identical sub-samples of the sampled portion;

"guano" means the excrement of seabirds, as it occurs in nature and to which no other substances have been added, without the written authority of the Registrar.

“house and garden fertilizer” means a fertilizer manufactured, recommended, packaged and offered for sale for use on pot plants and in home gardens and not intended for agricultural use.

“incremental sample” means a quantity taken from one point in the sampled portion;

“incremental sampling point” means a selected constituent part of, or position in the sampled portion from which an incremental sample is taken;

“invoice” means also an accompanying letter, delivery note or weighbridge ticket, receipt note or receipt.

“label” means any written, printed or graphic representation attached to a container of a fertilizer or produced on a container in any possible manner and which states the details required in terms of these regulations for the particular fertilizers and **“labelled”** has a similar meaning.

“low chlorine” means a fertilizer mixture with the maximum chlorine content as prescribed in the guidelines issued by the Registrar.

“macro element” means any of the elements nitrogen (N), phosphorus (P), potassium (K), calcium (Ca), magnesium (Mg) and sulfur (S).

“macro-pellet” refers to particle sizes that are noticeably larger than those for **“pellets”**. Specifications for particle sizes are described for different products in Tables 2 to 5 (Macro granule has a corresponding meaning).

“magnesite” means magnesium carbonate, as it occurs in nature, that contains a maximum of 10 g/kg calcium and a minimum of 275 g/kg magnesium.

“magnesitic” means magnesium carbonate that contains a minimum of 190 g/kg magnesium.

“magnesium carbonate” means the carbonate of magnesium that contains 280 g/kg magnesium and no calcium.

“magnesium hydroxide” means the hydroxide of magnesium that contains 410 g/kg magnesium and no calcium.

“magnesium oxide” means the oxide of magnesium that contains 600 g/kg magnesium and no calcium.

“manufacture” means make, compound, mix, formulate, process, package and label for purpose of sale and **“manufacturing”** and **“manufacturing process”** have a similar meaning.

“micro element” means any of the elements iron (Fe), zinc (Zn), copper (Cu), molybdenum (Mo), manganese (Mn), boron (B).

“mini-pellet” means particle sizes that are noticeably smaller than those for **“pellets”**.

“mixed agricultural liming material” means-

(a) calcitic – a mixture of two or more of the following liming materials:

- calcitic agricultural lime
- dolomitic agricultural lime
- slaked and unslaked calcitic and dolomitic agricultural lime

- calcium-magnesium-silicate: Provided that the magnesium content should not exceed 43 g/kg;

(b) dolomitic – a mixture of two or more of the following products:

- calcitic agricultural lime
- dolomitic agricultural lime
- slaked and unslaked calcitic and dolomitic agricultural lime
- calcium – magnesium – silicate
- magnesium agricultural lime: Provided that the magnesium content should be at least 43 g/kg;

“mixer” means a manufacturer or person who mixes registered fertilizers for sale or someone who mixes such fertilizers on prescription for someone.

“municipal compost” means-

- (1) urban waste – The disinfected and stabilized organic fertilizer manufactured by the controlled decomposition of sorted and milled urban waste including fermentable industrial and commercial waste.
- (2) sewage sludge - the disinfected and stabilized organic fertilizer manufactured from the treatment of raw sewage sludge.
- (3) municipal waste and sewage sludge – a mixture of the above two products.

“municipal waste” means any municipal compost that does not meet the requirements for compost given in these regulations: on the understanding that such waste must meet the minimum requirements for municipal waste as set out in the regulations for the registration of fertilizers.

“manufacturer” means an individual or undertaking that manufactures or mixes fertilizers.

“organic fertilizer mixture” means a mixture of registered organic fertilizers (organic = C x1,72)

“organic fertilizer” means a fertilizer manufactured from substances of animal or plant origin, or a mixture of such substances, and that is free of any substances that can be, harmful to man, animal, plant or the environment containing at least 100 g/kg prescribed plant nutrients.

“pellet” means refers to the size of particles in fertilizers, of which no more than 10 % remain on a 4 mm sieve and no more than 10 % remain on a 4 mm sieve and no more than 10 % pass through a 1 mm sieve: on the understanding that 90 % fall within the interval of 1 mm to 4 mm and on the understanding that the sieve size on which 10 % of the particles remain contains openings that are not more than three times larger than those of the sieve on which 95 % of the particles remain. (Granule has a corresponding meaning).

“pelleted” means the manufacture of a fertilizer in pellet form.

“physical quality assurance” means a test carried out to evaluate the fineness of a liming material and the pellet size of chemically compounded fertilizers or mixtures.

“plant nutrient” means an essential macro- or micro- element present in a fertilizer.

“powder” means particle sizes that are noticeably smaller than those for “micro-pellets”. The term usually refers to a high degree of fineness of milled

sedimentary phosphate rocks, but can also apply to other products and product types.

“reduced samples” means a representative part of the composite sample obtained from the latter by a process of reduction, reduced to a suitable size for final division;

“registered name” means the name approved by the registrar under which a fertilizer is registered and may be sold: with the understanding that in the case of an organic fertilizer such name must reflect the main component of such fertilizer;

“sampled portion” means an identified and specified quantity of a material constituting a unit and having characteristics presumed to be uniform;

“sample splitter” means an apparatus designed to split a sample into two or more equal parts;

“scoop” means a container with which samples of fertilizers occurring in bulk can be taken;

“sealed” means to close a container in such a visible manner with a mechanism that will break visibly the first time the container is opened;

“shell lime” means an agricultural liming material of which the calcium and magnesium carbonate originates exclusively from sea animals.

“sieve test” means a wet sieve analysis for liming materials.

“slags and silicates” means a mixture of the silicates of calcium and magnesium as obtained from the iron and steel industry that are capable of reducing soil acidity and that contain a minimum of 300 g/kg silicon oxide (SiO_2); and includes calcium-magnesium silicate;

“slaked calcitic” means calcium hydroxide with a maximum of 43 g/kg magnesium and a minimum of 700 g/kg as hydroxide.

“slaked dolomitic” means the hydroxide of calcium and magnesium with a minimum of 40 g/kg magnesium and a minimum of 700 g/kg hydroxide.

“slaked magnesitic” means magnesium hydroxide with a maximum of 40 g/kg calcium and a minimum of 700 g/kg as hydroxide.

“slaked” means the hydroxides of calcium and magnesium or a mixture thereof that contains at least 800 g/kg hydroxide.

“solution” means a homogeneous liquid containing the plant nutrients in true solution.

“standard sieve” means a wire mesh sieve with openings as indicated in these regulations and meeting the following specifications:

- (1) nominal diameter 200 mm;
- (2) effective diameter 185 mm;
- (3) depth 50 mm;
- (4) the type of join shall be smooth where each chainwire is woven alternately over and under succeeding wires;
- (5) the wires shall be of stainless steel with the following diameter for liming materials:
 - (a) 0,100 mm for a 106 micron sieve,

- (b) 0,160 mm for a 250 micron sieve,
- (c) 0,316 mm for a 500 micron sieve,
- (d) 0,56 mm for a 1000 micron sieve,
- (e) 0,80 mm for a 1700 micron sieve,
- (f) 1,40 mm for a 4000 micron sieve.

“sterilization installation” means an installation used for the sterilization of substances derived from animals and destined for use as a fertilizer according to a process approved by the registrar for this purpose.

“suspension” means a solution in which undissolved substances may be present.

“the act” means the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947).

“tolerance” means the permitted deviation in the natural variation of the stated value of a fertilizer that occurs in manufacture, sampling and chemical analysis, where the deviation is expressed as a percentage of the stated value of the fertilizer.

“trademark” means a mark to which the holder of the registration has the right, either as owner or a registered user thereof, to distinguish his fertilizer from that of any other manufacturer but excludes the registered name of a fertilizer as intended in these regulations.

“unslaked calcitic” means calcium oxide with a maximum of 43 g/kg magnesium and a minimum of 700 g/kg as oxides.

“unslaked dolomitic” means the oxides of calcium and magnesium with a minimum of 43 g/kg magnesium and a minimum of 700 g/kg oxides.

“unslaked magnesitic” means magnesium oxide with a maximum of 43 g/kg calcium and a minimum of 700 g/kg as oxides.

“unslaked” means the oxides of calcium and magnesium or mixtures thereof that contains a minimum of 800 g/kg oxides.

PART 1-REGISTRATIONS

Application for Registration

- 2 (1) An application in terms of section 3(1) of the Act for registration of a fertilizer, must be made on a form available from the Registrar for the purpose, or a clearly legible facsimile thereof on good quality A4 size paper of the same colour as the form supplied by the Registrar.

Such application must –

- (a) be made by a person residing in the Republic of South Africa or, in the case of a legal person that legal person shall have a registered office in the Republic.
- (b) be accompanied by the applicable application fee.
- (c) be accompanied by two copies of a typed version of the details relating to the particular fertilizer that will be marked on the container in which it will be sold, or will be attached to the label of such container.
- (d) be accompanied by a sample of the particular fertilizer containing at least 100 ml in the case of a liquid fertilizer and 100 g in the case of a dry fertilizer.
- (e) be accompanied by a copy of the experimental results detailing the biological efficiency of the particular fertilizer: on the understanding that the Registrar may grant exemption for submission of a sample or a submission as intended in sub-regulation (d) and (e).
- (f) be accompanied, when required by the Registrar, a risk assessment.

Period of registration

- 3(1) Apart from the provision of sections 4 and 4A of the Act, a fertilizer registration in terms of section 3 of the Act is applicable to 31 December of a calendar year.
- (2) Should a registration be granted during a particular calendar year within three months of the date of lapsing intended in sub-regulation (1), such registration shall be applicable to the particular date of lapsing in the following calendar year.

Renewal of registration

- 4(1) An application in terms of section 3(4)(a) of the Act for renewal of registration of a fertilizer, must be made on a form available from him for the purpose, or a clearly legible facsimile thereof on good quality A4 size paper of the same colour as the form supplied by the Registrar.
- (2) Such an application must:-
- (a) depending on the case, be made by the person to whom the applicable registration certificate has been issued
 - (b) **be received no later than the date of lapsing intended in sub-regulation 3(1); on the proviso that should documentary proof be submitted of the timeous despatch of the application, such application shall be deemed to have been received on time**
 - (c) be accompanied by the applicable application fee
 - (d) be accompanied by two copies of facsimiles of all labels currently at the time of the application used in connection with the sale of the fertilizer: **with the proviso that the Registrar, may depending on the circumstances exempt this.**

- (3) Apart from the determinations of sub-regulation 2(b) an application in terms of sub-regulation 4(1) received by the Registrar after 31 January of a particular year will not be considered and a new application must be made for the registration of the respective fertilizer in terms of regulation 2: **on the understanding that the Registrar may grant exemption from submission of the application form as intended in sub-regulation 2(1).**
- (4) **Anyone applying for renewal of a registration in terms of this regulation must submit a sworn statement that the information he supplies with such application for the particular fertilizer, or a label used in connection therewith, does not deviate in any respect at all from the comparable details that have already been registered or approved with respect to that fertilizer or label: on the understanding that only the original of each application can be so declared or confirmed.**

Conditions for certain registrations and renewal of certain registrations

- (5) A registration and the renewal of a registration of a fertilizer, in terms of section 3 of the Act, is granted on condition that during the period of registration or a renewal or registration –
- (1) the composition of the particular fertilizer does not deviate by more than the allowable deviation under which it was registered;
 - (2) the details approved for use on a label or container for sale of the particular fertilizer may not be altered without the prior written approval of the Registrar and;
 - (3) the particular registration may not be transferred in any manner or aspect to anyone else

Application for amendment of certain registrations and approved labels

- 6(1) Should anyone in favour of whom –
- (a) a fertilizer is registered, contemplate any alteration to its registered composition or a change to the details approved for use on a label, he should apply to the Registrar in the manner intended in Regulation 2
- (2) Such application should be accompanied by the applicable documentation, the current registration certificate and application fee stated in regulation 2(1)(b): on the understanding that the Registrar may waive the application fee should the particular change or alteration:
- (a) be in the public interest; or
 - (b) be made at his insistence.

Return of registration certificate

- 7 A registration certificate that is returned in terms of Section 4A(3) of the Act, should reach the Registrar –
- (1) within 14 days of the day on which –
 - (a) the person to whom the particular registration certificate has been issued is informed in writing in terms of Section 5 of the Act of the reason for withdrawal of such registration; or
 - (b) the registration of the fertilizer has expired in terms of Section 4A(2) of the Act; or
 - (2) at least 30 days prior to the date on which the registration is transferred to someone else: on the understanding that the registration envisaged in regulation 2 for the particular fertilizer in favour of such other person should be submitted concurrently.

PART II-APPEALS**Submission of appeals**

- 8(1)** An appeal in terms of section 6 of the Act must be lodged within 60 days after the date on which the reasons on which the appeal is based have been furnished in terms of section 5 of the Act, to the Director-General: Agriculture.
- (2)** Such an appeal must-
- (a)** be in the form of a written statement that has been sworn or confirmed as envisaged in regulation 4(4)
 - (b)** contain the reference number and date of the notification by which such a person or applicant has been informed of that decision
 - (c)** indicate the grounds on which such an appeal is based.
 - (d)** be accompanied by the documentation relating to the subject of the appeal.
 - (e)** be accompanied by the applicable fee.
- (3)** If such an appeal is made by someone other than the person to whom the applicable decision has been supplied the specific appeal must be accompanied by a statement indicating the interest of the particular party in that decision or steps.
- (1)** The applicable amount intended in Regulation 8(2)(e) should be paid by cheque, postal order or money order exchange in favour of the Director-General; Department of Agriculture: on the understanding that should the particular appeal be delivered by hand such amount may be paid in cash.

Address for submission of appeals.

- 9.** An appeal as intended in regulation 8(1) must –
- (a)** When sent by post, be addressed to the Director-General: Department of Agriculture, Private Bag X343, Pretoria, 0001; and
 - (b)** When delivered by hand, be delivered to The Director-General, Department of Agriculture, Agriculture Building, Beatrix Street, Pretoria.

ADVERTISEMENTS**Publications or distribution of false or misleading advertisements.**

- 10**
- (1)** No person may publish or distribute a false or misleading advertisement for a fertilizer.
 - (2)** Specific scientific claims must be submitted for approval to the Registrar
 - (3)** Advertising shall not require approval but must conform to the approved registration and the standards of the Advertising Standards Authority of South Africa.

PART IV-IMPORTS

Harbours and place through which import may occur.

11. (1) A fertilizer may only be imported through the places referred to in Table 1.
- (2) Notwithstanding the provisions of sub-regulation 1 the Registrar may, on written request of the person to whom the Registration Certificate has been issued in terms of Article 3, read in conjunction with article 16(1) of the Act, for a fertilizer authorize the import of a particular consignment thereof through a place of entry other than those mentioned in Table 1.

PLACE OF ENTRY

Beitbridge
Nakop
Vioolsdrift
Ramatlabana
Golela
Komatipoort
Johannesburg International/Main Post office
Cape Town International/Harbour/Main Post office
Durban International/Harbour/Main Post office
Pretoria Main Post Office
East London Harbour/Main Post Office/Airport
Port Elizabeth Harbour/Main Post Office/Airport
City Deep:Container Depot
Richards Bay

Details to be marked or labelled on containers

12. A container in which an imported fertilizer for sale in the Republic is packaged must, in addition to any details that the Registrar may approve, must be marked or labelled with the details that a comparable fertilizer, manufactured in the Republic, would be required to have.

PART V-PLANTS**PRACTICES TO BE FOLLOWED AT PLANTS**

13. (1) The practices relating to the running of an undertaking at a plant and relating to the manufacture, control, packaging, marking or labelling of a fertilizer for the purposes of sale thereof must be such that the composition and efficacy of the particular fertilizer meet the requirements in terms of which it was registered and that it possesses all the chemical, physical and other properties so registered.
- (2) Raw materials used for the manufacture of a fertilizer must be handled and stored such that-
- (a) it is protected against damage, pollution and deterioration;
- (b) access can be reasonably gained to the different raw materials and fertilizers.
- (3) Chemical and physical quality control must be carried out regularly on raw materials used for the manufacture of a fertilizer and of the fertilizer manufactured from such raw materials by the person in whose favour the fertilizer is registered or by a competent body in the Republic recognised as such by the Registrar.

- (4) The person in charge of a plant and responsible for the manufacture, control, packaging, marking or labelling of a fertilizer/liming material must have sufficient knowledge of the practices to be followed in running the undertaking at such a plant and of the provisions of the Act so that, in the opinion of the Registrar, he is capable of carrying out the duties assigned to such a person.
- (5) Raw materials either stored loose or in containers and to be used in the manufacture of the fertilizer, must be clearly identifiable.
- (6) In the event that the fertilizer is not packed or labelled immediately after manufacture, its name shall be shown on the containers in which or the place at which it is stored.

14. REQUIREMENTS FOR ESTABLISHMENTS

- (1) The premises where a fertilizer is manufactured, controlled, packed, marked, labelled or stored for the purpose of sale shall be kept orderly and clean and shall be duly registered under the Occupational Health and Safety Act, Act No 85 of 1993.
- (2) The facilities and equipment which are available at an establishment shall be suitable for the purpose for which it is to be used to ensure that the composition of the fertilizer normally manufactured, controlled, packed, marked, stored or labeled there complies with the particulars registered in respect thereof, and that such fertilizer possesses the chemical, physical and other properties thus registered.
- (3) The area within the facility which is used to carry out a specific function in connection with the manufacture, control, packaging, labeling or warehousing of a fertilizer shall be sufficient and appropriate for the proper execution of the particular function.

15. KEEPING OF RECORDS

- (1) The person managing the undertaking engaged in at a plant must keep complete records in respect of each fertilizer that is manufactured, controlled, packaged or labeled in respect of:
 - (a) The results of quality control carried out in terms of regulation 2(3) of the raw materials used in the manufacture of the fertilizer and of such fertilizer;
 - (b) Complaints that have been received relating to the composition of the fertilizer or to the chemical, physical or other properties thereof.
- (2) The records in connection with sub-regulation (1) kept at a plant, as well as the formulation of every fertilizer manufactured there, must be kept at such plant or other place as approved by the Registrar on request, for at least six months after the date on which the particular fertilizer was manufactured: on the understanding that should a complaint be received in terms of sub-regulation 1(b) records relating to the particular fertilizer may not be destroyed within two years of the date of such a complaint.

16. PACKAGES IN WHICH FERTILIZERS MAY BE SOLD

- (1) A fertilizer may only be sold, apart from the provisions of the Trade and Metrology Act, 1973 (Act No 77 of 1973), in containers that have been sealed or closed in a manner allowed by the nature of the fertilizer and containers and shall be labelled or marked in terms of the provisions of Regulation 17.

- (2) **Notwithstanding the provisions of sub-regulation (1) a fertilizer may be sold in a manner other than in containers if::**

- (a) **it is the same in all respects with the product that is sold in containers;**
- (b) **the requirements of these regulations are met with such sale.**

17. LABELLING AND MARKING OF CONTAINERS OF FERTILIZERS

- (1) The following details relating to a fertilizer must be given on a label affixed to a container of such a fertilizer or marked on such container and such details should appear in the following order:
- (a) **The trade mark, if applicable, and the trade name under which such fertilizer has been registered;**
 - (b) **The registered name of such fertilizer;**
 - (c) **The registered plant nutrient present in such fertilizer, expressed in the form and manner intended in sub-regulation (2);**
 - (d) **The registration number of such fertilizer together with a reference to the Act, expressed as "Reg Nr. Act No. 36 of 1947";**
 - (e) **The mass in the case of a solid and the volume or mass in the case of a liquid of such fertilizer at the time of packaging thereof, notwithstanding the provisions of the Trade and Metrology Act, 1973 (Act No. 77 of 1973); and**
 - (f) **The name and address of the person in whose favour such fertilizer is registered.**
- (2) **The details referred to in sub-regulation 1(c) are those that, in terms of Part 1, paragraphs 1,2,3,4,5,6,7,8 and 9 of the Requirements for the Registration of Fertilizers in the RSA, depending on the situation, are required or approved to be indicated, and**
- (a) **The element symbol of the particular plant nutrient must be followed by the registered content of the plant nutrient expressed in gram or kilogram to the nearest whole amount;**
 - (b) **should more than one plant-nutrient require to be indicated the details given in sub-regulation (2) and Paragraph (a) should be given with respect to each such plant nutrient in the order required or approved;**
 - (c) **besides the details in sub-regulation 1(a) and (b) the details in the Requirements for the Registration of a Fertilizer should be given;**

- (d) should the sum of the total plant nutrients be given it should be given between brackets after the details indicated in sub-regulations 2(a), (b) and (c);
 - (e) **in the case of a low chlorine mixture indicating the potassium carrier is optional; and**
- (3) all the details mentioned in sub-regulations (1) and (2) must be given on one label that is affixed to one side of the container of the particular fertilizer or given on one side of such container and such details shall be in clearly legible symbols, letters and figures. **Print size of 8 points is recommended where applicable.**
- (4) **Instructions for use in respect of a fertilizer must appear on a label that is affixed to the container of such a fertilizer or if space on such label is limited on the back of the container or on a pamphlet placed in such container or accompanying the invoice as intended in regulation 18 on the understanding that instructions for use are compulsory in the following cases:**
- (a) if such a fertilizer has been registered to be applied by foliar application;
 - (b) if such a fertilizer is also, registered as an animal feed, agricultural product or animal product in terms of the Act;
 - (c) if such a fertilizer is intended for use in hydroponics;
 - (d) if such a fertilizer is a home or garden fertilizer.
- (5) **The instructions for use in sub-regulation (4) or those that may be used optionally must be as approved by the Registrar.**

18. SUPPLY OF INVOICES

- (1) Should a fertilizer with the exception of a prescription mixture be sold loose:
- (a) **the invoice must contain the details determined in Regulation 17;**
 - (b) **a sample of the fertilizer (excepting agricultural lime and organic fertilizers) shall be taken on the understanding that such sample:**
 - (i) **is taken by a method described in the Requirements for the Registration of Fertilizers;**
 - (ii) **it is divided into two containers of at least 250 g or 250 cm³ that are sealed and labelled in such a manner that the fertilizer can easily be identified as that described in the invoice.**
 - (iii) **one sample will accompany the invoice and the other be retained by the seller for at least 6 months.**
- (2) **An invoice must be handed over to the person or his representative for whom the fertilizer is destined for use during delivery: on the understanding that receipt of such handing over of the invoice shall be in writing.**

PART VI-GENERAL

19. Anyone that refuses or omits to comply with the provisions of the Regulations is guilty of an offence and on proof of guilt liable to a fine or imprisonment or to both the fine and imprisonment.

PAYMENT OF FEES

20. (1) The postal charge on and delivery costs of an application or article submitted in terms of these regulations as well as on or of anything else in connection therewith, must be paid by the sender.
- (2) Monies payable in terms of these regulations must be paid by cheque, postal order or money order in favour of the Director-General: Agriculture: on the understanding that if such monies are delivered by hand, they may be paid in cash.
- (3) Monies paid in terms of these regulations, except in terms of Article 6 of the Act, are not refundable.

Address for Submission of Items

21. An application or item or anything connected therewith that in terms of these regulations needs to be submitted to the Registrar, must –
- (a) When sent by post, be addressed to – The Registrar: Act No. 36 of 1947, Private Bag X343, Pretoria, 0001; and
- (b) when sent by rail or delivered by hand, be addressed to or delivered to – The Registrar: Act No. 36 of 1947, Agricultural Building, Beatrix Street, Pretoria.

REPEAL OF REGULATIONS

22. The undermentioned regulations are hereby repealed:-
- (1) Government Notice R799 of 20 May 1977
- (2) Government Notice R473 of 14 March 1980
- (3) Government Notice R472 of 14 March 1980
- (4) Government Notice R1651 of 26 August 1977
- (5) Government Notice R1449 of 1 July 1983 in as much as it refers to fertilizers

REQUIREMENTS FOR THE REGISTRATION OF FERTILIZERS IN THE RSA**PART I****INORGANIC FERTILIZERS AND GENERAL REQUIREMENTS OF FERTILIZERS.****1. Requirements for Nitrogen Fertilizers**

A fertilizer that contains nitrogen as main plant nutrient shall only be designated; registered and sold under a name in Column 2 of Table 1 if:

- (a) it is chemically composed as indicated in column 3 of said Table;

- (b) the nitrogen content thereof meets the requirement of column 4 of the said Table;
- (c) it meets the relevant requirements in columns 5 and 6 of the said Table;
- (d) the information in column 6 of Table 1 must be given in respect of the fertilizer in terms of Regulation 22(1)(c).

2. Requirements for Phosphorus Fertilizers

- (1) A fertilizer that contains phosphorus as main plant nutrient shall only be designated, registered and sold under a name in Column 2 of Table 2 if:
 - (a) it is chemically composed as indicated in column 3 of said Table;
 - (b) the phosphorus content thereof meets the requirement specified in column 4; of the said Table;
 - (c) it meets the further relevant requirements specified in column 5;
 - (d) the information in column 6 of Table 2 must be given in respect of each fertilizer in terms of Regulation 17(1)(c).
- (2) Besides the information in column 6 of Table 2 in terms of Regulation 17(1)(c) the following additional information must be provided in the case of:
 - (a) calcium magnesium phosphate the expression "pellet" or "powder" immediately after the name "calcium magnesium phosphate" to indicate the form in which it is sold;
 - (b) raw phosphate the name of the place of origin as approved by the Registrar must precede the name "raw phosphate".

3. Requirements for Potassium fertilizers

A fertilizer that contains potassium as main plant nutrient shall only be designated; registered and sold under a name in column 2 of Table 3 if:

- (a) it is chemically composed as indicated in column 3 of Table 3;
- (b) the potassium content thereof meets the requirements of column 4 of Table 3;
- (c) it meets the further relevant requirements specified in column 5;
- (d) the information in column 6 of Table 3 must be given in respect of each fertilizer in terms of Regulation 17(1)(c).

4. Requirements for fertilizers that largely contain Calcium, Magnesium and Sulphur as plant nutrients.

A fertilizer that contains mainly calcium, magnesium or sulphur as plant nutrient shall only be designated, registered and sold under a name in column 2 of Table 4 if:

- (a) it is chemically composed as indicated in column 3 of Table 4;
- (b) the plant nutritional content thereof is specified against each name in column 4 of Table 4;
- (c) it meets the further relevant requirements specified in column 5;
- (d) the information in column 6 of Table 4 must be given in respect of each fertilizer in terms of Regulation 17(1)(c).

5. Requirements for a chemically compounded fertilizer or a fertilizer mixture that contains nitrogen, phosphorus or potassium fertilizers.

- (1) A fertilizer that is manufactured by mixing different components and that contains more than one of the plant nutrients nitrogen, phosphorus

and potassium may only be approved, registered and sold under a name approved by the Registrar, if:

- (a) it contains no organic fertilizers;
- (b) it meets the requirements as specified in columns 2 to 7 of Table 5;
- (c) the information in columns 8, 9 and 10 in Table 5 must be given in respect of each fertilizer in terms of Regulation 17(1)(c).
- (d) where applicable the following expression may appear together with the name of the fertilizer: on the understanding that one abbreviation may be used in place of the wording.

WORDING	ABBREVIATION
Granule	GR
Macro Granule	SK / SG
Mini Granule	MK / MG
Powder	P
Crystal	C
Suspension	SP
Nitro – phosphate Suspension	NSP
Solution	OPL/SOL
Chlorine	CL Laag / CL Low
Watersoluble	W/O / W/S
Clear Solution	HO / CS

- (e) if applicable that fertilizer must meet the requirements of the Act on Explosive Substances (Act No 26 of 1956) and the regulations issued in terms thereof; and
- (f) the constituents thereof must not segregate visibly after manufacture thereof.

(2) A mixed fertilizer shall only be registered and sold as a low chlorine fertilizer where in the case of fertilizer mixture the sum of the total plant nutrients:

- (a) is less than 200 g per kg, the chlorine content may not be more than 20 g per kg;
- (b) is between 200 g per kg and 290 g per kg, the chlorine content may not be more than 25 g per kg;
- (c) is between 290 g per kg and 390 g per kg, the chlorine content may not be more than 30 g per kg, and
- (d) is higher than 390 g per kg, the chlorine content may not be more than 35 g per kg.

6. Requirements for soluble Fertilizers

A fertilizer manufactured in a soluble form that contains more than one of the plant nutrients nitrogen, phosphorus and potassium shall only be approved, registered and sold under a name approved by the Registrar if:

- (a) it meets the requirements of columns 2 to 7 of Table 6 herewith;
- (b) the information in columns 8, 9 and 10 Table 6 are given next to the name of the fertilizer in terms of Regulation 22(1)(c) in respect of the fertilizer; and
- (c) where applicable the expressions given in paragraph 5(d) are given together with the name of the fertilizer.
- (d) the nutrient content is given on a mass:mass basis. It may also be given on a mass:volume basis (with SG) at 20°C

7. Requirements for micro-element fertilizer

- (1) Micro-elements as described in Table 12 herewith shall only be registered and sold under a name in column 2 of the said Table if:
 - (a) the minimum plant nutrient concentration is as specified against each name in column 3;
 - (b) it meets the additional requirements specified in column 3 of the said Table, and
 - (c) the information in column 4 next to the name of each fertilizer must be given for that fertilizer in accordance with Regulation 17(1)(c): on the understanding that in the case of organic complexing agents the abbreviation given in column 1 of Table 15 may be used.

8. Requirements for micro-element mixtures

- (1) A fertilizer consisting of a mixture of micro-elements shall only be registered and sold if:
 - (a) the minimum content of each element is that specified in columns 2, 3 and 4 of Table 13 herewith;
 - (b) the elements as specified in column 1 of the Table mentioned meet the requirements as specified in Tables 12.1 to 12.6.
 - (c) the minimum total micro-element content:
 - (i) is 50 g per kg for powders/granules
 - (ii) is 20 g per kg for liquid mixtures.
- (2) The total and water soluble content or water soluble content of each element must be given for each fertilizer in terms of Regulation 17(1)(c) as well as instructions for use as approved by the Registrar.

9. Requirements for the addition of macro-and micro-elements

- (1) Macro- and micro-elements may only be added to chemically composed, mixed or liquid fertilizers: on the understanding that:
 - (a) such macro- and micro-elements must be registered in terms of the Regulations;
 - (b) such additions must be approved by the Registrar;
 - (c) the added macro-and micro-elements must be indicated in terms of Regulation 17(1)(c)
- (2) If micro-nutrients are added to inorganic fertilizers it must:
 - (a) be registered in terms of the regulations;
 - (b) be supported by written proof that justifies such addition;
 - (c) not be added in lesser amounts than expounded in Table 14;
 - (d) be given on the label and invoice in terms of Regulation 17(1)(c);
 - (e) be accompanied by instructions for use agreed upon between the applicant and the Registrar on the label or invoice if it is a fertilizer.

Custom mixes

10. (a) The client must give the instruction or request for a custom mix to be manufactured. This instruction or request must conform to the following:
- (i) It must be in writing and must also show the name and address of the client;
 - (ii) The composition and mixing instructions, as well as the purpose of the custom mix must be described;
 - (iii) The amount to be mixed must be shown;
 - (iv) The request must be dated and signed;
 - (v) It must, for inspection purposes, be available on request.
- (b) The order must be entered into a register. A suitable code or reference number must be awarded to each request.
- (c) The label, or the invoice should the fertilizer not be sold in containers, must reflect the following:
- (i) The name and address of the person that requested the custom mix;
 - (ii) The words "not for public sale",
 - (iii) The name of the mix or for which purpose the mix is intended;
 - (iv) The code or reference number;
 - (v) The mass of the product in the container or bag;
 - (vi) The name and address of the manufacturer.

Samples of fertilizers

11. When a sample of fertilizer is taken at a plant or elsewhere than a plant in terms of Article 15(1) of the Act the person in charge of the undertaking or an officer as intended and authorized in terms of Article 2(2)(a) of the Act shall take such sample of fertilizer using the methods described in part IV hereof: on the understanding that should the holder of the registration, his employee, agent or any other witness sign the certificate relating to the sample taken, the method of sampling cannot become the subject of dispute.

Analysis methods

12. In the case of a dispute only methods of analysis as determined by the Agri-Laboratory Association of Southern Africa (ALASA) may be used: on the understanding that the Registrar may recognize any other method of analysis as may be modified from time to time.

Investigational allowances

13. (1) A fertilizer mixture is not considered to have a deficiency of one or other of its registered plant nutrients as long as it is within the limits set out in Table 16 herewith: on the understanding that the sum of single elements may not deviate more than 1,4% in absolute terms from the registered value for total plant nutrients.
- (2) A chemically composed fertilizer is not considered to have a deficiency in one or other of its registered constituents as long as it is within the limits set out in Table 17 herewith.
- (3) A fertilizer mixture or chemically composed fertilizer to which micro-elements have been added is not considered to have a deficiency of the micro-elements as long as it is within the limits set out in Table 18 herewith.

Harmful elements

14. The Registrar reserved the right, in cases where application for fertilizers are made, to request analysis of harmful elements. Cadmium (Cd) may not exceed a limit of 100 mg per kg.

PART II**ORGANIC FERTILIZERS, ORGANIC FERTILIZER MIXTURES AND OTHER FERTILIZERS****Requirements for compost**

- (1) A compost as described in Regulation 1 of the regulations relating to fertilizers shall only be registered and sold if:
- (a) it is sold in containers and must be fine enough for one hundred per cent thereof to pass through a 12 mm standard sieve;
 - (b) it is sold in bulk directly to the agricultural sector, sub-paragraph 1(a) is not applicable;
 - (c) it is a household and garden fertilizer as intended in Regulation 1 of the regulations relating to fertilizers, sub-regulation (a) shall apply whether it is sold in containers or in bulk;
 - (d) the ash content thereof does not exceed 200 g/kg on a dry matter basis;
 - (e) the moisture content does not exceed 400 g/kg;
 - (f) it does not contain any visibly undecomposed organic or other foreign material;
 - (g) at least 80% of certain seeds that are planted under controlled conditions germinate normally and exhibit normal growth when planted in a growth medium as prescribed by the holder of the registration or manufacturer of such fertilizer.

Requirements for urban waste

2. A municipal compost that consists of urban waste as described in Regulation 1 of the regulations relating to fertilizers may only be registered and sold if:
- (1) it meets the requirements set out in paragraph 1(a) to (g) of Part II hereof.
 - (2) No macro- or micro- element is added to an urban waste without the written approval of the Registrar.

Requirements for sewage sludge

3. (1) A municipal compost that consists of sewage sludge as described in Regulation 1 of the regulations relating to fertilizers may only be registered and sold if it is a type D as described in Table 9 herewith, and if it further meets the requirements for total metal and inorganic content as given in the Table mentioned.
- (2) Sewage sludge must furthermore meet the requirements of paragraph 1 (1)(G) of Part II hereof.
- (3) No macro- or micro elements may be added to the sewage sludge without the written approval of the registrar.

Requirements for a mixture of urban waste and sewage sludge

4. (1) A municipal compost that consists of a mixture of urban waste and sewage sludge as described in Regulation 1 of the regulation relating to fertilizers may only be registered and sold if:

- (a) it meets the requirements set out in paragraph 1(g) of Part II hereof.
 - (b) it meets the requirements for total metal and inorganic content as set out in Table 9 hereof.
- (2) No macro-or micro-elements may be added to a mixture of urban waste and sewage sludge without the written approval of the Registrar.

Requirements for municipal waste

- 5. (1) A municipal waste as implied and described in Regulation 1 of the regulations relating to fertilizers may only be registered and sold if: -
 - (a) it meets the requirements set out in table 8 hereof;
 - (b) it furthermore meets the requirements set out in paragraph (1)(g) of Part II hereof.
- (2) No macro- or micro-elements may be added to a municipal waste without the written approval of the registrar.

Requirements for composted poultry manure, kraal manure and other manure

- 6. An organic fertilizer that consists of processed composted poultry manure, kraal manure or any other excretions of animals, with the exception of bat manure and guano, may only be registered and sold if it meets the requirements of paragraph 1(a),(b),(c),(e),(f) and (g) of Part II hereof: on condition that
 - (a) the ash content does not exceed 350 g/kg, and
 - (b) no macro-or micro-elements may be added without the written approval of the Registrar.

Requirements for bat manure

- 7. (1) an organic fertilizer that consists of bat manure may only be registered and sold if:
 - (a) The minimum total nitrogen content thereof is 20 g/kg;
 - (b) The minimum phosphorus content soluble in 2 % citric acid thereof is 18 g/kg;
 - (c) The sum of the total of nitrogen and phosphorus is a minimum of 60 g/kg;
 - (d) it is sterilized by any method approved in writing by the Registrar that eliminates organisms that could be harmful to man, animal or the environment
- (2) No macro- or micro-element may be added to a fertilizer intended in sub-paragraph (1) without the written approval of the Registrar.

Requirements for guano, carcasses, hoof, horn and bone meal

- 8. (1) A fertilizer of animal origin of which the name appears in column 1 of Table 7 hereof may only be registered and sold if:
 - (a) the total nitrogen content thereof is as specified in column 2 of the respective table against each such name;

- (b) the sum of the nitrogen content, total phosphorus content and total potassium content is as given in column 3 of the respective table against each such name;
 - (c) it furthermore meets the requirements given in column 4 of the respective table against each such name.
- (2) The details specified in column 5 of table 7 must be given in terms of regulation 6(1) in respect of the fertilizers.
- (3) The fertilizers mentioned in paragraph (1) with the exception of guano must furthermore meet the requirement in paragraph 7(1)(e).
- (4) No macro-or micro-elements may be added to a fertilizer as intended in sub-paragraph (1) without the written approval of the Registrar.

Requirements for enriched organic fertilizer mixtures

9. (1) An enriched organic fertilizer mixture as described in Regulation 1, may only be sold under a name approved by the Registrar, if:
- (a) The nitrogen content is as specified in column 4 of Table 10.
 - (b) The sum of the nitrogen content, total phosphorus and potassium content is as specified in column 3 of the relevant table (3).
- (2) An organic fertilizer mixture as described in Regulation 1 may only be approved, registered and sold if:
- (a) the sum on the nitrogen content, total phosphorus content and potassium content is as specified in column 3 of the relevant table; and
 - (b) It meets the requirements of the relevant table.

Requirements in respect of micro-elements in organic fertilizers and enriched organic fertilizer mixtures

10. (1) Where micro-elements are added to an organic fertilizer mixture or enriched organic fertilizers mixture:
- (a) such micro-element must be registered in terms of the Act;
 - (b) written proof must be supplied that justifies such addition;
 - (c) it may not be in lesser amounts than stipulated in Table 14;
 - (d) it is indicated on the label or invoice in terms of Regulation 17(1)(c).
 - (e) Instruction for use approved by the Registrar must be given on the label or invoice if it is: -
 - (i) a home or garden fertilizer.
- (2) If the natural micro-element content of an organic fertilizer or an enriched organic fertilizer mixture is given on the label as intended in Regulation 17(10)(c): -
- it must not be for amounts lower than given in Table 14; and

- (a) the micro-element content must be water soluble.

11. LABELLING AND MARKING OF CONTAINERS OF FERTILIZERS

- (1) The label of a fertilizer as referred to in paragraphs 1,2,3,4 and 5 hereof, that is sold in containers, must contain the information required in Regulation 17(1)(a) to (f).
- (2) If the plant nutrients of a fertilizer as intended in sub-paragraph (1) are given, they must be given as intended in Regulation 17(2).
- (3) Regulation 18 applies to all fertilizers that are sold in bulk.

12. SAMPLES OF FERTILIZERS

When a sample of a fertilizer is taken at a plant or elsewhere than a plant in terms of Article 15(1) of the Act the person in charge of the undertaking or an officer as intended and authorized in terms of Article 2(2)(a) of the Act shall take such sample of fertilizer using the methods described in part IV hereof: on the understanding that should the holder of the registration, his employee, agent or any other witness sign the certificate relating to the sample taken, the method of sampling cannot become the subject of dispute.

13. INVESTIGATIONAL ALLOWANCES

- (1) A fertilizer as intended in paragraphs 7 to 10 is not considered to have a deficiency of one or another of its registered plant nutrients as long as it does not deviate more than 10 % from the relevant values: on the understanding that the total plant nutrient content may not deviate more than 7 % from the registered value
- (2) A fertilizer as intended in paragraphs 7,8,9 and 10 that contains micro-elements registered as such is not considered to have a deficiency in terms of micro-elements as long as it is within the limits set out in Table 17.

14. HARMFUL ELEMENTS

A fertilizer as intended in paragraphs 1 to 9 of Part II hereof that contains harmful elements as identified in Table 9, must meet the requirements as specified in the table.

PART III

Liming materials

1. A liming material may only be registered and sold as a fertilizer if:
 - (1) it meets the requirements set out in Table 11.
 - (2) The fineness thereof with the exception of shell lime is as follows:
 - (a) that at least 50 % thereof passes through a 250 micron sieve (0,25 mm); and
 - (b) that at least 100 % thereof passes through a 1700 micron sieve (1,7 mm): on the understanding that a finer grade may be registered.
 - (3) the fineness of shell lime is as follows:
 - (a) that at least 60 % thereof passes through a 500 micron sieve (0,5 mm); and
 - (b) that at least 100 % thereof passes through a 1700 micron sieve (1,7 mm): on the understanding that a finer grade may be registered.
 - (4) the maximum moisture content thereof on an oven dry basis is 150 g/kg and the maximum moisture content of a liming material referred to in (2) does not exceed 200 g/kg.
2. A liming material may be registered as microfine if at least 95 % thereof passes through a 250 micron sieve and at least 80 % thereof passes through a 106 micron sieve.
3. The details in columns 1,2,3,4,5 and 6 of Table 11 hereof must be given in terms of Regulation 22 in respect of the liming materials, as well as the following information:
 - CCE values, according to the strong acid and relative resin suspension methods,
 - Moisture content
 - Sieve test

Investigational allowances

4. A liming material is not considered to have a deficiency of one of its registered components as long as it does not deviate by more than 7 % on a dry mass basis.

Samples of fertilizers

5. When a sample of fertilizer is taken at a plant or elsewhere than a plant in terms of Article 15(1) of the Act the person in charge of the undertaking or an officer as intended and authorized in terms of Article 2(2)(a) of the Act shall take such sample of fertilizer knowing the methods described in part III hereof: on the understanding that should the holder of the registration, his employee, agent or any other witness sign the certificate relating to the sample taken, the method of sampling cannot become the subject of dispute.

Table 1
NITROGEN FERTILIZERS

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
1	Ammonium sulphate	Chemically derived product that contains ammonium sulphate as essential component	200 g/kg N Nitrogen present as ammonium nitrogen	1. Total N 2. Ammonium - N 3. Nitrate-N 4. Amine-N 5. Cyanamide-N 6. Urea form oldehyde 6a Luke warm water soluble N 6b Hot water soluble-N 7. Total calcium 8. Total magnesium	Solubility (1); Solubility (2) optional; Sulphur optional, as long as at least 10 g/kg
2	Sodium nitrate	Chemically derived product that contains sodium nitrate as essential component	150 g/kg N Nitrogen present as nitrate nitrogen		Solubility (1); Solubility (3) Optional
3	Calcium nitrate	Chemically derived product that contains calcium nitrate as essential component and possibly ammonium nitrate	119 g/kg N (solid) 170 g/kg Ca (solid) 80 g/kg N (liquid) 110 g/kg Ca (liquid)		Solubility (1) and (7); Solubility (3) Optional
4	Calcium cyanamide	Chemically derived product that contains calcium cyanamide as essential component, calcium oxide and possibly small amounts of ammonium salts and urea	180 g/kg N (dry or liquid) Nitrogen present as total nitrogen at least 75% to be declared bound in the form of cyanamide		Solubility (1); Solubility (5) Optional
5	Urea	Chemically derived product that contains carbonyl diamide (carbamide) as essential component	450 g/kg N (solid) Total amine nitrogen (biurette included)	Same as for Ammonium Sulphate 1 - 8	Solubility (1)

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
6	Low biurette urea	Chemically derived product that contains carbonyl diamide (carbamide) as essential component.	450 g/kg N (solid) Total amine nitrogen (biurette included) Biurette content lower than 0,5%		Solubility (1)
7	Limestone ammonium nitrate	Fused mixed product of powdered lime and ammonium nitrate pellets or prill.	200 g/kg N The minimum content of calcitic or dolomitic lime shall be 200 g/kg with a purity level of at least 900 g/kg. Must meet the requirements of the Explosives Act, Act 26 of 1956 and the regulations thereof.		Solubility (1); Solubility (2) and (3) optional; Sulphur content optional, provided at least 10 g/kg
8	Ammonium Sulphate nitrate	Mixture of ammonium nitrate and ammonium sulphate	250 g/kg N (solid) 180 g/kg N (liquid) 50 g/kg nitrate-N (solid) 40 g/kg nitrate N (liquid) Must meet the requirements of the Explosives Act, Act 26 of 1956 and the regulations thereof.		Solubility (1); Solubility (2) and (3) optional; Sulphur content optional provided at least 10 g/kg
9	Aqua ammonia	Mixed product of water and ammonia	150 g/kg N	Same as for Ammonium Sulphate 1 – 8	Solubility (1)

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
10	Urea formaldehyde	Reaction product of urea and formaldehyde	320 g/kg N 10 - 13% soluble in luke warm water (25° C) 15 - 16,5% insoluble in luke warm water (25° C) but soluble in hot water 8,5 - 13% insoluble in boiling water.		Solubility (1) 6(a) and 6(b)
11	Ammonium Chloride	Chemically derived product that contains ammonium chloride as essential component	240 g/kg N		Solubility (1); Solubility (2) Optional
12	Ammonium nitrate solution	Aqueous solution of ammonium nitrate	100 g/kg N Must meet the requirement of the Explosives Act, Act no. 26 of 1956 and the regulations thereof		Solubility (1); Solubility (2) and (3) optional
13	Calcium ammonium nitrate	Mixed product of ammonium and calcium nitrate	100 g/kg N (solid) 80 g/kg N (Liquid) Must meet the requirements of the Explosives Act, Act 26 of 1956 and the regulations thereof.	Same as for Ammonium Sulphate 1 - 8	Solubility (1) and (7); Solubility (2) and (3) optional
14	Urea ammonium nitrate solution (UAN)	Aqueous solution that contains ammonium nitrate and urea as essential components	210 g/kg N Must meet the requirements of the Explosives Act, Act 26 of 1956 and the regulations thereof		Solubility (1) and (7); Solubility (2) and (3) optional Solubility (1); Solubility (2); (3); and (4) optional

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
15	Magnesium nitrate	Chemically derived product with magnesium nitrate as essential component	100 g/kg N (Solid) 80 g/kg Mg (Solid) 60 g/kg N (liquid) 50 g/kg Mg (liquid)		Solubility (1) and (8); Solubility (3) Optional
16	Magnesium ammonium nitrate	Chemically derived product with ammonium nitrate and magnesium containing salts (dolomite, magnesium carbonate and /or magnesium sulphate as essential components	190 g/kg N 60 g/kg $\text{NO}_3 - \text{N}$, 60 g/kg $\text{NH}_4 + \text{N}$ 30 g/kg Mg	1. Total N 2. Ammonium-N 3. Nitrate-N 4. Amine-N 5. Cyanamide-N 6. Urea Form Oldehyde 6a Luke warm water soluble-N	Solubility (1); Solubility (2), (3) and (8) Optional
17	Anhydrous ammonia	Chemically derived products with NH_3 as essential component	800 g/kg N	6b Hot water soluble-N 7. Total calcium 8. Total magnesium	Stability (1)

Products 1 - 7, 9-12, 15-17 are chemically derived products
Products 8, 13 and 14 are mixtures.

TABLE 2
PHOSPHORUS FERTILIZER

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
1	Basic Slag	Product derived from iron foundry through treatment of phosphorus melt. Contains calcium silica phosphates as essential component.	40 g/kg P, soluble in 2% citric acid. Particle size : At least 75% capable of passing through a sieve with a mesh of 150 micron; at least 98% capable of passing through a sieve with a mesh of 630 micron.	1. Water soluble P 2. P soluble in mineral acid ($\text{HNO}_3 + \text{HCl}$) 3. P soluble in 2% citric acid 4. Total calcium 5. Total Sulphur	Solubility (3); Solubility (2) Optional
2	Superphosphate	Product derived from the reaction of milled mineral phosphate with sulphuric and/or phosphoric acid, and contains mono calcium phosphate as an essential component together with calcium sulphate.	80 g/kg P, soluble in 2% citric acid, of which at least 80% must be water soluble.		Solubility (3); Solubility (1), (4) and (5) Optional provided the calcium and sulphur contents are at least 10 g/kg

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
3	Partially dissolved milled sedimentary rock phosphate	Product derived from the partial dissolution of milled sedimentary rock with sulphuric acid, phosphoric acid or nitric acid and contains Mono and tri calcium phosphates and calcium sulphate as essential components	80 g/kg P, soluble in mineral acids, of which at least 25% must be water soluble. Particle size of phosphate rock: - At least 85% capable of passing through a sieve with a mesh of 150 micron; - At least 98% capable of passing through a sieve with a mesh of 630 micron. -	Same as for Basic Slag 1 - 5	Solubility (1) and (2) solubility (3); (4) and (5) optional provided the calcium and sulphur contents are at least 10 g/kg.
4	Dicalcium phosphate	Product derived from the precipitation of soluble phosphoric acid with mineral phosphates or bones and contains dicalcium phosphate hydrate as essential component.	160 g/kg P, soluble in 2% citric acid. Particle size: At least 80% capable of passing through a sieve with a mesh of 150 micron.		Solubility (3); Solubility (2) and (4) optional provided the calcium content is at least 10 g/kg.

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
5	Super and sedimentary milled phosphate rock	Shall consist of a mixture of Superphosphate powder and sedimentary milled phosphate rock	110 g/kg P, soluble in mineral acids, of which at least 25% must be water soluble. Sedimentary milled phosphate rock: particle size: - At least 80% capable of passing through a sieve with a mesh of 150 micron. - At least 99% capable of passing through a sieve with a mesh of 300 micron.	Same as for Basic Slag 1 - 5	Solubility (1), (2) and (3). Solubility (4) and (5) optional, provided the calcium and sulphur content are at least 10 g/kg
6	Phosphoric acid solution	Chemically derived product that contains phosphoric acid as essential component.	100 g/kg P soluble in mineral acids.		Solubility (2)

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
7	Sedimentary milled phosphate rock powder	Product derived from milling sedimentary phosphate rock and contains carbonate appetite as essential component	80 g/kg P soluble in mineral acids, of which at least 20% must be soluble in 2% citric acid and at least 70% must be soluble in four successive extraction's with 2% citric acid. Particle size: - At least 80% capable of passing through a sieve with a mesh of 150 micron. - At least 98% capable of passing through a sieve with a mesh of 630 micron.	Same as for Basic Slag 1 - 5	Solubility (2); Solubility (3) and (4) optional provided the calcium content is at least 10 g/kg Declaration of P-component. A phosphate rock of this fineness shall be designated with the word "powder" or the letter "P".

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
8	Phosphate rock-sedimentary phosphate rock (micro granules)	Product derived through milling sedimentary phosphate rock and contains carbonate appetite as essential component	80 g/kg P soluble in mineral acids of which at least 20% must be soluble in 2% citric acid and at least 70% must be soluble in four successive extractions with 2% citric acid. Particle size: - At least 20% capable of passing through a sieve with a mesh of 150 micron. - At least 98% capable of passing through a sieve with a mesh of 630 micron.	Same as for Basic Slag 1 - 5	Solubility (2); Solubility (3) and (4) optional, provided the calcium content is at least 10 g/kg. Declaration of P-component. (ex. sedimentary milled phosphate rock). A phosphate rock of this fineness shall be designated with the word "micro granules" or the letters "U G" (UK)
9.	Fused phosphate	Melted/fusion of natural phosphate and Manganese hydro-silicate rock	At least 100g/kg P soluble In strong acid of which at Least 97,4% is soluble in 2% citric acid 60g/kg Mg soluble in 2% citric acid 100	1.) P soluble in 3% citric acid. 2.) Mg soluble in 2% citric acid. 3.) Ca soluble in 2% citric acid 4.) Si soluble in 2% citric acid	

			g/kg Si soluble in 2% citric acid		
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TABLE 3

POTASSIUM FERTILIZERS					
	NAME OF PRODUCT	METHOD OF MANUFACTURE 7 ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
1	Potassium chloride	Product derived from raw potassium salts, and contains potassium chloride as essential component.	420 g/kg K (solid) 100 g/kg K (liquid)	1. Water soluble potassium 2. Water soluble magnesium 3. Total sulphur 4. Hot water soluble magnesium 5. Total calcium 6. Total nitrogen 7. Water soluble nitrogen 8. Hot water soluble potassium	Solubility (1)
2	Potassium chloride that contains magnesium salts	Product derived from raw potassium salts with added magnesium salts and contains potassium chloride and magnesium salts as essential components.	150 g/kg K (solid) 30 g/kg Mg (liquid) Magnesium is present as water soluble salts, present as magnesium.		Solubility (1); (2); Solubility (3) optional, provided the sulphur contents is at least 10 g/kg
3	Potassium Sulphate	Product chemically derived from potassium salts and contains potassium sulphate as essential component.	390 g/ kg K (solid) 30 g/kg K (liquid) Maximum chlorine contents: 30 g/kg Cl		Solubility (1); Solubility (3) Optional, provided it contains at least 10 g/kg sulphur. Declaration of "low chlorine" must meet requirements of

[illegible]

	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
4	Potassium Magnesium Sulphate	Product chemically derived from potassium salts, possibly with addition of magnesium salts and contains potassium sulphate and magnesium sulphate as essential components.	180 g/kg K (solid) 40 g/kg Mg (liquid) Magnesium in the form of water soluble salts, present as magnesium Maximum chloride content : 30 g/kg CL	Same as for Potassium chloride 1 - 8	Solubility (1) and (2) Solubility (3) optional, provided it contains at least 10 g/kg sulphur. Declaration of "low chlorine" must meet requirements of guideline 5(g)
5	Potassium nitrate	Product chemically derived from potassium salts and contains potassium nitrate as essential components.	300 g/kg N (solid) 100 g/kg N (liquid)		Solubility (1) and (6)
6	Sulphomag	Natural mineral that contains sulphur, magnesium and potassium	170 g/kg K		Solubility (4) and (8) Solubility (3) optional, provided it contains at least 10 g/kg sulphur.
<ul style="list-style-type: none">• Cold water soluble potassium unless specified otherwise• Products 1 - 6 listed are chemically derived products.					

TABLE 4

FERTILIZERS THAT CONTAIN MAINLY CALCIUM, MAGNESIUM OR SULPHUR					
	NAME OF PRODUCT	METHOD OF MANUFACTURE & ESSENTIAL COMPONENTS	MINIMUM PLANT NUTRIENT CONTENT, FORM, AND OTHER REQUIREMENTS	FORMS AND SOLUBILITIES TO BE DECLARED IN COLUMN 6	DECLARATION OF SOLUBILITIES AND OTHER NORMS
1	2	3	4	5	6
1.	Calcium Sulphate	Product of natural or industrial origin and contains calcium sulphate at different degrees of hydration	180 g/kg Ca 120 g/kg S Milling Fineness: 1. At least 90% to pass through a 2000 micron sieve 2. At least 50% to pass through a 250 micron sieve	1. Total sulphur 2. Total calcium 3. Water soluble magnesium	Solubility (1); Solubility (2) Optional
2	Elemental Sulphur;	Reasonably fine natural or industrial product, in powder or granule form with or without filler material.	900 g/kg S		Solubility (1)
3	Magnesium sulphate	Product that contains magnesium sulphate heptahydrate as essential component	50 g/kg Mg 110 g/kg S		Solubility (3); Solubility (1) Optional

7TABLE 5

FERTILIZER MIXTURES CONTAINING 2 OR MORE MAIN PLANT NUTRIENTS

METHOD OF MANUFACTURE AND ESSENTIAL COMPONENTS.		MINIMUM PLANT NUTRIENT CONTENT	MINIMUM PLANT NUTRIENT PER ELEMENT	FORMS, SOLUBILITIES AND ELEMENTAL PLANT NUTRIENT CONTENT TO BE DECLARED AS SPECIFIED IN COLUMNS 8, 9 AND 10			DECLARATION OF FORMS, SOLUBILITIES AND OTHER NORMS		
		TOTAL		N	P	K	N	P	K
1	2	3	4	5	6	7	8	9	10
				1.	1.				
NPK-, NP-, NK- or PK-fertilizers	Product chemically derived or through mixing without the addition of organic plant nutrients of animal or plant origin	100 g/kg N + P + K 80 g/kg N + P 80 g/kg N + K 80 g/kg P + K	10 g/kg	2. Total N 3. Nitrate-N 4. Ammonium-N 5. Amine-N 6. Cyanamide-N 7. Urea formaldehyde	2. Water soluble P 3. P soluble in mineral acids 4. P soluble in 2% citric acid	Total K	Total N If any of the N forms (2) to (6) are present at, at least 1% may be declared	1) An NPK-, or PK-fertilizer free of basic slag, calcium magnesium silico phosphate, partially solubilized phosphate rock or sedimentary milled phosphate rock must be declared in terms of solubility (3); solubility (1) and (2) optional. For this type (1) the test sample for solubility determination (2) and (3) shall be 1 gram 2) An NPK-, NP- or Pk fertilizer that: a) contains basic slag or calcium magnesium silico phosphate, must be declared in	1) Total K 2) Declaration of "low" chlorine must meet the requirements of guideline 5(g) 3) Chlorine content may be declared.

							<p>terms of solubilities (1), (2) and (3); b) sedimentary milled phosphate rock or partially solubilized sedimentary phosphate rock, must be declared in terms of solubility (2) and (3) The presence of these phosphate sources must be declared and, in the case of sedimentary milled phosphate rock, its fineness and contribution to total P must be declared. For this type (2) the test sample for solubility determination (1), (2) and (3) shall be 3 gram.</p>	
							Calcium, magnesium and sulphur may be declared, provided the content thereof is at least 10, 5 and 10 g/kg respectively.	
	Product chemically derived or through mixing , with addition of organic plant nutrients of animal or plant origin. Organic component is less than 500	100 g/kg N + P + K					1) Total N 2) P soluble in mineral acids 3) P soluble in 2% citric acid. If raw phosphate is a component of the mixture the application for registration must	

	g/kg (m/m)							indicate the fineness and origin of the source.	
							The declaration of the type/origin of the organic component, as well as the content thereof in the mixture, is compulsory		

TABLE 6

FERTILIZER MIXTURES CONTAINING 2 OR MORE MAIN PLANT NUTRIENTS

	METHOD OF MANUFACTURE AND ESSENTIAL COMPONENTS.	MINIMUM PLANT NUTRIENT CONTENT	MINIMUM PLANT NUTRIENT PER ELEMENT	FORMS, SOLUBILITIES AND ELEMENTAL PLANT NUTRIENT CONTENT TO BE DECLARED AS SPECIFIED IN COLUMNS 8, 9 AND 10			DECLARATION OF FORMS, SOLUBILITIES AND OTHER NORMS		
		TOTAL		N	P	K	N	P	K
1	2	3	4	5	6	7	8	9	10
NPK-, NP-, NK-, or PK-fertilizer solutions	Product in liquid form in which the plant nutrients are in solution, without the addition of organic plant nutrients of animal or plant origin.	100 g/kg N + P + K 80 g/kg N + P 100 g/kg N + K 80 g/kg P + K	10 g/kg per element	1. Total N 2. Nitrate-N 3. Ammonium-N 4. Urea-N	Water soluble P	Water soluble K	1) Total N 2) If any of the N forms (2) to (4) are present at at least 1% they may declared.	Water soluble P	1) Water soluble K 2) Declaration of "low chloride" must meet the requirements of guideline 5(g) 3) The chlorine content may be declared.
							Declaration of typical density at 20°C. Calcium, Magnesium and Sulphur may be declared,		

							provided the content thereof is at least 10, 5 and 10 g/kg respectively.		
NPK-, NP-, NK- or PK-fertilizer suspension	Product in liquid form in which the plant nutrients are derived from substances both in suspension in the water, and in solutions without the addition of organic plant nutrients of animal or plant origin.	100 g/kg N + K + K 100 g/kg N + P 100 g/kg N + K 100 g/kg P + K	10 g/kg per element	1. Total N 2. Nitrate-N 3. Ammonium-N 4. Urea-N	1. Water soluble P 2. P soluble in 2% citric acid	Total K	1) Total N 2) If any of the N forms (2) to (4) are present at at least 1% by mass, may be declared.	P content must be declared in terms of solubility (2); solubility (1) is optional	1) Total K 2) Declaration of "low chlorine" must meet the requirements of guideline 5(g) 3) The chlorine content may be declared.
							Calcium, magnesium and sulphur may be declared provided the content thereof is at least 10, 5 and 10 mg/kg respectively.		

TABLE 7

REQUIREMENTS FOR GUANO AND OTHER PRODUCTS DERIVED FROM ANIMAL ORIGIN

	Minimum nitrogen content	Minimum of sum of nitrogen, total phosphorus and total potassium content	Further requirements	Particulars of plant nutrients to be indicated/
1	2	3	4	5
Guano	g/kg 70	g/kg 120	Shall consist mainly of the excreta of sea birds/	(i) Nitrogen content (N) (ii) Total phosphorus content P (iii) Total potassium content K
Phosphate guano	30	100		
Carcass meal	60	100	Shall be of animal origin/	

	Minimum nitrogen content	Minimum of sum of nitrogen, total phosphorus and total potassium content	Further requirements	Particulars of plant nutrients to be indicated/
Hoof and horn meal	60	100		
Bonemeal	40	100		

Table 8
 REQUIREMENTS FOR MUNICIPAL WASTE

PARAMETER	PERMISSIBLE LEVELS
Moisture	400 g/kg maximum
Inorganic materials	700 g/kg maximum
Plastic	20 g/kg maximum
Glass (5,6 mm)	20 g/kg maximum
Humic acids	150 g/kg minimum
Fatty acids	2 000 mg/kg maximum
Growth index	0,6 mg/kg minimum
Ascaris ova	0
Coliphage	0
Salmonellae	0

TABLE/TABEL 10

ENRICHED ORGANIC AND ORGANIC FERTILIZER

NAME OF PRODUCT	METHOD OF MANUFACTURE	MINIMUM PLANT NUTRIENT CONTENT; OTHER REQUIREMENTS		DECLARATION OF FORMS, SOLUBILITIES AND OTHER NORMS		
				N	P	K
1	2	3	4	5	6	7
Enriched organic fertilizer	A product that is formed by mixing the organic and inorganic fertilizers; with an organic component (organic C x 1,72) of at least 330 g/kg (m/m)	100 g/kg		Total N	Citric acid soluble P (optional) Total P If raw phosphate is a component of the mixture, the application for registration must specify the fineness and origin of the raw phosphate and citric soluble P must be given.	Total K
Mixture name depends on total N, P and K. The type/origin of the organic component must be declared with an optional declaration of the organic content.						
NAME OF PRODUCT	METHOD OF MANUFACTURE	MINIMUM PLANT NUTRIENT CONTENT; OTHER REQUIREMENTS		DECLARATION OF FORMS, SOLUBILITIES AND OTHER NORMS		
				N	P	K
1	2	3	4	5	6	7

Organic fertilizer mixture	A product formed by mixing the different organic fertilizers, without addition of inorganic fertilizers.	100 g/kg	None Specific	None Specific	Citric acid soluble P Optional Total P	None Specific Geen Spes
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TABLE 11
REQUIREMENTS FOR AGRICULTURAL LIME MATERIAL (OVEN DRY BASIS)

1	2		3		4	5		6		7		8
NAME OF LIMING MATERIAL	CALSIUM		MAGNESIUM		S ₁ O ₂	CaCO ₃		MgCO ₃		Ca and Mg Ca en Mg		CCE (Strong acid) KKE (sterk-suur)
	Min g/kg	Max g/kg	Min g/kg	Max g/kg		Min g/kg	Max g/kg	Min g/kg	Max g/kg	Oxides Min. g/kg	Hydroxide s	Min %
Calcitic Agricultural Lime				43								70
Dolomitic Agricultural Lime			43									70
Magnesite		10	275				25	970				70
Calcite	380			9		950			35			70
Unslaked Calcitic Agricultural Lime				43						700		70
Slaked Calcitic Agricultural Lime				43							700	70
Unslake Dolomitic Agricultural Lime			43							700		70
Slaked Dolomitic Agricultural Lime			43								700	70
Shell Lime				43								70

TABLE 12
REQUIREMENTS FOR MICRO-ELEMENT COMPOUNDS THAT CONTAIN
ONLY ONE ELEMENT

PRODUCT		MINIMUM MICRO-ELEMENT CONCENTRATION g/kg OTHER REQUIREMENTS	DECLARATIONS OF SOLUBILITY AND OTHER PROPERTIES
1.1	Boric Acid	140 g/kg water soluble B	Water soluble B
1.2	Sodium Borate: Fertilizer Grade Spray Grade	100 g/kg water soluble B 150 g/kg water soluble B	Water soluble B Water soluble B Water soluble B
1.3	Calcium Borate	70 g/kg total B	Water soluble B
1.4	Boron Ethanol Amine	80 g/kg water soluble B	Water soluble B
1.5	Boron Fertilizer in solution or suspension	20 g/kg water soluble B (mixtures of 1.11, 1.12)	Water soluble B
1.6	Boron Frit		Total 13 : Specify slowly available - Frit

TABLE 12.2 COMPOUNDS CONTAINING COPPER (Cu)

2.1	Copper Sulphate Pentahydrate	260 g/kg water soluble Cu	Water soluble Cu
2.2	Copper Oxide	700 g/kg total Cu	Total Cu
2.3	Copper Hydroxide	450 g/kg total Cu	Total Cu
2.4	Copper Oxichloride	500 g/kg total Cu	Total Cu 90% suspendable in water
2.5	Copper Edta Chelate	140 g/kg water soluble Cu at least 80% in chelate form	Water soluble Cu
2.6	Copper Fertilizer (Dry) Manufactured from 2.1, 2.2, 2.3, 2.4 or 2.5	50 g/kg total Cu	Declare components; Total Cu; Soluble Cu optional if water soluble fraction greater than 25% of total.
2.7	Copper Fertilizer (Solution) Manufactured from 2.1, 2.2, 2.3, 2.4 or 2.5	30 g/kg water soluble Cu	Water soluble Cu; Chelated Cu
2.8	Copper Amino Acid Chelate	200 g/kg in form of amino acid chelate	Water soluble Cu
2.9	Copper Frit	150 g/kg total Cu	Total Cu; Specify slowly available - Frit

TABLE 12.3 COMPOUNDS CONTAINING IRON (Fe)

3.1	Iron Sulphate Hepta Hydrate	120 g/kg water soluble Fe	Water soluble Fe
3.2	Iron EDTA Chelate Liquid Solid	60 g/kg water soluble Fe + 3 130 g/kg water soluble Fe + 2 of which at least 80% in chelate form	Water soluble Fe
3.3	Iron DTPA Chelate Liquid Solid	60 g/kg water soluble Fe + 3 110 g/kg water soluble Fe 12 of which at least 80% in chelate form	Water soluble Fe
3.4	Iron EDDHA Chelate	60 g/kg Fe + 3 of which at least 80% in chelate form. At least 15% of chelate form as orto-orto-form LG. At least 60% of chelate form as orto orto form HG	Water soluble Fe; declaration of grade optional
3.5	Iron Amino-acid Chelate	50 g/kg Fe + 2 in amino acid chelate form	Water soluble Fe
3.6	Iron Fertilizer (Powder or Granule) Manufactured from 3.1 - 3.5	50 g/kg total Fe	Declare components; Total Fe, chelated Fe optional.
3.7	Iron Fertilizer (Liquid) Manufactured from 3.1 - 3.5	30 g/kg water soluble Fe	Water soluble Fe; % chelated iron optional
3.8	Iron Frit	300 g/kg total Fe	Total Fe;

			Specify slowly available - Frit
TABLE 12.4 COMPOUNDS CONTAINING MANGANESE (Mn)			
4.1	Manganese Sulphate Monohydrate	170 g/kg water soluble Mn	Water soluble Mn
4.2	Manganese Edta Chelate	100 g/kg water soluble Mn; of which at least 80% in chelate form	Water soluble Mn
4.3	Manganese Amino Acid Chelate	56 g/kg chelated by amino acids	Water soluble Mn
4.4	Manganese Oxide	400 g/kg total Mn	Total Mn
4.5	Manganese Fertilizer (Dry) Manufactured from 4.1 - 4.3	170 g/kg total Mn	Declare components; total Mn, water soluble Mn optional if more than 25% of total; chelated Mn % Optional
4.6	Manganese Fertilizer (Liquid) Manufactured from 4.1 - 4.3	30 g/kg water soluble Mn	Water soluble Mn; chelated Mn % optional
4.7	Manganese Frit	200 g/kg total Mn	Total Mn; Specify; slowly available - Frit

TABLE 12.5 COMPOUNDS CONTAINING MOLYBDENUM (Mo)			
5.1	Sodium Molybdate	350 g/kg water soluble Mo	Water soluble Mo
5.2	Ammonium Molybdate	500 g/kg water soluble Mo	Water soluble Mo
5.3	Sodium Ammonium Molybdate (powder or granules) Manufactured from 5.1 and 5.2d	350 g/kg water soluble Mo	Water soluble Mo
5.4	Sodium Ammonium Molybdate (liquid) Manufactured from 5.1 and 5.2	30 g/kg water soluble Mo	Water soluble Mo

TABLE 12.6 COMPOUNDS CONTAINING ZINC (Zn)

6.1	Zinc Sulphate Hepta Hydrate	150 g/kg water soluble Zn	Water soluble Zn
6.2	Zinc EDTA : Solid Liquid	150 g/kg water soluble Zn 100 g/kg water soluble Zn; of which at least 80% in chelate form.	Water soluble Zn
6.3	Zinc DTPA	60 g/kg water soluble Zn; of which at least 80% in chelate form	Water soluble Zn
6.4	Zinc amino acid chelate (liquid)	68 g/kg water soluble Zn, in amino acid chelate form	Water soluble Zn
6.5	Zinc Oxide	500 g/kg total Zn	Total Zn
6.6	Zinc fertilizer (powder or granule) Manufactured from 6.1 - 6.5	300 g/kg total Zn	Declare components; Total Zn; water soluble Zn if not more than 25% of the total zinc is water soluble.
6.7	Zinc fertilizer (liquid) Manufactured from 6.1 - 6.5	30 g/kg water soluble Zn	Water soluble Zn
6.8	Zinc frit	180 g/kg total Zn	Total Zn, Specify: slowly available - Frit

Notes relating to table:

1. A chelating agent may be indicated by its abbreviation, as set out in Table 15
2. Where a micro-element is present in the chelate form, the pH range in which it is stable, must be given.
3. Trade marks may be added to the name in all cases.
4. The combined cation and/or anion, whichever is applicable, must be indicated with the micro-elements.
5. Inert filler material may be used in product formulation.
- 6 The label must contain guidelines/instructions for application in respect of crop, dosage and method of application.

TABLE/TABEL 13

MICRO-ELEMENT MIXTURES:
MINIMUM CONTENT PER ELEMENT IN g/kg

ELEMENT	FORM IN WHICH ELEMENT PRESENT		
	MINERAL	CHELATE	MINERAL & CHELATE
Boron (B) Boron	2	2	2
Copper (Cu)	5	1	5
Iron (Fe)	20	3	20
Manganese (Mn)	5	1	5
Molybdenum (Mo)	0,2	0,2	0,2
Zinc (Zn)	5	5	5

Notes in respect of Table

1. Values in table refer to solids and liquid products.
2. Only products complying with the requirements of Table 12 may be used in micro-element mixtures.
3. Minimum total micro-element content for:
Powders/granular mixtures - 50 g/k
Liquid mixtures - 20 g/kg
4. Each label must indicate the total and water soluble or water soluble content for each micro-element.
5. Guidelines for application in respect of crop, dosage and application method must appear on the label.

TABLE 14

FERTILIZERS THAT CONTAIN BOTH MICRO AS WELL AS MACRO-ELEMENTS: MINIMUM CONTENT PER MICRO-ELEMENT IN g/kg

ELEMENT	FOR APPLICATION METHOD		
	SOIL APPLICATION	WATER CULTURE	FOLIAR SPRAY
Boron (B) Boron	0,1	0,1	0,1
Copper (Cu)	0,1	0,02	0,02
Iron (Fe)	5	0,2	0,2
Manganese (Mn)	1	0,1	0,1
Molybdenum (Mo)	0,01	0,005	0,005
Zinc (Zn)	1	0,1	0,1

Notes in respect of Table:

1. Only micro-element products complying with the requirements of Table 12 may be used.
2. Each label must indicate the total and water soluble.
3. Guidelines for application in respect of crop, dosage and application method must appear on the label.

TABLE/TABEL 15
APPROVED ORGANIC CHELATING AGENTS

SODIUM, POTASSIUM OR AMMONIUM SALT OF	
CHELATING AGENT	RECOGNIZED ABBREVIATION
Ethylene diamine tetra-acetic acid	EDTA
Diethylene triamine penta-acetic acid	DTPA
Ethylene diamine di (O-hydroxyphenyl)	EDDHA
Hydroxy-2-ethylenediamine-tri acetic acid	HEEDTA
Ethylene diamine-di (O-hydroxy-P-methyl acetic acid	EDDHMA
Ethylene diamine-di (5- carboxy-2-hydroxy phenyl) acetic acid	EDDCHA
Amino acid	AAC

Notes in respect of Table

1. The list may be augmented with the necessary biological confirmation
2. International chemical abbreviations may be used to indicate the name of the product.

TABLE 16

INVESTIGATIONAL ALLOWANCE OF MAIN AND SECONDARY ELEMENTS IN INORGANIC FERTILIZER MIXTURE

REGISTERED PLANT NUTRIENT CONTENT, E %	DEVIATION (D) FROM E PERMITTED	RELATIVE DEVIATION (RD) FROM E PERMITTED
1	0,25	25,0
2	0,30	14,9
3	0,34	11,5
4	0,39	9,8
5	0,44	8,8
6	0,48	8,1
7	0,53	7,6
8	0,58	7,2
9	0,63	6,9
10	0,67	6,7
12	0,77	6,4
14	0,86	6,1
16	0,95	6,0
18	1,05	5,8
20	1,14	5,7
25	1,38	5,5
30	1,61	5,4
35	1,84	5,3
40	2,08	5,2

Values not given in the table can be derived from the following formulae:

$$D = 0,046875E + 0,203125$$

$$RD = \frac{20,3125}{E} + 4,6875 = \frac{D}{E} \cdot 100$$

* N, P, K Ca, Mg and/en S

** Including ammonified superphosphate

TABLE 17

INVESTIGATIONAL ALLOWANCES OF MAIN AND SECONDARY ELEMENTS IN CHEMICALLY COMPOUNDED FERTILIZERS.

REGISTERED CONTENT (E) %	PLANT NUTRIENT DEVIATION (D) FROM E PERMITTED	RELATIVE DEVIATION (RD) FROM E PERMITTED E %
5	0,47	9,4
6	0,49	8,1
7	0,50	7,2
8	0,52	6,5
9	0,54	6,0
10	0,55	5,6
12	0,59	4,9
14	0,62	4,5
16	0,66	4,1
18	0,69	3,9
20	0,73	3,6
25	0,82	3,3
30	0,90	3,0
35	0,99	2,8
40	1,08	2,7
45	1,16	2,6
50	1,25	2,5

Values not given in the table can be derived from the following formulae:

$$D = 0,01738E + 0,3810$$

$$RD = \frac{38,10}{E} + 1,738 = \frac{D}{E} 100$$

* N, P, K, Ca, Mg and/en S

TABLE 18

INVESTIGATIONAL ALLOWANCES OF ADDED MICRO-ELEMENTS IN FERTILIZER MIXTURES

REGISTERED MICRO-ELEMENT CONTENT (E) %	DEVIATION (D) FROM E PERMITTED	RELATIVE DEVIATION (RD) FROM E PERMITTED %
0,10	0,040	40,0
0,25	0,075	30,0
0,50	0,133	26,7
0,75	0,192	25,6
1,00	0,250	25,0

Values not given in the table can be derived from the following formulae:

$$D = 0,233333 E + 0,016667$$

$$RD = \frac{1,6667}{E} + 23,3333 = \frac{D}{E} 100$$

PART IV SAMPLING OF FERTILIZERS**THE MANNER OF TAKING, MARKING, SEALING AND FASTENING UP OF SAMPLES****A. General instructions for the taking of samples**

1. In the case of fertilizer in containers, only unopened containers which appear to the inspector proposing to take the sample to be the original containers of the fertilizer shall be selected for the purpose of sampling.
2. The sample shall be taken and prepared as quickly as possible taking the precautions necessary to ensure that it remains representative of the sampled portion. Instruments, surfaces and containers used in sampling shall be clean and dry.
3. No sample shall be drawn from any part of the sampled portion, which appears to be damaged.
4. When lumps are naturally present in a fertilizer, they shall, if possible, be broken up and mixed with the quantity from which a sample is to be drawn. Failing this they shall be removed from the material from which a sample is to be drawn and the mass of the residue of that material and the mass of the lumps ascertained and reported to the laboratory. In addition, a representative sample of the lumps shall be sent to the laboratory with the final sample.
5. An inspector who intends to take a sample on premises shall:-
 - (a) satisfy himself that the conditions in which the fertilizer is stored are not such as might cause undue deterioration of the said fertilizer and that the fertilizer appears not to have been contaminated by any other material;
 - (b) where he has reasonable cause to believe that fertilizer in containers is only part of an original consignment, select the number of containers to be sampled as if not less than the whole consignment, were still present, except that sampling shall not take place if fewer than the minimum number of containers prescribed in Table 19 of paragraph (f) shall be available.
6. The sampling apparatus shall be made of materials which cannot affect the characteristics of the materials to be sampled.
7. In the case of a sampling spear its dimensions shall be appropriate to the characteristics of the sampled portion in all respects including dimensions of the container and particle size of the fertilizer.

"A shuttered sampling spear, consisting of two metal tubes, one of which is a close sliding fit, inside the other, shall be used.

The inner diameter shall be at least 15 mm. Down one side of the outer tube, a series of slots is cut with a corresponding series of slots cut on one side of the inner tube. The width of the slots shall be at least 12 mm and the combined length of the slots must exceed 75% of the total sampling length of the spear.

When sampling, the spear is inserted diagonally through the whole width of the container, with the slots closed. The inner tube is then rotated to open the slots and the spear tapped and worked about to encourage material to flow through the slots. The inner tube is then rotated to close the slots and the spear withdrawn. The sample is emptied into a suitable container".
8. Notwithstanding the provisions of these Regulations, a sampling spear shall not be used if, prior to the taking of a sample, objection is raised thereto by the manufacturer on the grounds that the material is unsuitable.
9. Mechanical apparatus may be used for the sampling of moving fertilizers, if the apparatus is capable of taking samples right across the flow of the product.

10. Apparatus designed to divide the sample into approximately equal parts may be used for taking incremental samples and for the preparation of reduced and final samples.

11. A sample taken in accordance with the methods described in Paragraph C shall be deemed to be representative of the sampled portion.

B. Quantitative requirements

1. Sampled portion

Sampled portion to be identified and specified on site in conjunction with manufacturer/supplier. The sampled portion shall be such that each of its constituent parts can be sampled in accordance with the requirements of this Regulation.

2. Incremental sample

The incremental samples shall be selected in the following manner: -

- (a) in the case of solid fertilizers in containers-
 - (i) where the content of each of the containers in the sampled portion is greater than 1 kg in mass the number of containers shall be selected in accordance with Table 20 in Paragraph F of this Regulation.
 - (ii) where the content of each of the containers in the sampled portion does not exceed 1 kg in mass, the number of containers shall be selected in accordance with Table 19 in Paragraph F of this Regulation, except that the number selected shall not be less than four;
- (b) in the case of loose solid fertilizers the number of incremental samples shall be selected in accordance with Table 20 in paragraph F of this Regulation:
- (c) in the case of fluid fertilizer –
 - (i) where each container in the sampled portion contains not more than 100 litres the number of containers shall be selected in accordance with Table 21 in paragraph F of this Regulation;
 - (ii) where each container in the sampled portion contains more than 100 litres an incremental sample shall be drawn from each container.

3. Composite sample

The mass or volume, as appropriate, of the composite sample shall be not less than the following –

- (a) solid fertilizers in container –
 - (i) containers of more than 1 kg 3 kg (6 kg for bulk blends)
 - (ii) containers not exceeding 1 kg 3 kg
- (b) loose solid fertilizers 3 kg (6 kg for bulk blends)
- (c) fluid fertilizers –
 - (i) containers exceeding 250 000 litres 5 litres
 - (ii) containers exceeding 1 litre but not exceeding 250 000 litres 4 litres
 - (iii) containers not exceeding 1 litre 2 litres

4. Final sample (i.e. identical sub-samples):

The mass or volume, as appropriate, of each final sample shall not be less than the following:-

- | | | |
|-----|-------------------|-----------------------------------|
| (a) | solid fertilizers | 1 000 g (2 000 g for bulk blends) |
| (b) | fluid fertilizers | 500 m ³ |

C. Taking and preparation of samples**Incremental samples****1. Incremental samples of approximately equal sizes shall be taken at random throughout the whole sampled portion in the following manner:-****(a) in the case of solid fertilizers in containers**

- (i) having selected the required number of containers for sampling in accordance with paragraph B 2(a), part of the content of each selected container shall be taken as the incremental sample, except in the case of material to which subparagraph (iv) of this paragraph applies;**
- (ii) where necessary, each selected container shall be emptied and worked up with a shovel separately and one shovelful taken as the incremental sample;**
- (iii) when the material is of a suitable nature the incremental sample may be taken from each selected container by means of a sampling spear or by divider;**
- (iv) when the material is so packed or of such a nature that a shovel or spear or divider cannot be used, or where the content of the container does not exceed 1 kg, the whole container shall be taken as the incremental sample;**
- (v) where the fertilizer is in a coarse or lumpy condition incremental samples shall be taken in accordance with subparagraph (ii) or (iv) of this paragraph as appropriate. These shall be crushed immediately and the whole passed through a standard sieve with 5.6 mm apertures;**
- (vi) where the fertilizer consists of bulky material, uneven in character and likely to get matted together, each selected package shall be emptied separately and the matted portions broken up and the whole of the contents of each package shall be thoroughly mixed. The incremental samples shall then be taken in accordance with subparagraphs (ii) and (iv) of this paragraph as appropriate;**

(b) in the case of loose solid fertilizers -

- (i) sampling in the stationary state is not recommended;**
- (ii) when sampling is being carried out while the material comprising the sampled portion is in motion, the incremental samples shall be taken from the approximately equal parts as required in table 20 in paragraph F, i.e. at equal time intervals;**
- (iii) where the fertilizer is in a coarse or lumpy condition, or consists of bulky material, uneven in character and likely to get matted together, the incremental samples shall be taken in accordance with the relevant provisions of paragraph C1(a)(v) or I(a)(vi), as appropriate;**

(c) in the case of fluid fertilizers in containers each containing not more than 100 litres, the number of containers to be selected shall be taken in accordance with Table 21 in paragraph F and -

- (i) where the containers each contain not more than 1 litre the entire contents of the selected containers shall be transferred into a clean dry vessel of suitable material;**

- (ii) where the containers each contain more than 1 litre and not more than 100 litres the selected containers shall be well shaken or the contents agitated or otherwise treated to ensure uniformity. An approximately equal proportion of fluid shall then be taken immediately from each of the selected containers and transferred into a clean dry vessel of suitable material;
- (d) in the case of fluid fertilizers in containers each containing more than 100 litres –
 - (i) when a consignment is being with-drawn from the container and there is a tap in the outlet pipe from which it is suitable to draw a sample, a quantity of not less than 4 litres shall be drawn from the tap (after first withdrawing sufficient to remove any residues in the pipe) into a clean dry vessel of suitable material made up of portions not less than 0.5 litres and of approximately equal size taken at regular intervals; otherwise
 - (ii) if the liquid is homogeneous, about 1 litre shall be drawn from a convenient outlet in the container (after first withdrawing sufficient to remove any residues in the outlet) into a clean dry vessel of suitable material, or
 - (iii) if the liquid is not homogeneous, the contents shall be well stirred or otherwise agitated and sampling shall then proceed as in subparagraph (ii), but
 - (iv) if it is not possible to make the liquid homogeneous, in the manner described in subparagraph (iii), or if the inspector considers that the procedure in subparagraphs (d), (ii) and (iii) may not be appropriate, the contents shall be sampled by using the modified Indiana sampler. The appropriate process shall be repeated until a quantity of not less than 4 litres has been withdrawn.
 - (v) where a sampled portion consists of two or more containers, incremental samples of approximately equal size shall be taken from each, drawn in the manner described in subparagraphs (d), (ii), (iii) or (iv), as appropriate, and shall be placed in a clean dry vessel of suitable material.

Composite sample

2. The incremental samples shall be combined and thoroughly mixed to form a single composite sample. In the case of solid fertilizers the material in the composite sample shall be carefully mixed to obtain a homogenized sample. Any lumps inconsistent with the nature of the material shall be broken up (if need be by separating them out and returning them to the composite sample).

Reduced sample

3. In the case of solid fertilizers the composite sample shall, if necessary, be reduced to not less than given in paragraph B in the following manner:-
 - (i) the material shall be heaped to form a "cone", which shall then be flattened and quartered. Two diagonally opposite quarters shall be rejected and the remainder shall then be mixed and the quartering and rejection contained as necessary; or
 - (ii) the reduction method effected by the use of a mechanical device.
- (a) In the case of fluid fertilizers if the composite sample consists of approximately 2 litre this may be taken as the reduced sample. In all other cases the composite sample shall be thoroughly mixed and a quantity of at least 2 litres transferred immediately into a clean dry vessel of suitable material.

Final Samples

4. The final samples shall be obtained in the following manner:-
 - (a) in the case of solid fertilizers, the reduced sample or where necessary the composite sample shall be thoroughly mixed and divided into three approximately equal parts, and each part placed in an appropriate airtight container;
 - (b) in the case of fluid fertilizers the reduced sample or where necessary the composite sample shall be thoroughly mixed and at once divided into approximately equal parts by pouring successive portions into appropriate airtight containers. The containers used shall be such that the characteristics of the fertilizer at the time of sampling are preserved. The final sample shall be kept at temperatures below 25 degrees Celsius.
 5. If increments are taken by sampling spear, take not less than two cores per sampling point, to give not less than 12 cores.
- D. Marking, sealing and fastening up of the final sample**
1. Each container of a final sample shall be so secured and sealed by the person taking the sample that the container cannot be opened without breaking the seal.
 2. A label shall be attached to the container and shall be marked with the following particulars, which shall be visible without the seal broken:
 - (a) name of the inspector as well as the department to which he belongs;
 - (b) identification mark given by the inspector to the sample;
 - (c) place of sampling;
 - (d) date of sampling;
 - (e) name of the material; and
 - (f) identification code, batch reference number or consignment identification of the material sampled, where readily available.

SAMPLING TABLES**TABLE 19****FERTILIZERS IN CONTAINERS**

NUMBER OF CONTAINERS IN SAMPLED PORTION	NUMBER OF CONTAINERS TO BE SELECTED FOR SAMPLING
1 to 7	All containers
8 to 49	Not less than 7
50 to 64	Not less than 8
65 to 81	Not less than 9
82 to 100	Not less than 10
101 to 121	Not less than 11
122 to 144	Not less than 12
145 to 169	Not less than 13
170 to 196	Not less than 14
197 to 225	Not less than 15
226 to 256	Not less than 16
257 to 289	Not less than 17
290 to 324	Not less than 18
325 to 361	Not less than 19
362 and above	Not less than 20

TABLE 20
LOOSE FERTILIZERS

SIZE OF SAMPLED PORTION IN TONS	NUMBER OF INCREMENTAL SAMPLES REQUIRED
Up to and including 2,5	Not less than 7
Greater than 2.5 and up to and including 3	Not less than 8
Greater than 3 and up to and including 4	Not less than 9
Greater than 4 and up to and including 5	Not less than 10
Greater than 5 and up to and including 6	Not less than 11
Greater than 6 and up to and including 7	Not less than 12
Greater than 7 and up to and including 8	Not less than 13
Greater than 8 and up to and including 9	Not less than 14
Greater than 9 and up to and including 11	Not less than 15
Greater than 11 and up to and including 12	Not less than 16
Greater than 12 and up to and including 14	Not less than 17
Greater than 14 and up to and including 16	Not less than 18
Greater than 16 and up to and including 18	Not less than 19
Greater than 18 and up to and including 20	Not less than 20
Greater than 20 and up to and including 22	Not less than 21
Greater than 22 and up to and including 24	Not less than 22
Greater than 24 and up to and including 26	Not less than 23
Greater than 26 and up to and including 28	Not less than 24
Greater than 28 and up to and including 31	Not less than 25
Greater than 31 and up to and including 33	Not less than 26
Greater than 33 and up to and including 36	Not less than 27
Greater than 36 and up to and including 39	Not less than 28
Greater than 39 and up to and including 42	Not less than 29
Greater than 42 and up to and including 45	Not less than 30
Greater than 45 and up to and including 48	Not less than 31
Greater than 48 and up to and including 51	Not less than 32
Greater than 51 and up to and including 54	Not less than 33
Greater than 54 and up to and including 57	Not less than 34
Greater than 57 and up to and including 61	Not less than 35
Greater than 61 and up to and including 64	Not less than 36
Greater than 64 and up to and including 68	Not less than 37
Greater than 68 and up to and including 72	Not less than 38
Greater than 72 and up to and including 76	Not less than 39
Greater than 76	Not less than 40

TABLE 21

LIQUID FERTILIZERS

NUMBER OF CONTAINERS IN SAMPLED PORTION	NUMBER OF CONTAINERS TO BE SELECTED FOR SAMPLING
1 to 3	All containers
4 to 20	Not less than 4
21 to 60	Not less than 6
61 to 100	Not less than 8
101 to 400	Not less than 10
More than 400	Not less than 20

Adri/Lessing Part IV SAMPLE

**DEPARTMENT OF HEALTH
DEPARTEMENT VAN GESONDHEID**

No. R. 385

2 April 2004

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

**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY RADIOGRAPHERS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service by Persons Registering in terms of the Health Professions Act, 1974 (Act No. 56 of 1974), listed the following approved facilities for purposes of the profession of radiographers:

PROVINCE	Region (<i>District</i>)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Nelson Mandela Metropole Port Elizabeth Complex	Dora Nginza C Empilweni DH Humansdorp DH Livingstone C Port Elizabeth C Port Elizabeth Metro District Office
	Chris Hani District Municipality	All Saints DH Cala DH Cloete Joubert DH Cradock DH Empilisweni DH Frontier Regional H Glen Grey DH Umlamli DH Wilhem Stahl DH

[illegible]

FREE STATE	DC 16: Xhariep	Embekweni/ Stoffel Cotzee C Diamond C
	DC 17: Montheo	National C Pelonomi Regional H MUCPP/ Heidedal C
	DC18: Lejweleputswa	Bongani Regional H Thusanong/Nala/Mohau C Katlheho/Winburg C
	DC19:Thabo Mofutsanyane	Elizabeth Ross C Thebe/Phumelela C Itemoheng/John Newsberry/Phuthulosa C Phekolong/Nketoana C Daniel
	DC 20: Northern Free State	Boitumelo Regional C Metsimaholo/ Parys C Tokollo/Mafube C
NORTHERN CAPE	Francis Baard	Barkly West DH Galeshewe Day H Hartswater DH Jan Kemdorp TB H Warrenton District H
		Kimberly C
	Namaqua	Brandvlei H Calvinia H Fraserburg H Garies H Loeriesfontein H Pofadder H Port Nolloth H Springbok H Sutherland H
	Siyanda	Askham H Danielskuil H Groblershoop H Kakamas H Keimoes H Kenhardt H Olifantshoek H Postmansburg H Rietfontein H Upington H Upington TB H

	Karoo	Carnavon H Colesberg H De Aar H Douglas H Griekwastad H Hopetown H Noupoot H Prieska H Richmond H Vosburg H Victoria We H
	Kgalagadi	Kuruman H
	GAUTENG	
	A (CENTRAL WITS & WEST RAND)	Chris Hani Baragwanath H Coronation H Ga-Rankuwa H Germiston H Helen Joseph H Heidelberg H Johannesburg H Kalaong H Mamelodi H Natalspruit H Pholosong H Pretoria West H Pretoria Academic H Sizwe H Sterkfontein H South Rand H Tambo Memorial H Tara H Moross H Tembisa H Weskopies H Masakhane Prov Laundry Edenvale H Far East Rand H Carltonville H Wits Oral Dental Dr Yuusuff Dadoo

Region B
Ekurhuleni

Andries Raditsela H
 Daveyton Extension
 Daveyton Main Clinic
 Duduza Clinic
 Empilisweni
 First Avenue
 Geluksdal
 Kingsway
 KwaThema
 Lethabong
 Mary Moodley
 Masichaba
 Nigel
 Paynewille
 Phillip Moyo
 Rockville
 Simunye
 Tsakane
 White City
 Zamane

Sedibeng

Empilisweni
 Johan De
 Boitumelo
 Helga Kuhn
 Sebei Motsoeneng
 Sharpville Mou
 Jiohan Heyns
 Boipatong Mou
 Levae Mbatha
 Devon
 Heidelberg
 Pontshong

Region C

Adelaide Tambo
 Bophelong
 Laudium CHC
 Mandisa Shiceka
 PTA North
 Refilwe
 Sukulumu
 Sedibeng

Central Sub- District

Eersterust
 Holani
 Skinner Street Clinic
 Stanza Bopape

Northern Sub-district

Boikhutsong
 Soshanguve Clinic
 Soshanguve Clinic 2

MPUMALANGA	Enkangala	Bernice Samuel H Groblersdal H* HA Grove-Belfast / Waterval Boven H Impungwe H Mmametlhake H* Philadelphia H* Waterval Boven-HA Grove Witbank H
	Eastvaal	Amajuba H* Carolina H* Elsie Ballot H* Embhuleni H* Piet Retief H Standerton H
	Ehlanzeni	Barberton H Phola Nsikazi / Themba Rob Ferreira / Nelspruit H Sabie / Matibidi H* Shongwe H* Themba H* Tonga H*
KWAZULU- NATAL	Ugu DC 21	Ugu C <ul style="list-style-type: none"> • Murchison H* • Port Shepstone H* • GJ Crookes H* • St Andrews H*
	Umgungundlovu DC 22	Umgungundlovu C <ul style="list-style-type: none"> • Edendale H • Imbalehle Clinic • Grey's H • Northdale and East Street Clinic Applesbosch H*
	Uthukela DC 23	Uthukela C <ul style="list-style-type: none"> • Emmaus H* • Estcourt H • Ladysmith H
	Umzinyathi DC 24	Umzinyathi C <ul style="list-style-type: none"> • Charles Johnson Memorial H* • Church of Scotland H* • Dundee H* • Greytown H*
	Amajuba DC 25	Amajuba C <ul style="list-style-type: none"> • Madadeni H • Newcastle H • Niemeyer H*

	Zululand DC 26	Zululand C <ul style="list-style-type: none"> • Benedictine H* • Ceza H* • Itshelejuba H* • Nkonjeni H* • Paulpietersburg CHC • Vryheid Hospital
	Umkhanyakude DC 27	Umkhanyakude C <ul style="list-style-type: none"> • Bethesda H* • Hlabisa H* • Manguzi H* • Mosvold H* • Mseleni H*
	Uthungulu DC 28	Uthungulu C <ul style="list-style-type: none"> • Catherine Booth H* • Ekombe H* • Eshowe H* • KwaMagwaza H* • Lower Umfolozi Memorial H • Mbongolwane H* • Mseleni CHC • Ngwelezana H • Nkandla H*
	Ilembe DC 29	Ilembe C <ul style="list-style-type: none"> • Montebello H* • Ndwedwe CHC • Stanger H • Sundumbili CHC • Umphumulo H* • Untunjambili H*
	Sisonke DC 43	Sisonke C <ul style="list-style-type: none"> • Christ the King H* • East Griqualang and Usher Memorial H* • Polele CHC • St Appolinaris H* • Tayler Bequest H* • Underberg CHC
	Ethekwini	Ethekwini C <ul style="list-style-type: none"> • Addington H • King Edward VIII H

		<ul style="list-style-type: none"> • Mahatma Gandhi Memorial H • Osindisweni H • Tongaat CHC, • Phoenix CHC, • KwaMashu Polyclinic*/Rydavale • Clairwood Hospital • King George V Hospital • Wentworth Hospital • R K Khan Hospital • Inanda C CHC • KwaDabeka CHC
LIMPOPO	Capricon	Botlokwa H Helen Franz H Knobel H Lebowakgomo H Seshego H Zebediela H
	Vhembe	Donald Frazer H Elim H Louis Trichardt H Malamulele H Messina H Siloam H Tshilidzhini H
	Mopani	Dr CN Phathudi H Duiwelskloof H Kgapane H Letaba H Maphutha Malatji H Nkhensani H Phalaborwa H Van Velden H
	Botlhabela	Mapulaneng H Sekororo H Tintswalo H
	Waterberg	Elisras H FH Odendaal H George Masebe H Mokopane H Mookgopong H Thabazimbi H Voortrekker H Warmbaths H Witpoort H
	Sekhukhune	HC Boshoff H Jane Furse H Matlala H Mecklenburg H St Ritas H
	Tertiary Complex	Mankweng H Polokwane H

NORTH WEST	Southern Health Region	Klerksdorp D/ Klerksdorp/Tshepong C Wolmaranstad D/Nic Bodenstein H Potch DH Ventersdorp C
	Central Health Region	Mafikeng/ Setlagobi Districts Mafikeng General/Bophelong C Lichtenburg D* Gen de la Rey/ Thusong C* Delareyville District*/H / Gelukspan/Sannieshof/Ottosdal C* Zeerust D*/Zeerust/Lehurutshe C*
	Bojanala Health Region	Rustenburg D/Rustenburg Provincial H/Koster and Swartrugens C/ Kgetleng river D Brits DH Moretele D/ Jubilee H* Odi District/Hospital Mogwase D*/George Stegman/ Moreteleletsi C*
	Bophirima Health Region	Vryburg District/Stella/Vryburg C* Schweizer-Reneke D/H/Lekwa Teemane District/ Christiana/ Bloemhof C* Ganyesa D*/H/Bophiri Molopo D*/Bray/Piet Plesis C* Kudumane D*/Tswaragano H* Taung D* H*
WESTERN CAPE	Metro	Brooklyn Chest H Eerste River H Emergency Medical Service False Bay H GF Jooste H Hottentots Holland H Karl Bremer H Metro CHSO Mowbray Maternity H New Somerset H Victoria H Westfleur H
	Academic	Groote Schuur H Red Cross H Tygerbrg H
	APH	Alexandra H Lentegeur H Stikland H Valkenberg H

	Westoast/ Winelands	CHC's Citrusdal H Clanwilliam H Paarl H Radie KotzeH Stellenbosch H Swartland H Vredenburg H Vredendal H
	Boland Overberg Eben Donges Cluster	Bredasdorp H CHC'S Caledon H Ceres H Eben Donges H Grabouw H Hermanus H Montagu H Robertsons H Swellendam H Tous Rivier H
	Southern Cape Karoo	Beaufort H CHC'S George H Knysna H Mosselbay H Murraysburg H Oudshoorn H Riversdale H
	Unicity	Local Government- Metro

SAMHS	Gauteng	1 Military H
		Area Military Health Unit Gauteng (Oral Health)
	Western Cape	2 Military H
		Institute for Maritime Medicine
	Free State	3 Military H
	North West	Health Centre Potchefstroom
	Northern Cape	Health Centre Kimberly

Abbreviations used in table:

DC- District

CHC- Community Health Centre

LSA- Local Service Area

CHSO- Community Health Service Organization

H - Hospital

C-Hospital Complex

N.B Community service radiographers may rotate to health centres and clinics attached to each facility listed above.

M. E. Tshabalala
DR M E TSHABALALA-MSIMANG
MINISTER OF HEALTH

DATE: 12-03-2004

No. R. 386

2 April 2004

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY SERVICE ENVIRONMENTAL HEALTH OFFICERS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service by Persons Registering in terms of the Health Professions Act, 1974 (Act No. 56 of 1974), listed the following approved facilities for purposes of the profession of environmental health officers:

PROVINCE	Region (District)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Amatole	Dimbaza CHC Mdantsane CHC Tafalofefe CHC Ngamakwe CHC
	Chris Hani	Dordrecht CHS Engcobo PHC Tsolwana CHC
	Nelson Mandela Metropole	Motherwell Community Centre
	OR Tambo	Zithulele CHC Umtata CHC Nessie Knight CHC Bambisane CS St Barnabas CS St Elizabeth CS
	Ukhahlamba	Taylor Bequest H Burgesdorp H

FREE STATE	DC 16: Xhariep	Stoffel Coetzee / Embekweni C Diamond C Mohokare/Kopano DH Koffiefontein DH
	DC 17: Montheo	National C Botshabelo C Dr JS Moroka/Mantsopa C Weper CHC
	DC19:Thabo Mofutsanyane	Elizabeth Ross C Thebe / Phumelela C Phekolong / Nketoana C Itemoheng / John Daniel Newsberry/ Phuthuloha C

NORTHERN CAPE	DC 20: Northern Free State	Northern Free State District Area Lesedi CHC
	Frances Baard	Barkly West H Galeshewe Day H Hartswater H Jan Kemdorp H Warrenton H
		Kimberly C
	Karoo	Carnavon H Cloesberg H De Aar H Douglas H Griekwastad H Hopetown H Noupoort H Prieska H Richmond H Vosburg H Victoria West H
	Kgalagadi	Kuruman H
	Namaqua	Brandvlei H Calvinia H Fraserburg H Garies H Loeriesfontein H Pofadder H Port Nolloth H Springbok H Sutherland H
	Siyanda	Askham H Danielskuil H Groblershoop H Kakamas H Keimoes H Kenhardt H Olifantshoek H Postmansburg H Rietfontein H Upington H Upington TB H

GAUTENG	A (Central WITS & West Rand)	Chris Hani Baragwanath H Coronation H Ga-Rankuwa H Germiston H Helen Joseph H Heidelberg H Johannesburg H Kalaong H Mamelodi H Natalspruit H Pholosong H Pretoria West H Pretoria Academic H Sizwe H Sterkfontein H South Rand H Tambo Memorial H Tara H Moross H Tembisa H Weskopies H Masakhane Prov Laundry Edenvale H Far East Rand H Carltonville H Wits Oral Dental Dr Yuusuff Dadoo
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Region B Ekurhuleni	Andries Raditsela H Daveyton Extension Daveyton Main Clinic Duduza Clinic Empilisweni First Avenue Geluksdal Kingsway KwaThema Lethabong Mary Moodley Masichaba Nigel Paynewille Phillip Moyo Rockville Simunye Tsakane White City Zamane
Sedibeng	Empilisweni Johan De Boitumelo Helga Kuhn Sebei Motsoeneng Sharpville Mou Jiohan Heyns Boipatong Mou Levae Mbatha Devon Heidelberg Pontshong
Region C	Adelaide Tambo Bophelong Laudium CHC Mandisa Shiceka PTA North Refilwe Sukulumi Sedibeng
Central Sub- District	Eersterust Holani Skinner Street Clinic Stanza Bopape
Northern Sub-district	Boikhutsong Soshanguve Clinic Soshanguve Clinic 2

MPUMALANGA	Enkangala	Delmas H Groblersdal H* Kwamhlanga H* Middelburg C Mmametlhake H* Philadelphia H* Witbank C
	Eastvaal	Amajuba H* Bethal H* Carolina H* Elsie Ballot H* Embhuleni H* Ermelo H Evander H Piet Retief H* Standerton H
	Ehlanzeni	Barberton H Lydenburg H* Matibidi H* Rob Ferreira H Shongwe H* Sabie H* Themba H* Tonga H*
KWAZULU-NATAL	Ugu DC 21	Port Shepstone Environmental Health Office
	Umgungundlovu DC 22	Pietermaritzburg Environmental Health Office
	Uthukela DC 23	Ladysmith Environmental Health Office Estcourt Environmental Health Office
	Umzinyathi DC 24	Dundee Environmental Health Office Nquthu H
	Amajuba DC 25	Newcastle Environmental Health Office
	Zululand DC 26	Nongoma Environmental Health Office Paulpietersburg Environmental Health Office Bethesda H
	Umkhanyakude DC 27	Manguzi H Mosvold H Hlabisa H Mseleni H Hluhluwe Clinic Jozini Environmental Health Office Kwamsane Environmental Health Office

	Uthungulu DC 28	Ngwelezana Environmental Health Office St Mary's H, KwaMagwaza Nkandla H Eshowe H
	Ilembe DC 29	Maphumulo Environmental Health office
	Sisonke DC 43	Kokstad Environmental health Office Ixopo Environmental Health Office
	Port Health Services	Golela Port Health Office Richards Bay Port Health
	Malaria Control Programme	Northern Malaria Jozini Office
LIMPOPO	Capricon	Botlokwa H Helen Franz H Knobel H Lebowakgomo H Seshego H Zebediela H
	Vhembe	Donald Frazer H Elim H Louis Trichardt H Malamulele H Messina H Siloam H Tshilidzini H
	Mopani	Nkhensani Maphutha Malatji
	Bohlabela	Tintswalo Mapulaneng Sekororo
	Waterberg	Elisras H FH Odendaal H George Masebe H Mokopane H Mookgopong H Thabazimbi H Voortrekker H Warmbaths H Witpoort H
	Sekhukhune	HC Boshoff H Jane Furse H Matlala H Mecklenburg H St Ritas H

	Tertiary Complex	Mankweng H Polokwane H
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NORTH WEST	Southern Health Region	Klerksdorp D/ Klerksdorp/Tshepong C Wolmaranstad D/Nic Bodenstein H Potch District H Ventersdorp Complex
	Central Health Region	Mafikeng/ Setlagobi Districts Mafikeng General/Bophelong C Lichtenburg D Gen de la Rey/ Thusong C Delareyville D/H/Gelukspan/Sannieshof/Ottosdal C Zeerust D/Zeerust/Lehurutshe C
	Bojanala Health Region	Rustenburg D/Rustenburg Provincial H/Koster and Swartrugens C/ Kgetleng river D Brits DH Moretele D/ Jubilee H Odi D/H Mogwase D/George Stegman/ Moreteleletsi C
	Bophirima Health Region	Vryburg D/Stella/Vryburg C Schweizer-Reneke DH/Lekwa Teemane D/ Christiana/ Bloemhof C Ganyesa D/H/Bophiri Molopo D/Bray/Piet Plesis C Kudumane D/Tswaragano H Taung DH
WESTERN CAPE	Metro	Brooklyn Chest H Eerste River H Emergency Medical Service False Bay H GF Jooste H Hottentots Holland H Karl Bremer H Metro CHSO Mowbray Maternity H New Somerset H Victoria H Westfleur H
	Academic	Groote Schuur H Red Cross H Tygerbrg H
	APH	Alexandra H Lentegeur H Stikland H Valkenberg H

	Westoast/ Winelands	CHC's Citrusdal H Clanwilliam H Paarl H Radie KotzeH Stellenbosch H Swartland H Vredenburg H Vredendal H
	Boland Overberg Eben Donges Cluster	Bredasdorp H CHC'S Caledon H Ceres H Eben Donges H Grabouw H Hermanus H Montagu H Robertsons H Swellendam H Tous Rivier H
	Southern Cape Karoo	Beaufort H CHC'S George H Knysna H Mosselbay H Murraysburg H Oudtshoorn H Riversdal H
	Unicity	Local Government- Metro
.SAMHS	Eastern Cape	AMHU EC
	Free State	AMHU FS
	Gauteng	AMHU GT
	KwaZulu-Natal	AMHU KZN
	Mpumalanga	AMHU MP
	Limpopo	AMHU LIMP
	North West	AMHU NW
	Western Cape	AMHU WC

Abbreviations used in table:

D- District
 CHC- Community Health Centre
 LSA- Local Service Area
 CHSO- Community Health Service Organization
 H - Hospital
 C – Hospital Complex

AMHU –Area Military Health Unit

N.B Community service environmental Health officers may rotate to health centres and clinics attached to each facility listed above.



DR M E TSHABALALA-MSIMANG
MINISTER OF HEALTH

DATE: 12-03-2004

No. R. 387

2 April 2004

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY SERVICE BY DIETICIANS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service by Persons Registering in terms of the Health Professions Act, 1974 (Act No. 56 of 1974), listed the following approved facilities for purposes of the profession of dietetics:

PROVINCE	Region (District)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Nelson Mandela Metropole Port Elizabeth Complex	Dora Nginza C Empilweni DH Humansdorp DH Livingstone C Port Elizabeth C Port Elizabeth Metro District Office
	Chris Hani District Municipality	All Saints DH Cala DH Cloete Joubert DH Cradock DH Empilweni DH Frontier Regional H Glen Grey DH Umlamli DH Wilhem Stahl DH

[illegible]

FREE STATE	DC16 Xhariep	Xhariep District Office Diamond C
	DC17 Montheo	Pelonomi H National H Heidedal H Botshabelo H Moroka H Ladybrand H
	DC18 Lejweleputswa	Odendaalsrus H Welkom H Goldfields H Virginia H
	DC19 Thabo Mofutsanyane	Manapo C Elizabeth Ross H Harrismith H
	DC 20 Northern Free State	Heilbron C Sasolburg C Sasolburg H Botumelo H
NORTHERN CAPE	Francis Baard	Barkly West DH Galeshewe Day H Hartswater DH Jan Kemdorp TB H Warrenton District H
		Kimberly C
	Namaqua	Brandvlei H Calvinia H Fraserburg H Garies H Loeriesfontein H Pofadder H Port Nolloth H Springbok H Sutherland H
	Siyanda	Askham H Danielskuil H Groblershoop H Kakamas H Keimoes H Kenhardt H Olifantshoek H Postmansburg H Rietfontein H Upington H Upington TB H

	Karoo	Carnavon H Colesberg H De Aar H Douglas H Griekwastad H Hopetown H Noupoort H Prieska H Richmond H Vosburg H Victoria Wes H
	Kgalagadi	Kuruman H
	GAUTENG	
	A (Central Wits & West Rand)	Chris Hani Baragwanath H Coronation H Ga-Rankuwa H Germiston H Helen Joseph H Heidelberg H Johannesburg H Kalafong H Mamelodi H Natalspruit H Pholosong H Pretoria West H Pretoria Academic H Sizwe H Sterkfontein H South Rand H Tambo Memorial H Tara H Moross H Tembisa H Weskoppies H Masakhane CHC Edenvale H Far East Rand H Carltonville H Wits Oral Dental Clinic Dr Yusuf Dadoo H

Region B	Andries Raditsela H
Ekurhuleni	Daveyton Extension
	Daveyton Main Clinic
	Duduza Clinic
	Empilisweni
	First Avenue
	Geluksdal
	Kingsway
	KwaThema
	Lethabong
	Mary Moodley
	Masichaba
	Nigel
	Paynewille
	Phillip Moyo
	Rockville
	Simunye
	Tsakane
	White City
	Zamane
Sedibeng	Empilisweni
	Johan De
	Boitumelo
	Helga Kuhn
	Sebei Motsoeneng
	Sharpville Mou
	Jiohan Heyns
	Boipatong Mou
	Levae Mbatha
	Devon
	Heidelberg
	Pontshong
Region C	Adelaide Tambo
	Bophelong
	Laudium CHC
	Mandisa Shiceka
	PTA North
	Refilwe
	Sukulumi
	Sedibeng
Central Sub- District	Eersterust
	Holani
	Skinner Street Clinic
	Stanza Bopape
Northern Sub-district	Boikhutsong
	Soshanguve Clinic
	Soshanguve Clinic 2

MPUMALANGA	Enkangala	Delmas H Groblersdal H* KwaMhlanga H* Middelburg C Mmamethlake H* Philadelphia H* Witbank H
	Eastvaal	Amajuba H* Bethal H Carolina H* Elsie Ballot H* Embhuleni H* Ermelo H Evander H Piet Retief H Standerton H
	Ehlanzeni	Barberton H Lydenburg H* Matibidi H* Rob Ferreira H Sabie H* Shongwe H* Themba H* Tonga H*
KWA-ZULU NATAL	Ugu (DC21)	GJ Crookes H* Murchison H* St Andrews H* Umzinto CHC Ugu District Office*
	Umgungundlovu (DC22)	Applesbosch H* Imbalenthle CHC Midlands Hospital C Pholela CHC
	Uthukela (DC23)	Bruntville CHC Estcourt H Ladysmith / Emmaus H*
	Umzinyathi (DC24)	Charles Johnson Memorial H* Church of Scotland* / Greytown H Dundee H* Umzinyathi District Office*
	Amajuba (DC25)	Amajuba District Office Newcastle H Niemeyer Memorial H*
	Zululand (DC26)	Benedictine* / Mountain View H Ceza* / Thulasizwe* H Itshelejuba* / Pongola H Nkonjeni* / St Francis*H Paulpietersburg CHC Vryheid H* Zululand District Office*

	Umkhanyakude (DC27)	Bethesda H* Hlabisa H* Manguzi H* Mosvold H* Mseleni H* Umkhanyakude Distict Office*
	Uthungulu (DC28)	Catherine Booth* / Mbongolwane* H Eshowe H Nkandla* / Ekombe*H Ngwelezana /Lower Umfolozi Mem H Nseleni CHC St Mary's H* (KwaMagwaza) Uthungulu District Office
	Ilembe (DC29)	Motebello H* Umphumulo* / Untunjambili* H Sundumbili CHC
	Sisonke (DC 43)	Christ the King* / St Appolinaris*H East Griqualand and Usher Mem H* Tayler Bequest H*
	Ethekweni	Inanda C KwaDabeka CHC KwaMashu CHC Ndwedwe CHC Newtown CHC Phoenix CHC Tongaat CHC Osindsweni H
LIMPOPO	Capricorn	Knobel DH
	Vhembe	Elim DH Tshilidzhini Regional H
	Mopani	Letaba Regional H
	Sekhukhune	St Ritas Regional H Jane Furse D H
	Waterberg	Thabazimbi DH Mokopane Regional H

NORTH WEST	Southern	Klerksdorp D/ Klerksdorp/ Tshepong C/ Wolmaranstad D/ Nic Bodenstein H Potch DH/ Witrand H Ventersdorp D/ C
	Central	Mafikeng / Setlagobi D Mafikeng General H/ Bophelong C/ Gelukspan H Lichtenburg D*/Gen de la Rey/ Thusong C* Delareyville D*/H Sannieshof / Ottosdal C* Zeerust District* Zeerust/Lehurutshe C*
	Bojanala	Rustenburg D/ Rustenburg Provincial H/ Koster H and Swartrugens C Kgetleng river D Brits DH Moretele D /*Jubilee H Odi DH Mogwase D*/ George Stegman/ Moreteleletsi C*
	Bophirima	Vryburg D/ Stella H Vryburg C* Schweizer-Reneke DH/ Lekwa Teemane D /Christiana/ Bloemhof C* Ganyesa D*/ H Bophiri Molopo D* Bray / Piet Plesis C Kudumane D*/ Tswaragano H* Taung D*/ H*

WESTERN CAPE	Metro	Brooklyn Chest H Eerste River H Emergency Medical Service False Bay H GF Jooste H Hottentots Holland H Karl Bremer H Metro CHSO Mowbray Maternity H New Somerset H Victoria H Westfleur H
	Academic	Groote Schuur H Red Cross H Tygerberg H
	APH	Alexandra H Lentegeur H Stikland H Valkenberg H
	Westoast/ Winelands	CHC's Citrusdal H Clanwilliam H Paarl H Radie KotzeH Stellenbosch H Swartland H Vredenburg H Vredendal H
	Boland Overberg Eben Donges Cluster	Bredasdorp H CHC'S Caledon H Ceres H Eben Donges H Grabouw H Hermanus H Montagu H Robertsons H Swellendam H Tous Rivier H
	Southern Cape Karoo	Beaufort H CHC'S George H Knysna H Mosselbay H Murraysburg H Oudshoorn H Riversdale H
	Unicity	Local Government - Metro

SAMHS	Gauteng	1 Military H
		Health Centre Thaba Tshwane
		Health Centre West Rand
	Western cape	Health Centre South Coast/ Sick Bay Oudtshoorn
		Health Centre Youngsfield
	Free state	3 Military H
		Health Centre Bloemfontein
	Limpopo	Health Centre Pietersburg
		Health Centre Louis Trichardt
	Eastern cape	Health Centre Port Elizabeth
		Health Centre Grahamstown

Abbreviations used in table:

D = District
 DH = District Hospital
 CHC= Community Health Centre
 LSA= Local Service Area
 CHSO= Community Health Service Organization
 H = Hospital
 C = Hospital Complex

N.B Community service dieticians may rotate to health centres and clinics attached to each facility listed above.



DR M E TSHABALALA-MSIMANG
MINISTER OF HEALTH

No. R. 388

2 April 2004

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING COMMUNITY SERVICE BY DENTISTS IN THE YEAR 2004 / 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service listed the following approved facilities for purposes of the profession of dentistry

Note: the asterisk (*) = with rural allowance

PROVINCE	REGION	FACILITY
EASTERN CAPE	Amatole	Alice H Peddie H King Williams Town H East London H Cecilia Makiwane H Butterworth H
	Chris Hani	Cradock H Flagstaff H Sada H Bizana H St Barnabas H Ntabankulu H Mqanduli H Maluli H Umtata H Tsolo H St Patricks H Qumbu H Hankey H
	Alfred Ndzo	Mzimkulu H Rietvlei H Mount Frere H Mount Ayliff H
	Western	Grahamstown H Port Elizabeth H Port Alfred H

		Humansdorp H Graaf Reinet H
	Ukhahlamba	Mount Fletcher H Aliwal North H Queenstown H
FREE STATE	A	National- Pelonomi Hospital C Botshabelo-Thaba Nchu H
	B	Zastron- Rouxville and Smithfield C
	C	Jagersfontein H Koffiefontein H Luckhoff H Petrusburg H Phillipolis C
	D	Goldfields H Bronville H Kopano H Odendaalsrus H Virginia C
	E	Kroonstad H Maokeng H Frankfurt C Mafube/Tokollo Health Centre
	F	Parys H Sasolburg C
	G	Bethlehem H Harrismith H Vrede H Qwa-Qwa C *
	H	Ficksburg H Clocolan H Marquard C
NORTHERN CAPE	A	Templar C
	B	Kuruman C
	C	Springbok C
	D	Calvinia C
	E	De Aar C
	F	Upington C
GAUTENG	East Rand	Kwathema Dental Clinic Daveyton Dental Clinic J Dumane Dental Clinic Etwatwa Dental Clinic Brakpan Dental Clinic
	Central Wits	Zola Dental Clinic
	Pretoria	RV Bird Dental Clinic Pretoria North Dental Clinic Mamelodi Dental Clinic Eersterust Dental Clinic
	West Rand	Yusuf Dadoo Dental Clinic Khutsong Dental Clinic Leratong Dental
	Vaal	Bophelong Dental Clinic

		Kopanong Dental Clinic Meyerton Dental Clinic
MPUMALANGA	Ehlanzeni District	Shongwe H Barberton H Rob Ferreira H Themba H Sabie H Lydenburg H Matibidi H Tonga H
	Eastvaal Nsibande	Gert Piet Retief H Amajuba H Ermelo H Carolina H Bethal H Embhuleni H Standerton H Evander H Elsie Ballot H
	Ekangala District	Mmametlake H KwaMhlanga H Philadelphia H Middelburg C Witbank C Delmas H Groblersdal H
KWAZULU- NATA L	DC21 Ugu	Port Shepstone H GJ Crookes H Umzinto CHC St. Andrews H Murchison H Assisi H
	DC22 Umgungundlovu	Edendale H Northdale H East Street Clinic Appelsbosh Prov. H Montebello Prov. H Howick CHC Richmond CHC Gomane CHC
	DC23 Uthukela	Ladysmith H Ezakheni CHC Estcourt H Nthabamhlope CHC Olivershoek CHC Emmaus H *

DC24 Umzinyathi	<p>Greytown H</p> <p>Charles Johnston Memorial H *</p> <p>Dundee H</p> <p>Untunjambili Prov.H</p> <p>Church of Scotland H *</p>
DC25 Amajuba	<p>Newcastle H</p> <p>Madadeni H</p> <p>Niemeyer Mem.H</p>
DC26 Zululand	<p>Benedictine H *</p> <p>Vryheid H</p> <p>Nkonjeni H *</p> <p>Ceza Prov.H</p> <p>Itshelejuba H *</p> <p>Paulpietersburg C.H.C</p>
DC27 Umkhanyakude	<p>Hlabisa H *</p> <p>Bethesda H *</p> <p>Mosvold H *</p> <p>Mseleni H *</p> <p>Manguzi H *</p>
DC28 Uthungulu	<p>Ekombe H *</p> <p>Ngwelezana H</p> <p>Eshowe H</p> <p>Nkandla H</p>
DC29 Ilembe	<p>Stanger H</p> <p>Umpumulo Prov. H</p> <p>Catherine Booth H</p> <p>Ndwedwe C.H.C</p>
DC43 Sisonke	<p>East Griqualand and Usher Memorial H</p> <p>Tayler Bequest H</p> <p>St. Appolinaris H</p> <p>Ixopo CHC</p> <p>Underburg CHC</p> <p>Pholela CHC</p>
Durban Metro Ethekwini	<p>Addington H</p> <p>Inanda Clinic</p> <p>Tongaat CHC</p> <p>Clairwood H</p>

		Prince Mshiyeni Memorial H Bothas Hill CHC Wentworth H Phoenix CHC King Edward VIII H RK khan H Kwa Mashu Poly Clinic *
LIMPOPO PROVINCE	Waterberg	Ellisras H FH Odendaal H Thabazimbi H Warmbaths H Witpoort H George Masebe H Mokopane H Voortrekker H
	Capricorn	Blouberg H Helen Franz H Polokwane /Mankweng H Complex Seshego H W.F Knobel H Botlokwa H Dr Machupe Mphahlele Memorial H Lebowakgomo H
	Mopani	Dr C.N Phatudi H Kgapane H Letaba H Maphutha L. Malatji H Nkhensani H
	Vhembe	Donald Frazer H Elim H Louis Trichardt H Malamulele H Messina H Siloam H Tshilidzini H
	Bohlabela	Sekororo H Matikwane H Mapulaneng H Tintswalo H
	Sekhukhune	H C Boshoff H Matlala H

		Jane Furse Memorial H St Ritas H Mecklenburg H Penge H
NORTH WEST	Madibeng	Brits H
	Moses Kotane	George Stegman H
	Moretele	Jubilee H
	Odi	Odi H
	Rustenburg	Rustenburg Provincial H
	Ratlou	Delareyville H
	Lichtenburg	General Delarey H
	Mafikeng	Mafikeng Provincial H
	Zeerust	Lehurutshe H
	Ganyesa	Ganyesa Community H
	Kudumane	Tshwaragano H
	Schweize-reneke	Schweize-reneke H
	Taung	Taung H
	Vryburg	Vryburg H
	Klerksdorp	Klerksdorp Provincial H
	Potchefstroom	Potchefstroom H
	Ventersdorp	Ventersdorp H
	Wolmaranstad	Wolmaranstad H
WESTERN CAPE	Boland-Overberg	Ceres Clinic Grabouw CHC
	Metropole	Wesfleur H Maitland Clinic Gugulethu Clinic Westridge Clinic Hanover Park CHC False Bay H Retreat Hope street Clinic Lady Michaelis CHC Delft CHC Khayalitsha CHC Bishop Lavis CHC Goodwood CHC Kraifontein Kleinvlei CHC Gustrouw CHC

		Macassar CHC
	South Cape/Karoo	Beaufort west CHC George Clinic Knysna H Heidelberg CHC Mossel Bay H Oudtshoorn Clinic
	West Coast/ Winelands	Idas Valley Clinic Vredendal North Clinic Malmesbury H Saldanha Clinic Piketberg Clinic TC Newman CHC Diazville Clinic

SOUTH AFRICAN MILITARY HEALTH SERVICES (SAMHS)

Mpumalanga Area Military Health Unit	Nelspruit	Nelspruit SB
	Middleburg	Middleburg SB (4 SAI)
Limpopo Area Military Health Unit	Louis Trichardt	AFB Louis Trichardt MMC
	Pietersburg	Pietersburg Sick Bay
	Phalaborwa	Phalaborwa MHB*
	Hoedspruit	Hoedspruit MBH*
North West Area Military Health Unit	Potchefstroom	Potchefstroom MBH
	Zeerust	Zeerust Sick Bay
	Mafikeng	Molopo Sick Bay
Gauteng Area Military Health Unit	Pretoria	1 Military H
		Thaba Tshwane Oral Health Clinic
		AFB Waterkloof MMC
		MMC Armscor Building
		Wonderboom Sick Bay
	Johannesburg	Dunnotar Sick Bay
		Doornkop MMC
		Lenz Sick Bay (21SAI Bn)
		Kemptonpark MMC
	Heidelberg	Heidelberg Sick Bay
Free State Area Military Health Unit	Bloemfontein	3 Military H
		AFB Bloemspuit MMC
	Bethlehem	2 Field Engineer School SB
	Kroonstad	Engineer School Sick Bay
Northern Cape Area Military Health Unit	Kimberley	Kimberley Sick Bay

	Kimberley	Midlands SB
	Postmasburg	Army Battle School Sick Bay Lohatlha*
	Upington	Upington Sick Bay (8 SAI)
Kwa Zulu Natal Area Military Health Unit	Durban	Durban Sickbay
	Ladysmith	Ladysmith Sick Bay
	Mtubatuba	Duku-Duku Sick Bay *
Eastern Cape Area Military Health Unit	Port Elizabeth	Port Elizabeth Sick Bay
	Grahamstown	Grahamstown Sick Bay
	Umtata	Umtata Sick Bay
Western Cape Area Military Health Unit	Metropole	2 Military H Youngfield Wingfield MMC Institute for Maritime Medicine (IMM) Eersterivier SB
	Oudshoorn	Oudtshoorn SB
	Saldanha	Saldanha MMC *
	Langebaanweg	Langebaanweg MBH *

Abbreviations used in table:

* = Rural Allowance

CHC = Community Health Centre

IMM = Institute for Maritime Medicine

MBH = Military Base Hospital

MMC = Military Medical Clinic

N.B Community service dentists may rotate to health centres and clinics attached to each facility listed above.



DR M E TSHABALALA-MSIMANG

MINISTER OF HEALTH

No. R. 389

2 April 2004

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY SERVICE BY MEDICAL PRACTITIONERS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service by Persons Registering in terms of the Health Professions Act, 1974 (Act No. 56 of 1974), listed the following approved facilities for purposes of the profession of a medical practitioner:

Note: the asterisk (*) = with rural allowance

PROVINCE	Region (<i>District</i>)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Western District Council	Midlands H Complex Midlands H Sawas Memorial H Willowmore H Settlers H Complex Fort England H Settlers H Port Alfred H
	Nelson Mandela Metropole	Port Elizabeth H Complex Dora Nginza H Elizabeth Donkin H Humansdorp Livingstone H Port Elizabeth Provincial H Uitenhage H
	Ukhahlamba Council District	Frontier H Complex Frontier Burgersdorp H Empilisweni H* Umlamli H* Dordrecht H Taylor Bequest H* Wilhelm Stahl

		Cofimvaba Cradock Glen Grey Elliot Komani Sterkstroom HC Cala
	Amatole District Council	East London H Complex Bisho H Butterworth H* Tafalofefe H* Frere H Cecilia Makiwane H Fort Beaufort H Tower H Victoria H (Alice)* SS Gida H* Grey H Nompumelelo H* Stutterheim H Komga Hospital
	Alfred Nzo District Council	Rietvlei H Complex Mary Therese Hospital* Mount Ayliff H* Rietvlei H* St Margaret's H* Umzimkulu H* Bambisana H Greenville H Holy Cross H Sipetu H St Elizabeth H St Patrick
	Chris Hani District Council	Umtata H Complex Umtata General H Bazia CHC Mhlakulo CHC Mbekwen CHC Ngangelizwe CHC

FREE STATE		All Saints H Bedford Orthopaedic Canzibe H Isilimela Mjanyana H* Madwaleni H Nelson Mandela Academic H Nessie Knight H Sir Henry Elliot H St Barnabas H St Lucy's H Zithulele H Taylor Bequest H
	Xhariep (DC16)	Embekweni District / Hospital Complex Stoffel Coetzee Diamond District Hospital Complex <ul style="list-style-type: none"> - Petrusburg - Trompsburg - Edenburg - Bethulile
	Motheo (DC17)	National Hospital Complex Botshabelo Hospital Complex Dr JS Moroka / Mantsopa
	Lejweleputswa (DC18)	Bongani Regional Hospital Katleho / Winburg Hospital Complex Thusanong / Nala / Mohau Hospital Complex
	Thabo Mafutsanyane (DC19)	Dithlabeng Regional Hospital Complex Mofumahadi / Manapo / Mopeli Regional Hospital Complex Elizabeth Ross H Complex <ul style="list-style-type: none"> - Qwa-qwa Clinics Kestell Clinics Thebe / Phumelela Hospital Complex <ul style="list-style-type: none"> - Tshiame, Memel, Warden Clinics Phekolong / Nketoana Hospital Complex Itemoheng / John Daniel Newsberry/ Phuthuloha Hospital Complex
	Northern Free State District (DC 20)	Metsimaholo / Parys Hospital Complex <ul style="list-style-type: none"> - Deneysville, Orangeville, Sasolburg and Khanya CHCs Tokollo / Mafube Hospital Complex Boitumelo Regional Hospital
NORTHERN CAPE	Diamond Fields	Kimberley H

	Kgalagadi	Kuruman H Clinics
	Upper Karroo	De Aar H Noupoort H Prieska H Griekwastad H Victoria West H Colesburg
	Namaqualand	Springbok H Alexander Bay H Garies H Port Nolloth H Brandvlei H Frazerburg H Calvinia H
	Francis Baard	Kimberley City Clinics Jankempdorp Clinics
	Gordonia (Upington)	Gordonia H Kenhardt H Postmasburg H
	MPUMALANGA	
	Nkangala	Philadelphia* H Groblersdal H Middelburg H Witbank H complex Kwa-Mhlanga H Mmametlhake H Delmas H
	Eastvaal / Gert Sibande	Ermelo H Carolina H* Embhuleni H* Piet Retief H* Amajuba (Volksrust) H* Bethal H Evander H Standerton H Elsie Ballot H*
	Ehlanzeni	Rob Ferreira H Themba H* Barberton H Shongwe H* Tonga H* Lydenburg H* Sabie H* Matibidi H*
KWA-ZULU NATAL	Ugu (DC21)	Ugu Complex - Murchison H* - Port Shepstone H* St Andrews H* GJ Crookes H*

Umgungundlovu (DC 22)	Umgungundlovu Complex - Edendale H - Northdale H - Grey's H - EMRS Complex Appelsbosch* Montebello H*
Uthukela (DC 23)	Uthukela Complex - Ladysmith H - Emmaus H* Estcourt Hospital
Umzinyathi (DC 24)	Umzinyathi Complex - Charles Johnson Memorial H* - Dundee H* Church of Scotland H* Greytown H*
Amajuba (DC 25)	Amajuba Complex - Madadeni H - Newcastle H
Zululand (DC 26)	Zululand Complex - Benedictine H* - Ceza H* - Nkonjeni H* Itshelejuba H* Vryheid H*
Umkhanyakude (DC27)	Umkhanyakude Complex - Bethesda H* - Manguzi H* - Mosvold H* - Mseleni H* - Hlabisa H*
Uthungulu (DC 28)	Unthugulu Complex - Ngwelezana H - Empangeni H Ekombe H* Eshowe H Catherine Booth H* Mbongolwane H* KwaMagwaza H* Nkandla H*
Ilembe (DC 29)	Stanger H Umphumulo H* Umtunjambili H*
Sisonke (DC 43)	Sisonke Complex - E.G. and Usher Memorial H* - Tayler Bequest H* Christ the King H* St Apollinaris H*

LIMPOPO	Ethekwini	Ethekwini Complex - Addington H - RK Khan H - King Edward VIII H - Wentworth H - St Aidan's H - Mahatma Gandhi Memorial H - Osindisweni H - Prince Mshiyeni Memorial H - Tongaat CHC - Phoenix CHC - Kwa-Dabeka Clinic - KwaMashu Polyclinic* - EMRS
	Waterberg	Warmbaths H Ellisras H Witpoort H FH Odendaal H Thabazimbi H
	Waterberg Complex	Mokopane H George Masebe H Voortrekker H
	Capricorn	H Franz H Blouberg CHC* Pietersburg Mankweng H Complex (PMHC) WF Knobel H Botlokwa H Seshego H Groothoek H ZebedielaCHC Lebowakgomo H
	Vhembe	Tshilidzini H Donald Fraser H Malamulele H Elim H Louis Trichardt H Messina H Siloam H
	Mopani	Letaba H Sekororo H C N Phatudi H Nkhensani H Kgapane H ML Malatji H Phalaborwa CHC* Van Velden H
	Bohlabela	Mapulaneng H Tintswalo H*

NORTH WEST	Sekhukhune	Mecklenburg H Penge CHC H C Boshoff H Dilokong CHC* St Ritas H Jane Furse H Matlala H Thabamoope Psychiatric H
	Bojanala	Rustenburg District/ Rustenburg Provincial Hospital/ Koster and Swartugens Hospital Complex/ Kgetleng Rivier District
		Brits District/ Hospital
		Moretele District / Jubilee Hospital
		Odi District / Hospital
	Sothorn	Mogwase District*/ George Stegmann/ Moreteleletsi Hospital Complex
		Klerksdorp District Klerksdorp/ Tshepong Hospital Complex / Wolmaranstad District / Nic Bodenstein Hospital
		Potch District / Hospital / Witransdorp Hospital/ Ventersdorp District / Hospital Complex
	Central	Mafikeng / Setlagobi Districts Mafikeng General Bophelong Hospital Complex/ Gelukspan Hospital
		Lichtenburg District Gen de la Ray Thusong Hospital Complex
		Delareyville District* / hosp Sannieshof / Ottosdal Hospital Complex
		Zeerust District* Zeerust Lehurutse Hospital Complex
	Bophirima	Vryburg District / Stella / Vryburg Hospital Complex
		Schweizer-Reneke District / Hospital Lekwa Teemane District Christiana/ Bloemhof Hospital Complex*
		Ganyesa District*/ Hospital Bophiri Molopo Distr* Bray Piet Plesis Hosp Complex

WESTERN CAPE		Kudumane District*/ Tswaragano Hospital
		Taung District*/ Hospital
	Academic	Groote Schuur H Red Cross H Tygerberg H
	Metro	Brooklyn Chest New Somerset H Eerste River H GF Jooste H Victoria H Karl Bremer H Hottentots Holland H Falsebay H Metro CHSO Westfleur H Mowbray Maternity H Emergency Medical Service
	Associated Psychiatric Hospitals' Region	Alexandra H Valkenberg H Stikland H Lentegeur H
	West Coast/ Wetlands	Paarl H Stellenbosch H Swartland H Vredenburg H Radie Kotze H Citrusdal H Clanwilliam H Vredendal H
	Boland Overberg	Eben Donges Cluster Eben Donges H CHCs Grabouw Ceres H Robertson H Bredasdorp H Hermanus H Swellendam H Caledon H Touwsriver H Montague H
	South Cape Karoo	George H Mosselbay H Oudtshoorn H Knysna H Beaufort West H

SOUTH AFRICAN MILITARY HEALTH SERVICE (SAMHS)	A. GAUTENG	HC Thaba Tshwane, Thaba Tshwane Complex
		HC Garrison - Garrison Complex
		HC Wonderboom - S/B Wonderboom - S/B Murrayhill - S/B Waalmanstaal
		HC Waterkloof - S/B Waterkloof - S/B Krygor - Bank of Lisbon
		HC West Rand - S/B Doornkop - S/B Lenz
		HC East Rand - S/B Dunnottaar - S/B Heidelberg
	B. MPUMALANGA	HC Middelburg - S/B Middelburg - S/B Camden
		HC Nelspruit - S/B Nelspruit
	C. KWA-ZULU NATAL	HC KZN - S/B Durban (Poli-Clinic) - S/B Bluff - S/B Pietermaritzburg - S/B GSB - S/B Salisbury island - S/B Airforce
		HC Ladysmith - S/B Ladysmith
		HC Mtubatuba - S/B Mtubatuba Duku-Duku - S/B Jozini
		HC Kimberly - S/B Kimberly (Poli-Clinic) - S/B Midlands
	D. NORTHERN CAPE	HC Lohatla - S/B Lohatla - S/B Upington
		HC Hoedspruit - S/B Hoedspruit - S/B Phalaborwa
	E. LIMPOMPO	HC Polokwane - S/B Polkwane - S/B Ellirus - S/B Naboomspruit

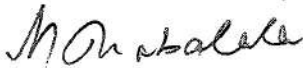
GAUTENG		HC Louis Trichard - S/B Louis Trichard - S/B Vuvani - S/B Messina
	F. NORTH WEST	HC Molopo - S/B Molopo - S/B Zeerust
		HC Potchefstroom - S/B Potchefstroom (Poli-Clinic)
	G. WESTERN CAPE	HC Gordonsbaai - S/B Gordonsbaai (Poli-Clinic)
		HC South Coast - S/B Oudshoorn (Poli-Clinic) - S/B George
		HC West Cost - HP Saldanha
		HC Wingsfield - S/B Wingsfield - S/B Ysterplaa
		HC Youngsfield - S/B Youngsfield (Poli-Clinic) - S/B Eerste Rivier
	H. EASTERN CAPE	HC Grahamstown - SB Grahamstown
		HC Port Elizabeth - S/B Port Elizabeth - S/B East London - S/B Queenstown
		HC Umtata - S/B Umtata (Poli-clinic)
	I. FREE STATE	HC Bloemfontein - S/B Blomfontein - S/B Armour - S/B Bloemspruit - S/B Infantry
		HC Kroonstad - S/B Kroonstad - S/B Bethlehem
	East Rand and Vaal	Springs / Brakpan Complex Far East Rand / Pholosong Kwa-Thema CHC Nokuthela Ngwenya
		Boksgurg / Germiston Complex Tambo Memorial/ Germiston/ Etwatwa

		Kempton Park / Alberton Complex Tembisa / Natalspruit / Jabulani CHC
		Kopanong Hospital
		Heidelberg Hospital
		Sebokeng Complex Sebokeng Hospital/ Levay Mbatha / Johan Heyns / Sharpville/ Boipatong CHCs
	Pretoria	Pretoria Academic Complex Pretoria Academic Hospital / Skinner CHC
		Garankuwa Complex Garankuwa Hospital / Soshanguve CHC
		Pretoria West Complex Kalafong / Pretoria West Hospitals Laudium CHC
		Mamelodi Stanza Bopape CHC
	Central Wits and West Rand Region	Central Johannesburg Complex Johannesburg / Hillbrow CHC Lenasia South CHC
		Helen Joseph Complex Helen Joseph / Coronation / Chiawelo CHC / Mofolo CHC
		Chris Hani Baragwanath / Lilian Ngoyi CHC / Zola CHC
		Leratong H / Bekkersdal CHC
		Dr Yusuf Dadoo H / Mohakeng CHC
		Carltonville H / Khutsong CHC
		South Rand H
		Edenvale H

Abbreviations used in table:

DC	- District Centre
CHC	- Community Health Centre
CHSO	- Community Health Service Organization
CJMH	- Charles Johnson Memorial Hospital
EMRS	- Emergency Medical Rescue Services
H	- Hospital
MUPP	- Manguang University Partnership Program

N.B Community service medical practitioners may rotate to health centres and clinics attached to each facility listed above. The rural allowance status of some facility


DR M E TSHABALALA-MSIMANG
MINISTER OF HEALTH

No. R. 390

2 April 2004

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY SERVICE PHYSIOTHERAPISTS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service by Persons Registering in terms of the Health Professions Act, 1974 (Act No. 56 of 1974), listed the following approved facilities for purposes of the profession of physiotherapists:

PROVINCE	Region (<i>District</i>)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Nelson Mandela Metropole Port Elizabeth Complex	Dora Nginza C Empilweni DH Humansdorp DH Livingstone C Port Elizabeth C Port Elizabeth Metro District Office
	Chris Hani District Municipality	All Saints DH Cala DH Cloete Joubert DH Cradock DH Empilisweni DH Frontier Regional H Glen Grey DH Umlamli DH Wilhem Stahl DH

[illegible]

FREE STATE	DC 16: Xhariep	Embekweni/Stoffel Coetzee C Diamonh C
	DC 17: Montheo	Pelonomi Regional C National C MUCPP / Heidedal C
	DC18: Lejwelephutswa	Lejwelephutswa D Bongani Regional C Kattleho/Winburh C Thusanong/Nala/Mohau C Botshabelo C Wepener CHC Dr JS Moroka/Mantsopa C
	DC19:Thabo Mofutsanyane	Elizabeth Ross C Thebe / Phumelela C Phekolong / Nketoana C Itemoheng / John Daniel Newsberry/ Phuthuloha C
	DC 20: Northern free State	Boitumelo Regional H Lesedi CHC Metsimaholo/ Parys C Tokollo/ Mafube C
NORTHERN CAPE	Frances Baard	Barkly West H Galeshewe Day H Hartswater H Jan Kemdorp H Warrenton H
		Kimberly C

	Karoo	Carnavon H Cloesberg H De Aar H Douglas H Griekwastad H Hopetown H Noupoort H Prieska H Richmond H Vosburg H Victoria West H
	Kgalagadi	Kuruman H
	Namaqua	Brandvlei H Calvinia H Fraserburg H Garies H Loeriesfontein H Pofadder H Port Nolloth H Springbok H Sutherland H
	Siyanda	Askham H Danielskuil H Groblershoop H Kakamas H Keimoes H Kenhardt H Olifantshoek H Postmansburg H Rietfontein H Upington H Upington TB H

GAUTENG	A (CENTRAL WITS & WEST RAND)	Chris Hani Baragwanath H Coronation H Ga-Rankuwa H Germiston H Helen Joseph H Heidelberg H Johannesburg H Kalaong H Mamelodi H Natalspruit H Pholosong H Pretoria West H Pretoria Academic H Sizwe H Sterkfontein H South Rand H Tambo Memorial H Tara H Moross H Tembisa H Weskopies H Masakhane Prov Laundry Edenvale H Far East Rand H Carltonville H Wits Oral Dental Dr Yuusuff Dadoo
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	Region B	Andries Raditsela H
	Ekurhuleni	Daveyton Extension
		Daveyton Main Clinic
		Duduza Clinic
		Empilisweni
		First Avenue
		Geluksdal
		Kingsway
		KwaThema
		Lethabong
		Mary Moodley
		Masichaba
		Nigel
		Paynewille
		Phillip Moyo
		Rockville
		Simunye
		Tsakane
		White City
		Zamane
	Sedibeng	Empilisweni
		Johan De
		Boitumelo
		Helga Kuhn
		Sebei Motsoeneng
		Sharpville Mou
		Jiohan Heyns
		Boipatong Mou
		Levae Mbatha
		Devon
		Heidelberg
		Pontshong
	Region C	Adelaide Tambo
		Bophelong
		Ladium CHC
		Mandisa Shiceka
		PTA North
		Refilwe
		Sukulumi
		Sedibeng
	Central Sub- District	Eersterust
		Holani
		Skinner Street Clinic
		Stanza Bopape
	Northern Sub-district	Boikhutsong
		Soshanguve Clinic
		Soshanguve Clinic 2

MPUMALANGA	Enkangala	Delmas H Groblersdal H* KwaMhlanga H* Middelburg C Mmametlhake H* Philadelphia H* Witbank H
	Eastvaal	Amajuba H* Bethal H Carolina H* Elsie Ballot H* Embhuleni H* Ermelo H Evander H Piet Retief H Standerton H
	Ehlanzeni	Barberton H Lydenburg H* Matibidi H* Rob Ferreira H Sabie H* Shongwe H* Themba H* Tonga H*
KWA-ZULU NATAL	Ugu DC 21	Murchison / Port Shepstone C <ul style="list-style-type: none"> • Murchison H* • Port Shepstone H* GJ Crookes H* St Andrews H*
	Umgungundlovu DC 22	Midlands C <ul style="list-style-type: none"> • Fort Napier H • Grey's H • Town Hill H • Umgeni H Pietermaritzburg C <ul style="list-style-type: none"> • Edendale H • Northdale H • PMB Assessment and Therapy Centre Applesbosch H*
	Uthukela DC 23	Uthukela C <ul style="list-style-type: none"> • Emmaus H* • Estcourt H • Ladysmith H

Umzinyathi DC 24	Umzinyathi C <ul style="list-style-type: none"> • Charles Johnson Memorial H* • Church of Scotland H* • Dundee H* • Greytown H*
Amajuba DC 25	Amajuba C <ul style="list-style-type: none"> • Madadeni H • Newcastle H
Zululand DC 26	Zululand C <ul style="list-style-type: none"> • Benedictine H* • Ceza /Thulasizwe H* • Itshelejuba H* • Nkonjeni / St Francis H • Vryheid H
Umkhanyakude DC 27	Umkhanyakude C <ul style="list-style-type: none"> • Bethesda H* • Hlabisa H* • Manguzi H* • Mosvold H* • Mseleni H*I
Uthungulu DC 28	Eshowe C <ul style="list-style-type: none"> • Catherine Booth C* • Eshowe H • Nkandla H* • KwaMagwaza H* Ngwelezana C <ul style="list-style-type: none"> • Ekombe H* • Mbongolwane H* • Ngwelezana H
Ilembe DC 29	Ilembe C <ul style="list-style-type: none"> • Montebello H* • Stanger H • Umphumulo H* • Untunjambili H*
Sisonke DC 43	Sisonke C <ul style="list-style-type: none"> • Christ the King H* • East Griqualand and Usher Memorial H* • St Appolinaris H* • Tayler Bequest H*
Ethekwini	Ethekwini North C <ul style="list-style-type: none"> • Mahatma Gandhi Memorial H

		<ul style="list-style-type: none"> • Phoenix Assessment and Therapy • Provincial Rehab Centre • Osindisweni H* <p>Ethekwini Central C</p> <ul style="list-style-type: none"> • Addington H • Clairwood H • King Edward VIII H • King George V H • R K Khan H <p>Ethekwini South C</p> <ul style="list-style-type: none"> • Prince Mshiyeni Memorial H • Wentworth H <p>Hillcrest H</p>
LIMPOPO	Capricon	<p>Botlokwa H</p> <p>Helen Franz H</p> <p>Knobel H</p> <p>Lebowakgomo H</p> <p>Seshego H</p>
	Vhembe	<p>Donald Frazer H</p> <p>Louis Trichardt H</p> <p>Malamulele H</p> <p>Messina H</p> <p>Siloam H</p> <p>Tshilidzini H</p>
	Mopani	<p>Dr CN Phathudi H</p> <p>Kgapane H</p> <p>Letaba H</p> <p>Maphutha Malatji H</p>
	Botlhabela	<p>Mapulaneng H</p> <p>Sekororo H</p> <p>Tintswalo H</p>
	Waterberg	<p>FH Odendaal H</p> <p>George Masebe H</p> <p>Thabazimbi H</p> <p>Mokopane H</p>
	Sekhukhune	<p>HC Boshoff H</p> <p>Jane Furse H</p> <p>Matlala H</p> <p>St Ritas H</p>
	Tertiary Complex	<p>Mankweng H</p> <p>Polokwane H</p>

NORTH WEST	Southern Health Region	Klerksdorp D/ Klerksdorp/Tshepong C Wolmaranstad D/Nic Bodenstein H Potch DH Ventersdorp C
	Central Health Region	Mafikeng/ Setlagobi Districts Mafikeng General/Bophelong C Lichtenburg D* Gen de la Rey/ Thusong C* DelareyvilleD*/ H/Gelukspan/Sannieshof/Ottosdal C* Zeerust D*/Zeerust/Lehurutshe C*
	Bojanala Health Region	Rustenburg D/Rustenburg Provincial H/Koster and Swartrugens C/ Kgetleng river D Brits DH Moretele D/ Jubilee H* Odi District/Hospital Mogwase District*/George Stegman/ Moreteletsi C*
	Bophirima Health Region	Vryburg District/Stella/Vryburg C* Schweizer-RenekeDistrict Hospital/Lekwa Teemane District/ Christiana/ Bloemhof C* Ganyesa D*/H/Bophiri Molopo D*/Bray/Piet Plesis C* Kudumane D*/Tswaragano H* Taung D* H*
WESTERN CAPE	Metro	Brooklyn Chest H Eerste River H Emergency Medical Service False Bay H GF Jooste H Hottentots Holland H Karl Bremer H Metro CHSO Mowbray Maternity H New Somerset H Victoria H Westfleur H
	Academic	Groote Schuur H Red Cross H Tygerbrg H
	APH	Alexandra H Lentegeur H Stikland H Valkenberg H

	Coast Winelands	CHC's Citrusdal H Clanwilliam H Paarl H Radie KotzeH Stellenbosch H Swartland H Vredenburg H Vredendal H
	Boland Overberg Eben Donges Cluster	Bredasdorp H CHC'S Caledon H Ceres H Eben Donges H Grabouw H Hermanus H Montagu H Robertsons H Swellendam H Tous Rivier H
	Southern Cape Karoo	Beaufort H CHC'S George H Knysna H Mosselbay H Murraysburg H Oudshoorn H Riversdale H
	Unicity	Local Government - Metro

SAMHS	Free State	3 Military H
	Gauteng	1 Military H
		Health Centre East Rand
	Mpumalanga	Health Centre Nelspruit
	North West	Health Centre Potchefstroom
	Western Cape	2 Military H
		Health Centre West Coast
		Institute for Maritime Medicine

Abbreviations used in table:

D- District
 CHC- Community Health Centre
 LSA- Local Service Area
 CHSO- Community Health Service Organization
 H – Hospital
 C- Complex

N.B Community service physiotherapists may rotate to health centres and clinics attached to each facility listed above.


DR M E TSHABALALA-MSIMANG
MINISTER OF HEALTH

DATE: 12-03-2004

No. R. 391

2 April 2004

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY SERVICE OCCUPATIONAL THERAPISTS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service by Persons Registering in terms of the Health Professions Act, 1974 (Act No. 56 of 1974), listed the following approved facilities for purposes of the profession of occupational therapists:

PROVINCE	Region (<i>District</i>)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Amatole East London Complex	Bisho DH Butterworth DH Cathcart DH Cecelia Makiwane C Fort Beaufort DH Frere Complex Grey DH Madwaleni DH Nompumelelo DH Port Alfred DH Settlers DH SS Gida DH Tafalofefe DH Victoria DH
	Nelson Mandela Metropole	Dora Nginza C Empilweni DH Humansdorp DH Livingstone C Port Elizabeth C Port Elizabeth Metro District Office

[illegible]

FREE STATE	DC 16: Xhariep	Embekweni/Stoffel Coetzee C Kopanong and Letsemeng CHC C Trompsburg
	DC 17: Montheo	National Hospital C Pelonomi Regional C MUCPP/Heidedal C Botshabelo Hospital C Dr JS Moroka/Mantsopa C Wepener CHC
	DC18: Lejweleputswa	Bongani Regional H Katleho/Winburg C Thusanong/Nala/Mohau C
	DC19:Thabo Mofutsanyane	Mofumahadi Manapo Mopedi Regional H Elizabeth Ross H Thebe/Phumelela H Phekolong/Nketoana H Itemoheng/JohnDanielNewsberry/ Phuthuloha C
	DC 20: Northern Free State	Moghaka CHC C Lesedi CHC Metsimaholo/Parys C Tokollo/Mafube C
NORTHERN CAPE	Francis Baard	Barkly West DH Galeshewe Day H Hartswater DH Jan Kemdorp TB H Warrenton District H
		Kimberly C

Karoo	Carnavon H Colesberg H De Aar H Douglas H Hopetown H Griekwastad H Noupoort H Prieska H Richmond H Vosburg H Victoria West H
Siyanda	Askham H Danielskuil H Groblershoop H Kakamas H Keimoes H Kenhardt H Olifantshoek H Postmansburg H Rietfontein H Upington H Upington TB H
Kgalagadi	Kuruman H
Namaqua	Brandvlei H Calvinia H Fraserburg H Garies H Loeriesfontein H Pofadder H Port Nolloth H Springbok H Sutherland H

GAUTENG	A (Central WITS & West Rand)	Chris Hani Baragwanath H Coronation H Ga-Rankuwa H Germiston H Helen Joseph H Heidelberg H Johannesburg H Kalaong H Mamelodi H Natalspruit H Pholosong H Pretoria West H Pretoria Academic H Sizwe H Sterkfontein H South Rand H Tambo Memorial H Tara H Moross H Tembisa H Weskopies H Masakhane Prov Laundry Edenvale H Far East Rand H Carltonville H Wits Oral Dental Dr Yuusuff Dadoo H
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Region B	Andries Raditsela H
Ekurhuleni	Daveyton Extension
	Daveyton Main Clinic
	Duduza Clinic
	Empilisweni
	First Avenue
	Geluksdal
	Kingsway
	KwaThema
	Lethabong
	Mary Moodley
	Masichaba
	Nigel
	Paynewille
	Phillip Moyo
	Rockville
	Simunye
	Tsakane
	White City
	Zamane
Sedibeng	Empilisweni
	Johan De
	Boitumelo
	Helga Kuhn
	Sebei Motsoeneng
	Sharpville Mou
	Jiohan Heyns
	Boipatong Mou
	Levae Mbatha
	Devon
	Heidelberg
	Pontshong
Region C	Adelaide Tambo
	Bophelong
	Laudium CHC
	Mandisa Shiceka
	PTA North
	Refilwe
	Sukulumi
	Sedibeng
Central Sub- District	Eersterust
	Holani
	Skinner Street Clinic
	Stanza Bopape
Northern Sub-district	Boikhutsong
	Soshanguve Clinic
	Soshanguve Clinic 2

MPUMALANGA	Enkangala	Delmas H Groblersdal H* KwaMhlanga H* Mmametlhake H* Middelburg H Philadelphia H* Witbank C
	Eastvaal	Amajuba H* Bethal H Carolina H* Elsie Ballot* Embhuleni H* Ermelo H EvanderH Piet Retief H* Standerton H
	Ehlanzeni	Barberton H Lydenburg H Matibidi H* Rob Ferreira H Sabie H* Shongwe H* Themba H* Tonga H*
KWA-ZULU NATAL	Ugu (DC 21)	Murchison/Port Shepstone C <ul style="list-style-type: none"> • Port Shepstone H* • Murchison H* G J Crookes H* St Andrews H*
	Umgungundlovu (DC 22)	Midlands C <ul style="list-style-type: none"> • Grey's H • Fort Napier H • Townhill H • Umngeni H Pietermaritzburg C <ul style="list-style-type: none"> • Edendale H • Northdale H • PMB Assessment and Therapy Centre Appelsboch H*
	Uthukela (DC23)	Uthukela C <ul style="list-style-type: none"> • Emmaus H* • Estcourt H • Ladysmith H

	Umzinyathi (DC24)	Umzinyathi C <ul style="list-style-type: none"> • Charls Johnson Memorial H* • Church of Scotland H* • Dundee H* • Greytown H*
	Amajuba (DC 25)	Amajuba C <ul style="list-style-type: none"> • Madadeni H • Newcastle H • Niemeyer Memorial H*
	Zululand (DC 26)	Zululand C <ul style="list-style-type: none"> • Benedictine H* • Ceza/Thulasizwe H* • Itshelejuba H* • Nkonjeni/St Francis H* • Vryheid H
	Umkhanyakude (DC 27)	Umkhanyakude C <ul style="list-style-type: none"> • Bethesda H* • Hlabisa H* • Manguzi H* • Mosvold H* • Mseleni H*
	Uthungulu (DC 28)	Eshowe C <ul style="list-style-type: none"> • Catherine Booth H* • Eshowe H • Nkandla H* • KwaMagwaza H* Ngwelezana C <ul style="list-style-type: none"> • Ekhombe H* • Mbongolwane H* • Ngwelezana H
	Ilembe (DC 29)	Ilembe C <ul style="list-style-type: none"> • Montebello H* • Stanger H • Umphumulo H • Untunjambili H
	Sisonke (DC 43)	Sisonke C <ul style="list-style-type: none"> • Christ the King Hospital* • East Griqualand and Usher Memorial H* • St Appolonaris H* • Tayler Bequest H*
	Ethekwini	Ethekwini North C <ul style="list-style-type: none"> • Mahatma Gandhi Memorial H • Osindisweni H

		<ul style="list-style-type: none"> • Phoenix Assessment and Therapy Centre • Provincial Rehab Centre <p>Ethekwini Central C</p> <ul style="list-style-type: none"> • Addington H • Clairwood H • King Edward VIII H • King George V H • R K Khan H <p>Ethekwini South C</p> <ul style="list-style-type: none"> • Prince Mshiyeni Memorial H • Wentworth H <p>Hillcrest H</p>
LIMPOPO	Capricon	Botlokwa H Helen Frans H Knobel H Lebowakgomo H Thabamoopo H
	Vhembe	Donald Frazer H Elim H Hayani H Louis Trichardt H Malamulele H Messina H Siloam H Tshilidzhini H
	Mopani	Dr CN Pathudi H Kgapane H Letaba H Maphutha Malatji H Nkhensani H
	Bohlabela	Mapulaneng H Sekororo H Tintswalo H
	Waterburg	Ellisras H FH Odendaal H George Masebe H Mokopane H Thabazimbi H Voortrekker H Warmbaths H
	Sekhukhune	HC Boshoff H Jane Furse H St Ritas H
	Tertiary Complex	Polokwane H Mankweng H

NORTH WEST	Southern Health	Klerksdorp D/ Klerksdorp /Tshepong C/ Wolmaranstad D/ Nic Bodenstein H Potchefstroom DH / Witrand H/ Ventersdorp D C
	Central Health	Mafikeng/ Setlagobi Districts Mafikeng General/ Bophelong C/ Gelukspan H Lichtenburg D* Gen de la Rey/ Thusong C* Delareyville D*H/Sannieshof/Ottosdal C* Zeerust D*/Zeerust/Lehurutse C*
	Bojanala Health	Rustenburg District/Rustenburg Provincial H/Koster and Swartrugens C/ Kgetleng river D Brits DH Moretele D/ Jubilee H* Odi DH Mogwase D*/George Stegman/ Moretele C*
	Bophirima Health	Vryburg D/Stella/Vryburg C* Schweizer-Reneke DH/ Lekwa Teemane D/ Christiana/ Bloemhof C* Ganyesa D*H/Bophiri Molopo D*/Bray/Piet Plesis C* Kudumane D*/Tswaragano H* Taung D* H*
WESTERN CAPE	Metro Region	Brooklyn Chest H Eerste River H Emergency Medical Service False Bay H GF Jooste H Hottentots H Karl Bremer H Metro CHSO's Mowbray Maternity H New Somerset H Victoria H Westfleur H
	Academic	Groote Schuur H Red Cross H Tygerberg H
	APH Region	Alexandra H Lentegeur H Stikland H Valkenberg H

	Westcost/ Winelands	CHC'S Citrusdal H Clanwilliam H Paarl H Radie Kotze H Stellenbosch H Swartland H Vredenburg H Vredendal H
	Boland and Overberg Eben Donges Cluster	Bredasdorp H CHC'S Caledon H Ceres H Eben Donges H Grabouw H Hermanus H Montagu H Swellendam H Robertson H Tous Rivier H
	Southern Cape Karoo	Beaufort H CHC'S George H Knysna H Mosselbay H Murraysburg H Oudtshoorn H Riversdale H
	Unicity	Local Government- Metro
SAMHS	Gauteng	1 Military H
	Western Cape	2 Military H
	Free State	3 Military H

Abbreviations used in table:

D= District

CHC= Community Health Centre

LSA=Local Service Area

CHSO= Community Health Service Organization
H – Hospital
DH= District Hospital
C=Complex

N.B Community service occupational therapists may rotate to health centres and clinics attached to each facility listed above.



DR M E TSHABALALA-MSIMANG
MINISTER OF HEALTH

DATE: 12-03-2004

No. R. 392

2 April 2004

PHARMACY ACT, 1974 (ACT NO. 53 OF 1974)**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY SERVICE BY PHARMACISTS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 3 of the Regulations relating to Performance of Pharmaceutical Community Service, listed the following approved facilities for purposes of the profession of pharmacists:

PROVINCE	Region (District)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Camdeboo	Andries Vosloo H Midland H
	Maletswai	Aliwal North H
	Senqu	Empilisweni H Umlamli H Cloete Joubert H
	Inxuba Yether	Cradock H Willem Stahl H
	Sakhisizwe	Elliot H Cala H
	Lukhanji	Frontier H
	Emalahleni	Glen Grey H
	Mnquma	Butterworth H Nqamakwe H Tafalofefe H
	East London	Cecilia Makiwane H Frere H
	Nkonkobe	Fort Beaufort H Voctoria H Tower H

	Buffalo City	Bisho H Nompumelelo H Grey H Buffalo City LSA
	Amahlati	SS Gida H Isilimela H Port St Johns H St Barnabas H Bambisana H Canzibe H Cathcart H
	Mhlontlo	Nessie Knight H St Lucy H
	Umtata Complex	Umtata General Nelson Mandela Academic C Umtata CHC Umtata Depot
	Nelson Mandela Metropole	Kwazakhele Day Clinic
	KSD	Zithulele H
	Engobo	All Staint's H Mjanyana H
	Qaukeni	Holy Cross H St Elizabeth H St Patricks H Greenville H
	Elundini	Tayler Bequest H
	Maluti	Maluti LSA
	Umzimvubu	Mary Theresa H Sipetu H Mt Ayliff H
	Umzimkhulu	Rietvlei H Umzimkulu H
	Nyandeni	Bambisana H
	Mbashe	Madwaleni H

FREE STATE	Xhariep District DC16	Jagersfontein H Smithfield H Zastron H Tromsburg H Stofel Coetzee H Embekweni C Diamond C Petrusburg H
	Motheo District DC17	Pelonomi Regional C National H Dr JS Moroka C Mantsopa H Botshabelo C Heidedal H Wepener CHC Ladybrand H MUCCP C Bloemfontein Medical Depot Bloemfontein Psychiatric C
	Lejwelephutswa District DC18	Welkom H Bongani Regional H Katlego H Goldfields Regional H Winburg H Virginia H Hoopstad H Odendaalrus H Bothaville H Thusanong H Nala H Mohau C
	Northern Free State District DC20 Thabo Mafutsanyane District DC19	Sasolburg H Sasolburg / Parys C Boitumelo H Heilbron C Frankfort C Moghaka CHC District C Bethlehem H Manapo H Elizabeth Ross H Harrismith H Phekolong H Reitz H Senekal H Clocolan H Vrede H Thebe/Phumelele C Ntekoana C Itemoheng C John Daniel Newsberry H Phuthulosa Hospital C

NORTHERN CAPE	Frances Baard	Galeshwe H Hartswater H Kimberley H Northern Cape Pharmaceutical Depot
	Karoo	De Aar H Prieska H
	Kgalakgadi	Kuruman H
	Namakwa	Calvinia H Springbok H
	Siyanda	Upington H Postmansburg H
GAUTENG	Region A Central Wits	Carletonville H Chris Hani Baragwanath H Central Wits Regional Pharmacy Coronation H Edenvale General H Helen Joseph H Johannesburg H Sizwe Tropical Disease H South Rand H Tara, The H Morros Centre Medical Supplies Depot
	Region A - West Rand	Dr Yusuf Dadoo H Leratong H Sterkfontein H West Rand Regional Pharmacy
	Region B - Ekurhuleni	East Rand Regional Prepack Nigel Far East Rand H Germiston H Natalspruit H Pholosong H Tambo Memorial H Tembisa H
	Region B - Sedibeng	Sebokeng H Kopanong H Heidelberg H
	Region C - Tshwane/Metswedeng	Culiinan Care Rehabilitation Centre Dr George Makuri H Kalafong H Mamelodi H Pretoria Academic H Pretoria - West H Tshwane/Metswedeng Regional Pharmacy Weskoppies H

MPUMALANGA	Ehlanzeni	Themba C - Rob Ferreira / Nelspruit C - Sabie H - Matibidi H - Lydenburg H - Shongwe H - Tonga Health District - Barberton H
	Nkangala	Witbank C - Middelburg H Bernice Samuel H Philadelphia C - KwaMhlanga H - Groblersdal H - Mmamethlake H - Impungwe H
	Eastern Highveld	Ermelo C - Evander Highveldridge Bethal C - Carolina H - Embhuleni H - Standerton H - Piet Retief H - Amajuba H
KWAZULU-NATAL	DC21 Ugu	GJ Crookes H Murchison H Port Shepstone H St Andrews H Turton CHC Umzinto CHC
	DC22 Umgungundlovu	Applebosch H Boom / East Street CHC Edendale H Fort Napier H Grey's H Imbalenhle CHC Northdale H Town Hill H Umgeni H
	DC23 Uthukela	Emmaus H Estcourt H Ladysmith H Ntabamhlophe CHC
	DC24 Umzinyathi	Charles Johnson Memorial H Church of Scotland H Dundee H Greytown H Pomeroy CHC

DC25 Amajuba	Madadeni H Nelliesfarm CHC Newcastle H Niemeyer Memorial H
DC26 Zululand	Benedictine H Ceza H Itshelejuba H Nkonjeni H Paulpietersberg CHC St Francis H Umdumozulu CHC Vryheid H
DC 27 Umkhanyakude	Bethesda H Hlabisa H Kwa-Msane CHC Manguzi H Mosvold H Mseleni H
DC28 Uthungulu	Catherine Booth H Ekombe H Empangeni H Eshowe H KwaMagwaza H Mbongolwane H Ngwelezane H Nkandla H Nseleni CHC
DC29 Ilembe	Montebello H Ndwedwe CHC Stanger H Sundumbili CHC Umphumulo H Untunjambili H
DC43 Sisonke	Christ the King H East Griqualand & Usher Memorial H Polela CHC St Appolinaris H Tayler Bequest H Underberg CHC

	Durban eThekweni	Addington H Bothas Hill H Clairwood H Embo CHC Hillcrest H Hlengisizwe Health Centre Inanda CHC Isipingo CHC King Edward VIII H King George V H KwaDabeka CHC KwaMashu Polyclinic Mahatma Gandhi Memorial H Newtown A CHC Osindisweni H Phoenix CHC Prince Mshiyeni Memorial H RK Khan H Tonga PHC Wentworth H
LIMPOPO	Waterberg	Ellisras / Witpoort C FH Odendaal H George Masebe / Mokopane / Voortrekker C Thabazimbi H Warmbaths H
	Capricon	Botlokwa / Seshego C Helen Franz / W.F. Nobel C
	Vhembe	Donald Frazer / Hayani / Tshilidzini C Elim / Louis Trichardt C Malamulele / Nkhensani C Messina / Siloam C
	Mopani	Dr CN Phatudi / Letaba / I Sekororo / Shiluvana C Kgapane / Duiwelskloof / Van Velden C Maphuta L Malatji / Phalaborwa C
	Bohlabele Sekhukune	Mapulaneng / Tintswalo C Dilokong / HC Boshoff / Mecklenburg C Dr M.M. Mphahlele / Lebowa kgomo / Thabamopoo C St Ritas / Jane Furse / Matlala C

NORTH WEST	Northern Southern Region	West Health	Klerksdorp D/ Klerksdorp/ Tshepong C / Wolmaranstad D / Nic Bodenstein H /
			Potch DH Witransdorp H Ventersdorp C
	North West Central Health Region		Mafikeng / Setlagobi D / Mafikeng General / Bophelong C
			Lichtenburg D Gen de la Rey / Thusong C
			Delareyville DH Gelukspan / Sannieshof / Ottosdal C
			Zeerust D Zeerust Lehurutse C
	North West Bojanala Health Region		Rustenburg D / Rustenburg Provincial H / Koster and Swartrugens C / Kgetleng Rivier D
			Brits DH
			Moretele D / Jubilee H
			Odi DH
			Mogwase D / George Stegmann / Moreletsi C
	North Bophirima Region	West Health	Vryburg D / Stella / Vryburg C
WESTERN CAPE	A Academic Hospitals		Groote Schuur H Red Cross Children's H Tygerberg H

	B Boland/Overberg	<u>Cluster A:</u> Include Regional Office Ceres H Eben Donges H Eben Donges CHC Grabouw H Hermanus Area
	C Head Office	Cape Medical Depot
	D Metro District Health Service	<u>Cluster A:</u> includes Ocean View CHC; Lady Michaelis CHC; Retreat CHC; Lotus river CHC; Grassy Park CHC Houtbay CHC
		<u>Cluster B:</u> includes Woodstock CHC; Robbie Nurock CHC; Green Point CHC; Good Hope CHC; Maitland CHC; Kensington CHC Mamre CHC
		<u>Cluster C:</u> includes Macassar CHC; Rusthof CHC; Kleinvlei CHC; Ikhwezi CHC; Strand CHC Michael Mpongwana CHC
		<u>Cluster D:</u> includes Nolungile CHC; Khayelitsha CHC; Mfuleni CHC; Delft CHC; Belhar CHC Mitchells Plain CHC
		<u>Cluster E:</u> includes Ruyterwacht CHC; Reed Street CHC; Goodwood CHC; Durbanville CHC; Bellville CHC; Parow CHC Ravensmead CHC

		<u>Cluster F:</u> includes Dr Abdurahman CHC; Hanover Park CHC; Heideveld CHC; Vanguard CHC; Bishop Lavis CHC Elsies River CHC
		<u>Cluster G:</u> includes Cross Roads CHC; Gugulethu CHC; Browns Farm CHC Nyanga CHC Eerste Rivier H False Bay H Westfleur H
	E Metropole	GF Jooste H Hottentots Holland H Karl Bremer H Somerset H Victoria H
	F Psychiatric Services	Valkenberg H
	G South Cape / Karoo	Beaufort West H George H Knysna H Mossel Bay H Oudtshoorn H Riversdale H Regional office TB/Cold Chain

	H West Coast/ Winelands	Paarl H Stellenbosch H <u>Cluster A:</u> Clanwilliam including Lamberts Bay; Citrusdal <u>Cluster B:</u> Piketberg including Porterville; Moorreesburg <u>Cluster C:</u> Vredenburg including Saldanha; Langebaan; Veldrif <u>Cluster D:</u> Vredendal including Vanrhynsdorp; Klawer <u>Cluster E:</u> Malmesbury including Riebeeck-Wes; Hopefield
	DEPARTMENT OF CORRECTIONAL SERVICES – PRISONS (pharmacy)	
	Mpumalanga	Victoria H
	Western Cape	Brandvlei Prison (pharmacy) Drakenstein Prison (pharmacy) Pollsmoor Prison (pharmacy)
	Eastern Cape	East London Prison (pharmacy) St. Albans Prison (pharmacy)
	Free State	Grootvlei Prison (pharmacy) Kroonstad Prison (pharmacy) Groenpunt Prison (pharmacy)
	Gauteng	Boksburg Prison (pharmacy) Leeuwkop Prison (pharmacy) Pretoria Prison (pharmacy)
	KwaZulu-Natal	Pietermaritzburg Prison (pharmacy) Durban Prison (pharmacy)
SOUTH AFRICAN MILITARY HEALTH SERVICE (SAMHS)		
	Limpopo	Hoedspruit Sick Bay Louis Trichard Sick Bay Vuwani Sick Bay
	Gauteng	Dunnotar Sickbay Rietondale Sickbay Wonderboom Sickbay
	KwaZulu-Natal	Durban Sickbay
	Northern Cape	Army Battle School Sickbay Kimberly Sickbay Upington Sickbay

North West	Potchefstroom Sickbay Zeerust Sickbay
Free State	Kroonstad Sickbay
Eastern Cape	Umtata Sickbay
Military Health Base Depot	Pharmaceutical Depot
1 Military Hospital	Military H
2 Military Hospital	Military H

Abbreviations used in table:

AAH = Association Academic Hospital

CHC = Community Health Centre

DC = District

L/A = Local Authority

PHC = Primary Health care

N.B Community service pharmacists may rotate to health centres and clinics attached to each facility listed above.


DR ME TSHABALALA-MSIMANG

MINISTER OF HEALTH

DATE: 12-03-2004

HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)**LIST OF APPROVED FACILITIES FOR THE PURPOSES OF PERFORMING
COMMUNITY SERVICE CLINICAL PSYCHOLOGISTS IN THE YEAR 2005**

The Minister of Health has, in terms of regulation 5.1 of the Regulations relating to Performance of Community Service by Persons Registering in terms of the Health Professions Act, 1974 (Act No. 56 of 1974), listed the following approved facilities for purposes of the profession of clinical psychologists

PROVINCE	Region (District)	FACILITY
DEPARTMENT OF HEALTH – PUBLIC HEALTH FACILITIES		
EASTERN CAPE	Emalahleni	Glen Grey H
	Amahlathi Local Service Area	Ethekwini sub-district (Bisho) King Williams Town Cathcart H S S Gida H Keiskamahoeck

Port Elizabeth Metro	Empilweni H Nelson Mandela Metro District (Port Elizabeth/Uitenhage)
Maletswai Local Service	Steynsburg H Burgersdorp H Aliwal H District H
Umzimkhulu	Umzimkulu H Rietvlei H
Mhlontlo Subdistrict (QUMBU)	Nessie Knight H
Elundini	Tayler Bequest
District Office Fort Beaufort	Victoria Hospital-Alice
Inxuba yethemba (CRADOCK)	Cradock Community Services Middleburg, Wilhelmstahl H Cradock H
East London	Frere H, East London Nompumelelo
Mquma	Thafalofefe
Biana	St Patrick's Hospital, Bizana East Cape
Umtata	All Saints H
Libide	Bambisana H Canzibe H
Port StJohns Health Centre	Port St Johns Health Centre
Nyandeni	Isilimela H

FREE STATE	XHARIEP DISTRICT: DC 16	Diamond H Complex
	MOTHEO DISTRICT: DC 17	National H Complex Pelonomi H
	LEJWELEPUTSWA DISTRICT: DC 18	Bongani H
	THBO MAFUTSANYANE DISTRICT: DC 19	Dihlabeng H Mofumadi / Manapo / Mopeli H Complex
	NORTHERN FREE STATE DISTRICT: DC 20	Boitumelo H
GAUTENG	A (CENTRAL WITS & WEST RAND)	Chris Hani Baragwanath H Coronation H Ga-Rankuwa H Germiston H Helen Joseph H Heidelberg H Johannesburg H Kalafong H Mamelodi H Natalespruit H Pholosong H Pretoria West H Pretoria Academic H Sizwe H Sterkfontein H South Rand H Tambo Memorial H Tara H Moross H Tembisa H Weskopies H Masakhane Prov Laundry Edenvale H Far East Rand H Carltonville H Wits Oral Dental H Dr Yuusuff Dadoo

Region B Ekurhuleni	Andries Raditsela H Daveyton Extension Daveyton Main Clinic Duduza Clinic Empilisweni First Avenue Geluksdal Kingsway KwaThema Lethabong Mary Moodley Masichaba Nigel Paynewille Phillip Moyo Rockville Simunye Tsakane White City Zamane
Sedibeng	Empilisweni Johan De Boitumelo Helga Kuhn Sebei Motsoeneng Sharpville Mou Jiohan Heyns Boipatong Mou Levae Mbatha Devon Heidelberg Pontshong
Region C	Adelaide Tambo Bophelong Laudium CHC Mandisa Shiceka PTA North Refilwe Sukulum Sedibeng
Central Sub- District	Eersterust Holani Skinner Street Clinic Stanza Bopape
Northern Sub-district	Boikhutsong Soshanguve Clinic Soshanguve Clinic 2

MPUMALANGA	ENKANGALA	Philadelphia H Middelburg H Complex Witbank H Mmamethlake H KawMhlanga Groblersdal Delmas
	EASTVAAL	Ermelo H Embhuleni H Piet Retief H Bethal H Standerton H Amajuba Elsie Ballot Carolina H Evander H
	EHLANZENI	Rob Ferreira H Themba H Shongwe H Sabie Lydenburg Matibidi Barberton Tonga
KWA-ZULU NATAL	Ugu (DC 21)	Ugu Complex <ul style="list-style-type: none"> • Port Shepstone H • Murchison H • Clinics and CHC in the District St Andrews H GJ Crookes H
	DC 22(Umgungundlovu)	PMB Metro Complex <ul style="list-style-type: none"> • Edendale H • Northdale H • Grey's H Midlands Complex (Townhill, Fort Napier, Umgeni H)
	DC 23 (Uthukela)	Ladysmith Complex <ul style="list-style-type: none"> • Ladysmith H • Emmaus H Estcourt H

DC 25(Amajuba)	Madadeni Complex <ul style="list-style-type: none"> • Madadeni H • Newcastle H
DC 26 (Zululand)	Benedictine Complex <ul style="list-style-type: none"> • Benedictine H • Ceza H • Nkonjeni H Vryheid H
DC 24 (Umziyathi)	Charles Jonhson Memorial Complex <ul style="list-style-type: none"> • CharlesJonhson Memorial H • Dundee H Church of Scotland Greytown H
DC 27 (Umkhanyakude)	Bethesda Complex <ul style="list-style-type: none"> • Bethesda H • Manguzi H • Mosvold H • Mseleni H • Hlabisa H
DC 29 (Ilembe)	Stanger H
DC 28(Uthugulu)	Eshowe H Ngwelezana Complex <ul style="list-style-type: none"> • Ngwelezana H • Empangeni H
DC 43 (Sisonke)	E.G. and Usher Memorial Complex <ul style="list-style-type: none"> • E.G. and Usher Memorial H • Tayler Bequest H
Ethekweni	Ethekweni Complex <ul style="list-style-type: none"> • Clairwood & Wentworth H • R K Khan H • Prince Mshiyeni H Mahatma Gandhi Memorial H

LIMPOPO	Capricon	Botlokwa H Helen Franz H Knobel H Lebowakgomo H Seshego H Zebediela H
	Vhembe	Donald Frazer Elim Louis Trichardt Malamulele Messina Siloam Tshilidzhini
	Mopani	Dr CN Phathudi H Duiwelskloof H Kgapanne H Letaba H Maphutha Malatji H Nkhensani H Phalaborwa H Van Velden H
	Botlhabela	Mapulaneng H Sekororo H Tintswalo H
	Waterberg	Elisras H FH Odendaal H George Masebe H Mokopane H Mookgopong H Thabazimbi H Voortrekker H Warmbaths H Witpoort H
	Sekhukhune	HC Boshoff H Jane Furse H Matlala H Mecklenburg H St Ritas H
	Tertiary Complex	Mankweng H Polokwane H
NORTH WEST	Southern Health Region	Klerksdorp District/ Klerksdorp/Tshepong H Complex Wolmaranstad District/Nic Bodenstein H Potch District H Ventersdorp District H Complex
	Central Health Region	Mafikeng / Setlagobi Districts Mafikeng General Bophelong H Complex/ Gelukspan H

		Lichtenburg Distract Gen de la Ray Thusong H Complex
		Delareyville District* / hosp Sannieshof / Ottosdal H Complex
		Zeerust District* Zeerust Lehurutse H Complex
	Bojanala Health Region	Rustenburg D/ Rustenburg Provincial Hospital/ Koster and Swartugens Hospital Complex/ Kgetleng Rivier District
		Brits D/ H
		Moretele District / Jubilee H
		Odi D H
		Mogwase District*/ George Stegmann/ Moreteleletsi H Complex
	Bophirima Health Region	Vryburg District / Stella / Vryburg H Complex
		Schweizer-Reneke District / Hospital Lekwa Teemane District Christiana/ Bloemhof H Complex*
		Ganyesa District*/ Hospital Bophiri Molopo Distr* Bray Piet Plesis Hosp Complex
		Kudumane District*/ Tswaragano Hospital
		Taung District*/ Hospital
	WESTERN CAPE	
	METRO REGION	Eerste River New Somerset H GF Jooste H Victoria H Karl Bremer H Hottentots Holland H Falsebay H Metro CHSO's Westfleur H Mowbray Maternity H Emergency Medical Service
	ACADEMIC	Groote Schuur Red Cross H Tygerbrg H
	APH REGION	Alexandra H Valkenberg H Stikland H Lentegeur H

	WEST COAST/ WINELANDS REGION	Paarl H Stellenbosch H Swartland H Vredenburg H Radie Kotze H Citrusdal H Clanwilliam H Vredendal H
	LAND OVERBERG REGION BEN DONGES CLUSTER	Eben Dongesaarl H Ceres H Robertson H Bredasdorp H Hermanus H Swellendam H Caledon H Tous Rivier H Montagu H
NORTHERN CAPE	Siyanda	Kenhart CHC OlifantshoekCHC Groblershoop CHC Rietfontein CHC Danielskuil CHC Askham CHC Uppington H Kakamas H Keimoes H Postmansburg H
	Karoo	Vosburg CHC Noupoort CHC Richmond H Hopetown H Carmavon H De Aar H Prieska H Griekwastad H Victoria West H Douglas H Colesburg H
	Frances Baard	Galeshwe Day H Jan Kempdorp H Hartswater H Warrenton H Barkly West H
	Kgalagadi	Kuruman H & Clinics
	Namaqualand	Port Nolloth CHC Brandvlei CHC Loeriesfontein CHC Sutherland CHC Franzburg CHC Pofadder CHC Garies H Springbok H Calvinia H

Kimberley	Kimberley H Complex
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DEPT OF CORRECTIONAL SERVICES	North West	Klerksdorp
		Rooigrond
	Free State	Kroonstad
		Groenpunt
	Eastern Cape	St Albans Maximum
		St Albans Medium B
		Port Elizabeth
		East London
		Umtata
	Western Cape	Pollsmoor
		Malmesbury
		Drankenstein
		Voorberg
	Kwa-Zulu Natal	Durban Westville
		Ekuseni
		Pietermaritzburg
	Northern Cape	Kimberley
		Upington
	Gauteng	Pretoria
		Zonderwater
DEPT OF SAFETY AND SECURITY		Leeuwkop
		Johannesburg
		Boksburg
		Krugersdorp
	Gauteng	Jphannesburg
	North West	Potchefstroom
	Free State	Bloemfontein
	Limpopo	Polokwane
	Mpumalanga	Middelburg
SAMHS	Kwa-Zulu Natal	Durban
	Western Cape	Cape Town
	Northern Cape	Kimberley
	Eastern Cape	Bisho
	Gauteng	Wonderboom
		Doornkop
		East Rand
	Western Cape	9 SAI
		Youngsfield
		Langebaan
	Free State	Bloemfontein
		Kroonstad
	MPUMALANGA	Middelburg
		Nelspruit
	NORTH WEST	Potchefstroom
		Mafikeng
	Northern Cape	Kimberley
		Lohatla

LIMPOPO	Louis Trichardt
	Phalaborwa
EASTERN CAPE	Port Elizabeth
	Grahamstown
	Umtata

Abbreviations used in table:

D - District

CHC - Community Health Centre

CHSO - Community Health Service Organization

H - Hospital

N.B Community service clinical psychologists may rotate to health centres and clinics attached to each facility listed above.



DR M E TSHABALALA-MSIMANG
MINISTER OF HEALTH

DATE: 12-03-2004

**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING**

No. R. 411

2 April 2004

**DESIGNATION OF COMMISSIONERS OF OATHS IN TERMS OF SECTION 6 OF
THE JUSTICES OF THE PEACE AND COMMISSIONERS OF OATHS ACT, 1963
(ACT NO. 16 OF 1963)**

I, Penuell Mpapa Maduna, Minister for Justice and Constitutional Development, under section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963), hereby amend Government Notice No. 903 of 10 July 1998, as set out in the Schedule.

SCHEDULE

Definitions

1. In this Government Notice, "the Notice" means Government Notice No. R. 903 of 10 July 1998, as amended by Government Notice Nos. R. 1687 of 24 December 1998, R. 950 of 6 August 1999, R. 1317 of 12 November 1999, R. 1510 of 24 December 1999, R. 1511 of 24 December 1999, R. 847 of 14 September 2001, R. 515 of 22 April 2002, R. 211 of 14 February 2003, R. 401 of 28 March 2003, R. 402 of 28 March 2003, R. 623 of 16 May 2003, R. 624 of 16 May 2003, R. 942 of 4 July 2003, R. 943 of 4 July 2003, R. 947 of 4 July 2003 and 21 November 2003.

Insertion of item after item 46 in the Schedule to the Notice

2. The following item is hereby inserted after item 46 in the Schedule to the Notice:

"46A. PricewaterhouseCoopers Forensic Services (Pty) Ltd:

Director, Associate Director, Manager and Consultant."

A handwritten signature in black ink, appearing to read 'P. M. Maduna', with a large, stylized initial 'P'.

P. M. MADUNA,

Minister for Justice and Constitutional Development

No. R. 411**2 April 2004****AANWYSING VAN KOMMISSARISSE VAN EDE INGEVOLGE ARTIKEL 6 VAN
DIE WET OP VREDEREGTERS EN KOMMISSARISSE VAN EDE, 1963 (WET NO.
16 VAN 1963)**

Ek, Penuell Mpapa Maduna, Minister vir Justisie en Staatkundige Ontwikkeling, kragtens artikel 6 van die Wet op Vrederegters en Kommissaris van Ede, 1963 (Wet No. 16 van 1963), wysig hierby Goewermentskennisgewing No. 903 van 10 Julie 1998, soos in die Bylae uiteengesit.

BYLAE**Woordomskrywing**

1. In hierdie Goewermentskennisgewing beteken "die Kennisgewing" Goewermentskennisgewing No. R. 903 van 10 Julie 1998, soos gewysig deur Goewermentskennisgewings Nos. R. 1687 van 24 Desember 1998, R. 950 van 6 Augustus 1999, R. 1317 van 12 November 1999, R. 1510 van 24 Desember 1999, R. 1511 van 24 Desember 1999, R. 847 van 14 September 2001, R. 515 van 22 April 2002, R. 211 van 14 Februarie 2003, R. 401 van 28 Maart 2003, R. 402 van 28 Maart 2003, R. 623 van 16 Mei 2003 en R. 624 van 16 Mei 2003, R. 942 van 4 Julie 2003, R. 943 van 4 Julie 2003, R. 947 van 4 Julie 2003 en 21 November 2003.

Invoeging van item na item 46 in die Bylae van die Kennisgewing

2. Die volgende item word hierby na item 46 van die Bylae tot die Kennisgewing ingevoeg:

"46A. PricewaterhouseCoopers Forensic Services (Pty) Ltd:

Direkteur, Geassosieerde Direkteur, Bestuurder en
Konsultant."

A handwritten signature in black ink, appearing to read 'P. M. Maduna', with a stylized, cursive script.

P. M. MADUNA

Minister van Justisie en Staatkundige Ontwikkeling

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 394****2 April 2004****LABOUR RELATIONS ACT, 1995****COMMERCIAL DISTRIBUTIVE TRADE BARGAINING COUNCIL, KIMBERLEY:
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 Commercial Distributive Trade Bargaining Council, Kimberley 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 05 April 2004 and for the period ending 30 September 2007.

M.M.S. MDLADLANA
MINISTER OF LABOUR

WET OP ARBEIDSVERHOUDINGE, 1995**KOMMERSIËLE DISTRIBUSIEBEDRYF BEDINGINGSRAAD, KIMBERLEY:
UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby dat ingevolge artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, die kollektiewe ooreenkoms in die Bylae, wat aangegaan is in die Kommersiële Distribusiebedryf Bedingingsraad, Kimberley, bindend is in terme van artikel 31 van die Wet op Arbeidsverhoudinge, 1995, op die partye tot die ooreenkoms en op die ander werkgewers en werknemers in daardie nywerheid wat nie partye tot die ooreenkoms is nie, vanaf 05 April 2004 tot 30 September 2007.

M.M.S. MDLADLANA
MINISTER VAN ARBEID

Nota: 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing, is op aanvraag beskikbaar by die Bedingingsraad.

SCHEDULE**COMMERCIAL DISTRIBUTIVE TRADE BARGAINING COUNCIL, KIMBERLEY****AGREEMENT**

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

Kimberley Commercial Employer's Association

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

National Union of Distributive And Allied Workers

and the

South African Commercial, Catering and Allied Workers' Union

(hereinafter referred to as the "employees" or the "trade union", of the other part, being the parties to the Commercial Distributive Trade Bargaining Council, Kimberley –

ARRANGEMENT OF AGREEMENT

1. SCOPE OF APPLICATION OF AGREEMENT
2. PERIOD OF OPERATION OF AGREEMENT
3. DEFINITIONS
4. REMUNERATION
5. HOURS OF WORK
6. PAID LEAVE AND SICK LEAVE
7. MATERNITY LEAVE

CHAIRPERSON AB CHRISTIANS :

V/CHAIRPERSON LH SMITH :

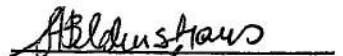
SECRETARY PR SERFONTEIN :





8. TERMINATION OF EMPLOYMENT
9. CERTIFICATE OF SERVICE
10. ADMINISTRATION OF AGREEMENT
11. INTEREST ON LATE PAYMENT
12. RESOLUTION OF DISPUTES
13. EXEMPTIONS
14. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL
15. EXHIBITION OF AGREEMENT
16. EXPENSES OF THE COUNCIL
17. AGENTS
18. OUTWORK
19. COLLECTION OF TRADE UNION SUBSCRIPTIONS
20. PENSION SCHEME

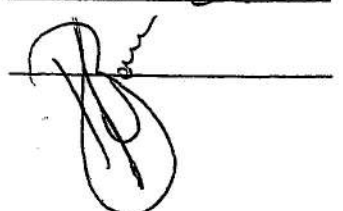
CHAIRPERSON AB CHRISTIANS :



V/CHAIRPERSON LH SMITH :



SECRETARY PR SERFONTEIN :



1. SCOPE OF APPLICATION OF AGREEMENT

1.1 The terms of this Agreement shall be observed in the municipal area of Kimberley –

- (a) by all employers and employees who are members of the employers' organisation and the Trade Union, respectively;
- (b) in the Commercial Distributive Trade.

1.2 Notwithstanding the provisions of sub-clause (1) (a), the terms of this Agreement shall not apply to –

- (a) non-parties in respect of Clauses 1 (1) (a), 2, 14, and 17 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date fixed by the Minister of Labour in terms of Section 32 of the Labour Relations Act 66 of 1995, and shall remain in force until 30 September 2007.

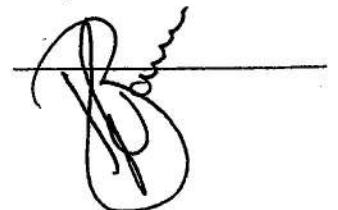
3. DEFINITIONS

Any expression used in this Agreement, which is defined in the Labour Relations Act 66 of 1995, shall have the same meaning as in the Labour Relations Act 66 of 1995; any reference to an Act or Regulation shall include any amendment of such Act or Regulation and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context-
"act" means the Labour Relations Act 66 of 1995;

"adult" means a person of the age of 18 years and over;

"alternate" means a person appointed to act on behalf of a representative to the Council;

SECRETARY PR SERFONTEIN :



"alteration hand" means an employee who is engaged in altering or renovating any article of clothing;

"assembler" means an employee who is engaged in assembling bicycles or mechanical or electrical devices or appliances or any components thereof as a whole or in part from ready made parts, which include –

- (a) truing bicycle wheels or making final adjustments to an assembled bicycle;
- (b) adjusting precision bearings, chains or built-up wheels or setting and tightening spokes;

and for the purpose of this definition, the expression **"bicycle"** means a bicycle, a tricycle and a delivery tricar propelled by hand or foot and includes a perambulator, or go-cart, a scooter, an express wagon, a pedal car and any other similar child's wheeled vehicle or toy propelled by hand or foot;


"auditor" means the auditor appointed from time to time in terms of clause 19.5 of the Constitution;

"cashier" means an employee who receives payments on behalf of the employer for products or services, issues receipts for payments, deposits payments in the employer's elected bank account, or performs any other activities relating to payments;

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V/CHAIRPERSON LH SMITH :

SECRETARY PR SERFONTEIN :



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"CCMA" means the Commission for Conciliation, Mediation and Arbitration as established by Section 112 of the Act;

"clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes a telephone switchboard operator and an operator of a machine used for accounting and calculating purposes or a punch card machine, and who may receive money in the establishment and account for such money, and who may issue receipts and deposit money in a bank, perform other tasks relating to the accounting for money, pay wages and arrange for the withdrawal of money from a bank, and includes a dispatch clerk; but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work;

"Commercial Distributive Trade" means the Trade in which employers and employees are associated for the purposes of conducting a shop and includes all operations incidental thereto carried on by such employers and their employees.

"council" means the Commercial Distributive Trade Bargaining Council, Kimberley;

"commercial traveller" means an employee, other than a demonstrator-salesman, a driver-salesman and an outside sales assistant, who as a travelling representative of an establishment invites, canvasses or solicits orders on behalf of such establishment and who may collect money;

"commercial traveller's assistant" means an employee who accompanies a commercial traveler and assists him in carrying, packing, unpacking or displaying his

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samples and who may drive the motor vehicle used by the commercial traveler the performance of his duties;

"constitution" means the Constitution for the Bargaining Council for the Commercial Distributive Trade;

"demonstrator-salesman" means an employee who is wholly or mainly engaged away from his employer's establishment in demonstrating machinery, implements, radios, refrigerators or other mechanical appliances, and who may sell such machinery, implements, radios, refrigerators or other appliances;

"dispatch clerk" means an employee who receives and/or checks goods into or from a store or warehouse or from departments for dispatch;

"displayer" means an employee who is wholly or mainly engaged in drawing, painting, making or preparing posters, placards, backgrounds, set pieces or window interior or exterior displays;

"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, 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;

"driver-salesman" means an employee, other than a commercial traveler or a driver who is engaged in driving a motor vehicle, who sells goods from such vehicle and who is responsible for the money received by him in respect of such sales and

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who, in addition, may accept orders;

"employers' organisation" means any number of employers associated together for the purpose, whether by itself or with other purposes, of regulating relations between employers and employees or Trade Unions.

"establishment" means any premises in or in connection with which any functions are conducted in the Commercial Distributive Trade;

"experience" means—

- (a) in relation to an alteration hand, the total period or periods of employment which an employee has had in any trade as an alteration hand, dressmaker, tailor or invisible mender;
- (b) in relation to a clerk, dispatch clerk, outside sales assistant, storeman, displayer or sales assistant, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk, dispatch clerk, outside sales assistant, storeman, store detective, displayer or a sales assistant: Provided that —
 - (i) any period or periods of employment in excess of three years in all or in one or two of these classes shall not be regarded as employment in any other of these classes;
 - (ii) any period or periods of employment which an employee has had as a supervisor shall be deemed to be employment as a sales assistant;

- (c) in relation to a commercial traveller, the total period or periods of

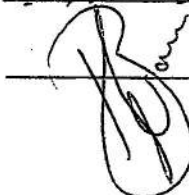
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employment which an employee has had as a commercial traveller in any trade;

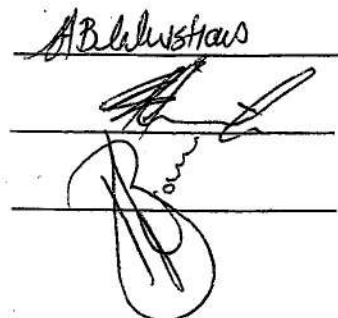
- (d) in relation to a clerical assistant, or a shop assistant, the total period or periods of employment which an employee has had as a clerical assistant, or a shop assistant in any trade: Provided that any period or periods of employment not exceeding two years which an employee has had as a clerical assistant or a shop assistant shall be deemed to be employment as a clerk, dispatch clerk, outside sales assistant, sales assistant, storeman or store detective, as the case may be; and includes in the case of an employee in any of the classes referred to who as an employer has performed the work of such class, the total period or periods during which such employees as an employer performed the work of such class: Provided that for the purposes of this definition, the expression "**employment**" shall be deemed to include any period in respect of which an employer, in terms of clause 5, pays an employee in lieu of notice and also any period or periods during which an employee is absent –

- (i) on leave in terms of clause 6;
- (ii) on maternity leave in terms of clause 7;
- (iii) on the instructions or at the request of his employer;
- (iv) with the consent or condonations of his employer;
- (v) for any other reason not being in breach of the contract of

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employment; amounting in the aggregate in any period of 12 months to not more than 10 weeks in respect of items (i), (ii), (iii), (iv) and (v).

"extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceed 16 000 kg;

"full time employee" means a person who is not under the age of sixteen and who does not work less than 45 hours per week or such shorter working week as may be applicable in any enterprise.

"general assistant" means an employee who is engaged in any one or more of the following activities;

- (a) Accompanying or assisting a driver but not driving the delivery vehicle;
- (b) accompanying or assisting a demonstrator-salesman and an outside sales assistant but not driving a motor vehicle or using tools independently;
- (c) affixing postage stamps to letters, parcels or other articles;
- (d) affixing printed or ready addressed labels onto bottles, bales, boxes or other packages;
- (e) assembling boxes from shooks by hand;
- (f) breaking up scrap metal, cutting up of scrap metal and melting scrap lead;
- (g) carrying or moving goods, otherwise than by means of a power driven device;
- (h) cleaning or plucking poultry;
- (i) cleaning, cutting, filleting, scaling or slicing raw fish;

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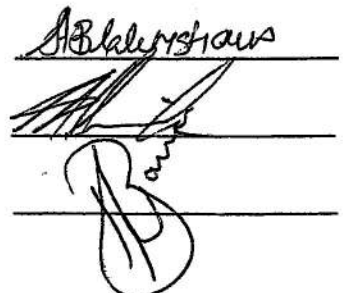
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- (j) collecting cash in the case of C.O.D sales or accepting written orders;
- (k) cutting by hand, in relation to goods sold in the establishments, paper, samples, linoleum, mats, curtain rods, netting wire, wire or other articles or commodities;
- (l) delivering or conveying letters, parcels, messages or goods by any means other than by a motor vehicle with an engine capacity exceeding 50 cc;
- (m) driving an animal drawn vehicle;
- (n) feeding in or drawing off from vats, tanks or other containers;
- (o) filling bins or dumb baskets with goods;
- (p) feeding or taking off from automatic or semi-automatic machines, moving belts or platforms;
- (q) filling, capping, corking or labeling bottles or other containers;
- (r) folding or enveloping mail;
- (s) grading eggs according to size;
- (t) hanging clothing, packages or other goods on rails or hooks or in gondolas, racks or shelves;
- (u) ironing;
- (v) loading or unloading vehicles;
- (w) making or maintaining fires or removing refuse or ash;
- (x) marking, branding or stenciling bales, tins, boxes or other packages by hand;
- (y) mending or altering second-hand clothing for sale;

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- (z) mixing by hand the ingredients of animal or poultry foods whose mass has been measured beforehand or otherwise predetermined;
- (aa) nailing or repairing boxes or crates;
- (ab) oiling or greasing machinery or vehicles, other than motor vehicles;
- (ac) opening or closing doors or windows or bales, boxes or other packages;
- (ad) operating an Addressograph or duplicating machine;
- (ae) operating any power-driven machine not specifically otherwise referred to in this clause;
- (af) operating a portable pump;
- (ag) packing articles for dispatch or delivery;
- (ah) packing, placing or stacking goods, other than arranging for display, on counters, gondolas, racks or shelves or in cabinets;
- (ai) repetitive marking of prices on goods by means of a rubber stamp or other marking devices, under supervision;
- (aj) repetitive mass-measuring or repetitive measuring; or mass-measuring for stock;
- (ak) setting up or dismantling corrugated or fireboard boxes or similar containers;
- (al) sorting bags, bottles, containers, packages, parcels or stencils;
- (am) tending, cleaning or feeding animals;
- (an) unpacking goods;

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(ao) using rubber or other stamps, involving no discretion;

(ap) wrapping parcels;

"gross combination mass" in relation to a motor vehicle means the maximum mass of any combination of motor vehicles, trailers or semi-trailers, of which such motor vehicle can form a part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

"gross vehicle mass" in relation to a motor vehicle means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

"handyman" means an employee who is engaged in any one or more of the following activities;

- (a) Effecting minor repairs or minor adjustments to machinery, plant or other equipment, being the property of his employer;
- (b) effecting minor repairs or minor adjustments to goods in which his employer deals;
- (c) effecting minor repairs or renovations to, or carrying out maintenance work on, buildings occupied by his employer;
- (d) fitting carpets or hanging curtains sold by his employer, in accordance with the customer's requirements; but who does not do work normally performed by an artisan or an alteration hand;

"hourly wage" means the weekly wage in respect of the employees for whom

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wages are prescribed in clause 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s) and (t) of this Agreement divided by 45, and for the purposes of this definition, weekly wage in relation to an employee employed in an occupation for which a monthly wage is laid down in this Agreement, means such monthly wage divided by four and one third;

"heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg;

"law" includes the common law;

"lift attendant" means an employee who is engaged in operating a passenger lift;

"light motor vehicle" means a motor vehicle of which the gross vehicle mass or gross combination mass does not exceeds 3 500 kg;

"LRA" means the Labour Relations Act No. 66 of 1995; including any amendments thereof and, the regulations promulgated there under;

"manager" means an employee who has overall—

- (a) supervision over;
- (b) responsibility for; and
- (c) direction of the activities, of one or more employees within an establishment.

"mechanical horse" means a motor vehicle designed or adapted to pull other vehicles and not to carry any load other than a trailer, semi-trailer or ballast resting on it, and does not include a tractor;

"medium motor vehicle" means a motor vehicle, the gross vehicle mass or gross

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combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg;

"Minister" means the Minister of Labour;

"minor" means a person under the age of 18 years;

"mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods;

"outside sales assistant" means an employee who for and on behalf of a retail establishment goes from office to office or from one private house to another to invite, solicit or canvass orders from persons for the supply of goods for their own use or consumption and who may collect money on behalf of his establishment;

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

"part-time employee" means an employee who may not be under the age of 16 years, who is employed by the same employer on not more than three days in any week.

"party" means the parties to this Agreement or any employers' organisation or any trade union that may at any time hereafter be members of this Council, for the time being;

"qualified" in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for such class, and conversely, **"unqualified"** means that his experience in his class does not entitle him

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to such highest rate;

"representative" means a person appointed by any party to represent such party on the Council;

"sales assistant" means an employee who in the course of selling or promoting the sale of goods inside any establishment—

- (a) ascertains from the customer the nature of the goods required and, where appropriate, the price he is prepared to pay;
- (b) demonstrates or discusses the qualities of the goods that satisfy the customer's requirements; and
- (c) advises the customer so as to enable him to reach a decision regarding the goods he intends buying; and who may —
 - (i) select goods in accordance with the customer's description;
 - (ii) supervise general assistants and shop assistants; and
 - (iii) determine quantities of goods required and order such goods from outside suppliers;

"secretary" means the Secretary of the Council appointed in terms of clause 19.1 of the Constitution;

"shop" means —

- (a) any premises or any part of any premises to which persons are invited or admitted for the purposes of purchasing, otherwise than by public auction,

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the goods displayed or offered therein for sale, or goods of the type so displayed or offered for sale;

- (b) any premises or part thereof in which the goods referred to in paragraph (a) are stored, unpacked or packed, or from which such goods are delivered or dispatched to persons referred to in the said paragraph purchasing such goods;
- (c) any premises in which goods are stocked and from which wholesale or retail orders are executed for the supply of such goods;
- (d) any immovable premises in or on which a manufacturer's representative carries on his business as such in or on which the goods for sale or samples of such goods are stored, displayed or kept; but does not include the business of a hawker or pedlar;


"shop assistant" means an employee who, under the general supervision of a sales assistant, supervisor, manager or employer in an establishment to which customers normally have access, performs any one or more of the following duties;

- (a) Attending customers by engaging in any one or more of the following activities:
 - (i) Indicating where goods for sale are to be found;
 - (ii) assembling goods in accordance with the customer's order;
 - (iii) accepting payment for goods sold;
 - (iv) accounting for payments by operating a till or writing out cash sales

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slips or entry dockets;

- (b) arranging for display goods intended for sale on display counters, gondolas, racks, rails or shelves or in display cabinets;
- (c) maintaining by in-store requisitioning, adequate supplies of goods for sale on counters, gondolas, racks rails on shelves or in cabinets;
- (d) assembling goods by bringing together goods in accordance with a written order, list or instruction;
- (e) mass-measuring, except in the case of item (ao) of the definition of **"general assistant"**,
- (f) writing out display tickets or price tickets; and who may, in relation to any of these duties or activities, give verbal instructions to general assistants;

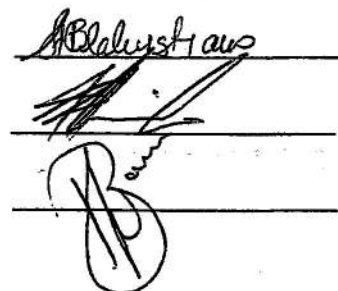
"store assistant" means an employee who, in an establishment to which customers normally have no access, under the supervision of, and subject to checking by a store man, dispatch clerk or a clerical assistant replenishes and marks stocks or assembles or dispatches goods, and who may pack or massmeasure goods for dispatch or delivery or mark or address packages or receive goods on delivery to the establishment, and for the purposes of this definition, the expression **"assembles goods"** means the bringing together of goods in accordance with a written order, list or instruction and may include the giving of verbal orders to a general assistant to fetch, carry, load or stack such goods;

"store detective" means an employee who during hours of business keeps an eye

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on the goods within an establishment to prevent pilfering, who follows the movements of suspected persons, who detains and interrogates such persons and who investigates the circumstances;

"store man" means an employee who is in charge of stores and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse and for delivering goods from a store or warehouse to departments for dispatch;

"supervisor" means an employee who is in supervisory control of five or more employees, other than general assistants, and who is responsible for the efficient performance, by them, of their duties;

"temporary employee" means a person who may not be under the age of 16 years, who is employed by the same employer for one continuous period only which shall not exceed 26 working days during any period of three consecutive months calculated from the date of the employment;

"tractor" means a motor vehicle, other than a mechanical horse, designed or adapted mainly to pull other vehicles and not to carry any load;

"trade Union" means an association of employees whose principal purpose is to regulate relations between employees and employers, including any employer's organisations.

"trailer" means a vehicle which is not self-propelled but designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer;

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"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that – if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

"watchman" means an employee, other than a security guard or a store detective, who is engaged in one or more of the following activities;

- (a) Guarding or protecting premises, buildings, structures, property (movable or immovable, including goods and trading stock);
- (b) patrolling premises, buildings, structures or property (movable or immovable);
- (c) handling dogs in the performance of any or all of the activities specified in (a) or (b) above;

CHAIRPERSON AB CHRISTIANS :

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4. REMUNERATION

- (1) No employer shall pay and no employee shall accept wages lower than the under mentioned for each class of employees:

	For 12 months after the publication of this Agreement		Thereafter	
	Per week	Per month	Per week	Per month
a. Alteration hand	225.00	974.00	240.00	1039.00
b. Assembler	214.00	935.00	231.00	1000.00
c. Cashier	237.00	1026.00	254.00	1099.00
d. Clerical Assistant	231.00	1000.00	247.00	1069.00
e. Clerk				
during the 1 st year	252.00	1091.00	269.00	1164.00
during the 2 nd year	273.00	1182.00	292.00	1264.00
thereafter	297.00	1286.00	317.00	1372.00
f. Commercial traveller				
during the 1 st year	339.00	1467.00	362.00	1567.00
thereafter	366.00	1584.00	391.00	1693.00
g. Commercial traveller's assistant	210.00	909.00	224.00	969.00
h. Demonstrator - Salesman				
during the 1 st year	252.00	1091.00	269.00	1164.00
during the 2 nd year	273.00	1182.00	292.00	1264.00
thereafter	294.00	1273.00	314.00	1359.00
i. Displayer				
during the 1 st year	258.00	1117.00	276.00	1195.00
thereafter	282.00	1221.00	301.00	1303.00
j. Driver of				
mobile hoist	231.00	1000.00	247.00	1069.00
light motor vehicle	231.00	1000.00	247.00	1069.00
medium motor vehicle	246.00	1065.00	263.00	1138.00
heavy motor vehicle	291.00	1260.00	311.00	1346.00
extra-heavy motor vehicle	351.00	1519.00	375.00	1623.00
k. Driver-Salesman of				
light motor vehicle	261.00	1130.00	279.00	1208.00
medium motor vehicle	291.00	1260.00	311.00	1346.00
heavy motor vehicle	321.00	1389.00	343.00	1485.00
extra-heavy motor vehicle	381.00	1649.00	407.00	1762.00
l. General Assistant				
first 6 months	177.00	766.00	189.00	818.00
thereafter	198.00	857.00	211.00	913.00
m. Handyman	276.00	1195.00	295.00	1277.00
n. Manager	450.00	1948.00	481.00	2082.00
o. Sales Assistant				
during the 1 st year	240.00	1039.00	256.00	1108.00
during the 2 nd year	261.00	1130.00	279.00	1208.00
thereafter	282.00	1221.00	301.00	1303.00
p. Shop and Store Assistant	228.00	987.00	243.00	1052.00
q. Store Detective	237.00	1026.00	253.00	1095.00
r. Store man				
during the 1 st year	261.00	1130.00	279.00	1208.00
thereafter	282.00	1221.00	301.00	1303.00
s. Supervisor	321.00	1389.00	343.00	1485.00
t. Watchman	219.00	948.00	234.00	1013.00

CHAIRPERSON AB CHRISTIANS :

V/CHAIRPERSON LH SMITH :

SECRETARY PR SERFONTEIN :

A. Blomstane

(2) **Part-time and temporary employees -**

Part-time and temporary employees shall be paid not less than the wages herein prescribed for an employee of the same category, length of experience of service, calculated in accordance with the hourly rate for the number of hours worked.

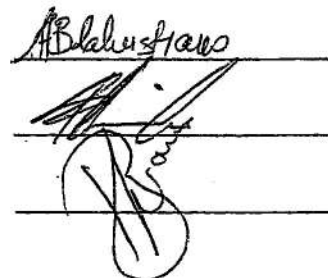
(3) **Payment of wages -**

- (a) (i) Wages shall be paid in cash or by means of electronic bank transfer monthly or weekly as prescribed or on termination of the contract of service, if this takes place before the ordinary pay-day of the employee.
- (b) No fines or deductions of any kind shall be made from an employee's wages or rates, other than the following:
- (i) Subject to the provisions of clause 6 (5), when an employee is absent from work, through no fault of his own or without making arrangements with the employer, a pro-rata amount of his wages for the period of such absence;
- (ii) levies in terms of clause 16 of this Agreement;
- (iii) any amount paid by an employer compelled or permitted by any law, ordinance or legal process to make payment on behalf of an employee;
- (iv) with the written consent of an employee, deductions for

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medical, insurance, provident and/or pension funds, membership of which is not compulsory in terms of any agreement of the Council;

- (v) with the written consent of an employee, an amount due to an employer for goods purchased from him by his employee;
- (vi) trade union subscriptions in terms of clause 19 of this Agreement;
- (vii) contributions to the Pension Scheme as prescribed in clause 20 of this Agreement;

(4) **Purchase of goods -**

An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him;

(5) **Differential rates -**

Where an employee is on any day employed on two or more classes of work for which different rates are prescribed, he will for the whole of such day be paid at the higher or highest rate laid down for the work on which he was employed.

(6) **Travelleling and subsistence allowance-**



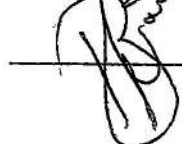
In addition to the wages prescribed in clause (4) (1) (f) and (4) (1) (g) an employer shall -

- (a) either reimburse his commercial traveller/commercial travellers' assistant for all expenses necessary incurred by him for meals and

CHAIRPERSON AB CHRISTIANS :

V/CHAIRPERSON LH SMITH :

SECRETARY PR SERFONTEIN :

accommodation for himself during the course of any journey, undertaken in course of his duties or pay him a reasonable amount in respect of each night spent away from his headquarters in the performance of such duties; and

- (b) (i) pay all reasonable transport expenses incurred by the traveler / salesman in the performance of his duties; or
- (ii) when requiring or permitting a traveller/salesman to use his own car in the performance of his duties, pay a reasonable amount per kilometer for every kilometer traveled in such car in connection with such duties;
- (c) When requiring or permitting any other class of employee to use his own car in the performance of his duties, pay such employee an amount per kilometer based on AA terms for every kilometer travelled in such car in connection with such duties;

Provided that for the purposes of this sub-clause, the expression "**night**" means the period between 18H00 and 06H00.

(7) **Increment date -**

If any increment is due to an employee in terms of sub-clause (1) of this clause it shall be payable as from the anniversary date of his employment in any given year.

- (8) Nothing in this Agreement shall operate to reduce the wage which was being

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paid to an employee at any time prior to or at the date of commencement of this Agreement.

(9) **Commission on sales -**

An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement shall be aside from and in addition to the wage prescribed in sub-clause (1) for an employee of his class and experience.

5. **HOURS OF WORK**

(1) Save as provided in sub-clauses (2) and (4) of this clause, an employee employed in any of the occupations referred to in clause 4 (1), (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o) (p), (q), (r), (s) and (t), shall not be required to work in excess of 45 hours per week, arranged as follows:

(a) For more than eight hours on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, nor shall an employer permit work to commence before 07H00 or terminate after 18H00 on such days;

(b) for more than five hours on Saturdays, nor shall an employer permit work to commence before 07H00 or subject to sub-clause (11), terminate after 13H00 on such days: Provided that an employee's ordinary hours of work in terms of sub-section (1) may by agreement be extended by up to fifteen minutes in a day but not more than 60

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minutes in a week to enable an employee who's duties include serving members of the public to continue performing those duties after the completion of ordinary hours of work;

(2) Subject to clause 5 (3) an employer may by agreement for the purpose of stock-taking or other special work, require or allow an employee to work in excess of the hours specified in sub-clauses (1) (a) and (b) and (5) of this clause: Provided that -

- (i) such excess working hours shall not exceed three hours in any one day or 10 hours in any one week.
- (ii) it shall be unlawful to extend such hours into a Sunday or public holiday without permission first being obtained from the Bargaining Council.
- (iii) with overtime included an employee may not work for more than 12 hours a day.

(3) **Overtime** – All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (5) of this clause shall be deemed to be overtime, which shall be recorded in a register by the employer.

(4) **Payment for overtime** – Every employee shall be paid not less than one and a third times the hourly wage actually paid to him for each hour or part thereof of overtime worked from Monday to Friday, and one and a half times such hourly wage for each hour or part thereof of overtime worked on Saturday.

An employer must pay an employee who works on a Sunday double the

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employee's wage for each hour worked. Such payment shall be made not later than the first ordinary pay-day of the employee following the date of working of such overtime.

- (5) An employer shall not employ an employee for more than five hours continuously without an uninterrupted interval of at least one hour on any day.

(6) **Rest interval -**

An employer shall grant to each of his employees, a rest interval of not less than 15 minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be deemed to be part of the ordinary hours of work.

6. PAID LEAVE AND SICK LEAVE

- (1) Every employee shall be paid for all public holidays during his period of service.
- (2) An employee, other than a parttime and a temporary employee, shall be granted annual leave as follows:
- (a) in the case of an employee of the classes referred to in clause 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (m), (n), (o), (p) and (s);
- who has had up to one year employment with the same employer in such classes, 21 consecutive days on full pay;

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- who has had more than two consecutive years employment and up to and including nine consecutive years employment with the same employer in such classes 24 consecutive days on full pay;
 - who has had more than nine consecutive years employment with the same employer in such classes, 28 consecutive days on full pay;
- (b) in the case of an employee of the classes referred to in clause 4 (1) (j), (k), (l), (m), (o), (q), (r) and (t), who has completed one or more years' employment with the same employer in such classes, 21 consecutive days on full pay; Provided that:
- (i) by mutual agreement between the employer and the employee, such leave may be accumulated by the employee and taken in a consecutive period after six months' continuous service;
 - (ii) the employer may fix the time of leave for the different employees with the reasonable regard to the exigencies of his business;
 - (iii) unless the employer shall have granted to any employee his period of leave at an earlier date, the said leave shall be granted so as to expire within four months of the expiration of any one year or two years' continuous service, as the case may be;

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- (iv) annual leave and sick leave shall not run currently, nor shall annual leave or sick leave run currently with any period of notice of termination of employment in terms of clause 8, and
- (v) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of absence on full pay.
- (c) In the case of part-time and temporary employees:
- One hour of annual leave on full remuneration for every seventeen hours on which the employee worked or was entitled to be paid;
- One day of annual leave on full remuneration for every seventeen days on which the employee worked or was entitled to be paid.
- (3) Should the service of an employee be terminated during the first year or during the currency of any subsequent year of service, the employer shall pay the employee upon termination of employment in respect of any period for which the employee has not been given leave—
- (a) in the case of an employee of the classes referred to in clause 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (n), (o), (p) and (s);
- who has had up to and including two years' employment with the same employer in such classes, one-seventeenth of a week's pay, at the remuneration which the employee was receiving when notice of termination of service was given, for each

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completed week of service;

- who has had more than two and up to and including nine consecutive years' employment with the same employer in such classes, one fifteenth of a weeks' pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;

- who has had more than nine consecutive years' employment with the same employer in such classes, one twelfth of a weeks' pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;

- (b) in the case of an employee of the classes referred to in clause 4 (1) (j), (k), (l), (m), (q), (r) and (t), one seventeenth of a weeks pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;

Provided that: for the purpose of this sub-clause, no payment shall be due where such period of service is less than one month.


- (4) For the purposes of this clause, each year of an employee's service for which he will be entitled to leave shall be deemed to be each period of 12 months calculated from the date of entering his employer's service.

- (5) When an employer requires or permits his employee to take leave before

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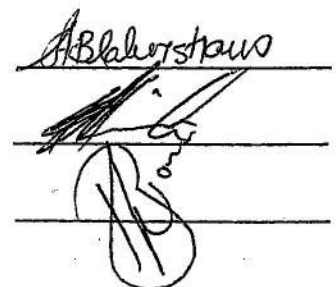
expiration of the 12 months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 4, shall pay such employee in respect of such leave an amount of not less than that which the employee would normally accrue: Provided that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of his proviso, the employer may set off against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination of his services, if leave had not been granted to him in terms of sub-clause (3).

- (6) (a) Subject to the provisions of paragraph (b), an employer shall grant to his employee, who is absent from work through incapacity not less than 36 work-days' sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, plus any sick leave accumulated in terms of paragraph (c) and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided that –
- (i) in the first six consecutive months of employment an employee is

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entitled to one day's paid sick leave for every 26 days worked.

- (ii) where in the first 12 consecutive months of employment an employee is absent owing to incapacity for a period in excess of any sick leave accrued in terms of paragraph (i) at the time of such incapacity, his employer shall, if he has not previously done so, at the expiration of the first cycle of 36 consecutive months of employment with him or on termination of employment before such expiration, pay the employee in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken;
- (iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

(b) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work -

- (i) for more than two consecutive days; or
- (ii) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday;
- require the employee to produce a certificate signed by a

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registered medical practitioner or any registered medical nursing sister stating the nature and duration of the employee's incapacity: Provided that, when an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may, during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence.

- (c) An employer shall permit an employee in this third cycle of 36 consecutive months' employment with the employer to take, in that cycle, in addition to the period of sick leave prescribed in paragraph (a), a third of any sick leave so prescribed but not taken in his second three year employment cycle, and to carry forward into his fourth and every succeeding such cycle, a third of the total of all sick leave so prescribed, but not taken, during all preceding cycles excepting the very first three year employment cycle: Provided that the total period of sick leave available to an employee during any one such cycle shall not exceed 78 working days: Provided that sick leave shall in every such cycle be granted in the first place from the number of days due in terms of paragraph (a) and only after all such days have been taken

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shall sick leave be granted from any available accumulated sick leave.

(7) An employer shall pay an employee to whom leave is granted, his wage for the period of leave not later than his last working day before the commencement of the said period.

(8) For the purposes of this clause -

(a) **"employment"** includes any period during which an employee -

- (i) is on leave in terms of sub-clause (2) of this clause; or
- (ii) is on sick leave in terms of sub-clause (6) of this clause; or
- (iii) is absent from work on the instructions or at the request of his employer; amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii), and any continuous employment which an employee has had with the same employer immediately before the date of commencement of this Agreement shall, for the purposes of this clause, be deemed to be employment, and sick leave on full pay granted to such employee during such period shall for the purpose of this clause be deemed to have been granted under this Agreement;

(b) **"incapacity"** means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an

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accident for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993) shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.


7. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (2) An employee may commence maternity leave -
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to -

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- (a) commence maternity leave; and
 - (b) return to work after maternity leave.
- (6) Notification in terms of subsection (5) must be given—
- (a) at least four weeks before the employee intends to commence maternity leave or;
 - (b) if it is not reasonably practicable to do so, as soon as is reasonable practicably.

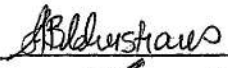


8. TERMINATION OF EMPLOYMENT

- (1) An employer or an employee, other than a parttime or temporary employee, who desires to terminate a contract of employment shall give -
- (a) one week's wages if the employee has been employed for six months or less;
 - (b) two week's wages if the employee has been employed for more than six months, but no more than one year;
 - (c) four week's wages if the employee has been employed for one year or more: Provided that such notice may be given in any day of the month or week effective from the 1st or the 15th day of the month: Provided further that this shall not effect the right of an employer or an employee to terminate the contract of employment for any good cause recognised by law as sufficient. Provided further that there was proper compliance with schedule 8 of the Labour Relations Act 1995.

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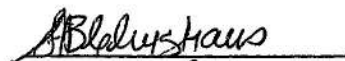
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- (2) An employer may pay an employee a salary for and in lieu of the prescribed period of notice.
- (3) In the event of an employee failing to give notice as provided for in sub-clause (1) hereof, he shall forfeit to his employer-
- (a) one week's wages if the employee has been employed for six months or less;
 - (b) two week's wages if the employee has been employed for more than six months but not more than one year'
 - (c) four week's wages if the employee has been employed for one year or more.
- (4) Notwithstanding anything to the contrary contained in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (4) hereof, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment. For the purposes of this sub-clause, any payment which may be due to an employee in terms of clause 5 (4) and clause 6 (3) and 6 (6) of this Agreement shall also be regarded as a benefit in the process of accrual.
- (5) The period of notice shall not run concurrently with nor shall notice be given during an employee's absence in sick leave or paid leave.

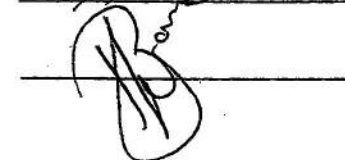
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- (6) An employee who leaves his employment without having given and served the period of notice prescribed in sub-clause (1), unless in failing to give such notice and to work during such period he was acting within his legal rights, shall, subject to clause 6 (5), not be entitled to any payment by virtue of this sub-clause.

9. CERTIFICATE OF SERVICE

- (1) An employer shall, without any charge, give a certificate of service to each of his employees at the time when he leaves the employer's service. The certificate shall show the employer's name and address together with the name, occupation, rate of pay and the actual wage received by the employee at the time of leaving, together with the dates of the employees' entering and leaving the service of the employer. The employer shall cause all such certificates to be numbered consecutively and shall cause a record to be kept containing the particulars of each certificates issued by him.

10. ADMINISTRATION OF AGREEMENT

The Council shall be the body for the administration of this Agreement and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

11. INTEREST ON LATE PAYMENT

The Council may, in its sole discretion, levy interest on the late payment of any

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contribution to any fund administered by the Council, up to a maximum of 15%.

12. RESOLUTION OF DISPUTES

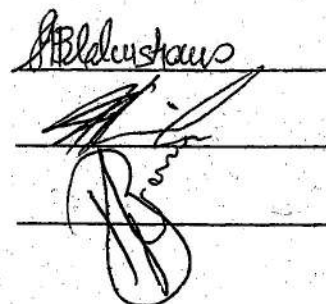
(1) Any dispute about the interpretation or application of this Agreement whether it be a dispute of right or a dispute of interest shall be referred to the Council and shall be resolved as follows:

- (a) It shall be referred in writing to the Council, which shall attempt to resolve the dispute through mediation using a suitably qualified mediator. Within seven days of such referral, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved.
- (b) If the Council fails to resolve the dispute or if any party is aggrieved to the Council's decision referred to in paragraph (a), it may within 7 days of the decision request that the dispute be referred to arbitration.
- (c) Should the dispute be referred to arbitration, the Council shall refer the matter to an accredited agency or person appointed by it in terms of section 52 of the Act, for the purpose of such arbitration. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall in his discretion, be entitled to make an award in respect of the parties' arbitration costs, in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding.

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13. EXEMPTIONS

(1) In terms of section 32 of the Labour Relations Act, No. 66 of 1995, the Council hereby establishes an Independent Body (the Independent Exemption Board) to consider applications for exemption from non-parties from any of the provisions of this Agreement for any good and sufficient reason.

(2) **Administrative Requirements -**

- (a) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Independent Exemption Board appointed by the Council.
- (b) The Secretary of the Council shall in the first instance place the applications for exemption on the Agenda of the next Council Meeting, for comment.
- (c) The Secretary of the Council shall provide the Independent Exemption Board with details of all applications for exemption.
- (d) The Independent Exemption Board shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or any objectors at its following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

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- (e) Once the Independent Exemption Board has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (f) When the Independent Exemption Board decides against granting an exemption or part of an exemption, requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.

(3) **Exemption conditions -**

All applications for exemption shall be substantiated, and such substantiation shall include the following details:

- (a) The period for which the exemption is required;
- (b) the Agreement and clauses or sub-clauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his employees, and their respective representatives. The responses resulting from such consultation, either in support of or against the application, are to be included with the application.

(4) **Exemption criteria -**

The Independent Exemption Board shall consider all applications for exemption with reference to the following criteria:

- (a) the written and verbal substantiation provided by the applicant;

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- (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the terms of exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the viewing of the exemption from any employee's benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
- (g) the extend to which the proposed exemption undermines collective bargaining and labour peace in the Commercial Distributive Trade.
- (h) any existing special economic or other circumstances which warrant the granting of the exemption;
- (i) reporting requirement by the applicant and monitoring and re-evaluation process; and
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

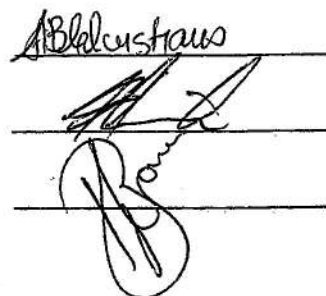
14. EMPLOYEE'S REPRESENTATIVES

Employee's representatives shall be given every facility by their employers to attend

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to their duties in connection with the work of the Council or work necessitated by the extension of this Agreement through promulgation.

15. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed a legible copy of this Agreement in any of the official languages in his shop in a conspicuous place where it is readily accessible to his employees.

16. EXPENSES OF THE COUNCIL

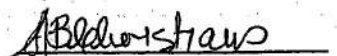
(1) For the purpose of the meeting the expenses of the Council, every employer shall deduct R 2.00 per month from the wages of each of his employees, and to the amount so deducted shall add an equal amount: Provided that the provisions of this clause shall not apply in respect of any employee who has worked for the same employer for not less than 12 days in any one month.

(2) All amounts due in accordance with the provisions of sub-clause (1) of this clause shall, together with a statement showing the number of employees employed and their occupations, be forwarded by the employer to the Secretary of the Council, PO Box 356, Kimberley, not later than the seventh day of each month.

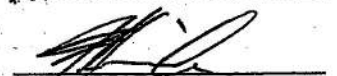
17. DESIGNATED AGENTS

(1) On application the Department of Labour shall appoint one or more specified persons as designated agents to assist in giving effect to the terms

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of this Agreement.

- (2) A designated agent may enter any establishment and may question any employer or employee and inspect the record of wages paid, leave granted, time worked and payment made for piece-work and overtime for the purpose of ascertaining whether all the terms of this Agreement are being observed.

18. **OUTWORK**

No employee shall solicit or take orders for or undertake work, for gain or otherwise, in the Commercial Distributive Trade, other than for his employer.

19. **COLLECTION OF TRADE UNION SUBSCRIPTIONS**

All employers, at the request of the trade union parties to the Agreement, shall deduct monthly from the wages of all members of such trade unions such subscriptions as are due by them: Provided that the trade unions shall supply to the employers legal stop orders signed by the employees from whose wages such deductions are to be made.

20. **PENSION SCHEME**



- (1) (a) The Pension Scheme for the Commercial Distributive Trade (hereinafter referred to as the "**Scheme**"), established in terms of the Agreement published under government Notice R 3255 of 12 September 1969, is hereby continued.

- (b) The object of the Scheme shall be to provide pension and life

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Insurance benefits in accordance with the Agreement entered into between the Council and a nominated Insurance Company or any subsequent amendments thereto mutually agreed upon between the Council and the said Company.

- (c) Copies of all documents containing detailed information of the Scheme and any amendments thereto shall be lodged with the Director-General, Department of Labour.

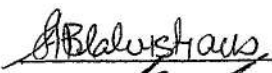


(2) **Membership -**

- (a) Subject to the provisions of paragraph (b) of this subclause, membership of the Scheme shall be compulsory for all employees, other than part-time and temporary employees, for whom wages are prescribed in clause 4 who have completed one month's employment in the Commercial Distributive Trade: Provided that the terms of this clause shall not apply to an employee who on 22 September 1969 was or thereafter becomes a participant in and member of any scheme providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of such employee, during such period only as such scheme continues to operate and both employer and employee are participants therein, if, in the opinion of the Council, the benefits which such scheme provides are on the whole

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not less favourable than the benefits provided by the Scheme. Employers shall notify the Council, in writing, of the existence of such pension and/or provident scheme within one month after the date of their entering into the Commercial Distributive Trade.

- (b) Every person for whom membership of the Scheme is compulsory in terms of paragraph (a) of this sub-clause shall complete an application form prescribed and supplied by the Council and lodge such completed form with the Secretary of the Council within one month of the date on which he enters or re-enters the Commercial Distributive Trade.

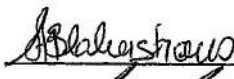


(3) **Contributions -**

- (a) Every employee to whom this clause applies shall on each payday contribute to the Scheme an amount based on 7% of the employee's pensionable monthly wage which amount shall be deducted by his employer from his monthly salary, and every employer to whom this clause applies shall add to the employee's contributions an equal amount.
- (b) No payment or deduction shall be made in terms of paragraph (a) hereof by an employer in respect of an employee who works less than 16 consecutive days for him in any month.
- (c) Where an employee is employed by two or more employers during the

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same month, the deduction and contribution in terms of paragraph (a) hereof for that month shall be made by the employer by whom he was employed during that month for not less than 16 consecutive days.


(d) The total amount so deducted from employees, together with the equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council not later than the seventh day of the month succeeding the month during which the deductions were made or required to be made, together with a statement showing the number and names of employees from whom deductions were made or required to be made.

(e) For the purposes of this sub-clause (3) (a) "**pensionable wage**" shall mean the total annual remuneration received by an employee, excluding commission or bonus.

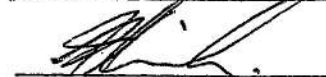
(4) **Administration -**

(a) The Scheme shall be administered by the Council or a Management Committee appointed by the Council, in accordance with rules approved by the Council. The Management Committee shall be appointed from amongst the representatives of the employers and the employees on the Council and their alternates and shall consist of an equal number of representatives of employers and employees. The rules of the Scheme shall not be inconsistent with this Agreement or the

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provisions of the Labour Relations Act, 1995 or any other Act.

- (b) The Council may at any time in terms of the Pension Fund Act make new rules and alter or repeal any existing rules. Copies of the rules in force and particulars of any amendments thereto shall be lodged with the Registrar of Labour Relations.
- (c) In the event of dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this clause and the trustee or trustees so appointed shall have all the powers vested in the Council for the purposes of this clause.

(5) **Indemnity -**

The members of the Council and its employees shall not be liable for any debts and liabilities of the Scheme and they are hereby indemnified by the Scheme against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

SIGNED AT KIMBERLEY, ON BEHALF OF THE PARTIES TO THE COUNCIL, THIS 28th DAY OF APRIL 2003.

AB CHRISTIANS, Chairperson



LH SMITH, Vice-Chairperson



PR SERFONTEIN, Secretary



No. R. 395

2 April 2004

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: EXTENSION OF MAIN COLLECTIVE AGREEMENT (METRO AREAS) TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdadlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 685 of 18 May 1998, R. 1661 of 18 December 1998, R. 312 of 12 March 1999, R. 1217 of 22 October 1999, R. 369 of 14 April 2000, R. 1033 of 27 October 2000, R. 90 of 1 February 2002, R. 1328 of 25 October 2002, R. 165 of 7 February 2003, R. 264 of 21 February 2003, R. 400 of 28 March 2003, R. 659 of 16 May 2003, R. 1178 of 15 August 2003 and R. 1321 of 26 September 2003, with effect from 05 April 2004.

M.M.S. MDLADLANA

Minister of Labour

No. R. 395

2 April 2004

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS (METRO AREAS) NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdadlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 685 van 18 Mei 1998, R. 1661 van 18 Desember 1998, R. 312 van 12 Maart 1999, R. 1217 van 22 Oktober 1999, R. 369 van 14 April 2000, R. 1033 van 27 Oktober 2000, R. 90 van 1 Februarie 2002, R. 1328 van 25 Oktober 2002, R. 165 van 7 Februarie 2003, R. 264 van 21 Februarie 2003, R. 400 van 28 Maart 2003, R. 659 van 16 Mei 2003, R. 1178 van 15 August 2003 en R. 1321 van 26 September 2003, met ingang van 05 April 2004.

M.M.S. MDLADLANA

Minister van Arbeid

No. R. 396

2 April 2004

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: EXTENSION OF MAIN COLLECTIVE AGREEMENT (METRO AREAS) TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdadlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appear in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 5 April 2004 and for the period ending 30 June 2005.

M.M.S. MDLADLANA

Minister of Labour

No. R. 396

2 April 2004

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS (METRO AREAS) NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdadlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal 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 5 April 2004 en vir die tydperk wat op 30 Junie 2005 eindig.

M.M.S. MDLADLANA

Minister van Arbeid

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL****MAIN COLLECTIVE AGREEMENT: METRO AREAS**

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

KwaZulu-Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

and the

Chemical Energy Paper Printing Wood and Allied Workers' Union

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

being the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal.

ARRANGEMENT OF AGREEMENT**CLAUSES:**

1. **SCOPE OF APPLICATION**
2. **PERIOD OF APPLICATION OF AGREEMENT**
3. **DEFINITIONS**
4. **PIECEWORK**
5. **INCENTIVE BONUS**
6. **OUTWORK**
7. **HOURS OF WORK**
8. **LIMITATION OF OVERTIME**
9. **SHORT TIME**
10. **PAYMENT OF REMUNERATION**
11. **PAYMENT FOR OVERTIME AND WORK ON PAID PUBLIC HOLIDAYS**
12. **EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED**
13. **HOLIDAYS AND HOLIDAY FUND**
14. **PROVISION OF TOOLS**
15. **EXEMPTIONS**
16. **EXPENSES OF THE COUNCIL**
17. **REGISTRATION OF THE EMPLOYERS AND EMPLOYEES**
18. **WORKING PARTNERS, MEMBERS OR DIRECTORS**
19. **EXHIBITION OF AGREEMENT**
20. **KEEPING OF RECORDS**
21. **TRADE UNION REPRESENTATIVES OF THE COUNCIL**
22. **ADMINISTRATION OF AGREEMENT**
23. (A) **ENFORCEMENT OF AGREEMENTS**
(B) **DISPUTES ABOUT INTERPRETATION OF THE AGREEMENT**
24. **TRADE UNION SUBSCRIPTIONS**
25. **MEMBERSHIP SUBSCRIPTIONS ~ KNFMA**
26. **WAGES**
27. **EMPLOYMENT OF MINORS**
28. **LEARNERS**

29. **FORENOON AND AFTERNOON INTERVALS**
30. **EMPLOYEES ENGAGED ON MORE THAN ONE OPERATION**
31. **ABATEMENT OF WAGES**
32. **TERMINATION OF CONTRACT OF EMPLOYMENT**
33. **PROHIBITED EMPLOYMENT**
34. **DISCIPLINARY AND GRIEVANCE CODES AND PROCEDURES**
35. **BASIS OF PAYMENT**
36. **HOURLY RATE**
37. **ULTRA VIRES**
38. **DRIVERS OF MOTOR VEHICLES**
 - (A) DEFINITIONS
 - (B) REMUNERATION
 - (C) PAYMENT OF REMUNERATION
 - (D) HOURS OF WORK
 - (E) OVERTIME
 - (F) PAYMENT OF OVERTIME
 - (G) REST PERIOD
 - (H) HOLIDAYS
 - (I) SICK LEAVE
 - (J) UNIFORMS
 - (K) CERTIFICATE OF SERVICE
 - (L) LOGBOOK
 - (M) CLAUSES NOT APPLICABLE TO DRIVERS
39. **ATTENDANCE BONUS**
40. **PAID SICK LEAVE**
41. **IN-HOUSE WAGE AGREEMENT**
42. **SHOP STEWARDS' LEAVE**
43. **MATERNITY LEAVE**
44. **COMPULSORY RETIREMENT AGE**
45. **CONCLUDING OF AGREEMENTS**
46. **FAMILY RESPONSIBILITY LEAVE**

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—
 - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed therein, respectively;
 - (b) in Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this agreement shall—
 - (a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement;
 - (b) apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder;
 - (c) not apply to professional, technical, administrative, sales and office staff: Provided that such employees are in receipt of regular remuneration in excess of the maximum rate prescribed in Schedule A of the Agreement, excluding paragraph (XXI), plus R35,00;

(d) not apply to managers, sub-managers, foremen and supervisory staff if such employees are in receipt of regular remuneration of not less than R40 920 per annum or, where the employer of such staff does not provide or maintain a registered pension or registered fund and a registered medical aid fund, R48 140 per annum. These limits shall be increased from year to year by the same percentages as the increases granted to employees earning the highest rate set out in Schedule A of this Agreement.

(3) Notwithstanding the provisions of subclauses (1) and (2), employers who carry on not more than one business within the scope of application of this Agreement and who employ less than five employees at all times in or in connection with such business, shall be entitled to the following phasing-in concessions: Provided that their employees consent to it:

PHASE ONE: First two years of registration:

During this period, the employer will be exempt from Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the first two years of resignation with the Council, shall be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

PHASE TWO: Third year of registration:

During this period, employees shall be remunerated at not less than 60% of the rate of pay prescribed in Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the third year of resignation with the Council, shall be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

PHASE THREE: Fourth year of registration:

During this period, employees shall be remunerated at not less than 75% of the rate of pay prescribed in Schedule A and clause 38B.

In addition, the contributions prescribed in clause 13 shall come into effect.

PHASE FOUR: Fifth year of registration:

During this period, employees shall be remunerated at not less than 90% of the rate of pay prescribed in Schedule A and clause 38B.

In addition, the Provident Fund and Mortality Benefit contributions as prescribed in the relevant Collective Agreements, as amended and extended from time to time, shall come into effect:

PHASE FIVE: From sixth year onwards:

All provisions of the Main Collective and Provident Fund and Mortality Benefit Association Collective Agreements as well as Schedule A, as amended and extended from time to time shall apply.

(4) The provisions of sub-clause (3) shall not apply where an employer has more than four employees in his employ at the date of coming into operation of this Collective Agreement and subsequently reduces this number of employees to fewer than five.

(5) The terms of this Agreement shall not apply to non-parties in respect of clauses 1(1)(a).

2. PERIOD OF OPERATION OF AGREEMENT

This Collective Agreement shall come into operation in respect of non-parties on such date as the Minister of Labour extends the Collective Agreement to non-parties and shall remain in force ending 30 June 2005.

3. DEFINITIONS

Any expressions used in this Agreement that are defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

“**Act**” means the Labour Relations Act, 1995 (Act No. 66 of 1995);

“**administrative staff**” means administrative and office employees not directly involved in the manufacturing or processing operations;

“**caretaker**” or “**watchman**” means an employee who is engaged in guarding premises or other property and/or goods;

“**casual labourer**” means an employee engaged for periods of less than 30 hours in any one week for the purpose of loading and unloading vehicles, stacking timber and cleaning premises only;

“**chargehand**” means a weekly paid employee who is in charge of the employees in a section or department of an establishment in which he is productively employed, who exercises control over such employees and who is responsible to management, under the general supervision of management, for the efficient performance by such employees of their duties;

“**Council**” means the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, registered or deemed to have been registered in terms of section 29 of the Act;

“**despatch clerk**” means an employee who is responsible for receiving goods from a store or from departments for despatch, and who may supervise the packing and/or assembling of such goods, the checking of packages and the mass measuring or addressing thereof;

"dowel knocker" means a person who knocks in wooden or metal dowels;

"establishment" means any premises where the Furniture Manufacturing Industry is carried on and includes any premises where a person is employed in any of the classes of work specified in this Agreement;

"foreman" and/or **"manager"** and/or **"sub-manager"** and/or **"supervisory person"** means an employee who is employed in a supervisory capacity and who, in the execution of his duties, which shall be related directly to the Furniture Manufacturing Industry—

- (e) manages an establishment or a department or subdivision thereof as his primary duty; and/or
- (f) customarily and regularly directs the work of other employees; and/or
- (g) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions or demotions; and/or
- (h) customarily and/or regularly exercises the discretionary powers; and
- (i) is paid a wage of not less than that prescribed for the highest-paid employee in this Agreement, excluding clause XXI of Schedule A, whether weekly or monthly; and
- (j) is paid in full, whether or not he completed the number of hours of work prescribed in this Agreement,

but excludes employees who are engaged in costing, designing, buying, planning, organising and/or controlling the duties of foremen and/or supervisors: Provided that in the absence of a foreman and/or supervisor, the employee referred to above shall be deemed to be the foreman or supervisor;

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or re-polishing, making of loose covers and/or cushions and/or curtains; and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering; wood machining, veneering, woodturning and carving in connection with the manufacturing and/or repairing of furniture, polishing and/or re-polishing of pianos or the manufacturing and/or staining, spraying and/or polishing and/or re-polishing of tea room, office, church, school, bar or theatre, furniture, and cabinets for musical instruments and radios, including the processes involved in the manufacturing of bedding, including all types of mattresses, spring mattresses, overlays, pillows, bolsters and cushions; and including the activities carried out in any premises where wood machining, woodturning and/or carving in connection with the production of furniture is carried on; and further includes the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and veneering of laminated blockboard or plywood doors used for furniture and all parts of materials used in the construction of furniture, and the manufacturing in a factory of all items listed in (a) to (g) hereunder and/or the parts or components thereof, whether or not such items are intended to be free-standing, built-in or attached to a building; but excluding the manufacturing of articles made principally of wicker, grass and/or cane and the manufacturing of metal furniture, including the manufacturing of metal bedsteads:

- (a) Dressers, cupboards, units for the housing of sinks and appliances, grocery cupboards, shelves, worktops, tables, chairs, benches and pelmets, all of which are for use in kitchens;
- (b) multipurpose cabinets — which can be used either singly or in combination with each other for various purposes, including kitchen dressers, kitchen cupboards and kitchen fittings;
- (c) headboards and pedestals for beds, dressing tables, bedroom cupboards, wardrobes and wall units;
- (d) other cabinets and cupboards;
- (e) counters, shelves and cupboards for use in bars;
- (f) the assembly in any building, of all types of furniture;
- (g) the repairing or remedying, in any building, of all types of furniture.

"hand sander" means a person who sandpapers by hand with a block;

"hourly rate" means, in the case of an employee other than a casual employee, his actual weekly wage, divided by 44 or such lesser number of hours ordinarily worked by the establishment;

"juvenile" means an employee under the age of 21 years;

"labourer" means an employee who performs any of the classes of work specified in clause XIII of Schedule A hereof;

"laminating" means joining together materials with an adhesive bond between flat faces, but excludes the joining together of tops, bottoms, shelves, doors and side panels;

"learner" means an employee serving under a written contract of learnership entered into under the provisions of the Skills Development Act, 1998;

"machine maintenance mechanic" means any employee who is solely employed in all of the following operations:

Tracing faults in, overhauling or repairing machines used in or in connection with an establishment or in supervising all or any of these operations;

"military service" means service that an employee is required to do in terms of the Defence Act, 1957;

"new entrant" means a labourer who has not previously or at any time been employed in the Furniture Manufacturing Industry: Provided that no employer who is a member of the KwaZulu-Natal Furniture Manufacturers' Association shall employ a new entrant unless such employer has telephonically approached the trade union for labour and the trade union has not been able to provide such labour within five days of such telephonic request;

"office employee" means an employee employed on clerical work and who does not perform any of the classes of work referred to in clauses I to XV, XVII ad XVIII of Schedule A hereof;

"ornament and novelty maker" means an employee who is engaged in manufacturing and/or carving and/or turning and/or assembling and/or furnishing ad/or polishing, by hand or machine, any article from wood;

"packer" means an employee, other than a labourer, who is engaged in packing goods for transport or delivery;

"partner" means a person reflected as such in a partnership agreement of a partnership that is registered or is required to be registered as an employer in terms of clause 17 and—

(a) who has powers to operate on the banking account of the employer; and

(b) whose names, appear as a partner in a partnership agreement lodged with the Council;

"piecework" means any system according to which an employee's wage is based solely on quantity or output of work done;

"probationer" means an employee under 21 years of age employed in a trade designated under the Manpower Training Act, 1981, but does not include an apprentice or a labourer;

"remuneration" means any payment in money made or owing to any person and which arises in any manner whatsoever out of employment;

"short time" means a reduction in the number of ordinary working hours in an establishment owing to slackness of trade, shortage of raw materials or general breakdown of plant or machinery caused by accident or other unforeseen emergency;

"storeman" means an employee who is in charge of stores, materials or finished products and who is responsible for receiving, checking, unpacking and storing goods and the maintenance of records concerning same;

"stainer" means a person who uses a cloth to apply stain to timber;

"timekeeper" means an employee who is responsible for keeping records of the time worked by employees;

"wage" means that part of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clause 7 and 38D, and prescribed for him in clause 26 or clause 38B, as the case may be, or where an employer regularly pays an employee in respect of his ordinary hours of work an amount higher than that so prescribed, it means such higher amount;

"working partner, director or member" means a person who himself performs any of the classes of work referred to in Schedule A, and who—

(a) is registered and an employee in terms of clause 17, or is required to be registered as such; or

(b) is a partner in a partnership that is registered as an employer in terms of clause 17, or is required to register as such; or

(c) is a director of a company that is registered as an employer in terms of clause 17, or is required to be registered as such; or

(d) is a member of a closed corporation that is registered as an employer in terms of clause 17, or is required to be registered as such.

Notwithstanding the provisions contained in (a) to (d) above, the provisions of this Agreement as contained in clauses 13 (4) to (7) and 16 shall apply.

4. PIECEWORK

No employer shall require or allow any person to work piecework, except as provided in clause 5 of this Agreement.

5. INCENTIVE BONUS

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement, and employer may base an employee's wage on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in subclauses (2) and (3) herein.

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of management and the employees which, after consultation with the trade union whose members are involved, may agree upon the terms of any such scheme.

(3) The terms of any such incentive scheme and any subsequent alteration thereto that may have been agreed on by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied or terminated by the committee or by either party unless the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed on by the parties when entering into such an agreement.

A copy of any agreement entered into in terms of this clause shall be forwarded to the Council. On termination of any such agreement, the Council shall be notified in writing.

(4) Any employee employed on an incentive bonus scheme for any period, shall be paid the full amount earned by him under the incentive bonus rates agreed upon in terms of this clause.

(5) The provisions of this clause shall not apply to learners.

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere other than this establishment, except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture on premises owned or occupied by the person for whom the work is undertaken.

(2) No employee employed in the Furniture Manufacturing Industry shall solicit, undertake or perform any work specified in this Agreement on his own account, whether for remuneration or not.

(3) No employer or employee shall undertake or give out any work in connection with the Furniture Manufacturing Industry, except such outwork as is provided for in subclause (1) hereof, on any premises other than those registered under the Occupational Health and Safety Act, 1993, or in workrooms registered with the Council and used solely for work in the Furniture Manufacturing Industry.

7. HOURS OF WORK

(1) (a) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed in the delivery of goods or messages, to work for more than 44 hours, excluding meal intervals, in any one week.

(b) The daily hours of work shall not exceed—

- (i) in establishments working a five-day week, eight hours and 48 minutes per day, Monday to Friday; or
- (ii) in establishment working a six-day week, eight hours per day, Monday to Friday, and four hours on Saturday.

(c) No employer shall require or permit an employee to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph a period of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(2) An employee shall be deemed to be working in addition to any period during which he is actually working—

- (a) during the whole of any interval of his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (b) during any other period during which he is on the premises of his employer:

Provided that if any such employee was not working and was free to leave the premises during any part of any period referred to in paragraph (b), the presumption provided for in this subclause shall not apply in respect of such employee with reference to that part of such period.

(3) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form specified by the Council from time to time specifying the starting and finishing time of work for each day of the week, the meal interval and the forenoon and afternoon intervals referred to in clause 29 hereof.

(4) The provisions of this clause shall not apply to a caretaker or a watchman whose employer grants him a day of 24 consecutive hours off in respect of every week of employment: Provided that—

- (i) the employer makes no deductions from the caretaker's or watchman's wage in respect thereof;
- (ii) the employer may, in lieu of granting his caretaker or watchman any such day off, pay such caretaker or watchman the wage he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

(5) The following provisions shall apply to shift work:

- (a) No normal shift shall exceed nine and a quarter hours per day or 44 hours per week.
- (b) Not less than six hours shall elapse between successive shifts of an employee.
- (c) (i) when an employee works a second or night shift, irrespective of the commencing time thereof; his employer shall pay him his ordinary rate of remuneration, plus 15 per cent of each hour or part of an hour so worked by him during any such shift, including meal and transport allowances;
- (ii) where an employee's ordinary shift or part of a shift is worked on a paid public holiday, the employee concerned shall be remunerated for such shift as follows:
 - (aa) if the major part of such shift is worked on such day, the entire shift shall be deemed to have been worked on such day, and the employee shall be paid for it in terms of clause 11;

Less deductions:

Holiday Fund.....	.....
Provident fund (if applicable) .....	.....
Sick Benefit Society (if applicable) .....	.....
Mortality Fund .....	.....
PAYE .....	.....
UIF .....	.....
Bargaining Council levy .....	.....
Trade union subscriptions (if applicable) .....	.....
Total deductions .....	.....
Amount payable .....	.....

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

(4) No charge for damage done to material or deduction of any description, other than the following, shall be made from the amount due to an employee:

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence, calculated on the basis of the wage that such employee was receiving in respect of his ordinary hours of work at the time thereof.
- (b) Deductions for sick, insurance, pension or other similar funds.
- (c) Contributions in terms of clause 16.
- (d) Any amount paid by an employer when compelled by any law, ordinance or legal process to make payment on behalf of an employee.
- (e) Deductions in respect of contributions to the trade union, and when so deducted by the employer shall be paid to the Secretary of the Council month by month and not later than the 10th day of each month following that in respect of which they are due, and shall be accompanied by a form provided therefor as specified by the Council from time to time. The monies so collected by the Council shall be forwarded to the Secretary of the National Union of Furniture and Allied Workers' of South Africa.
- (f) Subject to the provisions of clause 9, whenever the ordinary hours of work of an employee are reduced on account of short time, a deduction proportionate to such reduction.

11. PAYMENT FOR OVERTIME AND WORK ON PAID PUBLIC HOLIDAYS

(1) (a) All time worked in excess of the weekly or daily hours prescribed in clause 7 (1), or outside the ordinary working hours at specified in the notice that is required to be displayed in terms of clause 7 (3) shall be deemed to be overtime.

(b) Notwithstanding the provisions of paragraph (a), where in any one week and employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted shall be paid for at not less than the employee's ordinary rates of wages: Provided that—

- (i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours may be paid for at not less than the employee's ordinary hourly rate of wages;
- (ii) where an employee is absent from work on the request or instructions of the employer or absent on account of illness or for the religious holidays Eid, Bakri Eid and Diwali, the provisions of this paragraph shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked:

Provided that an employee shall present a medical certificate as proof of clause of absence owing to illness.

(c) An employee who is required to work overtime shall, subject to subclause 1 (b), be paid as follows:

- (i) For any time worked after the ordinary finishing time and up to 22:00 on any day from Monday to Friday or up to 18:00 on Saturdays, up to 16 hours during any pay week, at the rate of one and a half times the hourly rate of wages of the employee concerned, and at a rate of double the hourly rate of wages of the employee concerned in respect of any time in excess of 16 hours overtime in any one pay week.
- (ii) For any time worked between 22:00 and the ordinary starting time from Monday to Friday or after 18:00 on Saturdays, or any time worked on Sundays, at double the hourly rate of wages of the employee concerned: Provided that for work performed on Sundays, the employee shall be paid at least twice a full day's wages. Payment under this subclause shall be made as provided for in clause 10 (2).

(2) Any employee who feels aggrieved by the manner of application to him of any of the provisions of subclause (1) (b) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons that may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(3) An employee who is required to work on any of the holidays enumerated in clause 13 (1) of this Agreement shall be paid, in addition to the wages due in respect of each of these days in terms of clause 13 (1), at the normal wage rate prescribed in this Agreement, irrespective whether such holiday falls on a Saturday.

12. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

(1) An employee who at the date of coming into operation of this Agreement is receiving a higher wage than the wage prescribed for the class of work performed by him shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive wage not lower than the wage he is receiving at such a date: Provided that the Council may authorise a reduction of such higher wage to the prescribed rate.

(2) An employer shall grant to any employee whose rate of remuneration as at the date of coming into operation of this Agreement is in excess of that prescribed, an increment equal to the difference between the wage prescribed for this class in the Agreement, and such increment, plus the wage the employee was receiving at the date of coming into operation of this Agreement, shall be the prescribed rate for this employee.

(3) An employee who immediately before his employment as a learner journeyman was in receipt of a wage higher than that prescribed in clause X of Schedule A shall continue to receive not less than such higher wage for as long as he remains in the service of the same employer, until such wage is equal to or less than the prescribed minimum wage, after which at least such prescribed minimum wage shall be paid.

13. HOLIDAYS AND HOLIDAY FUND

(1) (a) New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Heritage Day, the Day of Reconciliation, Christmas Day and the Day of Goodwill shall be paid holidays. Every employee shall receive payment for each of these holidays, notwithstanding that they may fall on a Saturday. Whenever a holiday falls on a Sunday, the following Monday shall be a holiday. Payment shall be at the rate the employee would have received had it been an ordinary working day: Provided that the rate for a Saturday shall be 8,8 times his hourly rate.

(b) In the event of the services of an employee being terminated by the employer seven days or less prior to Good Friday, Family Day, or the Day of Reconciliation, the employees shall be entitled to payment for any of the days referred to above, and in the case of an employee whose services have been terminated by the employer seven days prior to the annual closing date as determined in subclause (2), the employee shall nevertheless be entitled to payment for Christmas Day and New Year's Day.

(2) (a) All the establishments shall close on the third working day before 25 December and reopen on the 17th working day following such closure.

(b) Where employees agree to do so, however, they may work the two working days preceding 25 December and, similarly may return to work up to three working days before the 17th working day following the closure under (a) hereof: Provided that the leave period of any employee shall not be less than 14 working days.

(c) Establishments wishing to close up to one week before the closing date referred to in subclause (2) (a) above, may do so: Provided that such employers notify the Council and their employees in writing of their intended closing date at least 30 days before such closure.

(d) The Council shall inform all employers in writing of the last working day in each year and the first working day in the year following.

(3) The Holiday Fund (the Fund) established in terms of clause 13 (3) of the Agreement for the Furniture Manufacturing Industry, Natal, published under Government Notice No. 1512 of 30 September 1960, is hereby continued.

(4) Every employer shall pay to the Council in respect of every employee and every working partner, director or member, but excluding casual employees, at the time and in the manner determined in subclause (6) (a), in respect of each week Holiday Fund monies based on the remuneration calculated in the manner specified in subclause (5), subject to the following:

- (a) The Holiday Fund monies shall be equal to 12,5 per cent of the employer's remuneration as defined in subclause (5): Provided that—
 - (i) during the first and/or last working week of the year the employee shall have worked or be deemed to have worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment; or
 - (ii) during the first week of commencement of employment the employee shall have worked or be deemed to have worked the maximum of ordinary hours that it was possible for the employee to have worked in the establishment; or
 - (iii) the employee shall have worked or be deemed to have worked 44 hours or more in any one week, or the normal ordinary hours of the establishment per week where such ordinary hours of work are less than 44 hours: Provided further that if an employee worked or is deemed to have worked up to half an hour less than the aforesaid hours per week, he shall be deemed to have worked such hours; and

- (iv) the remuneration of a working partner, director or member for the purposes of this clause shall be deemed to be the wage prescribed for the highest-paid employee in this Agreement.
- (b) The Holiday Fund monies shall be equal to 10 per cent of the employee's remuneration as defined in subclause (5) if the employee worked or is deemed to have worked a lesser number of ordinary hours than the hours specified in paragraph (a) (iii); or should the employee have worked or is deemed to have worked less than 40 hours per week, the Holiday Fund monies shall be equal to 7,5 per cent of the employee's remuneration as defined in subclause (5).
- (c) Any hours worked by an employee before or after the normal starting and/or finishing time of the establishment shall, for the purpose of determining the percentage of Holiday Fund monies payable in terms of paragraph (a) or (b), be added to the hours worked by the employee during the normal starting and/or finishing time of the establishments.

(5) (a) For the purposes of this clause, "remuneration" shall mean the total amount earned by an employee through his employment, obtained by multiplying the hours worked or deemed to have been worked by the applicable hourly rate or the wage rate per hour, depending on when such hours were worked, and shall include the total amount of any remuneration owing to the employee because of any underpayment of remuneration due to the employee in terms of this Agreement.

(b) The expression "hours worked" contained in the definition of remuneration in subclause (a) shall mean the total hours worked or deemed to have been worked during any one month or, should the employee not have worked a month, such lesser period of employment.

(c) The expression "deemed to have been worked" contained in the definition of "remuneration" in paragraph (a) shall mean such period an employee was unable to work owing to short time, or while doing military service for a maximum period of four months, or on the paid public holidays referred to in clause 13 (1), or with the consent of subsequent approval of the employer, did not work: Provided that the contribution of 12,5 per cent need not be paid for any period of absence from work owing to illness in excess of 30 days in any one year, which shall not be a period during which an employee is deemed to have worked.

(d) The expression "the wage rate per hour applicable, depending on when such hours were worked" in the definition of "remuneration" in paragraph (a) shall mean the wage rate payable per hour in terms of clauses 7 and 11.

(6) (a) (i) All amounts payable in terms of subclause (4) shall be paid by the employer month by month and not later than 10th day of each month following that in respect of which they are due to the Secretary of the Council for deposit into the Furniture Manufacturing Industry, KwaZulu-Natal Holiday Fund. When making such payment, the employer shall furnish a statement in the form specified by the Council from time to time.

(ii) An employer who is in arrears with payments in terms of subparagraph (i) and who, after having been warned in writing by the Council, fails to forward the outstanding amounts within seven days of the date of such warning shall, on being notified by the Council in writing to do so, submit the amounts as payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the statement referred to in subparagraph (i). An employer to whom the provisions of this subparagraph have been applied may only upon being notified by the Council in writing revert to the payment of the amounts payable in terms of this clause of the monthly basis provided for in subparagraph (i).

(iii) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at two per cent per month or at the prevailing prime overdraft rate of First National Bank, whichever rate is the higher, per month or part thereof from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(b) Amounts payable in terms of subclause (4) shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement, and shall not be deducted from the remuneration of such employee.

(c) The Council shall keep a record of each employee in respect of whom payments are made to the Holiday Fund in terms of subclause (4) and of the amount paid to the Holiday Fund in respect of him.

(d) The Holiday Fund shall be utilised for the purpose of distributing to employees, not earlier than the first Monday in December and not later than the last working day before Day of Reconciliation, the amount contributed by the employer in respect of such employees during the year ending on the last pay-day occurring in September.

(e) If a learner receives holiday pay in terms of this clause that is less than the remuneration he would have earned if the establishment had not been closed and he had worked the ordinary hours of work during the said leave period, his employer shall pay him, in addition to such holiday pay, an amount equal to the difference between his said holiday pay and the amount he would have earned on the conditions aforesaid.

(f) Holiday pay that remains unclaimed for a period of two years from the date on which it became payable shall accrue to the funds of the Council: Provided that the Council shall be liable for payment from Council funds of any holiday pay claimed during a further period of three years after such accrual to the Council's funds: Provided further that the Council may from time to time after three years of accrual to the Council's funds allocate such amounts as it may deem necessary to the Contingency Reserve Account. The object of the Account shall be to assist employees with their employer's contributions to the various funds administered by the Council in cases where the employer's guarantee referred to in clause 17 (6) is insufficient to meet his obligation in respect of clause 17 (6) (b) (i) and (iv).

(7) (a) The Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Fund shall form a charge against the Council.

(b) All monies paid to the Fund shall be deposited in a banking account to be opened in the name of the Fund. All payments from the Fund shall either be by cheque, drawn on the Fund's account, and such cheques shall be signed by two persons duly authorised by the Council or by electronic fund transfer. Monies contributed to the Fund may be invested on fixed deposits or on call with a registered commercial bank or registered building society. Interest accruing from such investment shall be credited to the general funds of the Council.

(c) The Council shall appoint a public accountant for the purpose of auditing the accounts of the Fund. As soon as possible after 30 June in each year, the Council shall prepare an account of the revenue and expenditure of the Fund for the preceding 12 months and a statement showing Fund's assets and liabilities, which shall be audited by the public accountant and countersigned by the Chairman and Secretary of the Council. The certified accounts and statements and any reports by the public accountant shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby, be transmitted to the Registrar of Labour Relations.

(d) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for a purpose similar to that for which the original Fund was established, or is continued in a subsequent agreement negotiated within a period of 12 months from the date of expiry of this Agreement.

(e) On liquidation of the Fund in terms of paragraph (d), the monies remaining to the credit of the Fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

(f) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 32 of the Act, the Fund shall continue to be administered by a committee established by the Council, consisting of the Chairman and Vice-Chairman, plus two employer representatives and two trade union representatives. Any vacancy occurring on the Committee may be filled by the Council from employers or employees in the Industry, as the case may be, which shall ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable, the Council may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of the trade union and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. The Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be, or in terms of section 61 (8) of the Act, whichever event occurs first.

(g) Any vacancy occurring on the board of trustees as constituted in paragraph (f) of this clause shall be filled in the manner provided for in that paragraph.

(h) The trustees shall be paid from the Fund such reasonable fees as shall be agreed upon between themselves and the Registrar.

(i) Upon liquidation of the Fund in terms of subclause (7) (d) or (2) of this Clause, the Committee, the liquidator or the trustees, as the case may be, shall—

- (i) forthwith proceed to convert all investments and asset of the Fund into cash funds and invest such cash on call within 3 days;
- (ii) pay all creditors, administration and liquidation expenses from the Fund;
- (iii) after deductions of all amounts owing and expenses, determine and allocate the net surplus or shortfall of the Fund to the employees' accounts in the manner determined in clause 6 of this Agreement;
- (iv) after the final allocation in terms of paragraph (iii) hereof, pay the amounts standing to the credit of the employees' accounts to such members as though they had left the Industry upon retirement.
- (j) Notwithstanding anything to the contrary contained in this clause, should any benefits to which employees have become entitled in terms of subclause (i) (iv) not be claimed within six months from the date upon which such benefits become due and payable, the benefits shall be forfeited to the general funds of the Council: Provided that the Council shall in the event of a claim being received within a period of three years from the date upon which such benefits became due, be entitled in its absolute discretion to make payments to the beneficiaries of deceased employees out of the monies that have been forfeited to the general funds of the Council.

14. PROVISION OF TOOLS

(1) Cabinetmakers' benches, clamps, handscrews, gluepots and all brushes shall be provided by the employer.

(2) The employer shall at his expense insure the tools of the cabinetmakers in his employ against loss or destruction by fire or by burglary on the premises. Every cabinetmaker shall submit, when required, an inventory of the tools in his possession and such information as may be required from time to time by the insurers.

15. EXEMPTIONS

(1) GENERAL

- (a) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason and all applications for exemption shall be dealt with in the following manner:

- (i) **Parties:** Any application for exemption by a party to this Agreement shall be dealt with in accordance with the provisions in the Constitution relating to exemptions.
- (ii) **Non-parties:** Any application by a non-party to this Agreement shall be dealt with in accordance with the provisions set out below.

(2) PROCESS

- (a) All applications for exemption shall be in the form prescribed by the Council and shall be forwarded to the Secretary.
- (b) Applications for exemption shall be fully motivated and shall, *inter alia*, include the following particulars:
 - (i) The period for which exemption is sought.
 - (ii) The relevant clauses from which exemption is sought.
 - (iii) If the applicant is an employer, a business plan setting out the steps to be taken by the applicant during the period of the proposed exemption so as to ensure ultimate compliance upon the expiry of such exemption, and relevant financial statements shall accompany such application.
- (c) Any application for exemption from the minimum wage and/or increases provided for Schedule A and clause 38B of this Agreement must be received by the Secretary within 30 days after publication by the Minister of Labour, and/or the date of registration as an employer within the Industry, which application shall include a schedule reflecting the following particulars of employees:
 - (i) names and job categories; and
 - (ii) current wages earned; and
 - (iii) confirmation that the employees and/or their representatives are in support of the application.
- (d) An application for exemption shall not be considered if the employees have indicated that they are not in favour of the exemption sought.
- (e) An application for exemption shall also not be considered if the contents of the application are covered by an arbitration award and/or Labour Court order binding on the applicant.

(3) CRITERIA TO BE TAKEN INTO ACCOUNT WHEN CONSIDERING AN APPLICATION FOR EXEMPTION

- (a) The exemption applied for may not be in conflict with the primary objects of the Act.
- (b) The interests of the Industry/Sector shall be taken into account in respect of whether the granting of the exemption would—
 - (i) unfairly undermine the collective bargaining process;
 - (ii) interfere with fair competition between manufacturers in the Industry;
 - (iii) encourage unfair exploitation of workers' in the Industry.
- (c) Wage and wage related exemptions may only be granted for duration of this Agreement.

(4) ADMINISTRATION

- (a) The Secretary of the Council shall issue to every person granted exemption a licence signed by the Chairman and Secretary of the Council setting out—
 - (i) The full name of the person/employer concerned;
 - (ii) the provisions of the Collective Agreement from which exemption is granted;
 - (iii) the conditions fixed in accordance with (ii);
 - (iv) the period for which exemption shall operate.
- (b) The Secretary of the Council shall—
 - (i) number consecutively all licences issued;
 - (ii) retain a copy of each licence issued;
 - (iii) forward a copy of the exemption licence to the Applicant.
- (c) The Council may, on good cause shown, give the holder of an exemption licence 30 days' notice of withdrawal of the exemption, on receipt of which the holder may appeal to the Board in which case the time limit in clause 7 (5) (d) shall apply.

(5) EXEMPTIONS APPEAL BOARD

(a) Establishment

In terms of section 32 of the Act, the Council hereby establishes an independent body to be known as the Exemptions Appeal Board, to consider and determine any appeal brought against a refusal and/or withdrawal of a non-party application for exemption from any provision of this Agreement by the Council.

- (b) In considering an appeal, the Board shall consider the views expressed by the Council, the employers and the employees and/or their representatives, as well as representations received in relation to the possible effect of the exemption on competitors.

- (c) In the event of the Board exercising its discretion to grant an exemption previously refused by the Council, the Board shall ensure that such an exemption does not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.
- (d) All applications to the Board shall be lodged with the Secretary of the Council within six weeks from the date of the delivery of the Council's exemption finding on the applicant.
- (e) All applications shall be in the form of an affidavit form and must be accompanied by a processing fee of R500,00.
- (f) The applicant shall be required to attend the hearing, failing which the Board shall be entitled to hear and decide on the matter in the absence of the applicant.

16. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 20c per week from the wage of each employee who falls within the scope of application of this Agreement. To the amount so deducted the employer shall add a like amount and pay the total sum to the Secretary of the Council not later than the 10th day of each month, submitting at the time of payment his wage register or an extract therefrom showing the names of employees, the period worked and the amount earned by each in respect of the amount forwarded.

(2) An employer who is in arrears with payment in terms of subclause (1) and who, after having been warned in writing by the Council, fails to forward the outstanding amount within seven days of the date of such warning shall, on being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the form specified by the Council from time to time. An employer to whom the provisions of this subclause has been applied may only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in subclause (1).

(3) Should any amount due in terms of subclause (1) not be received by the Council by the 15th day of the month following the months in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remain unpaid, calculated at the prevailing prime overdraft rate of *First National Bank*, per month or part thereof, from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

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

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every employer entering the Industry after that date shall, within one month of commencement of operation by him, forward to the Secretary of the Council the following particulars, which shall be in writing and signed by the employer:

- (a) Full names (where the business is a company or partnership, the full name of the responsible manager and/or partners to be furnished);
- (b) address where the business is carried on, and the residential address of the persons referred to in paragraph (a);
- (c) trade or trades carried on by him in the Industry;
- (d) names of his employees and occupations in which they are employed.

(2) Where the employer is a partnership, or a close corporation, information in accordance with subclause (1) regarding each of the partners/members, as well as the title under which the partnership/close corporation operates, shall be furnished, in addition to a copy of the partnership agreement/certificate of registration as a close corporation.

(3) Written notification shall be sent to the Council by every employer of an alteration in respect of any details supplied in terms of subclause (1) and such notification shall be given within 14 days of such alteration.

(4) An employer who intends to cease being an employer shall notify the Secretary of the Council in writing, at least 14 days prior to the date on which he intends such cessation.

(5) Every employer shall in addition register with the Unemployment Insurance Commissioner and the Compensation Commissioner, in respect of such requirements as may be legislated for from time to time.

(6) (a) Every employer in the Industry who on the date of coming into operation of this Agreement, and every employer who enters the Industry after the said date shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, lodge with the Council a cash amount or guarantee acceptable to the Council, to cover the payment in respect of his employees as follows:

- (i) One week's wages;
- (ii) 13 weeks' levies and contributions in respect of—
 - (aa) Holiday Fund in terms of clause 13;
 - (ab) levies to the Council in terms of clause 16;
 - (ac) the Provident Fund in terms of clause 13 of Chapter II of the Provident Fund Agreement;

Provided that the minimum amount of cash or in respect of the guarantee so lodged shall be R500.

(b) Where an employer engaged in the Industry on the date of coming into operation of the Agreement has for at least six months prior to such date not been in default of monies due in terms of this Agreement, he shall be exempt from the provisions of this clause: Provided that, should he become in arrears with these payments, the exemptions shall be withdrawn.

(7) Where the cash amount or guarantee lodged by an employer is insufficient to cover the payment of wages, levies and contributions referred to in subclause (6), the employer shall on demand by the Council increase the cash or guarantee to an amount sufficient to cover such payments. An employer shall be permitted to reduce the amount in cash or guarantee, as the case may be, where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no reduction of the amounts of cash or guarantee shall be required or permitted at intervals of less than six months: Provided further that the minimum amount shall not be less than R500 at any given time.

(8) The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council in terms of subclause (6) to pay any amount that may be due to the Council by such employer in respect of levies and contributions, or to pay any wages that may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved: Provided that the total claim in respect of any one of more employees shall not exceed the total amount of the cash amount or guarantee lodged with the Council: Provided further that the amount any employee is entitled to claim as wages shall not exceed that part of the cash amount or guarantee lodged with the Council that represents wages.

(9) No employer may take into his employ any employee unless he has satisfied himself that such employee is registered with the Council and is able to produce documentary proof of such registration. This excludes casual employees.

18. WORKING PARTNER, DIRECTOR OR MEMBER

All working partners, directors or members shall observe the provisions of clauses 7 (1) and (8).

19. EXHIBITION OF AGREEMENT

Every employer shall display in his establishment a legible copy of this Agreement in a prominent place where it is readily accessible to his employees.

20. KEEPING OF RECORDS

(1) An employer shall keep records in the form set out in LRA Form 9.1, as published in Government Notice No. R. 1737 of 1 November 1996, or in such form and manner as may be approved by the Council, with respect to—

- (a) the time worked by each employee;
- (b) the remuneration paid to each employee; and
- (c) any such other particulars as may be specified.

(2) Every employee who is required to do so shall make in the records referred to in subclause (1) such entries as may be specified.

(3) An employer shall retain all records in terms of subclause (1), or a microreproduction thereof, for a period of not less than three years.

21. TRADE UNION REPRESENTATIVES OF THE COUNCIL

Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.

22. ADMINISTRATION OF AGREEMENT

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

23A. ENFORCEMENT OF AGREEMENT

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

(2) If, during the course of performing his duties and/or in the event that a complaint is received, the designated agent discovers what appears to be a contravention of this Agreement, the designated agent may—

- (a) secure compliance with this Agreement by—
 - (i) publicising the contents of this Agreement;
 - (ii) conducting inspections;
 - (iii) investigating complaints;
 - (iv) issuing compliance orders; or
 - (v) any other means the Council may have adopted; and
- (b) perform any other function which is conferred or imposed on the agent by the Council.

- (3) Should any party to such alleged contravention as contemplated by the compliance order in terms of subclause (2) (a) (iv), fail to comply with the provisions of this Agreement within the specified period, the designated agent shall—
- (a) submit a report to the Secretary certifying that the matter remains unresolved; and
 - (b) attach a copy of the compliance notice which shall contain the description of the areas of non-compliance with the provisions of this Agreement.
- (4) Upon receipt of the report submitted in terms of subclause (3) (a), the Secretary may—
- (a) take such steps as are necessary to give effect to any agreement reached in the event of the contravention issue having been resolved; or
 - (b) refer the alleged contravention to arbitration by an arbitrator appointed by the Council, who shall have all the powers assigned to an arbitrator, as contemplated by the Act, including but not limited to the powers to impose orders for interest costs and penalties as contemplated by section 33A of the Act read with the Regulations.
- (5) The Secretary may apply to make the arbitration award and/or settlement agreement an order of the Labour Court.
- (6) A designated agent appointed under section 33 (1) of the Act shall, in addition to the powers referred to in this subclause, have the powers assigned to a designated agent as set out in Schedule 10 and section 142 of the Act, read with the changes required by the context.

23B. DISPUTES ABOUT INTERPRETATION OF THE COLLECTIVE AGREEMENT

- (1) If there is a dispute about the interpretation of any provision of this Collective Agreement, any party to the dispute may refer the dispute to the Council.
- (2) The party who refers the dispute shall satisfy the Council that a copy of such referral has been served on all other parties to the dispute.
- (3) The Council shall attempt to resolve the dispute through conciliation.
- (4) The Secretary of the Council may require a designated agent to conciliate the dispute.
- (5) The designated agent may investigate the facts surrounding the dispute and if the designated agent has reason to believe that there has been a contravention of this Collective Agreement, the designated agent may endeavour to secure compliance with this Agreement in terms of clause 23A.
- (6) The designated agent shall submit to the Secretary a written report on the outcome of the investigations undertaken as well as any steps taken in terms of subclause (5).
- (7) Should a party to such a dispute at a date set down for conciliation object to the designated agent acting as a conciliator, the Council may, upon request of any such party, refer the dispute for conciliation in writing to the Secretary of the Council by—
- (a) a conciliator experienced in labour conciliation; or
 - (b) an accredited agency; or
 - (c) the Commission for Conciliation Mediation and Arbitration, subject to there being an agreement with the Commission in terms of section 51 (6) of the Act.
- (8) Upon the failure of any party to attend a scheduled conciliation meeting, the Council may—
- (a) postpone proceedings to a date not more than 14 days from initial scheduled conciliation meeting; or
 - (b) issue a certificate declaring the dispute unresolved.
- (9) If the dispute has been certified as unresolved, any party to the dispute may request the Secretary of the Council to refer the dispute to arbitration by—
- (a) an arbitrator experienced in labour arbitrations; or
 - (b) an accredited agency; or
 - (c) the Commission for Conciliation Mediation and Arbitration, subject to there being an agreement with the Commission in terms of section 51 (6) of the Act.
- (10) Any party requesting the Secretary of the Council in terms of this clause to refer the dispute to the following:
- (a) A conciliator and/or arbitrator experienced in labour matters; or
 - (b) an accredited agency; or
 - (c) the Commission for Conciliation Mediation and arbitration,
- shall be liable for any fee that may be charged by any person and/or institution for performing the functions in terms of this clause and the Council may recover the fees charged from the referring party.

24. TRADE UNION SUBSCRIPTIONS

- (1) Every employer shall deduct from the wages of those of his employees (other than casual employees) who are members of the trade union the contributions payable to the trade union in terms of its constitution.

Subject to the provisions of subclause (2), all amounts payable in terms of this clause shall be paid by the employer to the Secretary of the Council month by month, and not later than the 10th day of each month following that in respect of which they are due. When making such payment the employer shall furnish a statement in the form specified by the Council from time to time.

(2) An employer who is in arrears with payments in terms of subclause (1) and who, after having been warned in writing by the Council, fails to forward the outstanding amounts within seven days of the date of such warning shall, on being notified by the Council in writing to do so, submit the amounts due in terms of subclause (1) week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last payday of each calendar month shall be accompanied by the form referred to in subclause (1). An employer to whom the provisions of this subclause have been applied may only being notified by the Council in writing, revert to the payment of the amount payable in terms of this clause on the monthly basis provided for in subclause (1).

25. MEMBERSHIP SUBSCRIPTIONS

(1) Every employer who is a member of the KwaZulu-Natal Furniture Manufacturers' Association shall pay subscriptions six-monthly in advance in respect of membership and calculated in accordance with a schedule supplied to him by the said Association, based on the number of persons in his employ as at close of business in December and June annually.

(2) The amount of subscriptions so calculated shall be paid by the employer to the Secretary of the Council by 10 January and 10 July, respectively, each year. When making such payment the employer shall enter the number of employees in employ and the calculated amount payable at the foot of the December and June monthly returns to the Council.

(3) The amount calculated in terms of (1) and (2) hereof shall be added to the total of columns 19, 21, 27, 28 and 32 of the form specified by the Council for the returns to be made to the Council in respect of December and June annually.

26. WAGES

Subject to the provisions of clause 10:

- (1) No employer shall pay and no employee shall accept wages lower than those prescribed in Schedule A, and in the case of drivers those prescribed in clause 38B of this Agreement in Area A (hereinafter referred to as the Metro Area).

27. EMPLOYMENT OF MINORS

No persons under the age of 15 years shall be employed in the industry.

28. LEARNERS

No employer shall employ any employee as a learner unless such employee and/or employer is in possession of proof that a learnership agreement has been registered with the Sectoral Education Training Authority as contemplated by the Skills Development Act, 1998.

29. FORENOON AND AFTERNOON INTERVALS

Every employee shall be given an interval of 10 minutes in each morning and afternoon worked, and a further 10 minutes when working overtime in excess of one hour, which intervals shall be reckoned as time worked.

30. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

An employee who is employed during any one day on work for which different wage rates are prescribed shall be paid for all the hours worked on such day at the highest wages prescribed for such work.

31. ABATEMENT OF WAGES

(1) No employee shall, while in the employ of an employer, give to, and no such employee shall receive from, such employer any gift, bonus, loan, guarantee or refund, either in cash or in kind, which will in effect amount to an abatement of the remuneration that must be paid to such employee in terms of this Agreement.

(2) No employee shall be required as part of his contract of service to board or lodge with his employer or at any place nominated by his employer, or to purchase any goods or hire property from his employer.

32. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) When an employer contemplates dismissing one or more employees for reasons based on the employers' operational requirements, the employer shall have due regard for the provisions of sections 189 and/or 189A of the Act.

(2) (a) Notice shall be given by the employer or employee to terminate a contract of employment in terms of subclause (2) (b) (i), (ii) or (iii) or (vi) whichever applies: Provided that this shall not affect the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient.

(b) In instances when it is found necessary to terminate a contract of employment of a party to the contract, the contract may be terminated only on notice of not less than—

- (i) one week if the employee has been employed for six months or less;
- (ii) two weeks if the employee has been employed for more than six months, but not more than one year;
- (iii) four weeks if the employee has been employed for one year or more;
- (iv) in the event of an employee having been dismissed in terms of subclause (1), an employer shall not replace such employee, in that same job category, within four weeks, without first having offered the position to the employee so dismissed: Provided further that such employee report for duty within 48 hours to the trade union, in the case of a non-party employer, the employee having been notified: Provided further that no employee shall be dismissed by reason of short time unless such employee had worked less than 35 hours ordinary time in the pay week preceding such dismissal;

- (v) employees being dismissed, as provided for in terms of subclause (1), shall be paid a retrenchment/redundancy allowance equal to one week's normal wages for each completed year of service;
- (vi) despite the provisions of subclause (2) (b), an employer and employee may agree to provide for a longer period of notice than prescribed and provided that such agreement is confirmed in writing, failure to comply with such arrangement shall be a contravention of this clause;
- (vii) an employer or employee may terminate the contract of employment without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice an amount not less than the wages the employee would have received, calculated in accordance with subclause (2) (b) (i), (ii) or (iii), or for such longer period as agreed upon by the employer and his employee in terms of subclause (2) (b) (vi);
- (viii) the notice referred to in subclause (2) shall not run concurrently with or shall not be given during—
 - (aa) any period of military service;
 - (bb) the holiday period referred to in clause 13 (2);
 - (cc) any period of illness not exceeding two weeks in any one year.

33. PROHIBITED EMPLOYMENT

No provision in this Agreement that prohibits the engagement of employment on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions that he would have had to pay or observe had such engagement not been prohibited.

34. DISCIPLINARY AND GRIEVANCE CODES AND PROCEDURES

- (1) Employers and employees may negotiate agreements on disciplinary and grievance codes and procedures at plant level.
- (2) On conclusion of such agreements the employer shall lodge copies of such agreements with the Council and with the trade union.
- (3) Any changes to such agreements shall be negotiated between the employees and the relevant employer, and a copy of such agreements shall be lodged with the Council and with the trade union.
- (4) The provisions of this clause shall in no way affect any requirements of the Act.

35. BASIS OF PAYMENT

Payment of all work done shall be at the rate of wages prescribed for the class of work performed, and shall not be based on the technical skill or qualification of the employee concerned.

36. HOURLY RATE

All work performed by employees shall be paid at an hourly rate as defined in clause 3.

37. ULTRA VIRES

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operation for the period of this Agreement.

38. DRIVERS OF MOTOR VEHICLES

Notwithstanding anything to the contrary in this Agreement and subject to subclause E, the provisions of this clause shall apply to drivers of motor vehicles, whether employed on a casual or a weekly basis, in the areas specified in clause 1 of this Agreement:

A. DEFINITIONS

In addition to the definitions contained in clause 3 of this Agreement and unless the contrary intention appears, the following definitions shall apply to drivers of motor vehicles:

- “**casual employee**” means a driver of a motor vehicle who is employed by the same employer on not more than two days in any week;
- “**driver of motor vehicle**” means an employee who is engaged in driving a motor vehicle as defined herein;
- “**emergency work**” means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in any trade or transportation for the purpose of national defence or police services;
- “**hours of work**” includes all periods of driving and any time spent by the driver on other work connected with the motor vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to work when required;
- “**motor vehicle**” means a conveyance used for the transportation of goods and which is propelled by other than human or animal power, and includes a tractor and mechanical horse;
- “**payload**” means the net carrying capacity or the net load that a vehicle may carry or haul in terms of any motor carrier certificate of exemption issued in respect of such vehicle by any authority empowered by law to issue licences or certificates in respect of such vehicles;

"trailer" means any conveyance attached to and drawn by a vehicle, but does not include the first conveyance attached to and drawn by a tractor or a vehicle known as a mechanical horse;

"weekly employee" means an employee who is employed by the week.

B. REMUNERATION

(1) No employer shall pay and no employee shall accept wages lower than those prescribed hereunder:

	<i>Minimum</i>	
	<i>per</i>	<i>per</i>
	<i>hour</i>	<i>week</i>
(a) Driver of a motor vehicle, other than steam propelled authorised to carry or haul a pay load of—		
(i) up to and including 4 530 kg	15,19	668,49
(ii) over 4 530 kg and up to and including 6 350 kg	15,29	672,86
(iii) over 6 350 kg	15,74	692,54
(b) Driver of steam-propelled vehicle	15,74	692,54
(c) A casual employee driving a motor vehicle, other than steam-propelled: Daily rate prescribed weekly wage, plus 10%, divided by 5.		
(d) Casual employee driving a steam-propelled vehicle: Daily rate prescribed weekly wage, plus 10%, divided by 5.		
(e) Drivers of forklifts, truck, scooters or passenger cars	15,19	668,49

(2) **Trailers:** An employee who drives a vehicle to which there is attached one or more trailers shall be paid, in addition to the basic wage rates applicable to him in terms of this clause, no less than R2,00 per day for each trailer, with a maximum of R10,00 per week.

(3) **Differential rates:** The provisions of clause 29 of this Agreement shall apply to employees who drive motor vehicles: Provided that the remuneration payable to an employee, other than a casual employee, in respect of any one day shall be not less than one fifth of the weekly remuneration prescribed herein.

(4) **Subsistence allowance:** An employer shall, in addition to any other remuneration due, pay his employee a subsistence allowance of R30 per night where an employee for any one period extending one or more nights, excluding accommodation.

C. PAYMENT OF REMUNERATION

(1) The provisions of clause 10 of this Agreement shall apply to all employees who drive motor vehicles: Provided that a casual employee shall be paid his remuneration in cash on termination of employment.

(2) The wages set out in Schedule A shall be the minimum weekly wages prescribed for the respective classes of work enumerated therein: Provided that on each occasion that the minimum prescribed wage is increased in terms of this Agreement, an employee who is in receipt of a wage in excess of the minimum wage for the class of work performed by him shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the difference between the wage previously prescribed and the wage prescribed in this Agreement for the class of work in which is employed.

D. HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed those specified in clause 7.

(2) **Meal intervals:** An employee shall be allowed one hour for a meal after five hours of work, during which interval no work shall be performed: Provided that if an employer requires his employee to take more than one hour for a meal, all time in excess of one hour shall be reckoned as part of the ordinary hours of work.

(3) **Hours of work to be consecutive:** Subject to the provisions of paragraph (2), all hours of work on any day shall be consecutive.

E. OVERTIME

(1) The provisions of this subclause shall apply to drivers and assistants employed in the delivery of goods.

(2) All hours worked in excess of the weekly or daily number of ordinary hours specified in clause 7 shall be deemed to be overtime.

(3) An employer shall weekly submit a return to the Council of any overtime worked by drivers in excess of 20 hours during any one week. Such return shall reflect the name of the drivers and the total overtime worked by each driver.

F. PAYMENT OF OVERTIME

(1) An employee who works overtime shall be paid in accordance with clause 11 of this Agreement.

(2) **Payment of emergency work:** An employee engaged on emergency work shall be paid, in respect of each hour or part thereof of overtime in excess of the hours referred to in subclause E (2), not less than—

- (a) in the case of a weekly employee, double the weekly remuneration prescribed in subclause B (1) (a) and (b), divided by 44;

- (b) in the case of a casual employee, double the remuneration prescribed in subclause B (1) (c) and (d), divided by nine.

G. REST PERIODS

An employer shall give an employee, other than an employee referred to in subclause E—

- (a) at least 12 consecutive hours of rest in any period of 24 hours, calculated from the time the employee commences work on any day;
- (b) one complete day of rest in every seven consecutive days.

H. HOLIDAYS

The provisions of clause 13 shall apply to motor vehicle drivers: Provided that, in the case of casual employees, the employer shall pay to such employee, on termination of his employment, leave pay at the rate of 12,5 per cent of the remuneration earned by him during his employment.

I. SICK LEAVE

(1) An employee who is not a member of the Natal Furniture Workers' Sick Benefit Society and who has completed three months' employment with the same employer and who is absent from work owing to sickness or accident, other than an accident compensable under the Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), no caused by the employee's own neglect or misconduct, shall be granted sick leave not exceeding 10 working days in the aggregate in any one year of employment and shall be paid in respect of each day an amount of not less than one fifth of the weekly remuneration the employee was receiving immediately prior to the date of such leave: Provided that an employer may require his employee to produce a medical certificate in respect of any absence in excess of two days in proof of such sickness or accident.

(2) For the purpose of this subclause, the expression "employment" shall be deemed to include—

- (a) any period of military service;
- (b) the holiday period referred to in clause 13 (2);
- (c) any period during which an employee is absent on the instructions or at the request of the employer;

amounting in the aggregate in any year to not more than three weeks in respect of (b) and (c), plus up to four months of the period of any service referred to in (a) rendered in that year.

J. UNIFORMS

An employer who requires his employee to wear a uniform shall provide and launder or clean the same free of charge, and it shall remain the property of the employer.

K. CERTIFICATE OF SERVICE

An employer shall, upon termination of the contract of employment of an employee, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and the employee, the date of commencement of the contract of employment, the date of termination thereof and the rate of remuneration at the date of such termination.

L. LOGBOOK

(1) Every employer shall provide a logbook, with duplicate folios for the use of each employee, as nearly as practicable in the following form:

Name of employer.....
 Name of driver.....
 Type of vehicle and authorised payload.....
 Number of trailers attached to vehicle
 Time of starting work.....
 Time of finishing work.....
 Number of ordinary hours worked.....
 Meal interval(s) fromto.....
 Breakdowns, accidents and/or other delays

.....
Signature of driver

Date200.....

(2) Every employee, on being provided with the logbook referred to in paragraph (1), unless precluded from doing so by sickness or other unavoidable cause, shall complete the logbook, in duplicate and as nearly as practicable in the form specified, in respect of each day's work, and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain the completed copy of the daily logbook for a period of three years subsequent to the date of its completion.

M. CLAUSE NOT APPLICABLE TO DRIVERS

The provisions of clauses 5, 9, 14, 21, 28 and 36 shall not apply to drivers of motor vehicles.

39. ATTENDANCE BONUS

(1) An employer shall pay his weekly-paid employees for whom wages are prescribed in this Agreement an attendance bonus of R2 per week: Provided that—

- (i) an employee shall be present at work for at least 37 normal hours in a 44-hour week;
- (ii) the bonus so paid shall not be taken into account for the purpose of calculating remuneration for overtime in terms of clause 11, holiday pay in terms of clause 13 and contributions payable to the council.

(2) An employer shall pay his monthly-paid employees who fall within the scope of application of this Agreement an attendance bonus of R10 per month.

40. PAID SICK LEAVE

(1) An employer shall grant to any employee who is absent from work through incapacity, not less than 10 working days' sick leave at full pay in the aggregate during any period of 12 consecutive months of employment: Provided that—

- (a) during the first 12 consecutive months of employment an employee shall not be entitled to paid sick leave at a rate of more than one day for every 26 days worked;
- (b) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employer in respect of any absence from work for any period, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity and if an employee has, during any period of up to eight weeks, received payments in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work.
- (c) this clause shall not apply in respect of an employee at whose request an employer makes contributions, at least equal to those made by the employee, which fund or organisation guarantees payment to the employee in the event of his incapacity in the circumstances set out in this clause.

(2) For the purposes of this clause "incapacity" means inability to work owing to any sickness or injury other than caused by an employee's own misconduct: Provided that any such inability to work, caused by accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), shall be regarded incapacity for only the period for which compensation is payable in terms of that Act.

41. IN-HOUSE WAGE AGREEMENT

(1) The Council shall grant exemption from the provisions of clause 38B and Schedule A, whenever an employer and the trade union wish to enter into negotiations prior to the onset of the annual negotiations on amendments to the Main Agreement and where the Council is advised accordingly, in respect of the minimum wage rate for any or all categories of employees enumerated therein: Provided that—

- (i) any agreement reached shall be reduced to writing and signed by the employer or his authorised representative and by the trade union;
- (ii) such agreement shall be lodged with the Council within seven days of the signing thereof;
- (iii) such agreement shall be only in respect of categories of employees appearing in Schedule A hereto and/or clause 38B;
- (iv) such agreement and the wage schedule annexed thereto or forming part thereof shall be set out in a form and manner acceptable to the Council.

(2) Upon receipt of the written agreement in terms of subclause (1), the Council shall forthwith register the minimum wage rates recorded therein in its records and, failing a commencement date being stipulated in such agreement, such minimum wage rates shall become effective, due and payable to the employees of the employer from the commencement of the pay week following the date of receipt thereof by the Council.

(3) The minimum wage rates published in Schedule A and/or clause 38B of the Main Agreement, as amended from time to time, shall continue to apply to those employers and employees where the employer and employees have not concluded a written agreement as referred to in subclause (1) (a) hereof, and shall in any case apply up to date of commencement of a written agreement as provided for in subclause (2) hereof.

(4) where a group of employers with similar interests, or an employer's organisation in respect of any or all its members, enters into negotiations with the trade union in terms of subclause (1), the provisions of that subclause and of subclauses (2) and (3) shall similarly apply.

42. SHOP STEWARDS' LEAVE

For the purposes of attending training courses and/or seminars and/or meetings and for meetings arranged by the trade unions who are a party to this Agreement, shop stewards shall be entitled to eight days' paid leave per annum irrespective of whether the shop steward is a senior shop steward or not, with effect from the date of the coming into operation of this Agreement.

This leave shall be calculated in each establishment at eight days per annum per shop steward, which leave shall be pooled and shop stewards shall be entitled to use the additional leave so pooled, subject to the following conditions:

- (a) The leave cycle shall commence on 1 January of each year. Leave not taken by a senior shop steward and/or shop steward shall accrue to the newly elected senior shop steward and/or shop steward during any one leave cycle. Leave shall not be cumulative nor be transferable from one employer to another.
- (b) Shop steward's leave shall be taken only during the first eight calendar months of the year: Provided that if leave is requested during the latter part of the year, this shall be subject to consultation between the parties.
- (c) The trade union shall make the training course and/or seminar content and/or the agenda of meetings available to the employer at least seven days in advance.
- (d) Prior arrangements shall be made by the trade union with an employer for the release of key staff. Not more than 50 per cent of elected senior shop stewards and/or shop stewards at any particular establishment shall attend the training course and/or seminar and/or meeting on any particular day.
- (e) The number of shop stewards elected at any particular establishment shall be in the ratio of not more than one to 50 employees.
- (f) The names of the senior shop stewards elected shall be conveyed to the employer by the senior shop steward.
- (g) The trade union shall furnish the employer with written proof that the training course and/or seminar and/or meeting, for which purpose the paid leave was granted, was attended by the particular senior shop steward and/or shop stewards.

43. MATERNITY LEAVE

Any female employee going on confinement shall be entitled to unpaid maternity leave for a period not exceeding six months, with a guarantee of re-employment after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted, subject to the following conditions:

- (a) The employee on maternity leave shall, before or on the expiry date of the six-month period, notify her employer whether or not she will recommence employment.
- (b) Proof for the confinement shall be submitted to the employer upon the employee's return to work in the form of a birth certificate or a death certificate, in the case of a still-birth, or a medical certificate in the case of a miscarriage.
- (c) The employer may extend the six-month guarantee period on receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons.
- (d) The employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave, on a temporary contract of employment for the period of absence of the employee who has been granted maternity leave. Pro-forma temporary contracts of employment may be obtained from the Council.
- (e) During the period referred to in paragraph (d), all the provisions of the agreements by the Council shall apply to the temporary employee.
- (f) During the contract period the employer may, subject to the principles laid down from time to time in the Basic Conditions of Employment Act, 1997, or for any other reason recognised in law, terminate the contract of temporary employment.

44. COMPULSORY RETIREMENT AGE

(1) Subject to the provisions of subclause (3) hereof, any employee who enters the Industry after the date on which this Agreement comes into operation, shall retire at the age of 65 years.

(2) Subject to the provisions of subclause (4) hereof, any employee who is employed in the Industry at the date on which this Agreement comes into operation and who has attained the age of 60 years or more, shall retire on expiry of a period of five years.

(3) (a) The provisions of subclause (1) shall apply to any employee who was previously employed in the Industry for a period of 28 consecutive weeks prior to the date on which this Agreement comes into operation.

(b) Any person at present employed at an employer shall within six months of the date of coming into operation of this Agreement notify his employer whether he wants to retire on reaching the age of 60 or 65 years. Such election of a retirement age shall be final.

(4) Any employer who is registered with the Council in terms of clause 17 of the Agreement, and every employee who is employed in the Industry as at the date of which this Agreement come into operation, shall submit acceptable documentary proof of the employer or employee's age to the Council.

(5) The provisions of subclause (4) shall similarly apply to any employer and employee who enters the Industry after the date on which this Agreement comes into operation.

45. CONCLUDING OF AGREEMENTS

(1) Upon the conclusion of an agreement on wages and related matters between the parties to the Council, no employer shall be required to enter into a second or subsequent agreement on wages and/or related matters contained in this Agreement during the currency of the Agreement that would have the effect of amending, varying or superseding the concluded Agreement during or before expiry of its currency.

(2) The provisions of subclause (1) shall similarly apply to an employer who has concluded an agreement with the trade union under the provisions of clause 41.

(3) The provisions of subclause (1) shall similarly apply to an employer who, under an exemption granted to him by the Council under clause 15, has concluded an agreement with any trade union that has majority representation of members among the employees of such employer.

46. FAMILY RESPONSIBILITY LEAVE

(1) This clause applies to an employee—

- (a) who has been in employment with an employer for longer than four months; and
- (b) who works for at least four days a week for that employer.

(2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take—

- (a) when an employee's child is born;
- (b) when the employee's child is sick; or
- (c) in the event of the death of—
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

(3) Subject to subclause (5), an employer shall pay an employee for a day's family responsibility leave the wage the employee would ordinarily have received for work on that day.

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

(5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in subclause (1) for which the leave was required.

(6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual cycle in which it accrues.

Minimum
per
hour
R **per**
week
R

SCHEDULE A

WAGES 1 JULY 2003 TO 30 JUNE 2004

(l) (1)	Furniture making, i.e. any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (2)	16,91	743,92
(2)	Sundry furniture making operations:		
(a)	Bolting and tightening of nuts, fixing of handles by screws, bolts nuts and screw bolts	14,81	651,55
(b)	Affixing fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, ferrules or dome glids, and inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape	14,81	651,55
(c)	Making and/or pointing of wooden dowels and plugs by hand and/or machine	14,81	651,55
(d)	Knocking in dowels and plugs by hand	14,81	651,55
(e)	Sanding by hand, regardless of whether the article sandpapered is stationary or rotating	14,81	651,55
(f)	Bending or laminating of solid timber by hand or mechanical process	14,81	651,55
(g)	Knocking in of sockets for casters	14,81	651,55
(h)	Filling of holes or cracks with wood filler or similar substance	14,81	651,55
(i)	Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in respect of not less than the wage prescribed in subclause (2)	14,67	645,53

		<i>Minimum</i>	
		<i>per hour</i>	<i>per week</i>
		R	R
(II)	Setting out, i.e. preparing plans for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured	16,91	743,92
(III)	Marking out, i.e. marking or scribing articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling.....	16,91	743,92
(IV)	(1) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part but which excludes the operations referred to in subclause (2)	16,91	743,92
	(2) Sundry furniture machining operations:		
	(a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander	15,33	674,50
	(b) Boring holes, mortising, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine	15,33	674,50
	(c) Operating air-filled sander and portable sander.....	14,81	651,55
	(d) Making and jointing sandpaper rolls or discs and belts for machine sanders	14,67	645,53
	(e) Repetitive marking by template or pattern	14,67	645,53
(V)	(1) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain a paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations referred to in subclause (2)	16,91	743,92
	(2) Sundry polishing operations:		
	(a) Burnishing by machine.....	15,33	674,50
	(b) Waxing.....	14,81	651,55
	(c) Painting and/or filling edges of laminated board and/or plywood to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours	14,81	651,55
	(d) Removing doors and fittings prior to preparation for polishing	14,81	651,55
	(e) Filling in with plaster of paris or any other filling material	14,81	651,55
	(f) Handsanding	14,81	651,55
	(g) Bleaching furniture with acids or any other bleaching agent	14,81	651,55
	(h) Stripping	14,81	651,55
	(i) Staining, filling, oiling and/or reviving by hand.....	14,81	651,55
	(j) Spraying metal	14,67	645,53
	(k) Straining materials.....	14,67	645,53
	(l) Cleaning spray guns	14,67	645,53
	(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus	14,67	645,53
(VI)	(1) Furniture upholstering, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, inter alia, cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes (other than wooden or metal laths and crossbars), filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frame, but which excludes the operations referred to in subclause (4).....	16,91	743,92
	(2) Seamsters or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets or bolsters by hand or machine.....	15,16	666,85
	(3) Learners employed in learning the class of work referred to in subclause (2)—		
	during the first six months of employment	14,56	640,61
	during the second six months of employment.....	14,68	646,08
	during the third six months of employment	14,80	651,00
	during the fourth six months of employment.....	14,92	656,47
	thereafter	15,16	666,85
	(4) Sundry furniture upholstering operations—		
	(a) Positioning wooden and metal laths and crossbars to frames	15,43	678,88
	(b) Filling cushions with spring interiors and/or spring units.....	15,71	691,45
	(c) Cutting foam rubber or similar material by band saw	15,33	674,50

		<i>Minimum</i>	
		<i>per</i>	<i>per</i>
		<i>hour</i>	<i>week</i>
		R	R
	(d) Fixing ready-made cane mats.....	15,33	674,50
	(e) Tufting or buttoning by hand or machine, where this done in loose pieces in the pre-assembly stage, including quilted buttoning, but shall exclude deep, diamond or pleated buttoning.....	15,96	702,38
	(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine	15,43	678,88
	(g) Laying out of filling materials on a spring unit.....	15,43	678,88
	(h) Spreading of adhesive on backs and cover material and joining of same	15,16	666,85
	(i) Loading, wheeling and operating a cloth spreading machine.....	14,81	651,55
	(j) Teasing coir or other materials by machine	14,81	651,55
	(k) Filling of cushions with substances of materials other than spring interiors and/or spring units by machine	14,81	651,55
	(l) Riempie work.....	14,81	651,55
	(m) Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery	14,67	645,53
	(n) Springing up spring edges with zig-zag and/or no-sag type of springs to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal.....	14,67	645,53
	(o) Cutting of platforms used for covering helical and/or no-sag springs.....	14,67	645,53
	(p) Breaking up and/or cutting up by hand bulk rolls of upholstery materials of all kinds from selfedge to selfedge.....	14,67	645,53
	(q) Cutting cardboard in upholstery sections by hand and/or machine.....	14,67	645,53
	(r) Straight cutting of materials by hand or machine for bottoms or underseating over springs (linen and hessian)	14,67	645,53
	(s) Teasing coir or other materials by hand.....	14,67	645,53
	(t) Unwinding filling materials in rope form	14,67	645,53
	(u) Banding upholsterer's beading.....	14,67	645,53
	(v) Making buttons and tufts	14,67	645,53
	(w) Assisting upholsterer in holding cover material.....	14,67	645,53
	(x) Cutting to shape and joining of foam rubber or latex by hand.....	14,67	645,53
	(y) Tacking on bottoms of upholstered article.....	14,67	645,53
	(z) (i) The tacking of hessian or lining onto seat platforms	14,67	645,53
	(ii) The tacking or stapling of cardboard to bare frames	14,81	651,55
	For the purposes of this clause and clauses (XI) and (XIV), a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion seat or any other bedding and/or seating device.		
(VII)	(1) Furniture carving and/or wood-carving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but which exclude the undermentioned sundry operation.....	16,91	743,92
	(2) Stippling and punching background to carving.....	14,81	651,55
(VIII)	Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture	16,91	743,92
(IX)	(1) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or part, with veneer, but which excludes the operations mentioned in subclause (2).....	16,91	743,92
	(2) Sundry veneering operations—		
	(a) Positioning of veneers by hand.....	14,67	645,53
	(b) Tapeless jointing by machine	14,67	645,53
	(c) Operating presses of any kind	14,67	645,53
	(d) Loading and unloading vacuum bags and presses of any kind.....	14,67	645,53
	(e) Washing off gum and tapes	14,67	645,53
	(f) Stacking parts after pressing.....	14,67	645,53
	(g) Veneering edges	14,67	645,53

		<i>Minimum</i>	
		<i>per</i>	<i>per</i>
		<i>hour</i>	<i>week</i>
		R	R
	(h) Veneering edges using a machine which also trims and sands the edges ...	15,33	674,50
	(i) Lipping edges by mechanical appliance only	15,33	674,50
(X)	(1) Learner journeyman employed in learning the classes of work referred to in clause (I) to (IX), other than the sundry operations referred to therein—		
	during the first year of employment	15,21	669,04
	during the second year of employment	15,67	689,26
	during the third year of employment	16,31	717,68
	thereafter, the minimum prescribed wage.		
	If a person who has been employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of.	15,43	678,88
(XI)	(1) Bedding making, i.e. the manufacturing by hand or mechanical appliance, either in whole or in part, of all types of mattress filled with coir, hairlock, flock, kapok, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials, or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking and/or hooking on of spring mattress wires, spiral springs and helical springs to frames, and shall include:		
	(a) Waving of spring mesh	15,43	678,88
	(b) Stuffing filling into mattress cases	15,43	678,88
	(c) Side stitching	15,43	678,88
	(d) Tufting	15,43	678,88
	(e) Operating a border quilting machine	15,43	678,88
	(f) Operating a top quilting machine	15,43	678,88
	(g) Preparing frames and rollers for the top quilting machine	15,43	678,88
	(h) Securing, sewing or stapling interlaced pads to spring units	15,43	678,88
	(i) Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress	15,43	678,88
	(j) Taping and edging spring interior mattress	15,43	678,88
	(k) Roll edging, but which excludes the operations referred to in subclause (ii).	15,43	678,88
	(l) Buttoning of headboards ancillary to mattress making	15,65	688,71
(2)	Sundry bedding operations:		
	(a) Cutting tips, borders and cases	15,16	666,85
	(b) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts	15,16	666,85
	(c) Sewing mattress handles to border	15,16	666,85
	(d) Joining border lengths	15,16	666,85
	(e) Closing up the mouths of mattresses	15,16	666,85
	(f) Closing pillows, cushions, bolsters	15,16	666,85
	(g) Bolting by hand of bed mattress frames	14,81	651,55
	(h) Preparing spools for a border quilting machine	14,81	651,55
	(i) Cutting quilted borders to lengths	14,81	651,55
	(j) Punching holes in mattress borders	14,81	651,55
	(k) Fitting ventilators and handles to mattress borders	14,81	651,55
	(l) Feeding the interlacing machine	14,81	651,55
	(m) Cutting and making pads, irrespective of materials used	14,81	651,55
	(n) Positioning of laths and crossbars, or fixing webbing to mattress or bed frames	14,81	651,55
	(o) Staining mattress frames	14,81	651,55
	(p) Affixing lugs to mattress frames	14,81	651,55
	(q) Positioning and securing a mesh to a mesh frame	14,81	651,55
	(r) Hanging loops on needles in compression tufting	14,81	651,55
	(s) Loading, wheeling and operation a clothspreading machine	14,81	651,55
	(t) Operating a teasing machine	14,81	651,55
	(u) Attending a loopmaking machine	14,81	651,55
	(v) Attaching loops to buttons or tufts	14,81	651,55
	(w) Fitting bed irons, domes, casters and sockets	14,81	651,55
	(x) Staining and/or varnishing frames by hand	14,81	651,55

		<i>Minimum</i>	
		<i>per hou</i>	<i>per week</i>
		R	R
	(y) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames.....	14,81	651,55
	(z) Fixing bed irons.....	14,81	651,55
	(aa) Attaching spring units to bed frames.....	14,81	651,55
	(ab) Filling pillows, cushions and bolsters, with materials other than spring interiors and/or spring units.....	14,67	645,53
	(ac) Mass-measuring pillows, bolsters, cushions and quilts	14,67	645,53
	(ad) Stripping bedding	14,67	645,53
	(ae) Cutting chain, hoop iron or any other similar materials	14,67	645,53
	(af) Teasing coir or any other materials by hand.....	14,67	645,53
	(ag) Tacking cardboard or calico backs onto upholstered headboards.....	14,81	651,55
	(ah) Glueing plastic mesh to foam.....	14,67	645,53
(3)	Learners employed in learning the class of work referred to in subclause (1) (Bedding making)—		
	during the first six months of employment	14,73	648,27
	during the second six months of employment.....	14,88	654,83
	during the third six months of employment	15,01	660,29
	during the fourth six months of employment	15,13	665,76
	thereafter	15,43	678,88
(XII) (1)	Curtain-making, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but which excludes the operations mentioned in subclause (2)	16,91	743,92
(2)	Sundry operations—		
	(a) Seamster or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine.....	15,16	666,85
	(b) Cutting edge-to-edge, but excluding cutting for pattern matching	14,67	645,53
	(c) Pressing and/or ironing curtaining.....	14,67	645,53
	(d) Handling materials.....	14,67	645,53
(3)	Learners employed in learning the class of work referred to in subclause (2) (a) (seamsters)—		
	during the first six months of employment	14,56	640,61
	during the second six months of employment.....	14,68	646,08
	during the third six months of employment	14,80	651,00
	during the fourth six months of employment	14,92	656,47
	thereafter	15,15	666,85
(4)	Learners employed in learning the class of work referred to in subclause (1), other than the sundry operations referred to in subclause (2) and learner seamsters referred to in subclause (3)	The minimum prescribed learner journey-men clause X of this Schedule	
(XIII) (1)	Labouring, i.e.—		
	(a) assisting a machinist in handling materials before and after machining.....	14,67	645,53
	(b) attending a boiler, incinerator and/or oven.....	14,67	645,53
	(c) attending to dust bags and/or cyclones of sanding machines	14,67	645,53
	(d) baling and dipping upholstery springs.....	14,67	645,53
	(e) beating and/or teasing coir by hand.....	14,67	645,53
	(f) cleaning and sweeping premises	14,67	645,53
	(g) cleaning machinery, plant, tools and utensils.....	14,67	645,53
	(h) cleaning and blowing down equipment.....	14,67	645,53
	(i) cleaning metal rods	14,67	645,53
	(j) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials.....	14,67	645,53
	(k) delivery of what by manually propelled vehicles.....	14,67	645,53
	(l) delivery of letters and parcels	14,67	645,53
	(m) filling cushions with substances of materials, other than spring interiors and/or spring units by hand.....	14,67	645,53

		<i>Minimum</i>	
		<i>per</i>	<i>per</i>
		<i>hour</i>	<i>week</i>
		R	R
	(n) glueing sandpaper discs	14,67	645,53
	(o) handling materials	14,67	645,53
	(p) lime washing.....	14,67	645,53
	(q) loading and/or unloading vehicles.....	14,67	645,53
	(r) loading and unloading kilns.....	14,67	645,53
	(s) making tea or similar beverages	14,67	645,53
	(t) oiling and greasing machines and/or vehicles	14,67	645,53
	(u) operating presses of any type.....	14,67	645,53
	(v) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers	14,67	645,53
	(w) preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine	14,67	645,53
	(x) pushing or pulling a vehicle or handcart	14,67	645,53
	(y) riveting or making threads on iron bolts and rods.....	14,67	645,53
	(z) straightening and/or cutting hoop iron used for webbing	14,67	645,53
	(aa) stripping second-hand upholstery and bedding	14,67	645,53
	(ab) taping of veneers and attending veneer press.....	14,67	645,53
	(ac) the treatment of timber for preservation.....	14,67	645,53
	(ad) unpacking, baling and unbalancing raw materials	14,67	645,53
	(ae) wrapping in paper or cardboard	14,67	645,53
	(2) Labourers: New Entrants (see definition under clause 3): Party shops only	12,70	558,61
(XIV)	Miscellaneous—		
	(1) Welding, other than spot-welding	16,91	743,92
	(2) Machine maintenance mechanic	16,91	743,92
	(3) Spot-welding	15,16	666,85
	(4) Despatch clerk, storeman, timekeeper	15,11	664,66
	(5) Caretaker or watchman	14,81	651,55
	(6) Packer.....	14,81	651,55
	(7) Constructing spring interiors and/or spring units and manufacturing their component parts.....	14,81	651,55
	(8) Learner packer.....	14,67	645,53
	(9) Bending, punching, riveting, drilling and/or assembling metal parts	14,67	645,53
(XV)	(1) Juvenile male employees engaged in a trade designated under the Manpower Training Act, 1981, during the authorised probation period	14,71	647,17
	(2) All other juveniles	14,71	647,17
(XVI)	Office employees—		
	during the first year of employment	14,73	648,27
	during the second year of employment.....	14,97	658,65
	during the third year of employment	15,32	673,96
	during the fourth year of employment.....	15,67	689,26
	during the fifth year of employment	16,03	705,11
	thereafter	16,47	724,79
(XVII)	Casual labourer—		
	Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only ...	R75,00 per day	
(XVIII)	Chargehand—		
	In charge of employees who have no journeyman status	R10,00 per week above his minimum prescribed wage for the class of work performed by him	
	In charge of journeyman	R15,00 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work	

		<i>Minimum</i>	
		<i>per hour</i>	<i>per week</i>
		R	R
(XIX) (1)	Ornament and novelty making, i.e. any operation or process in the manufacture or assembly of ornaments and novelties, but which excludes the operations referred to in subclause (2)	16,91	743,92
(2)	The classes of work referred to in clauses (1) (2), (IV) (II), (V) (2), (VII) (2) and (IX) (2) hereof	16,91	743,92
	Commencing weekly wage—stage 1	18,60	818,26
Upon completion of stage 1 and subsequent stages, the weekly wage of an apprentice is to be increased by 25% of the difference between the minimum wage rate for labourers, plus R10,00, and that for journeymen in force at the time of completion of such stage.			
(XXI)	Artisans—Employees who have passed a trade test in a designated trade and have completed N1	18,60	818,26
(This represents the rate plus 10% on the following categories: (I) (1), (II), (III), (IV) (1), (V) (1), (VI) (1), (VII) (1), (VIII), (IX) (1), (XII) (1), (XIV) (1) and (2), (XIX) (1).			

Signed at Durban on this 30th day of September 2003.

B. NEETHLING

Chairman

G. MOONSAMY

Vice-Chairman

G. J. P. BLIGNAUT

Secretary

No. R. 427

2 April 2004

LABOUR RELATIONS ACT, 1995

FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION: EXTENSION OF MAIN AMENDING COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd, Mdladana, 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, and was concluded in the Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region 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 5 April 2004, and for the period ending 30 June 2004.

M.M.S. MDLADLANA

Minister of Labour

No. R. 427

2 April 2004

WET OP ARBEIDSVARHOUDINGE, 1995

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

Ek, Membathisi Mphumzi Shepherd, Mdladana, 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 Meubel-, Beddegoed- en Stofferingsnywerheid Bedingingsraad, Groter Noordelike Streek 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 5 April 2004 en vir die tydperk wat op 30 Junie 2004 eindig.

M.M.S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die Ooreenkoms by die Engelse kennisgewing, is op aanvraag beskikbaar by die Bedingingsraad.

SCHEDULE**FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION****COLLECTIVE AGREEMENT**

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

Furniture, Bedding and Upholstery Manufacturers' Association (FBUMA)

and the

Curtain Makers' and Allied Products Association (CMAA)

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

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

and the

Chemical, Energy, Paper, Printing, Wood, and Allied Workers' Union

(CEPPWAWU)

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

being the parties to the Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region, to amend the Collective Agreement published under Government Notice No. R. 278 of 5 March 1999, as extended, amended and corrected by Government Notices Nos. R. 578 of 7 May 1999, R. 746 of 11 June 1999, R. 1272 of 29 October 1999, R. 1426 of 3 December 1999, R. 1482 of 17 December 1999, R. 542 of 2 June 2000, R. 888 of 8 September 2000, R. 577 of 29 June 2001, R. 1396 of 21 December 2001, R. 299 of 15 March 2002, R. 1279 of 12 September 2003 and R. 1322 of 26 September 2003.

CHAPTER 1**1. SCOPE OF APPLICATION**

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

- 1.1.1 by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged or employed in the Furniture, Bedding and Upholstery Industry;
- 1.1.2 in the Province of the Transvaal as it existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

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

- 1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
- 1.2.2 apply to apprentices in so far as the provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or learnership under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder; and
- 1.2.3 be subject to the provisions of the Determination by the Court, dated 30 October 1984, in the matter between the Industrial Councils for the Furniture and Bedding Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal and Natal, and the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1.3 The following provisions shall not apply to non-parties: Clauses 1.1.1 and 2.1 of Chapter 1, Chapter 2A and items 3.1 and 3.2 of Schedule 1.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 7 October 2003 and in respect of the non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 30 June 2004.

3. CLAUSE 6: REGISTRATION OF EMPLOYERS

(1) Change clause 6.3.2.3 to read as follows:

"6.3.2.3 Provident Fund contributions and additional Provident Fund contributions."

(2) Change clause 6.8 to read as follows:

"PHASE THREE: October of the third year of registration to the end of September of the following year.

During this period the employee(s) shall be remunerated at not less than 75% of the prevailing minimum weekly wage rates as specified in Schedule 2. In addition to the contributions payable in phases one and two, the following contributions shall become payable as specified in Schedule 1:

Provident Fund contributions

Additional Provident Fund contributions."

4. SCHEDULE 1

CALCULATIONS OF CONTRIBUTIONS PAYABLE TO THE COUNCIL

- (1) Insert the following new clause 3 and renumber clauses 3, 4 and 5 accordingly:

"3. ADDITIONAL PROVIDENT FUND (payable only when more than 16 hours per week have been worked).

All employees in the Industry and all employers in the Industry, including working employers who do not contribute to either a Council-administered or Party-administered Sick Benefit Society, shall pay an additional Provident Fund contribution as follows:

3.1 Employees in Industry: R35,00 per week.

3.2 Employers in Industry: R35,00 per week.

3.3 Working employers in Industry: R70,00 per week."

Agreement signed at Johannesburg this 15th day of January 2004.

H.A. DE KLERK

Chairman

J. SLABBERT

Vice-Chairman

W.A. JANSE VAN RENSBURG

General Secretary

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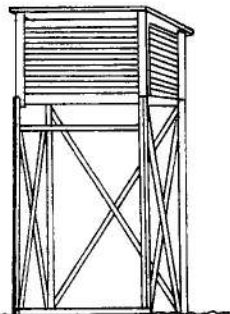
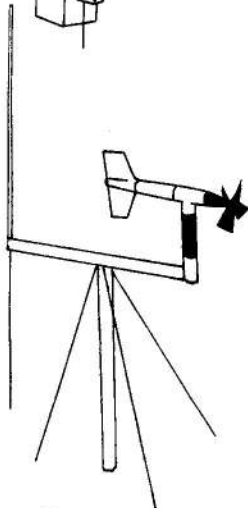
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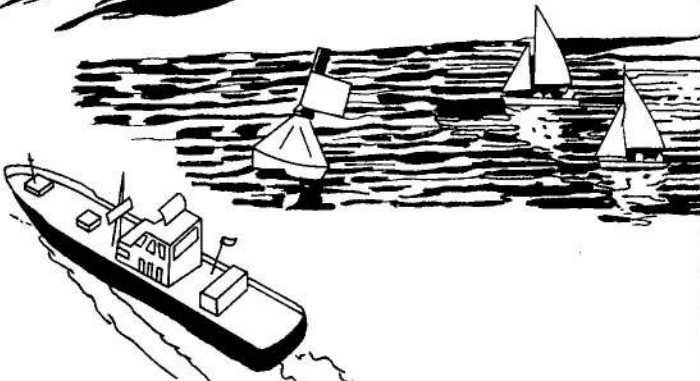
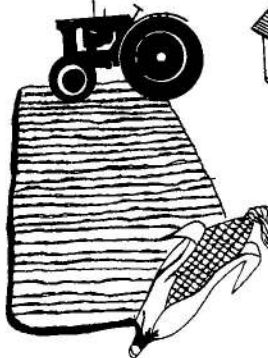
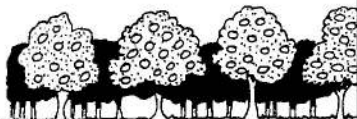
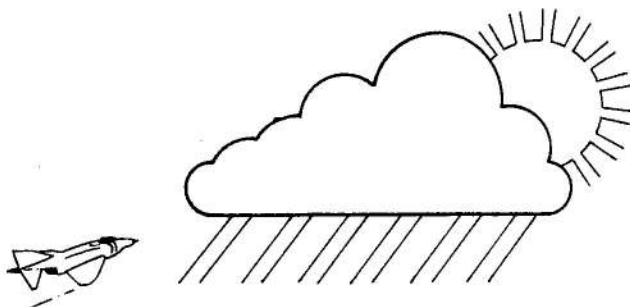
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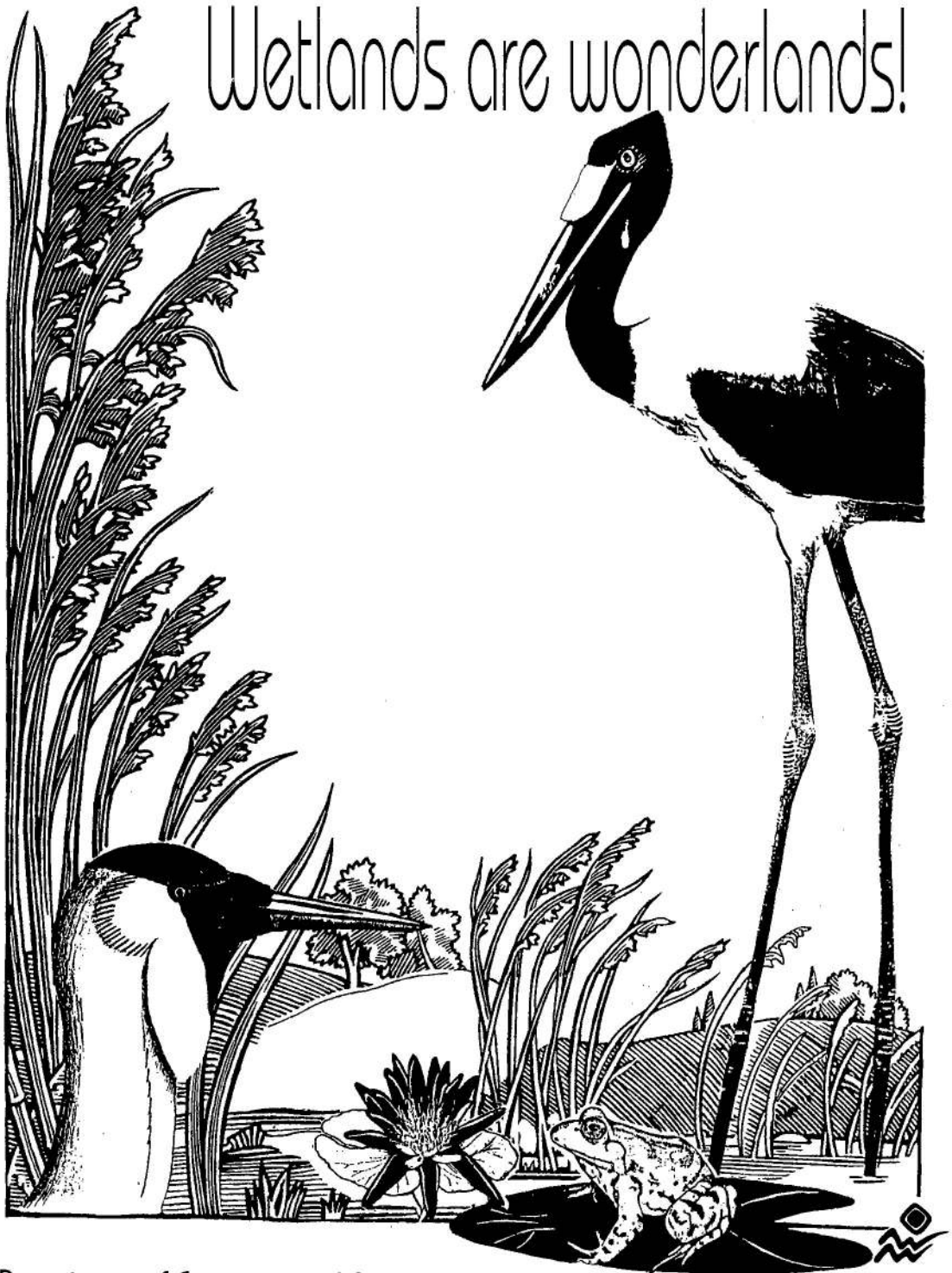
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