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For purposes of reference, all Proclamations, Government Notices, General Notices and Board Notices published are included in the following table of contents which thus forms a weekly index. Let yourself be guided by the gazette numbers in the righthand column:

Alle Proklamasies, Goewermentskennisgewings, Algemene Kennisgewings en Raadskennisgewings gepubliseer, word vir verwysingsdoeleindes in die volgende Inhoudopgawe ingesluit wat dus weeklikse indeks voorstel. Laat uself deur die Koerantnommers in die regterhandse kolom lei:

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

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LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2016

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1000 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	250.00
Ordinary National, Provincial	2/4 - Half Page	500.00
Ordinary National, Provincial	3/4 - Three Quarter Page	750.00
Ordinary National, Provincial	4/4 - Full Page	1000.00

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3000** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 15h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES**EXTRAORDINARY GAZETTES**

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice .
(Please see *Quotation* section below for further details)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (Please see the *Copy Section* below, for the specifications).
 - 8.1.5. Any additional notice information if applicable.
9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**QUOTATIONS**

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** GPW's annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:

24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.

24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.

24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.

24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s).

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
E-mail: info.egazette@gpw.gov.za
Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

NO. 1296

24 NOVEMBER 2017

Marine Living Resources Act, 1998 (Act No. 18 of 1998)

**ESTABLISHMENT OF A CONSULTATIVE ADVISORY FORUM FOR MARINE LIVING
RESOURCES AND INVITATION FOR NOMINATIONS FOR MEMBERS OF THE FORUM**

I, Senzeni Zokwana, Minister of Agriculture, Forestry and Fisheries, in terms of section 5 of the Marine Living Resources Act, 1998 (Act No. 18 of 1998) ("the Act") hereby publishes establishment of a Consultative Advisory Forum for Marine Living Resources. Further, I, in terms of section 7 of the Act hereby invite for nominations for members, qualified to make substantial contribution towards the proper functioning of the Forum.

Interested and affected parties may submit invitations for nominations to the Department on or before 8 December 2017 by mail, by hand, e-mail, or telefax transmission. Please note that invitations for nominations received after the given period of time will be disregarded.

Invitations for nominations should be directed to:		
<u>By mail</u> Department of Agriculture, Forestry and Fisheries Private Bag 250 PRETORIA 0001	<u>By Hand</u> Department of Agriculture, Forestry and Fisheries Agriculture Place 20 Steve Biko Street ARCADIA	<u>By e-mail</u> COSMIN@daff.gov.za <u>By Telephone</u> Thandeka Dlamini 012 319 7150 <u>By Telefax</u> 012 319 6681

Senzeni Zokwana**Minister: Agriculture, Forestry and Fisheries**

DEPARTMENT OF EDUCATION

NO. 1297

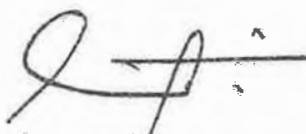
24 NOVEMBER 2017

**NOTICE TO CANCEL THE REGISTRATION OF PROGRAMMES APPROVED TO
SANTS PRIVATE HIGHER EDUCATION INSTITUTION (PTY) LTD**

I, Gwebinkundla Felix Qonde, Director-General of the Department of Higher Education and Training, hereby, in terms of section 63(a) of the *Higher Education Act, 1997 (Act No. 101 of 1997)* ("the Act") and Regulation 17(3) of the *Regulations for the Registration of Private Higher Education Institutions, 2016* ("the Regulations"), give notice that I cancel the registration of the following programmes currently approved to *SANTS Private Higher Education Institution*:

- a) *Bachelor of Education in Foundation Phase (480-Credits: Distance Mode)*; and
- b) *Bachelor of Education in Intermediate Phase (480-Credits: Distance Mode)*

The reason for the cancellation of the registration of the above programmes is due to the withdrawal of the accreditation of the programmes by the *Council on Higher Education (CHE)*.



Mr GF Qonde
Director-General

Date: 19/02/2017

DEPARTMENT OF HOME AFFAIRS

NO. 1298

24 NOVEMBER 2017

ALTERATION OF SURNAMES IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT NO. 51 OF 1992)

The Director-General has authorized the following persons to assume the surnames printed in *italics*:

1. Thamsanqa Cyprian Mdletshe - 770413 5788 081 - A 1909 Hlekini Road, NTUZUMA, 4359 - *Simamane*
2. Zamani Siyanda Zulu - 990220 6082 081 - P O Box 81, NONGOMA, 3950 - *Sithole*
3. Gugu Thwala - 931124 1223 082 - Fernie, AMSTERDAM, 2375 - *Hlophe*
4. Thandokuhle Percival Ngiba - 930807 5255 081 - 7 Sunnyside Street, KRIEL, 2271 - *Ndlovu*
5. Mthokozisi Fortune Sibanyoni - 900131 6030 088 - Stand No 2589, Kwazanele, BREYTEN, 2330 - *Zwane*
6. Kediemetse Nompilo Seekoei - 981024 0178 080 - 1947 Watshiwa Road, Galeshewe, KIMBERLEY, 8335 - *Morake*
7. Lindiwe Granny Sindane - 920228 0854 087 - 9652 Extension 5, SOSHANGUVE, 0152 - *Mthimunye*
8. Thamsanqa Plaatjie - 950115 5765 082 - 19928 Alfred Nzo Street, Mandela Park, KHAYELITSHA, 7784 - *Maseti*
9. Ntsoaki Monica Chuene - 900319 1217 087 - 51 Moswana Street, Lotus Gardens, PRETORIA, 0008 - *Makinta*
10. Frans Mogohloane - 961230 6202 089 - E 1450 Makometsane, MBIBANE, 0472 - *Kgole*
11. Buhle Sandile Magwaza - 980916 5737 086 - P O Box 10, NKANDLA, 3885 - *Ndlovu*
12. Nomfundo Nontobeko Lunga - 960523 0669 084 - Eskom No 2229, OSIZWENI, 2952 - *Mayisela*
13. Elvis Ithuteng Setshedi - 870917 5447 083 - 551 Morobe Drive, Tlhabang West, RUSTENBURG, 0300 - *Shiwara*
14. Zamanguni Pride Mkhize - 860608 0686 088 - 13890 Oleander Road, AUCKLANDS, 3604 - *Mncwabe*
15. Bongani Reuben Langa - 850810 5252 088 - 5 Hatting Drive, Vosloorus, BOKSBURG, 1475 - *Kganane*
16. Sakhele Ernest Jack - 820805 5682 083 - 1630 Zinyoka Location, SEYMOUR, 5750 - *Ntongo*
17. Sibusiso Mazibuko - 810628 5513 088 - 1 Elizabeth Avenue, KLOOF, 3610 - *Mbanjwa*
18. Lazarus Mafa - 891025 5565 089 - Stand No 44, Gasebone, EISLEBEN, 0810 - *Petha*
19. Casper Hendrik Visser - 920427 5078 086 - 9th Street, No 2, COLIGNY, 2725 - *Swanepoel*
20. Bathandwa Xabe - 980225 5916 082 - Lower Nenga Area, MQANDULI, 5050 - *Pali*
21. Mervin Thothi Ngantweni - 650919 5377 084 - 1 Bethlehem Street, Walmer Location, PORT ELIZABETH, 6010 - *James*
22. Ikaneng Petu - 781102 5640 080 - House No 112, Logobate, KURUMAN, 8460 - *Mohulatsi*
23. Vumowakhe Simon Mela - 620311 5308 086 - 32 Oriole Centre, MTUBATUBA, 3935 - *Hlela*
24. Lordwish Temana - 790203 5837 087 - 191 B Madshaya Road, NALEDI, 0743 - *Sefahamela*
25. Motloganeng Eric Mashifane - 840924 6384 080 - Phokoane, NEBO, 1051 - *Motong*
26. Phumlani Xolani Xulu - 840731 5757 087 - 4438 New Stands, Bhekuzulu Location, VRYHEID, 3100 - *Ntombela*

27. Siphesihle Blessing Shangase - 870510 5814 087 - G 324 Umlazi Township, UMLAZI, 4010 - *Gasa*
28. Tshidiso Donald Sefudi - 880224 5271 086 - 998 Leratswana, ARLINGTON, 9602 - *Motlounge*
29. Benedict Rantshabe Mokone - 980506 5307 087 - No 635, Vlaklaagte No 1, KWAMHLANGA, 1022 - *Mahlangu*
30. Mojausa Thomas Ramogale - 891206 5240 085 - Stand No 340, BOEKENHOUTHOEK, 1022 - *Mokabane*
31. Shanty Lerato Moumakoe - 941214 1020 089 - 221 Robalang Section, MMOROGONG, 0379 - *Mosotho*
32. Mpooyeng George Malatji - 560208 5742 086 - A 23 Malaeneng Section, Mooinooi, MAMBA, 0325 - *Jujuju*
33. Wilax Moseamedi - 870426 5908 086 - P O Box 35, LETSITELE, 0885 - *Nkhwashu*
34. Obed Thabo Letsholo - 730603 6284 085 - E 772 Dithabaneng Section, PHOKENG, 0335 - *Tlabakwe*
35. Tseko Johannes Sefudi - 891123 5392 081 - 998 Lethuli Section, Leratswana, ARLINGTON, 9602 - *Motlounge*
36. Senzo Brains Shezi - 870316 5927 089 - 17 Maritz Street, SASOLBURG, 1947 - *Ngcoya*
37. Mboneni Mathenjwa - 940111 6156 085 - Shoba Area, HLOBANE, 3145 - *Zungu*
38. Malixole Mda - 860704 5781 089 - 7 Hugo A Street, Monument Heights, KIMBERLEY, 8301 - *Nogwili*
39. Mlamli Mvulana - 840607 6537 084 - Bhala Area, FLAGSTAFF, 4810 - *Mlolo*
40. Robert Magabela Mdiza - 640416 5913 086 - Balase, QUMBU, 5180 - *Jojwa*
41. Maureen Monica Malinga - 980810 0950 085 - 15452 Extension 21, Mandela, ETWATWA, 1519 - *Mnisi*
42. Nompilo Ngidi - 981028 0224 083 - P O Box 154, HIGHFLATS, 3306 - *Mseleku*
43. Steven Stefane Lottering - 750303 7565 088 - 3753 Marantheng, DANIELSKUIL, 8405 - *Zacharias*
44. Mbongeni Welcome Ndwane - 660320 5574 085 - Beala Area, UMZINTO, 4200 - *Majozi*
45. Kamogelo Makhaya - 950728 5457 086 - 9882 Botho Drive Street, KRUGERSDORP, 1740 - *Motsemme*
46. Matome Stanley Malema - 840904 6008 087 - Inveraan, BOCHUM, 0970 - *Mabote*
47. Tshepo Abnah Nakana - 821022 5693 081 - 1879 Mokgareng Village, TAUNG, 8584 - *Thomas*
48. Nonkululeko Promise Ndlovu - 841118 0823 081 - C 663 Mpumalanga Township, HAMMARSDALE, 3700 - *Mthembu*
49. Lungelo Dennis Mbelu - 860804 5417 088 - 80 White Road, Grange, PIETERMARITZBURG, 3200 - *Dlomo*
50. Sibusiso Prince Sithole - 800513 5945 088 - 758 Unit J, Imbali, PIETERMARITZBURG, 3200 - *Langa*
51. Sanele Phillip Sibeko - 870415 5461 089 - 5567 Ward 18, OSIZWENI, 2952 - *Shabalala*
52. Themba Vincent Ramapulane - 890628 5816 088 - 621 Chrishani Park, WITSIESHOEK, 9870 - *Nkosi*
53. Mduduzi Donald Mahlangu - 870203 5489 080 - 2290 Kwaggafontein A, EMPUMALANGA, 0450 - *Nkosi*
54. Jabulane Petrus Mahlangu - 820826 5666 082 - 1309 Dalpark, Extension 4, DELMAS, 2210 - *Masango*
55. Tebogo Obakeng Nicodemus Moseki - 790131 5274 086 - 4913 Kanyamazane, MPUMALANGA, 1214 - *Fundisi*
56. Jan Sibusiso Mahlangu - 791013 5553 082 - 6562 Empumelelweni, WITBANK, 1035 - *Mhlanga*
57. Sibusiso Mungwe - 860805 5530 085 - 4 Tempo Street, NELSPRUIT, 1200 - *Sithole*

58. Mlulami Kulati - 720814 5568 087 - Erf 3731, Watergang, STELLENBOSCH, 7599 - *Somdaka*
59. Xolisile Immaculate Gumede – 820509 0928 083 - M 413, Section 7, MADADENI, 2951 - *Nkosi*
60. Fana Lawrence Ngubelanga - 840905 5336 080 - Kwa Machi Location, HARDING, 4680 - *Gwija*
61. Ngwako David Peleho - 380317 5263 080 - P O Box 12, KGOHLWANE, 0766 - *Maifo*
62. Phaladi Comfort Piñjadi - 890816 6260 089 - 11 Mohlapane Street, SAULSVILLE, 0125 - *Phasha*
63. Molokomme Lesiba Seanego - 720530 5444 083 - 23 Mississipi Street, WESTENBURG, 0699 - *Molokomme*
64. Elias Mphangwa Masango - 790505 6687 083 - P O Box 30223, Matshelapata, MAJA, 0719 - *Maja*
65. Vusumuzi Gideon Malatji - 840321 5611 086 - 1410 B Zone 2, MAHWELERENG, 0626 - *Mankhense*
66. Michael Modiri Mofomme - 711010 6610 082 - Stand No 034, Lesehleng, DENNILTON, 1036 - *Mokone*
67. Tsebo Kgoto Mashiloane - 860730 5672 085 - Stand No 10150, Serageng Village, MARBLE HALL, 0450 - *Matsekoleng*
68. Profesor Oscar Ndlovu - 840626 6006 080 - Runnymede Village, NWAMITWA, 0871 - *Baloyi*
69. Comewell Shikwambana - 800604 5472 080 - Mafarana Village, LENYENYE, 0857 - *Mmola*
70. Thabana Patrick Kgwakgwe - 870819 5387 089 - 790 Ga-Ramokiriri, ZEERUST, 2880 - *Letebele*
71. Lolo Jantjie Mohlala - 521102 5321 082 - Kutupu, NEBO, 1059 - *Muthimunye*
72. Rossinah Monkie Mokoka - 800404 1230 081 - Stand No 430, Phake, SIYABUSWA, 0472 - *Kgomo*
73. Ndabayakhe Esau Dhladhla - 600815 5541 086 - House No 3161, Sinqobilo, DAGGAKRAAL, 2492 - *Mabuza*
74. Bangani Josiah Mokoena - 621215 5527 083 - Stand No 559, SIYABUSWA, 0472 - *Mathibela*
75. Maqubu Ezekia Mthimkulu - 390101 5318 088 - Block C, EMONDLO, 3105 - *Xaba*
76. Tholakele Nesta Maseko - 900612 1333 080 - Stand No 1944, AMERSFOORT, 2490 - *Nkwanyana*
77. Sithembiso Jili - 740401 5478 081 - Umzingwenya Reserve, ESIKHAWINI, 3887 - *Zulu*
78. Thankslord Siyabonga Dlamini - 900523 5799 087 - House No 709, Fairview Location, IXOPO, 3276 - *Gwala*
79. Thabiso Meshack Sefudi - 810611 5932 086 - 106 Mbeki Section, Blue Gum Bosch, PHUTHADITJHABA, 9869 - *Motloung*
80. Jeanette Mmaletsatsi Mogoje - 771225 2044 089 - House No 60059, Merokwaneng, MODDERKUIL, 0318 - *Mokotedi*
81. Mongezi Godfrey Kanyane - 920711 5320 089 - 136 Langa Street, White City, JABAVU, 1868 - *Hleko*
82. Pitso Johannes Moiloa - 731001 5693 084 - 5603 K 5, Kutloanong, ODENDAALSRUS, 9480 - *Ramatsebe*
83. Mphakamseni Cosmos Ngubo - 841210 6245 086 - 427 – 7th Avenue, CLEARNAVILLE, 3610 - *Cele*
84. Mvelo Lindokuhle Mchunu - 850831 5529 085 - No 430, Mandla Road, WELBEDUTCH, 4142 - *Hlophe*
85. Sello Alfred Masuluke - 590625 5876 081 - 29 Shiya Street, ATTERIDGEVILLE, 0008 - *Khoele*
86. Dumazi Augurst Molambo - 810807 5458 086 - 830 Mpharanyana Street, Spruitview, KATLEHONG, 1432 - *Mahhulana*
87. Neo Jonathan Sethiba - 840516 5530 083 - 16 Boundary Street, Peace Heaven, Finsburg, RANDFONTEIN, 1709 - *Phutyagae*

88. Raymond Mokgoroane Kgotso Mamarega - 850816 6320 089 - Stand No 165, MOTETEMA, 0473 - *Moto*
89. Mzwandile Innocent Lesego Keletlilwe - 831206 5793 086 - 1650 A Phuti Street, Naledi, SOWETO, 1717 - *Tlou*
90. Celamandla Nxumalo - 970715 6382 088 - P O Box 132, NONGOMA, 3950 - *Mncwango*
91. Patrick Mahlangu - 860124 5735 086 - 1875 Gondwe Street, Extension 1, DELMAS, 2210 - *Hlase*
92. Msebenzi Simon Mahlangu - 740512 5376 081 - 1309 Delpark, Extension 4, DELMAS, 2210 - *Masango*
93. Tebatso Bishop Makola - 890116 5481 087 - 1258 Gaphaahla, SIYABUSWA, 0472 - *Leope*
94. Tshepo Godfrey Mbatha - 890620 5509 086 - 6804 Extension 7, STANDERTON, 2430 - *Tsotetsi*
95. Patrick Lebogang Kekana - 960106 6421 088 - P O Box 60, MOGOTO, 0632 - *Nzimande*
96. Boitumelo Frieda Ramolahloane - 950901 1356 087 - 7494 Thulo Street, Rocklands, BLOEMFONTEIN, 9323 - *Marumo*
97. Katlego Thabang Kekana - 931015 5888 088 - Stand No B3400, MAGANA, 0472 - *Phahlane*
98. Nosisi Nogxotha - 921008 1185 080 - Toleni Area, MT FRERE, 5090 - *Nongindzi*
99. Lethabo Maletsie Leje - 920315 6526 080 - P O Box 3765, LENTING, 0730 - *Mphahlele*
100. Eulindah Madia - 970812 0521 082 - Ga-Molepo, GA-SEBATI, 0732 - *Letsoalo*
101. Lydia Sekhula - 880820 0818 084 - P O Box 1807, SOVENGA, 0727 - *Malesa*
102. Atamo Try Malatji - 860809 5974 087 - 34 Mmadinare Street, Extension 28, Phase 6 A, BOKSBURG, 1475 - *Maredi*
103. Matsobane Elivis Mashiane - 790804 5499 081 - 2810 Mokhele Street, Vosloorus, BOKSBURG, 1475 - *Kekana*
104. Fanie Vincent Nkosi - 970619 5865 087 - 5560 Rdp, Extension 6, STANDERTON, 2430 - *Sangweni*
105. Phindile Alice Vilakazi - 931020 0983 082 - 155 Extension 2, ERMELO, 2350 - *Maseko*
106. Zuzile Lihle Kunene - 981111 0322 089 - 366 Ntomane Street, PINETOWN, 3610 - *Thwala*
107. Mthobisi Sibusiso Mathe - 970225 5674 089 - P O Box 203, CEZA, 3866 - *Buthelezi*
108. Khuliso Nevuvha - 970416 6153 088 - Tshitavha, MUTALE, 0956 - *Mathoho*
109. Thulani Abednigo Ngubane - 460529 5170 080 - 134 Extension 3, Tshiawelo, SOWETO, 1818 - *Sibeko*
110. Eric Banzi - 760915 5725 089 - P O Box 390, TSOLO, 5170 - *Yaphi*
111. Mabato Charles Maphatsoe - 800328 5915 084 - 1177 Zone 3, SESHEGO, 0742 - *Sathekge*
112. Tiwani Ester Zitu - 470403 0488 087 - No 349, SWALLOWNEST, 2336 - *Sidu*
113. Dumisani Siphonkosi - 760528 5470 083 - Stand No 24, ELUKWATINI, 1192 - *Khumalo*
114. Mogolodi Evidence Mosala - 921023 5648 082 - 10193 House No, Modimola Village, MMABATHO, 2735 - *Sepeko*
115. Thabiso Arnold Gabriel Pebane - 930910 5685 081 - 30 A Manokwane, TAUNG, 8584 - *Mapudi*
116. Nicole Hansen - 920224 0206 089 - 111 Limpopo Way, Portlands, MITCHELLS PLAIN, 7786 - *Shears*
117. Raymond Thokwane Matlala - 930202 6137 084 - 20118 Vleeschoorn, NEBO, 1059 - *Leshaba*
118. Magadi George - 930410 0667 085 - P 54 Phelandaba Section, TLAKGMENG, 8616 - *Ramakgabe*

119. Nzukiso Nolayi - 921122 6057 085 - 21 Eahuthleni, ROBERTSON, 6705 - *Mtingane*
120. Sihle Tsepo Mkhize - 970308 6127 081 - 03064 Wini Road, HILLCREST, 3650 - *Mosia*
121. Matodzi Eric Gundula - 830403 6205 084 - Ha-Budeu, THOHOYANDOU, 0950 - *Netshandama*
122. Makgabo Prosecutor Moloto - 901215 5108 083 - 810 Maokeng, TEMBISA, 1632 - *Molefyane*
123. Sibongiseni Isaac Mkoko - 940930 5902 086 - P O Box 275, MTUBATUBA, 3935 - *Mkhwanazi*
124. Floyd Siphwe Mabaso - 800331 5297 081 - 114 – 17th Avenue, ALEXANDRA, 2090 - *Mabaso Mkhali*
125. Bernard Naka - 850124 5576 086 - 3302 Extension 4, 10 Dipuo Street, NELLMAPIUS, 0122 - *Mapulana*
126. Kabelo Archibald Selepe - 830916 5318 087 - 1079 Extension 3, Qwagwa-Stars Street, NELLMAPIUS, 0160 - *Nkoana*
127. Thulani Amos Madimola - 870805 5420 087 - Stand No 490, Unit B, Monsterlus, NEBO, 1059 - *Mahlangu*
128. Mojabeng Constance Ngake - 690514 0483 086 - 8909 Khulon Street, VOSLOORUS, 1475 - *Tshabalala*
129. Thulani Sandile Mdletshe - 850331 5860 085 - Ophondweni Area, JOZINI, 3969 - *Dlamini*
130. Sbusiso Dlomo - 950407 6381 088 - Mbulwane Area, GREYTOWN, 3250 - *Mkhize*
131. Salma Abrahams - 731011 0025 083 - 33 Albert Circle, UITENHAGE, 6229 - *Hendricks*
132. Nokuzola Veronica Ngcetsu - 761031 0595 086 - Ward 7, Ngqolo Location, HARDING, 4680 - *Bomali*
133. Siphesihle Derrick Mchunu - 980815 5149 088 - Maqongqo Location, CAMPERDOWN, 3720 - *Mkhize*
134. Mulamuleli Kwinda - 981027 5777 087 - Thengwe, MUTALE, 0950 - *Davhana*
135. Ntethelelo Eric Ngema - 970110 5634 087 - 32 Oryole Centre, MTUBATUBA, 3935 - *Nkosi*
136. Zamisile Makhaye - 981115 1013 084 - Ophindweni Area, NKANDLA, 3885 - *Majozi*
137. Vusumuzi Kubeka - 930407 6320 081 - 18 Umnonjaneni Section, TEMBISA, 1632 - *Ndaba*
138. Thandeka Lindiwe Ndlovu - 990928 1186 083 - Clifton Farm, DANNHAUSER, 2940 - *Sangweni*
139. Deligant Mpumelelo Ntlembeza - 920812 5304 089 - 2258 Extension 9, Mfolozi Street, Dukathole, GERMISTON, 1401 - *Mahlombe*
140. Goitsemodimo Aubrey Mogami - 770929 5410 087 - Punana Section, Moshana, ZEERUST, 2880 - *Monei*
141. Stokinyana Spoogter - 971130 0800 086 - 4992 W Street, Bloemside 3, HEIDEDAL, 9306 - *Stoffels*
142. Tom Joseph Mathebula - 450101 5853 081 - 793 Block H, SOSHANGUVE, 0152 - *Mthembu*
143. Doctor Japhta Khubayi - 940419 6207 083 - P O Box 1247, MALAMULELE, 0982 - *Makhubele*
144. Siphwe Anthony Mohlomi - 750811 5466 083 - 5573 Moronteng Newtown, POSTMASBURG, 8420 - *Mdletshe*
145. Lehlohonolo Steven Mojela - 840731 5829 084 - 2087 Mhinga Street, Extension 2, TSHIAWELO, 1818 - *Rasogo*
146. Mapula Francina Molepo - 750907 0938 082 - A 1789 Extension 1, DIEPSLOOT, 2198 - *Letswalo*
147. Tshepo Milton Olifant - 760307 5356 083 - 2195 Lefopo Street, RATANDA, 1440 - *Olifant-Sibeko*
148. Mxolisi Benedict Zulu - 830715 5859 086 - 1163 Nkaxhi Street, THOKOZA, 1426 - *Langa*
149. Alfred Koos Masango - 770905 5843 089 - 268 Mashamplane, KLIPGAT, 0202 - *Mabena*

150. Raphael Mphela - 890118 5696 086 - 1428 Makuking Village, MPHABLELE, 0236 - *Mphahlele*
151. Sonwabo Selby Davids - 750524 5681 086 - 36591 Freedom Square, BLOEMFONTEIN, 9300 - *Kwatai*
152. Bongani Dlamini - 810706 5660 081 - 1464 Tshepisonq, Phase 6, Ashwood, MOGALE CITY, 1754 - *Mhlongo*
153. Nkosingiphile Mhlonishwa Msweli - 800315 6275 089 - 886 Bendile Street, 13 Zola Iii, JOHANNESBURG, 2001 - *Gwebu*
154. Thabiso Vincent Molelekoa - 720126 5446 085 - 1631 Morobe Street, Rocklands, BLOEMFOTNEIN, 9323 - *Tsomo*
155. Olga Lindiwe Motau - 800528 0354 086 - 4876 Extension 6, Sakhile, STANDERTON, 2430 - *Vilakazi*
156. Yvonne Ntombifuthi Dlamini - 870927 0272 089 - Stand No 6856, Extension 6, Emzinani Township, BETHAL, 2310 - *Magagula*
157. Alex Collen Mashele - 801226 5325 081 - 579 B Naas, KAMAQHEKEZA, 1346 - *Mabuza*
158. Sifundo Emmanuel Khanyile - 821225 6841 084 - No 404, Section 7, MADADENI, 2951 - *Masondo*
159. Larmeck Jiyane - 830429 5767 089 - 1689 Kwamakhutha, AMANZIMTOTI, 4126 - *Zuma*
160. Mpuccuko Elliot Ndesi - 510127 5562 081 - Nkantolo, BIZANA, 4800 - *Njenjani*
161. Yolisa Gloria Mandayini - 740102 1214 088 - Mfinizweni A/A, LUSIKISIKI, 4800 - *Bezana*
162. Mathaio Matthews Molokedi - 500802 5639 087 - 7502 D Africa, STILFONTEIN, 2551 - *Matthola*
163. Letlhogonolo Clifford Maokisho - 871208 5778 084 - 1805 Thusano Street, Magojaneng, MOTHIBISTAD, 8434 - *Matlhare*
164. Ramone Molefe - 860408 5562 081 - House No 477, WALKERVILLE, 1876 - *Dintwe*
165. Thabelo Justice Mashiliye - 900720 5960 087 - P O Box 2308, PHIPHIDI, 0994 - *Mashandule*
166. Lesole Aubrey Shoto - 930904 5961 089 - 2206 Jairos Magano Street, DOBSONVILLE, 1863 - *Seroke*
167. Rochelle Koen - 970930 0423 081 - 108 Hantro Hoff, Symonds Avenue, GEORGE, 6529 - *Love*
168. Mannini Conny Selebano - 990801 0897 085 - 35 Bafskend Street, Bantubonke, THREE RIVERS, 1939 - *Mjikeliso*
169. Alex Akhona Mnisi - 960325 5794 085 - Stand No 795, Mzinti Trust, KWALUGEDLANE, 1341 - *Nkambule*
170. Johanna Katlego Mzamo - 980826 0449 084 - 1900 Nane Street, KOSTER, 0348 - *Maimane*
171. Keamogetswe Makhufula - 970127 5558 082 - 2040 Extension 1, Kanana, HAMMANSKRAAL, 0400 - *Ngobeni*
172. Harold Ntuthuko Mbeko - 961016 5577 088 - House No 1102, UMLAZI, 4031 - *Buthelezi*
173. Thamsanqa Ncayiyana - 981027 6111 088 - Kwa Jali Location, HARDING, 4680 - *Mbhele*
174. Sinethemba Trustworthy Malunga - 910205 0399 083 - 694 Ebony Park, Hydrencea Street, EDENVALE, 1610 - *Nzama*
175. Lucky Mampana - 930406 6061 083 - 1570 Shrome Street, Phase 1, MAMELODI EAST, 0122 - *Tladi*
176. Lucky Madidimane - 940304 6167 083 - E 2091 Lefiso, SIYABUSWA, 0472 - *Ramoncha*
177. Tony Linda Sebotsa - 950723 5409 088 - 93 Motsugi Street, KWA THEMA, 1575 - *Mngadi*
178. Meshack Matome Malema - 970823 5601 084 - 3604 Extension 4, MABOPANE, 0190 - *Ramphekwa*

179. Thulile Gumede - 920305 0455 089 - 858 A Mlanjaki Street, SOWETO, 1868 - *Kekana*
180. Ndimiso Gumbi - 921022 6219 083 - 1735 A Nephew Street, Chiawelo, SOWETO, 1818 - *Hadebe*
181. Monique Dobe - 920831 0162 086 - 27 St Andrews Road, PARKTOWN, 2193 - *Da Fonseca*
182. Tshwarelo Pedney Mokoena - 740625 5452 080 - 11 Sandzile, KABOKWENI, 1245 - *Bunting*
183. Lunga Motebele - 740923 5602 089 - Curro Holding, Grantleigh, EMPANGENI, 3840 - *Zondi*
184. Mashao Patrick Mahlaba - 720203 6079 080 - 733 / 14 Block Vv, SOSHANGUVE, 0152 - *Baloyi*
185. Seakge Frank Magampa - 681224 5974 086 - 20835 Sebetha, VLEISBOOM, 1059 - *Sekwati*
186. Innocentia Bontle Mawane - 850922 1463 088 - 4 Kgope Street, KWA THEMA, 1575 - *Sebego*
187. Mahlatse Chance Masekane - 861227 6133 083 - P O Box 1270, GA-KGAPANE, 0838 - *Ramonyathi*
188. Thalente Minenhle Khumalo - 970303 0582 084 - I 393 Bhekulwanle Area, AMANZIMTOTI, 4125 - *Mkhize*
189. Sarah Mamphokeng Moswathupa - 810723 0288 081 - 191 Camlyn Gardens, 182 Theron Street, AKASIA, 0182 - *Lekganyane*
190. Lekgetho Motaung - 981121 5304 081 - 1348 Block G, ALIWAL NORTH, 9750 - *Taule*
191. Matome Ishmael Ramokgobedi - 860401 5534 085 - Stand No 485, Extension 5, RETHABISENG, 1021 - *Maletle*
192. Counsel Chuene - 881003 5878 085 - 37 Khartoum Street, Nirvana, POLOKWANE, 0699 - *Malapane*
193. Silindokuhle Lloyd Makhubo - 831012 5713 086 - 703 No 2, VLAKLAAGTE, 0458 - *Moloto*
194. Landiwe Lorraine Mlangeni - 881210 0279 082 - 2264 Inomzi Street, CENTURION, 0175 - *Masekoameng*
195. Petunia Tebogo Maseko - 850928 0772 080 - No 2022, Extension 6, MARBLE HALL, 0410 - *Rapetsoa*
196. Sibusiso Godfrey Mahibila - 700819 5341 082 - 8117 A / 13 Sinkwe Street, Zone 6, PIMVILLE, 1809 - *Nkwanyana*
197. Mkhacani Michael Matala - 760828 5391 085 - Phaphazela, MALAMULELE, 0982 - *Shirinda*
198. Zwelethu Masina - 800309 5359 085 - 28 Corporal Street, Tasbet Park, EMALAHLENI, 1040 - *Mashifane*
199. Monica Zameko - 850928 1486 086 - 345 Stnteway, Doorn, WELKOM, 9450 - *Bearschank*
200. Mulalo Richard Nethononda - 710409 5899 087 - Makwarela, SIBASA, 0970 - *Muofhe*
201. David Ramotebele Magagule - 790901 6242 088 - D/O, JANE FURSE, 1085 - *Makolane*
202. Danny Tumudi Serogole - 770606 5349 081 - 145 Lenting Village, MPHABLELE, 0236 - *Motjoadi*
203. Simon Mathibela - 570601 5651 083 - 2055 Shukudo Street, MAMELODI WEST, 0152 - *Pooe*
204. Andy Masalla - 890831 5552 089 - 24 Poplar Eness, Forestdale, DUNDEE, 3000 - *Simons*
205. Seretle Johannes Leshaba - 650714 5764 088 - 1178 Mamelodi East, Phase 1, Section 1, MAMELODI, 0100 - *Maleka*
206. Chresentia Mphosi - 831212 1069 083 - 14 Kwanele Poper, KATLEHONG, 1431 - *Moletsane*
207. Kenneth Mollo - 950327 5757 080 - 7591 Extension 4, ORANGE FARM, 1841 - *Majola*
208. Kgaugelo Prince Baloyi - 960420 5306 087 - 16981 Klaas Simbamby, MAMELODI EAST, 0152 - *Ndlovu*
209. Sibonakaliso Radebe - 971223 5614 089 - 507 Lindelani, INANDA, 4310 - *Xulu*

210. Phiywayinkosi Albert Mfaba - 960616 5443 081 - Block D, EMONDLO, 3105 - *Jiyane*
211. Siboniso Godfrey Mthembu - 760613 5824 081 - E 2282, EZAKHENI, 3381 - *Danisa*
212. Simphiwe Nhlanhla Zuma - 820419 5839 089 - 13 Formosa Drive, Panorama Gardens, PIETERMARITZBURG, 3780 - *Mbatha*
213. Mpumelelo Mtshazi - 910413 5756 089 - P O Box 34, NGCOBO, 5050 - *Silinga*
214. Mxolisi Mrster Cibane - 850714 5753 089 - P O Box 60145, EMPANGENI, 3910 - *Mhlongo*
215. Bhanono Thulani Mthembu - 750303 5565 080 - P O Box 356, KWANGWANASE, 3973 - *Thusi*
216. Molelekwa Isaiah Mogagodi - 761025 5951 088 - 6393 Zone 1, THABA NCHU, 9780 - *Moroane*
217. Sizwe Erick Mathaba - 741010 6360 088 - Ndabayakhe, EMPANGENI, 3580 - *Mhlongo*
218. Mduduzi Siegfried Maphanga - 630802 5895 088 - 2 Calvary Place, PIETERMARITZBURG, 3200 - *Mdhlangathi*
219. Amos Bafana Mbuli - 700707 5545 085 - 2441 Masinga Street, TSAKANE, 1540 - *Masango*
220. Lucky Motsweneng - 630406 5790 081 - 2350 Azenia Street, GELUKSDAL, 7550 - *Mbele*
221. Thapelo Magosane - 871010 6527 084 - 440 Ntuthuko Street, Poortjie, JOHANNESBURG, 2001 - *Chitja*
222. S'bonelo Dawn Ngubane - 790125 5691 083 - Smozomni Area, RICHMOND, 3780 - *Nzuza*
223. Mmbudzeni Mashiliye - 860818 0863 088 - Tshakhuma, MAKHADO, 0950 - *Mashandule*
224. Tshepo Mothoa - 870531 5580 080 - Makgopong, ZEBEDIELA, 0631 - *Phahlamohlaka*
225. Bakang Macdonald Booi - 870927 5517 082 - P O Box 717, CASSEL, 8587 - *Sodudula*
226. Thembekile Jabulile Khambule - 850430 0794 081 - 80 Brittlewood Street, PROTEA GLEN, 1818 - *Mthabela*
227. Itumeleng Singonzo - 870914 6460 082 - 36890 Freedom Square, Mangaung, BLOEMFONTEIN, 9323 - *Marakabi*
228. Velile Simon Mvubu - 740116 5657 084 - 1075 Bambisa Drive, Klipspruit, PIMVILLE, 1809 - *Stevens*
229. Ignatius Kabelo Bokala - 670828 5674 083 - 3583 Mohloka Street, Zone 3, PIMVILLE, 1808 - *Temba*
230. Phumzile Jacob - 650403 5751 085 - Vincent Area, MACLEAR, 5480 - *Malusi*
231. Fiola Nonzukiso Mvinjelwa - 871219 0327 082 - 16 Aster Village, Bella Donna Estate, BLUEDOWN, 7501 - *Lujabe*
232. Cognition Discern Karabo Malapane - 921225 5390 082 - 2512 B, NAMAKGALE, 1391 - *Lubisi*
233. Raesibe Shogole - 321121 0205 084 - Mamaolo, GA-MPHAHLELE, 0736 - *Kgoale*
234. Mabele Matheus Malale - 720918 5559 085 - Sekororo Village, NAPHUNO, 0890 - *Mahlakwane*
235. Mbulungeni Lucky Fhedzisani - 591026 5922 083 - Phiphidi, THOHOYANDOU, 0950 - *Tshivhase*
236. Matsietsi Marah Bobe - 890422 0568 088 - 862 Katocosa Street, Ikhutseng Location, WARRENTON, 8330 - *Seilamashi*
237. Abel Mandla Masoeu - 820914 6312 086 - 2402 Extension 13, LESLIE, 2285 - *Masiteng*
238. Thapelo Moswete - 890419 5672 089 - 178 Adam Street, HLABANE, 0300 - *Sefako*
239. Baitlhatswi Freda Phalwane - 870827 0728 082 - 30553 Lekubung Section, PELLA, 2890 - *Thobega*

240. George Sibusiso Mahlangu - 800303 6642 086 - 1875 Gondwe Street, Extension 1, Botleng Location, SPRINGS, 1560 - *Hlase*
241. Ndivhuwo Tshilongamulenzhe - 960614 6189 084 - Mapate, THOHOYANDOU, 0950 - *Dzege*
242. Xolisa Linganis - 970504 5914 087 - 3671 Dingo Street, Extension 1, Lehae, LENASIA, 1820 - *Nzunzu*
243. Perseviarance Hlakudi Riba - 960222 5549 082 - Ga-Riba, DRIEKOP, 1129 - *Madigage*
244. Sbusiso Mbongane - 950909 5908 084 - Stand no 593, SIYABUSWA, 0472 - *Madlopha*
245. Siphon Themane - 940622 5586 080 - Stand no 411, Kgobokwana, SIYABUSWA, 0472 - *Maduwane*
246. Jabulani Joseph Moloi - 920206 5230 081 - 267 Nyembe Street, KWANDEBELE, 1022 - *Nyembe*
247. Thulani Wilson Nzimande - 920102 6334 081 - E 1392, FERNIE, 2342 - *Simelane*
248. Tebogo Nkete Mathabathe - 890907 6301 088 - Bobi Maloweng, GA-NKOANA, 0740 - *Mahlatji*
249. Keorapetse Rebecca Samotse - 640428 0419 084 - Ikele, DELPORTSHOOP, 8377 - *Moroane*
250. Lawrence Nyathi - 860906 5587 081 - P O Box 04, MALAMULELE, 0982 - *Davhula*
251. Ntshumeni Piet Mahadulula - 521012 5572 081 - Tshifudi, THOHOYANDOU, 0950 - *Nephawe*
252. Tumelo Eron Mokobo - 981007 6117 087 - Ga-Rajeke Village, BOLOBEDU, 0850 - *Mashatola*
253. Malizole George - 950826 5741 085 - NKobo-Nkobo Location, ALICE, 5700 - *Sonjica*
254. Tebogo Mndleleni - 940725 5224 089 - 273 Thulare Street, Mofolo South, SOWETO, 1801 - *Sibisi*
255. Innocent Mashavha - 950602 5368 082 - 8379 Sarajevo Crescent, Extension 7, COSMO CITY, 2188 - *Appleton*
256. Meyeranchia Lucrecha Arondson - 960516 0125 081 - 932 Sympres Avenue, Bonita Park, HARSWATER, 8570 - *Jonkers*
257. Giles Lynton Becker - 910606 5021 087 - Ezulwini Billys Lodge, 32 Cambridge, Olifants West Gate, HOEDSPRUIT, 1380 - *Giani*
258. Ayanda Patrick Mazinyo - 940624 5363 080 - Bogatjane, GA-MPHAHLELE, 0736 - *Kgopa*
259. Nwabisa Thathoba - 941103 1166 085 - Ntwenka Area, MACLEAR, 5480 - *Madikane*
260. Siboleke Makaula - 901117 5773 082 - Erf 429, Crossbow Location, TSOLO, 5170 - *Mehlomakulu*
261. Ncebakazi Manjingolo - 930405 1442 082 - Kalankomo Location, QUMBU, 5180 - *Dlaba*
262. Aphelele Zilimbola - 961003 1047 084 - Ntibane Area, TSOLO, 5180 - *Zondeka*
263. Yandiswa Dyantyi - 970210 1210 088 - 557 Highway, Ndevana, KING WILLIAMS TOWN, 5600 - *Sdumo*
264. Goodwell Thabo Ndhlovu - 970425 5398 081 - Stand no 197, Park Street, Charl Cilliers, BETHAL, 2310 - *Mabena*
265. Sizo Prince Mkhathswa - 930828 5758 080 - 927 Shogwe Mission, MALALANE, 1331 - *Nkosi*
266. Maria Themane - 920325 0606 085 - Stand no 411, Kgobokwane, MDUTJANA, 0472 - *Maduwane*
267. Nonhlanhla Bonisiwe Sibiya - 930615 1305 085 - Stand no 1216, Siyathuthula, WAKKERSTROOM, 2480 - *Ngwekazi*
268. Njabulo Xakeka - 941027 5622 084 - 53926 Ipopeng Location, BLOEMFOTEIN, 9323 - *Motaung*
269. Gcina Kwezi - 961128 6044 081 - Nkantswini Location, BIZANA, 4800 - *Bukula*

270. Tumelo Marole - 900101 5566 085 - Driekop, Kampeng, LYDENBURG, 1120 - *Malatji*
271. Siphamandla Nonginzi - 980320 6215 087 - D 397 Duncan Village, EAST LONDON, 5200 - *Gowatheka*
272. Makhonza Sentse - 910620 6189 082 - WP 900, Monwabisi Park, KHAYELITSHA, 7784 - *Mbambisa*
273. Siphesihle Gift Mkondwane - 930310 5932 080 - House no 4184, OSIZWENI, 2940 - *Ntuli*
274. Ntobeng Pretty Selwane - 920223 0655 089 - Mangareng, SEKHUKHUNE, 1124 - *Chukudu*
275. Tshiamo Ernest Manoko - 970727 5740 083 - P O Box 292, GANYESA, 8613 - *Setlhabetsi*
276. Tumane Petrus Mayekiso - 920902 5292 085 - Gopane Village, ZEERUST, 2882 - *Mokoena*
277. Sinethemba Celokuhle Mhlongo - 901217 1303 080 - Mashenge Area, NONGOMA, 3950 - *Biyela*
278. Mduduzi Wiseman Khumalo - 890403 5504 088 - P O Box 1973, EMPANGENI, 3880 - *Xaba*
279. Conride Sochisi Sibuyi - 820109 5812 083 - 4 Bunberry Estate, 195 Beller's Drive, RANDBURG, 2125 - *Mona*
280. Bongani William Dhladhla - 820806 5750 086 - 9516 Zone 7B, SEBOKENG, 1983 - *Cibi*
281. Madimetja David Monama - 860916 5586 082 - 7190 Extension 23, Winnie Mandela park, TEMBISA, 1632 - *Thubakgale*
282. Mxolisi Stanley Magubane - 801209 5939 085 - 1434 Mangethe Street, VOSLOORUS, 1475 - *Hlongwane*
283. Mpho Sello - 840726 5346 089 - 6235 Tsokatsokane Street, Windmill Estate, Windmill Park, BOKSBURG, 1475 - *Masalesa*
284. Siyanda Thurdius Nofemele - 890930 5479 085 - 868 Manyana Township, INDWE, 5445 - *Jentu*
285. Thabang Mokanyane - 840818 5711 089 - 5137 Mafata Street, Phahameng Location, BLOEMFONTEIN, 9300 - *Mawela*
286. Zanembi Joseph Xaba - 520601 5862 087 - 19015 Phelatsane Street, Bophelong, BLOEMFONTEIN, 9300 - *Moss*
287. Thobelani Mzizi - 890622 6054 088 - 16 Willow Avenue, Mandela View, BLOEMFONTEIN, 9323 - *Mtabane*
288. Nontsikelelo Cynthia Mosotho-Kenke - 680602 0479 089 - 9760 Singonzo Road, Pelindaba, BLOEMFONTEIN, 9300 - *Klaas*
289. Zanempi Patrick Mosotho - 650616 5511 080 - 9760 Singonzo Road, Pelindaba, BLOEMFONTEIN, 9300 - *Klaas*
290. Mahlomaholo Fred Mponya - 640326 5392 084 - 1129 Damane Street, Manyatseng, LADYBRAND, 9745 - *Khabola*
291. Zoleka Sontsele - 820529 0932 083 - Nikhwe Location, BIZANA, 4800 - *Lujwele*
292. Tebogo Glory Matlhajane - 880420 0921 085 - 2138 Thakadi Street, Phase 7, Ga-Rankuwa View, AKASIA, 0118 - *Thobejane*
293. Mildred Lerato Makhanya - 870207 0743 086 - Stand no 1093, THOKOZA, 1421 - *Mnguni*
294. Patrick Tebogo Themane - 860827 6054 089 - NO a411, SIYABUSWA, 0472 - *Maduwane*
295. Rasheed Mahommed - 861224 5590 082 - 4715 Zone G, GA-RANKUWA, 0208 - *Mashabela*
296. Koena Jack Malete - 810325 5498 085 - 2197 MF Ntuli Street, WITBANK, 1035 - *Kola*
297. Simnikiwe Zwelidinga - 641110 6034 088 - 28 Avenue, CLERMONT, 1672 - *Zuma*
298. Nokwanda Dlomo - 980917 1415 081 - 10 Emaswazini, ELANDSKOP, 3226 - *Mzobe*

299. Tando Yakana - 960124 5779 083 - 5485 Helen Joseph Street, SAMORA MACHEL, 7785 - *Nogada*
300. Rafiek Jantjies - 920603 5204 084 - 96 Hanolulu Street, TAFELSIG, 7785 - *Thomas*
301. Shaun Nataniel Olyn - 981221 5335 083 - 6 Juno Street, Paballelo, UPINGTON, 8800 - *Mallo*
302. Kate Nomsa Masombuka - 941201 0402 087 - 772 The Rose Guest House, Arcadia, PRETORIA, 0001 - *Kotelo*
303. Thabeng Tshatsho - 940103 5879 080 - 3 Karee Place, Klippoortjie Park, GERMISTON, 1425 - *Hloele*
304. Velaphi Power Tyoba - 911209 5480 087 - 15008 Palm Ridge, GERMISTON, 1458 - *Njara*
305. Petros Msingatheni Mgcobo - 900801 5463 080 - 41710 Mushaye, Extension 20, TSAKANE, 1550 - *Mhlanga*
306. Presnias Mofokeng - 970223 0490 080 - 21150 Amelia, SASOLBURG, 1947 - *Mokoena*
307. Nanikie Esther Magazi - 910724 0316 087 - 680 Ghana Loop Street, ALEXANDRA, 2090 - *Lebuso*
308. Naledi Motaung - 910613 0263 086 - 823 Ramotobi Street, Extension 3, CHIAWELO, 1818 - *Mtshali*
309. Ektha Ramsay - 950217 0223 081 - 6 A Mountain Rise Drive, PIETERMARITZBURG, 3201 - *Soni*
310. Katlego Mahlangu - 941123 5256 088 - 7 La Provence, Extension 4, Gardenia Street, KEMPTON PARK, 1619 - *Mahlake*
311. Innocentia Boitumelo Rapoo - 910717 0302 081 - 6503 Siyanikela Street, Swaneville, KRUGERSDORP, 1724 - *Langa*
312. Yonela Kasi - 961205 0943 086 - G 1093 Msibe Road, KWA MASHU, 4359 - *Kholobeni*
313. Mthokozisi Cele - 931021 5608 088 - 398 Kwamatontha Township, AMANZIMTOTI, 4126 - *Nene*
314. Sibusiso Lemeke - 900110 5337 082 - 489 Bogogo Street, Moroka, SOWETO, 1818 - *Makhaye*
315. Sinalo Mbolompo - 920118 5339 087 - 812 / 3 Gadaffi Street, KHAYELITSHA, 5320 - *Hanise*
316. Lavious Matsobane Monkoe - 940513 5742 080 - 10110 Malokongkop, MOKOPANE, 0611 - *Phasha*
317. Cebolenkosi Ntokozo Zulu - 960504 5441 083 - Kwa Mamburu Area, KRANSKOP, 3268 - *Maphumulo*
318. Tasneem Alim Chimbende - 931031 0780 089 - 3 Tower Road, Lotusville, VERULAM, 4340 - *Salemane*
319. Badanile Gift Usimanga Mpho Mani - 920513 5717 086 - NO 3572, RANDFONTEIN, 1759 - *Bukhali*
320. Viwe Mkhunyana - 850318 5729 089 - Phirintsu Area, MT FLETCHER, 4770 - *Mdladlamba*
321. Emmanuel Nkosinathi Mhlongo - 850708 5620 082 - 62 Trican Avenue, Nasina, MARIANHILL, 3604 - *Shezi*
322. Mzingisi Brian Mgingqi - 781004 5866 089 - 722 Ntuli Street, LAMONTVILLE, 4027 - *Ntuli*
323. Nkopodi Eric Sekwati- 630406 5556 086 - Mohlaletse Village, JANE FURSE, 1085 - *Phasha*
324. Legohla Frans Mmotong- 500321 5529 081 - Phokwane, NEBO, 1059 - *Malaka*
325. Amanda Felicia Smith- 840314 0129 089 -03 Escambe Avenue, Comet, BOKSBURG, 1459 - *Mcmillan*
326. Simangele Seipati Dhludhlu- 941227 0691 080 -25575 Extension 24, EMBALENHLE, 2285 - *Khasebe*
327. Sipiwe Patience Mhlongo Mkhize- 940803 1358 084 -T 782 Sub 5, KWADABEKA, 3610 - *Mhlongo*
328. Mathunye Nelson Mashifana- 931126 5699 084 -177 Letebejane, Ga Rakgoadi, MARBLE HALL, 0450 - *Maile*
329. Terence Thabo Ramashapa- 850503 5947 084 -1 Tierhout Street, Esther Park, KEMPTON PARK, 1619 - *Bhembe*

330. Lesiba Seth Seete- 810820 5927 083 -House 04533, Mooiplaas, PRETORIA, 0001 - *Matsetela*
331. Motebele Monageng- 770820 5246 086 -Stand No 313, MARAPONG, 1030 - *Madisa*
332. Siphosethu Genu- 940820 5255 082 -Stand No 27489, EMBALENHLE, 2285 - *Ntsume*
333. Mdungoazi Geoffrey Maluleka- 750303 7202 088 -Stand No 877, Mamphogo, MOGANYAKA, 0459 - *Madileng*
334. Bongani Manganye- 900111 5323 080 -8480 Lourie Street, Emaphupheni, DAVEYTON, 1520 - *Ntuli*
335. Tieho Ernest Mofokeng- 840730 5738 089 -116 Naledi, WITSIESHOEK, 9870 - *Matutle*
336. Sentsima Lucas Kgwele- 670412 5329 087 -Ga Mampa, DRIEKOP, 1129 - *Mampa*
337. Lesetja Piet Monkoe- 870822 5462 084 -10110 Malokong Kop, MOKOPANE, 0611 - *Phasha*
338. Motodi Seraki- 781204 5395 085 -A1-15 Phoenix View, Glen Estate, 14th Road Noordwyk, MIDRAND, 1685 - *Sekhukhune*
339. Philile Nxumalo- 921008 0704 089 -P O Box 870, MTUBATUBA, 3935 - *Mathunjwa*
340. Lebogang Mongwe- 950524 0258 086 -40004 Masodi Village, MOKOPANE, 0600 - *Moshupya*
341. Thabo Hamilton Mapena- 600730 5411 083 -21669/54 Ranyao Street, Extension 11, TSAKANE, 1550 - *Mohobane*
342. Tsikwane Charles Mokoena- 790430 5403 087 -5269 Phase 3, Tshediso, VANDERBIJLPARK, 1928 - *Ndlovu*
343. Phuti Given Lamola- 840623 6026 085 -P O Box 279, MOLETJIE, 0824 - *Mathye*
344. Tevin Mampa- 990920 6039 086 -6622 Gronspeg Street, SOSHANGUVE EAST, 0152 - *Sebashe*
345. Essa Mohamed- 950716 5304 085 -493 Marine Drive, BLUFF, 4052 - *Dlamini*
346. Phologo Dominic Maphothoma - 960825 5479 082 -P O Box 282, GROOTHOEK, 0628 - *Maringa*
347. Kholofelo Lorraine Ntjakathe - 750516 0675 089 -301 Welamlambo Section, TEMBISA, 1632 - *Ntjakatla*
348. Kgopotso Seraki – 740131 5336 084 and your wife – Matlale Rassian Seraki – 760921 0338 084- Unit 14, Francel 2 Estate, Main Street, HEATHERDALE, 0182 - *Sekhukhune*
349. Sindisiwe Zungu - 920203 1348 082 – and two minor children – Lwandile Iwandle zungu -110607 0956 085 - Philasande Siyamthanda zungu – 170420 1309 081 - Rutland, DANNHAUSER, 3080 - *Majozi*
350. Abraham Samson Masina - 740311 5730 086 – and a minor child - Thobekile Innocentia Masina – 020623 1014 088 - Stand No 1061, DUNDONALD, 2336 - *Matebula*
351. James Nchimane Cumeni - 640514 5862 087 – your wife – Hermina Jane Cumeni – 661122 0939 084 – and two minor children – Fetsang Phunkana Cumeni – 090313 0249 084 – Relebogile Cemeni – 041003 5408 088 - 301 Maumong Village, RUSTENBURG, 0308 - *Baloyi*
352. Samuel Keki Masina - 650216 5515 080 – your wife – Ntombi Beatrice Masina – 750705 0366 084 – and four minor children – Samuel Keki Masina – 100115 6317 080 – Sphelele Noxolo Masina – 020922 0894 080 – Zinhle Angel Masina – 110407 1153 083 - Stand No 568 A, Mayflower, MPULUZI, 2335 - *Matebula*
353. Johnson Jonsile Dumana - 430502 5491 084 – your wife - Nontsapho Dumana – 750820 0652 084 – and two minor children – Ahlume Dunana – 080215 0293 081 – Siyambonga Dunana – 000926 5663 089 - Ngobozana Area, LUSIKISIKI, 4820 - *Mankani*
354. Philia Hunadi Sebatjane - 810530 0620 084 – and four minor children – Morongwa Pebetsi Mathelda Sebatjane – 060410 1151 081 – Muhluri Rethabile Sebatjane 100206 0229 080 – Mahlatse Emmanuel Moso Sebatjane – 140124 5759 088 – Accoly Lesiba sebatjane – 160326 5710 087 - - Gedroogte, ZEBEDIELA, 0631 - *Gololo*

355. Gabriel Tshabalala - 680421 5683 086 – your wife – Mosenyehi Jerminah Tshabalala – 770619 0278 080 – and two minor children – Nkwe Lehlohonolo Tshabalala – 000428 5429 082 - Lesego Matshidiso Tshabalala – 041120 0251 089 - 683 B Khumalo Street, Phiri, TSHAWELO, 1818 - *Mofokeng*
356. Thabo Aubrey Maake - 810704 5600 082 – your wife – Maipato Maake – 880517 0766 087 and two minor children - Omolemo Lethabo Maake – 140326 0735 084 - Rethabile Bonolo Michelle Maake – 110514 0294 089 - 381 Phadima Section, KATLEHONG, 1431 - *Mathapo*
357. Mlindelwa Cyprian Bovana - 640305 5490 080 – your wife – Nokulunga Cynthia bovana – 650812 0682 089 – and a minor child – Zenzele Bovana – 010303 6514 083 - Bhekene Location, Ward 10, HARDING, 4680 - *Memela*
358. Seshupo Joyce Petu - 890628 0716 085 – and two minor children – Tshiamiso Paul Petu – 081108 5482 081 – Tshiamelo Petu – 140209 0095 081 - P O Box 238, KURUMAN, 8460 - *Mohulatsi*
359. Winie Hunadi Debele - 880519 0460 083 – and a minor child – Tshimologo Fanie Debele – 101210 6287 083 - P O Box 1, DRIEKOP, 1129 - *Thobejane*
360. Nombulelo Portia Montshabatho – 851115 0954 087 – and a minor child – Amusa Marshal Montshabatho – 030815 5092 080 - 35 De Beers Terrace, KIMBERLEY, 8301 - *Molebiemang*
361. Dikagisho Lowrendah Khubu - 730623 0930 087 – and two minor children – Motshepeng Jeanette Khubu – 021214 0088 080 - Tshwarelo Tiang Khubu – 130110 5142 088 - Penryn Village, KURUMAN, 8460 - *Monda*
362. Sibongile Fefe Majola - 901003 0861 082 – and a minor child Siyabonga Prince Majola - 131020 5891 080 - Ga Mampa, MAFEFE, 0738 - *Sefala*
363. Noniabulo Goodness Khanyile - 871103 1098 084 –and a minor child Lungile Khanyile – 060724 1443 086 - Makhoso Location, UMTHWALUME, 4186 - *Sikhosana*
364. Lizzy Ledwaba - 881223 0870 081 – and two minor children – Mpho Tlou Ledwaba – 050213 6229 080 - Tshagofatso Ledwaba – 081110 0581 081 - House V37, Hamasekela, EISLEBEN, 0810 - *Thobakgale*
365. Mankopodi Vinolia Mothoa - 740303 0973 084 – and four minor children - Kgopotso Mothoa – 100407 5655 085 – Lesiba Emanuel Mothoa – 051227 5923 088 – Tebogo Joseph Mothoa – 040127 6019 080 – Promise Mothoa – 001229 0572 085 - Kleinbybel, ZEBEDIELA, 0631 - *Phahlamohlaka*
366. Lucky Nkutha – 750826 5762 083 – and your wife Alvina Nkutha – 790822 0626 086 - 9751 zone 6, Kabane Street, PIMVILLE, 1804 - *Sibisi*

DEPARTMENT OF HOME AFFAIRS

NO. 1299

24 NOVEMBER 2017

ALTERATION OF FORENAMES IN TERMS OF SECTION 24 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT NO. 51 OF 1992)

The Director-General has authorized the following persons to assume the forename printed in *italics*:

1. Lynn Caroline Myburgh - 700525 0236 082 - 2 Gerhardt Court, Mushision Drive, CLAREMONT, 2001 - *Lameesa*
2. Phindile Katle Phatlane - 861212 1657 088 - 51 Avondgloed Street, Klopperpark, GERMISTON, 1401 - *Katie Phindile*
3. Trevah Ntuthuko Magagula - 890608 5686 087 - 6661 Extension 9, ZITHOBENI, 1024 - *Trevor Ntuthuko*
4. Matthews Qhaza - 760223 5715 089 - 28 Ngadla Street, Nu 19, MOTHERWELL, 6211 - *Bongoletu Matthew*
5. Yoliswa Simelane - 810802 0750 082 - 45 Dan Pienaar Street, ALIWAL NORTH, 9750 - *Yoliswa Yolanda*
6. Nokuzola Kanayo - 840915 1067 084 - Nomcamo Location, QUEENSTOWN, 5320 - *Zimkhitha Honey*
7. Samaria Nonhlanhla Khoza - 610510 0777 086 - Stand No 9, LONGHOMES, 1300 - *Mavis Nonhlanhla Samaria*
8. Bongiwe Vusi Kabini - 870609 6169 085 - 2777 Extension 4, HENDRINA, 1098 - *Kangiwa Vusi*
9. France Mphokethi Silinda - 861220 5485 083 - P O Box 561, SIDLAMAFA, 1332 - *France Mhlengi*
10. Ruth Bongiswa Busakwe - 670714 0232 087 - 5252 Rober Sobukwo, SAMORA MACHELL, 7785 - *Ruth Boniswa*
11. Ntombehle Dundu Nakhanya - 710104 0354 085 - Okhalweni Area, OZWATHINI, 3242 - *Ntombenhle Cynthia*
12. Ise Abram Molamu - 690219 5752 085 - 16 Daniel Street, LICHTENBURG, 2240 - *Ise Abraham*
13. Sisanda Bastiyane - 890529 1374 082 - T 604 Site B, KHAYELITSHA, 7784 - *Sisanda Aluncedo*
14. Mpto Monicca Phasha - 860819 0789 083 - 99 Ribacross Village, BURGERSFORT, 1150 - *Mpho Monicca*
15. Kediemetse Rebecca Moremi - 980508 0256 087 - House No 3185, Phatsima Section, PAMPIERSTAD, 8566 - *Nthabiseng*
16. Lena Kgakatsi - 940217 0687 080 - House No 316, MARCHAND, 8873 - *Alana Kealeboga*
17. Katlego Moepya - 900108 5921 087 - Stand No 334, Lesehleng, DENNILTON, 1030 - *Janjie Mphage Katlego*
18. Wayne Plaatjies - 900505 5317 085 - 13 Singer Street, Beacon Valley, MITCHELLS PLAIN, 7785 - *Abdullah Waagiet*
19. Mary Petersen - 641004 0201 084 - 39 Orrel Avenue, RETREAT, 7945 - *Mishqah*
20. Nhlanhlo Michael Hlophe - 970421 5453 083 - Ward 4, Oshabeni Location, PORT SHEPSTONE, 4240 - *Nhlanhla Michael*
21. Zodwa Esther Nyawo - 910412 1298 088 - Private Bag X007, JOZINI, 3969 - *Nokulunga Nonhle*
22. Lekubu Jankie Moganyedi - 810401 6226 088 - 16 Essex Road, Longhill, RANDBURG, 2125 - *Leburu Jacky*
23. Mmamagosi Olgar Molemi - 760217 0764 084 - 657 Stasie Street, PRETORIA NORTH, 0118 - *Khumo Mmamagosi Olgar*

24. Tonika Anna Thobakgale - 840118 0561 088 - P O Box 2392, CHUENESPOORT, 0245 - *Donicah Annah*
25. Mdjadtj Mabaso - 720414 0444 085 - P O Box 193, Groothoek, LEBOWAKGOMO, 0737 - *Modjadji*
26. Puleng Veronica Malakoane - 851029 0590 082 - 4037 Theletsane Street, BETHLEHEM, 9700 - *Moratuoa Veronica*
27. Shirley Dimakatso Bidi - 781107 0284 081 - 33 Pearlyne Street, Riviera Park, MMABATHO, 2735 - *ShirleyKgalalelo*
28. Dale Michael De Kock - 961109 6024 083 - 66 Rooiels Street, BONTEHEUWEL, 7700 - *Nawaaz*
29. Nthabiseng Masemola - 961207 0659 084 - Block H, SOSHANGUVE, 0152 - *Mamotswalo Nthabiseng*
30. Bongiwe Nthombeni - 981116 0986 080 - Tholeni Farm, WASBANK, 2920 - *Bongiwe Sebenzile*
31. Sihle Gumede - 981119 5730 081 - 11 Jan Van Der Westhuizen, Eikepark, RANDFONTEIN, 1760 - *Xolani*
32. Taetso Matsimela - 960330 5677 082 - 369 Emmangweni, TEMBISA, 1632 - *Selekanye Taetso*
33. Repholositswe Tyaliti - 990701 1032 080 - 1274 Sakwatsha Street, PHILLIPPI, 7785 - *Alizwa Olwethu*
34. Patricia Ntombifuthi Ngcobo - 690413 0565 085 - 93 A Padifield Road, PINETOWN, 3610 - *Ntombifuthi Patricia*
35. Samuel Mazibuko - 770316 5619 083 - 8928 Senegal Street, Extension 6, PALMRIDGE, 1458 - *Thabang*
36. Nondoda Mzimvubu - 960303 6232 082 - Moyeni Area, LIBODE, 5160 - *Melikhaya*
37. Lethabo Mohale - 990808 0229 086 - P O Box 615, PAULUSWEG, 0814 - *Lethabo Soniah*
38. Cabangeni Dladla - 910114 0870 087 - 100423 Nhlambamasoka Area, KWANYUSWA, 3110 - *Sthembile Nokuthula*
39. Julian Ncube - 981216 0406 087 - P O Box 1638, NKANDLA, 3882 - *Ayanda*
40. Dinky Millicent Mokibelo Boshomane - 931216 0570 081 - P O Box 3763, MOSHUNG, 0809 - *Dinky Pitsi Mokibelo*
41. Ndumisa Thandayise Magwaza - 981214 6343 081 - Wela, KWA-NONGOMA, 3950 - *Ndumiso Ntandokayise*
42. Mxolisi Vilakazi - 860821 6081 085 - 3296 Cels Street, Sakhile, STANDERTON, 2430 - *Mxolisi John*
43. Johannes Rapiiso - 871227 6239 086 - 4035 Rampere Section, MOTHIBESTAD, 0407 - *Johannes Simon*
44. Ya'qoob Tayob - 960304 5037 084 - 21 Central Street, BRITS, 0250 - *Ya'qoob Farhad*
45. Percy Nyiko Etwed - 871229 5731 089 - 585 Agisanang Location, SANNIESHOF, 2760 - *Percy Maruping*
46. Noleyinasi Khanyiswa Nkqwiliso - 710413 0783 080 - Old Dutywa, DUTYWA, 5000 - *Khanyiswa*
47. Kgokwane Samuel Maroga - 730606 6533 088 - Kutupu Village, NEBO, 1057 - *Mafore Samuel*
48. Perekisana Meriam Nkobo - 751118 0584 087 - Mosaladi, NEBO, 1059 - *Ramogohlo Meriam*
49. Ngcwele Whittington - 960921 5216 085 - 77 Hall Street, CENTANE, 4980 - *Ngcwele Attar*
50. Tumishang Lindela Makgaleng - 951115 5483 081 - 18 Gemsbok Avenue, FAUNA PARK, 0699 - *Tumishang Kurt*
51. Sethu Luthuli - 981215 0182 086 - 94 Ngwalazi, KHAYELITSHA, 7793 - *Siphosethu*
52. Bongani Michael Sabisa - 451004 5218 082 - 9 B Church Street, DANNHAUSER, 3080 - *Bongani Michael Mzonzima*
53. Keentseeng Nyathe - 970413 0174 087 - 1465 Masike Street, Rocklands, BLOEMFONTEIN, 9300 - *Mannini Annah Poloko*
54. Tobeka Bangiso - 960820 5712 087 - Qunu Area, UMTATA, 5099 - *Siphephelo*

55. Ettien Mabushe Mampana - 950108 5679 080 - Stand No 230, Letebesane Village, GROBLERSDAL, 0470 - *Ettien San*
56. William Ngakakemang Digobollo - 810502 5864 082 - 6154 Zone 5, GA-RANKUWA, 0208 - *William*
57. Ntaleni Gerson Makhado - 640316 6043 083 - G 58 Lucia Flats, Kirkley Road, BEDFORDGARDENS, 2007 - *Tendani*
58. Oupa Baloyi - 840101 6337 083 - 303 Corner Place Flat, Hamilton Street, ARCADIA, 0083 - *Risima Oupa*
59. Mantwa Prudence Sekula - 841105 1134 089 - 5863 Kwamaduma Street, NELLMAPIUS, 0122 - *Moloko Prudence*
60. Goitsemodimo Dolly Kgatshe - 900927 0537 089 - 6545 Phase 2, ROODEPOORT, 1724 - *Goitsemodimo Tebogo Mokaedi*
61. Sibongile Poppy Hlatshwayo - 951121 1141 087 - North Street, Arusmus, CULLINAN, 1020 - *Future Thembelihle Prosperous*
62. Gurshon Kurt Dameon Simpson - 900521 5263 088 - 38 Woeke Street, GRAAFF-REINET, 6280 - *Gurshon Kurt Daniel*
63. Themba Mikateko Mhlongo - 931202 6270 082 - 527 Adam Street, Tlhabane, RUSTENBURG, 0300 - *Themba Philani*
64. Sinovuyo Bantusoretu Mbono - 931031 5253 082 - Mzinto Area, MT FRERE, 5090 - *Sinovuyo*
65. Xolani Hloniphani Zakwe - 910611 5527 083 - 3245 Unit 14, Imbali, PIETERMARITZBURG, 3200 - *Xolani Christina*
66. Aditi Pradeep Cotwal - 900615 0189 080 - 5 A Montague Street, NEWCASTLE, 2940 - *Zayanah*
67. Siphokazi Bukelwa Zwakala - 880316 0813 084 - House No 3087, NORTHAM, 0360 - *Angalakha*
68. Galalelo Moleleki - 940628 5213 088 - 164 Mayer Drive, Wright Park, SPRINGS, 1559 - *King Galalelo*
69. Nonjabulo Mkhize - 971218 0323 082 - 12 Lily Road, Primrose, GERMISTON, 1401 - *Nonjabulo Thalitha*
70. Kebotile Raisibe Moroasui - 920810 0823 087 - 9 Keswick Close, Bendor Park, POLOKWANE, 0700 - *Mpho*
71. Maoto Humphrey Masemolo - 970216 5549 082 - Kgolane Section, MANGANENG, 1124 - *Maoto Humphrey*
72. Elvis Mzwandile Ignatious Nkosi - 790522 5713 083 - 5949 Kransvalk Street, Extension 32, Crystal Park, BENONI, 1500 - *Mzwandile Ka Sotobe*
73. Qolisile Aletta Dlamini - 851029 1071 082 - 15 Boxer Street, Blybane, CARLETONVILLE, 2499 - *Xolisile Aletta*
74. Pheeha Rouder Mongalo - 890825 0456 080 - Unit 6 Lanever Road, Villa Montego, Vorna Valley, MIDRAND, 1685 - *Pheeha Rhouder*
75. Israel Melusi Shezi - 810829 5654 084 - 14 Schroder Street, Roosevelt Park, RANDBURG, 2195 - *Melusi*
76. Tshogofatso Ratau - 980927 5701 089 - Stand No 138, Kirkvorschfontein, DENNILTON, 1030 - *Tshogofatso Kgwana*
77. Thabang Mampuru Thipe - 890826 5636 080 - Stand No 105, Luckau, Posa Section, GROBLERSDAL, 0470 - *Samukelisiwe*
78. Yandiswa Pamela Sifatye - 911116 1103 086 - 4501 Desmond Tutu Street, PHILLIPPI, 7785 - *Pamella*
79. Moshibudi Lebo Koma - 920213 0701 082 - P O Box 265, MOROLE, 1150 - *Moshibudi Lebogang*
80. Bandlalenkosi Zondi - 930505 6586 088 - 8 Boulder Glen, MALVERN, 4093 - *Thuthukani*
81. Bongani Cochrane - 940708 5523 080 - 44 Yestor Road, The Hill, JOHANNESBURG, 2001 - *Bongani Jonathan*
82. Malebo Debeila - 950408 0573 084 - Ga-Nchabeleng, SEKHUKHUNE, 1124 - *Malebo Mokgohlwe*
83. Molekela Enos Modiba - 701111 5607 087 - Lephephane Village, TZANEEN, 0850 - *Nedzamba Enos*

84. Tshilindi Makuya - 970725 5648 082 - Mbahe Village, THOHOYANDOU, 0950 - *Lufuno*
85. Hippocrate Mafemane Phasha - 960730 6018 089 - Makgalanoto, GA-PHAASHA, 1129 - *HippocratePhaahle*
86. Phindi David Fihli Motlounq - 911013 5183 083 - 71569 Boitumelo, SEBOKENG, 1983 - *Mmutla David*
87. Lorca Shiluvana - 821118 0472 081 - Julesburg, TZANEEN, 0850 - *BongiLorca*
88. Chandré Lucielle Irene Hendricks - 970505 0363 089 - 316 – 6th Avenue, LOTUS RIVER, 7441 - *Shaakirah*
89. Granny Sithole - 970418 0637 082 - Plot 10, HEKPOORT, 1790 - *Lerato Granny*
90. Glan Ngwanatshwuana Mogogorwane - 970102 1022 086 - Stand No 186, JANE FURSE, 1085 - *GlendaBogotsadi*
91. Mbachi Dhlamini - 940303 1115 089 - 29 Qaza Street, KWANOBUHLE, 6242 - *BridgetMbalenthle*
92. Lonwabo Mageleni - 860728 6163 088 - M 78 Site B, KHAYELITSHA, 7784 - *Andile*
93. Okret Nkogatse - 971130 5120 084 - 14983 Second Street, MAMELODI EAST, 0122 - *OkretKosi*
94. Matsimela Alfred Mphahlele - 910406 5934 086 - 10196 Ga-Maleka, Seleteng Village, GA-MPHAHLELE, 0737 - *Machupe Alfred Matsimele*
95. Mpho Olifile Labious Kgengwe - 921201 5419 080 - 9 Bloukappie Street, Extension 6, Geelhout Park, RUSTENBURG, 029 - *Mpho Olifile Labious*
96. Thabiso Brain Manyaka - 900325 5380 086 - 872 Block G, MOLOTO NORTH, 1022 - *Thabiso Brian*
97. Abigaile Elelwani Nevhulamba - 911008 0696 089 - 129 Troye Street, 701 Gravelotte, SUNNYSIDE, 0002 - *Abigail Elelwani*
98. Milesihle Mazwi Madinane - 910419 6255 088 - Aa 1261, UMLAZI, 4066 - *Similesihle Mazwi*
99. Velaphi Khumalo - 900508 6085 081 - 2 Dlabane, CEZA, 3866 - *Velaphi Mbuso*
100. Sibongile Lindeni Mkhize - 910802 0602 084 - Willowfountain Location, PIETERMARITZBURG, 3200 - *SibongileLindi*
101. Mlibo Austine Mlanjeni - 870328 5512 084 - 1407 Zone 2, EZIBELENI, 5326 - *Mlibo Mbongeni*
102. Zamokuhle Msweli - 990428 5962 084 - Emabhunyeni Reserve, EMPANGENI, 3910 - *Zamokuhle Sabelo*
103. Mamookgo Elisa Zulu - 681010 0645 080 - 15291 Koe-Koe Village, Maokeng, KROONSTAD, 9500 - *Angel*
104. Sibusise Nonhlanhla Nxumalo - 771101 0285 083 - 21 Palm Road, ISIPINGO RAIL, 4110 - *Sibusise Nonhlanhla Prudence*
105. Fiona Ahmed Sarek - 760105 0249 083 - 128 Clayton Road, Overport, DURBAN, 4068 - *Muskan*
106. Nyameka Msengana - 831121 0955 087 - Ny 137 – 22, GUGULETHU, 7750 - *Nyameka Ntanda*
107. Thathayiphi Ndlovu - 840410 0546 080 - P O Box 1155, EMPANGENI, 3910 - *ThathayiphiHlengiwe*
108. Tebogo Douglas Mfiki - 700515 5377 080 - 2884 Agosi Street, Ikhutseng, WARRENTON, 8530 - *MbuleloDouglas*
109. Kelebogile Susan Khwinana – 801021 0559 085 – 525 Kenray Court, Emond Street, ARCADIA, 0083 – *Susan AfolakeKelebogile*
110. Laurika Alletta Erasmus - 671028 0094 085 - 9 Mansions De Lux, 56 Cumber Street, PORT ELIZABETH, 6001 - *Laurika*
111. Mlindeleni Tulumani - 851007 5892 083 - Stand no 22, MARAPONG, 0556 - *Mlindleni Honest*
112. Koena Sharon Matlala - 881001 0310 088 - Nebo Area, NEBO, 1051 - *Chuene Sharon*

113. Thembuluwo Precious Ravhura - 840202 0988 085 - House no 304, Madodonga, MAKHADO, 0920 - *Thembuluwo Handzumbami*
114. Rose Siphwe Tembe - 881208 0587 082 - Ward 6, Mazimazane Reserve, RICHARDS BAY, 3900 - *Rose Siphwe Roxanne*
115. André Warren Fourie - 860821 5123 086 - 65 Tuindorp, WORCESTER, 6849 - *Abdul Raheem*
116. Elphius Kenneth Mashinini - 771128 5303 082 - A 681 Mayflower, MPULUZI, 2335 - *Kenneth Elphius*
117. Nomawonga Kobeni - 801229 0487 088 - 25748 Extension 6, SOSHANGUVE, 0152 - *Nomawonga Priscilla*
118. Ditaba Glen De Bruin - 990311 5900 082 - 14603 Phase 6, BLOEMFONTEIN, 9300 - *Glen*
119. Matiti Manxila - 670310 6173 084 - P O Box 314, SONOP, 0258 - *Matiti Victor*
120. Windy Makwena Sebola - 980120 1051 085 - P O Box 424, POLOKWANE, 0742 - *Wendy Makwena*
121. Ntatoleng Mary Matsoso - 820726 1047 081 - 1404 Itumeleng, ZASTRON, 9950 - *Tlhohonolofatso Mary*
122. Christian Edward Adams - 860618 5215 080 - 35 Patricia Court, Heideveld, ATHLONE, 7764 - *Fawaaz*
123. Ntsoo Jostina Konogi - 820508 0359 083 - 0877 Beruti Section, Thekwane, RUSTENBURG, 0300 - *Ntsoo Jostina Kefilwe*
124. Peter Langford Johnston - 500812 5797 082 - 15 Drury Court, Lavender Hill, RETREATS, 7945 - *Omar*
125. Shannon Rhona Van Wyk - 850814 0131 081 - 34 Roostou Crescent, Rosendal, DELFT, 7100 - *Shawaal*
126. Johannes Bauesene Magoleng - 600315 5584 087 - Plot 20, Tarlton, KRUGERSDORP, 1740 - *Johannes Baleseng*
127. Tshegofatso Angelinah Mogapi - 980926 6277 081 - 45 Masankong Village, KURUMAN, 8460 - *Tshegofatso Israel*
128. Abram Monageng - 740413 5836 085 - 138 Mof-Myburgh Street, Danville X 5, PRETORIA, 0183 - *Kgosi Abram*
129. Byelamani Veronica Mathebula - 800404 0770 087 - 18 Humo Street, Lotus Gardens, PRETORIA, 0025 - *Veronica*
130. Malebelo Jeanett Molale - 951108 0932 087 - 148 Slovo Park, BRANDFORT, 9400 - *Dimakatso Jeanett*
131. Mosadiwamarope Constance Boqo - 830602 1003 085 - 7107 Unit 15, MMABATHO, 2735 - *Masego Constance*
132. London Thabo Swafo - 800228 6275 084 - Ga-Chueng, CHUENESPOORT, 0745 - *London Memo*
133. Adziliwi Netshivhangani - 740602 1010 089 - Phiphidi Village, THOHOYANDOU, 0950 - *Adziliwi Mashudu*
134. Mmapuoeng Silih Kerileng - 801207 0477 085 - House no 30097, Mareetsane, MAHIKENG, 2735 - *Cecilia Mapueng*
135. Zakhele Obed Mabena - 820520 5221 085 - 10 Homeland Court, Handon Street, YEOVILLE, 2198 - *Anele Mthombeni*
136. Siyabonea Emmanuel Sishi - 840828 5328 081 - 5395 Msimango Road, LAMONTVILLE, 4027 - *Siyabonga Emmanuel*
137. Mankete Elisa Pholoholo - 760101 2165 088 - H 413 Bothiblo Flats, TLHABANE, 0309 - *Mmamokete Elisa*
138. Baiseng Jatrous Modisane - 730812 5952 085 - 230 Welgevonden, VENTERSDORP, 2710 - *Baiseng Jairous*
139. Kanji Collin Mothapo - 851014 0652 082 - P O Box 327, THOLONGWE, 0734 - *Kanti Collin*
140. Mawethu Mbumbulwana - 600404 6391 088 - Buntingville Area, NGQELENI, 5140 - *Mawethu David*
141. Shelagh Rosemary Milton - 461014 0612 088 - 8 Scotts Cave, Marines Village, HERMANUS, 7200 - *Sheila Rosemary*
142. Lisa Joy Davids - 870305 0372 086 - 26 St Silas Road, Sunnyside, ATHLONE, 7764 - *Sarah*

143. Michael Msokoli Siyata - 710124 5551 089 - 2635 Mlungisi Location, STUTTERHEIM, 4930 - *Michael*
144. Penny Mpongoshe - 890520 0647 081 - 791 Dimbaza, KING WILLIAMS TOWN, 5671 - *Penny Ayabulela*
145. Kebone Motho Mabena - 571119 0782 083 - 705 B Naledi, SOWETO, 1717 - *Kebonemotho Julia*
146. Florence Rolo - 800524 0337 080 - 752 Hook Thorn Lane, FLEURHOF, 1709 - *Thobeka*
147. Qathalani Vilakazi - 980815 5785 089 - 323 Boiketho, WITSIESHOEK, 9870 - *Qaphelani*
148. Nhlawutelo Fezel Risenga - 970704 5681 088 - Phaweni, MALAMULELE, 0982 - *Nhlawutelo*
149. Nompithizelo Evelyn Thethani - 741104 0405 088 - Phumlani, LOTUS RIVER, 7945 - *Nontuthuzelo*
150. Intombiyaphe Elizabeth Mosolodi - 801201 0693 080 - 1 Mautebe Street, ORKNEY, 2619 - *NtombiElizabeth*
151. Vuyiswa Mxhuma - 450617 0479 085 - 9 Bank Craft Street, Park Ridge, EAST LONDON, 5209 - *Vuyiswa Felicia*
152. Lilly Mkhathswa - 870515 1078 082 - Bogalatladi Village, ATOK, 0749 - *Lilly Mathibela*
153. Patrick Madhlopa - 830819 6073 083 - 35 Caren Road, Amalinda, EAST LONDON, 5247 - *Patrick Vitima*
154. Mark Trevor Williams - 571121 5117 083 - 12 John Dykman Street, New Woodlands, MITCHELLS PLAIN, 7789 - *Mustaqeem*
155. Andile Maguma - 760615 6108 083 - 1213 Zekandaba Street, QUEENSTOWN, 5320 - *Sandile*
156. Tumelo Dunjane - 940411 5933 082 - 3 Malgas Street, WELKOM, 9460 - *Chris Tumelo*
157. Ivy Ndombizanele Leshomo - 910827 0774 088 - 3385 Extension 4, BOITEKONG, 0308 - *Mpho Ivy*
158. Malepa Alexis Bonu - 960711 5444 088 - 57 V Section, BOTSHABELO, 9300 - *Sipho Alexis*
159. Khomotso Ramaesela Durell - 810611 0460 083 - 22 Parmel Centre, 34 Station Road, PAROW, 7500 - *Khomotso*
160. Goshupamang Samuel Bosaletse - 900202 5662 088 - 5203 Khotsong, BLOEMFONTEIN, 9300 - *Mac*
161. Nonhle Zanele Ladyfair Gumede - 871201 1295 088 - H 1 – 222, ESIKHAWINI, 3887 - *Nonhle Zanele*
162. Nomveliso Anita Nyezi - 860710 0345 085 - 23 – 868 Moses Kotane Street, Mandela Park, KHAYELITSHA, 7784 - *Anita Nomveliso*
163. Etumeleng Nkambule - 890228 1252 089 - 1975 Apricot Street, Extension 3, GELUKSDAL, 1556 - *Itumeleng*
164. Lake Pascal Madulube - 841004 5588 087 - 59434 Lindiphahla Street, Kuyasa, KHAYELITSHA, 7784 - *Lakhe Pascal*
165. Selloane Lydia Monnye Mogwera - 580529 0659 082 - 713 Zone 1, GA-RANKUWA, 0201 - *Lydia Timothy*
166. Sabatha Khumbuzile Khanyile - 870719 0980 088 - P O Box 2961, Esikhawini, EMPANGENI, 3910 - *Khumbuzile Nomcebo*
167. Berthshiba Chwi - 830417 0767 089 - 3832 Morakile Street, Bachabelo Location, BLOEMFONTEIN, 9300 - *Keitumetse*
168. Ntjebe Simon Nhlapo - 740617 5616 087 - 21017 Grasland, BLOEMFONTEIN, 9300 - *Jabulani*
169. Fundiswa Sylvia Manga - 831205 0298 083 - 20 Matikinga Street, Nu 7, Motherwell, PORT ELIZABETH, 6001 - *Fundiswa Sylvia Clear*
170. Precious Tshepo Xaba - 820311 5810 089 - 28 B Van Onselen Road, Zone 7, MEADOWLANDS, 1852 - *Thulasizwe*
171. Nengiwe Princess Madondo - 841205 0675 080 - B 2455 Imbenge Street, EZAKHENI, 3381 - *Neliwe Princess*
172. Mokonka Jemina Monyahane - 820327 0582 085 - 2549 Extension 1, Palm Drive, LAKESIDE, 1805 - *Seipati*

173. Teboho Sidzamba - 790303 6617 080 - 384 Monisi Section, Katlehong, GERMISTON, 1431 - *Teboho Victor*
174. Michael Ntsako Baloyi - 791006 5856 083 - 652 Seotloane Section, TEMBISA, 1632 - *Ntsako Michael*
175. Precious Ntshangase - 820215 0301 087 - 748 Jabavu, STEADVILLE, 3387 - *Precious Nomusa*
176. Given Ngoanamohlotse Seashala - 800308 5871 081 - Phiring, GA-MASEMOLA, 1060 - *Kgomogoroga Given*
177. Kgaugelo Amos Lekoana - 811225 5774 080 - P O Box 6273, ITSOSENG, 0236 - *Kgotuwa Amos*
178. Mbila Johannes Mahlo - 490223 5361 089 - Lorrain Village, TZANEEN, 0950 - *Super Johannes*
179. Mandisile Sydwell Qwayi - 921015 6347 086 - B 396 B Site C, KHAYELITSHA, 7525 - *Max Sydwell*
180. Adriaan Makateng - 961206 5507 082 - 750 Hobohobo Street, PHILLIPPI, 7785 - *Andile Andiaan*
181. Martha Mating Ramatshe - 950212 0167 081 - 1104 Zwane Street, TSAKANE, 1550 - *Matumelo Martha*
182. Kyle Dominic Pekeur - 900813 5210 080 - 24 Sonderend Street, Portlands, MITCHELLS PLAIN, 7786 - *Kiyaan*
183. Justin Mullins - 900620 5155 086 - 22 Viola Street, LENTEGEUR, 7785 - *Junaid*
184. Brandon Matthews - 940909 5177 089 - 23 Mashurs Street, Tafelsig, MITCHELLS PLAIN, 7786 - *Shamiel*
185. Savannah Tamia Slamati - 980907 1393 081 - 36 Ionian Street, ROCKLANDS, 7785 - *Thaakirah*
186. Hermanes Loeto - 970310 6273 089 - Vaaldrift Farm, KAKAMAS, 8870 - *Hermanes Jayden*
187. Michelle Chané Cloete - 930408 0388 082 - Hoerskoolweg, VREDENDAL, 8160 - *Tashmia*
188. Nontsha Panya - 910326 0701 084 - U 905 Cwayi Crescent, Site B, KHAYELITSHA, 7793 - *Nontsha Nomusa*
189. Promise Nnawe - 971112 5573 082 - 393 Spitspunt, SIYABUSWA, 0472 - *Makhutle Promise*
190. Zinhle Ziphlele Nhleko - 940906 1494 088 - 647 Extension 6, BARBERTON, 1300 - *Zinhle Tiphlele*
191. Kaliey Kotsele - 970706 0316 081 - 50 Van Zein, STERKSPRUIT, 5425 - *Carly*
192. Ashwyn Ruben Micheal Serfontein - 941214 5249 080 - 3 Anita Drive, GELVANDALES, 6000 - *Ashwyn Ruben*
193. Alphons Mokhele - 971211 5920 085 - 3114 Riverside, DEWETSDORP, 9940 - *Motlalepule*
194. Shumanay Samantha Lottering - 951231 0037 085 - 40 Nightingale Street, Avian Park, WORCESTER, 6849 - *Shaheemah*
195. Tekelele Jacobeth Mlunguzi - 950112 1198 087 - 58 Boikhutso, VENTERSDORP, 2710 - *Mamosa Jacobeth*
196. Jonathan Baxolele Mohammed - 901124 6174 088 - 31234 Linda Street, Lwandle, STRAND, 7140 - *Jonathan*
197. Yonelwa Nokubela - 911124 6092 080 - 19422 Ntanga Street, Nomzamo, STRAND, 7140 - *Yonela*
198. Jason Collin October - 930104 5303 081 - 9 Arend Court, BISHOP LAVIS, 8000 - *Jaw-Waad*
199. Monré Omaar Thomas - 911002 5170 083 - 15 Greenvale Court, 9th Avenue, Leonsdale, ELSIES RIVER, 7480 - *Moneeb Monré*
200. Lwanda Ngunikazi Gwabeni - 870925 0748 082 - 509 Barend Spies Street, Constantia Park, PRETORIA, 0181 - *Lwanda*
201. Eulendah Mogale - 860315 0546 086 - 727 Taurus Road, SUNDOWNER, 2040 - *Maakopi*
202. Stephen Tsietsi Links - 870513 5820 088 - 323 Eatonside, SEBOKENG, 1983 - *Austin*

203. Mothoana Rosinah Mphahlele - 990803 0104 082 - 752 Unit E, MANKWENG, 0727 - *Mothoana Rosinah Lehlogonolo*
204. Siyanda George - 990826 6241 087 - 3765 Nu 2, MDANTSANE, 5219 - *Siyasanga*
205. Tryphinah Prudence Mathebula - 950212 0715 087 - P O Box 188, THULAMAHASHE, 1365 - *Alibongwe Prudence*
206. Ghalid Ibnu Alwie Abrahams - 901210 5131 086 - 24 Phlox Street, PORT ELIZABETH, 6000 - *Khalid*
207. John Nixon - 861112 5142 089 - 10 Canara Crescent, Sherwood Park, ATLANTIS, 7349 - *Jameel*
208. Retshidisitwe Angelina Koloji - 990813 0419 083 - 535 Cook Avenue, Batho Location, BLOEMFONTEIN, 9300 - *Retshiditswe Angelina*
209. Makata Glen Matseke - 990508 5578 087 - Stand no 1125, Kirkvorschfontein, DENNILTON, 1030 - *Mothibedi Costar*
210. Tracy Baloyi - 890426 0648 089 - 3880 / 11 Mhuputi Street, ELANDSPOORT, 0183 - *Tiyiselani Tracy*
211. Fikile Mkonto - 830609 5677 087 - 121 Main Road, Waterfall Park, MTHATHA, 5099 - *Fikile Phillip Fikizolo*
212. Sikhulu Mbatha - 990403 5854 086 - J 979, UMLAZI, 4001 - *Lindokuhle Victor*
213. Zameka Cekiso - 990125 0114 089 - Lessytone Area, QUEENSTOWN, 5320 - *Inathi*
214. Protasia Malaka - 860220 0656 085 - 1966 Sekhukhune Street, Payneville, SPRINGS, 1559 - *Londiwe Protasia*
215. Vuyani Rose Shumeni - 880905 0247 085 - 19462 Zone 14, SEBOKENG, 1983 - *Vuyani Jedidah*
216. Chomonodo Mary-Jane Sibanda - 841021 0202 084 - No 11884, THABANG, 9400 - *Mary-Jane Sheila*
217. Nkopodi Eric Sekwati - 630406 5556 086 - Mohlaletse Village, JANE FURSE, 1085 - *Dolamo Eric*
218. Legohla Frans Mmotong - 500321 5529 081 - Phokwane, NEBO, 1059 - *Mogobe Frans*
219. Amanda Felicia Smith - 840314 0129 089 - 03 Escambe Avenue, Comet, BOKSBURG, 1459 - *Magnolia Margery Felicia*
220. Simangele Seipati Dhludhlu - 941227 0691 080 - 25575 Extension 24, EMBALENHLE, 2285 - *Simangele Seipati Rethabile*
221. Sipiwe Patience Mhlongo Mkhize - 940803 1358 084 - T 782 Sub 5, KWADABEKA, 3610 - *Sipiwe Patience*
222. Mathunye Nelson Mashifana - 931126 5699 084 - 177 Letebejane, Ga Rakgoadi, MARBLE HALL, 0450 - *Maile Nelson*
223. Terence Thabo Ramashapa - 850503 5947 084 - 1 Tierhout Street, Esther Park, KEMPTON PARK, 1619 - *Bheki Thabo*
224. Lesiba Seth Seete - 810820 5927 083 - House 04533, Mooiplaas, PRETORIA, 0001 - *Papiki Seth*
225. Motebele Monageng - 770820 5246 086 - Stand No 313, MARAPONG, 1030 - *Motebele Molefe*
226. Siphosethu Genu - 940820 5255 082 - Stand No 27489, EMBALENHLE, 2285 - *Sihlumile Emmanuel*
227. Mdungoazi Geoffrey Maluleka - 750303 7202 088 - Stand No 877, Mamphogo, MOGANYAKA, 0459 - *Malekapele Geoffrey*
228. Bongani Manganye - 900111 5323 080 - 8480 Lourie Street, Emaphupheni, DAVEYTON, 1520 - *Bongani Richard*
229. Tieho Ernest Mofokeng - 840730 5738 089 - 116 Naledi, WITSIESHOEK, 9870 - *Lehana Godfrey*
230. Sentsima Lucas Kgwete - 670412 5329 087 - Ga Mampa, DRIEKOP, 1129 - *Komane Lucas*
231. Lesetja Piet Monkoe - 870822 5462 084 - 10110 Malokong Kop, MOKOPANE, 0611 - *Piet Cedrick*
232. Motodi Seraki - 781204 5395 085 - A1-15 Phoenix View, Glen Estate, 14th Road Noordwyk, MIDRAND, 1685 - *Seraki*

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233. Philile Nxumalo - 921008 0704 089 - P O Box 870, MTUBATUBA, 3935 - *Ntombifuthi Thabile*
234. Lebogang Mongwe - 950524 0258 086 - 40004 Masodi Village, MOKOPANE, 0600 - *Lebogang Faith*
235. Thabo Hamilton Mapena - 600730 5411 083 - 21669/54 Ranyao Street, Extension 11, TSAKANE, 1550 - *Koena Ofentsedira*
236. Tsikwane Charles Mokoena - 790430 5403 087 - 5269 Phase 3, Tshediso, VANDERBIJLPARK, 1928 - *Charleson*
237. Phuti Given Lamola - 840623 6026 085 - P O Box 279, MOLETJIE, 0824 - *Madwale Given*
238. Tevin Mampa - 990920 6039 086 - 6622 Gronspeg Street, SOSHANGUVE EAST, 0152 - *Makoma Tevin*
239. Essa Mohamed - 950716 5304 085 - 493 Marine Drive, BLUFF, 4052 - *Essa Wandile*
240. Phologo Dominic Maphothoma - 960825 5479 082 - P O Box 282, GROOTHOEK, 0628 - *Phologo Mvangaze*
241. Kholofelo Lorraine Ntjakathe - 750516 0675 089 - 301 Welamlambo Section, TEMBISA, 1632 - *Tsholofelo Lorraine*
242. Kgopotso Seraki – 740131 5336 084 - Unit 14, Francel 2 Estate, Main Street, HEATHERDALE, 0182 - *Kgopotso Seraki*

DEPARTMENT OF LABOUR

NO. 1300

24 NOVEMBER 2017

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: THE MAIN
COLLECTIVE AGREEMENT

I, **Mildred Nelisiwe Oliphant**, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No 661 of 5 September 2014, R. 791 and R. 792 of 4 September 2015 and R. 306 of 31 March 2017 with effect from the second Monday after publication of the notice.


MINISTER OF LABOUR

DATE:.....03/11/2017.....

UMNYANGO WEZABASEBENZI

R.

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKUHOXISWA KWEZAZISO SIKAHULUMENI

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iZaziso zikaHulumeni ezinguNombolo R.661 womhlaka 5 kuMandulo 2014, R. 791 kanye nonombolo R. 792 womhlaka 4 kuMandulo 2015 kanye nonombolo R. 306 womhlaka 31 kuNdasas 2017 kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso.


UNGCONGQOSHE WEZABASEBENZI

DATE:.....03/11/2017.....

DEPARTMENT OF LABOUR

NO. 1301

24 NOVEMBER 2017

LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, 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, with the exclusion of clauses 1.1.1, 1.2, 20.7, 29, and 36.1 thereof, which was concluded in the **South African Road Passenger Bargaining Council** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after publication of the notice and for the period ending 31 March 2018.


.....**MINISTER OF LABOUR**DATE: *02/11/2017*.....

UMNYANGO WEZABASEBENZI

R.

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL:
UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI
NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA
INGXENYE YESIVUMELWANO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, kukhiswa imishwana 1.1.1, 1.2, 20.7, 29, no 36.1 esenziwa **SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 31 kuNdasa 2018.



.....

UNGQONGQOSHE WEZABASEBENZIUSUKU: *02/11/2017*

SCHEDULE**THE SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL (SARPBAC)****MAIN COLLECTIVE AGREEMENT**

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

SOUTH AFRICAN BUS EMPLOYER'S ASSOCIATION

And

COMMUTER BUS EMPLOYER'S ORGANISATION

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

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION**TRANSPORT AND ALLIED WORKERS UNION OF SOUTH AFRICA****TRANSPORT AND OMNIBUS WORKERS UNION**

And

TIRISANO TRANSPORT AND SERVICES UNION

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

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

(hereinafter referred to as the "Bargaining Council")

30. Status Quo
31. Prohibition of Employment
32. Notice of Termination of Contract
33. Certificate of Service
34. Keeping of Records
35. Payment of Remuneration
36. Designated Agents
37. Applications for Exemption and Appeals Against Decisions of the Exemption Panel
38. Dispute Procedure
39. Levies
40. Administration of Agreement
41. Application of Agreement
42. Registration
43. **Annexure A** – Job Titles, Grades, Minimum hourly rates
44. **Annexure B** – Dispute resolution
45. **Annexure C** - Exemption procedure
46. **Annexure D** – Approved Study Courses

1. **SCOPE OF APPLICATION AND PERIOD OF AGREEMENT**

1.1. **SCOPE OF APPLICATION**

The terms of this agreement shall be observed in the Road Passenger Transport Trade:

- 1.1.1 by all Employers who are members of the Employers' Association and by all Eligible Employees who are members of the trade unions.
- 1.1.2 by all Employers and Eligible Employees within the Road Passenger Transport Trade in the Republic of South Africa,
- 1.1.3 The agreement shall also apply and be binding upon all Parties and/or Individuals to whom the operation of the collective agreement is extended in terms of Section 32 of the Labour Relations Act (LRA) of 1995.



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1.1.4 Clauses 1.1.1., 1.2, 36.1 and 42 of this Agreement shall not apply to Employers and Employees who are not members of the Employers' Association and trade unions respectively unless the agreement is extended to non-parties by the Minister of Labour.

1.2. TERM OF THE AGREEMENT

This Agreement shall come into operation for the parties to this Agreement on 1 April 2017 and for non-parties on such date as may be decided upon by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995 and shall remain in force until 31 March 2018 or until replaced by a subsequent agreement and shall be applicable to all Eligible Employees.

2. DEFINITIONS

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

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

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

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

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

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

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

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

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"Employer" means an individual, company or organisation that employs or provides work for any person or employs an eligible employee in the Road Passenger Transport Trade;

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

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

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

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

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

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

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

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

- (a) all periods during which an Employee is obliged to remain at his post in readiness to commence or proceed with his work; and
- (b) all time spent by a bus driver or bus driver-conductor on work connected with the bus or the passengers and all time spent by a driver of a motor vehicle on work connected with the vehicle or its load,

but does not include any meal interval, sleep-over period or any time for which a subsistence allowance is payable to an Employee, if during such period, the Employee does no work other than remaining in charge of the vehicle;

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

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

"Registration" means Registration by companies or employers falling within the Road Passenger Transport Trade as defined in this agreement of the particulars (name, employee number and identity number) of all eligible employees with SARPBC as required by the Department of Labour..

"Retrenchment Fund" shall mean a fund established in terms of the Pension Funds Act no 24 of 1956;

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

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

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

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

"Supervisory Staff" means those individuals' exercising supervisory control and who are responsible for the activities and/or work performance of Employees falling within the ambit of such control. Individuals occupying a position such as assistant manager or higher in the administration function, charge hand or higher in the engineering function, chief inspector or

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higher in the traffic function, chief operator or higher in the traffic control function or assistant chief ticket office clerk or higher in the revenue receiving function fall within the definition of this category of staff;

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

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

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

3. **ACROSS THE BOARD INCREASE**

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

- 3.1. The base rate of pay for the purpose of this clause will be the hourly rate payable to Employees immediately preceding the commencement date of this Agreement.
- 3.2. An across-the-board increase of 9% on the base rate of pay as at 31 March 2017 will become due from the commencement date of this Agreement until 31 March 2018
- 3.3. The agreed changes to benefits, negotiated during the course of the 2017 negotiations or until replaced by a subsequent agreement., to be implemented with effect from 1 April 2017 until the 31 March 2018

4. **MINIMUM BASIC WAGE**

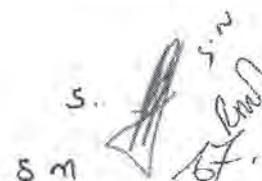
The minimum hourly wage for Employees will not be less than R31.16 per hour for the period 1 April 2017 to 31 March 2018.

5. **JOB TITLES, GRADES, MINIMUM HOURLY RATES**

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

5.1.1. The definition applicable to each job title.

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- 5.1.2. The various occupations within the trade which are encompassed within the job title.
- 5.1.3. The peromnes grade range applicable to such job title.
- 5.1.4. The minimum hourly rate applicable to such job title.
- 5.2. Where an Employer's entry level hourly rate in respect of new Employees is greater than the minimum hourly rate specified in Annexure A, the Employer shall be entitled to maintain such entry level hourly rate without increase.

6. ORDINARY HOURS OF WORK AND OVERTIME

- 6.1. **Ordinary hours of work** – Ordinary hours of work shall not exceed 45 hours in any week.
- 6.2. **Averaging of hours** – Notwithstanding the provisions of this Agreement, an Employer may conclude a collective agreement which permits the Employer to average the ordinary hours of work and overtime of Employees over a period of up to 4 months, provided:
 - 6.2.1. That the Employer may not require or permit an Employee who is bound by the collective agreement to work more than:
 - a) An average of 45 ordinary hours of work in a week over the agreed period.
 - b) An average of 5 hours overtime in a week over the agreed period.
 - 6.2.2. That the collective agreement lapses after 12 months.
 - 6.2.3. That the proviso referred to in sub-paragraph 6.2.2 above only applies to the first two collective agreements concluded in terms of this clause.
- 6.3. **Meal interval** – An Employer shall not require or permit an Employee to work continuously for more than five hours, without a meal interval, of not less than 30 minutes, during which interval, such Employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime.
- 6.4. **Rest intervals** – An Employer shall grant to his Employee, other than a member of the operating staff, a rest interval of not less than 10 minutes as nearly practicable in the middle of each first work period and second work period of the day, and during such

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interval the Employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of the Employee.

- 6.5. **Weekly day off** – An Employer shall grant to every Employee at least one full day off during every seven consecutive days.
- 6.6. **Spread-over** – In the case of a member of the operating staff the ordinary hours of work, including the meal interval where applicable, and all overtime, shall on any day be completed within a spread-over of 14 hours.
- 6.7. **Overtime** - Employees working overtime will be compensated at a rate of 1.5 times their normal hourly rate on an ordinary day and double their normal hourly rate on a working day off.
- 6.8. **Sunday** – Employees working on a Sunday which is not their weekly day off will be compensated at a rate of 1.5 times their normal rate for each hour worked on the Sunday.
- 6.9. **Limitation of overtime:**
- 6.9.1. An Employer shall not require or permit an Employee to work overtime, otherwise than in terms of a collective agreement or an agreement concluded with the Employee.
- 6.9.2. The maximum permitted overtime may not exceed 15 hours per week.
- 6.10. **Set-off** – Where in any one week an Employee absents himself/herself from work during any or all of the ordinary hours of a shift or shifts, without authority, any overtime worked by the Employee shall be paid at the Employee's ordinary rate of pay for a period equivalent to the period of such absence.
- 6.11. **Rest period** – An Employer shall grant the Employee, other than a member of the operating staff, a daily rest period of a least 12 consecutive hours between the Employee ending and recommencing work.
- 6.12. **Short-time** – An Employer shall be entitled to implement short-time upon notice to Employees in which event the provisions of clause 35.4.4 will apply.

7. SCHEDULING OF WORK

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

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11. TOOL ALLOWANCE

An allowance of R40.00 per week will apply to Employees who, as a requirement of the Employer, are in possession of the applicable tool kit complying with the Employer's specifications.

12. CROSS BORDER EXPENSES AND ALLOWANCES

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

- 12.1 Reimburse the employee for the required expenses of obtaining a passport, visa, medical certificate and medication.
- 12.2 Pay the employee who is away from the Employer's establishment on special hire/charter duties or on the instruction of the employer and is as a consequence thereof and at the instruction of the employer required to sleep out outside of South Africa, an allowance of R638.00 for each night that the employee is required to sleep out.
- 12.3 Pay an employee, who is away from his Employer's establishment, for more than 7 hours and 20 minutes on special hire/charter duties or on the instruction of the employer, but is not required/instructed by the employer to sleep out outside the border of South Africa, a meal allowance of R9.68 per hour for each completed hour of such special hire/charter or absence.
- 12.4 The above allowance will not be paid where in terms of the Employer's procedures, the employer or a third party provides accommodation or food or pays for the food directly and where food and accommodation are available at no cost to the employee.
- 12.5 Where this clause applies, then clause 9 does not apply.

13. DUAL DRIVER ALLOWANCE

Employers engaged in scheduled Intercity services, where two coach drivers are required on the vehicle as a result of the distance to be travelled, shall pay an allowance of R400.00 per month to each coach driver who had engaged in such services for the pay period concerned.

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14. PART TIME ADULT BASIC EDUCATION AND TRAINING INSTRUCTORS

All Employees who, on a part time basis, perform the work of Adult Basic Education and Training (ABET) instructors will receive an allowance R12.00 for each hour of ABET instruction.

15. PROFESSIONAL DRIVING PERMIT/LICENSE

15.1 Employees who are required by the Employer to have a Professional Driving Permit will

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

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

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

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

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

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

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

16. LEGAL ASSISTANCE

- 16.1 When an Employee, acting in the course and scope of his employment, is involved in a motor vehicle accident in a company vehicle, and is subsequently charged with commission of a criminal offence arising out of the accident, the Employer will provide legal assistance by granting an interest free loan up to a maximum of R 10 000.00.
- 16.2 The Employer will appoint a lawyer in such cases. Such loans will be repaid in instalments by the Employee immediately. If eventually found not guilty, the Employer will refund the amount already deducted from the Employee's pay.
- 16.3 The provision of legal assistance is extended to a security guard with a company-issued firearm who is charged with commission of a criminal offence arising from the use of the firearm whilst on duty.

17. ANNUAL LEAVE

- 17.1 Annual leave cycle means the period of 12 months employed with the same Employer, immediately following:
- 17.1.1 an Employee's commencement of employment; or
- 17.1.2 the completion of that Employee's prior leave cycle.
- 17.2 An Employer must grant an Employee at least 21 consecutive days of annual leave, on full remuneration, in respect of each annual leave cycle. This means:
- 17.2.1 15 working days for Employees working a 5 day week.
- 17.2.2 18 working days for Employees working a 6 day week.
- 17.3 An Employer may reduce an Employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the Employee at the Employee's request in that leave cycle.

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18 SICK LEAVE

- 18.1 Sick leave cycle means the period of 36 months' employment with the same Employer immediately following:
- 18.1.1 an Employee's commencement of employment; or
 - 18.1.2 the completion of the Employee's prior sick leave cycle.
- 18.2 During every sick leave cycle, an Employee is entitled to an amount of paid sick leave equal to the number of days the Employee would normally work during a period of six weeks.
- 18.3 Despite sub-clause 17.2, during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 26 days worked.
- 18.4 During an Employee's first sick leave cycle, an Employer may reduce the Employee's entitlement to sick leave in terms of sub-clause 17.2 by the number of days' sick leave taken in terms of sub-clause 17.3.
- 18.5 An Employer must pay an Employee for a day's sick leave:
- 18.5.1 the basic wage the Employee would ordinarily have received for the ordinary hours of work on that day; and
 - 18.5.2 on the Employee's usual payday.
- 18.6 An agreement may reduce the pay to which an Employee is entitled in respect of any day's absence in terms of this clause if:
- 18.6.1 the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - 18.6.2 the Employee's entitlement to pay:
 - a) for any day's sick leave is at least 75 percent of the basic wage payable to the Employee for the ordinary hours the Employee would have worked on that day; and
 - b) for sick leave over the sick leave cycle is at least equivalent to the Employee's entitlement in terms of sub-clause 17.2.

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19 INFORMING EMPLOYER OF ABSENCE AND PROOF OF INCAPACITY

- 19.1 Where an Employee is unable to attend work as a result of ill health, the Employee shall be obliged to inform the Employer of this fact within 24 hours of taking ill.
- 19.2 The Employee shall submit a sick certificate, signed by a medical practitioner who is registered with a professional council established by an Act of Parliament to his Employer, stating the nature of the illness and the duration of Employee's absence.
- 19.3 This sick certificate shall be submitted within 48 hours of the Employee going absent due to illness.

20 LEAVE FOR TERMINALLY ILL EMPLOYEES

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

- 20.1 The leave will be made available solely for the purpose of hospitalisation or treatment that will require more than 2 days of absence as prescribed by a company appointed and/or approved certified specialist physician.
- 20.2 The Employee will be allowed a maximum of 18 working days leave in any one year at normal basic rates of pay.
- 20.3 The Employee must, prior to any leave being granted in terms of this clause, first have exhausted all his/her sick leave.
- 20.4 An Employee will be required to provide the Employer with prior notice of every treatment session as well as written proof, from the institution providing the prescribed treatment, of having undergone such treatment.
- 20.5 Where companies provide sick leave in excess of the combined benefits that would accrue from clause 17 of this agreement and this clause, Employees working for such companies will not be entitled to the terminally ill benefit as provided for herein.
- 20.6 Leave provided in terms of this clause is not cumulative.
- 20.7 It is agreed that no further demands will be made until the negotiations of the agreement for 2018/2019 in relation to the number of days leave to be provided in terms of this clause when negotiating substantive conditions of employment.

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21 MATERNITY LEAVE

Female Employees will be entitled to 16 weeks paid maternity leave at a rate of 32.9% of the Employee's basic wage, commencing 1 month prior to the expected date of confinement. Such Employee is also, at the time of her confinement and at her option, entitled to a further period of 10 weeks unpaid leave.

22 FAMILY RESPONSIBILITY LEAVE

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

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

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

23 STUDY LEAVE

Employees shall be entitled to paid study leave as follows:

23.1 2 days prior to and 1 day on the day of the examination per approved course, subject to a maximum of 15 days per annum for approved courses. (Further consideration for an increase of this benefit will only be considered again in 2018)

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

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

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

23.4.1 Applications for Study Leave in terms of clause 23, setting out the details of the course(s) of study and the educational institution must be received by the

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Employer not later than January in the year which the course(s) of study are to be undertaken.

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

23.4.3 Employees whose applications are approved must, at least one month prior to embarking on any study leave in terms of clause 22, provide the employer with documentary proof of the employee's eligibility to write the exam.

23.5 Should a dispute arise out of the application of clause 22, the matter must be dealt with in terms of the companies' grievance procedure.

24 RETIREMENT FUND

24.1 Membership of a retirement fund is compulsory in respect of all Employees.

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

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

25 BONUS

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

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

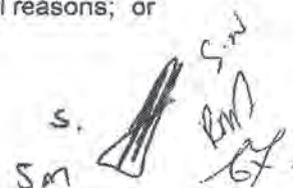
25.2.1 the Employee being declared medically unfit to continue employment; or

25.2.2 the Employee attaining normal retirement age; or

25.2.3 the employment relationship being terminated for operational reasons; or

25.2.4 the death of the Employee.

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25.3 Any Employer seeking exemption from the provisions of this clause as a consequence of financial reasons shall be obliged to follow the exemption procedure detailed in Annexure C.

26 CONTRACT PENALTIES

Where an Employee is found to be directly responsible for a penalty being imposed on the Employer because of the non-compliance with the terms and conditions of a subsidised contract, the Employee will be required to reimburse the Employer to the extent of the penalty incurred, up to a maximum of R200.00 per incident. Such reimbursement shall be deducted from the basic wage of the Employee.

27 RETRENCHMENT/SEVERANCE PACKAGE

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

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

28 FARE INCREASES

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

29 TRADE UNION NATIONAL RETIREMENT FUNDS

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

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30 STATUS QUO

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

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

31 PROHIBITION OF EMPLOYMENT

An Employer shall not:

31.1 employ any person under the age of 15 years.

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

32 NOTICE OF TERMINATION OF CONTRACT

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

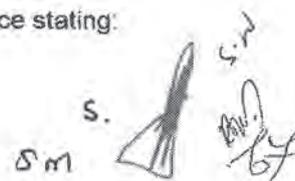
32.1 during the first four weeks of employment, not less than one workday's notice of termination of contract;

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

33 CERTIFICATE OF SERVICE

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

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- 33.1 the Employee's full name;
- 33.2 the name and address of the Employer;
- 33.3 a description of the Bargaining Council by which the Employer's business is covered;
- 33.4 the date of the commencement and the date of termination of employment
- 33.5 the title of the job or a brief description of the work for which the Employee was employed at the date of termination;
- 33.6 the Employee's remuneration at date of termination; and
- 33.7 if the Employee so requests, the reason for termination of employment.

34 KEEPING OF RECORDS

- 34.1 Every Employer must keep a record containing at least the following information:
 - 34.1.1 the Employee's name and occupation;
 - 34.1.2 the time worked by each Employee;
 - 34.1.3 the remuneration paid to each Employee;
 - 34.1.4 the date of birth of any Employee under 18 years of age; and
 - 34.1.5 any other prescribed information.
- 34.2 A record in terms of sub-clause 34.1 must be kept by the Employer for a period of three years from the date of the last entry in the record.
- 34.3 No person may make a false entry in a record maintained in terms of sub clause 34.1 above.
- 34.4 An Employer who keeps a record in terms of this clause is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

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35 PAYMENT OF REMUNERATION

- 35.1 Any amount due to an Employee shall, in accordance with company policy, be paid weekly, fortnightly or monthly in cash, by cheque or by direct deposit into an account designated by the Employee.
- 35.2 Any remuneration paid in cash or by cheque must be given to each Employee:
- 35.2.1 at the workplace or at a place agreed to by the Employee;
 - 35.2.2 on the designated pay day; and
 - 35.2.3 in a sealed envelope.
- 35.3 An Employer must give an Employee the following information in writing on each day that an Employee is paid:
- 35.3.1 the Employer's name;
 - 35.3.2 the Employee's name and occupation;
 - 35.3.3 the period for which the payment is made;
 - 35.3.4 the Employee's gross remuneration;
 - 35.3.5 the amount and description of any deduction made from the remuneration;
 - 35.3.6 details of overtime and other earnings; and
 - 35.3.7 the actual Nett pay.
- 35.4 Save as provided for in terms of this Agreement, no Employer shall levy any fines against the Employee nor may he make any deductions from the Employee's remuneration other than:
- 35.4.1 with the written consent of the Employee;
 - 35.4.2 whenever an Employee is absent from work, other than at the direction of his Employer, a deduction proportionate to the period of his absence and calculated on the basis of the basic wage of the Employee in respect of his ordinary hours of work at the time of such absence, subject to any set-off which may be applicable in terms of clause 6.8 above;
 - 35.4.3 a deduction of any amount which an Employer by law or order of any competent court or by collective agreement is required or permitted to make;

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36 DESIGNATED AGENTS

- 36.1 One or more persons shall be appointed by the Council as agent(s) to assist in enforcing the terms of this Agreement.
- 36.2 The Council may, in terms of Section 33 of the Act, request the Minister of Labour to appoint any person as a designated agent of the Council.
- 36.3 A designated agent shall have the powers conferred on a commissioner by Section 142 of the Act, except the powers conferred by Section 142(1) (c) and (d).

37 APPLICATIONS FOR EXEMPTION AND APPEALS AGAINST DECISIONS OF THE EXEMPTION PANEL

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

38 DISPUTE PROCEDURE

Dispute procedures are detailed in Annexure B to this Agreement.

39 LEVIES

- 39.1 Employees for whom minimum basic wages are prescribed an amount of R4.62 per week or R20.00 per month of an Employee's normal basic wage shall be deducted by an Employer from the basic wage of every Employee.
- 39.2 Other employees in the bargaining unit for which minimum basic wages are not prescribed, but who qualify for the across the board increases as per clause 3.2, an amount of R4. 62 per week or R20.00 per month of an Employee's normal basic wage shall be deducted from the basic wage of every Employee, in his or its employ who works one or more days a week.
- 39.3 To the amounts deducted in terms of clause 39.1 and 39.2, the Employer shall add a like amount and pay the total by no later than the 7th of each month over to the council together with the schedules at Ground Floor, Stonefountain House, 95 Klipfontein Road, Rondebosch, 7700, or into the councils bank account: SARPAC, First National Bank, Account no. 62289781752, Branch Bode 202409.

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40. 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.

41. APPLICATION OF AGREEMENT

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

42. REGISTRATION

All Employers operating in the Road Passenger Trade who employs eligible employees in terms of this Agreement are compelled to register with the South African Road Passenger Bargaining Council

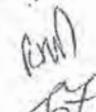
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ANNEXURE A**JOB TITLES, GRADES, MINIMUM HOURLY RATES**

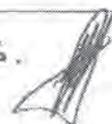
Job Title	Purpose Statement	Occupations Included	Range of Grades	Minimum Rate Per Hour with the coming into operation of this agreement
Artisan	Qualified artisan who holds the relevant trade papers. Artisan could include Diesel Mechanic, Auto Electrician, Body Builder, Painter, Welder and Spray Painter. Typical work would include the service, repair, maintenance, upgrade of vehicles/components, inspections. Conducts road tests, recovers breakdowns, and identifies / diagnoses faults/defects. Artisans may supervise and assist in training unqualified staff.	Artisan, Artisan Auto Electrician, Artisan Body Builder, Auto Electrician, Body Builder, Mechanic, Diesel Mechanic, Painter, Spray Painter, Trimmer, Welder.	P13-P10	R 62.56
Bus Driver	Drives a bus to transport passengers on scheduled services over established routes. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure the safe arrival of passengers. Ensures passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. This category is restricted to commercial contracts which are not subsidized by government.	Bus Driver	P15-P14	R 36.68
Cabin Attendant	Provides assistance to passengers on a Luxury Coach. Tasks include serving of refreshments and ensuring passengers experience a comfortable journey.	Cabin Attendant	P14	R 55.21
Canteen Attendant	Maintains the cleanliness of the canteen and assists in the preparation and serving of food and beverages. Keeps the canteen clean and tidy.	Canteen Assistant Meals, Canteen Assistant Tea, Canteen Attendant	P18-P17	R 31.16

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Cashier	Receives cash from drivers and/or ticket sellers and banks all cash received.	Cashier, Cashier - Ex DC.	P14-P12	R 42.30
Cleaner	Cleans and maintains office / yard / workshop / buses / vehicle parts / bellows, utilising the appropriate cleaning agents and cleaning tools.	Bellow Cleaner, Bus Cleaner, Bus Washer, Office Cleaner, Steam Cleaner, Steam Jenny Cleaner, Workshop Cleaner, Yard Cleaner.	P19-P18	R 31.16
Clerk	Performs administrative / clerical / stores / technical duties. Tasks may include filing, recording of data, copying, typing, handling petty cash, ordering of stationery/groceries, reporting, receiving and issuing of stock/parts or stock-taking. Additional duties may include attending to client queries/complaints, supervising and/or coordinating the workload of subordinates and/or operating on a senior administrative level.	Clerk, Assistant Contract Clerk, Receiving and Recon Clerk, Tyre Clerk, Taco Clerk, Operations Clerk, Planning Clerk, Terminal Clerk, Private Hire Clerk, Reservations Clerk, Scheduling Clerk, Technical Clerk, Waybill Clerk, Contract Clerk, Revenue Office Assistant, Special Hire Clerk, Stores Clerk, Engineering Clerk, Senior Clerk, Senior Store Clerk, Systems Clerk, Data Capturer.	P15 - P11	R 38.64
Cook	Prepares and serves meals to staff members. Compiles a weekly menu and assists in canteen administration. Supervises Canteen Attendants.	Chef	P15	R 44.15
Despatcher	Books and despatches drivers on allocated routes to ensure buses depart on schedule and executes administrative-related functions. Duties may include signing on/off shifts for Bus Drivers, reporting of any incidents and analysing the AM and PM operation.	Depot Despatcher, Despatcher, Sub Depot Despatcher.	P13 - P12	R 47.83

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Driver / Conductor	Drives a bus or luxury coach to transport passengers on the scheduled services over established routes. May issue tickets and collect fares. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure safe arrival of passengers. Ensures that passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. Includes all BRT operations.	Driver / Conductor, Duty Bus Driver, Luxury Coach Driver, Coach Driver, OMO.	P14-P12	R 47.83
Driver Instructor	Provides training to drivers and conducts evaluations on drivers.	Driver Instructor, Driver Training Instructor.	P12 - P11	R 55.21
ETM Technician	Services, repairs and maintains Electronic Ticket Machines.	ETM Repairer, ETM Technician, Wayfarer Mechanic, Setright Mechanic, Senior Setright Mechanic.	P14 - P10	R 40.49
Forklift Driver	Operates a forklift to move equipment within the premises.	Forklift Driver	P18	R 40.49
Fuel Attendant	Refuels buses /company vehicles.	Fuel Attendant, Diesel/Fuel Attendant.	P17-P16	R 31.16
Gardener	Maintains gardens, lawns, shrubs and trees. Loads and unloads goods and materials. May provide assistance in the washing of company cars and cleaning of windows.	Gardener, Garden Labourer, General Worker.	P18	R 31.16
Handyman	Performs general building maintenance and repair work for plumbing, electrical, building and paving activities.	Handyman, Handyman Building Maintenance, Handyman Electrical	P16-P11	R 42.30
Help Desk Administrator	Handles passenger complaints, issues refund-vouchers to passengers, issues trip vouchers, assists passengers with dead tags, records customer complaints, visits head office and provides feedback.	Help Desk Administrator	P14	R 53.54

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Hospitality Representative	Meets and greets clients at airports and ensures that the correct vehicles are boarded.	Hospitality Representative	P13	R 38.50
Inspector	Executes and carries out inspection duties to investigate irregularities and ensure compliance to company policy - performs physical vehicle checks, evaluates driver compliance, monitors scheduled trips and audits the issuing of tickets and the collection of revenue.	Inspector	P13 - P11	R 47.98
Maintenance Assistant	Assists a qualified Artisan and has sufficient relevant experience to perform the work required.	Semi-skilled Body Builder, Semi-skilled Electrician, Semi-skilled Mechanic, Semi-skilled Shift Mechanic; Junior Body Builder, Junior Electrician, Junior Glazier, Junior Mechanic, Junior Body Builder, Junior Spray Painter, Operative B.	P14-P13	R 44.15
Maintenance Technician	Unqualified Artisan who is able to perform all technical duties not performed by an Artisan (auto electrician/body builder/diesel mechanic), but does not have the qualification (i.e. trade certificate).	B Artisan (Auto Electrician, Body Builder, Diesel Mechanic), Workshop Operative, Honorary Artisan, Auto Elec Operative, Body Shop Operative, Operative A.	P13-P12	R 47.98
Messenger	Delivers and collects mail / documents and runs errands as required by the operation. May be required to drive a motorcycle or vehicle and hold the applicable license.	Messenger	P18-P15	R 31.26
Mobile Driver	Drives a light motor vehicle to transport personnel to and from the required location. Holds a code 08 (EB) license.	Mobile Driver	P18-P15	R 31.26

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Porter	Loads and off loads luggage at major centres in an intercity environment.	Porter	P19	R 31.16
Receptionist	Performs front desk duties, operates the switchboard to attend to incoming calls, receives visitors to the organisation and responds to general enquiries. Performs clerical duties when required e.g. photocopying, handling mail, handling faxes.	Receptionist, Receptionist/Switchboard Operator, Switchboard Operator.	P14	R 40.49
Regulator	Records arrival and departure times of buses at terminal points to ensure buses keep to routes and schedules. Liaises with passengers on the service provided.	Regulator, Point Controller.	P14-P12	R 34.96
Route Controller	Ensures that specific routes are covered for passengers to arrive on time at destinations.	Route Controller	P12 - P11	R 86.27
Security Guard	Patrols and guards company assets and personnel and provides secure access control to the property.	Security Guard, Gatekeeper.	P17 - P16	R 33.14
Senior Cashier	Supervises Cashiers in the receipt and banking of cash received. Tasks include reconciling cash to ticket sales, liaising with customers, controlling safes, ensuring the smooth running of equipment at depots and conducting periodic depot spot checks.	Senior Cashier, Chief Cashier, Senior Cashier T/Seller	P13-P12	R 47.98
Senior Inspector	Supervisors a team of inspectors, works according to a pre-determined schedule and performs adhoc investigations. Liaises with passengers and driver conductors. Carries out a census.	Senior Inspector	P12-P11	R 55.21
Senior Regulator	Supervises operational duties of Regulators, maintains an effective passenger information system and monitors passengers at platforms.	Senior Regulator, Senior Point Controller.	P12-P13	R 47.98

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Shunter Driver	Moves buses on company premises and between sections for maintenance activities. Road test buses as and when required by Artisans and workshop supervisors. Parks buses in stipulated areas. Drives buses through bus wash machines. Drives vehicles onto and off pits. Requires the applicable license.	Shunter Driver, Shunter Driver- Maintenance.	P16-P15	R 33.14
Stores Driver	Performs driving duties for stores e.g. collection of parts and other store items. Requires the applicable license.	Stores Driver	P15	R 31.26
Storeman	Establishes and maintains minimum and maximum stock levels, controls and checks the delivery of stock, issuing of parts and spares, keeps stock cards up to date, receives and books out spares, performs stock take, conducts spot checks on stocks, etc.	Storeman, Storeman Buyer, Storeman / Counterhand.	P15 - P12	R 40.49
Stores Assistant	Assists the Storeman with the issuing and receiving of parts in the store, physically moves stock (packing, unpacking) and drives a forklift to load and unload spares from delivery vehicles. Requires the applicable licence.	Stores Assistant	P16-P14	R 38.81
Tea Person	Make tea and coffee and wash dishes	Tea Person	P18	R 31.16
Technical Driver	Performs driving duties for the Technical Department inclusive of shunting vehicles from the wash bay to check pits and to the workshop, fuelling of vehicles, taking vehicles for COF and towing busses in for repairs. Requires the applicable licence.	Technical Driver	P15	R 31.26

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Terrain Controller	Supervises the dispensing of diesel, oil and water. Supervises, shunting, parking and despatching of buses. Supervises the cleaning and washing of the exterior and interior of buses. Supervises the cleaning of the yard, offices, buildings, equipment and premises.	Terrain Controller, Yard Supervisor.	P13 - P12	R 61.91
Ticket Admin Clerk	Performs cashier and ticket selling duties, inclusive of selling trips and tags to passengers and the maintenance of stock. Handles cash, cashes up drivers' modules, drivers' tickets and standby waybills, pays in at a Cashier, cashes up daily sales. Is responsible for the banking of money, assisting customers with complaints, checking that ETM's are working and reporting defaults, requesting stock, stationery and float, and rotating between depots.	Ticket Admin Clerk, Ticket Office Clerk, Admin Clerks (Tickets).	P14-P13	R 42.30
Ticket Seller	Sells tickets to passengers from a mobile vehicle or at a point identified by the company. May require the applicable license.	Ticket Seller, Pre Seller, Season Ticket Seller	P14-P12	R 42,30
Transport Officer	Signs Bus Drivers/ Driver Conductors On & Off. Reports any incidents that have a negative effect on the smooth running of the operation in the occurrence book. Analyses the AM and PM Operation.	Transport Officer	P11	R 47.98
Typist	Types documents and performs clerical duties for a department, e.g. Operations.	Typist, Typist Clerk.	P15-P13	R 42.30
Tyre Attendant	Removes and replaces tyres on vehicles. Checks tyres for defects, damage and pressures. Removes and inspects rims for damage and replaces rims.	Tyre Attendant, Tyre Operator.	P17-P14	R 31.16
Tyre Controller	Supervises tyre attendants and ensures optimal work output.	Tyre Supervisor	P13	R 61.91

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<p>Workshop Assistant</p>	<p>Assists a qualified artisan in the trade (Body Builder, Auto Electrician, Vehicle Checker, Greaser, Diesel Mechanic and Spray Painter) through supplying the correct tools, cleaning of components, and assisting with the service, repair, maintenance and upgrade of vehicles/components. Performs general housekeeping in keeping the work area safe and clean. Not an apprentice. Reports into an Artisan.</p>	<p>Trade Worker P15 & P16. Trade Assistant: Auto Electrician, Trade Assistant Diesel Mechanic, Handyman Assistant, Mechanical Shop Assistant, Assistant Electrician, Assistant Glazier, Workshop Assistant, Workshop Operator Assistant, Builder Assistant, Assistant Mechanic, Assistant Spray Painter, Auto Electrical Assistant, Grade C and D Operatives, Electrical Shop Assistant, Body Shop Assistant, Artisan Assistant, Greaser, General Worker, Labourer, Tyre Shop Assistant, Upholstery Assistant, Vehicle Checker.</p>	<p>P19-P15</p>	<p>R 31.16</p>
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ANNEXURE "B"**DISPUTE RESOLUTION****1. DISPUTE**

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

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

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

2. DISPUTE RESOLUTION AGENCY

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

3. DISPUTE RESOLUTION PANELS

- 3.1 SARPBAC shall establish and maintain regional panels of Commissioners, who are accredited conciliators and/or arbitrators, to carry out the conciliation and/or arbitration functions of SARPBAC.
- 3.2 The panels shall have a sufficient number of properly qualified Commissioners to handle disputes without undue delay and in an effective and efficient manner.
- 3.3 The appointed dispute agency or agencies shall provide names of possible Commissioners from which SARPBAC will select the various regional panels.
- 3.4 SARPBAC may, at any stage and after a thorough investigation as to the reasons submitted for the removal of a Commissioner by any Party, decide to remove an individual from a panel.

4. REFERRAL OF DISPUTES

- 4.1. Parties to SARPBAC, as also Parties who fall within the registered scope SARPBAC, may refer a dispute to SARPBAC should the dispute not be resolved at plant level and a Party to the dispute wish to take the matter further.
- 4.2. Disputes shall only be referred to SARPBAC after Parties to the dispute have complied

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with and exhausted all plant level dispute resolution procedures and failed to resolve the dispute.

4.3. A Party may refer a dispute to SARPBAC if:-

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

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

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

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

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

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

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

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

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

5. **TIME PERIODS**

For the purpose of calculating any period of time in terms of these dispute resolution procedures:-

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

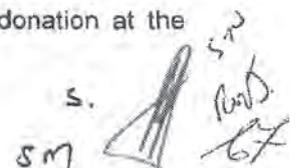
5.2 the first day is excluded and the last day is included, subject to Clause 5.1 above.

6. **CONDONATION FOR LATE REFERRAL**

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

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

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- 6.3 An application for Condonation must set out the grounds for seeking Condonation and must include details of the following:-
- 6.3.1 the degree of lateness
 - 6.3.2 the reasons for the lateness and degree of fault
 - 6.3.3 the referring Party's prospects of succeeding with the dispute and obtaining the relief sought against the other Party or Parties
 - 6.3.4 any prejudice to the other Parties and
 - 6.3.5 all other relevant factors.
- 6.4 SARPBAC shall not accept any late referral without a Condonation application being attached to such late referral together with documented proof that all other Parties to the dispute have been notified about the late referral and application for Condonation.
- 6.5 Once a Condonation application has been submitted the responding Party or Parties must, should they wish to oppose such application, lodge written objections thereto within fifteen (15) days of receipt of the notice of such Condonation application.
- 6.6 A Commissioner will be appointed and will consider the late application and any objections lodged against the said application within fifteen (15) days after the date allowed, in terms of Clause 6.5 above, for submission of objections to such late referral and Condonation application.

7. SERVING OF DOCUMENTS ON PARTIES

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

- 7.1 handing a copy of the referral documents to the person(s) that is Party to the dispute or
- 7.2 handing a copy of the referral document to the person(s) authorised in writing to accept service on behalf of each of the Parties to the dispute or
- 7.3 faxing a copy of the referral document to all other Parties to the dispute or
- 7.4 sending a copy of the referral document by registered post to each of the other Parties to the dispute or
- 7.5 sending a copy of the referral document by courier to each of the other Parties to the dispute or
- 7.6 sending a copy of the referral document by e-mail to each of the other Parties to the dispute.

8. LODGING DOCUMENTS WITH SARPBAC

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

handing the documents to an Official of SARPBAC or

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faxing the documents to SARPBAC or
 sending the documents by registered post to SARPBAC or
 sending the documents by Courier to SARPBAC or
 sending a copy of the documents by e-mail to SARPBAC.

- 8.2 Documents will only be considered lodged with SARPBAC on the date on which SARPBAC actually receives such referral documents.
- 8.3 It is the sole responsibility of the referring Party to ensure the timely delivery of the documents to SARPBAC and to verify receipt of the documents by SARPBAC.

9 REPRESENTATION AT DISPUTE PROCEEDINGS

- 9.1 A Party to a dispute must appear in person at the dispute proceedings before SARPBAC but may, in addition, be represented by:-
- 9.1.1 a Legal Practitioner or labour law consultant subject to agreement between the Parties or
 - 9.1.2 a member, Official or office bearer of a registered Trade Union, that the Party was a member of at the time the dispute arose or
 - 9.1.3 an Official or office bearer of a registered employer's association that the Party was a member of at the time the dispute arose or
 - 9.1.4 a director, employee, trustee or partner of the Employer Party or
 - 9.1.5 if proceedings are brought, or opposed, by more than one Party by another party to the dispute.
- 9.2. Despite clause 9.1.1 above, if the dispute is about the fairness of a dismissal and a Party has alleged that the reason for the dismissal relates to the employee's conduct or incapacity, the Parties are not entitled to be represented by a Legal Practitioner in the proceedings unless:-
- 9.2.1 the Commissioner and the other Parties consent to such an arrangement;
 - 9.2.2 the Commissioner concludes that it is unreasonable to expect the Party to deal with the dispute without legal representation, after considering the nature of the questions of law raised by the dispute, complexity of the dispute, public interest and/or the comparative ability of the opposing Parties or their representatives to deal with the dispute.

10 JOINING OF PARTIES TO PROCEEDINGS

- 10.1 SARPBAC or a Commissioner may join any number of persons as Parties in proceedings, if the right to relief depends on substantially the same question of law or fact.
- 10.2 A Commissioner may make an order joining any person as a Party in the proceedings if the Party to be joined has a substantial interest in the subject matter of the proceedings.

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- 10.3. A Commissioner may make an order in terms of Clause 10(2) above
- 10.3.1 on the Commissioner's own accord or
 - 10.3.2 on application by a Party or
 - 10.3.3 if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a Party.
- 10.4. An application to join any person as a Party to proceedings must be accompanied by copies of all documents previously delivered unless the person concerned or that person's representative is already in possession of the documents.
- 10.5. Subject to any order made in terms of Clause 10.2 above, a joinder in terms of this clause does not affect any steps already taken in the proceedings.

11. CORRECTING THE CITATION OF A PARTY

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

12. CONSOLIDATION OF DISPUTES

- 12.1. SARPBAC or Commissioner, of their own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with at the same dispute proceedings.
- 12.2. Disputes will be consolidated if they are of a similar nature and/or originating from the same incident.

13. DISCLOSURE OF DOCUMENTS

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

14. FAILURE TO ATTEND PROCEEDINGS

- 14.1. The Parties to a dispute must attend the conciliation, Conciliation/Arbitration or arbitration in person, irrespective of whether or not they are represented by third parties.
- 14.2. If a Party to a dispute fails to attend the dispute proceedings before SARPBAC, and that party.
- 14.2.1. has referred the dispute to SARPBAC, a Commissioner may dismiss the matter by issuing a written ruling or
 - 14.2.2. has not referred the matter to SARPBAC, the Commissioner may:-
 - 14.2.2.1. continue with the proceedings in the absence of that Party or

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

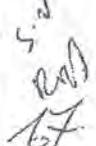
- 14.3. A Commissioner must be satisfied that all Parties have been properly notified of the date, time and venue of the proceedings, before making any decision in terms of Clause 14(2).
- 14.4. If a Party or Parties fail to appear at the time scheduled for commencement of the arbitration hearing the Commissioner will postpone the proceedings for thirty (30) minutes. If a Party or Parties, after expiry of thirty (30) minutes, still fail to appear, the Commissioner will make a decision in terms of Clause 14(2).
- 14.5. If a matter is dismissed, SARPBAC must send a copy of the ruling to the parties.
- 14.6. The Commissioner may award costs in accordance with the provisions of Section 138(10) of the LRA, and shall be obliged to award costs against the Party whose non-attendance results in the matter being postponed, in the absence of such party providing compelling reasons for non-attendance

15. UNREPRESENTED APPLICANTS WITHOUT CONTACT DETAILS

- 15.1. An unrepresented applicant who intends to refer a dispute to SARPBAC and who does not have a postal address or fax number must hand deliver the referral form to SARPBAC.
- 15.2. If a referral form as contemplated in clause 15.1 above is received SARPBAC must provide the applicant with a case number and written instructions to contact SARPBAC by telephone or in person, within seven days of the date of referral, in order for SARPBAC to notify the applicant of the details of the hearing.
- 15.3. The administrator who notifies the applicant of the hearing in terms of clause 15(2) above must record on the case file and on the case management system that the applicant has been notified of the details of the hearing.
- 15.4. The record made in terms of clause 15.3 above will constitute proof that the applicant was notified of the hearing.

16. RECORDINGS OF DISPUTE PROCEEDINGS

- 16.1. The Commissioner must keep a record of:-
- 16.1.1. evidence given in an arbitration hearing
- 16.1.2. sworn testimony given in any proceedings before the Commissioner; and
- 16.1.3. any arbitration award or ruling made by the Commissioner.
- 16.2. The record may be kept by legible hand-written notes or by means of an electronic recording
- 16.3. A Party may request a copy of the transcript of a record or a portion of a record kept in terms of Clause 16(1) above, on payment of the costs of the transcription
- 16.4. After the person who makes the transcript of the record has certified that it is correct, the record must be returned to SARPBAC

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

17. ISSUING OF A SUBPOENA

- 17.1 Any Party, who requires SARPBAC or a Commissioner to subpoena a person in terms of section 142(1) of the Act, must file a completed subpoena form, requesting a subpoena together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary
- 17.2 An application in terms of Clause 17(1) above must be lodged with SARPBAC at least ten (10) days before the arbitration hearing, or as directed by the Commissioner hearing the arbitration
- 17.3 SARPBAC or a Commissioner may refuse to issue a subpoena if:-
- 17.3.1. the Party does not establish why the evidence of the person is necessary or
 - 17.3.2. the Party subpoenaed does not have a reasonable period in which to comply with the subpoena
 - 17.3.3. SARPBAC or a Commissioner is not satisfied that the Party has made arrangements to pay the reasonable travel costs of the person subpoenaed
- 17.4. A subpoena must be served on the witness that is subpoenaed:-
- 17.4.1 by the person who has requested the subpoena or by the Sheriff at least seven (7) days before the scheduled date of the arbitration and
 - 17.4.2 if so directed by SARPBAC, accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Gazette in terms of section 142(7) of the Act and the witnesses' reasonable travel costs
 - 17.4.3. Clauses 17.3.3 and 17.4.2 above do not apply if SARPBAC in terms of section 142(7)(c) of the Act has waived the requirement for the Party to pay witness fees.

18. CONCILIATION OF DISPUTES OF INTEREST

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

- 18.1 Notice by SARPBAC of a conciliation meeting
- 18.1.1 After receiving a referral in terms of Clause 4, SARPBAC must give the Parties at least twenty-one (21) days' notice in writing of a conciliation hearing, unless the Parties agree to a shorter period of notice.
 - 18.1.2 SARPBAC will give notice by fax, registered post or email, depending on the information provided by the Parties.

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18.2 Failure to attend conciliation by a Party

18.2.1 The Parties to a dispute must attend the conciliation.

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

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

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

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

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

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

19. **CONCILIATION/ARBITRATION OF DISPUTES OF RIGHT**

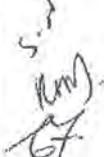
All unresolved Disputes of Right, including disputes about the fairness of a dismissal or a dispute about an unfair labour practice, may be referred to SARPBAC. In regard to such referrals, the following shall apply:

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

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

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

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

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

20. PRE-ARBITRATION CONFERENCE

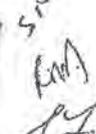
- 20.1 The Parties to an arbitration shall hold a pre-arbitration conference dealing with the relevant matters prior to the Conciliation/Arbitration or arbitration proceedings taking place.
- 20.2 The Parties should endeavour to hold a pre-arbitration conference at least seven (7) day's before the scheduled date for the commencement of the conciliation/arbitration or arbitration proceedings.

21. POSTPONEMENT OF PROCEEDINGS

- 21.1 Any Party may apply for a postponement of conciliation, Conciliation/Arbitration or arbitration proceedings by serving an application for postponement on the other Parties to the dispute and lodging a copy with SARPBAC at least seven (7) days before the scheduled date of such proceedings.
- 21.2 SARPBAC must postpone proceedings without the Parties appearing if
- 21.2.1 all the Parties to the dispute agree in writing to the postponement and the written agreement for the postponement is received by SARPBAC at least seven (7) day's prior to the scheduled date of the such proceedings; or
- 21.2.2 there are compelling reasons to postpone.
- 21.3 Upon postponement of any proceedings, the Commissioner must reschedule such proceedings to a later date not more than sixty (60) days from such postponement.
- 21.4 Any Party who seeks or causes a postponement in circumstances other than those provided for in clauses 21.1 or 21.2 above shall bear the costs of the postponement regardless of the cause.

22. ARBITRATION OF DISPUTES

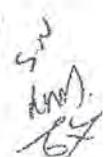
- 22.1 SARPBAC must give the Parties at least twenty-one (21) days notice in writing of an arbitration hearing, unless the Parties agree to a shorter period of notice.
- 22.2 The Commissioner shall conduct the arbitration proceedings as stipulated in Section 138 of the Act.
- 22.3 In arbitrating disputes referred to SARPBAC, a Commissioner will have the powers provided for in Section 142 of the Act read with the charges required by the context.
- 22.4 An Commissioner conducting an arbitration may make an appropriate award, including, but not limited to, an award:-
- 22.4.1 ordering any person to pay any amount owing in terms of a Collective Agreement.
- 22.4.2 confirming, varying or setting aside a compliance order issued by SARPBAC

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- 22.4.3 any award as contemplated in section 138(9) of the Act.
- 22.5 The Commissioner may make an order for the payment of costs against a Party or Parties if requested to do so and if the Commissioner deems the actions of the Party or Parties, against whom such costs award has been requested, to have unduly delayed or frustrated the resolution of the dispute or that such Party or Parties have acted in a frivolous or vexatious manner regarding the dispute.
- 22.6 An arbitration award made by a Commissioner is final and binding and may be enforced as if it were an order of the Labour Court, unless it is an advisory arbitration award.
- 22.7 Arbitration awards are subject to Sections 143(2) and 143(4) (as amended), of the Act.
- 22.8 Arbitration awards may be varied or rescinded as contemplated in Section 144 of the Act.
- 22.9 Any Party to a dispute who alleges a defect in any arbitration proceedings may, in terms of Section 145 of the Act, apply to the Labour Court for an order setting aside the arbitration award.
- 22.10 The Commissioner must, within fourteen (14) days of the conclusion of the arbitration proceedings, issue a signed arbitration award with brief reasons for the award.
- 22.11 The Commissioner must provide a copy of the award to SARPAC and each Party to the dispute.

23. COSTS

- 23.1 The *Council* must, subject to paragraph 23.2, pay the fees and costs of the *conciliators* and *arbitrators* in the proceedings. Each party to the *dispute* must pay its own costs with regard to travelling, meals, legal representation (if applicable), witness fees (if applicable) and other related expenses.
- 23.2 Costs may be awarded on application of a party, or of the panellist's own accord after hearing the parties. Costs may be awarded on the following grounds:
- If the panellist is satisfied that the referral was made or defended vexatiously or without reasonable cause; or
 - Any time during the proceedings, where a party has caused unreasonable delays; or
 - If the panellist is satisfied that a party, or a person who represented that party in the proceedings acted in a manner seriously compromising the proceedings; or
 - If a proceeding is adjourned or dismissed because a party to the dispute failed to attend or to be represented at the proceedings; or
 - Enforcement cost as directed through Arbitration process.
 - Any other grounds specified in the SARPAC Rules for the Conduct of Proceedings
- 23.3 Costs awarded may include—
- the costs of the hearing, including the panellist's' and interpreters fee;
 - legal and professional costs of the parties;
 - other expenses which a party has incurred in the conduct of the *dispute*; and
 - expenses of witnesses.

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

24 PEACE OBLIGATION

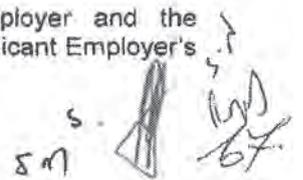
The parties to this Constitution, and those bound in law to this Constitution, undertake not to strike, lockout or engage in any other form of industrial action that is in conflict with the dispute resolution procedures set out in this annexure and will, should such action take place, do everything within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

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ANNEXURE "C"**EXEMPTION PROCEDURE**

1. Employers to whom the terms of a Collective Agreement are applicable may apply to SARPAC for exemption from any term(s) of the Collective Agreement, provided that exemption applications shall comply with the following requirements:
 - 1.1. The application for exemption must be forwarded, in writing, to the General Secretary within thirty (30) days of:
 - (a) the conclusion of the Collective Agreement in respect of those Employers bound by the Collective Agreement in accordance with the provisions of Section 23(1)(c) of the LRA; or
 - (b) the date specified in accordance with the provisions of Section 32(2) of the LRA in respect of all other Employers ;as the case may be.
 - 1.2. The application must specify the clause(s) from which exemption is being sought.
 - 1.3. The application must clearly indicate the nature and extent of the relief being sought.
 - 1.4. The application must be fully motivated.
 - 1.5. The application must be accompanied by relevant supporting documentation and financial information.
 - 1.6. Applications that affect employees' conditions of service shall not be considered unless the employer submits proof that it has notified the affected employees and/or their representative Trade Union(s) of the fact that an application for exemption is being made and informing such employees and/or their representative Trade Union(s) that they are entitled to make written submissions, within fourteen (14) days of receipt of the notification, to the exemption panel through the General Secretary.
 - 1.7. The application shall, if the nature of the relief sought dictates, be accompanied by a plan reflecting the strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.
 - 1.8. Indicate the period for which exemption is required.
2. Implementation of the clause(s) from which exemption is being sought will be suspended by the specific employer pending the outcome of the exemption application.
3. On receipt of an application for exemption, the General Secretary must provide written acknowledgement of the receipt of the exemption application to the applicant employer and inform all the Parties to SARPAC of such application as well as the nature of the relief being sought.
4. The Parties to the exemption procedure shall be the applicant Employer and the representative Trade Union(s) representing eligible employees within the applicant Employer's

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organisation to whom the Collective Agreement is applicable, or in the absence of a representative Trade Union, such eligible employees.

5. Any application for exemption will be heard by an independent panel or a panellist appointed for this purpose by SARPBAC
6. The above panel, (which may consist of up to three persons,) or appointed panellist shall be known as the exemption authority.
7. The exemption authority appointed to consider exemptions shall be independent and have experience deemed by SARPBAC to be relevant, which may include, but not be limited to, experience of financial matters, the Road Passenger Transport Industry, labour relations and/or labour law.
8. The application shall be considered by the exemption authority as soon as practically possible but not later than 30 days after receipt of an application for an exemption.
9. The exemption authority shall consider the exemption application together with any submissions received from interested Parties, including third parties.
10. The exemption authority may, if it deems it expedient, request the Parties to the specific exemption application to attend the meeting at which the application is to be considered.
11. The exemption authority shall have the right to call any other party, such as an interested third party that it feels might be able to assist it in arriving at a decision.
12. The exemption authority must consider the exemption application, grant or reject the application and inform all interested Parties of its decision within a time period of no more than thirty (30) days from the date of receipt of the application by the General Secretary.
13. In considering an application, the exemption authority shall take into consideration all relevant factors which may include, but shall not be limited to, the following criteria:
 - 13.1 The applicant's past record (if applicable) of compliance with the provisions of Council's Collective Agreements and/or exemption certificates.
 - 13.2 Any special circumstances that exist or any precedent that might be set.
 - 13.3 The interests of the industry in relation to unfair competition, centralized collective bargaining as well as the economic stability of the industry.
 - 13.4 The interests of employees as regards exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety as well as the infringement of basic rights.
 - 13.5 The interests of the employer as regards its financial stability, the impact on productivity, its future relationship with employees and recognized Trade Union(s), operational requirements and the viability of the employer's business.

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14. If the application is granted, the exemption authority shall, within the time period stipulated in Clause 12 above, provide each of the Parties defined in Clause 4 above and the General Secretary, with written advice of its decision, the nature and extent of relief granted and any special conditions that might be applicable to such relief.
15. If the application is refused, the exemption authority shall, within the time period stipulated in Clause 12 above, submit a written report to each of the Parties as defined in Clause 4 above and the General Secretary, setting out its reasons for not granting the application in whole or part.
16. The General Secretary shall within seven (7) days of receipt of the advice referred to in Clause 14 above, or the report mentioned in Clause 15 above, inform all Parties to SARPAC of the outcome of the specific exemption application.
17. SARPAC shall, within fifteen (15) days of receiving the advice referred to in Clause 14 above, issue an exemption certificate, signed by the Chairperson, Vice-Chairperson and General Secretary, containing the following particulars:
 - (a) The full name of the Employer
 - (b) The trade name of the Employer
 - (c) The provisions of the Collective Agreement from which exemption has been granted
 - (d) The period for which the exemption shall operate
 - (e) The condition(s) of the exemption granted
 - (f) The date of issue of the exemption certificate
18. Conditions, to which reference is made in Clause 17(e) above, may include a condition requiring the employer to provide written reports at stated intervals to the General Secretary on the progress being made with the plan, referred to in Clause 1.7 above.
19. SARPAC shall:
 - 19.1 Retain a copy of all exemption certificates issued and number each certificate consecutively.
 - 19.2 Forward a copy of the certificate to the Parties as defined in Clause 4 above.
 - 19.3 Forward a copy of the certificate to each of the Parties to SARPAC.
20. An Employer to whom an exemption certificate has been issued shall at all times have the certificate available for inspection at his establishment.
21. All arrangements to be made by the exemption authority that have cost implications for which SARPAC may be held responsible shall only be made with the prior written approval of SARPAC.
22. Pending the outcome of an exemption application, and any appeal in terms of Clause 23 below, the Employer shall be exempt from implementing the clause(s) which are the subject of the exemption application or appeal until such time as a decision has been made by the exemption authority or the exemption appeal authority, as the case may be.

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23. APPEALS AGAINST DECISIONS OF THE EXEMPTION AUTHORITY

- 23.1 An appeal shall be in writing and must be lodged with the General Secretary of the Council within a period of not more than fifteen (15) days after receipt by the applicant employer of the decision of the exemption authority against which the appeal is being lodged.
- 23.2 SARPAC shall establish an independent body as envisaged in terms of Section 32(3)(e) of the Act, to hear and decide, as soon as possible, any appeal brought against a decision to refuse an application for exemption from the provisions of a Collective Agreement or the withdrawal of such an exemption by SARPAC.
- 23.3 The above independent body, appointed by the council, shall be known as the exemption appeal authority.
- 23.4 The provisions of Clauses 6 to 21 above, shall apply mutatis mutandis to the composition of the appeal authority, the conduct of the appeal and the issuing of any exemption certificate consequent upon the appeal.
- 23.5 The decision of the exemption appeal authority shall be final.
- 23.6 The General Secretary shall provide a copy of the exemption appeal authority's decision to each of the Parties to SARPAC.

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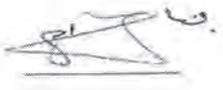
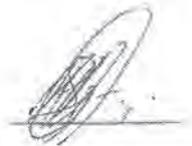
ANNEXURE "D"
APPROVED STUDY COURSES

1. Graduate, Certificate or Diploma Courses in:
 - a. Human Resources Management
 - b. Labour Relations Management
 - c. Financial Management
 - d. IT Management
 - e. Risk Management
 - f. Occupational Health and Safety Management
 - g. Procurement Management
 - h. Technical Management
 - i. Clerical / Administration
 - j. Public Relations Management

2. Apprentice or Learnership Courses
 - a. Mechanical
 - b. Auto Electrical
 - c. Body Building

Handwritten signature and initials, possibly 'SM' and 'S.M.', with a stylized signature and the number '67'.

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

SIGNED BY	ON BEHALF OF	SIGNED AT	DATE
	South African Bus Employers Association	- JHB	<u>07/06/2017</u>
	Commuter Bus Employers Organisation	- JHB	<u>07/06/2017</u>
	South African Transport & Allied Workers – Union	- JHB	<u>07/06/2017</u>
	Transport and Allied Workers Union of South Africa	- JHB	<u>07/06/2017</u>
	Transport & Omnibus Workers Union	- JHB	<u>07/06/2017</u>
	Tirisano Transport and Services Workers Union	- JHB	<u>07/06/2017</u>

DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION

NO. 1302

24 NOVEMBER 2017

*by the**President of the Republic of South Africa***AMENDMENTS TO THE TERMS OF REFERENCE OF THE COMMISSION OF INQUIRY INTO REMUNERATION AND CONDITIONS OF SERVICE IN THE PUBLIC SERVICE AND PUBLIC ENTITIES LISTED IN SCHEDULES 3A AND 3C OF THE PUBLIC FINANCE MANAGEMENT ACT, 1998.**

Under the powers vested in me by section 1 of the Commissions Act, 1947 (Act no. 8 of 1947), read with paragraph 9 of the Terms of Reference for the Commission of Inquiry into Remuneration and Conditions of Service in the Public Service and Public Entities listed in Schedules 3A and 3C of the Public Finance Management Act, 1998, I hereby further amend the Terms of Reference, with effect from 6 October 2017, as indicated in the Schedule attached hereto.

Given under my Hand and the Seal of the Republic of South Africa at
PRETORIA.....on this.....19.....day of.....OCTOBER.....Two Thousand and
Seventeen.



PRESIDENT

By Order of the President-in-Cabinet:


MINISTER OF CABINET

SCHEDULE TERMS OF REFERENCE

Definition

1. In this proclamation "the Terms of Reference" means the terms of reference published under Proclamation No. 33 in the Government Notice 36757 of 19 August 2013 as amended by Proclamation 42 in the Government Notice 37805 of 11 July 2014 and Proclamation 20 in Government Notice 38707 of 24 April 2015.

Amendment of the Terms of Reference

- (a) In accordance with paragraph nine (9) of the Terms of Reference the contents of the Terms of Reference are hereby amended by the substitution of paragraph seven (7) with the following paragraph:

"7 (a) The Commission shall complete its work and finalise its report by not later than 30 October 2018; and

(b) The Commission shall submit regular reports to the President."

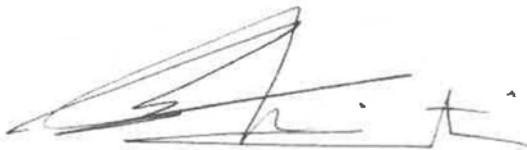
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 1303

24 NOVEMBER 2017

EXTENSION OF THE APPLICATION OF THE PROVISIONS OF THE INTERIM PROTECTION OF INFORMAL LAND RIGHTS ACT, 1996 (ACT No. 31 OF 1996)

Whereas the application of the provisions of the Interim Protection of Informal Land Rights Act, 1996 (Act No. 31 of 1996), will expire on 31 December 2017, I, Gugile Nkwinti, Minister for Rural Development and Land Reform, under section 5(2) of the said Act, hereby extend the application of the provisions of the said Act for a further period of 12 months ending on 31 December 2018.

**MR NKWINTI, GE (MP)****MINISTER FOR RURAL DEVELOPMENT AND LAND REFORM**

DEPARTEMENT VAN LANDELIKE ONTWIKKELING EN GRONDHERVORMING

NO. 1303

24 NOVEMBER 2017

VERLENGING VAN DIE TOEPASSING VAN DIE BEPALINGS VAN DIE WET OP DIE TUSSENTYDSE BESKERMING VAN INFORMELE GRONDREGTE, 1996 (WET No. 31 VAN 1996)

Aangesien die toepassing van die bepalings van die Wet op die Tussentydse Beskerming van Informele Grondregte, 1996 (Wet No. 31 van 1996), op 31 Desember 2017 sal verstryk, verleng ek, Gugile Nkwinti, Minister vir Landelike Ontwikkeling en Grondhervorming, kragtens artikel 5(2) van genoemde Wet, hierby die toepassing van die bepalings van genoemde Wet vir 'n verdere tydperk van 12 maande, eindigende op 31 Desember 2018.

**NKWINTI, GE (MP)****MINISTER VIR LANDELIKE ONTWIKKELING EN GRONDHERVORMING**

portion of portion	registration system		deeds registration system
Rooikop 181 JR	Portion 0 (RE)	2218.0581	National Government of Republic of South Africa
	Portion 1 (RE)	640.6288	National Government of Republic of South Africa
	Portion 2	1160.4827	National Government of Republic of South Africa
	Portion 3	150.3938	Eagles Pride Hatchery Pty Ltd
	Portion 5 (a portion of portion 2)	412.6778	Not registered in deeds registration system
	Portion 8	1082.0408	Not registered in deeds registration system
	Portion 9	325.1821	Not registered in deeds registration system
	Portion 10	16.0841	Not registered in deeds registration system
	Portion 11 (a portion of portion 1)	314.2968	Not registered in deeds registration system
	Portion 12 (a portion of portion 1)	211.8468	Not registered in deeds registration system
	Portion 1 (RE)	725.7481	National Government of Republic of South Africa
	Portion 0 (RE)	532.6342	National Government of Republic of South Africa
	Portion 2	1089.3359	National Government of Republic of South Africa
Portion 3 (RE)	673.5099	National Government of Republic of South Africa	
Portion 4 (RE)	687.4493	National Government of Republic of South Africa	
Portion 5	414.3986	National Government of Republic of South Africa	
Melkhouffonte in 183 JR			

Portion 2	National Government of Republic of South Africa	10.4795	T65695/1988 T72031/2009
Portion 3	National Government of Republic of South Africa	41.2441	T65695/1988 T72031/2009
Portion 4	National Government of Republic of South Africa	37.7132	T65695/1988 T72031/2009 T75693/1988 T72031/2009
Portion 5	National Government of Republic of South Africa	40.5154	T64893/1988 T65695/1988 T72031/2009
Portion 6	National Government of Republic of South Africa	41.3078	T68662/1988 T72031/2009
Portion 7	National Government of Republic of South Africa	34.3368	T26965/1989 T72031/2009 T65695/1988 T72031/2009
Portion 8	National Government of Republic of South Africa	32.9841	T68662/1988 T72031/2009
Portion 9	National Government of Republic of South Africa	27.2759	T1379/1989 T72031/2009
Portion 10	National Government of Republic of South Africa	28.2089	T38486/1989 T72031/2009
Portion 11	National Government of Republic of South Africa	32.0576	T75693/1988 T72031/2009
Portion 12	National Government of Republic of South Africa	28.7163	T66457/1988 T72031/2009
Portion 13	National Government of Republic of South Africa	38.0033	T2223/1989 T72031/2009
Portion 14	National Government of Republic of South Africa	36.7305	T74194/1988 T72031/2009
Portion 15	National Government of Republic of South Africa	35.5654	T75201/1989 T72031/2009
Portion 16	National Government of Republic of South Africa	34.2341	T74194/1988 T72031/2009
Portion 17	National Government of Republic of South Africa	42.6838	T74194/1988 T72031/2009

Portion 18	National Government of Republic of South Africa	38.4195	T74194/1988
(R/E) of portion 19	National Government of Republic of South Africa	20.7822	T72031/2009
Portion 20	National Government of Republic of South Africa	44.6025	T75693/1988
Portion 21 (RE)	National Government of Republic of South Africa	68.0360	T72031/2009
Portion 22	National Government of Republic of South Africa	180.3975	T43229/1990
Portion 23	National Government of Republic of South Africa	32.5695	T72031/2009
Portion 24	National Government of Republic of South Africa	26.2689	T75693/1988
Portion 25	National Government of Republic of South Africa	27.4222	T72031/2009
Portion 26	National Government of Republic of South Africa	21.8294	T33713/1989
Portion 27	National Government of Republic of South Africa	22.2239	T72031/2009
Portion 28	National Government of Republic of South Africa	22.3281	T64190/1988
Portion 29	National Government of Republic of South Africa	30.0559	T72031/2009
Portion 30	National Government of Republic of South Africa	26.2805	T64190/1988
Portion 31	National Government of Republic of South Africa	28.4753	T72031/2009
Portion 32	National Government of Republic of South Africa	28.3832	T42676/2009
Portion 33	National Government of Republic of South Africa	26.4827	T42676/2009
Portion 34	National Government of Republic of South Africa	35.8730	T42676/2009
Portion 35	National Government of Republic of South Africa	26.7133	T42676/2009
Portion 36	National Government of Republic of South Africa	39.2939	T42676/2009
Portion 37	National Government of Republic of South Africa	43.9489	T42676/2009
Portion 38	National Government of Republic of South Africa	26.9854	T42676/2009

Portion 39	National Government of Republic of South Africa	26.7401	T42676/2009
Portion 40	National Government of Republic of South Africa	56.3489	T42676/2009
Portion 41	National Government of Republic of South Africa	25.1648	T42676/2009
Portion 42	National Government of Republic of South Africa	25.6177	T42676/2009
Portion 43	National Government of Republic of South Africa	34.7723	T42676/2009
Portion 44	National Government of Republic of South Africa	27.5545	T42676/2009
Portion 45	National Government of Republic of South Africa	26.1100	T42676/2009
Portion 46	National Government of Republic of South Africa	35.6005	T42676/2009
Portion 47	National Government of Republic of South Africa	47.3947	T42676/2009
Portion 48	National Government of Republic of South Africa	50.8949	T42676/2009
Portion 49	National Government of Republic of South Africa	52.9809	T42676/2009
Portion 50	National Government of Republic of South Africa	26.2418	T42676/2009
Portion 51	National Government of Republic of South Africa	26.2910	T65267/1988 T41218/2014
Portion 52	National Government of Republic of South Africa	52.6461	T10577/2015
Portion 53 (RE)	National Government of Republic of South Africa	26.9653	T11972/2015
Portion 54	National Government of Republic of South Africa	56.7111	T74893/1989 748714/2016
Portion 55	National Government of Republic of South Africa	39.8432	T32733/1989 T21162/2014
Portion 56	National Government of Republic of South Africa	30.5679	T71364/1988 T10573/2015

Portion 57	National Government of Republic of South Africa	28.9981	T71364/1988 T10573/2015
Portion 58	National Government of Republic of South Africa	26.2874	T71364/1988 T10573/2015
Portion 59	National Government of Republic of South Africa	30.6048	T71364/1988 T10573/2015
Portion 60	National Government of Republic of South Africa	32.7912	T70039/1988 T15157/2015
Portion 61	National Government of Republic of South Africa	29.6230	T71055/2014
Portion 62	National Government of Republic of South Africa	55.1775	T63247/1989 T50103/2014
Portion 63	National Government of Republic of South Africa	74.9846	T56077/1988 T15127/2015
Portion 64	National Government of Republic of South Africa	31.6021	T68772/1988 T7217/2014
Portion 65	National Government of Republic of South Africa	24.7307	T68772/1988 T7217/2014
Portion 66	National Government of Republic of South Africa	25.5813	T22303/2015
Portion 67	National Government of Republic of South Africa	24.6276	T22303/2015
Portion 68	National Government of Republic of South Africa	24.7310	T11163/2015
Portion 69	National Government of Republic of South Africa	28.5561	T71364/1988 T10573/2015

Portion 70	National Government of Republic of South Africa	50.7733	T23080/2015
Portion 71	National Government of Republic of South Africa	48.7367	T65507/1988 T57231/2014
Portion 72	National Government of Republic of South Africa	34.2910	T22303/2015
Portion 73	National Government of Republic of South Africa	37.1467	T22303/2015
Portion 74	National Government of Republic of South Africa	31.3406	T22303/2015
Portion 75	National Government of Republic of South Africa	34.6347	T59306/1988 T50857/2014
Portion 76	National Government of Republic of South Africa	33.5907	T59306/1988 T50857/2014
Portion 77	National Government of Republic of South Africa	35.3610	T56400/2014
Portion 78	National Government of Republic of South Africa	34.5354	T71364/1988 T10573/2015
Portion 79	National Government of Republic of South Africa	47.0277	T74194/1988 T95966/2015 T74194/1988 T95966/2015 T36615/1989 T10239/2015
Portion 80	National Government of Republic of South Africa	36.3168	T23080/2015
Portion 81	National Government of Republic of South Africa	43.6643	T23080/2015
Portion 82	National Government of Republic of South Africa	42.9740	T23080/2015

Portion 83	National Government of Republic of South Africa	36.9366	T70039/1988 T15157/2015
Portion 84	National Government of Republic of South Africa	39.5436	T70039/1988 T15157/2015
Portion 85	National Government of Republic of South Africa	35.1372	T70297/1989 T10238/2015
Portion 86	National Government of Republic of South Africa	35.9389	T70297/1989 T10238/2015
Portion 87	National Government of Republic of South Africa	34.6811	T70297/1989 T10238/2015
Portion 88	National Government of Republic of South Africa	35.3229	T71363/1988 T83349/2015
Portion 89	National Government of Republic of South Africa	34.8607	T71363/1988 T83349/2015
Portion 90	National Government of Republic of South Africa	39.8473	T36615/1989 T10239/2015
Portion 91 (RE)	National Government of Republic of South Africa	37.7641	T47804/1989 T9791/2014
Portion 92	Not yet registered	6.1418	Not yet registered
Portion 93	National Government of Republic of South Africa	5.1230	T31327/2015
Portion 94	National Government of Republic of South Africa	17.1306	T20414/2015
Portion 95	National Government of Republic of South Africa	4.7790	T74930/2014

Portion 96	National Government of Republic of South Africa	1.9870	T23080/2015
Portion 97	National Government of Republic of South Africa	3.2641	T64893/1988 T71475/2015
Portion 98	National Government of Republic of South Africa	4.4162	T20414/2015
Portion 99 (a portion of portion 52)	Not yet registered	1.6380	Not yet registered
Portion 100	National Government of Republic of South Africa	0.5810	T76986/1990 T20415/2015
Portion 101	National Government of Republic of South Africa	0.5353	T77613/1990 T10142/2017
Portion 102	Suid-Afrikaanse Ontwikkelingstrust	0.3922	T76986/1990
Portion 103 (a portion of portion 53) of the farmRust der Winter 180 JR	Not yet registered	0.3922	Not yet registered
Portion 104	National Government of Republic of South Africa	0.3922	T41544/1990 T112588/2015
Portion 105	Not yet registered	2.5696	Not yet registered
Portion 106	National Government of Republic of South Africa	73.4740	T946/2015
Portion 107	National Government of Republic of South Africa	0.4775	T11205/1971
Portion 108	National Government of Republic of South Africa	20.7826	T23080/2015

Portion 109	National Government of Republic of South Africa	0.3335	T33804/1989 T58814/2014
Portion 110	National Government of Republic of South Africa	44.5527	T74930/2014
Portion 111	National Government of Republic of South Africa	44.8716	T38486/1989 T97088/2015
Portion 112	National Government of Republic of South Africa	44.8310	T23080/2015
Portion 113	National Government of Republic of South Africa	44.7916	T23080/2015
Portion 114	National Government of Republic of South Africa	44.8313	T2223/1989 T71466/2015
Portion 115	National Government of Republic of South Africa	44.7507	T74194/1988 T95966/2015
Portion 116	National Government of Republic of South Africa	44.8251	T11163/2015
Portion 117	National Government of Republic of South Africa	46.9198	T74194/1988 T95966/2015
Portion 118	National Government of Republic of South Africa	44.6330	T74194/1988 T95966/2015
Portion 119	National Government of Republic of South Africa	44.8718	T74194/1988 T95966/2015
Portion 120	National Government of Republic of South Africa	22.4168	T23080/2015
Portion 121	National Government of Republic of South Africa	22.4151	T23080/2015

Portion 122	National Government of Republic of South Africa	44.8504	T23080/2015
Portion 123	National Government of Republic of South Africa	47.1890	T23080/2015
Portion 124	National Government of Republic of South Africa	46.3172	T36615/1989 T10239/2015
Portion 125	National Government of Republic of South Africa	44.9655	T26966/1989 T80623/2014
Portion 126	National Government of Republic of South Africa	44.7564	T70297/1989 T10238/2015
Portion 127	National Government of Republic of South Africa	44.7566	T63247/1989 T50103/2014
Portion 128	National Government of Republic of South Africa	44.6533	T74893/1989 T48714/2016
Portion 129	National Government of Republic of South Africa	44.6361	T74931/2014
Portion 130	National Government of Republic of South Africa	44.5487	T74931/2014
Portion 131	National Government of Republic of South Africa	44.5490	T97088/2015 T38486/1989
Portion 132	National Government of Republic of South Africa	44.5514	T23080/2015
Portion 133	National Government of Republic of South Africa	44.5330	T74931/2014
Portion 134	National Government of Republic of South Africa	44.5162	T31327/2015

Portion 135	National Government of Republic of South Africa	44.4843	T64893/1988 T71475/2015
Portion 136	National Government of Republic of South Africa	44.4826	T100921/2014
Portion 137	National Government of Republic of South Africa	44.4846	T100921/2014
Portion 138	National Government of Republic of South Africa	44.4839	T26965/1989 T67157/2014
Portion 139	National Government of Republic of South Africa	44.4798	T20414/2015
Portion 140	National Government of Republic of South Africa	44.4774	T20414/2015
Portion 141	National Government of Republic of South Africa	74.0771	T65815/2014
Portion 142	National Government of Republic of South Africa	74.0896	T100176/2015
Portion 143	National Government of Republic of South Africa	74.0896	T22303/2015
Portion 144	National Government of Republic of South Africa	74.0889	T71363/1988 T83349/2015
Portion 145	National Government of Republic of South Africa	82.6564	T71364/1988 T10573/2015
Portion 146	National Government of Republic of South Africa	82.6556	T59306/1988 T50857/2014
Portion 147	National Government of Republic of South Africa	74.0890	T11163.2015

Portion 148	National Government of Republic of South Africa	74.5195	T74930/2014
Portion 149	National Government of Republic of South Africa	74.5191	T36615/1989 T10239/2015
Portion 150	National Government of Republic of South Africa	74.0905	T69551/1988 T55589/2014
Portion 151	National Government of Republic of South Africa	74.1206	T100176/2015
Portion 152	National Government of Republic of South Africa	76.0857	T71364/1988 T10573/2015
Portion 153	National Government of Republic of South Africa	74.9222	T70039/1988 T15157/2015
Portion 154	National Government of Republic of South Africa	74.9222	T71364/1988 T10573/2015
Portion 155	National Government of Republic of South Africa	75.9266	T26966/1989 T80623/2014
Portion 156	National Government of Republic of South Africa	74.7891	T33713/1989 T7723/2015
Portion 157	National Government of Republic of South Africa	78.4966	T10577/2015
Portion 158	National Government of Republic of South Africa	74.5554	T22303/2015
Portion 159	National Government of Republic of South Africa	74.8876	T71364/1988 T10573/2015
Portion 160	National Government of Republic of South Africa	97.3299	T65267/1988 T41218/2014

Portion 161	National Government of Republic of South Africa	79.3973	T1379/1989
Portion 162	National Government of Republic of South Africa	75.2331	T22303/2015
Portion 163	National Government of Republic of South Africa	74.9201	T49947/1989 T10160/2017
Portion 164	National Government of Republic of South Africa	75.3019	T71364/1988 T10573/2015
Portion 165	I-11051/1989C-T26236 I-11053/1989C-T26236	74.0897	I-11051/1989C- T26236 I-11053/1989C- T26236 T22303/2015
Portion 166	National Government of Republic of South Africa	74.7843	T56077/1988 T15127/2015
Portion 167	National Government of Republic of South Africa	76.3163	T47804/1989 T9791/2014
Portion 168	National Government of Republic of South Africa	74.0541	T65267/1988 T41218/2014
Portion 169	National Government of Republic of South Africa	74.1622	T56077/1988 T15127/2015
Portion 170	National Government of Republic of South Africa	75.3059	T56400/2014
Portion 171	National Government of Republic of South Africa	74.6109	T71363/1988 T83349/2015
Portion 172	National Government of Republic of South Africa	86.8083	T33713/1989 T7723/2015
Portion 173	National Government of Republic of South Africa	86.7870	

Portion 174	National Government of Republic of South Africa	86.1839	T70297/1989 T10238/2015
Portion 175	National Government of Republic of South Africa	115.2353	T70039/1988 T15157/2015
Portion 176	National Government of Republic of South Africa	113.6074	T32733/1989 T21162/2014
Portion 177	National Government of Republic of South Africa	113.7008	T65507/1988 T57231/2014
Portion 178	National Government of Republic of South Africa	114.3090	T68772/1988 T7217/2014
Portion 179	National Government of Republic of South Africa	111.3507	T68772/1988 T7217/2014
Portion 180	South African Development Trust	110.6074	T10577/2015
Portion 181	National Government of Republic of South Africa	114.1425	T74194/1988 T95966/2015
Portion 182	National Government of Republic of South Africa	115.6093	T71055/2014
Portion 183	National Government of Republic of South Africa	74.8923	T70297/1989 T10238/2015
Portion 184	National Government of Republic of South Africa	116.7917	T71692/2014
Portion 185	National Government of Republic of South Africa	115.2039	T37073/1989 T100571/2015
Portion 186	National Government of Republic of South Africa	119.9130	T20414/2015

Portion 187	National Government of Republic of South Africa	119.7996	T71364/1988 T10573/2015
Portion 188	National Government of Republic of South Africa	118.2013	T71055/2014
Portion 189	National Government of Republic of South Africa	116.4861	T70039/1988 T15157/2015
Portion 190	National Government of Republic of South Africa	115.2031	T59306/1988 T50857/2014
Portion 191	National Government of Republic of South Africa	115.2028	T65267/1988 T41218/2014
Portion 192	National Government of Republic of South Africa	117.5589	T37073/1989 T100571/2015
Portion 193	Suid-Afrikaanse Ontwikkelingstrust	116.5321	T64190/1988
Portion 194	National Government of Republic of South Africa	0.5120	T68885/1988 T55590/2014
Portion 195	National Government of Republic of South Africa	0.3043	T71442/1988 T56808/2014
Portion 196 (a portion of portion 53)	Not yet registered	9.4862	Not yet registered
Portion 197 (a portion of portion 53)	Not yet registered	6.8589	Not yet registered
Portion 198	Suid-Afrikaanse Ontwikkelingstrust	18.4416	T64190/1988
Portion 3 (RE)	Ndebele Stam Tribe	428.2660	T10303/1924
Witlaagte 173 JR			

	Portion 11	National Government of the Republic of South Africa	428.2660	T5255/1926
Leeuwkop 687 JR	Farm Leeuwkop 687 JR	Not yet registered	Not yet registered	Not yet registered
Masombuta 697 JR	Farm Masombuta 697 JR	Not yet registered	Not yet registered	Not yet registered
Mtshayise 696 JR	Farm Mtshayise 696 JR	Not yet registered	Not yet registered	Not yet registered

STAKEHOLDERS: Land beneficiaries; Current Landowners; National Department of Public Works; Department of Rural Development and Rural Development; Current Lessees; City of Tshwane Metropolitan Municipality; Bela Bela Local Municipality; and Waterberg District Municipality;

have been submitted to the Regional Land Claim Commission and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any interested person who has an interest in the above-mentioned land claim is hereby invited to submit, within 90 (ninety) working days from the publication any comments/information to:

Chief Directorate: Land Restitution Support Gauteng Province
 Private Bag X03
ARCADIA
 0007
 Tel: (012) 310-6500
 Fax: (012) 324-5812


MR. L.H. MARHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
 DATE: 2017/11/02

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

**BOARD / RAAD
NOTICE 903 OF 2017**

**APPLICATION FOR THE CONTINUATION OF STATUTORY MEASURES
(REGISTRATION, RECORDS AND RETURNS AND A LEVY ON COTTON LINT)
IMPLEMENTED IN TERMS OF THE MARKETING OF AGRICULTURAL PRODUCTS
ACT, 1996, (ACT NO 47 OF 1996), (MAP ACT) AS AMENDED**

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**INVITATION TO DIRECTLY AFFECTED GROUPS IN THE COTTON INDUSTRY TO
FORWARD COMMENTS REGARDING THE REQUEST FROM COTTON SA**

In terms of section 11 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996) (MAP Act), the NAMC hereby announce that the Minister of Agriculture, Forestry and Fisheries has received a request from Cotton South Africa (NPC), on behalf of the directly affected groups in the cotton industry, for the continuation of the following statutory measures for four years as from 1 April 2018:

- Registration with Cotton SA of producers, purchasers, processors, importers and exporters of cotton (in terms of section 19 of the MAP Act);
- the keeping of records and the submission of returns to Cotton SA by exporters, importers, processors and purchasers of cotton (in terms of section 18 of the MAP Act); and
- a cotton levy at a fixed rate of 26.5c/kg (VAT excluded) for four years (in terms of section 15 of the MAP Act), payable by South African ginners on cotton lint produced, in order to ensure the continuation of the functions performed by Cotton SA.

Statutory measures currently in place and administered by Cotton SA, namely the statutory levy of 26.5c/kg (VAT excluded) on cotton lint produced, payable by ginners to Cotton SA, as well as the statutory measures relating to registration with Cotton SA of producers, purchasers, processors, importers and exporters of cotton and the keeping of records and the submission of returns to Cotton SA by exporters, importers, processors and purchasers of cotton, will lapse on 31 March 2018.

The purpose and aims of the continuation of statutory measures are to enable Cotton SA to perform the following functions, which would be partly funded from the levy income:

- a) the rendering of information services to all role players;
- b) promotion of cotton production and usage;
- c) co-ordination of research;
- d) maintenance of quality standards and norms and provision of training in this regard;
- e) facilitation of the development of the emerging cotton production sector; and
- f) to act as the representative industry forum.

According to the applicant, the budgeted income from the proposed levies is estimated between R6.6 million and R7.9 million per annum on local production for the proposed levy period of 1 April 2018 – 31 March 2022. These forecasts are based on the assumption that a steady increase in the cotton crop is expected for the next few years. Other income for Cotton SA include amongst others, contributions for small-scale farmer training, income from the provision of grading services to outside parties, cotton mark royalties, investment income and income relating to the services provided for the Sustainable Cotton Cluster and the overseeing of cotton projects.

Directly affected groups in the cotton industry are kindly requested to submit any comments regarding the proposed continuation of statutory measures to the National Agricultural Marketing Council in writing (fax 012 341 1811/ 012 341 1911 or e-mail to lizettem@namc.co.za) before or on 13 December 2017, to further test the support for the application, and to enable the Council to formalise its recommendation to the Minister in this regard.

Lizette Mellet
Economist: Statutory Measures
National Agricultural Marketing Council

Tel: +27 (12) 341 1115
Direct: +27 (12) 400 9760
Fax: +27 (12) 341 1811
E-mail: lizettem@namc.co.za

Block A | 4th Floor | Meintjiesplein Building | 536 Francis Baard Street | Arcadia | Pretoria | 0002.
Private Bag X935 | Pretoria | 0001.

**INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA
NOTICE 904 OF 2017**



Independent Communications Authority of South Africa
Pinmill Farm, 164 Katherine Street, Sandton
Private Bag X10002, Sandton, 2146

**EXPIRY OF INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE (I-ECS)
LICENCES AND INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK
SERVICES (I-ECNS) LICENCES ISSUED TO ENVERGE COMMUNICATIONS (PTY)
LTD, POWERLINE COMMUNICATIONS (PTY) LTD, PLUTO INTERNET (PTY) LTD
AND OPENVOICE SERVICE PROVIDERS (PTY) LTD**

1. The Independent Communications Authority of South Africa (ICASA) hereby gives notice that –
 - 1.1 Enverge Communications (Pty) Ltd, to which an Individual Electronic Communications Service Licence and an Individual Electronic Communications Network Licence were issued on 24 June 2011, had not, after due inquiry by the Authority, met their licence obligations. The licensee failed to commence operations or request extension to commence operations as prescribed in terms of regulation 5 to schedule 2 of the Regulations Regarding Standard Terms and Conditions for Individual Licences, 2010. The licensee also failed to submit the Annual Financial Statements or pay General Licence fees as prescribed in terms of the General Licence Fees Regulations, 2009. The licensee further failed to pay Universal Service Annual Fees (USAF) as prescribed in terms of the USAF Regulations, 2011;
 - 1.2 Powerline Communications (Pty) Ltd, to which Individual Electronic Communications Network Services Network and Individual Electronic Communications Services licences were issued on 28 March 2009, had not, after due inquiry by the Authority, met their licence obligations. The licensee failed to commence operations or request extension to commence operations as prescribed in terms of regulation 5 to schedule 2 for Individual ECNS and regulation 5 to schedule 3 for Individual ECS of the Regulations Regarding Standard Terms and Conditions for Individual Licences, 2010. The licensee also

failed to submit the Annual Financial Statements or pay General Licence fees as prescribed in terms of the General Licence Fees Regulations, 2009. The licensee further failed to pay Universal Service Annual Fees (USAF) as prescribed in terms of the USAF Regulations, 2011;

- 1.3 Pluto Internet (Pty) Ltd, to which Individual Electronic Communications Network Services Network and Individual Electronic Communications Services licences were issued on 07 February 2011, had not, after due inquiry by the Authority, met their licence obligations. The licensee failed to commence operations or request extension to commence operations as prescribed in terms of regulation 5 to schedule 2 for Individual ECNS and regulation 5 to schedule 3 for Individual ECS of the Regulations Regarding Standard Terms and Conditions for Individual Licences, 2010. The licensee also failed to submit the Annual Financial Statements or pay General Licence fees as prescribed in terms of the General Licence Fees Regulations, 2009. The licensee further failed to pay Universal Service Annual Fees (USAF) as prescribed in terms of the USAF Regulations, 2011; and
- 1.4 OpenVoice Service Providers (Pty) Ltd, to which Individual Electronic Communications Network Services Network and Individual Electronic Communications Services licences were issued on 15 January 2009, had not, after due inquiry by the Authority, met their licence obligations. The licensee failed to commence operations or request extension to commence operations as prescribed in terms of regulation 5 to schedule 2 for Individual ECNS and regulation 5 to schedule 3 for Individual ECS of the Regulations Regarding Standard Terms and Conditions for Individual Licences, 2010. The licensee also failed to submit the Annual Financial Statements or pay General Licence fees as prescribed in terms of the General Licence Fees Regulations, 2009. The licensee further failed to pay Universal Service Annual Fees (USAF) as prescribed in terms of the USAF Regulations, 2011.

2 ICASA, accordingly, declares as follows:

- a. That the Individual Electronic Communications Services licence (No 0502/IECS/MAY/2011) and Individual Electronic Communications Network Services licence (No 0502/IECNS/MAY/2011) issued by the Independent Communications Authority of South Africa, in terms of the Electronic Communications Act 36 of 2005, to **Enverge Communiations (Pty) Ltd** with

address 7th Floor, Randhill House 104 Bordeaux Drive, Randburg and Postal Address: P. O. Box 2641, Rivonia 2128 are declared to expire on the date of this Government Gazette either since it was not made operational within the time period prescribed by Regulations or since operations in regard to it have ceased without the licensee having applied to ICASA for authorization to do so.

- b. That the Individual Electronic Communications Services licence (No 0322/IECS/MAR/09) and Individual Electronic Communications Network licence (No 0322/IECNS/MAR/09) issued in terms of the Electronic Communications Act 36 of 2005 to **Powerline Communications (Pty) Ltd** with address c/o Ross Pienaar, 1041 Schoeman Street, Hatfield, Pretoria and Postal address: Private Bag X1, Menlo Park, 0102, are declared to have expired on the date of this Government Gazette: either since these licences have not become operative within the time period prescribed by Regulations or since the licensee has ceased its operations without having applied to ICASA for more time to do so.
- c. That the Individual Electronic Communications Services licence (No 0124/IECS/JAN/09) and Individual Electronic Communications Network licence (No 0124/IECNS/JAN/09) issued in terms of the Electronic Communications Act 36 of 2005 to **OpenVoice Service Providers (Pty) Ltd** with address Unit 2 Roos Street, Fourways Manor, Fourways and Postal address: P.O Box 70911, Bryanston, 2021 are declared to have expired on the date of this Government Gazette: either since these licences have not become operative within the time period prescribed by Regulations or since the licensee has ceased its operations without having applied to ICASA for more time to do so.
- d. That the Individual Electronic Communications Services licence (No 0482/IECS/JAN/2011) and Individual Electronic Communications Network licence (No 0482/IECNS/JAN/2011) issued in terms of the Electronic Communications Act 36 of 2005 to **Pluto Internet (Pty) Ltd** with address No. 4 Siukerbekkie Avenua, Rooihuiskraal, 0154 and Postal address: P.O Box 1, Rooihuiskraal, 0154, are declared to have expired on the date of this Government Gazette: either since these licences have not become operative

within the time period prescribed by Regulations or since the licensee has ceased its operations without having applied to ICASA for more time to do so.

6. Any queries must be directed to Ms. Lindisa Mabulu on e-mail: lmabulu@icasa.org.za or Tel: 011 566 3217 or Physical Address: Block D, Pinmill Farm, 164 Katherine Street, Sandton Postal Address: Private Bag X10002, Sandton, 2146.



Acting Chairperson
Paris Mashile

**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
NOTICE 905 OF 2017**

PROMOTION OF ACCESS TO INFORMATION ACT, 2000

DESCRIPTION SUBMITTED IN TERMS OF SECTION 15(1)

I, Tshililo Michael Masutha, Minister of Justice and Correctional Services, hereby publish under section 15(2) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), the descriptions submitted to me in terms of section 15(1) of the said Act by the –

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

As set out in the Schedule



**TSHILILO MICHAEL MASUTHA, MP (ADV)
MINISTER FOR JUSTICE AND CORRECTIONAL SERVICES**

FORM D
DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES
AUTOMATICALLY AVAILABLE RECORDS AND ACCESS TO SUCH RECORDS
(Section 15 of the Promotion of Access to Information Act, 2000 (Act 2 of 2000))
[Regulation 5A]

DESCRIPTION OF CATEGORY OF RECORDS AUTOMATICALLY AVAILABLE IN TERMS OF SECTION 15(1) (a) OF THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000	MANNER OF ACCESS TO RECORDS (e.g. website) (SECTION 15(1) (b))
FOR INSPECTION IN TERMS OF SECTION 15(1)(a)(i)	
1. All DAFF Acts Agriculture	Website of DAFF at www.daff.gov.za
2. Plant Breeders Rights Act, 1976 <ul style="list-style-type: none"> • Inspection of the Register of the Plant Breeders' Rights 	Free of charge at the Office of the Registrar of the Plant Breeders Rights Act at telephone number (012) 319-6096 or e-mail ElnaDB@daff.gov.za , Address: Harvest House 255, 30 Hamilton Street
3. Plant Improvement Act, 1976 <ul style="list-style-type: none"> • Inspection of a document submitted to the Registrar in terms of the Plant Improvement Act, 1976 • Application for a copy of a document submitted to the registrar in terms of the Plant Improvement Act, 1976 	Access can be obtained upon payment of the prescribed fee, through enquiry to the Registrar of the Plant Improvement Act, 1976 at JoanS@daff.gov.za or tel. nr (012) 319-6034 Access can be obtained upon payment of the prescribed fee, through enquiry to the Registrar of the Plant Improvement Act, 1976, at JoanS@daff.gov.za or tel. nr. (012) 319-6034
4. Animal Improvement Act, 1998 (Act No. 52 of 1998) <ul style="list-style-type: none"> • Registration of semen collectors, inseminators, embryo collectors, embryo transferors import agents, reproduction centres, donor animals, animal breeders' societies and registering authorities which have been registered and approved as such. Fees for this service are annually gazetted • List of all breeds registered in terms of the above mentioned Act, at payment of the prescribed fee 	Can be obtained through written or telephonic request to the Director: Animal Production at e-mail JoelM@daff.gov.za or tel. nr. (012) 319-7597 Can be obtained through written or telephonic request to the Director: Animal Production at e-mail JoelM@daff.gov.za or tel. nr. (012) 319-7597
5. Genetically Modified Organisms Act, 1997 (Act No. 15 of 1997) <ul style="list-style-type: none"> • Permit application forms • Executive Council minutes • Permit registers • Standard operating procedure with regard to regulation 4 of the GMO act • Standard Operating Procedures with regard to regulation 2920 of the GMO Act • Policy on GMO consignment in transit 	Can be obtained through the departmental website www.daff.gov.za/Branches/Agricultural Production-Health and Food Safety/Genetic Resources/Biosafety or through enquiry to the Registrar of the GMO Act (012) 319-6382

<ul style="list-style-type: none"> • Policy on extension of permits • List of GMO events currently approved in South Africa • Laboratories registered in terms of the GMO Act for issuance of the GMO status certificates 	
<p>6. Agricultural Pests Act, 1983 (Act No. 36 of 1983)</p> <ul style="list-style-type: none"> • Issuing of import permits for plants, plant products and other regulated articles in terms of the Agricultural Pests Act 	<p>Information can be accessed by clients/importers via the email PlantHealthPermits@daff.gov.za; Tel (012) 319-6102/6130/6396/6207 or Fax: (012) 319 6370.</p> <p>Fees are applicable</p>
<p>7. Animal Diseases Act, 1984 (Act No. 35 of 1984) and Meat Safety Act (Act No. 40 of 2000)</p> <ul style="list-style-type: none"> • Issuing of Veterinary Imports Permits in terms of the above mentioned two Acts) 	<p>Information can be assessed by clients/importers via the email: VetPermits@daff.gov.za; Tel (012) 319 7514/7476/7461/7633/7503/7632/7406/7500 or Fax: (012) 329 8292</p> <p>Fees are applicable</p>
FOR PURCHASING IN TERMS OF SECTION 15(1)(a)(ii)	
Annual Report on Commercial Timber Resources and Primary Roundwood Processing in South Africa	Resource Centre Forestry, Hamilton Street 110, Room 414
Plant Breeders Rights Act, 1976 Plant Breeders' Rights Distinctness, Uniformity and Stability (DUS) reports	Can be obtained by other countries' PBR Authorities from the Office of the Registrar upon payment of the prescribed fee, through enquiry to the Registrar: PBR Act. Contact number (012) 319 6096 or e-mail at ElnaDB@daff.gov.za
FOR COPYING IN TERMS OF SECTION 15(1)(a)(ii)	
Information on Info Parks and Publications of DAFF which are respectively free of charge and those that can be bought but are available from the Agricultural Resources Centre: Directorate: Knowledge and Information Management tel. nr. (012) 319-7141/7085 Sheila Flockton or on the DAFF website www.daff.gov.za	
<p>Plant Breeders' Rights Act. 1976</p> <p>A copy of particulars in the register of a document submitted to the Registrar in connection with an application for the grant of a plant breeder's right (PBR)</p>	Can be obtained through written or telephonic request or e-mail correspondence from the Office of the Registrar of the PBR Act. Contact number (012) 319-6906 or e-mail at ElnaDB@daff.gov.za . Hard copy obtainable upon payment of prescribed fees
AVAILABLE FREE OF CHARGE IN TERMS OF SECTION 15(1)(a)(iii)	
Annual report of DAFF	DAFF website
Policy for managing locust outbreaks	DAFF website or by request to lkalafengK@daff.gov.za (012) 309 5722/23

<p>Policy for managing Red Billed Quelea outbreaks</p> <p>The following data pertaining to the potential, state of use of natural agricultural resources:</p> <ol style="list-style-type: none"> Grazing capacity 1993 Land capability 2002 Gully erosion 2011 Field crop boundaries 2015 <p>Status of applications lodged in terms of Subdivision of Agricultural Land Act (Act 70 of 1970) [SALA]</p> <p>Application Forms and Application Types:</p> <ol style="list-style-type: none"> LA 7/700 (Subdivision) LA 7/101 (Undivided shares) AGR 01/004 (Long Terms Lease, Servitude, Sectional Title, Habitation and Share Block Scheme) LEB 7/105 (Establish or enlarge area of jurisdiction) <p>Conservation of Agricultural Resources Act No. 43 (Act 43 of 1983) [CARA]</p> <ol style="list-style-type: none"> CARA Control Measures Application to burn veld and graze burnt veld Application to cultivate virgin soil 	<p>E-mail to the Director of Climate Change and Disaster Management ikalafengK@daff.gov.za or tel nr. (012) 309 5722/23</p> <p>Can be accessed by clients from the AGIS website at http://www.agis.agric.za</p> <p>Can be accessed by clients via the helpdesk: e-mail ThokoB@daff.gov.za; (012) 319-7634 Fax 012 329-5938 or via the website at http://www.agis.agric.za/agriland</p> <p>Can be accessed on the Departmental website at: http://www.daff.gov.za/daffweb3/Branches/Forestry-Natural-Resources-Management/LUSM/Documents</p>
<p>Plant Breeders' Right Act. 1976</p> <ul style="list-style-type: none"> - Plant Variety Journals which include: <ul style="list-style-type: none"> • List of approved and rejected PBR's • List of transfers of PBR's • List of denominations, including alterations thereof • List of surrenders of PBR's • List of withdrawals PBR's • List of applicants and agents - Variety description in terms of a variety examined, including coloured illustrations thereof 	<p>PVJs can be obtained from the DAFF website www.daff.gov.za/BRANCHES/APHFS/Genetic-Resources/Plant Breeders' Rights</p> <p>Can be obtained through written or telephonic request or e-mail correspondence from the Office of the Registrar of the PBR Act. Contact number (012) 319-6906 or e-mail at ElnaDB@daff.gov.za. Hard copy obtainable upon payment of prescribed fees</p>
<p>Forestry</p> <p>From the body free of charge-</p> <ul style="list-style-type: none"> • State of the Forests (SOF) • Forest Sector Broad Based Black Economic Empowerment Charter • White paper on Sustainable Forest Development in SA • Policy regarding access to State Forests • Compliance and Enforcement Policy • The Participatory Forestry Management Policy and Strategy, 2004 • Policy on the formation of Umbrella Fire 	<p>Most of these documents are available on the Departmental Website: www.daff.gov.za Hard copies are obtainable from the National Office: Forestry and Natural Resources Management Branch to the National Forestry Office at e-mail: LihleM@daff.gov.za</p> <p>Forestry books and journals are also accessible from the Departmental Library Resource Centre. There is limited access to certain material archived in the electronic resource centre linked to the website: http://www.daff.gov.za/daffweb3/Resource-Centre</p>

Protection Associates

- Policy on exemptions from the duty to prepare and maintain firebreaks in terms of section 14 of the National Veld and Forest Fire Act
- Policy Principles and Guidelines for Control of Development Affecting Natural Resources
- Woodland Strategy Framework, June 2005
- Urban Greening Strategy, 2005
- List of Principle Criteria, Indicators & Standards (guidelines for Sustainable Forest Management)
- User guide to the Forest Sector Board-Based Black Economic Empowerment Charter
- List of protected trees species under the National Forests Act, 1998 (Act No. 84 of 1998)
- List of particular trees and particular groups of trees "Champion Trees" under section 12(1) and (B) of the National Forests Act, 1998 (Act No. 84 of 1998)
- Genesis Report Part I The contribution, costs and development opportunities of the Forests, Timbers, Pulp and Paper Industries
- Genesis Report Part II South African Forestry Industry Market Analysis 2005
- Fire Protection Association Annual Report 2009/2010
- Forestry Indaba Report 2009 (Proceedings)
- The revised veldfire risk classification (veldfire risk assessment map) of South Africa, 2010
- Key Issues Paper on Forest Enterprise Development (FED), January 2005
- A Strategy Framework to support Forest Enterprise Development (FED) in South Africa, August 2005
- South African Forestry Industry Market Analysis, 2005
- Report on the Assessment of the Gauteng Firewood Market and the Origin of Protected Tree Firewood Products sold, 2007
- Eastern Cape Forest Sector Profile
- Forestry Books and Journals
- Forestry and Fire awareness materials
- Forestry maps
- Key Issues on Forestry Enterprise Development (FED) January, 2005
- Historical review of the Forestry Development in South Africa
- Study of supply and demand of Industrial Roundwood in South Africa
- Study and supply of softwood sawlog and sawn timber in South Africa

<ul style="list-style-type: none"> • Logging reference 1, 2, 3 • Charcoal production, forestry and sub-sector studies • Forest Mushroom Sector Analysis • National, Forest Sector Research and Development Strategy • Green Heritage (Trees Forests and Woodlands of South Africa) • Integrated National Forest Protection Strategy 	
Fisheries Management	
<ul style="list-style-type: none"> • Chief Directorate: Aquaculture & Economic Development: <ul style="list-style-type: none"> - Marine permit application forms and requirements - Aquaculture guidelines • Chief Directorate: Monitoring, Control & surveillance: <ul style="list-style-type: none"> - Standard Operating Procedures for Honorary Marine Conservation Inspectors • Chief Directorate: Marine Resource Management: <ul style="list-style-type: none"> - Records of Decision (Fishing Rights Allocation Processes) - Summaries or General Published Reasons (GPR) - Registers - Permit Application forms and requirements - Permit conditions - Summaries of TAC and TAE per sector - Transfer of Fishing Right application forms and requirements - Performance review sector policies - Score sheets - Sector specific policy 	<p>For records of Fisheries Management Zugerag@daff.gov.za tel. nr. (021) 402-3443 or fax 086 572 9161 can be contacted to gain access to these services. In certain instances these documents are available free of charge on the Departmental website.</p>
<ul style="list-style-type: none"> - General policy on Allocation and Management of Fishing Right fees • Chief Directorate: Fisheries Research & Development: <ul style="list-style-type: none"> - Scientific Working Group documents and reports that do not relate to the current year's TAC/TAE recommendation - Published scientific papers and reports • Other: <ul style="list-style-type: none"> - Strategic Plans - Recreational fishing brochure - State of South Africa's Marine Resources - Annual Report MLRF - Financial statements - Human resource data - MLRA and Regulations - A guide to the small scale fisheries sector (4 coastal languages) - List of recognised small scale fishers in South Africa 	

- | | |
|--|--|
| <ul style="list-style-type: none">- Government Gazette in respect of fees (e.g.: permit, levy and licences)- Government gazette in respect of Grant of Right fees | |
|--|--|

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
NOTICE 906 OF 2017

PROMOTION OF ACCESS TO INFORMATION ACT, 2000

DESCRIPTION SUBMITTED IN TERMS OF SECTION 15(1)

I, Tshililo Michael Masutha, Minister of Justice and Correctional Services, hereby publish under section 15(2) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), the descriptions submitted to me in terms of section 15(1) of the said Act by the –

DEPARTMENT IN PRESIDENCY

As set out in the Schedule



TSHILOLO MICHAEL MASUTHA, MP (ADV)
MINISTER FOR JUSTICE AND CORRECTIONAL SERVICES

CONTINUES ON PAGE 130 - PART 2



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PART 2 OF 2

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REPUBLIC OF SOUTH AFRICA

FORM D
AUTOMATICALLY AVAILABLE RECORDS AND ACCESS TO SUCH RECORDS:
 (Section 15 of the Promotion of Access to Information Act 2000 (Act no. 2 of 2000))
 [Regulation 5A]

DESCRIPTION OF CATEGORY OF RECORDS AUTOMATICALLY AVAILABLE IN TERMS OF SECTION 15(1)(a) OF THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000	MANNER OF ACCESS TO RECORDS (e.g. website)(SECTION 15(1)(a))
FOR INSPECTION IN TERMS OF SECTION 15(1)(a)(i):	
Not Applicable	Not Applicable
FOR PURCHASING IN TERMS OF SECTION 15(1)(a)(ii):	
Not Applicable	Not Applicable
FOR COPYING IN TERMS OF SECTION 15(1)(a)(ii)	
Not Applicable	Not Applicable
AVAILABLE FREE OF CHARGE IN TERMS OF SECTION 15(1)(a)(iii)	
ANNUAL PERFORMANCE PLANS <ul style="list-style-type: none"> • Annual Performance Plan 2017/18 • Annual Performance Plan 2016/17 • Annual Performance Plan 2015/16 • Annual Performance Plan 2014/15 	Information can be accessed from The Presidency's website: www.thepresidency.gov.za or through the post: Directorate: Auxiliary Services Registry Office Attention: Deputy Information Officer Private Bag X1000

<ul style="list-style-type: none"> • Annual Performance Plan 2013/14 • Annual Performance Plan 2012/13 <p>ANNUAL REPORTS</p> <ul style="list-style-type: none"> • Annual Report 2016/17 • Annual Report 2015/16 • Annual Report 2014/15 • Annual Report 2013/14 • Annual Report 2012/13 • Annual Report 2011/12 • Annual Report 2010/11 • Annual Report 2009/10 • Annual Report 2008/09 <p>STRATEGIC PLANS</p> <ul style="list-style-type: none"> • Strategic Plan 2015 – 2020 • Strategic Plan 2012/13 – 2014/15 • Strategic Plan 2011/12 – 2013/14 <p>AFRICAN PEER REVIEW MECHANISM (APRM)</p> <ul style="list-style-type: none"> • Second Report on the Implementation of South Africa's APRM Programme of Action. <p>COMMISSIONS</p> <ul style="list-style-type: none"> • Donen Report • Ginwala Enquiry • Khampepe Commission of Inquiry into the Mandate and Location of the Directorate of Special Operations (The DSO) <hr/> <ul style="list-style-type: none"> • Independent Commission for the Remuneration of Public Office-Bearers Annual Review • Annual Review: Salaries and allowances of Public Office-Bearers • Report of the Marikana Commission of Inquiry. • Nkandla Security Upgrade Report – August 2014 <p>JOINT INITIATIVE ON PRIORITY SKILLS ACQUISITION (JIPSA) AND ACCELERATED AND SHARED GROWTH INITIATIVE FOR SOUTH AFRICA (ASGISA)</p> <ul style="list-style-type: none"> • JIPSA Annual Report – 2008 	<p>PRETORIA 0001</p> <p>Or</p> <p>Through email: informationofficer@presidency.gov.za ;</p> <p>Telephone: 012 300 5376, Fax: 086 687 2230.</p> <p>Documents can also be obtained from The Presidency's receptions in Pretoria and Cape Town respectively.</p> <ul style="list-style-type: none"> • Pretoria – visitors' entrance on Government Avenue, Union Buildings, Pretoria. • Cape Town – Tuynhuys entrance, Parliament, Cape Town.
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- JIPSA Annual Report for 2007 – Background and highlights
- JIPSA Report on Activities in 2007
- Final JIPSA Report
- ASGISA Annual Report – 2006 | 2007 | 2008
- Reflections on ASGISA in its First Year
- Frequently asked questions about JIPSA
- Accelerated and Shared Growth Initiative – South Africa (ASGISA)

POLICY PUBLICATIONS AND DOCUMENTS

- National spatial development perspective, 2006
- Progress report – implementation of the framework for South Africa's response to the economic crisis
- Nation in the Making – A discussion document on macro-social trends in South Africa
- Social Cohesion and Social Justice in South Africa
- Mid-Term Country Report – South Africa
- Brief Synopsis-Clarifying the Second Economy Concept, 2006
- A Nation in the Making – A discussion document on macro-social trends in South Africa
- The United Nations World Water Development Report 2
- Economic Sector :Towards an Anti-Poverty Strategy for South Africa – A Discussion Document, 2008
- Towards an Anti-Poverty Strategy for South Africa – A Discussion Document, 2008
- Presidential Handbook
- State, Official and Provincial Official Funeral Policy
- Statement on PRASA investigation

NATIONAL ORDERS BOOKLETS

- Presentation of National Orders – 08 December 2017
- Presentation of National Orders – 08 December 2016

- Presentation of National Orders – 08 December 2015
- Presentation of National Orders – 27 April 2014
- Presentation of National Orders – 27 April 2013
- Presentation of National Orders – 27 April 2012
- Presentation of National Orders – 27 April 2010
- Presentation of National Orders – 27 March 2009
- Presentation of National Orders – 28 October 2008
- Presentation of National Orders – 24 April 2007
- Presentation of National Orders – 20 April 2006
- Presentation of National Orders – 26 April 2005
- Presentation of National Orders – 16 June 2004
- Presentation of National Orders – 02 December 2003
- Presentation of National Orders – 10 December 2002

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- COO Ms Lakela Kaunda – 2015

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- Cabinet Statements 2016

NATIONAL SYMBOLS

- National Coat of Arms

- National Flag
- National Anthem
- National Bird
- National Fish
- National Flower
- National Animal
- National Tree

PRIVATE OFFICE OF THE PRESIDENT

- President's monthly public engagement programme

OFFICE OF THE DEPUTY PRESIDENT

- Deputy President's monthly public engagement programme

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
NOTICE 907 OF 2017

PROMOTION OF ACCESS TO INFORMATION ACT, 2000

DESCRIPTION SUBMITTED IN TERMS OF SECTION 15(1)

I, Tshililo Michael Masutha, Minister of Justice and Correctional Services, hereby publish under section 15(2) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), the descriptions submitted to me in terms of section 15(1) of the said Act by the –

**LIMPOPO PROVINCIAL GOVERNMENT: DEPARTMENT OF
TRANSPORT**

As set out in the Schedule



**TSHILILO MICHAEL MASUTHA, MP (ADV)
MINISTER FOR JUSTICE AND CORRECTIONAL SERVICES**

DEPARTMENT OF TRANSPORT

ACCESS TO RECORDS HELD BY THE DEPARTMENT OF TRANSPORT - SECTION 15 (1)

Automatic Disclosures -Section 15(1)

SCHEDULE

DESCRIPTION OF CATEGORIES OF RECORDS AUTOMATICALLY AVAILABLE IN TERMS OF SECTION 15(1) OF THE PROMOTION ACCESS TO INFORMATION ACT, 2000	MANNER OF ACCESS TO RECORDS
1. FOR INSPECTION IN TERMS OF SECTION 15(1)(a)(i)	
<ul style="list-style-type: none"> ● Departmental Strategic Plans ● Departmental Annual Performance Plans ● Service Delivery Improvement Plans ● Annual Reports ● Budgets ● Budget Speeches ● Speeches by MEC ● Employment Equity Reports ● Approved Organizational Structure ● Departmental File Plans ● Departmental Acts, Regulations, policies and Procedure Manuals ● Citizens Report ● Promotion of Access to Information Manual ● Service Standards and Norms ● Service Delivery Charter ● Statement of commitment ● Departmental Events Calender ● Circulars for Advertised posts and services ● Staff Contact details Directory ● Tender Buletins ● Newsletters ● Departmental Media Statements ● Promotional Material ● Publications and magazines ● Traffic Stations Infrastructure Plans 	<p>The records may be inspected at the Department on request addressed to the Office of the Deputy Information Officer, Department of Transport.</p> <p>Private Bag x9491, Polokwane 0700</p> <p>Tel.No. 015 295 1000</p> <p>Fax.No. 015 294 8000</p> <p>e-mail address: ramaijanco@doi.limpopo.gov.za</p>
2. FOR PURCHASING IN TERMS OF SECTION 15(1)(a)(ii)	
a. Tender document (Specification)	Records can be purchased at the Supply Chain Unit, 3rd floor Office No. 05, Department of Transport

<p>3. FOR COPYING IN TERMS OF SECTION 15(1)(a)(II)</p> <ul style="list-style-type: none"> ● Departmental Strategic Plans ● Departmental Annual Performance Plans ● Service Delivery Improvement Plans ● Annual Reports ● Budgets ● Budget Speeches ● Speeches by MEC ● Employment Equity Reports ● Approved Organizational Structure ● Departmental File Plans ● Departmental Acts, Regulations, policies and Procedure Manuals ● Citizens Report ● Promotion of Access to Information Manual ● Service Standards and Norms ● Service Delivery Charter ● Statement of commitment ● Departmental Events Calender ● Circulars for Advertised posts and services ● Staff Contact details Directory ● Tender Buletins ● Newsletters ● Departmental Media Statements ● Promotional Material ● Publications and magazines ● Traffic Station Infrastructure Plans 	<p>The records may be inspected at the Department on request addressed to the Office of the Deputy Information Officer, Department of Transport, Private Bag x9491, Polokwane 0700 Tel.No. 015 295 1000 Fax.No. 015 294 8000 e-mail address: ramaijanco@dot.limpopo.gov.za</p>
<p>4. FREE OF CHARGE IN TERMS OF SECTION 15(1)(a)(III)</p> <ul style="list-style-type: none"> ● Annual Reports ● Budgets ● Budget Speeches ● Road Infrastructure Plans ● Service Standards and Norms ● Publications and magazines ● Newsletters ● Departmental Strategic Plans ● Promotional Material ● Journals and magazines 	<p>The records may be inspected at the Department on request addressed to the Office of the Deputy Information Officer, Department of Transport, Private Bag x9490, Polokwane 0700 Tel.No. 015 295 1000 Fax.No. 015 294 8000 e-mail address: ramaijanco@dot.limpopo.gov.za</p>

**DEPARTMENT OF LABOUR
NOTICE 908 OF 2017**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: LEATHER AGENCY SHOP COLLECTIVE AGREEMENT

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Clause 17 published in Government Notice No. R.335 of 13 April 2006, Clause 28 published in government Notice No. R.1067 of 16 November 2007 and Clause 18 published in Government Notice No. R.1175 of 7 November 2008 with effect from the second Monday after the date of publication of this notice.



M N OLIPHANT, MP
MINISTER OF LABOUR
 DATE: *23/11/2017*

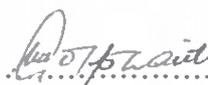
UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKUHOXISWA KWEZIVUMELWANO ZIKAHULUMENI

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YEZIKHUMBA: ISIVUMMELWANO SEGATSHA ELIPHATHELENE NENTELA YABASEBENZI EMBONINI YEZIKHUMBA

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa uhlamvu lwamazwi avela kunombolo 17 ashicilelwe kwisaziso sikaHulumeni esingunombolo: 335 somhlaka 13 kuMbaso 2006, unombolo 28 oshicilelwe kwisaziso sikaHulumeni esingunombolo 1067 somhlaka 16 kuLwezi 2007, nesingunombolo 18 esishicilelwe kwisaziso sikaHulumeni esingunombolo 1175 somhlaka 7 kuLwezi 2008 kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesiSivumelwano.



MN OLIPHANT, MP
UNGQONGQOSHE WEZABASEBENZI
 USUKU: *23/11/2017*

**DEPARTMENT OF LABOUR
NOTICE 909 OF 2017
LABOUR RELATIONS ACT, 1995**

**NATIONAL BARGAINING COUNCIL FOR THE LEATHER INDUSTRY OF
SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE AGENCY SHOP
COLLECTIVE AGREEMENT FOR EMPLOYEES**

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Leather Industry of South Africa and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of the agreement for the period ending 30 June 2027.


.....
MN OLIPHANT, MP
MINISTER OF LABOUR
DATE: 03/11/2017.....

UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI
KWABAQASHI NABASEBENZI BEMBONINI YEZIKHUMBA:**

**UKWELULELWA KWESIVUMELWANO SENTELA SABAQASHI
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXYENYE
YESIVUMELWANO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba 32(2) sifundwa kanye nesigaba 32(8) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yeZikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, siyokuqala ukusebenza kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesiSivumelwano kufikela ngomhlaka 30 kuNhlangulana 2027.



MN OLIPHANT, MP
UNGQONGQOSHE WEZABASEBENZI
 USUKU: 03/11/2017

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF
SOUTH AFRICA
AGENCY SHOP COLLECTIVE AGREEMENT FOR EMPLOYEES**

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

- a) Southern African Footwear and Leather Industries Association (SAFLIA)**
- b) South African Tanning Employers Organisation (SATEO);**
- c) Association of South African Manufacturers of Luggage, Handbags and
General Goods;**

(Hereinafter referred to as the "employers" or the "employer organisations" on the
one part), and

- d) National Union of Leather & Allied Workers (N.U.L.A.W)**

and

- e) Southern African Clothing and Textile Workers Union**

(Hereinafter referred to as the "employees" or the "trade unions" of the other part.

being parties to the National Bargaining Council of the Leather Industry of South
Africa, to conclude an agency shop agreement.

1

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Handwritten signatures and initials in black ink, including a large 'B' and other illegible marks.

INDEX

1. Scope of application of Agreement
2. Date and Period of Operation
3. Definitions
4. The Agency Shop Agreement
5. Interest on Late Payments
6. Agents
7. Exemptions
8. Dispute resolution

Annexures

- "A" Exemptions and Exemptions Appeal Policy and Procedure

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Leather Industry -
 - (a) by all employers who are members of the employers' organisations and by the party trade unions in the Leather Industry, respectively;
 - (b) in the Republic of South Africa.
- (2) The terms of this Agreement will apply only to employees for whom wages are prescribed in any of the Main Collective Agreements of the Council.
- (3) The terms of this Agreement shall not apply to non-parties in respect of Clauses 1(1)(a), 2(1) and 6.

2. DATE AND PERIOD OF OPERATION

- (1) This Agreement will come into operation for the parties on 25 July 2017 and remain in force for the period ending 30 June 2027,
- (2) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period ending 30 June 2027.

3. DEFINITIONS

Words used in this agreement and which are defined in the Labour Relations Act, 1995 shall have the same meaning as in that Act; and unless the contrary intention appears, words importing the masculine gender shall include the feminine.

"Act" means the Labour Relations Act, No.66 of 1995, as amended.

"Agreement" means the Agency Shop Agreement

"Council" means the National Bargaining Council of the Leather Industry of South

Africa.

“Leather Industry” or “Industry” means the industry in which employers and employees are associated –

- (1) for the manufacture, mainly from leather, of -
 - (a) footwear, including all types, but not including bespoke made footwear;
 - (b) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - (c) harnesses, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rugstraps, braces, belts, suspenders, garters, armllets, and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;
 - (d) ladies' and/or children's handbags;
- (2) for the tanning, dressing and fellmongering of hides and skins;
- (3) in establishments in which leather goods are also manufactured, for the manufacture, from materials other than leather, of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
- (4) for the manufacture of all types of footwear from material other than leather;
- (5) for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;
- (6) for the manufacture of handbags from materials other than leather, in establishments in which leather goods referred to in paragraph (1) are not

manufactured, but excluding the manufacture of handbags

- (a) wholly or mainly from metal;
- (b) from cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any constituent of paper;
- (c) wholly or mainly from plastics other than plastic sheeting material;

(7) for the manufacture-

- (a) wholly or mainly from leather, of footballs, punchballs, netball balls, and boxing gloves;
- (b) of leather-covered hockey and/or cricket balls;

(8) in establishments in which leather goods are not manufactured for the manufacture from materials other than leather, of -

- (a) attache cases, bags and all other containers designed to hold personal effects, sporting kit and documents;
- (b) harnesses, bridles, saddlery, leggings stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;
- (c) travelling requisites, including trunks, from materials other than leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

Provided that paragraphs (a), (b) and (c) shall not be construed to include -

- (i) the manufacture of metal components and/or attachments;
- (ii) the manufacture of canvas bank bags, canvas kit bags, canvas rucksacks, canvas haversacks, canvas sampling bags and

- canvas explosive bags;
- (iii) the manufacture of any article from rubber;
 - (iv) the manufacture of any article or the practice of any trade or occupation covered by the Printing Industry which, without in any way limiting the generally accepted meaning thereof, means that industry which, or undertaking in which employers and employees are associated in the production of printed matter of any nature whatsoever;
 - (v) the manufacture of any articles from metal and of any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent of which is fibre and/or cardboard and/or paper and/or any constituent of paper and/or plastics, but excluding the manufacture, wholly or mainly from fibre or plastic sheeting material, of trunks, attache cases, bags and all similar containers designed to hold personal effects, musical instruments and sporting kit;

Provided further that the word "plastic" as contained in paragraph (v) means any of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which while solid in the finished state, at some stage in its manufacture has been or can be forced i.e. cast, calendered, extruded or moulded, into various shapes by flow, usually through the application, singly or together, of heat and pressure.

(9) for the -

- (a) preparation of cured or uncured hides and/or skins for tanning, and for this purpose "preparation of hides and/or skins for tanning" without detracting from its ordinary or technical meaning, includes any of the following:

Washing, soaking, fleshing, deburring, liming, unhairing, dewooling, the removal of scales, deliming, bating and pickling;

- (b) tanning of the cured or uncured hides and/or skins;
- (c) retanning and/or dyeing and/or drying and/or softening and/or buffing and/or dressing and/or finishing and/or laminating of leather and/or the combing and/or shearing and/or ironing of hides and/or skins with the wool or hair on;
- (d) cutting of upholstery panels from leather:

Provided that, for the purposes of subparagraphs (a) to (c), "hides and skins" includes the following:

Pelts with or without the fur on; sheepskins with or without the wool on; game and goat skins with or without the hair on; all types of reptile skins, and bird skins with or without the feathers on.

"Party trade unions" means (a) National Union of Leather & Allied Workers (NULAW) and (b) Southern African Clothing and Textile Workers Union (SACTWU)

"Prescribed Employees" means employees engaged on operations for which wage rates are prescribed in any of the sector collective agreements in the Council

"Wage" means the wage prescribed for an Employee in Column A of the wage provisions of the relevant agreement of the Council and, in the case of the tanning industry, the wage rate prescribed in the agreement for that industry:

Provided that if an Employer regularly pays the Employee an amount higher than this prescribed rate (excluding incentives, overtime and bonus payments), it shall mean such higher amount.

4. THE AGENCY SHOP AGREEMENT

- (1) This agency shop agreement is introduced in terms of the provisions of section 25 of the Act. The object of this agreement is to ensure that all employees whose terms and conditions of employment are from time to time determined and/or amended as the case maybe by collective bargaining under the auspices of the Council, contribute towards its costs.
- (2) Subject to the provisions of this clause, a levy to be known as an "Agency Fee" will be deducted from the wages of all prescribed employees who are not members of the trade unions party to the Council.
- (3) Despite the provisions of this agreement, all prescribed employees who are not members of the trade unions shall at all times be eligible for membership of the trade unions.
- (4) In the event of any non union member electing to join either of the trade unions, such employee will be exempted from the agency fee, and will be transferred to the applicable trade union membership. Trade union membership fee deductions will then commence against the wages of such employee.
- (5) No employee will be compelled to become a member of either of the party trade unions.

- (6) The agency fee shall be equal to 1% (one percent) but not exceeding R15.64 of the employee's basic weekly wage.
- (7) (a) The agency fee so calculated and deducted from the employee's basic wage by the employer will be paid monthly to the General Secretary of the National Bargaining Council of the Leather Industry of South Africa, P O Box 3959, North End, 6056, Port Elizabeth, or at any other such address the Council may decide from time to time, by no later than the fifteenth (15th) day of the following month.
- (b) The General Secretary (or any other duly designated Council employee) will deposit monies received in terms of sub clause 7(a) into a banking account administered by the Council.
- (c) The General Secretary will, at the end of each month, pay to the party trade unions the agency fee received for the preceding month in proportion to their representivity within the scope of the Council. A conscientious objector may request an employer to pay the agency fee deducted from his wages into a fund administered by the Department of Labour.
- (d) The trade unions will, on receipt of the agency fees from the Council, deposit such amounts into a dedicated separate account and administer same in accordance with the terms of this agreement.
- (8) When transmitting payments in terms of sub clause 7(a), the employer will submit a list of the employees from whose wages the agency fee has been deducted.
- (9) The list submitted in terms of sub clause (8) must reflect the following:
- (i) Name, surname and work number of the contributor;

- (ii) Weekly wage of contributor;
 - (iii) Agency fee deducted.
- (10) No agency fee deducted may be –
- (a) paid to a political party as an affiliation fee;
 - (b) paid as a contribution in cash or kind to a political party or a person standing for election to any political office; or
 - (c) used for any expenditure that does not advance or protect the socio-economic interests of employees.
- (11) This agreement will terminate in the event that the trade unions are no longer representative within the scope of the Council. In the event of this occurring, the employer organisations must give the trade unions written notice of their lack of representation, and allow them 90 days from the date of notification to establish that they are representative. Should the trade unions fail to establish their representation within the 90 day period, the employer organisations must give the trade unions 30 days' notice of termination, after which period the agreement will terminate.

In the event of this agency shop agreement being terminated, the provisions of section 98, 100(b) and (c) of the Act apply.

5. INTEREST

- 1) Should any amount due in terms of Clause 4(7)(a) not be received by the fifteenth day of the month following the month in respect of which it is payable, the Employer shall pay interest on such outstanding amount at a rate determined by the Council from time to time, subject to the provisions of the

Limitation and Disclosure of Finance Charges Act, 1968.

- 2) The interest in terms of subclause (1) shall be calculated from the first day of the month in which payment became due until the day upon which payment is actually received by the General Secretary.
- 3) The Council shall be entitled in its absolute discretion to waive payment of interest or part thereof.

6. AGENTS

- (1) The Council shall appoint one or more of its agents to assist in giving effect to the terms of this Agreement.
- (2) It shall be the duty of every party employer to permit such persons to enter its establishment and permit them to institute such enquiries and to examine such documents, books, wage-sheets, pay envelopes and pay tickets and to question such individuals in order to ascertain whether the provisions of this Agreement are being complied with.

7. EXEMPTIONS

Exemptions and exemption appeals shall be followed in terms of provisions made in Annexure "A"

8. DISPUTE RESOLUTION

- (1) The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of this Agreement.
- (2) Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Secretary of the Council for resolution in terms of this Agreement.
- (3) The Secretary of the Council may require a designated agent to investigate the complaint or dispute.
- (4) The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation.
- (5) The designated agent must submit a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (6) If in the course of performing duties of a designated agent, an agent discovers what appears to be a breach of the Agreement, the agent:
 - (a) may investigate the alleged breach;
 - (b) may endeavour to secure compliance with the Agreement; and
 - (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (7) On receipt of the report, the Secretary may:
 - (a) require the designated agent to make further investigations;
 - (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;

- (c) refer the dispute for conciliation to the Disputes Committee of the Council;
 - (d) issue a compliance order; or
 - (e) refer the dispute to arbitration in terms of this Agreement.
- (8) If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.
- (9) Where a dispute is referred to conciliation, the conciliator or disputes committee must attempt to resolve the dispute within a period of 30 days or within an extended period as agreed by the parties to the dispute.
- (10) Where a dispute is not resolved after a conciliation meeting, or after 30 days, or after any extended period as agreed between the parties, the Council must issue a certificate stating that the dispute was not resolved.
- (11) Where the Act requires a dispute to be resolved through arbitration and a certificate has been issued in terms of (10), any party may request the Council to appoint an arbitrator to resolve the dispute. Such request must be made within 30 days of the date of the certificate issued in terms of (10). The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.
- (12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- (13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.
- (14) If a party objects, the Secretary may take any of the steps referred to in sub-

- clause (7) except the issue of another compliance order.
- (15) If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.
- (16) If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the Council's panel of arbitrators. Arbitrators serving on the panel shall be appointed to arbitrate matters on a rotational basis, unless the parties to the dispute agree on an Arbitrator from the panel, with the next available Arbitrator being appointed should any panel member(s) not be available in terms of such rotation.
- (17) The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.
- (18) The Secretary must serve notices of the date, time and venue of the arbitration on:
- (a) the parties to the dispute;
 - (b) any person who may have a legal interest in the outcome of the arbitration.
- (19) Unless this agreement provides otherwise, the Arbitrator must resolve the dispute through arbitration.
- (20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding

- arguments to the arbitrator.
- (22) The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.
- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employer organisation and, if the party is a juristic person, by a director or employee.
- (24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- (25) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may-
- (a) continue with the arbitration proceedings in the absence of that party;
- or
- (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-
- (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
 - (b) the dispute is capable of being determined by written evidence only;
 - (c) the dispute is only about the interpretation of the Agreement; or
 - (d) the parties to the dispute agree.
- (27) Notwithstanding the provisions of sub-clause (23), the arbitrator may

- determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that-
- (a) the parties have been properly served; and
 - (b) it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings-
- (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
 - (b) the Council must serve a copy of that award on each party to the dispute.
- (29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
- (30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.
- (31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-
- (a) erroneously sought or made in the absence of any party affected by the award;
 - (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - (c) granted as a result of a mistake common to the parties to the proceedings.
- (32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.
- (33) (a) If the Arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the

party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.

- (b) The maximum penalty that the arbitrator may impose for a failure to comply with any provision of the collective agreement -
- (i) not involving a failure to pay an amount due to an employee/party in terms of any provision is the penalty determined in terms of Table One or Table Two;
- (ii) involving a failure to pay an amount due to an employee/party, is the greater of the amount determined in terms of Table One or Table Two.

TABLE ONE

MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

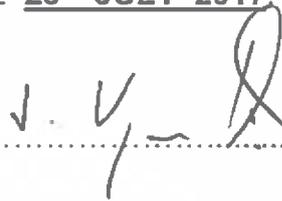
TABLE TWO

MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order

SIGNED BY THE PARTIES AT DURBAN ON THE 25TH JULY 2017

J J V VYMETAL, Member of the Council



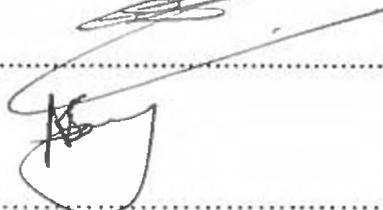
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M OOSTHUIZEN, Member of the Council



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S ESSON, Member of the Council :



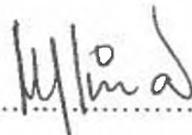
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A O BENJAMIN, Member of the Council



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V MEMBINKOSI, Member of the Council



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S NAIDOO, General Secretary of
the Council



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ANNEXURE A**EXEMPTION AND EXEMPTION APPEAL POLICY AND PROCEDURE****1. BACKGROUND**

Section 32(3)(dA) of the Labour Relations Act (the "Act") requires that a Bargaining Council have an effective procedure to deal with applications by non-parties for exemptions from the provisions of its collective agreements.

Accordingly an exemption and exemption appeal policy & procedure in respect of the National Bargaining Council of the Leather Industry of S.A (hereafter referred to as the "Council") for both party and non-party is established and maintained in terms hereof.

2. DEFINITIONS

'Act' means the Labour Relations Act, 1995 (Act 66 Of 1995) as amended

"Agent" means a designated agent of the National Bargaining Council of the Leather Industry of South Africa

"Agreements" means collective agreements concluded in the National Bargaining Council of the Leather Industry of South Africa

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“Applicant” means a party or non-party employer conducting a business under the jurisdiction of the Council, a registered trade union or any person employed in the Industry and who applies for an exemption or appeals against a decision of the Exemptions Committee in terms of this procedure.

“Bargaining Council or Council” means the National Bargaining Council of the Leather Industry of South Africa

“Day” means any day other than a Saturday, Sunday or public holiday, and when any particular number of days is prescribed for the doing of any act, the number of days must be calculated by excluding the first day and including the last day;

“Exemptions Committee” means the National Exemptions Committee or any other sub-committee delegated by the National Exemptions Committee to perform all or part of its functions

“Exemption Criteria” means the exemption criteria contained in the collective agreements of the National Bargaining Council of the Leather Industry of South Africa

“General Secretary” means the General Secretary of the Council



3. EXEMPTIONS AND EXEMPTION APPEALS

3.1 EXEMPTIONS: An Applicant may apply to the Bargaining Council for exemption from the provisions of collective agreements concluded in the Bargaining Council.

3.1.1 The Council must consider applications for exemptions within 30 days of receipt of a valid application.

3.2 EXEMPTION APPEALS: An Applicant who is aggrieved by the Exemption Committee's decision has the right to appeal to the Independent Exemptions Appeal Body appointed by the Council.

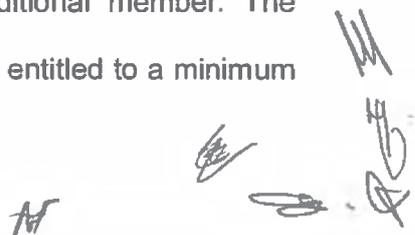
3.2.1 The Independent Appeal Body will hear and decide appeals as soon as possible and not later than 30 days after a valid appeal is lodged

3.2.2 A decision of the Independent Exemption Appeal Body shall be final.

4. EXEMPTIONS COMMITTEE

4.1 Establishment & Composition of the Exemptions Committee:

The Council shall establish a National Exemptions Committee consisting of eight (8) members four (4) of whom are appointed by the employer organisations party to the Council and four (4) appointed by the trade unions party to the Council. The employer organizations are for the time being each entitled to one member, with the most representative being entitled to appoint an additional member. The trade unions to the Council are for the time being entitled to a minimum



of one member each with the remaining two positions being filled by the unions' based on their representativeness in the COUNCIL.

4.2 Exemption Committee Meetings

4.2.1 A quorum for the meetings shall be the attendance of at least two party employer members and at least two party trade union members.

4.2.2 Exemption Committee meetings shall be held on an ad-hoc basis in the province in which the applicant conducts business subject to the decision of the Exemptions Committee.

5. THE EXEMPTIONS MANDATE

5.1 The Exemptions Committee is mandated by the Council to consider all party and non-party applications for exemption from the collective agreements concluded in the Bargaining Council.

5.2 The Exemptions Committee may delegate any of its functions or duties to a District Committee or any other committee of the Council as the case may be.

5.3 The Exemptions Committee will consider and determine applications for exemption in a manner it considers appropriate to determine the application fairly and quickly, which may be limited to a consideration of written motivations or the hearing of oral submissions as the case may be.

5.4 The Exemptions Committee, when considering an application for exemption must take into account the exemption criteria.

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- 5.5 The Exemptions Committee shall have the power to approve, refuse, partly approve or withdraw an application for exemption
- 5.6 The Exemptions Committee, on not approving an application or part thereof or withdrawing an exemption must provide the Applicant with written reasons for its decision.

6. EXEMPTIONS

6.1 APPLICATION PROCESS

- 6.1.1 Applications for exemption from the provisions of a collective agreement must be made in writing on the prescribed application form, and lodged with the local office of the Council.
- 6.1.2 Applications must be motivated and supported by relevant documents, data and audited financial statements (where applicable) and other relevant financial information.
- 6.1.3 Applications that impact employees terms and conditions of employment must be accompanied by written proof that employees and/or their representatives/trade unions have been consulted and further accompanied by a record of their support or not of the application.
- 6.1.4 Applications must indicate the period for which the exemption is sought.

6.2 EXEMPTION PROCEDURE

- 6.2.1 The Council must open and maintain a register for each application which records the following:
- 6.2.1.1 date of receipt of application
- 6.2.1.2 reference number

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- 6.2.1.3 name of applicant
- 6.2.1.4 brief description of exemption application
- 6.2.1.5 name of the Agreement and the clause/s from which exemption is sought
- 6.2.1.6 date of validation of exemption application
- 6.2.1.7 date of exemption hearing
- 6.2.2 Upon receipt of an application, the date received must be recorded in the register
- 6.2.3 The agent of the relevant District Office shall on receipt of an application scrutinise the application to ensure that the application is complete and valid.
- 6.2.4 Should the agent find the application to be incomplete, the agent shall send written communication to the applicant advising of this and what is required to complete the application
- 6.2.5 After the agent is satisfied that the application is complete, the application shall be considered valid and the agent shall record the date of validation accordingly.
- 6.2.6 Within five days from date of validation the agent shall verify the employer's consultation with the employees/trade union and report in writing whether the employees / trade union support or oppose the application.
- 6.2.7 Within seven days of receipt of the agent's report on the consultation process, the General Secretary shall arrange a date, time and venue for the hearing of the application.



- 6.2.8 The set down date for the hearing must not be later than 30 days of the validation of the application by the Agent.
- 6.2.9 The General Secretary shall notify the applicant in writing of the date, time and venue of the hearing.
- 6.2.10 In the event that the applicant does not attend the hearing, the Exemptions Committee will consider the application on the written application and supporting documents.
- 6.2.11 The General Secretary must within fourteen days of the exemption being granted advise the applicant of such decision in writing and issue a Licence of Exemption setting out the following:
- 6.2.11.1 The full names of the Applicant.
- 6.2.11.2 The provisions of the collective agreement from which the exemption has been granted.
- 6.2.11.3 The conditions subject to which the exemption is granted.
- 6.2.11.4 The period which the exemption will operate clearly stating the commencement and expiring dates.
- 6.2.12 Where the Committee does not approve an Application or part thereof or when deciding to withdraw an Exemption, the General Secretary must advise the applicant in writing within fourteen days of the date of such decision and provide the Applicant with reasons therefor.

7. EXEMPTION APPEALS

7.1 Establishment of an Independent Appeal Body

7.1.1 In terms of section 32(3)(e) of the Act, the Council creates and maintains an Independent Exemptions Appeal Body to hear and decide appeals against an Exemptions Committee's refusal or partial refusal to grant an exemption or its withdrawal or partial withdrawal of an exemption.

7.1.2 An Independent Appeal Body must be appointed by the Council and may consist of one or more persons, as determined by the Council

7.1.3 No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of the Independent Exemptions Appeal Body.

7.2 APPLICATION PROCESS & PROCEDURE

7.2.1 An Applicant aggrieved by an Exemptions Committee's decision shall within 30 days of being notified of the Exemptions Committee's decision have the right to appeal to the Independent Exemptions Appeal Body.

7.2.2 Should the appellant show good cause, the Independent Appeal Body may condone a late appeal.

AS



- 7.2.3 A valid notice of appeal must be in writing clearly setting out the grounds on which the appeal is based and be accompanied by relevant supporting documentation.
- 7.2.4 Upon receipt of an appeal application, the General Secretary shall forward the appeal application together with the original application for exemption and supporting documents to the Independent Appeal Body for a decision
- 7.2.5 The General Secretary in consultation with the Independent Appeal Body will arrange a date, time and venue for the appeal hearing. The date of the hearing shall not be later than 30 days from which a valid appeal was filed with the Council.
- 7.2.6 The Independent Appeal Body shall hear and determine appeals in any manner it considers appropriate to determine the application fairly and quickly.
- 7.2.7 The Independent Appeal Body shall render a decision within fourteen days from the last date of the appeal hearing
- 7.2.8 Should the Independent Appeal Body reverse a decision of the Exemptions Committee, the Council must issue the applicant with a licence of exemption accordingly
- 7.2.9 The Independent Appeal Body has discretion to order against the appellant payment of all costs incurred by the Council in arranging and conducting the appeal in the



event of it upholding the decision of the Exemptions
Committee

8. EXEMPTION CRITERIA

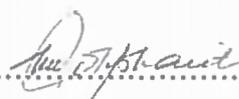
The Exemptions Committee and Independent Appeal Body must when considering an exemption application/appeal, take into account the following criteria:

- (a) any written and/or verbal substantiation provided by the applicant
- (b) fairness to the employer, its employees and other employers and the employees in the industry;
- (c) whether an exemption, if granted, would undermine this Agreement or the collective bargaining process;
- (d) whether it will make a material difference to the viability of a new business, or a business previously outside the jurisdiction of the Council;
- (e) unexpected economic hardship occurring during the currency of The Agreement, and job creation and/or loss thereof.
- (f) the infringement of basic conditions of employment rights;
- (g) the fact that a competitive advantage might be created by the exemption;
- (h) comparable benefits or provisions where applicable;
- (i) the applicant's compliance with other statutory requirements such as the Occupational Injuries and Diseases Act or Unemployment Insurance; or
- (j) any other factor which is considered appropriate.

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DEPARTMENT OF LABOUR**NOTICE 910 OF 2017****LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE AGENCY SHOP COLLECTIVE AGREEMENT FOR EMPLOYERS**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Leather Industry of South Africa** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of the agreement for the period ending 30 June 2027.


.....
MN OLIPHANT, MP
MINISTER OF LABOUR
DATE: *03/11/2017*.....

UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI
KWABAQASHI NABASEBENZI BEMBONINI YEZIKHUMBA:

UKWELULELWA KWESIVUMELWANO SENTELA SABAQASHI
NABASEBENZI SELULELWA KULABO ABANGEYONA INGXEYENYE
YESIVUMELWANO

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba 32(2) sifundwa kanye nesigaba 32(8) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yeZikhumba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, siyokuqala ukusebenza kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesiSivumelwano kufikelela ngomhlaka 30 kuNhlangulana 2027.

.....

 MN OLIPHANT, MP
 UNGQONGQOSHE WEZABASEBENZI
 USUKU: 03/11/2017.....

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF
SOUTH AFRICA****AGENCY SHOP COLLECTIVE AGREEMENT FOR EMPLOYERS**

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

**a) Association of South African Manufacturers of Luggage, Handbags and
General Goods;**

(Hereinafter referred to as the "employer" or the "employer organisation" on the
one part), and

b) National Union of Leather & Allied Workers (N.U.L.A.W)

and

c) Southern African Clothing and Textile Workers Union

(Hereinafter referred to as the "employees" or the "trade unions" of the other
part.

being parties to the National Bargaining Council of the Leather Industry of
South Africa, to conclude an agency shop agreement.



INDEX

1. Scope of application of Agreement
2. Date and Period of Operation
3. Definitions
4. The Agency Shop Agreement
5. Interest on Late Payments
6. Agents
7. Exemptions
8. Dispute resolution

Annexures

- "A" Exemptions and Exemptions Appeal Policy and Procedure

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the General goods and Handbag Section of the Leather Industry:
 - (a) in the Republic of South Africa
 - (b) by all employers who are members of the party employer organisation in the General Goods and Handbags Sector of the Leather Industry on the one hand and, on the other hand by the Trade Unions.
- (2) The terms of this Agreement shall not apply to non-parties in respect of Clauses (1)(b), 2(1) and 6.

2. DATE AND PERIOD OF OPERATION

- (1) This Agreement will come into operation for the parties on 25 July 2017 and remain in force for the period ending 30 June 2027,
- (2) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period ending 30 June 2027.

3. DEFINITIONS

Words used in this agreement and which are defined in the Labour Relations Act, 1995 shall have the same meaning as in that Act; and unless the contrary intention appears, words importing the masculine gender shall include the feminine.

“Act” means the Labour Relations Act, No.66 of 1995, as amended.

“Agreement” means the Agency Shop Agreement

“Council” means the National Bargaining Council of the Leather Industry of South Africa.

“General Goods and Handbag Section” of the Leather Industry means that part of the industry in which employers and employees are associated for the manufacture and/or partial manufacture, and/or finishing of partially manufacture, and/or of components, and/or assembling of components of:-

- (a) travel goods and requisites, including suitcases, trunks, travelling, folding, sling, shopping, knitting and school bags, satchels, rucksacks, attache, brief and vanity cases, and other similar containers.
- (b) harnesses, saddlery, bridles, saddle bags, girths, leggings, stirrup straps and other similar equipment, wallets, purses, tobacco pouches, cases and boxes for jewellery, musical instruments, binoculars, arms, footwear, bottles, cigarettes, cigars and pipes, dog collars and leads, watch straps, rug straps, belts, braces, suspenders, garters, armlets (excluding belts, braces, suspenders, garters, armlets manufactured from cloth), and other similar articles designed as substitutes;
- (c) handbags and other bags, and containers designed to hold ladies and gentlemen's personal effects;
- (d) footballs, punchballs, netball balls and boxing gloves;
- (e) hockey and cricket balls; provided that the activities listed under sub-paragraphs (a) and (b) shall not include-

- (aa) the manufacture of metal components and/or attachments.
- (bb) the manufacture of canvas bank bags, canvas kitbags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosive bags;
- (cc) the manufacture of any article from rubber;
- (dd) the manufacture of any article or the practice of any trade or occupation covered by the Printing Industry which, without in any way limiting the generally accepted meaning of the term, means the industry or undertaking in which employers and employees are associated for the production of printed matter of any nature whatsoever;
- (ee) the manufacture of any article from metal or any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is fibre and/or cardboard and/or paper and/or any constituent of paper and/or plastic, but excluding the manufacture wholly or mainly from fibre or plastic sheeting material of trunks, attache cases, bags and all similar containers designed to hold personal effects, musical instruments and sporting kit.

The word "plastic" in the paragraph directly above means any of the group of materials which consists of or contain as an essential ingredient an organic substance of a large molecular mass, and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast,

calendered, extruded or moulded into various shapes by flow, usually though the application singly or together of heat and pressure.

“Party Employer Organisation” shall mean the Association of South African Manufacturers of Luggage, Handbags and General Goods

4. THE AGENCY SHOP AGREEMENT

- 1) This Agreement establishes an Agency Shop in terms of the Provisions of Section 25 of the Act, The Object of this Agreement is to strengthen and ensure the viability of Collective Bargaining by providing for a mechanism that allows for the costs of Collective Bargaining to be shared by the Industry and in this case in particular the Employers to who the Collective Agreements apply.
- 2) Despite the provisions of this agreement, all employers who are not members of the employer organisation remain eligible for membership of the employer organisation.
- 3) In the event of any non-member electing to join the employer organisation, such employer will be exempted from the agency fee, and will be transferred to the employer organisation membership and payment of membership fees will commence.
- 4) No employer will be compelled to become a member of the employer organisation.
- 5) Subject to the provisions of this clause, every employer that does not belong to the employer organisation shall pay a levy to be known as an

6 

“Agency Fee” (fee) of R400.00 per month.

- 6) The employer shall pay the amount stated in sub-clause (5) to the Secretary of the Council, P O Box 3959, North End, P.E. 6056, before the 15th day of each month.
- 7) The Council Secretary shall deposit all monies received as fees in terms of this clause into the Council's account, and at the end of each month pay the Agency Fees received to the employer organisation by way of a deposit into a separate account (account) administered by the employer organisation.
- 8) The fees shall be kept in the account and be used only for expenditure pertaining to the advancing or protecting of the socio-economic interests of the industry.
and may not be –
 - (a) paid to a political party as an affiliation fee; or
 - (b) contributed in cash or kind to a political party standing for election to any political office.
- 9) The party employer organisation shall arrange for an annual audit of the account within six months of the end of its financial year by an auditor who shall –
 - (a) conduct the audit in accordance with generally accepted auditing standards;
 - (b) report in writing to the party employer organisation and, in the report, express an opinion as to whether or not the party employer organisation has complied with its constitution relating to financial matters and the provisions of subclause (8).

7 AF M →

- 10) The party employer organisation shall submit to the Council, within 30 days of the receipt of the auditor's report referred to in subclause (9), a certified copy of that report.
- 11) Any person may inspect the auditor's report submitted to the Council in terms of subclause (10) at the registered office of the Council situated at 2nd floor, The Station Building, 160 Monty Naicker Street, Durban.
- 12) The Council shall provide a certified copy of, or extract from, the Auditor's Report to any person requesting such copy or extract.
- 13) An employer who conscientiously objects to the parties objectives in terms of this Agreement may apply for exemption from the provisions of this clause in terms of clause 7. Should such exemption be granted, the levies shall be paid into a separate fund administered by the Department of Labour in terms of section 25(4)(b) of the Act.
- 14) Any dispute about the application, including enforcement or interpretation of the provisions of this clause shall be referred to the Council in terms of clause 8 of this Agreement.

5. INTEREST

- 1) Should any amount due in terms of Clause 4(5) not be received by the fifteenth day of the month following the month in respect of which it is payable, the Employer shall pay interest on such outstanding amount at a rate determined by the Council from time to time, subject to the provisions of the Limitation and Disclosure of Finance Charges Act, 1968.

- 2) The interest in terms of subclause (1) shall be calculated from the first day of the month in which payment became due until the day upon which payment is actually received by the Council Secretary.
- 3) The Council shall be entitled in its absolute discretion to waive payment of interest or part thereof.

6. AGENTS

- (1) The Council shall designate one or more of its agents to assist in giving effect to the terms of this Agreement.
- (2) It shall be the duty of every Employer to permit such Agents to enter his establishment and to institute such enquiries and to examine such documents, books, wage-sheets, pay envelopes and pay tickets and to question such individuals in order to ascertain whether the provisions of this Agreement are being complied with.

7. EXEMPTIONS

Exemptions and exemption appeals shall be conducted in terms of the provisions of Annexure "A"

8. DISPUTE RESOLUTION

- (1) The Council Secretary may at any time require a designated agent to

- monitor compliance with the provisions of this Agreement.
- (2) Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Council Secretary for resolution in terms of this Agreement.
- (3) The Council Secretary may require a designated agent to investigate the complaint or dispute.
- (4) The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation.
- (5) The designated agent must submit a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (6) If in the course of performing duties of a designated agent, an agent discovers what appears to be a breach of the Agreement, the agent:
- (a) may investigate the alleged breach;
 - (b) may endeavour to secure compliance with the Agreement; and
 - (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- (7) On receipt of the report, the Secretary may:
- (a) require the designated agent to make further investigations;
 - (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
 - (c) refer the dispute for conciliation to the Disputes Committee of the Council;

- (d) issue a compliance order; or
- (e) refer the dispute to arbitration in terms of this Agreement.
- (8) If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.
- (9) Where a dispute is referred to conciliation, the conciliator or disputes committee must attempt to resolve the dispute within a period of 30 days or within an extended period as agreed by the parties to the dispute.
- (10) Where a dispute is not resolved after a conciliation meeting, or after 30 days, or after any extended period as agreed between the parties, the Council must issue a certificate stating that the dispute was not resolved.
- (11) Where the Act requires a dispute to be resolved through arbitration and a certificate has been issued in terms of (10), any party may request the Council to appoint an arbitrator to resolve the dispute. Such request must be made within 30 days of the date of the certificate issued in terms of (10). The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.
- (12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- (13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.
- (14) If a party objects, the Secretary may take any of the steps referred to in sub-clause (7) except the issue of another compliance order.
- (15) If a party fails to object, the Secretary may, at any time, apply to have the

order made an arbitration award.

- (16) If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the Council's panel of arbitrators. Arbitrators serving on the panel shall be appointed to arbitrate matters on a rotational basis, unless the parties to the dispute agree on an Arbitrator from the panel, with the next available Arbitrator being appointed should any panel member(s) not be available in terms of such rotation.
- (17) The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.
- (18) The Secretary must serve notices of the date, time and venue of the arbitration on:
- (a) the parties to the dispute;
 - (b) any person who may have a legal interest in the outcome of the arbitration.
- (19) Unless this agreement provides otherwise, the Arbitrator must resolve the dispute through arbitration.
- (20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
- (22) The arbitrator may suspend the arbitration proceedings and attempt to resolve

- the dispute through conciliation if the Council and the parties to the dispute consent to this.
- (23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employer organisation and, if the party is a juristic person, by a director or employee.
- (24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- (25) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may-
- (a) continue with the arbitration proceedings in the absence of that party;
 - or
 - (b) adjourn the arbitration proceedings to a later date.
- (26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-
- (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
 - (b) the dispute is capable of being determined by written evidence only;
 - (c) the dispute is only about the interpretation of the Agreement; or
 - (d) the parties to the dispute agree.
- (27) Notwithstanding the provisions of sub-clause (23), the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that-

- (a) the parties have been properly served; and
 - (b) it is appropriate in the circumstances to do so.
- (28) Within 14 days of the conclusion of the arbitration proceedings-
- (a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and
 - (b) the Council must serve a copy of that award on each party to the dispute.
- (29) On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.
- (30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.
- (31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-
- (a) erroneously sought or made in the absence of any party affected by the award;
 - (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - (c) granted as a result of a mistake common to the parties to the proceedings.
- (32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.
- (33) (a) If the Arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.

- (a) The maximum penalty that the arbitrator may impose for a failure to comply with any provision of the collective agreement -
- (i) not involving a failure to pay an amount due to an employee/party in terms of any provision is the penalty determined in terms of Table One or Table Two;
 - (ii) involving a failure to pay an amount due to an employee/party, is the greater of the amount determined in terms of Table One or Table Two.

TABLE ONE

MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO

MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

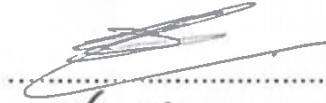
No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order

AS M B.

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SIGNED BY THE PARTIES AT DURBAN ON THE 25TH JULY 2017.

S ESSION, Member of the Council



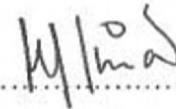
.....

A O BENJAMIN, Member of the Council



.....

V MEMBINKOSI, Member of the Council



.....

S NAIDOO, General Secretary of
the Council



.....

ANNEXURE A**EXEMPTION AND EXEMPTION APPEAL POLICY AND PROCEDURE****1. BACKGROUND**

Section 32(3)(dA) of the Labour Relations Act (the "Act") requires that a Bargaining Council have an effective procedure to deal with applications by non-parties for exemptions from the provisions of its collective agreements.

Accordingly an exemption and exemption appeal policy & procedure in respect of the National Bargaining Council of the Leather Industry of S.A (hereafter referred to as the "Council") for both party and non-party is established and maintained in terms hereof.

2. DEFINITIONS

'Act' means the Labour Relations Act, 1995 (Act 66 Of 1995) as amended

"Agent" means a designated agent of the National Bargaining Council of the Leather Industry of South Africa

"Agreements" means collective agreements concluded in the National Bargaining Council of the Leather Industry of South Africa



“Applicant” means a party or non-party employer conducting a business under the jurisdiction of the Council, a registered trade union or any person employed in the Industry and who applies for an exemption or appeals against a decision of the Exemptions Committee in terms of this procedure.

“Bargaining Council or Council” means the National Bargaining Council of the Leather Industry of South Africa

“Day” means any day other than a Saturday, Sunday or public holiday, and when any particular number of days is prescribed for the doing of any act, the number of days must be calculated by excluding the first day and including the last day;

“Exemptions Committee” means the National Exemptions Committee or any other sub-committee delegated by the National Exemptions Committee to perform all or part of its functions

“Exemption Criteria” means the exemption criteria contained in the collective agreements of the National Bargaining Council of the Leather Industry of South Africa

“General Secretary” means the General Secretary of the Council



3. EXEMPTIONS AND EXEMPTION APPEALS

3.1 EXEMPTIONS: An Applicant may apply to the Bargaining Council for exemption from the provisions of collective agreements concluded in the Bargaining Council.

3.1.1 The Council must consider applications for exemptions within 30 days of receipt of a valid application.

3.2 EXEMPTION APPEALS: An Applicant who is aggrieved by the Exemption Committee's decision has the right to appeal to the Independent Exemptions Appeal Body appointed by the Council.

3.2.1 The Independent Appeal Body will hear and decide appeals as soon as possible and not later than 30 days after a valid appeal is lodged

3.2.2 A decision of the Independent Exemption Appeal Body shall be final.

4. EXEMPTIONS COMMITTEE

4.1 Establishment & Composition of the Exemptions Committee:

The Council shall establish a National Exemptions Committee consisting of eight (8) members four (4) of whom are appointed by the employer organisations party to the Council and four (4) appointed by the trade unions party to the Council. The employer organizations are for the time being each entitled to one member, with the most representative being entitled to appoint an additional member. The trade unions to the Council are for the time being entitled to a minimum

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of one member each with the remaining two positions being filled by the unions' based on their representativeness in the COUNCIL.

4.2 Exemption Committee Meetings

4.2.1 A quorum for the meetings shall be the attendance of at least two party employer members and at least two party trade union members.

4.2.2 Exemption Committee meetings shall be held on an ad-hoc basis in the province in which the applicant conducts business subject to the decision of the Exemptions Committee.

5. THE EXEMPTIONS MANDATE

5.1 The Exemptions Committee is mandated by the Council to consider all party and non-party applications for exemption from the collective agreements concluded in the Bargaining Council.

5.2 The Exemptions Committee may delegate any of its functions or duties to a District Committee or any other committee of the Council as the case may be.

5.3 The Exemptions Committee will consider and determine applications for exemption in a manner it considers appropriate to determine the application fairly and quickly, which may be limited to a consideration of written motivations or the hearing of oral submissions as the case may be.

5.4 The Exemptions Committee, when considering an application for exemption must take into account the exemption criteria.



- 5.5 The Exemptions Committee shall have the power to approve, refuse, partly approve or withdraw an application for exemption
- 5.6 The Exemptions Committee, on not approving an application or part thereof or withdrawing an exemption must provide the Applicant with written reasons for its decision.

6. EXEMPTIONS

6.1 APPLICATION PROCESS

- 6.1.1 Applications for exemption from the provisions of a collective agreement must be made in writing on the prescribed application form, and lodged with the local office of the Council.
- 6.1.2 Applications must be motivated and supported by relevant documents, data and audited financial statements (where applicable) and other relevant financial information.
- 6.1.3 Applications that impact employees terms and conditions of employment must be accompanied by written proof that employees and/or their representatives/trade unions have been consulted and further accompanied by a record of their support or not of the application.
- 6.1.4 Applications must indicate the period for which the exemption is sought.

6.2 EXEMPTION PROCEDURE

- 6.2.1 The Council must open and maintain a register for each application which records the following:
- 6.2.1.1 date of receipt of application
- 6.2.1.2 reference number

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- 6.2.1.3 name of applicant
 - 6.2.1.4 brief description of exemption application
 - 6.2.1.5 name of the Agreement and the clause/s from which exemption is sought
 - 6.2.1.6 date of validation of exemption application
 - 6.2.1.7 date of exemption hearing
- 6.2.2 Upon receipt of an application, the date received must be recorded in the register
- 6.2.3 The agent of the relevant District Office shall on receipt of an application scrutinise the application to ensure that the application is complete and valid.
- 6.2.4 Should the agent find the application to be incomplete, the agent shall send written communication to the applicant advising of this and what is required to complete the application
- 6.2.5 After the agent is satisfied that the application is complete, the application shall be considered valid and the agent shall record the date of validation accordingly.
- 6.2.6 Within five days from date of validation the agent shall verify the employer's consultation with the employees/trade union and report in writing whether the employees / trade union support or oppose the application.
- 6.2.7 Within seven days of receipt of the agent's report on the consultation process, the General Secretary shall arrange a date, time and venue for the hearing of the application.

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- 6.2.8 The set down date for the hearing must not be later than 30 days of the validation of the application by the Agent.
- 6.2.9 The General Secretary shall notify the applicant in writing of the date, time and venue of the hearing.
- 6.2.10 In the event that the applicant does not attend the hearing, the Exemptions Committee will consider the application on the written application and supporting documents.
- 6.2.11 The General Secretary must within fourteen days of the exemption being granted advise the applicant of such decision in writing and issue a Licence of Exemption setting out the following:
- 6.2.11.1 The full names of the Applicant.
- 6.2.11.2 The provisions of the collective agreement from which the exemption has been granted.
- 6.2.11.3 The conditions subject to which the exemption is granted.
- 6.2.11.4 The period which the exemption will operate clearly stating the commencement and expiring dates.
- 6.2.12 Where the Committee does not approve an Application or part thereof or when deciding to withdraw an Exemption, the General Secretary must advise the applicant in writing within fourteen days of the date of such decision and provide the Applicant with reasons therefor.

7. EXEMPTION APPEALS



7.1 Establishment of an Independent Appeal Body

7.1.1 In terms of section 32(3)(e) of the Act, the Council creates and maintains an Independent Exemptions Appeal Body to hear and decide appeals against an Exemptions Committee's refusal or partial refusal to grant an exemption or its withdrawal or partial withdrawal of an exemption.

7.1.2 An Independent Appeal Body must be appointed by the Council and may consist of one or more persons, as determined by the Council

7.1.3 No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of the Independent Exemptions Appeal Body.

7.2 APPLICATION PROCESS & PROCEDURE

7.2.1 An Applicant aggrieved by an Exemptions Committee's decision shall within **30 days** of being notified of the Exemptions Committee's decision have the right to appeal to the Independent Exemptions Appeal Body.

7.2.2 Should the appellant show good cause, the Independent Appeal Body may condone a late appeal.



- 7.2.3 A valid notice of appeal must be in writing clearly setting out the grounds on which the appeal is based and be accompanied by relevant supporting documentation.
- 7.2.4 Upon receipt of an appeal application, the General Secretary shall forward the appeal application together with the original application for exemption and supporting documents to the Independent Appeal Body for a decision
- 7.2.5 The General Secretary in consultation with the Independent Appeal Body will arrange a date, time and venue for the appeal hearing. The date of the hearing shall not be later than 30 days from which a valid appeal was filed with the Council.
- 7.2.6 The Independent Appeal Body shall hear and determine appeals in any manner it considers appropriate to determine the application fairly and quickly.
- 7.2.7 The Independent Appeal Body shall render a decision within fourteen days from the last date of the appeal hearing
- 7.2.8 Should the Independent Appeal Body reverse a decision of the Exemptions Committee, the Council must issue the applicant with a licence of exemption accordingly
- 7.2.9 The Independent Appeal Body has discretion to order against the appellant payment of all costs incurred by the Council in arranging and conducting the appeal in the



event of it upholding the decision of the Exemptions Committee

8. EXEMPTION CRITERIA

The Exemptions Committee and Independent Appeal Body must when considering an exemption application/appeal, take into account the following criteria:

- (a) any written and/or verbal substantiation provided by the applicant
- (b) fairness to the employer, its employees and other employers and the employees in the industry;
- (c) whether an exemption, if granted, would undermine this Agreement or the collective bargaining process;
- (d) whether it will make a material difference to the viability of a new business, or a business previously outside the jurisdiction of the Council;
- (e) unexpected economic hardship occurring during the currency of The Agreement, and job creation and/or loss thereof.
- (f) the infringement of basic conditions of employment rights;
- (g) the fact that a competitive advantage might be created by the exemption;
- (h) comparable benefits or provisions where applicable;
- (i) the applicant's compliance with other statutory requirements such as the Occupational Injuries and Diseases Act or Unemployment Insurance; or
- (j) any other factor which is considered appropriate.



DEPARTMENT OF LABOUR**NOTICE 911 OF 2017****LABOUR RELATIONS ACT, 1995****CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION**

I, Mongwadi Mary Ngwetjana, Deputy Registrar of Labour Relations, hereby, in terms of section 106(2A), cancel the registration of **Print Media S. A (LR 2/6/3/503)** with effect from13 November 2017.....

The name of the Organisation has been removed from the Register of Employers' Organisations.



DEPUTY REGISTRAR OF LABOUR RELATIONS

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
NOTICE 912 OF 2017**

GENERAL NOTICE IN TERMS SECTION 11 (1) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	Rem of Erf 1283 of the farm Cato Manor No. 812, previously known as Lot 38 of Lot M1 of the farm Cato Manor No. 812
Extent of property	:	0, 1061 ha
Magisterial District	:	Ethekwini
Administrative District	:	KwaZulu-Natal
Previous Title Deed No.	:	T14710/1966
Current Title Deed No.	:	T14710/1966
Current Owner	:	University-Natal
Bonds & Restrictive Conditions (Interdicts)	:	I-8188/1990LG
Claimant	:	Thembokwakhe Oscar Mazubuko on behalf of the Mazibuko Family
Date claim lodged	:	31 December 1998
Reference number	:	KRN6/2/3/E/8/817/2716/5251

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

**LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:**

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NOTICE 913 OF 2017

GENERAL NOTICE IN TERMS OF SECTION 11 (A) (2) OF THE RESTITUTION OF LAND RIGHTS ACT, NO 22 OF 1994 (AS AMENDED)

WHEREAS a land claim was lodged by Ntombikayise Emma Chamane, on behalf of her family, which claim was published in terms of section 11 (1) of the Restitution of Land Rights Act, No. 22 of 1994 (as amended), herein referred to as the Act;

and

WHEREAS the claim was published under Notice No 993 of 2005 in Government Gazette No. 27712 on the 1 July 2005 as a Community claim (on behalf of the former residents of Fawnlease-Bowthorpe farm);

and

WHEREAS a Mandamus Application was issued on the 10th June 2008 against the RLCC and Others by the land owners, the Werner Meyer Family Trust and Others, under Case No: LCC 81/2008;

and

WHEREAS during a pre-trial conference held on the 25th January 2016, the Court directed the Office of the Regional Land Claims Commissioner: KZN to publish a notice in terms of section 11 A (2) of the Act to withdraw Notice 993 of 2005 for purposes of conducting further research;

and

WHEREAS the Office of the Regional Land Claims Commissioner: KZN published a notice in terms of section 11 A (2) of the Act under Notice No. 126 of 2016 in Government Gazette No. 39823 dated the 18th March 2016;

and

WHEREAS the claimants made representations to the Regional Land Claims Commissioner before the expiry of the period set out in Notice No. 126 referred to above.

NOW THEREFORE NOTICE is hereby given in terms of section 11(A) (2) of the Act that at the expiry of 30 days from the date of the publication of this notice in the Government Gazette, the notice of the claim under the reference number KRN6/2/2/E/30/0/54 which was previously published in terms of section 11 (1) of the Act under Notice No. 993 of 2005 in Government Gazette No. 27712 dated 1 July 2005, will be amended, unless cause to the contrary is shown to the satisfaction of the Regional Land Claims Commissioner, in the following aspects:

- 1) amending the notice of the claim to refer to the claim as a family claim and not a community claim;
- 2) further amending the claim to exclude the following undermentioned properties from the claim:

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
1	Portion 16 of the farm Dalton No. 2366	16, 3406 ha	T21159/1997	Werner Meyer Family Trust-Trustees	K2562/1999s
2	Portion 19 of the farm Dalton No. 2366	11, 7642 ha	T21159/1997	Werner Meyer Family Trust-Trustees	None
3	Remainder of Portion 20 of the farm Dalton No. 2366	800 dum	T21159/1997	Werner Meyer Family Trust-Trustees	K2562/1999s

Any party who may have an interest in the above mentioned land claim is hereby invited to make representations, within 30 days from the publication of this notice, as to show cause why the claim should not be amended in terms of section 11 (A) (4) of the Act.

The representations must be forwarded to

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355-8400
Fax: (033) 342-3409

Submissions may also be delivered to African Life Building, Second Floor, 200 Church Street, Pietermaritzburg 3201.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
NOTICE 914 OF 2017**

GENERAL NOTICE IN TERMS SECTION 11 (1) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	Portion 0 (remaining extent) of the farm Inanda Mission Reserve No. 4579
Extent of property	:	4653, 8890 ha
Magisterial District	:	Ndwedwe
Administrative District	:	KwaZulu-Natal
Current Title Deed No.	:	G4579/1883
Current Owner	:	Ingonyama Trust-Trustees
Bonds & Restrictive Conditions (Interdicts)	:	I-1453/2007C; I-3418/1992C-29/4/92; VA1922/1999
Claimant	:	Paulos Zezinkosi Gwala on behalf of the Machobeni Community
Date claim lodged	:	November 1998
Reference number	:	KRN6/2/2/E/29/0/0/9

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

**LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:**

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
NOTICE 915 OF 2017**

**GENERAL NOTICE IN TERMS OF SECTION 11 A (4) OF THE RESTITUTION OF
LAND RIGHTS ACT, NO. 22 OF 1994 (AS AMENDED).**

WHEREAS a land claim was lodged by Mohan Ramdeo Auter on behalf of the Auter family, which claim was published in terms of Section 11(1) of the Restitution of Land Rights Act , No, 22 of 1994 (as amended), hereinafter referred to as “the Act”.

and

WHEREAS during further investigation of the land claim in so far as it relates to the properties referred to in the schedule below, Regional Land Claims Commissioner, has reason to believe that the inclusion of the properties in the Government Gazette No.28413, under Notice 94 of 2006 dated the 27 of January 2006, was done in error.

NOW THEREFORE NOTICE is hereby given in terms of Section 11A (4) of the Act that the said Notice in Gazette No. 28413 under Notice 94 of 2006 is hereby amended in order to correct the obvious error, by the exclusion of the said properties from the Notice.

The details of the Gazette No. 28413, under Notice 94 of 2006, on dated 27 January 2006, relevant for this notice include the following:

Reference No:	KRN/6/2/2/E/6/0/0/1
Claimant:	Mohan Ramdeo Auter on behalf of the Auter family
Property Description:	Remainder of the farm Driehoek No. 9171
Total extent:	66.3738Ha
Owner:	Josephus Cornelius Janse van Rensburg
Date Submitted:	29 March 1996

The reasons the Regional Land Claims Commissioner believes that the properties should be excluded in terms of section 11 (4) of the Act is that:

- (a) The claimed does not extend to the properties listed in the attached schedule; and/or
- (b) The Community did not have rights in land (as defined in the Act) on the properties listed in the above-mentioned schedule

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER, KWAZULULU- NATAL
DATE:

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
NOTICE 916 OF 2017**

GENERAL NOTICE IN TERMS SECTION 11 (1) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	Lot 116 (a sub of 11) of the farm Groeneberg No. 844
Extent of property	:	4, 0053 ha
Magisterial District	:	Inanda
Administrative District	:	KwaZulu-Natal
Previous Title Deed No.	:	T8558/1986
Claimant	:	Meenalavelli Naidu on behalf of Manickum
Date claim lodged	:	5 September 1996
Reference number	:	KRN6/2/2/E/14/0/0/24

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

**LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:**

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
NOTICE 917 OF 2017**

EXTENSION OF SECURITY OF TENURE ACT, 1997 (ACT NO. 62 of 1997)

REGULATIONS UNDER THE EXTENSION OF SECURITY OF TENURE ACT: AMENDMENT

The Minister of Rural Development and Land Reform intends, in terms of section 1 read together with section 28 of the Extension of Security of Tenure Act, 1997, to make the regulations in the Schedule.

Interested persons are invited to submit, within 30 days after the publication of this notice, substantiated written comments or representations regarding the proposed regulations to the Minister of Rural Development and Land Reform (for attention: Director General: Rural Development and Land Reform, Private Bag X 833, PRETORIA, 0001; Email: Vuyiswa.Nxasana@drdlr.gov.za or Thami.Mdontswa@drdlr.gov.za

SCHEDULE

Definitions

1. In these regulations "Regulations" mean the Regulations Under the Extension of Security of Tenure Act, 1997 published under Government Notice R1632 in Government Gazette 19587 of 18 December 1998.

Amendment of regulation 2 of the Regulations

2. Regulation 2 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

"(1) The prescribed amount for the purposes of paragraph (c) of the definition of "occupier" in section 1 (1) of the Act shall be an income of R13, 625.00 per month."



MINISTER OF RURAL DEVELOPMENT AND LAND REFORM

DATE: 11/10/2017

EXPLANATORY MEMORANDUM: RATIONAL FOR THE PRESCRIBED AMOUNT

1. The Extension of Security of Tenure Act, 1997 (Act No 62 of 1997) ("ESTA") regulates the rights of persons that reside on land that they do not own, but with the consent of the owner or person in charge (occupiers). It sets the conditions upon which these tenure rights may be exercised and the conditions under which the right of persons to reside on the land may be terminated.
2. Section 1 (1) of ESTA defines an occupier as

" a person residing on land which belongs to another person, and who has or [sic] on 4 February 1997 or thereafter had consent or another right in law to do so, but excluding-

- (a) ...
- (b) *a person using or intending to use the land in question mainly for industrial, mining, commercial or commercial farming purposes, but including a person who works the land himself or herself and does not employ any person who is not a member of his or her family; and*
- (c) *a person who has an income in excess of the prescribed amount."*

3. The prescribed amount referred to in the definition of "occupier" in ESTA currently is R5, 000.00. This amount was determined by the Minister of Land Affairs (as the Ministry was then known) and published in the Regulations published in Government Notice R1632 in Government Gazette 19587 of 18 December 1998.
4. Due to a number of challenges experienced in the implementation of ESTA, and in order to align it to the broad goals of the National Development Plan: Vision 2030 (2012) ESTA was evaluated.
5. Various measures were identified to strengthen the security of tenure of those people that reside on land that they do not own, but with the consent of the owner or person in charge. One of those measures is to review the qualifying income in the definition of "occupier" in ESTA.
6. The approach that has been taken in adjusting the qualifying income is the use of the Consumer Price index. The Constitutional Court in the case of *Florence v Government of the Republic of South Africa* (CCT 127/13) [2014] ZACC 22; 2014 (6) SA 456 (CC); 2014 (10) BCLR 1137 (CC) (26 August 2014) approved the use of the Consumer Price Index as the metric to calculate changes over time in the value of money.
7. The proposed qualifying income was calculated by the division of the headline annual average Consumer Price Index of the year in which present qualifying income was determined (i.e. 1998) by the headline annual average Consumer Price Index of 2016, multiply by the present qualifying income.
8. According to Statistics South Africa, the headline annual average Consumer Price Index of 1998 was 44.76667; and for 2016 was 121.9917 (Statistics SA, CPI headline index numbers, Unit: Dec 2012=100). The calculation therefore is as follows:

$$\frac{121.9917}{44.76667} \times R5,000.00 = R13,625.28$$

9. The proposed qualifying income for the purposes of paragraph (c) of the definition of "occupier" in Section 1 (1) of ESTA is therefore R13, 625.00 (rounded off).
10. The proposed regulation will come into effect from the date of publication of the Amended Regulation in the Government Gazette.

**DEPARTMENT OF SCIENCE AND TECHNOLOGY
NOTICE 918 OF 2017**



**science
& technology**
Department:
Science and Technology
REPUBLIC OF SOUTH AFRICA



**CALL FOR NOMINATION OF CANDIDATES FOR THE NATIONAL
ADVISORY COUNCIL ON INNOVATION**

The Minister of Science and Technology hereby invites interested parties to nominate candidates to be considered for appointment to the Council of the National Advisory Council on Innovation (NACI), which is being reconstituted in terms of the NACI Act, 1997 (Act No. 55 of 1997).

The object of NACI is to advise the Minister on the role and contribution of science, mathematics, innovation and technology, including indigenous technologies, in promoting and achieving national objectives, namely to improve and sustain the quality of life of all South Africans, develop human resources for science and technology, build the economy, and strengthen the country's competitiveness in the international sphere.

NACI will consist of a chairperson and 16 to 20 other members who are appointed in their personal capacities and serve on a part-time basis for a maximum of four years. Allowances will be in accordance with the National Treasury guidelines for remuneration.

The members of NACI, other than the chief executive officer and the officer of the Department of Trade and Industry, must have –

- achieved distinction in any field of science and technology in their own right or in the context of innovation;
- special knowledge or experience in relation to the management of science and technology, or innovation;
- special insight into the role and contribution of innovation in promoting and achieving national and provincial objectives; or
- special knowledge and experience of the functioning of the national system of innovation within which the science and technology system operates, the science and technology system, or any other aspect of NACI's domain of responsibility.

Nominations should be submitted to the Minister of Science and Technology no later than **19 January 2018**.

Relevant curricula vitae for nominated candidates, including the following information, should be provided: Identity number; gender; race; designation and responsibilities; contact details (postal and email addresses, and telephone and fax numbers); qualifications and field; current and past service on boards; areas of expertise; names and contact details of two referees.

Confirmation of the availability of the nominee is also required.

Nominations may be sent to the Director-General Science and Technology, for attention Ms Happy Molefe, in one of the following ways:

- By email to happy.molefe@dst.gov.za.
- By post to the Department of Science and Technology, Private Bag X894, Pretoria, 0001.
- By hand to the Department of Science and Technology, Building 53, Scientia Campus, Meiring Naudé Road, Brummeria, Pretoria.
- By fax to 086 680 9326.

NB: Nominations will not be considered unless all the requirements set out above are met. Correspondence will be entered into with shortlisted candidates only.

Enquiries: Happy Molefe at 012 843 6651 (tel.), 086 680 9326 (fax) or happy.molefe@dst.gov.za.

DEPARTMENT OF TRADE AND INDUSTRY
NOTICE 919 OF 2017

INTERNATIONAL TRADE ADMINISTRATION COMMISSION
CUSTOMS TARIFF APPLICATIONS
LIST 13/2017

The International Trade Administration Commission (herein after referred to as ITAC or the Commission) has received the following application concerning the Customs Tariff. Any objection to or comments on this representation should be submitted to the Chief Commissioner, ITAC, Private Bag X753, Pretoria, 0001. Attention is drawn to the fact that the rate of duty mentioned in this application is that requested by the applicant and that the Commission may, depending on its findings, recommend a lower or higher rate of duty.

CONFIDENTIAL INFORMATION

The submission of confidential information to the Commission in connection with customs tariff applications is governed by section 3 of the Tariff Investigations Regulations, which regulations can be found on ITAC's website at <http://www.itac.org.za/documents/R.397.pdf>. These regulations require that if any information is considered to be confidential, then a non-confidential version of the information must be submitted, simultaneously with the confidential version. In submitting a non-confidential version the regulations are strictly applicable and require parties to indicate:

- Each instance where confidential information has been omitted and the reasons for confidentiality;*
- A summary of the confidential information which permits other interested parties a reasonable understanding of the substance of the confidential information; and*
- In exceptional cases, where information is not susceptible to summary, reasons must be submitted to this effect.*

This rule applies to all parties and to all correspondence with and submissions to the Commission, which unless clearly indicated to be confidential, will be made available to other interested parties.

The Commission will disregard any information indicated to be confidential that is not accompanied by a proper non-confidential summary or the aforementioned reasons. If a party considers that any document of another party, on which that party is submitting representations, does not comply with the above rules and that such deficiency affects that party's ability to make meaningful representations, the details of the deficiency and the reasons why that party's rights are so affected must be submitted to the commission in writing forthwith (and at the latest 14 days prior to the date on which that party's submission is due). Failure to do so timeously will seriously hamper the proper administration of the investigation, and such party will not be able to subsequently claim an inability to make meaningful representations on the basis of the failure of such other party to meet the requirements.

CREATION OF A REBATE PROVISION ON:

“Digital ‘smart cards’ (excluding proximity cards or tags), classifiable in tariff subheading 8523.52.10 in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit, provided the ‘smart cards’ are not available in the SACU area”

INITIATED BY:**International Trade Administration Commission of South Africa (“ITAC”)**

Private Bag X 753

Pretoria

0001

Enquiries: ITAC Ref: 23/2017, Mr. Pfarelo Phaswana and/or Ms. Mukeliwe Manyoni, Tel: 012 394 3628/3676 or e-mail pphaswana@itac.org.za/mmanyoni@itac.org.za

REASONS FOR THE APPLICATION:

- There are no local manufacturers of the subject products in the SACU region; and
- The current duty has an unnecessary cost raising effect.

PUBLICATION PERIOD:

Representation should be made within **14 days** of the date of this notice.

DEPARTMENT OF TRADE AND INDUSTRY
NOTICE 920 OF 2017
INTERNATIONAL TRADE ADMINISTRATION COMMISSION OF
SOUTH AFRICA

SUNSET REVIEW OF THE ANTI-DUMPING DUTIES ON FROZEN BONE-IN PORTIONS OF FOWLS OF THE SPECIES *GALLUS DOMESTICUS* ORIGINATING IN OR IMPORTED FROM THE UNITED STATES OF AMERICA: FINAL DETERMINATION

In accordance with the provisions in Article 53.1 of the Anti-Dumping Regulations, any definitive anti-dumping duty shall be terminated on a date not later than five years from its imposition, unless the authorities determine, in a review initiated before that date on their own initiative or upon a duly substantiated request made by or on behalf of the domestic industry within a reasonable period of time prior to that date, that the expiry of the duty would be likely to lead to continuation or recurrence of dumping and material injury to SACU industry.

On 24 June 2016 the Commission notified the SACU industry through Notice No. 365 of 2016 in Government Gazette No.40088 that unless a substantiated request is made by the SACU industry, indicating that the expiry of the anti-dumping duties on the subject product originating in the USA would likely lead to the continuation or recurrence of dumping and material injury. The relevant anti-dumping duties on the subject product originating in or imported from the USA would expire on 04 April 2017.

On 25 October 2016 the International Trade Administration Commission of South Africa (the Commission) received a sunset review application from the South African Poultry Association.

The application was lodged by the South African Poultry Association, RCL Foods Pty Ltd and AFGRI Poultry (Pty) Ltd which constitute about 71.42 percent of SACU industry production of frozen bone in chicken portions from 01 July 2015 to 30 June 2016.

The Applicant submitted sufficient evidence and established a *prima facie* case to enable the Commission to arrive at a reasonable conclusion that a sunset review investigation should be initiated.

On 24 March 2017, the investigation was initiated through Notice number 207 of 2017 published in the Government Gazette No. 40717.

On initiation of the investigation, all known interested parties were informed and requested to respond to the relevant questionnaires and the non-confidential application.

A response to the importer's questionnaire was received from Merlog Foods (Pty) Ltd and was found to be deficient. Comments were received from an Association of Meat Importers and Exporters (AMIE).

No exporter's questionnaire responses were received from producers and exporters of frozen bone-in portions of fowls of the species *gallus domesticus* in the USA.

On 16 August 2017, essential facts letters were sent to the interested parties to allow comments on Commission's considerations prior to the final determination.

On 30 August 2017, comments were received from the Applicant, USA Poultry and Egg Export Council (USAPEEC), Association of Meat Importers and Exporters (AMIE) and Merlog Foods (Pty) Ltd.

After considering all interested parties comments, the dumping margin was determined based on facts available which is the information supplied by the applicant and contained in the application.

After considering all interested parties comments, the Commission made a final determination that the expiry of the anti-dumping duties on frozen bone-in portions of fowls of the species *gallus domesticus* originating in or imported from the USA would likely lead to the recurrence of dumping and continuation or recurrence of material injury to the SACU industry.

The Commission therefore made a final determination to recommend to the Minister of Trade and Industry that the anti-dumping duties on the subject product be maintained at 940c/kg for the following sub-tariff headings 0207.14.91, 0207.14.93, 0207.14.95, 0207.14.96, 0207.14.97, 0207.14.98 and 0207.14.99.

The Minister approved the Commission's recommendation. The Commission's detailed reasons for its decision are set out in Commission's Report No. 564 :Sunset review of the anti-dumping duties on frozen bone-in portions of fowls of the species *gallus domesticus* originating in or imported from the United States of America (USA): Final determination

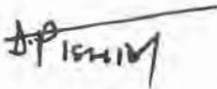
Enquiries may be directed to the investigating officer Ms Thuli Nkomo at +27 12 394-1190, email:tnkomo@itac.org.za.

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 185 OF 2017**FINANCIAL SERVICES BOARD****FINANCIAL MARKETS ACT, 2012****APPROVED AMENDMENTS TO THE JSE LISTINGS REQUIREMENTS**

I Dube Phineas Tshidi, Registrar of Securities Services, hereby give notice under section 11(6)(d) of the Financial Markets Act, 2012 (Act No. 19 of 2012) that the amendments to the JSE Listings Requirements have been approved. Please be advised that the approved amendments are available on the official website of the Financial Services Board (FSB) (www.fsb.co.za) and the website of the market infrastructure (www.jse.co.za).

The amendments come into operation on **Monday, 18 December 2017**.

**D P TSHIDI****REGISTRAR OF SECURITIES SERVICES**

BOARD NOTICE 186 OF 2017**FINANCIAL SERVICES BOARD****FINANCIAL MARKETS ACT, 2012****PROPOSED AMENDMENTS TO THE JSE EXCHANGE RULES- BLOCK TRADES
AND OFF-ORDER BOOK PRINCIPAL TRADES**

I, Dube Phineas Tshidi, Registrar of Securities Services, hereby give notice under section 71(3) (b) of the Financial Markets Act, 2012 (Act No. 19 of 2012) that the proposed amendments to the JSE Exchange Rules have been published on the official website of the Financial Services Board (www.fsb.co.za) for public comment. All interested persons who have any objections to the proposed amendments are hereby called upon to lodge their objections with the Registrar of Securities Services, at the following email address: Michael.Kabai@fsb.co.za, within a period of 14 days from the date of publication of this notice.

**D P TSHIDI****REGISTRAR OF SECURITIES SERVICES**

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