



MINISTER  
JUSTICE AND CORRECTIONAL SERVICES  
REPUBLIC OF SOUTH AFRICA



*tabled 05/02/20*

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Ref: 8/6/Alg/1  
Enq: Ms K Pillay  
E-mail: KalaPillay@justice.gov.za

Ms T R Modise, MP  
Speaker of the National Assembly  
P O Box 15  
CAPE TOWN  
8000

Dear Madame Speaker

**SUBMISSION OF LIST TO PARLIAMENT IN TERMS OF SECTION 17 OF THE  
INTERPRETATION ACT, 1957**

In terms of section 17 of the Interpretation Act, 1957 (Act No. 33 of 1957), a list of certain proclamations and government notices under which rules or regulations were made by the President or a Minister, must be submitted to Parliament within fourteen days after publication of the rules or regulations in the *Gazette*.

A list in this regard, for tabling in the National Council of Provinces, is attached.

With kind regards

**R LAMOLA, MP  
MINISTER OF JUSTICE AND CORRECTIONAL SERVICES**

DATE: *6/12/2019*



**PARLIAMENT**

The Minister of Justice and Correctional Services submitted:

List relating to Government Notice for 20 December 2019

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**PARLEMENT**

Die Minister van Justisie en Korrektiewe Dienste het voorgelê:

Lys betreffende Goewermenskennisgewing vir 20 Desember 2019

**DATE: 2 January 2020**

The Minister of Justice and Correctional Services submitted:  
List relating to Government Notices for 20 December 2019

<b>SHORT TITLE OF ACT</b>	<b>TITLE OF PROCLAMATION OR GOVERNMENT NOTICE (INDICATE PROCLAMATION WITH A (P) AND GOVERNMENT NOTICE WITH A (N))</b>	<b>NUMBER</b>	<b>REGULATION GAZETTE NUMBER</b>	<b>DATE</b>
Magistrates Act, 1993 (Act No.90 of 1993)	Magistrates Act, 90 of 1993: Regulations for Judicial Officers in the Lower Courts, 1993: Amendment (N)	R. 1692	42916	20-12-2019

**DATUM: 2 Januarie 2020**

Die Minister van Justisie en Korrektiewe Dienste het voorgelê:  
Lys betreffende Goewermentskennisgewings vir 20 Desember 2019

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<b>KORT TITEL VAN WET</b>	<b>TITEL VAN PROKLAMASIE OF GOEWERMENTSKENNISGEWING (DUI PROKLAMASIE MET 'N (P) EN GOEWERMENTSKENNISGEWING MET 'N (K) AAN)</b>	<b>NOMMER</b>	<b>REGULASIE- KOERANT NOMMER</b>	<b>DATUM</b>
Wet op Landdroste, 1993 (Wet No. 90 van 1993)	Wet op Landdroste, 1993: Regulasies vir Regterlike Beampies in die Laer Howe, 1993: Wysiging (K)	R. 1692	42916	20-12-2019

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# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

*Regulation Gazette*

**No. 11019**

*Regulasiekoerant*

Vol. 654

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December  
Desember

2019

No. 42916



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**IMPORTANT NOTICE OF OFFICE RELOCATION****government  
printing**Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICAPrivate Bag X85, PRETORIA, 0001 149 Bosman Street, PRETORIA  
Tel: 012 748 6197, Website: [www.gpwonline.co.za](http://www.gpwonline.co.za)**URGENT NOTICE TO OUR VALUED CUSTOMERS: PUBLICATIONS  
OFFICE'S RELOCATION HAS BEEN TEMPORARILY SUSPENDED.**

Please be advised that the GPW Publications office will no longer move to 88 Visagie Street as indicated in the previous notices.

The move has been suspended due to the fact that the new building in 88 Visagie Street is not ready for occupation yet.

We will later on issue another notice informing you of the new date of relocation.

We are doing everything possible to ensure that our service to you is not disrupted.

As things stand, we will continue providing you with our normal service from the current location at 196 Paul Kruger Street, Masada building.

Customers who seek further information and or have any questions or concerns are free to contact us through telephone 012 748 6066 or email Ms Maureen Toka at [Maureen.Toka@gpw.gov.za](mailto:Maureen.Toka@gpw.gov.za) or cell phone at 082 859 4910.

Please note that you will still be able to download gazettes free of charge from our website [www.gpwonline.co.za](http://www.gpwonline.co.za).

We apologise for any inconvenience this might have caused.

Issued by GPW Communications

**IMPORTANT NOTICE:**

**THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.**

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

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government  
printing  
Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

## HIGH ALERT: SCAM WARNING!!!

### TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

[PROCUREMENT@GPW-GOV.ORG](mailto:PROCUREMENT@GPW-GOV.ORG)

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

*GPW* has an official email with the domain as [@gpw.gov.za](mailto:@gpw.gov.za)

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

*GPW* will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

*Government Printing Works* gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.



### **Fake Tenders**

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

#### **How tender scams work**

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

#### **Protect yourself from being scammed**

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at [www.gpwonline.co.za](http://www.gpwonline.co.za)
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.  
Email: [Annamarie.DuToit@gpw.gov.za](mailto:Annamarie.DuToit@gpw.gov.za)

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.  
Email: [Bonakele.Mbhele@gpw.gov.za](mailto:Bonakele.Mbhele@gpw.gov.za)

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.  
Email: [Daniel.Legoabe@gpw.gov.za](mailto:Daniel.Legoabe@gpw.gov.za)

## Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** 2020

*The closing time is 15:00 sharp on the following days:*

- 24 December 2019, Tuesday for the issue of Friday 03 January 2020
- 03 January, Friday for the issue of Friday 10 January 2020
- 10 January, Friday for the issue of Friday 17 January 2020
- 17 January, Friday for the issue of Friday 24 January 2020
- 24 January, Friday for the issue of Friday 31 January 2020
- 31 February, Friday for the issue of Friday 07 February 2020
- 07 February, Friday for the issue of Friday 14 February 2020
- 14 February, Friday for the issue of Friday 21 February 2020
- 21 February, Friday for the issue of Friday 28 February 2020
- 28 February, Friday for the issue of Friday 06 March 2020
- 06 March, Friday for the issue of Friday 13 March 2020
- 13 March, Thursday for the issue of Friday 20 March 2020
- 20 March, Friday for the issue of Friday 27 March 2020
- 27 March, Friday for the issue of Friday 03 April 2020
- 02 April, Thursday for the issue of Thursday 09 April 2020
- 08 April, Wednesday for the issue of Friday 17 April 2020
- 17 April, Friday for the issue of Friday 24 April 2020
- 22 April, Wednesday for the issue of Thursday 30 April 2020
- 30 April, Thursday for the issue of Friday 08 May 2020
- 08 May, Friday for the issue of Friday 15 May 2020
- 15 May, Friday for the issue of Friday 22 May 2020
- 22 May, Friday for the issue of Friday 29 May 2020
- 29 May, Friday for the issue of Friday 05 June 2020
- 05 June, Friday for the issue of Friday 12 June 2020
- 11 June, Thursday for the issue of Friday 19 June 2020
- 19 June, Friday for the issue of Friday 26 June 2020
- 26 June, Friday for the issue of Friday 03 July 2020
- 03 July, Friday for the issue of Friday 10 July 2020
- 10 July, Friday for the issue of Friday 17 July 2020
- 17 July, Friday for the issue of Friday 24 July 2020
- 24 July, Friday for the issue of Friday 31 July 2020
- 31 July, Thursday for the issue of Friday 07 August 2020
- 06 August, Thursday for the issue of Friday 14 August 2020
- 14 August, Friday for the issue of Friday 21 August 2020
- 21 August, Friday for the issue of Friday 28 August 2020
- 28 August, Friday for the issue of Friday 04 September 2020
- 04 September, Friday for the issue of Friday 11 September 2020
- 11 September, Friday for the issue of Friday 18 September 2020
- 17 September, Thursday for the issue of Friday 25 September 2020
- 25 September, Friday for the issue of Friday 02 October 2020
- 02 October, Friday for the issue of Friday 09 October 2020
- 09 October, Friday for the issue of Friday 16 October 2020
- 16 October, Friday for the issue of Friday 23 October 2020
- 23 October, Friday for the issue of Friday 30 October 2020
- 30 October, Friday for the issue of Friday 06 November 2020
- 06 November, Friday for the issue of Friday 13 November 2020
- 13 November, Friday for the issue of Friday 20 November 2020
- 20 November, Friday for the issue of Friday 27 November 2020
- 27 November, Friday for the issue of Friday 04 December 2020
- 04 December, Friday for the issue of Friday 11 December 2020
- 10 December, Thursday for the issue of Friday 18 December 2020
- 17 December, Thursday for the issue of Friday 24 December 2020
- 23 December, Wednesday for the issue of Friday 31 December 2020

## LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2018**

### NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

### EXTRA-ORDINARY

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

The pricing structure for National and Provincial notices which are submitted as Extra ordinary submissions will be charged at R3026.32 per page.

### GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

#### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website [www.gpwonline.co.za](http://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 Gazettes	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi-Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
Extraordinary Gazettes	As required	Any day of the week	Before 10h00 on publication date	Before 10h00 on publication date
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

This gazette is also available free online at [www.gpwonline.co.za](http://www.gpwonline.co.za)

**GOVERNMENT PRINTING WORKS - BUSINESS RULES**

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

**EXTRAORDINARY GAZETTES**

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

**NOTICE SUBMISSION PROCESS**

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the Government Printing Works website [www.gpwonline.co.za](http://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](mailto:submit.egazette@gpw.gov.za). The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted must be accompanied by an official GPW quotation. This must be obtained from the eGazette Contact Centre.
8. Each notice submission should be sent as a single email. The email must contain all documentation relating to a particular notice submission.
- 8.1. Each of the following documents must be attached to the email as a separate attachment:
- 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
- 8.1.1.1. For National Government Gazette or Provincial Gazette notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
- 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
- 8.1.2. A copy of the official Government Printing Works quotation you received for your notice. *(Please see Quotation section below for further details)*
- 8.1.3. A valid and legible Proof of Payment / Purchase Order: Government Printing Works account customer must include a copy of their Purchase Order. Non-Government Printing Works account customer needs to submit the proof of payment for the notice
- 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should also be attached as a separate attachment. *(Please see the Copy Section below, for the specifications).*
- 8.1.5. Any additional notice information if applicable.

**GOVERNMENT PRINTING WORKS - BUSINESS RULES**

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to GPW by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

**QUOTATIONS**

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

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

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

**CANCELLATIONS**

21. Cancellation of notice submissions are accepted by GPW according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be 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](mailto: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](mailto:info.egazette@gpw.gov.za) before publication.
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**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT**

NO. R. 1692

20 DECEMBER 2019

**MAGISTRATES ACT, 1993 (ACT NO. 90 OF 1993)  
REGULATIONS FOR JUDICIAL OFFICERS IN THE LOWER COURTS, 1993: AMENDMENT**

The Minister of Justice and Correctional Services has, under section 16 of the Magistrates Act, 1993 (Act No. 90 of 1993), on the recommendation of the Magistrates Commission, made the Regulations in the Schedule.

**SCHEDULE****Definitions**

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 361 of 11 March 1994, as amended by Government Notices Nos. R. 644 of 1 April 1994, R. 1407 of 11 August 1994, R. 1808 of 17 October 1994, R. 1707 of 27 October 1994, R. 1791 of 17 November 1995, R. 72 of 26 January 1996, R. 331 of 1 March 1996, R. 957 of 7 June 1996, R. 1178 of 19 July 1996, R. 1242 of 2 August 1996, R. 1340 of 12 August 1996, R. 1567 of 27 September 1996, R. 1627 of 1 October 1996, R. 178 of 7 February 1997, R. 421 of 20 March 1997, R. 1081 of 8 August 1997, R. 274 of 20 February 1998, R. 997 of 7 August 1998, R. 56 of 15 January 1999, R. 1498 of 17 December 1999, R. 1339 of 26 September 2003, R. 1593 of 31 October 2003, R. 50 of 26 January 2012 and R. 933 of 7 September 2018.

**Amendment of the Arrangement of the Regulations**

2. The Arrangement of the Regulations in Part XII, Chapter II of the Regulations is hereby amended by—

(a) the substitution for the expressions "38. Leave", "38A. Maternity leave", "38B. Adoption leave", "38C. Family responsibility leave" and "39. Leave gratuity" of the following expressions:

- "38. Vacation leave accrued
- 38A. Vacation and sick leave provisioning
- 38B. Leave taken which affects leave provisioning
- 38C. Leave registers
- 39. Discounting of leave"; and

(b) the insertion of the following expressions after the expression "38C. Family responsibility leave":

- "38D. Recording of vacation and sick leave credits in the leave register

- 38E. Application for leave and granting thereof
- 38F. Compulsory vacation leave
- 38G. Leave gratuities
- 38H. Calculation of leave gratuities and payment thereof
- 38I. Vacation leave without remuneration
- 38J. Normal sick leave provisioning
- 38K. Special sick leave
- 38L. Special leave with remuneration
- 38M. Pre-natal leave
- 38N. Special leave for pregnancy and confinement
- 38O. Special leave for adoption
- 38P. Special leave for family responsibility
- 38Q. Special leave for resettlement as result of a transfer
- 38R. Exceptional special leave
- 38S. Waiver of right to unreduced salary or remuneration".

### **Substitution of regulations 38, 38A, 38B and 38C of the Regulations**

3. Regulations 38, 38A, 38B and 38C of the Regulations are hereby substituted for the following regulations:

#### **"Vacation leave accrued**

38. (1) The accumulated vacation leave of a magistrate holding office immediately before the date of the commencement of the regulations contained in this Chapter (hereafter referred to as the fixed date) must remain to the credit of such a magistrate and be converted to capped leave in terms of sub-regulation (2).

(2) The vacation leave credit of a magistrate, which exists at the fixed date, consisting of calendar days, must be converted to working days by applying the following formula:

$$\frac{A \times 5}{7}$$

where –

- A: represents the magistrate's audited vacation leave credit accrued prior to the fixed date
- 5: represents the number of working days per week
- 7: represents the number of calendar days in a week.

#### **Vacation and sick leave provisioning**

38A. (1) A magistrate is entitled to 30 working days' vacation leave per calendar year, starting on 1 January each year.

(2) A magistrate's vacation leave must be taken within a three year leave cycle, as follows:

- (a) In the first year of a leave cycle, a magistrate may take all the leave that he or she is entitled to, but must take at least ten consecutive days' leave.
- (b) If a magistrate does not take all his or her leave days within the first calendar year, the remaining leave days, to a maximum of 15, are carried over to the next (second) calendar year of the cycle.
- (c) In the second year of a leave cycle, a magistrate may take all of his or her leave days, as well as the number of days carried over from the first calendar year, but must take at least ten consecutive days' leave.
- (d) If a magistrate does not take all the leave which he or she is entitled to take during the second calendar year, the remaining leave days, to a maximum of 30, are carried over to the third calendar year of the cycle.
- (e) In the third year of a leave cycle, a magistrate may take all of his or her leave days, as well as the number of days carried over from the second calendar year.
- (f) Any vacation leave not taken by the end of the third calendar year shall lapse.

(3) Except where these regulations provide otherwise, vacation and sick leave of a magistrate must be approved by an approving functionary as contemplated in regulation 38E(4).

(4) A magistrate is entitled to 86 working days' sick leave in each tri-annual sick leave cycle, as determined in regulation 38J(1) with remuneration.

(5) A magistrate who is appointed during a leave cycle, is entitled to vacation and sick leave in accordance with these regulations, as calculated on a *pro rata*-basis in accordance with the following formulae:

(a) Vacation leave

$$\frac{30}{260.714} \times \frac{A}{1} = B$$

Where-

30: represents annual accrual of working days' vacation leave

260.714: represents working days per annum

A: represents working days of service in the calendar year in question

B: represents working days accrual (a part of a day is regarded as one day).

(b) Sick leave

$$\frac{86}{260.714} \times \frac{1}{3} \times \frac{A}{1} = B$$

Where-

86: represents tri-annual accrual of working days sick leave

260.714: represents working days per annum

3: represents years in leave cycle

A: represents working days of service in the sick leave cycle

B: represents working days accrual (a part of a day is regarded as one day).

#### Leave taken which affects leave provisioning

38B. Leave taken without remuneration, or when a magistrate is suspended from service without remuneration, or sick leave taken without remuneration which exceeds 15 working days in the aggregate in the month in which such excess occurs, must not be regarded as service and must be negated for purposes of leave provisioning in terms of regulation 38J.

#### Leave registers

38C. (1) The Department must keep a leave register in respect of each magistrate in which all credits and absences from duty must be recorded.

(2) All applications for leave must be filed for audit and other purposes in the office of the Department where the leave register is kept as well as on each magistrate's personal file.

(3) The approving functionary contemplated in regulation 38E(4), must, within 10 working days of the granting of leave of a magistrate, cause such approval to be submitted to the office of the Department where the leave register is kept for recording purposes.

#### Insertion of regulations 38D to 38S in the Regulations

4. The following regulations are hereby inserted in the Regulations after regulation 38C of the Regulations:

##### \*Recording of vacation and sick leave credits in leave register

38D. (1) The full complement of vacation leave credits contemplated in regulation 38A(1), must be recorded to the credit of a magistrate at the commencement of each calendar year.

(2) Vacation leave credits must, from the date of assumption of office, be recorded to the credit of a magistrate on a *pro rata* basis, as contemplated in regulation 38A(5), if a magistrate commences duty within a vacation leave cycle.

(3) Vacation leave credits must, on a *pro rata* basis, as contemplated in regulation 38A(5), be reduced if a magistrate vacates his or her office during the vacation leave cycle.

(4) The full complement of sick leave credits, contemplated in regulation 38A(4), must be recorded to the credit of a magistrate at the commencement of the sick leave cycle, or on assumption of duty within a sick leave cycle, and may not be reduced on a *pro rata* basis should a magistrate vacate his or her office during the sick leave cycle.

#### Application for leave and granting thereof

38E. (1) An application for leave must be made in writing.

(2) Sick leave may be granted if, owing to illness, a magistrate cannot perform his or her duties for a specified period.

(3) The granting of leave of a regional court president and of a chief magistrate is subject to approval by the Minister, as the approving functionary.

(4) Leave of a magistrate, other than a magistrate referred to in regulation 38E(3), must be approved, in the case of-

(a) a regional court magistrate, by the regional court president in question, as the approving functionary;

(b) a magistrate of a district court, by the chief magistrate concerned, as the approving functionary.

(5) A refusal of an application for vacation leave or a withdrawal of vacation or any other or special leave already granted, must be in writing, stating the reason and arrangements for the rescheduling thereof.

(6) (a) A magistrate who is aggrieved by the refusal of his or her application for vacation leave may, within five working days, lodge representations with the approving functionary in question, who must reconsider the application within five working days and inform the magistrate concerned, in writing, of his or her decision, stating the reasons therefor.

(b) If, on such reconsideration, the application is turned down, the magistrate in question may, within five working days, lodge representations with the Minister.

(c) If representations is lodged with the Minister in terms of paragraph (b), the Minister may, after obtaining the additional information that he or she considers necessary from the approving functionary and the magistrate in question, turn down or approve the application for leave.

#### Compulsory vacation leave

38F. All vacation leave credit in the vacation leave cycle must be utilised within the leave cycle, but not more than 10 unused leave days may be utilised within the first three months of the following leave cycle.

#### Leave gratuities

38G. (1) The cash value in respect of unused vacation leave accrued during the last year of service of a magistrate must be calculated in accordance with regulation 38H and be paid to a magistrate on vacating his or her office for any reason.

(2) A leave gratuity calculated in accordance with regulation 38H, must be paid to a magistrate in respect of capped vacation leave to his or her credit on vacation of office for any reason.

#### Calculation of leave gratuities and payment thereof

38H. (1) The amount of leave gratuity is calculated as follows:

$\frac{A \times B}{260.714}$   
where -

A: represents the annual salary of the magistrate which is payable to him or her on the last day of his or her service

B: represents the number of vacation leave days that could not be taken as stipulated in regulation 38A, or represents the magistrate's capped vacation leave and the

accumulated leave credit during his or her last year of service, excluding a part of a day, standing to his or her credit on the last day of his or her service

260.714: represents the number of working days in a year.

(2) An adjustment of the amount of the leave gratuity paid to a magistrate must be made when an increase in salary is implemented after the termination of his or her services, with retrospective effect for the period between the date of such increase and the date of such termination.

(3) A magistrate may, in writing, request the Department to pay leave gratuity owed to him or her upon his or her death, to a beneficiary, including a trust, identified by him or her.

(4) Leave gratuity owed to a magistrate is payable—

(a) directly to him or her;

(b) upon his or her death—

(i) to a beneficiary or trust contemplated in sub-regulation (3);

(ii) if no beneficiary or trust was identified, to—

(aa) the surviving spouse or a registered partner contemplated in Part XXII of these Regulations; or

(bb) the estate of the magistrate in the event of there being no surviving spouse or partner.

(5) The leave gratuity, which on termination of service, other than by death of the magistrate, is payable to a magistrate, may be used as a set-off against any departmental debt for which he or she is liable.

#### Vacation leave without remuneration

38I. (1) All vacation leave with remuneration to a magistrate's credit must first be exhausted before vacation leave without remuneration may be granted to him or her.

(2) For purposes of calculating the amount to be deducted from a magistrate's remuneration *in lieu* of vacation leave granted without remuneration, the following formula applies:

$\frac{A \times B}{260.714}$

260.714

Where –

A: represents the magistrate's remuneration

B: represents the number of working days annual leave without remuneration

260.714: represents the number of working days per year.

#### Normal sick leave provisioning

38J. (1) The sick leave cycle of a magistrate is deemed to have commenced on a fixed common date, namely on 1 January 2019, and on each third anniversary of that date.

(2) Sick leave accrues to a magistrate on the first day of a cycle and, with effect from that day, the full provision of the relative cycle may be granted to him or her if the other provisions of these Regulations are complied with.

(3) A magistrate appointed after the commencement of a sick leave cycle may be granted the full leave provisioning of that cycle.

(4) Unused sick leave in a particular cycle lapses at the end of that cycle.

(5) A magistrate may be granted the maximum number of working days of sick leave with remuneration provided for in regulation 38A(4) and (5) during a three year sick leave cycle.

(6) A magistrate may, on application in writing to the Minister, be granted vacation leave which he or she may have to his or her credit, *in lieu* of sick leave with half salary: Provided that –

(a) such application is submitted not later than one calendar month after he or she has resumed duty;

(b) the number of days' vacation leave so granted may not exceed 260 working days in the aggregate in any sick leave cycle; and

(c) the Minister is satisfied that the magistrate concerned is not at that stage permanently unfit for the resumption of his or her normal duties.

(7) Sub-regulation (6) may also be applied in respect of a magistrate's absence owing to illness after steps have been taken to remove him or her from office on the grounds of ill health.

(8) Once the vacation leave referred to in sub-regulation (6) or (7) has been granted to a magistrate, and he or she has received remuneration in respect thereof, such leave may not be reconverted into sick leave with half salary.

(9) A magistrate, who—

- (a) has been granted the maximum number of working days of sick leave as contemplated in regulation 38A (4) and (5);
  - (b) has utilised vacation leave *in lieu* of sick leave as contemplated in sub-regulation (6) to (8); and
  - (c) is not yet able to resume his or her normal duties,
- may apply, in writing, stating the reasons and submitting a medical certificate to the Minister, for further sick leave with half salary.

(10) The Minister may grant further sick leave with half salary, not exceeding 86 working days in the aggregate in any one cycle, which grant may be made in respect of separate periods of absence and any illness if—

- (a) the Minister is satisfied that the magistrate, at that particular time, is not permanently unfit to resume his or her normal duties; and
- (b) the magistrate has no vacation leave, including capped leave, to his or her credit.

(11) If a magistrate has used his or her remunerated or half salaried sick leave and vacation leave provided for in these Regulations, he or she may, upon application in writing, be granted sick leave without remuneration not exceeding one year in the aggregate in any particular cycle.

(12) A magistrate may not, other than in terms of this regulation and during a particular sick leave cycle, be granted any further leave to cover his or her absence from duty owing to illness, except on the recommendation of the Commission.

(13) If a magistrate to whom vacation leave has been granted, becomes ill after the vacation leave has commenced, that portion of the said vacation leave in respect of which he or she submits a medical certificate, may be converted into sick leave, provided the necessary sick leave is available in terms of these Regulations.

(14) A magistrate who has completed at least ten years continuous service may, during the remainder of his or her service, if the sick leave provisioning in terms of these Regulations is insufficient, be granted an additional non-recurrent 86 working days sick leave with remuneration and, when granting such additional sick leave, the other provisions of these Regulations apply with the necessary changes required by the context.

(15) Any unused portion of the additional working days sick leave, contemplated in sub-regulation (14), is carried forward to the following cycle or cycles.

(16) Additional working days sick leave granted in terms of sub-regulation (14) must be recorded as such in the leave register.

#### **Special sick leave**

**38K.** (1) A magistrate who is absent from duty owing to an injury sustained in an accident, or owing to a disease contracted in the course of, and as a result of, his or her duties, must be granted special sick leave with remuneration, to a maximum of 130 consecutive working days, for the period that he or she is incapable to perform his or her normal duties.

(2) The Minister must, after the period referred to in sub-regulation (1) has lapsed, and the magistrate is still unable to resume his or her duties, cause an investigation to be conducted—

- (a) to determine the capacity of the magistrate to resume his or her duties within a further period of not more than 130 consecutive working days; or
- (b) in terms of Part VI of these Regulations.

(3) The Minister may grant additional special sick leave with remuneration, or half salary, or without any remuneration for a further maximum period of six calendar months if, after an investigation in terms of sub-regulation (2)(a), a magistrate will be able to resume his or her duties within such further period.

(4) Special sick leave in terms of this regulation may be granted notwithstanding the fact that the accident is attributable to the negligent conduct of the magistrate.

#### Special leave with remuneration

**38L.** Special leave with remuneration, including any period actually and necessarily utilised in travelling for the purpose for which the leave is granted, may be granted to a magistrate—

- (a) for pre-natal examinations and tests, pregnancy and confinement as provided for in regulations 38M to 38N;
- (b) for adoption as provided for in regulation 38O;
- (c) for family responsibility as provided for in regulation 38P;
- (d) for resettlement on transfer as provided for in regulation 38Q; or
- (e) when, in the case of a disabled magistrate, he or she must attend a training course related to his or her disability, or when the equipment used by him or her, in connection with his or her disability, must go for maintenance work.

#### Pre-Natal Leave

**38M.** A pregnant magistrate is entitled to eight working days pre-natal leave, per pregnancy, allowing the magistrate to attend medical examinations by a medical practitioner or midwife, and tests related to the pregnancy.

#### Special leave for pregnancy and confinement

**38N.** (1) Special leave with remuneration may be granted to a magistrate regardless of marital status, for purposes of pregnancy and confinement.

(2) A magistrate may, per confinement, be granted a maximum of four consecutive calendar months' maternity leave with remuneration, commencing at any time from four weeks before the expected date of birth, or on a prior date from which the attending medical practitioner certifies that the granting of leave from such a date is necessary for the magistrate's health or that of the unborn child.

(3) A magistrate may not commence with normal official duties for at least four weeks after the birth of her child, unless the attending practitioner certifies that she is fit to do so.

(4) Maternity leave may be utilised before and after the confinement but must, in all cases, be uninterrupted and continuous with the confinement.

(5) Notwithstanding sub-regulation (4), maternity leave may be interrupted, if—

- (a) a magistrate so chooses if the child is born prematurely and is hospitalised during the maternity leave;
- (b) a magistrate so chooses if the child becomes ill and is hospitalised for a period longer than a month during the maternity leave; or
- (c) the magistrate falls ill during the maternity leave:

Provided that if the magistrate chooses to interrupt her maternity leave, or falls ill, she may, for the period of interruption, utilise her annual leave or unpaid leave, but if the magistrate does not have enough annual leave available, or, in the event of illness, the magistrate may utilise her sick leave.

(6) A magistrate who has interrupted her maternity leave as contemplated in sub-regulation (5), and fails to return to work after the four weeks contemplated in sub-regulation (3) has expired, must cover that period with annual leave, or, if the magistrate does not have enough annual leave available, with unpaid leave.

(7) A magistrate may apply for an extension of maternity leave by the granting of—

- (a) annual leave;
- (b) unpaid leave for a period not exceeding six calendar months if the magistrate does not have enough annual leave available; or
- (c) sick leave as a result of a medical complication.

(8) (a) Sick leave may be granted due to absence from duty as a result of miscarriage, stillbirth or termination of pregnancy on medical grounds, before the third trimester of pregnancy and before a period of maternity leave commences.



(b) If the miscarriage, stillbirth or termination of pregnancy on medical grounds occurs during the third trimester of pregnancy, or after the period of maternity leave has commenced, the magistrate will be eligible for six consecutive weeks' maternity leave that will commence after the miscarriage, stillbirth or termination of pregnancy on medical grounds, whereafter sick leave as a result of a medical complication may be granted.

(c) If the miscarriage, stillbirth or termination of pregnancy on medical grounds occurs after the period of maternity leave has commenced, the period prior to the miscarriage, stillbirth or termination of pregnancy on medical grounds must be regarded as maternity leave.

#### **Special leave for adoption**

**38O. (1)** A magistrate who legally adopts a child that is not older than 24 months on the date of adoption, qualifies for adoption leave to a maximum of 45 working days commencing from the date that the adopted child takes up residence with the adoptive parent.

(2) Adoption leave may be extended, upon application by a magistrate, by the granting of—

(a) annual leave; or

(b) unpaid leave for a period not longer than six calendar months, if the magistrate does not have enough annual leave available.

(3) If the spouse or registered partner of a magistrate contemplated in sub-regulation (1) is also a magistrate, that spouse or partner is entitled to the family responsibility leave as contemplated in regulation 38P(1).

#### **Special leave for family responsibility**

**38P. (1)** A magistrate may be granted not more than five working days family responsibility leave per annual leave cycle for utilisation if—

(a) the magistrate's spouse or registered partner gives birth;

(b) the magistrate's spouse or registered partner adopts a child that is not older than 24 months on the date of adoption; or

(c) the magistrate's child, including an adopted child, spouse or registered partner, is sick.

(2) A magistrate may be granted not more than five working days family responsibility leave per year for utilisation if the magistrate's child, including an adopted child, grandchild, spouse or registered partner, parent, adoptive parent, sibling, grandparent or parent-in-law dies.

(3) A magistrate who has utilised all his or her family responsibility leave may, subject to the approval of the Minister, apply to use—

(a) available annual leave; or

(b) unpaid leave for a period not longer than six calendar months, in the event of the magistrate not having enough annual leave available.

#### **Special leave for resettlement as result of transfer**

**38Q. (1)** Two consecutive working days special leave with remuneration may be granted to a magistrate who is transferred to new headquarters for a single prior visit to such new headquarters.

(2) Two working days special leave with remuneration for the purpose of resettlement may be granted to a magistrate who is transferred.

#### **Exceptional special leave**

**38R.** If, in exceptional circumstances, the Minister is satisfied that leave for which no provision has been made in these Regulations should be granted in a specific case, the Minister may, on the recommendation of the approving functionary concerned, grant such leave on the conditions the Minister deems necessary, whether it be leave with remuneration or leave with reduced or no remuneration.

**Waiver of right to unreduced salary or remuneration**

38S. A magistrate may only be granted leave with half salary or without remuneration, upon waiving, in writing, his or her right to unreduced remuneration as provided for in section 12(6) of the Act."

**Substitution of regulation 39 of the Regulations**

5. The following regulation is hereby substituted for regulation 39 of the Regulations:

**"Discounting of leave**

39. (1) A magistrate may, after 20 years' uninterrupted service in the office of magistrate, discount a maximum of 10 days of his or her available vacation leave.

(2) A magistrate may, after 30 years' uninterrupted service in the office of magistrate, discount 20 days of his or her available vacation leave, or 10% of his or her available vacation leave, whichever is the most.

(3) For purposes of sub-regulations (1) and (2), 'uninterrupted service in the office of magistrate' includes service in the Public Service immediately before appointment as a magistrate."

**Commencement**

6. These Regulations come into operation on 1 January 2020.

## DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 1692

20 DESEMBER 2019

**WET OP LANDDROSTE, 1993 (WET NO. 90 VAN 1993)  
REGULASIES VIR REGTERLIKE BEAMPTES IN DIE LAER HOWE, 1993: WYSIGING**

Die Minister van Justisie en Korrektiewe Dienste het, kragtens artikel 16 van die Wet op Landdroshowe, 1993 (Wet No. 90 van 1993), op aanbeveling van die Landdrostekommissie, die regulasies in die Bylae uitgevaardig.

**BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken "die Regulasies" die regulasies gepubliseer by Goewermentskennisgewing No. R. 361 van 11 Maart 1994, soos gewysig by Goewermentskennisgewings No's. R. 644 van 1 April 1994, R. 1407 van 11 Augustus 1994, R. 1808 van 17 Oktober 1994, R. 1707 van 27 Oktober 1994, R. 1791 van 17 November 1995, R. 72 van 26 Januarie 1996, R. 331 van 1 Maart 1996, R. 957 van 7 Junie 1996, R. 1178 van 19 Julie 1996, R. 1242 van 2 Augustus 1996, R. 1340 van 12 Augustus 1996, R. 1567 van 27 September 1996, R. 1627 van 1 Oktober 1996, R. 178 van 7 Februarie 1997, R. 421 van 20 Maart 1997, R. 1081 van 8 Augustus 1997, R. 274 van 20 Februarie 1998, R. 997 van 7 Augustus 1998, R. 56 van 15 Januarie 1999, R. 1498 van 17 Desember 1999, R. 1339 van 28 September 2003, R. 1593 van 31 Oktober 2003, R. 50 van 26 Januarie 2012 en R.933 van 7 September 2018.

**Wysiging van die Indeling van die Regulasies**

2. Die Indeling van die Regulasies in Deel XII, Hoofstuk II van die Regulasies word hierby gewysig deur—

(a) die uitdrukking "38. Verlof", "38A Kraamverlof", "38B. Aannemingsverlof", "38C. Gesinsverantwoordelikeverlof" en "39. Verlofgratifikasie" deur die volgende uitdrukking te vervang:

- "38. Opgeloopte vakansieverlof
- 38A. Voorsiening vir vakansie- en siekverlof
- 38B. Verlof geneem wat verlofvoorsiening raak
- 38C. Verlofregisters
- 39. Verdiskontering van verlof; en

(b) die volgende uitdrukking na die uitdrukking "38C. Gesinsverantwoordelikeverlof" in te voeg:

- "38D. Aantekens van vakansie- en siekverlofkrediete in die verlofregister
- 38E. Aansoek om verlof en toestaan daarvan
- 38F. Verpligte vakansieverlof

- 38G. Verlofgratifikasie
- 38H. Berekening van verlofgratifikasie en betaling daarvan
- 38I. Vakansieverlof sonder vergoeding
- 38J. Normale siekverlofvoorsiening
- 38K. Spesiale siekverlof
- 38L. Spesiale verlof met vergoeding
- 38M. Voorgeboorteverlof
- 38N. Spesiale verlof vir swangerskap en bevalling
- 38O. Spesiale verlof vir aanneming
- 38P. Spesiale verlof vir gesinsverantwoordelikheid
- 38Q. Spesiale verlof vir hervestiging as gevolg van verplasing
- 38R. Buitengewone spesiale verlof
- 38S. Afstanddoening van reg op onverminderde salaris of vergoeding".

### Vervanging van regulasies 38, 38A, 38B en 38C van die Regulasies

3. Regulasies 38, 38A, 38B en 38C van die Regulasies word hierby deur die volgende regulasies vervang:

#### \*Opgeloopte vakansieverlof

38. (1) Die opgeloopte vakansieverlof van 'n landdros wat die amp beklee onmiddellik voor die inwerkingtreedingsdatum van die regulasies in hierdie Hoofstuk vervat (hierna die vasgestelde datum genoem) bly op die krediete van daardie landdros en word ingevolge subregulasie (2) na opgehoopte verlof omgeskakel.

(2) Die vakansieverlofkrediet van 'n landdros, wat op die vasgestelde datum bestaan, bestaande uit kalenderdae, moet na werksdae omgeskakel word deur die volgende formule toe te pas:

$$\frac{A \times 5}{7}$$

waar-

- A: die landdros se geouditeerde vakansieverlofkrediete opgeloopt voor die vasgestelde datum verteenwoordig
- 5: die getal werksdae per week verteenwoordig
- 7: die getal kalenderdae in 'n week verteenwoordig.

#### Voorziening vir vakansie- en siekverlof

38A. (1) 'n Landdros is geregtig op 30 werksdae vakansieverlof per kalenderjaar, wat op 1 Januarie elke jaar begin.

(2) 'n Landdros se vakansieverlof moet binne 'n driejaarverlofsiklus geneem word, soos volg:

- (a) In die eerste jaar van 'n verlofsiklus, kan 'n landdros al die verlof neem waarop hy of sy geregtig is, maar moet ten minste tien opeenvolgende dae verlof neem.
- (b) Indien 'n landdros nie al sy of haar verlofdae binne die eerste kalenderjaar neem nie, word die oorblywende verlofdae, hoogstens 15, na die volgende (tweede) kalenderjaar van die siklus oorgedra.
- (c) In die tweede jaar van 'n verlofsiklus, kan 'n landdros al sy of haar verlofdae neem, asook die getal dae uit die eerste kalenderjaar oorgedra, maar moet ten minste 10 opeenvolgende dae verlof neem.
- (d) Indien 'n landdros nie al die verlof neem waarop hy of sy in die tweede kalenderjaar geregtig is nie, word die oorblywende verlofdae, hoogstens 30, na die derde kalenderjaar van die siklus oorgedra.
- (e) In die derde jaar van 'n verlofsiklus, kan 'n landdros al sy of haar verlofdae neem, asook die getal dae uit die tweede kalenderjaar oorgedra.
- (f) Enige vakansieverlof wat teen die einde van die derde kalenderjaar nie geneem is nie, sal verval.

(3) Behalwe waar hierdie regulasies anders bepaal, moet vakansie- en siekverlof van 'n landdros deur 'n goedkeuringsfunksionaris goedgekeur word soos in regulasie 38E(4) beoog.

(4) 'n Landdros is geregtig op 86 werksdae siekverlof in elke driejaarverlofsiklus, soos in regulasie 38J(1) bepaal, met vergoeding.

(5) 'n Landdros wat tydens 'n verlofsiklus aangestel word, is geregtig op vakansie- en siekverlof ooreenkomstig hierdie regulasies, soos op 'n *pro rata*-grondslag volgens die volgende formule bereken:

(a) Vakansieverlof

$$\frac{30}{260.714} \times \frac{A}{1} = B$$

Waar-

30: jaarlikse oploping van werksdae vakansieverlof verteenwoordig

260.714: werksdae per jaar verteenwoordig

A: werksdae aan diens in die betrokke kalenderjaar verteenwoordig

B: werksdae opgehoop ('n deel van 'n dag word as een dag beskou) verteenwoordig.

(b) Siekverlof

$$\frac{86}{260.714} \times \frac{1}{3} \times \frac{A}{1} = B$$

Waar-

86: driejaarlikse oploping van werksdae siekverlof verteenwoordig

260.714: werksdae per jaar verteenwoordig

3: jare in verlofsiklus verteenwoordig

A: werksdae van diens in die siekverlofsiklus verteenwoordig

B: werksdae opgehoop ('n deel van 'n dag word as een dag beskou) verteenwoordig.

#### Verlof geneem wat verlofvoorsiening raak

38B. (1) Verlof sonder vergoeding geneem, of wanneer 'n landdros sonder vergoeding uit diens geskors word, of wanneer siekverlof sonder vergoeding geneem word wat altesaam 15 werksdae oorskry in die maand waarin sodanige oorskryding voorkom, moet nie as diens beskou word nie en moet afgewys word vir die doeleindes van verlofvoorsiening ingevolge regulasie 38J.

#### Verlofregisters

38C. (1) Die Departement moet 'n verlofregister hou vir elke landdros waarin alle krediete en afwesigheid van diens aangeteken moet word.

(2) Alle aansoeke om verlof moet vir oudit- en ander doeleindes in die kantoor van die Departement waar die verlofregister gehou word, asook op elke landdros se persoonlike lêer, geliasseer word.

(3) Die goedkeurende funksionaris soos beoog in regulasie 38E(4), moet binne 10 werksdae vanaf die toestaan van 'n landdros se verlof, sodanige goedkeuring by die kantoor van die Departement waar die verlofregister gehou word, laat indien vir opname."

#### Invoeging van regulasies 38D tot 38S in die Regulasies

4. Die volgende regulasies word hierby na regulasie 38C van die Regulasies in die Regulasies ingevoeg:

##### "Aantekens van vakansie- en siekverlofkrediete in die verlofregister

38D. (1) Die volle getal vakansieverlofkrediete soos in regulasie 38A(1) beoog, moet aan die begin van elke kalenderjaar op die krediet van 'n landdros aangeteken word.

(2) Vakansieverlofkrediete moet, vanaf die datum waarop die amp opgeneem is, op die krediet van 'n landdros aangeteken word op 'n *pro rata*-grondslag soos beoog in regulasie 38A(5) indien 'n landdros binne 'n vakansieverlofsiklus diens begin.

(3) Vakansieverlofkrediete moet, op 'n *pro rata*-grondslag, soos in regulasie 38A(5) beoog, verminder word indien 'n landdros sy of haar amp tydens die vakansieverlofsiklus ontruim.

(4) Die volle getal siekverlofkrediete soos in regulasie 38A(4) beoog, moet op die krediet van 'n landdros aangeteken word by die aanvang van die siekverlofsiklus, of by die opneem van diens binne 'n siekverlofsiklus en mag nie op 'n *pro rata*-grondslag verminder word indien 'n landdros sy of haar amp tydens die siekverlofsiklus ontruim nie.

#### Aansoek om verlof en toestaan daarvan

38E. (1) 'n Aansoek om verlof moet skriftelik gedoen word.

(2) Siekverlof kan toegestaan word indien 'n landdros nie sy of haar pligte weens siekte vir 'n bepaalde tydperk kan verrig nie.

(3) Die toestaan van verlof van 'n streekhof-president en van 'n hooflanddros is onderhewig aan goedkeuring deur die Minister, as die goedkeurende funksionaris.

(4) Verlof van 'n landdros, behalwe 'n landdros in regulasie 38E(3) bedoel, moet goedgekeur word, in die geval van-

(a) 'n streekhoflanddros, deur die betrokke streekhof-president, as die goedkeurende funksionaris;

(b) 'n landdros van 'n distrikshof, deur die betrokke hooflanddros, as die goedkeurende funksionaris.

(5) 'n Weiering van 'n aansoek om vakansieverlof of 'n terugtrekking van vakansie- of enige ander of spesiale verlof wat reeds toegestaan is, moet skriftelik wees en die rede en reëling vir die herskedulering daarvan moet voorsien word.

(6) (a) 'n Landdros wat te na gekom voel deur die weiering van sy of haar aansoek om vakansieverlof, kan binne vyf werksdae vertoë by die goedkeurende funksionaris indien, wat die aansoek om verlof binne vyf dae moet heroorweeg en die betrokke landdros skriftelik van sy of haar besluit, met redes daarvoor, moet inlig.

(b) Indien die aansoek by heroorweging afgewys word, kan die betrokke landdros binne vyf dae vertoë by die Minister indien.

(c) Indien vertoë ingevolge paragraaf (b) by die Minister ingedien word, kan die Minister, ná verkryging van bykomende inligting wat hy of sy nodig ag van die goedkeurende funksionaris en die betrokke landdros, die aansoek om verlof van die hand wys of goedkeur.

#### Verpligte vakansieverlof

38F. Al die vakansieverlofkrediete in die vakansieverlofsiklus moet binne die verlofsiklus gebruik word, maar nie meer as 10 ongebruikte verlofdae mag binne die eerste drie maande van die daaropvolgende verlofsiklus geneem word nie.

#### Verlofgratifikasie

38G. (1) Die kontantwaarde ten opsigte van ongebruikte vakansieverlof tydens die laaste diensjaar van 'n landdros, moet ooreenkomstig regulasie 38H bereken word en aan 'n landdros betaal word by ontruiming van sy of haar amp om enige rede.

(2) 'n Verlofgratifikasie wat ooreenkomstig regulasie 38H bereken is, moet aan 'n landdros betaal word ten opsigte van opgehoopte vakansieverlof op sy of haar krediet by ontruiming van sy of haar amp om enige rede.

#### Berekening van verlofgratifikasie en betaling daarvan

38H. (1) 'n Verlofgratifikasie se bedrag word soos volg bereken:

$\frac{A \times B}{\text{waar-}}$

260.714

waar-

- A: die jaarlikse salaris van die landdros wat op die laaste dag van sy of haar diens aan hom of haar betaalbaar is verteenwoordig
- B: die getal vakansieverlofdae wat nie geneem kon word nie soos in regulasie 38A bepaal of, die landdros se opgehoopte vakansieverlof en opgeloopte verlofkrediet tydens sy of haar laaste jaar van diens, met uitsondering van 'n deel van 'n dag, op sy of haar krediet op die laaste dag van sy of haar diens verteenwoordig

260.714: die getal werksdae per jaar verteenwoordig

(2) 'n Aanpassing van die bedrag van die verlofgratifikasie aan 'n landdros betaal, moet gedoen word wanneer 'n salarisverhoging in werking tree ná die beëindiging van sy of haar dienste terugwerkend vir die tydperk tussen die datum van sodanige verhoging en die datum van sodanige beëindiging.

(3) 'n Landdros kan die Departement skriftelik versoek om verlofgratifikasie wat aan hom of haar verskuldig is by sy of haar afsterwe, aan 'n begunstigde, met inbegrip van 'n trust, deur hom of haar geïdentifiseer, uit te betaal.

(4) Verlofgratifikasie aan 'n landdros verskuldig is betaalbaar—

(a) direk aan hom of haar,

(b) by sy of haar afsterwe —

(i) aan 'n begunstigde of trust soos in subregulasie (3) beoog;

(ii) indien geen begunstigde of trust geïdentifiseer is nie, aan—

(aa) die oorewende gade of 'n geregistreerde lewensmaat soos beoog in Deel XXII van hierdie Regulasies; of

(bb) die boedel van die landdros indien daar geen oorewende gade of lewensmaat is nie.

(5) Die verlofgratifikasie, wat by beëindiging van diens, behalwe by afsterwe van die landdros, aan 'n landdros betaalbaar is, kan as 'n verrekening gebruik word teen enige departementele skuld waarvoor hy of sy aanspreeklik is.

#### Vakansieverlof sonder vergoeding

38I. (1) Alle vakansieverlof met vergoeding op 'n landdros se krediet moet eers uitgeput word voordat verlof sonder vergoeding aan hom of haar toegestaan kan word.

(2) Vir die doeleindes van die berekening van die bedrag wat van 'n landdros se vergoeding afgetrek staan te word in die plek van vakansieverlof sonder vergoeding toegestaan, is die volgende formule van toepassing:

$\frac{A \times B}{260.714}$

260.714

Waar—

A: die landdros se vergoeding verteenwoordig

B: die getal werksdae jaarlikse verlof sonder vergoeding verteenwoordig

260.714: die getal werksdae per jaar verteenwoordig.

#### Normale siekverlofvoorsiening

38J. (1) Die siekverlofsiklus van 'n landdros word geag om op 'n vasgestelde gemeenskaplike datum, naamlik 1 Januarie 2019, te begin het en op elke derde verjaring van daardie datum.

(2) Siekverlof val aan 'n landdros toe op die eerste dag van 'n siklus en vanaf daardie dag kan die volle voorsiening van die tersaaklike siklus aan hom of haar toegestaan word indien aan die ander bepalings van hierdie Regulasies voldoen word.

(3) 'n Landdros wat ná aanvang van 'n siekverlofsiklus aangestel is, kan die volle verlofvoorsiening van daardie siklus ontvang.

(4) Ongebruikte siekverlof in 'n bepaalde siklus verval aan die einde van daardie siklus.

(5) Die maksimum getal werksdae siekverlof met volle vergoeding waarvoor in regulasie 38A(4) en (5) voorsiening gemaak word, kan tydens 'n driejaarsiekverlofsiklus aan 'n landdros toegestaan word.

(6) 'n Landdros kan, by skriftelike aansoek aan die Minister, vakansieverlof wat hy of sy op sy of haar krediet mag hê, met halwe salaris in die plek van siekverlof toegestaan word: Met dien verstande dat—

(a) sodanige aansoek nie later nie as een kalendermaand nadat hy of sy diens hervat het, ingedien word;

- (b) die getal dae vakansieverlof aldus toegestaan nie meer mag wees as 260 werksdae in totaal in enige siekverlofsiklus nie; en
- (c) die Minister tevrede is dat die betrokke landdros nie op daardie tydstip permanent vir die hervatting van sy of haar normale pligte onbevoeg is nie.

(7) Subregulasie (6) kan ook toegepas word ten opsigte van 'n landdros se afwesigheid weens siekte nadat stappe gedoen is om hom of haar op grond van swak gesondheid uit die amp te onthef.

(8) Wanneer die vakansieverlof in subregulasie (6) of (7) bedoel aan 'n landdros toegestaan is en hy of sy vergoeding ten opsigte daarvan ontvang het, kan sodanige verlof nie weer na siekverlof met halwe salaris omgeskakel word nie.

(9) 'n Landdros—

- (a) aan wie die maksimum getal werksdae siekverlof soos in regulasie 38A(4) en (5) toegestaan is;
- (b) wat vakansieverlof in die plek van siekverlof gebruik het soos in subregulasie (6) tot (8) beoog; en
- (c) wat nog nie sy of haar normale pligte kan hervat nie,
- kan skriftelik, met redes, aansoek doen en 'n siekbrief aan die Minister voorlê vir verdere siekverlof met halwe salaris.

(10) Die Minister kan verdere siekverlof met halwe salaris van hoogstens 86 werksdae in totaal in enige een siklus toestaan, welke toegif gemaak kan word ten opsigte van aparte tydperke van afwesigheid en enige siekte indien—

- (a) die Minister tevrede is dat die landdros op daardie besondere tydstip nie permanent onbevoeg is om sy of haar normale pligte te hervat nie; en
- (b) die landdros geen vakansieverlof, met inbegrip van opgehoopte verlof, op sy of haar krediet het nie.

(11) Indien 'n landdros sy of haar siekverlof met vergoeding of met halwe salaris en vakansieverlof waarvoor in hierdie Regulasies voorsiening gemaak is, gebruik het, kan hy of sy by skriftelike aansoek, siekverlof sonder vergoeding gegee word van hoogstens een jaar in totaal in enige bepaalde siklus.

(12) 'n Landdros kan nie, behalwe ingevolge hierdie regulasie en tydens 'n bepaalde siekverlofsiklus, enige verdere verlof gegee word om sy of haar afwesigheid van diens weens siekte te dek nie, behalwe op aanbeveling van die Kommissie.

(13) Indien 'n landdros aan wie vakansieverlof toegestaan is, siek word nadat die vakansieverlof begin het, kan 'n gedeelte van die genoemde vakansieverlof waarvoor hy of sy 'n mediese sertifikaat indien, na siekverlof omgeskakel word, met dien verstande dat die nodige siekverlof ingevolge hierdie Regulasies beskikbaar is.

(14) 'n Landdros wat ten minste tien jaar ononderbroke diens voltooi het, kan tydens die res van sy of haar diens, indien die siekverlofvoorsiening ingevolge hierdie Regulasies onvoldoende is, 'n bykomende nieherhalende 86 werksdae siekverlof met vergoeding toegestaan word en by die toestaan van sodanige bykomende siekverlof, is die ander bepalinge van hierdie Regulasies, met die nodige veranderings soos deur die samehang vereis, van toepassing.

(15) Enige ongebruikte gedeelte van die bykomende werksdae siekverlof soos in subregulasie (14) beoog, word na die volgende siklus of siklusse oorgedra.

(16) Bykomende werksdae siekverlof ingevolge subregulasie (14) toegestaan, moet as sodanig in die verlofregister opgeneem word.

### Spesiale siekverlof

38K. (1) 'n Landdros wat van diens afwesig is weens 'n besering in 'n ongeluk opgedoen of 'n siekte opgedoen in die loop van en as gevolg van sy of haar pligte, moet spesiale siekverlof met vergoeding toegestaan word vir hoogstens 130 agtereenvolgende werksdae, vir die tydperk waartydens hy of sy nie in staat is om sy of haar normale pligte te verrig nie.

(2) Die Minister moet, ná die tydperk in subregulasie (1) bedoel verstryk het en die landdros steeds nie sy of haar pligte kan hervat nie, 'n ondersoek laat doen—



- (a) om die landdros se vermoë om sy of haar pligte binne 'n verdere tydperk van hoogstens 130 agtereenvolgende werksdae te hervat, te bepaal; of
- (b) ingevolge Deel VI van hierdie Regulasies.

(3) Die Minister kan bykomende spesiale siekverlof met vergoeding, of halwe salaris of sonder enige vergoeding vir 'n verdere tydperk van hoogstens ses kalendermaande toestaan indien, ná 'n ondersoek ingevolge subregulasie (2)(a), 'n landdros sy of haar pligte binne sodanige verdere tydperk sal kan hervat.

(4) Spesiale siekverlof ingevolge hierdie regulasie kan toegestaan word ondanks die feit dat die ongeluk aan die nalatige optrede van die landdros toegeskryf kan word.

#### **Spesiale verlof met vergoeding**

38L. Spesiale verlof met vergoeding, met inbegrip van enige tydperk werklik en noodwendig bestee deur te reis vir die doel waarvoor die verlof toegestaan word, kan aan 'n landdros toegestaan word—

- (a) vir voorgeboorteondersoeke en -toetse, swangerskap en bevalling soos bepaal in regulasies 38M tot 38N;
- (b) vir aanneming soos bepaal in regulasie 38O;
- (c) vir gesinsverantwoordelikheid soos bepaal in regulasie 38P;
- (d) vir hervestiging by verplasing soos bepaal in regulasie 38Q; of
- (e) wanneer, in die geval van 'n landdros met gestremdheid, hy of sy opleiding in verband met sy of haar gestremdheid moet bywoon, of wanneer die toerusting wat hy of sy in verband met sy of haar gestremdheid gebruik, vir onderhoudwerk moet gaan.

#### **Voorgeboorteverlof**

38M. 'n Swanger landdros is geregtig op agt werksdae voorgeboorteverlof, per swangerskap, wat die landdros toelaat om afsprake vir mediese ondersoeke deur 'n mediese praktisyn of vroedvrou na te kom, en om toetse wat met die swangerskap verband hou, te laat doen.

#### **Spesiale verlof vir swangerskap en bevalling**

38N. (1) Spesiale verlof met vergoeding kan aan 'n landdros, ongeag huwelikstatus, toegestaan word vir doeleindes van swangerskap en bevalling.

(2) 'n Landdros kan, per bevalling, 'n maksimum van vier agtereenvolgende kalendermaande kraamverlof met vergoeding toegestaan word, wat begin enige tyd vanaf vier werke voor die verwagte geboortedatum, of 'n datum voor dit waar die behandelende mediese praktisyn sertifiseer dat die toestaan van verlof vanaf sodanige datum nodig is vir die gesondheid van die landdros of dié van die ongebore kind.

(3) 'n Landdros mag vir ten minste vier weke ná die geboorte van haar kind nie haar normale amptelike pligte hervat nie, tensy die behandelende praktisyn sertifiseer dat sy in staat is om dit te doen.

(4) Kraamverlof kan gebruik word voor en ná die bevalling, maar moet in alle gevalle ononderbroke en aaneenlopend met die bevalling wees.

(5) Ondanks subregulasie (4), kan kraamverlof onderbreek word, Indien—

- (a) 'n landdros dit verkies indien die kind vroeg gebore word en tydens die kraamverlof gehospitaliseer word;
- (b) 'n landdros dit verkies indien die kind siek word en vir 'n tydperk van meer as 'n maand tydens die kraamverlof gehospitaliseer word; of
- (c) die landdros tydens die kraamverlof siek word:

Met dien verstande dat indien die landdros besluit om haar kraamverlof te onderbreek, of siek word, sy tydens die onderbreking, haar jaarlikse verlof of onbetaalde verlof kan gebruik, maar indien die landdros nie genoeg jaarlikse verlof het nie, of, in die geval van siekte, haar siekverlof kan gebruik.

(6) 'n Landdros wat haar kraamverlof onderbreek het soos in subregulasie (5) beoog, en versuim om terug te keer werk toe ná die vier weke soos in subregulasie (3) beoog, verstryk

het, moet daardie tydperk met jaarlikse verlof, of, indien die landdros nie genoeg jaarlikse verlof beskikbaar het nie, met onbetaalde verlof, dek.

(7) 'n Landdros kan aansoek doen om 'n verlenging van kraamverlof deur die toestaan van—

- (a) jaarlikse verlof;
- (b) onbetaalde verlof vir 'n tydperk van hoogstens ses kalendermaande indien die landdros nie genoeg jaarlikse verlof beskikbaar het nie; of
- (c) siekverlof as gevolg van 'n mediese komplikasie.

(8) (a) Siekverlof kan toegestaan word weens afwesigheid van diens as gevolg van 'n miskraam, doodgeboorte of beëindiging van swangerskap op mediese gronde voor die derde trimester van swangerskap en voordat 'n tydperk van kraamverlof begin.

(b) Indien die miskraam, stilgeboorte of beëindiging van swangerskap op mediese gronde geskied tydens die derde trimester van swangerskap of nadat die tydperk van kraamverlof begin het, is die landdros geregtig op ses agtereenvolgende weke van kraamverlof wat ná die miskraam, stilgeboorte of beëindiging van swangerskap op mediese gronde sal begin, waarna siekverlof as gevolg van 'n mediese komplikasie toegestaan kan word.

(c) Indien die miskraam, stilgeboorte of beëindiging van swangerskap op mediese gronde geskied nadat die tydperk van kraamverlof begin het, moet die tydperk voor die miskraam, stilgeboorte of beëindiging van swangerskap op mediese gronde as kraamverlof beskou word.

#### **Spesiale verlof vir aanneming**

380. (1) 'n Landdros wat 'n kind wettig aanneem wat op die datum van aanneming nie ouer as 24 maande is nie, kwalifiseer vir aannemingsverlof tot hoogstens 45 werksdae met ingang van die datum waarop die aangenome kind by die aanneemouer gaan bly.

(2) Aannemingsverlof kan op aansoek deur 'n landdros verleng word deur die toestaan van—

- (a) jaarlikse verlof; of
- (b) onbetaalde verlof vir 'n tydperk van hoogstens ses kalendermaande, indien die landdros nie genoeg jaarlikse verlof beskikbaar het nie.

(3) Indien die gade of geregistreerde lewensmaat van 'n landdros soos in subregulasie (1) beoog, ook 'n landdros is, is daardie gade of lewensmaat geregtig op die gesinsverantwoordelikeverlof soos in regulasie 38P(1) beoog.

#### **Spesiale verlof vir gesinsverantwoordelikheid**

38P. (1) 'n Landdros kan hoogstens vyf werksdae gesinsverantwoordelikeverlof per jaarlikse verlofsiklus toegestaan word om gebruik te word wanneer—

- (a) die landdros se gade of geregistreerde lewensmaat geboorte skenk;
- (b) die landdros se gade of lewensmaat 'n kind aanneem wat jonger as 24 maande is op die datum van aanneming; of
- (c) die landdros se kind, met inbegrip van 'n aangenome kind, gade of geregistreerde lewensmaat, siek is.

(2) 'n Landdros kan hoogstens vyf werksdae gesinsverantwoordelikeverlof per jaar toegestaan word om te gebruik wanneer die landdros se kind, met inbegrip van 'n aangenome kind, kleinkind, gade of geregistreerde lewensmaat, ouer, aanneemouer, sib, grootouer of skoonouer sterf.

(3) 'n Landdros wat al sy of haar gesinsverantwoordelikeverlof gebruik het kan, behoudens die goedkeuring van die Minister, aansoek doen—

- (a) om beskikbare jaarlikse verlof te gebruik; of
- (b) onbetaalde verlof vir hoogstens ses kalendermaande, indien die landdros nie genoeg jaarlikse verlof beskikbaar het nie, te gebruik.

**Spesiale verlof vir hervestiging as gevolg van verplasing**

38Q. (1) Twee agtereenvolgende werksdae spesiale verlof met vergoeding kan aan 'n landdros toegestaan word wat na nuwe hoofkwartiere verplaas word, vir 'n enkele voorafbesoek by sodanige nuwe hoofkwartiere.

(2) Twee werksdae spesiale verlof met vergoeding vir die doeleindes van hervestiging kan aan 'n landdros wat verplaas word, toegestaan word.

**Buitengewone spesiale verlof**

38R. Indien die Minister onder buitengewone omstandighede oortuig is dat verlof waarvoor geen voorsiening in hierdie regulasies gemaak is nie, in 'n spesifieke geval toegestaan moet word, kan die Minister, op aanbeveling deur die betrokke goedkeurende funksionaris, sodanige verlof toestaan op die voorwaardes wat die Minister nodig ag, hetsy dit verlof met volle vergoeding of verlof met verminderde of geen vergoeding is.

**Afstandoening van reg op onverminderde salaris of vergoeding**

38S. Verlof met halwe salaris of sonder vergoeding kan slegs aan 'n landdros toegestaan word indien hy of sy skriftelik afstand doen van sy of haar reg op onverminderde vergoeding soos bepaal in artikel 12(6) van die Wet.

**Vervanging van regulasie 39 van die Regulasies**

5. Regulasie 39 van die Regulasies word hierby deur die volgende regulasie vervang:

**“Verdiskontering van verlof**

39. (1) 'n Landdros kan na verloop van 20 jaar ononderbroke diens in die amp van landdros, hoogstens 10 dae van sy of haar beskikbare vakansieverlof verdiskonteer.

(2) 'n Landdros kan na verloop van 30 jaar ononderbroke diens in die amp van landdros, 20 dae van sy of haar beskikbare vakansieverlof, of 10% van sy of haar beskikbare vakansieverlof, welke een ook al die meeste is, verdiskonteer.

(3) Vir die doeleindes van subregulasies (1) en (2), sluit 'ononderbroke diens in die amp van landdros', diens in die Staatsdiens onmiddellik voor aanstelling as 'n landdros, in.”.

**Inwerkingtreding**

6. Hierdie Regulasies tree op 1 Januarie 2020 in werking.

## DEPARTMENT OF LABOUR

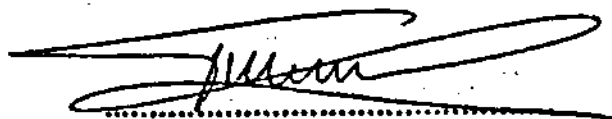
NO. R. 1693

20 DECEMBER 2019

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY  
OF THE WESTERN CAPE: EXTENSION TO NON-PARTIES OF THE AGENCY  
SHOP FEE COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that industry, with effect from the second Monday after the date of publication of the agreement for the period of twelve months.



MR T W NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 29/11/2019

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY  
OF THE WESTERN CAPE: UKWELULELWA KWESIVUMELWANO  
SENKOKHELO YENTELA SELULELWA KULABO ABANGEYONA INGXYENYE  
YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE**, 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 esiyophela emuva kwezinyanga eziyishumi nambili.



MNUMZANE TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 29/11/2019

**SCHEDULE**  
**BARGAINING COUNCIL for the FURNITURE MANUFACTURING INDUSTRY**  
**OF THE WESTERN CAPE**

**AGENCY SHOP FEE COLLECTIVE AGREEMENT**

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

**Cape Furniture Manufacturers Association**  
(hereinafter referred to as the "employers" or the employers' organisation"), of the one part,

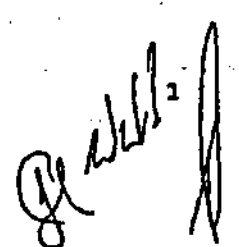
and the

**National Union of Furniture and Allied Workers of South Africa**  
(hereinafter referred to as the "employees" or the "trade unions"), of the other part  
being the parties to the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape.

**CHAPTER 1**

**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry as defined in Paragraph A in the Provinces of the Northern Cape and Western Cape excluding the Magisterial Districts of George, Knysna, Mossel Bay, Plettenberg Bay and Oudtshoorn.: -



**Paragraph A**

**"Furniture, Bedding, Upholstery and Curtain Manufacturing Industry" or "Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following:

**(a) Furniture**

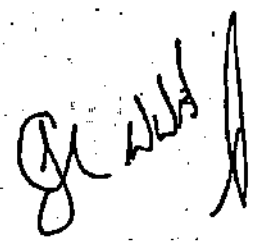
Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

**"Board"** means any type of wood or wooden or related product or any other substitute material, amongst others being: -laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, coffins, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboards tops, and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

**(b) Bedding**

The manufacturing, assembling, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses sleeper couch and studio couches.



**"Studio Couch"** means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames may also be constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

**(c) Upholstery**

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions.

**(d) Curtain making**

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.


**(2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall:-**

- (a) apply only to employees for whom minimum wages are prescribed in the Main Collective Agreement and to employers of such employees.**
- (b) apply to Learners in so far as the terms are not inconsistent with the Skills Development Act, 97 of 1998, or any contract entered into or any condition fixed under the Skills Development Act, 97 of 1998.**

## **2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation:-

- (1) (a) In respect of parties to this agreement, on the date of signature;**





- (b) in respect of non-parties, on such date as fixed by the Minister of Labour in terms of section 32 of the Act.
- (2) This Agreement shall remain in force for a 12 month period, from the date fixed by the Minister.

### 3. TERMS AND CONDITIONS

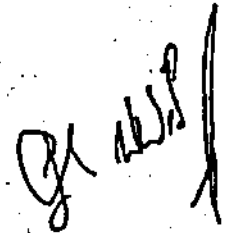
- 3.1 A separate Agency Shop Fee Agreement in terms of section 25 of the Labour Relations Act, 1995 (Act 66 of 1995)(as amended)(hereinafter referred to as the Act) is hereby agreed to and the provisions of the Act, where applicable, shall apply to this Agreement.
- 3.2 The object of this Agreement is to ensure that all employees in the scope of the Main Agreement who receive the benefits of collective bargaining contribute towards its costs.
- 3.3 This Agreement shall be subject to the respective parties being representative, as required by section 25 of the Act, of employees and employers who are covered by the Main Collective Agreement of the Bargaining Council as verified by the Department of Labour from time to time.
- 3.4 The application of this agreement to either of the parties shall be subject to that party being representative.

### 4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include the feminine gender and vice versa further, unless inconsistent with the context-

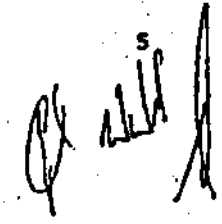
"Act" means the Labour Relations Act, 1995 (Act 66 of 1995)(as amended);

"Council" means the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape;

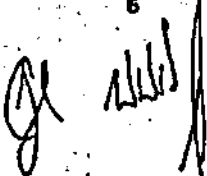


**5. AGENCY SHOP FEE**

- ~~5.1~~ An employer must deduct an Agency Shop Fee from the wages of employees identified in this Agreement who are not members of the representative trade union, and who are not compelled to become members of the aforementioned union, but are eligible for membership thereof.
- 5.2 For the purposes of this agreement, "representative trade union" means, the same as in section 25 of the Act, a registered trade union or two or more registered trade unions acting jointly, whose members are a majority of the employees employed: -
- 5.2.1 by an employer in a workplace in the scope of the Council; or
- 5.2.2 by the members of the employers' organisation who is party to this Agreement and whose members are employers in the scope of the Council.
- 5.3 This Agency Shop Fee agreement is binding on all employees who are employed in the scope of the Council's Main Collective Agreement and who are not members of the representative trade union who are parties to this Agreement, namely the National Union of Furniture and Allied Workers of South Africa.
- 5.4 A prescribed Agency Shop Fee equal to R26.00 per week, with effect from the coming into operation of this agreement, must be deducted by all employers from all of their employees' in the scope of the Main Agreement who are not members of the party trade union National Union of Furniture and Allied Workers of South Africa.
- 5.5 The prescribed Agency Shop Fee deducted in accordance with clause 5.4 above, must be paid by the employers concerned to the Council by the 15<sup>th</sup> day of each month following the month when these deductions were required to have been made from their employees' wages.
- 5.5.1 This prescribed Agency Shop Fee received by the Council must be paid by the Council on a monthly basis to the National Union of Furniture and Allied Workers of South Africa.
- 5.6 An employer shall together with the Agency Shop Fee also submit to the Secretary of the Council, at the same time, a monthly return form reflecting the amount of the Agency Shop Fee due for each employee.
- 5.7 The Secretary of the Council shall deposit all moneys received in terms of clause 5.5. into a bank account of the Council, if not already done so by the employer.
- 5.8 The prescribed Agency Shop Fee shall be equivalent to or less than the maximum amount of the trade union subscriptions payable by any of the members of the National Union of Furniture and Allied Workers of South Africa.



- 5.9 The Secretary of the Council must transfer all moneys received in respect of Agency Shop Fees into a separate bank account administered by the party trade union.
- ~~5.10. Despite sub-clause 5.9, a conscientious objector may request his employer in writing, to pay the prescribed amount deducted from his wages in respect of Agency Shop Fees into a fund administered by the Department of Labour.~~
- 5.11 No Agency Shop Fee may be:
- 5.11.1 paid to a political party as an affiliation fee; or
  - 5.11.2 contributed in cash or kind to a political party or a person standing for election to any political office; or
  - 5.11.3 used for any expenditure that does not advance or protect collective bargaining and the socio-economic interests of employees in the scope of this Council.
- 5.12 Despite the provisions of any law or contract, an employer may deduct the Agency Shop Fee from the wages of an employee without the employee's authorisation.
- 5.13 The provisions of sections 98 and 100 (b) and (c) of the Act apply, read with the changes required by the context, to the separate account referred to in sub-clause 5.9.
- 5.14 Any person may inspect the auditor's report, in so far as it relates to an account referred to in sub-clauses 5.9.
- 5.15 The Registrar must provide a certified copy of, or an extract from, any of the documents referred to in clause 5 to any person who has paid the prescribed fees.
- 5.16 If an employee or trade union or any other interested person or organisation alleges that the trade union party to this agreement is no longer a representative trade union as envisaged in clause 5.2 it must give the trade union party written notice of this allegation, and must allow the same trade union party 90 calendar days from the date of the notice to prove that they are representative trade unions.
- 5.17 If, within the 90-day period, the trade union party fails to prove that they are a representative trade union, the employee or trade union or any other interested person or organisation making such allegation must give the trade union party who are party to this agreement notice of their intention to request the Minister of Labour to withdraw the extension of this agreement to non-party employees in the industry.
- 5.18 If the extension of this agreement to non-party employees in the industry is withdrawn by the Minister of Labour, the provisions of sub-clause 5.7 and 5.9 shall apply until all the Agency

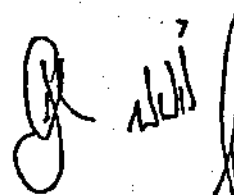
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Shop Fees due up until the date of withdrawal of the extension of this agreement, have been received and paid out in accordance with sub-clauses 5.7 and 5.8.

- 5.19 The Agency Shop Fee shall only be payable at the prescribed rate by an employee earning more than the equivalent of two fifths of his normal weekly wage and on the hours which would ordinarily have been worked by the employee on:
- 5.19.1 paid public holidays;
  - 5.19.2 paid trade union representative leave days;
  - 5.19.3 paid sick leave days;
  - 5.19.4 paid family responsibility leave days.

## 6. UNPAID AGENCY SHOP FEES

- 6.1 Should any amounts due to the Council in terms of this agreement not be received by the Council by the 15<sup>th</sup> day of the month following the month in respect of which the amounts are payable, the employer shall forthwith be liable for and be required to pay interest on such amounts or on such lesser amounts that remain unpaid at a rate which does not exceed the maximum rate as prescribed by the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975) (as amended), calculated from the 16<sup>th</sup> day of the month until the day upon which the payment is actually received by the Council and reflects in the Council's bank account. The Council shall be entitled at its absolute discretion to waive payment of such interest or part thereof in any individual instance.
- 6.2 In the event of the Council incurring any costs or becoming obliged to pay any collection costs and commission by reason of the failure of the employer to make any payment on or before the applicable due date, the employer shall then also be liable to forthwith pay all such collection costs and commission to the Council and the Council shall be entitled in its absolute discretion to allocate any payment received from such an employer firstly to such costs, collection commission and interest, and thereafter to the reduction of the unpaid Agency Fees or Bargaining Levy.
- 6.3 Disputes about the interpretation, application or enforcement of this Agreement shall be resolved in accordance with the Dispute Resolution Procedure as described in the Council's Main Collective Agreement.

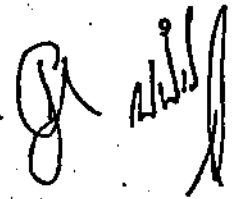


**7. EXEMPTIONS**

- 1 Any person bound by this Agreement may apply for exemption.
- 2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 3 The *Bargaining Council* must determine its exemptions policy and process all exemptions applications in terms of this policy.
- 4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the *Bargaining Council*, setting out relevant information, including:
  - (a) The provisions of the *agreement* in respect of which exemption is sought;
  - (b) The number of persons in respect of whom the exemption is sought;
  - (c) The reasons why the exemption is sought;
  - (d) The nature and size of the business in respect of which the exemption is sought;
  - (e) The duration and timeframe for which the exemption sought;
  - (f) The business strategy and plan of the applicant seeking the exemption;
  - (g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;
  - (h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
  - (i) Any other relevant supporting data and financial information the *Council* may prescribe from time to time.
- 5 An exemption application in respect of a term or provision in a *Collective Agreement*:
  - (a) Concluded in the *Council* that applies throughout the industry must be considered by an exemptions body appointed by the *Council*;
- 6 The *Bargaining Council* shall decide on an application for exemption within 30 days of receipt.



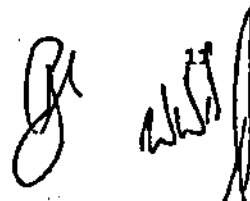
- 7 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 8 An exemption body appointed by the Council may request additional information from an applicant applying for exemption.
- 9 In scrutinising an application, the Exemption Body or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 15 below.
- 10 The Secretary must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision, failing which the Bargaining Council is deemed to have refused the application for exemption.
- 11 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.
- 12 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.
- 13 The Independent Body shall hear and decide and inform the applicant and the Bargaining Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 14 No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.



15 When considering an application, the Exemption Body or, the Independent Body whichever the case may be must consider, in addition to clause 9, the following:

- (a) Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;
- (b) The circumstances prevailing in the *Industry* as a whole likely to be affected by the application and / or the interest of the *Industry* regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
- (c) The nature and size of the business in respect of which the application is made;
- (d) Whether the duration of the exemption or appeal is for a limited or specified period;
- (e) Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
- (f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
- (g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;
- (h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
- (i) Whether the granting of the exemption or appeal will impact negatively on party agreements;

- (j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreements*; and
  - (k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.
  - (l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.
- 16 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.
- 17 The decision of the Independent Body is final and binding upon the applicant and the *Bargaining Council*.
- 18 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by Secretary, containing the following particulars:
- (a) The full name of the applicant(s) or enterprise concern;
  - (b) The trade name;
  - (c) The provisions of the Agreement from which exemption or appeal has been granted;
  - (d) The period for which the exemption or appeal shall operate;
  - (e) The date of issue and from which day the exemption or appeal shall operate;
  - (f) The condition(s) of the exemption or appeal granted; and
  - (g) The area in which the exemption or appeal applies.
- 19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.
- 20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.



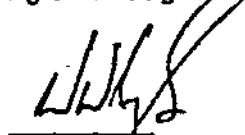


**8 ENFORCEMENT OF COLLECTIVE AGREEMENT**

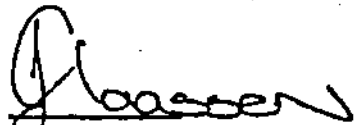
- 1 Despite any other provisions of this Agreement, the Council may appoint one or more persons and may request the Minister of Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote, monitor and enforce compliance with this Agreement.
- 2 In the event of non-compliance with this Agreement, a designated agent may secure compliance by –
  - (a) publicising the contents of this Agreement.
  - (b) investigate complaints.
  - (c) conduct inspections.
  - (d) issue a compliance order ; or
  - (e) adopt any other means the Council may have approved of; and
  - (f) perform any other function which is conferred on or imposed on the agent by the Council.
- 3 In the event that non-compliance prevails after the issuance of a compliance order in terms of sub-clause 2 (d) above, the agent must:
  - (a) submit a report to the Secretary of the Council, specifying that compliance had not been achieved.
- 4 Upon receipt of such report, the Secretary of the Council shall –
  - (a) Appoint an arbitrator from the list of arbitrators supplied by the CCMA to arbitrate the matter ; or
  - (b) take such steps as deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.
  - (c) An arbitrator appointed in terms of this Clause shall have all the powers assigned to an arbitrator as contemplated by the Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.
- 5 The Secretary shall make application to certify the arbitration award or settlement agreement, whichever applies, as order of the Labour Court.
- 6 A designated agent appointed under Section 33 (1) of the Act, shall in addition to the powers referred to in that Section, have the powers as assigned to designated agents as set out in Schedule 10 of the Act, read with the changes required by the context.

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Agreement signed at Belville on this 15th day of October 2019.



**W. DYERS**  
Chairman of the Council



**A. CLAASSEN**  
Vice-Chairman of the Council



**A. DAVIDS**  
Secretary

## DEPARTMENT OF LABOUR


NO. R. 1694

20 DECEMBER 2019

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY  
OF THE WESTERN CAPE: EXTENSION TO NON-PARTIES OF THE COLLECTIVE  
BARGAINING FEE COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the provisions of the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that industry, with effect from the second Monday after the date of publication of the agreement for the period of twelve months.

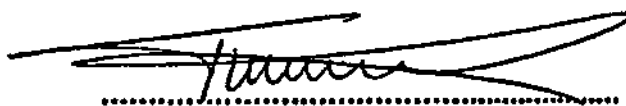
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MR T W NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 29/11/2019

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY  
OF THE WESTERN CAPE: UKWELULELWA KWESIVUMELWANO  
SENKOKHELO SABAQASHI SELULELWA KULABO ABANGEYONA INGXYENYE  
YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgesi exhunywe lapha, esenziwa yi**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE**, 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 esiyophela emuva kwezinyanga eziyishumi nambili.



MNUMZANE TW NXESI, MP

UNGGONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 29/11/2019

**SCHEDULE**  
**BARGAINING COUNCIL for the FURNITURE MANUFACTURING INDUSTRY**  
**OF THE WESTERN CAPE**

**COLLECTIVE BARGAINING FEE COLLECTIVE AGREEMENT**

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

**Cape Furniture Manufacturers Association**  
(hereinafter referred to as the "employers" or the employers' organisation"), of the one part,

and the

**National Union of Furniture and Allied Workers of South Africa**  
(hereinafter referred to as the "employees" or the "trade unions"), of the other part  
being the parties to the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape.

**CHAPTER 1**

**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry defined in Paragraph A hereunder in the Provinces of the Northern Cape and Western Cape excluding the Magisterial Districts of George, Knysna, Mossel Bay, Plettenberg Bay and Oudtshoorn. :



**Paragraph A**

**"Furniture, Bedding, Upholstery and Curtain Manufacturing Industry" or "Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following:

**(a) Furniture**

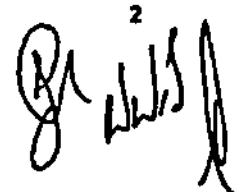
Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

"Board" means any type of wood or wooden or related product or any other substitute material, amongst others being: -laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, coffins, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboards tops, and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

**(b) Bedding**

The manufacturing, assembling, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses sleeper couch and studio couches.

<sup>2</sup>  


**"Studio Couch"** means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames may also be constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

**(c) Upholstery**

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions.

**(d) Curtain making**

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.

- (2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall:-**
- (a) apply only to employees for whom minimum wages are prescribed in the Council Main Collective Agreement and to employers of such employees.**
  - (b) apply to Learners in so far as the terms are not inconsistent with the Skills Development Act, 97 of 1998, or any contract entered into or any condition fixed under the Skills Development Act, 97 of 1998.**

## **2. PERIOD OF OPERATION OF AGREEMENT**

**This Agreement shall come into operation:-**

- (1) (a) in respect of parties to this agreement, on the date of signature;**



- (b) In respect of non-parties, on such date as fixed by the Minister of Labour in terms of section 32 of the Act.
- (2) This Agreement shall remain in force for a 12 month period, from the date fixed by the Minister.

### 3. TERMS AND CONDITIONS

- 3.1 A separate Collective Bargaining Fee Agreement is hereby agreed to and the provisions of the Labour Relations Act, 1995 (Act 66 of 1995)(as amended)(hereinafter referred to as the Act), where applicable, shall apply to this Agreement. The object of this Agreement is to ensure that all employers in the scope of the Council's Main Agreement who receive the benefits of collective bargaining contribute towards its costs.
- 3.2 This Agreement shall be subject to the respective parties being representative, as required by section 25 of the Act, of employees and employers who are covered by the Main Collective Agreement of the Bargaining Council as verified by the Department of Labour from time to time.

### 4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include the feminine gender and vice versa further, unless inconsistent with the context-

"Act" means the Labour Relations Act, 1995 (Act 66 of 1995)(as amended);

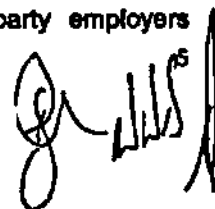
"Council" means the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape





**5. BARGAINING LEVY**

- 5.1 An employer who is not a member of the representative employers' association party to the Council's Collective Agreement, and who are not compelled to become members of the aforementioned employers' association, but are eligible for membership thereof must make a monthly Collective Bargaining Levy contribution, payable to the Council.
- 5.2 For the purposes of this agreement, "representative employers' association" means, the same as in section 25 of the Act, a registered employers' association or two or more registered employers' association acting jointly, whose members are a majority of the employers and whose members employ the majority of employees in the scope of the Main Agreement.
- 5.3 This Agreement is binding on all employers who are in the scope of the Council and who are subject to the Council's Main Collective Agreement and who are not members of the representative employers' association party to this Agreement, namely the Cape Furniture Manufacturers Association.
- 5.4 A prescribed Bargaining Levy of one hundred and seventy three rand and thirty four cents per month (R173.34) is payable only by an employer who is not a member of representative employer's association.
- 5.5 The prescribed Collective Bargaining Levy payable by an employer in accordance with clause 5.4 above, must be paid by the employers concerned to the Council by the 15<sup>th</sup> day of each month following the month along with all other required employer contributions and deductions made from their employees' wages. This prescribed Collective Bargaining Levy received by the Council must be paid by the Council on a monthly basis to the Cape Furniture Manufacturers Association.
- 5.6 An employer shall together with the Collective Bargaining Levy also submit to the Secretary of the Council, at the same time, on their monthly Council return form reflecting the amount of the Collective Bargaining Levy.
- 5.7 The Secretary of the Council shall deposit all moneys received in terms of clause 5.5 into a bank account of the Council.
- 5.8 The prescribed Collective Bargaining Levy shall be equivalent to or less than the lowest amount of the employers' associations subscriptions payable by any of the members of the Cape Furniture Manufacturers Association.
- 5.9 The Secretary of the Council must transfer all moneys received in respect of Collective Bargaining Levy into a separate bank account administered by the party employers



association at month end.

5.10. Despite sub-clause 5.9, a conscientious objector may pay the prescribed amount payable in respect of Collective Bargaining Levy into a fund administered by the Department of Labour.

5.11 No Bargaining Levy may be:

5.11.1 paid to a political party as an affiliation fee; or

5.11.2 contributed in cash or kind to a political party or a person standing for election to any political office; or

5.11.3 used for any expenditure that does not advance or protect collective bargaining and the socio-economic interests of employers in the scope of this Council.

5.13 The provisions of sections 88 and 100 (b) and (c) of the Act apply, read with the changes required by the context, to the separate account referred to in sub-clause 5.9.

5.14 Any person may inspect the auditor's report, in so far as it relates to an account referred to in sub-clauses 5.9.

5.15 The Registrar must provide a certified copy of, or an extract from, any of the documents referred to in clause 5 to any person who has paid the prescribed fees.

5.16 An person, organisation, employer or trade union that alleges that the employers association party to this agreement is no longer a representative employers association as envisaged in clause 5.2 it must give the employers association party written notice of this allegation, and must allow the same employers association party 90 calendar days from the date of the notice to prove that they are a representative employers association.

5.17 If, within the 90-day period, the employers association party fails to prove that they are a representative employers association, the person, organisation, employer or trade union making such allegation must give the employers association party who are party to this agreement notice of their intention to request the Minister of Labour to withdraw the extension of this agreement to non-party employers in the industry.

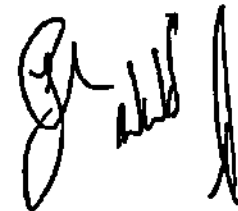
5.18 If the extension of this agreement to non-party employers in the industry is withdrawn by the Minister of Labour, the provisions of sub-clause 5.7 and 5.9 shall apply until all the bargaining levies due up until the date of withdrawal of the extension of this agreement, have been received and paid out in accordance with sub-clauses 5.7 and 5.9.

## 6. UNPAID BARGAINING LEVY

- 6.1 Should any amounts due to the Council in terms of this agreement not be received by the Council by the 15<sup>th</sup> day of the month following the month in respect of which the amounts are payable, the employer shall forthwith be liable for and be required to pay interest on such amounts or on such lesser amounts that remain unpaid at a rate which does not exceed the maximum rate as prescribed by the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975) (as amended), calculated from the 16<sup>th</sup> day of the month until the day upon which the payment is actually received by the Council and reflects in the Council's bank account. The Council shall be entitled at its absolute discretion to waive payment of such interest or part thereof in any individual instance.
- 6.2 In the event of the Council incurring any costs or becoming obliged to pay any collection costs and commission by reason of the failure of the employer to make any payment on or before the applicable due date, the employer shall then also be liable to forthwith pay all such collection costs and commission to the Council and the Council shall be entitled in its absolute discretion to allocate any payment received from such an employer firstly to such costs, collection commission and interest, and thereafter to the reduction of the unpaid Collective Bargaining Levy.
- 6.3 Disputes about the interpretation, application or enforcement of this Agreement shall be resolved in accordance with the Dispute Resolution Procedure as described in the Council's Main Collective Agreement.

## 7. EXEMPTIONS

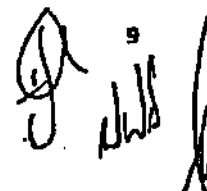
- 1 Any person bound by this Agreement may apply for exemption.
- 2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 3 The *Bargaining Council* must determine its exemptions policy and process all exemptions applications in terms of this policy.



- 4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the *Bargaining Council*, setting out relevant information, including:
- (a) The provisions of the *agreement* in respect of which exemption is sought;
  - (b) The number of persons in respect of whom the exemption is sought;
  - (c) The reasons why the exemption is sought;
  - (d) The nature and size of the business in respect of which the exemption is sought;
  - (e) The duration and timeframe for which the exemption sought;
  - (f) The business strategy and plan of the applicant seeking the exemption;
  - (g) The applicant's past record (if applicable) of compliance with the provisions of the *Collective Agreement*, its amendments and exemptions certificate;
  - (h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
  - (i) Any other relevant supporting data and financial information the *Council* may prescribe from time to time.
- 5 An exemption application in respect of a term or provision in a *Collective Agreement*:
- (a) Concluded in the *Council* that applies throughout the *Industry* must be considered by an exemptions body appointed by the *Council*;
- 6 The *Bargaining Council* shall decide on an application for exemption within 30 days of receipt.
- 7 Upon receipt of an application by the *Bargaining Council*, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 8 An exemption body appointed by the *Council* may request additional information from an applicant applying for exemption.
- 9 In scrutinising an application, the Exemption Body or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 15 below.

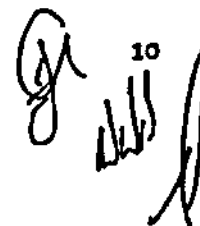


- 10 The *Secretary* must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision, failing which the *Bargaining Council* is deemed to have refused the application for exemption.
- 11 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.
- 12 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.
- 13 The Independent Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 14 No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.
- 15 When considering an application, the Exemption Body or, the Independent Body whichever the case may be must consider, in addition to clause 9, the following:
- (a) Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;
  - (b) The circumstances prevailing in the *industry* as a whole likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
  - (c) The nature and size of the business in respect of which the application is made;



- (d) Whether the duration of the exemption or appeal is for a limited or specified period;
- (e) Any representations made by the employers likely to be affected by the application and interest of employer's;
- (f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
- (g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;
- (h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employers affected;
- (i) Whether the granting of the exemption or appeal will impact negatively on parity agreements;
- (j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreements*; and
- (k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.
- (l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.



18 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.

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- 17 The decision of the Independent Body is final and binding upon the applicant and the Bargaining Council.
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- 18 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by Secretary, containing the following particulars:
- (a) The full name of the applicant(s) or enterprise concern;
  - (b) The trade name;
  - (c) The provisions of the Agreement from which exemption or appeal has been granted;
  - (d) The period for which the exemption or appeal shall operate;
  - (e) The date of issue and from which day the exemption or appeal shall operate;
  - (f) The condition(s) of the exemption or appeal granted; and
  - (g) The area in which the exemption or appeal applies.
- 19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.
- 20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

## 8 ENFORCEMENT OF COLLECTIVE AGREEMENT

- 1 Despite any other provisions of this Agreement, the Council may appoint one or more persons and may request the Minister of Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote, monitor and enforce compliance with this Agreement.
2. In the event of non-compliance with this Agreement, a designated agent may secure compliance by –
- (a) publicising the contents of this Agreement.
  - (b) investigate complaints.
  - (c) conduct inspections.
  - (d) issue a compliance order ; or
  - (e) adopt any other means the Council may have approved of; and

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- (f) perform any other function which is conferred on or imposed on the agent by the Council.
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- 3 In the event that non-compliance prevails after the issuance of a compliance order in terms of sub-clause 2 (d) above, the agent must:
- (a) submit a report to the Secretary of the Council, specifying that compliance had not been achieved.
- 4 Upon receipt of such report, the Secretary of the Council shall –
- (a) Appoint an arbitrator from the list of arbitrators supplied by the CCMA to arbitrate the matter ; or
- (b) take such steps as deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.
- (c) An arbitrator appointed in terms of this Clause shall have all the powers assigned to an arbitrator as contemplated by the Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.
- 5 The Secretary shall make application to certify the arbitration award or settlement agreement, whichever applies, as order of the Labour Court.
- 6 A designated agent appointed under Section 33 (1) of the Act, shall in addition to the powers referred to in that Section, have the powers as assigned to designated agents as set out in Schedule 10 of the Act, read with the changes required by the context.

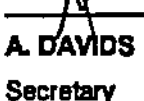
Agreement signed at Belville on this 15th day of October 2019.



**W. DYERS**  
Chairman of the Council



**J. CLAASSEN**  
Vice-Chairman of the Council



**A. DAVIDS**  
Secretary







# **WARNING!!!**

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Anna-Marie du Toit (012) 748-6292 ([Anna-Marie.DuToit@gpw.gov.za](mailto:Anna-Marie.DuToit@gpw.gov.za)) and

Siraj Rizvi (012) 748-6380 ([Siraj.Rizvi@gpw.gov.za](mailto:Siraj.Rizvi@gpw.gov.za))

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