

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 6828

Regulasiekoerant

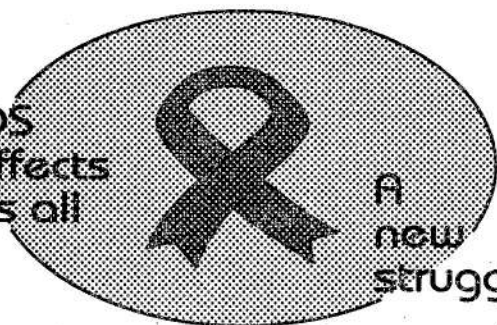
Vol. 420

PRETORIA, 15 JUNE
JUNIE 2000

No. 21266

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPUNE**

0800 012 322

DEPARTMENT OF HEALTH

CONTENTS

No.	Page No.	Gazette No.
GOVERNMENT NOTICES		
Defence, Department of		
<i>Government Notice</i>		
R. 580 Defence Act (44/1957): Amendments: General Regulations for the South African National Defence Force and the Reserve	22	21266
Justice, Department of		
<i>Government Notices</i>		
R. 583 Constitution of the Republic of South Africa (108/1996): Constitutional Court: Notice in terms of rule 4 (8) of the Rules of the Constitutional Court	3	21266
R. 584 do.: do.: do	4	21266
R. 585 do.: do.: do	5	21266
R. 586 do.: do.: do	5	21266
R. 587 do.: do.: do	6	21266
R. 588 do.: do.: do	6	21266
R. 589 do.: do.: do	7	21266
R. 590 do.: do.: do	8	21266
Justice and Constitutional Development, Department of		
<i>Government Notice</i>		
R. 603 Unilateral denouncement by Italy of 1873 Treaty for mutual surrender of fugitive criminals	8	21266
Labour, Department of		
<i>Government Notices</i>		
R. 581 Labour Relations Act (66/1995): Cancellation of Government Notice: South African Cotton Textile Processing and Manufacturing Bargaining Council: Main Collective Agreement	9	21266
R. 582 do.: South African Cotton Textile Processing and Manufacturing Bargaining Council: Extension of Main Collective Agreement to Non-parties	9	21266
South African Revenue Service		
<i>Government Notices</i>		
R. 601 Customs and Excise Act (91/1964): Amendment of Schedule No. 3 (No. 3/463)	26	21266
R. 602 do.: Amendment of Schedule No. 4 (No. 4/239)	27	21266
Trade and Industry, Department of		
<i>Government Notice</i>		
R. 594 Sugar Act (9/1978): Amendment: Constitution of the South African Sugar Association	28	21266

INHOUD

No.	Bladsy No.	Koerant No.
GOEWERMENSKENNISGEWINGS		
Arbeid, Departement van		
<i>Goewermenskennisgewings</i>		
R. 581 Wet op Arbeidsverhoudinge (66/1995): Intrekking van Goewermenskennisgewing: Bedingsraad vir die Suid-Afrikaanse Katoentekstiel Verwerkings- en Vervaardigingsnywerheid: Hoof Kollektiewe Ooreenkoms	9	21266
R. 582 do.: Bedingsraad vir die Suid-Afrikaanse Katoentekstiel Verwerkings- en Vervaardigingsnywerheid: Uitbreiding van Hoof Kollektiewe Ooreenkoms na Nie-partye	9	21266
Handel en Nywerheid, Departement van		
<i>Goewermenskennisgewing</i>		
R. 594 Suikerwet (9/1978): Wysiging: Grondwet van die Suid-Afrikaanse Suikervereniging	29	21266
Justisie, Departement van		
<i>Goewermenskennisgewings</i>		
R. 583 Constitution of the Republic of South Africa (108/1996): Constitutional Court: Notice in terms of rule 4 (8) of the Rules of the Constitutional Court	3	21266
R. 584 do.: do.: do	4	21266
R. 585 do.: do.: do	5	21266
R. 586 do.: do.: do	5	21266
R. 587 do.: do.: do	6	21266
R. 588 do.: do.: do	6	21266
R. 589 do.: do.: do	7	21266
R. 590 do.: do.: do	8	21266
Justisie en Staatskundige Ontwikkeling, Departement van		
<i>Goewermenskennisgewing</i>		
R. 603 Eensydige opsegging van 1873. Verdrag vir wederkerige uitlewering van voortvlugtige misdadigers	8	21266
Suid-Afrikaanse Inkomstediens		
<i>Goewermenskennisgewings</i>		
R. 601 Doeane- en Aksynswet (91/1964): Wysiging van Bylae No. 3 (No. 3/463)	26	21266
R. 602 do.: Wysiging van Bylae No. 4 (4/239) ...	27	21266
Verdediging, Departement van		
<i>Goewermenskennisgewing</i>		
R. 580 Defence Act (44/1957): Amendments: General Regulations for the South African National Defence Force and the Reserve	22	21266

**DEPARTMENT OF JUSTICE
DEPARTEMENT VAN JUSTISIE**

No. R. 583**15 June 2000**

THE CONSTITUTIONAL COURT

NOTICE IN TERMS OF RULE 4 (8) OF THE RULES OF THE CONSTITUTIONAL COURT, MADE BY THE PRESIDENT OF THE CONSTITUTIONAL COURT IN CONSULTATION WITH THE CHIEF JUSTICE UNDER SECTION 171 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 (ACT No. 108 OF 1996), AND SECTION 16 OF THE CONSTITUTIONAL COURT COMPLEMENTARY ACT, 1995 (ACT No. 13 OF 1995) IN:

	Case CCT 35/99
RAHIM DAWOOD	First Applicant
KHAHATTHA DAWOOD (born CHAISORN)	Second Applicant
<i>versus</i>	
THE MINISTER OF HOME AFFAIRS	First Respondent
THE DIRECTOR-GENERAL: HOME AFFAIRS	Second Respondent
THE MINISTER OF FINANCE	Third Respondent
and	
NAZILA SHALABI (born ADAMS)	First Applicant
AHMED TALAAT MAHMOUD HAFED SHALABI	Second Applicant
<i>versus</i>	
THE MINISTER OF HOME AFFAIRS	First Respondent
THE DIRECTOR-GENERAL: HOME AFFAIRS	Second Respondent
THE REGIONAL REPRESENTATIVE OF THE DEPARTMENT OF HOME AFFAIRS (CAPE TOWN)	Third Respondent
and	
MAUREEN SHEILA THOMAS (born FREDERICKS)	First Applicant
COLIN PATRICK THOMAS	Second Applicant
<i>versus</i>	
THE MINISTER OF HOME AFFAIRS	First Respondent
THE DIRECTOR-GENERAL: HOME AFFAIRS	Second Respondent
THE REGIONAL REPRESENTATIVE OF THE DEPARTMENT OF HOME AFFAIRS (CAPE TOWN)	Third Respondent

ORDER OF COURT

1. Paragraphs 1.4, 1.5, 1.6, 1.7, 1.8, 2.1, 2.2, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9 and 3.10 of the High Court order are set aside and replaced with the following:
 - 1.1 Section 25 (9) (b) read with sections 26 (3) and (6) of the Aliens Control Act, No. 96 of 1991 (the Act), is declared to be inconsistent with the Constitution and therefore invalid;
 - 1.2 The declaration of invalidity made in paragraph 1.1 above is suspended for a period of twenty-four (24) months from the date of this order to enable Parliament to correct the inconsistency that has resulted in the declaration of invalidity;
 - 1.3 Mr Thomas and Mrs Dawood are given leave to submit an application for an immigration permit within ninety (90) days of the date of this order, if they have not already submitted such applications;
 - 1.4 Pending the enactment of legislation by Parliament or the expiry of the period referred to in paragraph 1.2 above, whichever is the sooner, immigration officials and the Director-General of Home Affairs, when exercising the discretion conferred upon them by section 26 (3) of the Act are directed not to refuse to issue temporary residence permits to such applicants unless good cause for a refusal to issue such permits is established;
 - 1.5 Pending the enactment of legislation by Parliament or the expiry of the period referred to in paragraph 1.2 above, whichever is the sooner, the Director-General of Home Affairs, when exercising the discretion conferred upon him or her by section 26 (6) of the Act is directed not to refuse to extend the validity of temporary residence permits to such applicants unless good cause for refusal to issue such permits is established;

- 1.6 Paragraphs 1.4 and 1.5 apply only to applications for the grant or extension of temporary residence permits by people referred to in sections 25 (4) (b) and 25 (5) of the Act, who have lodged or have formally indicated their intention to lodge an application for an immigration permit in terms of section 25 (1) of the Act, and which applications have not yet been finally determined;
- 1.7 The Director-General of Home Affairs is directed to ensure that the terms of this order are made known to all immigration officials within his Department; and
- 1.8 Applications for the grant or extension of temporary residence permits by Mrs Dawood, Mr Shalabi and Mr Thomas shall be dealt with in accordance with paragraphs 1.4, 1.5 and 1.6 above.
2. The orders in paragraph 1 above shall come into effect on the date of this judgment.
3. Should Parliament fail to remedy the unconstitutionality in the sections declared to be inconsistent with the Constitution in terms of paragraph 1.1 above within the period referred to in paragraph 1.2 above, any interested person or organisation may, before the expiry of that period, apply to this Court for a further suspension of the declaration of invalidity and/or any appropriate further relief.
4. The costs of the appeal and confirmation proceedings in this Court including the costs of two counsel, are to be paid by the respondents.

Thus done at JOHANNESBURG on 7 May 2000.

F. E. DU TOIT

Acting Registrar: Constitutional Court

No. R. 584

15 June 2000

THE CONSTITUTIONAL COURT

NOTICE IN TERMS OF RULE 4 (8) OF THE RULES OF THE CONSTITUTIONAL COURT, MADE BY THE PRESIDENT OF THE CONSTITUTIONAL COURT IN CONSULTATION WITH THE CHIEF JUSTICE UNDER SECTION 171 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 (ACT No. 108 OF 1996), AND SECTION 16 OF THE CONSTITUTIONAL COURT COMPLEMENTARY ACT, 1995 (ACT No. 13 OF 1995) IN:

Case CCT 13/97

ASHOK RAMA MISTRY

Applicant/Appellant

versus

THE INTERIM NATIONAL MEDICAL AND
DENTAL COUNCIL OF SOUTH AFRICA

First Respondent

J P ENSLIN

Second Respondent

THE MINISTER OF HEALTH

Third Respondent

RUSSELL KEVIN COOTE

Fourth Respondent

Dr D MOODLIAR

Fifth Respondent

THE REGISTRAR OF THE INTERIM
NATIONAL MEDICAL AND DENTAL
COUNCIL OF SOUTH AFRICA

Sixth Respondent

THE PRESIDENT OF THE INTERIM
NATIONAL MEDICAL AND DENTAL
COUNCIL OF SOUTH AFRICA

Seventh Respondent

ORDER OF COURT

1. Section 28 (1) of the Medicines and Related Substances Control Act, No. 101 of 1965, is inconsistent with section 13 of the interim Constitution and is declared invalid.
2. The appeal is dismissed.
3. Mr Coote and the Minister are jointly and severally to pay the costs of the proceedings in this Court, including the costs of two counsel.

Thus done at JOHANNESBURG on 5 June 2000.

M. S. STANDER

Senior Registrar: Constitutional Court

No. R. 585**15 June 2000****THE CONSTITUTIONAL COURT**

NOTICE IN TERMS OF RULE 4 (8) OF THE RULES OF THE CONSTITUTIONAL COURT, MADE BY THE PRESIDENT OF THE CONSTITUTIONAL COURT IN CONSULTATION WITH THE CHIEF JUSTICE UNDER SECTION 171 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 (ACT No. 108 OF 1996), AND SECTION 16 OF THE CONSTITUTIONAL COURT COMPLEMENTARY ACT, 1995 (ACT No. 13 OF 1995) IN:

Case CCT 36/99

THE STATE

versus

MANYONYO

ORDER OF COURT

1. Section 21 (1) (c) of the Drugs and Drug Trafficking Act No. 140 of 1992, is declared to be inconsistent with the interim Constitution, and accordingly to be of no force and effect.
2. Subject to paragraph 3 hereof, the declaration of invalidity made in terms of paragraph 1 of this order shall invalidate any application of section 21 (1) (c) of the Drugs and Drug Trafficking Act in any criminal trial in which the verdict of the trial court was entered after the interim Constitution came into force, and in which as at the date of this judgment, either an appeal or a review is pending, or the time for noting an appeal has not yet expired.
3. The orders made in paragraphs 1 and 2 hereof shall not preclude any persons who might otherwise be adversely affected thereby, from contending that the order made in the case of *S. v Mjezu* by the Northern Cape Division of the Supreme Court on 6 May 1996 is applicable to them, and in so far as that may be necessary, from applying to this Court to amplify or amend the orders made in paragraphs 1 and 2 hereof.
4. This case is referred back to the Eastern Cape High Court to be dealt with in accordance with this judgment.

Thus done at JOHANNESBURG on 5 June 2000.

M. S. STANDER**Senior Registrar: Constitutional Court****No. R. 586****15 June 2000****THE CONSTITUTIONAL COURT**

NOTICE IN TERMS OF RULE 4 (8) OF THE RULES OF THE CONSTITUTIONAL COURT, MADE BY THE PRESIDENT OF THE CONSTITUTIONAL COURT IN CONSULTATION WITH THE CHIEF JUSTICE UNDER SECTION 171 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 (ACT No. 108 OF 1996), AND SECTION 16 OF THE CONSTITUTIONAL COURT COMPLEMENTARY ACT, 1995 (ACT No. 13 OF 1995) IN:

Case CCT 23/99

CHIEF DIREKO LESAPO

Applicant

versus

NORTH WEST AGRICULTURAL BANK

First Respondent

MESSENGER OF THE COURT, DITSBOTLA

Second Respondent

ORDER OF COURT

1. The order of the Bophuthatswana High Court, declaring section 38 (2) of the North West Agricultural Bank Act, No. 14 of 1981, as amended, inconsistent with section 34 of the Constitution and invalid, is confirmed.
2. In terms of section 172 (1) (b) of the Constitution, it is ordered that the declaration of invalidity confirmed in paragraph 1 shall invalidate any application of section 38 (2) of the North West Agricultural Bank Act, No. 14 of 1981, to attachments of the property of the first respondent's debtors, carried out in terms of section 38 (2) of the Act, provided that on the date of this judgment, such property has not yet been sold in execution.
3. There is no order as to costs.

Thus done at JOHANNESBURG on 5 June 2000.

M. S. STANDER**Senior Registrar: Constitutional Court**

No. R. 587**15 June 2000****THE CONSTITUTIONAL COURT**

NOTICE IN TERMS OF RULE 4 (8) OF THE RULES OF THE CONSTITUTIONAL COURT, MADE BY THE PRESIDENT OF THE CONSTITUTIONAL COURT IN CONSULTATION WITH THE CHIEF JUSTICE UNDER SECTION 171 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 (ACT No. 108 OF 1996), AND SECTION 16 OF THE CONSTITUTIONAL COURT COMPLEMENTARY ACT, 1995 (ACT No. 13 OF 1995) IN:

Case CCT 22/99

WESTERN CAPE PROVINCIAL GOVERNMENT

First Intervening Party

FREE STATE PROVINCIAL GOVERNMENT

Second Intervening Party

NORTHERN PROVINCE PROVINCIAL GOVERNMENT

Third Intervening Party

in re

DVB BEHUISING (PTY) LIMITED

Applicant

versus

NORTH WEST PROVINCIAL GOVERNMENT

First Respondent

THE REGISTRAR OF DEEDS

Second Respondent

ORDER OF COURT

The repeal of regulations 1 and 3 of Chapter 1 and of the provisions of Chapter 9 of Proclamation No. R. 293 of 16 November 1962, as amended by Proclamation No. R. 9 of 24 January 1997, by section 6 of the North West Local Government Laws Amendment Act No. 7 of 1998, is inconsistent with the Constitution and invalid.

Thus done at JOHANNESBURG on 5 June 2000.

M. S. STANDER**Senior Registrar: Constitutional Court****No. R. 588****15 June 2000****THE CONSTITUTIONAL COURT**

NOTICE IN TERMS OF RULE 4 (8) OF THE RULES OF THE CONSTITUTIONAL COURT, MADE BY THE PRESIDENT OF THE CONSTITUTIONAL COURT IN CONSULTATION WITH THE CHIEF JUSTICE UNDER SECTION 171 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 (ACT No. 108 OF 1996), AND SECTION 16 OF THE CONSTITUTIONAL COURT COMPLEMENTARY ACT, 1995 (ACT No. 13 OF 1995) IN:

Case CCT 11/98

THE NATIONAL COALITION FOR GAY AND LESBIAN EQUALITY

First Applicant

THE SOUTH AFRICAN HUMAN RIGHTS COMMISSION

Second Applicant

versus

THE MINISTER OF JUSTICE

First Respondent

THE MINISTER OF SAFETY AND SECURITY

Second Respondent

THE ATTORNEY-GENERAL OF THE WITWATERSRAND

Third Respondent

ORDER OF COURT

- 1.1 The common law offence of sodomy is declared to be inconsistent with the Constitution of the Republic of South Africa, 1996, and invalid.
- 1.2 In terms of section 172 (1) (b) of the 1996 Constitution, it is ordered that the order in paragraph 1.1 shall not invalidate any conviction for the offence of sodomy unless that conviction relates to conduct constituting consensual sexual conduct between adult males in private committed after 27 April 1994 and either an appeal from, or a review of, the relevant judgment is pending, or the time for noting of an appeal from that judgment has not yet expired, or condonation for the late noting of an appeal or late filing of an application for leave to appeal is granted by a court of competent jurisdiction.
- 1.3 In all cases of sodomy which do not relate to conduct constituting consensual sexual conduct between adult males in private, the order in 1.1 will come into effect on the date of this judgment.

- 2.1 Section 20A of the Sexual Offences Act, 1957, is declared to be inconsistent with the 1996 Constitution and invalid.
- 2.2 In terms of section 172 (1) (b) of the 1996 Constitution, it is ordered that the order in paragraph 2.1 shall not invalidate any conviction in terms of section 20A of the Sexual Offences Act, 1957, unless that conviction was related to conduct that took place after 27 April 1994 and either an appeal from, or a review of, the relevant judgment is pending, or the time for noting of an appeal from that judgment has not yet expired, or condonation for the late noting of an appeal or late filing of an application for leave to appeal is granted by a court of competent jurisdiction.
- 3.1 The inclusion of the common-law offence of sodomy in Schedule 1 of the Criminal Procedure Act, 1977, is declared to be inconsistent with the provisions of the 1996 Constitution and invalid.
- 3.2 In terms of section 172 (1) (b) of the Constitution, it is declared that the order referred to in para 3.1 shall not invalidate anything done in reliance on the inclusion of "sodomy" in the schedule, as incorporated in the provisions of section 37 (1) (a) (iv) of the Criminal Procedure Act, No. 51 of 1977; section 3 (1) (b) of the Intercepting and Monitoring Prohibition Act, No. 127 of 1992 (read with the definition of "serious offence" under section 1 of that Act); and section 13 (8) of the South African Police Service Act, No. 68 of 1995, unless a court of competent jurisdiction decides that it is just and equitable that conduct pursuant to such reliance shall be declared invalid, provided that due regard must be had to the provisions of section 35 (5) of the 1996 Constitution.
- 3.3 In terms of section 172 (1) (b) of the Constitution, it is declared that the order referred to in para 3.1 shall, in all cases other than those mentioned in paragraph 3.2 above, not invalidate anything done in reliance on the inclusion of "sodomy" in the schedule, unless a court of competent jurisdiction decides that it is just and equitable that conduct pursuant to such reliance shall be declared invalid.
- 4.1 The inclusion of the common-law offence of sodomy in schedule 1 of the Security Officers Act, No. 92 of 1987, is declared to be inconsistent with the provisions of the 1996 Constitution and invalid.
- 4.2 In terms of section 172 (1) (b) of the Constitution, it is declared that the order referred to in paragraph 4.1 shall not invalidate anything done in reliance on the inclusion of "sodomy" in the schedule of the Security Officers Act, 1987, unless a court of competent jurisdiction decides that it is just and equitable that conduct pursuant to such reliance shall be declared invalid.

Thus done at JOHANNESBURG on 5 June 2000.

M. S. STANDER

Senior Registrar: Constitutional Court

No. R. 589

15 June 2000

THE CONSTITUTIONAL COURT

NOTICE IN TERMS OF RULE 4 (8) OF THE RULES OF THE CONSTITUTIONAL COURT, MADE BY THE PRESIDENT OF THE CONSTITUTIONAL COURT IN CONSULTATION WITH THE CHIEF JUSTICE UNDER SECTION 171 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 (ACT No. 108 OF 1996), AND SECTION 16 OF THE CONSTITUTIONAL COURT COMPLEMENTARY ACT, 1995 (ACT No. 13 OF 1995) IN:

Case CCT 26/98

THE PREMIER OF THE PROVINCE OF THE WESTERN CAPE

Applicant

versus

THE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

First Respondent

THE MINISTER OF PUBLIC SERVICE AND
ADMINISTRATION

Second Respondent

ORDER OF COURT

1. Section 3 (3) (b) of the Public Service Act, 1994, as amended by section 2 (b) of the Public Service Laws Amendment Act, 1998, is declared to be inconsistent with the Constitution and invalid to the extent that it empowers the Minister, without the consent of the Premier concerned, to make determinations regarding the transfer of functions of a provincial administration or a provincial department to a national department or any body not established by or under a provincial law, or the transfer of functions to a provincial administration or a provincial department from a national department or any such body.
2. Save as set out in paragraph 1 of this order, the applicant's claims are dismissed.
3. No order is made as to costs.

Thus done at JOHANNESBURG on 5 June 2000.

M. S. STANDER

Senior Registrar: Constitutional Court

No. R. 590

15 June 2000

THE CONSTITUTIONAL COURT

NOTICE IN TERMS OF RULE 4 (8) OF THE RULES OF THE CONSTITUTIONAL COURT, MADE BY THE PRESIDENT OF THE CONSTITUTIONAL COURT IN CONSULTATION WITH THE CHIEF JUSTICE UNDER SECTION 171 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 (ACT No. 108 OF 1996), AND SECTION 16 OF THE CONSTITUTIONAL COURT COMPLEMENTARY ACT, 1995 (ACT No. 13 OF 1995) IN:

Case CCT 08/2000

THE MINISTER FOR WELFARE AND
POPULATION DEVELOPMENT

Applicant

versus

SARA JANE FITZPATRICK

First Respondent

BENEDICT PAUL FITZPATRICK

Second Respondent

DIRK ABRAHAM JOHN UIJS

Third Respondent

[in his capacity as curator ad litem
to the minor child]

ORDER OF COURT

1. The order declaring section 18 (4) (f) of the Child Care Act to be inconsistent with the Constitution and invalid to the extent that it constitutes an absolute proscription of the adoption of a child born of a South African citizen by persons who are not South African citizens or persons who qualify for naturalisation but have not applied for citizenship persons who qualify for naturalisation but have not applied for citizenship is confirmed.
2. The order of suspension of the order of invalidity for a period of two years is set aside.
3. The Minister for Welfare and Population Development is requested to ensure that this judgment is brought to the attention of all commissioners and assistant commissioners of the children's court and social workers in the employ of the Department.
4. There is no order as to costs.

Thus done at JOHANNESBURG on 5 June 2000.

M. S. STANDER

Senior Registrar: Constitutional Court

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

No. R. 603

15 June 2000

UNILATERAL DENOUNCEMENT BY ITALY OF 1873 TREATY FOR MUTUAL SURRENDER OF FUGITIVE CRIMINALS

I, Penuell Mpapa Maduna, Minister for Justice and Constitutional Development, hereby give notice that the Government of Italy, under article XX of the Treaty between Great Britain and Italy for the Mutual Surrender of Fugitive Offenders, which was signed at Rome on 5 February 1873 and which constitutes a Treaty between the Republic of South Africa and Italy, has unilaterally denounced the said Treaty on 17 December 1999. The termination of the said Treaty will come into effect on 17 June 2000.

P. M. MADUNA

Minister for Justice and Constitutional Development

No. R. 603

15 Junie 2000

**EENSYDIGE OPSEGGING VAN 1873 VERDRAG VIR WEDERKERIGE UITLEWERING VAN
VOORTVLUGTIGE MISDADIGERS**

Ek, Penuell Mpapa Maduna, Minister vir Justisie en Staatskundige Ontwikkeling, gee hierby kennis dat die Regering van Italië, kragtens artikel XX van die Verdrag tussen Groot Brittanje en Italië vir die Wederkerige Uitlewering van Voortvlugtige Misdadigers, wat op 5 Februarie 1873 te Rome geteken is en wat 'n Verdrag tussen die Republiek van Suid-Afrika en Italië daarstel, die vermelde Verdrag eensydiglik op 17 Desember 1999 opgesê het. Die verstryking van die vermelde Verdrag tree in werking op 17 Junie 2000.

P. M. MADUNA

Minister vir Justisie en Staatskundige Ontwikkeling

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 581****15 June 2000**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE**SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL:
MAIN COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 1274 of 29 October 1999 with effect from 26 June 2000.

M. M. S. MDLADLANA
Minister of Labour

No. R. 581**15 Junie 2000**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSTKENNISGEWING**BEDINGINGSRAAD VIR DIE SUID-AFRIKAANSE KATOENTEKSTIEL VERWERKINGS- EN
VERVAARDIGINGSNYWERHEID: HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 1274 van 29 Oktober 1999 in, met ingang van 26 Junie 2000.

M. M. S. MDLADLANA
Minister van Arbeid

No. R. 582**15 June 2000**

LABOUR RELATIONS ACT, 1995

**SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL:
EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the South African Cotton Textile Processing and Manufacturing Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that industry in the Republic of South Africa, with effect from 26 June 2000, and for the period ending 30 June 2001.

M. M. S. MDLADLANA
Minister of Labour

No. R. 582**15 Junie 2000**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE SUID-AFRIKAANSE KATOENTEKSTIEL VERWERKINGS- EN VERVAARDIGINGS-
NYWERHEID: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bediningsraad vir die Suid-Afrikaanse Katoentekstiel Verwerkings- en Vervaardigingsnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, in die Republiek van Suid-Afrika, met ingang van 26 June 2000, en vir die tydperk wat op 30 June 2001 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

THE SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL

MAIN AGREEMENT

TABLE OF CONTENTS

	<i>Page</i>
PART A: APPLICATION	11
1. SCOPE OF APPLICATION.....	11
2. PERIOD OF OPERATION.....	11
3. EXCEPTIONS.....	11
PART B: REMUNERATION	11
4. MINIMUM WAGES.....	11
5. CALCULATION OF WAGES.....	11
6. NIGHT SHIFT ALLOWANCE.....	11
7. ANNUAL BONUS.....	11
8. CHANGE IN OCCUPATION.....	12
9. TEMPORARY EMPLOYEES.....	12
10. DEDUCTIONS.....	12
11. PAYMENT OF REMUNERATIONS.....	12
PART C: HOURS OF WORK	13
12. ORDINARY HOURS OF WORK.....	13
13. OVERTIME.....	13
14. MEAL AND OTHER INTERVALS.....	13
15. PUBLIC HOLIDAYS.....	13
16. SUNDAYS.....	14
17. EXCEPTIONS.....	14
PART D: LEAVE	14
18. ANNUAL LEAVE.....	14
19. SICK LEAVE.....	14
20. MATERNITY LEAVE.....	14
21. FAMILY RESPONSIBILITY LEAVE.....	15
PART E: EMPLOYEE BENEFITS	15
22. PROVIDENT FUND.....	15
23. BURSARY SCHEME.....	15
PART F: TERMINATION OF CONTRACT OF EMPLOYMENT	15
24. TERMINATION OF CONTRACT OF EMPLOYMENT.....	15
25. CERTIFICATE OF SERVICE.....	16
PART G: ORGANISATIONAL RIGHTS	16
26. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION.....	16
27. TRADE UNION REPRESENTATION ON THE COUNCIL.....	16
PART H: GENERAL	16
28. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCKOUT.....	16
29. EXEMPTIONS.....	16
30. ADMINISTRATION.....	17
31. COUNCIL LEVIES.....	18
32. AGENCY SHOP.....	18
33. FAILURE TO MAKE PAYMENTS TO THE COUNCIL.....	18
34. REGISTRATION OF EMPLOYERS AND EMPLOYEES.....	18
35. EXHIBITION OF AGREEMENT.....	18
36. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF AGREEMENT.....	18

	<i>Page</i>
37. EXISTING AGREEMENTS.....	20
38. DEFINITIONS.....	20
ANNEXURE A	
ANNEXURE B	

SCHEDULE

SOUTH AFRICAN COTTON TEXTILE PROCESSING AND MANUFACTURING BARGAINING COUNCIL

MAIN AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the
South African Cotton Textile Processing Employers' Association
 and

Thread Manufacturing and Processing Employers' Association
 (hereinafter referred to as the "employers" or the "employers' organisations"); of the one part, and the
Southern African Clothing and Textile Workers' Union
 (hereinafter referred to as the "employees" or the "trade union"), of the other part,
 being parties to the South African Cotton Textile Processing and Manufacturing Bargaining Council.

PART A: APPLICATION

1. SCOPE OF APPLICATION

This Agreement applies to all employers and all employees who are members of the parties to this Agreement and who are engaged in the Cotton Textile Processing and Manufacturing Industry as defined in this Agreement.

2. PERIOD OF OPERATION

- 2.1 This Agreement shall come into operation—
 (a) in respect of the parties to the Agreement, on the date of signature;
 (b) in respect of non-parties, 10 days after the date of publication in the *Gazette*.
 2.2 This Agreement shall remain in force 30 June 2001.

3. EXCEPTIONS

The provisions of this Agreement do not apply to—

- 3.1 employees whose wages are not prescribed in Annexure A to this Agreement; and
 3.2 non-parties in respect of clauses 2, 27 and 37.

PART B: REMUNERATION

4. MINIMUM WAGES

4.1 Minimum wages are prescribed for the Cotton Textile Processing and Manufacturing Industry in item 1 of Annexure A to this Agreement.

4.2 Every employer must pay each employee a wage that is not less than the minimum wage prescribed in Annexure A for that employee's relevant grade and experience.

5. CALCULATION OF WAGES

- 5.1 Any calculation of wages, or deduction from wages, must be based on the hourly wage or the weekly deduction.
 5.2 A weekly wage means the basic hourly wage multiplied by the ordinary hours worked in the week.

6. NIGHT SHIFT ALLOWANCE

- 6.1 An employer must pay a night shift allowance to each employee who works on shift or part of a shift between 18:00 and 06:00.
 6.2 The night shift allowance is to be calculated in terms of item 7 of Annexure A hereto.

7. ANNUAL BONUS

7.1 Subject to the provisions of this Agreement, each employee who has worked continuously for the same employer for a full calendar year must, at the end of the calendar year, receive a minimum annual bonus as detailed in item 2 of Annexure A hereto.

7.2 In respect of employees who have less than one calendar year of service, any annual bonus payable at the date of payment of bonuses in terms of this Agreement must be prorated in accordance with actual completed service.

8. CHANGE IN OCCUPATION

If a employer requires or permits an employee to work for longer than an hour in an occupation or a skill level in respect of which a higher wage is prescribed, the employer must pay that employee at the higher wage for all the ordinary hours of work that day even if that employee did not work all the hours in that higher occupation or skill level.

9. TEMPORARY EMPLOYEES

An employer must pay a temporary employee a daily wage—

- (a) for each hour, or part thereof;
- (b) no less than the basic hourly wage payable to an employee in accordance with this Agreement.

10. DEDUCTIONS

10.1 An employer may not fine or levy an employee or charge an employee a fee.

10.2 An employer may not deduct any amount from an employee's wages, except an amount—

- (a) required by law; or
- (b) required or permitted by this or any other collective agreement.

10.3 An employee may authorise the employer to deduct an amount from the employee's wage for—

- (a) a registered sick benefit, medical aid, pension or provident fund; and/or
- (b) insurance, annuity, savings, or holiday schemes approved by the Council; and/or
- (c) any other deduction authorised by the employee, as agreed to between the individual employee and the employer.

10.4 The authorisation referred to in clause 10.3—

- (a) must be in writing; and
- (b) does not apply to any fund or scheme established by the Council.

11. PAYMENT OF REMUNERATION

11.1 Every employer must pay to an employee all the remuneration due to such employee each week. By written agreement remuneration may be paid monthly.

11.2 Payment may be made—

- (a) in cash;
- (b) by bank transfer;
- (c) by bank deposit; or
- (d) by cheque.

11.3 Payment must be accompanied by a payslip with the following details:

- (a) The employer's name and address;
- (b) the name, occupation, identity document number, clock number or payroll number of the employee;
- (c) the employee's date of employment;
- (d) the wage grade of the employee;
- (e) the total ordinary hours worked;
- (f) the overtime hours worked and the overtime rate;
- (g) the rate of pay;
- (h) any other payment due to the employee in accordance with this Agreement;
- (i) any shift premium;
- (j) any long-service award;
- (k) the deductions made and the reason for the deductions;
- (l) the remuneration due;
- (m) the period in respect of which payment is made; and
- (n) the actual amount paid to the employee.

11.4 Payment must be made—

- (a) in respect of monthly paid employees, during the last week of the month; or
- (b) in respect of weekly paid employees, within seven days of the week worked.

11.5 Payment in cash must be made—

- (a) in an envelope or a container; and
- (b) during working hours or within 15 minutes of the end of the shift. If payment is made after that, the employee must be paid at the basic hourly rate for the time between the end of the shift and when payment is made.

PART C: HOURS OF WORK**12. ORDINARY HOURS OF WORK**

12.1 The maximum ordinary hours of work that an employer may require or permit an employee to work are contained in item 3 of Annexure A to this Agreement.

12.2 Ordinary hours of work are consecutive.

12.3 Ordinary hours of work are exclusive of meal breaks unless specified to the contrary.

13. OVERTIME

13.1 An employer may not require or permit an employee to work more than three hours' overtime a day or 10 hours' overtime in a week.

13.2 The minimum overtime rate payable to an employee is one and one-half of the employee's wage rate.

13.3 Overtime may not be offset against short time.

14. MEAL AND OTHER INTERVALS

14.1 An employer may not require or permit an employee to work more than five hours continuously without a meal interval of at least 30 minutes.

14.2 No work may be performed during a meal interval.

14.3 Where employees are engaged in rotational shift work, and where such employees' machines are kept running during a meal break, thus involving an additional workload for those not on official meal breaks, the additional workload must be remunerated.

Remuneration payable in respect of such additional workload must be 25 minutes per day, increasing to 30 minutes per day in equal portions by 1 July 2000.

14.4 The meal interval is not part of the ordinary or overtime hours worked, except that any time worked by a security guard as a meal interval is part of that employees' ordinary or overtime hours.

14.5 Intervals of less than 30 minutes are part of the ordinary or overtime hours of work.

14.6 Intervals of longer than 1,25 hours are part of the ordinary hours of work.

14.7 Every employee must be given at least two 10-minute breaks per shift. These breaks are part of ordinary time.

14.8 The 20 minutes allocated for the rest intervals may by agreement be—

(a) added to the meal interval if less than 40 minutes; or

(b) used to permit employees to leave work before the termination of the working day, without loss of pay.

15. PUBLIC HOLIDAYS

15.1 An employer may not require or permit employees, apart from security guards, to work on a public holiday except in accordance with an agreement.

15.2 The public holidays are the following:

(a) January 1, New Year's Day;

(b) March 21, Human Rights Day;

(c) Good Friday

(d) Family Day;

(e) April 26, Freedom Day;

(f) May 1, Workers' day;

(g) June 16, Youth Day;

(h) August 9, National Women's Day;

(i) September 24, Heritage Day;

(j) December 16, Day of Reconciliation;

(k) December 25, Christmas Day;

(l) December 26, Day of Goodwill.

15.3 A public holiday may be exchanged for any other day by agreement.

15.4 If a public holiday falls on a Sunday, the following Monday must be a holiday.

15.5 If a public holiday falls on a day on which an employee would ordinary work, an employer must pay—

(a) an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;

(b) an employee who does work on the public holiday—

(i) at least double the amount referred to in paragraph (a); or

- (ii) if it is greater, the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day.

15.6 If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to—

- (a) the employee's ordinary daily wage; plus
- (b) the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.

15.7 If an employer chooses not to work on any religious holiday other than a public holiday then the employee must be paid as if they had worked on that day.

16. SUNDAYS

16.1 An employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and one-half times the employee's wage for each hour worked.

16.2 If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of Clause 16.1 is less than the employee's ordinary daily wage, the employer must pay the employee the employee's ordinary daily wage.

16.3 If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.

17. EXCEPTIONS

The provisions concerning meal intervals, rest intervals and overtime in this Part do not apply to employees engaged in work required as a result of a breakdown of machinery or plant or as a result of any other unforeseen emergency.

PART D: LEAVE

18. ANNUAL LEAVE

18.1 In this clause, "the annual leave cycle" means the period of 12 months' continuous employment immediately following the completion of the agreed annual leave cycle. Leave must be taken within four months of the anniversary of the annual leave cycle.

18.2 If an employee has completed an annual leave cycle, that employee is entitled to the minimum amount of paid leave per annum, as contained in item 4 of Annexure A to this Agreement. Public holidays are paid in addition to annual leave.

18.3 Leave pay must be calculated on the ordinary daily hours of work per day of the employee.

19. SICK LEAVE

19.1 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

19.2 Despite clause 19.2, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.

19.3 An employer must pay an employee the employee's basic daily wage for each day that the employee is entitled to paid sick leave.

19.4 An employer is not required to pay sick leave—

- (a) to an employee if they have both made a contribution to a fund or organisation that has guaranteed to pay the employee monies in lieu of wages during times of incapacity;
- (b) to an employee who has been absent from work for longer than two days and has not produced a medical certificate stating the nature and duration of the sickness;
- (c) to an employee who has been absent from work for less than two days on more than two occasions in an eight-week period;
- (d) to a temporary employee.

20. MATERNITY LEAVE

20.1 Subject to the provisions of this Agreement, a female employee who has continuously worked for the same employer for not less than one completed year as and when commencing her maternity leave will be entitled to maternity leave not exceeding six months for any one pregnancy. Such employee must, at least four weeks before commencement, notify her employer in writing of the date she intends to commence maternity leave, and the date she intends to return to work.

20.2 During the period of maternity leave all terms and conditions of employment under the employment contract will be suspended, except that—

- (a) where there is compliance with clause 20.1, service will be regarded as uninterrupted;

- (b) the employee will be entitled to receive a maternity benefit in accordance with item 5 of Annexure A to this Agreement.

20.3 At the end of the period of maternity leave the employee will be entitled to resume work with the employer in a position at least identical or similar to, but not less favourable than, the one held prior to taking maternity leave.

20.4 A pregnant employee may commence maternity leave at any time from four weeks prior to her expected date of confinement, but may not work for six weeks after the birth of her child, unless it is certified by a medical practitioner that she is fit to do so.

21. FAMILY RESPONSIBILITY LEAVE

21.1 An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid family responsibility leave, subject to—

- (a) when the employee's child is born or is sick—

- (i) satisfactory proof of birth in the form of a birth certificate; or of the child's sickness;
- (ii) the child being born to a wife/common law wife;
- (iii) such leave for birth being taken at or around the time of the birth of the child, and in any event within one month of the birth;

- (b) in the event of death—

- (i) the death of an immediate family member (defined as own child/brother/sister/spouse, parent or grandparent, including adoptive parent or child);
- (ii) satisfactory proof of death in the form of a death certificate;
- (iii) such leave being taken at or around the time of death of the family member, and in any event within one month of the death.

21.2 Family responsibility leave is not accumulative.

21.3 Payment of any benefit claimed in terms of this clause may be made only after compliance with these provisions.

PART E: EMPLOYEE BENEFITS

22. PROVIDENT FUND

22.1 All employers and employees must contribute to a registered retirement fund.

22.2 Contributions by the employer and employee to a retirement fund must be in accordance with item 6 of Annexure A to this Agreement.

23. BURSARY SCHEME

23.1 The trade union has established the SACTWU Education Bursary Scheme for the purpose of providing bursaries for its members and their dependants.

23.2 Every employer must pay to the Council an amount of 20 cents per week per SACTWU member.

23.3 Payments must be made on or before the 15th day of the following month.

23.4 The Council will collate and collect all such payments and remit the total amount to SACTWU on a monthly basis.

PART F: TERMINATION OF CONTRACT OF EMPLOYMENT

24. TERMINATION OF CONTRACT OF EMPLOYMENT

24.1 An employer or employee who wants to terminate the contract of employment during the first four weeks of employment must give at least one week's notice.

24.2 An employer or employee who wants to terminate the contract of employment after the first four weeks of employment, but not more than one year of employment, must give at least two weeks' notice.

24.3 An employer or employee who wants to terminate the contract of employment after one year or more, must give at least four weeks' notice.

24.4 Notice of termination must be given—

- (a) in writing;
- (b) outside any period of leave, except sick leave.

24.5 If the employer waives any part of the notice, the employer must pay the balance of the remuneration relevant to such notice period as referred to in clauses 24.2 and 24.3.

24.6 If any employee fails to adhere to the provisions in this clause then an employer may deduct from any money that employer owes the employee, the employee's basic hourly wage for every hour he or she was away from work.

24.7 Nothing in this part affects the right of an employer or an employee to terminate a contract of employment without notice for any justified cause recognised by law.

25. CERTIFICATE OF SERVICE

On termination of the contract of service the employer must provide the employee with a certificate of service.

PART G: ORGANISATIONAL RIGHTS**26. COLLECTION OF MEMBERSHIP FEES FOR TRADE UNION**

26.1 Any employee who is a member of the trade union may authorise the employer in writing to deduct subscriptions or levies of the trade union from the employee's wages.

26.2 An employer who receives authorisation in terms of clause 26.1 must begin making the authorised deductions from the beginning of the following month.

26.3 Every employer must pay the amount deducted to the Council by the 15th of the following month. It must be accompanied by a schedule detailing—

- (a) the name of the employer;
- (b) the names of the members in respect to whom the deductions have been made;
- (c) the amounts deducted; and
- (d) the names of the members in respect of whom deductions have not been made and the reasons why.

26.4 An employee may revoke an authorisation given in terms of clause 26.1 by giving the employer and the trade union one month's written notice. Such written notice must be given to the head office of the union.

26.5 An employer who receives a notice in terms of clause 26.4 must continue to make the authorised deductions until the notice period had expired.

27. TRADE UNION REPRESENTATION ON THE COUNCIL

Every employer must give employees who are representatives or who participate on the Council every reasonable facility to attend to their duties arising from their work on the Council.

PART H: GENERAL**28. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCKOUT**

28.1 No person may take part in a strike or lockout or any conduct in contemplation or furtherance of a strike or lockout in respect of any dispute about—

- (a) the interpretation or application, including enforcement, of this Agreement; or
- (b) the alteration of any of the provisions of this Agreement.

28.2 Notwithstanding the provisions of clause 28.1, strikes and lockouts in respect of disputes about the alteration of provisions in Annexure A hereto are permitted after the operative dates referred to in the Annexure.

29. EXEMPTIONS

29.1 In terms of section 32 of Labour Relations Act, 1995 (Act No. 66 of 1995, Council has established an independent exemptions body (hereinafter referred to as the "Exemptions Board") to consider any appeal brought against the Council in respect of the refusal by Council to grant an exemption whether it be a party or non-party, or to consider any appeal against the withdrawal of an exemption by the Council. The Exemptions Board shall be made up of a minimum of two members from the IMSSA panel.

29.2 All applications for exemption shall be in writing on the specified form and shall be addressed to the Secretary of the Council.

29.3 All applications for exemption shall be fully reasoned and substantiated, and such reason and substantiation shall include at least the following details.

- (a) The period for which the exemption is required.
- (b) The Agreement and the clauses of the Agreement from which exemption is required.
- (c) Proof that the exemption applied for has been noted by the employer, with his or her employees and/or their respective representatives.
- (d) The specific alternate conditions that will apply should the exemption be granted.
- (e) Financial documents in support of the application to the satisfaction of the Council or the Exemptions Board, as the case may be.

29.4 On receipt of a valid application for exemption the Secretary of the Council shall place the application for exemption on the agenda of the next Council or Council Executive Committee meeting.

29.5 Council shall consider and decide on any application within 30 days of it being received by the Council: Provided that Council may defer a decision to a following meeting if additional motivation, substantiation or information is considered necessary to decide on the application for exemption. The Council may determine the appropriate form of any hearing, but could provide for any party that has a material interest in the application to make submissions and address arguments to the Council.

29.6 In the event that Council does not consider an application for exemption within 30 days of receipt of the application, subject to the provision in clause 29.5, the Secretary of the Council shall forthwith refer the application to the Exemptions Board for determination.

29.7 The Council and/or the Exemptions Board shall have reference to the following criteria in considering and deciding on any application for exemption; or any appeal against the Council's refusal or withdrawal of any exemption:

- (a) The applicant's past record (if applicable) of compliance with the provisions of Council's Agreements and Exemptions Certificates.
- (b) Any special circumstances that might exist.
- (c) Any precedents that might be set.
- (d) The period for which the exemption shall operate.
- (e) It is fair to both the employer, its employees and other employees in the sector.
- (f) It does not undermine the Agreement.
- (g) It will make a material difference to the viability of a business.
- (h) It will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job loss.
- (i) The Exemptions Board must conduct its proceedings in a manner that it considers appropriate in order to determine the application fairly and quickly, but must deal with the substantial merits of the application with the minimum of legal formalities.
- (j) Subject to the discretion of the Exemptions Board as to the appropriate form of the proceedings, the applicant, the Council and any representative of the parties may give evidence, call witnesses, question witnesses of any other party and address arguments to the Exemptions Board.

29.8 Within 14 days of the conclusion of the proceedings, the Exemptions Board must issue a decision, with reasons, which shall have the same effect as an arbitration award.

29.9 In accordance with a decision made terms of clause 29.5 or 29.8, or where the Council grants an exemption, the Secretary of the Council must issue a license of exemption setting out—

- (a) the applicant's name;
- (b) the clause from which the exemption has been granted;
- (c) any conditions relating to the exemption; and
- (d) the period of the exemption.

29.10 If an application is refused, or if the Council makes a decision to withdraw an exemption already granted, the Council shall communicate to the applicant its reasons for not granting the application or for withdrawing an exemption, in whole or part.

29.11 Where the Council deems fit, on good cause, to withdraw any exemption granted by it, it shall give two weeks' notice to the applicant whether or not the time period of the exemption has expired. Where an exemption has been granted by the Exemptions Board and the Council seeks, on good cause, to withdraw such exemption it shall make application to the Exemptions Board to withdraw the exemption.

29.12 An application for an exemption may lodge an appeal against a Council decision to refuse or to withdraw an exemption.

29.13 The Secretary shall make the necessary arrangements to convene the Exemptions Board (in terms of clause 29.1).

29.14 The cost associated with the processing of the application for exemption at I.M.S.S.A. shall be borne by the Council in respect of parties.

29.15 The Secretary of the Council shall provide the Exemptions Board with the details and documentation of the application for exemption. In addition the Secretary shall provide the necessary services to the Board so as to ensure its smooth operation.

29.16 The Secretary of the Council shall—

- (a) retain a copy of any certificate of exemption;
- (b) forward to the employer and employees a copy of the certificates, which shall be kept available for inspection at all times, and in addition it shall be posted on the employer's notice board;
- (c) report back to the Council on the outcome of all deliberations of the Exemptions Board.

30. ADMINISTRATION

30.1 The Council is responsible for the administration of this Agreement.

30.2 The Council may issue guidelines to employers and employees regarding the implementation of this Agreement.

30.3 The Council may appoint designated agents to monitor and enforce the provisions of this Agreement.

31. COUNCIL LEVIES

31.1 Each employer must deduct a Council levy in accordance with item 8 of Annexure A from the wages of each employee.

31.2 Employers must pay to the Council an amount equivalent to that deducted from all its employees.

31.3 Every employer must pay the amounts referred to in clauses 31.1 and 31.2 to the Council before the 15th day of the following month.

32. AGENCY SHOP

32.1 For the purposes of this Agreement—

- (a) "agency fee" means a wage deduction equivalent to the amount of the trade union subscription, less the amounts in respect of the union bursary fund and the union funeral benefit fund;
- (b) the agency fee shall be applied by an employer to employees who, although being eligible to be members of the trade union, are non-union members.

3.2 Such amounts deducted from any non-union employees shall be paid by the employer to the Council by the 15th day of the following month, together with a schedule detailing information required in clause 26.3 of this Agreement.

3.3 Monies paid to the Council in terms of clauses 32.1 and 32.2 shall be used by the trade union party exclusively for the purposes of Council collective bargaining expenditure, and specifically shall not be used for a strike fund, nor for the support of any political party.

32.4 (a) The Secretary of the Council shall account to the Council for any agency fee monies paid to the Council by any employer in the Industry, which monies shall be paid to the representative trade union.

(b) Any agency fee monies paid to the representative trade union shall be paid into a separate account administered by that representative trade union, and shall be accounted for on an annual basis to the Council.

32.5 An employee who is not a member of the trade union party shall not be compelled to become a member of the trade union.

33. FAILURE TO MAKE PAYMENTS TO THE COUNCIL

33.1 If any amount that is payable to the Council in terms of this Agreement is not paid by the stipulated date—

- (a) interest will accrue on that amount from the stipulated date of payment;
- (b) the employer will become liable for any legal costs incurred by the Council for recovery of the amounts due.

33.2 The interest referred to in clause 33.1 is the interest prescribed from time to time in terms of the Prescribed Rate of Interest Act, 1975.

34. REGISTRATION OF EMPLOYERS AND EMPLOYEES

34.1 Every new employer entering the Industry must within one month from the start of business send the following particulars to the Secretary of the Council:

- (a) The employer's name and address;
- (b) the business's name and address;
- (c) the date of the start of business;
- (d) the nature of the business and products made;
- (e) an application for membership of the Textile Industry Provident Fund.

34.2 The Secretary of the Council must keep a register of all employers engaged in the Industry.

35. EXHIBITION OF AGREEMENT

Every employer must make this Agreement available to employees in the place of work.

36. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF AGREEMENT

36.1 The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of the Agreement.

36.2 A dispute about the interpretation, application or enforcement of this Agreement may be lodged with or referred to the Secretary of the Council by any person for resolution in terms of this Agreement.

36.3 The Secretary of the Council may require a designated agent to investigate the dispute.

36.4 The designated agent must investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with such agreement through conciliation.

36.5 The designated agent must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

36.6 If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of an agreement, the agent—

- (a) must investigate the alleged breach;
- (b) may endeavour to secure compliance with the agreement; and
- (c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

36.7 On receipt of the report, the Secretary may—

- (a) require the designated agent to make further investigations;
- (b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
- (c) refer the dispute for conciliation to the Disputes Committee of the Council;
- (d) issue a compliance order; or
- (e) refer the dispute to arbitration in terms of this Agreement.

36.8 If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.

36.9 If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.

36.10 The party on who the order is served may object in writing. The objection must be served on the Council within 14 days of service of the order.

36.11 If a party objects, the Secretary may take any of the steps referred to in clause 36.7, except the issuing of another compliance order.

36.12 If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.

36.13 If the dispute is referred to arbitration the Secretary must appoint an arbitrator from the panel of arbitrators.

36.14 The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.

36.15 The Secretary must serve notice of the date, time and venue of the arbitration on—

- (a) the parties to the dispute;
- (b) any person who may have a legal interest in the outcome of the arbitration.

36.16 The arbitrator must—

- (a) endeavour to conciliate the dispute; and
- (b) if the dispute remains unresolved, resolve the dispute through arbitration.

36.17 The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the disputes with the minimum of legal formalities.

36.18 Subject to the arbitrators discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.

36.19 The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.

36.20 In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, or by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.

36.21 If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.

36.22 If a party, other than the party who referred the dispute to the Council, fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may—

- (a) continue with the arbitrator proceedings in the absence of that party; or
- (b) adjourn the arbitration proceedings to a later date.

36.23 The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that—

- (a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;
- (b) the dispute is capable of being determined by written evidence only;
- (c) the dispute is about the interpretation or enforcement of the Agreement; or
- (d) the parties to the dispute agree.

36.24 Notwithstanding the provisions of clause 36.19, the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that—

- (a) the parties have been properly served; and
- (b) it is appropriate in the circumstances to do so.

36.25 Within 14 days of the conclusion of the arbitrator proceedings—

- (a) the arbitrator must issue an arbitration award, with reasons, signed by the arbitrator; and
- (b) the Council must serve a copy of that award on each party to the dispute.

36.26 On good cause shown, the Secretary of the Council may extend the period in which the arbitration award and the reasons are to be served and filed.

36.27 An arbitrator may make any appropriate award, including an order for costs, that gives effect to the Agreement.

36.28 An arbitrator may at their own initiative or as a result of an application by an affected party, vary or rescind an award—

- (a) erroneously sought or made in the absence of any party affected by the award;
- (b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
- (c) granted as a result of a mistake common to the parties to the proceedings.

37.29 The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.

36.30 The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

37. EXISTING AGREEMENTS

37.1 The parties acknowledge and recognise that all previously concluded agreements, the contents of which are not specifically dealt with in this Agreement, will continue to be binding on the parties to such agreements. Specifically, clauses contained in such agreements relating to the wage matrix and wage grade models will remain applicable.

37.2 All conditions applicable at the various participating employers will, where they are more favourable than those concluded in this Agreement, remain in full force and effect. The parties have agreed that the mix of conditions may be amended, provided that no benefits are reduced.

38. DEFINITIONS

In this Agreement, unless the context indicates otherwise—

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

“**Cotton Textile Processing and Manufacturing Industry**” or “**Industry**” means the industry in which employers and their employees are associated wholly or mainly for any of the following purposes:

- (a) The manufacture of yarn by any process whatsoever, and/or consequent thereon, including all operations and processes incidental thereto, from any combination of any of the following raw materials: Cotton, vegetable fibres, spun silk, rayon, including viscose, acetate, cuprammonium, nylon and/or any other synthetic or man-made fibre, and also including all waste and/or by-products from any or all such fibres, excluding the manufacture of any worsted processed yarn for use in the worsted industry;
- (b) the manufacture of any woven cloth or fabric, including all operations and processes incidental thereto, or consequent thereon, from any or all such raw materials and/or wastes and/or yarns mentioned in (a), including man-made filament yarns;
- (c) the dyeing and/or finishing and/or processing in any way whatsoever, including all operations incidental thereto, or consequent thereon of any raw materials and/or waste and/or yarns and woven fabrics mentioned in (a) and (b);

“**day**” means the 24-hour period from the time an employee is expected to commence work;

“**employee**” means—

- (a) any person, excluding an independent contractor, who works for an employer engaged in the Cotton Textile Processing and Manufacturing Industry and who receives, or is entitled to receive, remuneration; and
- (b) any other person who in any manner assists in carrying on or conducting the business of such employer, and “employed” and “employment” have meanings corresponding to that of “employee”;

“**grading**” and “**grades**” refers to the grading of jobs in the Industry as reflected in Annexure A;

“**minimum wage**” means the minimum rate of pay prescribed in the Agreement;

“**ordinary hours of work**” means the hours of work permitted in terms of the Annexure A to this Agreement;

“**overtime**” means the time that an employee works during any shift or week in excess of ordinary hours of work;

“**parties to the Agreement**” means the Southern African Clothing and Textile Workers' Union, the South African Cotton Textile Processing Employers' Association and the Thread Manufacturing and Processing Employers' Association;

"public holidays" means public holidays as defined in the Public Holidays Act, 1994 (Act No. 36 of 1994);

"shift" means any one continuous period of work, whether it be a day, afternoon or night shift;

"temporary employee" means an employee who is employed in a temporary capacity on a fixed-term contract for a period up to six months, in a position for which the trade union would reasonably bargain and could be categorised as being paid on a weekly or hourly basis.

Signed at Durban, for and on behalf of the parties, this 22nd day of October 1999.

C. COOK

SACTPEA

W. EVELYN

TMPEA

J. NGCOBO

SACTWU

ANNEXURE A

WAGE SCHEDULE

1. **Wages:** From the date of coming into operation of this Agreement to 30 June 2000. (Clause 4):

- 1.1 Employees to be paid the greater of the Council minimum wage, or their existing wage increased by 7,5%.
- 1.2 The Council minimum hourly wage is:

Grade	Hourly wage
1	R 9,27
2	R 9,45
3	R 9,71
4	R10,12
5	R10,63

2. **Annual bonus** (Clause 7):

- 2.1 An employee who has worked continuously for an employer for a full year as at December 1999 shall receive a minimum annual bonus equivalent to two weeks' basic wages calculated at such employee's wage grade.
- 2.1 Where an employer is paying an annual bonus of less than three weeks' wages, the annual bonus is to be increased by one-third of a week (15 hours pay, for a 45-hour week), to be paid in December 2000.

3. **Ordinary hours of work** (Clause 12):

The maximum ordinary hours of work that an employer may require or permit an employee to work in 45 hours in a week.

4. **Annual leave:** (Clause 18):

An employee is entitled to 15 working days' leave per annum, paid at the employee's basic wage. Public holidays are to be paid in addition to annual leave.

5. **Maternity leave** (Clause 20):

A female employee who is pregnant is entitled to six months' maternity leave, four months of which is to be paid at 33,2% of her basic wage. The remaining two months, if taken, shall be unpaid.

6. **Provident fund** (Clause 22):

- 6.1 Every employer and every employee must contribute a minimum amount equivalent to 5,25% of the employee's basic wage to a registered retirement fund.
- 6.2 From the date of coming into operation of this Agreement, the contribution by both employer and employee increases to a minimum of 5,5% of the employee's basic wage.

7. **Night shift allowance** (Clause 6):

- 7.1 A minimum night shift allowance of 5% of the basic hourly rate of pay shall be paid for work performed between 18:00 and 06:00.
- 7.2 Where an employer currently pays a more favourable shift allowance, that employer shall be allowed to adjust such allowance to ensure that, on aggregate, it is no less favourable than any current shift allowance and/or shift premium currently being paid.

8. **Council levies** (Clause 31):

The Council levy in respect of every employee and every employer is 20 cents per weekly paid employee per week

- (4) **"medical officer"** means a registered medical or dental practitioner or a specialist who—
- is serving as a medical officer or dental officer in the Regular Force;
 - is undergoing training or is performing service as a medical officer, dental officer, or specialist in the Reserve Force;
 - is employed on a whole-time, part-time, sessional or contractual basis in the DoD in terms of the Public Service Act, No. 103 of 1994, and holds the post and carries the responsibility of a medical officer, dental officer or specialist; or
 - has, in terms of regulation 11 (2) (g) of Chapter XV of these Regulations, been designated as a medical officer either generally or in relation to a specific patient;
- (5) **"member"** means a person who is—
- serving in terms of section 9 of the Act in the Regular Force;
 - serving in terms of section 16, 24bis, 32 of 44 (9) of the Act in the Reserve Force; or is
 - allocated to the Reserve and is rendering service in terms of section 52 or 52A or is undergoing training in terms of section 51 of the Act;
- (6) **"Minister"** means the Minister of Defence;
- (7) **"recorded"** means recorded in the leave register of a member;
- (8) **"SANDF"** means the South African National Defence Force;
- (9) **"sick leave cycle"** means the period that commences on a fixed common date, namely 1 January 1998, and on each third anniversary of that date; and
- (10) **"the Act"** means the Defence Act, No. 44 of 1957.

PART I

GENERAL MEASURES

Aim

2. The employer shall grant a member leave for normal requirements, to recover from illness and for other specified reasons.

Application

3. The regulations relating to leave of absence are applicable to members of the Permanent Force (hereinafter referred to as the Regular Force or regulars, as the case may be) and the Citizen Force and Commandos (hereinafter referred to as the Reserve Force or the reserves, as the case may be).

Delegation of powers

4. The Minister may, in writing, delegate any power, duty or function which has, by this Chapter been conferred or imposed upon or entrusted to him or her, to an officer over whom he or she exercises control or authority, on such conditions he or she may determine.

Applicability to members serving in terms of section 20 of the Act

5. Notwithstanding provisions to the contrary contained in this Chapter, the regulations relating to leave of absence for members of the Regular Force are *mutatis mutandis* applicable to members of the Reserve Force rendering temporary whole-time service in terms of section 20 of the Act.

All members are entitled to leave and members of the Regular Force are entitled to leave gratuity

6. Members are encouraged to fully utilise their vacation leave in the year earned.

7. Members are entitled to leave of absence, but may be refused such leave only if the exigencies of the SANDF, which may include military operations, exercises and training (as an integral part of operations or exercises) do not permit the absence of a member from duty.

8. No member is entitled to claim any payment in respect of the cash value of leave standing to his or her credit, unless specified otherwise.

9. A leave gratuity, consisting of payment of a day's salary plus pensionable allowances where applicable, for each day of accumulated leave, shall be paid to a member of the Regular Force on the termination of his or her service is prescribed. Should a member's leave records be incomplete, a sample of the average accrued leave of all members in the corresponding rank, former force and mustering shall be taken to determine the reasonable number of days to ensure payment of a realistic gratuity.

Transfer of leave credit and recognition of other services

10. The previous service of a person who was in full-time employment of—

- a State-aided school or training institution;

- (2) a State department established by an Act of Parliament other than the Defence Act, 1957;
- (3) a statutory body specifically established by an Act of Parliament; or
- (4) any armed force as defined in section 1 of the Transitional Executive Council Act, 1993 (Act No. 151 of 1993), who is appointed or enrolled without any break in service, is taken into account for leave purposes.

Leave registers

11. The Chief of the SA National Defence Force or his or her delegate shall keep a leave register for each member, which may be on an approved electronic medium, in which all absences from duty are recorded according to the headings described in regulations 14 to 17 and 19.

12. All leave registers and leave applications shall be filed for audit purposes in terms of the measures laid down by the Auditor General, whereafter such records shall be dealt with in terms of the National Archives of SA Act, No. 43 of 1996.

Long service recognition: Discounting of leave

13. Regular Force members, after having completed 20 and 30 years' continuous and consistently satisfactory government service, may apply within the financial year in which they qualify, for the discounting of their accumulated vacation leave at their current salary (including pensionable allowances) as follows:

- (a) Members with 20 years' continuous service: Cash payment for 10 days vacation leave.
- (b) Members with 30 years' continuous service: Cash payment for 15 days vacation leave.

PART II

CLASSIFICATION OF LEAVE OF ABSENCE: REGULAR FORCE

14. **Vacation leave** shall consist of—
- (1) accumulative vacation leave with full pay;
 - (2) non-accumulative vacation leave with full pay; and
 - (3) vacation leave without pay.
15. **Sick leave**, which shall not be abused and of which more than three consecutive days shall be prescribed by a medical officer, shall consist of—
- (1) sick leave with full pay;
 - (2) sick leave with half pay;
 - (3) sick leave without pay;
 - (4) special sick leave with full pay;
 - (5) additional sick leave with full pay for utilisation by members with at least ten years' continuous service.
16. **Maternity leave** shall be available for utilisation by a woman member.
17. **Special leave** shall consist of—
- (1) special leave with full pay where specified;
 - (2) special leave for prescribed purposes;
 - (3) special leave with conditions of pay; and
 - (4) rest day leave with full pay for utilisation by members ordered or commanded to perform certain prescribed duties.
18. Members shall, for the purpose of vacation and sick leave, be classified in the following groups and shall be granted leave accordingly:

Serial	Classification	Annual vacation leave accrual (days)	Number of days' sick leave in each cycle with	
			Full pay	Half pay
1.	Members who were appointed or enrolled before 1 January 1968 and who were classified in terms of the pre-revised vacation leave in Group I (15 years' or longer continuous Government service)	38	120	120
2.	Members who were appointed or enrolled on or after 1 January 1968 and who have completed the following service:			
	(i) Group II (10 years' or more continuous Government service)	36	120	120
	(ii) Group III (less than 10 years' continuous Government service)	30	120	120

Serial	Classification	Annual vacation leave accrual (days)	Number of days' sick leave in each cycle with	
			Full pay	Half pay
3.	Registered nursing personnel who were appointed or enrolled in the Regular Force before 1 January 1968.....	54	120	120
4.	Registered and/or enrolled nursing personnel (excluding nursing assistants) who were appointed or enrolled in the Regular Force on or after 1 January 1968 and who have completed the following service:			
	(i) 10 years or more	52	120	120
	(ii) Less than 10 years	46	120	120
5.	Nursing assistants who were enrolled in the Regular Force before 1 January 1968	48	120	120
6.	Nursing assistants who were enrolled in the Regular Force on or after 1 January 1968 and who have completed the following service:			
	(i) 10 years or more	46	120	120
	(ii) Less than 10 years	40	120	120
7.	Student and pupil nurses in the Regular Force	30	120	120
8.	Military university educators employed at the military science faculty of the Military Academy which faculty closes during periods when instruction is suspended and who are eligible for non-accumulative leave in accordance with Regulation 14.....	12	90	90
9.	Short-term Service members appointed or enrolled for the initial period of two years.....	30	80	80

PART III

THE RESERVE FORCE

Classification of leave of absence

19. All leave of absence shall be classified under one or more of the following headings:

- (1) **Compassionate leave** with full pay.
- (2) **Vacation leave** consisting of—
 - (a) limited accumulative leave with full pay at a rate of two working days for every month uninterrupted service to a member voluntarily serving in terms of section 24bis or 44 (9) of the Act;
 - (b) non-accumulative leave with full pay; and
 - (c) leave without pay.
- (3) **Recuperative leave** with full pay as prescribed.
- (4) **Special leave** with full pay as prescribed.

PART IV

EXCEPTIONAL CASES

20. In the event of circumstances arising for which this Chapter does not adequately provide or where in exceptional circumstances it is necessary for the proper administration in terms of the Act or in the interests of the SA National Defence Force to depart from the provisions of this Chapter, the Chief of the South African National Defence Force may authorise such departure.

PART V

ANNOUNCEMENT OF PROCEDURES AND CONDITIONS

21. The procedures and conditions with regard to provisions contained in this Chapter shall be published in Department of Defence Instructions.

PART VI

AUTHORITY FOR PROMULGATION

22. This Chapter is promulgated in terms of section 87 (1) (f) of the Act.

SOUTH AFRICAN REVENUE SERVICE SUID-AFRIKAANSE INKOMSTEDIENS

No. R. 601

15 June 2000

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 3 (No. 3/463)

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

M. MPAHLWA

Deputy Minister of Finance

SCHEDULE

I		II			III	
Rebate Item	Tariff Heading	Rebate Code	C D	Description	Extent of Rebate	Annotations
306.01	"2905.13	01.06	69	By the insertion after tariff heading No. 29.05 of the following: Butan-1-ol (n-butyl alcohol), for the manufacture of dibutyl orthophthalate and dibutyl maleate	Full duty"	

No. R. 601

15 Junie 2000

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 3 (No. 3/463)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

M. MPAHLWA

Adjunkminister van Finansies

BYLAE

I		II			III	
Korting = item	Tariefpos	Korting = kode	C D	Beskrywing	Mate van Korting	Annotasies
306.01	"2905.13	01.06	69	Deur na tariefpos No. 29.05 die volgende in te voeg: Butan-1-ol (n-butiëlalkohol), vir die vervaardiging van dibutiëlortoftalaat en dibutiëlmaleaat	Volle reg"	

No. R. 602

15 June 2000

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 4 (No. 4/239)

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

M. MPAHLWA

Deputy Minister of Finance

SCHEDULE

Rebate Item	Tariff Heading	Rebate Code	C. D.	Description	Extent of Rebate	Anno=tations
460.16	"84.27	01.04	42	By the insertion after tariff heading No. 84.08 of the following: Works trucks of a mass exceeding 50 t, designed for the transport of iron ladles, slag pots and scrap buckets within steel mills, in such quantities, at such times and subject to such conditions as the Director-General: Trade and Industry, on the recommendation of the Board on Tariffs and Trade, may allow by specific permit	Full duty"	

No. R. 602

15 June 2000

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 4 (No. 4/239)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 4 by genoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

M. MPAHLWA

Adjunkminister van Finansies

BYLAE

Korting Item	Tariefpos	Korting=kode	T. S.	Beskrywing	Mate van Korting	Anno=tasies
460.16	"84.27	01.04	42	Deur na tariefpos No. 84.08 die volgende in te voeg: Werktrouke met 'n massa van meer as 50 t, ontwerp vir die vervoer van yster gietpanne, slakpote en skrootemmers binne staalmeulens, in die hoeveelhede, op die tye en onderworpe aan die voorwaardes soos deur die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad op Tariewe en Handel, by bepaalde permit toelaat	Volle reg"	

DEPARTMENT OF TRADE AND INDUSTRY
DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 594

15 June 2000

SUGAR ACT, 1978

AMENDMENT OF THE CONSTITUTION OF THE SOUTH AFRICAN SUGAR ASSOCIATION

I, Alexander Erwin, Minister of Trade and Industry, hereby, in terms of section 2 (2) of the Sugar Act, 1978 (Act No. 9 of 1978), publish the amendments to the Constitution of the South African Sugar Association as set out in the Schedule.

A. ERWIN**Minister of Trade and Industry**

SCHEDULE

Definition

1. In this Schedule "the Constitution" means the Constitution of the South African Sugar Association, published under Government Notice No. R. 860 of 27 April 1979, as amended by Government Notices Nos. R. 2261 of 30 December 1994 and R. 34 of 13 January 1995.

Amendment of clause 5

2. Clause 5 of the Constitution is hereby amended by the substitution for paragraph x of the following paragraph:
- "(x) invest money as provided in terms of clause 6 on such terms and conditions as the Council may decide."

Amendment of clause 6 of the Constitution

3. Clause 6 of the Constitution is hereby amended by the addition of the following subclause:

"(4) The funds of the Association shall be invested only with registered financial institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and/or in securities listed on a stock exchange as defined in the Stock Exchanges Control Act, 1985, and shall be invested in the name of the South African Sugar Association, or in the name of any committee, fund division or department of the Association duly appointed or established in terms hereof. An amount paid on behalf of the Association or any such committee, fund, division or department thereof shall be paid in such manner and under such authorisations as the Council may from time to time determine."

Substitution of clause 11 of the Constitution

4. The following clause is hereby substituted for clause 11 of the Constitution:

"11. No amendment to this Constitution shall be made unless decided upon by a vote at a general or special meeting for which a period of notice has been given in accordance with the provisions of clause 7 (4). Any such amendment shall be conditional upon the consent of the Minister (as contemplated in section 2 of the Act) being obtained for such amendment and the publication of such amendment in terms of section 2 (2) of the Act. The publication of such amendment in terms of the said section shall be conclusive proof of the consent of the Minister concerned thereto. A copy of each amendment to the Constitution shall be submitted to the Commissioner of the South African Revenue Service."

Insertion of new clause 12 in the Constitution

5. The following new clause is hereby inserted in the Constitution after clause 11:

"(12) Dissolution of Association

Any assets remaining after dissolution of the Association shall be transferred, whether by way of donation or otherwise, only to some other institution, board or body which has been granted exemption from income tax in terms of paragraph 10 (1) (cA) (i) of the Income Tax Act, 1962, and whose objects are similar to those of the Association."

Renumbering of existing clauses 12 and 13 of the Constitution

6. The existing clauses 12 and 13 of the Constitution are hereby renumbered to read 13 and 14, respectively.

No. R. 594

15 Junie 2000

SUIKERWET, 1978

WYSIGING VAN DIE GRONDWET VAN DIE SUID-AFRIKAANSE SUIKERVERENIGING

Ek, Alexander Erwin, Minister van Handel en Nywerheid, publiseer hierby, ingevolge artikel 2 (2) van die Suikerwet, 1978 (Wet No. 9 van 1978), die wysigings van die Grondwet van die Suid-Afrikaanse Suikervereniging soos in die Bylae uiteengesit.

A. ERWIN**Minister van Handel en Nywerheid****BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken "die Grondwet" die Grondwet van die Suid-Afrikaanse Suikervereniging, gepubliseer by Goewermmentskennisgewing No. R. 860 van 27 April 1979, soos gewysig by Goewermmentskennisgewing Nos. R. 2261 van 30 Desember 1994 en R. 34 van 13 Januarie 1995.

Wysiging van klousule 5 van die Grondwet

2. Klousule 5 van die Grondwet word hierby gewysig deur die vervanging van paragraaf x deur die volgende paragraaf:

"(x) om geld te belê soos bepaal ingevolge klousule 6 op sodanige bedinge en voorwaardes as wat die Raad bepaal."

Wysiging van klousule 6 van die Grondwet

3. Klousule 6 van die Grondwet word hierby gewysig deur die byvoeging van die volgende subklousule:

"(4) Die fondse van die Vereniging moet belê word slegs by gergistreeerde finansiële instellings soos omskryf in artikel 1 van die Wet op Finansiële Instellings (Belegging van Fondse), 1984, en/of in sekuriteite wat gelys word op 'n aandeelbeurs soos omskryf in die Wet op die Beheer van Effektebeurse, 1985, en moet belê word in die naam van die Suid-Afrikaanse Suikervereniging of in die naam van enige komitee, fonds, afdeling of departement van die Vereniging wat ingevolge hiervan behoorlik aangestel of ingestel is. 'n Bedrag wat namens die Vereniging of enige sodanige komitee, fonds, afdeling of departement daarvan betaal is, moet op sodanige wyse en behoudens sodanige magtigings betaal word soos die Raad van tyd tot tyd bepaal."

Vervanging van klousule 11 van die Grondwet

4. Klousule 11 van die Grondwet word deur die volgende klousule vervang:

"11. Geen wysiging van hierdie Grondwet mag gemaak word nie tensy daartoe besluit is deur stemming op 'n algemene of spesiale vergadering waarvan 'n kennisgewingstydperk ooreenkomstig die bepalings van klousule 7 (4) gegee is. Enige sodanige wysiging is onderworpe aan die verkryging van die Minister se toestemming (soos in artikel 2 van die Wet bedoel) tot sodanige wysiging, en die afkondiging van sodanige wysiging ingevolge artikel 2 (2) van die Wet. Die afkondiging van sodanige wysiging ingevolge die gemelde artikel is afdoende bewys van die betrokke Minister se toestemming daartoe. 'n Afskrif van elke wysiging van die Grondwet moet aan die Kommissaris van die Suid-Afrikaanse Inkomstediens voorgelê word."

Die invoeging van nuwe klousule 12 in die Grondwet

5. Die volgende nuwe klousule word hierby in die Grondwet ingevoeg na klousule 11:

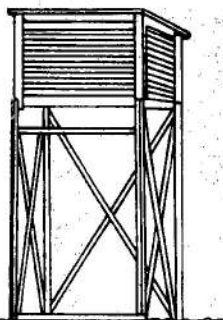
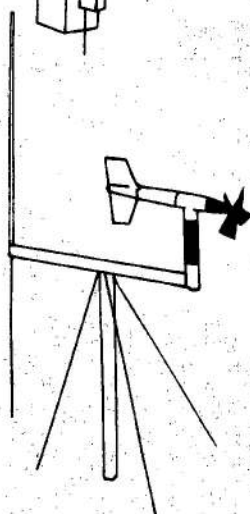
"(12) Ontbinding van Vereniging

Enige bates wat na ontbinding van die Vereniging oorbly, moet oorgedra word, hetsy by wyse van skenking of andersins, alleenlik aan 'n ander inrigting, raad of liggaam wat vrystelling van inkomstebelasting verleen is ingevolge paragraaf 10 (1) (cA) (i) van die Wet op Inkomstebelasting, 1962, soos gewysig, en wie se doelstelling soortgelyk aan dié van die Vereniging is."

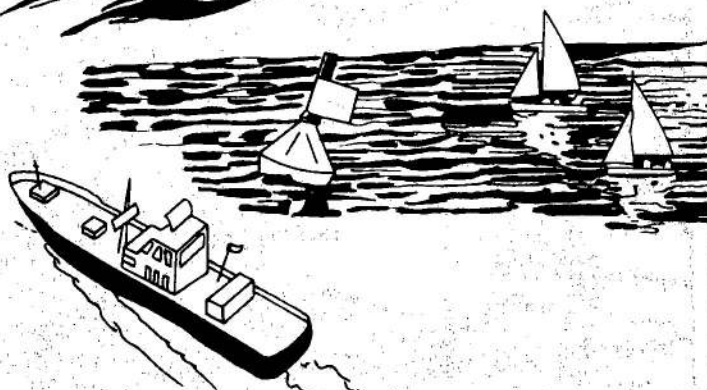
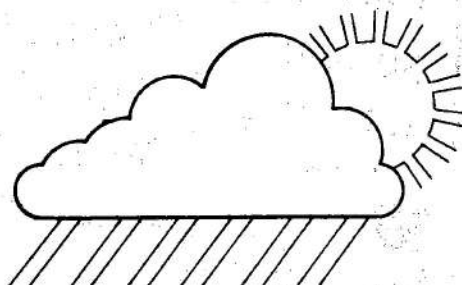
Hernommering van bestaande klousules 12 en 13 van die Grondwet

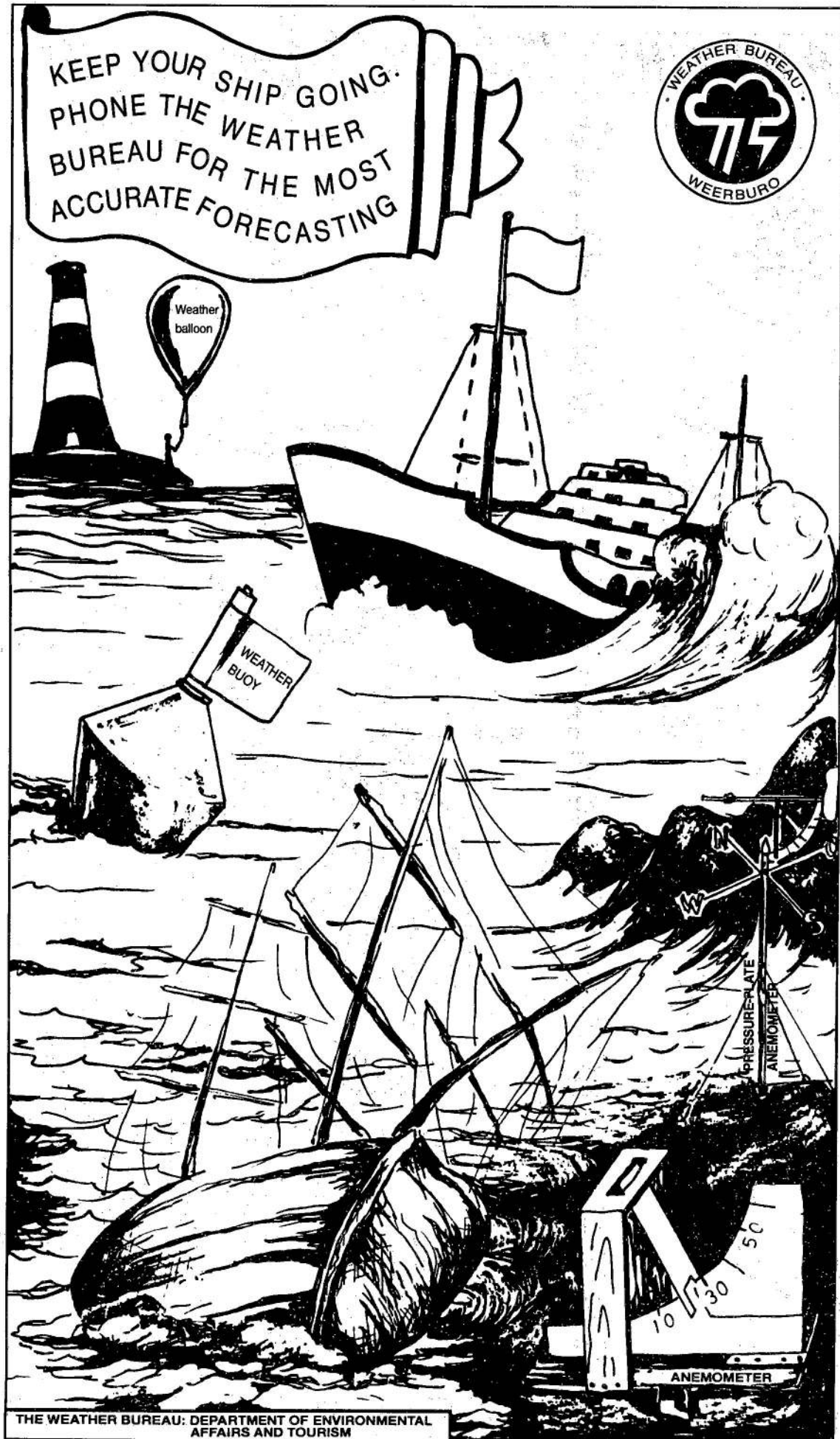
6. Die bestaande klousules 12 en 13 van die Grondwet word hierby hernommer om onderskeidelik 13 en 14 te lui.

SA WEATHER BUREAU SA WEERBURO



**W
E
A
T
H
E
R
·
S
E
R
V
I
C
E
S
·
W
E
E
R
D
I
E
N
S
T
E**





THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM

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

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