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**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

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**PROCLAMATION***by the**President of the Republic of South Africa***No. R. 22, 2002****TRUTH AND RECONCILIATION COMMISSION:  
COMMITTEE ON AMNESTY****PROCLAMATION UNDER SECTION 20 OF THE PROMOTION OF NATIONAL  
UNITY AND RECONCILIATION ACT, 1995 (ACT NO. 34 OF 1995)**

Notice is hereby given that amnesty in terms of Section 20(1) of the Promotion of National Unity and Reconciliation Act, 1995 (Act No. 34 of 1995), was granted-

on 31 May 2001 to -

(a) **WILLEM HELM JOHANNES COETZEE** (identity number 54020950900000), in respect of -

- (i) the assault of CHRISTOPHER LINDA PITSE;
  - (ii) the abduction of CHRISTOPHER LINDA PITSE; and
  - (iii) malicious damage to property in respect of the University of the North,
- committed during or about the period 1988 to 1989;

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

- (i) the conspiracy to murder TIM WILLIAMS;
- (ii) the conspiracy to maliciously damage the house occupied by TIM WILLIAMS;
- (iii) the conspiracy to murder URIAL ABRAHAMS;
- (iv) the conspiracy to maliciously damage the house occupied by URIAL ABRAHAMS; and
- (v) the conspiracy to maliciously damage three unknown structures in Botswana;

- (c) **WILLEM HELM JOHANNES COETZEE** (identity number 54020950900000), in respect of -
- (i) the murder of HARRY MNYELE; and
  - (ii) malicious damage to property in respect of various houses occupied at the time by RONA SEGALE, TIM WILLIAMS, URIAL ABRAHAMS and MUFF ANDERSON;
- (d) **LODEWYK DEJAGER** (identity number 4701285033006), in respect of -
- (i) the murder of HARRY MNYELE; and
  - (ii) malicious damage to property in respect of various houses occupied at the time by RONA SEGALE, TIM WILLIAMS, URIAL ABRAHAMS and MUFF ANDERSON;
- (e) **WIKUS JOHANNES LOOTS** (identity number 4001095049007), in respect of -
- (i) the murders of MACHOBANE, MNYELE, MTSWENI and PHALE; and
  - (ii) malicious damage to the properties known as sites 2067 and 2068, at or near Gaborone;
- (f) **JOHANNES CHRISTOFFEL MEYER** (identity number 5206165024009), in respect of malicious damage to property in respect of various houses occupied at the time by RONA SEGALE, TIM WILLIAMS, URIAL ABRAHAMS and MUFF ANDERSON;
- (g) **ANTON PRETORIUS** (identity number 580475046086), in respect of -
- (i) the murder of HARRY MNYELE; and
  - (ii) malicious damage to property in respect of various houses occupied at the time by RONA SEGALE, TIM WILLIAMS, URIAL ABRAHAMS and MUFF ANDERSON;



- (h) **JOHANNES ALBERTUS STEYN** (identity number 3909305045089), in respect of -
- (i) the murders of MACHOBANE, MNYELE, MTSWENI and PHALE; and
  - (ii) malicious damage to the properties known as sites 2067 and 2068, committed at or near Gaborone, Botswana during or about 1988 ;
- (i) **JOHN LOUIS MC PHERSON** (identity number 4806095096083), in respect of -
- (i) conspiracy to murder BARRY GILDER; and
  - (ii) malicious damage to property in respect of the building in which the Solidarity News Service operated at that time, committed in Botswana on or about 14 June 1985 ;
- (j) **FRANS NYONI MANDLAZI** (identity number 6702085503089), in respect of
- (i) the attempt to kill PARKS MANKAHLANE, committed in or near Nelspruit, Mpumalanga, on an unspecified date;
  - (ii) the attack on the house of WALLACE MAKHABELA, committed at or near Matsulu, Mpumalanga, during or about 1987;
  - (iii) the abduction and torture of TEASPOON NKOSI, committed at or near Matsulu and/or Kaapmuiden Bushbuckridge Railway Station, Mpumalanga, during or about 1987;
  - (iv) the abduction and assault of RICHARD SONO, committed at or near Sidlamafia and/or Tonga, Mpumalanga, during or about 1987;
  - (v) the abduction and torture of LUCKY LUBISI, committed at or near Nelspruit, Mpumalanga, during or about 1989;
  - (vi) the torture of PATRICK MLAZI, committed at or near Nelspruit, Mpumalanga, during or about 1989;
  - (vii) the torture of GIFT KHOZA, committed at or near Komatipoort, Mpumalanga, during or about 1989;
  - (viii) the abduction and torture of SAM SAMBO, committed at or near Matsulu and/or Barberton, Mpumalanga, during or about 1987;
  - (ix) the abduction and torture of LAWRENCE MOOI, committed at or

- near Matsulu and/or Barberton, Mpumalanga. during or about 1987; and
- (x) the abduction and torture of LIFE MOKOENA, committed during or about 1989 at or near Nkomazi, Mpumalanga;
- (k)(i) **MOGUPUDI B MPHANGA** (identity number 7009046026088); and
- (ii) **TSHEPO M MAKOLA** (identity number 7301235382087), in respect of -
- (aa) the attempted murder of BOY SKOSANA;
- (bb) the unlawful possession of an AK 47; and
- (cc) the unlawful possession of ammunition and all delicts flowing therefrom;
- (l) **CHARLES ALFRED ZEELIE** (identity number 5107105057085), in respect of -
- (i) the assault of TOKYO SEXWALE, committed at or near the Security Branch offices, John Voster Square, Johannesburg, during or about 30/31 December 1976;
- (ii) the assault and verbal abuse of JONAS BEN SIBANYONI, committed at or near the Security Branch offices in Sandton during or about 1980's; and
- (iii) the assault and torture of GEORGE MARTINS, committed at or near the Security Branch offices, John Voster Square, Johannesburg, during or about 1980's;
- (m) **WILHELM RIAAN BELLINGAN** (identity number 5903035108083), in respect of the killing of Z.J. KONILE, committed at or near NYIII road, Gugulethu, Cape Town, on or about 3 March 1986 ; and
- (n) **THAPELO JOHANNES MBELO** (identity number 6105125566084), in respect of the killing of T. MLIFI, committed at or near NYIII road, Gugulethu, Cape Town, on or about 3 March 1986.

**PROKLAMASIE***van die**President van die Republiek van Suid-Afrika*

No. R. 22, 2002

**KOMMISSIE VIR WAARHEID EN VERSOENING:  
KOMITEE OOR AMNESTIE****PROKLAMASIE KRAGTENS ARTIKEL 20 VAN DIE WET OP DIE BEVORDERING  
VAN NASIONALE EENHEID EN VERSOENING, 1995 (WET NO. 34 VAN 1995)**

Kennis word hiermee gegee dat amnestie kragtens artikel 20(1) van die Wet op Bevordering van Nasionale Eenheid en Versoening, 1995 (Wet No. 35 van 1995), verleen is-

op 31 Mei 2001 aan-

(a) **WILLEM HELM JOHANNES COETZEE** (identiteitsnommer 5204020950900000), ten opsigte van-

- (i) die aanranding op CHRISTOPHER LINDA PITSE;
  - (ii) die ontvoering van CHRISTOPHER LINDA PITSE; en
  - (iii) opsetlike saakbeskadiging ten opsigte van die Universiteit van die Noorde,
- gepleeg gedurende die tydperk 1988 tot 1989;

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

- (i) die sameswering om TIM WILLIAMS te vermoor;
- (ii) die sameswering om die woning deur TIM WILLIAMS bewoon, opsetlik te beskadig;
- (iii) die sameswering om URIAL ABRAHAMS te vermoor;
- (iv) die sameswering om die woning deur URIAL ABRAHAMS bewoon, opsetlik te beskadig; en
- (v) die sameswering om drie onbekende strukture in Botswana opsetlik te beskadig;

- (c) **WILLEM HELM JOHANNES COETZEE** (identiteitsnommer 54020950900000), ten opsigte van-
- (i) die moord op HARRY MNYELE; en
  - (ii) opsetlike saakbeskadiging ten opsigte van verskeie wonings op daardie stadium bewoon deur RONA SEGALE, TIM WILLIAMS, URIAL ABRAHAMS en MUFF ANDERSON;
- (d) **LODEWYK DEJAGER** (identiteitsnommer 4701285033006), ten opsigte van-
- (i) die moord op HARRY MNYELE; en
  - (ii) opsetlike saakbeskadiging ten opsigte van verskeie wonings op daardie stadium bewoon deur RONA SEGALE, TIM WILLIAMS, URIAL ABRAHAMS en MUFF ANDERSON;
- (e) **WIKUS JOHANNES LOOTS** (identiteitsnommer 4001095049007), ten opsigte van-
- (i) die moorde op MACHOBANE, MNYELE, MTSWENI en PHALE; en
  - (ii) die opsetlike saakbeskadiging van standplase 2067 and 2068, te of naby Gaborone;
- (f) **JOHANNES CHRISTOFFEL MEYER** (identiteitsnommer 5206165024009), ten opsigte van opsetlike saakbeskadiging ten opsigte van verskeie wonings op daardie stadium bewoon deur RONA SEGALE, TIM WILLIAMS, URIAL ABRAHAMS en MUFF ANDERSON;
- (g) **ANTON PRETORIUS** (identiteitsnommer 580475046086), ten opsigte van-
- (i) die moord op HARRY MNYELE; en
  - (ii) opsetlike saakbeskadiging ten opsigte van verskeie wonings op daardie stadium bewoon deur RONA SEGALE, TIM WILLIAMS, URIAL ABRAHAMS en MUFF ANDERSON;

- (h) **JOHANNES ALBERTUS STEYN** (identiteitsnommer 3909305045089), ten opsigte van-
- (i) die moorde op MACHOBANE, MNYELE, MTSWENI en PHALE; en
  - (ii) die opsetlike saakbeskadiging van standplase 2067 and 2068, te of naby Gaborone;
- (i) **JOHN LOUIS MC PHERSON** (identiteitsnommer 4806095096083), ten opsigte van-
- (i) die sameswering om BARRY GILDER te vermoor; en
  - (ii) opsetlike saakbeskadiging ten opsigte van die gebou waarin die Solidarity News Service sy werksaamhede op daardie stadium verrig het,
- gepleeg op of omtrent 14 Junie 1985 in Botswana;
- (j) **FRANS NYONI MANDLAZI** (identiteitsnommer 6702085503089), ten opsigte van-
- (i) die poging tot moord op PARKS MANKAHLANE, gepleeg op 'n ongespesifiseerde datum te of naby Nelspruit, Mpumalanga;
  - (ii) die aanval op die woning van WALLACE MAKHABELA, gepleeg gedurende of omtrent 1987 te of naby Matsulu, Mpumalanga;
  - (iii) die ontvoering en marteling van TEASPOON NKOSI, gepleeg gedurende of omtrent 1987 te of naby Matsulu en/of Kaapmuiden Bushbuckridge Spoorwegstasie, Mpumalanga;
  - (iv) die ontvoering van en aanranding op RICHARD SONO, gepleeg gedurende of omtrent 1987 te of naby Sidlamafia en/of Tonga, Mpumalanga;
  - (v) die ontvoering en marteling van LUCKY LUBISI, gepleeg gedurende of omtrent 1989 te of naby Nelspruit, Mpumalanga;
  - (vi) die marteling van PATRICK MLAZI, gepleeg gedurende of omtrent 1989 te of naby Nelspruit, Mpumalanga;
  - (vii) die marteling van GIFT KHOZA, gepleeg gedurende of omtrent 1989 te of naby Komatipoort, Mpumalanga;
  - (viii) die ontvoering en marteling van SAM SAMBO, gepleeg gedurende of omtrent 1987 te of naby Matsulu en/of Barberton, Mpumalanga;
  - (ix) die ontvoering en marteling van LAWRENCE MOOI, gepleeg



- gedurende of omtrent 1987 te of naby Matsulu en/of Barberton, Mpumalanga; en
- (x) die ontvoering en marteling van LIFE MOKOENA, gepleeg gedurende of omtrent 1989 te of naby Nkomazi, Mpumalanga;
- (k)(i) **MOGUPUDI B MPHANGA** (identiteitsnommer 7009046026088); en
- (ii) **TSHEPO M MAKOLA** (identiteitsnommer 7301235382087), ten opsigte van-
- (aa) die poging tot moord op BOY SKOSANA;
- (bb) die onwettige besit van 'n AK47; en
- (cc) die onwettige besit van ammunisie asook alle delikte wat uit sodanige besit; voortspruit;
- (l) **CHARLES ALFRED ZEELIE** (identiteitsnommer 5107105057085), ten opsigte van-
- (i) die aanranding op TOKYO SEXWALE, gepleeg gedurende of omtrent 30 tot 31 Desember 1976 by of naby die kantore van die Veiligheidstak, John Voster Plein, Johannesburg;
- (ii) die aanranding op en die mondelinge misbruik van JONAS BEN SIBANYONI, gepleeg gedurende of omtrent die tagtigerjare by of naby die kantore van die Veiligheidstak, Sandton; en
- (iii) die aanranding op en marteling van GEORGE MARTINS, gepleeg gedurende of omtrent die tagtigerjare by of naby die kantore van die Veiligheidstak, John Voster Plein, Johannesburg;
- (m) **WILHELM RIAAN BELLINGAN** (identiteitsnommer 5903035108083), ten opsigte van die doodmaak van Z.J. KONILE, gepleeg op of omtrent 3 Maart 1986 te of naby NYIII weg, Gugulethu, Kaapstad; en
- (n) **THAPELO JOHANNES MBELO** (identiteitsnommer 6105125566084), ten opsigte van die doodmaak van T. MLIFI, gepleeg op of omtrent 3 Maart 1986 te of naby NYIII weg, Gugulethu, Kaapstad.

No. R. 23, 2002

**TRUTH AND RECONCILIATION COMMISSION:  
COMMITTEE ON AMNESTY**

**PROCLAMATION UNDER SECTION 20 OF THE PROMOTION OF NATIONAL UNITY  
AND RECONCILIATION ACT, 1995 (ACT NO. 34 OF 1995)**

Notice is hereby given that amnesty in terms of Section 20(1) of the Promotion of National Unity and Reconciliation Act, 1995 (Act No. 34 of 1995), was granted -

on 31 May 2001 to

- (a)(i) **JAN HATTING CRONJE** (identity number 3611185012086);
- (ii) **ROBERT LESLIE JUBBER** (date of birth 30 August 1949); and
- (iii) **JACQUES HECHTER** (identity number 5206135129086), in respect of-
  - (aa) conspiracy to murder **LEONARD BROWN, SELLO RAMAKOBYE, DAVID MODIMENG** and **JOYCE MODIMENG**, committed at or Oukasie Location, Brits, during or about 1986; and
  - (bb) defeating the ends of justice, and any offence flowing from the incidents;
- (b)(i) **JACQUES HECHTER** (identity number 5206135129086);
- (ii) **MACHIEL ANDRIES S PRETORIUS** (identity number 6110095079001); and
- (iii) **PAUL J JANSEN VAN VUUREN** (identity number 6211245167009), in respect of-
  - (aa) the murder of **JOYCE MODIMENG**;
  - (bb) the attempted murder of **LEONARD BROWN, SELLO RAMAKOBYE** and **DAVID MODIMENG**, committed at or near Oukasie, Brits, during or about 1986;
  - (cc) defeating the ends of justice;

- (dd) any offence in contravention of the Explosives Act; and
- (ee) any offence or delict flowing from the incidents;
- (c)(i) **JACQUES HECHTER** (identity number 5206135129086);
- (ii) **JOHANNES JACOBUS VIKTOR Jnr** (identity number 5703175119001);
- (iii) **JOSEPHUS DANIEL COETSER** (identity number 4712075017083); and
- (iv) **JAN HATTING CRONJE** (identity number 3611185012086), in respect of-
  - (aa) the murder of MADIPHOSO ESTHER MASUKU;
  - (bb) the attempted murder of EZEKIEL OUPA MASUKU, THABO MASUKU, NDUMANI MASUKU and CLIFFORD MASUKU;
  - (cc) arson in respect of the burning of house no. 44, Mashifane Street, Atteridgeville, committed on or about 5 March 1986;
  - (dd) defeating the ends of justice;
  - (ee) any offence in contravention of the provisions of the Explosives Act; and
  - (ff) any offence or delict flowing from the incident;
- (d)(i) **ERNEST LEKOTE PULE** (identity number 5503305708081);
- (ii) **AARON MKHWANAZI** (identity number 5310305692087); and
- (iii) **GEORGE KOLOI SIBANYONI** (identity number 5810155953083), in respect of-
  - (aa) the murder of ZB TSHUKANE, M J LESABANE, TA MODISE and PJ MOTLHABANE, committed at or near Braklaagte on or about 31 July 1990;
  - (bb) the attempted murder of CONSTABLES MUTHELESI and LETEBELA, committed at or near Braklaagte on or about 31 July 1990;
  - (cc) the theft of a vehicle from HP MOKGATLHA, committed at or near Braklaagte on or about 31 July 1990; and
  - (dd) the unlawful possession of firearms, explosives and weapons of war, committed at or near Braklaagte on or about 31 July 1990;

- (e) **THAPELO PATRICK MASEKO** (identity number 5604035922081), in respect of attempted armed robbery and any offence or delict flowing from the incident, committed at or near Johannesburg during or about 1990;
- (f) **HENRI VAN DER WESTHUIZEN** (identity number 6003045074000), in respect of-
  - (i) being accessory after the fact and defeating the ends of justice with regard to the attempted murder of ALBERT LOUIS SACHS and malicious damage to property in respect of a Honda Civic motor vehicle being used by SACHS, committed in or near Maputo, Mozambique, on or about 7 April 1986;
  - (ii) being accessory after the fact and defeating the ends of justice with regard to the shooting of two or three ANC operatives in Maseru, Lesotho, and the abduction of SIMON MOKGETLHA from Lesotho to Ladybrand, committed during the period March to August 1986;
  - (iii) being accessory after the fact and defeating the ends of justice with regard to the murder by poisoning of GIBSON NCUBE "GIBSON MONDLANE" committed in Mozambique on or about 5 April 1987;
  - (iv) during the period 1987 to 1989, various instances of contravening the terms of the Arms and Ammunition Act in respect of the unlawful supply of arms and explosives and ammunition to-
    - (aa) the C.C.B. for use in Mozambique; and
    - (bb) the security forces of the then Ciskei homeland;
- (g) **SAMPINA HENDRIK BOKABA** (identity number 5607025614089), in respect of all offences resulting directly from an assault on SCHEEPERS MORUDI;
- (h) **JOHANN FREDERICH VERSTER** (identity number 5011295657086), in respect of-
  - (i) all offences resulting directly from an abortive attack upon two journalists, HEIDI VON EGGERTY and JOHN LIEBENBERG,

- committed at or near Windhoek during or about the period 1989 to 1993;
  - (ii) all offences resulting directly from the unlawful tapping of telephones, committed in or near Windhoek during or about the period 1987 to 1993;
  - (iii) all offences resulting directly from the planned attack on MR JESUS HAWALA, committed during or about the period 1987 to 1993;
  - (iv) all offences resulting directly from the planned attack on MR HIDIPO HAMATENYA, committed during or about the period 1987 to 1993;
  - (v) all offences resulting directly from his participation in a project of the DCC to discredit the ANC, committed during or about 1991;
  - (vi) all offences resulting directly from the interrogation of MR BILLY NKALA, committed during or about the period 1987 to 1993; and
  - (vii) all offences resulting directly from the unlawful destruction of records relating to the activities of DCC, committed during or about the period 1987 to 1993;
- (i) **STEPHEN THEMBA NKOSI** (identity number 5708085888082), in respect of all offences of unlawfully possessing firearms and explosives and recruiting members on behalf of the ANC and MK, committed during or about 1977;
- (j) **GERT CORNELIUS HUGO** (identity number 5406015158086), in respect of all offences resulting directly from his role, in supplying logistical support for the purposes of Operation Orpheus, committed in or near the Eastern Cape during or about the period 1986 to 1987;
- (k) **JAN ANTON NIEUWOUDT** (identity number 5604035061088), in respect of all offences and conduct resulting directly from the poisoning of beer intended for KNOX DLAMINI, committed during or about the period 1988 to 1989;



- (l) **JOHAN ALBERT HOFFMANN** (identity number 5706055101007), in respect of all offences and delicts resulting directly from an arson attack on Khanya House, committed in or near Pretoria on or about 12 October 1988;
- (m) **GARY LEON POLLOCK** (identity number 6206095190000), in respect of-
  - (i) all offences resulting directly from the planting of an illegal 9mm pistol in the house of one, **ABRAHAM MOKOENA**, committed at or near Alexandria;
  - (ii) all offences resulting directly from the burglary at the ANC offices, committed at or near Alexandria;
  - (iii) all offences relating to the damaging of a bus transporting supporters of the accused at the Delmas treason trial;
  - (iv) all offences resulting directly from his conduct in forewarning members of the IFP of impending police raids on IFP hostels;
  - (v) all offences resulting directly from the supply of arms and ammunition to the IFP in Alexandria;
  - (vi) all offences resulting directly from his participation in Stratcom operations of the Alexandria security branch;
  - (vii) all offences resulting directly from his participation in invasions into Alexandria township;
  - (viii) all offences resulting directly from his conduct as an ostensible employee in the security division of the Anglo American Corporation, during or about 1989;
  - (ix) all offences resulting directly from his participation in surveillance operations, in the course of duty as a member of the Alexandria security branch; and
  - (x) all offences resulting directly from the unlawful possession of an AK47 assault rifle and the unlawful supply of an AK47 assault rifle;
- (n) **ANDRIES JOHANNES VAN HEERDEN** (identity number 5409055130081), in respect of-
  - (i) the assault on **SOLOMON MAHLANGU**;
  - (ii) the arrest of **EDWARD MOKATI** and assault on detainees,

- committed during or about 1988; and
  - (iii) assaults on various people during the interrogation following the Café Zurich bomb explosion;
- (o) **GERHARDUS CORNELIUS BEESLAAR** (identity number 3802165043080), in respect of-
- (i) malicious damage to the property known as Cosatu House;
  - (ii) the unlawful possession of arms, ammunition and explosives for the purpose of committing the offence referred to above;
  - (iii) defeating the ends of justice by, inter alia, covering up the nature and cause of the explosion at Cosatu House; and
  - (iv) any other offence or delict flowing directly or indirectly from acts and omissions in respect of the explosion caused at Cosatu House, committed on or about 7 May 1987;
- (p)(i) **DIRK KOTZE GENIS** (identity number 2806035002003); and
- (ii) **WILLEM FREDERICK SCHOON** (identity number 3103015023004), in respect of all offences resulting directly from the abduction and detention of MR HERBERT MBALI, committed during or about November 1972;
- (q) **DUMISANI NCAMAZANA** (identity number 7601135319009), in respect of-
- (i) conspiring in Butterworth and subsequently attempting to murder unknown teachers, committed at or near John Knox Bokwe College in or near Mdantsane on or about 25 March 1994; and
  - (ii) the pointing of a machine gun at CHARLIE LODEWYK POSTMAN, committed at or near the Da Gama Textile Factory in East London on or about 28 March 1994;
- (r)(i) **DUMISANI NCAMAZANA** (identity number 7601135319009); and
- (ii) **ZUKILE MBAMBO** (identity number 6911195475084), in respect of-
- (aa) the murder of SHAMAM BAKHSHANDEGI;
  - (bb) the murder of HOOSHMAND ALEX ANVARI;

- (cc) the murder of RIAZ RAZAVI;
- (dd) robbing RIAZ RAZAVI of a Jetta motor vehicle; and
- (ee) the unlicensed possession of arms and ammunition, committed at or near the Bahai Faith Centre, Mdantsane, on or about 13 March 1994;
- (ff) conspiring and attempting to ambush, at or near the Nahoon Dam turn-off, pupils travelling in a bus from Kingwilliamstown to East London, committed on or about 25 March 1994;
- (gg) abducting KHULA HARRY MAGINGXA and robbing him, at gunpoint, of an Opel Rekord Station Wagon vehicle bearing the registration letters and -number GCE 13507, committed in or near Mdantsane on or about 25 March 1994;
- (hh) the abduction of MZIMKULU MAXWELL NOFUMBA, committed in or near Mdantsane, East London, on or about 25 March 1994, and forcing him to take them to numerous places with his vehicle where they committed crimes;
- (ii) the theft of a Ford Sierra Station Wagon vehicle bearing the registration letters and -number CE 59291, which belonged to NOMHLE FAITH FREDDIE, committed at or near NU 14, Mdantsane, on or about 25 March 1994;
- (jj) conspiring in Butterworth to murder patrons in the Railway Station Bar, committed at or near East London, on or about 26 March 1994;
- (kk) the attempted murder of MATT HUGHES, ERROL POTGIETER, ERROL WILSON and other patrons in the High Gate Hotel, committed in or near east London, on or about 26 March 1994;
- (ll) robbing PETROS NDODA MATAKANE, at gunpoint, of a Honda Ballade vehicle bearing the registration letters and -number CE 88283, committed in or near Mdantsane, East London, on or about 27 March 1994;
- (mm) the murder of Constable WILLIAMS, a member of the Crime Reaction Unit, committed at or near Da Gama Textile Factory, in or near East London, on or about 28 March 1994;

- (nn) the attempted murder of ZANDISILE VICTOR KLAAS, CHRISTOS STASSIONS, ZAHAROULA STASSIONS, BASIL RUSH, WESLEY MC CLELAND, HAROLD LOCKAM, COLIN KOPKE, ALFRED KOPKE, ALFRED PAGE, ROSS TEMPLETON, DEON WHITTLE, ERIC BEDSER, TREVOR BONNIEFACE, HARRY WRIGHT, JOHAN DE BEERG, HARRY LOCKAM, LANCE SHEPHARD, VALDA DU PLESSIS, SURAYA POOVAN, ANTHONY BUTTON, FREDERICKA HEMPEL and MARGARET LOGANTHAN, committed at or near the Da Gama Textile Factory in East London, on or about 28 March 1994;
  - (oo) the attempted murder of CRAIG BROWN, CECIL HUNTER and GERHARD KILLIAN, committed at or near the Da Gama Textile Factory in East London, on or about 28 March 1994;
  - (pp) contravening the provisions of section 32(1)(a), read with sections 1, 39 and 40, of Act No. 75 of 1969, in that during the period 25 to 28 March 1994, in the Mdantsane, East London, area, the applicants were unlawfully in possession of unlicensed arms and ammunition; and
  - (qq) contravening the provisions of section 32 (1)(b), read with section 1, 39 and 40, of Act No. 75 of 1969, in that during the period 25 to 28 March 1994, in the Mdantsane, East London, area, the applicants were unlawfully in possession of an M26 hand grenade and an M791 firing grenade;
- (s) **PAUL JACOBUS HATTINGH** (identity number 4304215045008), in respect of-
- (i) conspiracy to commit and the committing of, public violence and malicious damage to the property known as Khotso House, committed at or near Johannesburg on or about 31 August 1988;
  - (ii) the unlawful possession of arms, ammunition and explosives for the purpose of committing the offences referred to under (i) above;
  - (iii) defeating the ends of justice, by, inter alia, spreading disinformation about the possible involvement of SHIRLEY GUNN in the explosion; and

- (iv) any other offence or delict directly or indirectly linked to the explosion caused at Khotso House on 31 August 1988;
- (t) **MABE DADY JOHN MPONGO** (identity number 6704175329086), in respect of high treason arising from the abortive coup in Bophuthatswana, committed on or about 10 February 1988;
- (u)(i) **EUGENE FOURIE** (identity number 5906175019085); and
- (ii) **DAVID JACOBUS VAN DER WALT** (identity number 630813513200), in respect of any unlawful act perpetrated in relation to the kidnapping, torture and murder of JAPIE KARENG MAPONYA, committed on or about 25 and 26 September 1985;
- (v)(i) **THAPELO JOHANNES MBELO** (identity number 6105125566084);
- (ii) **GABOUTLWELWE C MOSIANE** (identity number 5106305556086); and
- (iii) **SIMON MAKOPE RADEBE** (identity number 5311155284082), in respect of any unlawful act perpetrated in relation to the kidnapping and torture of JAPIE KARENG MAPONYA, committed on or about 25 and 26 September 1985; and
- (w) **STEVEN MUTSHUTSHU MAMPHAGA** (identity number 5804095919080), in respect of all offences and delicts arising from his recruitment and training of MK recruits between 1981 and 1989, including the unlawful crossing of the borders of South Africa in the course of escorting recruits to neighbouring states.



No. R. 23, 2002

**KOMMISSIE VIR WAARHEID EN VERSOENING:  
KOMITEE OOR AMNESTIE**

**PROKLAMASIE INGEVOLGE ARTIKEL 20 VAN DIE WET OP DIE BEVORDERING  
VAN NASIONALE EENHEID EN VERSOENING, 1995 (WET NO. 34 VAN 1995)**

Daar word hierby kennis gegee dat amnestie ingevolge artikel 20(1) van die Wet op die Bevordering van Nasionale Eenheid en Versoening, 1995 (Wet No. 34 van 1995), soos volg verleen is-

op 31 Mei 2001 aan -

- (a)(i) **JAN HATTING CRONJE** (identiteitsnommer 3611185012086);
- (ii) **ROBERT LESLIE JUBBER** (geboortedatum 30 Augustus 1949); en
- (iii) **JACQUES HECHTER** (identiteitsnommer 5206135129086), ten opsigte van -
  - (aa) sameswering om LEONARD BROWN, SELLO RAMAKOBYE, DAVID MODIMENG en JOYCE MODIMENG te vermoor, gepleeg gedurende of omstreeks 1986 by of naby Oukasie-Lokasie, Brits; en
  - (bb) regsverdeling en enige misdryf wat uit die voorvalle voortspruit;
- (b)(i) **JACQUES HECHTER** (identiteitsnommer 5206135129086);
- (ii) **MACHIEL ANDRIES S PRETORIUS** (identiteitsnommer 6110095079001);  
en
- (iii) **PAUL J JANSEN VAN VUUREN** (identiteitsnommer 6211245167009), ten opsigte van -
  - (aa) die moord op JOYCE MODIMENG;
  - (bb) die poging tot moord op LEONARD BROWN, SELLO RAMAKOBYE en DAVID MODIMENG, gepleeg gedurende of omstreeks 1986 by of naby Oukasie in Brits;
  - (cc) regsverdeling;
  - (dd) enige misdryf in stryd met die Wet op Ontploffbare Stowwe; en enige misdryf of delik wat uit die voorval voortspruit;

- (c)(i) **JACQUES HECHTER** (identiteitsnommer 5206135129086);
  - (ii) **JOHANNES JACOBUS VIKTOR Jnr** (identiteitsnommer 5703175119001);
  - (iii) **JOSEPHUS DANIEL COETSER** (identiteitsnommer 4712075017083); en
  - (iv) **JAN HATTING CRONJE** (identiteitsnommer 3611185012086), ten opsigte van -
    - (aa) die moord op MADIPHOSO ESTHER MASUKU;
    - (bb) die poging tot moord op EZEKIEL OUPA MASUKU, THABO MASUKU, NDUMANI MASUKU en CLIFFORD MASUKU;
    - (cc) brandstigting ten opsigte van die afbrand van huis no. 44, Mashifanestraat, Atteridgeville, gepleeg op of omstreeks 5 Maart 1986;
    - (dd) regsverydeling;
    - (ee) enige misdryf in stryd met die bepalings van die Wet op Ontploffbare Stowwe; en
    - (ff) enige misdryf of delik wat uit die voorval voortspruit;
- 
- (d)(i) **ERNEST LEKOTE PULE** (identiteitsnommer 5503305708081);
  - (ii) **AARON MKHWANAZI** (identiteitsnommer 5310305692087); en
  - (iii) **GEORGE KOLOI SIBANYONI** (identiteitsnommer 5810155953083), ten opsigte van -
    - (aa) die moord op ZB TSHUKANE, MJ LESABANE, TA MODISE en PJ MOTLHABANE, gepleeg op of omstreeks 31 Julie 1990 by of naby Braklaagte;
    - (bb) die poging tot moord op KONSTABELS MUTHELESI en LETEBELA, gepleeg op of omstreeks 31 Julie 1990 by of naby Braklaagte;
    - (cc) die steel van 'n voertuig van HP MOKGATLHA, gepleeg op of omstreeks 31 Julie 1990 by of naby Braklaagte; en
    - (dd) die onregmatige besit van vuurwapens, plofstowwe en oorlogswapens, gepleeg op of omstreeks 31 Julie 1990 by of naby Braklaagte;

- (e) **THAPELO PATRICK MASEKO** (identiteitsnommer 5604035922081), ten opsigte van die poging tot gewapende roof en enige misdryf of delik wat uit die voorval voortspruit, gepleeg by of naby Johannesburg gedurende of omstreeks 1990;
- (f) **HENRI VAN DER WESTHUIZEN** (identiteitsnommer 6003045074000), ten opsigte van -
- (i) die feit dat hy 'n begunstiger was by, en regsverydeling in verband met, die poging tot moord op ALBERT LOUIS SACHS, en opsetlike saakbeskadiging ten opsigte van 'n Honda Civic motorvoertuig wat deur SACHS gebruik is, gepleeg op of omstreeks 7 April 1986, in of naby Maputo, Mosambiek;
  - (ii) die feit dat hy 'n begunstiger was by, en regsverydeling in verband met, die skiet van twee of drie ANC-operatiewe in Maseru, Lesotho, en die ontvoering van SIMON MOKGETLHA van Lesotho na Ladybrand, gepleeg gedurende die tydperk Maart tot Augustus 1986;
  - (iii) die feit dat hy 'n begunstiger was by, en regsverydeling in verband met, die moord, deur vergiftiging, op GIBSON NCUBE "GIBSON MONDLANE", gepleeg op of omstreeks 5 April 1987 in Mosambiek; en
  - (iv) gedurende die tydperk 1987 tot 1989, verskeie voorvalle van oortreding van die bepalings van die Wet op Wapens en Ammunisie ten opsigte van die onregmatige verskaffing van wapens, plofstowwe en ammunisie aan -
    - (aa) die BSB vir gebruik in Mosambiek; en
    - (bb) die veiligheidsmagte van die destydse Ciskei-tuisland;
- (g) **SAMPINA HENDRIK BOKABA** (identiteitsnommer 5607025614089), ten opsigte van alle misdrywe wat regstreeks voortspruit uit 'n aanranding op SCHEEPERS MORUDI;
- (b) **JOHANN FREDERICH VERSTER** (identiteitsnommer 5011295657086), ten opsigte van -

- (i) alle misdrywe wat regstreeks voortspruit uit 'n mislukte aanval op twee joernaliste, HEIDI VON EGGERTY en JOHN LIEBENBERG, gepleeg gedurende of omstreeks 1989 tot 1993 by of naby Windhoek;
  - (ii) alle misdrywe wat regstreeks voortspruit uit die onregmatige afluister van telefoongesprekke, gepleeg gedurende of omstreeks die tydperk 1987 tot 1993 in of naby Windhoek;
  - (iii) alle misdrywe wat regstreeks voortspruit uit die beplande aanval op MNR. JESUS HAWALA, gepleeg gedurende of omstreeks die tydperk 1987 tot 1993;
  - (iv) alle misdrywe wat regstreeks voortspruit uit die beplande aanval op MNR. HIDIPO HAMATENYA, gepleeg gedurende of omstreeks die tydperk 1987 tot 1993;
  - (v) alle misdrywe wat regstreeks voortspruit uit sy deelname aan 'n projek van DCC om die ANC in diskrediet te bring, gepleeg gedurende of omstreeks 1991;
  - (vi) alle misdrywe wat regstreeks voortspruit uit die ondervraging van MNR. BILLY NKALA, gepleeg gedurende of omstreeks die tydperk 1987 tot 1993; en
  - (vii) alle misdrywe wat regstreeks voortspruit uit die onregmatige vernietiging van rekords wat verband hou met die bedrywighede van DCC, gepleeg gedurende of omstreeks die tydperk 1987 tot 1993;
- 
- (i) **STEPHEN THEMBA NKOSI** (identiteitsnommer 5708085888082), ten opsigte van alle misdrywe rakende die onregmatige besit van vuurwapens en plofstowwe en die werf van lede namens die ANC en MK, gepleeg gedurende of omstreeks 1977;
  - (j) **GERT CORNELIUS HUGO** (identiteitsnommer 5406015158086), ten opsigte van alle misdrywe wat regstreeks voortspruit uit sy rol in die verskaffing van logistieke ondersteuning vir die doeleindes van Operasie Orpheus, gepleeg gedurende of omstreeks die tydperk 1986 tot 1987 in of naby die Oos-Kaap;
  - (k) **JAN ANTON NIEUWOUDT** (identiteitsnommer 5604035061088), ten opsigte van alle misdrywe en handelinge wat regstreeks voortspruit uit die

vergiftiging van bier wat vir KNOX DLAMINI bedoel was, gepleeg gedurende of omstreeks die tydperk 1988 tot 1989;

- (l) **JOHAN ALBERT HOFFMANN** (identiteitsnommer 5706055101007), ten opsigte van alle misdrywe en delikte wat regstreeks voortspruit uit 'n brandstigtingsaanval op Khanya Huis, gepleeg op of omstreeks 12 Oktober 1988 in of naby Pretoria;

- (m) **GARY LEON POLLOCK** (identiteitsnommer 620609519000), ten opsigte van -

- (i) alle misdrywe wat regstreeks voortspruit uit die plant van 'n onwettige 9 mm-pistool in die huis van ene ABRAHAM MOKOENA, gepleeg by of naby Alexandra;
- (ii) alle misdrywe wat regstreeks voortspruit uit die inbraak by die ANC-kantore, gepleeg by of naby Alexandra;
- (iii) alle misdrywe wat verband hou met die beskadiging van 'n bus wat ondersteuners van die beskuldigde by die Delmas-verraadverhoor vervoer het;
- (iv) alle misdrywe wat regstreeks voortspruit uit die feit dat hy lede van die IFP gewaarsku het oor komende polisieklompjagte op IFP-hostels;
- (v) alle misdrywe wat regstreeks voortspruit uit die verskaffing van wapens en ammunisie aan die IFP in Alexandra;
- (vi) alle misdrywe wat regstreeks voortspruit uit sy deelname aan Stratcom-operasies van die Alexandra-sekerheidstak;
- (vii) alle misdrywe wat regstreeks voortspruit uit sy deelname aan invalle in Alexandra-township;
- (viii) alle misdrywe wat regstreeks voortspruit uit sy gedrag as 'n kastige werknemer in die sekuriteitsafdeling van die Anglo American Corporation, gepleeg gedurende of omstreeks 1989;
- (ix) alle misdrywe wat regstreeks voortspruit uit sy deelname aan waarnemingsoperasies, gepleeg in die loop van sy pligte as 'n lid van Alexandra-sekerheidstak; en



- (x) alle misdrywe wat regstreeks voortspruit uit die onregmatige besit van 'n AK47-aanvalsgeweer en die onregmatige verskaffing van 'n AK47-aanvalsgeweer;
- (n) **ANDRIES JOHANNES VAN HEERDEN** (identiteitsnommer 540905 5130081), ten opsigte van -
  - (i) die aanranding op SOLOMON MAHLANGU; en
  - (ii) arrestasie van EDWARD MOKATI en aanranding van aangehoudenes, gepleeg gedurende of omstreeks 1988; en
  - (iii) aanranding van verskeie mense tydens die ondervraging wat gevolg het op die bomontploffing by Café Zurich;
- (o) **GERHARDUS CORNELIUS BEESLAAR** (identiteitsnommer 3802165043080), ten opsigte van -
  - (i) die opsetlike beskadiging van eiendom bekend as Cosatu House;
  - (ii) die onregmatige besit van wapens, ammunisie en plofstowwe met die doel om die bogemelde misdryf te pleeg;
  - (iii) regsverdeling deur onder andere die aard en oorsaak van die ontploffing by Cosatu House toe te smeer; en
  - (iv) enige ander misdrywe of delik wat regstreeks of onregstreeks voortspruit uit handeling en die versuim om op te tree ten opsigte van die ontploffing wat veroorsaak is by Cosatu House, gepleeg op of omstreeks 7 Mei 1987;
- (p)(i) **DIRK KOTZE GENIS** (identiteitsnommer 2806035002003); en
- (ii) **WILLEM FREDERICK SCHOON** (identiteitsnommer 310301502300 4), ten opsigte van alle misdrywe wat regstreeks voortspruit uit die ontvoering en aanhouding van MNR. HERBERT MBALI, gepleeg gedurende of omstreeks November 1972;

- (q) **DUMISANI NCAMAZANA** (identiteitsnommer 7601135319009), ten opsigte van -
- (i) sameswering in Butterworth en die daaropvolgende poging tot moord op onbekende onderwysers, gepleeg op of omstreeks 25 Maart 1994 by of naby John Knox Bokwe College in of naby Mdantsane; en
  - (ii) die rig van 'n masjiengeweer op CHARLIE LODEWYK POSTMAN, gepleeg op of omstreeks 28 Maart 1994 by of naby die Da Gama Textile Factory in Oos-Londen;
- (r)(i) **DUMISANI NCAMAZANA** (identiteitsnommer 7601135319009); en
- (ii) **ZUKILE MBAMBO** (identiteitsnommer 6911195475084), ten opsigte van -
- (aa) die moord op SHAMAM BAKHSHANDEGI;
  - (bb) die moord op HOOSHMAND ALEX ANVARI;
  - (cc) die moord op RIAZ RAZAVI;
  - (dd) die steel van 'n Jetta-motorvoertuig van RIAZ RAZAVI; en
  - (ee) die ongelisensieerde besit van wapens en ammunisie, gepleeg op of omstreeks 13 Maart 1994 by of naby die Bahai Faith Centre, Mdantsane;
  - (ff) sameswering en die poging om leerlinge wat in 'n bus van Kingwilliamstown na Oos-Londen op weg was, by of naby die Nahoondam-afdraai in 'n lokval te lei, gepleeg op of omstreeks 25 Maart 1994;
  - (gg) die ontvoering van KHULA HARRY MAGINGXA en die gewapende roof van 'n Opel Record stasiewa-voertuig met die registrasieletters en -nommer GCE 13507, gepleeg op of omstreeks 25 Maart 1994 in of naby Mdantsane;
  - (hh) die ontvoering van MZIMKULU MAXWELL NOFUMBA, gepleeg op of omstreeks 25 Maart 1994 in of naby Mdantsane, Oos-Londen, en die

- feit dat hulle hom gedwing het om hulle met sy voertuig na 'n hele aantal plekke te neem, waar die aansoekers misdade gepleeg het;
- (ii) die diefstal van 'n Ford Sierra stasiewa-voertuig met die registrasieletters en -nommer CE 59291, wat aan NOMHLE FAITH FREDDIE behoort het, gepleeg op of omstreeks 25 Maart 1994 by of naby NU 14 Madantsane;
  - (jj) sameswering in Butterworth om klante in die Railway Station Bar te vermoor, gepleeg op of omstreeks 26 Maart 1994 by of naby Oos-Londen;
  - (kk) die poging tot moord op MATT HUGHES, ERROL POTGIETER, ERROL WILSON en ander klante in die High Gate Hotel, gepleeg op of omstreeks 26 Maart 1994 in of naby Oos-Londen;
  - (ll) die gewapende roof van 'n Honda Ballade-voertuig met die registrasieletters en -nommer CE 88283 van PETROS NDODA MATAKANE, gepleeg op of omstreeks 27 Maart 1994 in of naby Mdantsane, Oos-Londen;
  - (mm) die moord op konstabel WILLIAMS, 'n lid van die Misdaad-reaksie-eenheid, gepleeg op of omstreeks 28 Maart 1994 by of naby Da Gama Textile Factory, in of naby Oos-Londen;
  - (nn) die poging tot moord op ZANDISILE VICTOR KLAAS, CHRISTOS STASSIONS, ZAHAROULA STASSIONS, BASIL RUSH, WESLEY MC CLELAND, HAROLD LOCKAM, COLIN KOPKE, ALFRED KOPKE, ALFRED PAGE, ROSS TEMPLETON, DEON WHITTLE, ERIC BEDSER, TREVOR BONNIEFACE, HARRY WRIGHT, JOHAN DE BEERG, HARRY LOCKAM, LANCE SHEPHARD, VALDA DU PLESSIS, SURAYA POOVAN, ANTHONY BUTTON, FREDERICKA HEMPEL en MARGARET LOGANTHAN, gepleeg op of omstreeks 28 Maart 1994 by of naby die Da Gama Textile Factory in Oos-Londen;
  - (oo) die poging tot moord op CRAIG BROWN, CECIL HUNTER en GERHARD KILLIAN, gepleeg op of omstreeks 28 Maart 1994 by of naby Da Gama Textile Factory in Oos-Londen;
  - (pp) oortreding van die bepalings van artikel 32(1)(a), gelees met artikels 1, 39 en 40, van Wet No. 75 van 1969, deurdat die aansoekers

gedurende die tydperk 25 tot 28 Maart 1994 in die Mdantsane Oos-Londen-gebied onregmatig in besit was van ongelisensieerde wapens en ammunisie; en

- (qq) oortreding van die bepalings van artikel 32 (1)(b), gelees met artikel 1, 39 en 40, van Wet No. 75 van 1969, deurdat die aansoekers gedurende die tydperk 25 tot 28 Maart 1994 in die Mdantsane Oos-Londen-gebied onregmatig in besit was van 'n M26-handgranaat en 'n M791-ontstekingsgranaat;

- (s) **PAUL JACOBUS HATTINGH** (identiteitsnommer 4304215045008), ten opsigte van -

- (i) sameswering om openbare geweld en opsetlike saakbeskadiging te pleeg, en die pleeg van sodanige openbare geweld en die opsetlike beskadiging van die eiendom bekend as Khotso House, gepleeg op of omstreeks 31 Augustus 1988 by of naby Johannesburg;
- (ii) die onregmatige besit van wapens, ammunisie en plofstowwe met die doel om die misdrywe bedoel onder (i) hierbo te pleeg;
- (iii) regsverdeling, onder andere deur verkeerde inligting oor die moontlike betrokkenheid van SHIRLEY GUNN by die ontploffing te versprei; en
- (iv) enige ander misdryf of delik wat regstreeks of onregstreeks gekoppel is aan die ontploffing wat op 31 Augustus 1988 by Khotso House veroorsaak is;

- (t) **MABE DADY JOHN MPONGO** (identiteitsnommer 6704175329086), ten opsigte van hoogverraad wat voortgespruit het uit die mislukte staatsgreep in Bophuthatswana, gepleeg op of omstreeks 10 Februarie 1988;

- (u)(i) **EUGENE FOURIE** (identiteitsnommer 5906175019085); en

- (ii) **DAVID JACOBUS VAN DER WALT** (identiteitsnommer 630813513 200), ten opsigte van enige onregmatige daad gepleeg met betrekking tot die ontvoering en marteling van en moord op JAPIE KARENG MAPONYA, gepleeg op of omstreeks 25 en 26 September 1985;

- (v)(i) **THAPELO JOHANNES MBELO** (identiteitsnommer 6105125566084);
- (ii) **GOMSTREEKSLWELWE C MOSIANE** (identiteitsnommer 510630 5556086); en
- (iii) **SIMON MAKOPPE RADEBE** (identiteitsnommer 5311155284082), ten opsigte van enige onregmatige daad gepleeg met betrekking tot die ontvoering en marteling van en moord op JAPIE KARENG MAPONYA, gepleeg op of omstreeks 25 en 26 September 1985; en
- (w) **STEVEN MUTSHUTSHU MAMPHAGA** (identiteitsnommer 580409 5919080), ten opsigte van alle misdrywe en delikte wat spruit uit sy werwing en opleiding van MK-rekrute gedurende 1981 en 1989; dit sluit in die onregmatige oorsteek van die grense van Suid-Afrika terwyl hy rekrute na buurstate vergesel het.

## GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

### DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 306

15 March 2002

AGRICULTURAL PESTS ACT, 1983: (ACT No. 36 OF 1983)

**IMPORTATION OF CONTROLLED GOODS WITHOUT A PERMIT: AMENDMENT**

I, Angela Thokozile Didiza, Minister of Agriculture, acting under section 6 of the Agricultural Pests Act, 1983 (Act No. 36 of 1983), hereby amend Government Notice No. R. 1013 of 26 May 1989 to the extent set out in the Schedule.

**A. T. DIDIZA**

Minister of Agriculture

**SCHEDULE****Definition**

1. In this Schedule "the Notice" means Government Notice No. R. 1013 of 26 May 1989 as amended by Government Notices No. R. 2252 of 26 November 1993 and R. 57 of 8 January 1999.

**Amendment of Table 1**

2. Table 1 is hereby amended by the deletion of Class 20.

No. R. 306

15 Maart 2002

WET OP LANDBOUPLAIE, 1983 (WET No. 36 VAN 1983)

**INVOER VAN BEHEERDE GOEDERE SONDER 'N PERMIT: WYSIGING**

Ek, Angela Thokozile Didiza, Minister van Landbou, handelende kragtens artikel 6 van die Wet op Landbouplae, 1983 (Wet No. 36 van 1983) wysig hierby Goewermentskennisgewing No. R. 1013 van 26 Mei 1989 in die mate soos in die Bylae uiteengesit.

**A. T. DIDIZA**

Minister van Landbou

**BYLAE****Woordomskrywing**

1. In hierdie Bylae beteken "die Kennisgewing" Goewermentskennisgewing No. R. 1013 van 26 Mei 1989 soos gewysig deur Goewermentskennisgewings Nos. R. 2252 van 26 November 1993 en R. 57 van 8 Januarie 1999.

**Wysiging van Tabel 1**

2. Tabel 1 word hierby gewysig deur die skapping van Klas 20.

### DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 298

15 March 2002

LABOUR RELATIONS ACT, 1995

**FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION:  
EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (6) (a) (i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices Nos. R. 888 of 8 September 2000, R. 577 of 29 June 2001 and R. 1396 of 21 December 2001 by a further period ending 30 June 2004.

**M. M. S. MDLADLANA**

Minister of Labour



No. R. 298

15 Maart 2002

## WET OP ARBEIDSVERHOUDINGE, 1995

**MEUBEL-, BEDDEGOED- EN STOFFERINGSNYWERHEID BEDINGINGSRAAD, GROTER NOORDELIKE STREEK:  
VERLENGING VAN DIE HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verleng hierby, kragtens artikel 32 (6) (a) (i) van die Wet op Arbeidsverhoudinge, 1995, die tydperke vasgestel in Goewermenskennisgewings Nos. R. 888 van 8 September 2000, R. 577 van 29 Junie 2001 en R. 1396 van 21 Desember 2001 met 'n verdere tydperk wat op 30 Junie 2004 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

No. R. 299

15 March 2002

## LABOUR RELATIONS ACT, 1995

**FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION  
(FBUIBC GNR): EXTENSION OF MAIN AMENDING 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 Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 25 March 2002, and for the period ending 30 June 2004.

**M. M. S. MDLADLANA,**

Minister of Labour

No. R. 299

15 Maart 2002

## WET OP ARBEIDSVERHOUDINGE, 1995

**MEUBEL-, BEDDEGOED- EN STOFFERINGSNYWERHEID BEDINGINGSRAAD, GROTER NOORDELIKE STREEK:  
UITBREIDING VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Meubel-, Beddegoed- en Stofferingsnywerheid Bedingingsraad, Groter Noordelike Streek aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie nywerheid met ingang van 25 Maart 2002, en vir die tydperk wat op 30 Junie 2004 eindig.

**M. M. S. MDLADLANA,**

Minister van Arbeid

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

**SCHEDULE****FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL GREATER NORTHERN REGION  
COLLECTIVE AGREEMENT**

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

**Transvaal Furniture, Bedding and Upholstery Manufacturers' Association (TFBUMA)**

and

**Curtain Makers' and Allied Products Association (CMAPA)**

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

**National Union of Furniture and Allied Workers of South Africa (NUFAWSA)**

and

**Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)**

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

being the parties to the Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region, to amend the Collective Agreement published under Government Notice No. R. 278 of 5 March 1999, as extended and amended by Government Notices Nos. R. 888 of 8 September 2000 and R. 577 of 29 June 2001 and R. 1396 of 21 December 2001.

## CHAPTER 1

### 1. CLAUSE 1: SCOPE OF APPLICATION

- (1) Substitute the following for clause 1.2.2:

"1.2.2 apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or learnerships under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder; and".

- (2) Substitute the following for clause 1.3:

"1.3 The following provisions shall not apply to non-parties:

Clause 1.1.1 and 2 of Chapter 1, Chapter 2A and items 3.1 and 3.2 of Schedule 1.

### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 July 2001 and in respect of non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 30 June 2004.

### 3. DEFINITIONS

- (1) Substitute the following for the definition of "casual driver of motor vehicle":

"'casual driver of motor vehicle' means an employee who is employed as a driver of a motor vehicle by the same employer for not more than three days in any one month; [to be remunerated daily for nine hours at the applicable hourly rate plus 12,5% holiday bonus fund.]"

- (2) Substitute the following for the definition of "casual employee":

"'casual employee' means an employee who is employed by the same employer for not more than three days in any one month; [to be remunerated hourly at the applicable hourly rate for the grade of work performed plus 12,5% holiday bonus fund.]".

### 4. CLAUSE 6: REGISTRATION OF EMPLOYERS

- (1) Delete clause 6.3.2.3.

- (2) Renumber clause 6.3.2.4 to read 6.3.2.3.

- (3) Substitute the following for clause 6.8:

"6.8 Employers, (excluding employers in the Curtaining Sector) with not more than a total of 10 employees (including employees involved in activities other than Furniture and Bedding Manufacturing activities, e.g. administration, sales, marketing, etc.), may apply for the following phasing in concession, provided that their employees agree thereto:

PHASE ONE: First year of registration until the end of the first September following registration.

During this period the employer will be exempted from specified minimum wages, Holiday Bonus Fund and Provident Fund contributions. Employees may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employee(s).

All other provisions of the Agreement will remain applicable, including the following:

Any accumulated leave pay benefits accrued by the employees prior to October of the first year of registration must be paid out by the employer in terms of the Basic Conditions of Employment Act, 1997, when due. The following contributions will be payable as specified in Schedule 1:

- (a) Council levies.
- (b) Sick Benefit Society contributions (if applicable).
- (c) Trade Union subscriptions (if applicable).

PHASE TWO: October of the second year of registration to the end of September of the following year.

During this period the employee(s) may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employee(s). In addition to the contributions payable in Phase One, the following contributions will become payable as specified in Schedule 1:

Holiday Bonus Fund contributions.

PHASE THREE: October of the third year of registration to the end of September of the following year.

During this period the employee(s) must be remunerated at no less than 75% of the prevailing minimum specified weekly wage rates as specified in Schedule 2. In addition to the contributions payable in Phase One and Two, the following contributions will become payable as specified in Schedule 1:

Provident Fund contributions.

PHASE 4: As from October of the fourth year of registration.

All the provisions of the prevailing Agreement administered by this Council will become applicable, including wages as specified in Schedule 2.

In the event of an establishment employing in excess of 10 employees at any time, all the provisions of the prevailing Agreement, including remuneration at no less than 100% of the prevailing minimum specified weekly wage rates and all contributions normally payable to this Council, will come into effect immediately."

#### 5. CLAUSE 7: TERMS OF EMPLOYMENT

- (1) Substitute the following for clause 7.6:

"During any period of annual closure, no employer shall require or permit an employee to perform work and no employee shall undertake work, whether for remuneration or not. Annual closure shall be for a period of 15 consecutive working days from the following dates:

2001—from the evening of Friday, 21 December 2001;

2002—from the evening of Friday, 20 December 2002;

2003—from the evening of Friday, 19 December 2003."

- (2) Substitute the following for clause 7.7:

"7.7 Paid sick leave and proof of incapacity:

7.7.1 'Sick leave cycle' means a period of 36 months' employment with the same employer immediately following:

7.7.1.1 an employee's commencement of employment; or

7.7.1.2 the completion of that employee's prior sick leave cycle.

7.7.2 Paid sick leave is limited to 10 working days for every 12 months of employment and to 30 working days for every sick leave cycle.

7.7.3 Notwithstanding the provisions of clause 7.7.2, during the first six months of employment, an employee's entitlement to sick leave may be limited by an employer to one day's paid sick leave for every 26 days worked.

7.7.4 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of clause 7.7.2 by the number of days' sick leave taken in terms of clause 7.7.3.

7.7.5 An employer must pay an employee for a day's sick leave—

7.7.5.1 the wage the employee would ordinarily have received for work on that day; and

7.7.5.2 on the employee's usual pay day.

7.7.6 An employee who is absent from his workplace due to incapacity for the first three individual days in a sick leave cycle must be paid sick leave irrespective of whether such employee produces a medical certificate or not. An employee may be required to present a medical certificate to his employer in order to qualify for the payment of sick leave from the fourth individual day that he is absent from his workplace due to incapacity in each sick leave cycle.

7.7.7 The medical certificate must reflect the nature and period of the employee's incapacity and must be issued and signed by a medical practitioner, traditional healer or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

7.7.8 If it is not reasonably practicable for an employee who lives on an employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of clause 7.7.7 unless the employer provides reasonable assistance to the employee to obtain the necessary medical certificate."

- (3) Substitute the following for clauses 7.11.1 and 7.11.2:

"A new entrant to the Furniture and Bedding sectors, who enters the industry for the first time from the date on which this Agreement comes into operation, or thereafter, shall be remunerated at not less than the minimum rate specified in the Agreement prior to the date on which this Agreement comes into operation, for a period of 26 weeks and thereafter the weekly remuneration of the said new entrant shall be increased to the minimum rate specified in this Agreement or when a new wage increase comes into operation, whichever date is the earlier."

#### 6. CLAUSE 11: REMUNERATION

- (1) Substitute the following for clause 11.6:

##### "11.6 Wage payment procedure

Employers may elect to pay wages by means of electronic transfer to employees' bank accounts or by means of cash. Wages paid in cash must be paid direct to the employee.

The following provisions will be applicable to the electronic transfer of wages:

11.6.1 Wages must be deposited into employees' bank accounts on pay day each week. Employers must pay for two withdrawals per week from the employee's bank account to a maximum of R7,00 per week for existing and for one withdrawal to a maximum of R3,50 per week for newly engaged employees.

- 11.6.2 Employees must be handed pay slips every pay day which reflect the name and address of the employer and the name of the employee. Pay slips must reflect the amount of money deposited into the employee's bank account and how such an amount was arrived at.

The following provisions will be applicable to the cash payment of wages:

- 11.6.3 Wages must be paid to employees on pay day each week. All cash shall be handed to employees in sealed envelopes endorsed with the name and address of the employer and the name of the employee, and containing a statement reflecting the amount of money contained therein and how such amount was arrived at.

**General provisions:**

- 11.6.4 The pay day of every establishment shall be on Friday each week. Where Friday is a non-working day, the pay day shall be the last working day preceding that Friday.
- 11.6.5 No premium for the training of an employee shall be charged or accepted by the employer: Provided that this clause shall not apply to training schemes for which the employer is legally required to contribute.
- 11.6.6 No wage deductions of any kind shall be made from the amount due to an employee other than for the following:
- 11.6.6.1 Any deduction for which an employer is legally or by order of any competent court required or permitted to make;
  - 11.6.6.2 with the written consent of the employee, deductions for life assurance, medical schemes or pension funds/provident funds;
  - 11.6.6.3 deductions for contributions or subscriptions of the employees' trade union(s);
  - 11.6.6.4 deductions in terms of this Agreement or any other agreement administered by the Council."

- (2) Insert the following new clause 11.11:

**CLAUSE 11.11: SET OFF AGAINST ANNUAL WEEKLY WAGE INCREASE**

"Should a performance agreement be concluded at an establishment, such a performance agreement may be set off against annual wage increases, subject to union approval and/or notification to the Council."

- (3) Insert the following new clause 11.12:

**SUBSISTENCE ALLOWANCE**

"An employer shall, in addition to any other remuneration due, pay his employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than specified in Schedule 2 of this Agreement."

**CHAPTER 2**

**7. BENEFIT FUNDS**

- (1) Substitute the following for the heading of Chapter 2:

**"COUNCIL BENEFIT FUNDS"**

- (2) Substitute the following for the heading of clause 1:

**"1. ESTABLISHMENT AND CONTINUATION OF COUNCIL BENEFIT FUNDS"**

- (3) Substitute the following clause 1.1:

"1.1 The Provident Fund for the Furniture and Bedding Manufacturing Industry, Greater Northern Region (hereinafter referred to as the Provident Fund), established and amalgamated in terms of the Agreements published under Government Notices Nos. R. 44 of 13 January 1961, R. 495 of 24 March 1961 and R. 3043 of 4 January 1991, as amended and extended, is continued in accordance with the provisions of Chapter 2."

- (4) Substitute the following for clause 1.2:

"1.2 The Furniture and Bedding Workers' Death and Disability Scheme, Greater Northern Region (hereinafter referred to as the D.D.S.), established in terms of the Agreement published under Government Notice No. R. 1866 of 3 July 1992, as amended and extended, is continued in accordance with the provisions of Chapter 2."

- (5) Substitute the following for clause 1.3:

"1.3 The Furniture and Bedding Workers' Sick Benefit Society, Greater Northern Region, (hereinafter referred to as Furnmed Sick Benefit Society and NUFWSA Sick Benefit Society), established and amalgamated in terms of the Agreements published under Government Notices Nos. R. 44 of 13 January 1961, R. 495 of 24 March 1961 and R. 3043 of 4 January 1991, as amended and extended, is continued in accordance with the provisions of Chapter 2A."



**8. CLAUSE 2: ADMINISTRATION OF THE FUNDS**

- (1) Substitute the following for the heading of clause 2:

**"2. ADMINISTRATION OF THE PROVIDENT FUND AND D.D.S."**

- (2) Substitute the following for clause 2.1:

"2.1 The Funds shall be administered by the office of the Council or a committee duly elected by the Council. The provisions of the Council's Constitution relating to the election of a chairman and a vice-chairman, their period of office and the calling and conducting of meetings of the Council and the right of alternates to take the place of representatives shall *mutatis mutandis* apply in the case of a committee."

- (3) Substitute the following for clause 2.3:

"2.3 The Council may make new rules, or later or repeal any existing rules, and particulars of all amendments thereto shall be lodged with the Registrar of Labour Relations."

- (4) Substitute the following for clause 2.4:

"2.4 The Council shall appoint a secretary who may appoint other staff as may be necessary for the administration of the Funds."

- (5) Substitute the following for clause 2.5:

"2.5 The Council and/or committee(s) may refuse and/or withhold any or all benefit from any member and/or his dependants who in its opinion have acted in a manner calculated or reasonably likely to injure the interest of the Funds or their members: Provided that such a member shall be given the opportunity of submitting an appeal to an independent body against the decision of the Council, whose decision shall be final."

- (6) Substitute the following for clause 2.6:

"2.6 In the event of an appointed committee being unable to perform its duties for any reason, the Council shall perform the committee's duties and exercise its powers."

- (7) Substitute the following for clause 2.7:

"2.7 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Funds which an appointed committee is unable to settle, shall be referred to the Council for a decision."

- (8) Substitute the following for clause 2.8:

"2.8 Members of the Council, the members of the committees, the Secretary, the officers and the employees of the Funds shall not be liable for the debts and liabilities of the Funds/Schemes."

- (9) Substitute the following for clause 2.9:

"2.9 Members of the Council, the members of the committees, the Secretary and the officers and the employees of the Funds shall not be held responsible for any act which may result in loss to the Funds, where such act was done in good faith, and they are hereby indemnified by the Funds against all losses and expenses incurred by them in or about the bona fide discharge of their duties."

- (10) Substitute the following for clause 2.10:

"2.10 Members of the Council, the members of the committees, the Secretary and the officers and the employees of the Funds shall not be held responsible for any contributions deducted and any contributions due and payable by any employer not paid into the funds upon sequestration or liquidation of such employer's estate or at all."

- (11) Substitute the following for clause 2.11:

"2.11 All expenses incurred in connection with the administration of the Fund concerned shall be determined by the Council and charged against the Funds."

**9. CLAUSE 3: OPERATION OF THE FUNDS**

- (1) Substitute the following for the heading of clause 3:

**"3. OPERATION OF THE PROVIDENT FUND AND D.D.S."**

- (2) Substitute the following for clause 3.4:

"3.4 When benefits become payable, the amount due from the Funds shall be paid to beneficiaries by cheque."

- (3) Substitute the following for clause 3.6:

"3.6 Any moneys not required to meet current payment of expenditure shall be invested only in terms of section 53 (5) of the Act."

**10. CLAUSE 4: AUDITING OF THE FUNDS**

- (1) Substitute the following for the heading of clause 4:

**"4. AUDITING OF THE PROVIDENT FUND AND D.D.S."**

- (2) Substitute the following for clauses 4.1, 4.1.1 and 4.1.2:

"4.1 Auditors as defined in the Act shall be appointed by the Council and shall audit the accounts of the Funds at least once annually and, by not later than 30 June of each year, within six months after the end of each financial year, prepare financial statements, including at least a statement of income and expenditure for the previous financial years and a balance sheet showing its assets, liabilities and financial position as at the end of the previous financial year."

(3) Substitute the following for clause 4.1.2:

"4.1.2 expenditure incurred under all headings during the 12 months ending 30 December preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date."

#### 11. CLAUSE 5: EXPIRY OF THE AGREEMENT

(1) Substitute the following for the heading of clause 5:

##### "5. EXPIRY OF THE COLLECTIVE AGREEMENT".

(2) Substitute the following for clause 5.1:

"5.1 Upon the expiry of this Collective Agreement or any extension thereof, the Council in office at the time or the trustee or trustees appointed by the Registrar of Labour Relations, shall continue to administer the Funds for a period of two years in order to pay out benefits due to the beneficiaries and, subject to the approval of the Registrar of Labour Relations, any money standing to the credit of the Funds after the said period of two years shall accrue to the general funds of the Council."

(3) Substitute the following for clause 5.2:

"5.2 If upon the expiry of the said period of two years ad the affairs of the Council having already been wound up and its assets distributed, the balance of the Funds shall be distributed in terms of the provisions of section 59 of the Act."

#### 12. CLAUSE 6: LIQUIDATION OF THE FUNDS

(1) Substitute the following for the heading of clause 6:

##### "6. LIQUIDATION OF THE PROVIDENT FUND AND D.D.S."

(2) Substitute the following for clause 6.1:

"6.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Funds within two years from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 5 of this Chapter."

#### 13. CLAUSE 7: SPECIAL PROVISIONS IN RESPECT OF THE FUNDS

(1) Substitute the following for the heading of clause 7:

##### "7. SPECIAL PROVISIONS IN RESPECT OF THE PROVIDENT FUND AND D.D.S."

(2) Substitute the following for clause 7.1.3.2:

"7.1.3.2 subject to the approval of the Council, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions specified in Schedule 1."

(3) Delete clause 7.2 and renumber clause 7.3 accordingly to read 7.2.

(4) Substitute the following for clause 7.2:

"7.2 The Furniture and Bedding Worker's Death and Disability Scheme, Greater Northern Region (D.S.S.)."

(5) Substitute the following for clause 7.2.1:

"7.2.1 Objectives of the Scheme:

The Scheme's objectives shall be to provide for benefits for a member and/or the dependants of the member in the event of the death of the member or his dependants and for the disablement of the member, as defined in the Scheme's rules."

(6) Substitute the following for clause 7.2.3.1:

"7.2.3.1 Membership of the Scheme shall be continued and compulsory for all employees, other than casual employees in the Industry, for whom wages are specified in this Collective Agreement."

(7) Substitute the following for clause 7.2.3.2:

"7.2.3.2 Persons other than those referred to in 7.2.3.1 who are directly engaged or employed in the Industry may be admitted as members of the Scheme at the discretion of the Council, and the rules of the Scheme shall *mutatis mutandis* apply to any person so admitted."

(8) Substitute the following for clause 7.2.5



**"7.2.5 Contributions**

A weekly amount of R42,00 shall be deducted as from the date of coming into operation of this agreement from the employees' and employers' contributions to the Provident Fund and will be diverted to the Scheme. This amount cannot be increased and should it not be sufficient then the benefits must be reduced accordingly."

**14. CLAUSE 8: BENEFITS INALIENABLE**

- (1) Substitute the following for clause 8.1:

"8.1 The benefits provided for by the Funds referred to in this Chapter are not transferable and any member who attempts to assign, transfer, pledge or hypothecate his rights may forthwith cease to be entitled to any benefits whatsoever, and membership of the Fund in respect of himself and his Dependants may be terminated by the Council: Provided that a member's Provident Fund benefits may with the approval of the Council be transferred to another registered recognised provident/pension fund."

- (2) Substitute the following for clause 8.2:

"8.2 Save as provided in clause 8.3, no benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated, No contributions made by a member or on his behalf shall be liable to be attached or be subject to any form of execution under a judgement or order of a court of law except, to any other Fund administered by the Council."

- (3) Delete clause 8.3 and renumber clause 8.4 to read 8.3

- (4) Substitute the following for clause 8.3:

"8.3 On receipt of written proof from the trade unions which are parties to this Agreement that a member of the trade union is, in terms of the provisions of the trade union's constitution, indebted to the trade union for any outstanding subscriptions and/or fines, the Council shall have the right to deduct such amount(s) from the member's own contributions and pay such amount(s) to the trade union concerned."

**15. CLAUSE 10: OTHER FUNDS**

Delete clause 10 and renumber clause 11 and clause 12 to read 10 and 11, respectively.

**16. CLAUSE 11: AMENDMENTS TO THE RULES AND REGULATIONS**

Substitute the following for clause 11:

"The Council shall have the power to prescribe, alter and amend its own rules of procedure and to make, amend and alter the rules governing the administration of the funds: Provided that such rules or any amendment thereof shall not be inconsistent with provisions of any Collective Agreement entered into between the parties or the provisions of any other law. A copy of the rules and any amendments thereof shall be transmitted to the Registrar of Labour Relations."

17. Insert the following new Chapter 2A:

**"CHAPTER 2A****PARTY BENEFIT FUNDS****1. ESTABLISHMENT OF PARTY BENEFIT FUNDS**

The Furniture and Bedding Workers' Sick Benefit Society, Greater Northern Region, is continued as the following two sick benefit societies herein referred to as:

- 1.1 The Furnmed Sick Benefit Society.
- 1.2 The NUFAWSA Sick Benefit Society.

**2. PARTIES TO THE FUNDS**

- 2.1 The Parties to the Furnmed Sick Benefit Society are—  
TFBUMA  
CMAPA  
CEPPWAWU
- 2.2 The Parties to the NUFAWSA Sick Benefit Society are—  
TFBUMA  
CMAPA  
NUFAWSA

**3. SPECIAL PROVISIONS OF MEMBERSHIP**

- 3.1 Employees who are not members of a trade union party to this Agreement must elect to become a member of one of the options as specified in clauses 2.1 and 2.2 above.

3.2 A person who exercises the option to become a member of one of the Funds as described in clause 2 above, may elect to change membership by giving at least one month's written notice prior to 1 December of each year, for the forthcoming benefit year, to the Society from which he intends to resign. The conditions for membership of the new Fund will have to be complied with as if the applicant is becoming a new member.

#### 4. ADMINISTRATION OF THE FUND(S)

4.1 The trustees of the Funds referred to in clauses 1.1 and 1.2 above shall have the right to appoint the administrators for their Funds.

4.2 The trustees of the Funds shall consist of 50% trustees nominated by the union concerned and 50% of the trustees shall be nominated by the employers' associations concerned. Designed alternates may take the place of trustees.

4.3 The benefits, contributions, rules and all other matters co-incidental to the administration of the Funds will be determined by the trustees of the Funds by majority vote. The benefits, contribution and rules shall not be inconsistent with the Agreement, the Act, or any other law and must be lodged with the Registrar of Labour Relations.

4.4 Should the Council be appointed by either of the Funds as the Funds Administrator, the Secretary of the Council or any of his staff members delegated for this purpose shall be responsible for the proper administration of such Fund.

4.5 The trustees of the Fund(s) may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion have acted in a manner calculated or reasonably likely to injure the interest of the Fund(s) or their members: Provided that such member shall be given the opportunity to submit an appeal to an independent body against the decision of the Trustees, and the decision of such body shall be final.

4.6 Any disputes concerning the interpretation, meaning or intention of any of the provisions of those Fund(s) or concerning the administration of the Funds which the trustees are unable to settle, shall be referred to an independent body for a final and binding decision.

4.7 Should any of the Funds be administered by the Council, the Funds' trustees and employees of the Council shall not be liable for the debts and liabilities of the Fund(s).

4.8 Should any of the Funds be administered by the Council, the Funds' trustees and employees of the Council shall not be held responsible for any act which may result in loss to the Fund(s), where such act was done in good faith, and they are indemnified by the Fund(s) against all losses and expenses incurred by them in the course their duties.

4.9 Should the Council be the administrators or be the collecting agent for any of the Funds, it shall not be held responsible for any contributions deducted and any contributions due and payable by any employer and/or member not paid to the Council upon sequestration or liquidation of any employer.

4.10 Should the Council be the administrators or be the collecting agent for any of the Funds, all expenses incurred in connection with the administration or collection of contributions for the Fund(s) shall be charged against the Fund(s).

#### 5. OPERATION OF THE FUND(S)

5.1 The Funds shall consist of—

5.1.1 all contributions paid to the Funds;

5.1.2 all income derived from the investment of any monies or assets of the Funds; and

5.1.3 all other monies to which the Funds may become entitled.

5.2 Should the Council be the administrator of the Fund(s), all monies accruing to the Fund(s) shall be deposited to the credit of the Fund(s) in a separate account with a registered bank or building society within three days after receipt thereof.

5.3 Should the Council be the administrator of the Fund(s), the monies of the Fund(s) shall be used for payment of benefits and expenditure in accordance with the rules of the Fund(s).

5.4 Should the Council be the administrator of the Fund(s) when benefits become payable, the amount due from the Fund(s) to beneficiaries shall be paid by cheque.

5.5 Should the Council be the administrator of the Fund(s), all payments from the Fund(s) shall be made by cheque signed by two trustees of the Fund(s) as the trustees may from time to time decide, and countersigned by the Secretary or alternates to the Secretary as the trustees may from time to time decide.

5.6 Should the Council be the administrator of the Fund(s), any monies held by the Fund(s) not required to meet current payments and expenditure shall be invested in terms of section 53(5) of the Act.

#### 6. AUDITING OF THE FUND(S)

6.1 Auditors as defined in the Act shall be appointed by the Council and shall audit the accounts of the Funds at least once annually and by not later than 30 June of each year, within six months after the end of each financial year, prepare financial statements, including at least a statement of income and expenditure for the previous financial year and a balance sheet showing its assets, liabilities and financial position as at the end of the previous financial year.

6.2 Should the Council be the administrator of the Fund(s), the audited statement and the balance sheet of the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and countersigned by the trustees of the Fund(s), together with any report made by the auditor thereon, shall be lodged with the Registrar of Labour Relations not later than 30 June of the following year of the period covered by such statement and balance sheet.

## 7. EXPIRY OF THE COLLECTIVE AGREEMENT

7.1 Upon the expiry of this Collective Agreement or any extension thereof, the trustees in office at the time or the trustees appointed by the Registrar of Labour Relations, shall continue to administer the Fund(s) for a period of two years in order to pay out benefits due to the beneficiaries and, subject to the approval of the Registrar of Labour Relations, any money standing to the credit of the Fund(s) after the said period of two years shall accrue to the general funds of the Council.

7.2 If upon the expiry of the said period of two years and the affairs of the Council having already been wound up and its assets distributed, the balance of the Fund(s) shall be distributed in terms of the provisions of section 59 of the Act.

## 8. LIQUIDATION OF THE FUND(S)

8.1 Upon the expiry of this Collective Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Fund(s) within two years from the expiry of this Collective agreement or any extension thereof, the Fund(s) must be liquidated by the Fund(s)' trustees in terms of clause 7 of this Chapter.

8.2 In the event of the Fund(s)' trustees in office at the time being unable to administer and/or liquidate the Fund(s) in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Fund(s) impracticable or undesirable in the opinion of the Registrar of Labour Relations, he may appoint a trustee or trustees to carry out the duties of the trustees and such trustee or trustees shall possess all the powers to the trustees for such purposes.

8.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Collective Agreement is binding in terms of the Act, the Fund(s) shall continue to be administered by the trustees in office at the time.

## 9. BENEFITS INALIENABLE

9.1 The benefits provided for by the Fund(s) referred to in this Chapter are not transferable and any member who attempts to assign, transfer, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever, and membership of the Fund(s) in respect of himself and his dependants shall be terminated.

9.2 No benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgment or order of a court of law.

## 10. WITHHOLDING OF BENEFITS

An employee who is a member of any of the Fund(s) in this Chapter and entitled to benefits, shall at the absolute discretion of the trustees of the Fund(s) concerned be deprived of any benefits from any of the Fund(s) in the event of such employee making a false statement or in any way attempting to obtain benefits fraudulently or dishonestly.

## 11. PAYMENT OF CONTRIBUTIONS

11.1 Every employer shall forward monthly the required member and employer contributions specified in Schedule 1 to this Agreement, together with return(s) in the form(s) specified to reach the Council not later than the 10th day of the month following the month during which the member's deductions were required to be made. Interest on late payment will be charged at 2% per month. The return(s) must be certified by the employer or his authorised representative as being true and correct.

11.2 If, in any particular month, no employees are employed, a NIL return, duly signed by the employer or his authorised representative, must be submitted to the Council.

## 12. AMENDMENTS TO THE RULES AND REGULATIONS

The trustees of the Fund(s) shall have the power to prescribe, alter and amend any rules for the administration of the Fund(s) and to make, amend and alter the rules governing the administration of the funds: Provided that such rules or amendments thereof shall not be inconsistent with provisions of any Collective Agreement entered into between the parties or the provisions of any other law. A copy of the rules and any amendments thereof shall be submitted to the Registrar of Labour Relations.

## 13. SPECIAL PROVISIONS IN RESPECT OF THE FUND(S)

13. The Furnmed Sick Benefit Society:

13.1.1 Objectives of the Fund: The objectives of the Fund shall be—

- 13.1.1.1 to assist members and their registered dependants with the costs of medical services as may be specified in the Fund's rules to be determined from time to time, which arise from illness, injury and/or accident;
- 13.1.1.2 to assist members and their registered dependants with the costs of medication and/or other medical goods needed for the treatment of illness, injury and/or accident, subject to the rules of the Fund;
- 13.1.1.3 to take such measures and do such things as the Fund's trustees may deem necessary for the prevention of illness, injury and accidents and for the improvement and promotion of the general health of members, dependants and persons employed or engaged in the Industry;



- 13.1.1.4 to contract with any individual or group of hospitals, clinics or convalescent homes for the care of ill, injured or convalescent members and their registered dependants;
- 13.1.1.5 to contract with any other person(s), body, institution or authority in respect of medical services as may be specified in the rules from time to time;
- 13.1.1.6 to do all such things as are necessary, incidental or conducive to the general welfare and health of members and their registered dependants and to the attainment of the aforementioned objectives.

#### 13.1.2 Membership:

- 13.1.2.1 Employees who are employed in the Industry for whom wages are not specified may be admitted as voluntary members of the Furnmed Sick Benefit Society at the discretion of the trustees. The provisions of this Agreement which are applicable to the Society as well as the rules of the Society shall *mutatis mutandis* apply to any such voluntary members.
- 13.1.2.2 Employees who have retired from the Industry due to old age or disability as substantiated by a medical certificate, or widows/widowers of such deceased members may be admitted as continuation members of the Society at the discretion of the trustees. The provisions of this Agreement which are applicable to the Furnmed Sick Benefit Society as well as the rules of this Society shall *mutatis mutandis* apply to any such continuation members.
- 13.1.2.3 Employees who are employed in the Industry, excluding members of the Society who are referred to in clauses 13.1.2.1 and 13.1.2.2 above and excluding employees who are members of the National Union of Furniture and Allied Workers of South Africa and excluding employees who are not members of a trade union party to this Agreement, shall be deemed to be compulsory members of the Furnmed Sick Benefit Society and membership of this Society shall be regarded as a condition of their employment, unless otherwise decided by the trustees of the Society. The provisions of this Agreement which are applicable to the Society as well as the rules of the Society shall *mutatis mutandis* apply to such compulsory members.

#### 13.1.3 Termination of membership

Members of this Society shall terminate within one month of a member leaving the Industry.

#### 13.1.4 Reserves of the Furnmed Sick Benefit Society

If at any time the amount of monies to the credit of the Fund drops below the average of one month's contributions "payment of benefits shall cease ...." and shall not be resumed until the amount of monies to the credit of the Fund exceeds two months contributions.

#### 13.1.5 Right of Recourse

If it is established that a member has ceased to be a member of the Furnmed Sick Benefit Society, and the Society has in error or contractually paid for any medical expenses incurred by such member and/or his registered dependants, the Fund(s), trustees shall have the right to deduct the amount(s) from the member's own Provident Fund contributions and transfer the amount(s) due to the Society.

#### 13.2 The NUFAWSA Sick Benefit Society:

- 13.2.1 The NUFAWSA Sick Benefit Society may be administered by the Council or the Council may act as the collecting agent for the contributions which are payable to this Society.
- 13.2.2 The trustees of the NUFAWSA Sick Benefit Society shall determine what contributions should be paid and to whom such contributions will be paid.
- 13.2.3 The Council shall have the right when acting as an administrator or collecting agent for the Society's contributions to determine an administration fee and to deduct such an administration fee from contributions collected or to claim such a fee from the Society.
- 13.2.4 Objectives of the Fund: The objectives of the Fund shall be—

- 13.2.4.1 to assist members and their registered dependants with the costs of medical services as may be specified in the Fund's rules to be determined from time to time, which arise from illness, injury and/or accident;
- 13.2.4.2 to assist members and their registered dependants with the costs of medication and/or other medical goods needed for the treatment of illness, injury and/or accident, subject to the rules of the Fund;
- 13.2.4.3 to take such measures and do such things as the Fund's trustees may deem necessary for the prevention of illness, injury and accidents and for the improvement and promotion of the general health of members, dependants and persons employed or engaged in the Industry;
- 13.2.4.4 to contract with any individual or group of hospitals, clinics, or convalescent homes for the care of ill, injured or convalescent members and their registered dependants;
- 13.2.4.5 to contract with any other person(s), body institution or authority in respect of medical services as may be specified in the rules from time to time;
- 13.2.4.6 to do all such things as are necessary, incidental or conducive to the general welfare and health of members and their registered dependants and to the attainment of the aforementioned objectives.

**13.2.5 Membership**

Employees in the Industry who are members of the National Union of Furniture and Allied Workers of South Africa and who are employed by an employer in the Industry who is a member of an employers' organisation who is party to this Collective Agreement shall be deemed to be compulsory members of the NUFAWSA Sick Benefit Society and membership of the Society shall be regarded as a condition of employment, unless otherwise decided by the trustees of the Society.

**13.2.6 Termination of membership**

Membership of this Society shall terminate within one month of a member leaving the Industry.

**13.2.7 Reserve of the NUFAWSA Sick Benefit Society**

If at any time the amount of monies to the credit of the Fund drops below the average of one month's contributions and shall not be resumed until the amount of monies to the credit of the Fund exceeds two months contributions.

**13.2.8 Right of Recourse**

If it is established that a member has ceased to be a member of the NUFAWSA Sick Benefit Society, and the Society, has in error or contractually paid for any medical expenses incurred by such member and/or his registered dependants, the Fund(s)' trustees shall have the right to deduct the amount(s) from the member's own Provident Fund contributions and transfer the amount(s) due to the Society.

**18. CHAPTER 4**

Substitute the following for Chapter 4:

**"A. GRADING—FURNITURE, BEDDING AND UPHOLSTERY SECTORS****1. Unskilled employees***Nature of work performed*

Work at this level is of a manual and/or repetitive nature. Minimum skill is required and limited discretion and limited judgement applies. The employees will work under direct supervision.

*Nature of work performed*

All types of manual labour of a repetitive nature.

*Some job titles*

Truck assistant, cleaner, machine feeder, packer, stacker, sand paperer, operating a filling machine, securing mattress panels to springs, tea persons, other non-production operations, etc.

**2. Semi-skilled employees**

Employees at this level will have limited skills training and are required to exercise limited discretion in performing tasks.

Employees work under direct supervision.

They will have a basic understanding of work flow and sectional output, meeting required quality standards.

*Nature of work performed*

- \* Setting up and/or operating continuous processing machines.
- \* Clerical staff e.g. storeman, despatch clerk, etc.

*Some job titles:*

Spray painting, silk screening, upholstering basic furniture, e.g. occasional chairs, dining room/kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers, assemblers, etc.

**3. Skilled employees**

Employees at this level either have a recognised tertiary qualification or have gained competence through experience.

The employee is required to exercise a considerable degree of discretion and will be able to read technical drawings where necessary.

The employee must accept responsibility for meeting production outputs at an acceptable quality level.

*Nature of work performed*

- \* All artisans who obtained a recognised artisan qualification.
- \* Technical staff who obtained a recognised technical qualification equivalent to at least M + 3.
- \* Using a computer to construct working drawings and production schedules.

**4. Chargehand**

Employees at this level will have a broad knowledge of the discipline that they supervise. They can either be working chargehands or supervisory chargehands.

They must be competent and trained in people management skills and will be responsible for outputs in the section within acceptable parameters.

They will be required to exercise analytical skills with a relevant high level of decision making.

#### 5. Foreman/Supervisors

Employees at this level have experience in more than one discipline with competency in people management skills (e.g. motivation, discipline, safety and security, etc.)

They will be able to work from complex drawings and will be able to interpret and apply technical skills. They will be versed in on the job training. Employees at this level will regularly meet output targets maintaining an acceptable quality standard."

### B. GRADING — CURTAINING SECTOR

**Note:** Payment of wages shall be determined by reference to the nature of work performed by the employee. The nature of work performed on a machine while in operation shall be the deciding factor in determining the type of work.

[Insert clause K22 – 29 here, but numbered as B6 – 13.]"

## 19. SCHEDULE 1

### CALCULATION OF CONTRIBUTIONS PAYABLE TO THE COUNCIL

- (1) Substitute the following for item 1:

#### "1. HOLIDAY BONUS FUND

"The amount payable by the employer shall be calculated on actual hours worked and shall be determined as follows:

- 1.1 12,5% of the employee's normal weekly wages if the employee has lost 20 minutes or less of the full possible number of normal hours that the employee could have worked in any specific pay week;
- 1.2 12,5% of the employee's weekly overtime wages;
- 1.3 10% of the employee's normal weekly wages if the employee has lost between 21 minutes and one hour of the full possible number of normal hours that the employee could have worked in any specific pay week;
- 1.4 5% of the employee's normal weekly wages if the employee has lost more than one hour of the full possible number of normal hours that the employee could have worked in any specific pay week;
- 1.5 12,5% of a foreman's specified minimum weekly wage for working employers."

- (2) Substitute the following for item 2:

#### "2. PROVIDENT FUND (payable only when more than 16 hours per week have been worked):

- "2.1 *Employees in Industry:* 6% of normal weekly wage from the employee per week plus an equal amount from the employer.
- 2.2 *Working employers:* 12% of a foreman's specified weekly wage."

- (3) Insert the following new items 3.1 and 3.2:

#### "3.1 FURNMED SICK BENEFIT SOCIETY (payable only when more than 16 hours per week have been worked):

- 3.1.1 *Member:* R35,00 per week from the employee and R35,00 per week from the employer.
- 3.1.2 *Dependants:* R4,00 per week per dependant from the employee to a maximum of R16,00 per week for four or more registered dependants.

#### "3.2 NUFAWSA SICK BENEFIT SOCIETY (payable only when more than 16 hours per week have been worked):

- 3.2.1 *Member:* R50,00 per week from the employee and R35,00 per week from the employer.
- 3.2.2 *Dependants:* R00,00 per week for registered dependants."

- (4) Substitute the following for item 4:

#### "4. EXPENSES OF THE COUNCIL (payable only when more than 16 hours per week have been worked) R3,00 per week from the employee plus an equal amount from the employer.

This amount shall be increased annually by the percentage equivalent to the average percentage increase in the prescribed minimum wages."

## 20. SCHEDULE 2

Substitute the following for Schedule 2:

### "SCHEDULE 2

- A. GRADING SYSTEM, WAGE CATEGORIES, OLD SPECIFIED MINIMUM WEEKLY WAGE RATES, SPECIFIED MINIMUM WEEKLY WAGE INCREASES, NEW SPECIFIED MINIMUM WEEKLY WAGE RATES AND SUBSISTENCE ALLOWANCES FOR ALL EMPLOYEES EMPLOYED IN THE INDUSTRY AS AT THE DATE OF THE COMING INTO OPERATION OF THIS AGREEMENT



Sectors, Drivers and Apprentices	Grades	Wage Categories	Old specified minimum weekly wage rates	Specified minimum weekly wage increases	New specified minimum weekly wage rates
	Grades applicable prior to the coming into operation of this Agreement	Wage categories applicable prior to the coming into operation of this Agreement	Specified minimum weekly wage rates applicable prior to the coming into operation of this Agreement	Specified minimum weekly wage increases applicable as from the date of the coming into operation of this Agreement	Specified minimum weekly wage rates applicable as from the date of the coming into operation of this Agreement
Furniture .....	Temporary employment hire of labour	All grades	R700,00	R42,00	R742,00
	Foreman/Supervisor	F	R658,87	R42,00	R700,87
	Chargehand .....	G	R642,69	R42,00	R684,69
	Grade I .....	A	R610,33	R42,00	R652,33
	Grade II .....	B	R601,83	R42,00	R643,83
	Grade III .....	C	R571,62	R40,00	R611,62
	Grade IV Chargehand	H	R564,08	R38,00	R602,08
	Grade IV (A) .....	E	R550,50	R38,00	R588,50
	Grade IV .....	E	R547,56	R38,00	R585,56
Bedding .....	Temporary employment hire of labour	All grades	R700,00	R42,00	R742,00
	Foreman/Supervisor	F	R658,87	R42,00	R700,87
	Chargehand .....	G	R642,69	R42,00	R684,69
	Grade I .....	A	R610,33	R42,00	R652,33
	Grade I (A) .....	B	R601,83	R42,00	R643,83
	Grade II .....	I	R591,58	R42,00	R633,58
	Grade III .....	C	R571,62	R40,00	R611,62
	Grade III (A) .....	J	R566,12	R40,00	R606,12
	Grade IV Chargehand	H	R564,08	R38,00	R602,08
	Grade IV (A) .....	E	R550,50	R38,00	R588,50
	Grade IV .....	D	R547,56	R38,00	R585,56
Curtains .....	Grade I .....	K	R576,24	R33,00	R609,24
	Grade II (A) .....	L	R529,80	R33,00	R562,80
	Grade II (B) .....	M	R518,30	R33,00	R551,30
	Grade III (A) .....	N	R494,85	R33,00	R527,85
	Grade III (B) .....	O	R483,36	R33,00	R516,36
	Grade IV (A) .....	P	R461,29	R33,00	R494,29
	Grade IV (B) .....	Q	R449,79	R33,00	R482,79
	Grade V .....	R	R417,61	R31,00	R448,61
Drivers .....	Vehicles over 7 tons.	V	R584,07	R42,00	R626,07
	Vehicles 5 tons to 7 tons	U	R576,25	R40,00	R616,25
	Vehicles 3 tons to 5 tons	T	R568,38	R40,00	R608,38
	Vehicles under 3 tons	S	R561,35	R40,00	R601,35
	Other vehicles .....	W	R548,23	R40,00	R588,23
	Subsistence allowance	X	R35,00 per night	n/a	R35,00 per night
Apprentices .....	Passed stage 5 .....	AD	R630,62	R42,00	R672,62

Sectors, Drivers and Apprentices	Grades	Wage Categories	Old specified minimum weekly wage rates	Specified minimum weekly wage increases	New specified minimum weekly wage rates
	Grades applicable prior to the coming into operation of this Agreement	Wage categories applicable prior to the coming into operation of this Agreement	Specified minimum weekly wage rates applicable prior to the coming into operation of this Agreement	Specified minimum weekly wage increases applicable as from the date of the coming into operation of this Agreement	Specified minimum weekly wage rates applicable as from the date of the coming into operation of this Agreement
	Passed stage 4 .....	AC	R616,99	R42,00	R658,99
	Passed stage 3 .....	AB	R603,37	R42,00	R645,37
	Passed stage 2 .....	AA	R589,74	R42,00	R631,74
	Passed stage 1 .....	Z	R576,12	R42,00	R618,12
	Indentured .....	Y	R559,77	R42,00	R601,77

**B. GRADING SYSTEM, SPECIFIED MINIMUM WEEKLY WAGE RATES AND SUBSISTENCE ALLOWANCE APPLICABLE TO ALL EMPLOYEES ENTERING THE INDUSTRY AFTER THE DATE OF THE COMING INTO OPERATION OF THIS AGREEMENT**

Sectors, drivers and apprentices	Grades (Grading system applicable as from the date of the coming into operation of this Agreement)	Specified minimum weekly wage rates applicable as from the date of the coming into operation of this Agreement
Furniture, bedding and upholstery .....	Unskilled employees .....	R325,00 per week
	Semi-skilled employees .....	R566,00 per week
	Skilled employees .....	R610,00 per week
	Chargehand .....	Rate of pay will be one level above the average level of employees work-under his/her supervision
pay ing	Foreman .....	R660,00 per week
	Grade I .....	R609,24 per week
	Grade II (A) .....	R562,80 per week
	Grade II (B) .....	R551,30 per week
	Grade III (A) .....	R527,85 per week
	Grade III (B) .....	R516,36 per week
	Grade IV (A) .....	R494,29 per week
	Grade IV (B) .....	R482,79 per week
Drivers .....	Grade V .....	R448,61 per week
	Daily subsistence allowance ....	R35,00 per night
	Level 1 (indentured) .....	R601,77 per week
Apprentices .....	Level 2 .....	R645,37 per week
	Level 3 .....	R672,62 per week

**MINIMUM WEEKLY WAGE INCREASES AND MINIMUM WEEKLY WAGE RATES  
FOR THE PERIOD 1 JULY 2002 TO 30 JUNE 2003**

Weekly wage increases for the period 1 July 2002 to 30 June 2003 will be determined as follows:

**Unskilled employees:** Employees' weekly wage rates will be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2001 to 28 February 2002, as published in March 2002 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors.

**Semi-skilled employees:** Employees' weekly wage rates will be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2001 to 28 February 2002, as published in March 2002 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors, plus R2,00 per week.

**All other employees:** Employees' weekly wage rates will be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2001 to 28 February 2002, as published in March 2002 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors, plus R4,00 per week.

Should the past year's average (1 March 2001–28 February 2002) CPI-X published in March 2002 be more than the upper limit or lower limit as in 6 (a), (b) or (c), the Council shall meet to reconsider annual weekly wage increases.

**MINIMUM WEEKLY WAGE INCREASES AND MINIMUM WEEKLY WAGE RATES  
FOR THE PERIOD 1 JULY 2003 TO 30 JUNE 2004**

Weekly wage increases for the period 1 July 2003 to 30 June 2004 will be determined as follows:

**Unskilled employees:** Employees' weekly wage rates will be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2002 to 28 February 2003, as published in March 2003 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors.

**Semi-skilled employees:** Employees' weekly wage rates will be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2002 to 28 February 2003, as published in March 2003 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors, plus R2,00 per week.

**All other employees:** Employees' weekly wage rates will be increased by the average official Consumer Price Index (CPI-X) for the period 1 March 2002 to 28 February 2003, as published in March 2003 to an upper limit of 6% and a lower limit of 4%. Wage increases shall be based on the prevailing gazetted minimum weekly wage rate of an unskilled employee of the Furniture, Bedding and Upholstery Sectors, plus R4,00 per week.

Should the past year's average (1 March 2002–28 February 2003) CPI-X as published in March 2003 be more than the upper or lower limit as in 7 (a), (b) or (c), the Council shall meet to reconsider annual weekly wage increases.

Agreement signed at Johannesburg this 6th day of November 2001.

**H. A. DE KLERK**  
Chairman of the Council

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

**W. A. JANSE VAN RENSBURG**  
General Secretary

**No. R. 302**

**15 March 2002**

**DETERMINATION IN TERMS OF SECTION 50: NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY  
OF SOUTH AFRICA—KWAZULU-NATAL REGION**

The Minister of Labour, Membathisi Mphumzi Shepherd Mdladlana, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, makes the following Ministerial Determination:

**1. Employers or employees in respect of whom the determination applies:**

All employees employed by party employers to the National Bargaining Council for the Electrical Industry of South Africa—KwaZulu-Natal Region.

**2. The following sections of the Act are replaced or excluded:**

Sections 22 and 23.

**3. Conditions on which the determination is granted:**

That the agreement pertaining to the Electrical Industry KZN Sick Benefit Fund as published in *Government Gazette* No. 19425, dated 6 November 1998 is strictly adhered to.

**4. Period of which the determination is granted:**

With effect from 12 July 1999 for the duration of the agreement.

**M. M. S. MDLADLANA**

**Minister of Labour**

This determination replaces the determination published under Government Notice No. R. 572 of 6 July 2001.

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# **SOUTH AFRICAN REVENUE SERVICE SUID-AFRIKAANSE INKOMSTEDIENS**

**No. R. 301****15 March 2002**

CUSTOMS AND EXCISE ACT, 1964

**AMENDMENT OF SCHEDULE No. 2 (No. 2/104)**

Under section 56 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 2 to the said Act is hereby amended to the extent set out in the Schedule hereto.

**M. MPAHLWA**

Deputy Minister of Finance

**SCHEDULE**

<b>I</b> Item	<b>II</b>				<b>III</b> Rebate Items	<b>IV</b> Imported from or originating in	<b>V</b> Rate of anti- dumping duty	<b>VI</b> Anno- tations
	Tariff Heading	Code	C. D.	Description				
207.01				By the deletion of tariff heading 3926.20.				

**No. R. 301****15 Maart 2002**

DOEANE- EN AKSYNSWET, 1964

**WYSIGING VAN BYLAE No. 2 (No. 2/104)**

Kragtens artikel 56 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 2 by genoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

**M. MPAHLWA**

Adjunkminister van Finansies

**BYLAE**

<b>I</b> Item	<b>II</b>				<b>III</b> Korting Items	<b>IV</b> Ingevoer vanaf of afkomstig van	<b>V</b> Skaal van anti-dumping reg	<b>VI</b> Anno- tasies
	Tarief= pos	Kode	T. S.	Beskrywing				
207.01				Deur tariefpos 3926.20 te skrap.				

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