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CONTENTS

No.	Page	Gazette	No.	Bladsy	Koerant	No.
-----	------	---------	-----	--------	---------	-----

PROCLAMATIONS

R. 51	Promotion of National Unity and Reconciliation Act (34/1995): Truth and Reconciliation Commission: Committee on Amnesty: Proclamation under section 20	3	23535	R. 51	Wet op die Bevordering van Nasionale Eenheid en Versoening (34/1995): Kommissie vir Waarheid en Versoening: Komitee oor Amnestie: Proklamasie	15	23535
R. 52	do.: do.: do.: do.	27	23535	R. 52	do.: do.: do.: do.	32	23535
R. 53	do.: do.: do.: do.	37	23535	R. 53	do.: do.: do.: do.	48	23535

GOVERNMENT NOTICES

Agriculture, Department of			
<i>Government Notice</i>			
R. 845	Co-operatives Act (91/1981): Prescribed fees: Amendment	60	23535
Justice, Department of			
<i>Government Notices</i>			
R. 841	Constitution of the Republic of South Africa (108/1996): Constitutional Court: Notice in terms of rule 4 (8) of the Rules	65	23535
R. 888	Constitution of the Republic of South Africa (108/1996): Constitutional Court: Notice in terms of rule 4 (8) of the Rules	69	23535
Labour, Department of			
<i>Government Notice</i>			
R. 856	Labour Relations Act (66/1995): Meat Trade, Gauteng: Extension of Main Collective Agreement to Non-parties	71	23535

PROKLAMASIES

R. 51	Wet op die Bevordering van Nasionale Eenheid en Versoening (34/1995): Kommissie vir Waarheid en Versoening: Komitee oor Amnestie: Proklamasie	15	23535	R. 51	Wet op Arbeidsverhoudinge (66/1995): Hooft Kollektiewe Ooreenkoms na Nieu-partye	84	23535
R. 52	do.: do.: do.: do.	32	23535	R. 841	Constitution of the Republic of South Africa (108/1996): Konstitusionele Geraght: Mededeeling in terme van reël 4 (8) van die Regels	65	23535
R. 53	do.: do.: do.: do.	48	23535	R. 888	Constitution of the Republic of South Africa (108/1996): Konstitusionele Geraght: Mededeeling in terme van reël 4 (8) van die Regels	69	23535

GOEWERMENTSKENNISGEWINGS

Arbeid, Departement van

Goewermentskennisgewing

R. 856	Wet op Arbeidsverhoudinge (66/1995): Hooft Kollektiewe Ooreenkoms na Nieu-partye	84	23535
--------	--	----	-------

Justisie, Departement van

Goewermentskennisgewings

R. 841	Constitution of the Republic of South Africa (108/1996): Constitutional Court: Notice in terms of rule 4 (8) of the Rules	65	23535
R. 888	Constitution of the Republic of South Africa (108/1996): Constitutional Court: Notice in terms of rule 4 (8) of the Rules	69	23535

Landbou, Departement van

Goewermentskennisgewing

R. 845	Koöperasiewet (91/1981): Voorgeskrewe	61	23535
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INHOUD

PROCLAMATION*Truth and Reconciliation Commission:**Committee on Amnesty***No. R. 51, 2002****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 -

- (a) on 1 March 2001 to -
- (i) **MICHAEL SEGWAPIRI MAFETE** (identity number 6201255656082); and
 - (ii) **PUTAMENG MOKGANYENG LAWRENCE MALAKA** (date of birth 12 June 1961),
- in respect of -
- (aa) the murder of MPHAHLELE MONICA MAKUA, MALOPE MAPHANGA and DUDU MAPHANGA; and
 - (bb) arson in respect of the immovable property of MOSES MAKUA,
- committed at or near Ga Mantlhananyane Village, Nebo District, Northern Province on or about 11 April 1994;

- (b) on 2 March 2001 to -
- (i) **EUGENE ALEXANDER DE KOCK** (identity number 4901295009000);
 - (ii) **MARTINUS DAVID RAS JR** (identity number 6201035019080); and
 - (iii) **ADRIAN DAVID BAKER** (identity number 5408115024085),
- in respect of the killing of an unknown person and for all acts related to the incident, committed at or near Matikeng towards the end of 1989 or 1988;

- (c) on 6 March 2001 to **JOSIAS SEEMISE** (date of birth 16 May 1972), in respect of -
- (aa) the conspiracy to murder leaders of the African National Congress, committed at or near Ermelo during or about 1989 and 1992;

- (bb) the unlawful possession of unlicensed firearms, ammunition and hand grenades, committed at or near Ermelo during or about 1990, 1991 and 1992; and
- (cc) any offence relating to the unlawful possession of firearms, ammunition and explosives disclosed by the evidence;

(d) on 9 March 2001 to -

- (i) **SALMON JOHANNES GERHARDUS DU PREEZ** (identity number 5311295071001), in respect of-

- (aa) the abduction of BLESSING NINELA and his unlawful detention, committed at the abandoned shooting range at or near Winklespruit, KwaZulu-Natal in or about June 1988;
- (bb) the killing of BLESSING NINELA, committed at or near Bulwer, KwaZulu-Natal during or about 1988; and
- (cc) any other offence, including desecration of a corpse, directly linked to the said killing and the disposal of the body;

- (iii) **LAWRENCE GERALD WASSERMAN** (identity number 5510265221005), in respect of -
- (aa) the abduction of BLESSING NINELA and his unlawful detention, committed at the abandoned shooting range at or near Winklespruit, KwaZulu-Natal in or about June 1988;
- (bb) the killing of BLESSING NINELA, committed at or near Bulwer, KwaZulu-Natal during or about 1988; and
- (cc) any other offence, including desecration of a corpse, directly linked to the said killing and the disposal of the body;

- (iiii) **BERNADINE NKOSIYEZWE MWELASE** (identity number 570730575085), in respect of the abduction of BLESSING NINELA and his unlawful detention, committed at the abandoned shooting range at or near Winklespruit, KwaZulu-Natal in or about June 1988;

(e) on 9 March 2001 to -

- (i) **PETRUS CASPARUS SNYDERS** (identity number 58102955193004), in respect of conspiracy to murder members of the African National Congress, committed in or near Mozambique during or about 1989; and

(iii) **MOHALE OSCAR MOTLOKWA** (identity number 6305235794085), in respect

of -

(aa) the murder of MR BHEKI NDLELA and MR ISAAC ZONDI, committed on or about 11 November 1993;

(bb) the unlawful possession of a firearm in contravention of section 2, read with sections 1, 39 and 40, of Act 75 of 1969; and

(cc) the unlawful possession of ammunition in contravention of section 36, read with sections 1, 39 and 40, of Act 75 of 1969,

committed during or about November 1993;

(f) on 12 March 2001 to-

(i) **NICHOLAS DOBO NTANZI** (date of birth 1 January 1973); and

(iii) **NKOSINATHI NGWENYA** (date of birth 16 December 1965),

in respect of the murder of MR MPHATHISENI THULANI NTANZI, committed at or near Ezindophi near Eshowe area on or about 25 September 1993;

(g) on 13 March 2001 to-

(i) **ISAAC MHLKHOHA MTHEMDENI SHANGE** (date of birth 15 March 1974);

(ii) **JABULANI TUNENE NCOKWANE** (date of birth 13 January 1986); and

(iiii) **JABULANI DODA CELE** (identity number 740945912082),

in respect of -

(aa) the murder of SIKHUMBUSO INNOCENT CELE;

(bb) the murder of THULANI PATRICK MLUMBI;

(cc) the murder of DINWABEBONA MNYAKAMELWA GUMEDE;

(dd) the murder of DELANI RICHARD GCABA;

(ee) the murder of THEMINKOSI CHRISTOPHER MFAYELA;

(ff) the murder of BHEKINDULA ISAAC SHANGE;

(gg) the attempted murder of VIVIAN JABULANI NTOMBELA;

(hh) the attempted murder of HAMILTON GUMEDE;

(ii) the attempted murder of DOUGLAS MAHAYIKO DUMA;

(iii) the attempted murder of MANDLAKAYISE JUSTICE GUMEDE;

(kk) the attempted murder of THULASIZWE CLEMENT KHUMALO;

(ll) the attempted murder of PATRICK MSOMI;

(mm) the attempted murder of MZIKANYISE ELPHORD LUTHULI;

(nn) the attempted murder of BHEKISISA NDLOVU; and

(oo) the unlawful possession of arms and explosives in contravention of the Arms and Ammunition Act 75 of 1969,
committed at or near Mzimba area, Umkomas, KwaZulu-Natal on or about 27 April 1992;

(h) on 16 March 2001 to -

(i) **MTHETHELI ZEPHANIA MNCUBE** (identity number 6005195810083), in respect of-

(aa) an explosion damaging a vehicle, registration number KGD 621T, which resulted in the death of MR EDWARD MELUBA and injury of the driver of the vehicle, MR ELIJA MAKGAMATA, committed in the district of Messina on or about 26 November 1985;

(bb) an explosion damaging a Toyota bakkie, registration number KMN 580T, and killing a dog belonging to a MR GERT DE VILLIERS, committed at or near Messina on or about 26 November 1985;

(cc) an explosion damaging a tractor, registration number TD2860, resulting in the death of MR GLABI PHILEMON NCUBE, committed in the district of Messina on or about 24 November 1985 ;

(dd) an explosion involving a military vehicle, registration number R23654, on the farm Bergen-op-Zoom injuring two occupants, committed at or near Messina on or about 27 November 1985;

(ee) an explosion involving a Casspir vehicle, registration number BDL 706B, on the farm Overvakte injuring CONSTABLE PHILEMON MOTAUNG, committed in the district of Messina on or about 27 November 1985;

(ff) an explosion involving a military vehicle, registration number R9547, on the farm Bergen-op-Zoom injuring one MR FOURIE and MR PIET MAPOTLE, committed in the district of Messina on or about 12 December 1985;

(gg) an explosion killing six and injuring five occupants of a Nissan Bakkie, registration number KTR 675 T (all the occupants were members of the DE NYSSCHEN and/or VAN ECK families), committed at or near Messina on or about 15 December 1985;

(hh) an explosion involving a vehicle, registration number KDL 571 T, on the farm Overvakte injuring MR WILLEM DU PLESSIS JANSE VAN RENSBURG, committed at or near Messina on or about 12 December 1986; and

- (ii) the killing of THEUNIS JOHANNES GERBER and JOACHIM MARTINUS NEL, committed at or near Messina on or about 26 December 1986;

- (iii) **MZONDELELI EUCLID NONDULA** (identity number 6305195847089), in respect of -

- (aa) an explosion damaging a vehicle, registration number KGD 621T, which resulted in the death of MR EDWARD MELUBA and injury of the driver of the vehicle, MR ELIJA MAKGAMATA, committed in the district of Messina on or about 26 November 1985;

- (bb) an explosion damaging a Toyota bakkie, registration number KMN 580T, and killing a dog belonging to a MR GERT DE VILLIERS, committed at or near Messina on or about 26 November 1985;

- (cc) an explosion damaging a tractor, registration number TD2860, resulting in the death of MR GLABI PHILEMON NCUBE, committed in the district of Messina on or about 24 November 1985 ;

- (dd) an explosion involving a military vehicle, registration number R23654, on the farm Bergen-op-Zoom injuring two occupants, committed at or near Messina on or about 27 November 1985;

- (ee) an explosion involving a Casspir vehicle, registration number BDL 706B, on the farm Overlakte injuring CONSTABLE PHILEMON MOTAUNG, committed in the district of Messina on or about 27 November 1985;

- (ff) an explosion involving a military vehicle, registration number R9547, on the farm Bergen-op-Zoom injuring one MR FOURIE and MR PIET MAPOTELE, committed in the district of Messina on or about 12 December 1985;

- (gg) an explosion killing six and injuring five occupants of a Nissan Bakkie, registration number KTR 675 T (all the occupants were members of the DE NYSSCHEN and/or VAN ECK families), committed at or near Messina on or about 15 December 1985; and

- (hh) an explosion involving a vehicle, registration number KDL 571 T, on the farm Overlakte injuring MR WILLEM DU PLESSIS JANSE VAN RENSBURG, committed at or near Messina on or about 12 December 1986;

- (iii) **JABULANI SYDNEY MBULI** (identity number 6311106087088), in respect of -
- (aa) an explosion damaging a vehicle, registration number KGD 621T, which resulted in the death of MR EDWARD MELUBA and injury of the driver of the vehicle, MR ELIJA MAKGAMATA, committed in the district of Messina on or about 26 November 1985;
- (bb) an explosion damaging a Toyota bakkie, registration number KMN 580T, and killing a dog belonging to a MR GERT DE VILLIERS, committed at or near Messina on or about 26 November 1985;
- (cc) an explosion damaging a tractor, registration number TD2860, resulting in the death of MR GLABI PHILEMON NCUBE, committed in the district of Messina on or about 24 November 1985;
- (dd) an explosion involving a military vehicle, registration number R23654, on the farm Bergen-op-Zoom injuring two occupants, committed at or near Messina on or about 27 November 1985;
- (ee) an explosion involving a Casspir vehicle, registration number BDL 706B, on the farm Overvalke injuring CONSTABLE PHILEMON MOTAUNG, committed in the district of Messina on or about 27 November 1985;
- (ff) an explosion involving a military vehicle, registration number R9547, on the farm Bergen-op-Zoom injuring one MR FOURIE and MR PIET MAPOTLE, committed in the district of Messina on or about 12 December 1985;
- (gg) an explosion killing six and injuring five occupants of a Nissan Bakkie, registration number KTR 675 T (all the occupants were members of the DE NYSSCHEN and/or VAN ECK families), committed at or near Messina on or about 15 December 1985; and
- (hh) an explosion involving a vehicle, registration number KDL 571 T, on the farm Overvalke injuring MR WILLEM DU PLESSIS JANSE VAN RENSBURG, committed at or near Messina on or about 12 December 1986;

(i)

on 16 March 2001 to -

- (i) **EUGENE DE KOCK** (identity number 4901295009000);
- (ii) **IZAK DANIEL BOSCH** (identity number 590618500006);
- (iii) **FEDERIK JOHANNES PIENAAR** (identity number 4605205040001);
- (iv) **EUGENE FOURIE** (identity number 5906175019085);
- (v) **JOHANNES KOOLE** (identity number 4310105471089);
- (vi) **SCHALK JAN VISSER** (identity number 3901125012084);

- (i) on 20 March 2001 to -
- (i) **EUGENE ALEXANDER DE KOCK** (identity number 4901295009000), in respect of -
- (aa) supplying arms for the attempted coup d'etat, committed during or about March and November 1990 at or near Transkei;
- (bb) conspiracy to murder members of the Transkei Defence Force;
- (cc) any contravention in terms of the provisions of the Arms and Ammunition Act 75 of 1969;
- (dd) any contravention in terms of the Explosives Act 26 of 1956;
- (ee) any offence or delict flowing from the supplying of the above items; and
- (ff) supplying Anton Niewoudt with arms in preparation of the attempted coup d'etat, committed during February/March 1991 at or near Transkei;
- (iii) **WILLEM ALBERTUS NORTJE** (identity number 5602015035080) in respect of -
- (aa) supplying arms for the attempted coup d'etat, committed during or about March and November 1990 at or near Transkei;
- (bb) conspiracy to murder members of the Transkei Defence Force;
- (cc) any contravention in terms of the provisions of the Arms and Ammunition Act 75 of 1969;
- (dd) any contravention in terms of the Explosives Act 26 of 1956; and
- (ee) any offence or delict flowing from the supplying of the above items;
- (iiii) **MARTINUS DAVID RAS** (identity number 6201035019080) in respect of -
- (aa) supplying arms for the attempted coup d'etat, committed during or about March and November 1990 at or near Transkei;
- (bb) conspiracy to murder members of the Transkei Defence Force;
- (cc) any contravention in terms of the provisions of the Arms and Ammunition Act 75 of 1969;
- (dd) any contravention in terms of the Explosives Act 26 of 1956;
- (ee) any offence or delict flowing from the supplying of the above items;

(vii) **PAUL JACOBUS VAN DYK** (identity number 4703045009086); and

(viii) **CHRISTO PETRO DEETLEFS** (identity number 4801085012000);

in respect of any offence or delict flowing from or directly associated with the abduction of GLORY SEDIBE and the consequent unlawful detention, committed during or about 1986;

- (ff) the conspiracy to murder BANTUBONKE HOLOMISA, committed during or about 1990; and
- (gg) being accessory to the attempt coup d'état in Transkei;

- (iv) **DANIEL LIONEL SNYMAN** (identity number 5209215002082) in respect of-
- (aa) supplying arms for the attempted coup d'état, committed during or about March and November 1990 at or near Transkei;
- (bb) conspiracy to murder members of the Transkei Defence Force;
- (cc) any contravention in terms of the provisions of the Arms and Ammunition Act 75 of 1969;
- (dd) any contravention in terms of the Explosives Act 26 of 1956; and
- (ee) any offence or delict flowing from the supplying of the above items; and

- (v) **NICOLAAS JOHANNES VERMEULEN** (identity number 4612205020082), in respect of-
- (aa) supplying arms for the attempted coup d'état, committed during or about March and November 1990 at or near Transkei;
- (bb) conspiracy to murder members of the Transkei Defence Force;
- (cc) any contravention in terms of the provisions of the Arms and Ammunition Act 75 of 1969;
- (dd) any contravention in terms of the Explosives Act 26 of 1956; and
- (ee) any offence or delict flowing from the supplying of the above items;

(k) on 23 March 2001 to-

- (i) **BOMANE A CHIVA** (identity number 6205195525083);
- (ii) **NJABULO W CHILI** (identity number 6512256081082);
- (iii) **BEKANI R NZUZA**; and
- (iv) **MZOKHONA E NZUZA** (date of birth 15 January 1972);

in respect of the murder of MKHULISENI PHINEOS NGCOBO, committed at or near Maphethehweni in the district of Indanda, KwaZulu-Natal on or about 7 January 1993;

(l) on 27 March 2001 to -

- (i) **WILLEM PETRUS LOUW** (identity number 4708195001007), in respect of participation and involvement in the manufacturing of a manuscript bomb, committed during or about the period 1985 - 1987;

- (ii) **MZIKAYE POTYE** (identity number 6910235529082), in respect of the kidnapping of MONDE NONDUMO, committed at or near Mangwani during or about 1990;
- (iii) **HENDRIK JOHANNES PETRUS BOTHA** (identity number 5301025042083), in respect of-
- (aa) all acts, omissions and offences flowing from or directly associated with the murder of CHARLES NDABA and MBUSO SHABALALA, committed at or near the Tugela River Mouth, KwaZulu-Natal on or about 12 July 1990; and
- (bb) breaking and entering with intent to steal and the theft of documentation and equipment at two ANC safe houses, committed at or near Durban on or about 7 July 1990;
- (iv) **SALMON JOHANNES GERHARDUS DU PREEZ** (identity number 5311295071001), in respect of-
- (aa) all acts, omissions and offences flowing from or directly associated with the murder of CHARLES NDABA and MBUSO SHABALALA, committed at or near the Tugela River Mouth, KwaZulu-Natal on or about 12 July 1990; and
- (bb) breaking and entering with intent to steal and the theft of documentation and equipment at two ANC safe houses, committed at or near Durban on or about 7 July 1990;
- (v) **LAURENCE GERALD WASSERMAN** (identity number 5510265221005), in respect of all acts, omissions and offences flowing from or directly associated with the murder of CHARLES NDABA and MBUSO SHABALALA, committed at or near the Tugela River Mouth, KwaZulu-Natal on or about 12 July 1990;
- (vi) **JOHANNES ALBERTUS STEYN** (identity number 3909305045089), in respect of all acts, omissions and offences flowing from or directly associated with the murder of CHARLES NDABA and MBUSO SHABALALA, committed at or near the Tugela River Mouth, KwaZulu-Natal on or about 12 July 1990; and

(vii) **CASPER ADRIAAN VAN DER WESTHUIZEN** (identity number 6106105012081), in respect of all acts, omissions and offences flowing from or directly associated with the murder of **CHARLES NDABA** and **MBUSO SHABALALA**, committed at or near the Tugela River Mouth, KwaZulu-Natal on or about 12 July 1990;

(m) on 28 March 2001 to -

(i) **ERIC GOOSEN** (identity number 6401185113002);

(ii) **WILLEM JOHANNES MOMBORG** (identity number 5905105005008);

(iii) **ANDRE OOSTHUIZEN** (identity number 5603095107009);

(iv) **DEON GOUWS** (identity number 6101205037005); and

(v) **HENDRIK JOHANNES PRINSLOO** (identity number 4407165012009),

in respect of various acts related to the abduction, assault and killing of an unknown person and the destruction of his body, committed at or near Mamelodi and Piensaarsrivier during or about January to April 1986 ;

(n) on 28 March 2001 to -

(i) **JABULANI WISEMAN MZIMELA** (date of birth 28 December 1972), in respect

of all delicts and offences flowing from the incident related to the murders of **MR MAKHATHINI** and **MR MAPHUMULO** as well as the robbery of **MR MAPHUMULO**, the attempted murder of **MR JAMILE**, the unlawful possession of firearms and ammunition and the unlawful possession of a hand grenade; and

(iii) **MADALA ZAMOKWAKHE MNYANDU**, in respect of all delicts and offences flowing from the incidents related to the murders of **MR MAKHATHINI**, the murder and robbery of **MR MAPHUMULO**, and the unlawful possession of firearms and ammunition;

(o) on 29 March 2001 to -

(i) **NKOPANE DIAHO-MONAHENG** (date of birth 15 July 1967), in respect of -

(aa) the murder of **JOAO MANUAL JARDIM**, committed on or about 16 April 1994;

(bb) robbery with aggravating circumstances, committed at or near 14 Station Road, Randfontein on or about 16 April 1994;

- (cc) the arson attack on the Brundizi and Killarney Farms at or near Fouriesburg, committed on or about 14 August 1993, and on the Riverside Lodge at Ladybrand, committed on or about 16 September 1993;
- (dd) unlawful possession of firearms and ammunition, committed during all the aforementioned incidents; and
- (ee) contravention of the Explosives Act;

(iii) **VELAPHI SAZI FLAVIUS MSANE** (identity number 4708175632086) in respect of-

- (aa) sabotage of the Sasol Petrol installations;
- (bb) sabotage of the Natref Coal installations;
- (cc) contravention of the Explosives Act No. 26 of 1956; and
- (dd) attempted murder of MR ROBERT NTHEMBULUSENI, committed at or near Natref;
- (ee) attempted murder during the attempts to blast Secunda I and II, committed during June 1983, June 1984 and November 1985;
- (ff) contravention of the Explosives Act No. 26 of 1956 related to the attempted blast at Secunda II and III, committed during June 1983, June 1984 and November 1985;
- (gg) the murder of an unknown number of members of the South African Defence Force, committed during November 1985;
- (hh) an indeterminate number of attempted murders during the attack on the Defence Force base, committed at Ramatlabana during May 1989;
- (ii) contravention of the Explosives Act No. 26 of 1956 in regard to the attack on the base of Ramatlabana, committed during May 1989;
- (jj) sabotage of the defence force base at Ramatlabana, committed during May 1989; and
- (kk) contravention of the Arms and Ammunition Act No. 75 of 1969 and the Explosives Act No. 26 of 1956, committed during the period 1980 to 1989; and

(iiii) **WAYNE H SWANEPOEL** (identity number 670202511308), in respect of delicts related to and the murders of five unidentified persons fleeing from moving trains, committed in or near the Gauteng area during or about 1988; and

(p) on 29 March 2001 to -

- (i) **STEPHANUS ADRIAAN OOSTHUIZEN** (identity number 5603095107009);
- (ii) **DEON GOUWS** (identity number 6101205037005); and
- (iii) **LEKAUTU A MEDUPE** (identity number 470127555089),

in respect of -

- (aa) one count of arson;
- (bb) one count of malicious damage to property;
- (cc) unlawful possession of firearms and ammunition;
- (dd) contravention of the Explosives Act;
- (ee) attempted murder of an unidentified person; and
- (ff) all delicts and offences which flow, directly and indirectly, from this incident, committed at or near Tweefontein, Kwandebele during or about June 1986.

PROKLAMASIE

Kommissie vir Waarheid en Versoening:

Komitee oor Amnestie

No. R. 51, 2002

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 die Bevordering van Nasionale Eenheid en Versoening, 1995 (Wet No. 34 van 1995), soos volg verleen is:

(a) op 1 Maart 2001 aan-

- (i) **MICHAEL SEGWAPIRI MAFETE** (identiteitsnommer 6201255656082); en
- (ii) **PUTAMENG MOKGANYENG LAWRENCE MALAKA** (geboortedatum 12 Junie 1961),

ten opsigte van -

- (aa) die moord op **MPHAHLELE MONICA MAKUA, MALOPE MAPHANGA en DUDU MAPHANGA**; en
- (bb) brandstigting ten opsigte van die onroerende eiendom van **MOSES MAKUA**,

gepleeg op of omstreeks 11 April 1994 te of naby Ga Mantlhanyane Village, Nebo-distrik, Noordelike Provinsie;

(b) op 2 Maart 2001 aan -

- (i) **EUGENE ALEXANDER DE KOCK** (identiteitsnommer 4901295009000);
- (ii) **MARTINUS DAVID RAS JR** (identiteitsnommer 6201035019080); en
- (iii) **ADRIAAN DAVID BAKER** (identiteitsnommer 5408115024085),

ten opsigte van die doodmaak van 'n onbekende persoon en alle dae wat met die voorval verband hou, gepleeg teen die einde van 1989 of 1988 te of naby Matikeng;

(c) op 6 Maart 2001 aan **JOSIAS SEEMISE** (geboortedatum 16 Mei 1972), ten opsigte van

- (aa) die sameswering om leiers van die African National Congress te vermoor, gepleeg gedurende of omstreeks 1989 en 1992 te of naby Ermelo;

- (bb) die onregmatige besit van ongelisensieerde vuurwapens, ammunisie en handgranate, gepleeg gedurende of omstreeks 1990, 1991 en 1992 te of naby Ermelo; en
- (cc) enige misdryf wat verband hou met die onregmatige besit van vuurwapens, ammunisie en plofstowwe wat deur die getuënis onthul is;

(d) op 9 Maart 2001 aan-

- (i) **SALMON JOHANNES GERHARDUS DU PREEZ** (identiteitsnommer 5311295071001), ten opsigte van -

(aa) die ontvoering en onregmatige aanhouding van BLESSING NINELA, gepleeg in of omstreeks Junie 1998 by die verlate skietbaan te of naby Winklespruit, KwaZulu-Natal;

(bb) die doodmaak van BLESSING NINELA, gepleeg gedurende of omstreeks 1988 te of naby Bulwer, KwaZulu-Natal; en

(cc) enige ander misdryf, insluitende lykskending, wat regstreeks verband hou met die gemelde doodmaak en die wegdoening van die liggaam;

- (ii) **LAWRENCE GERALD WASSERMAN** (identiteitsnommer 5510265221005), ten opsigte van -

(aa) die ontvoering en onregmatige aanhouding van BLESSING NINELA, gepleeg in of omstreeks Junie 1998 by die verlate skietbaan te of naby Winklespruit, KwaZulu-Natal;

(bb) die doodmaak van BLESSING NINELA, gepleeg gedurende of omstreeks 1988 te of naby Bulwer, KwaZulu-Natal; en

(cc) enige ander misdryf, insluitende lykskending, wat regstreeks verband hou met die gemelde doodmaak en die wegdoening van die liggaam;

- (iii) **BERNADINE NKOSIVEZWE MWELASE** (identiteitsnommer 570730575085), ten opsigte van die ontvoering en onregmatige aanhouding van BLESSING NINELA, gepleeg in of omstreeks Junie 1998 by die verlate skietbaan te of naby Winklespruit, KwaZulu-Natal;

(e) on 9 Maart 2001 aan-

- (i) **PETRUS CASPARUS SNYDERS** (identiteitsnommer 58102955193004), ten opsigte van sameswering om lede van die African National Congress te vermoor, gepleeg gedurende of omstreeks 1989 in of naby Mosambiek; en

(ii) **MOHALE OSCAR MOTLOKWA** (identiteitsnommer 6305235794085), ten

opsigte van -

(aa) die moord op mnr. BHEKI NDLELA en mnr. ISAAC ZONDI, gepleeg op of omstreeks 11 November 1993;

(bb) die onregmatige besit van 'n vuurwapen in stryd met artikel 2, gelees met artikels 1, 39 en 40, van Wet 75 van 1969; en

(cc) die onregmatige besit van ammunisie in stryd met artikel 36, gelees met artikels 1, 39 en 40, van Wet 75 van 1969,

gepleeg gedurende of omstreeks November 1993;

(f) op 12 Maart 2001 aan-

(i) **NICHOLAS DOBO NTANZI** (geboortedatum 1 Januarie 1973); en

(ii) **NKOSINATHI NGWENYA** (geboortedatum 16 Desember 1965),

ten opsigte van die moord op mnr. MPHATHISENI THULANI NTANZI, gepleeg op of omstreeks 25 September 1993 te of naby Ezindophi naby die Eshowe-gebied;

(g) op 13 Maart 2001 aan-

(i) **ISAAC MHEKHOA MTHEMDENI SHANGE** (geboortedatum 15 Maart 1974);

(ii) **JABULANI TUNENE NCOKWANE** (geboortedatum 13 Januarie 1986); en

(iii) **JABULANI DODA CELE** (identiteitsnommer 740945912082),

ten opsigte van -

(aa) die moord op SIKHUMBUSO INNOCENT CELE;

(bb) die moord op THULANI PATRICK MLUMBI;

(cc) die moord op DINWABEMBONA MNYAKAMELWA GUMEDE;

(dd) die moord op DELANI RICHARD GCABA;

(ee) die moord op THEMINKOSI CHRISTOPHER MFAYELA;

(ff) die moord op BHEKINDULA ISAAC SHANGE;

(gg) die poging tot moord op VIVIAN JABULANI NTOMBELA;

(hh) die poging tot moord op HAMILTON GUMEDE;

(ii) die poging tot moord op DOUGLAS MAHAYIKO DUMA;

(jj) die poging tot moord op MANDLAKAYISE JUSTICE GUMEDE;

(kk) die poging tot moord op THULASIZWE CLEMENT KHUMALO;

(ll) die poging tot moord op PATRICK MSOMI;

(mm) die poging tot moord op MZIKANYISE ELPHORD LUTHULI;

(nn) die poging tot moord op BHEKISISA NDLOVU; en

- (oo) die onregmatige besit van wapens en plotstowwe in stryd met die Wet op Wapens en Ammunisie 75 van 1969, gepleeg op of omstreeks 27 April 1992 te of naby Mzimbaaza-gebied, Umkomas, KwaZulu-Natal;

(h) op 16 Maart 2001 aan -

- (i) **MTHEHELI ZEPHANIA MNCUBE** (identiteitsnommer 6005195810083), ten opsigte van -

- (aa) 'n ontlofting waarin 'n voertuig, registrasienommer KGD 621 T, beskadig is en wat gelei het tot die dood van mnr. EDWARD MELUBA en die besering van die bestuurder van die voertuig, mnr. ELIJAH MAKGAMATA, gepleeg op of omstreeks 26 November 1985 in die distrik Messina;
- (bb) 'n ontlofting waarin 'n Toyota-bakkie, registrasienommer KMN 580 T, beskadig is en die doodmaak van 'n hond wat aan 'n mnr. GERT DE VILLIERS behoort het, gepleeg op of omstreeks 26 November 1985 te of naby Messina;

- (cc) 'n ontlofting wat 'n trekker, registrasienommer TD2860, beskadig het en wat tot die dood van mnr. GLABI PHILEMON NCUBE gelei het, gepleeg op of omstreeks 24 November 1985 in die distrik Messina;
- (dd) 'n ontlofting op die plaas Bergen-op-Zoom waarby 'n militêre voertuig, registrasienommer R23654, betrokke was en waarin twee insittendes beseer is, gepleeg op of omstreeks 27 November 1985 te of naby Messina;

- (ee) 'n ontlofting op die plaas Overlakte waarby 'n Casspir-voertuig, registrasienommer BDL 706B, betrokke was en waarin KONSTABEL PHILEMON MOTUANG beseer is, gepleeg op of omstreeks 27 November 1985 in die distrik Messina;

- (ff) 'n ontlofting op die plaas Bergen-op-Zoom waarby 'n militêre voertuig, registrasienommer R9547, betrokke was en waarin ene mnr. FOURIE en mnr. PIET MAPOTLE beseer is, gepleeg op of omstreeks 12 Desember 1985 in die distrik Messina;

- (gg) 'n ontlofting waarin ses insittendes van 'n Nissan-bakkie, registrasienommer KTR 675 T, gedood en vyf beseer is (al die insittendes was lede van die DE NYSSCHEN en/of VAN ECK familie), gepleeg op of omstreeks 15 Desember 1985 te of naby Messina;

(hh) 'n ontlofting op die plaas Overlakte waarin 'n voertuig, registrasienommer KDL 571 T, betrokke was en waarin mnr. WILLEM DU PLESSIS JANSE VAN RENSBURG beseer is, gepleeg op of omstreeks 12 Desember 1986 te of naby Messina; en die moord op THEUNIS JOHANNES GERBER en JOACHIM MARTINUS NEL, gepleeg op of omstreeks 26 Desember 1986 te of naby Messina;

(ii) **MZONDELELI EUCLID NONDULA** (identiteitsnommer 6305195847089), ten opsigte van -

(aa) 'n ontlofting waarin 'n voertuig, registrasienommer KGD 621 T, beskadig is en wat gelei het tot die dood van mnr. EDWARD MELUBA en die besering van die bestuurder van die voertuig, mnr. ELIJAH MAKGAMATA, gepleeg op of omstreeks 26 November 1985 in die distrik Messina;

(bb) 'n ontlofting waarin 'n Toyota-bakkie, registrasienommer KMN 580T, beskadig is en die doodmaak van 'n hond wat aan 'n mnr. GERT DE VILLIERS behoort het, gepleeg op of omstreeks 26 November 1985 te of naby Messina;

(cc) 'n ontlofting wat 'n trekker, registrasienommer TD2860, beskadig het en wat tot die dood van mnr. GLABI PHILEMON NCUBE gelei het, gepleeg op of omstreeks 24 November 1985 in die distrik Messina;

(dd) 'n ontlofting op die plaas Bergen-op-Zoom waarby 'n militêre voertuig, registrasienommer R23654, betrokke was en waarin twee insittendes beseer is, gepleeg op of omstreeks 27 November 1985 te of naby Messina;

(ee) 'n ontlofting op die plaas Overlakte waarby 'n Casspir-voertuig, registrasienommer BDL 706B, betrokke was en waarin KONSTABEL PHILEMON MOTAUNG beseer is, gepleeg op of omstreeks 27 November 1985 in die distrik Messina;

(ff) 'n ontlofting op die plaas Bergen-op-Zoom waarby 'n militêre voertuig, registrasienommer R9547, betrokke was en waarin ene mnr. FOURIE en mnr. PIET MAPOTLE beseer is, gepleeg op of omstreeks 12 Desember 1985 in die distrik Messina;

(gg) 'n ontlofting waarin ses insittendes van 'n Nissan-bakkie, registrasienommer KTR 675 T, gedood en vyf beseer is (al die insittendes was lede van die DE NYSSCHEN en/of VAN ECK familie), gepleeg op of omstreeks 15 Desember 1985 te of naby Messina; en

(hh) 'n ontplofing op die plaas Overlakte waarin 'n voertuig, registrasienommer KDL 571 T, betrokke was en waarin mnr. WILLEM DU PLESSIS JANSE VAN RENSBURG beseer is, gpleeg op of omstreeks 12 Desember 1986 te of naby Messina;

(iii) **JABULANI SYDNEY MBULI** (identiteitsnommer 6311106087088), ten opsigte van -

(aa) 'n ontplofing waarin 'n voertuig, registrasienommer KGD 621T, beskadig is en wat gelei het tot die dood van mnr. EDWARD MELUBA en die besering van die bestuurder van die voertuig, mnr. ELIJAH MAKGAMATA, gpleeg op of omstreeks 26 November 1985 in die distrik Messina;

(bb) 'n ontplofing waarin 'n Toyota-bakkie, registrasienommer KMN 580T, beskadig is en die doodmaak van 'n hond wat aan 'n mnr. GERT DE VILLIERS behoort het, gpleeg op of omstreeks 26 November 1985 te of naby Messina;

(cc) 'n ontplofing wat 'n trekker, registrasienommer TD2860, beskadig het en wat tot die dood van mnr. GLABI PHILEMON NCUBE gelei het, gpleeg op of omstreeks 24 November 1985 in die distrik Messina;

(dd) 'n ontplofing op die plaas Bergen-op-Zoom waarby 'n militêre voertuig, registrasienommer R23654, betrokke was en waarin twee insittendes beseer is, gpleeg op of omstreeks 27 November 1985 te of naby Messina;

(ee) 'n ontplofing op die plaas Overlakte waarby 'n Casspir-voertuig, registrasienommer BDL 706B, betrokke was en waarin KONSTABEL PHILEMON MOTUUNG beseer is, gpleeg op of omstreeks 27 November 1985 in die distrik Messina;

(ff) 'n ontplofing op die plaas Bergen-op-Zoom waarby 'n militêre voertuig, registrasienommer R9547, betrokke was en waarin ene mnr. FOURIE en mnr. PIET MAPOTLE beseer is, gpleeg op of omstreeks 12 Desember 1985 in die distrik Messina;

(gg) 'n ontplofing waarin ses insittendes van 'n Nissan-bakkie, registrasienommer KTR 675 T, gedood en vyf beseer is (al die insittendes was lede van die DE NYSSCHEN en/of VAN ECK familie), gpleeg op of omstreeks 15 Desember 1985 te of naby Messina; en

(hh) 'n ontplofing op die plaas Overlakte waarin 'n voertuig, registrasienommer KDL 571 T, betrokke was en waarin mnr. WILLEM DU PLESSIS JANSE VAN RENSBURG beseer is, gpleeg op of omstreeks 12 Desember 1986 te of naby Messina;

- (i) op 16 Maart 2001 aan -
- (i) **EUGENE DE KOCK** (identiteitsnommer 4901295009000);
- (ii) **IZAK DANIEL BOSCH** (identiteitsnommer 590618500006);
- (iii) **FEDERIK JOHANNES PIENAAR** (identiteitsnommer 4605205040001);
- (iv) **EUGENE FOURIE** (identiteitsnommer 5906175019085);
- (v) **JOHANNES KOOLE** (identiteitsnommer 4310105471089);
- (vi) **SCHALK JAN VISSER** (identiteitsnommer 3901125012084);
- (vii) **PAUL JACOBUS VAN DYK** (identiteitsnommer 4703045009086); en
- (viii) **CHRISTO PETRO DEETLEFS** (identiteitsnommer 4801085012000);
- ten opsigte van enige misdryf of delik wat voortspruit of regsreeks verband hou met die ontvoering en daaropvolgende onreëlmatige aanhouding van GLORY SEDIBE, gepleeg gedurende of omstreeks 1986;
- (i) op 20 Maart 2001 aan-
- (i) **EUGENE ALEXANDER DE KOCK** (identiteitsnommer 4901295009000), ten opsigte van -
- (aa) die voorsiening van wapens vir die gepoogde staatsgreep, gepleeg gedurende of omstreeks Maart en November 1990 te of naby Transkei; sameswering om lede van die Transkeise Weermag te vermoor;
- (bb) enige oortreding ingevolge die bepaling van die Wet op Wapens en Ammunisie 75 van 1969;
- (dd) enige oortreding ingevolge die Wet op Ontplofbare Stowwe 26 van 1956; enige misdryf of delik wat voortspruit uit die voorsiening van die bogemelde items; en
- (ff) die feit dat hy Anton Niewoudt van wapens voorsien het ter voorbereiding vir die gepoogde staatsgreep, gepleeg gedurende Februarie/Maart 1991 te of naby Transkei;
- (ii) **WILLEM ALBERTUS NORTJE** (identiteitsnommer 5602015035080) ten opsigte van -
- (aa) die voorsiening van wapens vir die gepoogde staatsgreep, gepleeg gedurende of omstreeks Maart en November 1990 te of naby Transkei; sameswering om lede van die Transkeise Weermag te vermoor;
- (bb) enige oortreding ingevolge die bepaling van die Wet op Wapens en Ammunisie 75 van 1969;
- (cc) enige oortreding ingevolge die Wet op Ontplofbare Stowwe 26 van 1956; enige oortreding ingevolge die Wet op Ontplofbare Stowwe 26 van 1956; en

(ee) enige misdryf of delik wat voortspruit uit die voorsiening van die
 bogemelde items;

(iii) **MARTINUS DAVID RAS** (identiteitsnommer 6201035019080) ten opsigte van

(aa) die voorsiening van wapens vir die gepoogde staatsgreep, gepleeg
 gedurende of omstreeks Maart en November 1990 te of naby Transkei;
 (bb) sameswering om lede van die Transkeise Weermag te vermoor;
 (cc) enige oortreding ingevolge die bepalings van die Wet op Wapens en
 Ammunisie 75 van 1969;

(dd) enige oortreding ingevolge die Wet op Ontplofbare Stowwe 26 van 1956;
 (ee) enige misdryf of delik wat voortspruit uit die voorsiening van die
 bogemelde items;

(ff) die sameswering om BANTUBONKE HOLOMISA te vermoor, gepleeg
 gedurende of omstreeks 1990; en
 (gg) die feit dat hy medeplegtig was aan die gepoogde staatsgreep in
 Transkei;

(iv) **DANIEL LIONEL SNYMAN** (identiteitsnommer 5209215002082) ten opsigte van

(aa) die voorsiening van wapens vir die gepoogde staatsgreep, gepleeg
 gedurende of omstreeks Maart en November 1990 te of naby Transkei;
 (bb) sameswering om lede van die Transkeise Weermag te vermoor;
 (cc) enige oortreding ingevolge die bepalings van die Wet op Wapens en
 Ammunisie 75 van 1969;

(dd) enige oortreding ingevolge die Wet op Ontplofbare Stowwe 26 van 1956;
 en
 (ee) enige misdryf of delik wat voortspruit uit die voorsiening van die
 bogemelde items;

(v) **NICOLAAS JOHANNES VERMEULEN** (identiteitsnommer 4612205020082),
 ten opsigte van -

(aa) die voorsiening van wapens vir die gepoogde staatsgreep, gepleeg
 gedurende of omstreeks Maart en November 1990 te of naby Transkei;
 (bb) sameswering om lede van die Transkeise Weermag te vermoor;
 (cc) enige oortreding ingevolge die bepalings van die Wet op Wapens en
 Ammunisie 75 van 1969;

(dd) enige oortreding ingevolge die Wet op Ontplofbare Stowwe 26 van 1956;

en
(ee) enige misdryf of delik wat voortspruit uit die voorsiening van die
bogemelde items;

- (k) op 23 Maart 2001 aan-
- (i) **BOMANE A CHIVA** (identiteitsnommer 6205195525083);
 - (ii) **NJABULO W CHILI** (identiteitsnommer 6512256081082);
 - (iii) **BEKANI R NZUZA**; en
 - (iv) **MZOKHONA E NZUZA** (geboortedatum 15 Januarie 1972),
ten opsigte van die moord op MKHULISENI PHINEOS NGCOBO, gepleeg op of
omstreeks 7 Januarie 1993 te of naby Maphaphethweni in die distrik Indanda, KwaZulu-
Natal;

- (l) op 27 Maart 2001 aan -
- (i) **WILLEM PETRUS LOUW** (identiteitsnommer 4708195001007), ten opsigte van
sy deelname aan en betrokkenheid by die vervaardiging van 'n manuskripbom,
gepleeg gedurende of omstreeks die tydperk 1985 - 1987;

- (iii) **MZIKAYE POTYE** (identiteitsnommer 6910235529082), ten opsigte van die
ontvoering van MONDE NONDUMO, gepleeg gedurende of omstreeks 1990 te
of naby Mangwani;

- (iii) **HENDRIK JOHANNES PETRUS BOTHA** (identiteitsnommer 5301025042083),
ten opsigte van -
- (aa) alle dae, versuime en misdrywe wat voortspruit uit of regstreeks
verband hou met die moord op CHARLES NDABA en MBUSO
SHABALALA, gepleeg op of omstreeks 12 Julie 1990 te of naby die
Tugelariviermond, KwaZulu-Natal; en
 - (bb) inbraak met die oogmerk om te steel en die diefstal van dokumentasie
en toerusting by twee ANC huise van veiligheid, gepleeg op of
omstreeks 7 Julie 1990 te of naby Durban;

- (iv) **SALMON JOHANNES GERHARDUS DU PREEZ** (identiteitsnommer 5311295071001), ten opsigte van -
- (aa) alle dade, versuime en misdrywe wat voortspruit uit of regstreeks verband hou met die moord op CHARLES NDABA en MBUSO SHABALALA, gepleeg op of omstreeks 12 Julie 1990 te of naby die Tugelativiermond, KwaZulu-Natal; en
- (bb) inbraak met die oogmerk om te steel en die diefstal van dokumentasie en toerusting by twee ANC huise van veiligheid, gepleeg op of omstreeks 7 Julie 1990 te of naby Durban;

- (v) **LAURENCE GERALD WASSERMAN** (identiteitsnommer 5510265221005), ten opsigte van alle dade, versuime en misdrywe wat voortspruit uit of regstreeks verband hou met die moord op CHARLES NDABA en MBUSO SHABALALA, gepleeg op of omstreeks 12 Julie 1990 te of naby die Tugelativiermond, KwaZulu-Natal;

- (vi) **JOHANNES ALBERTUS STEYN** (identiteitsnommer 3909305045089), ten opsigte van alle dade, versuime en misdrywe wat voortspruit uit of regstreeks verband hou met die moord op CHARLES NDABA en MBUSO SHABALALA, gepleeg op of omstreeks 12 Julie 1990 te of naby die Tugelativiermond, KwaZulu-Natal; en

- (vii) **CASPER ADRIAAN VAN DER WESTHUIZEN** (identiteitsnommer 6106105012081), ten opsigte van alle dade, versuime en misdrywe wat voortspruit uit of regstreeks verband hou met die moord op CHARLES NDABA en MBUSO SHABALALA, gepleeg op of omstreeks 12 Julie 1990 te of naby die Tugelativiermond, KwaZulu-Natal;

- (m) op 28 Maart 2001 aan -
- (i) **ERIC GOOSEN** (identiteitsnommer 6401185113002);
- (ii) **WILLEM JOHANNES MOMBERG** (identiteitsnommer 5905105005008);
- (iii) **ANDRE OOSTHUIZEN** (identiteitsnommer 5603095107009);
- (iv) **DEON GOUWS** (identiteitsnommer 6101205037005); en
- (v) **HENDRIK JOHANNES PRINSLOO** (identiteitsnommer 4407165012009),

ten opsigte van verskeie dade wat verband hou met die ontvoering, aanranding en doodmaak van 'n onbekende persoon en die vernietiging van sy liggaamlike oorskot, gepleeg gedurende of omstreeks Januarie to April 1986 te of naby Mamelodi en Piensaarsrivier;

- (n) op 28 Maart 2001 aan -
- (i) **JABULANI WISEMAN MZIMELA** (geboortedatum 28 Desember 1972), ten opsigte van alle delikte en misdrywe wat voortspruit uit die voorval wat verband hou met die moord op mnr. MAKHATHINI en mnr. MAPHUMULO, asook die roof van mnr. MAPHUMULO, die poging tot moord op mnr. JAMILE, die onregmatige besit van vuurwapens en ammunisie en die onregmatige besit van 'n handgranaat; en
- (ii) **MADALA ZAMOKWAKHE MNYANDU**, ten opsigte van alle delikte en misdrywe wat voortspruit uit die voorvalle wat verband hou met die moord op mnr. MAKHATHINI, die moord op en roof van mnr. MAPHUMULO, en die onregmatige besit van vuurwapens en ammunisie;
- (o) op 29 Maart 2001 aan -
- (i) **NKOPANE DIAHO-MONAHENG** (geboortedatum 15 Julie 1967), ten opsigte van -
- (aa) die moord op JOAO MANUAL JARDIM, gepleeg op of omstreeks 16 April 1994;
- (bb) roof met verswarende omstandighede, gepleeg op of omstreeks 16 April 1994 te of naby Stationsstraat 14, Randfontein;
- (cc) die brandstigtingsaanval op die plase Brundzi en Killarney te of naby Fouriesburg, gepleeg op of omstreeks 14 Augustus 1993, en op die Riverside Lodge te Ladybrand, gepleeg op of omstreeks 16 September 1993;
- (dd) onregmatige besit van vuurwapens en ammunisie, gepleeg gedurende al die voormelde voorvalle; en
- (ee) oortreding van die Wet op Ontplofbare Stowwe;
- (ii) **VELAPHI SAZI FLAVIUS MSANE** (identiteitsnommer 4708175632086) ten opsigte van -
- (aa) sabotasie van die Sasol-petrolinstallasies;
- (bb) sabotasie van die Natref-steenkoolinstallasies;
- (cc) oortreding van die Wet op Ontplofbare Stowwe No. 26 van 1956; en
- (dd) poging tot moord op mnr. ROBERT NTHSEMBULUSENI,
- (ee) gepleeg te of naby Natref;
- (ee) poging tot moord gedurende die pogings om Secunda I en II op te blaas, gepleeg gedurende Junie 1983, Junie 1984 en November 1985;

- (ff) oortreding van die Wet op Ontploffbare Stowwe No. 26 van 1956, in verband met die poging om Secunda II en III op te blaas, gepleeg gedurende Junie 1983, Junie 1984 en November 1985;
- (gg) die moord op 'n onbekende aantal lede van die Suid-Afrikaanse Weermag, gepleeg gedurende November 1985;
- (hh) 'n onbekende aantal pogings tot moord gedurende die aanval op die Weermagbasis, gepleeg te Ramatlabana gedurende Mei 1989;
- (ii) oortreding van die Wet op Ontploffbare Stowwe No. 26 van 1956 met betrekking tot die aanval op die basis te Ramatlabana, gepleeg gedurende Mei 1989;
- (jj) sabotasie van die weermagbasis te Ramatlabana, gepleeg gedurende Mei 1989; en
- (kk) oortreding van die Wet op Wapens en Ammunisie No. 75 van 1969 en die Wet op Ontploffbare Stowwe No. 26 van 1956, gepleeg gedurende die tydperk 1980 tot 1989; en
- (lll) **WAYNE H SWANEPOEL** (identiteitsnommer 670202511308), ten opsigte van delikte wat verband hou met en die moord op vyf ongeïdentifiseerde persone wat uit bewegende treine uitggooi is, gepleeg gedurende of omstreeks 1988 in of naby die Gauteng-gebied; en
- (p) op 29 Maart 2001 aan -
- (i) **STEPHANUS ADRIAAN OOSTHUIZEN** (identiteitsnommer 5603095107009);
- (ii) **DEON GOUWS** (identiteitsnommer 6101205037005); en
- (lll) **LEKAUTU A MEDUPE** (identiteitsnommer 470127555089), ten opsigte van -
- (aa) een aanklag van brandstigting;
- (bb) een aanklag van kwaadwillige beskadiging van eiendom;
- (cc) onregmatige besit van vuurwapens en ammunisie;
- (dd) oortreding van die Wet op Ontploffbare Stowwe;
- (ee) poging tot moord op 'n ongeïdentifiseerde persoon; en
- (ff) alle delikte en misdrywe wat regstreeks en onregstreeks uit hierdie voorval voortspuit, gepleeg gedurende of omstreeks Junie 1986 te of naby Tweefontein, Kwandebele.

PROCLAMATION

*Truth and Reconciliation Commission:
Committee on Amnesty*

No. R. 52, 2002

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 -

(a) on 10 October 2000 to -

- (i) **KIMPANI PETER MOGAI** (identity number 4805215560088), in respect of-
(aa) the assault with the intent to do grievous bodily harm of **JEROME JOSEPH MAAKE**, committed at or near Tzaneen on or about 13 September 1982;
(bb) perjury in an attempt to defeat the ends of justice in the criminal trial resulting from the above assault;
(cc) any other offence or delict directly linked to the above assault and flowing therefrom; and
(dd) any offence or delict linked to and flowing from the kidnapping, detention and interrogation of **SELBY MAVUSO**, also known as **MK BAB**, committed at or near Zeerust during or about 1981; and

- (ii) **KOBUS KLOPPER** (identity number 6612095169088), in respect of any offence or delict flowing from, and directly linked to, the arrest, detention and prosecution of **MZWAKHE MBULLI** and his wife, **MRS NOMSA MBULLI**, in connection with the so-called illegal possession of firearms and/or explosives, committed at or near 4437 Pimville on or about 17 March 1989;

- (b) on 11 October 2000 to -
- (i) **PAUL RAMOSETLHA RAMMUSI** (identity number 6210225857084) in respect of-
- (aa) all offences and delicts flowing from or directly associated with a shoot-out with the police, committed at or near Springs during or about 1987; and
- (bb) all offences and delicts flowing from or directly associated with a hand grenade attack on the house of a policeman, one SEALOGO, committed at or near KwaThema, Springs during or about 1987;
- (ii) **THEMBINKOSI HENGGE** (identity number 7504115584082), in respect of all offences connected with or flowing from an armed attack on a Translux Bus, committed at or near the Gamka River Bridge, Beaufort West on or about 27 August 1993;
- (iii) **SGUBHU ABEL DUBE** (identity number 5206265398089), in respect of the illegal possession of an AK-47 and a 9 mm luger pistol and ammunition, committed at or near Saambou Bridge, district of Pietersburg during or about April 1982;
- (iv) **FERNANDO BRAIN NDHLOVU** (identity number 6508235396088), in respect of-
- (aa) the handgrenade attack on the house of MANTOHANA HERBERT MATJOKANA, committed at house number 261, Emkanti Section, Tembisa, Gauteng during or about 1985; and
- (bb) all offences and delicts directly associated with or flowing from the attack; and
- (v) **MPADI JOHANNES LEDWABA** (identity number 6805125354080), in respect of the offence of public violence, committed at or near Mogopong Township, Naboomspruit on or about 14 April 1993;
- (c) on 13 October 2000 to-
- (i) **ENOCH MSEBENZI NHLAPO** (identity number 6307215357081); and
- (ii) **JOSEPH HLAHANE** (identity number 6003315333085), in respect of the unlawful possession of petrol bombs, committed at or near Ratanda in the district of Heidelberg on or about 7 October 1992; and

- (iii) **ANDILE ARMSTRONG MNTU** (date of birth 19 July 1969), in respect of-
- (aa) public violence, committed at or near Whittlesea, Zweilitshe during or about April 1993; and
- (bb) malicious damage to property, committed at or near Whittlesea during or about April 1993;

(d) on 16 October 2000 to-

- (i) **WILLEM JOHANNES COETZEE** (identity number 5204095090000);
- (ii) **LODEWYK DE JAGER** (identity number 4701285033006);
- (iii) **ANTON PRETORIUS** (identity number 5804075046086); and
- (iv) **IGNATIUS COETZEE** (identity number 3902285027003),
- in respect of the arson attack on the Administrative Offices of Soyco, committed at or near the Ipelegeng Community Centre, Soweto during or about 1986 or 1987; and

- (v) **MBONGO PETER FICHLI** (identity number 68041015325082), in respect of-
- (aa) the illegal possession of an AK-47, committed at or near Sebokeng during or about December 1984; and
- (bb) public violence, committed at or near Sebokeng during or about 1984;

(e) on 17 October 2000 to-

- (i) **MFANELO DAN MATSHAYA** (identity number 62022225100086);
- (ii) **PUMLANI KUBUKELI** (identity number 6609285920080);
- (iii) **LUPANDA NTIKINCA** (identity number 7309285937080);
- (iv) **MLUNGISI NYEMBEZI** (identity number 68082225495084);
- (v) **SOLOMZI THEOPHILUS NOMATSHIZOLO** (identity number 7106016037085); and
- (vi) **LUZUKI SYDNEY MPIYAKHE** (identity number 8211245363086),

in respect of transgressions of Act 54 of 1982 during attacks on the police barracks at Kokstad and on the Kokstad and Maclear Police Stations, committed during or about 1990;

- (f) on 20 October 2000 to **LENNY BOLO** (identity number 7207055669083), in respect of arson of a school building, committed at or near Kei Road Location, Kei Road on or about 17 August 1992;

- (g) on 25 October 2000 to-
- (i) **JOHANNES MUDIMU** (identity number 5403065847080), in respect of-
- (aa) infiltrating weapons of war into the country; and
- (bb) assisting trained Mk cadres in entering the country illegally, committed during or about the period 1986 to 1989; and
- (iii) **NORMAN YENGEMI** (identity number 5810015647081), in respect of
- (aa) leaving the country without a passport;
- (bb) undergoing military training;
- (cc) entering the country illegally; and
- (dd) attempting to sabotage the Caltex Depot,
- committed in or near the Cape Province during or about 1980;
- (h) on 27 October 2000 to **KABELO CAGNEY LENGANE** (identity number 6207235905085), in respect of all offences and delicts arising from his participation in the detention and/or interrogation of-
- (i) **EDWIN VUYANI NKOMO**;
- (ii) **MBULELO ESAU MABENA**;
- (iii) **MSILANE RONEL SISHANGE**;
- (iv) **OSCAR AMOS MHLANGENI**;
- (v) **SIMON MORRIS**; and
- (vi) **SEKANO AVONLY-KGASI**,
- committed at or near Orlando East, Orlando West and Chiawelo in Soweto on or about 1 August 1986; and
- (i) on 30 October 2000 to-
- (i) **ROBERT LUCKY SIBEKO** (identity number 7511245625081), in respect of the unlawful possession of petrol bombs in contravention of section 28(1), read with sections 1, 27(1)(c) and 28(2), of Act 26 of 1956, committed at or near Ratananda in the district of Heidelberg on or about 7 October 1992;
- (iii) **MBULELO DAVID YELANE**, in respect of public violence, committed at or near Phatsima, Rustenburg on or about 8 August 1993;

(ii) **TSHEDISO PETRUS MSHIWA** (identity number 7108275626087), in respect of the unlawful possession of arms and ammunition, committed at or near Sharpeville, Gauteng on or about 19 November 1992; and

(iv) **ROBERT ZAMZOLO NOGUMELA** (identity number 5608015673085), in respect of-
 (aa) the unlawful possession of arms and ammunition, committed in or near the district of East London during or about October 1990;
 (bb) any offence directly associated with or flowing from the supply of unlawful arms and ammunition to an MK unit, committed in or near Ciskei during or about 1992;
 (cc) any offence directly associated with or flowing from the supply of unlawful arms and ammunition to the Natal Region of the ANC, committed during or about 1993; and
 (dd) the unlawful possession of arms and ammunition, committed at or near Qumbu during or about 1993.

PROKLAMASIE***Kommissie vir Waarheid en Versoening:******Komitee oor Amnestie*****No. R. 52, 2002****NASIONALE EENHEID EN VERSOENING, 1995****(WET NO. 34 VAN 1995)**

Kennis word hiermee gegee dat amnestie kragtens artikel 20(1) van die Wet op die Bevordering van Nasionale Eenheid en Versoening, 1995 (Wet No. 34 van 1995), soos volg verleen is:

(a) op 10 Oktober 2000 aan-

(i) **KIMPANI PETER MOGAI** (identiteitsnommer 4805215560088), ten opsigte van-

(aa) die aanranding met die opset om ernstig te beseer van JEROME

JOSEPH MAAKE, gepleeg op of omstreeks 13 September 1982 te of

naby Tzaneen;

(bb) meened in 'n poging tot regsverdeling in die verhoor wat uit die

bogemelde aanranding gespruit het;

(cc) enige ander misdryf of delik wat regstreeks verband hou met en

voortspruit uit die bogemelde aanranding; en

(dd) enige misdryf of delik wat verband hou met en wat voortspruit uit die

ontvoering, aanhouding en ondervraging van SELBY MAVUSO, ook

bekend as MK BAB, gepleeg gedurende of omstreeks 1981 te of naby

Zeerust; en

(iii)

KOBUS KLOPPER (identiteitsnommer 6612095169088), ten opsigte van enige

misdryf of delik wat voortspruit uit, en wat regstreeks verband hou met, die

arrestasie, aanhouding en vervolging van MZWAKHE MBULI en sy vrou mev.

NOMSA MBULI, in verband met die sogenaamde onwettige besit van

vuurwapens en/of plotstowwe, gepleeg op of omstreeks 17 Maart 1989 te of

naby Pimville 4437;

(b) op 11 Oktober 2000 aan-
(i) **PAUL RAMOSETLHA RAMMUSI** (identiteitsnommer 6210225857084) ten opsigte van-

(aa) alle misdrywe en delikte wat voortspruit uit of regstreeks verband hou met 'n skietgeveg met die polisie, gepleeg gedurende of omstreeks 1987 te of naby Springs; en
(bb) alle misdrywe en delikte wat voortspruit uit of regstreeks verband hou met 'n handgranaataanval op die huis van 'n polisie-man, ene SEALOGO, gepleeg gedurende of omstreeks 1987 te of naby KwaThema, Springs;

(ii) **THEMBINKOSI HENGGE** (identiteitsnommer 7504115584082), ten opsigte van alle misdrywe wat verband hou met of wat voortspruit uit 'n gewapende aanval op 'n Translux-bus, gepleeg op of omstreeks 27 Augustus 1993 te of naby die Gamkarivierbrug, Beaufort West;

(iii) **SGUBHU ABEL DUBE** (identiteitsnommer 5206265398089), ten opsigte van die onwettige besit van 'n AK-47 and a 9 mm luger-pistool and ammunisie, gepleeg gedurende of omstreeks April 1982 te of naby Saambou-brug, distrik Pietersburg;

(iv) **FERNANDO BRAIN NDHLOVU** (identiteitsnommer 6508235396088), ten opsigte van-
(aa) die handgranaataanval op die huis van MANTOHANA HERBERT MATJOKANA, gepleeg gedurende of omstreeks 1985 by huisnommer 261, Emkanti Section, Tembisa, Gauteng; en
(bb) alle misdrywe en delikte wat regstreeks verband hou met of wat voortspruit uit die aanval; en

(v) **MPADI JOHANNES LEDWABA** (identiteitsnommer 6805125354080), ten opsigte van die misdryf openbare geweld, gepleeg op of omstreeks 14 April 1993 te of naby Mogopong Township, Naboomspruit;

(c) op 13 Oktober 2000 aan-
(i) **ENOCH MSEBENZI NHLAPO** (identiteitsnommer 6307215357081); en
(ii) **JOSEPH HLAHANE** (identiteitsnommer 6003315333085), ten opsigte van die onreëlmatige besit van petrolbomme, gepleeg op of omstreeks 7 Oktober 1992 te of naby Ratanda in die distrik Heidelberg; en

- (iii) **ANDILE ARMSTRONG MNTU** (geboortedatum 19 Julie 1969), ten opsigte van-
 (aa) openbare geweld, gepleeg gedurende of omstreeks April 1993 te of naby
 Whittlesea, Zwellitssha; en
 (bb) kwaadwillige beskadiging van eiendom, gepleeg gedurende of
 omstreeks April 1993 te of naby Whittlesea;

- (d) op 16 Oktober 2000 aan-
 (i) **WILLEM JOHANNES COETZEE** (identiteitsnommer 5204095090000);
 (ii) **LODEWYK DE JAGER** (identiteitsnommer 4701285033006);
 (iii) **ANTON PRETORIUS** (identiteitsnommer 5804075046086); en
 (iv) **IGNATIUS COETZEE** (identiteitsnommer 3902285027003),
 ten opsigte van die brandstigtingssaanval op die Administratiewe Kantore van Soyco,
 gepleeg gedurende of omstreeks 1986 of 1987 te of naby the Ipelegeng
 Gemeenskapsentrum, Soweto; en

- (v) **MBONGO PETER FIHLI** (identiteitsnommer 68041015325082), ten opsigte van-
 (aa) die onwettige besit van 'n AK-47, gepleeg gedurende of omstreeks
 Desember 1984 te of naby Sebokeng; en
 (bb) openbare geweld, gepleeg gedurende of omstreeks 1984 te of naby
 Sebokeng;

- (e) op 17 Oktober 2000 aan-
 (i) **MFANELO DAN MATSHAYA** (identiteitsnommer 6202225100086);
 (ii) **PUMLANI KUBUKELI** (identiteitsnommer 6609285920080);
 (iii) **LUPANDA NTIKINCA** (identiteitsnommer 7309285937080);
 (iv) **MLUNGISI NYEMBEZI** (identiteitsnommer 6808225495084);
 (v) **SOLOMZI THEOPHILUS NOMATSHIZOLO** (identiteitsnommer
 7106016037085); en
 (vi) **LUZUKI SYDNEY MPIYAKHE** (identiteitsnommer 8211245363086),
 ten opsigte van oortredings van Wet 54 van 1982 gedurende die aanvalle op die
 polisiebarakke te Kokstad en op die Kokstad en Maclear-Polisieskasies, gepleeg
 gedurende of omstreeks 1990;

(f) op 20 Oktober 2000 aan **LENNY BOLO** (identiteitsnommer 7207055669083), ten opsigte van brandstygting by 'n skoolgebou, gepleeg op of omstreeks 17 Augustus 1992 te of naby Kei Road Location, Kei Road;

(g) op 25 Oktober 2000 aan-
(i) **JOHANNES MUDIMU** (identiteitsnommer 5403065847080), ten opsigte van-
(aa) infiltrering van oorlogwapens in die land in; en
(bb) die verlening van hulp aan opgeleide MK-kaders om die land onwettig binne te kom, gepleeg gedurende of omstreeks die tydperk 1986 tot 1989; en
(ii) **NORMAN YENGEMI** (identiteitsnommer 5810015647081), ten opsigte van
(aa) verlating van die land sonder 'n paspoort;
(bb) die ondergaan van militêre opleiding;
(cc) onwettige binnekom van die land; en
(dd) 'n poging om 'n Caltex Depot te saboteer, gepleeg gedurende of omstreeks 1980 in of naby die Kaapprovinsie;

(h) op 27 Oktober 2000 aan **KABELO CAGNEY LENGANE** (identiteitsnommer 6207235905085), ten opsigte van alle misdrywe en delikte wat voortspruit uit sy deelname aan die aanhouding en/of ondervraging van -
(i) **EDWIN VUYANI NKOMO**;
(ii) **MBULELO ESAU MABENA**;
(iii) **MSILANE RONEL SISHANGE**;
(iv) **OSCAR AMOS MHLANGENI**;
(v) **SIMON MORRIS**; and
(vi) **SEKANO AVONLY-KGASI**,
gepleeg op of omstreeks 1 Augustus 1986 te of naby Orlando East, Orlando West en Chiawelo in Soweto; en

(i) op 30 Oktober 2000 aan-
(i) **ROBERT LUCKY SIBEKO** (identiteitsnommer 7511245625081), ten opsigte van die onregmatige besit van petrolbomme in stryd met artikel 28(1), gelees met artikels 1, 27(1)(c) en 28(2), van Wet 26 van 1956, gepleeg op of omstreeks 7 Oktober 1992 te of naby Ratanda in die distrik Heidelberg;

- (ii) **MBULELO DAVID YELANE**, ten opsigte van openbare geweld, gepleeg op of omstreeks 8 Augustus 1993 te of naby Phatima, Rustenburg;
- (iii) **TSHEDISO PETRUS MSHWA** (identiteitsnommer 7108275626087), ten opsigte van die onregmatige besit van wapens en ammunisie, gepleeg op of omstreeks 19 November 1992 te of naby Sharpeville, Gauteng; en
- (iv) **ROBERT ZAMZOLO NOGUMELA** (identiteitsnommer 5608015673085), ten opsigte van-
- (aa) die onregmatige besit van wapens en ammunisie, gepleeg gedurende of omstreeks Oktober 1990 in of naby die distrik Oos-London;
- (bb) enige misdryf wat regstreeks verband hou met of wat voortspruit uit die voorsiening van onwettige wapens en ammunisie aan 'n MK-teenheid, gepleeg gedurende of omstreeks 1992 in of naby Ciskei;
- (cc) enige misdryf wat regstreeks verband hou met of wat voortspruit uit die voorsiening van onwettige wapens en ammunisie aan die Natal-streek van die ANC, gepleeg gedurende of omstreeks 1993; en
- (dd) die onregmatige besit van wapens en ammunisie, gepleeg gedurende of omstreeks 1993 te of naby Qumbu.

**Truth and Reconciliation Commission:
Committee on Amnesty**

No. R. 53, 2002

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 -

- (a) on 1 February 2001 to **PAULOS MOHLOLO MOHAPI** (date of birth 4 April 1967), in respect of the illegal possession of arms and ammunition, committed at or near Wesselbron on or about 25 November 1993;

(b) on 1 February 2001 to-

- (i) **SYDNEY HENDRICKS** (identity number 650626519805);
(ii) **VANESSA RHODA NOVEMBER** (date of birth 24 April 1969); and
(iii) **MOEGAMAT ANEEZ SALIE** (identity number 5608055184084),

in respect of all offences and/or delicts flowing from the planting of the bomb at the Bonteheuvel Rent Office, committed on or about 28 September 1988;

(c) on 5 February 2001 to-

- (i) **THULASIZWE RAPHAEL DLAMINI** (identity number 6108255678083), in respect of-

- (aa) any offence or delict committed in relation to the attack which took place at or near Bhatom in which three persons were killed, committed during or about 1993; and

- (bb) the unlawful killing of a person, committed at or near Ixopo during or about 1993;

- (iii) **CONRAD BHEKI MAGOSO** (identity number 5805115332089), in respect of-
- (aa) all offences and delicts relating to the incidents listed below, and other acts directly associated with or flowing from the conflict relating to these incidents;
- (bb) the attack at or near the Thandimfundo Lower Primary School in or near K Section during which transport was stopped, passengers were prevented from going to work and the house of the NTINI family was burnt down;
- (cc) the attack on the Amasinvora gang and other attacks on ANC members, on the following day in the same area as set out above;
- (dd) the attack on unknown ANC activists in the Main Road area K Section and Richmond Farm on the day following the attack in (cc) above;
- (ee) the burning and damaging of houses belonging to the MOKOENAS, MBATHAS, NGIDIS and SHANGASES;
- (ff) the acquisition of an unlicensed shotgun from one "Rasta" and the possession of such gun, and the burning of the home of the NTULLI family, committed at or near Richmond Farm;
- (gg) the shooting of two unidentified males, committed near a crèche and school yard in or near Main Road KwaMashu and the unlawful possession of live ammunition;
- (hh) the attack on the area of Richmond Farm, eZikrebheni, "13" side section and "14" side section near a reservoir during which approximately 14 unknown people were killed and various motor vehicles were maliciously damaged; and
- (ii) cooperating with members of Combat Security in securing the nearby reservoir against attacks involving the harassment and assault of a number of unknown people on the road and the eventual shooting and wounding of one GUDUSA MAKHOBHA (now deceased) and one MDUDUZI, committed in or near the Richmond Farm/KwaMashu area during or about the late 1980's and early 1990's;
- (d) on 7 February 2001 to **STEVEN VUSUMUZI DOLO** (date of birth 5 May 1966), in respect of arson, on the farm Wilgerspruit belonging to a MR JZMS MYBURGH, committed in the Lady Grey area on or about 26 March 1992;

(e) 9 February 2001 to-

- (i) EUGENE ALEXANDER DE KOCK (identity number 4901295009000);
- (ii) THUNYELWA DANIEL NKALA (identity number 5807045833087);
- (iii) WILLEM PETRUS LOUW (identity number 4708195001007);
- (iv) JACOBUS KOK (identity number 6005145123009);
- (v) JACOB FRANCOIS KOK (identity number 5808195089009);
- (vi) JACOBUS LUCAS MARTINUS DELPORT (identity number 4310025048009);
- (vii) JOHANNES VELDE VAN DER MERWE (identity number 3608255044007);
- (viii) LAWRENCE CHARLES PHILIP PRINCE (identity number 5102125026087);
- (ix) FRANCOIS STEENKAMP (identity number 580214512086);
- (x) ANDRE ROOS (identity number 5611295070089);
- (xi) WILLEM FREDERICK SCHOON (identity number 3103015023004);
- (xii) WYBRAND ANDREAS L DU TOIT (identity number 5010025025085); and
- (xiii) PAUL JACOBUS HATTINGH (identity number 5304215045008),

in respect of-

- (aa) the conspiracy to kill and the murder of VINCENT KHOLE NOKWINDLA, JABULANI MAHLANGU, MORHOA MASHIANE, SOLOMON MASHABANE, OSBORN MBONGENI DLAMINI, CONGRESS MTSWENI, STEPHEN MODISANA and LUCKY MOGODI and the attempted murder of HOSIA LENGOSANE, CEDRIC NOCHOLAS DLUDLA, JOHANNES VELIMAZIMBUKO, JOSEPH TITUS MAZIBUKO, HUMPHREY LEHLOHONOLA TSHABALA, SAMUEL LEKATSA and JOHN MLANGENI;
- (bb) contravening sections 2, 28, 29, 32, 36 and 39 of the Arms and Ammunition Act, 75 of 1969;
- (cc) contravening section 2 of the Dangerous Weapons Act, 71 of 1968;
- (dd) contravening sections 3, 4, 5, 6, 9 and 29 of the Explosives Act, 26 of 1956;
- (ee) malicious damage to property;
- (ff) defeating the ends of justice; and
- (gg) any other offence directly linked to the facts in this particular matter, committed at or near the East Rand during or about June 1985;

- (f) on 12 February 2001 to-
- (i) **PETRUS CASPARUS SNYDERS** (identity number 5910205011088), in respect of-
- (aa) the attempted murder of unknown ANC members, committed in or near Swaziland during or about 1989; and
- (bb) the attempted murder of unknown ANC members, committed in or near Mozambique during or about 1989; and
- (iii) **JOHAN MATHEMTI SHABANGU** (identity number 7109155917083), in respect of-
- (aa) the burning of two shacks, committed at A18 Lekwane Street, Thokoza Township, in the East Rand, Gauteng on or about 4 September 1993;
- (bb) the burning of about six shacks, committed at A8 and A9 Mazibuko Street, Thokoza Township in the East Rand, Gauteng on or about 7 September 1993;
- (cc) the burning of an unknown number of shacks, committed at A9 Mazibuko Street, Thokoza Township in the East Rand, Gauteng on or about 25 September 1993;
- (dd) the burning of four shacks, committed at A21 Lukwane Street, Thokoza Township in the East Rand, Gauteng on or about 30 October 1993; and
- (ee) the burning of a house belonging to ALVERT MLABA, committed at A21 Mazibuko Street, Thokoza Township in the East Rand, Gauteng on or about 5 October 1993;
- (g) on 14 February 2001 to-
- (i) **EUGENE A DE KOCK** (identity number 4901295009000);
- (ii) **WILHELM ALBERTUS NORTJE** (identity number 5602015035080);
- (iii) **WILHELM RIAAN BELLINGAN** (identity number 5903035108083);
- (iv) **ADRIAN DAVID BAKER** (identity number 5408115024085);
- (v) **PIETER HENDRIK BOTHA** (identity number 6504155090009); and
- (vi) **SIMON MAKOPPO RADEBE** (identity number 5311155284082), in respect of the kidnapping and murder of BRIAN NGQULUNGA, committed on or about 19 July 1990;

- (h) on 14 February 2001 to-
- (i) **ANDRE ROOS** (identity number 5611295070089);
 - (ii) **JOHANNES JACOBUS VICTOR** (identity number 5703175119001);
 - (iii) **JACQUES HECHTER** (identity number 5206135129086); and
 - (iv) **JAN HATTINGH CRONJE** (identity number 3611185012086);
- in respect of the attacks on the homes of GREGORY THULARE and GODFREY QWABE, committed at or near Thembisa during or about 1986;
- (i) on 14 February 2001 to-
- (i) **WILLEM JOHANNES MOMBERG** (identity number 5905105005008);
 - (ii) **ERIC GOOSEN** (identity number 6401185113002);
 - (iii) **JACQUES HECHTER** (identity number 5206135129086);
 - (iv) **JAN HATTINGH CRONJE** (identity number 3611185012086); and
 - (v) **GILLES VAN DE WALL** (identity number 3803305103008);
- in respect of the petrol bombing of the house of SCHEEPERS MORUDU, committed in or near Mamelodi during or about 1987;
- (j) on 19 February 2001 to-
- (i) **MXOLISA KALI** (identity number 6410275569080), in respect of-
 - (aa) the abduction and assault of PRINCE PITSE, JABU MLOTSWA, THEMBA KHUMALO, CHROSTOPHER DUBE MATSAMAI MOLOI and BUSI NGUBANE; and
 - (b) the unlawful possession of an unlicensed firearm, committed in or near Johannesburg during or about April 1994; and
- (iii) **ERNEST NELSON SIPHO TINDLENI** (date of birth 15 January 1968), in respect of-
- (aa) the murder of CONSTABLE MHLOLULA, committed at or near Tsakane, Brakpan during or about 1993; and
 - (bb) the attempted murder of CONSTABLE MODIPANE, committed at or near Tsakane, Brakpan during or about August 1993;

- (k) on 20 February 2001 to-
- (i) **LEON WILLIAM JOHN FLORES** (identity number 5810295193004), in respect of-
- (aa) the attempted murder of an ANC member (known only as "MDO"), committed in or near Swaziland during the '1980's; and
- (bb) arson in respect of the Sacred Heart Church Hall, committed in or near Witbank on or about 21 March 1988;
- (ii) **PETRUS CASPARUS SNYDERS** (identity number 5910205011088), in respect of the attempted murder of an ANC member (known only as "MDO"), committed in or near Witbank on or about 21 March 1988;
- (iii) **GABOULWELWE CHRISTOFFEL MOSIANE** (identity number 5106305556086), in respect of one count of arson in respect of the Sacred Heart Church Hall, committed in or near Witbank on or about 21 March 1988;
- (iv) **IZAK DANIEL BOSCH** (identity number 5906185000006), in respect of-
- (aa) arson, committed at or near a church in Vryburg during or about 1987;
- (bb) arson at the homes of ANC activists, committed at or near Kanyamazane during or about 1986;
- (cc) the abduction and assault of unknown activists, committed in or near KwaNdebele during or about the period 1986 to 1987; and
- (dd) arson at the house of an ANC activist, committed at or near Vryburg during or about 1985;
- (v) **WILLEM ALBERTUS NORTJE** (identity number 5602015035080), in respect of-
- (aa) arson, committed at or near a church in Vryburg during or about 1987; and
- (bb) malicious damage to the vehicle of one GALENG, committed at or near Vryburg during or about 1985;
- (vi) **EUGENE FOURIE** (identity number 5906175019085), in respect of-
- (aa) arson at the house of an ANC activist, committed at or near Oshoek border post in Swaziland; and
- (bb) the attack on the home of MUZIWAKHE BONIFACE NGWENYA, alias MK THAMI ZULU, committed at or near Mbabane, Swaziland during or about 1988;

- (i) on 22 February 2001 to-
SIPHO TIMOTHY MNGUNI (identity number 59042405379 08 4);
(ii) PHILLIP TOTO MADONSELA (identity number 6505055858080);
(iii) SIPHO DAVID DHLAMINI (identity number 6702245416081);
(iv) SIPHO HEIR NGWENYA (date of birth 6 April 1965);
(v) VUSUMUZI PAULOS VILAKAZI (identity number 6709085254084);
(vi) MANDLA ALBERT TSHABALALA (identity number 6101105680087); and
(vii) JOHANNES MAJASANA MORINGA (date of birth 1 September 1961);
in respect of-
(aa) the killing of WHISKEY LULU LOUW, committed during or about August 1987;
(bb) the necklace killing of MANDLA MAZIBUKO, committed during or about January 1987;
(cc) the bus attack, committed at or near the N3 Freeway, Standerton during or about March 1987;
(dd) the killing of MABALEKA DLAMINI, ESAU TWALA and MZWAKHE SAMSON NHLAPO, committed during or about June 1987;
(ee) the killing of MSISHI MZIZI, committed during or about August 1987;
(ff) the attempted murder of SIPUNDLA MPILA, committed during or about March 1987; and
(gg) all offences referred to above as well as any other offences or delicts flowing from the incidents;
(m) on 23 February 2001 to FAKAZI ISAAC NKOSI (identity number 6511145359089), in respect of-
(i) public violence and the burning of the house of JOHANNES MLOTSHWA, committed in or near Leandra in the district of Springs during or about August 1984;
(ii) the murder and attempted murder of an unknown number of members of the Katlehong Municipal Police, committed at or near the Katlehong Police Station on or about 5 January 1989;
(iii) the unlawful possession of petrol bombs, AK47 rifles and ammunition and an unknown number of Russian-made hand grenades and limpet mines;
(iv) any offence in contravention of the Explosives Act 26 of 1956, flowing from the incidents mentioned under paragraph (i) and (ii); and
(v) any offence or delict flowing from the two incidents mentioned under paragraph (i) and (ii) above;

- (n) on 23 February 2001 to-
- (i) **GIYANI ELIJAH RIKHOTSO** (identity number 6911085632083); and
- (ii) **VINCENT SIZEKA KUBAYI** (date of birth 27 July 1962),
- in respect of-
- (aa) the murder of MASHAVELA JACKSON BALOYI;
- (bb) arson in respect of the property of MASHAVELA JACKSON BALOYI;
- (cc) the assault with intent to cause grievous bodily harm on YUZA MACK BALOYI; and
- (dd) arson in respect of the property of YUZA MACK BALOYI,
- committed at or near Gandianani Village, Khani Settlement, in the district of Giyani, Gazankulu on or about 24 February 1990;
- (o) on 26 February 2001 to-
- (i) **MANDLA EMANUAL DLAMINI** (identity number 6012215781088), in respect of all offences and delicts directly associated with or flowing from the petrol bomb attack on a Putco bus, committed at or near Naledi in Johannesburg on or about 5 September 1984;
- (ii) **MINGUS CLIVE RADEBE** (identity number 6106065534082), in respect of all offences and delicts directly associated with or flowing from the petrol bomb attack on a Putco bus, committed at or near Naledi in Johannesburg on or about 5 September 1984; and
- (iii) **CLIFFORD SERAME MOLEFE** (date of birth 16 June 1975), in respect of all offences and delicts resulting from the killing of HERMANUS BERNARDUS VENTER, committed at or near Daveyton, Gauteng on or about 26 July 1993; and
- (p) on 27 February 2001 to-
- (i) **JOHANNES HENDRIK ZIETSMAN** (identity number 540912516008), in respect of-
- (aa) robbery with aggravating circumstances of a motor vehicle, committed in Amanzimtoti on or about 2 August 1993;
- (bb) the theft of a trailer committed at or near Melkbosstrand during or about August 1993;

- (cc) the theft of a licensing disc of a trailer at Struisbaai, committed in the Western Cape during or about July 1993;
- (dd) the use of the already mentioned motor vehicles with forged number plates and/or licensing discs;
- (ee) the unlawful possession of unlicensed firearms, namely a hand carbine, a 6.35 Taurus pistol and two self-made pipe guns, committed during or about the period July 1993 to September 1993;
- (ff) the unlawful possession of tear gas, committed during the period July to September 1993;
- (gg) the unlawful possession of police uniforms, committed during the period August to September 1993;
- (hh) the bomb explosion at the Johannesburg Magistrate's Court, committed on or about 15 July 1993;
- (ii) the contravention of section 54(3) of Act 74 of 1982 by performing acts calculated to terminate the supply of electricity from ESCOM power stations in the Eastern Transvaal and Witwatersrand areas;
- (jj) the contravention of section 54(1) of Act 74 of 1982 by performing acts calculated to terminate the supply of electricity from the Koeberg power stations and/or neighbouring power stations in the vicinity of Cape Town;
- (kk) the unlawful possession of explosives, committed at or near Bloemfontein during or about the period June to October 1993;
- (ii) **DIRK JACOBUS ACKERMAN** (identity number 48021150310020), in respect of-
- (aa) the theft of a BMW 520i motor vehicle, committed in Bloemfontein on or about 20 November 1992;
- (bb) the robbery with aggravating circumstances of a vehicle, committed in or near Amanzimtoti on or about 2 August 1993;
- (cc) robbery with aggravating circumstances of a Toyota mini-bus, committed at the Oryz mine in Theunissen in or near the Free State on 1 September 1993;
- (dd) robbery with aggravating circumstances of a Ford Cortina 3 liter truck, committed in Sasolburg on or about 22 February 1993;
- (ee) the theft of a Sprite Swift Caravan, committed at ESCOM, Bethlehem during or about June 1993;
- (ff) the theft of a Comet trailer, committed at or near Melkbosstrand during or about August 1993;

- (gg) the forgery and uttering of various motor vehicle licensing documents as well as the forgery of ESCOM identity documents, committed during or about the period June to September 1993;
- (hh) the theft of a licensing disc of a trailer, committed at Struisbaai, Western Cape during or about July 1993;
- (ii) the unlawful use of the already mentioned motor vehicles with forged number plates and/or licensing discs;
- (jj) the unlawful possession of unlicensed firearms, namely a hand carbine, a 6.35 Taurus pistol and two self-made pipe guns, committed during or about the period July to September 1993;
- (kk) the theft of 28 x R4 machine guns, committed at Kimberley during or about January 1993;
- (ll) the unlawful possession of 13 x R4 machine guns as well as 259 magazines, committed during or about the period January to October 1993;
- (mm) the unlawful possession of tear gas, committed during or about the period July to September 1993;
- (nn) the unlawful possession of police uniforms, committed during or about the period August to September 1993;
- (oo) the bomb explosion at the Johannesburg Magistrate's Court, committed on or about 15 July 1993;
- (pp) contravention of section 54(3) of Act 74 of 1982 by performing acts calculated to terminate the supply of electricity from the ESCOM power stations in the Eastern Transvaal and Witwatersrand areas;
- (qq) contravention of section 54(1) of Act 74 of 1982 by performing acts calculated to terminate the supply of electricity from the Koeberg power stations and/or neighbouring power stations in the vicinity of Cape Town; and
- (rr) unlawful possession of explosives, committed at Bloemfontein during or about the period June to October 1993;
- (iii) **ABRAHAM DE KLERK** (identity number 6609243040003), in respect of-
- (aa) robbery with aggravating circumstances of a Toyota Corolla motor vehicle, committed in Amanzimtoti on or about 2 August 1993;
- (bb) the theft of a Comet trailer, committed at or near Melkbosstrand during or about August 1993;
- (cc) the theft of a licensing disc of a trailer, committed at Struisbaai, Western Cape during July 1993;

- (iv) **JOHANNES ALWYN VAN DER LINDE** (identity number 510910016004), in respect of-
- (aa) the theft of a Sprite Swift Caravan, committed at ESCOM, Bethlehem during June 1993;
 - (bb) the forgery and uttering of various motor vehicle licensing documents as well as the forgery of ESCOM identity documents, committed during or about the period June to September 1993;
 - (cc) contravention of section 54(1) of Act 74 of 1982 by performing acts calculated to terminate the supply of electricity from the Koeberg power stations and/or neighbouring power stations in the vicinity of Cape Town; and
 - (dd) unlawful possession of explosives, committed at Bloemfontein during or about the period June to October 1993.
- (mm) the unlawful possession of firearms and ammunition, committed at or near Excelsior in May 1995; and
 - (ii) unlawful possession of explosives, committed at Bloemfontein during or about the period June to October 1993; and
 - (kk) contravention of section 54(1) of Act 74 of 1982 by performing acts calculated to terminate the supply of electricity from the Koeberg power stations in the Eastern Transvaal and Witwatersrand areas;
 - (jj) contravention of section 54(3) of Act 74 of 1982 by performing acts calculated to terminate the supply of electricity from the ESCOM power stations in the Eastern Transvaal and Witwatersrand areas;
 - (ii) the bomb explosion at the Johannesburg Magistrate's Court, committed on or about 15 July 1993;
 - (hh) the unlawful possession of police uniforms during or about the period August to September 1993;
 - (hh) the unlawful possession of police uniforms during or about the period July to September 1993;
 - (gg) the unlawful possession of tear gas, committed during or about the period July to September 1993;
 - (ff) the theft of 28 x R4 machine guns, committed at Kimberley during or about January 1993;
 - (ee) the possession of two self-made pipe guns, committed during or about the period July 1993 to September 1993;
 - (dd) the use of the already mentioned motor vehicles with forged number plates and/or licensing discs;

PROKLAMASIE*Kommissie vir Waarheid en Versoening:**Komitee oor Amnestie***No. R. 53, 2002**

**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 die Bevordering van Nasionale Eenheid en Versoening, 1995 (Wet No. 34 van 1995), soos volg verleen is:

- (a) op 1 Februarie 2001 aan **PAULOS MOHLOLO MOHAPI** (geboortedatum 4 April 1967), ten opsigte van die onwettige besit van wapens en ammunisie, gepleeg op of omstreeks 25 November 1993 te of naby Wesselsbron;

(b) op 1 Februarie 2001 aan-

(i) **SYDNEY HENDRICKS** (identiteitsnommer 650626519805);

(ii) **VANESSA RHODA NOVEMBER** (geboortedatum 24 April 1969); en

(iii) **MOEGAMAT ANEEZ SALIE** (identiteitsnommer 5608055184084),

ten opsigte van alle misdrywe en/of delikte wat voortspruit uit die plant van die bom by die Bonteheuwel Huurkantoor, gepleeg op of omstreeks 28 September 1988;

(c) op 5 Februarie 2001 aan-

(i) **THULASIZWE RAPHAEL DLAMINI** (identiteitsnommer 6108255678083), ten opsigte van-

(aa) enige misdryf of delik gepleeg met betrekking tot die aanval wat plaasgevind het te of naby Bhatom waarin drie persone gedood is,

gepleeg gedurende of omstreeks 1993; en

(bb) die onregmatige doodmaak van 'n persoon, gepleeg te of naby Ixopo gedurende of omstreeks 1993;

(iii) **CONRAD BHEKI MAGOSO** (identiteitsnommer 5805115332089), ten opsigte

van-
(aa) alle misdrywe en delikte wat verband hou met die voorvalle hieronder
gelys, en ander dade wat regstreeks verband hou met of voortspuit uit
die konflik wat met hierdie voorvalle verband hou;

(bb) die aanval te of naby Thandimfundo Lower Primary School in of naby K
Section waartydens vervoer gestop is, passasiers verhoed is om werk
toe te gaan en die huis van die NTINI-gesin afgebrand is;

(cc) die aanval op die Amasinvora-bende en ander aanvalle op ANC lede, op
die volgende dag in dieselfde gebied as die een hierbo uiteengesit;
(dd) die aanval op onbekende ANC-aktiviste in die Main Road-gebied K
Section en Richmond Farm op die dag na die aanval in (cc) hierbo;

(ee) die afbrand en die beskadiging van huise wat aan die MOKOENAS,
MBATHAS, NGIDIS en SHANGASES behoort;

(ff) die verkryging van 'n ongelisensieerde haelgeweer van ene "Rasta" en
die besit daarvan, en die afbrand van die tuisie van die NTULLI-gesin,
gepleeg te of naby Richmond Farm;

(gg) die skiet van twee ongeïdentifiseerde mans, gepleeg naby 'n creche en
skoolterrein in of naby Main Road, Kwamashu, en die onregmatige
besit van skerpunt ammunisie;

(hh) die aanval op die terrein van Richmond Farm, ezikrebeni, "13" sy-
seksie en "14" sy-seksie naby 'n opgaar tenk waartydens ongeveer 14
onbekende persone gedood is en verskeie motorvoertuie opseilik
beskadig is; en

(ii) samewerking met lede van Combat Security deur die beveiliging van 'n
nabygeleë opgaar tenk teen aanvalle welke aksies ingesluit het die
teistering en aanvalle op 'n onbekende aantal persone op die pad en die
uiteindelelike skiet en wond van ene GUDUSA MAKHOBHA en ene
MDUDUZI,

gepleeg te of naby the Richmond Farm/Kwamashu distrik gedurende of
omstreeks die laat 1980's en vroeg 1990's;

(d) op 7 Februarie 2001 aan **STEVEN VUSUMUZI DOLO** (geboortedatum 5 Mei 1966), ten
opsigte van brandstigting, op die plaas Wilgespruit van 'n mnr. JZMS MYBURGH,
gepleeg op of omstreeks 26 Maart 1992 in die Lady Grey distrik;

(e) 9 Februarie 2001 aan-

- (i) **EUGENE ALEXANDER DE KOCK** (identiteitsnommer 4901295009000);
- (ii) **THUNYELWA DANIEL NKALA** (identiteitsnommer 5807045833087);
- (iii) **WILLEM PETRUS LOUW** (identiteitsnommer 4708195001007);
- (iv) **JACOBUS KOK** (identiteitsnommer 6005145123009);
- (v) **JACOB FRANCOIS KOK** (identiteitsnommer 5808195089009);
- (vi) **JACOBUS LUCAS MARTINUS DELPORT** (identiteitsnommer 4310025048009);
- (vii) **JOHANNES VELDE VAN DER MERWE** (identiteitsnommer 3608255044007);
- (viii) **LAWRENCE CHARLES PHILIP PRINCE** (identiteitsnommer 5102125026087);
- (ix) **FRANCOIS STEENKAMP** (identiteitsnommer 580214512086);
- (x) **ANDRE ROOS** (identiteitsnommer 5611295070089);
- (xi) **WILLEM FREDERICK SCHOON** (identiteitsnommer 3103015023004);
- (xii) **WYBRAND ANDREAS L DU TOIT** (identiteitsnommer 5010025025085); en
- (xiii) **PAUL JACOBUS HATTINGH** (identiteitsnommer 5304215045008).

ten opsigte van-

- (aa) die sameswering om VINCENT KHOLE NOKWINDLA, JABULANI MAHLANGU, MORHOA MASHIANE, SOLOMON MASHABANE, OSBORN MBONGENI DLAMINI, CONGRESS MTSWENI, STEPHEN MODISANA en LUCKY MOGODI dood te maak en die moord op hulle, en die poging tot moord op HOSIA LENGOSANE, CEDRIC NOCHOLAS DLUDLA, JOHANNES VELIMAZIMBUKO, JOSEPH TITUS MAZIBUKO, HUMPHREY LEHLOHONOLA TSHABALA, SAMUEL LEKATSA en JOHN MLANGENI;
- (bb) die oortreding van artikels 2, 28, 29, 32, 36 en 39 van die Wet op Wapens en Ammunisie, 75 van 1969;
- (cc) die oortreding van artikel 2 van die Wet op Gevaarlike Wapens, 71 van 1968;
- (dd) die oortreding van artikels 3, 4, 5, 6, 9 en 29 van die Wet op Ontplofbare Stowwe, 26 van 1956;
- (ee) kwaadwillige beskadiging van eiendom;
- (ff) regsverdeling; en
- (gg) enige ander misdryf wat regstreeks verband hou met die fette in hierdie spesifieke aangeleentheid;

gepleeg gedurende of omstreeks Junie 1985 te of naby die Oos-rand;

(f) op 12 Februarie 2001 aan-

- (i) **PETRUS CASPARUS SNYDERS** (identiteitsnommer 5910205011088), ten opsigte van-
- (aa) die poging tot moord op onbekende ANC-lede, gepleeg gedurende of omstreeks 1989 te of naby Swaziland; en
- (bb) die poging tot moord op onbekende ANC-lede, gepleeg gedurende of omstreeks 1989 te of naby Mosambiek; en

- (ii) **JOHAN MATHEMTI SHABANGU** (identiteitsnommer 7109155917083), ten opsigte van-
- (aa) die afbrand van twee hutte, gepleeg op of omstreeks 4 September 1993 te Lekwanestraat A18, Thokoza Woonbuurt aan die Oos-rand, Gauteng;
- (bb) die afbrand van ongeveer ses hutte, gepleeg op of omstreeks 7 September 1993 te Mazibukostraat A8 en A9, Thokoza Woonbuurt, aan die Oos-rand, Gauteng;
- (cc) die afbrand van 'n onbekende getal hutte, gepleeg op of omstreeks 25 September 1993 te Mazibukostraat A9, Thokoza Woonbuurt, aan die Oos-rand, Gauteng;
- (dd) die afbrand van vier hutte, gepleeg op of omstreeks 30 Oktober 1993 te Lukwanestraat A21, Thokoza Woonbuurt, aan die Oos-rand, Gauteng; en
- (ee) die afbrand van 'n huis wat behoort aan ALVERT MLABA, gepleeg op of omstreeks 5 Oktober 1993 te Mazibukostraat A21, Thokoza Woonbuurt, aan die Oos-rand, Gauteng;

(g) op 14 Februarie 2001 aan-

- (i) **EUGENE A DE KOCK** (identiteitsnommer 4901295009000);
- (ii) **WILHELM ALBERTUS NORTJE** (identiteitsnommer 5602015035080);
- (iii) **WILHELM RIAAN BELLINGAN** (identiteitsnommer 5903035108083);
- (iv) **ADRIAN DAVID BAKER** (identiteitsnommer 5408115024085);
- (v) **PIETER HENDRIK BOTHA** (identiteitsnommer 6504155090009); en
- (vi) **SIMON MAKOPPO RADEBE** (identiteitsnommer 5311155284082), ten opsigte van die ontvoering van en moord op RIAN NGQULUNGA, gepleeg op of omstreeks 19 Julie 1990;

- (h) op 14 Februarie 2001 aan-
- (i) **ANDRE ROOS** (identiteitsnommer 5611295070089);
 - (ii) **JOHANNES JACOBUS VICTOR** (identiteitsnommer 5703175119001);
 - (iii) **JACQUES HECHTER** (identiteitsnommer 5206135129086); en
 - (iv) **JAN HATTINGH CRONJE** (identiteitsnommer 3611185012086);
- ten opsigte van die aanvalle op die tuisies van GREGORY THULARE en GODFREY QWABE, gepleeg gedurende of omstreeks 1986 te of naby Thembisa;
- (i) op 14 Februarie 2001 aan-
- (i) **WILLEM JOHANNES MOMBORG** (identiteitsnommer 5905105005008);
 - (ii) **ERIC GOOSEN** (identiteitsnommer 6401185113002);
 - (iii) **JACQUES HECHTER** (identiteitsnommer 5206135129086);
 - (iv) **JAN HATTINGH CRONJE** (identiteitsnommer 3611185012086); en
 - (v) **GILLES VAN DE WALL** (identiteitsnommer 3803305103008);
- ten opsigte van die petrolbomaanval op die huis van SCHEEPERS MORUDU, gepleeg gedurende of omstreeks 1987 te of naby Mamelodi;
- (j) op 19 Februarie 2001 aan-
- (i) **MXOLISA KALI** (identiteitsnommer 6410275569080), ten opsigte van-
 - (aa) die ontvoering van en aanranding op PRINCE PITSE, JABU MLOTSWA, THEMBA KHUMALO, CHROSTOPHER DUBE MATSAMAI MOLOI en BUSI NGUBANE; en
 - (bb) die onregmatige besit van 'n ongeliensseerde vuurwapen, gepleeg gedurende of omstreeks April 1994 te of naby Johannesburg; en
 - (iii) **ERNEST NELSON SIPHO TINDLENI** (geboortedatum 15 Januarie 1968), ten opsigte van-
 - (aa) die moord op KONSTABEL MHLOLULA, gepleeg gedurende of omstreeks 1993 te of naby Tsakane, Brakpan; en
 - (bb) die poging tot moord op KONSTABEL MODIPANE, gepleeg gedurende of omstreeks Augustus 1993 te of naby Tsakane, Brakpan;

(k) op 20 Februarie 2001 aan-

(i) **LEON WILLIAM JOHN FLORES** (identiteitsnommer 5810295193004), ten opsigte van-

(aa) die poging tot moord op 'n ANC-lid (slegs as "MDO" bekend), gepleeg gedurende die 1980's te of naby Swaziland; en

(bb) brandstigting ten opsigte van die "Sacred Heart" Kerk, gepleeg op of omstreeks 21 Maart 1988 te of naby Witbank;

(ii) **PETRUS CASPARUS SNYDERS** (identiteitsnommer 5910205011088), ten opsigte van die poging tot moord op 'n ANC-lid (slegs as "MDO" bekend), gepleeg op of omstreeks 21 Maart 1988 te of naby Witbank;

(iii) **GABOUTLWELWE CHRISTOFFEL MOSIANE** (identiteitsnommer 5106305556086), ten opsigte van die brandstigting op die "Sacred Heart" Kerk, gepleeg op of omstreeks 21 Maart 1988 te of naby Witbank;

(iv) **IZAK DANIEL BOSCH** (identiteitsnommer 5906185000006), ten opsigte van-

(aa) brandstigting, gepleeg gedurende of omstreeks 1987 te of naby 'n kerk in Vryburg;

(bb) brandstigting by die tuistes van ANC-aktiviste, gepleeg gedurende of omstreeks 1986 te of naby Kanyamazane;

(cc) die ontvoering van en aanranding op onbekende aktiviste, gepleeg gedurende of omstreeks 1986 tot 1987 in of naby KwaNdebele; en

(dd) brandstigting by die huis van 'n ANC-aktivis, gepleeg gedurende of omstreeks 1985 te of naby Vryburg;

(v) **WILLEM ALBERTUS NORTJE** (identiteitsnommer 5602015035080), ten opsigte van-

(aa) brandstigting, gepleeg gedurende of omstreeks 1987 te of naby 'n kerk in Vryburg; en

(bb) kwaadwillige beskadiging van die voertuig van ene GALENG, gepleeg gedurende of omstreeks 1985 te of naby Vryburg;

(vi) **EUGENE FOURIE** (identiteitsnommer 5906175019085), ten opsigte van-

(aa) brandstigting by die huis van 'n ANC-aktivis, gepleeg te of naby Oshoek-grenspost in Swaziland; en

- (bb) die aanval op die tuiste van MUZIWAKHE BONIFACE NGWENYA, alias MK THAMI ZULU, gepleeg gedurende of omstreeks 1988 te of naby Mbabane, Swaziland;

- (i) op 22 Februarie 2001 aan-
 (i) SIPHO TIMOTHY MNGUNI (identiteitsnommer 59042405379084);
 (ii) PHILLIP TOTO MADONSELA (identiteitsnommer 6505055858080);
 (iii) SIPHO DAVID DHLAMINI (identiteitsnommer 6702245416081);
 (iv) SIPHO HEIR NGWENYA (geboortedatum 6 April 1965);
 (v) VUSUMUZI PAULOS VILAKAZI (identiteitsnommer 6709085254084);
 (vi) MANDLA ALBERT TSHABALALA (identiteitsnommer 6101105680087); en
 (vii) JOHANNES MAJASANA MORINGA (geboortedatum 1 September 1961),
 ten opsigte van-

- (aa) die moord op WHISKEY LULULUW, gepleeg gedurende of omstreeks Augustus 1987;
 (bb) die moord op MANDLA MAZIBUKO, gepleeg gedurende of omstreeks Januarie 1987;
 (cc) die busaanval gepleeg gedurende of omstreeks Maart 1987 te of naby the N3-snelweg, Standerton;
 (dd) die moord op MABALEKA DLAMINI, ESAU TWALA en MZWAKHE SAMSON NHLAPO, gepleeg gedurende of omstreeks Junie 1987;
 (ee) die moord op MSISHI MZIZI, gepleeg gedurende of omstreeks Augustus 1987;
 (ff) die poging tot moord op SIPUNDLA MPILA, gepleeg gedurende of omstreeks Maart 1987; en
 (gg) alle misdrywe hierbo vermeld, asook enige ander misdrywe of delikte wat uit die voorvalle voortspuit;

- (m) op 23 Februarie 2001 aan FAKAZI ISAAC NKOSI (identiteitsnommer 6511145359089), ten opsigte van-
 (i) openbare geweld en afbrand van die huis van JOHANNES MLOTSHWA, gepleeg gedurende of omstreeks Augustus 1984 te of naby Leandra in die distrik Springs;
 (ii) die moord en poging tot moord op 'n onbekende aantal lede van die Katlehang Munisipale Polisie, gepleeg op of omstreeks 5 Januarie 1989 te of naby the Katlehang Polistasie;

- (iii) die onregmatige besit van petrolbomme, AK-47 gewere en ammunisie en 'n onbekende getal Russies-vervaardigde handgranate en kleefmynne;
(iv) enige misdryf in stryd met die Wet op Ontplofbare Stowwe, 26 van 1956, wat voortspruit uit die voorvalle wat onder paragrawe (i) en (ii) hierbo gemeld is; en
(v) enige misdryf of delik wat voortspruit uit die twee voorvalle wat onder paragrawe (i) en (ii) hierbo gemeld is;

(n) op 23 Februarie 2001 aan-

- (i) **GIYANI ELIJAH RIKHOTSO** (identiteitsnommer 6911085632083); en
(ii) **VINCENT SIZEKA KUBAYI** (geboortedatum 27 Julie 1962),

ten opsigte van-

- (aa) die moord op MASHAVELA JACKSON BALOYI;
(bb) brandstigting ten opsigte van die eiendom van MASHAVELA JACKSON BALOYI;
(cc) die aanrading met die opset om ernstig te beseer op YUZA MACK BALOYI; en
(dd) brandstigting ten opsigte van die eiendom van YUZA MACK BALOYI, gepleeg op of omstreeks 24 Februarie 1990 te of naby Gandianani Village, Khani Settlement, in die distrik Giyani, Gazankulu;

(o) op 26 Februarie 2001 aan-

- (i) **MANDLA EMANUAL DLAMINI** (identiteitsnommer 6012215781088), ten opsigte van alle misdrywe en delikte wat regstreeks verband hou met of voortspruit uit die petrolbomaanval op 'n Putco-bus, gepleeg op of omstreeks 5 September 1984 te of naby Naledi in Johannesburg;

- (ii) **MINGUS CLIVE RADEBE** (identiteitsnommer 6106065534082), ten opsigte van alle misdrywe en delikte wat regstreeks verband hou met of voortspruit uit die petrolbomaanval op 'n Putco-bus, gepleeg op of omstreeks 5 September 1984 te of naby Naledi in Johannesburg; en

- (iii) **CLIFFORD SERAME MOLEFE** (geboortedatum 16 Junie 1975), ten opsigte van alle misdrywe en delikte wat voortspruit uit die moord van HERMANUS BERNARDUS VENTER, gepleeg op of omstreeks 26 Julie 1993 te of naby Daveyton, Gauteng; en

(p) op 27 Februarie 2001 aan-

(i) **JOHANNES HENDRIK ZIETSMAN** (identiteitsnommer 540912516008), ten

(aa) roof met verswarende omstandighede van 'n motorvoertuig, gepleeg op

opsigte van-

of omstreeks 2 Augustus 1993 in Amanzimtoti;

(bb) die diefstal van 'n sleepwa, gepleeg gedurende of omstreeks Augustus

1993 te of naby Melkbosstrand;

(cc) die diefstal van 'n lisensieskryfie van 'n sleepwa te Struisbaai, gepleeg

gedurende of omstreeks Julie 1993 in die Wes-Kaap;

(dd) die gebruik van die gemelde motorvoertuie met vervalste nommerplate

en/of lisensieskryfies;

(ee) die onregmatige besit van ongeliensensieerde vuurwapens, naamlik 'n

handkarbyn, 'n 6.35 Taurus-pistool en twee selfgemaakte pygpewere,

gepleeg gedurende of omstreeks die tydperk Julie 1993 tot September

1993;

(ff) die onregmatige besit van traangas, gepleeg gedurende die tydperk Julie

tot September 1993;

(gg) die onregmatige besit van polisie-uniforms, gepleeg gedurende die

tydperk Augustus tot September 1993;

(hh) die bomontploffing by die Johannesburgse Landdroshof, gepleeg op of

omstreeks 15 Julie 1993;

(iii) die oortreding van artikel 54(3) van Wet 74 van 1982, deurdat hy dae

verrig het wat beoog was om die kragtoevoer van ESCOM-kragstasies

in die Oos-Transvaal- en Witwatersrand-gebiede te beëindig;

(iii) die oortreding van artikel 54(1) van Wet 74 van 1982 deurdat hy dae

verrig het wat beoog was om die kragtoevoer van die Koeberg-

kragstasie en/of aangrensende kragstasies in die omgewing van

Kaapstad te beëindig; en

(kk) die onregmatige besit van plofstowwe, gepleeg gedurende of omstreeks

die tydperk Junie tot Oktober 1993 te of naby Bloemfontein;

(iii) **DIRK JACOBUS ACKERMAN** (identiteitsnommer 48021150310020), ten

opsigte van-

(aa) die diefstal van 'n BMW 520i motorvoertuig, gepleeg op of omstreeks 20

November 1992 te of naby Bloemfontein;

(bb) roof met verswarende omstandighede van 'n motorvoertuig, gepleeg op

of omstreeks 2 Augustus 1993 in Amanzimtoti;

- (cc) roof met verswarende omstandighede van 'n Toyota-minibus, gepleeg op 1 September 1993 by die Oryz-myn in Theunissen in of naby die Vrystaat;
- (dd) roof met verswarende omstandighede van 'n Ford Cortina 3-liter-vragmotor, gepleeg op of omstreeks 22 Februarie 1993 in Sasolburg;
- (ee) die diefstal van 'n Sprite Swift-karavaan, gepleeg gedurende of omstreeks Junie 1993 te ESCOM, Bethlehem;
- (ff) die diefstal van 'n Comet-sleepwa, gepleeg gedurende of omstreeks Augustus 1993 te of naby Melkbosstrand;
- (gg) die vervalsing en uitgifte van verskeie motorvoertuiglisensiedokumente, asook die vervalsing van ESCOM-identiteitsdokumente, gepleeg gedurende of omstreeks die tydperk Junie tot September 1993;
- (hh) die diefstal van 'n lisensieskryfie van 'n sleepwa, gepleeg gedurende of omstreeks Julie 1993 te Struisbaai, Wes-Kaap;
- (iii) die onregmatige gebruik van die voormelde motorvoertuie met vervalsde nommerplate en/of lisensieskryfies;
- (jii) die onregmatige besit van ongelisensieerde vuurwapens, naamlik 'n handkarbyn, 'n 6.35 Taurus-pistool en twee selfgemaakte pypgewere, gepleeg gedurende of omstreeks die tydperk Julie 1993 tot September 1993;
- (kk) die diefstal van 28 x R4-masjiengewere, gepleeg by Kimberley gedurende of omstreeks Januarie 1993;
- (ll) die onregmatige besit van 13 x R4-masjiengewere, asook 259 magasyns, gepleeg gedurende of omstreeks die tydperk Januarie tot Oktober 1993;
- (mm) die onregmatige besit van traangas, gepleeg gedurende of omstreeks die tydperk Julie tot September 1993;
- (nn) die onregmatige besit van polisie-uniforms, gepleeg gedurende die tydperk Augustus tot September 1993;
- (oo) die bomontploffing by die Johannesburgse Landdros-hof, gepleeg op of omstreeks 15 Julie 1993;
- (pp) oortreding van artikel 54(3) van Wet 74 van 1982, deurdat hy daadverrig het wat beoog was om die kragtoevoer van ESCOM-kragstasies in die Oos-Transvaal- en Witwatersrand-gebiede te beëindig;
- (qq) die oortreding van artikel 54(1) van Wet 74 van 1982 deurdat hy daadverrig het wat beoog was om die kragtoevoer van die Koeberg-kragstasie en/of aangrensende kragstasies in die omgewing van Kaapstad te beëindig; en

- (rr) die onregmatige besit van plofstowwe, gepleeg gedurende of omstreeks die tydperk Junie tot Oktober 1993 te of naby Bloemfontein;
- (iiii) **ABRAHAM DE KLERK** (identiteitsnommer 6609243040003), ten opsigte van-
- (aa) roof met verswarende omstandighede van 'n Toyota Corolla motorvoertuig, gepleeg op of omstreeks 2 Augustus 1993 in Amanzimtoti;
- (bb) die diefstal van 'n Comet-sleepwa, gepleeg gedurende of omstreeks Augustus 1993 te of naby Melkbosstrand;
- (cc) die diefstal van 'n lisensieskryfie van 'n sleepwa, gepleeg gedurende of omstreeks Julie 1993 te Struisbaai, Wes-Kaap;
- (dd) die onregmatige gebruik van die voormelde motorvoertuie met vervalste nommerplate en/of lisensieskryfies;
- (ee) die onregmatige besit van ongeïnsensieerde vuurwapens, naamlik 'n handkarbyn, 'n 6.35 Taurus-pistool en twee selfgemaakte pypgewere, gepleeg gedurende of omstreeks die tydperk Julie 1993 tot September 1993;
- (ff) die diefstal van 28 x R4-masjiengewere, gepleeg gedurende of omstreeks Januarie 1993 te Kimberley;
- (gg) die onregmatige besit van traangas, gepleeg gedurende of omstreeks die tydperk Julie tot September 1993;
- (hh) die onregmatige besit van polisie-uniforms, gepleeg gedurende die tydperk Augustus tot September 1993;
- (iii) die bomontploffing by die Johannesburgse Landdroshof, gepleeg op of omstreeks 15 Julie 1993;
- (jj) oortreding van artikel 54(3) van Wet 74 van 1982, deurdat hy daadverrig het wat beoog was om die kragtoevoer van ESCOM-kragstasies in die Oos-Transvaal- en Witwatersrand-gebiede te beëindig;
- (kk) die oortreding van artikel 54(1) van Wet 74 van 1982 deurdat hy daadverrig het wat beoog was om die kragtoevoer van die Koeberg-kragstasie en/of aangrensende kragstasies in die omgewing van Kaapstad te beëindig; en
- (ll) die onregmatige besit van plofstowwe, gepleeg gedurende of omstreeks die tydperk Junie tot Oktober 1993 te of naby Bloemfontein;
- (mm) die onregmatige besit van vuurwapens en ammunisie, gepleeg in Mei 1995 te of naby Excelsior; en

(iv) JOHANNES ALWYN VAN DER LINDE (identiteitsnommer 510910016004), ten

opsigte van-

(aa) die diefstal van 'n Sprite Swift-karavaan, gepleeg gedurende of omstreeks Junie 1993 te ESCOM, Bethlehem;

(bb) die vervalsing en uitgifte van verskeie motorvoertuiglisensiedokumente, asook die vervalsing van ESCOM-identiteitsdokumente, gepleeg gedurende of omstreeks die tydperk Junie tot September 1993;

(cc) die oortreding van artikel 54(1) van Wet 74 van 1982 deurdat hy dade verrig het wat beoog was om die kragtoevoer van die Koeberg-kragstasie en/of aangrensende kragstasies in die omgewing van Kaapstad te beëindig; en

(dd) die onregmatige besit van plofstowwe, gepleeg gedurende of omstreeks die tydperk Junie tot Oktober 1993 te of naby Bloemfontein.

GOVERNMENT NOTICES

GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

No. R. 845

CO-OPERATIVES ACT, 1981
(ACT No. 91 OF 1981)

PRESCRIBED FEES: AMENDMENT

The Minister of Agriculture has under section 240 of the Co-operatives Act, 1981 (Act No. 91 of 1981) made the Regulations set out in the Schedule.

SCHEDULE

Definitions

1. Any word or expression in these Regulations to which a meaning has been assigned in the Act shall have the same meaning, and –

- (a) "the Act" means the Co-operatives Act, 1981 (Act No. 91 of 1981); and
- (b) "the Regulations" means the regulations published by Government Notice No. R. 1116 of 24 April 1992, as amended by Government Notices Nos. R. 2297 of 3 December 1993, R. 1115 of 28 July 1995, R. 1248 of 19 September 1997, R. 1158 of 1 October 1999, R. 800 of 11 August 2000 and R. 386 of 11 May 2001.

Substitution of Table 1

2. The Regulations are hereby amended by the substitution for Table 1 of the table in the Annexure.

KOÖPERASIEWET, 1981
(WET NO. 91 VAN 1981)

VOORGESKREWE GELDE: WYSIGING

Die Minister van Landbou het kragtens artikel 240 van die Koöperasiewet, 1981 (Wet No. 91 van 1981), die Regulasies in die Bylae uiteengesit, uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie Regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet geheg is, daardie betekenis en beteken -

(a) "die Wet" die Koöperasiewet, 1981 (Wet No. 91 van 1981); en

(b) "die Regulasies" die regulasies gepubliseer by Goewernementskennisgewing No. R. 1116 van 24 April 1992, soos gewysig deur Goewernementskennisgewings Nos. R. 2297 van 3 Desember 1993, R. 1115 van 28 Julie 1995, R. 1248 van 19 September 1997, R. 1158 van 1 Oktober 1999, R. 800 van 11 Augustus 2000 en R. 386 van 11 Mei 2001.

Vervanging van Tabel 1

2. Die Regulasies word hierby gewysig deur Tabel 1 deur die tabel in die Aanhangsel te vervang.

ANNEXURE/AANHANGSEL

FEES PAYABLE TO REGISTRAR/GELDE BETAALBAAR AAN REGISTRATEUR

TABLE 1/TABEL 1

PURPOSE/DOEL	AMOUNT/BEDRAG
1. Inspection of any document received or kept by the Registrar in terms of the Act/Insae in 'n stuk wat deur die Registrateur ingevolge die Wet ontvang of gehou word [Section 8(1)(a) of the Act/Artikel 8(1)(a) van die Wet]	R18,00 per co-operative/per koöperasie
2. Obtaining a certificate from the Registrar as to the contents or part of the contents of a document referred to in item 1/Verkryging van 'n sertifikaat van die Registrateur aangaande die inhoud of deel van die inhoud van 'n stuk in item 1 bedoel [Section 8(1)(b) of the Act/Artikel 8(1)(b) van die Wet]	R18,00 per certificate/per sertifikaat
3. Obtaining a copy of or an extract from any document referred to in item 1/Verkryging van 'n afskrif van of uittreksel uit 'n stuk in item 1 bedoel – (a) where it follows an inspection as contemplated in item 1/wanneer dit volg op insae soos in item 1 beoog (b) where otherwise required/wanneer andersins aangevra (c) when it is provided programmatically/wanneer dit programmaties verskat word [Section 8(1)(c) of the Act/Artikel 8(1)(c) van die Wet]	80 cent per photocopy/sent per fotokopie R18,00 per co-operatives plus 80 cent per photocopy/ per koöperasie plus 80 sent per fotokopie R20,00 per co-operative plus disc/per koöperasie plus disket
4. Application for the registration of the statute and incorporation of a co-operative/Aansoek om die registrasie van die statuut en inlywing van 'n koöperasie: (a) Commercial co-operatives/Kommersiële koöperasies (b) Developing co-operatives/Ontwikkelende koöperasies [Section 26(2)(h) of the Act/Artikel 26(2)(h) van die Wet]	R640,00 per application/per aansoek R160,00 per application/per aansoek

AMOUNT/BEDRAG	PURPOSE/DOEL
R54,00 per clause amended with a maximum of R728,00/per artikel wat gewysig word met 'n maksimum van R728,00 R14,00 per clause amended with a maximum of R196,00/per artikel wat gewysig word met 'n maksimum van R196,00	5. Application for the registration of an amendment of a statute/Aansoek om die registrasie van 'n wysiging van 'n statut: (a) Commercial co-operatives/Kommersieële koöperasies (b) Developing co-operatives/Ontwikkelende koöperasies [Section 33(2)(d) of the Act/Artikel 33(2)(d) van die Wet]
R740,00 per application/per aansoek R185,00 per application/per aansoek	6. Application to replace the statute of a co-operative/Aansoek om die statut van 'n koöperasie te vervang: (a) Commercial co-operatives/Kommersieële koöperasies (b) Developing co-operatives/Ontwikkelende koöperasies [Section 34(1)(h) of the Act/Artikel 34(1)(h) van die Wet]
R740,00 per application/per aansoek R185,00 per application/per aansoek	7. Application to convert a company into a co-operative/Aansoek om 'n maatskappy in 'n koöperasie te omskep: (a) Commercial co-operatives/Kommersieële koöperasies (b) Developing co-operatives/Ontwikkelende koöperasies [Section 157(2)(i) of the Act/Artikel 157(2)(i) van die Wet]
R740,00 per application/per aansoek R185,00 per application/per aansoek	8. Application to convert a co-operative into another kind or form of co-operative/Aansoek om 'n koöperasie in 'n ander soort of vorm van koöperasie te omskep: (a) Commercial co-operatives/Kommersieële koöperasies (b) Developing co-operatives/Ontwikkelende koöperasies [Section 162(2)(d) of the Act/Artikel 162(2)(d) van die Wet]

PURPOSE/DOEL	AMOUNT/BEDRAG
9. Application for the amalgamation of two or more co-operatives/Aansoek om die amalgamasie van twee of meer koöperasies: (a) Commercial co-operatives/Kommersiële koöperasies (b) Developing co-operatives/Ontwikkelende koöperasies [Section 165(2)(d) of the Act/Artikel 165(2)(d) van die Wet]	R740,00 per application/per aansoek R185,00 per application/per aansoek
10. Notices of address of the registered office and the postal address of a co-operative/Kennisgewing van adres van die geregistreerde kantoor en posadres van 'n koöperasie: (a) Commercial co-operatives/Kommersiële koöperasies (b) Developing co-operatives/Ontwikkelende koöperasies [Section 26(2)(i) and 105(2) of the Act/Artikel 26(2)(i) en 105(2) van die Wet]	R26,00 per notice/per kennisgewing R6,50 per notice/per kennisgewing
11. Publication of statistics on co-operatives/Publikasie van statistieke aangaande koöperasies*	Free/Gratis
12. List of co-operatives/Lys van koöperasies: (a) Photocopies/Fotokopieë (b) On disk/Op disket	R52,00 per list/per lys R54,00 per list plus disc/per lys plus disket

* Printed by Department of Agriculture's Directorate: Agricultural Information Services and distributed free of charge/Gedruk deur Departement van Landbou se Direkoraat: Landbou-inligtingsdienste en gratis versprei.

THE CONSTITUTIONAL COURT

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

Case CCT 21/01

IN THE MATTER OF -

HERMANUS FREDERICK VAN ROOYEN

ADRIAAN CHRISTIAAN BEKKER

THE ASSOCIATION OF REGIONAL
MAGISTRATES OF SOUTH AFRICA

versus

THE STATE

GEORGE BIBI TSHABALALA

G N TRAVERS N.O.

THE MINISTER OF JUSTICE

THE ATTORNEY-GENERAL, TRANSVAAL

VASSILS THEMELAROS

Sixth Respondent

Fifth Respondent

Fourth Respondent

Third Respondent

Second Respondent

First Respondent

Third Applicant

Second Applicant

First Applicant

B BOOYSEN N.O. Seventh Respondent

GENERAL COUNCIL OF THE BAR
OF SOUTH AFRICA

Intervenor

ORDER OF COURT

On 11 June 2002 the Constitutional Court made the following order in the above-mentioned case:

1. The application by Van Rooyen and Tshabalala to supplement the record is refused.
2. The application for leave to appeal by Van Rooyen and Tshabalala against paragraphs iii(1), (2) and (5) of the order made by the High Court is refused.
3. The appeal by the State and the Minister of Justice against paragraphs iii(3) and (5), and IV(1) and (3) of the order made by the High Court succeeds.

The orders made in those paragraphs are set aside and the following order is substituted for them:

- (A) The words "in his, her or its opinion" in section 3(2) of the Magistrates Act 90 of 1993 are declared to be inconsistent with the Constitution and invalid.
- (B) The words "the Minister on the recommendation of" in section 13(3)(b) of the Magistrates Act are declared to be inconsistent with the Constitution and invalid.
- (C) Section 13(4) of the Magistrates Act is declared to be inconsistent with the Constitution and invalid.
- (D) The words "or, in any specific case, by the Minister after consultation with the Commission" in section 14(1) of the Magistrates Act are declared to be inconsistent with the Constitution and invalid.
- (E) Sections 9(4) and 12(2)(b) of the Magistrates' Courts Act 32 of 1994 are declared to be inconsistent with the Constitution and invalid.

- (F) The words "provided further that a magistrates who performs certain duties in terms of section 14 of the Act conferred upon him by the Minister in a specific case after consultation with the Commission may be promoted to a higher post without absorption into such higher post" in regulation 16 of the Regulations for Judicial Officers in the Lower Courts promulgated in Government Gazette 15524 GN R361, 11 March 1994 (as amended) are declared to be inconsistent with the Constitution and invalid.
- (G) The words "except in the case falling under section 14, in which case the date of entry shall be determined by the Minister" in regulation 17(1) of the Regulations for Judicial Officers in the Lower Courts are declared to be inconsistent with the Constitution and invalid.
- (H) The words "or person" where they appear for the first time in regulation 26(6) of the Regulations for Judicial Officers in the Lower Courts immediately before the words "hereinafter called the presiding officer" are declared to be inconsistent with the Constitution and invalid.
- (I) The words "the Minister or" in regulations 27(1), 27(2), 29(1), 29(2), 29(3) and 29(4) of the Regulations for Judicial Officers in the Lower Courts are declared to be inconsistent with the Constitution and invalid.
- (J) Regulations 26(17), 28(4), 28(5) and 29(9) of the Regulations for Judicial Officers in the Lower Courts are declared to be inconsistent with the Constitution and invalid.
4. The order in paragraph 3(E) concerning section 9(4) of the Magistrates' Courts Act 32 of 1944 is suspended for a period of 12 months from the date of this order. The other orders in paragraph 3 shall come into force on the date of this order, and shall be prospective only.
5. The orders for costs made in paragraphs III(6) and IV(4) of the High Court order are not set aside and remain in force.

6. No order is made as to the costs of the appeal and the application for leave to appeal.

Thus done at JOHANNESBURG on 18 June 2002

S B Madonse
S B MADONSELA

pp REGISTRAR: CONSTITUTIONAL COURT

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

Case CCT 49/01

IN THE MATTER OF -

MALUTO SINGO

Appellant

VERSUS

THE STATE

Respondent

ORDER OF COURT

On 12 June 2002 the Constitutional Court made the following order in the above-mentioned case :

1. The order of constitutional invalidity made by the Venda High Court in case no. 138/99 is not confirmed.
2. The omission from section 72(4) of the Criminal Procedure Act 51 of 1977 between the words 'that' and 'his failure' of words 'there is a

reasonable possibility that', is declared to be inconsistent with the Constitution.

3. Section 72(4) of the Criminal Procedure Act 51 of 1977, is to be read as though the words 'there is a reasonable possibility that' appear therein between words 'that' and 'his failure'.

4. The orders in paragraphs 2 and 3 shall not invalidate any application of the reverse onus created by the omission of the words declared to be unconstitutional and invalid unless:

a) verdict of the trial was entered after 27 April 1994; and

b) either an appeal against or review of that verdict is pending or the time for noting such appeal or review has not yet expired.

Thus done at JOHANNESBURG on 18 June 2002

Billewede
S B MADONSELA

PP REGISTRAR: CONSTITUTIONAL COURT

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 856

LABOUR RELATIONS ACT, 1995

MEAT TRADE, GAUTENG: EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995 declare that the Collective Amending Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Meat Trade, Gauteng 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 Trade with effect from 1 July 2002 and for the period ending 30 June 2005.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE

BARGAINING COUNCIL FOR MEAT TRADE GAUTENG

COLLECTIVE AGREEMENT

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

Meat Traders Association Gauteng

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

Meat Distributors and Allied Workers Union South Africa (MDAWUSA)

S A Meat Distributors and Allied Workers' Union

Gauteng Meat Traders Employees' Union

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

being the parties to the Bargaining Council for Meat Trade Gauteng.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Meat Trade in the following Magisterial Districts:

Alberton, Boksburg, Brakpan, Germiston, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, and the area within a 25 km radius of Church Square, Pretoria—

(a) by all employees who are members of the employers' organisation; and by all

(b) employees who are members of the trade unions, and who are engaged or employed in the Meat Trade.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.

(3) The provisions of clauses 1 (1) (a) and (b) 1A, 5 (6) (c) and clause 26 of this Agreement shall not be binding on non-parties.

1A. PERIOD OF OPERATION

This Agreement shall come into operation on such a date fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995 as amended, and shall remain in force until 30 June 2005.

2. DEFINITIONS

Any expressions used in this Agreement, which are defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act. Any reference to an Act shall include any amendments thereto, and unless the contrary intention appears, words importing the masculine gender shall include females, and the singular shall include the plural; unless inconsistent with the context—

"the Act" means the Labour Relations Act, 1995; as amended;

"bookkeeper" means an employee employed to keep books and accounts and records of the establishment, and who is in charge of such books and records up to trial balance or beyond;

"cashier" means an employee in an establishment whose duties are confined to receiving cash for goods purchased;

"cashier and/or invoice clerk" means an employee in an establishment who—

(a) receives cash for goods purchased; and/or

(b) books orders of customers; and/or

(c) assists the bookkeeping under his direction;

"cleaning employee" means an employee engaged exclusively in one or more of the following duties—

- (a) cleaning premises, windows, floors and counters;
- (b) making tea and/or similar beverages for refreshment;

"Council" means the Bargaining Council for the Meat Trade, registered in terms of section 29 (15) (a) of the Act;

"Council's address" means Private Bag X3060, Randburg, 2125;

"establishment" means any premises used for the conduct of the Trade, as defined and shall include such portion of any premises of a multiple commodity store from which the Trade, as defined, is carried on;

"labourer, grade I" means an employee, other than a trainee meat cutting technician, who, under the supervision of a meat cutting technician or an employer who is actually engaged in the work of a meat cutting technician—

- (a) breaks up quarters of beef and carcasses of mutton, lamb, pork and veal into component cuts only;

- (b) may perform the duties of a labourer, grade II;

- (c) may not serve customers; and
- (d) who may not use the tools of the Trade except to make sausages and bone and roll meat;

"labourer, grade II" means an employee engaged exclusively on one or more of the following duties or operations—

- (a) cleaning premises, vehicles, live animals, utensils, implements or machinery;

- (b) loading and unloading goods, carcasses, meat or poultry into or from vehicles;

- (c) delivering letters, messages or goods on foot or by bicycle, tricycle, foot-propelled or hand-propelled vehicle, including mechanically propelled bicycle or tricycle of under 50 cm engine capacity;

- (d) collecting orders and money from customers beyond the establishment;

- (e) sawing up soup meat by bandsaw;

- (f) cleaning and chopping bones;

- (g) cutting up and melting fat for dripping;

- (h) cleaning and grinding tools;

- (i) plucking and dressing poultry;

- (j) pumping meat;

- (k) mincing meat and cutting up meat for the purpose of making sausages and boerewors;

- (l) skinning and cleaning game, calves and other carcasses;

- (m) making tea and/or similar beverages for refreshment;

- (n) the operation of a bandsaw to cut stripped or shin bones (commonly known as dog's or soup bones), provided an exemption has been granted in terms of clause 27 permitting such work;

"manager" means an employee who has qualified as a master meat cutting technician, grade IA, who exercises control over employees in an establishment of an employer and who is responsible to such employer for the efficient operation of such establishment and who may, in addition, perform any work in any such establishment;

"mass measurer and/or pricer" means an employee who mass measures and prices separately wrapped portions of meat prior to sale of such wrapped portions of meat;

"master meat cutting technician, grade IA" means an employee who—

- (a) performs the duties of a meat cutting technician;

- (b) may supervise the work of other employees; and

- (c) who is in possession of a N1 Certificate in Meat Cutting from the Department of Education, has three years experience in the Trade and has obtained a pass mark of at least 80% or higher in a trade test performed by an examiner approved by the Council;

"maternity leave" means the period for which an employee is required to cease working owing to her confinement, such period commencing four weeks prior to and ending 12 weeks after the expected date of delivery;

"meat cutting technician" means an employee who—

- (a) cuts up meat;

- (b) may convert meat carcasses or parts of carcasses into various portions for sale or separate pre-wrapping prior to the sale of such pre-wrapped portions;

- (c) may serve customers;

- (d) may undertake any other work in an establishment;

"meat cutting technician, grade IB" means an employee who—

- (a) performs the duties of a meat cutting technician;

- (b) may supervise the work of other employees; and

(c) is in possession of a N1 Certificate in Meat Cutting from the Department of Education, has a minimum of three years experience in the Trade and has obtained a pass mark of between 70% and 79% in a trade test performed by an examiner approved by the Council;

"meat cutting technician, grade II" means an employee who, under the direction and control of a master meat cutting technician, grade IA or meat cutting technician, grade IB—

(a) converts meat carcasses or parts of carcasses into various portions for separate pre-wrapping prior to the sale of such pre-wrapped portions;

(b) may only perform such work for a period of three years, whereafter he shall be required to undergo a trade test performed by an examiner approved by the Council;

"motor vehicle driver" means an employee engaged in driving a motor vehicle, except as provided in paragraph (c) of the definition of labourer, grade II, for the purpose of collecting or delivering meat and/or other goods and, for the purposes of this definition, includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to perform these duties;

"owner" means a person or company who owns and/or operates an establishment in the Trade and such person or company shall be deemed to be an employer for the purposes of this Agreement;

"public holiday" means any day that is a holiday in terms of the Public Holidays Act, 1994, (Act No. 36 of 1994) or any day declared as such in terms of a proclamation;

"salesperson" means an employee who—

(a) is engaged in the sale of goods pertaining to the Trade in or for an establishment;

(b) mass measures and wraps such goods;

(c) may not cut meat to customers' requirements and/or desired masses;

"secretary" means the secretary of the Bargaining Council for the Meat Trade;

"security officer" means an employee who—

(a) guards the premises and goods of and/or in an establishment in the Trade for Safety against theft; and who

(b) may search an employee or other person or the belongings of such employee or other person;

"shop controller / supervisor" means an employee who—

(a) has qualified as a master meat cutting technician, grade IA or meat cutting technician, grade IB;

(b) supervises the work of other employees in a number of establishments of an employer;

(c) is responsible to such employer for the efficient operation of such establishments; and

(d) may perform any other work in any such establishments;

"Trade" means the trade in which employers and/or their employees are associated with the retail sale of fresh and/or frozen raw meat, including all operations incidental thereto;

"trainee meat cutting technician" means an employee who—

(a) is undergoing a training course for meat cutting technicians in terms of the Council's Training Scheme and Fund Agreement; and

(b) may perform the duties of a meat cutting technician under the supervision of a master meat cutting technician, grade IA or a meat cutting technician, grade IB;

"trainee shop controller/supervisor" means an employee who—

(a) is undergoing a training course for shop controller/supervisor in terms of the Council's Training Scheme and Fund Agreement; and

(b) may assist a shop controller/supervisor in the performance of his duties;

"wage or wages" means the amount of money payable to an employee in terms of clause 3 in respect of his ordinary hours of work as specified in clause 6: Provided that, if an employer regularly pays an employee an amount higher than that prescribed in clause 3 in respect of such ordinary hours of work, it means such higher amount;

"wrapper and/or packer" means an employee who—

(a) packs and wraps meat in packages for the purpose of self service sales and/or stocks self service display units; or

(b) prepares meat and/or carcasses for distribution.

3. REMUNERATION

(1) No employer shall pay and no employee shall accept wages lower than the following:

Per month	2 600,00	Bookkeeper
	1 260,00	Cashier
	1 730,00	Cashier and invoice clerk

Per month	1 080,00	Cleaning employee.....
	1 260,00	Labourer, I.....
	1 210,00	Labourer, II.....
	4 270,00	Manager.....
	1 260,00	Mass measurer and/or pricer.....
	3 950,00	Master meat cutting technician, grade IA.....
	3 440,00	Meat cutting technician, grade IB.....
	1 890,00	Meat cutting technician, II.....
		Motor vehicle driver, the unladen mass of which vehicle together with the unladen mass of any trailer does not exceed—
	1 260,00	450 kg.....
	1 380,00	2 700 kg.....
	1 610,00	4 500 kg.....
	1 910,00	Salesperson.....
	1 610,00	Security officer.....
	6 950,00	Shop controller/supervisor.....
		Trainee meat cutting technician—
	1 230,00	during first year of experience.....
	1 510,00	during second year of experience.....
	1 610,00	during third year of experience.....
	3 440,00	Trainee shop controller/supervisor.....
	1 210,00	Wrapper and/or packer.....

(2) **Differential rates:** An employer who requires or permits an employee of one category to perform the duties of a higher paid category for longer than one hour in any one day, either in addition to his own work or in substitution thereof, shall pay such employee in respect of that day, not less than one sixth of the higher weekly wage prescribed in subclause (1).

4. CALCULATION OF WAGES

(1) **Calculation of weekly wages, daily wages and hourly rate:** For the purposes of calculating the wage of an employee—

- the weekly wages of an employee shall be calculated by dividing the monthly remuneration as prescribed in clause 3 (1) by 4 and one third;
- the daily wages of an employee shall be calculated by dividing the weekly wages as calculated in subclause (1) (a) by six;
- the hourly rate of an employee shall be calculated by dividing the weekly wage as calculated in subclause (1) (a) by 45, being the number of ordinary hours as prescribed in clause 6 (1).

5. PAYMENT OF REMUNERATION

(1) The payment of remuneration as prescribed in clause 3 (1) and payment of overtime in terms of clause 8, shall be paid in full by the employer to the employee not later than the last day of each month or on termination of employment, if termination takes place before the ordinary pay day of such employees.

(2) Remuneration shall be contained in an envelope or other container accompanied by a statement showing—

- the name of the employer;
- the employee's name, number, if applicable, and job category or occupation;
- the period for which remuneration is being paid;
- total hours worked;
- breakdown of remuneration due in respect of ordinary hours and overtime hours worked;
- amounts deducted.

(3) The employer shall require each employee to sign a wage register as proof of receipt of remuneration accepted by such employee, and such wage register shall be kept on the premises at all times.

(4) No employee shall be required, as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer.

(5) An employer shall not require his employee to purchase any goods from him or from any establishment, place or person nominated by him.

(6) No fines or deductions of any kind shall be made from the remuneration of any employee, other than the following:

- When an employee is absent from work without permission or is not entitled to pay in terms of clause 12 (2), a pro rata amount for such period of absence may be deducted;
- Council funds in terms of clause 22; Sick Benefit Fund contributions in terms of clause 23, Retirement Fund contributions in terms of clause 24; contributions to Group Funeral Scheme in terms of clause 25 shall be deducted;

- (c) trade union subscriptions in terms of clause 26 shall be deducted;
- (d) any amount which an employer is legally, or in terms of an order of any competent court, required or permitted to deduct shall be deducted;
- (e) deductions in terms of clause 15 (2) (c) may be deducted;
- (f) any amount which is owing to the employer by the employee may be deducted: Provided that such deduction shall not exceed one third of the total amount due to the employee in terms of clauses 3 (1) and 8.

6. ORDINARY HOURS OF WORK

- (1) **Ordinary hours of work:** The ordinary hours of work of an employee, to be decided by the employer, shall not exceed—

- (a) 45 hours per week;
- (b) nine hours on any day if the employee works for five days or less per week;
- (c) eight hours on any day if the employee works on more than five days per week.

7. COMPRESSED WORKING WEEK

- (1) An agreement in writing may require or permit an employee to work up to 12 hours per day, inclusive of meal intervals required in terms of clause 9, without receiving overtime pay.
- (2) An agreement in terms of subclause (1) may not require or permit an employee to work—

- (a) more than 45 ordinary hours of work in any week;
- (b) more than 10 hours overtime in any week; or
- (c) on more than five days in any week.

8. OVERTIME AND PAYMENT OF OVERTIME

- (1) For the purposes of this clause all time worked by an employee in excess of 45 hours from Monday to Saturday, shall be deemed to be overtime worked by such employee:

- (a) An employer shall not require an employee to work overtime for more than—

- (i) three hours on any day;
- (ii) 10 hours in any week.
- (b) An employer shall pay an employee who works overtime at a rate of not less than—

- (i) one and a half times his hourly wages in respect of each hour or part of any hour so worked on any day from Monday to Saturday (both days included);
- (ii) double his hourly wages in respect of each hour or part of any hour so worked on any Sunday or public holiday;

- (c) Despite subclause (b) (ii), an employer shall pay an employee who ordinarily works on a Sunday, in terms of a written agreement between the employer and employee, at a rate of one and a half times the employee's wage for each hour worked.

9. MEAL INTERVALS

- (1) An employer shall grant to his employees—

- (a) a meal interval of not less than 1 hour after a continuous period of five hours worked within an interrupted interval: Provided that, for the purpose of this paragraph, periods of work uninterrupted by an interval of less than one hour shall be deemed to be continuous.

10. REST INTERVALS

- (1) An employer shall grant to his employees—

- (a) a rest interval of not less than 10 minutes each, as near as practicable, in the middle of each five hour period worked and during each second work period of the day, such intervals being deemed to be part of the ordinary hours of work.

11. ANNUAL LEAVE

- (1) (a) Every employee, other than an employee referred to in paragraph (b), who has completed one or more consecutive years' employment in the same establishment or with the same owner shall be given—

- (i) 21 consecutive days leave of absence on full pay on completion of each year of employment, or
- (ii) by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;
- (iii) by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid;

(iii) by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid: Provided that where an employee has been employed by any group of companies, the close corporations or partnerships in which there is a director/directors, member/members or partners, the Council may direct that such employment be deemed to be employment with a single establishment.

(b) An employee who has completed 10 or more consecutive years' employment in the same establishment or with the same owner shall be given—

- (i) 28 consecutive days leave of absence on the completion of each year of employment; or
- (ii) by agreement, one day of annual leave on full remuneration for every 13 days on which the employee worked or was entitled to be paid;
- (iii) by agreement, one hour of leave on full remuneration for every 13 hours on which the employee has worked or was entitled to be paid: The proviso to paragraph (a) above shall apply in respect of this paragraph.
- (2) In the case of an employee who has completed any qualifying period of employment, leave of absence shall be calculated from the date of employment or from the date the employee's last annual leave had accrued to him: Provided that if a public holiday occurs while an employee is on leave, such public holiday shall be added to the said period as a further period of leave on full pay.
- (3) The time when annual leave is to be taken is to be fixed by the employer and, if the employer has not granted leave due to an employee at an earlier period, such leave shall commence within one month after the termination of a year's service.
- (4) Annual leave may not run concurrently with any period of sick leave as provided in terms of clauses 12 or with any period of notice of termination of employment in terms of clause 15 of this Agreement.
- (5) Upon termination of employment, an employer shall pay his employee—

- (a) full pay in respect of accrued annual leave at the remuneration the employee was receiving when his leave became due but which had not been granted before termination of employment; and be calculated as follows:
- (b) in the case of an employee referred to subclause (1) (a), weekly wages divided by four and multiplied by the amount of months of employment in the same establishment or with the same owner, calculated from the date of the employee's last qualifying period of annual leave; or
- (c) in the case of an employee referred to subclause (1) (b), weekly wages divided by three and multiplied by the amount of months of employment in the same establishment or with the same owner, calculated from the date of the employee's last qualifying period of annual leave.
- (6) For the purposes of this clause, the expression "employment" includes any period or periods during which an employee is—

- (a) absent from work on leave in terms of subclause (1);
- (b) absent from work on the instructions or at the request of his employer;
- (c) absent from work on sick leave in terms of clause 12 of this Agreement;
- (d) absent from work with the consent or condonation of his employer;
- (e) absent from work on maternity leave: Provided that in the case of paragraphs (a), (b), (c) and (d) such absence may not exceed 10 weeks.
- (7) Every employer shall pay an employee to whom leave has been granted in terms of subclause (1), his pay in respect of the period of leave, not later than the last working day before the commencement of the employee's leave.
- (8) No employee may perform any work in any trade or occupation while on annual leave granted in terms of this Agreement.
- (9) Notwithstanding anything to the contrary contained herein, an employer who is required to grant an employee annual leave in terms of subclause (1) may require such employee to accept payment in lieu of six work days of his annual leave entitlement.

12. SICK LEAVE

- (1) An employer shall grant an employee who is absent from work through incapacity
 - (a) in the case of an employee who works not more than five days per week, not less than 30 days sick leave, in the aggregate on full pay, during each period of 36 consecutive months of employment: Provided that during the first 12 months of employment an employee shall only be entitled to sick leave on full pay at a rate of one working day for every 26 days worked; or
 - (b) in the case of any other employee, not less than 36 work days sick leave, in the aggregate on full pay, during each period of 36 consecutive months of employment: Provided that during the first 12 months of employment such employee shall only be entitled to sick leave on full pay at a rate of one working day for every 26 days worked.
- (2) An employer may, prior to the payment of any claim for sick leave in respect of two consecutive work days or any one work day before or after a Sunday or public holiday, require an employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity.
- (3) For the purposes of this clause, the expressions—
 - (a) "employment" includes any period or periods during which an employee is absent from work—
 - (i) on leave in terms of clause (11) of this Agreement;
 - (ii) on the instructions or at the request of his employer;

- (1) An employer or an employee who wishes to terminate a contract of employment, shall give—
 - (a) during the first four weeks of employment not less than 24 hours notice of termination of contract;
 - (b) at any time after the completion of four weeks of employment, not less than one week notice of termination of contract in the case of weekly paid employees and, in the case of monthly paid employees, not less than two weeks notice of termination of contract.

15. TERMINATION OF CONTRACT OF EMPLOYMENT

- (7) A collective agreement may vary the number of days and the circumstances under which leave is to be granted in terms of this section.
- (6) An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
- (5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in subclause (2) for which the leave was required.
- (4) An employee may take family responsibility leave in respect of the whole or part of a day.
 - (b) on the employee's usual payday.
 - (a) the wage the employee would ordinarily have received for work on that day; and
- (3) Subject to clause (5), an employer shall pay an employee for a day's responsibility leave—
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parents, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (2) An employer shall grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take—
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick; or
 - (c) in the event of the death of—
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parents, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (1) This clause applies to an employee—
 - (a) who has been in employment with an employer for longer than four months; and
 - (b) who works for at least four days per week for that employer.

14. FAMILY RESPONSIBILITY LEAVE

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

13. MATERNITY LEAVE

- (b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct or negligence: Provided that any inability to work caused by an accident for which compensation is payable under the Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), means incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.
- (viii) on sick leave in terms of subclause (1);
- (iv) with the consent or condonation of his employer;
- (v) on maternity leave: Provided that in the case of paragraphs (i), (ii), (iii) and (iv) such absence may not exceed 10 weeks;

(2) Any notice given in terms of subclause (1) does not effect—

- (a) the right of an employer or employee to terminate the contract without notice for any cause recognized by law as sufficient;

- (b) any written agreement between an employer and his employee which provides for the period of notice to be longer than prescribed in this clause;

- (c) the right of an employer to withhold, from moneys owing to the employee, an amount not more than that which the employee would have to pay in lieu of notice, where the employee terminates his employment without notice and the employee shall be deemed to be exonerated in respect of his failure to give the required notice of termination of employment.

- (3) Where there is an agreement in terms of subclause 2 (b), the payment in lieu of notice shall be the equivalent of the period of notice agreed upon.

- (4) Notice as prescribed in subclause (1) may be given on any workday: Provided that—

- (a) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 11;
- (b) if an employee is absent on paid sick leave in terms of clause 12, notice cannot be given if the employee's absence is supported by a certificate signed by a registered practitioner confirming the nature and duration of the employee's incapacity, and such medical certificate is lodged with the employer within three days of the commencement of such absence and before 14 days has passed since the commencement of such paid sick leave.

16. SEVERANCE PAY

- (1) For the purposes of this clause, "operational requirements" means requirement based on the economic, technological, structural or similar needs of an employer.

- (2) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, calculated in accordance with clause 4.

- (3) An employee who unreasonably refuses to accept the employers' offer of alternative employment with that employer or any other employer, is not entitled to severance pay, in terms of subclause (2).

- (4) The payment of severance pay in compliance with this clause does not affect an employee's right to any other amount payable according to law.

17. CERTIFICATE OF SERVICE

On termination of employment, an employee is entitled to a certificate of service, free of charge, showing the employer's name and address, the occupation, period of service and wage of the employee, at the time an employee leaves the employer's service.

18. EMPLOYMENT OF CHILDREN

No employer shall employ any child under the age of 15 years or who is under the minimum school leaving age in terms of any law if this is 15 years or older.

19. INDUSTRIAL ACTION

No person bound by the provisions of this Agreement shall engage in or participate in a strike or lock out or any conduct in furtherance of a strike or lock out in respect of any matter regulated by this Agreement for its duration.

20. LEVELS OF BARGAINING

The Council shall be the forum for negotiating all matters regulated by or pertaining to this Agreement.

21. REGISTRATION WITH COUNCIL

- (1) Every owner shall ensure that each establishment he owns or operates in the Trade is registered with the Council by forwarding particulars to the Secretary of the Council within 14 days of entering or commencing operations in the Trade, in the form prescribed by the Council from time to time.

- (2) Every owner shall ensure that every employee in any establishment, which he owns or operates in the Trade, is registered with the Council by forwarding full particulars to the Council in the form prescribed by the Council within 14 days of the commencement of employment of the employee.

- (3) Notwithstanding subclauses (1) and (2), it shall not be necessary for an owner to effect registration in terms of this clause in respect of any establishment or employee which he has already registered with the Council or which is deemed by the Council to be registered in terms of the Council's previous Agreement, prior to amalgamation.

- (4) In the event of a dissolution or a change of partnership, or change in directorate of the company, or change of ownership, or resignation of employee, every owner shall forward full particulars of the change or changes to the Secretary in writing within 14 days of the date thereof.

22. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

- (a) Every employer shall, in respect of each and every establishment he owns or conducts, pay a monthly levy of R30,00;
- (b) every employer shall deduct R15,00 per month from the wage payable to every employee and add to such deduction an equivalent amount;
- (c) the employer shall ensure that the above amounts are received at the Councils' address by no later than the 10th day of each succeeding month, together with the form prescribed by the Council.

23. SICK BENEFIT FUND

- (1) The operation of the Fund established under Government Notice R. 1187, dated 9 July 1971, and known as "The Sick Benefit Fund for Retail Meat Trade" or the "Fund" is hereby continued.
- (2) The Fund shall consist of—
 - (a) moneys accruing from contributions as prescribed in subclause (1);
 - (b) interest on investments;
 - (c) any other money to which the Fund may become entitled.
- (3) The objects of the Fund shall be to grant benefits to members in accordance with the Rules of the Fund as determined from time to time by the council in relation to—
 - (a) assisting members with medical and surgical attention designed to promote or preserve good health of them or their dependents;
 - (b) entering into arrangements, if deemed necessary, by way of contract or contracts with medical practitioners, specialists, hospitals, nursing homes or any organisations providing medicines or medical or pharmaceutical services, any registered insurance company or companies or any organisation engaged in providing similar benefits;
 - (c) doing all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects.

(4) Membership of the Fund:

- (a) Membership of the Fund is compulsory for all employees other than a cashier, labourer I or II, mass measurer and/or pricer, wrapper and/or packer and driver (450 kg);
- (b) Employers who are members of the Employers Organisation are eligible for voluntary membership of the Fund in terms of the Rules of the Fund.
- (5) Every member referred to in subclause (4) shall—
 - (a) complete the form prescribed by the Council, and lodge such completed form with the Secretary within 14 days of the date employment in or re-entering the Trade; and
 - (b) provide any additional information or documentary evidence as the Council may require.
- (6) The Council may, in its discretion, admit any person for whom membership is not compulsory in terms of subclause (4) to voluntary membership of the Fund in terms of the Rules of the Fund.
- (7) Membership shall terminate—
 - (a) concurrently with the termination of employment in the Trade in the case of a member referred to in subclause (4);
 - (a): Provided that the Council may permit such member to retain his membership as if he were a voluntary member in terms of subclause (6) and under such conditions as the Council may determine;
 - (b) by one month's notice, in writing, being given by either the Council or a voluntary member referred to in subclause (6);
- (8) Any ex-member of the Fund shall not be entitled to any benefits subsequent to the date on which the last contribution was received by the Council.
- (9) Any ex-member re-admitted to membership of the Fund, is to be regarded as an entirely new member unless otherwise decided by the Council.
- (10) Contributions to the Fund shall be payable in respect of membership for—
 - (a) each completed calendar month of employment with an employer or voluntary membership of the Fund, as the case may be;
 - (b) part of a month of employment with an employer being not less than 15 days in any month: Provided that if an employee has been employed by more than one employer in any month and employment with the current employer terminated before the 15th day of the month, the current employer is responsible to deduct and pay over the full contribution due: Provided further that if employment with the last employer commenced on or before the 15th day of the month, the last employer is responsible to deduct and pay contributions payable.

- (11) (a) Every employer shall deduct half the amount detailed in the schedule below from the wages payable to each employee referred to in subclause 4 (a) and add to it the other half of the amount detailed in the said schedule: Provided that in the case of a trainee meat cutting technician the employer shall pay the full contribution, ie no deduction may be made from the wages of any trainee meat cutting technician;
- (b) The employer shall ensure that contributions, as detailed in the Schedule below, are received at the Council's address by no later than the 10th day of each succeeding month together with the form prescribed by the Council.

SCHEDULE

Monthly salary				Membership category	
				R1 000-R1 500	R1 501-R4 000
				R572,20	R620,20
				R740,20	R806,20
				R752,20	R824,20
				R776,20	R848,20
				R800,20	R872,20
					R944,20
				Single member	
				Member + 1 dependant	
				Member + 2 dependants	
				Member + 3 dependants	
				Member + 4 or more	
				Single pensioner	R300
				Pensioner + 1 dependant	R432
				Pensioner + 2 dependants	
				Members of Hospital Plan only	R224,20
				All Accident Plan	R 72,80
				Additional to applicable contribution in Table A	

- (12) The Council shall administer the Fund in accordance with the Rules of the Fund, which Rules may not be inconsistent with the provisions of this Agreement or the Act and shall, *inter alia*, prescribe—

- (a) the Fund's benefits and the qualifications attaching thereto;
- (b) the procedure for lodging claims and the payment of claims;
- (c) any other matter the Council may decide.
- (13) The Council may, at any time, alter or repeal any existing Rules of the Fund or make new rules and every member of the Fund may request a copy of the Rules and amendments.
- (14) The Council shall lodge copies of the Rules of the Fund and any amendments thereto with the Director General of the Department of Labour.
- (15) All money received by the Council on behalf of the Fund shall be deposited in a separate banking account in the name of the Fund.
- (16) All payments from the Fund shall be by cheque drawn on the Fund's account and signed by two authorised signatories.
- (17) All expenses incurred in connection with the administration of the Fund are to be charged to the Fund.

24. RETIREMENT FUNDS

- (1) The operation of the Pension Fund for Retail Meat Trade, "the Pension Fund", established under Government Notice R. 977 dated 8 May 1991 and the Meat Trade Provident Fund, "the Provident Fund", Fund No. 12/8/32928/1, are hereby continued.
- (2) Membership of one of the Funds as detailed in subclause (1) is compulsory for all employees, subject to the Rules of the Funds. If an employee works for three days a week or less membership of the fund is not compulsory.
- (3) Contributions are payable in respect of—

- (a) each completed calendar month of employment; or
- (b) part of a month of employment with an employer being not less than 15 days in any month: Provided that if an employee has been employed by more than one employer in any month and employment with the last employer commenced on or before the 15th day of the month, the last employer is responsible to deduct and pay over the full contribution due: Provided further that if employment with the previous employer terminated after the 15th day of the month, the previous employer is responsible to deduct and pay over the full contribution payable.

- (1) All applications for exemption shall be in writing, addressed to the Secretary of the Council for consideration.
- (2) All applications for exemption shall be substantiated, and such substantiation shall include the following details—
 - (a) The period for which the exemption is required;
 - (b) the clauses and subclauses of the Agreement from which exemption is required;
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives and the responses resulting from such consultation, either in support of or against the application, are to be included with the application.
- (3) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next executive committee meeting of the Council, for comment and consideration.
- (4) If the application for exemption is refused by the Council, the applicant can lodge an appeal against the Council's decision.
- (5) In terms of section 32 of the Act, the Council hereby establishes an independent body, i.e. the independent body established by the National Association of Bargaining Councils, to hear and decide, as soon as possible, an appeal brought against—
 - (i) the Council's refusal of an application for exemption from the provisions of this Agreement.
 - (ii) the withdrawal of such an exemption by the Council.
- (6) The Secretary of the Council shall then provide the Independent Body with details of all the appeals brought against the Council's refusal of an exemption.
- (7) The Independent Body shall hear and decide on any appeal brought against the Council's refusal of an exemption and, may interview applicants or any objectors at its following meeting: Provided that the Independent Body may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

27. EXEMPTIONS

Every employer shall deduct trade union subscriptions payable to a party trade union by a member of the trade union from the wages of every trade union member and the employer shall ensure that the subscription is received at the Council's address by no later than the 10th day of each succeeding month together with the form specified by the Council.

26. TRADE UNION SUBSCRIPTIONS

- (1) Membership of the Group Funeral Scheme is compulsory for all employees, other than a cashier, labourers, grade I and grade II, mass-measurer and/or pricer, wrapper and/or packer and casual employee, who are eligible for membership of any trade union which is a party to the Council and who has not reached the age 65 years.
- (2) For the purpose of providing members of the Fund with benefits, every employer shall, in respect of each month, deduct R17,00 from the wages payable to such members and add to such deduction an amount of R5,00.
- (3) Every employer shall ensure that the amounts referred to in subclause (2) are received at the Council's address by no later than the 10th day of each succeeding month together with the form specified by the Council.
- (4) The moneys received in terms of subclause (3) shall be transmitted by the Secretary to a registered assurance company in respect of and on behalf of each member to cover each member for benefits as provided for in the group policy, and subject to the terms and conditions specified therein. A copy of the policy shall be lodged with the Director General of Labour.

25. GROUP FUNERAL SCHEME

- (1) Notwithstanding anything to the contrary contained herein, membership of the Funds referred to in subclause (1) is available to employers and/or directors of employers, in the Trade and in the Council's discretion.
- (2) Benefits or refundable moneys in terms of this clause, which remain unclaimed for a period of two years from the date on which they became payable or refundable, shall accrue to the funds of the Council: Provided that the Council shall be liable for payment from Council funds of any such moneys claimed during a further period of three years after such accrual to the Council's funds. Should the Council be dissolved within any or either of the periods mentioned herein and notwithstanding anything to the contrary contained in this clause, such moneys shall accrue to the Council's general funds three months after such dissolution.
- (3) The Council shall be responsible for dealing with all matters arising from or in connection with the payment of premiums to registered assurance companies in respect of and on behalf of each employee and in connection with benefits of each employee.
- (4) For the purpose of providing members of the Funds with benefits, every employer shall deduct five percent of the prescribed wage from the wages payable to each employee and add to it five percent of the prescribed minimum wage. In the event of an employee who works on three days per week or less, and such employee elects to be a member of the retirement funds, the employer shall deduct three percent of the specified minimum wage from the wages payable to an employee and add to it three percent of the specified minimum wage.
- (5) The employer is responsible to ensure that the amounts prescribed in subclause (4) are received at the Council's address no later than the 10th day of each succeeding month, together with the form prescribed by the Council.
- (6) The Council shall be responsible for dealing with all matters arising from or in connection with the payment of premiums to registered assurance companies in respect of and on behalf of each employee and in connection with benefits of each employee.
- (7) Notwithstanding anything to the contrary contained herein, membership of the Funds referred to in subclause (1) is available to employers and/or directors of employers, in the Trade and in the Council's discretion.

- (8) Once the Independent Body has decided to grant an exemption, it shall advise the Council within 14 days of the date of its decision and the Secretary shall issue a certificate to the applicant(s) within 14 days of receipt of the Independent Bodies decision.
- (9) When the Independent Body decides against granting an exemption or part of an exemption requested, it shall advise the Council within 14 days of date of such decision and shall provide the reason or reasons for not granting an exemption and the Secretary shall inform the applicant(s) accordingly within 14 days.
- (10) **Exemption criteria:** The Independent Body shall consider all applications for exemption with reference to the following criteria:

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

28. EXHIBITION OF AGREEMENT

Every owner shall keep a legible copy of this Agreement in his establishment at all times, and—

- (1) make that copy available for inspection by any employee; and
- (2) give a copy to an employee who has paid the prescribe fee.

29. RESOLUTION OF DISPUTES

29A. GENERAL DISPUTE SETTLEMENT PROCEDURE

- (1) Functions to be performed by the Council in terms of this Agreement, shall be performed by the Secretary. The Secretary may delegate any of his/her functions and responsibilities as set out in this Agreement.
- (2) Any notice or service required in terms of this Agreement may be given by means of telefax, hand delivery or registered post.

- (3) The Council may be a party to a dispute, which is processed in terms of this Agreement.
- (4) Without in any way detracting from the rights and obligations emanating from this Agreement, it shall be interpreted and applied in a manner that promotes effective dispute resolution.
- (5) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a Collective Agreement.

29B. DISPUTES CONCERNING INTERPRETATION OF THIS AGREEMENT

Any dispute about the interpretation or application of this Agreement shall be referred to the Council and shall be resolved as follows:

- (a) Any dispute in terms of this Agreement shall be referred to the Council in writing. The Council shall attempt to resolve the dispute through conciliation using a suitably qualified conciliator. Within 14 days of such conciliation, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved;
- (b) If the Council fails to resolve the dispute or if any party is aggrieved by the Council's decision referred to in paragraph (a), it may within 7 days of the decision request that the dispute be referred to arbitration;
- (c) Should the dispute be referred for arbitration, the Council shall appoint an arbitrator and all proceedings will be subject to the provisions of the Labour Relations Act, 1995, as amended. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall, in its discretion, be entitled to make an award in respect of the parties' arbitration costs, in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding.

29C. DISPUTES CONCERNING DISMISSALS

- (a) Any dispute that relates to the dismissal of one or more employees and that is referred to the Council shall be dealt with in terms of this clause. Any such dispute shall be referred to the Council, in writing within 30 days of the date of dismissal: Provided that the Council may condone a late referral of such a dispute on good cause shown.

(b) The party referring the dispute shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute. This service shall be effected by means of telefax, hand delivery or registered post.

(c) The Council shall arrange a meeting within 30 days of receipt of notification of the dispute for the purpose of attempting to resolve the dispute through conciliation.

(d) If the Council fails to resolve the dispute or if any party is aggrieved by the Council's decision referred to in paragraph (a), it may within 7 days of the decision request that the dispute be referred to arbitration;

(e) Should the dispute be referred for arbitration, the Council shall appoint an Arbitrator and all proceedings will be subject to the provisions of the Labour Relations Act, 1995, as amended. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall, in its discretion, be entitled to make an award in respect of the parties' arbitration costs, in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding.

29D. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

The Council shall take all reasonable steps to ensure compliance with this Agreement. If, whether through its own investigations or through any other source, it appears as if the provisions of this Agreement have been breached then the following procedure shall apply to enforce compliance:

- (a) The Secretary of the Council may request a designated agent to investigate the alleged breach.
- (b) If, on completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the designated agent may issue a compliance order, which calls upon a person or party to comply in a specified manner and in within a specified time period, with the terms of this Agreement.
- (c) At the end of the investigation, the designated agent shall submit a report to the Secretary of the Council as to the result of the investigation, the steps taken to secure compliance with this Agreement through conciliation and the outcome thereof.
- (d) On receipt of the report, the Secretary may—
 - (i) require the designated agent to make further investigations; or
 - (ii) refer the matter to arbitration in terms of this Agreement; or
 - (iii) take such other steps as may be deemed reasonable.
- (e) If the Secretary of the Council decides to refer the matter to arbitration, he shall appoint an arbitrator to hear and determine the alleged breach of this Agreement.
- (f) The Secretary of the Council shall decide the date, time and venue of the arbitration hearing.
- (g) The Secretary of the Council shall serve notices of the date, time and venue of the arbitration on all the parties who may have legal interest in the outcome of the arbitration. Any party who has legal interest in the outcome of the arbitration shall have the right to—
 - (i) give evidence;
 - (ii) call witnesses;
 - (iii) question witnesses of any other party;
 - (iv) address concluding arguments to the arbitrator;
 - (v) be represented by—
 - (aa) legal practitioner; or
 - (ab) an office bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.

- (h) The arbitrator shall have the following powers:
 - (i) To determine whether there has been a breach of the Agreement;
 - (ii) to make any appropriate award that gives effect to the Agreement and ensures compliance therewith;
 - (iii) to determine the appropriate form of and procedure to be followed at the arbitration proceedings;
 - (iv) to make any order as to costs that he deems appropriate and where the Act provides for such an order to be made or for the Council to recover its costs or providing the arbitration service and the arbitrator shall make a costs order against the party concerned which shall, as a minimum, cover the Council's cost of dealing with the dispute;
- (v) to make an award in the absence of a party who is alleged to have breached the Agreement if—
 - (i) the party fails to appear in person or be represented at the arbitration proceedings;
 - (ii) proof is presented that such party has been notified of the proceedings;
 - (iii) *prima facie* evidence has been presented to the arbitration that the party in question has failed to comply with this Agreement.
- (vi) to vary, rescind or amend an arbitration award made by him or any other arbitrator on good cause shown, without limiting the generality hereof, the arbitrator shall have this power if—

- (i) the award erroneously sought or erroneously made in the absence of any party affected by the award;
- (ii) the award is ambiguous or contains an obvious error or omission, but only to the effect of that ambiguity, error or omission;
- (iii) the award was granted as a result of a mistake common to the parties to the proceedings;
- (vii) to subpoena witnesses to attend a hearing, if necessary.
- (i) The Council shall serve any award made by the arbitrator together with any reasons on all interested parties.
- (j) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court in terms of section 158 (1) of the Act.

30. AGENTS

- (1) The Council may appoint one or more specified persons as Agents to assist the Council to enforce this Agreement.
- (2) The Council may apply to the Minister in terms of section 33 of the Act to appoint any person as a designated agent and, if appointed as a designated agent, such person shall have all the powers conferred on a Commissioner by section 142, read with changes to the text, except the powers conferred by section 142 (1) (c) and (d). For the purpose of this subclause, any reference in section 142 of the Act to the director shall be read as a reference to the Secretary.

31. ACCOUNTING AND AUDITS

The Council shall ensure that proper books of account and records are kept in respect of the funds of the Council and each Fund administered by it, in accordance with sections 53 and 54 of the Act and the Council's Constitution.

Thus done and signed at Johannesburg on this day of February 2002.

E. M. P. BIELOVICH

Chairman of the Council

G. S. KOK

Vice-Chairman of the Council

C. DEACON

For the Secretary of the Council

E. M. P. BIELOVICH

Chairman of the Meat Traders Association (Gauteng)

E. T. SELORO

Secretary of the Meat Distributors and Allied Workers Union (South Africa)

P. KESWA

Secretary of the South African Meat Distributors and Allied Workers Union

G. S. KOK

Secretary of the Gauteng Meat Traders Employees Union

No. R. 856

28 Junie 2002

WET OP ARBEIDSVERHOUDINGE, 1995

VEISBEDRYF, GAUTENG: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe wysigingsooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Veisbedryf, Gauteng 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 Bedryf, met ingang van 1 Julie 2002 en vir die tydperk wat op 30 Junie 2005 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

BEDINGINGSRAAD VIR DIE VEISBEDRYF (GAUTENG)

KOLLEKTIEWE OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995 gesluit deur en aangegaan tussen die

Meat Traders Association Gauteng

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Meat Distributors and Allied Worker's Union South Africa (MDAWUSA)

S A Meat Distributors and Allied Workers' Union

Gauteng Retail Meat Traders Employees' Union

(hierna die werknemers" of die "vakbonde" genoem), aan die ander kant,

wat die partye is by die Bedingingsraad vir die Vleisbedryf (Gauteng)

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie ooreenkoms sal in die Vleisbedryf in die volgende landdrosdistrikte nagekom word:

Alberton, Boksburg, Brakpan, Germiston, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, en die area binne 25 km radius vanaf Kerkplein, Pretoria—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en

(b) deur alle werknemers wat lede van die vakbonde is, en wat by die Vleisbedryf betrokke of daarin werksaam is;

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) Klousule 1 (1) (a) en (b) 1A, 5 (6) (c) en klousule 26 van hierdie Ooreenkoms is nie bindend vir die partye nie.

1A. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op datum deur die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasgestel en bly van krag tot 30 Junie 2005.

2. WOORDOMSKRYWING

Alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1995, omskryf word, het dieselfde betekenis as in die Wet. Enige verwysing na 'n Wet omvat alle wysigings daarvan en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; en die enkelvoud sluit die meervoud in, en tensy strydig met die samehang beteken—

"die Wet" die Wet op Arbeidsverhoudinge, 1995, soos gewysig;

"boekhouer" 'n werknemer wat in diens is om die boeke, rekenings en registers van die bedryfsinrigting te hou, en wat verantwoordelik is vir sodanige boeke en registers tot by die proefbalans of verder;

"kassier" 'n werknemer in 'n bedryfsinrigting wie se pligte beperk is tot die neem van kontant vir goedere gekoop;

"kassier en faktuurklerk" 'n werknemer in 'n bedryfsinrigting wat—

(a) kontant ontvang vir goedere verkoop; en/of

(b) bestellings neem vir kliente; en/of

(c) die boekhouer help onder sy leiding;

"skoonmaker" 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:

(a) skoonmaak van persele, vensters, vloere en toonbanke;

(b) tee of soortgelyke drankie maak;

"Raad" die Bedingingsraad vir die Vleisbedryf (Gauteng), geregistreer ingevolge seksie 29 (15) (a) van die Wet;

"Raad se adres" Privaatsak X3060, Randburg, 2125;

"bedryfsinrigting" 'n perseel wat gebruik word vir die werksaamhede van die bedryf, soos omskryf, en omvat die gedeelte van 'n perseel van 'n verskeidenheidswinkel waarin die bedryf, soos omskryf, uitgeoefen word;

"arbeider graad I" 'n werknemer, uitgesonderd 'n leerlingvleissnytegnikus, wat onder toesig van 'n vleissnytegnikus of 'n werkgewer wat werklik die werk van 'n vleissnytegnikus doen:

(a) beeskwarte en karkasse van skape, lamms, varke en kalwers verdeel slegs in die samestellende stukke;

(b) wat daarbenevens die pligte van 'n arbeider, graad II kan uitvoer;

(c) nie kliente mag bedien nie;

(d) wat nie toegelaat word om die bedryfstoerusting te gebruik nie, behalwe om wors te maak, vleis te ontbeen en vleisrolle te maak nie;

"arbeider graad, II" 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:

(a) persele, voertuie, lewende diere, werktuie, gereedskap of masjinerie skoonmaak;

(b) goedere, vleis of pluimvee in voertuie laai of daarvan aflaai;

(c) briewe, boodskappe of goedere per voet of per fiets, driewiel of voetaangedrewe of handaangedrewe voertuig, met inbegrip van 'n meganiese aangedrewe fiets of driewiel met 'n enjinkapasiteit van meer as 50 cm, aflewer of vervoer;

(d) bestellings neem en geld in order van kliente buite die bedryfsinrigting;

(e) sopvleis met 'n handsaag opsag;

(f) bene skoonmaak en stukkend kap;

(g) vet vir braaivet opsnij en smelt;

(h) gereedskap skoon- en skerpmak;

(i) pluimvee pluk en skoonmaak;

(j) vleis pomp;

(k) vleis maal en vleis opsnij om gemaal te word en om wors en boerewors te maak;

(l) wild, kalwers en ander karkasse afslag en skoonmaak;

(m) tee of soortgelyke drankte maak;

(n) die gebruik van 'n bandsaag om skoonmaakbende of skenkels (algemeen bekend as hande- of sopbene) te saag, mits rystelling ingevolge klousule (27) verleen is om sodanige werk toe te laat;

"bestuurder" 'n werknemer wat gekwalifiseer het as 'n meester/vleisstechnikus, Graad IA, wat beheer uitoefen oor werknemers in 'n bedryfsinrigting van 'n werkgever en wat aan sodanige werkgever verantwoordelik is vir die doeltreffende werking van sodanige bedryfsinrigting en wat daarbenewens enige werk in so 'n bedryfsinrigting kan verrig;

"massameter en/of prysbepaler" 'n werknemer wat die massa en prys van afsonderlik toegedraaide stukke vleis bepaal voordat sodanige toegedraaide stukke vleis verkoop word;

"meester vleisstechnikus, graad IA" 'n werknemer wat—

(a) die take van 'n vleisstechnikus uitvoer;

(b) mag toesig hou oor die werk van ander werknemers; en

(c) wie is besit is van 'n N1 Sertifikaat in Vleissnykunde van die Departement van Onderwys, drie jaar onderverinding in die bedryf het en 'n slaagsyfer van ten minste 80% of hoër in 'n bydryfstoets behaal het wat deur 'n eksaminator gedoen is wat deur die Raad goedgekeur is;

"kraamverlof" die tydperk wat 'n werknemer moet ophou werk as gevolg van haar bevaling; welke tydperk beging vier weke voor en eindigend 12 weke na die verwagte datum van die bevaling;

"vleisstechnikus" 'n werknemer wat—

(a) vleis opsnij;

(b) vleiskarkasse of gedeeltes van karkasse mag omskep in verskillende posies vir verkope of voordat toegedraaide stukke losmaak voordat sulke toegedraaide stukke verkoop word;

(c) kliente mag bedien;

(d) enige ander werk in die bedryfsinrigting mag doen;

"vleisstechnikus, graad IB" 'n werknemer wat—

(a) die take van 'n vleisstechnikus uitvoer;

(b) toesig mag hou oor die werk van ander werknemers; en

(c) in besit is van 'n N1 Sertifikaat in Vleissnykunde van die Departement van Onderwys, ten minste drie jaar onderverinding in die bedryf het en wat 'n slaagsyfer van tussen 70% en 79% behaal het in 'n toets gedoen deur 'n eksaminator wat deur die Raad goedgekeur is;

"vleisstechnikus, graad II" 'n werknemer wat onder die leiding en beheer van 'n meester/vleisstechnikus, graad IA of 'n vleisstechnikus, graad IB—

(a) verskillende stukke opsnij sodat die afsonderlik voordat toegedraai kan word voordat toegedraaide stukke verkoop word;

(b) wat sodanige werk vir 'n tydperk van slegs drie jaar kan doen, waarna hy 'n ambagstoets soos deur die Raad voorgeskryf, moet aflê;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, uitgesonderd soos anders in paragraaf (c) van die omskrywing van 'n arbeider, graad II, bepaal, met die doel om vleis en/of ander goedere af te haal of af te lewer, en by die toepassing van hierdie omskrywing omvat dit alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf;

"eienaar" 'n persoon of maatskappij wat die bedryfsinrigting in die bedryf besit en of bestuur en sodanige persoon of maatskappij moet as 'n werkgever beskou word vir die doel van hierdie ooreenkoms;

"openbare vakansiedag" enige vakansiedag in die Wet op Openbare Vakansiedae, 1994, (Wet No. 36 van 1994), bedoel of enige dag wat ingevolge 'n proklamasie as sodanig verklaar word;

"verkoopspersoon" 'n werknemer wat—

(a) betrokke is by die verkoop van goedere wat betrekking het op die bedryf in, of vir 'n bedryfsinrigting;

- (b) sodanige goedere massameet en toedraai;
(c) nie vleis mag sny na kante se behoeftes en/of verlangde massas nie;
"sekreteris" die sekretaris van die Bedingingsraad vir die Vleisbedryf;

"sekuriteitsbeampte" 'n werknemer wat—

- (a) die perseel en goedere van en/of in 'n bedryfsinrigting bewaak vir veilingheid en teen diefstal;

- (b) 'n werknemer of ander persoon of die besittings van so 'n werkgewer of ander persoon deursoek;

"winkelmeter / toetsing" 'n werknemer wat—

- (a) gekwalifiseer het as 'n meester-vleisnytegnikus, graad 1A of vleisnytegnikus, graad 1B;

- (b) stoesig hou oor die werk van ander werknemers in 'n aantal bedryfsinrigtings van 'n werkgewer;

- (c) verantwoordelik is aan sodanige werkgewer vir die doeltreffende bedryf van sodanige bedryfsinrigting; en

- (d) enige ander take mag verrig in enige sodanige bedryfsinrigting;

"Bedryf" beteken die bedryf waarin werkgewers en/of hul werknemers geassosieer word met die kleinhandelverkoop van vars en/of gevriesde rou vleis, insluitende alle prosesse wat hiermee verband hou;

"leerlingvleisnytegnikus" 'n werknemer wat—

- (a) 'n opleidingskursus vir leerlingvleisnytegnikus volg ingevolge die Raad se Opleidingskema- en

- Opleidingsfondsooreenkoms; en

- (b) wat die pligte van 'n vleisnytegnikus kan uitvoer; onder die toetsing van 'n meester-vleisnytegnikus, graad 1A of

- 'n vleisnytegnikus, graad 1B;

"leerlingwinkelmeter/toetsing" 'n werknemer wat—

- (a) 'n opleidingskursus vir leerlingwinkelmeter/toetsingvolg ooreenkomstig die Raad se Opleidingskema-

- en Opleidingsfondsooreenkoms; en

- (b) 'n winkelmeter/toetsinghouer by die uitvoering van sy pligte kan help;

"loon of lône" die bedrag geld wat aan 'n werknemer betaalbaar is ingevolge klousule 3 ten opsigte van sy gewone

werkure soos in klousule 6 gespesifiseer. Met dien verstande dat as 'n werkgewer 'n werknemer op 'n gereelde

grondslag 'n groter bedrag betaal as wat voorgeskryf word in klousule 3 ten opsigte van sodanige normale werkure, dit

sodanige groter bedrag beteken;

"toedraai en/of verpakker" 'n werknemer wat—

- (a) vleis in pakkes verpak en toedraai vir selfbedieningsverkope, en/of wat selfbedieningsverkope van voorraad

- voorsien; of

- (b) vleis en/of karkasse voorberei vir verspreiding.

3. BESOLDIGING

(1) Geen laer lône as die volgende mag deur die werkgewer betaal of deur 'n werknemer aanvaar word nie:

Per maand

2 600,00 Boekhouer

1 260,00 Kassier

1 260,00 Kassier en faktuurklerk

1 080,00 Skoonmaker

1 260,00 Arbeider, I

1 260,00 Arbeider, II

4 270,00 Bestuurder

1 260,00 Massameter en/of prysbepaler

1 260,00 Meester-vleisnytegnikus, graad 1A

3 950,00 Meester-vleisnytegnikus, graad 1B

3 440,00 Vleisnytegnikus, graad 1B

1 890,00 Vleisnytegnikus, graad II

Motorvoertuigdrywer, waar die ongelaaide massa van die voertuig tesame met die ongelaaide massa van enige

sleepwa nie die volgende oorskry nie—

1 260,00 450 kg.

1 380,00 2 700 kg.

1 610,00 4 500 kg.

1 910,00 Verkoopspersoon

1 610,00 Sekuriteitsbeampte

6 950,00 Winkelmeter/toetsinghouer

1 230,00 leerlingvleisnytegnikus—

gedurende eerste jaar van opleiding

gedurende tweede jaar van opleiding

gedurende derde jaar van opleiding

1 610,00 leerlingwinkelmeter/toetsinghouer

3 440,00 Toedraai en/of verpakker

(2) **Differensie lone:** 'n Werkgegewer wat van 'n werknemer van een kategorie vermag of hom toelaat om die pligte van 'n hoër betaalde kategorie vir langer as een uur op enige dag te doen, heitsy bo en behalwe sy eie werk of in plaas daarvan, sal sodanige werknemer vir daardie betrokke dag minstens een sesde van die hoër weeklikse loon soos voorgeskryf in subklausule (1) betaal.

4. BEREKENING VAN LONE

(1) **Berekening van weeklone, daglone en tariewe per uur:** Ten einde 'n werknemer se loon te bereken—

- (a) word die weekloon van 'n werknemer bereken deur die maandelikse besoldiging soos by klausule (3) (1) voorgeskryf deur vier en een derde te deel;
- (b) word die dagloon van 'n werknemer bereken deur die weekloon soos bereken in subklausule (1) (a) deur ses te deel;
- (c) die tarief per uur van 'n werknemer sal bereken word deur die weeklikse loon soos bereken in subklausule (1) (a) deur 45 te deel.

5. BETALING VAN BESOLDIGING

(1) Die betaling van besoldiging soos voorgeskryf in klausule 3 (1) en die betaling van oortyd tariewe soos voorgeskryf in klausule 8, moet ten volle deur die werkgegewer aan die werknemer betaal word, nie later nie as die laaste dag van elke maand of by die beëindiging van diens, indien beëindiging plaasvind voor die gewone betaaldag van sulke werknemers.

(2) Besoldiging moet in 'n kovert of ander houër geplaas word en vergesel wees van 'n staat wat die volgende toon:

- (a) Die naam van die werkgegewer;
- (b) die werknemer se naam, nommer, indien toepaslik, en die werkkategorie of beroep;
- (c) die tydperk waarvoor besoldiging plaasvind;
- (d) die totale aantal ure gewerk;
- (e) uiteensetting van besoldiging verskuldig met betrekking tot gewone ure en ure oortyd gewerk;
- (f) bedrae atgetrek.

(3) Die werkgegewer moet van elke werknemer vereis om 'n loonregister te teken as bewys van ontvangs van besoldiging deur sodanige werknemer, en sodanige loonregister moet te alle tye op die perseel gehou word.

(4) Daar word van geen werknemer vermag om, as deel van sy werkskontrak by sy werkgegewer of by enige plek deur die werkgegewer aangewys, te looer of in te woon nie.

(5) 'n Werkgegewer mag nie van sy werknemer vermag om enige goedere van hom of van enige bedryfsinrigting, plek of persoon deur hom aangewys, te koop nie.

(6) Geen boetes of attrekkings van enige aard mag van die besoldiging van enige werknemer atgetrek word nie, behalwe die volgende:

- (a) Wanneer 'n werknemer sonder toestemming atwesig is van die werk of ingevolge klausule 12 (2) nie geregtig is op betaling nie, mag 'n pro rata-bedrag vir sodanige tydperk van atwesigheid atgetrek word;
- (b) raadsgeide ingevolge klausule 22, Siektevooroordeelfondbydraes ingevolge klausule 23, Pensioenfondsbbydraes ingevolge klausule 24, bydraes tot die groepsbegrafnisskema ingevolge klausule 25 sal atgetrek word;
- (c) vakbondinskrywings ingevolge klausule 26 sal atgetrek word;
- (d) enige bedrag wat 'n werkgegewer wettiglik, of ingevolge 'n bevel van enige bevoegde hof, verplig of toegelaat is om at te trek, moet atgetrek word;
- (e) attrekkings ingevolge klausule 15 (2) (c) mag atgetrek word;
- (f) enige bedrag wat die werknemer aan die werkgegewer skuld, mag atgetrek word. Met dien verstande dat sodanige attrekking nie een derde van die totale bedrag ingevolge klausule 3 (1) en 8 aan die werknemer verskuldig, oorskry nie.

6. GEWONE WERKURE

(1) **Gewone werkure**—Die gewone werkure soos deur die werkgegewer besluit, is hoogstens—

- (a) 45 uur per week;
- (b) nege ure op enige dag as die werknemer vir vyf dae of minder per week werk.
- (c) agt ure op enige dag as die werknemer vir meer as vyf dae per week werk, nie.

7. SAAMGEPERSTE WERKWEEK

(1) 'n Skriftelike ooreenkoms kan van 'n werknemer vereis of toelaat om tot 12 uur op 'n dag met inbegrip van die etenspouses wat ingevolge artikel 9 vereis word, te werk sonder om betaling vir oortyd te ontvang.

(2) 'n Ooreenkoms ingevolge subartikel (1) mag nie van 'n werknemer vereis of hom toelaat om—

- (a) meer as 45 gewone werkure in 'n week te werk nie;
- (b) meer as 10 uur oortyd in 'n week te werk nie, of
- (c) op meer as vyf dae in 'n week te werk nie.

8. OORTYD EN BETALING VIR OORTYD

- (1) Vir die doeleindes van hierdie klousule moet alle tyd wat van Maandag tot Saterdag deur 'n werknemer langer as 45 uur gewerk is, geag word oortyd deur sodanige werknemer gewerk te wees.
- (a) 'n Werkgever mag nie vereis of toelaat dat 'n werknemer meer as—
- (i) drie ure per dag; of
- (ii) 10 ure per week oortyd werk nie.
- (b) 'n Werkgever moet aan 'n werknemer wat oortyd werk, minstens die volgende betaal:
- (i) een en 'n half keer die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk van Maandag tot en met Saterdag.
- (ii) dubbel die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk op 'n Sondag of openbare vakansiedag.
- (c) Ten spyte van subklousule (b) (ii), moet 'n werkgever aan 'n werknemer wat ingevolge 'n skriftelike ooreenkoms tussen die werkgever en werknemer normaalweg op 'n Sondag werk, betaal een en 'n half keer die werknemer se uurloon vir elke uur gewerk.

9. ETENSPOUSE

- (1) 'n Werkgever moet aan sy werknemers—
- (a) 'n etenspouse van minstens een uur toelaat na 'n aaneenlopende tydperk van vyf ure ononderbroke werk. Met dien verstande dat, vir die doel van hierdie paragraaf, werktye wat nie deur 'n tydperk van minstens een uur onderbreek word nie, geag word aaneenlopend te wees.

10. RUSPOUSE

- (1) 'n Werkgever moet aan sy werknemers—
- (a) 'n ruspouse van minstens tien minute, en so naby moontlik, in die middel van die eerste werktidperk van vyf uur en gedurende elke tweede werktidperk per dag, met dien verstande dat sodanige ruspouses beskou word as deel van normale werkeure.

11. JAARLIKSE VERLOF

- (1) (a) Elke werknemer, behalwe 'n werknemer soos in paragraaf (b) bedoel, wat een of meer opeenvolgende jare se diens in dieselfde bedryfsinrigting of met dieselfde eienaar voltooi het, moet—
- (i) 21 aaneenlopende dae se ten volle betaalde verlof ontvang vir elke voltooiide jaar van diens, of
- (ii) by ooreenkoms, een dag jaarlikse verlof met volle besoldiging ten opsigte van elke 17 dae waarop die werknemer gewerk het of op betaling geregtig was;
- (iii) by ooreenkoms, een uur jaarlikse verlof met volle besoldiging ten opsigte van elke 17 uur waarin die werknemer gewerk het of op betaling geregtig was. Met dien verstande dat waar 'n werknemer in diens is by 'n groep maatskappye, beslote korporasies of vennootskappe waarin daar 'n direkteur/direkteure, 'n lid/lede of vennote is, kan die Raad opdrag gee dat sodanige diens geag word diens by een enkele bedryfsinrigting te wees.
- (b) 'n Werknemer wat 10 jaar of meer aaneenlopende jare diens in dieselfde bedryfsinrigting of saam met dieselfde eienaar voltooi het, moet—
- (i) 28 aaneenlopende dae verlof ontvang vir elke jaar voltooiide diens;
- (ii) by ooreenkoms, een dag jaarlikse verlof met volle besoldiging vir elke 13 dae waarop die werknemer gewerk het of op betaling geregtig was;
- (iii) by ooreenkoms, een uur jaarlikse verlof met volle besoldiging vir elke 13 uur waarop die werknemer gewerk het of op betaling geregtig was. Die voorbehoudbesepaling (a) hierbo geld met betrekking tot hierdie paragraaf.
- (2) In die geval van 'n werknemer wat enige kwalifiserende tydperk diens voltooi het, word verlof bereken vanaf die datum van indiensneming of vanaf die datum van die werknemer se laaste opgelope jaarlikse verlof. Met dien verstande dat indien daar 'n openbare vakansiedag is terwyl die werknemer met verlof is, sodanige openbare vakansiedag by die tydperk van verlof getel moet word as 'n verdere tydperk van ten volle betaalde verlof.
- (3) Die tydstop wanneer jaarlikse verlof geneem word, word deur die werkgever bepaal en indien die werkgever nie verlof waarop 'n werknemer geregtig is vroeër toegestaan het nie, sal sodanige verlof binne een maand na afloop van 'n jaar se diens toegestaan word.
- (4) Jaarlikse verlof mag nie gekyklopend met enige tydperk van siekteverlof soos bepaal ingevolge klousule 12 of met enige diensbeëindigingskennistydperk ingevolge klousule 15 van hierdie Ooreenkoms geneem word nie.
- (5) Met beëindiging van diens, moet 'n werkgever sy werknemer ten volle besoldig met betrekking tot opgelope jaarlikse verlof teen die beëindiging wat deur die werknemer ontvang het toe hy geregtig was op die verlof, maar wat nie voor die beëindiging van diens toegestaan is nie, en sodanige betaling moet soos volg bereken word:
- (a) in die geval van 'n werknemer soos bedoel in subklousule 1 (a), die weekloon gedeel deur vier en vermenigvuldig met die getal maande diens in dieselfde bedryfsinrigting of by dieselfde eienaar, bereken vanaf die datum van die werknemer se laaste kwalifiserende tydperk jaarlikse verlof; of

- (b) in die geval van 'n werknemer soos bedoel in subklousule 1 (b), weekloon gedeel deur drie en vermenigvuldig met die getal maande diens in dieselfde bedryfsinrigting of by dieselfde eienaar, bereken vanaf die datum van die werknemer se laaste kwalifiserende tydperk jaarlikse verloor.
- (6) Vir die doeleindes van hierdie klousule, sluit die uitdrukking "indiensneming" enige tydperk of tydperke in waartydens 'n werknemer—

- (a) afwesig is van werk ingevolge subklousule (1);
- (b) afwesig is van werk in opdrag of op versoek van sy werkgever;
- (c) afwesig is van werk op siekteverlof ingevolge klousule 12 van hierdie Coreenkoms;
- (d) afwesig is van werk met die toestemming of kondonasie van sy werkgever;
- (e) afwesig is van werk met kraamverlof: Met dien verstande dat in die geval van paragrafe (a), (b), (c) en (d) sodanige afwesigheid nie 10 weke mag oorskry nie.

- (7) Elke werkgever moet 'n werknemer aan wie verloor toegestaan is ingevolge subklousule (1), sy loon betaal ingevolge die verloftydperk, nie later nie as die laaste werkdag voordat die werknemer se verloor begin.
- (8) Geen werknemer mag enige werk in enige bedryf of beroep verrig wanneer hy met jaarlikse verloor is soos ingevolge hierdie Coreenkoms toegestaan nie.
- (9) Ondanks andersluidende bepallings hierin vervat, kan 'n werkgever van wie vereis word om jaarlikse verloor aan 'n werknemer toe te staan ingevolge subklousule (1), van sodanige werknemer vereis om betaling te aanvaar in stede van ses werkdag van sy jaarlikse verlofregtigtheid.

12. SIEKTEVERLOF

- (1) 'n Werkgever moet aan 'n werknemer wat van sy werk afwesig is weens ongeskiktheid—

- (a) in die geval van 'n werknemer wat nie meer as vyf dae per week werk nie, minstens 30 werkdag siekteverlof, in die geheel ten volle betaal, toestaan vir elke tydperk van 36 opeenvolgende maande diens: Met dien verstande dat gedurende die eerste 12 maande diens, die werknemer net geregtig is op ten volle betaalde siekteverlof teen 'n koers van een dae gedurende die eerste 12 maande diens, net geregtig is op ten volle betaalde siekteverlof teen 'n koers van een werkdag vir elke 26 dae gewerk.
- (b) in die geval van enige ander werknemer, minstens 36 werkdag siekteverlof, in die geheel ten volle betaal, gedurende elke tydperk van 36 aaneenlopende maande diens: Met dien verstande dat sodanige werknemer gedurende die eerste 12 maande diens, net geregtig is op ten volle betaalde siekteverlof teen 'n koers van een werkdag vir elke 26 dae gewerk.
- (2) 'n Werkgever kan, voor die uitbetaling van enige eis vir siekteverlof, met betrekking tot twee agtereenvolgende werkdag of 'n bepaalde werkdag voor of na 'n Sondag of openbare vakansiedag, van 'n werknemer vereis om 'n sertifikaat in te dien wat onderteken is deur 'n geregistreerde mediese praktisyn wat die aard en duur van die werknemer se ongeskiktheid bevestig.

- (3) vir die doeleindes van hierdie klousule, beteken die uitdrukking die volgende:

- (a) "indiensneming" sluit in enige tydperk of tydperke waartydens 'n werknemer afwesig is van werk—

- (i) ingevolge klousule (11) van hierdie Coreenkoms;
- (ii) in opdrag of op versoek van sy werkgever;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) met die toestemming of kondonasie van sy werkgever;
- (v) met kraamverlof: Met dien verstande dat in die geval van paragrafe (i), (ii), (iii), (iv) en (v) sodanige afwesigheid nie 10 weke mag oorskry nie;

- (b) "ongesteldheid" beteken onvermoë om te werk weens enige sieketoeestand of besering wat nie veroorsaak is deur 'n werknemer se eie wangedrag of nalatigheid nie: Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is ingevolge die Wet op Vergoeding vir Bedryfsbeserings en -Siektes, 1993 (Wet No. 130 van 1993), beteken ongesteldheid slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

13. KRAAMVERLOF

- (1) 'n Werknemer is geregtig op minstens vier opeenvolgende maande kraamverlof.

- (2) 'n Werknemer kan met kraamverlof begin—

- (a) te eniger tyd vanaf vier weke voor die verwagte datum van geboorte, tensy anders ooreengekom; of
- (b) op 'n datum met ingang waarvan 'n mediese praktisyn of vroedvrou sertifiseer dat dit vir die gesondheid van die werknemer of van haar ongebore kind nodig is.

- (3) Geen werknemer mag vir ses weke na die geboorte van haar kind werk nie, tensy 'n mediese praktisyn of vroedvrou sertifiseer dat sy geskik is om dit te doen.

- (4) 'n Werknemer wat 'n miskraam gedurende die derde trimester van swangerskap het of 'n doodgebore kind daar, is geregtig op kraamverlof vir ses weke na die miskraam of doodgebore heitsy die werknemer met kraamverlof begin het ten tyde van die miskraam of doodgebore.

(5) Tensy 'n werknemer nie in staat is om dit te doen nie; moet die werknemer 'n werkgewer skriftelik in kennis stel van die datum waarop die werknemer van voorneme is om—

(a) met kraamverlof te begin; en

(b) na kraamverlof terug te keer werk toe.

(6) Kennisgewing ingevolge subartikel (5) moet gegee word—

(a) minstens vier weke voordat die werknemer van voorneme is om met kraamverlof te begin; of
(b) indien dit nie redelikerwys moontlik is om dit te doen nie, so gou as wat dit redelikerwys moontlik is.

14. VERLOF VIR FAMILIEVERANTWOORDELIKHEID

(1) Hierdie artikel is van toepassing op 'n werknemer—

(a) wat vir langer as vier maande in diens was van 'n werkgewer; en

(b) wat vir minstens vier dae per week vir daardie werkgewer werk.

(2) Gedurende elke jaarlikse verlofskuld moet 'n werkgewer op versoek van die werknemer, drie dae betaalde verlof aan die werknemer verleen, wat die werknemer geregtig is om te neem—

(a) wanneer die werknemer se kind gebore word;

(b) wanneer die werknemer se kind siek is; of

(c) in die geval van die dood van—

(i) die werknemer se gade of lewensmaat; of

(ii) die werknemer se ouer, aanneemouer, grootouer, kind, aangenome kind, kleinkind of broer of suster.

(3) Behoudens subartikel (5) moet 'n werkgewer 'n werknemer vir 'n dag se verlof vir familieverantwoordelikheid:

(a) die loon betaal wat die werknemer gewoonlik sou ontvang het vir werk op daardie dag; en

(b) op die werknemer se gewone betaaldag betaal.

(4) 'n Werknemer kan verlof vir familieverantwoordelikheid neem ten opsigte van 'n hele of 'n gedeelte van 'n dag.

(5) Alvorens 'n werknemer vir verlof ingevolge hierdie artikel betaal word, kan 'n werkgewer redelike bewys vereis van 'n geval beoog in subartikel (2) waarvoor die verlof geneem is.

(6) 'n Werknemer se ongebruikte geregtigheid op verlof ingevolge hierdie artikel verstryk aan die einde van die jaarlikse verlofskuld waarbyne dit toeval.

(7) 'n Kollektiewe ooreenkoms kan die getal dae en die omstandighede waaronder verlof ingevolge hierdie artikel verleen staan te word, wysig.

15. DIENSBEËINDIGING

(1) 'n Werkgewer of 'n werknemer wat 'n dienskontrak wil beëindig, moet soos volg kennis gee:

(a) gedurende die eerste vier weke diens, minstens 24 uur kennis van die diensbeëindiging;
(b) te eniger tyd na die voltooiing van vier weke diens, minstens twee weke kennis in die geval van kontrak in die geval van weekliks betaalde werknemers en minstens twee weke kennis in die geval van maandeliks betaalde werknemers.

(2) Enige kennis gegee ingevolge subklousule (1), raak nie—

(a) die reg van 'n werkgewer of werknemer om die kontrak om enige rede deur die Wet erken as voldoende, sonder kennisgewing te beëindig nie;

(b) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n langer kennisgewings tydperk as in hierdie klousule gespesifiseer nie;

(c) die reg van 'n werkgewer om van die gelde wat aan die werknemer verskuldig is, 'n bedrag terug te hou van hoogstens die bedrag wat die werknemer, in plaas van kennisgewing, sal betaal nie, waar die werknemer sy diens sonder kennis sal beëindig, en die werknemer sal geag word vrygespreek te wees wat betref sy versum om die verpligte kennis van diensbeëindiging te gee.

(3) Waar daar 'n ooreenkoms ingevolge subklousule 2 (b) is, sal die betaling in plaas van kennisgewing gelyk wees aan die kennisgewings tydperk waarop ooreengekom is.

(4) Kennis soos gespesifiseer in subklousule (1) kan op enige werkdag gegee word: Met dien verstande dat—

(a) die kennisgewings tydperk nie gelyktydig met 'n werknemer se verlof ingevolge klousule 11 mag verloop nie, en kennis ook nie gedurende verlof gegee mag word nie;

(b) indien 'n werknemer met betaalde siekteverlof ingevolge klousule 12 afwesig is, kennis nie gegee kan word nie indien die werknemer se afwesigheid gestaat word deur 'n sertifikaat wat geteken is deur 'n geregistreerde mediese praktisyn wat die aard en duur van die werknemer se ongesleedheid bevestig, en sodanige mediese sertifikaat binne drie dae na aanvang van sodanige afwesigheid by die werkgewer ingedien is en voordat 14 dae verbygegaan het sedert die aanvang van sodanige betaalde siekteverlof.

16. SKEIDINGSLOON

- (1) Vir die doeleinde van hierdie artikel beteken "bedryfsvereistes" vereistes gegrond op die ekonomiese, tegnologiese, strukturele of soortgelyke behoeftes van 'n werkgewer.
- (2) 'n Werkgewer moet 'n werknemer wat ontsaen word weens redes gegrond op die werkgewer se bedryfsvereistes, 'n skeidingsloon betaal gelyk aan minstens een week se besoldiging vir elke voltooidde jaar aaneenlopende diens by daardie werkgewer, bereken ooreenkomstig artikel (4).
- (3) 'n Werknemer wat onredelikerwys weier om die werkgewer se aanbod van alternatiewe diens by daardie werkgewer of 'n ander werkgewer te aanvaar, is nie op 'n skeidingsloon ingevolge subartikel (2) geregtig nie.
- (4) Die betaling van 'n skeidingsloon ter nakoming van hierdie artikel raak nie 'n werknemer se reg op enige ander bedrag wat regens betaalbaar is nie.

17. DIENSSERTIFIKAAT

By diensbeëindiging, is 'n werknemer geregtig op 'n gratis dienssertifikaat, wat die werkgewer se naam en adres, die beroep, dienstypperk en loon van die werknemer op die tydstip wanneer 'n werknemer die werkgewer se diens verlaat, aandui.

18. INDIENSNEMING VAN KINDERS

Geen werkgewer mag 'n kind in diens neem wat onder die ouderdom van 15 jaar is nie of wat onder die minimum skoolverlatersouderdom is indien dit ingevolge enige Wet ouer as 15 jaar is nie.

19. NYWERHEIDSOPTREDE

Vir die duur van hierdie Ooreenkoms mag geen persoon gebind deur die bepallings van hierdie Ooreenkoms aan 'n staking of uitsluiting rakende enige aangeleentheid wat deur hierdie Ooreenkoms beheer word, deelneem of by enige ander optrede ter bevordering van 'n staking of uitsluiting betrokke wees nie.

20. BEDINGINGSLAKKE

Die Raad dien as die forum vir die bedinging van alle aangeleenthede wat deur hierdie Ooreenkoms gereël word of wat daarop betrekking het.

21. REGISTRASIE BY DIE RAAD

- (1) Elke eienaar moet verseker dat elke bedryfsinrigting wat hy in die Bedryf besit of bestuur, by die Raad geregistreer is deur die besonderhede aan die Sekretaris van die Raad te stuur binne 14 dae nadat bedrywighede tot die Bedryf toegetree het of begin is, in die formaat soos van tyd tot tyd deur die Raad gespesifiseer.
- (2) Elke eienaar moet verseker dat elke werknemer in 'n bedryfsinrigting wat hy in die Bedryf besit of bestuur by die Raad geregistreer is deur alle besonderhede aan die Raad te stuur in die formaat soos deur die Raad gespesifiseer binne 14 dae nadat die indiensneming van werknemer begin het.
- (3) Ondanks subklousules (1) en (2) is dit nie vir 'n eienaar nodig om ingevolge hierdie klousule te registreer met betrekking tot enige bedryfsinrigting of werknemer wat hy reeds by die Raad geregistreer het nie, of wat deur die Raad as geregistreer beskou word ingevolge die Raad se vorige Ooreenkoms voor die amalgamasie nie.
- (4) In die geval van 'n ontbinding of 'n verandering van vennootskap of verandering in die direkte van die maatskappy, of veranderinge van eienaarskap, of bedanking van werknemer, moet elke eienaar die volle besonderhede van die verandering skriftelik aan die Sekretaris stuur, binne 14 dae na die datum daarvan.

22. RAADSFONDSE

- (1) Die fondse van die Raad wat by die Raad berus en deur hom geadministreer word, moet op die volgende wyse verkry word:

- (a) Elke werkgewer moet vir elke bedryfsinrigting wat hy besit of bestuur, 'n maandelikse heffing van R30,00 betaal; (b) elke werkgewer moet elke maand R15,00 aftrek van die loon betaalbaar vir elke werknemer en moet 'n ekwivalente bedrag by sodanige aftrekking voeg;
- (c) die werkgewer moet verseker dat bogenoemde bedrae die Raad se adres bereik nie later nie as die 10de dag van elke daaropvolgende maand, tesame met die vorm soos gespesifiseer deur die Raad.

23. SIEKTBYSTANDSFONDSE

- (1) Die fonds ingestel by Goewermentskennisgewing No. R. 1187, van 9 Julie 1971, en bekend as "Die Siektbystandsfonds vir die Kleinhandelbedryf" of "die Fonds" word hierby voortgesit.

- (2) Die Fonds bestaan uit—

- (a) geld wat verkry word uit bydraes soos voorgeskryf by subklousule (1);

- (b) rente op beleggings;

- (c) alle ander geld waarop die Fonds geregtig is.

- (3) Die doel met die Fonds is om bystand te verleen aan lede ooreenkomstig die reëls van die Fonds soos van tyd tot tyd deur die Raad bepaal met betrekking tot—

- (a) hulpverlening aan lede op enige moonlike manier met betrekking tot mediese en nykundige versorging wat daarop gemik is om die goeie gesondheid van die lede of hul afhanklikes te bevorder of te bewaar;
- (b) die aangaan van ooreenkomste indien dit nodig geag word, deur middel van 'n kontrak of kontrakte met mediese praktisyne, spesialiste, hospitale, verpleeginrigtings of enige organisasies wat mediese of mediese of farmaseutiese dienste lewer, enige gereistreerde versekeringsmaatskappy of -maatskappye of enige organisasie wat soortgelyke bystand bied;
- (c) die verrigting van al die dinge wat noodsaaklik, bykomend of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die bereiking van genoemde doelstellings.

(4) Lidmaatskap van die Fonds

- (a) Lidmaatskap van die Fonds is verpligtend vir alle werknemers buiten 'n kassier, arbeider I of II, massameter en/of prysbepaler, toedraaier en/of verpakker, bestuurder (450 kg);
- (b) Werkgevers wat lede is van die Werkgeversorganisasie is geskik vir vrywillige lidmaatskap van die Fonds ingevolge die Reëls van die Fonds.
- (5) Elke werknemer in subkousule (4) bedoel moet—
- (a) die vorm deur die Raad gespesifiseer, invul en sodanige ingevulde vorm by die Sekretaris indien binne 14 dae na die datum van indiensneming of hertoetreding tot die Bedryf; en
- (b) enige addisionele inligting of dokumentêre bewyse verskat wat die Raad vereis.
- (6) Die Raad kan, na goeddunke, enige persoon vir wie lidmaatskap ingevolge subkousule 4 (a) nie verpligtend is nie, toelaat as vrywillige lid van die Fonds ingevolge die Reëls van die Fonds.

(7) Lidmaatskap word beëindig—

- (a) geliktydig met die beëindiging van diens in die Bedryf in die geval van 'n lid in subkousule 4 (a) bedoel: Met diens verstande dat die Raad sodanige lid mag toelaat om sy lidmaatskap te behou asof hy 'n vrywillige lid was ingevolge subkousule (6) en op sodanige voorraades as wat die raad bepaal;
- (b) deur een maand se skriftelike kennis te gee, hetsy deur die Raad, of deur 'n vrywillige lid, soos in subkousule (6) bedoel.
- (8) Enige voormalige lid van die Fonds is nie geregtig op enige voordele na die datum waarop die laaste bydrae deur die Raad ontvang is nie.
- (9) Enige voormalige lid wat tot die Fonds hertoegelat word, sal as 'n heeltemal nuwe lid beskou word, tensy anders besluit word deur die Raad.
- (10) Bydraes tot die Fonds is betaalbaar ten opsigte van lidmaatskap vir—
- (a) elke voltooide kalendermaand diens by 'n werkgewer of vrywillige lidmaatskap van die Fonds, na gelang van die geval;
- (b) deel van 'n diensmaand by 'n werkgewer, synde minstens 15 dae in 'n maand: Met diens verstande dat indien 'n werknemer in diens van meer as een werkgewer in 'n maand was en by die huidige werkgewer diens beëindig het voor die 15de dag van die maand, die huidige werkgewer verantwoordelik is vir die aftrek en oorbetalings van die volle bydrae verskuldig: Voorts met diens verstande dat indien werk by die laaste werkgewer na die 15de dag van die maand begin het, die vorige werkgewer verantwoordelik is vir die aftrek en oorbetalings van verskuldigde bydraes.

- (11) (a) Elke werkgewer moet die helfte van die bedrag hieronder uiteengesit van die lône betaalbaar aan elke werknemer in subkousule 4 (a) bedoel, aftrek en die ander helfte by die bedrag hieronder genoem voeg: Met diens verstande dat in die geval van 'n leerling-veleisnytegnikus, die werkgewer die volle bydrae sal betaal, d.w.s. geen aftrekking mag van die lône van 'n leerling veleisnytegnikus (3de jaar) gemaak word nie;
- (b) Die werkgewer moet verseker dat bydraes, soos in die Bylae hieronder uiteengesit, by die Raad se adres ontvang word, nie later nie as die 10de dag van elke volgende maand, saam met die vorm soos deur die raad gespesifiseer.

BYLAE

Salaris per maand	R1 000–R1 500	R1 501–R4 000	R4 001 ±
Lidmaatskapskategorie	R1 000–R1 500	R1 501–R4 000	R4 001 ±
Enkelid.....	R572,20	R620,20	R665,20
Lid + 1 afhanklike.....	R740,20	R806,20	R872,20
Lid + 2 afhanklikes.....	R752,20	R824,20	R896,20
Lid + 3 afhanklikes.....	R776,20	R848,20	R920,20
Lid + 4 of meer afhanklikes.....	R800,20	R872,20	R944,20

Lidmaatskapskategorie				
Enkelpensioenaris			R300	Hospitaalplan uitgesonderd
Pensioenaris + 1 afhanklike			R432	Hospitaalplan uitgesonderd
Pensioenaris + 2 of meer afhanklike				Tarief beskikbaar op aanvraag
Lede van Hospitaalplan			R224,20	Mediese fondsvoordele uitgesonderd
Ongelukkigplan			R 72,80	Addisioneel by toepaslike bydrae in Tabel A

(12) Die Raad moet die Fonds bestuur ooreenkomstig die Reëls van die Fonds, welke Reëls nie strydig mag wees met die bepaling van hierdie Ooreenkoms of die Wet nie en, onder meer, die volgende moet spesifiseer:

- (a) die Fonds se voordele en die vereistes daaraan verbonde;
 (b) die prosedure vir die indien van eise en die betaling van eise;
 (c) enige ander aangeleentheid waaroor die Raad kan besluit;

(13) Die Raad kan te eniger tyd enige bestaande Reëls van die Fonds wysig of herroep of nuwe reëls maak, en elke lid van die Fonds kan 'n atskrif van die Reëls en wysigings aanvaar.

(14) Die Raad moet atskrifte van die Reëls van die Fonds en enige wysigings daaraan aan die Direkteur-generaal van die Departement Arbeid voorle.

(15) Alle gelde wat die Raad namens die Fonds ontvang sal in 'n afsonderlike bankrekening in die naam van die Fonds inbetal word.

(16) Alle betalings uit die Fonds moet op die Fonds se rekening gedoen word per fiek onderteken deur twee gemagtigde ondertekenaars.

(17) Alle uitgawes aangegaan rakende die administrasie van die Fonds moet van die Fonds verhaal word.

24. AFTREEFONDSE

(1) Die bestuur van die Pensioenfondse vir die Kleinhandelwielbedryf, "die Pensioenfondse", gestig volgens Goewernementskennisgewing No. R. 977, gedateer 8 Mei 1981, en die Voorsoorgondse vir die Vleisbedryf, "die Voorsoorgondse", Fonds No. 12/8/32928/1, word hierby voortgesit.

(2) Lidmaatskap van een van die Fondse soos uiteengesit in subklousule (1) is verpligtend vir alle werknemers, behoudens die Reëls van die Fonds. As 'n werknemer vir drie dae 'n week of minder werk, is lidmaatskap van die Fonds nie verpligtend nie.

(3) Bydraes is betaalbaar vir—

- (a) elke volledige kalendermaand diens; of

(b) 'n gedeelte van 'n diensmaand by 'n werknemer en nie minder nie as 15 dae in 'n maand. Met dien verstande dat indien 'n werknemer deur meer as een werknemer in enige maand in diens geneem is en diens met die huidige werknemer voor die 15de dag van die maand begin het, die huidige werknemer verantwoordelik is vir die attrek en oorbetalings van die bydrae verskuldig. Met dien verstande voorts dat indien diens by 'n vorige werknemer verantwoordelik is vir die attrek en oorbetalings van die volle bydrae verskuldig.

(4) Met die doel om lede van die Fonds van voordele te voorsien, moet elke werknemer vyf persent van die gespesifiseerde loon van die loone betaalbaar aan elke werknemer attrek en vyf persent van die voorgeskrewe minimum loon daarby voeg. In die geval van 'n werknemer wat drie dae per week of minder werk, en sodanige werknemer verkies om 'n lid van die attrekfondse te word, moet die werknemer drie persent van die gespesifiseerde loon van die loone betaalbaar aan sodanige werknemer attrek en drie persent van die gespesifiseerde minimum loon daarby voeg.

(5) Die werknemer is daarvoor verantwoordelik om te verseker dat die bedrag voorgeskryf in subklousule (4) by die Raad se adres ontvang word, nie later nie as die 10de dag van elke daaropvolgende maand, saam met die vorm soos gespesifiseer deur die Raad.

(6) Die Raad is verantwoordelik vir die hantering van alle aangeleenthede wat spruit uit of in verband hou met die betaling van premies aan geregistreerde versekeringsmaatskappye met betrekking tot of ter wille van elke werknemer en in verband met voordele vir elke werknemer.

(7) Ondanks andersluidende bepalinge hierin vervat, is lidmaatskap van die Fondse soos in subklousule (1) bedoel, beskikbaar aan werknemers en/of direkteure van werknemers in die Bedryf en na goeddunke van die Raad.

(8) Bystand of terugbetaalbare gelde ingevolge hierdie klousule wat onopgeëls bly vir 'n tydperk van twee jaar vanaf die datum waarop dit betaalbaar of terugbetaalbaar geword het, val die fondse van die Raad toe. Met dien verstande dat die Raad aanspreeklik is vir die betaling uit Raadstondse van enige sodanige geld wat opgeëls word gedurende 'n verdere tydperk van

drie jaar na sodanige toevalling aan die Raadsfondse. Indien die Raad ontbind word binne enigeen van of albei die tydperke hierin genoem, en ondanks andersluidende bepallings vervat in hierdie klousule, val sodanige gelde drie maande na sodanige ontbinding aan die Raad se algemene fondse toe.

25. GROEPBEGRAFNISSKEMA

(1) Lidmaatskap van die Groepbegrafnisskema is verpligend vir alle werknemers, buiten 'n kassier, arbeider, graad I en graad II, massameter en/of prysbepaler, toedraaier en/of verpakker wat nie reeds 65 jaar oud is nie en wat in aanmerking kom vir lidmaatskap van 'n vakbond wat 'n party by die Raad is.

(2) Met die doel om lede van die Fonds van voordeel te voorsien, moet elke werkgewer elke maand R17,00 van die lône betaalbaar van sodanige lede aftrek en by sodanige aftrekking 'n bedrag van R5,00 voeg.

(3) Elke werkgewer moet verseker dat die bedrae uiteengees in subklousule (2) by die Raad se adres ontvang word, nie later nie as die 10de dag van elke daaropvolgende maand saam met die vorm soos gespesifiseer deur die Raad.

(4) Die gelde ontvang ingevolge subklousule (3) moet deur die Sekretaris oorgedra word aan 'n geregistreerde versekeringsmaatskappy met betrekking tot en ter wille van elke lid om elke lid te dek vir voordele soos voorsien in die groepspolis, en behoudens die bepallings en voorwaardes hierin uiteengees. 'n Afskrif van die polis moet aan die Direkteur-generaal van Arbeid voorgele word.

26. VAKBONDEGELD

Elke werkgewer moet vakbonde se gelde betaalbaar aan 'n party-vakbond deur 'n lid van die vakbond maandeliks aftrek van die lône van elke vakbondlid en die werkgewer moet verseker dat die gelde by die Raad se adres ontvang word, nie later nie as die 10de dag van elke volgende maand, saam met die vorm soos gespesifiseer deur die Raad.

27. VRYSTELLINGS

(1) Alle aansoek om vrystelling moet skriftelik aan die Sekretaris van die Raad vir oorweging gerig word.

(2) Alle aansoek om vrystelling moet gestaat word, en sodanige stawing moet die volgende besonderhede bevat:

- Die tydperk waarvoor die vrystelling benodig word;
- Die klousules en subklousules van die Ooreenkoms waarvan vrystelling gevra word;
- bewys dat die vrystelling waarom aansoek gedoen is deur die werkgewer, sy werknemers en hul onderskeie verteenwoordigers bespreek is. Die antwoorde op sodanige konsultasie, of in steun van of teen die aansoek, moet by die aansoek aangeheg word.

(3) Die Sekretaris van die Raad moet in die eerste instansie die aansoek om vrystelling op die agenda van die volgende vergadering van die uitvoerende komitee plaas vir kommentaar en oorweging.

(4) Indien die aansoek om vrystelling deur die Raad geweier word, kan die applikant appél aanteken teen die Raad se beslissing.

(5) Ingevolge artikel 32 van die Wet, bring die Raad hierby 'n Onafhanklike Liggaam tot stand, naamlik die onafhanklike liggaam tot stand gebring deur die Nasionale Vereniging van Bedrigingsrade, om so spoedig moontlik aan te hoor en te beslis, enige appél wat aangeleë word teen—

- die Raad se weiering van 'n aansoek om vrystelling van die bepallings van hierdie Ooreenkoms;

- die intrekking van so 'n vrystelling deur die Raad.

(6) Die Sekretaris van die Raad moet dan die Onafhanklike Liggaam voorsien van besonderhede rakende die appél teen die Raad se weiering van 'n vrystelling.

(7) Die Onafhanklike Liggaam moet enige appél teen die Raad se weiering van 'n vrystelling, aanhoor en beslis en, wanneer aldus versoek deur die aansoekers of teenstaanders, onderhoude voer met aansoekers of enige beswaarmakers by die volgende vergadering: Met dien verstande dat die Onafhanklike Liggaam 'n besluit na 'n volgende vergadering kan uitstel indien addisionele stawing, inligting of mondelinge vertoë nodig geag word om oor die aansoek om vrystelling te besluit.

(8) Wanneer die Onafhanklike Liggaam besluit het om 'n vrystelling toe te staan, moet hy die Raad binne 14 dae van sy besluit inlig en die Sekretaris moet 'n sertifikaat aan die aansoeker(s) uitreik binne 14 dae nadat die besluit van die Onafhanklike Liggaam ontvang is.

(9) Wanneer die Onafhanklike Liggaam besluit om nie 'n vrystelling of deel van 'n vrystelling versoek, toe te staan nie, moet dit die Raad binne 14 dae vanaf die datum van sodanige besluit inlig en die rede of redes waarom 'n vrystelling nie toegestaan is nie, verskat en die Sekretaris inlig en die rede of redes waarom 'n vrystelling nie toegestaan is nie, verskat en die

(10) **Vrystellingskriteria:** Die Onafhanklike Liggaam moet appélle teen die Raad se weiering oorweeg met betrekking tot die volgende kriteria:

- Die skriftelike en mondelinge stawing voorsien deur die aansoeker;
- die omvang van die oorlegplegling met die petisie vir of teen die toestaan van vrystelling soos bepaal deur werkgewers of werknemers wat geraak sal word indien die vrystelling toegestaan word;
- die voorwaardes van die vrystelling;
- die skending van regte op basiese diensvoorwaardes;

(e) die feit dat 'n mededingende voordeel nie deur die vrystelling geskep word nie;

- (f) die beskouing van die vrystelling uit die oogpunt van enige werknemervoordeels- of opleidingsbepaling m.b.t. die alternatiewe vergelykbare bona fide-voordeel of -bepaling, insluitend die koste vir die werknemer, oorplaatbaarheid, administrasie, bestuur en koste, groei en stabiliteit;
- (g) die omvang van die ondermyning van kollektiewe bedinging en arbeidsvrede in die Bedryf as gevolg van die voorgestelde vrystelling;
- (h) enige bestaande spesiale ekonomiese of ander omstandighede wat die toestaan of weiering van die vrystelling regverdig.
- (i) verstes vir verslaggewing deur die aansoeker en die moniterings- en herewalueringsprosesse; en
- (j) kennisname van die voorstelle saamgevat in die Verslag aan die Presidensiële Kommissie van Onderzoek na Arbeidsmarkbeleid.

28. VERTONING VAN OOREENKOMS

Elke eienaar moet 'n leesbare afskrif van hierdie Ooreenkoms in sy bedryfsinstelling beskikbaar hou teen alle tye, en—

- (1) sodanige afskrif beskikbaar stel vir inspeksiedoeleindes deur enige werknemer; en
- (2) 'n afskrif aan 'n werknemer gee wat die voorgeskrewe geld betaal het.

29. GESKILBESLEGGING

29A. ALGEMENE GESKILBESLEGGINGS PROSEDURE

- (1) Die funksies wat ingevolge van hierdie Ooreenkoms moet, deur die Raad verrig word deur die Sekretaris verrig word. Die Sekretaris kan enige van sy/haar funksies of verantwoordelikhede soos uiteengezet in hierdie Ooreenkoms, delegeer.
- (2) Enige kennisgewing of diens wat ingevolge hierdie Ooreenkoms vereis word, kan deur middel van telefaks, handaflewering of geregistreerde pos gegee word.

- (3) Die Raad kan 'n party by 'n geskil wees wat kragtens van hierdie Ooreenkoms besleg word.
- (4) Sonder om op enige wyse van die regte en verpligtinge wat vanuit die Ooreenkoms voortspuit, weg te doen, moet dit op 'n manier toegepas en geïnterpreteer word wat doeltreffende geskilbeslegting bevorder.
- (5) Die voorbehoudsbepalings van hierdie geskilprosedure bly van krag benewens enige ander wettige regsmiddel wat die Raad kan gebruik om die kollektiewe Ooreenkoms af te dwing.

29B. GESKILLE AANGAANDE INTERPRETASIE VAN DIE OOREENKOMS

Enige geskil oor die interpretasie, toepassing van hierdie Ooreenkoms moet na die Raad verwys word en moet soos volg besleg word:

- (a) Enige geskil ingevolge hierdie Ooreenkoms moet skriftelik aan die Raad gerig word. Die Raad sal poog om die geskil deur versoening te besleg deur van 'n toepaslik gekwalifiseerde konsiliator gebruik te maak. Die Raad moet binne 14 dae van sodanige versoening sy besluit aan die partye by die geskil bekend maak, of meld dat die geskil onopgelos is;
- (b) Indien die Raad nie daarin slaag om die geskil te besleg nie of indien enige party veronreg is deur die Raad se besluit, soos bedoel in paragraaf (a), kan dit binne sewe dae versoek dat die geskil na arbitrasie verwys word;
- (c) Sou die geskil vir arbitrasie verwys word, moet die Raad 'n Arbitrer aanstel en alle verrigtinge sal onderhewig wees aan die bepalinge van die Wet op Arbeidsverhoudinge, 1995. Die arbitrer het die mag om te besluit oor die prosedure wat gevolg sal word by die arbitrasie verhoor, en is, na sy goeddunke, daarop geregtig om 'n uitspraak te lewer aangaande die partye se arbitrasiekoste, ingevolge artikel 138 (10) van die Wet. Die arbitrer se beslissing is finaal en bindend.

29C. GESKILLE AANGAANDE ONTSLAE

- (a) Enige geskil wat handel oor die ontslag van een of meer werknemers en wat na die Raad verwys word, moet ingevolge hierdie Kousule hanteer word. Enige sodanige geskil moet skriftelik binne 30 dae na die datum van ontslag na die Raad verwys word. Met dien verstande dat die Raad enige laat verwysing van sodanige geskil, op grondige rede kan goedmaak.
- (b) Die party wat die geskil verwys moet die Raad oortuig dat 'n afskrif van die verwysing aan al die ander partye tot die geskil beteken is. Sodanige bewys kan gelewer word deur middel van 'n telefaks, handaflewering of per geregistreerde pos.
- (c) Die Raad moet, binne 30 dae na ontvangs van kennisgewing van 'n geskil, 'n vergadering reël met die doel om die geskil op te los deur middel van versoening.
- (d) Indien die Raad nie daarin slaag om die geskil te besleg nie of enige party veronreg is deur die Raad se besluit, soos in paragraaf (a) bedoel, kan die Raad binne sewe dae na die besluit versoek dat die geskil na arbitrasie verwys word.
- (e) Indien die geskil vir arbitrasie verwys word, moet die Raad 'n arbitrer aanstel en alle verrigtinge sal onderhewig wees aan die bepalinge van die Wet op Arbeidsverhoudinge, 1995. Die arbitrer het die mag om te besluit oor die prosedure wat gevolg sal word by die arbitrasieverhoor, en is, na sy goeddunke, daarop geregtig om ingevolge artikel 138 (10) van die Wet 'n toekenning te doen aangaande die partye se arbitrasiekoste. Die arbitrer se beslissing is finaal en bindend.

29D. PROSEDURE VIR AFDWINGING INGEVOLGE HIERDIE OOREENKOMS

Die Raad moet redelike stappe volg om hierdie Ooreenkoms af te dwing. Indien, deur sy eie ondersoek of enige ander middel, dit blyk dat die bepallings van hierdie Ooreenkoms oortree word, moet die volgende prosedure gevolg word:

- (a) Die Sekretaris van die Raad kan 'n aangewese agent aanstel om die beweerde oortreding te ondersoek.
- (b) Indien, na voltooiing van die ondersoek, die aangewese agent rede het om te glo dat die Ooreenkoms oortree is, kan die aangewese agent poog om afdwingbaarheid van hierdie Ooreenkoms te verseker deur versoening. Die aangewese agent kan 'n nakomingsbevel uitreik wat van enige persoon vereis om op 'n gespesifiseerde wyse en binne 'n gespesifiseerde tydperk aan die vereistes van hierdie Ooreenkoms te voldoen.
- (a) Aan die einde van die versoeningssproes, moet die aangewese agent 'n verslag aan die Sekretaris van die Raad voorleë oor die uitslag van die ondersoek, die stappe wat gevolg is om nakoming van hierdie Ooreenkoms deur versoening te verseker en die uitslag daarvan.
- (d) Op ontvangs van die verslag, kan die Sekretaris—
 - (i) versoek dat die aangewese agent verder ondersoek instel; of
 - (ii) die aangeleentheid vir arbitrasie verwys ingevolge hierdie Ooreenkoms; of
 - (iii) enige sodanige ander stappe volg wat redelik geag word.
- (e) Indien die Sekretaris van die Raad besluit om die aangeleentheid vir arbitrasie te verwys, moet hy 'n arbiter aanstel om die beweerde oortreding aan te hoor en te beslis.
- (f) Die Sekretaris van die Raad moet besluit op die datum, tyd en plek van die arbitrasieverhoor.
- (g) Die Sekretaris van die Raad moet kennisgewings van die datum, tyd en plek van die arbitrasie aan alle partye, wat moontlik 'n wettige belang in die uitslag van die arbitrasie het, beteken. Enige party wat moontlik 'n wettige belang in die uitslag van die arbitrasie het, het die reg om—
 - (i) getuies te lewer;
 - (ii) getuies te roep;
 - (iii) getuies van enige ander party te ondertra;
 - (iv) sluitingsargumente aan die arbiter voor te lê;
 - (v) verteenwoordig word deur—
 - (aa) 'n regspraktisyn; of
 - (ab) 'n ampsbekleder of amptenaar van sy vakbond of werkgewersorganisasie en, indien die party 'n regsgeleerde is, deur 'n direkteur of 'n werknemer daarvan.
- (h) Die arbiter het die volgende bevoegdhede:
 - (i) Om te beslis of daar 'n verbrekking van die Ooreenkoms was;
 - (ii) Om enige toepaslike uitspraak te lewer wat uitvoering gee aan hierdie Ooreenkoms of wat afdwingbaarheid daarvan verseker;
 - (iii) Om die toepaslike vorm en prosedure vas te stel wat by die arbitrasieverrigtinge gevolg sal word;
 - (iv) om 'n bevel, soos hy goed dink, rakende koste te gee en waar die Wet voorsiening maak vir sodanige bevel of vir die Raad om die koste verhaal van die arbitrasiediens wat gelewer word: Met dien verstande dat waar die Raad se geakkrediteerde konsiliator 'n raadgewende uitspraak maak wat wesenlik dieselfde as die bevel wat deur die arbiter gemaak is, die arbiter moet 'n toekennning teen die ander party vir die koste maak, wat minstens, die Raad se onkoste sal dek vir die hantering van die geskik.
 - (v) om uitspraak te lewer in die afwesigheid van 'n party, wat na bewering, die Ooreenkoms verbreek het indien—
 - (i) sodanige party of 'n partyvertegenwoordiger versuim om die arbitrasieverhoor by te woon;
 - (ii) bewys word gelewer dat sodanige party in kennis gestel is van die verhoor;
 - (iii) *prima facie*-bewys gelewer word by die arbitrasie dat die betrokke party versuim het om aan die vereistes van die Ooreenkoms te voldoen;
 - (vi) om enige toekennning wat deur hom of enige ander arbiter gemaak is, op grondige rede te wysig, nêtig te verklaar of te verander, sonder om die geheel hiervan te beperk, het die arbiter hierdie bevoegdhed indien—
 - (i) die toekennning foutiewelik in die afwesigheid van enige party, wat deur die arbitrasie gemaak word, versoek of gemaak is;
 - (ii) die toekennning dubbelsinnig is of 'n duidelike fout of weglating bevat, maar alleenlik met betrekking tot sodanige dubbelsinnigheid, fout of weglating;
 - (iii) die toekennning toegestaan is as gevolg van 'n algemene fout deur die partye by die verrigtinge; om getuies te dagvaar om 'n verhoor by te woon, indien nodig.

- (i) Die Raad sal enige uitspraak wat deur die arbiter gemaak is, tesame met enige redes, aan alle partye wat belang by die arbitrasie het te beteken.
- (j) Die Sekretaris van die Raad kan aansoek doen om 'n uitspraak van 'n arbiter, 'n bevel van die Arbeidshof te maak ingevolge artikel 158 (1) van die Wet.

30. AGENTE

- (1) Die Raad mag een of meer aangewese persone as Agente aanstel om die Raad by te staan in die toepassing van die Ooreenkoms.

- (2) Die Raad mag ingevolge artikel 33 van die Wet by die Minister aansoek doen om 'n persoon aan te stel as 'n benoemde agent en, indien hy aangestel is as 'n benoemde agent, het sodanige persoon al die bevoegdhede wat aan 'n kommissaris verleen word ingevolge artikel 142, behalwe die bevoegdhede verleen by artikel 142 (1) (c) en (d). Vir die doelendes van hierdie subklousule, word enige verwysing in artikel 142 van die Wet na die direkteur gelees as 'n verwysing na die Sekretaris.

31. REKENINGE EN OUDITS

Die Raad moet verseker dat behoorlik boek en aantekening gehou word wat betref die fondse van die Raad en elke Fonds wat die Raad administreer, in ooreenstemming met seksies 53 en 54 van die Wet en die Raad se Grondwet. Gedoen en onderken te Johannesburg op hede die ste/de dag van Februarie 2002.

E. M. P. BIELOVICH

Voorstatter van die Raad

G. S. KOK

Ondervoorstatter van die Raad

C. DEACON

Namens die Sekretaris van die Raad

E. M. P. BIELOVICH

Voorstatter van die Meat Traders' Association (Gauteng)

E. T. SELORO

Sekretaris van die Meat Distributors' and Allied Workers' Union (South Africa)

P. KESWA

Sekretaris van die South African Meat Distributors and Allied Workers Union

G. S. KOK

Sekretaris van die Gauteng Meat Traders Employees Union



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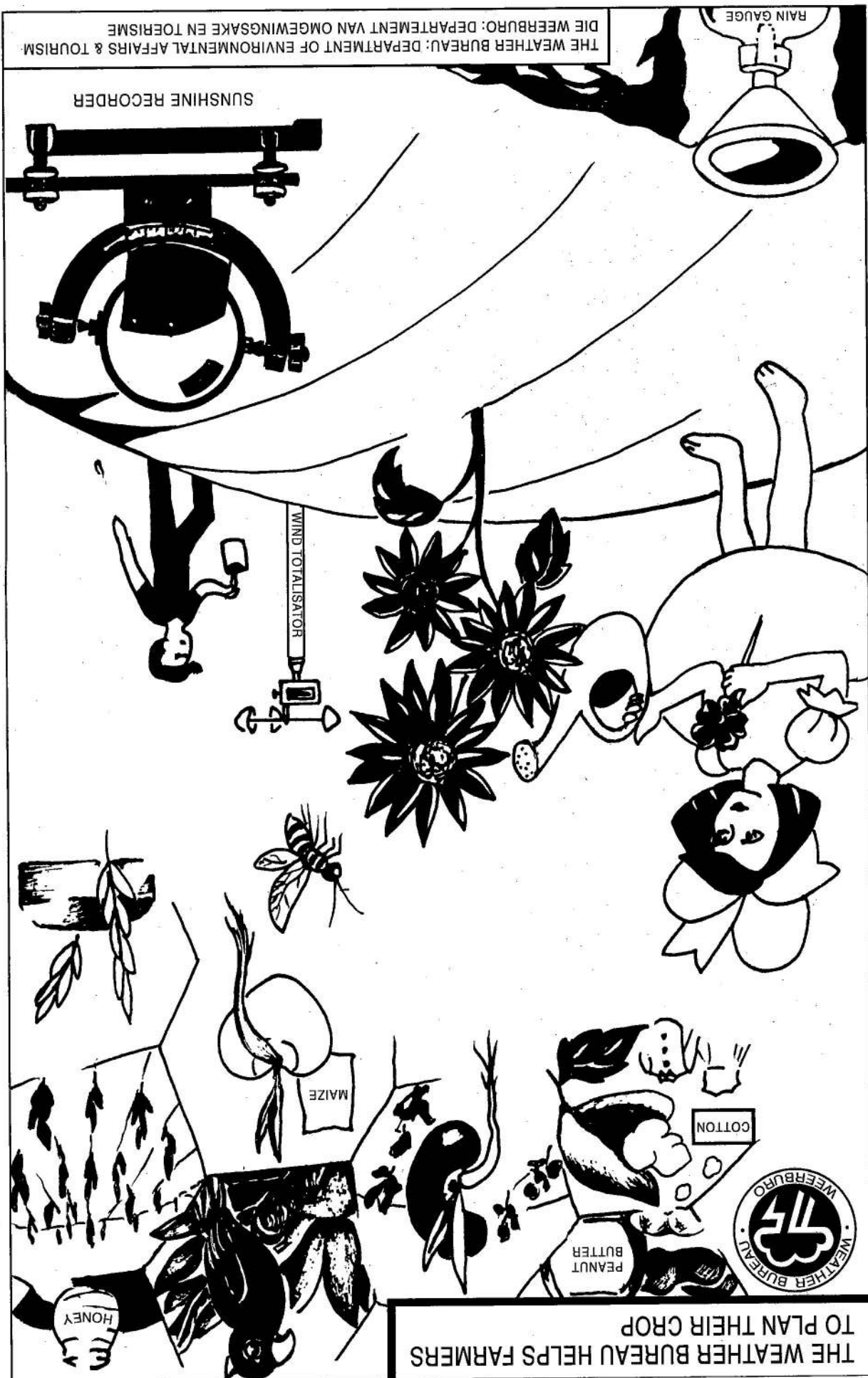
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