

SAOA GUIDELINES

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1. MESSAGE FROM THE SAOA PRESIDENT

Dear Colleagues,

As you are aware, the 21day lockdown commenced after midnight on 26 March 2020

The challenges we now face, are unprecedented in our lifetimes. This is also a new experience for the authorities. We need to proceed with absolute caution and not to underestimate the prevailing risks.

The professions of optometry and dispensing opticianry are indeed to be recognised as primary health care professions. However, it is important to note that this lockdown needs to be considered within the context of the National Disaster Act - abnormal and risky circumstances.

The SAOA Board has already published our position, recommending that practices remain closed for this period. Any services to be rendered should be restricted to urgent and emergent cases as stipulated.

This view has not been taken lightly and has taken cognisance of the view that optometrists provide essential services as well as the potential economic impact on practices, primarily in

the private sector , but these considerations are significantly outweighed by a responsibility to reduce the risk of exposure to you, our members, your staff, families and patients.

Our SAOA office will continue to provide support to our membership with SAOA staff working from home. Please see details of our SAOA Member Hotline facility included in these guidelines.

The recommendations and advice contained in these guidelines represents a compendium of relevant information based on consultation with experts in their fields as well as documents published by the authorities.

The 21day lockdown will be difficult for all of us.

We take this opportunity to extend our very best wishes to all. Please take care and stay safe.

MR DOLLARS BOLOKA

SAOA PRESIDENT

Salient Points

1. The professions of optometry and dispensing opticianry are indeed to be recognised as primary health care professions.
2. This lockdown needs to be considered within the context of the National Disaster Act - abnormal and risky circumstances.
3. The SAOA Board position, - practices remain closed for this period.
4. Any services to be rendered should be restricted to urgent and emergent cases as stipulated.
5. Responsibility to reduce the risk of exposure to members, staff, families and patients outweighs other considerations.

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B. LOCKDOWN RECOMMENDATIONS

1. Shops will not remain open as before. Only CERTAIN shops will be open at DESIGNATED times. It is important to keep up to date with these times. The number of people permitted inside these shops will be restricted.

2. Roadblocks will be implemented EVERYWHERE. To get to your destination, you will have to go through a roadblock and your license will be scanned. This will keep track of your movements (travels). The army will patrol everywhere to ensure that nobody is on the streets.



3. You will only be able to travel once every two to three days to shops etc. Unless you are an employee who is exempt from the lockdown -or if you travel too much, you will be arrested.
4. You are not allowed to travel in pairs. You must travel alone – only one person per car, unless you are in the transport service industry.
5. When travelling you must wear a mask and gloves. If not, this will be provided for you at the roadblock.
6. When travelling back from where you went, you will pass through another roadblock, where you will need to provide proof of what you purchased, and from where. Keep your receipts every time you buy something.
7. Please do not make plans to walk your dog, go on a hike, or cycle. This will not be permitted.

Salient Points

1. Roadblocks will be implemented EVERYWHERE.
2. To get to your destination, you will have to go through a roadblock and your license will be scanned.
3. This will keep track of your movements (travels).
4. The army will patrol everywhere to ensure that nobody is on the streets.

C.FINANCIAL RELIEF INITIATIVES

The President of South Africa has announced a compulsory lockdown period from midnight 26th of March 2020 until 16th of April 2020. This means that only essential operations can continue and work onsite; all other companies must work from home, if possible, or close. This means a huge financial impact on companies and practices which can lead to staff members not receiving full or no salaries as well as possible retrenchments.

Government has put in place a number of initiatives to help relieve the financial burden on employees and organisations who meet the following criteria, namely:

- Small Business Development Programme

- Unemployment Insurance Fund (UIF)
- Temporary Employer/Employee Relief Scheme
- Acceleration of ETI Claims
- 20% PAYE Holdback

Small Business Development Programme

The state and numerous forums and companies are availing money for businesses that are experiencing financial strain due to the compulsory lockdown. Organisations who meet the following criteria can apply at <https://smmesa.gov.za> • Businesses which are negatively affected due to the Coronavirus pandemic.

- Companies must be 100% owned by South African Citizens.
- Employees must be 70% South Africans.
- Priority will be given to business owned by Women, Youth and People with Disabilities.
- Be registered and compliant with SARS; and
- Be UIF compliant.

It appears that priority will be given to businesses owned by females, the youth and persons with disabilities.

The following information will be required:

- VAT Number
- PAYE Number
- Tax Number
- Company Registration Number
- Whether Financial or non-financial assistance is required

Unemployment Insurance Fund (UIF)

The UIF will make funds available to ease the burden on employees who have contracted COVID 19 while working and who are not receiving salaries.

For an organisation that wants to claim for the employees whom they will not be able to pay, the following documentation will need to be submitted.

- UI 2.1 (as attached)
- UI19 and UI2.7 (as attached)
- UI2.8 (as attached)
- A Letter from the Employer confirming company shutdown or employee's "temporary lay-off" due to the Corona Virus
- Copy of Employees ID

You will also need to phone the Response Team Contact person for your region informing them about the complete shutdown and that the company will not be able to pay salaries.

The same documentation will need to be submitted for employees 'who contract the COVID 19 at work.

Temporary Employer/Employee Relief Scheme (TERS)

The Government has also launched TERS which will assist organisations in one of the following three processes:

- Wage Subsidy from UIF
- Wage Subsidy and Training Interventions for Employees
- Turn Around Solution Intervention

Only organisations that are in distress and meet the following requirements will be able assisted:

- Compliant with UIF. If not compliant sign an undertaking to become compliant in a stipulated timeframe.
- Demonstrate the will to embark upon a turnaround or sustainable programme which will result in job preservation at the expiry of the funding.

The organisation will need to present the following documentation:

- Proof of employment and list of employees
- Salaries of Directors
- Dedicated bank account

- Registration with Central Supplier Database
- Power of Attorney
- Turnaround strategy implementation plan
- Report progress on the implementation plan

Acceleration of Employment Tax Incentive (ETI) Claims

The ETI, implemented in 2014, is an incentive to encourage employers to hire young work seekers

ETI claims will be paid out monthly and not bi-annually. This will assist organisations with paying out wages and salaries for youth registered on the programme.

A further guideline that the government has implemented is that organisation can withhold 20% of their PAYE monthly payments back for the next three months. This will assist organisations with cashflow.

TERS Clarified

On 26 March 2020 the Minister of Employment and Labour published a directive (“Directive”) clarifying certain aspects of the Regulations to the Disaster Management Act 57 of 2002.

The Directive is effective from 26 March 2020 for a period of three months and provides:

- Due to the lockdown, employees may be laid off temporarily and may not be paid;
- Whilst employers are encouraged to pay employees during this period they are not obliged to do so;
- Where it is not economically possible for employers to pay employees a special benefit fund has been set up under the auspices of the Unemployment Insurance Fund (“UIF”);

A company which has to close its operations for a period of three months or less due to the COVID-19 pandemic will qualify for TERS benefit, provided that:

- (a) The company is registered with the UIF;
- (b) The company must comply with the application procedure for the financial relief scheme; and
- (c) The company’s closure must be directly linked to the COVID-19 pandemic.

The benefit shall be de-linked from the UIF’s normal benefits and therefore the normal rule that for every four days worked the employee accumulates a one day’s credit and the maximum credit days payable is 365 for every four years will not apply.

The benefit will only be for the cost of salary for employees during the temporary closure.

The salary benefits will be capped to a maximum amount of R17,712 per month per employee and an employee will be paid in terms of the income replacement sliding scale (38%-60%) as provided for in the Unemployment Insurance Act. This is subject to the limitation that at no time will the salary paid fall below the minimum wage provided for in a particular sector. Presumably this would also take into account the National Minimum Wage.

In addition to the above, an employee who is in quarantine for 14 days due to the COVID-19 pandemic will qualify for illness benefits. Where the employee is in an agreed self-quarantine for 14 days then the employer and employee must both submit confirmation of this. Confirmation letters will suffice in this regard. Where the employee is quarantined for a period exceeding 14 days then a medical certificate must be submitted by a doctor for continued payments.

Employers must apply by reporting their closure via email to Covid19ters@labour.gov.za.

An automatic response will be generated setting out the application process. The employer shall be required to submit the following documents:

- (a) Letter of authority from the company; and
- (b) Signed memorandum of agreement from the employer or Bargaining Council with the UIF.

The above provides employers and employees with a form of temporary relief during the upcoming weeks.

Salient Points

Government has put in place a number of initiatives to help relief the financial burden on employees and organisations, namely:

- Small Business Development Programme
- Unemployment Insurance Fund (UIF)
- Temporary Employer/Employee Relief Scheme
- Acceleration of ETI Claims
- 20% PAYE Holdback

Some tips to keep yourself safe:

- Don't assume a text, phone call or email from someone claiming to be your bank is genuine. If you're not sure, contact your Banker directly.
- Never disclose security details (such as your PIN or full password).
- Don't move your money or make a payment to a 'safe account' that we've set up for you. We'll never ask you to do this.
- Don't panic, and don't let yourself be pressured into action.

D.LABOUR RELATED MATTERS

Now that the country faces a shutdown as a result of Covid-19, millions of workers, including practice staff, are concerned about their livelihoods and whether they will still have a job tomorrow, next week or next month. Equally, employers – big and small – are concerned as to whether their businesses will survive the shutdown and beyond.

While the government has appealed to employers to pay their workers during the duration of the shutdown, some businesses have already closed and are laying off workers without any proper consultation or are contemplating closure; some might struggle through and be able to partially pay their workers and some might be able to pay workers during the shutdown.

Employer Options?

There are various options that employers can explore in trying to find some resolution to this as well as a number of government interventions and measures which have either been put in place during this time or have existed and can be applied under such conditions.

This guideline takes into consideration how all parties from unions/workers to employers and the state can utilise these measures or pieces of legislation such as the Unemployment Insurance Fund, the Occupational Health and Safety Act and the Temporary Employer/Employee Relief Scheme (TERS) to name but a few, to minimise hardships, where possible.

The first consideration is how practices can fund this shutdown in terms of payment to employees.

The options available include, for example, viewing the shutdown as annual leave; get agreement on the basis of individual consultation with employees or explore whether agreement could be reached on a pay cut only for the duration of the shutdown. If the employer

cannot pay for the full period, perhaps explore part-payment and then the employee can claim from the Unemployment Insurance Fund.

Possible solutions will differ according to each particular situation. However, where practices cannot pay their employees or can do part-payment, the Minister of Employment and Labour, Thulas Nxesi, has announced measures that the department put in place as required under the current special circumstance relating to Covid-19 and its impact on UIF contributors.

The Unemployment Insurance Fund will compensate affected workers through a new “National Disaster Benefit” and its existing Illness, Reduced Work Time and Unemployment benefits. So, if a practice is forced to shut down and is unable to pay employees, they will pay compensation in the amount equal to National Minimum wage for three months – which is R3,500 a month per employee, or if an employer cannot pay employees during the shutdown then employees can claim up to R3,500 a month.

The UIF has provision to pay a compensatory amount for partial employment or where an employer can only pay a partial amount (and this could be applicable during the shutdown). So, if an employer is reducing the working days from for example five days per week to three days per week, an employee could then claim for the two days for which

the employer may not be able to pay. This is one way of reducing payroll and preserving cash flow. In the same vein, the employee can claim for the amount that the employer has not been able to pay during the shutdown.

In summary

- An employer who cannot pay his/her employees for this period can apply for the National Disaster Benefit from the UIF.
- This benefit will be delinked from the UIF’s normal benefit structure and this benefit will be at a flat rate equal to the national minimum wage (R3,500) per employee for the duration of the shutdown or a maximum of three months, whichever period is the shortest.
- If an employee is ill, temporarily laid off or unemployed for longer than three months, the normal UIF benefits will apply.

The UIF has a sophisticated online system. Employers can assist employees by completing the correct forms and lodging them quickly. Employees should also be permitted internet access (and where required assisted) to submit such an application online. Employers should of course ensure all UIF payments are up to date.

What about situations where an employee was on sick leave at the time of the shutdown or was in his/her 14-day self-quarantine? Does the annual shutdown count as sick leave or what kind of leave is this?

The Minister of Employment and Labour was exploring the implementation of special leave; however, at this point there is no “special” leave provision in these laws. Under normal conditions, the UIF pays out for sick leave after an employee has been on sick leave for seven days. In such a situation, the employee will need to get a doctor’s certificate, but if an employee has been self-isolating, he or she cannot prove they were sick, per se.

Under the new extraordinary provisions, the UIF will pay sick leave if self-quarantined on presentation of a letter from the employer and employee in place of a medical certificate. A confirmation letter from both the employer and employee must be submitted together with the application as proof that both the employer and employee have agreed to the 14 days special leave. Under such conditions, employers must ensure that they assist employees as far as possible to be able to claim.

The outstanding issue here is what kind of leave applies if an employee is still on sick leave or in self-quarantine when the shutdown happens?

The sick leave provisions as set out should apply and the employee would be entitled to claim the quarantine period as sick leave in terms of the UIF extraordinary provisions. If they are then diagnosed with Covid-19 then usual sick leave provisions will kick in after that.

While these provisions now exist, the current UIF infrastructure could be put under severe strain in the current crisis. As a result, various unions and employers are exploring whether payment to workers could be made through the bargaining council administered funds such as the sick pay funds, where they exist.

As described above, a further provision provided for which is linked to the UIF but is administered by the Commission for Conciliation Mediation and Arbitration (CCMA) where employers could seek some form of relief is the Temporary Employer/Employee Relief Scheme (TERS). This scheme came into effect in December 2019 and applies to companies in distress.

If a company is deemed to be in distress, it can apply to the CCMA to seek a TERS allowance through the single adjudication committee process by the previously mentioned departments. However, under the current conditions, where companies can make a case that they have been directly affected by Covid-19, they could apply for a TERS allowance.

The TERS has its origins in the Training Layoff Scheme which emerged out of the 2008 global financial crisis and has been the subject of negotiations in the build-up to and post the 2018 Presidential Jobs Summit.

In effect, a distressed company – if UIF compliant – can seek to obtain a wage subsidy (and or training interventions) through this scheme. In the event that an application is approved, the UIF could pay out, within five days of the company’s application being successful, TERS allowances for each employee to a monthly amount not exceeding R17,242.

Finally, there is another piece of legislation which parties could explore in the event that certain categories of employees get sick while at work and can seek compensation.

The Occupational Health and Safety Act 85 of 1993 states that an employer has an absolute legal obligation to create a place of safety for your employees. Hence, the law imposes a duty on the employer to ensure employees minimise exposure and, under our current situation, it would be the spread of the virus which would have applied to all employees until the shutdown.

However, this will now apply to employees who are in designated services and are expected to work. The Compensation Commissioner, in terms of the Compensation for Occupational Diseases Act, recently issued guidelines on what they will and will not consider occupational disease. Important to note is the inclusion of employees who may not ordinarily be those acquiring occupational diseases at this time like healthcare workers would be.

These medium risk employees include those exposed through ongoing community activities with high density population activities such as doctors’ waiting rooms, schools, large retailers, government advice centres, or if the disease was contracted due to international travel for work.

There is a procedure to follow and if the fund accepts responsibility the fund would pay medical expenses and up to 30 days sick leave/compensation. However, they would NOT be paying the quarantine period. This is for UIF.

What about domestic workers and those workers who are working during this period?

Obviously as an employer the ideal would be to send your worker home to be with their family on full pay. However, there may be instances where employers themselves are losing their jobs as employees and may not be able to do this. Alternatively, they could be employed in one of the essential services and hence they will require assistance at home while they are caring for people or supporting the economy. As with all employment processes, an open discussion and agreement is best practice.

If the employer (of a domestic worker, for example) is facing financial constraints, then he/she should advise his/her employee and agree on an arrangement which could include a temporary layoff during this period. The employee will be able to claim the national minimum wage from the UIF disaster fund. If a company is designated as an essential service, it will need to reach an agreement that does not infringe on the “lockdown” regulations, or labour rights of the employee.

Amid the heightened tensions and anticipated hardships that our society will face, workplace conflict could arise and it will require employers and unions or employee representatives to have some hard and difficult conversations to reduce the impact of what could emerge in the months ahead and not just during the 21-day shutdown.

E.THE NATIONAL DISASTER BENEFIT (NDB) AND TEMPORARY RELIEF SCHEME SERVICES (TERS) CLARIFIED

In essence, the initial declaration of a National Disaster by the SA President, and subsequently the lockdown, presents employers with economic challenges. With reference to management of staff, the following options could be considered by employers.

1. Retain staff with full pay, particularly in situations where staff are still able to work from home.
2. Use annual leave entitlements in lieu of time off from work
3. Unpaid leave where staff may apply for UIF relief,

During the 21-day lockdown, primarily non-essential businesses will be forced to shut down, meaning workers in those companies will be required to either stay away from work or alternatively work from home.

The nature of some businesses – such as optometric practices makes it impossible for workers to work from home and impacts the employer and employee, likened to a temporary retrenchment or a layoff.

The government has set up a fund for employers and employees to mitigate such circumstances: Temporary Relief Scheme Services (TERS) and a National Disaster Benefit (NDB).

NDB applies to employers who may, as a direct result from the Covid-19 pandemic, close their business for a particular period and send employees home.

This constitutes a temporary layoff and is not related to TERS at all.

In the event that the employer is unable to pay employees, they may apply for the “National Disaster Benefit” from the Unemployment Insurance Fund in respect of reduced work-time, illness or unemployment benefits.

The CCMA says:

In response to the several enquiries we have received regarding options available to the labour market in respect of TERS and S189A applications, please note the below for clarity purposes:

1. TERS Applications:

The process for applying for relief in terms of participation in the Temporary Relief Scheme is retained in the current format. That is:

- A TERS agreement must be concluded
- The TERS application must be made in the prescribed format (form to be completed) with all supporting documentation to the following mail address with supporting documentation at TERSapplication@ccma.org.za

The following criteria still applies:

- Business distress – drop in revenue as reflected in the audited financial statements or most recent management accounts and labour costs as a high percentage of operation costs
- Employee distress – the likelihood of retrenchment, short-time, and /or any other layoff
- Operational distress – example, occasioned by a prospective business (order book) that places the business and employees at risk in anticipation of new business such as re-tooling for new production lines etc.

Once the application is received, the application is then considered by the Single Adjudication Committee (SAC) for a recommendation.

2. TERS Applications during Covid-19

The same process applies as above. This applies to scenarios that are brought about by the pandemic that could lead to:

- Business closure
- Retrenchments

All the qualifying criteria are still applicable and the administrative process for application remains the same. It is likely that applications will be made as a consequence of the adverse impact of Covid-19 in the next 4 to 6 months and thereafter.

Note: The TERS process is not applicable to the 21 days shutdown.

Businesses and employers in distress wishing to apply for TERS are urged to email: **TERSapplication@ccma.org.za**

3. Essential Services

Users and Stakeholders requiring essential service-related assistance or advice, kindly email: **ZamangwevuM@CCMA.org.za**

or **BeverlyR@CCMA.org.za**.

4. Relief available during the period of shutdown – National Disaster Benefit (NDB)

This applies to employers who may, as a direct result from the current coronavirus (Covid-19) pandemic close their business for a particular period and send employees home. This constitutes a temporary layoff and is not related to TERS at all.

In the event that the employer is unable to pay employees, they may apply for the “National Disaster Benefit” from the Unemployment Insurance Fund in respect of:

- Reduced worktime;
- Illness; or
- Unemployment benefits.

The party making this enquiry will be directed to the nearest UIF (DEL) centre or will be required to access their website (<http://www.labour.gov.za/contacts>). The CCMA has no role to play in this process. In order to ensure that relief is considered, parties who have adequate reserves or contingency plans in place should be encouraged to delay any application so that the most urgent applications are attended to.

In accordance with the “Easy-Aid for Corona” Guide for employer issued by the Department, in the event an employer decides as a direct result of the Covid-19 pandemic to close their business for a period and send employees home, then the reduced work time benefit may be applied for.

As part of the application for the benefit, a letter from the employer confirming the company shut down or employee’s ‘temporary lay-off’ due to the Corona Virus must be included. The maximum benefit will be paid as per the benefit structure if the employer makes zero payment to the employee during the shutdown period. However, if payment is made during the shutdown period, then the benefit will be reduced accordingly.

Where a company opts to close for a short period, the employer is requested to inform the Department so that it can dispatch its provincial rapid response team to assist with the application and payment of this benefit type.

Where an employee has been quarantined for 14 days or longer, the Illness Benefit will apply. To apply for the Illness Benefit, a confirmation letter from both the employer and employee must be submitted together with the application as proof that both the employer and employee have agreed to 14 days 'special leave'.

In this instance, the letters will stand in place of a medical certificate as it is anticipated that the beneficiary would have self-quarantined without prior consultation with a medical practitioner. Benefits will be paid based on these letters. However, should an employee be quarantined for more than 14 days, a medical certificate from a medical practitioner must be submitted together with the relevant forms.

In the event a UIF contributor passes on from Covid-19, death benefits are paid to the beneficiaries of the deceased. People eligible to apply for the death benefits are the spouse, life partner, children and nominated persons, in that order.

In relation to the Reduced Work Time Benefit, the Illness Benefit and the Death benefit, the normal rule that for every four days worked the employee accumulated one credit day and maximum credit days payable is 365 for every four completed years will apply.

Salient Points

- A TERS agreement must be concluded
- The TERS application must be submitted in the prescribed format
- The process applies to scenarios brought about by business closure, retrenchments, etc.
- TERS is not applicable to the 21-day lockdown

F. DEPARTMENT OF EMPLOYMENT AND LABOUR: GUIDELINES TO DEAL WITH COVID-19 AT WORKPLACES

?

The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to Coronavirus Disease 2019 COVID-19.

The OHS read with the Hazardous Biological Agents Regulations requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees.

“Section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). However, in the case of COVID–19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

“However, before the implementation of control measures, current risk assessments need to be reviewed and updated, taking into account the new hazards posed by exposure to COVID-19 in the workplace. This is in accordance with Section 8 (2) (d) of the OHS Act”.

The Department wishes to appeal to employers who have not prepared for pandemic events to prepare themselves and their workers as far in advance as possible of potentially worsening outbreak conditions. The Department advises employers to “go back to basics” by conducting hazard identification and risk assessment to determine the level of risk exposure and communicate to all workers.

The Department has developed a COVID-19 guideline. This COVID-19 planning guidance was developed based on traditional infection prevention and occupational hygiene practices. It focuses on the need for employers to implement the following:

Engineering controls

- isolating employees from work-related hazards,
- installing high-efficiency air filters,
- increasing ventilation rates in the work environment and
- installing physical barriers such as face shields to provide ventilation.

Administrative controls

These controls require action by the employee and employer. Examples of administrative controls include:

- encouraging sick workers to stay at home.
- minimizing contact among workers,
- clients and customers by replacing face-to-face meetings with virtual communications e.g. conference calls, Skype, etc.
- minimising the number of workers on site at any given time e.g. rotation or shift work.
- discontinuing nonessential local and international travel.
- regularly check travel advice from the Department of Health at: www.health.gov.za;
- developing emergency communications plans, including a task team for answering workers' concerns and internet-based communications,
- if feasible, providing workers with up-to-date education and training on COVID-19 risk factors and protective behaviours (e.g. cough etiquette and care of PPE).

- training workers who need to use protective clothing and equipment on how to put it on, use/wear it and take it off correctly, including in the context of their current and potential duties.
- Training material should be easy to understand and available in the appropriate language and literacy level for all workers.

Safe Work Practices

These include procedures for safe and proper work used to reduce the duration, frequency, or intensity of exposure to a hazard. Provide resources and a work environment that promotes personal hygiene. For example:

- no-touch refuse bins,
- hand soap,
- alcohol-based hand rubs containing at least 70 percent alcohol,
- disinfectants, and disposable towels for workers to clean their hands and their work surfaces,
- regular hand washing or using of alcohol-based hand rubs, and
- display handwashing signs in restrooms.

Personal Protective Equipment (PPE)

Whilst engineering and administrative controls are considered more effective in minimizing exposure, PPE may also be needed to prevent certain exposures. Examples of PPE include:

- gloves,
- goggles,
- face shields,
- face masks,
- gowns,
- aprons,
- coats,
- overalls,
- hair and shoe cover and
- respiratory protection, when appropriate.
- Employers should check the NICD website regularly for updates about recommended PPE. **www.nicd.ac.za**

Employers and workers should use this planning guidance to help identify risk levels in workplace settings and to determine any appropriate control measures to implement. Additional guidance may be needed as COVID-19 outbreak conditions change. In the event that new information about the virus, its transmission, and impact, becomes available you may have to modify your plans accordingly.

For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of respiratory infections (i.e., compared to influenza virus outbreaks).

In the case of suspected exposure contact the coronavirus hotline in **South Africa: 0800 02 9999**

The Department of Employment and Labour will for now keep its labour centres opened. The Department has put in place a Crisis Management Team which will be guided by the Department's business continuity plan. The Crisis Management Team will meet every day at 09h00 to assess the situation and put measures in place to promote health and safety of staff and its clients.

The queues at labour centres and services provided will be managed to adhere to the 100 people not gathering in one place at the same time.

For more information contact:

**Teboho Thejane, Departmental Spokesperson: 082 697 0694 or
Teboho.thejane@labour.gov.za**

Salient Points

1. The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to Coronavirus Disease 2019 COVID-19.

2. The Department has developed a COVID-19 guideline which encompasses the following
 - 2.1. Engineering Controls
 - 2.2. Administrative controls
 - 2.3. Safe work practices
 - 2.4. Personal Protective Equipment (PPE)

G. COMMONLY ENCOUNTERED LABOUR RELATED Q's and A's

Here are some answers we have sourced to the most common questions being asked right now:

What is an employee's sick leave entitlement?

The Basic Conditions of Employment Act (“BCEA”) regulates sick leave entitlement. Each permanent employee is entitled to a “sick leave cycle” for every 36 months’ employment with the same employer. During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks. Usually (for an employee who works 5 days a week), this equates to 30 days’ sick leave per 36 months of employment.

Must an employee be paid for sick leave?

An employer must pay an employee for sick leave: a) the wage the employee would ordinarily have received for work on that day; and b) on the employee’s usual pay day.

When is an employer not required to pay sick leave?

An employer is not required to pay an employee for sick leave if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee’s absence on account of sickness or injury.

What are the basic requirements for the medical certificate?

The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council.

What if sick leave is exhausted?

An employer is not required to pay employees for sick leave taken when their sick leave entitlement has been exhausted. However, we recommend that authorised unpaid leave be considered. In those instances, the employee must claim illness benefits in terms of the Unemployment Insurance Act 63 of 2001 (“UIA”). In terms of section 20 of the UIA, a contributor is entitled to the illness benefits contemplated in the UIA for any period of illness if, inter alia, the contributor is unable to perform work on account of illness.

When can an employee be dismissed due to the Coronavirus?

In terms of Schedule 8: Code of Good Practice Dismissals, an employer must investigate the extent of the illness if the employee is temporarily unable to work. If the illness could result in

a prolonged absence from work, alternatives to a dismissal must first be considered. The factors to take into account in considering alternatives to dismissal include: the seriousness of the illness, the period of absence, the nature of the employee's job, and whether a temporary replacement may be secured.

During this process, the ill employee should be given an opportunity to make recommendations as well. Only once all these processes have been followed and no alternative to dismissal has been found, may an employer consider dismissal.

May employers consider retrenchments due to the impact of the Coronavirus ?

Section 189 of the Labour Relations Act 66 of 1995 applies if an employer contemplates dismissing one or more of its employees for reasons based on its operational requirements. "Operational requirements" is defined as requirements based on the economic, technological, structural or similar needs of the employer.

A retrenchment is as a result of no fault on the part of the employee. In the circumstances, it is not an opportunity for an employer to terminate the employment of ill employees.

At this point, the Coronavirus is unlikely to trigger an operational need. The recommended period for recovery/isolation is 14 days – this in itself cannot trigger a need to retrench. However, should a large number of employees be infected, an operational need could possibly arise in future.

What can be done about employees who refuse to come to work?

Employees remain obligated to come to work, unless instructed otherwise by their employers. Employees who refuse to come to work must have a valid reason for their absence. The mere presence of the Coronavirus in South Africa does not constitute a valid reason to stay away from work. Employees who stay away from work without a valid reason, may face disciplinary action

We encourage employees to rather speak to their employers about their concerns before making a decision to stay at home, without authorisation.

Do employees have the right to work from home?

Employees do not have a right to work from home. Working from home may be considered by employers but should not be implemented by employees without the employer's consent. We encourage employees to rather speak to their employers about their concerns.

May employees be required to work from home?

Yes. Working from home may be permitted at the discretion of the employer. This is not always viable but could be considered in a corporate environment. Should employers consider this option, we recommend that clear guidelines be set for employees. This may include that the working environment must be safe, the employee must have a secure telephone line and Wi-Fi connection, and employees should remain within travelling distance of the office.

May an employee's professional or personal travel plans be restricted?

Professional travel plans may be changed or prohibited. However, an employer does not have the right to dictate whether an employee may travel during his/her annual leave or weekends. Employers may, however, require their employees to disclose if they have travelled to any specific locations in order for the employer to assess the risk to other employees or customers.

As an employer, what are my obligations?

The Occupational Health and Safety Act 85 of 1993 ("OHSA"), requires an employer to bring about and maintain, as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees. For this reason, we recommend that employers adopt contingency plans and communicate with its employees regarding the measures it will adopt in securing the workplace. This may include –

- the prohibition of handshakes or physical contact;
- limitation on meetings;
- sufficient supply of hand sanitizer; or
- requiring employees to work from home, should they feel sick in any way.

It may also be necessary to relax the sick leave policy or to permit more flexibility in working arrangements.

As an employee, what are my obligations?

The employee and the employer share the responsibility for health in the workplace. Therefore, both the employee and employer must pro-actively identify dangers and develop control measures to make the workplace safe. For this reason, employees should abide by any policies adopted by the employer to curb the spread of the Coronavirus. Employees should also inform their employer if they are aware of any risk to the health of their colleagues.

Practical Tips

The following practical tips may be considered:

- The prohibition of unnecessary meetings and the increased use of video conferencing facilities.
- The prohibition of any form of physical contact, specifically hugs and handshakes.
- Requiring employees to report to their manager if they feel unwell in order to possibly allow that employee to work from home.
- Requiring employees to disclose if they have travelled to a high-risk area recently.
- A rule that requires employees to wash their hands regularly.

*The answers to these questions are intended as guidelines and always subject to the specific facts of each matter and we recommend that you contact an employment law expert for advice applicable to your facts, if deemed necessary.

H. LANDLORD/TENANT CONSIDERATIONS

Rental payment problems caused by COVID-19 – Landlords and tenants need to consider how best to decrease their risks

The effects of COVID-19 are being felt by small and larger businesses particularly in the retail and leisure sectors, due to low consumer confidence, less disposable income and continued health concerns. With this in mind, landlords and tenants need to consider how best to decrease their risks.

Restaurants and other leisure owners are decreasing staff working hours or sending staff members home and the combined effects and measures as a result of lower turnover will leave tenants unable to make payment of their monthly rental until the virus is contained and business returns to a semblance of normality.

The legal issues

What is set out below merely constitutes an opinion which deals with the usual clauses in commercial or retail leases. It is unknown how landlords or the courts will react to any action taken by landlords and tenants and as such parties should seek legal advice.

A failure to pay full rental and operating costs on time constitutes in most cases a breach of the lease, entitling landlords to cancel the lease, claim arrear rentals and sue for damages, being the rental for the balance of the lease. In addition, most leases do not contain a force majeure clause and thus reliance thereon by a tenant is out of the question.

Tenants have an obligation to adhere to health and safety procedures or have specific obligations not to cause any harm to or expose anyone to any health and safety risks. A failure to comply with clauses of this nature, could result in a tenant being in breach of the lease, giving rise to a potential claim for damages from the landlord and even termination of the lease.

If a landlord decides to close a shopping mall or centre, a tenant may not have a right to claim a reduction or the right to withhold the payment of the rental, nor would the tenant have a claim for damages for loss of earnings, as most leases contain clauses limiting the landlord's liability.

Occupation clauses are usually limited to the landlord not being able to give the tenant occupation and could not reasonably be extended to closure due to the threats posed by the virus.

Where tenants decide unilaterally to close their doors, the question arises as to whether it will be treated as a breach of the lease, and whether this would have an effect of any option to renew the lease.

Suggested measures

In order to avoid the strict letter of the law being implemented by the landlord, tenants are advised to:

- communicate with their landlord, to reach agreement that the failure to pay on time, in full or at all and /or a closure of the store (whether on the landlord's insistence or the tenant's unilateral decision), will not constitute a breach of the lease.
- propose alternative measures such as a moratorium or reduction in rental for a period of 3 to 6 months; or
- add any arrear rental to the end of the lease term (hopefully without incurring any interest); or
- have the landlord extend the lease period by the number of months during which the rent is not paid or short paid in order to recover any amounts owing to the landlord (the monthly rental for the added periods will be at the amount payable in the last month of the original period, and thus the landlord will benefit from the escalation clause in the lease; or
- negotiate for the rent to be permanently or temporarily converted to a turnover-only basis (without a base cost).
- continue paying essential operating costs to keep the "lights on" and to provide sanitation and security services etc. unless common areas or the entire Centre or Mall are closed by the landlord.
- check whether their insurance policy makes provision for Business Interruption and act accordingly.

Force majeure

Where a force majeure clause is included in a commercial or residential lease in terms of which certain circumstances will prevent the fulfilment of contractual obligations, these clauses may

cause delay or absolve one or both parties to a contract of all or part performance of their obligations on the occurrence of certain events which are outside their control. The onus is however on the party relying on the clause to prove that the COVID-19 falls within the contract wording, and that non-performance has been a result of the outbreak.

It is evident that a number of sectors and the economy will be affected by the knock-on effect of COVID-19 to counteract this the UK and United States governments have granted mortgage holidays and propped up the economy by pouring cash into the system. If the South African government follows suite and provides banks with interest free loans, these facilities can be provided to customers including mall owners and other landlords who should then pass on the benefit to tenant's giving them a much-needed breathing space.

In summary, strategic financial planning, negotiations and consultative discussions are the only way for business owners and landlords to overcome the catastrophic effects of the virus.

I. THE COVID-19 REGULATIONS FOR RETAIL LANDLORDS?

On 24 March 2020, the Minister of Trade, Industry and Competition published certain regulations entitled COVID-19 Block Exemption for the Retail Property Sector 2020 against the background of the declaration of a National State of Disaster on 15 March 2020 in response to the COVID-19 pandemic.

Quick take

The regulations - which are limited in their application to certain selected retail environments - seek to exempt certain categories of collective agreements between landlords; tenants; and landlords and their tenants; from the application of sections 4 and 5 of the Competition Act, as a response to the national disaster.

The categories of agreements contemplated by the regulations include payment holidays, rental discounts and limitations on evictions. The retail environments covered by the regulations are limited to clothing, footwear and home textiles; personal care (grooming); and restaurants.

The regulations have clearly been drafted in haste. They are not clear, require interpretation, and they may not in fact amount to a blanket exemption, even within the limited scope of their application.

Sections 4 and 5 of the Competition Act

Section 4 of the Competition Act prohibits agreements or decisions between competitors that directly or indirectly involves fixing a purchase or selling price or any other trading condition. Depending on the circumstances, a trading condition may include an agreement on discounts, or on payment terms.

Section 5 of the Competition Act prohibits an agreement between a firm and its suppliers, or between a firm and its customers (read “tenants”), that has the effect of substantially preventing or lessening competition in a market.

Conditions for Exemption: Categories of Tenants

The exemption is limited to agreements (or practices) in respect of the following categories of tenant retailers: clothing (which includes clothing, uniforms, sportswear, protective gear and workwear); footwear; home textiles (which includes sheets, pillows, towels, table cloths, carpets and blankets); personal care grooming services (which includes hairdressers and health and beauty salons); and restaurants (businesses that prepare and serve food and beverages).

Conditions for the Exemption: Categories of Agreements

The exemption is limited to agreements (or practices) in respect of: payment holidays and/or rental discounts; limitations on the eviction of tenants; and (cryptically) the suspension or variation of clauses in lease agreements that restrict the tenants from undertaking reasonable measures to ensure their viability during the national disaster. The types of agreements contemplated here would include, for example, an agreement between the landlords of two or more retail malls to grant all of their tenants a payment holiday for a certain period, or not to evict them for a certain period, or an agreement between a group of tenants in a mall and their landlord to negotiate a blanket rental discount for a certain period.

Exemptions must extend to all

To qualify for the exemption, such agreements must be extended to all such retail tenants, including small, independent tenants (in this context, “independent” probably refers to a retailer which is not part of a chain), if those tenants are South African. So, for example, an agreement between the landlords of two or more malls, and several clothing chains, a payment holiday would have to be extended to the independent clothing boutiques in those malls (if they were South African). This appears to be an attempt to ensure that all tenants are treated evenly, irrespective of their size.

A further requirement is that such agreements must be entered into with the sole purpose of ensuring the survival of the tenants of the retail properties.

Communications Concerning Rentals Prohibited

The regulations specifically exclude any communications or agreements in respect of prices (read “rentals”), unless the Department of Trade, Industry and Competition has specifically authorised it. It may, for example, be necessary for landlords to share information concerning rentals in order to determine an appropriate rental holiday period or discount for their tenants. The agreement of such rentals is nevertheless prohibited, unless the Department has previously approved it.

Paper Trail

Landlords and tenants who participate in any such exempted agreements or practices must keep minutes of all meetings held and such agreements or practices must be recorded in writing.

Conclusion

Until such time as there is clarity, possibly in the form of amended regulations, landlords and tenants who wish to collectively negotiate agreements of the type contemplated by the regulations would be well advised to involve the Department of Trade, Industry and Competition before those negotiations commence.

There is also a school of thought, based on certain statements within the regulations that any such agreements (or practices) might have to be limited to the period of the national disaster. We consider that to be unlikely, but it is worth bearing in mind. That may be another good reason for involving the DTIC.

The take-out for parties seeking to conclude such collective agreements in retail categories not covered by the regulations is that they should be wary of doing so, since the authorities appear to be of the opinion that such agreements have the potential to fall foul of the Competition Act. The conclusion of similar such agreements between individual landlords and individual tenants, would ordinarily not raise significant competition law concerns, and appear to fall outside the ambit of these regulations.

J. COVID-19: COMPETITION EXEMPTIONS FOR BANKING & RETAIL PROPERTY SECTORS

On the back of the declaration of COVID-19 as a national disaster and the subsequent publication of the COVID-19 Block Exemption for the Healthcare Sector under the Competition Act, 1998 (the Competition Act), the Minister of Trade, Industry and Competition (the Minister) on 23 and 24 March 2020 published the Block Exemptions for the Banking Sector and Retail Property Sector (the Exemptions), respectively.

The Exemptions aim to strengthen the Government's programs designed to fight COVID-19 by exempting categories of agreements or practices from the application of sections 4 and 5 of the Competition Act. The Exemptions are aimed at allowing certain forms of concerted conduct that would otherwise be prohibited under the Competition Act, to prevent an escalation of the national disaster and to alleviate, contain and minimise the effects of the national disaster.

The Exemptions are effective immediately and will remain in operation for as long as COVID-19 is declared a national disaster, or until they are withdrawn by the Minister.

Historically, very few exemptions have been issued by the competition authorities. Given the current unprecedented circumstances and the Minister's new powers to issue such regulations in terms of recent amendments to the Competition Act, exemptions have been issued in relation to three major industries in the last few days. It is anticipated there may be a continuing need for further exemptions of this nature in relation to other industries such as food, hygiene and cleaning products, given their critical importance. In addition, the Exemptions make provision for parties within the banking and retail property sectors to request that the Minister expand the scope of the exemptions if additional agreements or practices are identified that are not currently included

Firms operating in these industries need to carefully scrutinise the terms of these exemptions - the exempted categories are very specific and only relate to certain types of conduct. For instance, the risk remains that discussions in relation to pricing are still prohibited (unless authorised by the Minister) - firms need to exercise great caution in ensuring that collaborative efforts do not result in a violation of the Competition Act. In this regard, the Exemptions also caution that parties keep a careful paper trail of minutes of meetings held and written records of any agreements or practices falling within the scope of these exemptions.

The Competition Commission is also on high alert during this time - the Commission has announced that a dedicated team will be prioritising all COVID-19 complaints and the enforcement of the regulations gazetted by the Minister. Non-compliance with the regulations could lead to maximum penalties and sanctions being imposed.

Banking Sector Exemption

This exemption applies to Banks, the Banking Association of South Africa (BASA) and the Payments Association of South Africa (PASA). It is specifically aimed at enabling the banking sector to:

- minimise the negative impact on the ability of customers, including both business and private individuals,
- to manage their finances during the national disaster, and
- be in a position to continue normal operations beyond the national disaster; and

- manage banking infrastructure, including the payment infrastructure, ATMs and branches.

The following categories of agreements or practices in the banking sector are exempt from the application of sections 4 and 5 of the Competition Act if undertaken at the request of, and in coordination with, the Minister or the Minister of Finance for the sole purpose of responding to the COVID-19 pandemic national disaster and which exclude communication and agreements in respect of prices unless specifically authorised by the Minister or the Minister of Finance:

- Payments systems with the sole purpose of ensuring essential payment systems to operate during the COVID-19 national disaster, which are limited to the development of industry monitoring, operational policies and contingency plans in respect of:
 - the continued availability of bank notes to ATMs, branches and businesses;
 - the continued provision of essential ATM, branch and corporate banking services; and
 - the continued provision of electronic payments systems.
- Debtor and credit management with the sole purpose of ensuring management of debtors and extension of credit continue during the COVID-19 national disaster, which are limited to the development of industry policies and monitoring in respect of:
 - payment holidays and debt relief for business and individual debtors subject to financial stress;
 - limitations set on asset repossessions of business and individual debtors subject to financial stress; and
 - the extension of credit lines to individuals and businesses subject to financial stress.

Further, any person may make written representations to the Department of Trade and Industry regarding possible amendments to this exemption within 14 days of their publication.

Retail Property Sector Exemption

The exemption relates to certain categories of agreements or practices between designated South African retail tenants and retail property landlords from the application of sections 4 and 5 of the Competition Act.

The exemption is aimed at enabling the retail property sector to minimise the negative impact on the ability of designated retail tenants, including small independent retailers, to manage their finances during the national disaster and be in a position to continue normal operations beyond the national disaster.

Retail property landlords means those businesses that are involved in the supply of rentable space in the retail property sector such as retail shopping centres. The categories of landlords may include:

- real estate investment trust companies;
- property developers who own or operate retail shopping centres; and

- other intermediaries through whom the letting of rentable space in the retail property sector is facilitated.

Designated retail tenants mean firms which are retailers of goods or services that lease retail property from a retail property landlord, which is incorporated, established or formed under the laws of South Africa and whose place of effective management is within South Africa, and that fall within the following designated trading lines:

- Clothing, footwear and home textile retailers, which means retailers of wearable garments and products including menswear; ladieswear;
- children's clothing; clothing for infants; sleepwear; underwear; intimate apparel, including lingerie; hosiery and socks; millinery (hats and caps); ties; school uniforms; sportswear;
- Swimwear; protective clothing; workwear;
- hospital apparel;
- branded corporate wear;
- bespoke tailoring;
- footwear; and
- home textile products including sheets; pillows; towels; table cloths; carpets; terry towels; and blankets;
- Personal care services, which means retail outlets providing personal grooming services such as hairdressers, health and beauty salons; and
- Restaurants, which means a business that prepares and serves food and drinks to customers.

In relation to the categories of agreements or practices in the retail property sector that are exempt from the application of sections 4 and 5 of the Competition Act, the exemption only applies if undertaken at the request of, and in coordination with, the Minister for the sole purpose of ensuring the survival of tenants of retail properties during the COVID-19 national disaster, which are limited to agreements or practices in respect of:

- payment holidays and/or rental discounts for tenants;
- limitations on the eviction of tenants;
- the suspension or adjustment to lease agreement clauses that restrict the designated retail tenants from undertaking reasonable measures required to protect viability during the national disaster;

The exemption excludes communication and agreements in respect of prices unless specifically authorised by the Minister.

To qualify for an exemption, such agreements must extend to all South African retail tenants in the designated retail lines, including small, independent retailers, unless otherwise authorised by the Minister or the Competition Commission.

Comment

Taking a broader view, landlords also need to know what options are open to them if tenants lose their income due to the lockdown or the economic effects of the Covid-19 pandemic. If they are quality tenants who have previously always paid their rent in full and on time, we would suggest that they be asked to sign a waiver to the effect that their deposit may be used as rent for a certain time instead of it having to be held in trust.

It would be best if this agreement were drawn up by a professional rental agent and it should also contain a provision that the deposit is to be re-instated, perhaps in instalments, by a certain date, and that the landlord will be able take legal action if the tenant reneges on this arrangement.

Alternatively, landlords may decide to give good tenants a “payment holiday” during the lockdown or even for the next couple of months, especially if they have been given a similar indulgence by their bank on their bond instalments. The banks are currently working on plans to suspend certain loan payments during the lockdown.

However, they do need to proceed with caution and make sure there is a written agreement in place that provides for them to withdraw the indulgence under certain circumstances, for the unpaid rent to also be re-instated before the end of the lease, and for them to be able to take legal action if the tenant reneges on the special arrangement.

Possible freeze on evictions

When it comes to tenants who had been given notice to move because they were already defaulting on their rent, landlords may now be obliged to let them stay on at least until the end of the lockdown period.

However, if they again don't pay rent, it is important that the landlord or rental agent keep reporting this to the credit bureaux and continuing to follow the correct legal procedures so that the eviction process can begin promptly after the State of Disaster is lifted.

On a different note, landlords with units in sectional title (ST) schemes – and especially large, multi-storey buildings – should find out as soon as possible what the situation will be during lockdown as regards the maintenance of lifts, cleaning of the building and refuse removal, and advise their tenants accordingly.

Get a daily news update via WhatsApp or sign up to our newsletters.

K.CORRESPONDENCE/DOCUMENTATION REQUIRED IF TRAVELLING DURING THE LOCKDOWN

All businesses, including practices, permitted to provide essential services are required to obtain from the Department of Trade ,Industry and Competition.

Such businesses are required to apply to the Companies and Intellectual Properties Commission (CIPC) Bizportal website – www.bizportal.gov.za and obtain a certificate that allows them to continue to trade.

The Bizportal website contains a menu icon listed as Essential Service Businesses ‘ through which an application can be made.

The application is to take the form of a simple declaration to include:

- Registration details
- Type of business
- Trading name
- Contact details
- Nature of essential service etc.

Also see attached:

PERMIT TO PERFORM ESSENTIAL SERVICES

In addition, Members are advised to carry your HPCSA registration card and ID document on your person at all times.

L.IMPECCABLE HYGEINE: TIPS FOR OPTOMETRISTS – COVID19

Prior to starting each session:

CLEANING REQUIRED

Disinfect all surfaces with disinfecting spray and paper towel:

- ? Door handles
- ? All light switches – spray onto a paper towel first
- ? Bench or desk surfaces
- ? Patient chair, particularly the arm rests

? Keyboard and mouse

? Computer screen

? PD ruler/occluders

? Trial frame/phoropter

? Slit lamp shields

? Near VA chart

You might choose to do part of this in front of the patient, particularly the slit lamp table and handles or where patients tend to hold on. Chin and forehead rests should already be done in front of the patient.

Consider condensing down your clinic equipment to minimum amount required to reduce clutter (and surface area) in the clinical space.

Consider the position of your computer screen / chair – where possible consider moving this a little further from the patient than you would normally set it to increase distance during history / management.

Frames and pupillometers in the dispensing area should be cleaned with the disinfectant spray rather than alcohol swabs to reserve them for clinical use.

At the end of each session:

Disinfect all surfaces; remove any rubbish or clutter (opened saline vials should go in the bin).

Make sure you haven't left anything behind – paperwork, personal items,

Keeping consulting rooms clean and tidy will help with ongoing cleaning, reduced infection risk and a safer work environment for us all!

During clinical session:

CLEANING REQUIRED

Upon entry and exit, patients should be directed to wash their hands with chlorhexidine hand wash and water.

Between patients clean using disinfectant spray and paper towel:

? Patient chair and arms

? Slit lamp tabletop and handles

? Slit lamp shield

? Trial frames and phoropter should be cleaned with alcohol swabs as normal.

? Near VA chart

? Occluder / PD ruler / other items as applicable

Alcohol swabs should be reserved for small surfaces only – e.g. tonometer probes, chin rests, forehead rests (this should be done in front of patient)

Review clinical record including previous imaging (prior to calling in patient) to determine likely reason for attendance / required testing.

Narrow down patient goals and concerns during history and tailor your examination appropriately – the aim is to provide essential care only. Routine testing which is not specifically indicated (e.g. DFE) and indicated testing which may be safely deferred for a six month or longer period (VF) should not be performed.

Techniques with increased distance will generally be preferred by both you and the patient – so where tonometry is necessary consider Goldmann in preference to Perkins; fundus lens in preference to direct ophthalmoscopy.

The following techniques should NOT be performed under any circumstances:

- Non- contact (puff) tonometry
- Humphrey VF

The following techniques should be avoided unless absolutely necessary:

- Contact tonometry – disposable probe or iCare preferred
- Lacrimal lavage
- Gonioscopy
- Lid eversion – use gloves and cotton bud
- Medmont VF – only for URGENT cases (this will be rare), patient to wear a mask and careful cleaning following (disinfectant sprayed onto soft cloth and inside of bowl to be wiped – avoiding the camera lens)

- OCT / fundus photography

We should limit our interaction with the patient to 30 minutes maximum.

Care must be taken with the instillation of drops to avoid contact between the dropper and the lids / tears. You may wish to use gloves or a tissue to pull down the patient's lower lid and ensure the patient tilts their head back and instil drop from a distance. Recap the bottle with a clean hand.

Wash hands regularly – both alcohol hand rub and chlorhexidine and water are available in all the clinic rooms. Due to ongoing worldwide issues with supply if chlorhexidine and water are available and suitable please do consider using this in preference to hand sanitiser.

Some patients may request we wear a mask (or wear their own mask), and you may also wish to wear a mask for your own safety.

Current supplies of masks are low, and we are attempting to source more, but there is a known worldwide shortage. Please remember that if a patient is unwell, they should be deferring their appointment. Current WHO guidelines state that people who are well do not require a mask.

The SAOA does recommend that professional and frontline staff workers wear a mask due to frequent exposure of patients who are suspected or confirmed of having COVID19. **RECOMMENDATION:** Pre-screening of patients via telephone and entry to the building to identify patients at risk of COVID-19 so that their visit can be deferred.

Gloves are available where desired; remember the use of gloves does not replace the need for appropriate hand hygiene.

Eye shields are also available for staff use. More information regarding these will be forthcoming soon – in the meantime speak to a duty manager.

Clinical matters:

Conjunctivitis has been reported as a potential sign of COVID19 infection. All patients with signs of being unwell or potential contact with COVID19 should not be seen at ACO. Where there is risk of potential COVID19 infection and an identified acute need for eyecare these patients should be directed to call the Eye and Ear hospital where they can be seen under appropriate conditions.

At this time in particular, patients with an acute problem requiring ophthalmological intervention (e.g. exudative AMD, angle closure, diabetic macula oedema) may prefer to see a local private ophthalmologist rather than a public clinic (smaller waiting room, likely less contact with other people). Please discuss this option with each patient as appropriate. Opening

hours and conditions accepted for various private clinics is likely to be highly variable so it is recommended to call the ophthalmology clinic directly to discuss.

Non-urgent public referrals (e.g. cataract): we can reasonably expect that there will be a significant backlog in public cataract surgery and non-urgent appointments for the foreseeable future – please discuss expectations with patients.

M. SUPPLIER ARRANGEMENTS: URGENT AND EMEERGENT SITUATIONS

In cases of emergency, contact the SAOA Hotline for details as per Directory below.

In essence, suppliers who have opted to provide lenses or contact lenses in urgent or emergent situations during the lockdown period would have needed to have applied for a permit. Please clarify with suppliers concerned when liaising directly.

In addition, there are suppliers who require practitioners to complete a form (example attached)

It is also advisable to provide your patients with a letter should they be stopped in a roadblock (sample attached)

N. DIRECTORY OF SERVICES

Child Line: 0800 055 555

CIPC Portal website: [www. Bizportal.gov.za](http://www.Bizportal.gov.za)

Corona Virus Hotline: 0800 029 999

Department of Home Affairs: 0800 601 190

Department of Health: www.health.gov.za

Department of Labour and Employment: 082 697 0694 or Teboho.thejane@labour.gov.za

Department of Water Affairs: 0800 200 200

Department of Tourism: 0860 868 747

Essential Services related Assistance: ZamangwevuM@CCMA.org.za
BeverlyR@CCMA.org.za.

Gender based Violence Command Centre: 0800 428428

National Crisis Line: 0861 322 322

National Institute for Communicable Diseases: 0800 029 999

Persons with Disabilities: SMS 'Help' to 31531

Presidential Hotline: 17737

SAOA Hotline: Harry Rosen on 084 482 4517 or Lucky Nkosi on 074 242 4261

SA Police Service: 08600 10111

SAPS Crime Stop: 0860 10111 SMS Crime line: 32211

Support for SMME's in Distress: 0860 663 7867

Woman Abuse Helpline: 0800 428 428

Temporary Relief Scheme Services: TERSapplication@ccma.org.za

Undue Price Increases: 0800 141 880

UIF hotline number: 012 337 1997

O. CONCLUSION

The South African President, Cyril Ramaphosa, within the context of a declared state of national disaster, has instituted a national lockdown for 21 days. There is a logical reason for this.

The world is at war with a silent, highly contagious and lethal microorganism. Thousands of innocents, but vulnerable, global citizens are becoming infected and losing their lives. There is no discrimination; no-one is exempt.

Health workers around the world, with the best available interventions and safety methods are becoming infected.

As primary health practitioners, optometrists and dispensing opticians with ethical obligations to patients should use their professional discretion to establish whether increasing the risk of exposing themselves, practice staff, families and patients to infection by not staying at home is justified.

From the SAOA perspective, irrespective of whether optometric services are categorised as essential services or not, the safety of our members, their families, their practice staff and patients remain our primary concern.

The following guidelines are therefore recommended

- **Practices should be closed for the duration of the lock down period**
- **In the case emergency situations, your contact details are to be readily available to patients on voice mail, websites and clearly displayed at practices.**
- **All non- emergency care should be rescheduled until after the lock down period**
- **Print your HPCSA card and keep it with your person at all times, especially when travelling**
- **The principle of impeccable hygiene is to be observed at all times.**

P. TEMPLATES AND FORMS

Refer attached

- Form UI 2.1 Application for Unemployment Benefits
- Form UI 19 Employers Declaration of Employees
- Form UI2.7 Remuneration Received by Employee
- Form UI2.8 Authorisation to pay benefits into bank account
- Form Reg11B_HCP's - Permit to Perform Essential Service
- Letter to accompany order for medical device in emergency situations
- Letter to patients who require urgent or emergent services
- Letter to landlord
- Letter to creditors

Best wishes are extended to our members and families during these trying times. Stay safe!!

H. ROSEN

CHIEF EXECUTIVE OFFICER

SOUTH AFRICAN OPTOMETRIC ASSOCIATION