



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11929

Regulasiekoerant

Vol. 727

23

January
Januarie

2026

No. 53984

PART 1 OF 2

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ISSN 1682-5845



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government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

GPW has an official email with the domain as @gpw.gov.za

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

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

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

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

Fake Tenders

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

How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2026**

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

- **23 December**, Tuesday for the issue of Friday **02 January 2026**
- **02 January**, Friday for the issue of Friday **09 January 2026**
- **09 January**, Friday for the issue of Friday **16 January 2026**
- **16 January**, Friday for the issue of Friday **23 January 2026**
- **23 January**, Friday for the issue of Friday **30 January 2026**
- **30 January**, Friday for the issue of Friday **06 February 2026**
- **06 February**, Friday for the issue of Friday **13 February 2026**
- **13 February**, Friday for the issue of Friday **20 February 2026**
- **20 February**, Friday for the issue of Friday **27 February 2026**
- **27 February**, Friday for the issue of Friday **06 March 2026**
- **06 March**, Friday for the issue of Friday **13 March 2026**
- **13 March**, Friday for the issue of Thursday **20 March 2026**
- **20 March**, Friday for the issue of Friday **27 March 2026**
- **26 March**, Thursday for the issue of Thursday **02 April 2026**
- **01 April**, Wednesday for the issue of Friday **10 April 2026**
- **10 April**, Friday for the issue of Friday **17 April 2026**
- **17 April**, Friday for the issue of Friday **24 April 2026**
- **22 April**, Wednesday for the issue of Thursday **30 April 2026**
- **30 April**, Thursday for the issue of Friday **08 May 2026**
- **08 May**, Friday for the issue of Friday **15 May 2026**
- **15 May**, Friday for the issue of Friday **22 May 2026**
- **22 May**, Friday for the issue of Friday **29 May 2026**
- **29 May**, Friday for the issue of Friday **05 June 2026**
- **05 June**, Friday for the issue of Friday **12 June 2026**
- **11 June**, Thursday for the issue of Friday **19 June 2026**
- **19 June**, Friday for the issue of Friday **26 June 2026**
- **26 June**, Friday for the issue of Friday **03 July 2026**
- **03 July**, Friday for the issue of Friday **10 July 2026**
- **10 July**, Friday for the issue of Friday **17 July 2026**
- **17 July**, Friday for the issue of Friday **24 July 2026**
- **24 July**, Friday for the issue of Friday **31 July 2026**
- **31 July**, Friday for the issue of Friday **07 August 2026**
- **06 August**, Thursday for the issue of Friday **14 August 2026**
- **14 August**, Friday for the issue of Friday **21 August 2026**
- **21 August**, Friday for the issue of Friday **28 August 2026**
- **28 August**, Friday for the issue of Friday **04 September 2026**
- **04 September**, Friday for the issue of Friday **11 September 2026**
- **11 September**, Friday for the issue of Friday **18 September 2026**
- **17 September**, Thursday for the issue of Friday **25 September 2026**
- **25 September**, Friday for the issue of Friday **02 October 2026**
- **02 October**, Friday for the issue of Friday **09 October 2026**
- **09 October**, Friday for the issue of Friday **16 October 2026**
- **16 October**, Friday for the issue of Friday **23 October 2026**
- **23 October**, Friday for the issue of Friday **30 October 2026**
- **30 October**, Friday for the issue of Friday **06 November 2026**
- **06 November**, Friday for the issue of Friday **13 November 2026**
- **13 November**, Friday for the issue of Friday **20 November 2026**
- **20 November**, Friday for the issue of Friday **27 November 2026**
- **27 November**, Friday for the issue of Friday **04 December 2026**
- **04 December**, Friday for the issue of Friday **11 December 2026**
- **10 December**, Thursday for the issue of Friday **18 December 2026**
- **17 December**, Thursday for the issue of Thursday **24 December 2026**
- **23 December**, Wednesday for the issue of Thursday **31 December 2026**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

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

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

EXTRA-ORDINARY

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

EXTRAORDINARY GAZETTES

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

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwnonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

QUOTATIONS

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

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

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

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
E-mail: info.egazette@gpw.gov.za
Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 7010

23 January 2026

AGRICULTURAL PRODUCT STANDARDS ACT, 1990
(ACT No. 119 OF 1990)

REGULATIONS REGARDING DEPARTMENTAL FEES: AMENDMENT

The Minister for Agriculture has, under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990) -

- (a) made the regulations in the Schedule; and
- (b) determined that the said regulations shall come into operation on 1 April 2026.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the Regulations published by Government Notice No. R. 1259 of 27 September 2019, as amended by Government Notices Nos. R. 179 of 21 February 2020, R. 359 of 23 April 2021, R. 1918 of 25 March 2022 and R. 2956, 27 January 2023, R. 4367 of 16 February 2024 and R. 5818 of 31 January 2025.

Substitution of Tables 1,2,3,4 and 5 in the Regulations

2. The Regulations are hereby amended by substituting Tables 1,2,3,4 and 5 with the following Tables respectively:

TABLE 1

ANALYSIS, INSPECTION AND AUDIT FEES (LOCAL AND IMPORT) [Reg. 2]

Function	Fees payable
1	2
1. Quality control analysis	
Determination of:	
(a) Moisture in dried fruits	R 354.00 per sample
(b) Total solids in bread	R 26.00 per sample
(c) Total acidity and Brix in fruit juices	R 204.00 per sample
(d) % ash in honey	R 69.00 per sample
(e) Lund in honey	R 106.00 per sample
(f) Moisture in honey	R 90.00 per sample
(g) HMF (hydroxy-methylfurfural) in honey	R 148.00 per sample
(h) Total acidity in honey	R 328.00 per sample
(i) Free acid in honey	R 206.00 per sample
(j) Specific rotation in honey	R 222.00 per sample
(k) % acid in vinegar	R 479.00 per sample
(l) Oxidation value in vinegar	R 722.00 per sample

Function 1	Fees payable 2
(m) Sulphur dioxide in dried fruits	R 182.00 per sample
(n) Fat in food dressing and separable dressing	R 410.00 per sample
(o) Fat in milk	R 314.00 per sample
(p) Fat in cheese and processed cheese	R 463.00 per sample
(q) Fat in dried milk	R 287.00 per sample
(r) Salt in butter	R 125.00 per sample
(s) Fat in cream	R 293.00 per sample
(t) Fat in skimmed milk, whey and buttermilk	R 325.00 per sample
(u) Fat in evaporated milk and sweetened condensed milk	R 283.00 per sample
(v) Fat in butter-oil	R 133.00 per sample
(w) Moisture in butter	R 110.00 per sample
(x) Fat in butter	R 187.00 per sample
(y) Total solids in cheese and processed cheese	R 296.00 per sample
(z) Total solids in milk, cream and evaporated milk	R 127.00 per sample
(aa) Total solids in yoghurt	R 132.00 per sample
(ab) Total solids in sweetened condensed milk	R 153.00 per sample
(ac) Water in dried milk and dried cream	R 100.00 per sample
(ad) Fat in milk-based edible ices and ice mixes	R 280.00 per sample
(ae) Total solids in ice-cream and milk ice	R 153.00 per sample
(af) Starch in milk powder and compound feeding stuffs	R 74.00 per sample
(ag) Added water, protein and lactose in dairy products using a Lactoscan	R 99.00 per sample
(ah) pH in liquid milk	R 57.00 per sample
2. Inspections	
2.1 Imports	
(a) Inspection and valuation of products outside the port of entry. This tariff includes consignments imported through official ports of entry and granted an extended detention	R 320.00 for 30 minutes or portion thereof, including traveling time and time spent on sample analysis by the inspector
(b) Outside official office hours	
(i) Weekdays from 16:00-20:00/06:00-07:30 and Saturdays from 06:00-20:00	R 460.00 for 30 minutes or portion thereof including travelling time and time spent on sample analysis by the inspector

Function	Fees payable
1	2
(ii) Weekdays and Saturdays from 20:00-06:00, Sundays and public holidays	R 600.00 for 30 minutes or portion thereof including travelling time and time spent on sample analysis by the inspector
(c) Re-inspection and evaluation of imported products that were rejected and corrected after inspection	
(i) Office Hours	R 320.00 for 30 minutes or portion thereof, including traveling time and time spent on sample analysis by the inspector
(ii) Outside Office Hours	
(aa) Weekdays from 16:00-20:00/06:00-07:30 and Saturdays from 06:00-20:00	R 460.00 for 30 minutes or portion thereof including travelling time and time spent on sample analysis by the inspector
(bb) Weekdays and Saturdays from 20:00-06:00, Sundays and public holidays	R 600.00 for 30 minutes or portion thereof including travelling time and time spent on sample analysis by the inspector
2.2 Local markets	
(a) Inspection and evaluation of products	
(i) Office hours	R 320.00 for 30 minutes or portion thereof, including traveling time and time spent on sample analysis by the inspector
(b) Re-inspection and evaluation of products that were rejected and corrected after inspection	
(i) Office hours	R 320.00 for 30 minutes or portion thereof, including traveling time and time spent on sample analysis by the inspector
(ii) Outside Office hours	
(aa) Weekdays from 16:00-20:00/06:00-07:30 and Saturdays from 06:00-20:00	R 460.00 for 30 minutes or portion thereof including travelling time and time spent on sample analysis by the inspector
(bb) Weekdays and Saturdays from 20:00-06:00, Sundays and public holidays	R 600.00 for 30 minutes or portion thereof including travelling time and time spent on sample analysis by the inspector

TABLE 2

ANALYSIS FEES (EXPORT)
[Reg. 3]

Laboratory analysis	Fees payable
1	2
1. Qualitative microbiological analysis	
Determination of:	
(a) E. Coli	R 204.00 per sample
(b) Salmonella	R 204.00 per sample

Laboratory analysis	Fees payable
(c) Total Bacterial Count	R 204.00 per sample
2. Pesticide residue testing	R 930.00 per sample

TABLE 3

FEES FOR COLOUR CHARTS (LOCAL, IMPORT AND EXPORT)
[Reg. 4]

Function	Fees payable
1	2
Illustrated colour charts	(a) R 58.00 per A2 chart (b) R 41.00 per A3 chart (c) R 34.00 per A4 chart (d) R 20.00 per A5 chart

TABLE 4

LOCAL AND IMPORT APPEAL FEES
[Reg. 5]

Function	Fees payable
1	2
Appeal lodged against a decision or direction of the Executive Officer or an assignee	R 3 236.00 per consignment or per appeal

TABLE 5

EXPORT APPEAL FEES
[Reg. 5]

Function	Fees payable
1	2
Appeal lodged against a decision or direction of the Executive Officer or an assignee	R 3 236.00 per consignment or per appeal

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7011

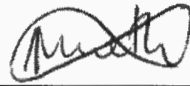
23 January 2026

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI):
CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT

CANCELLATION OF GOVERNMENT NOTICES

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R.5910 published in Government Gazette No. 52185 of 28 February 2025 and R.6561 published in Government Gazette No. 53245 of 29 August 2025 from the second Monday after the date of publication of this notice.

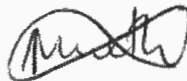
**MS N METH, MP****MINISTER OF EMPLOYMENT AND LABOUR****DATE:** 14/01/2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995
UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO:**

UKWESULWA KWEZAZISO ZIKAHULUMENI

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iZaziso zikaHulumeni ezingunombolo R.5910 somhlaka 28 kuNhlolanja 2025 esashicilelwa kuPhephandaba lika Hulumeni elingu nombolo 52185 kanye nonombolo R.6561 womhlaka 29 kuNcwaba 2025 owashicilelwa kuPhephandaba lika Hulumeni elingunombolo 53245 kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso.

**MS N METH, MP****UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU:** 14/01/2026

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7012

23 January 2026

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT TO NON-PARTIES

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the Conditions of Employment Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the **Conditions of Employment Collective Agreement**, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2028.



MS N. METH, MP

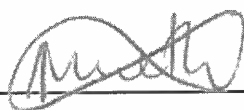
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 14 January 2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO SEZIMO ZEMISEBENZI, SELULELWA KULABO ABANGEYONA INGXEYENYE YESIVUMELWANO

Mina, **NOMAKHOSAZANA METH**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba 32(2) sifundwa nesigaba 32(5) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwakhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuNcwaba 2028.



MS N METH, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 14 January 2026



CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT

SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
CONDITIONS OF EMPLOYMENT COLLECTIVE AGREEMENT**

In accordance with the Labour Relations Act of 1995, made and entered into by and between the –

Employers' Organisations

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

(Hereinafter referred to as the “employer” or the “employers organisation” of the one party and the –

Trade Unions

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

(Hereinafter referred to as the “employees” or the “trade union” of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry)

PREAMBLE

This agreement was entered into by and between the members of the employers' organisations and the members of the trade unions after conclusion of the industry national wage negotiations undertaken under the auspices of the Bargaining Council for the Civil Engineering Industry.

The Minister of Employment and Labour has extended this agreement to all the employers and employees in the industry that are not signatories of this agreement. This has the effect of making the agreement applicable to all employers and employees in the industry.

A1

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1. CHAPTER 1 - APPLICATION AND INTERPRETATION OF AGREEMENT

1.1 Scope of the agreement

1.1.1. This agreement binds:

- a) All employers in the civil engineering industry that are members of the employers' organisations that are party to this agreement; and
- b) All employees in the bargaining unit, employed in the industry who are members of the trade unions that are party to this agreement.

1.1.2. This agreement must be applied in the jurisdiction of the Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.1.3. Except as otherwise provided for in this agreement, this agreement establishes the terms and conditions of employment for scheduled employees.

1.1.4. This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 97 of 1998.

1.1.5. The provisions of the Basic Conditions of Employment Act, 75 of 1997 shall apply in respect of any employer or employee in the industry in so far as a provision thereof provides for any matter that is not regulated by this agreement.

1.1.6. The provisions of clauses 2.8, 2.9, 2.10, 2.11 and 2.12 of this agreement shall not apply to employees whose earnings exceed the amount determined by the Minister in terms of section 6(3) read with section 59(2)(c) of the Basic Conditions of Employment Act, 75 of 1997.

1.1.7. This agreement is binding in terms of Section 31 of the Labour Relations Act, 66 of 1995, on the parties which concluded the Conditions of Employment Collective Agreement and shall become binding on the other employers and employees in the industry upon extension by the Minister in terms of Section 32, from a date determined by the Minister.

1.2 Period of operation of agreement

- 1.2.1. This agreement becomes binding on the employers and employees referred to in sub-clause 1.1.1. (a) and (b) once it is extended to non-parties by the Minister.
- 1.2.2. This agreement shall remain in force until **31 August 2028**.

1.3 Definitions and expressions

Any expression used in this agreement which is defined in the Labour Relations Act 66 of 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context;

'Act' means the Labour Relations Act, 1995 (Act No. 66 of 1995);

'Acting allowance' means a temporary allowance paid to an employee while acting in a position higher than their current job grade;

'Adoption order' means an adoption order as envisaged in the Children's Act, 2005 (Act No. 38 of 2005);

'Adoptive parent' has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No. 38 of 2005);

'Bargaining Unit' shall mean the bargaining unit comprising those employees engaged in the industry in Task Grades 1 – 9 inclusive;

'BCIMA' means the Building Construction Industry Medical Aid' as administered by Status Medical Aid Administrators (Pty) Ltd;

'CIRBF' means the Construction Industry Retirement Benefit Fund;

'Civil Engineering Industry' – see 'Industry';

'Council' means the Bargaining Council for the Civil Engineering Industry;

'CPI' means the consumer price index as published by STATS SA regarding inflation. For the purposes of this agreement, CPI is calculated by averaging the months of April, May and June of the applicable year;

'Cross border work' means work performed outside the borders of the Republic of South Africa;

'Employee' means –

- i.) Any person, excluding an independent contractor, who works for another person or for the state and who receives, or is entitled to receive, any remuneration; and
- ii.) Any other person who in any manner assists in carrying on or conducting the business of an employer.

‘Employer’ means any person whosoever, including a temporary employment service as defined in section 198(1) of the Act, who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whosoever in any manner to assist him in the carrying on or conducting of his business;

‘Emergency work’ means any work which owing to unforeseen circumstances such as fire, storm, land subsidence, accident, epidemic, act of violence, theft, a breakdown of plant, motor vehicles or machinery or a breakdown or threatened breakdown of structures, or any critical operational requirement, must be done without delay;

‘Family responsibility leave cycle’ means the period of 36 consecutive months’ employment with the same employer immediately following:

- i) An employee’s commencement of employment: or
- ii) The completion of that employee’s prior family responsibility leave cycle;

‘Hourly-rated employee’ means an employee whose remuneration is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;

‘Industry’ means the Civil Engineering Industry in which employers (other than local authorities) and employees are associated for the purpose of carrying out work of a civil engineering character normally associated with the civil engineering sector and includes such work in connection with any one or more of the following activities:

- a. The construction of aerodrome runways or aprons; aqueducts, bins or bunkers; bridges, cable ducts, caissons; rafts or other marine structures; canals, cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements; housing or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine headgears;

- pipelines; piers; railways; reservoirs; river works; roads or streets; sewerage works; sewers; shafts or tunnels; silos; sports fields or grounds; swimming baths; viaducts or water treatment plants; and/or
- b. Excavation and bulk earthworks; bush clearing and de-stumping; topsoil stripping; drilling and blasting; preparation of bench areas, drilling pre-split holes, blasting and/or cast blasting; secondary blasting; loading, hauling and dumping of mineralized and/or waste material to waste dumps or processing plant feed (ROM pad) stockpiles; production dozing of top soil, inter burden or waste material; pumping and dewatering of storm and/or contaminated water, construction and maintenance of, access and haul roads; ramps; waste and processing plant feed (ROM pad) areas; safety beams; high walls; benches; storm water systems, catch drains, bund walls, surge dams; trimming, scaling or chain dragging of batters, heap-leach pads, tailings dams; dust suppression of loading areas, haul roads and dumping areas; rehabilitation of earth work areas or waste dumps; topsoil spreading, hydro-seeding and watering; and/or
 - c. Excavation work or the construction of foundations, lift shafts, piling, retainings, stairwells, underground parking garages or other underground structures; and/or
 - d. The asphaltting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes:-

- e. Any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and/or
- f. The making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in sub - clauses (a) to (f) inclusive;

but excluding:-

- i) Work in connection with any one or more of the activities specified in sub-clause (c) where such work, when undertaken in connection with the erection of structures having the general character of buildings

and irrespective of whether or not such work involves problems of a civil engineering character, is carried out by the employers erecting such structures;

- ii) Work in connection with any one or more of the activities specified in sub-clause (c) when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures;
- iii) Any work falling within the scope of any other industry, and
- iv) The Mining Industry which is defined as the industry where employers and employees are associated for the purpose, directly or indirectly, for the winning, extracting, processing and refining of a mineral in, on or under the earth or water or from any residue stockpile or residue deposit.

'Law' means all constitutions; statutes; regulations; by-laws; codes; ordinances, or instructions by any Governmental Body; and the common law, and 'laws' shall have a similar meaning;

'Limited duration contracts of employment' means a contract of employment whose duration is limited to the completion of a specified activity or the expiry of a specified period;

'Local authority' means a 'Municipality' as defined in the Local Government: Municipal Systems Act; 2000;

'Minister' means the Minister of Employment and Labour;

'Night Work' means work performed by an employee between 18:00 and 06:00 the following day;

'Ordinary hours of work' means hours worked other than overtime or time worked on Sundays or Public Holidays;

'Overtime' means the time that an employee works in a day or week, in excess of the hours ordinarily worked by an employee in such day or week, subject to the maximum ordinary hours prescribed in this agreement, but does not include work performed on a Sunday or a paid public holiday;

'Paid public holiday' means any day that is a public holiday in terms of the Public Holiday Act, 1994 (Act No. 36 of 1994);

'Pay' means payment of remuneration in cash, electronic transfer, by cheque or by other means;

'Permanent employee' means any employee who is not an employee employed in terms of a limited duration contract;

'Piece-work' means any system under which an employee's remuneration is based on the quantity of work done;

'Salaried employee' means an employee whose remuneration is calculated on a monthly basis notwithstanding the number of hours or days actually worked, who performs work generally understood to be that of a salaried employee.

'Self-propelled plant' means a power-driven or pedestrian-operated self-propelled vehicle, other than a motor vehicle, which is designed or adapted principally to perform with or without a towed attachment, one or more functions while moving, and may also perform such functions while standing still;

'Scheduled employee' means an employee whose minimum rate of pay is scheduled in the Wage and Task Grade Collective Agreement, irrespective of whether the employee is employed in terms of an exemption from this agreement or under conditions determined by the Council;

'Short-time' means a temporary reduction in the number of ordinary hours of work owing to vagaries of the weather, a slackness of trade, a shortage of materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of structures, or any unforeseen contingencies and/or circumstances beyond the control of the employer or a temporary reduction in the number of ordinary hours of work owing to riots, unrest or acts of terrorism or disorder, which directly affect the employer's ability to provide work;

'Spouse' means a life partner recognised in terms of the Marriage Act, 25 of 1961 as amended, or of a customary marriage in terms of the Recognition of Customary Marriages Act, 120 of 1998, or a civil union recognised in terms of the Civil Union Act of 2006;

'Stationary plant' means a power-driven device, whether or not mounted on a self-propelled or non-self-propelled vehicle, which is designed or adapted principally to perform one or more functions while standing still;

'Wage' means the gross hourly, daily, weekly or monthly remuneration to which a scheduled employee is entitled in terms of this agreement, in respect of the employee's ordinary hours of work; provided that if an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that prescribed in the Wage and Task Grade Collective Agreement, it means such higher amount; provided further that such higher amount does not include allowances or entitlements.

2. CHAPTER 2 - REGULATION OF WORKING TIME

2.1 Weekly hours of ordinary work

An employee's ordinary hours of work may not exceed 45 hours in any week.

2.2. Daily hours of ordinary work

An employee's ordinary hours of work may not exceed:

- 2.2.1. Nine hours in any day, if the employee works for five days or fewer in a week; or
- 2.2.2. Eight hours in any day if the employee works on more than five days in a week.

2.3 Overtime

- 2.3.1. An employer may not require or permit an employee to work overtime except in accordance with an agreement.
- 2.3.2. An employer may not require an employee to work more than three hours' overtime per day or ten hours overtime in any week except by agreement with the employee and with the prior written authorisation of the Council.
- 2.3.3. Application for such authorisation must include a copy of the agreement between the employer and the employee which must provide for;
 - a) The estimated number of overtime hours to be worked;
 - b) Site where the hours will be worked;
 - c) Period of the overtime.

2.4 Meal intervals

2.4.1. An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that;

- a) Periods of work interrupted by such meal intervals of less than half an hour, except when the proviso in 2.4.1(d) below applies, shall be deemed to be continuous;
- b) If such meal interval is longer than one hour, any period more than one hour shall be deemed to be time worked;
- c) Only one meal interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- d) When, on any day, by reason of overtime work, an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to not less than fifteen minutes.
- e) A driver or an operator of self- propelled or stationary plant who during such interval does not work other than being or remaining in charge of a vehicle or such plant shall be deemed for the purposes of this sub-clause not to have worked during such interval.

2.5 Rest period

2.5.1. An employer shall allow an employee;

- a) A daily rest period of at least 12 consecutive hours between ending and recommencing work; and
- b) A weekly rest period of at least 36 consecutive hours, which, unless otherwise agreed, must include a Sunday.

2.5.2. A daily rest period in terms of clause 2.5.1 (a) above may, by written agreement, be reduced to 10 hours for an employee-

- a) who lives on the premises at which the workplace is situated; and
- b) whose meal interval lasts for at least three hours.

2.5.3. Despite sub clause 2.5.1(b) above, an agreement in writing may provide for–

- a) a rest period of at least 60 consecutive hours every two weeks, or
- b) an employee's weekly rest period to be reduced by up to eight hours in any week if the rest period in the following week is extended equivalently

2.6 Compressed working week

2.6.1. An agreement in writing between an employer and an employee may require an employee to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 2.4.1 above, without receiving overtime pay.

2.6.2. An agreement in terms of clause 2.6.1 above may not require or permit an employee to work:

- a) More than 45 ordinary hours of work in any week;
- b) More than ten hours' overtime in any week; or
- c) On more than five days in any week.

2.7 Averaging hours of work

2.7.1. Despite clauses 2.8 and 2.9 below, the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months in terms of a collective agreement.

2.7.2. An employer may not require or permit an employee who is bound by a collective agreement in terms of sub-clause 2.7.1 above to work more than:

- a) An average of 45 ordinary hours of work in a week over the agreed period;
- b) An average of five hours' overtime in a week over the agreed period.

2.7.3. A collective agreement in terms of sub-clause 2.7.1 above lapses after 12 months.

2.7.4. Sub-clause 2.7.3 above only applies to the first two collective agreements concluded in terms of sub-clause 2.7.1 above.

2.8 Payment for overtime

An employer shall pay an employee who works overtime at a rate of not less than one and a half times the ordinary wage in respect of the overtime referred to in this agreement; provided that any time worked on Sundays and paid public holidays shall be paid in accordance with the provisions of clauses 2.9 and 2.10 below.

2.9 Payment for work on a Sunday

2.9.1. Whenever an employee works on a Sunday, the employer shall either-

- a) If the employee works for a period not exceeding four hours, pay the employee not less than the daily wage, provided that if the employee works for a period exceeding four hours, the employee shall be paid at a rate of not less than double the ordinary wage in respect of the total period worked on such Sunday, or not less than double the daily wage, whichever is the greater; OR
- b) Pay the employee at a rate of not less than one and a third times the employee's ordinary wage rate in respect of the total period worked on such Sunday or, not less than one and a third times the daily wage, whichever the greater, and granting the employee within seven days of such Sunday one day's leave, which shall not constitute annual leave in terms of clause 3.1 and pay him or her in respect thereof not less than the daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday the employee shall be deemed to have worked for four hours.

2.10 Payment for public holidays

- 2.10.1. Subclause 2.10.4 shall not apply to an employee earning a wage more than the remuneration stipulated by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act from time to time.
- 2.10.2. An employer may not require an employee to work on a public holiday except in accordance with an agreement.

- 2.10.3. If a public holiday falls on a day which would otherwise be an ordinary working day for an employee, including periods of short time and lay-offs an employer must pay the employee;
- a) who does not work on the public holiday, at least the wage rate that the employee would ordinarily have received for work on that day;
 - b) who works on the public holiday, at least double the wage rate for the ordinary working hours of that day;
- 2.10.4. If an employee works on a public holiday which falls on a day which would otherwise not be an ordinary working day for the employee, an employer must pay the employee at least –
- a) The amount paid to the employee in respect of the time that the employee ordinarily works on a working day and in addition pays the employee –
 - b) The amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.
- 2.10.5. If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.
- 2.10.6. An employer must pay an employee for a public holiday on the employee's usual payday.

2.11 Night work

- 2.11.1. An employee performs night work if that employee works between 18:00 and 06:00 on the following day.
- 2.11.2. An employer may only require or permit an employee to perform night work if so agreed and if;
- a) The employee is compensated by the payment of an allowance, which may be a shift allowance, or by a reduction of working hours; and
 - b) Transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.

2.11.3. An employer who requires an employee to work for a period of longer than one hour after 23:00 and before 06:00 the next day at least five times per month or 50 times per year; must;

- a) Inform the worker in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands of any health and safety hazards associated with the work that the employee is required to perform; and of the employee's right to undergo a medical examination in terms of paragraph 2.11.3(b) below;
- b) At the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards before the employee starts, or within a reasonable period of the employee starting, such work and at appropriate intervals while the employee continues to perform such work.
- c) Transfer the employee to suitable day work within a reasonable time if the employee suffers from a health condition associated with the performance of night work and it is practical for the employer to do so.

2.11.4. A night work allowance of 9% will be paid to employees who perform night work.

2.11.5. The calculation of the night work allowance will be based on the employee's basic rate.

2.11.6. Current company arrangements with regard to night work allowance, that are more favourable, will not be affected.

2.12 Short time

Whenever the ordinary hours of work prescribed in Clause 2.2 are reduced on account of short-time, excluding short-time owing to inclement weather, a deduction may be made from the employee's wage not exceeding the amount of the employee's hourly wage in respect of each hour of such reduction provided that:

- 2.12.1. Such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work were reduced;

2.12.2. No deduction shall be made in the case of short-time arising from slackness of trade or shortage of raw materials, unless the employer has given the employee notice on the previous working day of the employer's intention to reduce the ordinary hours of work;

2.12.3. No deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings or structures, in respect of the first two hours not worked, unless the employer has given the employee notice on the previous working day that no work would be available due to such breakdown.

2.13 Inclement weather

Whenever the ordinary hours of work prescribed in this agreement are reduced due to inclement weather then the employee will be paid the ordinary hours for the day. However, depending on circumstances, the employer may instruct the employees to remain on site until the employee is released by the employer.

3. CHAPTER 3 - REGULATION OF LEAVE

3.1 Annual leave

3.1.1. For the purpose of this clause the expression "employment" shall be deemed to include:

- a) Any period in respect of which an employer pays an employee in lieu of notice in terms of sub-clause 4.1.2;
- b) Any period during which an employee is absent on sick leave in terms of clause 3.2.4 or owing to incapacity as defined in clause 3.2.9;
- c) Any period during which an employee is absent at the instruction of the employer;
- d) Any time during which an employee is required by the employer not to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant.

3.1.2. An employer shall grant to an employee who has completed less than five continuous years' service and who has been in employment for longer than

four months, fifteen working days leave on full pay in respect of each completed period of twelve months of employment accumulated at 1.25 days per month.

- 3.1.3. An employer shall grant an employee who has completed five or more continuous years of service with that employer eighteen working days leave on full pay in respect of each completed period of twelve months of employment, accumulated at 1.5 days per month.
- 3.1.4. Subject to sub-clauses 3.1.2 and 3.1.3 above, a minimum of 10 days shall be taken consecutively by an employee normally during the Civil Engineering Industry shutdown period and the remaining days shall be granted, subject to sub-clause 3.1.7 below, at a time agreed by the employee and the employer.
- 3.1.5. An employer shall grant an employee an additional day of paid leave for any public holiday that falls on a day during an employee's annual leave on which the employee would ordinarily have worked.
- 3.1.6. If the leave prescribed in sub-clauses 3.1.2 and 3.1.3 above has not been granted and taken earlier, it shall, save as provided in sub-clause 3.1.8, be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months, provided that the period of leave shall not be concurrent with:
- a) Sick leave granted in terms of clause 3.2 or with absence from work owing to incapacity in circumstances where the employee is entitled to his/her full wages in terms of any other law or in terms of any fund of which the employee is a member, amounting in the aggregate to not more than 12 days in any one period of 12 months;
 - b) Any period during which the employee is under notice of termination of employment in terms of clause 4.1.
- 3.1.7. At the written request of the employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment,

provided that the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates, and the date of receipt of the request is endorsed over the employee's signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

- 3.1.8. The leave referred to in sub-clause 3.1.7 shall be granted and be taken at a time to be fixed by the employer, and the provisos to sub-clause 3.1.6 shall apply to such leave.
- 3.1.9. The remuneration in respect of leave granted in terms of this clause shall be paid not later than the last workday before the date of commencement of such leave and shall be calculated at the employee's wage rate on the days that the leave is taken.
- 3.1.10. Upon termination of employment the employer shall pay the employee in lieu of any accrued leave owing to the employee, at the wage rate applicable on the last day of employment.
- 3.1.11. Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close the establishment, or a portion of the establishment, for 14 consecutive days, plus an additional day for each paid public holiday which falls on a day during such period on which the employee would ordinarily have worked.
- 3.1.12. An employee who as at the date of the closing of an establishment or the portion thereof in which he or she is employed, is not entitled to the full period of annual leave prescribed in terms of sub-clauses 3.1.2 and 3.1.3 above shall be paid the leave accrued as at the date of such closure, and for the purposes of annual leave thereafter the employee's employment anniversary shall be the date of such closing of the establishment or portion of the establishment, as the case may be.

3.2 Sick leave

The following definitions apply to this clause:

- 3.2.1 "Employment" shall be deemed to include any period during which an employee is absent on leave in terms of clause 3.1 or on the instructions

or at the request of his/her employer or on sick leave in terms of this clause amounting in the aggregate in any period of 12 months to not more than 10 weeks, or due to the employee not being required to work because of the vagaries of the weather, slackness of trade or a breakdown of machinery or plant;

- 3.2.2 "Incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct - Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.
- 3.2.3 "Sick leave cycle" means the period of 36 consecutive months' employment with the same employer immediately following:
- a) An employee's commencement of employment; or
 - b) The completion of that employee's prior sick leave cycle.
- 3.2.4 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.
- 3.2.5 Despite sub-clause 3.2.4, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- 3.2.6 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause 3.2.4 by the number of days sick leave taken in terms of sub-clause 3.2.5.
- 3.2.7 Subject to sub-clause 3.2.14 below, an employer must pay an employee for each day's sick leave the wage the employee would ordinarily have received for work on such days, payable on the employee's usual payday.
- 3.2.8 An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this clause if-
- a) The number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and

- b) The employee's entitlement to pay for any day's sick leave is at least 75 percent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and;
 - c) for sick leave over the sick leave cycle, the employee's entitlement for sick leave is at least equivalent to the employee's entitlement in terms of sub-clause 3.2.4.
- 3.2.9 If, in the first 36 months of employment, an employee is absent owing to incapacity for a period more than the sick leave accrued in terms of sub-clause 3.2.4 the employer shall not, at that stage, be required to affect any payment in respect of the excess sick leave taken.
- 3.2.10 However, if the employer has not previously done so, he or she shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wages for the full period of incapacity, up to the maximum of 36 workdays. Such compensation shall be affected at the employee's wage rate as at the commencement of the unpaid period of incapacity.
- 3.2.11 Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from the employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of incapacity, but not exceeding payment at a rate of more than one work-day's wage for each completed 26 days worked, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving as at the commencement of incapacity.
- 3.2.12 Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.
- 3.2.13 No unused sick leave may be accrued from one cycle to another.
- 3.2.14 An employer may, as a condition precedent to the payment of any amount claimed in terms of this clause by an employee in respect of any absence from work for more than three consecutive work-days or on the work-day immediately preceding or the work-day immediately succeeding a Sunday

or a paid holiday, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that, if an employee has, during any period of up to eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, the employer may, during the period of eight weeks immediately succeeding the last such occasion, require the production of such certificate in respect of any absence. Furthermore, an employer may require an employee to obtain a certificate issued by a medical practitioner nominated by the employer but at the employer's expense in order to satisfy the requirements of this clause.

3.3 Maternity leave

3.3.1 An employee is entitled to at least four consecutive months' maternity leave. During the maternity leave period, the benefit payable by the employer will be in the form of a top-up amount which equates to the difference between the UIF maternity benefit and what the employee would normally have earned in the equivalent pay period for a period of 4 (four) months, provided she has been continuously in service for 18 (eighteen) months before the expected date of birth and must remain in service for 1 year after birth. The employer shall assist an employee on early application of UIF.

3.3.2 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.

3.3.3 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.

3.3.4 An employee who has a miscarriage during the third trimester 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.

- 3.3.5 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to:
- Commence maternity leave, and
 - Return to work after maternity leave.
- 3.3.6 Notification in terms of sub-clause 3.3.5 must be given-
- At least four weeks before the employee intends to commence maternity leave;
 - If it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 3.3.7 Protection of employees before and after birth of a child;
- No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child.
 - During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if it is practical for the employer to do so.
- 3.4 Family responsibility leave**
- 3.4.1 This clause applies to an employee:
- who has been in employment with an employer for longer than four months; and
 - who works for at least four days a week for that employer.
- 3.4.2 Subject to sub-clause 3.4.1 an employee is entitled to 12 (twelve) days paid family responsibility leave in the employee's Family Responsibility Leave Cycle. However, an employee may not take more than 4 (four) days family responsibility leave in the first 12 (twelve) months of employment. An employee is entitled to take family responsibility leave at the request of the employee-
- When the employee's child or spouse is sick; or
 - In the event of the death of –
 - the employee's spouse or life partner; or

- ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

3.4.3 Subject to sub-clause 3.4.5, an employer must pay an employee for a day's family responsibility leave;

- a) the wage the employee would ordinarily have received for work on that day; and
- b) on the employee's usual payday.

3.4.4 An employee may take family responsibility leave in respect of the whole or part of a day.

3.4.5 Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause 3.4.2 for which the leave was required.

3.4.6 An employee's unused entitlement to leave in terms of this clause lapses at the end of the employee's Family Responsibility Leave cycle in which it accrues.

3.5 Parental leave

3.5.1 An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave.

3.5.2 An employee may commence parental leave on –

- a) the day that the employee's child is born; or
- b) the date –
 - i) that the adoption order is granted; or
 - ii) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first.

3.5.3 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –

- a) commence parental leave; and
- b) return to work after parental leave.

3.5.4 Notification in terms of subsection 3.5.3 must be given –

- a) at least one month before the –
 - i) employee's child is expected to be born; or
 - ii) date referred to in subsection 3.5.2(b); or

- b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

3.5.5 The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

4 CHAPTER 4 - REGULATIONS FOR CONTRACT OF EMPLOYMENT

4.1 Termination of contract of employment

4.1.1 An employer or an employee, who wishes to terminate the contract of employment, shall give notice of termination of not less than:

- a) One week, if the employee has been employed for six months or less;
- b) Two weeks, if the employee has been employed for more than six months but not more than one year;
- c) Four weeks, if the employee has been employed for more than one year.

4.1.2 An employer may terminate a contract without notice by paying the employee, in lieu of such notice, not less than the remuneration the employee would have received, in terms of sub-clause 4.1.1 above, if the employee had worked during the notice period,

4.1.3 The provisions of sub-clause 4.1.2 above shall not affect the operation of any forfeitures or penalties that by law may be applicable in respect of an employee who is absent without leave or has absconded or deserted.

4.1.4 Where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the employer is obliged to pay the employee in lieu of notice as if no reduction has been made in respect of short-time.

4.1.5 The notice prescribed in sub-clause 4.1.1 may be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence-

- a) on leave in terms of clause 3.1
- b) on sick leave in terms of clause 3.2
- c) owing to incapacity as defined in 3.2 above amounting in the aggregate to not more than 10 weeks in any period of 12 months.

4.2 Certificate of service

4.2.1 On termination of employment, an employee is entitled to a certificate of service substantially in the form of APPENDIX "A" stating;

- a) The employee's full name;
- b) The name and address of the employer;
- c) The date of commencement and date of termination of employment;
- d) The title of the job or a brief description of the work for which the employee was employed at date of termination;
- e) The remuneration at date of termination; and
- f) If the employee so requests, the reason for termination of employment.

4.3 Piece work

4.3.1 An employer may, after giving at least one week's notice to an employee, introduce a piece work system and, save as provided for in clause 6.4.1 of this agreement, such employer shall pay such employee at the rate applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than, in respect of each week in which such piece-work is performed, the amount which the employer would have been required to pay such employee for that week had the employee been remunerated on the basis of time worked.

4.3.2 An employer shall keep a schedule of the rates referred to in sub-clause 4.3.1 above in a conspicuous place in the establishment.

4.3.3 An employer who intends to cancel or amend the piece-work system in operation, or the rates applicable there under, shall give the employee employed on such system not less than one week's notice of such intention: Provided that an employer and the employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

4.4 Prohibition of employment

- 4.4.1 An employer shall not employ any person under the age of 15 years or a person aged 15 years or older who is under the minimum school leaving age in terms of any law.
- 4.4.2 An employer shall not employ a such person in employment that is inappropriate for a person of that age or that places at risk the child's such person well-being, education, physical or mental health or spiritual, moral or social development.
- 4.4.3 All forced labour is prohibited.

4.5 Severance Pay

- 4.5.1 For the purpose of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of any employer.
- 4.5.2 An employer must 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 for the first eight years of service, and, two weeks remuneration for every completed year of continuous service from year nine onwards by that employee, calculated in accordance with clause 6.1 of this agreement. Current company arrangements in regard to severance pay, that are more favourable, will not be affected by this sub-clause.
- 4.5.3 An employee who unreasonably refuses to accept the employer's offer of alternate employment with that employer or any other employer is not entitled to severance pay in terms of sub-clause 4.5.2 above.
- 4.5.4 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.
- 4.5.5 Notification to the Council:
- a) An employer must notify the Council when contemplating termination of employment of one or more employees for reasons related to its operational requirements.
 - b) Once the affected employee/s services have been terminated, the employer must, within 30 days of such termination, inform the

bargaining council, in writing, of the number and occupational categories of the employee/s that have been retrenched

- 4.5.6 On completion of a limited duration contract the employer shall pay the employee a completion gratuity of one week's basic wages per completed year of service.

4.6 Funeral cover for limited duration contract employees

- 4.6.1 All employers must, whether independently or through the Council preferred fund, provide funeral benefit cover through an approved and registered policy or scheme in favour of their limited duration employees and implement such benefit at the date of coming into operation of this agreement.
- 4.6.2 The funeral benefit policy or scheme provide minimum benefits as outlined in section 4.6.5 below.
- 4.6.3 The policy requires that employers and employees equally share the premiums for the benefits in section 4.6.5.
- 4.6.4 If the employer preferred fund offers benefits equal to the Council preferred fund, the employee's premiums must match those of the Council preferred fund. The employer has the option, through mutual agreement at the plant level, to improve benefits and that premiums are shared equally between employer and employee.
- 4.6.5 In the event of the death of a limited duration employee, his or her spouse, or, his or her children, a benefit in the form of a lump sum cash payment must be provided, the value of which must be not less than in accordance with the table below or as determined by the Council from time to time:
- a) Member and spouse R 18 000.00;
 - b) Children 14 years to 21 years: R 18 000.00;
 - c) Children 6 years and older but younger than 14 years: R 13 000.00;
 - d) Children 1 year and older but younger than 6 years: R 9 000.00; and
 - e) Children younger than 1 year or stillborn: R 1 800.00
- 4.6.6 In the event of the limited duration contract of employment of an individual employee coming to an end, the funeral benefit cover will automatically lapse, and the employee will have no claim against the policy or scheme in the event of a subsequent death as is provided herein above."

4.7 Temporary employment, limited duration contract of employment ("LDC") and part-time employment

4.7A Application of section 198 of the Labour Relations Act 66 of 1995 to employees earning below earnings threshold

4.7.1(A) In this section, a "temporary service" means work for a client by an employee-

- (a) for a period not exceeding three months;
- (b) as a substitute for an employee of the client who is temporarily absent; or
- (c) in a category of work and for any period of time which is determined to be a temporary service by a collective agreement concluded in a bargaining council, a sectoral determination or a notice published by the Minister, in accordance with the provisions of sub-clauses 4.7.6(A) to 4.7.8(A).

4.7.2(A) This section does not apply to employees earning in excess of the threshold prescribed by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act.

4.7.3(A) For the purposes of this agreement, an employee-

- (a) performing a temporary service as contemplated in sub-clause 4.7.1(A) for the client is the employee of the temporary employment services in terms of section 198(2) of the Act; or
- (b) not performing such temporary service for the client is-
 - (i) deemed to be the employee of that client and the client is deemed to be the employer; and
 - (ii) subject to the provisions of clause 4.7B, employed on an indefinite basis by the client.

4.7.4 (A) The termination by the temporary employment services of an employee's service with a client, whether at the instance of the temporary employment service or the client, for the purpose of avoiding the operation of sub-clause 4.7.3(A) (b) or because the employee exercised a right in terms of the Act, is a dismissal.

- 4.7.5 (A) An employee deemed to be an employee of the client in terms of sub-clause 4.7.3(A) (b) must be treated on the whole not less favourably than an employee of the client performing the same or similar work, unless there is a justifiable reason for different treatment.
- 4.7.6(A) The Minister must by notice in the Government Gazette invite representations from the public on which categories of work should be deemed to be temporary service by notice issued by the Minister in terms of sub-clause 4.7.1(A) (c).
- 4.7.7(A) The Minister must consult with NEDLAC before publishing a notice or a provision in a sectoral determination contemplated in sub-clause 4.7.1(A) (c).
- 4.7.8(A) If there is conflict between a collective agreement concluded in a bargaining council, a sectoral determination or a notice by the Minister contemplated in sub-clause 4.7.1(A) (c) -
- (a) the collective agreement takes precedence over a sectoral determination or notice; and
 - (b) the notice takes precedence over the sectoral determination.
- 4.7.9(A) Employees contemplated in this section, whose services were procured for or provided to a client by a temporary employment service in terms of section 198 (1) of the Act before the commencement of the Labour Relations Amendment Act, 2014, acquire the rights contemplated in sub-clauses 4.7.3(A), 4.7.4(A) and 4.7.5(A) with effect from three months after the commencement of the Labour Relations Amendment Act, 2014.
- 4.7B Fixed-term contracts with employees earning below earnings threshold**
- 4.7.1(B) For the purpose of this section, a "fixed-term contract" means a contract of employment that terminates on-
- (a) the occurrence of a specified event;
 - (b) the completion of a specified task or project; or
 - (c) a fixed date, other than an employee's normal or agreed retirement age, subject to sub-clause 4.7.3(B).

- 4.7.2(B) This section does not apply to-
- (a) employees earning in excess of the threshold prescribed by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act;
 - (b) an employer that employs less than 10 employees, or that employs less than 50 employees and whose business has been in operation for less than two years, unless-
 - (i) the employer conducts more than one business; or
 - (ii) the business was formed by the division or dissolution for any reason of an existing business; and
 - (c) an employee employed in terms of a fixed term contract which is permitted by any statute, sectoral determination or collective agreement.
- 4.7.3(B) An employer may employ an employee on a fixed-term contract or successive fixed-term contracts for longer than three months of employment only if-
- (a) the nature of the work for which the employee is employed is of a limited or definite duration; or
 - (b) the employer can demonstrate any other justifiable reason for fixing the term of the contract.
- 4.7.4(B) Without limiting the generality of sub-clause 4.7.3(B), the conclusion of a fixed-term contract will be justified if the employee-
- (a) is replacing another employee who is temporarily absent from work;
 - (b) is employed on account of a temporary increase in the volume of work which is not expected to endure beyond 12 months;
 - (c) is a student or recent graduate who is employed for the purpose of being trained or gaining work experience in order to enter a job or profession;
 - (d) is employed to work exclusively on a specific project that has a limited or defined duration;
 - (e) is a non-citizen who has been granted a work permit for a defined period;
 - (f) is employed to perform seasonal work;

- (g) is employed for the purpose of an official public works scheme or similar public job creation scheme;
 - (h) is employed in a position which is funded by an external source for a limited period; or
 - (i) has reached the normal or agreed retirement age applicable in the employer's business.
- 4.7.5(B) Employment in terms of a fixed-term contract concluded or renewed in contravention of sub-clause 4.7.3(B) is deemed to be of indefinite duration.
- 4.7.6(B) An offer to employ an employee on a fixed-term contract or to renew or extend a fixed-term contract, must-
 - (a) be in writing; and
 - (b) state the reasons contemplated in sub-clause 4.7.3(B) (a) or (b).
- 4.7.7(B) If it is relevant in any proceedings, an employer must prove that there was a justifiable reason for fixing the term of the contract as contemplated in sub-clause 4.7.3(B) and that the term was agreed.
- 4.7.8(B)
 - (a) An employee employed in terms of a fixed-term contract for longer than three months must not be treated less favourably than an employee employed on a permanent basis performing the same or similar work, unless there is a justifiable reason for different treatment.
 - (b) Paragraph (a) applies, three months after the commencement of the Labour Relations Amendment Act, 2014, to fixed-term contracts of employment entered into before the commencement of the Labour Relations Amendment Act, 2014.
- 4.7.9(B) As from the commencement of the Labour Relations Amendment Act, 2014, an employer must provide an employee employed in terms of a fixed-term contract and an employee employed on a permanent basis with equal access to opportunities to apply for vacancies.
- 4.7.10(B) An employer who employs an employee in terms of a fixed-term contract for a reason contemplated in sub-clause 4.7.4(B) (d) would be required to pay the employee on expiry of the contract a completion gratuity of one

week's basic wages per completed year of service as referred to in clause 4.5.6.

- 4.7.11(B) An employee is not entitled to payment in terms of sub-clause 4.7.10(B) if, prior to the expiry of the fixed-term contract, the employer offers the employee employment or procures employment for the employee with a different employer, which commences at the expiry of the contract and on the same or similar terms.

4.7C Part-time employment of employees earning below earnings threshold

4.7.1(C) For the purpose of this clause-

- (a) a part-time employee is an employee who is remunerated wholly or partly by reference to the time that the employee works and who works less hours than a comparable full-time employee; and
- (b) a comparable full-time employee -
 - (i) is an employee who is remunerated wholly or partly by reference to the time that the employee works and who is identifiable as a full-time employee in terms of the custom and practice of the employer of that employee; and
 - (ii) does not include a full-time employee whose hours of work are temporarily reduced for operational requirements as a result of an agreement.

4.7.2(C) This clause does not apply-

- (a) to employees earning in excess of the threshold determined by the Minister in terms of section 6(3) of the Basic Conditions of Employment Act;
- (b) to an employer that employs less than 10 employees or that employs less than 50 employees and whose business has been in operation for less than two years, unless-
 - (i) the employer conducts more than one business; or
 - (ii) the business was formed by the division or dissolution, for any reason, of an existing business;

- (c) to an employee who ordinarily works less than 24 hours a month for an employer; and
 - (d) during an employee's first three months of continuous employment with an employer.
- 4.7.3(C) Taking into account the working hours of a part-time employee, irrespective of when the part-time employee was employed, an employer must-
 - (a) treat a part-time employee on the whole not less favourably than a comparable full-time employee doing the same or similar work, unless there is a justifiable reason for different treatment; and
 - (b) provide a part-time employee with access to training and skills development on the whole not less favourable than the access applicable to a comparable full-time employee.
- 4.7.4(C) Sub-clause 4.7.3(C) applies, three months after the commencement of the Labour Relations Amendment Act, 2014, to part-time employees employed before the commencement of the Labour Relations Amendment Act, 2014.
- 4.7.5(C) After the commencement of the Labour Relations Amendment Act, 2014, an employer must provide a part-time employee with the same access to opportunities to apply for vacancies as it provides to full-time employees.
- 4.7.6(C) For the purposes of identifying a comparable full-time employee, regard must be had to a full-time employee employed by the employer on the same type of employment relationship who performs the same or similar work-
 - (a) in the same workplace as the part-time employee; or
 - (b) if there is no comparable full-time employee who works in the same workplace, a comparable full-time employee employed by the employer in any other workplace.

4.7D General provisions applicable to clauses 4.7A to 4.7C.-

- 4.7.1(D) Any dispute arising from the interpretation or application of clauses 4.7A, 4.7B and 4.7C may be referred to the Council for conciliation and, if not resolved, to arbitration.

4.7.2(D) For the purposes of clauses 4.7.5(A), 4.7.8(B) and 4.7.3(C) (a), a justifiable reason includes that the different treatment is a result of the application of a system that takes into account-

- (a) seniority, experience or length of service;
- (b) merit;
- (c) the quality or quantity of work performed; or
- (d) any other criteria of a similar nature,

and such reason is not prohibited by section 6 (1) of the Employment Equity Act, 1998 (Act No. 55 of 1998).

- 4.7.3(D) A party to a dispute contemplated in sub-clause 4.7.1(D), other than a dispute about a dismissal in terms of clause 4.7.4(A), may refer the dispute, in writing, to the Council, within six months after the act or omission concerned.
- 4.7.4(D) The party that refers a dispute must satisfy the Council that a copy of the referral has been served on every party to the dispute.
- 4.7.5(D) If the dispute remains unresolved after conciliation, a party to the dispute may refer it to the Council for arbitration within 90 days.
- 4.7.6(D) The Council may at any time, permit a party that shows good cause to, refer a dispute after the relevant time limit set out in sub-clauses 4.7.3(D) or 4.7.5(D).

4.8 Medical aid

- 4.8.1 Every employer shall ensure that adequate measures are in operation to facilitate voluntary membership of BCIMA ("Building and Construction Industry Medical Aid") to all their permanent employees, provided:
- 4.8.2 Where an employee elects to become a member the employer contribution will be compulsory.
- 4.8.3 The employer and employees shall contribute equally, and the contributions shall be as per the "Contribution Schedule for all Hourly Paid Employee Members" issued annually by BCIMA,

- 4.8.4 Employees who decide not to join the BCIMA will not be entitled to the cash value of the company contribution,
- 4.8.5 Employees who want to join the BCIMA may do so only from 1 January of any particular year and must remain a member of BCIMA at least until 31 December of that particular year,
- 4.8.6 Employees who leave the employ of his/her employer, or whose employment is terminated for whatsoever reason (including dismissal for misconduct), or whose contract comes to completion (for instance at retirement), may decide to continue his/her membership with BCIMA at his/her own cost,
- 4.8.7 The dependents of a deceased member may decide to continue their membership with BCIMA at their own cost and subject to the rules of the fund,
- 4.8.8 The submission of an account, statement or claim to the fund is the sole responsibility of the member employee,
- 4.8.9 The lodging of complaints with -, disputes against or any correspondence with BCIMA is the sole responsibility of the member employee,
- 4.8.10 Where the contribution for an individual is higher than the set contribution as per the "Contribution Schedule for all Hourly Paid Employee Members" issued annually by BCIMA, irrespective of the reason for the increased contribution, then the employer will only contribute 50% of the set contribution,
- 4.8.11 Any increase in contributions will not result in an increase in remuneration,
- 4.8.12 The provisions of this clause shall not apply to employees employed in companies where a medical aid scheme is in place for them.

5 CHAPTER 5 - REGULATION REGARDING REGISTERS AND THE CONDITIONS OF EMPLOYMENT AGREEMENT

5.1 Attendance register

- 5.1.1 Every employer must keep a record containing at least the following information:
 - a) The employee's name and occupation
 - b) The time worked by each employee

- c) The wage rate paid to each employee
- d) The date of birth of any employee under the age of 18 years of age;
and
- e) Any other prescribed information

5.1.2 A record in terms of sub-clause 5.1.1 above must be kept by the employer for a period of three years from the date of the last entry in the record.

5.1.3 An employer who keeps a record in terms of this section is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

5.2 Written particulars of employment

5.2.1 An employer must supply an employee with a contract of employment when the employee commences employment, in which with the following particulars are included;

- a) The full name and address of the employer;
- b) The name and occupation of the employee, or a brief description of the work for which the employee is employed;
- c) The place of work, and, where the employee is required or permitted to work at various places, an indication of this;
- d) The date of employment;
- e) The employee's ordinary hours of work and days of work;
- f) The employee's wage rate and method of calculating wages;
- g) The rate of pay for overtime work;
- h) Any other remuneration that the employee is entitled to and the value of the payment in kind;
- i) Any payment in kind that the employee is entitled to and the value of the payment in kind;
- j) How frequently remuneration will be paid;
- k) Any deductions to be made from the employee's remuneration;
- l) The leave to which the employee is entitled;
- m) The period of notice required to terminate employment, or if employment is on an LDC, the date on which employment will be

terminated or the specific event that will result in the termination of employment.

- n) Any period of employment with a previous employer that is to be included in the employee's period of employment;
- o) A list of any other documents that form part of the contract of employment, indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.

5.2.2 When any matter listed in sub-clause 5.2.1 above changes-

- a) the contract of employment must be revised to reflect the change; and
- b) the employee must be supplied with a copy of the document reflecting the change.

5.2.3 If an employee is not able to understand the contract of employment, the employer must ensure that it is explained to the employee in a language and in a manner that the employee understands.

5.2.4 The employer must keep the contract of employment in terms of this clause for a period of 3 years after termination of employment.

5.3 Displaying this agreement in the workplace

5.3.1 Every employer must –

- a) Display a notice in a prominent position in the workplace informing employees of the availability of this agreement for their perusal.
- b) Make a copy of this agreement available to any employee for inspection.
- c) On request, a copy of this agreement is to be made available to the trade union representative.

6 CHAPTER 6 - REMUNERATION AND RECORD KEEPING

6.1 Calculation of wages

- 6.1.1 The hourly wage of an employee shall be the weekly wage divided by the number of ordinary hours of work for such employee in any week;
- 6.1.2 The daily wage of an employee shall be the hourly wage multiplied by –
- Nine, in the case of an employee who works a five-day week;
 - Seven and half, in the case of any other employee;
- 6.1.3 The weekly wage of an employee shall be the hourly wage multiplied by the number of ordinary hours of work for such employee in any week;
- 6.1.4 The monthly wage of an employee shall be four and one third times the weekly wage.
- 6.1.5 Remuneration shall be paid;
- in South African currency;
 - daily, weekly, fortnightly or monthly;
 - in cash, by cheque or by direct deposit into an account designated by the employee.
- 6.1.6 Any remuneration paid in cash or by cheque must be given to each employee-
- at the workplace or at a place agreed to by the employee;
 - during the employees working hours or within 15 minutes of the commencement or the conclusion of those hours; and
 - in a sealed envelope which then becomes property of the employee.
- 6.1.7 An employer must pay remuneration not later than seven days after –
- the completion of the period for which the remuneration is payable; or
 - the termination of the contract of employment.
- 6.1.8 Sub-clause 6.1.7(b) above does not apply to any amount due to an employee by the CIRBF.

6.2 Information about remuneration

- 6.2.1 An employer must give an employee the following information in writing on each day the employee is paid:

- a) The employer's name and address;
- b) The employee's name and occupation;
- c) The period for which the payment is made;
- d) The employee's remuneration in money;
- e) The amount and purpose of any deduction made from the remuneration;
- f) The actual amount paid to the employee; and
- g) If relevant to the calculation of that employee's remuneration –
 - (i) the employee's rate of remuneration and overtime rate;
 - (ii) the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;
 - (iii) the number of hours worked by the employee on a Sunday or public holiday during that period; and
 - (iv) if an agreement to average working time has been concluded in terms of section 12, the total number of ordinary and overtime hours worked by the employee in the period of averaging.

6.2.2 The written information required in terms of sub-clause (1) must be given to each employee —

- a) at the workplace or at a place agreed to by the employee; and
- b) during the employee's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours.

6.3 Payment of remuneration upon termination of employment

6.3.1 If the employment of an employee terminates on a date before the ordinary pay day, all remuneration owing in terms of this agreement must be paid to the employee —

- a) within seven days of the date that employment terminates; or
- b) if the employer and an employee have agreed to a notice period longer than the period contemplated in this agreement, within seven days of the last day of the notice period.

6.4 Deductions from wages - general;

- 6.4.1 An employer may not make any deduction from an employee's remuneration, unless-
- a) Subject to sub-clause 6.4.2 below, the employee, by written agreement, consents to the deduction in respect of a debt which must be specified in the agreement; or
 - b) The deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.
- 6.4.2 A deduction in terms of sub-clause 6.4.1(a) above may be made to reimburse an employer for loss or damage only if:
- a) The loss or damage only occurred in the course of employment and was due to the fault of the employee
 - b) The employer has followed fair procedure and has given the employee a reasonable opportunity to show why the deductions should not be made
 - c) The total amount of debt does not exceed the actual amount of the loss or damage, and;
 - d) The total deductions from the employee's remuneration in terms of this subsection do not exceed one quarter of the employees' remuneration in money.
- 6.4.3 An agreement in terms of sub-clause 6.4.1(a) in respect of any goods purchased by the employee must specify the nature and quantities of the goods
- 6.4.3 An employer who deducts an amount from an employee's remuneration in terms of sub-clause 6.4.1 for payment to another person must pay the amount to the person in accordance with the time period and other requirements specified in the agreement, law, court order or arbitration award.
- 6.4.4 An employer may not require or permit an employee to –
- a) Repay any remuneration except for any amount paid in error for overpayments previously made by the employer resulting from an error in calculating the employees' remuneration; or –

- b) Acknowledge receipt of an amount greater than the remuneration actually received.

6.5 Deductions from wages - trade union subscriptions

6.5.1 An employer must deduct subscriptions for membership of a trade union party to the Council from the wages of an employee that consents in writing to the deduction.

6.5.2 The subscriptions deducted must be paid to the trade union concerned by the 15th of the month following the month to which the subscriptions relate. The payment to the relevant trade union must include the following details in respect of each employee that is a member of that trade union:

- a) Name of employer and division or site at which the employee is employed
- b) Full name;
- c) Identity number, if available;
- d) Amount deducted; and
- e) The period to which the subscriptions relate.

6.6 Deductions from wages – training

An employer may not accept or charge a premium for the training of employees.

6.7 Year-end bonus

Subject to the provisions of this sub-clause, an employer must pay an employee an annual bonus as follows:

6.7.1 20 working days' pay

6.7.2 Where existing agreements provide for bonuses in excess of that provided for in sub-clause 6.7.1 above, such existing agreements shall prevail.

6.7.3 An employee who is employed in a year in which a bonus amount is to be paid and who has been continuously so employed for at least 3 months, but for less than one full year, shall be entitled to a pro rata bonus payment.

6.7.4 An employee whose employment is terminated through no fault of his or her own, through retrenchment, retirement, disability, or death, shall be entitled to a pro rata bonus payment.

- 6.7.5** No bonus payment shall be made to employees whose employment was terminated by reason of misconduct.
- 6.7.6** Year-end (annual) bonus will not accrue to an employee for any unauthorised absence.
- 6.7.7** Calculation of accrual reduction upon unauthorised absenteeism –
(Example: an employee is absent without authorisation for 5 days and works 9 ordinary hours on 5 days per week:
- a) 5 days x 9 hours = 45 hours
 - b) bonus: (235 working days x 9 hours) = 2115 total hours
 - c) bonus accrual factor: 180 hours / 2115 total hours = 0.085 (bonus accrual per hour worked)
 - d) 45 hours (see clause 6.7.7(a)) x 0.085 (accrual factor) = 3.825 hours
 - e) task grade 1: R54.06 x 3.825 hours = R206.78 (bonus reduction amount)

6.8 Cross border work allowance

- 6.8.1** An employer may only require or permit an employee to perform cross border work if so agreed in writing, provided that;
- a) The employer pays the employee an allowance as provided for in clause 6.9.2 below.
 - b) The employer must ensure that the terms of the agreement are not less favourable than the conditions of employment as regulated by the provisions of this agreement or any law that is applicable in the Republic of South Africa; and
 - c) The employer must ensure that the terms of the agreement and conditions of work are not less favourable than the same employee would enjoy if working in South Africa.
 - d) In the event where an employee is employed for a period of more than 12 months in another country, the employer must have an agreement with the Compensation Commissioner in terms of section 23(1)(c) of the Compensation for Occupational Injuries and Diseases Act 130 of 1993.

- 6.8.2** An employer who requires an employee to perform work outside the borders of the Republic of South Africa must inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee reasonably understands-
- a) of any health and safety hazards associated with that country that the employee is expected to be deployed to; and
 - b) of the employee's right to undergo a medical examination in terms of sub-clause 6.8.3;
- 6.8.3** At the request of the employee, enable the employee to undergo a medical examination, at the expense of the employer, concerning those hazards-
- a) Before the employee departs, or within a reasonable period;
 - b) At appropriate intervals while the employee continues to perform such work.
- 6.8.4** Transfer the employee to a suitable country within a reasonable time if-
- a) The employee suffers from a health condition associated with the country in which the employee is working; and
 - b) It is practicable for the employer to do so.

6.9 Allowances

6.9.1 Living out allowance

- a) A living out allowance which includes a food component whilst on assignment, will be paid to employees who are required to work and live away from their usual place of residence and where no accommodation is provided by the employer. These amounts are set out as follows:

YEAR 1	YEAR 2	YEAR 3
From the date determined by the Minister, up to 31 August 2026	From 1 September 2026 to 31 August 2027	From 1 September 2027 to 31 August 2028
R1 600	R1 700	R1 800

- b) A living out allowance is not payable to employees recruited at the site or who present themselves for employment at that specific site.
- c) Any other allowance paid for the same purpose is deemed to be a living out and food allowance as defined.

6.9.2 Cross border allowance

- a) A cross-border allowance of 7% will be paid to employees assigned to cross border projects calculated on the basic rate of pay for ordinary hours worked.

6.9.3 Sleep out allowance

- a) A sleep out allowance will be paid to employees who spend at least a night away from their usual site on authorised company business and only in the event that the employer is not providing accommodation during this period away from their usual site. These amounts are set out below and payable per night:

YEAR 1	YEAR 2	YEAR 3
From the date determined by the Minister, up to 31 August 2026	From 1 September 2026 to 31 August 2027	From 1 September 2027 to 31 August 2028
R246.95	R276.95	R306.95

6.9.4 Transport

Transport is to be provided by the employer to employees between the office of the employer where the employee was employed and the project during pay and/or long weekends where applicable.

6.9.5 Acting allowance

An acting allowance of 5% of the employee's current basic rate must be paid to an employee while the employee is acting in a position higher than the employee's current job grade.

6.9.6 General

- a) None of the above-mentioned issues, or allowances of a similar nature, may be the subject of company level negotiations.
- b) Current company arrangements that are more favourable will not be affected.

7 CHAPTER 7 - GENERAL**7.1 Exemptions**

- 7.1.1 Any person bound by this agreement may apply to the Council's Independent Exemptions Committee for an exemption from any provision of this agreement in the manner provided for in the Exemptions Collective Agreement.
- 7.1.2 Any person may lodge an appeal against the decision of the Independent Exemptions Committee to the Independent Appeal Board in the manner provided for in the Exemptions Collective Agreement.

7.2 Protective clothing

- 7.2.1 An employer shall supply and maintain in serviceable condition, free of charge, any protective clothing that the employer requires the employee to wear, or that by any law the employer is compelled to provide to the employee, and any such protective clothing shall remain the property of the employer.

7.3 Designated agents

- 7.3.1 The Council must appoint one or more persons as designated agents to enforce and monitor compliance with this agreement, in any manner that is reasonably required for compliance with this agreement, by-
 - a) Entering and inspecting premises;
 - b) Examining records; and
 - c) Interviewing an employer or employees of the employer in an appropriate manner.
- 7.3.2 After each inspection of an employer's records and operations, a designated agent must prepare a report for the attention of the employer,

worker representatives or in the case of an individual complainant, the complainant, stating-

- a) The date and time of the inspection;
- b) If any contraventions of the agreement were identified, a summary of the contraventions; and
- c) The action that management is required to take to rectify the contraventions.

7.3.3 A designated agent may not make any disclosure of information in circumstances which are not permitted in terms of section 201 of the Labour Relations Act, 1995.

7.3.4 The Minister, on request of the Council, shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this agreement, including the issuing of compliance orders requiring any person bound by this agreement to comply within 14 days.

7.3.5 A designated agent shall have all the powers provided for in section 33, 33A and Schedule 10 of the Act.

7.4 Levels of bargaining in the Industry and peace obligation

Subject to sub-clause 7.4.4 below —

7.4.1 The Council shall be the sole forum for negotiating matters contained in this agreement.

7.4.2 During the currency of this agreement, no matter contained within this agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

7.4.3 Any provision in a collective agreement binding an employer and employees covered by the Council, other than a collective agreement concluded by the Council, that requires an employer or a trade union to bargain collectively in respect of any matter contained in this agreement, is of no force and effect.

7.4.4 Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to

worker representatives or in the case of an individual complainant, the complainant, stating-

- a) The date and time of the inspection;
- b) If any contraventions of the agreement were identified, a summary of the contraventions; and
- c) The action that management is required to take to rectify the contraventions.

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7.4.4 Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to

comply with sub-clauses 7.4.1 to 7.4.3 above. The provisions of these clauses shall apply equally to any trade unions not party to this agreement.

7.5 Administration of agreement

7.5.1 The Council is the body responsible for the administration of this agreement.

7.6 Attendance of worker representatives on bargaining council committee meetings

7.6.1 The employer and trade union parties agree that it is important that worker representatives be appointed by the unions, to attend Council meetings and should participate at that level.

7.6.2 To this end the trade unions will by **31 January of each year** notify the companies involved, in writing, of the names and contact details of the trade union worker representatives appointed to serve on Council committees.

7.6.3 Where the company is unable, for operational or other valid reasons to accept the absence of the employee on the dates concerned it shall immediately communicate with the union in order that the problem is addressed.

7.6.4 Absence from the workplace to attend each scheduled meeting must be based on reasonable prior notice of the meeting to the employer supported by the presentation of the agenda of the meeting by the worker representative.

7.7 Resolution of disputes

7.7.1 Disputes about the interpretation or application of the Council's Collective Agreements will be dealt with in terms of the Council's Dispute Resolution Collective Agreement.

APPENDIX A - Certificate of Service

Certificate of Service in the Civil Engineering Industry	
<p>CIVIL ENGINEERING INDUSTRY, SOUTH AFRICA READ THIS FIRST</p> <p>WHAT IS THE PURPOSE OF THIS FORM?</p> <p>This form is proof of employment with an employer.</p> <p>WHO FILLS IN THIS FORM?</p> <p>Authorised staff member</p> <p>WHERE DOES THIS FORM GO?</p> <p>To the employee.</p> <p>INSTRUCTIONS</p> <p>This form must be issued upon termination of employment.</p> <p>NOTE</p> <p>The reason for termination of employment must only be given if requested by the employee.</p> <p>This is only a model and not a prescribed form. Completing a document in another format containing the same information is sufficient compliance with Clause 2 in Chapter III of this agreement.</p>	<p>I, (Full name and position of authorised staff member)</p> <p>of (Full name of employer)</p> <p>Employer's Address:</p> <p>.....</p> <p>.....</p> <p>declare that</p> <p>..... (Full name of employee)</p> <p>..... (I.D no.)</p> <p>Was in employment from Until.....</p> <p>as (Type of work/occupation)</p> <p>Any other information.....</p> <p>On termination of service this employee was earning: R..... (Amount in words)</p> <p>[per hour] [per day] [per week] [per fortnight] [per month] [per year]</p> <p>.....</p> <p>Staff member' signature Date</p>

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7013

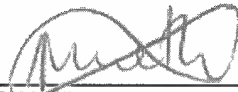
23 January 2026

LABOUR RELATIONS ACT, 1995

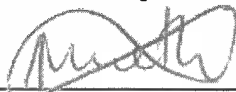
CANCELLATION OF GOVERNMENT NOTICES

**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
(BCCEI): WAGE AND TASK GRADE COLLECTIVE AGREEMENT**

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 5913 published in Government Gazette No. 52185 of 28 February 2025 as well as Government Notice No. R.6564 published in Government Gazette No. 53255 of 29 August 2025 from the second Monday after the date of publication of this notice.

**MS N METH, MP****MINISTER OF EMPLOYMENT AND LABOUR****DATE:** 14 January 2026**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UKUHOXISWA KWEZIVUMELWANO ZIKAHULUMENI****UMKHANDLU WOKUXOXISA PHAKATHI KWABAQASHI NABASEBENZI
EMBonINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO:
ISIVUMELWANO SEMIHOLO KANYE NESIGABA SEMISEBENZI
YEZABASEBENZI**

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iZaziso zikaHulumeni ezinguNombolo R.5913 owashicilelwa kuPhephandaba likaHulumeni elingunombolo 52185 lomhlaka 28 kuNhlolanja 2025 kanye nonombolo R6564 owashicilelwa kwiPhephandaba likaHulumeni elingunombolo 53255 lomhlaka 29 kuNcwaba 2025, kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso.

**NKOSAZANA N METH, MP****UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU:** 14 January 2026

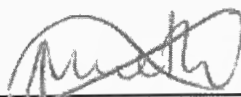
DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7014

23 January 2026

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA:
EXTENSION TO NON-PARTIES OF THE AGENCY SHOP AMENDING COLLECTIVE
AGREEMENT FOR EMPLOYEES**

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council of the Leather Industry of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 2027.



MS N METH, MP**MINISTER OF EMPLOYMENT AND LABOUR****DATE:** 14 January 2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
BEMBONI YEZIKHUMBA: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI
SEGATSHA ELIPHATHELENE NENTELA YABASEBENZI ESICHIBIYELAYO, SELULELWA
KULABO ABANGEYONA INGXENYE YESIVUMELWANO**

Mina, **NOMAKHOSAZANA METH**, onguNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **kuMkhandlu KaZwelonke Wokuxoxisana phakathi kwabaQashi Nabasebenzi Embonini Yezikhumba**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuNhlangulana 2027.



MS N METH, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 14 January 2026

SCHEDULE**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH
AFRICA****AGENCY SHOP COLLECTIVE AGREEMENT FOR EMPLOYEES**

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

- a) Southern African Footwear and Leather Industries Association (SAFLIA)**
- b) South African Tanning Employers Organisation (SATEO);**
- c) Association of South African Manufacturers of Luggage, Handbags and
General Goods;**

(Hereinafter referred to as the "employers" or the "employer organisations" on the
one part), and

- d) National Union of Leather & Allied Workers (N.U.L.A.W)**
- and**

- e) Southern African Clothing and Textile Workers Union**

(Hereinafter referred to as the "employees" or the "trade unions" of the other part.

being parties to the National Bargaining Council of the Leather Industry of South
Africa, to extend and amend the Agreement published under Government Notice
No. 909 of 24 November 2017 as further amended under Government Notice
Numbers R.1484 of 15 November 2019, R.2078 of 13 May 2022, R.2702 of 4
November 2022 and R.5768 of 24 January 2025.



1. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Leather Industry -
- (a) by all employers who are members of the employers' organisations and by the party trade unions in the Leather Industry, respectively;
- (b) in the Republic of South Africa.
- (2) The terms of this Agreement will apply only to employees for whom wages are prescribed in any of the Main Collective Agreements of the Council.
- (3) The terms of this Agreement shall not apply to non-parties in respect of Clauses 1(1)(a).

2. CLAUSE 2: DATE AND PERIOD OF OPERATION

- (1) This Agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period ending 30 June 2027.

3. CLAUSE 4: THE AGENCY SHOP AGREEMENT

Substitute the following for subclause 4(6):

"The agency fee shall be equal to 1% (one percent) but not exceeding R25.20 of the employee's basic weekly wage."

A collection of handwritten signatures and initials in black ink, including a large stylized 'W' at the top, a signature that looks like 'AB', another 'AB' below it, a signature that looks like 'P', a signature that looks like 'S', a large signature that looks like 'B', and a signature that looks like 'R' at the bottom right.

SIGNED AT DURBAN ON THE 23RD DAY OF JULY 2025.

J J V VYMETAL, Member of the Council

C SMITH, Member of the Council

D GANESAN, Member of the Council

A O BENJAMIN, Member of the Council

V MEMBINKOSI, Member of the Council

I RYNEVELD, General Secretary of
the Council

The image shows five handwritten signatures, each written on a horizontal dotted line. From top to bottom, the signatures are: 1. A signature that appears to be 'J. J. V. Vymetal'. 2. A signature that appears to be 'C. Smith'. 3. A signature that appears to be 'D. Ganesan'. 4. A signature that appears to be 'A. O. Benjamin'. 5. A signature that appears to be 'I. Ryneveld'.

DEPARTMENT OF EMPLOYMENT AND LABOUR

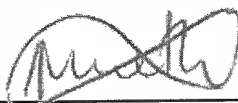
NO. R. 7015

23 January 2026

LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO:
EXTENSION TO NON-PARTIES OF THE MOTOR INDUSTRY PROVIDENT FUND
COLLECTIVE AGREEMENT**

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council – MIBCO**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication and for the period ending 31 August 2030.



MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 02/12/2025

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI****YEZIMOTO:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SE MOTOR INDUSTRY****PROVIDENT FUND SELULELWA KULABO ABANGEYONA INGXYENYE YASO**

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yeziMoto**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2030.

**NKOSAZANA N METH, MP****UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU:** 02/12/2025

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO****MOTOR INDUSTRY PROVIDENT FUND
COLLECTIVE AGREEMENT**

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

Fuel Retailers Association - FRA

and the

Retail Motor Industry Organisation – RMI

and the

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

Motor Industry Staff Association – MISA

and the

National Union of Metalworkers of South Africa - NUMSA

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being
the parties to the Motor Industry Bargaining Council - MIBCO.

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CLAUSE 1 - PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2030.

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;
 - (a) in the Republic of South Africa,
 - (i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and
 - (ii) by non-parties, to the extent that the Minister of Employment and Labour has granted an extension of this agreement to non-parties in terms of section 32 of the LRA.
 - (iii) employees in Division B, grades 7 and 8 and apprentices in the Motor Industry and their employers.
 - (b) excluding those in terms Section 2 of the LRA:
 - (i) the National Defense Force;
 - (ii) the National Intelligence Agency; and
 - (iii) the South African Secret Service.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
 - (a) employees in Division B, grades 7 and 8 and apprentices of the Auto Workers' Provident Fund until such time as the parties agree that they are transferred to the Motor Industry Provident Fund;
 - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
 - (c) employees in respect of whom their employer contributes, and for as long as

their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favorable than those provided by the Fund; and

- (d) any fixed term and/or probationary employee for six months from the date on which he begins employment in the Motor Industry; provided that any employer may in his discretion waive this exclusion.
- (3) Notwithstanding the provisions of sub-clauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2030; **the amount equal to the National Wage Threshold published in the Basic Conditions of Employment Act.**
- (4) The provisions of clause 6.1 (1) of this MIBCO Main Agreement shall be applicable to all employees, excluding commission on sales, receiving up to –
 - (a) For weekly earners –
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
 - (b) For monthly earners –
is the sum of the published National Wage Threshold divided by 12 (months).
- (5) Clause 1 of the Preamble and Clause 1(1)(a) of Division A in the MIBCO Main Agreement, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of section 32 of the LRA.

CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1995 and Pension Fund Act, as amended from time to time and the Main Agreement shall have the meanings assigned to them in the Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the

masculine gender shall include females and vice versa; further, unless inconsistent with the context -

"Act" means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.

"Administrative Agreement" means the Agreement entered into between the parties for the administration of the Council as published in terms of a Government Gazette and any subsequent renewals and/or amendments thereto.

"Apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act as well as a learner in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998.

"Council" means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act.

"Division B employees" means those employees as defined in the Main Agreement from time to time.

"Establishment" means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted.

"FSCA" means the Financial Sector Conduct Authority, as defined in the Financial Sector Regulation Act, No. 9 of 2017 (as amended).

"Fund" means the Motor Industry Provident Fund, established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependents of such employees on the death of such employees.

"Grade 7 employees" mean those employees as defined in the Main Agreement from time to time.

"Grade 8 employees" mean those employees as defined in the Main Agreement from time to time.

"Independent Board" means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non -parties against the refusal of a non -party's application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the

Council.

"Main Agreement" means the Agreement in which wages and other conditions of service are specified for employees in the Motor Industry, as published in terms of section 32 of the Act.

"MIFA" means Motor Industry Fund Administrator in terms of Section 13 of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

"MIRF" means Motor Industry Retirement Fund in terms of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

"Motor Industry" or "Industry" means the Motor Industry as defined in the Main Agreement from time to time.

"National Wage Threshold" means the wage threshold determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

"PFA" means the Pension Funds Act, Act no 24 of 1956, as amended, from time to time.

"Motor Industry Provident Fund Collective Agreement"- (Ruth to provide definitions of all four Agreements).

"Pensionable remuneration" means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece work basis receives over and above the amount he would have received if he had not been employed on such basis, but includes commission received on the sale of goods; provided, however, that all commission received in excess of **R11 336.44** per month shall be excluded, unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation.

"PR artisan" means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a artisan performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of 'Motor Industry' in this Agreement, or an employee who is able to

prove to the satisfaction of the Regional Council concerned not less than three-and-a-half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the 'Motor Industry' as defined.

[**Note:** Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre].

"Region EC" means those areas defined as 'Area Eastern Cape'.

"Region KZN" means the areas defined as 'Area KwaZulu-Natal'.

"Region FS & NC" means those areas defined as 'Area Free State & Northern Cape'.

"Region HVLD" means those areas defined as 'Area Highveld'.

"Region NR" means those areas defined as 'Area Northern Region'.

"Region WP" means those areas defined as 'Area Western Cape'.

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution.

"Regional Council" means a committee appointed as such by the Council in terms of its constitution for any region defined herein.

"Retirement age" means 65 years.

"Voluntary member" means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement.

"Week" means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4 - ESTABLISHMENT AND OBJECTS OF THE FUND

- (1) The Motor Industry/MISA Provident Fund established on 1 January 2001 is hereby continued as the Motor Industry Provident Fund (hereinafter referred to as the "Fund").
- (2) The Fund shall consist of contributions as specified in this Agreement, and interest, dividends or rental earnings on investments.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

CLAUSE 5 - MEMBERSHIP

- (1) Subject to the provisions of clause 2 of this agreement and of sub clause (3) of this clause, membership of the fund shall be compulsory for every employee, within the registered scope of the Council and falling below the threshold defined in the Main Agreement and, employed in the Motor Industry in Division B, grades 7 and 8 and apprentices who has not reached retirement age.
- (2) Employees who are not compulsory members in terms of sub clause (1) and Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor Industry, may be admitted to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and their employers.
- (3) Every employee for whom membership is compulsory in terms of sub clause (1) of this clause, and every person admitted to voluntary membership in terms of sub clause (2) of this clause, shall -
 - (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry; and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one Region to another;

- (b) when required to do so by the Council, a Regional Council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.

CLAUSE 6 - CONTRIBUTIONS

- (1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) or every voluntary member in terms of clause 5(2) of this Agreement, shall contribute 7,5 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry; provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.
- (2) The contributions specified in sub clause (1) shall, subject to the proviso contained in sub clause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.
- (3) Every employer shall contribute and add to the contributions deducted in terms of sub clause (2) an amount equal to 8% of the member's pensionable remuneration.
- (4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of sub clause (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:
- (a) Name, initials and national identification number of each employee;
- (b) amount of contributions remitted in respect of each employee;
- (c) the date on which service began or service ended, in the case of employees whose employment began or ended since the details were last submitted.
- (5) If an employer contributes risk cover in terms of sub-clause 4.3.4 of the Fund Rules, this will be the risk cover amount published by the Funds.
- (6) Employee and employer contributions (contributions) payable in terms of this clause

Employee and employer contributions (contributions) payable in terms of this clause shall be payable by the employer no later than 30 (thirty) days after of the month immediately following that to which the contributions relate. The employer shall, together with the contributions payable under this clause, submit a statement containing the details referred to in sub clause 4 of this Agreement to the Secretary of the relevant Regional Council.

Note:

- (a) The present email and postal addresses of the Secretaries of the various Regional Councils are as follows:

Region EC:	PO Box 7270, Gqeberha, 6055; mibco.EC@mibco.org.za
Region KZN:	PO Box 10230, Ashwood, 3605; mibco.KZN@mibco.org.za
Region FS & NC:	PO Box 910, Bloemfontein, 9300; mibco.FSNC@mibco.org.za
Region Highveld:	PO Box 2578, Randburg, 2125; highveldregion@mibco.org.za
Region Northern:	PO Box 13970, Hatfield 0028; Mibco.NR@mibco.org.za
Region WP:	PO Box 17, Bellville, 7535. mibco.wp@mibco.org.za

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the Region concerned.
- (7) The contributions payable by employers as specified in sub clause (3) shall not be refundable.
- (8) The contributions collected by Regional Councils in terms of this clause shall be paid to the Fund.
- (9) Compound interest on late payments or unpaid amounts and values shall be calculated

for the period from the first day of the month following the expiration of the period in respect of which the relevant amounts or values are payable or transferable until the date of receipt by the fund at the rate prescribed...

- (10) Notwithstanding the provisions of this clause an employer who has been discovered in terms of the provisions of the Collective Administrative Agreement between the parties, shall be liable for any amounts due in respect of provident fund contributions, excluding contributions for which the employee is liable in terms of this Agreement or any other Agreement relating to the provident fund, from commencement of employment in respect of each employee including penalties and interest payable to the provident fund in terms of the PFA in respect of such employee. The provisions of this clause are subject to the respective employee electing in writing within 30 days of the discovery referred to Administrative Agreement sub-clause 10(1)(b) whether to enforce or the waive compliance with the provisions of this clause by the employer. The contributions will be waived should no submission by respective employees be received by the Regional Secretary within the 30 days.

CLAUSE 7 - ADMINISTRATION

- (1) The Fund shall be administered in accordance with rules approved by the Financial Services Conduct Authority (FSCA); which rules shall not be inconsistent with the provisions of this Agreement, the Act or of the PFA, and a copy of the rules and details of any amendments to them shall be lodged with the FSCA.

CLAUSE 8 – LIQUIDATION OR DISSOLUTION

- (1) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Parties may appoint the Company, to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to discharge such duties the FSCA; shall appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.
- (2) In the event of the dissolution of the Council or in the event of its ceasing to function

during the currency of this Agreement, the FSCA; may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the FSCA; may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

- (3) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar of Labour Relations may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the Registrar of Labour Relations may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

CLAUSE 9 - AGENTS

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises or institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and/payment advise, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

CLAUSE 10 – EXEMPTIONS

- (1) Subject to the provisions of the Act and the PFA, exemption from any of the provisions of this agreement may be granted by the Council or Regional Councils, to any party on application.
- (2) Application for exemption shall be made, in a form prescribed by the Council, to the General Secretary of the Council or the Secretary of the Regional Council within whose area the applicant operates or is employed.

- (3) The Regional Council or the Council, as the case shall be, subject to the provisions of the Act and PFA, fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any license of exemption.
- (4) The Secretary of the Regional Council or the Secretary of the Council, as the case shall be, shall –
- (a) number consecutively all licenses issued;
 - (b) retain a copy of each licenses issued; and
 - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (5) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.
- (6) Employers seeking to be exempted from this fund may not transfer to an alternate fund until an exemption is granted and shall continue contributing.
- (7) On the Section 14 transfer process –
- (a) A member registering with an alternative fund whilst still with this fund –
 - (i) shall continue contributing to this fund for as long as he is deemed to be a member of this fund; and
 - (ii) shall stop contributing when the cancellation of this fund is granted.
 - (b) A member registering with this fund whilst still on a different/other fund –
 - (iii) shall continue contributing to the other fund for as long as he is deemed to be a member of that fund; and
 - (iv) shall stop contributing to the other fund when the cancellation of that fund is granted and will start contributing to this fund.
- (8) **Exemption from the Motor Industry's Provident Funds:**

- (a) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:
- (i) The alternative fund must be a properly structured pension/provident/retirement fund registered in terms of the Pension Funds Act.
 - (ii) Applications for exemption submitted by an employer on behalf of its employees to be exempted from the industry's retirement funds shall be made on an official company letterhead and shall be signed by the employer or its duly authorized representative.
 - (iii) Applications for exemption submitted by a group of employees to be exempted from the industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorized representative.
 - (iv) The contributions to the alternative fund by both employer and employee shall be at least the equivalent to that required by the industry's funds respectively.
 - (v) The waiting period for membership to the alternative fund(s) may not be longer than 6 months.
 - (vi) All new alternative funds' benefits shall be collectively better than those of the industry's funds and the benefits of all existing funds which at present enjoy exemption shall be equal to or better than those of the industry's funds.
 - (vii) Membership of an alternative fund that complies with these criteria shall be compulsory when an exemption is granted from membership of the Industry funds.
 - (viii) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the matters of retirement funds, who shall observe the provisions of this clause and who shall make a final and binding ruling.

CLAUSE 11 - REMITTANCE

Subject to the provisions of clause 6 of this agreement, whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honored for any reason whatsoever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 per cent to 2 per cent as determined by the Council in its sole discretion, of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

CLAUSE 12 - INDEPENDENT BOARD

- (1) In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
- (i) the ability to be objective, independent and impartial;
 - (ii) sound decision-making skills;
 - (iii) leadership qualities, particularly in respect of exercising sound judgment;
 - (iv) be a person in whose impartiality and integrity the public can have confidence;
 - (v) understand and comply with confidentiality requirements;
 - (vi) working knowledge and experience of labour and collective bargaining matters; and
 - (vii) knowledge and understanding of judicial / quasi-judicial processes.

- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
 - (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
 - (b) All appeals lodged by non -parties shall be considered by the Independent Board with due regard to the Exemption criteria set out in sub clause (7) below.
 - (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
 - (i) the period for which the appeal is required;
 - (ii) the Agreement and clauses or sub clauses of the Agreement from which appeal is required;
 - (iii) 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 appeal.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if –
 - (a) it does not undermine the Agreement;
 - (b) it is fair to the employer or his employees and other employers and employees in the industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.
- (5) Once the Independent Board has granted an appeal, it must issue a certificate and

advise the applicant(s) accordingly within 14 days of the date of its decision.

- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
- (a) the written substantiation and motivation submitted by the applicant.
 - (b) the extent of consultation with and the petition for or against granting the appeal as provided by employers or employees who are to be affected by the appeal if granted;
 - (c) the scope of appeal required;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that a competitive advantage is not created by the appeal;
 - (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
 - (h) any existing special economic or other circumstances which warrant the granting of the appeal;
 - (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
 - (j) any recommendation from the Council.

CLAUSE 13 - RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement a "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.

- (2) Any such dispute shall be referred to the Council in the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration cost in terms of section 138 (10) of the said Act.
- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement
- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act.



ANNEXURE A

MOTOR INDUSTRY PROVIDENT FUND

APPLICATION FOR REGISTRATION AS A MEMBER

Fund No	12/8/36666				
Identity/ Passport No					
Surname					
First names					
Date of birth	Year		Month		Day
Male or Female (Gender)					
Employed by (employer's name and address)					
Occupation					
Applicant's private address					
Were you employed in the Motor Industry previously?	Yes		No		
If the answer is "Yes", state name and address of employer					
ALTERNATIVE CONTACTS FOR MEMBER					
Next of kin					
Full Name	Surname	Email Address	Telephone: Mobile		
1 st Relative not living with Member					

Full Name	Surname	Email Address	Telephone: Mobile
2nd Relative not living with Member			
Full Name	Surname	Email Address	Telephone: Mobile
DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)			
<i>I nominate as my additional beneficiaries in the event of my death:</i>			
Nom.	Full Name	Surname	Identity/Passport Number
2			
3			
4			
5			
Disabilities (YES/NO)			
Provide Detail if YES			
Chronic Illnesses (YES/NO)			
Provide Detail if YES			
<i>(Mark the appropriate block with an X)</i>			
I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="text"/> and the registered employer <input type="text"/>			
I, the undersigned member, hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.			

Signature

Date

Telephone:
Mobile

Email Address



ANNEXURE B
MOTOR INDUSTRY PROVIDENT FUND
APPLICATION FOR REGISTRATION AS A VOLUNTARY MEMBER

Fund No	12/8/36666				
Identity/ Passport No					
Surname					
First names					
Date of birth	Year		Month		Day
Male or Female (Gender)					
Employed by (employer's name and address)					
Occupation					
If an employer, state full name of business					
Status of employer (e.g. owner, director, partner, member)					
Applicant's private address					
Were you employed in the Motor Industry previously?	Yes		No		
If the answer is "Yes", state name and address of employer					
ALTERNATIVE CONTACTS FOR MEMBER					
Next of kin					
Full Name	Surname	Email Address		Telephone: Mobile	

1st Relative not living with Member			
Full Name	Surname	Email Address	Telephone: Mobile

2 nd Relative not living with Member			
Full Name	Surname	Email Address	Telephone: Mobile
DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)			
<i>I nominate as my additional beneficiaries in the event of my death:</i>			
Nom.	Full Name	Surname	Identity/Passport Number
2			
3			
4			
5			
Disabilities (YES/NO)			
Provide Detail if YES			
Chronic Illnesses (YES/NO)			
Provide Detail if YES			
<i>(Mark the appropriate block with an X)</i>			
I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="checkbox"/> and the registered employer <input type="checkbox"/>			
I, the undersigned member, hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.			
Signature	Date	Telephone: Mobile	Email Address

TO BE SIGNED BY THE OWNER, MEMBER, A PARTNER OR DIRECTOR OF THE FIRM

Signature	Date	Telephone: Mobile	Email Address



SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 29TH DAY OF OCTOBER 2025.



..... L. BOUCHIER
PRESIDENT OF THE COUNCIL



..... M. KEYTER
VICE- PRESIDENT OF THE COUNCIL



..... P. MASEMOLA
GENERAL SECRETARY

DEPARTMENT OF EMPLOYMENT AND LABOUR

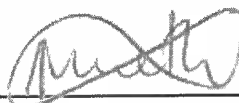
NO. R. 7016

23 January 2026

LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO:
EXTENSION TO NON-PARTIES OF THE AUTOWORKERS PROVIDENT FUND
COLLECTIVE AGREEMENT**

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council – MIBCO**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication and for the period ending 31 August 2030.



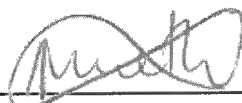
MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 14 January 2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI****YEZIMOTO:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SE AUTOWORKERS****PROVIDENT FUND SELULELWA KULABO ABANGEYONA INGXEYENYE YASO**

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yeziMoto**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2030.

**NKOSAZANA N METH, MP****UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU:** 14 January 2026

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO****AUTOWORKERS PROVIDENT FUND****COLLECTIVE AGREEMENT**

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

Fuel Retailers Association - FRA

and the

Retail Motor Industry Organisation – RMI

and the

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

Motor Industry Staff Association – MISA

and the

National Union of Metalworkers of South Africa - NUMSA

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council - MIBCO.

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CLAUSE 1 - PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2030.

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;
 - (a) in the Republic of South Africa,
 - (i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and
 - (ii) by non-parties, to the extent that the Minister has granted an extension of this agreement to non- parties in terms of section 32 of the LRA.
 - (iii) by all employees in grades 1 to 6 in the Motor Industry and by their employers in the Motor Industry.
 - (b) excluding those in terms Section 2 of the LRA:
 - (i) the National Defense Force;
 - (ii) the National Intelligence Agency; and
 - (iii) the South African Secret Service.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
 - (a) grades 1 to 6 employees who are members of the Motor Industry Provident Fund until such time as the parties agree that they are transferred to the Auto Workers' Provident Fund;
 - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
 - (c) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in

- operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favorable than those provided by the Fund; and
- (d) any fixed term and/or probationary employee for six months from the date on which he begins employment in the Motor Industry; provided that any employer may in his discretion waive this exclusion.
- (3) Notwithstanding the provisions of sub-clauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2025; **the amount equal to the National Wage Threshold published in the Basic Conditions of Employment Act.**
- (4) The provisions of clause 6.1 (1) of this MIBCO Main Agreement shall be applicable to all employees, excluding commission on sales, receiving up to –
- (a) For weekly earners –
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (b) For monthly earners –
is the sum of the published National Wage Threshold divided by 12 (months);
- (5) Clause 1 of the Preamble and Clause 1(1)(a) of Division A in the MIBCO Main Agreement, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of section 32 of the LRA

CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1995, as amended from time to time and the Main Agreement shall have the meanings assigned to them in the Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females and vice versa; further, unless inconsistent with the context –

“Act” means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.

“Administrative Agreement” means the Agreement entered into between the parties for the administration of the Council as published in terms of a Government Gazette and any subsequent renewals and/or amendments thereto.

“Apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act as well as a learner in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998.

“AWPF” means the Auto Workers’ Provident Fund, applicable to grade 1 to 6 employees, including any amendments thereto (Registration no. 12/8/32783 as of 03 July 1995). (This Agreement)

“Council” means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act.

“Division B employees” means those employees as defined in the Main Agreement from time to time.

“Establishment” means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted.

“FSCA” means the Financial Sector Conduct Authority, as defined in the Financial Sector Regulation Act, No. 9 of 2017 (as amended).

“Fund” means the Auto Workers’ Provident Fund, established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependents of such employees on the death of such employees.

“Grades 1 to 6 employees” means those employees as defined in the Main Agreement from time to time.

“Independent Board” means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non -parties against the refusal of a non -party's application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council.

"Main Agreement" means the Agreement in which wages and other conditions of service are specified for employees in the Motor Industry, as published in terms of section 32 of the Act.

"MIFA" means Motor Industry Fund Administrator in terms of Section 13 of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

"MIRF" means Motor Industry Retirement Fund in terms of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

"Motor Industry" or 'Industry" means the Motor Industry as defined in the Main Agreement from time to time.

"National Wage Threshold" means the wage threshold determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

"PFA" means the Pension Funds Act, Act no 24 of 1956, as amended, from time to time.

"PR artisan" means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a artisan performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of 'Motor Industry' in this Agreement, or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three-and-a-half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the 'Motor Industry' as defined.

[**Note:** Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.].

"Pensionable remuneration" means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include

remuneration which an employee who is employed on a piece work basis receives over and above the amount he would have received if he had not been employed on such basis, but includes commission received on the sale of goods; provided, however, that all commission received in excess of **R11 336.44** per month shall be excluded, unless the employer and an employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation.

"PR artisan" means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a artisan performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of 'Motor Industry' in this Agreement, or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three-and-a-half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the 'Motor Industry' as defined.

Note: Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.

"PFA" means the Pension Funds Act, Act no 24 of 1956, as amended from time to time;

"Region EC" means those areas defined as 'Area Eastern Cape'.

"Region KZN" means the areas defined as 'Area KwaZulu-Natal'.

"Region FS & NC" means those areas defined as 'Area Free State & Northern Cape'.

"Region HVLD" means those areas defined as 'Area Highveld'.

"Region NR" means those areas defined as 'Area Northern Region'.

"Region WP" means those areas defined as 'Area Western Cape'.

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution.

"Regional Council" means a committee appointed as such by the Council in terms of its constitution for any region defined herein.

"Retirement age" means 65 years.

"Voluntary member" means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement.

'Week' means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4 - ESTABLISHMENT AND OBJECTS OF THE FUND

- (1) The Auto Workers' Provident Fund (hereinafter referred to as the "Fund"), originally established in terms of Government Notice No. R. 837 of 23 June 1995, is hereby continued.
- (2) The Fund shall consist of contributions as specified in this Agreement, and interest, dividends or rental earnings on investments.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

CLAUSE 5 - MEMBERSHIP

- (1) Subject to the provisions of clause 2 of this agreement and of sub clause (3) of this clause, membership of the fund shall be compulsory for every employee, within the registered scope of the Council and falling below the threshold defined in the Main Agreement, employed in the Motor Industry in grades 1 to 6 who has not reached retirement age.
- (2) Employees who are not compulsory members in terms of sub clause (1) and Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor Industry, may be admitted

to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and their employers.

- (3) Every employee for whom membership is compulsory in terms of sub clause (1) of this clause, and every person admitted to voluntary membership in terms of sub clause (2) of this clause, shall -
- (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry; and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one Region to another;
 - (b) when required to do so by the Council, a Regional Council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.

CLAUSE 6 - CONTRIBUTIONS

- (1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) or every voluntary member in terms of clause 5(2) of this Agreement, shall contribute 7,5 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry; provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.
- (2) The contributions specified in sub clause (1) shall, subject to the proviso contained in sub clause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.
- (3) Every employer shall contribute and add to the contributions deducted in terms of sub clause (2) an amount equal to 8% of the member's pensionable remuneration.
- (4) The total amount of contributions deducted from the earnings of employees and

contributed by employers in terms of sub clause (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:

- (a) Name, initials and national identification number of each employee;
 - (b) amount of contributions remitted in respect of each employee;
 - (c) the date on which service began or service ended, in the case of employees whose employment began or ended since the details were last submitted.
- (5) If an employer contributes risk cover in terms of sub-clause 4.3.4 of the Fund Rules, this will be the risk cover amount published by the Funds.
- (6) Employee and employer contributions (contributions) payable in terms of this clause shall be payable by the employer no later than 30 (thirty) days after of the month immediately following that to which the contributions relate. The employer shall, together with the contributions payable under this clause, submit a statement containing the details referred to in sub clause 4 of this Agreement to the Secretary of the relevant Regional Council.

Note:

- (a) The present email and postal addresses of the Secretaries of the various Regional Councils are as follows:

Region EC:	PO Box 7270, Gqeberha, 6055; mibco.EC@mibco.org.za
Region KZN:	PO Box 10230, Ashwood, 3605; mibco.KZN@mibco.org.za
Region FS & NC:	PO Box 910, Bloemfontein, 9300; mibco.FSNC@mibco.org.za
Region Highveld:	PO Box 2578, Randburg, 2125; highveldregion@mibco.org.za
Region Northern:	PO Box 13970, Hatfield 0028;

Mibco.NR@mibco.org.za

Region WP: PO Box 17, Bellville, 7535.
mibco.wp@mibco.org.za

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the Region concerned.
- (7) The contributions payable by employers as specified in sub clause (3) shall not be refundable.
- (8) The contributions collected by Regional Councils in terms of this clause shall be paid to the Fund.
- (9) Compound interest on late payments or unpaid amounts and values shall be calculated for the period from the first day of the month following the expiration of the period in respect of which the relevant amounts or values are payable or transferable until the date of receipt by the fund at the rate prescribed...
- (10) Notwithstanding the provisions of this clause an employer who has been discovered in terms of the provisions of the Collective Administrative Agreement between the parties, shall be liable for any amounts due in respect of provident fund contributions, excluding contributions for which the employee is liable in terms of this Agreement or any other Agreement relating to the provident fund, from commencement of employment in respect of each employee including penalties and interest payable to the provident fund in terms of the PFA in respect of such employee. The provisions of this clause are subject to the respective employee electing in writing within 30 days of the discovery referred to Administrative Agreement sub-clause 10(1)(b) whether to enforce or the waive compliance with the provisions of this clause by the employer. The contributions will be waived should no submission by respective employees be received by the Regional Secretary within the 30 days.

CLAUSE 7 - ADMINISTRATION

- (1) The Fund shall be administered in accordance with rules approved by the Financial

Services Conduct Authority (FSCA); which rules shall not be inconsistent with the provisions of this Agreement, the Act or of the PFA, and a copy of the rules and details of any amendments to them shall be lodged with the FSCA.

CLAUSE 8 – LIQUIDATION OR DISSOLUTION

- (1) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Parties may appoint the Company, to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to discharge such duties the FSCA; shall appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.
- (2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the FSCA; may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the FSCA; may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.
- (3) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar of Labour Relations may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the Registrar of Labour Relations may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

CLAUSE 9 - AGENTS

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises or institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and/payment

advise, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

CLAUSE 10 – EXEMPTIONS

- (1) Subject to the provisions of the Act and the PFA, exemption from any of the provisions of this agreement may be granted by the Council or Regional Councils, to any party on application.
- (2) Application for exemption shall be made, in a form prescribed by the Council, to the General Secretary of the Council or the Secretary of the Regional Council within whose area the applicant operates or is employed.
- (3) The Regional Council or the Council, as the case shall be, subject to the provisions of the Act and PFA, fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any license of exemption.
- (4) The secretary of the Regional Council or the Secretary of the Council, as the case shall be, shall issue to every person granted exemption –
 - (a) number consecutively all licenses issued;
 - (b) retain a copy of each licenses issued; and
 - (a) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (5) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.
- (6) Employers seeking to be exempted from this fund may not transfer to an alternate fund until an exemption is granted and shall continue contributing.
- (7) On the Section 14 transfer process –
 - (a) A member registering with an alternative fund whilst still with this fund –

- (i) shall continue contributing to this fund for as long as he is deemed to be a member of this fund; and
 - (ii) shall stop contributing when the cancellation of this fund is granted.
 - (b) A member registering with this fund whilst still on a different/other fund –
 - (iii) shall continue contributing to the other fund for as long as he is deemed to be a member of that fund; and
 - (iv) shall stop contributing to the other fund when the cancellation of that fund is granted and will start contributing to this fund.
- (8) **Exemption from the Motor Industry's Provident Funds:**
- (a) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:
 - (i) The alternative fund must be a properly structured pension/provident/retirement fund registered in terms of the Pension Funds Act.
 - (ii) Applications for exemption submitted by an employer on behalf of its employees to be exempted from the industry's retirement funds shall be made on an official company letterhead and shall be signed by the employer or its duly authorized representative.
 - (iii) Applications for exemption submitted by a group of employees to be exempted from the industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorized representative.
 - (iv) The contributions to the alternative fund by both employer and employee shall be at least the equivalent to that required by the industry's funds respectively.
 - (v) The waiting period for membership to the alternative fund(s) may not be longer than 6 months.
 - (vi) All new alternative funds' benefits shall be collectively better than those of the industry's funds and the benefits of all existing funds which

at present enjoy exemption shall be equal to or better than those of the industry's funds.

- (vii) Membership of an alternative fund that complies with these criteria shall be compulsory when an exemption is granted from membership of the Industry funds.
- (viii) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the matters of retirement funds, who shall observe the provisions of this clause and who shall make a final and binding ruling.

CLAUSE 11 - REMITTANCE

Subject to the provisions of clause 6 of this agreement, whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honored for any reason whatsoever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 per cent to 2 per cent as determined by the Council in its sole discretion, of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

CLAUSE 12 - INDEPENDENT BOARD

- (1) In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
 - (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:

- (i) the ability to be objective, independent and impartial;
 - (ii) sound decision-making skills;
 - (iii) leadership qualities, particularly in respect of exercising sound judgment;
 - (iv) be a person in whose impartiality and integrity the public can have confidence;
 - (v) understand and comply with confidentiality requirements;
 - (vi) working knowledge and experience of labour and collective bargaining matters; and
 - (vii) knowledge and understanding of judicial / quasi-judicial processes.
 - (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
 - (b) All appeals lodged by non -parties shall be considered by the Independent Board with due regard to the Exemption criteria set out in sub clause (7) below.
 - (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
 - (i) the period for which the appeal is required;
 - (ii) the Agreement and clauses or sub clauses of the Agreement from which appeal is required;
 - (iii) 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 appeal.

- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if –
 - (a) it does not undermine the agreement;
 - (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.
- (5) Once the Independent Board has granted an appeal, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
 - (a) the written substantiation and motivation submitted by the applicant;
 - (b) the extent of consultation with and the petition for or against granting the appeal as provided by employers or employees who are to be affected by the appeal if granted;
 - (c) the scope of appeal required;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that a competitive advantage is not created by the appeal ;
 - (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
 - (h) any existing special economic or other circumstances which warrant the granting of the appeal;

- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (ii) any recommendation from the Council.

CLAUSE 13 - RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement a "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council in the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration cost in terms of section 138 (10) of the said Act.
- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement
- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act.





ANNEXURE A
AUTO WORKERS' PROVIDENT FUND
APPLICATION FOR REGISTRATION AS A MEMBER

Fund No	12/8/32783				
Identity/Passport No					
Surname					
First names					
Date of birth	Year		Month		Day
Male or Female (Gender)					
Employed by (employer's name and address)					
Occupation					
Applicant's private address					
Were you employed in the Motor Industry previously?	Yes		No		
If the answer is "Yes", state name and address of employer					
ALTERNATIVE CONTACTS FOR MEMBER					
Next of kin					
Full Name	Surname	Email Address	Telephone: Mobile		
1st Relative not living with Member					
Full Name	Surname	Email Address	Telephone: Mobile		
2nd Relative not living with Member					
Full Name	Surname	Email Address	Telephone: Mobile		

DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)				
<i>I nominate as my additional beneficiaries in the event of my death:</i>				
Nom.	Full Name	Surname	Identity/Passport Number	Percentile payout (%)
2				
3				
4				
5				
Disabilities (YES/NO)				
Provide Detail if YES				
Chronic Illnesses (YES/NO)				
Provide Detail if YES				
<i>(Mark the appropriate block with an X)</i>				
I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="text"/> and the registered employer <input type="text"/>				
I, the undersigned member, hereby apply to be registered as a member of the Autoworkers Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.				

Signature

Date

Telephone:
Mobile

Email Address



ANNEXURE B AUTO WORKERS' PROVIDENT FUND

APPLICATION FOR REGISTRATION AS A VOLUNTARY MEMBER

Fund No	12/8/32783					
Identity/Passport No						
Surname						
First names						
Date of birth	Year		Month		Day	
Male or Female (Gender)						
Employed by (employer's name and address)						
Occupation						
Applicant's private address						
Were you employed in the Motor Industry previously?	Yes		No			
If the answer is "Yes", state name and address of employer						
ALTERNATIVE CONTACTS FOR MEMBER						
Next of kin						
Full Name	Surname	Email Address			Telephone: Mobile	
1st Relative not living with Member						
Full Name	Surname	Email Address			Telephone: Mobile	
2nd Relative not living with Member						
Full Name	Surname	Email Address			Telephone: Mobile	

DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)				
<i>I nominate as my additional beneficiaries in the event of my death:</i>				
Nom.	Full Name	Surname	Identity/Passport Number	Percentile payout (%)
2				
3				
4				
5				
Disabilities (YES/NO)				
Provide Detail if YES				
Chronic Illnesses (YES/NO)				
Provide Detail if YES				
<i>(Mark the appropriate block with an X)</i>				
I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="checkbox"/> and the registered employer <input type="checkbox"/>				
I, the undersigned member, hereby apply to be registered as a member of the Autoworkers Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.				
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature		Date	Telephone: Mobile	Email Address

TO BE SIGNED BY THE OWNER, MEMBER, A PARTNER OR DIRECTOR OF THE FIRM

Signature Date Telephone: Mobile Email Address

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 26TH DAY OF SEPTEMBER 2025.



..... L. BOUCHIER
PRESIDENT OF THE COUNCIL



..... M. KEYTER
VICE- PRESIDENT OF THE COUNCIL



..... P. MASEMOLA
GENERAL SECRETARY

CONTINUES ON PAGE 130 OF BOOK 2

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11929

Regulasiekoerant

Vol. 727

23

January
Januarie

2026

No. 53984

PART 2 OF 2

N.B. The Government Printing Works will
not be held responsible for the quality of
"Hard Copies" or "Electronic Files"
submitted for publication purposes

ISSN 1682-5845



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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7017

23 January 2026

LABOUR RELATIONS ACT, 1995

REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, Lehlohonolo Molefe, Registrar of Labour Relations, hereby notify, in terms of section 109(2) of the Labour Relations Act, 1995, that **The Cleaning Association of South Africa (CASA) (LR 2/6/3/1161)** has been registered as an employers' organisation with effect from 28/11/2025



REGISTRAR OF LABOUR RELATIONS

SOUTH AFRICAN REVENUE SERVICE

NO. R. 7018

23 January 2026

CUSTOMS AND EXCISE ACT, 1964.
IMPOSITION OF PROVISIONAL PAYMENT (PP/178)

In terms of section 57A of the Customs and Excise Act, 1964, a provisional payment in relation to anti-dumping duty is imposed, up to and including 22 July 2026, to the extent set out in the Schedule hereto.



FRANZ TOMASEK
HEAD: LEGISLATIVE POLICY TAX, CUSTOMS AND EXCISE

SCHEDULE

By the insertion of the following:

Subheading	Description of Goods	Provisional Payment	Imported from or Originating in
7005.29.17	Float glass and surface ground or polished glass, in sheets, whether or not having an absorbent, reflecting or non-reflecting layer, but not otherwise worked, of a thickness exceeding 2,5 mm but not exceeding 3mm (excluding solar glass and optical glass), manufactured by KEDA Ceramics Company Limited	6,08%	Tanzania
7005.29.17	Float glass and surface ground or polished glass, in sheets, whether or not having an absorbent, reflecting or non-reflecting layer, but not otherwise worked, of a thickness exceeding 2,5 mm but not exceeding 3mm (excluding solar glass and optical glass), manufactured by all other manufacturers (excluding that manufactured by KEDA Ceramics Company Limited)	25,88%	Tanzania
7005.29.23	Float glass and surface ground or polished glass, in sheets, whether or not having an absorbent, reflecting or non-reflecting layer, but otherwise not worked, of a thickness exceeding 3 mm but not exceeding 4 mm (excluding solar glass and optical glass), manufactured by KEDA Ceramics Company Limited	6,08%	Tanzania
7005.29.23	Float glass and surface ground or polished glass, in sheets, whether or not having an absorbent, reflecting or non-reflecting layer, but otherwise not worked, of a thickness exceeding 3 mm but not exceeding 4 mm (excluding solar glass and optical glass), manufactured by all other manufacturers (excluding that manufactured by KEDA Ceramics Company Limited)	25,88%	Tanzania
7005.29.25	Float glass and surface ground or polished glass, in sheets, whether or not having an absorbent, reflecting or non-reflecting layer, but not otherwise worked, of a thickness exceeding 4 mm but not exceeding 5 mm (excluding solar glass and optical glass), manufactured by KEDA Ceramics Company Limited	6,08%	Tanzania
7005.29.25	Float glass and surface ground or polished glass, in sheets, whether or not having an absorbent, reflecting or non-reflecting layer, but not otherwise worked, of a thickness exceeding 4 mm but not exceeding 5 mm (excluding solar glass and optical glass), manufactured by all other manufacturers (excluding that manufactured by KEDA Ceramics Company Limited)	25,88%	Tanzania
7005.29.35	Float glass and surface ground or polished glass, in sheets, whether or not having an absorbent, reflecting or non-reflecting layer, but not otherwise worked, of a thickness exceeding 5 mm but not exceeding 6 mm (excluding solar glass and optical glass), manufactured by KEDA Ceramics Company Limited	6,08%	Tanzania

By the insertion of the following:

Subheading	Description of Goods	Provisional Payment	Imported from or Originating in
7005.29.35	Float glass and surface ground or polished glass, in sheets, whether or not having an absorbent, reflecting or non-reflecting layer, but not otherwise worked, of a thickness exceeding 5 mm but not exceeding 6 mm (excluding solar glass and optical glass), manufactured by all other manufacturers (excluding that manufactured by KEDA Ceramics Company Limited)	25,88%	Tanzania

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 7018

23 Januarie 2026

DOEANE- EN AKSYNSWET, 1964.
OPLEGGING VAN VOORLOPIGE BETALING (VB/178)

Kragtens artikel 57A van die Doeane- en Aksynswet, 1964, word 'n voorlopige betaling met betrekking tot teen-stortingreg, tot en met 22 Julie 2026, opgelê, in die mate in die Bylae hierby aangetoon.



FRANZ TOMASEK

HOOF: WETGEWENDE BELEID BELASTING, DOEANE- EN AKSYNS

BYLAE

Deur die invoeging van die volgende:

Subpos	Beskrywing	Voorlopige Betaling	Ingevoer vanaf of Oorspronklik van
7005 29 17	Afstrykglas en glas met die oppervlak geslyp of gepoleer, in velle, hetsy met 'n absorberende, weerkaatsende of nie-weerkaatsende laag al dan nie, maar nie andersins bewerk nie, met 'n dikte van meer as 2,5 mm maar hoogstens 3mm (uitgesonderd son glas en optiese glas), vervaardig deur KEDA Ceramics Company Limited	6,08%	Tanzanië
7005 29 17	Afstrykglas en glas met die oppervlak geslyp of gepoleer, in velle, hetsy met 'n absorberende, weerkaatsende of nie-weerkaatsende laag al dan nie, maar nie andersins bewerk nie, met 'n dikte van meer as 2,5 mm maar hoogstens 3mm (uitgesonderd son glas en optiese glas), vervaardig deur alle ander vervaardigers (uitgesonderd dië vervaardig deur KEDA Ceramics Company Limited)	25,88%	Tanzanië
7005 29 23	Afstrykglas en glas met die oppervlak geslyp of gepoleer, in velle, hetsy met 'n absorberende, weerkaatsende of nie-weerkaatsende laag al dan nie, maar nie andersins bewerk nie, met 'n dikte van meer as 3 mm maar hoogstens 4 mm (uitgesonderd songlas en optiese glas), vervaardig deur KEDA Ceramics Company Limited	6,08%	Tanzanië
7005 29 23	Afstrykglas en glas met die oppervlak geslyp of gepoleer, in velle, hetsy met 'n absorberende, weerkaatsende of nie-weerkaatsende laag al dan nie, maar nie andersins bewerk nie, met 'n dikte van meer as 3 mm maar hoogstens 4 mm (uitgesonderd songlas en optiese glas), vervaardig deur alle ander vervaardigers (uitgesonderd dië vervaardig deur KEDA Ceramics Company Limited)	25,88%	Tanzanië
7005 29 25	Afstrykglas en glas met die oppervlak geslyp of gepoleer, in velle, hetsy met 'n absorberende, weerkaatsende of nie-weerkaatsende laag al dan nie, maar nie andersins bewerk nie, met 'n dikte van meer as 4 mm maar hoogstens 5 mm (uitgesonderd songlas en optiese glas), vervaardig deur KEDA Ceramics Company Limited	6,08%	Tanzanië
7005 29 25	Afstrykglas en glas met die oppervlak geslyp of gepoleer, in velle, hetsy met 'n absorberende, weerkaatsende of nie-weerkaatsende laag al dan nie, maar nie andersins bewerk nie, met 'n dikte van meer as 4 mm maar hoogstens 5 mm (uitgesonderd songlas en optiese glas), vervaardig deur alle ander vervaardigers (uitgesonderd dië vervaardig deur KEDA Ceramics Company Limited)	25,88%	Tanzanië
7005 29 35	Afstrykglas en glas met die oppervlak geslyp of gepoleer, in velle, hetsy met 'n absorberende, weerkaatsende of nie-weerkaatsende laag al dan nie, maar nie andersins bewerk nie, met 'n dikte van meer as 5 mm maar hoogstens 6 mm (uitgesonderd songlas en optiese glas), vervaardig deur KEDA Ceramics Company Limited	6,08%	Tanzanië

Deur die invoeging van die volgende:

Subpos	Beskrywing	Voorlopige Betaling	Ingevoer vanaf of Oorspronklik van
7005.29.35	Alstrykglas en glas met die oppervlak geslyp of gepoleer, in velle, hetsy met 'n absorberende, weerkaatsende of nie-weerkaatsende laag al dan nie, maar nie andersins bewerk nie, met 'n dikte van meer as 5 mm maar hoogstens 6 mm (uitgesonderd songlas en optiese glas), vervaardig deur alle ander vervaardigers (uitgesonderd die vervaardig deur KEDA Ceramics Company Limited)	25,88%	Tanzanië

SOUTH AFRICAN REVENUE SERVICE

NO. R. 7019

23 January 2026

CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1966)

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.


ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the deletion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU / UK	EFTA	SADC	AfCFTA
0307.39.20	7	--- Frozen, not shelled (excluding smoked)	kg	25%	free	free	free	10%
0307.39.30	4	--- Frozen, in half shells (excluding smoked)	kg	25%	free	free	free	10%
0307.39.40	1	--- Frozen, shelled meat (excluding smoked)	kg	25%	free	free	free	10%

By the insertion of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty				
				General	EU / UK	EFTA	SADC	AfCFTA
0307.32.20	2	--- Not shelled (excluding smoked)	kg	25%	free	free	free	10%
0307.32.30	9	--- In half shells (excluding smoked)	kg	25%	free	free	free	10%
0307.32.40	7	--- Shelled meat (excluding smoked)	kg	25%	free	free	free	10%

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty					
				General	EU / UK	EFTA	SADC	MERCOSUR	AfCFTA
0307.32		- - Frozen:							

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 7019

23 Januarie 2026

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1966)

Kragens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die skapping van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU / VK	EFTA	SAOG	AIKVG
0307.39.20	7	--- Bevrore, nie uitgedop nie (uitgesonderd gerook)	kg	25%	vry	vry	vry	10%
0307.39.30	4	--- Bevrore, in halwe doppe (uitgesonderd gerook)	kg	25%	vry	vry	vry	10%
0307.39.40	1	--- Bevrore, uitgedopte vleis (uitgesonderd gerook)	kg	25%	vry	vry	vry	10%

Deur die invoeging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg				
				Algemeen	EU / VK	EFTA	SAOG	AIKVG
0307.32.20	2	--- Nie uitgedop nie (uitgesonderd gerook)	kg	25%	vry	vry	vry	10%
0307.32.30	9	--- In halwe doppe (uitgesonderd gerook)	kg	25%	vry	vry	vry	10%
0307.32.40	7	--- Uitgedopte vleis (uitgesonderd gerook)	kg	25%	vry	vry	vry	10%

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg					AfKvHG
				Algemeen	EU / VK	EFTA	SAOG	MERCOSUR	
0307.32		--	Bevroe:						

PROCLAMATIONS • PROKLAMASIES

PROCLAMATION NOTICE 305 OF 2026

**by the
PRESIDENT of the REPUBLIC of SOUTH AFRICA**

SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT, 1996 (ACT NO. 74 OF 1996): REFERRAL OF MATTERS TO EXISTING SPECIAL INVESTIGATING UNIT: UMZINYATHI DISTRICT MUNICIPALITY – KWAZULU-NATAL PROVINCE

WHEREAS allegations as contemplated in section 2(2) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996) (hereinafter referred to as “the Act”), have been made in respect of the affairs of uMzinyathi District Municipality (hereinafter referred to as “the Municipality”), which is situated in the KwaZulu-Natal Province;

AND WHEREAS the Municipality or the State suffered losses that may be recovered;

AND WHEREAS I deem it necessary that the said allegations should be investigated and civil proceedings emanating from such investigation should be adjudicated upon;

NOW, THEREFORE, I hereby, under section 2(1) of the Act, refer the matters mentioned in the Schedule, in respect of the Municipality, for investigation to the Special Investigating Unit established by Proclamation No. R. 118 of 31 July 2001 and determine that, for the purposes of the investigation of the matters, the terms of reference of the Special Investigating Unit are to investigate as contemplated in the Act, any alleged—

- (a) serious maladministration in connection with the affairs of the Municipality;
- (b) improper or unlawful conduct by the employees or officials of the Municipality;
- (c) unlawful appropriation or expenditure of public money or property;
- (d) unlawful, irregular or unapproved acquisitive act, transaction, measure or practice having a bearing upon State property;
- (e) intentional or negligent loss of public money or damage to public property;
- (f) offence referred to in Parts 1 to 4, or section 17, 20 or 21 (in so far as it relates to the aforementioned offences) of Chapter 2 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), and which offences were committed in connection with the affairs of the Municipality; or
- (g) unlawful or improper conduct by any person, which has caused or may cause serious harm to the interests of the public or any category thereof,

which took place between 1 November 2020 and the date of publication of this Proclamation or which took place prior to 1 November 2020 or after the date of publication of this Proclamation,

but is relevant to, connected with, incidental or ancillary to the matters mentioned in the Schedule or involve the same persons, entities or contracts investigated under authority of this Proclamation, and to exercise or perform all the functions and powers assigned to or conferred upon the said Special Investigating Unit by the Act, including the recovery of any losses suffered by the Municipality or the State, in relation to the said matters in the Schedule.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this 8th day of December Two thousand and twenty-five.

MC Ramaphosa
President

By Order of the President-in-Cabinet:

MT Kubayi
Minister of the Cabinet

SCHEDULE

1. The procurement of, or contracting for—

- (a) the supply, installation and maintenance of ground dual static tanks, and the supply of fuel and oil, in terms of Contract No. T2021-30; and
- (b) the lease and subsequent purchase of an 880 KVA / 1000 KVA generator for the Vants Drift Water Treatment Plant at Nquthu,

by or on behalf of the Municipality, and payments made in respect thereof, in a manner that was—

- (i) not fair, competitive, transparent, equitable or cost-effective; or
- (ii) contrary to applicable—
 - (aa) legislation;
 - (bb) manuals, guidelines, practice notes, circulars or instructions issued by the National Treasury or the relevant Provincial Treasury; or
 - (cc) manuals, policies, procedures, prescripts, instructions or practices of or applicable to the Municipality,

and any related unauthorised, irregular or fruitless and wasteful expenditure incurred by the Municipality or the State.

2. Any improper or unlawful conduct by the officials or employees of the Municipality or the

service providers in question, or any other person or entity, in relation to the allegations set out in paragraph 1 of this Schedule.

PROKLAMASIE KENNISGEWING 305 VAN 2026

**deur die
PRESIDENT van die REPUBLIEK van SUID-AFRIKA**

WET OP SPESIALE ONDERSOEKEENHEDE EN SPESIALE TRIBUNALE, 1996 (WET NO. 74 VAN 1996): VERWYSING VAN AANGELEENTHEDE NA BESTAANDE ONDERSOEKEENHEID: UMZINYATHI DISTRIKS MUNISIPALITEIT – KWAZULU-NATAL PROVINSIE

AANGESIEN bewerings soos beoog in artikel 2(2) van die Wet op Spesiale Ondersoekeenhede en Spesiale Tribunale, 1996 (Wet No. 74 van 1996) (hierna na verwys as “die Wet”), gemaak is in verband met die aangeleenthede van die uMzinyathi Distriks Munisipaliteit (hierna na verwys as “die Munisipaliteit”), wat in die KwaZulu-Natal Provinsie geleë is;

EN AANGESIEN die Munisipaliteit of die Staat verliese gely het wat verhaal kan word;

EN AANGESIEN ek dit nodig ag dat gemelde bewerings ondersoek en siviele geskille voortspruitend uit sodanige ondersoek bereg moet word;

DERHALWE verwys ek hierby, kragtens artikel 2(1) van die Wet, die aangeleenthede in die Bylae vermeld ten opsigte van die Munisipaliteit, vir ondersoek na die Spesiale Ondersoekeenheid ingestel by Proklamasie No. R. 118 van 31 Julie 2001 en bepaal dat, vir die doeleindes van die ondersoek van die aangeleenthede, die opdrag van die Spesiale Ondersoekeenheid is om soos beoog in gemelde Wet, ondersoek te doen na enige beweerde—

- (a) ernstige wanadministrasie in verband met die aangeleenthede van die Munisipaliteit;
- (b) onbehoorlike of onregmatige optrede deur werknemers of beamptes van die Munisipaliteit;
- (c) onregmatige bewilliging of besteding van publieke geld;
- (d) onwettige, onreëlmatige of nie-goedgekeurde verkrygende handeling, transaksie, maatreël of praktyk wat op Staatseiendom betrekking het;
- (e) opsetlike of nalatige verlies van publieke geld of skade aan publieke eiendom;
- (f) misdryf bedoel in Dele 1 tot 4, of artikel 17, 20 of 21 (vir sover dit op voornoemde misdrywe betrekking het) van Hoofstuk 2 van die Wet op die Voorkoming en Bestryding van Korrupte Bedrywighede, 2004 (Wet No. 12 van 2004), en welke

misdrywe gepleeg is in verband met die sake van die Munisipaliteit; of

(g) onwettige of onbehoorlike optrede deur enige persoon wat ernstige benadeling vir die belange van die publiek of enige kategorie daarvan veroorsaak het of kan veroorsaak, wat plaasgevind het tussen 1 November 2020 en die datum van publikasie van hierdie Proklamasie of wat plaasgevind het voor 1 November 2020 of na die datum van publikasie van hierdie Proklamasie, maar wat relevant is tot, verband hou met, insidenteel of bykomstig is tot, die aangeleenthede vermeld in die Bylae of wat dieselfde persone, entiteite of kontrakte betrek wat ondersoek word kragtens die volmag verleen deur hierdie Proklamasie, en om al die werksaamhede en bevoegdhede wat deur die Wet aan die gemelde Spesiale Ondersoekeenheid toegewys of opgedra is, uit te oefen of te verrig in verband met die genoemde aangeleenthede in die Bylae, insluitend die verhaal van enige verliese wat deur die Munisipaliteit of die Staat gely is.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria op hede die 8 dag van Desember Twee duisend en vyf-en-twintig.

MC Ramaphosa

President

Op las van die President-in-Kabinet:

MT Kubayi

Minister van die Kabinet

BYLAE

1. Die aanskaffing van, of kontraktering vir—

- (a) die verskaffing, installasie en onderhoud van grond dubbele statitiese tenks, en die verskaffing van brandstof en olie, ingevolge Kontrak No. T2021-30; en
- (b) die huur en gevolglike aankoop van 'n 880 KVA /1000 KVA kragopwekker vir die Vants Drif Water Behandelingsaanleg te Nquthu,

deur of namens die Munisipaliteit, en betalings gemaak ten opsigte daarvan, op 'n wyse wat—

- (i) nie regverdig, mededingend, deursigtig, billik of koste-effektief was nie; of
- (ii) strydig was met toepaslike—
 - (aa) wetgewing;
 - (bb) handleidings, riglyne, praktyknotas, omsendskrywes of instruksies wat deur die Nasionale Tesourie of die betrokke Provinsiale Tesourie uitgevaardig is; of

(cc) handleidings, beleid, prosedures, voorskrifte, instruksies of praktyke van, of wat op die Munisipaliteit van toepassing is, en enige verwante ongemagtigde, onreëlmatige of vrugtelose en verspulde uitgawes deur die Munisipaliteit of die Staat aangegaan.

2. Enige onbehoorlike of onregmatige gedrag deur die beamptes of werknemers van die Munisipaliteit of die betrokke diensverskaffers, of enige ander persoon of entiteit, met betrekking tot die bewerings in paragraaf 1 in hierdie Bylae uiteengesit.

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065