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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11584

Regulasiekoerant

Vol. 695

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PART 1 OF 2

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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** **2023**

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

- **29 December**, Thursday for the issue of Friday **06 January 2023**
- **06 January**, Friday for the issue of Friday **13 January 2023**
- **13 January**, Friday for the issue of Friday **20 January 2023**
- **20 January**, Friday for the issue of Friday **27 January 2023**
- **27 January**, Friday for the issue of Friday **03 February 2023**
- **03 February**, Friday for the issue of Friday **10 February 2023**
- **10 February**, Friday for the issue of Friday **17 February 2023**
- **17 February**, Friday for the issue of Friday **24 February 2023**
- **24 February**, Friday for the issue of Friday **03 March 2023**
- **03 March**, Friday for the issue of Friday **10 March 2023**
- **10 March**, Friday for the issue of Friday **17 March 2023**
- **16 March**, Thursday for the issue of Friday **24 March 2023**
- **24 March**, Friday for the issue of Friday **31 March 2023**
- **30 March**, Thursday for the issue of Thursday **06 April 2023**
- **05 April**, Wednesday for the issue of Friday **14 April 2023**
- **14 April**, Friday for the issue of Friday **21 April 2023**
- **20 April**, Thursday for the issue of Friday **28 April 2023**
- **26 April**, Wednesday for the issue of Friday **05 May 2023**
- **05 May**, Friday for the issue of Friday **12 May 2023**
- **12 May**, Friday for the issue of Friday **19 May 2023**
- **19 May**, Friday for the issue of Friday **26 May 2023**
- **26 May**, Friday for the issue of Friday **02 June 2023**
- **02 June**, Friday for the issue of Friday **09 June 2023**
- **08 June**, Thursday for the issue of Thursday **15 June 2023**
- **15 June**, Thursday for the issue of Friday **23 June 2023**
- **23 June**, Friday for the issue of Friday **30 June 2023**
- **30 June**, Friday for the issue of Friday **07 July 2023**
- **07 July**, Friday for the issue of Friday **14 July 2023**
- **14 July**, Friday for the issue of Friday **21 July 2023**
- **21 July**, Friday for the issue of Friday **28 July 2023**
- **28 July**, Friday for the issue of Friday **04 August 2023**
- **03 August**, Thursday for the issue of Friday **11 August 2023**
- **11 August**, Friday for the issue of Friday **18 August 2023**
- **18 August**, Friday for the issue of Friday **25 August 2023**
- **25 August**, Friday for the issue of Friday **01 September 2023**
- **01 September**, Friday for the issue of Friday **08 September 2023**
- **08 September**, Friday for the issue of Friday **15 September 2023**
- **15 September**, Friday for the issue of Friday **22 September 2023**
- **21 September**, Thursday for the issue of Friday **29 September 2023**
- **29 September**, Friday for the issue of Friday **06 October 2023**
- **06 October**, Friday for the issue of Friday **13 October 2023**
- **13 October**, Friday for the issue of Friday **20 October 2023**
- **20 October**, Friday for the issue of Friday **27 October 2023**
- **27 October**, Friday for the issue of Friday **03 November 2023**
- **03 November**, Friday for the issue of Friday **10 November 2023**
- **10 November**, Friday for the issue of Friday **17 November 2023**
- **17 November**, Friday for the issue of Friday **24 November 2023**
- **24 November**, Friday for the issue of Friday **01 December 2023**
- **01 December**, Friday for the issue of Friday **08 December 2023**
- **08 December**, Friday for the issue of Friday **15 December 2023**
- **15 December**, Friday for the issue of Friday **22 December 2023**
- **20 December**, Wednesday for the issue of Friday **29 December 2023**

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.gpwonline.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.gpwnonline.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 EMPLOYMENT AND LABOUR

NO. R. 3415

19 May 2023

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
(BCCEI): EXEMPTIONS COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 2123 published in Government Gazette 46423 of 27 May 2022 from the date of publication of this notice.


MR T W NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/05/2023


UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKUHOXISWA KWESIVUMELWANO SIKAHULUMENI

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO:
ISIVUMELWANO SOKUKHULULWA**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esinguNombolo R.2123 somhlaka 27 kuNhlabha 2022, kusukela ngosuku lokushicilelwa kwalesiSaziso.


MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/05/2023

DEPARTMENT OF EMPLOYMENT AND LABOUR

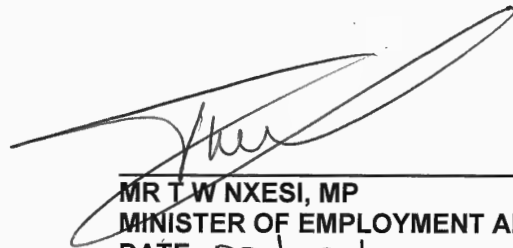
NO. R. 3416

19 May 2023

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE MEAT TRADE, GAUTENG:
EXTENSION OF AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO
NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, 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 **Bargaining Council for the Meat Trade, Gauteng**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and for the period ending 30 June 2023.



MR T W NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/03/2023

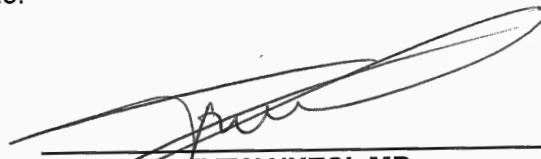
UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R.

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UMTHETHO WOBUDLELWENO KWEZABASEBENZI KA-1995**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
BEMBONI YOKUHWEBA NGENYAMA:****UKWELULWA KWESIVUMELWANO ESICHIBIYELAYO ESIYINGQIKITHI
SABAQASHI NABASEBENZI, SELULELWA KULABO ABANGEYONA
INGXENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, 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 Yokuhweba ngeNyama**, 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 isikhathi esiphela mhlaka 30 kuNhlangulana 2023.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/05/2023

SCHEDULE
BARGAINING COUNCIL FOR THE MEAT TRADE GAUTENG
COLLECTIVE AGREEMENT

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

Meat Traders Association Gauteng

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

Meat and Allied Workers Union

Gauteng Meat Traders Employees' Union

(hereinafter referred to as the "employees" or the "trade unions") of the other part,
being the parties to the Bargaining Council for the Meat Trade Gauteng to amend the agreement published under Government Notice R643 of 07 July 2017.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Meat Trade in the following Magisterial Districts:
Alberton, Boksburg, Brakpan, Germiston, Kempton Park, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, Westonaria and the area within a 25 km radius of Church Square, Pretoria -
 - (a) by all employers who are members of the employers' organization and by all
 - (b) employees who are members of the trade unions, and who are engaged or employed in the Meat Trade.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.
- (3) The provisions of clauses 1(1)(a) and (b), and 1A of this Agreement shall not be binding on non-parties.

1A. PERIOD OF OPERATION

This Agreement shall come into operation on such a date fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, as amended, and shall remain in force until 30 June 2023.

2. CLAUSE 3: REMUNERATION

Substitute the following for clause 3:

"3. REMUNERATION

- "(1) As from the date of coming into operation of this Agreement, no employer shall pay and no employee shall accept wages lower than the following: -

	Per month
Admin/Office Assistant	7938.96
Cashier	5278.24
Butchery Assistant	5278.24
Shop Assistant	5069.10
Manager	13037.72
Master meat cutting technician, grade IA.....	12060.60
Meat cutting technician, grade IB.....	10503.16
Meat cutting technician, II	6347.58
Driver	5407.20
Security Officer	5407.20
Area Manager	21219.34

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

3. CLAUSE 23: SICK BENEFIT FUND

(4) Substitute the schedule in clause 23 with the following schedule:

"SCHEDULE"

	Medical	Hospital	Total
MEMBERSHIP CATEGORY			
SINGLE MEMBER	R 540.00	R 2256.00	R 2796.00
MEMBER + 1 ADULT DEPENDANT	R 775.00	R 3978.00	R 4753.00
MEMBER + 1 CHILD DEPENDANT	R 775.00	R 3000.00	R 3775.00
MEMBER + 1 ADULT + 1 CHILD DEPENDANT	R 800.00	R 4722.00	R 5522.00
MEMBER + 2 CHILD DEPENDANTS	R 800.00	R 3744.00	R 4544.00
MEMBER + 1 ADULT + 2 CHILD DEPENDANTS	R 825.00	R 5466.00	R 6291.00
MEMBER + 3 CHILD DEPENDANTS	R 825.00	R 3744.00	R 4569.00
MEMBER + 1 ADULT + 3 CHILD DEPENDANTS	R 860.00	R 5466.00	R 6326.00
SINGLE PENSIONER	R 500.00	R 2256.00	R 2756.00
PENSIONER + 1 ADULT DEPENDANT	R 740.00	R 3978.00	R 4718.00
PENSIONER + MORE THAN 1 DEPENDANT	on request		

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS 24TH DAY OF NOVEMBER 2022.



EMP BIELOVICH

Chairman of the Council



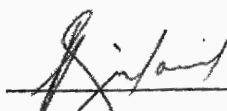
GS KOK

Vice Chairman of the Council



C VAN RENSBURG

Secretary of the Council



EMP BIELOVICH

Chairman of the Meat Traders
Association (Gauteng)



JOHN MATLALA

Secretary of the Meat and Allied
Workers Union



GS KOK

Secretary of the Gauteng Meat
Traders Employees Union

DEPARTMENT OF EMPLOYMENT AND LABOUR

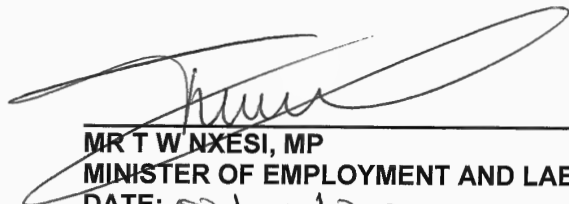
NO. R. 3417

19 May 2023

LABOUR RELATIONS ACT, 1995

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

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the Exemptions Consolidated 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 Exemptions Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the date of publication of this notice and for the period ending 31 August 2026.

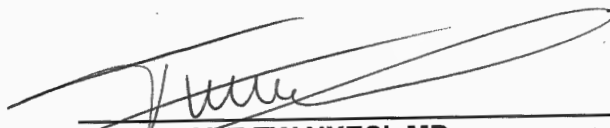


MR T W NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/05/2023

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

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO ESIHLANGANISAYO SOKUKHULULWA, SELULELWA KULABO ABANGEYONA INGXYENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba-32(2) sifundwa nesigaba 32(8) 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 ngosuku lokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuNcwaba 2026.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/05/2023

SCHEDULE**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY
EXEMPTIONS 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 employer organisations and the members of the trade unions after the conclusion of 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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LV \$ R. Masoko

1. Application and interpretation of the Agreement**1.1. Application 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, the BCCEI established an Independent Exemptions Committee and an Independent Appeal Board to deal with applications for exemptions from the provisions of the BCCEI's Collective Agreements and any appeals against a decision of the Independent Exemptions Committee.****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 Honourable Minister of Employment and Labour, in terms of Section 32 of the Labour Relations Act, 66 of 1995, from a date determined by the Honourable Minister of Employment and Labour.****1.2.2 This agreement shall remain in force until 31 August 2026.**Handwritten signatures and initials, including 'LV', a stylized 'S', and 'H. Maseko'.

2. Definitions

Unless the contrary intention appears, any expression used in this agreement which is defined in the Labour Relations Act 66 of 1995 ("the Act"), shall have the same meaning as in the Act and any reference to an Act shall include any amendment to such Act.

Any reference to the singular shall include the plural and vice versa and any reference to any gender shall include the other gender and further unless inconsistent with the context:

'Affected parties' means the Applicant, Company involved, the employees and their trade union representatives and any party opposing the application.

'Act' means the Labour Relations Act 66 of 1995.

'BCCEI' means the Bargaining Council for the Civil Engineering Industry.

'CIRBF' means the Construction Industry Retirement Benefit Fund.

'Committee' means the Independent Exemptions Committee.

'Consultation' means a joint consensus seeking process.

'IAB' means the Independent Appeal Board.

'Office' means the BCCEI administration.

'Scheduled employee' means an employee whose task grade is reflected in the Wage and Task Grade Collective Agreement.

3. Introduction

- a) In terms of the Labour Relations Act, the BCCEI established a Committee to deal with applications for exemption from the provisions of the BCCEI's Collective Agreements.
- b) Applications shall be dealt with within 30 (thirty) calendar days of receipt of the completed application and all supporting documentation.
- c) Appeals in respect of decisions made with regards to exemption applications must be referred to the IAB for a final decision.
- d) Applications must be considered on the basis of this agreement in order to ensure consistency in the granting or refusing of exemption applications.

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- e) Reasons for granting or refusing an application shall be recorded and retained by the Office. These reasons must be supplied to affected parties on request. The Office will give consideration to motivated requests for such reasons from any other interested parties.
- f) The Committee and the IAB may at any time, after prior notification and after allowing the affected parties an opportunity to make representations, withdraw an exemption either wholly or in part, or amend the conditions under which the exemption was issued, or amend the conditions of employment and other matters regulated under the exemption. Nothing precludes the Committee and the IAB from considering any other submissions in its discretion.
- g) Time limits:
 - i. An application for exemption from an existing provision of a Collective Agreement must be lodged with the BCCEI not less 3 (three) months prior to the date of intended implementation of the requested exemption.
 - ii. An exemption application relating to the payment of the Year-End Bonus, must reach the BCCEI by no later than 15 September of the year in question.
 - iii. An application for exemption from any newly published clause of a collective agreement must be lodged with the BCCEI within 30 (thirty) calendar days of the date of publication of the new clause.
 - iv. The Committee and IAB may however, on detailed and good cause shown by the applicant, condone a late application for exemption. An applicant for condonation of its late application for exemption, must provide proof to the Committee and/or IAB that the application has been served on the employees' representative trade union, and in the absence of a representative trade union, on the employees' elected representatives and if the employees do not have elected representatives, on the employees themselves.

LV  F. Masaka

4. Exemptions - Fundamental Principles

These fundamental principles are supplemented by the requirements set out below for specific types of applications.

The BCCEI hereby establishes a Committee, constituted of persons independent of the BCCEI, to consider all applications for exemption from the provisions of the BCCEI Collective Agreements.

The BCCEI further establishes an IAB in terms of section 32 (3)(e) of the Act to consider and decide any appeal from a decision of the Committee.

The following fundamental principles are to be observed in considering and deciding upon, an application for exemption:

- a) Retrospective applications - Applications for exemption must, in principle, not be granted retrospectively prior to the date of the application.
- b) An urgent application may be faxed, e-mailed or hand delivered to the Office. Such an application must contain an explanation as to why the application is made as a matter of urgency. If the Committee or IAB is satisfied that the application is urgent, the Committee or IAB must (i) consider the application; (ii) make a decision; (iii) communicate the decision to the affected parties.
- c) Prescribed forms: All applications must be on affidavit, and on the prescribed application forms (obtainable from the Office or the BCCEI website) which, together with supporting documentation, must be sent to the BCCEI for consideration.
- d) The Committee and IAB shall take into consideration all relevant factors, which may include, but shall not be limited to the following criteria:
 - i. The applicant's past record (if applicable) of compliance with the provisions of the BCCEI Collective Agreements;
 - ii. Previous exemptions granted;
 - iii. Any special circumstances that exist;

Page | 4

LV \$ HONASA

- iv. The interest of the industry as regards:
 - a) Unfair competition;
 - b) Collective bargaining;
 - c) Potential for labour unrest;
 - d) Increased employment,
 - v. The interest of employees as regards:
 - a) Exploitation;
 - b) Job preservation;
 - c) Sound conditions of employment;
 - d) Possible financial benefits;
 - e) Health and safety;
 - f) Infringement of basic rights.
 - vi. The interest of the employer as regards to:
 - a) Financial stability;
 - b) Impact on productivity;
 - c) Future relationship with employees and trade unions;
 - d) Operational requirements.
- e) The employer must consult with the workforce - In respect of unionised employees, their trade union representative/s must be consulted and in the case of non-unionised employees, their elected representative/s must be consulted. In the event that employees do not have an elected representative, the employees themselves must be consulted.
- i. Any objections to the application raised by any of the employees or their representative/s must be accurately and fully recorded in a document which must accompany the application.
 - ii. The employer's position in response to the above objections (if any) must also accompany the application.
 - iii. The applicant must provide proof of service of the application on the employees' trade union representative, and in the absence of a recognised trade union, on the employees' elected representative, and in the absence of an elected representative, on the employees

LV \$ H. Masoko

themselves. (Where an application contains copies of financials, the applicant would be required to provide proof that the employees or their representatives as stipulated in this sub-clause, were provided with an opportunity to view the financials as part of the consultation process).

- f) The Committee and IAB, in considering the application, must take into consideration the views expressed by the parties and other representations received in relation to that application by any other interested parties. The exemption must not contain terms that have an unreasonably detrimental effect on the fair, equitable and uniform application of the BCCEI Collective Agreements. An exemption may not be granted in respect of any issue which is covered by an arbitration award.
- g) An affected party or parties shall have the right to appeal, in writing, against a decision of the Committee, within 30 (thirty) calendar days of having been notified or becoming aware of the Committee's decision and reasons therefore. The notice of appeal must set out the grounds on which the appeal is based.

5. Exemptions – Remuneration and Benefits

- a) Further to the provision of clause 4 above the following provisions will also be applicable to remuneration and benefits related exemptions.
- b) Remuneration and benefits exemptions may not be granted beyond the expiration of the Collective Agreement.
- c) Application for exemption from the clauses in the Collective Agreement relating to the payment of the minimum wages, year-end bonus, or any other remuneration and/or benefit/s will be dealt with after considering the following and providing clear evidence of financial difficulties as follows:
 - i. In the case of companies whose public interest score for the particular financial year was at least 100 or more, the company must submit,

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- Three Years (3) Audited Financial Statements (Income Statements, Statement of Financial Position, Cashflow Statements, Statements of Changes in Equity and Notes) that must be reviewed by;
- a) a registered auditor, or a member in good standing of a professional body that has been accredited in terms of section 33 of the Auditing Professions Act.
- ii. In the case of companies whose public interest score for the particular financial year was less than 100, Three Years (3) Financial Statements that must be independently reviewed by;
 - a) A person contemplated in paragraph (a) above or;
 - b) a person who qualified to be appointed as an accounting officer of a close corporation in terms of section 60(1), (2) and (4) of the Close Corporations Act.
 - ii. The independent review must not be carried out by a person who was involved in the preparation of the said financial statements;
 - iii. Management Accounts (Income Statements, Statement of Financial Position, Cashflow Statements, Statements of Changes in Equity and Notes) must be included covering the period (to one month prior to date of application) not covered by the audited or independently reviewed financial statements;
 - iv. A detailed explanation of the difficulties being faced by the company and why they should be addressed by means of an exemption as opposed to any other alternative;
 - v. In case of an application for exemption from payment of minimum wages, a business plan which includes a timetable setting out how and when the applicant expects to 'catch-up' with the minimum wage rate of the industry;
 - vi. A detailed explanation (breakdown) of the cost / financial value of the intended exemption.
 - vii. For a detailed calculation of public interest, refer to Regulation 26 (2) of the Companies Act.

lv \$ R. Asoka

Exemption will only be given in respect of all employees in order to avoid selective membership to the possible disadvantage of the CIRBF.

- e) Where the majority of affected employees are members of a trade union which is a signatory to the CIRBF Collective Agreement, the trade union must support the application.
- f) The exemption can be withdrawn by the Committee or IAB should circumstances warrant it.
- g) Benefits may not be reduced without a fresh exemption application to this effect being made and granted.
- h) The application is to be submitted by the Office to the CIRBF Fund Administrators for comparison. The Committee or IAB may approach an independent actuary to evaluate a complex application if and when required.

7. Exemptions from payment of interest

- a) Applications for exemption from payment of interest levied on payment of fund contributions which are in arrears must be submitted to the BCCEI for consideration by the Committee or IAB.
- b) Applications must be accompanied by the reasons as to why the payments of funds are in arrears.

8. General

- a) The Committee or IAB may consult an expert(s) when considering applications, or invite oral motivations.
- b) The Office must notify the applicant of the decision of the Committee or IAB within 14 (fourteen) calendar days of the last date of the meeting of the Committee or IAB. Reasons for the decision must be provided, within 14 (fourteen) calendar days from date of receipt of a written request from an affected party or the Office.

lv \$ *R. Maseko*

- c) If the application is granted, the Office shall issue an exemptions licence signed by the General Secretary or a person designated by him/her, containing the following:
 - i. The name of the applicant(s);
 - ii. The clause/s of the agreement from which exemption is granted;
 - iii. The period for which the exemption shall operate;
 - iv. The date issued;
 - v. The condition(s) of the exemption granted.
- d) The Office shall:
 - i. Retain a copy of the licence;
 - ii. Forward the licence to the applicant.
- e) The applicant to whom a licence has been issued shall at all times have the licence available for inspection at their establishment/s or site/s.

9. Composition of the Committee and IAB

- a) The BCCEI must appoint members to the Committee and IAB on such terms and conditions they deem fit.
- b) The Committee and IAB will comprise of at least 3 (three) permanent members and one alternative. A minimum of 2 (two) persons will constitute a quorum.
- c) The Committee and IAB members hold office until:
 - i. They resign on 3 (three) months' written notice to the BCCEI;
 - ii. Or the BCCEI resolves to terminate their appointment.

10. Chairperson of the Committee and IAB

- a) The Committee and IAB shall elect one of the permanent members as chairperson at each meeting.

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11. Conduct of members of the Committee and IAB

- a) Members of the Committee and IAB must be independent and impartial and perform the functions of office in good faith, and
- b) Members of the Committee and IAB must recuse themselves from any hearing, should they have a direct financial interest or any other conflict of interest in the subject matter of the application.

12. Quorum

- a) 2 (Two) members of the Committee or IAB form a quorum for any meeting.
- b) If 2 (two) members are present at a meeting and they cannot reach consensus on any issue to be determined, the application must be postponed to a further meeting of the Committee or IAB, any further discussion regarding this application can only take place once the meeting is attended by 3 (three) Committee or IAB members.
- c) If an application to lead oral evidence or to present oral submissions is granted, the application must be heard by a meeting attended by 2 (two) or more members of the Committee or IAB.

13. Decisions of the Committee and IAB

- a) A decision agreed and confirmed in writing by 2 (two) members is as valid as a decision adopted at a duly convened meeting of the Committee or IAB.
- b) The Office shall keep a record of the decisions.

14. Meetings of the Committee and IAB

- a) Unless otherwise provided for in this agreement, the Committee or IAB must determine the date and time for meetings.

LV \$ R. Maseko

- a) The Committee and IAB must meet at least once a month, unless there are no applications to be considered, or when requested to do so by the General Secretary or his/her designate. The meeting of the Committee or IAB must be determined in consultation with the Office.
- b) If a meeting does not finalise an application, the application may be postponed to a date and time determined by the Committee or IAB where applicable.

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3418

19 May 2023

LABOUR RELATIONS ACT, 1995

VARIATION OF SCOPE OF THE BARGAINING COUNCIL FOR THE FISHING INDUSTRY

I, **Lehlohonolo Daniel Molefe**, Registrar of Labour Relations, hereby, in terms of section 58(1) of the Labour Relations Act, 1995, give notice in terms of section 109 that, following an application by the above-mentioned Council, its scope has been varied as contained in the Annexure hereto.



REGISTRAR OF LABOUR RELATIONS

ANNEXURE

The scope of registration of the above-mentioned bargaining council has, in terms of section 58(1) of the Act been varied. With effect from 02 May 2023..... the bargaining council is registered for the Bargaining Council for the Fishing Industry, as defined hereunder, in the Republic of South Africa.

For the purpose hereof –

“**Fishing Industry**” means the Industry in which employers and employees are associated for the purposes of legally exploiting in respect of Marine Living Resources Act, No. 18 of 1998, any form of marine living resource by searching, catching, taking of harvesting, farming, growing, the procuring and processing of

fish, for financial gain, by Deep-Sea Bottom Trawling and In-Shore Bottom Trawling.

“Deep-Sea Bottom Trawling” means the fishing operations at sea in which the employers and their employees are associated for the purpose of Deep-Sea Bottom Trawling by way of a net for fin fish species outside a five nautical mile perimeter west of twenty degrees east longitude and outside the hundred-and ten meters isobaths east of twenty degree east longitude.

“In-Shore Bottom Trawling” means the fishing operations at sea in which the employers and their employees are associated for the purpose of Bottom Trawling within the hundred-and-ten meters isobaths.

“Processing of Fish” for the purposes of this definition means the activities undertaken on any vehicle or vessel at sea, where any substance or article is produced from any form of marine living resources by any method, including but not limited to the work of cutting up, dismembering, separating parts of, cleaning, sorting, lining and preserving thereof or where any form of marine living resources are packed, dried, gutted, salted, iced, chilled, frozen or otherwise processed for sale.



REGISTRAR OF LABOUR RELATIONS

DATE: 02 May 2023

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3419

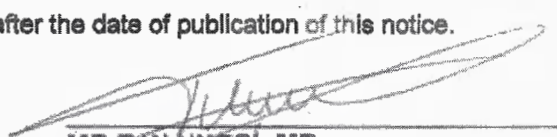
19 May 2023

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

CANCELLATION OF GOVERNMENT NOTICES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R. 260 of 24 March 2017, No. R. 389 of 30 April 2021 and No. R 2985 of 30 January 2023 from the second Monday after the date of publication of this notice.


MR T W NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/05/2023

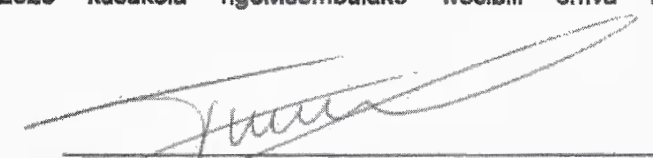
UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI EMBONINI KAGESI ENINGIZUMU AFRIKA:

UKWESULWA KWESAZISO SIKAHULUMENI

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe WezeMisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iZaziso zikaHulumeni ezingunombolo R. 260 somhlaka 24 kuNdasa 2017, R. 389 somhlaka 30 kuMbasa 2021 kanye nesingunombolo R. 2985 somhlaka 30 kuMasingana 2023 kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesisaziso.


MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/05/2023

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3420

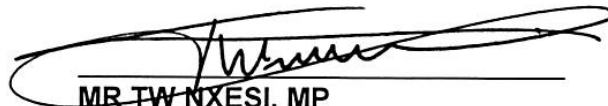
19 May 2023

I, Mr Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereby: issue this statement to correct an error made in the General Notice gazetted on Government Gazette Notice No. 11536 of 2023 which was published in Gazette No. 47970 on 31 January 2023.

The Notice stated that "MAJOR HAZARD INSTALLATION REGULATIONS 20XX", on page 4.

The correct statement should read as follows: "MAJOR HAZARD INSTALLATION REGULATIONS, 2022".

Furthermore, the Department of Employment and Labour seeks to advise that the MAJOR HAZARD INSTALLATION REGULATIONS, 2022, came into force on the 31 January 2023.



MR. TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 28/02/2023

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3421

19 May 2023

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

CANCELLATION OF GOVERNMENT NOTICES

I, **THEMBELANI WATERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R. 222 and R. 223 of 28 February 2020 as well as R. 3025 of 10 February 2023 from the second Monday after the date of publication of the new Collective Bargaining Levy Agreement.



MR T.W. NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/05/2023

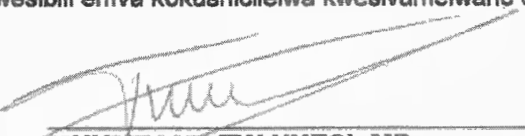
UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:

UKWESULWA KWEZAZISO ZIKAHULUMENI

Mina, **THEMBELANI WATERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iZaziso zikaHulumeni ezingunombolo R. 222 kanye no R. 223 zomhlaka 28 kuNhlolanja kanye nesingunombolo R.3025 somhlaka 10 kuNhlolanja 2023 kusukela ngoMsombuluko wesibili emva kokushicilelwa kwesivumelwano esisha.



MNUMZANE T.W. NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/05/2023

DEPARTMENT OF EMPLOYMENT AND LABOUR

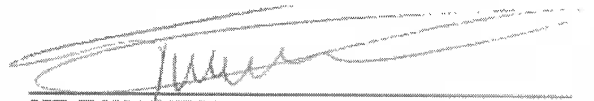
NO. R. 3422

19 May 2023

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE COLLECTIVE BARGAINING LEVY AGREEMENT

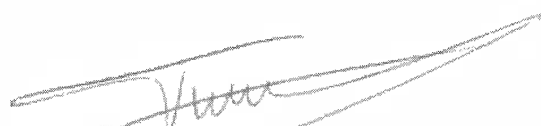
I, THEMBELANI WATERMADE NXESI, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Electrical Industry of South 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 the agreement and for a period of three (3) years.



MR T W NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/05/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI****KWABAQASHI NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:****UKWELULWA KWESIVUMELWANO SENTELA SABAQASHI NABASEBENZI****SELULELWA KULABO ABANGEYONA INGXEYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini kaGesi eNingizimu Afrika, 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 emva kweminyaka emithathu (3).



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/05/2023

SCHEDULE**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY
OF SOUTH AFRICA****COLLECTIVE BARGAINING LEVY AGREEMENT**

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

Electrical Contractors' Association (South Africa)

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

South African Equity Workers' Association,

(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the National Bargaining Council for the Electrical Industry of
South Africa.

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1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed –
 - (a) by all employers and employees in the Electrical Industry who are members of the employers' organisation and trade union, respectively, who are engaged or employed in the Industry.
 - (b) throughout the whole of the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometres from the General Post Office, Kimberley.
- (2) The terms of this Agreement shall apply to apprentices and learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any conditions prescribed, or any notices served in terms thereof.
- (3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.
- (4) The following categories are also excluded:
 - (i) Working employers
 - (ii) Administrative staff – Non-Electrical Workers
 - (iii) Managerial Employees

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date to be determined by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force for a period of 3 years from the date of publication.

3. TERMS AND CONDITIONS

A separate Collective Bargaining Levy Agreement is hereby agreed to and the provisions of the Labour Relations Act, 1995 (Act 66 of 1995)(as amended)(hereinafter referred to as the Act), where applicable, shall apply to this Agreement. The object of this Agreement is to ensure that all employees and employers in the scope of the Council who receive the benefits of collective bargaining contribute towards its costs.

This agreement shall be subject to the respective parties being representative, as required by Section 25 of the Act, of employees or employers who are covered by the Main Collective Agreement of the National Bargaining Council for the Electrical Industry as verified by the Department of Labour from time to time. Accordingly, the

application of this agreement to parties shall be subject to the party being representative.

4. INDUSTRIAL ACTION

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

5. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995 shall have the same meaning as in that Act, and any reference in this Agreement to an Act shall include any amendments to such Act; further, and unless the context otherwise indicates –

“**Act**” means the Labour Relations Act, 1995; (as amended)

“**Tier**” means:

Tier 1	Tier 2	Tier 3
Areas that have the highest paying minimum wages for every category of employment.	Minimum wages are based on 90% of the published wage rates for Tier 1.	Minimum wages are based on 80 % of the published wage rates for Tier 1.

The areas falling under each Tier are attached to this Agreement as **ADDENDUM 1**.

Note: In the event of any municipal area being omitted from the above, the Council shall determine under which Tier such municipal area should be placed.

“**Council**” means the National Bargaining Council for the Electrical Industry of South Africa;

“**Region A**” means the Provinces of Gauteng, Limpopo, Mpumalanga, and North West Province.

“**Region A1**” means the Free State/Northern Cape Region incorporating the Provinces of the Free State and the Northern Cape; but excludes the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape.

“**Region B**” means the Eastern / Southern Cape Region incorporating the Province of the Eastern Cape and the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, and Uniondale in the Western Cape Province but excludes the Magisterial District of Umzimkulu in the Eastern Cape.

“Region C” means the Province of Kwazulu Natal and the Magisterial District of Umzimkulu in the Eastern Cape.

“Region D” means the Province of the Western Cape and the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape but excludes the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, Riversdale and Uniondale in the Western Cape.

6. COLLECTIVE BARGAINING LEVY

- (1) The purpose of the Collective Bargaining Levy is to subsidise the costs occasioned by collective bargaining on the parties to the Council including but not limited to consulting non-parties and mandate seeking, feedback to such parties, facilitation of collective bargaining and related activities to increase the representative capacity of bargaining units.
- (2) Subject to the provisions of this clause, a levy, to be known as a collective bargaining levy shall be deducted by employers from the wages of all employees who are employed in the Industry on scheduled activities covered by the National Bargaining Council for the Electrical Industry of South Africa's Agreements and who are not members of a trade union which is a party to the National Bargaining Council for the Electrical Industry of South Africa. The collective bargaining levy monies so deducted shall be paid to the Council monthly in the amount as specified below:
- (3) All scheduled employees shall pay a Collective Bargaining Levy of R19.61 from the date of publication of this Agreement.
This Collective Bargaining Levy will be adjusted from time to time when the Party Trade Union adjusts their subscriptions. The Collective Bargaining Levy will never exceed the Party Trade Union subscription in value.
- (4) For the purposes of this agreement, “representative employers’ organisation” means a registered employers’ organisation whose members employ the majority of the employees in the electrical industry in the scope of the Council and a “representative trade union” means a registered trade union whose members are the majority of all the employees that is a party to the Council.
- (5) The prescribed Collective Bargaining Levy shall be equivalent to or less than the amount of the prevailing membership fees payable by the employer members of the Electrical Contractors’ Association (South Africa) to the same association.
- (6) Every employer who is not a member of an employer’s organisation party to the National Bargaining Council for the Electrical Industry of South Africa (a non – party employer) who is engaged in the Industry as defined, shall pay a Collective

Bargaining Levy monthly to the Council of R12.90 per scheduled employee per week.

This Collective Bargaining Levy will be adjusted from time to time when the Party Employers Organisation adjusts their subscriptions. The Collective Bargaining Levy will never exceed the Employers Organisation labour levy.

- (7) The monies will be used to fund the costs of collective bargaining activities of the parties to the Council from time to time and to subsidise the cost of training for employers and employees in the electrical contracting industry.

The money received from the CBL collections shall be allocated to the Training Fund as set out below:

On publication of this Agreement the Training Fund Contribution will be R4.50 per employee per week or thereafter as amended by a resolution by the Parties for the life of this Agreement.

All employment categories will be eligible for subsidy from the Training Fund.

- (8) The National Finance Committee shall receive applications for the funding of such activities as contemplated in sub-clause (1) and submit recommendations to the National Council for approval.

The National Council will in session ratify any recommendations made by the National Finance Committee.

The funds will be paid to the applicant party providing the criteria for approved funding have been met.

- (9) The Council shall deposit all monies received in terms of the above into a separate bank account administered by the Council.

- (10) The Collective bargaining levy may not be used –

- (a) to pay an affiliate fee to a political party.
- (b) to make a contribution in cash or kind to a political party or a person standing for election to any political office.”
- (c) for any expenditure that does not advance or protect the socio – economic interests of employees.

- (11) Employees who are not members of the party trade union(s) are not compelled to become members of that trade union.

Employers who are not members of the party employer organisation(s) are not compelled to become members of that employers' organisation.

- (12) A conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.

- (13) The registered party trade union(s) and employers' organisation(s) will keep records and books according to the standards of generally accepted accounting practice, principles and procedures.
- (14) The registered party trade union(s) and employers' organisation(s) will provide information to the Registrar in terms of Section 25(1) and (2), Section 98 and Section 100 of the Labour Relations Act 66 of 1995 as amended.
- (15) If an employer or an employers' organisation or an employee or a trade union or any interested person or organisation alleges that the representative employers' organisation or the representative trade union is no longer a representative employers' organisation or representative trade union as envisaged in sub-clause 6(4) it must give the employers' organisation or trade union written notice of the allegation, and must allow the employers' organisation or trade union 90 days from the date of the notice to prove that it is a representative employers' organisation or a representative trade union.
- (16) If within the 90-day period, the representative employers' organisation or representative trade union fails to prove that it is a representative employers' organisation or a representative trade union, the employer or employers' organisation or employee or trade union or interested person or organisation making the allegation, must give the employers' organisation or trade union which claims to be representative, notice of its intention to request the Minister of Labour to withdraw the extension of this agreement to non-parties.
- (17) If the extension of this agreement to non-parties is withdrawn by the Minister of Employment and Labour for any reason, the provisions of sub-clause 6(10) shall apply until all the Collective Bargaining Levies due up until the date of withdrawal of this Agreement have been received and paid out in accordance with sub-clause 6(10).

7. PAYMENT OF THE COLLECTIVE BARGAINING LEVY

- (1) For the purposes of Clause 6 (7) above, a week shall constitute not less than three shifts actually worked during any one week from Monday to Friday (inclusive).
- (2) Every employer shall, by no later than the 15th day of each month, forward to the regional offices of the Council all contributions in respect of the preceding month in the manner prescribed by the Council from time to time.
- (3) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, by no later than the 15th day of each month, forward to the Council the levy return in respect of the preceding month and in the manner indicated therein.

8. EXEMPTIONS AND APPEALS

- (1) In terms of section 32 of the Act the Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason within 30 days from the date of receipt of such application.
- (2) All applications for exemption shall be in writing (on an application form provided by the Council) and shall be addressed to the Regional Manager of the Council in the relevant region for consideration by the Regional Exemptions Committee.
- (3) All applications for exemptions shall be substantiated, and such substantiation shall include the following details:
 - (a) The period for which the exemption is required,
 - (b) the Agreement and clauses or sub-clauses of the Agreement from which the exemption is required,
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included with the application.
- (4) The Regional Manager of the Council shall place the applications for exemption on the agenda of the next Regional Exemptions Committee meeting for consideration.
- (5) The Regional Manager shall provide the Regional Exemptions Committee with details of all the applications for exemption.
- (6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or objectors at its following meeting:
- (7) The Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (8) Once the Council has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (9) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.
- (10) Exemption criteria -

The Council shall consider all applications for exemption with reference to the following criteria:

- (a) The written and verbal substantiation provided by the applicant,
 - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted,
 - (c) the terms of the exemption,
 - (d) the infringement of basic conditions of employment rights,
 - (e) the fact that a competitive advantage may not be created by the exemption,
 - (f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparative bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability,
 - (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical industry,
 - (h) any existing special economic or other circumstances which warrant the granting of the exemption,
 - (i) reporting requirements by the applicant and monitoring and re-evaluation processes, and
 - (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
 - (k) Once a notice to attend arbitration proceedings has been issued, no employer or employee may make application for exemption from any provision of the collective agreement to which the arbitration notice relates.
 - (l) Any exemption applied for after the notice to attend arbitration has been issued shall not stay the arbitration proceedings. The arbitrator shall be requested to make an appropriate arbitration award.
- (11) In terms of section 32 of the Act, the Council hereby establishes an Independent Appeal body to hear and decide as soon as possible, but no later than 30 days after the appeal is lodged, against –
- (a) the Council's refusal of an application for exemption from the provisions contained in this Agreement,
 - (b) the withdrawal of such exemption by the Council.

Provided that such appeals are lodged with Council within 30 days from the date of receipt of the outcome of the exemption application.

- (12) The Secretary shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal body for a decision.
- (13) The Independent Appeal body shall consider all applications within 14 days of receipt with reference to the criteria set out in sub-clause (10) above and shall ensure that the applications are not in conflict with the primary objects of the Act.
- (14) The Independent Appeals Body may defer a decision to a subsequent meeting if additional motivation, information or verbal representations are considered necessary to decide the application for exemption.
- (15) The Independent Appeals Body shall issue a certificate within 14 days of the date of its decision to uphold the appeal and grant exemption. The certificate should specify the terms of the exemption and the reporting requirements by the applicant and the monitoring and re-valuation processes.
- (16) The Independent Appeals Body shall advise the applicant(s) within 10 working days of the date of its decision not to grant exemption or part of an exemption requested and shall provide a written reason or reasons for the decision not to grant exemption.

9. GENERAL RULES GOVERNING CONCILIATIONS AND ARBITRATIONS CONDUCTED UNDER THE AUSPICES OF THE COUNCIL

- (1) Notwithstanding the following procedures and rules, any omissions there from shall be dealt with in accordance with the Rules for the Conduct of Proceedings before the CCMA as amended from time to time.
- (2) **How to bring an application**
 - (a) This rule applies to any application for condonation, joinder, substitution, variation or recession, application in a jurisdictional dispute or any other preliminary application.
All applications must comply with Rule 31 of the CCMA rules.
- (3) **How to apply to vary or rescind arbitration awards or rulings**
 - (a) An application for the variation or rescission of an arbitration award or ruling must be made within 14 days of the date on which the applicant became aware of the arbitration award or ruling or became aware of a mistake common to the parties to the proceedings.
 - (b) A ruling made by a Council appointed conciliator or arbitrator which has the effect of a final order, will be regarded as a ruling for the purposes of this clause.

(4) Condonation for failure to comply with the rules

The Council or arbitrator or conciliator may condone any failure to comply with the time frames in this clause, on good cause shown.

10. RESOLUTION OF DISPUTES

(1) Procedure to enforce compliance with this agreement:

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

- (a) The appointed official of Council shall investigate the alleged breach.
- (b) If, upon completion of the investigation, the appointed official of Council has reason to believe that this agreement has been breached, the appointed person may endeavor to secure compliance with the agreement by any or all of the following means:
 - (i) Issue a compliance order requiring any person bound by the collective agreement to comply with the collective agreement within a specified period.
 - (ii) refer the matter to arbitration in terms of this agreement
 - (iii) a designated agent of Council shall have all the powers conferred to him in terms of section 33 read with section 33A and Schedule 10 of the Act.
- (c) Arbitration
 - (i) Upon referral of the unresolved dispute to arbitration, Council shall appoint an arbitrator from its panel to hear and determine the alleged breach of this agreement. The arbitrator shall be independent of the Council.
 - (ii) The Council shall decide the date, time, and venue of the arbitration hearing, but shall give the parties at least 21 days written notice of an arbitration hearing, unless the parties agree to a shorter period.
 - (iii) The Council shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of arbitration.
 - (iv) Any party who has a legal interest in the outcome of the arbitration shall have the right to –
 - give evidence
 - call witnesses
 - question the witnesses of the other party
 - address the concluding arguments with the arbitrator

- be represented by a legal practitioner or co-employee or any office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.

(d) The arbitrator shall have the following powers:

- (i) To determine whether there has been a breach of this agreement.
- (ii) To make any appropriate award that gives effect to the collective agreement and to ensure compliance therewith.
- (i) To conduct the arbitration in a manner and form that he considers appropriate in order to determine the dispute fairly and quickly but shall deal with the substantial merits of the dispute with the minimum of legal formalities. Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
- (iv) The appointed arbitrator may at any stage prior to or during the arbitration proceedings, suspend the arbitration proceedings and attempt to resolve the dispute through conciliation with the consent of all the parties to the dispute. If appropriate, the arbitrator may refer the dispute to another conciliator to be conciliated.
- (v) To adjourn the arbitration proceedings to a later date or to make an award in the absence of a party who is alleged to have breached the agreement, if -
 - such party fails to appear in person or to be represented at the arbitration proceedings, and *prima facie* evidence has been presented to the arbitrator that the party in question has failed to comply with this agreement. Provided that proof is presented that written notification has been forwarded to such party –
- (a) by registered mail or telegram to such party's last known address or an address chosen by that person to receive service and 21 days have lapsed since such notification has been mailed; or
- (b) by fax transmission or telexing to such party's last known fax number or telex number; or a fax or telefax number chosen by that person to receive service and 21 days have lapsed since such notification has been faxed; or
- (c) by hand delivery to such party's last known business or residential address; or an address chosen by that person to receive service and 21 days have lapsed since such notification has been hand delivered.
- (d) by emailing a copy of the document to the person's email or an email address chosen by that person to receive service.
- (e) a document may also be served -
 - (i) on a company or other body corporate by handing a copy to a responsible employee of the company or body at its

registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;

(ii) on an employer by handing a copy of that document to a responsible employee of the employer at the workplace where the employees involved in the dispute ordinarily work or worked;

(iii) on a trade union or employers' organisation by handing a copy of that document to a responsible employee or official at the main office of the union or employers' organisation or its office in the magisterial district in which the dispute arose;

(iv) on a partnership, firm or association by handing a copy of that document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or chairman or secretary of the managing or other controlling body of the association, as the case may be;

(v) on a municipality, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;

(vi) on a statutory body, by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body or

(vii) on the state or a province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.

(f) if no person identified in (e)(i) to e(vii) above is willing to accept service, service may be effected by affixing a copy of the document to -

(i) the main door of the premises concerned; or

(ii) if this is not accessible, a post box or other place to which the public has access.

(vi) The arbitrator conducting arbitration in terms of this sub-clause has the powers of a Commissioner in terms of section 33A, section 142 and section 138 of the Act, read with the changes required by the context.

(vii) The appointed arbitrator shall have the power to vary, rescind or amend any arbitration award issued by him or by any arbitrator on application by any affected party or on his own accord within 14 days of the date on which the applicant became aware of the arbitration award or ruling or a mistake common to the parties to the proceedings and without limiting the generality hereof shall have this power if -

- the award was erroneously sought or erroneously made in the absence of any party affected by the award.

- the award is ambiguous or contains an obvious error or omission, but only to the extent of that ambiguity, error or omission
 - the award was granted as a result of a mistake common to the parties to the proceedings.
- (e) Any award made by the arbitrator, shall be served on all interested parties by the Council and must be made within 14 days after the expiry of the arbitration proceedings.
- (f) The Council may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.
- (g) The Council may apply for a writ of execution to enforce the order of court made in terms of section 143(1) of the Act.
- (h) The provisions of this procedure shall apply in addition to any other legal remedy which the Council may apply to enforce a collective agreement. In the event that the Council has to instruct a debt collecting agency or a legal practitioner to collect and or to litigate in respect of any amount due to it by the defaulter in terms of any arbitration award, the defaulter will also be liable in terms of this clause for payment of any commission and any other litigation costs incurred in the enforcement and collection thereof."
- (i) If the arbitrator finds that any party to the dispute has failed to comply with a provision of Council's collective agreements which are binding on that party, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with Section 29 (2) of Schedule 7 of the Act, read with Section 33A of the Act. An arbitrator shall also include in an order, any interest that is due in terms of clause 29 of the Council's main collective agreement and an arbitration fee of R500, 00.
- (j) Notwithstanding the provisions of this clause, the Council may utilise section 33A, section 142 and Schedule 10 of the Act to monitor and enforce compliance with its collective agreements.
- (k) Despite the provisions of this clause, a Council agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with any provision of this agreement if –
- (i) That amount has been payable by the employer to the employee for longer than 12 months before the date on which a complaint was made to the Council by or on behalf of that employee or, if no complaint was made, the date on which a Council agent first endeavored to secure compliance.

- (ii) Despite the aforesaid, if the non-compliance relates to unpaid Pension and or Provident Fund contributions, the Council must issue a compliance order to secure compliance.

11. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Every provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

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ADDENDUM 1

“Tier 1” means Areas that have the highest paying minimum wages for every category of employment.

“Tier 2” means Minimum wages are based on 90% of the published wage rates for Tier 1.

“Tier 3” means Minimum wages are based on 80% of the published wage rates for Tier 1.

In the event of any Municipal area being omitted from any Tier, the Council shall determine under which Tier such area should be placed, within 30 calendar days of being notified of such omission.

Province	Metropolitan/District Municipality	Local Municipality	Tier 1
			100%
GAUTENG	City of Ekurhuleni Metropolitan Municipality		Alberton, Bakerton, Bedfordview, Benoni, Birchleigh, Boksburg, Brakpan, Clayville, Daveyton, Dunnottar, Edenpark, Edenvale, Geduld, Germiston, Katlehong, Kempton Park, Kwa-Thema, Machenzieville, Nigel, Olifantsfontein, Springs, Spruitview, Reiger Park, Tembisa, Tokoza, Tsakane, Vosloorus, Vorsterkroon
	City of Johannesburg Metropolitan Municipality		Alexandra, Chiawelo, Diepkloof, Diepsloot, Eldoradopark, Ennerdale, Evans Park, Johannesburg, Johannesburg South, Kwaxuma, Lawley, Lenasia, Lenasia South, Meadowlands East, Meadowlands West, Midrand, Moroka, Newlands, Orange Farm, Orange Grove, Orlando East, Pimville, Randburg, Roodepoort, Sandton, Soweto, Weldevredenpark
	City of Tshwane Metropolitan Municipality		Akasia, Atteridgeville, Bronkhorstspuit, Centurion, Cullinan, Ekangala, Ga-Rankuwa, Garsfontein, Hammanskraal, Irene, Kudube, Mabopane, Mamelodi, Pretoria, Pretoria Central, Pretoria East, Pretoria North, Pretoria West, Rayton, Refilwe, Roodeplaat, Soshanguve, Temba, Winterveldt, Wonderboom
	Sedibeng District Municipality		De Deur/Walkerville, Devon, Eikenhof, Evaton, Heidelberg, Meyerton, Nigel, Sebokeng, Vaal Marina, Vaal Oewer, Vanderbijlpark, Vereeniging, Vischkuil
		Emfuleni Local Municipality	Evaton, Sebokeng, Vaal Oewer, Vanderbijlpark, Vereeniging
		Lesedi Local Municipality	Devon, Heidelberg, Nigel, Vischkuil
		Midvaal Local Municipality	De Deur/Walkerville, Eikenhof, Meyerton,

	West Rand District Municipality		Vaal Marina
			Blyvooruitsig, Carletonville, Fochville, Krugersdorp, Magaliesburg, Muldersdrift, Randfontein, Wedela, Westonaria
		Merafong City Local Municipality	Carletonville, Fochville, Wedela
		Mogale City Local Municipality	Hekpoort, Kagiso, Krugersdorp, Magaliesburg, Muldersdrift
		Rand West City Local Municipality	Randfontein, Westonaria
KWAZULU NATAL	eThekweni	EtheKwini	Amalanga, Amanzimtoti, Amaotana, Berea, Blackburn, Bluff, Cato Ridge, Cele/Vumengazi, Chatsworth, Cibane, Clermont, Clifton Canyon, Craigieburn, Dassenhoek, Desainager, Durban, Durban International Airport, Durban North, Durban South, Emalangen, Embo/Nksa Isimahla, Emona, EtheKwini, Everton, Ezembeni, Folweni, Gcumisa, Genazzano, Gillitts, Glenashley, Golokodo-Ensimbini, Hambanathi, Hammarsdale, Hillcrest, Ilanga, Ilfracombe, Illovo North, Illovo South, Inanda, Inchanga, Iqadi, Isipingo, Isipingo Beach, Kingsburgh, Klaarwater, Kloof, KwaDabeka, KwaMashu, KwaNdengezi, La Mercy, Lotus Park, Luganda, Luthuli/Umnini Trust, Magabeni, Malagazi, Mangangeni/Vumazonke, Maphephetha, Mariannhill, Mawotana, Mawothi, Molweni, Mount Edgecombe, Mount Moreland, Mpolo, Mpumalanga, New Germany, Newlands East, Newlands West, Ngqolosi, Ngqungqulu, Ntuzuma, Oceans, Outer West Durban, Phoenix, Pinetown, Prospecton, Qadi, QiniSelani Manyuswa, Queensburgh, Redcliffe, Roseneath, Sapref, Shallcross, Sobonakhona, Thoyana, Tongaat, Tongaat Beach, Tshelimnyama, Umgogintwini Umbumbulu, Umdloti, Umgababa, Umhlanga, Umkomaas, Umlazi, Verulam, Waterfall, Westbrook, Westville, Ximba
	Ilembe District	Kwadukuza	Dolphin Coast/Ballito, KwaDukuza, Nkwazi/Zinkwazi Beach
		Ndwedwe	Ndwedwe
		Maphumulo	Maphumulo
	uMgungundlovu District	Mandeni	Isithebe, Mandeni
		Mkambathini	Camperdown
		Msunduzi	Ashburton, Pietermaritzburg

		Richmond uMngeni uMshwathi Impendle	Richmond Hilton, Howick Cool air, Dalton, New Hannover, Wartburg
		Mpofana	
	Amajuba District	Dannhauser eMadlangeni Newcastle	
	Harry Gwala District	Dr Nkosazana Dlamini Zuma Greater Kokstad Ubuhlebezwe Umzimkulu	
	King Cetshwayo District	City of Umhlathuze Mthonjaneni Nkandla uMfolozi uMlalazi	
	Ugu District	Ray Nkonyeni Umdoni Umuziwabantu Umzambe	
	uMkhanyakude District	Big 5 Hlabisa Jozini Mtubatuba uMhlabyalingana	
	uMzinyathi District	Endumeni Nquthu uMsinga Umvoti	Greytown, Kranskop
	uThukela District	Alfred Duma Inkosi Langalibalele Okhahlamba	
	Zululand District	AbuQulusi eDumbe Nongoma Ulundi uPhongolo	
MPUMALANGA	Nkangala District Municipality	Victor Khanye Local Municipality	Ackerville, Delmas, Eloff, Kendal, Sundra

		Thembisile Hani Local Municipality	
WESTERN CAPE	City of Cape Town Metropolitan Municipality	City of Cape Town Metropolitan Municipality	Athlone, Atlantis, Belhar, Belville, Blackheath, Blouberg, Blouberggrant, Blue Downs, Brackenfell, Camps Bay, Cape Point, Cape Town, Claremont, Constantia, Delft, Durbanville, Edgemoed, Elsies Rivier, Eppindust, Fairways, Fish Hoek, Goodwood, Grasy Park, Guguletu, Hout Bay, Kayalitsha, Kalk Bay, Kommetjie, Kraaifontein, Kuils River, Langa, Macassar, Matroosfontein, Melkbosstrand, Milnerton, Mitchell's Plain, Muizenburg, Noordhoek, Nyanga, Ottery, Parow, Philadelphia, Phillippi, Platteklouf, Robben Island, Scarborough, Simon's Town, Sir Loury's Pass, Southern Suburbs, Table View, Welgemoed, Wetton, Woodstock, Wynberg

Province	Metropolitan/District Municipality	Local Municipality	Tier 2
			90%
EASTERN CAPE	Sarah Baartman	Kouga	Cape St. Francis Humansdorp, Jeffreys Bay, Oyster Bay, St Francis Bay, Thornhill
	Nelson Mandela Bay Metropolitan Municipality		Bethelsdorp, Bloemendal, Blue Horizon Bay, Caredon, Despatch, KwaNobuhle, Motherwell, Gqeberha (Port Elizabeth), Summerstrand, Swartkops, Uitenhage, Beacon Bay
	Buffalo City Metropolitan Municipality	Sundays River Valley	Berlin, Bisho, Breidbach, Macleantown, Gonubie, Dimbaza, East London, Kidd's Beach, King William's Town, Mdantsane, Phakamisa, Potsdam, Swelitsha
FREE STATE	Mangaung Metropolitan Municipality		Bloemfontein, Botshabelo, Dewetsdorp, Mangaung, Soutpan, Thaba Nchu, Van Stadensrus, Wepener
	Fezile Dabi District Municipality	Metsimaholo Local Municipality	Deneysville, Kragbron, Oranjeville, Sasolburg
	Lejweleputswa District Municipality	Masilonyana Local Municipality	Brandfort, Soutpan, Theunissen, Verkeerdevelei, Winburg
		Matjhabeng Local Municipality	Allanridge, Hennenman, Odendaalsrus, Ventersburg, Virginia, Welkom
		Nala Local Municipality	Bothaville, Wesselsbron
KWAZULU NATAL	uMgungundlovu District	Impendle	Impendle
		Mpofana	Mooi River
	Amajuba District	Dannhauser eMadlangeni	Dannhauser, Hattingspruit Utrecht

		Newcastle	Charlestown, Newcastle
	Harry Gwala District	Dr Nkosazana Dlamini Zuma Greater Kokstad	Creighton, Himeville, Underberg Kokstad
		Ubuhlebezwe Umzimkulu	Ixopo uMzimkhulu
	King Cetshwayo District	City of Umhlathuze Mthonjaneni Nkandla uMfolozi uMlalazi	Empangeni, Richards Bay Melmoth, Ntambanana Nkandla KwaMbonambi Eshowe, KwaGingindlovu, Mtunzini
	Ugu District	Ray Nkonyeni Umdoni Umuziwabantu Umzumbe	Eshowe, KwaGingindlovu, Mtunzini Pennington, Scottburgh/Umzinto North Harding Umzumbe
	uMkhanyakude District	Big 5 Hlabisa Jozini Mtubatuba uMhlabyalingana	Hlabisa, Hluhluwe Ingwavuma, Jozini, Mkuze Mtubatuba, St Lucia Mbazwana
	uMzinyathi District	Endumeni Nquthu uMsinga	Dundee, Glencoe Nquthu Pomeroy
	uThukela District	Alfred Duma Inkosi Langalibalele Okhahlamba	Colenso, Ladysmith, Van Reenen Estcourt, Weenen Bergville, Cathkin Park, Winterton
	Zululand District	AbuQulusi eDumbe Nongoma Ulundi uPhongolo	Louwsburg, Vryheid Paulpietersburg Nongoma Ulundi Pongola
LIMPOPO	Capricorn District Municipality	Polokwane Local Municipality	Klaserie, Polokwane, Seshego, Modjadiskloof, Gazankulu
	Mopani District Municipality	Greater Letaba Local Municipality	Modjadiskloof
	Vhembe District Municipality	Thulamela Local Municipality	Dzanani
MPUMALANGA	Ehlanzeni District Municipality	City of Mbombela Local Municipality	Barberton, Emoyeni, Entokozweni, Hazyview, Kaapschehoop, Kaapmuiden, Kabokweni, Kanyamazane, Kiepersol, Luphisi, Matsulu, Mbombela, Mpakeni, Msogwaba, Ngodwana, Nsikazi, Skukuza, Tekwane, White River.
	Gert Sibande District Municipality	Govan Mbeki Local Municipality	Bethal, Charl Cilliers, Embalenhle, Evander, Highveld Ridge, Kinross, Leandra, Leslie, Secunda, Trichardt
	Nkangala District Municipality	Emalahleni Local Municipality	Kriel, Ogies, Phola, eMalahleni

		Steve Tshwete Local Municipality	Mdutjana, Middelburg
NORTHERN CAPE	Frances Baard District Municipality	Dikgatlong Local Municipality	Barkly West, Delpoortshoop, Windsorton
		Magareng Local Municipality	Warrenton
		Phokwane Local Municipality	Hartswater, Jan Kempdorp, Pampierstat
		Sol Plaatje Local Municipality	Kimberley, Ritchie
	John Taolo Gaetsewe District Municipality	Ga-Segonyana Local Municipality	Bankhara-Bodulong, Kuruman, Mothibistad
		Gamagara Local Municipality	Deben, Kathu, Kudumane, Olifantshoek, Sishen
		Joe Morolong Local Municipality	Hotazel, Santoy, Van Zylsrus
	ZF Mgcawu District Municipality	Dawid Kruiper Local Municipality	Mier, Rietfontein, Upington
		Kai !Garib Local Municipality	Eksteenskuil, Kakamas, Keimoes,
		Kgatelopele Local Municipality	Danielskuil, Lime Acres
		Tsantsabane Local Municipality	Beeshoek, Postmasburg
NORTHWEST	Bojanala Platinum District Municipality	Madibeng Local Municipality	Bethanie, Brits, Broederstroom, De Wildt, Hartbeespoort, Ifafi, Kosmos, Mooiooi,
		Rustenburg Local Municipality	Beestekraal, Boshoeck, Hartbeesfontein-A, Marikana, Phatsima, Rustenburg, Tlhabane
	Dr Kenneth Kaunda District Municipality	City of Matlosana Local Municipality	Hartbeesfontein, Klerksdorp, Orkney, Stilfontein
		JB Marks Local Municipality	Potchefstroom, Ventersdorp
	Dr Ruth Segomotsi Mompati District Municipality	Ditsobotla Local Municipality	Gerdau
	Ngaka Modiri Molema District Municipality	Mahikeng Local Municipality	Mahikeng
WESTERN CAPE	City of Cape Town Metropolitan Municipality	City of Cape Town Metropolitan Municipality	Firgrove, Gordonsbay, Sir Lawrey's Pass, Somerset West, Strand
		Breede Valley Local Municipality	Rawsonville, Worcester,
		Drakenstein	Gouda, Paarl, Wellington
		Stellenbosch Local Municipality	Franschoek, Klipmuts, Pniel, Stellenbosch, Stellenbosch Farms.
		Witzenberg Local Municipality	Ceres, Tulbach, Wolseley

		Overstrand Local Municipality	Betty's Bay, Birkenhead, De Kelders, Fishershaven, Franskraal, Gansbaai, Hawston, Hermanus, Kleinmond, Onrus, Pearley Beach, Pringle Bay, Rooi-Els, Sand Bay, Standford, Van Dyks Bay, Vermont.
		Theewaterskloof Local Municipality	Bot River, Caledon/Myddleton, Grabouw, Theewaterskloof, Villiersdorp.
		Bergvliet Local Municipality	Velddrif
		Saldanha Bay Local Municipality	Jacobs Bay, Langebaan, Paternoster, Saldanha, St Helena Bay, Vredenburg.
		Swartland Local Municipality	Abbotsdale, Chatsworth, Darling, Grotto Bay, Kalbaskraal, Malmesbury, Moreesburg, Riebeeck Kasteel, Riebeeck West, Riverlands, Yzerfontein.
		Garden Route District Municipality	Albertina, Boggoms Bay, Brandwag, Brenton, Brenton-on-Sea, Buffels Bay, Friemersheim, George, Great Brak River, Herolds Bay, Jongens Fontein, Keurboomstrand, Knoetzie, Knysna, Krantshoek, Kurland, Kwanokuthula, Mossel Bay, Oudtshoorn, Plettenburg Bay, Rheenedal, Riversdale, Sedgfield, Still Bay, Victoria Bay, Vleesbaai, Wilderness, Wittedrift.

Province	Metropolitan/District Municipality	Local Municipality	Tier 3
EASTERN CAPE	Chris Hani	Emalahleni	Cacadu (Lady Frere), Dortrecht, Indwe
		Engcobo	Engcobo
		Enoch Mgijima	Hofmeyer, Komani (Queenstown), Tylden, Molteno, Sada, Sterkstroom, Tarkastad, Whittlesea.
		Intsika Yethu	Cofimvaba, Tsomo
		Inxuba Yethemba	Cradock, Middelburg, Mount Zebra National Park
		Sakhisizwe	Cale, Khowa (Elliot)
	Joe Gqabi	Elundini	Maclear, Mount Fletcher, Ugie
		Senqy	Barkly East, Lady Grey, Rhodes, Rossouw, Sterkspruit,
		Walter Sisiulu	Aliwal North, Burgersdorp, Jamestown, Oviston, Steynsburg, Venterstad
	OR Tambo	Ingquza	Flagstaff, Lusikisiki
		King Sabat Dalindyebo	Mqanduli, Mthatha (Umtata) (20km radius)
		Mhlontlo	Qumbu, Tsolo

		Nyandeni	Libode, Ngqeleni
		Port St. Johns	Port St. Johns
	Sarah Baartman	Blue Crane Route	Cookhouse, Pearston, Petersburg, Somerset East
		Beyers Naude	Aberdeen, Adendorp, Graaff-Reinet, Jansenville, Kendrew, Klipplaat, Nieu-Bethesda, Rietbron, Waterford, Willowford
		Kouga	Hankey, Loerie, Patensie
		Koukamma	Clarkson, Twee Rivier, Joubertina, Kareedouw, Krakeel River, Louterwater, Misgund, Nompumelelo, Sandrift, Storms River, Woodlands
		Makana	Alicedale, Salem, Makhanda (Grahamstown), Riebeeck East, Sidbury.
		Ndlambe	Alexandria, Bathurst, Boknes/Cannon Rocks, Bushmans River, Kenton-on-Sea, Port Alfred, Seafeld
		Sundays River Valley	Addo, Kirkwood, Peterson
	Alfred Nzo	Matatiele	Cedarville, Maloti, Matatiele
		Ntabankulu	Tabankulu
		Umzimvubu	eMaxesibeni (Mount Ayliff), KwaBhaca (Mount Frere)
		Winnie Madikizela-Madela	Bizana
	Amathole	Amahlati	Cathcart, Kei Road, Keiskammahoek, Stutterheim
		Great Kei	Amatola Coastal, Kei Mouth, Komga, Margan Bay
		Mbhashe	Dutywa, Elliotdale, Willowvale
		Mnquma	Butterworth, Kentani (Centane), Ngqamakhwe
		Ngcushwa	Hamburg, Peddie
		Raymond Mhlaba	Adelaide, Alice, Bedford, Fort Beaufort, Hogsback, Middeldrift, Seymore
FREE STATE	Fezile Dabi District Municipality	Mafube Local Municipality	Cornelia, Frankfort, Tweeling, Villiers
		Moqhaka Local Municipality	Kroonstad, Renovaal, Steynsrus, Vierfontein, Viljoenskroon
		Ngwathe Local Municipality	Edenville, Heilbron, Koppies, Parys, Vredefort
	Lejweleputswa District Municipality	Tokologo Local Municipality	Boshof, Dealesville, Hertzogville
		Tswelopele Local Municipality	Bultfontein, Hoopstad
	Thabo Mofutsanyana District Municipality	Dihlabeng Local Municipality	Bethlehem, Clarens, Fouriesburg, Golden Gate Highlands National Park, Paul Roux, Rosendal

		Maluti-A-Phofung Local Municipality Mantsopa Local Municipality Nketoana Local Municipality Phumelela Local Municipality	Harrismith, Kestell, Phuthaditjhaba Excelsior, Hobhouse, Ladybrand, Thaba Patchoa, Tweespruit Arlington, Lindley, Petrus Steyn, Reitz Memel, Vrede, Warden
		Setso Local Municipality	Clocolan, Ficksburg, Marquard, Senekal
	Xhariep District Municipality	Kopanong Local Municipality Letsemeng Local Municipality Mohokare Local Municipality	Bethulie, Edenburg, Fauresmith, Gariep Dam, Jagersfontein, Philippolis, Oranjekrag, Reddersburg, Springfontein, Trompsburg, Waterkloof Jacobsdal, Koffiefontein, Luckhoff, Oppermansgronde, Petrusburg Rouxville, Smithfield, Van Stadensrus, Zastron
GAUTENG		Sedibeng District Municipality	Rensburg
KWAZULU NATAL			
LIMPOPO	Capricorn District Municipality	Blouberg Local Municipality Lepelle-Nkumpi Local Municipality Molemole Local Municipality Polokwane Local Municipality	Alldays, Senwabarwana (Bochum) Zebediela Dendron, Koedoeskop, Morebeng (Soekmekaar) Marken, Thabamoopo
	Mopani District Municipality	Ba-Phalaborwa Local Municipality Greater Giyani Local Municipality Greater Letaba Local Municipality Greater Tzaneen Local Municipality Maruleng Local Municipality	Gravelotte, Leydsdorp, Lulekani, Namakgale Giyani Sekgosese Haenertsburg, Ritavi, Tzaneen Hoedspruit, Trichardsdal
	Sekhukhune District Municipality	Elias Motsoaledi Local Municipality Ephraim Mogale Local Municipality Fetakgomo Tubatse Local Municipality Makhuduthamaga Local Municipality	Groblersdal, Moutse, Roossenekal, Sekhukhuneland Letsitele, Marble Hall, Schuinsdraai Nature Reserve Burgersfort, Ohrigstad, Steelpoort Nebo
	Vhembe District Municipality	Collins Chabane Local Municipality Makhado Local Municipality Musina Local Municipality Thulamela Local Municipality	Hlanganani, Malamulele, Radium Soutpansberg Musina Thohoyandou, Shayndima, Venda

	Waterberg District Municipality	Bela-Bela Local Municipality	Bela-Bela, Pienaarsrivier, Settlers
		Lephalale Local Municipality	Ellisras, Lephalale
		Modimolle-Mookgophong Local Municipality	Modimolle, Mookgophong (Naboomspruit), Vaalwater
		Mogalakwena Local Municipality	Mokopane (Potgietersrus)
MPUMALANGA	Ehlanzeni District Municipality	Thabazimbi Local Municipality	Amandelbult, Mine Town, Northam, Thabazimbi
		Bushbuckridge Local Municipality	Mapulaneng
		City of Mbombela Local Municipality	Mhala, Schagen
		Nkomazi Local Municipality	Hectorspruit, Komatipoort, Malalane, Marloth Park
		Thaba Chweu Local Municipality	Graskop, Lydenburg, Mashishing, Pilgrim's Rest, Sabie
	Gert Sibande District Municipality	Chief Albert Luthuli Local Municipality	Carolina, Ekulindeni, Empuluzi, eManzana, Eerstehoek
		Dipaleseng Local Municipality	Balfour, Greylingstad, Grootvlei
		Dr Pixley Ka Isaka Seme Local Municipality	Amersfoort, Perdekop, Volksrust, Wakkerstroom
		Govan Mbeki Local Municipality	
		Lekwa Local Municipality	Morgenzon, Standerton
		Mkhondo Local Municipality	Amsterdam, eMkhondo (Piet Retief)
		Msukaligwa Local Municipality	Breyten, Chrissiesmeer, Davel, Ermelo, Lothair
	Nkangala District Municipality	Dr JS Moroka Local Municipality	Mdala Nature Reserve
		Emakhazeni Local Municipality	Belfast, Dullstroom, Emgwenya (Waterval Boven), eMakhazeni, BeNtokozweni (Machadodorp)
		Emalahleni Local Municipality	
		Steve Tshwete Local Municipality	Hendrina, , Pullens Hope, Rietkuil
		Thembisile Hani Local Municipality	KwaMhlanga, Mkobola
		Victor Khanye Local Municipality	
NORTHERN CAPE	Frances Baard District Municipality	Dikgatlong Local Municipality	
		Magareng Local Municipality	
		Phokwane Local Municipality	
		Sol Plaatje Local Municipality	

	John Taolo Gaetsewe District Municipality	Ga-Segonyana Local Municipality	
		Gamagara Local Municipality	Vanzylsrus
		Joe Morolong Local Municipality	
	Namakwa District Municipality	Hantam Local Municipality	Brandvlei, Onderste Doorns
		Kamiesberg Local Municipality	
		Karoo Hoogland Local Municipality	Williston
		Khai-Ma Local Municipality	Aggeneys, Pella, Pofadder
		Nama Khoi Local Municipality	
		Richtersveld Local Municipality	Richtersveld
	Pixley Ka Seme District Municipality	Emthanjeni Local Municipality	Britstown, De Aar, Hanover
		Kareeberg Local Municipality	Carnarvon, Vanwyksvlei, Vosburg
		Renosterberg Local Municipality	Petrusville, Philipstown, Van der Kloof
		Siyancuma Local Municipality	Campbell, Douglas, Griekwastad, Schmidtsdrif
		Siyathemba Local Municipality	Prieska
		Thembelihle Local Municipality	Hopetown, Strydenburg
		Ubuntu Local Municipality	Hutchinson, Loxton, Richmond, Victoria West
		Umsobomvu Local Municipality	Colesberg, Norvalspont, Noupoot
	ZF Mgcawu District Municipality	Kheis Local Municipality	Brandboom, Groblershoop
		Dawid Kruiper Local Municipality	
		Kai !Garib Local Municipality	Kenhardt
		Kgatelopele Local Municipality	
		Tsantsabane Local Municipality	
NORTHWEST	Bojanala Platinum District Municipality	Kgetlengrivier Local Municipality	Derby, Koster, Swartruggens
		Madibeng Local Municipality	Schoemansville
		Moretele Local Municipality	Moretel
		Moses Kotane Local Municipality	Madikwe
		Rustenburg Local Municipality	

	Dr Kenneth Kaunda District Municipality	City of Matlosana Local Municipality	
		JB Marks Local Municipality	
		Maquassi Hills Local Municipality	Leeudoringstad, Makwassie, Witpoort, Wolmaransstad
	Dr Ruth Segomotsi Mompati District Municipality	Greater Taung Local Municipality	Pudimoe, Reivilo, Taung
		Kagisano-Molopo Local Municipality	Piet Plessis, Pomfret
		Lekwa-Teemane Local Municipality	Bloemhof, Christiana
		Mamusa Local Municipality	Amalia, Schweizer-Reneke
		Naledi Local Municipality	Huhudi, Stella, Vryburg
	Ngaka Modiri Molema District Municipality	Ditsobotla Local Municipality	Biesiesvlei, Coligny, Delareyville, Lichtenburg, Ottosdal, Sannieshof
		Mahikeng Local Municipality	Bophuhatswana, Slurry
		Ramotshere Moiloa Local Municipality	Groot Marico, Skuinsdrif, Zeerust
		Ratlou Local Municipality	Disaneng, Kraaipan, Madibogo, Setlagole
	Cape Winelands District Municipality	Breede Valley Local Municipality	De Doorns, Touws Rivier
		Drakenstein	Saron
		Langeberg	Ashton, Bonnievale, Mc Gregor, Montagu, Robertson
		Witzenburg Local Municipality	Op-Die-Berg, Prince Alfred Hamlet
WESTERN CAPE	Garden Route District Municipality	-	Calitz Dorp, De Rust, Dysseisdorp, Gouritsmond, Haarlem, Heidelberg, Herbertsdale, Ladismith, Nature's Valley, Slangrivier, Uniondale, Vanwyksdorp, Witsand, Zoar
	Overberg District Municipality	Cape Agulhas	Agulhas, Arniston, Bredasdorp, Elim, Klipdale, Napier, Protem, Struis Bay, Suiderstrand
		Swellendam Local Municipality	Barrydale, Buffeljagsrivier, Infanta, Malgas, Suurbraak, Swellendam
		Theewateskloof Local Municipality	Genadendal, Greyton, Riversonderend
	West Coast District Municipality	Bergrivier Local Municipality	Aurora, Eendekuil, Piketberg, Porterville, Redelinghuys
		Cederberg Local Municipality	Citrusdal, Clanwilliam, Elands Bay, Graafwater, Lamberts Bay, Leipodville, Wupperthal

		Matzikama Local Municipality	Bitterfontein, Doring Bay, Ebenhaezer, Klawer, Kliprand, Koekenaap, Lutzville, Molsvlei, Nuwerus, Putsekloof, Rietpoort, Stofkraal, Strandfontein, Van Rhynsdorp, Vredendal,
		Saldanha Bay Local Municipality	Hopefield
	Northern Cape	Swartland Local Municipality	Koringberg
		Namakwa District Municipality	Alexander Bay, Bulletrap, Calvinia, Carolusberg, Concordia, Eksteenfontein, Garies, Hondeklip Bay, Kamieskroon, Kleinzee, Koingnaas, Komaggas, Kuboes, Leliefontein/Kamiesberg, Loeriesfontein, Middelpoort, Nababeep, Nieuwoudtville, O'Kiep, Port Nolloth, Sanddrift, Springbok, Steinkopf, Sutherland
MUNICIPAL AREAS IN WESTERN & NORTHERN CAPE	Central Karoo District Municipality	Beaufort West Local Municipality	Beaufort West, Merveville, Murraysburg, Nelpoort
		Laingsburg Local Municipality	Laingsburg, Matjiesfontein
		Prince Albert Local Municipality	Klaarstroom, Leeu Gamka, Prince Albert

ADDENDUM 2**OFFICES OF THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL
INDUSTRY OF S.A****1. NATIONAL OFFICE – JOHANNESBURG**

122 QUEEN STREET KENSINGTON, JOHANNESBURG 2094 PO BOX 31402 BRAAMFONTEIN 2017	TEL : 011/3392312
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2. JOHANNESBURG REGIONAL OFFICE

122 QUEEN STREET KENSINGTON, JOHANNESBURG 2094 PO BOX 31402 BRAAMFONTEIN 2017	TEL : 011/3392312
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3. BLOEMFONTEIN REGIONAL OFFICE

74 VICTORIA ROAD SHALLOWS BLOEMFONTEIN 9301 PO BOX 1379 BLOEMFONTEIN. 9300	TEL : 051/444-5869 051/444-5984
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4. CAPE TOWN REGIONAL OFFICE

31 COOK STREET GOODWOOD 7460 (Entrance on Vasco Boulevard) PO BOX 1220 PAROW 7499	TEL : 021/591-4784
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5. KWAZULU NATAL REGIONAL OFFICE

23 LENNOX ROAD GREYVILLE DURBAN 4023 PO BOX 47852 GREYVILLE DURBAN 4023	TEL : 031/306-8100 031/309-1326 031/309-1325 031/309-1307 031/309-1279
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6. EAST LONDON REGIONAL OFFICE

UNIT 205 EDCOTT SQUARE 256 OXFORD STREET EAST LONDON 5201 PO BOX 19852 TECOMA 5214	TEL :043/722 – 0120/21
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7. PRETORIA REGIONAL OFFICE:

1072 FRANCIS BAARD STREET HATFIELD PRETORIA 0028 PO BOX 12399 HATFIELD 0028 PO BOX 12399 HATFIELD 0028	TEL : 012/110-4644
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8. GQEBERHA REGIONAL OFFICE:

25 4th AVENUE NEWTON PARK GQEBERHA, 6045 P.O. BOX 27287 GREENACRES 6057	TEL : 041/363-5460
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9. POLOKWANE REGIONAL OFFICE

ROOM 314 PIONEER BLD 50 LANDDROS MARE STREET POLOKWANE. 0699 P.O. BOX 2478 POLOKWANE 0700	TEL : 015/291-4157
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10. GEORGE REGIONAL OFFICE

OFFICE 201 YORK MALL100 YORK STREET GEORGE 6530 P.O. BOX 1952 GEORGE 6529	TEL : 044/874-5738
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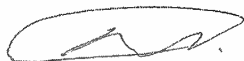
SIGNED AT **KENSINGTON** AS AUTHORISED FOR AND ON BEHALF OF THE
PARTIES TO THE COUNCIL, THIS 1st day of March 2023.



M STRATON - NATIONAL CHAIRMAN – NBCEISA - FOR ECA (SA)



R MC ALPINE – NATIONAL VICE-CHAIRMAN – NBCEISA - FOR SAEWA



D VAN DEVENTER AND M MFIKOE – ACTING NATIONAL GENERAL SECRETARY

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3423

19 May 2023

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT

I, THEMBELANI WALTERMADE NXESI, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Main Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Electrical 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 agreement and for the period ending 28 February 2029.


MR T W NXESI MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/05/2023

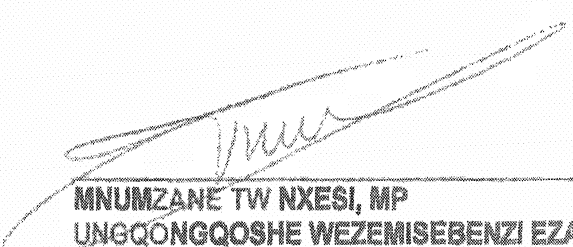
UMNYANGO WEZEMISEBENZI KANYE NEZABASEBENZI

R.....

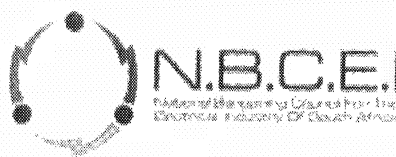
USUKU:.....

UMTHETHO WOBUDLELWENO KWEZABASEBENZI KA-1995**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI****KWABAQASHI NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:****UKWELULWA KWESIVUMELWANO ESIYINGQIKITHI SELULELWA KULABO****ABANGEYONA INGXEYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Kagesi eNingizimu Afrika, 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 28 kuNhlolanja 2029.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 02/05/2023



NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

MAIN COLLECTIVE AGREEMENT

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ANNEXURE**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL
INDUSTRY OF SOUTH AFRICA**

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

Electrical Contractors' Association (South Africa)

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

South African Equity Workers' Association

(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the National Bargaining Council for the Electrical Industry of South
Africa.

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1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed –
 - (a) by all employers and employees in the Electrical Industry who are members of the employers' organisation and trade union, respectively, who are engaged or employed in the Industry,
 - (b) throughout the whole of the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometres from the General Post Office, Kimberley.
- (2) Notwithstanding the provisions of sub-clause 1(1), the terms of this Agreement shall apply to apprentices and learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any conditions prescribed, or any notices served in terms thereof.
- (3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.
- (4) The following categories are also excluded:
 - (i) Working employers
 - (ii) Administrative staff – Non-Electrical Workers
 - (iii) Managerial Employees.

2. PERIOD OF OPERATION

- (1) The Agreement will commence the date of publication in terms of Section 32 of the LRA, as amended, and shall remain in force until and including 28 February 2029.
- (2) The Parties to the Council acknowledges that commencing the Agreement on the 1st of March 2023 deprives the employees of one month's wage increase in the new Collective Agreement cycle. To this end, the Parties agreed to the provisions set out in Clause 5(4) Part II of this Agreement.
- (3) Should the Agreement be published later than 1 February 2023, the agreed wage increment for the 1st year of the Agreement shall be implemented from 1 February 2023. The adjustment factor for the closing of the wage gap shall be implemented from the date of publication of the new Agreement.

3. INDUSTRIAL ACTION

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

4. DEFINITIONS

In this Agreement the masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference in this Agreement to an Act shall include any amendments to such Act; further, and unless the context otherwise indicates –

“**abscond**” means the absence from work of an employee for a period in excess of four consecutive working days without the employer being informed or notified of the reasons therefore, or the desertion by an employee of his employment for reasons unknown to the employer.

“**Act**” means the Labour Relations Act 66 of 1995;

“**apprentice**” means an employee serving under a written contract of apprenticeship registered with the relevant Sector Education Training Authority (SETA);

The definitions of the different stages of apprenticeship, as originally published under the Conditions of Apprenticeship under the Manpower Training Act 1981 are the following:

“Stage 1” – Wage equals 38% of wage of electrician

This stage shall not exceed 4 months and the apprentice shall attend M0 – M3 and pass the test based on these modules.

“Stage 2” – Wage equals 45% of wage of electrician

This stage shall not exceed 58 weeks. It commences on the day following successful completion of modular test based on M0 – M3, as referred to above, and ends on successful completion of Trade Test “A”.

“Stage 3” – Wage equals 50% of wage of electrician

This stage shall not exceed 65 weeks and commences on the day following successful completion of Trade Test “A”, as referred to above, and ends on successful completion of modular test based on M4 – M6 as well as Phase Test “B”.

“Stage 4” – Wage equals 70% of wage of electrician

This stage shall include a minimum of 17 weeks’ practical on the job experience in M4 – M6, demonstrating practical competence in each module, successful completion of

the NTC Part II (N2) and commences on the day following successful completion of Phase Test "B" and ends within 14 days of successful completion of Trade Test "B".

"artisan" means an employee who has completed his training in terms of the former Manpower Training Act, 1981, or is in possession of a certificate issued in terms of the Skills Development Act 1998, as amended, recognising that he has received training sufficient to entitle such an employee to work as an artisan in the Industry.

"Building Industry" without in any way limiting the ordinary meaning of the expression, means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in erecting, completing or altering buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons who are engaged in the trades, activities or subdivisions in the Building Industry excluding the Electrical Industry.

"certificate" means a certificate of registration issued in terms of Regulation 11(3) of the Electrical Installation Regulations, 2009.

"civil disorder" means the concerted action of a number of people, not employed by the employer, to disrupt, for any purpose whatsoever, the normal activities of the employer at his place of business or any working site, or to prevent employees either from reaching such place of business or working site or from commencing or continuing to work.

"Council" means the National Bargaining Council for the Electrical Industry of South Africa.

"domestic appliance mechanic (DAM)" or **"refrigeration mechanic"** means an employee engaged in one or more of the following classes of work: diagnosing faults in, or directing or executing repairs or adjustments to, or servicing, assembling, erecting and/or installing ranges, refrigerators, washing machines, ironers, air-conditioning units and all other major electrical appliances, carrying out final tests or supervising of such operations, but does not include an employee engaged in connecting to existing outlets, refrigerators, ranges, or other domestic electrical appliances.

"domestic appliance repairer (DAR)" (applicable in the province of KwaZulu-Natal only) means an employee engaged in -

- (a) the following operations when performed in the workshops of an establishment in connection with the repair of heating and/or drying and/or personal care appliances of a load not exceeding five amperes, except in the case of domestic heating appliances where the load does not exceed 15 amperes -
 - (i) repairing and/or replacing heating elements on appliances;

- (ii) repairing and/or replacing ceramic or other insulating spacers, including fixing;
 - (iii) repairing and/or re-assembling heating element containers;
 - (iv) removing and/or replacing motors not exceeding 750 watts at the direction of an artisan, excluding final testing;
- (b) any or all of the operations carried out in connection with the installation of burglar or other similar alarm systems –
- (i) connecting cables of electromechanical devices;
 - (ii) adjusting vibration contracts to pre-set limits;
 - (iii) soft soldering by hand;
 - (iv) foiling windows.

“driver” means an employee engaged in driving a mechanical vehicle on a public road who is in possession of a valid driver's licence issued under any Road Traffic Ordinance.

“electrical assistant” means an employee who is engaged in any or all of the following tasks:

- (a) digging holes and trenches, planting poles, and laying cables in trenches;
- (b) chasing and cutting walls and concrete floors for conduit;
- (c) loading or unloading materials;
- (d) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed;
- (e) cleaning office and workshop areas;
- (f) preparing refreshments;
- (g) installing and fixing of flush and surface mounted wireways, PV support structures, and ancillary equipment thereto;
- (h) installing cables including the fitting of glands, making off and securing such cables, but excluding the connection thereof;
- (i) assisting with erecting and connecting luminaires and PV panels;
- (j) assisting with operating a trenching machine once trained;

- (k) assisting a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician, an artisan, a domestic appliance mechanic, a domestic appliance repairer and an Elconop 1, Elconop 2 or Elconop 3, but not performing any work individually except as set out in (a), (e), (f) and (J) above.

“electrical construction operator level 1” (hereinafter referred to as ‘Elconop 1’) means an employee who has received on-the-job training by the employer and who undertakes any of the following tasks and who may use the tools necessary to perform such tasks:

- (a) installing and fixing of flush and surface mounted wire ways, PV support structures, and ancillary equipment incidental thereto;
- (b) installing of cables including the fitting of glands, making off and securing of such cables but excluding the connection thereof;
- (c) installing and connecting of socket outlets;
- (d) erecting and connecting of luminaries and PV panels;
- (e) operating a trenching machine;
- (f) performing the work of an electrical assistant and general assistant;
- (g) assisting a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician or artisan and an Elconop 2 or Elconop 3, but not performing any work individually, except as set out in (a) to (f) above.

“electrical construction operator, level 2” (hereinafter referred to as ‘Elconop 2’) means an employee, who has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 2 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks: Provided such tasks are carried out only under the supervision of a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician/artisan or an Elconop 3 –

- (a) placing and drawing in of conductors into wireways;
- (b) installing and connecting of lighting, cooker, water heater, PV systems, low voltage systems and DC systems including systemised and/or innovative wiring systems, the connection of distribution boards and inverters;
- (c) installing of under floor heating systems;

- (d) jointing of cables using epoxy or other approved means, as well as the connection of such cables on installations where the supply has been switched off;
- (e) simple arc gas welding;
- (f) performing the work of an electrical assistant, general assistant or Elconop 1;
- (g) assisting a master installation electrician, installation electrician, electrical tester for single phase, an electrician/artisan and an Elconop 3.

“electrical construction operator level 3” “electrical construction operator level 3” (hereinafter referred to as ‘Elconop 3’) means an employee who has been employed in the Industry as an Elconop 2 for a continuous period of at least 12 months and has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 3 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, or who is in possession of a registration card issued by the Council recognising him as an Elconop 3 and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks:

- (a) installing, wiring, and assembling main and sub-main distribution boards and inverter systems;
- (b) installation and maintenance of domestic, commercial, and industrial installations (tubing, wiring and cables) from incoming mains to completed final circuits;
- (c) wiring and connection of all circuits in domestic, commercial, industrial installations (wiring and connection of all types of lights, socket outlet circuits, stoves, hot water cylinders, pumps, air conditioning circuits and industrial machines etc.);
- (d) installation, maintenance, and repairs of single and three phase motor and starter circuits;
- (e) testing of installations under the direct supervision of a registered person;
- (f) connection of transformers and ancillary circuits (such as CT’s PT’s low voltage lighting etc.);
- (g) where necessary performing the work of an Elconop 1 or Elconop 2.

“electrical contractor” means a person who undertakes to perform electrical installation work on behalf of any other person but excludes an employee of such first mentioned person.

“Electrical Engineering Industry” means the industry concerned with

- (a) the manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment includes, but is not limited to, television and incandescent lamps, and electric cables and domestic electrical appliances, and further includes the manufacture of component parts of the aforementioned equipment;
- (b) the installation, maintenance, repair and servicing of the equipment referred to in sub-clause (a) above but does not include the activities of the Electrical Industry.

“Electrical Industry” or “Industry” means the industry in which employers and their employees are associated for any or all of the following:

- (a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair, and maintenance of all electrical equipment incidental to the purpose for which a building and/or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, or the material prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair, and maintenance of all electrical equipment incidental to the construction, alteration, repair, and maintenance of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, or the material prepared on the site of the buildings or structures or elsewhere;
- (d) the design, preparation, erection, installation, repair, and maintenance of all electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, or the material prepared on the site of the buildings or structures or elsewhere;
- (e) the installation and/or maintenance and/or repair and/or servicing of overhead lines and underground cables associated with domestic and/or industrial and/or

commercial installations and/or street lighting: Provided that such installation is beyond the supply authorities point of supply.

For the purposes of this definition -

- (i) electrical equipment includes:
 - (aa) electrical cables and overhead lines; and
 - (ab) generators, motors, converters, switch, and control gear (including relays, contactors, electrical instruments, and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment.
- (ii) design, preparation, erection, installation, repair, and maintenance does not include -
 - (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;
 - (ab) the manufacture and/or assembly by the manufacturer of the aforementioned electrical equipment and/or components thereof;
 - (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise;
 - (ad) the manufacture, repair and servicing of motor vehicle batteries, the manufacture of lead-acid batteries and the repair, maintenance and installation of such batteries when performed by the manufacturers thereof; and
 - (ae) the sale, and/or repair and/or servicing of manual and/or electrical typewriters and/or electro-mechanical office machines and equipment.

Provided that the Electrical Industry, as defined above, shall not include the Iron, Steel, Engineering and Metallurgical Industry, the Local Authority Undertaking and the Building Industry as defined in the Council's certificate of registration.

“electrical installation” means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an installation irrespective of whether or not it is part of the electrical circuit, but excluding -

- (a) any machinery of the supplier related to the supply of electricity on the premises;

- (b) any machinery which transmits electrical energy in communication, control circuits, television, or radio circuits;
- (c) an electrical installation on a vehicle, vessel, train, or aircraft; and
- (d) control circuits of 50V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer.

“electrical tester for single-phase” means a person who has been registered as an electrical tester for single-phase in terms of the Electrical Installation Regulations 2009 made under the Occupational Health and Safety Act, 1993.

“electrical wiring” means the design, installation, alteration, repair or testing of any cable, conductor, fitting, apparatus, or conduit used or intended to be used for purposes integral or incidental to the supply and/or consumption of electricity.

“electrician” means an employee who has completed an apprenticeship in terms of either the former Manpower Training Act, 1981 in a trade relevant to the Industry, or who has received training recognised by a relevant SETA as being sufficient to entitle him to work as an electrician in the Industry.

“employee” means any person employed on any of the classes of work defined in this Agreement and includes a person employed under a contract of apprenticeship recognised by the Council.

“employer” means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business and includes temporary employment services as defined in the Act.

“establishment” means the place where the employer normally carries on his business and where his wage records are kept.

“fixed term contract” means a contract of employment which terminates on the occurrence of a specified event, the completion of a specified task or project, or on a fixed date other than an employee’s normal or agreed-upon retirement age.

“foreman” means an electrician or artisan who has been appointed by his employer to supervise work defined in this Agreement: Provided that such employee may also be required to undertake electrical installation work himself if so required by his employer.

“Freedom of Association” means the right of an employee to join or not to join a trade union of his choice, and the right of an employer to join or not to join an employers’ organisation of his choice.

“general assistant” means an employee who

(a) is engaged in any or all of the following tasks:

- (i) digging holes and trenches, planting poles, and laying and pulling cables in trenches and wireways;
- (ii) chasing and cutting walls and concrete floors for conduit, providing no power tools are used;
- (iii) loading or unloading materials;
- (iv) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed;

(b) is employed on the following terms and conditions:

- (i) no such employee shall be employed for a total period exceeding 4 months in any calendar year, with the same employer;
- (ii) the prescribed minimum wage rate of an employee shall not be less than 75% of the prescribed minimum wage rate of an Electrical Assistant;
- (iii) all general assistants shall be included in the Council's monthly return forms and an employer shall be required to pay over to the Council all applicable employer and employee contributions and subscriptions in terms of the Council's Collective Agreements excluding pension/provident fund, sick benefit fund and risk benefits.

“general control” in relation to electrical installation work that is being carried out, includes instruction, guidance, and supervision in respect of that work.

“independent appeals body” means any CCMA accredited person or persons appointed by the Council in terms of Section 32 of the Labour Relations Act, 1995, as amended, to hear and decide any appeal brought against the Council's refusal of a non-parties or a party's application for exemption from the provisions of the Collective Agreement and the withdrawal of such an exemption by the Council.

“installation electrician” means a person who has been registered as an installation electrician in terms of the Electrical Installation Regulations, 1992 or 2009, made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing, and inspection of any electrical installation, excluding specialised electrical installations.

“installation work” means:

- (a) the installation, extension, modification, or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery; or

- (c) the inspection, testing, and verification of electrical installations for the purpose of issuing a certificate of compliance.

"Iron, Steel, Engineering and Metallurgical Industry" means (subject to the provisions of any Demarcation Determinations made in terms of Section 76 of the Labour Relations Act, 1956, and Section 62 of the Labour Relations Act, 1995), the industry concerned with the production of iron and/or steel and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metals) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry.

"lay-off" means the temporary suspension, without pay, of employment for a minimum of five full consecutive shifts due to a reduction in the volume of work in an establishment or section of an establishment or due to any other economic reason or any other contingency or circumstances beyond the control of the employer.

"learner" means the person who is party to a learnership agreement with an employer or group of employers, and an accredited training provider or a group of accredited training providers in terms of the Skills Development Act, 1998 as amended.

"Local Authority Undertaking" means the undertaking in which employers and their employees are associated for the introduction, continuation, or completion of any action, scheme or activity undertaken by a local authority: Provided that for the purposes hereof the Electrical Industry as defined above shall not include work performed by a local authority exclusively for local authority purposes, but shall include all work performed on the property of a local authority by a registered electrical contractor or his employees or any other person who is not an employee of a local authority: Provided further that the Local Authority Undertaking shall not include the activities of the Electrical Industry.

"lock-up" means any vehicle shed, room, workshop, factory, or similar place, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron, or any combination thereof, which can be securely locked, the whole to be so constructed as to provide a place of safe-keeping at any time of employees' tools and clothes and all other tools issued to them by the employer.

"master installation electrician" means a person who has been registered as a master installation electrician in terms of the Electrical Installation Regulations, 1992 or 2009, made under the Occupational Health and Safety Act, 1993, and who has been

approved by the chief inspector for the verification and certification of the construction, testing, and inspection of any electrical installation.

“no-fault dismissal” means the dismissal of an employee for reasons including but not limited to operational requirements, incapacity due to ill health, liquidation of the firm or insolvency of the individual.

“piece work” means any system under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done, irrespective of the time spent on such work.

“premises” means any land and any building or structure, or part thereof, above or below the surface of any land and includes any vehicle, aircraft, or vessel.

“public holiday” means any day that is a public holiday as determined in the Public Holidays Act 36 of 1994.

“region A” means the Provinces of Gauteng, Limpopo, Mpumalanga, and North West Province.

“region A1” means the Free State/Northern Cape Region incorporating the Provinces of the Free State and the Northern Cape; but excludes the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape.

“region B” means the Eastern / Southern Cape Region incorporating the Province of the Eastern Cape and the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, and Uniondale in the Western Cape Province but excludes the Magisterial District of Umzimkulu in the Eastern Cape.

“region C” means the Province of Kwazulu Natal and the Magisterial District of Umzimkulu in the Eastern Cape.

“region D” means the Province of the Western Cape and the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape but excludes the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, Riversdale, and Uniondale in the Western Cape.

“regional exemption committee” means the exemption committee appointed by the regional committee of the Council.

“regional sick benefit fund committee” means a Regional Committee established by the Council.

“registered person” means a person registered in terms of Regulation 11 of the Electrical Installation Regulations, 2009, as an electrical tester for single phase, an installation electrician, or a master installation electrician, as the case may be.

“remuneration” means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person's working for any other person, and “remunerate” has a corresponding meaning and for the purposes of calculating an employee's annual leave pay, notice pay or severance pay, an employee's remuneration.

(a) includes the cash value of any payment in kind that forms part of the employee's remuneration unless the employee receives that payment in kind and includes:

- (i) a housing or accommodation allowance, or subsidy or housing or accommodation received as a benefit in kind;
- (ii) car allowance or provision of a car, except to the extent that the car is provided to enable the employee to work;
- (iii) any cash payments made to an employee, except those listed as exclusions below;
- (iv) any other payment in kind received by an employee, except those listed as exclusions below;
- (v) employer's contributions to medical aid, pension, provident fund, or similar schemes;
- (vi) employer's contributions to funeral or death benefit schemes.

(b) excludes:

- (i) Any cash payment or payment in kind provided to enable the employee to work (for example, an equipment, tool or similar allowance or the provision of a transport allowance to enable the employee to travel to and from work);
- (ii) A relocation allowance;
- (iii) Gratuities (for example, tips received from customers) and gifts from the employer;
- (iv) Share incentive schemes;
- (v) Discretionary payments not related to an employee's hours of work or performance (for example, a discretionary profit-sharing scheme);
- (vi) An entertainment allowance;
- (vii) An education or schooling allowance.

“retrenchment” means a termination of employment due to the employer's operational requirements.

“SAQA” means the South African Qualifications Authority under the National Qualifications Framework Act 67 of 2008.

‘SBF’ means the National Sick Benefit Fund of the Council.

“SETA” means the Sector Education and Training Authority established in terms of Section 9(1) of the Skills Development Act, 1998.

“shift” means a working day.

“short time” means the implementation of reduced working time i.e., lesser number of ordinary hours per day and/or lesser number of days per week, owing to a shortage of work and /or materials and any other justifiable contingencies and/or unforeseen contingencies and/or circumstances beyond the control of the employer.

“specialised electrical installations” means electrical installations in

- (a) hazardous locations as contemplated in SANS 10108;
- (b) anaesthetising and medical locations as contemplated in SANS 10142 – 1;
- (c) explosive atmospheres as contemplated in SANS 10086 – 1; or
- (d) the petroleum industry as contemplated in SANS 10089 – 2.

“specified formal training” means a structured learning component and practical work experience of a specified nature and duration, and culminates in a qualification registered with SAQA.

“storeman” means an employee who is engaged in any or all of the following tasks:

- (a) stacking and storage of materials, tools, and equipment;
- (b) issuing and recording of materials;
- (c) receiving and recording regular stock counts;
- (d) recording of materials on site;
- (e) control of materials in the store;
- (f) checking and ascertaining the correctness of materials received; and
- (g) issuing of such materials.

“suitable accommodation” means a hotel, boarding house, caravan, or other suitable accommodation and in the event of a dispute regarding what is suitable accommodation, the National Council shall give a ruling.

“temporary employment service” means any person who, for reward, procures for or provides to a client, other persons who render services to, or perform work for, the client and who are remunerated by the temporary employment service.

“temporary service” is work for a client by an employee for a period not exceeding three (3) months:

- (a) as a substitute for an employee of the client who is temporarily absent; or
- (b) 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.

“Tier” means:

Tier 1	Tier 2	Tier 3
Areas that have the highest paying minimum wages for every category of employment.	Minimum wages are based on 90% of the published wage rates for Tier 1.	Minimum wages are based on 80 % of the published wage rates for Tier 1.

The areas falling under each Tier are attached to this Agreement as **ADDENDUM 3**.

Note: In the event of any municipal area being omitted from the above, the Council shall determine under which Tier such municipal area should be placed.

“wage” means the hourly rate prescribed in Clause 4 Part II of this Agreement: Provided that where an employer regularly pays an employee an amount higher than that prescribed in the said clause, it shall mean such higher amount.

“wireways” means cable trays or any enclosed casing for containing wires, cables, or busbars.

“working day” means any day, other than a Saturday, a Sunday, or a public holiday.

“working employer” means an employer or any partner in a partnership who does manual work in the Industry, a sole proprietor, a working director or an employer who is engaged in any work defined in this Agreement, and who is deemed to be an employee in respect of whom contributions are required to be made in terms of this Agreement and if he is a partner, a certified copy of the deed of partnership shall be lodged with the Council.

“workplace” means the place or places where the employees of an employer work. If an employer carries on or conducts two or more operations that are independent of one another by reason of their size, function or organisation, the place, or places where employees work in connection with each independent operation, constitutes the workplace for that operation.

5. LEVELS OF BARGAINING

The Council shall be the only forum for negotiating all matters pertaining to this Agreement.

6. DAYS AND HOURS OF WORK

(1)

(a) Subject to the provisions of Clause 8 and 8A of this Agreement, no employer shall require or permit any employee to work-

(i) for more than nine (9) hours in any one day, Mondays to Fridays;

(ii) for more than forty-four (44) hours in any one week;

(iii) for more than five days in any one (1) week, Mondays to Fridays;

(iv) on a Saturday, or Sunday;

(v) before 07:00 or after 17:00;

(aa) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour;

(ab) except as provided for in sub-clauses (v)(aa) or (v)(ac) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ac) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to not less than 15 minutes.

(b) Notwithstanding the provisions of Clause 6(1)(a), an employer must, by declaration to the Council within 3 months of commencing operating a business, elect its ordinary working hours. Should it fail to do so, contributions to benefit funds and all levies shall be calculated based on a normal work week of 44 hours, and it may not then require or permit its employees to work -

(i) for more than forty-four (44) hours in any one week;

(ii) for more than nine (9) hours in any one day;

(iii) for more than five (5) days in any one week, Mondays to Fridays;

- (iv) on a Saturday or Sunday;
 - (v) before 07:00 or after 17:00;
 - (aa) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour;
 - (ab) except as provided for in sub-clauses (vi)(aa) or (vi)(ac) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
 - (ac) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to not less than 15 minutes.
- (c) Any employer at the date of coming into operation of this Agreement, and that is operating as a business, may maintain or by agreement with the majority of the employees elect to vary its current working hours but may not require or permit an employee to work –
- (i) for more than forty-four (44) hours in any one week;
 - (ii) for more than nine (9) hours in any one day;
 - (iii) for more than five days in any one (1) week, Mondays to Fridays;
 - (iv) on a Saturday, or Sunday;
 - (v) before 07:00 or after 17:00.
- (d) Any employer that is operating as a business as at the date of coming into operation of this Agreement, must declare its normal working hours to the Council. Should it fail to do so, contributions to benefit funds and all levies shall be calculated based on a normal work week of 44 hours.
- (2) An employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees, require them to clock in and out of work and may, before paying any employee any wages and/or remuneration for any period not recorded by the clock, require the employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for any time recorded by the clock which falls within the starting and finishing time of the shift for that day of the week, excluding meal intervals as notified by the employer to his employees in terms of Clause 46(3) of this Agreement and for all time which he is required by the employer to work which does not fall within such starting and finishing times.

7. REFRESHMENTS BREAK

Every employer shall allow employees a period not exceeding 10 minutes in the morning and again in the afternoon to partake of refreshments, the times for such intervals to be agreed upon between the employer and the employees. No employee may leave the site where he is working to partake of refreshments. Such rest interval shall be deemed to be part of the ordinary hours of work of the employee concerned: Provided that should the place of work fall under the provisions of the Construction Regulations, 2014 and the employees are required to proceed to a designated refreshment area to partake of refreshments, the employer may waive the morning and afternoon breaks but shall permit the employees to have an additional 20 minutes for the meal interval, which shall be deemed to be the ordinary hours of work of the employees.

8. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (1) Unless otherwise authorised by the Council, the maximum overtime that may be worked shall not exceed 10 hours per week.
- (2) Overtime shall be voluntary and any employee who works any time in excess of or outside the hours prescribed in Clause 6 of this Agreement shall be paid at the rate of -
 - (a) one and a half times his hourly rate of wages for every hour or part of an hour worked after ordinary hours of work on any day from Monday to Friday or for every hour or part of an hour for all hours worked on a Saturday;
 - (b) double his hourly rate of wages for every hour or part of an hour for all hours worked on a Sunday;
 - (c) for paid public holidays which fall on a day on which the employee would ordinarily work in terms of Clause 25(1)(b) of this Agreement, his full day's wages plus his normal hourly rate of wages for every hour or part of an hour for the actual time worked on that day;
 - (d) for paid public holidays which fall on a day on which the employee would not ordinarily work, double his hourly rate of wages for every hour or part of an hour for all hours worked;
 - (e) Notwithstanding the provisions of sub-clause (2)(a) to (d) of this clause an employee earning in excess of the earnings threshold as published by the Minister of Employment and Labour in terms of Section 6(3) of the Basic Conditions of Employment Act, 1997 [Earnings Threshold Determination], as amended from time to time, shall not be entitled to be paid overtime unless mutually agreed to with his employer.

- (3) Notwithstanding the provisions of sub-clause 8(1), where in any one week an employee absents himself from work during any or all of the ordinary hours of work as prescribed in Clause 6 hereof, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate, provided that:
- (i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate;
 - (ii) any overtime worked on a Saturday shall be deemed to be included for the purposes of this sub-clause;
 - (iii) where an employee is absent from work with permission, or is absent due to any statutory leave entitlement, the provisions of this sub-clause shall not apply, and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that any employer may call on an employee to provide reasonable proof of cause of absence including but not limited to, a medical certificate, birth certificate, certificate from a clinic or death certificate.
- (4) Any employee who is aggrieved by the application to him of any of the provisions of sub-clause (2) hereof may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

8A. OVERTIME EXEMPTIONS

- (1) In terms of Clause 8 of Part I of this Agreement, provision is made for a maximum 10 hours of overtime to be worked per week.
- (2) An employer seeking overtime to be worked in excess of the 10 hours per week shall apply to the Council on the prescribed form for exemption from the limitation imposed by Clause 8.
- (3) An employer applying to work overtime in excess of 10 hours per week but up to a maximum of 15 hours per week shall automatically be granted exemption provided that such exemption shall only be permitted for a maximum consecutive period of two months for such activity and for a maximum period of four months in any calendar year.
- (4) An employer applying to work overtime hours in excess of 15 hours per week may be granted exemption by the Exemptions Committee provided:
 - (i) the employer strictly adheres to the Code of Good Practice on the Arrangement of Working Time in respect of the guidelines on the health and safety of its employees;

- (ii) no employee is required to work more than 6 consecutive days per week and in excess of 72 hours per week inclusive of overtime;
 - (iii) an employee who has worked for a consecutive period of 6 days (shifts) must not be required to work for at least a further period of 36 consecutive hours before commencing another shift.
- (5) Exemption to work in excess of 15 hours per week shall be granted up to a maximum period of TWO months in any CALENDAR YEAR.
- (6) All hours worked in excess of an employee's normal working hours shall be deemed to be overtime and must be paid at the applicable overtime rates.
- (7) The Council shall, in determining whether or not to grant or to decline an exemption application to work overtime in excess of 15 hours per week in terms of sub-clause (4), consider all relevant factors which include but are not limited to the following:
 - (i) the written and verbal substantiation provided by the applicant;
 - (ii) the duration of the exemption provision;
 - (iii) the terms of the exemption;
 - (iv) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
 - (v) the infringement of basic conditions of employment rights;
 - (vi) the fact that a competitive advantage may or may not be created by granting such exemption;
 - (vii) the extent to which the exemption application undermines collective bargaining and labour peace in the Electrical Industry;
 - (viii) any existing special economic or other circumstances which warrant the granting of such exemption;
 - (ix) cognisance should be taken of contravening any other legislation by granting an exemption, which include but are not limited to the Occupational Health and Safety Act, the Basic Conditions of Employment Act, and the Labour Relations Act.
- (8) The decision of Council to grant or to decline an exemption application shall be communicated to the applicant in writing within 14 days of the date of its decision and a reason or reasons shall be provided for not granting an exemption."

9. NIGHT WORK

- (1) In this clause, "night work" means work performed after 18:00 and before 06:00 the next day.
- (2) An employer may require or permit an employee to perform night work only if so agreed by the employee, and if:
 - (a) the employee is compensated by the payment of an allowance, equal to 13.5% of such employees' ordinary hourly rate of pay, in addition to the wages he is to receive for the hours worked, which may be a shift allowance, or by a reduction of working hours;
 - (b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
- (3) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day shall:
 - (a) inform the employee of any health and safety hazards associated with the work that the employee is required to perform;
 - (b) at the request of the employee, enable the employee to undergo a medical examination concerning those hazards:
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work, and
 - (ii) at appropriate intervals while the employee continues to perform such work, and;
 - (c) transfer the employee to suitable day work within a reasonable time if:
 - (i) the employee suffers from a health condition associated with the performance of night work, and
 - (ii) it is practicable for the employer to do so.
- (4) For the purposes of sub-clause (3) hereof an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or fifty times per year.

10. KEEPING OF RECORDS

- (1) Every employer shall 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 remuneration paid to each employee;
 - (d) the date of birth of each employee;
 - (e) any other prescribed information required in terms of legislation.
- (2) A record in terms of sub-clause (1) shall be kept by the employer at the employer's place of business for a period of three years from the date of the last entry in the record.
- (3) No person shall make a false entry in a record maintained in terms of sub-clause (1).
- (4) An employer who keeps a record in terms of this clause shall not be required to keep any other record of time worked and remuneration paid in terms of any other employment law.

11. SHORT TIME

- (1)(a)
- (i) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment owing to a shortage of work and/or material, in which case the employer shall give his employees two clear working days' notice of his intention to work short time, and shall, so far as is practicable, spread the work available among the employees affected.
 - (ii) Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work shall be available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.
- (1)(b)
- (i) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the foregoing circumstances arise, the employer shall not be required to pay wages to his employees, except for the periods actually worked: Provided that where the employer believes that resumption of work can be effected and expressly instructs his employees to present themselves for work on a particular day, they shall receive not less than four hours' work or pay in lieu thereof in respect of such day. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph shall not include inclement weather, except as provided for in Clause 13 of this Agreement.

- (ii) The employer shall within seven working days of commencement of working short time notify the Council and any representative trade union if its members are affected, thereof in writing.
- (2) Short shifts worked while working short time shall count as shifts actually worked in order to qualify for the paid leave referred to in this Agreement.
- (3) No employee shall work short time for a period exceeding 8 weeks.
- (4) In the event that short time is likely to exceed 8 weeks, the employer shall enter into consultations with the affected employee and/or the employee's representative trade union(s) within 6 weeks of the commencement of short time in order to seek alternatives to continued short time.
- (5) Any public holiday falling on any normal working day during the period of short time shall be paid in terms of Clause 25 of this Agreement.

12. LAY-OFF

- (a) An employer shall be entitled to lay off an employee temporarily -
 - (i) On account of shortage of materials, due to circumstances beyond the control of the employer. Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
 - (ii) On account of temporary shortage of work: Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
 - (iii) On account of inclement weather as provided for in terms of Clause 13 of this Agreement.
 - (iv) On account of any unforeseen contingencies and circumstances beyond the control of the employer.
 - (v) The employer shall within seven working days of commencement of the lay off period notify the Council and any representative trade union if its members are affected, thereof in writing. Provided further that the employer shall not be liable to pay the employees any remuneration during a lay-off except as specified below.
 - (vi) Any public holiday falling on any normal working day during the period of lay-off shall be paid in terms of Clause 25 of this Agreement.
- (b) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the

foregoing circumstances arise, the employer shall not be required to pay wages to his employees, except for the periods actually worked.

- (c) Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work shall be available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.
- (d) In the event the lay-off is likely to exceed 8 weeks, the employer shall enter into consultations with the affected employee and/or the employee's representative trade union within 6 weeks of the commencement of the lay-off in order to seek alternatives to continued lay-off.
- (e) Notwithstanding the provisions of Clause 36 (2), employees on lay-off may engage in any other employment for remuneration during the duration of the lay-off. Notwithstanding the provisions of Clause 36 (3), other employers in the industry may employ such laid off employees.
- (f) Should an employee on lay-off not return to employment within 4 working days of the due date, the employee shall be deemed to have terminated employment with the employer, unless the absence is due to a disabling reason.
- (g) Should an employee find alternative employment during any lay-off period, he must inform the employer within 3 working days of finding such employment.

13. INCLEMENT WEATHER

If, as a result of inclement weather conditions, it is not possible to commence or continue with normal work, the employer may decide to discontinue work for that day. In the event of a decision being made to discontinue work on any day owing to inclement weather, an employee shall be paid as follows:

- (a) If work has been stopped within four hours of the start of the normal working day, he shall be paid a minimum of four hours' pay at his normal rate of pay and allowances.
- (b) Subject to the provisions of (a) above, if less than five and a half hours have elapsed since the normal starting time in the establishment and work is then stopped, the employee shall be paid the full pay and allowances for time worked.
- (c) If more than five and a half hours have elapsed since the normal starting time and work is then stopped the employee shall be paid the full pay and allowances paid on a normal working day.

14. CIVIL DISORDER

If, as a result of civil disorder, it is not possible to commence or continue with normal work, the employer may decide to discontinue work for that day. In the event of a decision being made to discontinue work on any day owing to such circumstances, an employee shall be paid as follows:

- (a) If work has been stopped within two hours of the start of the normal working day, the employee shall be paid a minimum of two hours' pay at his normal rate of pay and allowances.
- (b) Subject to the provisions of (a) above, if more than two hours but less than five and a half hours have elapsed since the normal starting time in the establishment and the work is then stopped, the employee shall be paid the full pay and allowances for time worked.
- (c) If more than five and a half hours have elapsed since the normal starting time and work is then stopped, the employee shall be paid the full pay and allowances paid for a normal working day.

15. NATIONAL DISASTER MANAGEMENT ACT, 57 of 2002

- (1) In cases of a declared national disaster, the operation of the lay-off clause shall immediately be suspended in the areas where the disaster has been declared.
- (2) In addition, in times of the declared national, provincial, or municipal disaster as per the Disaster Management Act 57 of 2002, the National Committee of the NBCEISA shall meet within 2 working days of such disaster being declared.
- (3) In the event of the declared disaster being limited to a provincial or municipal area, the members of the Regional Committee that holds jurisdiction over such provincial or municipal area shall be invited to attend the National Council meeting to make representations. The purpose of the meeting will be to consider variations to employment conditions in terms of the Main Agreement. These variations shall be communicated within 2 working days to the industry following the resolution of the National Committee.

16. PAYMENT OF REMUNERATION AND DEDUCTIONS

- (1) (a) Remuneration shall be paid weekly, fortnightly, or monthly as mutually agreed upon by the employer and at least 66 per cent of his employees. The employer shall notify the Council of the arrangement made for the payment of remuneration within 30 days of agreement being reached.
- (b) Where the services of an employee are terminated after the closure of the pay week, all remuneration due to him after that closure shall be payable not later than the pay day on which the remuneration would normally have

been paid or not later than seven days after the termination of employment, whichever is the earlier:

- (c) Every employee shall be given a statement of payment showing at least the information referred to in clause 10 of this Agreement.
- (2) (a) Except as otherwise provided in this Agreement, only the following deductions may be made from the wages or earnings payable to any employee in terms of this Agreement:
- (i) For canteen services, where the deduction is authorised by stop-order terminable by the employee by giving not more than 28 days' notice of the termination of his agreement to such deduction being made,
 - (ii) where an employee is absent from work, including absence during any unpaid holiday granted in extension of the paid holidays provided for in this Agreement, a *pro rata* amount for the period of such absence,
 - (iii) with the written consent of the employee, deductions for insurance or any other funds approved by the Council,
 - (iv) contributions to the funds of the Council in terms of Clauses 31 and 32 and Clause 2 of Part II of this Agreement,
 - (v) deduction of any amount which an employer is legally or by order of any competent court required or permitted to make,
 - (vi) where an employer, owing to a clerical, accounting or administrative error or miscalculation, pays an employee remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings, but no one deduction may exceed 15 per cent of the employee's remuneration,
 - (vii) deductions for subscriptions to the trade union,
 - (viii) Whenever an advance or loan is made by an employer, at the request of an employee, the employer may make deductions from such employee's subsequent wages or earnings, but no one deduction shall exceed 15 per cent of the remuneration from which it may be deducted: Provided that the employer may recover the full balance of the amount owing if an employee's services are terminated for whatever reason.
 - (ix) Where monies have been advanced to an employee to expend in the course of his duties for his employer, he may be required to render a satisfactory account of expenditure to his employer. Should the services of the employee be terminated and such monies not have

been refunded, the employer shall be entitled to recover such amount from the employee's wages or earnings: Provided that an employee who is aggrieved by the application to him of this clause, may appeal to the Council against such a decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

- (b) Notwithstanding the provisions of this clause relating to payment of remuneration an employer may, by mutual arrangement with his employees, pay any amount due to an employee in terms of this Agreement by cheque or to the credit of such employee with a bank, or registered deposit-receiving institution nominated by the employee, such payment into a bank, or institution to include all payments due to the employee.
 - (c) In the event of the employment of an employee terminating before the ordinary pay-day applicable in his case, all payments due to the employee in terms of this Agreement shall be paid in accordance with the relative requirements of this Agreement.
 - (d) Notwithstanding the provisions of Clause 17 and 18 of this Agreement relating to payment of leave pay, payment of leave pay shall be made in accordance with the provisions of this clause in the same manner as that in which the employee is paid his remuneration.
- (3) (a) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee immediately prior to, or to which any employee was entitled at, the date of the commencement of this Agreement while such employee is employed by the same employer.
- (b) The provisions of this sub-clause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer within a period of 30 calendar days.

17. ANNUAL LEAVE AND ANNUAL SHUTDOWN

- (1)(a)
- (i) Every employee shall be entitled to three consecutive weeks' (15 consecutive working days') leave, payable at his ordinary rate of wages, after each completed cycle of 235 completed working days with any employer in the Industry, exclusive of overtime.
 - (ii) The leave prescribed in this sub-clause shall become due immediately after the completion of the 235th completed working day with an employer, and leave pay shall be paid before the employee proceeds on leave.

- (iii) Where the employment of an employee is terminated before the completion of 235 completed working days with an employer, such employer shall pay him a *pro rata* amount in accordance with the following formula:

$$\frac{(\text{number of completed working days with employer in present cycle}) \times 15 \times (\text{ordinary daily remuneration})}{235}$$

- (iv) Where the employment of an employee is terminated after the completion of 235 completed working days with an employer, but before the annual leave has been granted to him, his employer shall-

(aa) pay him the amount due in terms of sub-clause (i) hereof in respect of the period of leave which had accrued but was not granted before the date of termination of his employment, and

(bb) pay him an amount calculated in accordance with the formula in sub-clause (iii) in respect of the period of employment completed after the date on which he became entitled to leave in terms of sub-clause (i).

(1)(b)

- (i) Every employee shall be entitled to and shall take his leave so as to commence within a period of four months from the due date unless exemption is granted by the Council.
- (ii) The leave shall be granted by the employer so as to commence within a period of four months of the due date.
- (iii) The leave prescribed by this sub-clause shall include four weekends and shall be for one unbroken period: Provided that the employee may, with the mutual agreement of the employer, be permitted to take his leave in two periods, one of which is not less than 10 days.
- (iv) Where a public holiday falls on what would otherwise be a normal working day, the leave period shall be extended by one day for each public holiday falling within such leave period.
- (v) No employee shall engage in employment, whether for remuneration or not, during the leave period.
- (vi) Any period during which an employee is off sick in excess of two working days up to a maximum of 18 working days per annum shall count as a qualifying period for leave: Provided that where it is required by the employer, a medical certificate shall be produced. Periods of absence on account of an accident arising out of and in the course of an employee's employment shall count for leave purposes if such accident has been admitted as falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence

counting for purposes of the paid leave shall be the periods of disablement admitted by the said Act.

- (vii) Except as otherwise provided herein, employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service, or the date he last became entitled to the paid leave, whichever is the later, and shall include shifts which would normally have been worked during periods of absence on the additional week's paid leave or accumulation thereof in terms of Clause 18(1)(a) of this Agreement.
- (2) Notwithstanding the provisions of sub-clause (1) an employer may elect to observe an annual shutdown commencing in December of each year: Provided that the following provisions shall be observed:
 - (a) He shall pay his employees, prior to the date of the annual shutdown, the full amount of leave-pay due to such employees in terms of this Agreement.
 - (b) Nothing contained herein shall operate to preclude an employer from cancelling the annual shutdown, provided that:
 - (i) such cancellation has resulted from a change in the work schedule of the establishment, and
 - (ii) notice of such cancellation is given prior to 1 October of the year concerned.
 - (c) Notwithstanding any other provision of this Agreement, an employee who has not qualified for leave pay at the date of the shutdown shall be paid a proportionate leave pay as set out in sub-clause (a) above, irrespective of any qualifying period specified in this Agreement.

18. ADDITIONAL PAID LEAVE

- (1) (a) Every employee for whom wages are prescribed in this Agreement shall be entitled to an additional one week's leave, payable at his ordinary rate of wages, on qualifying for his fifth and subsequent leave with the same employer: Provided that the additional leave prescribed in this sub-clause shall be taken at a time mutually agreed on between the employer and employee and shall also count as part of the qualifying period for his next leave.
- (b) The leave prescribed by sub-clause (a) hereof may be accumulated up to a maximum of five weeks.
- (c) The employee may, by mutual agreement with the employer, take payment *in lieu* of the leave prescribed by sub-clause (a). In the event of the

employer and employee failing to agree, the matter shall be referred to the Council for a decision, which shall be final.

- (d) Where the services of an employee are terminated and such employee has accumulated leave in terms of sub-clause (b) standing to his credit, the employer shall pay the employee in lieu of such accumulated leave.
 - (e) An employee, as a result of mergers or take-overs, shall not lose his qualification for the additional leave prescribed in sub-clause (a). The provisions of Clause 27 of this Agreement shall apply.
- (2) Save as is otherwise provided herein, employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service or on the date on which he last became entitled to leave, whichever is the later.

19. FAMILY RESPONSIBILITY LEAVE

- (1) During each leave cycle, an employee shall be entitled to a period of three days' paid leave which may be taken-
- (a) when the employee's child is sick;
 - (b) in the event of the death of a member of the employee's immediate family.
- (2) For the purposes of this clause, an employee's "immediate family" means-
- (a) the employee's spouse or any other person who cohabits with the employee; and
 - (b) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.
- (3) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clauses (1) and (2) hereof for which the leave was taken.

20. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (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 midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (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.
- (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 still birth.
- (5) An employee shall notify an employer of the date on which the employee intends to:
 - (a) commence maternity leave; and
 - (b) return to work after maternity leave.
- (6) Notification in terms of sub-clause (5) shall be given in writing unless the employee is unable to do so:
 - (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (7) The payment of maternity leave benefits shall be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001.

21. ADOPTION LEAVE, COMMISSIONING PARENTAL LEAVE AND PARENTAL LEAVE

Every employee shall be entitled to the following leave:

- (1)
 - (a) Adoption leave benefits of up to 10 consecutive weeks per event, shall be accessed via the Unemployment Insurance Fund, in terms of Section 25A of the Basic Conditions of Employment Act, 1997, as amended.
 - (b) The other parent in such an event will be entitled to parental leave benefits in terms of sub-clause (3).
- (2) (a) Commissioning parental leave of at least 10 consecutive weeks per event, shall be accessed via the Unemployment Insurance Fund, in terms of Section 25A of the Basic Conditions of Employment Act, 1997, as amended.

- (b) The other parent in such an event will be entitled to parental leave benefits in terms of sub-clause (3).
- (3) Parental leave benefits of up to 10 consecutive days per confinement/event when an employee's child is born, shall be accessed via the Unemployment Insurance Fund, in terms of Section 25A of the Basic Conditions of Employment Act, 1997, as amended.

22. TRADE UNION REPRESENTATIVES' LEAVE

- (1) Provided that the party trade union represents ten (10) or more employees employed by the employer, an employee who is an elected representative of one of the party trade unions shall be entitled to take five days' special leave per year during working hours on full pay for the purpose of performing the functions of that office.
- (2) Subject to the provisions of sub-clause (1) the trade union representative shall be entitled to take an additional 10 days' special leave per year during working hours on full pay to attend meetings of this Bargaining Council, provided -
 - (a) the trade union representative is appointed as an official delegate to this Bargaining Council;
 - (b) no more than one such trade union representative shall be appointed from any particular employer for these purposes;
 - (c) that the trade union representative is appointed in terms of the provisions of the Act; and
 - (d) that such leave days may not be accumulated.
- (3) Where an employer, employs fewer than ten (10) but more than five (5) employees, the party trade union shall be entitled to elect one (1) "shop floor rep" from amongst the employees at that employer, provided that the party trade union has the majority of the employees, employed at that employer as members.

A "shop floor rep" elected in terms of this sub-clause shall not be entitled to any trade union representative leave as contemplated in sub-clause 1 and sub-clause 2 hereof.

Furthermore, the "shop floor rep" shall not have any of the Trade Union representative rights as defined in this Agreement and or the Act.

23. INJURY-ON-DUTY ALLOWANCE

Where an employer in terms of Section 47(3) of the Compensation for Occupational Injuries and Diseases Act, 1993, is of a reasonable belief that an employee absent from work resulting from an injury on duty shall be compensated under the said Act and in respect of which a claim has been made under the Act, the employer shall pay an amount to the employee equivalent to 75 per cent of the employees' ordinary hourly rate for such absence up to a maximum period of three months from the date of the accident. The employer shall recover this payment from the Compensation Commissioner.

24. EXTENSION OF INSURANCE COVER FOR INJURY ON DUTY

Every employer shall either arrange with the Compensation Commissioner to extend and maintain the cover provided by the Compensation for Occupational Injuries and Diseases Act, 1993 as amended by the Compensation for Occupational Injuries and Diseases Amendment Act, No 61 of 1997, to all his employees who fall within the provisions of this Agreement or, alternatively, with a mutual association licenced by the Minister to provide benefits at least equivalent to those provided by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended, in respect of his employees who fall within the provisions of this Agreement and whose earnings exceed the earnings ceiling specified in the said Act.

25. PAYMENT FOR PUBLIC HOLIDAYS

- (1) (a) An employee may agree with the employer to exchange a public holiday for any other day, and if so agreed shall not be entitled to any additional payment on such a public holiday.
- (b) Every employee shall, in respect of a public holiday, be paid at his ordinary rate of wages and allowances for the number of hours he would have worked on a normal working day (excluding overtime).
- (c) The payment prescribed in sub-clause (b) hereof shall be deemed to be full payment in respect of such public holiday, and subject to the provisions of Clause 8 of this Agreement no employee shall be entitled to further compensation in respect of such public holiday.
- (d) Notwithstanding the provisions of sub-clauses (b) and (c) hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday: Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate as proof if so required by the

employer, or where the public holiday falls during the period of the annual leave of the employee.

- (e) Where an employer dismisses an employee because of operational requirements, retrenchment or ill-health and the employment is terminated within a period of five (5) working days prior to a public holiday, such employer shall pay the employee in respect of the public holiday.

Where an employer dismisses an employee following an appropriate disciplinary process and the employment is terminated within a period of five (5) working days prior to a public holiday, such employer shall not be required to pay the employee in respect of the public holiday."

- (2) Any employee who is aggrieved by the application to him of any of the provisions of sub-clause (1)(d) hereof may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

26. GENERAL CONTROL

A master installation electrician, an installation electrician, or an electrical tester for single phase, shall exercise general control over all electrical installation work being carried out, and no person shall allow such work without such control.

27. TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

- (1) A contract of employment terminable at the instance of a party may be terminated on notice 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.
- (2) Sub-clause (1) shall not affect-
 - (a) the right of an employer or an employee to terminate a contract of service without notice for any good cause recognised by law as sufficient, and provided that if an employee has been deemed to have absconded the employer must follow a fair procedure recognised by law before deciding whether or not to terminate their contract of employment.
 - (b) any agreement between an employer and an employee providing for a longer period of notice than that contemplated by sub-clause (1).
- (3) Instead of giving an employee notice in terms of sub-clause (1) or any agreement, an employer may pay an employee the wages the employee would

have earned if the employee had worked during the prescribed or agreed period of notice.

- (4) Whenever a contract of service is terminable by notice in terms of sub-clause (1)
 - (a) if the employee fails to give the notice or to work such notice period, the employer may deduct the wages for the notice period;
 - (b) if the employer fails to give the notice or to allow the employee to work during the notice period, the employer must pay the employee the wages the employee would have earned if the employee had worked during the period of notice.
- (5) In the case of a termination as a result of retrenchment, the employer-
 - (a) must inform the Council at least 14 days prior to notice of retrenchment being given.
 - (b) the provisions of the Labour Relations Act of 1995 apply for dismissals based on operational requirements.
 - (c) notwithstanding any other provision in this clause, the employer must give notice to the employee in accordance with sub-clause (1);
 - (d) must pay any employee who is retrenched, in addition to any other moneys due to him, severance pay of one week's wages for each completed year of service.

28. TRANSFER OF CONTRACT OF EMPLOYMENT

- (1) A contract of employment may not be transferred from one employer (referred to as "the old employer") to another employer (referred to as "the new employer") without the employee's consent, unless -
 - (a) the whole or any part of a business, trade or undertaking is transferred by the old employer as a going concern, or
 - (b) the whole or any part of a business, trade or undertaking is transferred as a going concern:
 - (i) if the old employer is insolvent and being wound up or is being sequestered, or
 - (ii) because a scheme of arrangement or compromise is being entered into to avoid winding-up or sequestration for reasons of insolvency.

- (2) (a) If a business, trade or undertaking is transferred in the circumstances referred to in sub-clause (1)(a) above unless otherwise agreed, all the rights and obligations between the old employer and each employee at the time of the transfer shall continue to be in force as if they had been rights and obligations between the new employer and each employee and anything done before the transfer by or in relation to the old employer shall be considered to have been done by or in relation to the new employer.
- (b) If a business is transferred in the circumstances envisaged by sub-clause (1)(b) above, unless otherwise agreed, the contracts of all employees that were in existence immediately before the old employer's winding-up or sequestration shall transfer automatically to the new employer, but all the rights and obligations between the old employer and each employee at the time of the transfer shall remain rights and obligations between the old employer and each employee, and anything done before the transfer by the old employer in respect of each employee shall be considered to have been done by the old employer.
- (3) An agreement contemplated in sub-clause (2) above shall be concluded with the appropriate person or body referred to in Section 189(1) of the Act.
- (4) A transfer referred to in sub-clause (1) shall not interrupt the employee's continuity of employment, which shall continue with the new employer as if with the old employer.
- (5) The provisions of this clause shall not transfer or otherwise affect the liability of any person to be prosecuted for, convicted of, and sentenced for any offence.

29. INTEREST

- (1) If any amount that falls due in terms of Clause 31 of Part I and Clause 2(1) of Part II of this Agreement is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:
 - (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the said 15th day until the full amount is received by the Council.
 - (ii) An employer who does not pay to the Council the levies and contributions payable by him/her and his/her employees each month on the due date as specified in this Agreement shall pay interest to the Pension and or Provident Fund administrator for pension and/or provident fund contributions as prescribed by the Registrar of Pension Funds in terms of Section 13A (7) of the Pension Funds Act, 1956, as amended, and for all other contributions and levies to the Council, as provided for in terms of the

Prescribed Rate of Interest Act, 1975 (Act 55 of 1975) calculated from the due date to the date of payment.

Provided that if the Fund and Council agree, the Council shall collect such Pension/Provident Fund late payment interest on behalf of the Fund.

- (iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this sub-clause, with the exception of Pension and/or Provident Fund interest.

30. TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY

- (1) An employer shall deduct the amount of the subscriptions payable to the party trade union, in respect of each week or part of a week of employment, including the period an employee is on leave in terms of Clause 17 of this Agreement, from the earnings of every employee who is a member of a party trade union and shall forward the amount thus deducted, together with the form specified by the Council, to the Secretary of the Council, not later than the 15th day of each month following that in respect of which the deductions were made: Provided that a signed stop-order is received from the employee indicating the party union of which he is a member.
- (2) Every employer who is a member of the employers' organisation shall forward the levy payable to the Association, in respect of each week or part of a week of employment of each employee for whom wages are prescribed in this Agreement, including the period an employee is on leave in terms of Clause 16 of this Agreement, to the Secretary of the Council, not later than the 15th day of each month following that in respect of which the payments are made: Provided that the employers' organisation shall submit to the Council proof of membership in respect of all new members.
- (3) The appropriate party trade union and the employers' organisation shall indemnify the Council against any claim that may arise in respect of this clause, and when a deduction for subscriptions or the payment of the levy in terms of this clause has been made, irrespective of whether, this amount has been paid over to the said trade union or employers' organisation, the employee or employer concerned shall be deemed to, have paid his subscriptions or levy to the said trade union or employers' organisation.
- (4) The Secretary of the Council shall pay all amounts paid in terms of sub-clauses (1), (2) and (3) hereof to the parties concerned within 30 days of the month in which the amounts were received by the Council.
- (5) The Council shall undertake to render all reasonable services to give effect to this clause for which a maximum amount of three per cent of all contributions and levies in terms of sub-clauses (1), (2) and (3) hereof shall be paid to the Council.

- (6) A sole proprietor, partner, working director or employer engaged in work specified in this Agreement shall be deemed to be an employee in respect of whom contributions are required to be made in terms of sub-clause (2) hereof.

31. BENEFIT FUNDS

- (1) The Council shall provide fixed term contract employees with risk only benefits, namely Death/Group Life Assurance (GLA), Disability Benefits (PHI) and Funeral Benefits.
- (2) In the event that an employee fails to qualify for death, disability, and/or funeral benefits in terms of the Pension and/or Provident Fund Agreements because the employer failed to pay contributions owing in respect of the employee's membership, the employer shall be liable to pay to such employee or his/her beneficiaries an amount of money equal to the death, disability and/or funeral benefits that would have been payable to the employee under the rules of the applicable fund had the contributions been paid by the employer.
- (3) The Council shall provide PHI (disability) and Funeral Risk Benefits in respect of Region A, Region B and Region C Pension and Provident Funds members.
- (4) Retirement Fund contributions shall be as follows:
- (a) Total monthly contributions to the Pension/Provident Funds in respect of all Regions are 15% (50% paid by the employee and 50% paid by the employer).
- (b) For Region C the current contribution rate shall remain 60% employer and 40% employee and shall change in line with (4)(a) one calendar month after approval by the FSCA of the Pension Fund Rules of Region C allowing such a change.
- (5) In the event that a New National Pension Fund comes into operation during the period of operation of this Agreement, all new scheduled employee entrants shall be required to participate in this Fund. The Council shall also provide to the New National Pension Fund PHI (Disability) and Funeral Cover for members.

32. FIXED TERM CONTRACTS

- (1) The provisions of Section 198B of the Labour Relations Act, 1995 are incorporated in this Agreement.
- (2) This clause does not apply to:
- (i) Employees earning more than the Earnings threshold as published by the Minister of Labour from time to time in terms of Section 6(3) of the Basic

Conditions of Employment Act 75 of 1997 [Earnings Threshold Determination];

- (ii) Employers who employ fewer than ten employees;
 - (iii) Employers who employ under 50 people and whose businesses have been in operation for less than two years unless the employer conducts more than one business or his business was formed by the division or dissolution of an existing business.
- (3) An employee can be employed on a fixed-term contract or successive fixed-term contracts for longer than three months *only* if the nature of the work for which the employee is employed is of a limited or definite duration, or if the employer can demonstrate any other justifiable reason for fixing the term of the contract.
- (4) A fixed-term contract for longer than 3 months shall only be justifiable if the employee:
- (i) Is replacing another employee who is temporarily absent from work;
 - (ii) Is employed on account of a temporary increase in the volume of work which is not expected to endure beyond twelve months.
 - (iii) Is a student or recent graduate employed for the purpose of being trained or gaining work experience to enter a job or profession.
 - (iv) Is employed to work exclusively on a specific project which has a limited or defined duration. Notwithstanding this provision, an employer is permitted to move an employee from one site to another provided that there are justifiable reasons for doing so, namely, shortage of work, increase in the volume of work, and skills required. Provided further that the duration of the employee's contract does not extend beyond the agreed contract period unless the parties have agreed in writing to extend the contract.
 - (v) Is a non-citizen who has been granted a work permit for a defined period.
 - (vi) Is employed to perform seasonal work.
 - (vii) Is employed for the purposes of an official public works scheme or similar public job creation scheme.
 - (viii) Is employed in a position funded by an external source for a limited period.
 - (ix) Has reached the normal or agreed-upon retirement age applicable in the employer's business.
- (5) Employment on a fixed-term contract concluded or renewed in instances where the employer cannot prove that the work the employee is employed to do is of a limited or definite duration, or where the employer cannot demonstrate any

justifiable reasons for making the contract a fixed-term contract, shall be deemed to be of an indefinite period.

- (6) An offer to employ an employee on a fixed-term contract or to renew or extend a fixed-term contract *must* be in writing and the reasons for fixing the period of the contract must be stated.
- (7) Employees employed on fixed-term contracts for longer than three months must *not* be treated less favourably than employees employed on a permanent basis and who perform the same or similar work unless there is a justifiable reason for the different conditions.
- (8) The employer *must* provide all employees with equal opportunities to apply for vacancies.
- (9) Employers who employ people on fixed-term contracts to work exclusively on a specific project with a limited or defined duration exceeding 24 months *must* pay the employee, on expiry of the contract, one week's remuneration for each completed year of the contract, calculated in accordance with Section 35 of the BCEA.
- (10) However, should an employer offer an employee alternative employment with the same or any other employer and the employee refuses to accept such offer which is on the same or similar terms, such employee is not entitled to one week's remuneration.
- (11) In cases where an employee is engaged on a fixed term contract, and such employee has not previously contributed to the Electrical Industry Pension/Provident Fund, the employer shall cover such employee only for the purposes of risk benefits, that is death, disability, funeral and sick pay, whilst employed on such fixed term contract: Provided this shall not apply to an employee who was previously a member of the Pension/Provident Fund and has not withdrawn from such Fund. Provided that should such employee be employed on a further fixed term contract with the same employer within 90 days of the termination of his original fixed term contract, the employer and employee shall contribute towards the employee's Pension/Provident Fund.
- (12) In any proceedings, the employer bears the onus of proving that there was a justifiable reason for fixing the term of the contract and that the period was agreed to.

33. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- (1) (a) Every employer in the Electrical Industry shall, within 30 days of the date of coming into operation of this Agreement, register with the Council by forwarding to the Secretary of the Council the following particulars, on the form prescribed by the Council, together with the registration fee prescribed:

- (i) full name of business,
- (ii) business address,
- (iii) full names of owners/partners/directors/members,
- (iv) residential address of owners/partners/directors/members,
- (v) the registration fee determined by the Council from time to time and provided that it shall not exceed R3 000.00;
- (vi) the name of the registered person who is employed in a full-time capacity, in terms of the Electrical Installation Regulations, 2009;
- (vii) the full names of all other employees who fall within the scope of the Main Collective Agreement, including identity numbers, categories of employment, residential addresses and, in respect of each individual employee or employer, any additional personal particulars as may be required by the Council from time to time, and by endeavouring to submit the completed beneficiary form to Council within 30 days of date of registration.

In the event that the staff complement changes at any time during the course of operation of the business, the employer must notify Council within 30 days of such changes and shall furnish all other particulars required in terms of this clause.

Documentation, as required in terms of the Financial Intelligence Centre Act, 38 of 2001 ("FICA") shall be submitted to the Council for all new employer registrations. Currently registered employers shall also be required to submit this information as and when required in terms of legislation.

Any changes to the information that the Council has on files must be furnished to it within 30 days of such changes.

- (viii) an electrical contractor's certificate of registration issued by the Chief Inspector, or a person appointed by him in terms of the Electrical Installation Regulations, 2009, made under the Occupational Health and Safety Act, 1993,
- (ix) satisfactory proof of registration with the Unemployment Insurance Fund, the Compensation Fund Commissioner, the relevant local authority, and the South African Revenue Service. The requirements prescribed by this paragraph shall be maintained during the period of registration, and evidence of the continued validity thereof shall be produced at the request of the Council. If there is any change to the above requirements, the Council shall be notified within 30 days.

- (x) the Council shall not register any person as an employer who is registered as an employee in the industry unless he or she has the written permission of their employer to do so.
 - (b) An employer who has already, prior to the date of coming into operation of this Agreement, furnished the particulars required under this clause shall be deemed to have complied with the provisions thereof and to be registered with the Council.
 - (c) Employers entering the Industry after the date of coming into operation of this Agreement shall register with the Council and shall furnish the particulars required under sub-clause (a) above within 30 days of commencing operations.
 - (d) Should the business cease to exist, the Council shall be notified within 30 days.
- (2) Every employer to whom this Agreement applies, but who is not registered in terms of the provisions of sub-clause (1)(a) of this clause, shall be deemed to be registered from the date of commencement of his business and shall observe the provisions of this Agreement.
- (3) All applications for registration shall be made directly to the Secretary of the Council in the area in which the employer is operating or intends to operate his business. The postal addresses of the Regional Councils are attached as ADDENDUM 4.

34. COMPLIANCE BY CONTRACTORS SUBCONTRACTING WORK TO ANOTHER PERSON OR TO A SUBCONTRACTOR (INCLUDING TEMPORARY EMPLOYMENT SERVICES)

No contractor shall enter into an agreement to subcontract electrical work to another person, subcontractor, or temporary employment service that is subject to the provisions of the Council's Main Collective Agreement, unless at the time of entering into the agreement, the contractor informs the Council of such agreement with the subcontractor and the details of the site where the subcontractor is operational.

Provided further that no person may utilise a temporary employment service for work in connection with the Electrical Industry as defined in the Council's Main Collective Agreement, unless both the person and the temporary employment service are, at all times during the use of the temporary employment service, employers in good standing with the Council.

The provisions of Section 198 of the Act read with Clauses 40 and 41 of the Council's Main Collective Agreement shall apply to any person who enters an agreement to utilize a temporary employment service for work in connection with the Electrical Industry.

35. TRAINING OF ELECTRICAL CONSTRUCTION OPERATORS

(1) Upgrade from Electrical Assistant to Elconop 1:

When an employer upgrades an employee from Electrical Assistant to Elconop 1, he shall inform the Council in writing within thirty days from the date thereof, and apply to the Council for a new registration card to be issued to the employee.

(2) Upgrade from Elconop 1 to Elconop 2:

When an employer wishes to upgrade an employee from Elconop 1 to Elconop 2, he shall arrange for the Elconop 1 to attend the prescribed formal training course at an institutionalised training centre accredited by the appropriate "SETA". Should the Elconop 1 be successful in the examination, he shall from the date of undertaking such examination be promoted to Elconop 2 and the employer shall apply to the Council for a new registration card to be issued to such employee.

(3) Upgrade from Elconop 2 to Elconop 3:

The provisions of sub-clause (2) above shall apply in upgrading an Elconop 2 to an Elconop 3, save that the Elconop 2 must have been employed as an Elconop 2 in the Industry for a continuous period of at least 12 months.

(4) Requirements while undergoing training:

- (i) The employee shall be remunerated as an Electrical Assistant whilst undergoing on-site training to upgrade to an Elconop 1 and an employer shall allow him to perform the duties of an Elconop 1 during this period.

The on-site training shall not exceed a period of three months.

Should the employee not be deemed to be competent as an Elconop 1 by the employer at the end of the on-site training period, he shall immediately revert to employment on the previous terms and conditions applicable to him as an Electrical Assistant.

- (ii) The employee shall be remunerated as an Elconop 1 whilst undergoing formal training at an institutionalised training centre, to upgrade to an Elconop 2;

The employee shall be remunerated as an Elconop 2 whilst undergoing formal training at an institutionalised training centre, to upgrade to an Elconop 3;

- (iii) For a period not exceeding three months after undertaking the prescribed formal training, an employer shall be permitted to provide on-site training for the Elconop 1 prior to him undertaking the examination for Elconop 2 and allow him to perform the duties of an Elconop 2. The employer shall not be required to pay the wages of an Elconop 2 during the period the Elconop 1 is receiving on-site training.
- (iv) The provisions of sub-clause (4)(iii) above shall apply in upgrading an Elconop 2 to Elconop 3.
- (5) All Elconop 1, Elconop 2, and Elconop 3 employees shall be issued with a registration card in the manner and form prescribed by the Council. Such registration card shall contain a photograph of the employee and his category of employment. Such card shall at all times during working hours be carried on the person of the employee. No fee shall be charged for the first issue of the card. A fee of R100 shall be charged for replacement cards should the first card require to be replaced.

36. OUTWORK

- (1) No employee whilst in the employ of an employer shall solicit, undertake, or perform any work other than on behalf of his own employer in the Electrical Industry, whether for remuneration or not, during or outside of the ordinary hours of work or working days prescribed in Clause 6 of this Agreement, save that such employee may carry out work on his own premises outside of normal working hours.
- (2) No employer shall employ any employee of another employer in the Electrical Industry, whether for remuneration or not, during or outside of normal working hours or during any leave period of such employee.

37. PIECEWORK AND INCENTIVE PAYMENTS

- (1) The giving out by employers or the performance by employees of work on a piecework basis is prohibited.
- (2) Notwithstanding the provisions of sub-clause (1) of this clause, it shall be permissible, by mutual agreement between any individual employer and his employee, to introduce and to operate a system of incentive payments: Provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in this Agreement: Provided further that the other provisions of this Agreement are adhered to in every respect: Provided further that apprentices shall not be allowed to participate in such a system.

38. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

No employer shall employ any person under the age of 15 years.

39. HIV POLICY

Both employers and employees shall observe the Code of Good Practice: Key Aspects of HIV/AIDS and Employment published under Government Notice No. R. 1298 of 1 December 2000.

40. TEMPORARY EMPLOYMENT SERVICES

- (1) The provisions of Section 198 and Section 198A of the Labour Relations Act, 1995 are incorporated in this Agreement.
- (2) All temporary employment services as referred to in Section 198 of the Act, shall register with the Council if they provide to a client, employees to perform any work falling within the definition of "Electrical Industry".
- (3) No employer may use the services of employees procured from a temporary employment service, unless such service provides sufficient proof of -
 - (a) registration in terms of the Unemployment Insurance Act, 1966;
 - (b) registration in terms of the Compensation for Occupational Injuries and Diseases Act, 1993;
 - (c) registration with this Council; and
 - (d) compliance with the provisions of this Agreement.

An employer who procures the services of an employee or employees from a temporary employment service shall complete a form in the format of ADDENDUM 2 of this Agreement in respect of each such employee, and such form shall be signed by both the employer and the employee concerned declaring that the particulars are correct.

- (4) The form referred to in sub-clause (3) shall contain the following particulars:
 - (a) The name, telephone number, residential address, and identity number of the employee,
 - (b) the business name, business telephone number and physical business address of the temporary employment service concerned,
 - (c) the date from which the employer uses the services of the employee and the expected termination date,

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- (d) the site address where the services of the employee are to be used,
 - (e) the anticipated normal working hours and overtime to be worked by the employee, and
 - (f) the occupation applicable to the employee in terms of this Agreement.
- (5) The employer shall submit the form referred to in sub-clause (3) above to the Council within five working days after he has commenced using the services of the employee or employees.
- (6) In terms of Section 198(4) of the Act, the temporary employment service and the employer shall jointly and severally be liable if the temporary employment service, in respect of its employees, contravenes any of the conditions of this Agreement.
- (7) If the client of a temporary employment service is jointly and severally liable in terms of Section 198(A) or is deemed to be the employer of an employee in terms of Section 198 A(3)(b)
- (a) The employee may institute proceedings against either the temporary employment service or the client;
 - (b) A designated Council Agent acting in terms of this Agreement may secure and enforce compliance against the temporary employment or the client as if it were the employer, or both; and
 - (c) Any order or award made against a temporary employment service or client in terms of this sub-clause may be enforced against either.
- (9) The temporary employment service shall be required to comply with all the terms and conditions of this Agreement and the relevant Pension/Provident Fund Agreements referred to in Clause 31 of this Agreement.
- (10) Should the temporary employment service be a member of an employers' organisation that is a party to the Council, the provisions relating to trade union membership and subscriptions and payment of employer's organisation levies shall apply.
- (11) The Council staff shall conduct wage book inspections at all temporary employment services every 6 months.

41. TEMPORARY EMPLOYMENT SERVICES PROVISIONS IN RESPECT OF EMPLOYEES EARNING BELOW THE EARNINGS THRESHOLD

- (1) This section only applies to employees earning below the earnings threshold as published by the Minister of Employment and Labour from time to time in terms

of Section 6(3) of the Basic Conditions of Employment Act, 75 of 1997 [Earnings Threshold Determination].

- (2) For the purposes of this Agreement, an employee:
- (a) Performing a temporary service as per the temporary service definition for the client is the employee of the temporary employment services; or
 - (b) Not performing such temporary service for the client is deemed to be the employee of that client and the client is deemed to be the employer; and subject to the justification provisions in Clause 40 and 41, employed on an indefinite basis by the client.
- (3) All the terms and conditions of this Agreement shall apply in respect of an employee deemed to be employed on an indefinite basis.

42. PROHIBITION OF CESSION AND/OR SET-OFF

- (1) No claim whatsoever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.
- (2) Set-off between any amounts payable to an employee referred to in Clause 16 of this Agreement and any amounts payable by such employee, the deduction of which is prohibited by that clause, shall not operate, and is expressly excluded, and this provision shall be deemed to be a term of every contract of employment between employer and employee.

43. FIRST- AID

Every employer shall provide and maintain in good order suitable first-aid equipment as prescribed in Regulation 3 of the General Safety Regulations, 1986, made under the Occupational, Health and Safety Act, 1993, on any premises where employees are employed by him.

44. CERTIFICATE OF SERVICE

Every employer shall provide each employee, on the termination of his employment, with a certificate of service showing the full names of the employer and the employee, address of the employer, the category of the employment, the date of commencement and the date of termination of employment.

45. STORAGE, INSURANCE AND PROVISION OF TOOLS

- (1) Lockup facilities shall be provided by the employer on all sites and workshops for locking up tools.
- (2) Every employer shall take out an insurance policy with a registered insurance company, insuring tools which are the private property of skilled employees in his employ against the loss or destruction or damage of the tools through fire or theft whilst on the employer's premises.

The maximum cover under this clause shall be R3 000.00 per employee: Provided that 10 per cent of any loss or damages for which payment is claimed shall be borne by the employee: Provided further that an employer shall require a skilled employee, within seven days of the commencement of his employment, to submit to him a mutually agreed inventory of the tools in his possession, , and the skilled employee shall comply with such requirements to enable the employer to effect the insurance prescribed above. The employer may verify such inventory from time to time.

- (3) Examples of tools that a "skilled employee" may be required to have in his possession from time to time include but are not limited to the following:

electrician's pliers, long-nose pliers, tape measure (6m), hacksaw (junior and ordinary), cable knife, wire strippers, one 15cm and one 30cm shifting spanner, ballpein hammer, spirit level, set square (15cm), soldering iron, crimping pliers, side cutters (diagonal type), six assorted screwdrivers, carpenter's hammer, tin snips, six assorted standard flat and/or ring spanners, one small and one large wood chisel, set of allen keys and water pump-pliers.

- (4) The employer shall, where such tools are necessary, provide-

flat and round files with handles, stocks-and-dies, chasing chisels, masonry drills, electrical testing instruments, geyser spanners, hole saws, benders, reamers, fish tapes, twist drills, die nuts, chassis punches and electric power tools: Provided that such tools shall remain the property of the employer. The employee shall exercise due care in the use of/and storage of tools provided by his employer.

The employer shall be entitled to make a deduction from the remuneration payable to any employee for the loss of the employer's equipment signed for by such employee or the insurance excess payable on the loss of any such equipment.

- (5) For the purposes of this clause, "skilled employee" shall mean a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician, an artisan, a domestic electrical installer, an apprentice, an Elconop 2, and an Elconop 3.

46. ADMINISTRATION OF AGREEMENT

- (1) The Council shall be the body responsible for the administration of this Agreement.
- (2) Every employer shall keep in his establishment a legible copy of this Agreement which shall be reasonably available and accessible upon request.
- (3) Every employer shall display in his establishment, in a place readily accessible to his employees, a notice stating the starting and finishing time of work.

47. DESIGNATED AGENTS

The Council shall request the Minister, in terms of Section 33 of the Act, to appoint persons to be designated agents to assist in giving effect to this Agreement. A designated agent shall have the powers conferred upon him in terms of Section 33A read with Schedule 10 of the Act.

48. TRADE UNION ACCESS

- (1) Any office-bearer or official of the representative trade unions shall be entitled to enter the employer's premises or place of work in order to recruit members or communicate with members, or otherwise serve their interests.
- (2) A representative trade union shall be entitled to hold meetings with employees outside their working hours at the employer's premises or place of work.
- (3) The members of a representative trade union shall be entitled to vote at the employer's premises or place of work in any election or ballot contemplated by the trade union's constitution.
- (4) The rights of access granted in sub-clauses (1), (2), and (3) above are extended to any place of work provided that the party trade union be granted access by the client and the principal contractor.
- (5) The rights conferred by this section shall be subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.

49. EXEMPTIONS

- (1) In terms of Section 32 of the Act the Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason within 30 days from the date of receipt of such application.

- (2) All applications for exemption shall be in writing (on an application form provided by the Council) and shall be addressed to the Regional Manager of the Council in the relevant region for consideration by the Regional Exemptions Committee.
- (3) All applications for exemptions shall be substantiated, and such substantiation shall include the following details:
 - (a) the period for which the exemption is required,
 - (b) the Agreement and clauses or sub-clauses of the Agreement from which the exemption is required,
 - (c) proof that the exemption applied for has been discussed by the employer, his employees, and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included with the application.
- (4) The Regional Manager of the Council shall place the applications for exemption on the agenda of the next Regional Exemptions Committee meeting for consideration.
- (5) The Regional Manager shall provide the Regional Exemptions Committee with details of all the applications for exemption.
- (6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or objectors at its following meeting:
- (7) The Council may defer a decision to a following meeting if additional substantiation, information, or verbal representations are considered necessary to decide on the application for exemption.
- (8) Once the Council has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (9) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.
- (10) Exemption criteria:

The Council shall consider all applications for exemption with reference to the following criteria:

 - (a) The written and verbal substantiation provided by the applicant,
 - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted,

- (c) the terms of the exemption,
 - (d) the infringement of basic conditions of employment rights,
 - (e) wilful disregard of the Main Agreement displayed prior to the application for exemption,
 - (f) the fact that a competitive advantage may not be created by the exemption,
 - (g) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparative bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth, and stability,
 - (h) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical industry,
 - (i) any existing special economic or other circumstances which warrant the granting of the exemption,
 - (j) reporting requirements by the applicant and monitoring and re-evaluation processes, and
 - (k) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
 - (l) Once a notice to attend arbitration proceedings has been issued, no employer or employee may make application for exemption from any provision of the Collective Agreement to which the arbitration notice relates.
 - (m) Any exemption applied for after the notice to attend arbitration has been issued shall not stay the arbitration proceedings. The arbitrator shall be requested to make an appropriate arbitration award.
- (11) In terms of Section 32 of the Act, the Council hereby establishes an Independent Appeal body to hear and decide as soon as possible, but no later than 30 days after the appeal is lodged, against –
- (i) the Council's refusal of an application for exemption from the provisions contained in this Agreement,
 - (ii) the withdrawal of such exemption by the Council.

Provided that such appeals are lodged with Council within 30 days from the date of receipt of the outcome of the exemption application.

- (12) The Secretary shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal body for a decision.
- (13) The Independent Appeal body shall consider all applications within 14 days of receipt reference to the criteria set out in sub-clause (11) above and shall ensure that the applications are not in conflict with the primary objects of the Act.
- (14) The Independent Appeals Body may defer a decision to a subsequent meeting if additional motivation, information, or verbal representations are considered necessary to decide the application for exemption.
- (15) The Independent Appeals Body shall issue a certificate within 14 days of the date of its decision to uphold the appeal and grant exemption. The certificate should specify the terms of the exemption and the reporting requirements by the applicant and the monitoring and re-valuation processes.
- (16) The Independent Appeals Body shall advise the applicant(s) within 10 working days of the date of its decision not to grant exemption or part of an exemption requested and shall provide a written reason or reasons for the decision not to grant exemption.

50. NEGOTIATING PROCEDURES

- (1) Where any party to the Council wishes to initiate negotiations for the amendment of any existing Agreement or the introduction of a new Agreement, the party shall submit its proposals in writing to the Secretary.
- (2) The Secretary shall immediately arrange for the proposals to be circulated to all interested parties and shall take steps to arrange a negotiating meeting within 45 days of receipt of the proposal. The date of the first negotiating meeting shall be decided at the next meeting of the Council and such negotiating meeting shall be held within 30 (thirty) days of the Council meeting.
- (3) Further negotiating meetings may be held by agreement between the parties, who may also agree on any procedures, documentation, or any other matters for the purposes of assisting the negotiations.
- (4) If the negotiations have not been concluded within the 30 (thirty) days of the first negotiating meeting held, or as otherwise agreed between the parties, any party to those negotiations may declare a dispute by notice in writing to the Council and shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute. This service shall be effected by means of telefax, hand delivery or registered post.
- (5) Industry disputes shall be processed in accordance with Clause 52(4). All other disputes shall be processed in accordance with Clause 52(1) to 52(3) of this Agreement.

51. GENERAL RULES GOVERNING CONCILIATIONS AND ARBITRATIONS CONDUCTED UNDER THE AUSPICES OF THE COUNCIL

- (1) Notwithstanding the following procedures and rules, any omissions there from shall be dealt with in accordance with the Rules for the Conduct of Proceedings before the CCMA as amended from time to time.
- (2) How to bring an application
 - (a) This rule applies to any application for condonation, joinder, substitution, variation or recession, application in a jurisdictional dispute or any other preliminary application. All applications must comply with Rule 31 of the CCMA rules.
- (3) How to apply to vary or rescind arbitration awards or rulings
 - (a) An application for the variation or rescission of an arbitration award or ruling must be made within 14 days of the date on which the applicant became aware of the arbitration award or ruling or became aware of a mistake common to the parties to the proceedings.
 - (b) A ruling made by a Council appointed conciliator or arbitrator which has the effect of a final order, shall be regarded as a ruling for the purposes of this clause.
- (4) Condonation for failure to comply with the rules

The Council or arbitrator or conciliator may condone any failure to comply with the time frames in this clause, on good cause shown.

52. RESOLUTION OF DISPUTES

(1) Procedure to enforce compliance with this Agreement

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

- (a) The appointed official of Council shall investigate the alleged breach.
- (b) If, upon completion of the investigation, the appointed official of Council has reason to believe that this Agreement has been breached, the appointed person may endeavor to secure compliance with the Agreement by any or all of the following means:

- (i) issue a compliance order requiring any person bound by the Collective Agreement to comply with the Collective Agreement within a specified period;
- (ii) refer the matter to arbitration in terms of this Agreement;
- (iii) a designated agent of Council shall have all the powers conferred to him in terms of Section 33 read with Section 33A and Schedule 10 of the Act.

(c) Arbitration

- (i) Upon referral of the unresolved dispute to arbitration, Council shall appoint an arbitrator from its panel to hear and determine the alleged breach of this Agreement. The arbitrator shall be independent of the Council.
- (ii) The Council shall decide the date, time, and venue of the arbitration hearing, but shall give the parties at least 21 days written notice of an arbitration hearing, unless the parties agree to a shorter period.
- (iii) The Council shall serve notice of the date, time, and venue of the arbitration on all parties who may have a legal interest in the outcome of arbitration.
- (iv) Any party who has a legal interest in the outcome of the arbitration shall have the right to:
 - give evidence
 - call witnesses
 - question the witnesses of the other party
 - address the concluding arguments with the arbitrator
 - be represented by a legal practitioner or co-employee or any office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.

(d) The arbitrator shall have the following powers:

- (i) To determine whether there has been a breach of this Agreement.
- (ii) To make any appropriate award that gives effect to the Collective Agreement and to ensure compliance therewith.
- (iii) To conduct the arbitration in a manner and form that he considers appropriate in order to determine the dispute fairly and quickly but shall deal with the substantial merits of the dispute with the minimum of legal formalities. Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give

evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.

- (iv) The appointed arbitrator may at any stage prior to or during the arbitration proceedings, suspend the arbitration proceedings and attempt to resolve the dispute through conciliation with the consent of all the parties to the dispute. If appropriate, the arbitrator may refer the dispute to another conciliator to be conciliated.
- (v) To adjourn the arbitration proceedings to a later date or to make an award in the absence of a party who is alleged to have breached the Agreement, if:

Such party fails to appear in person or to be represented at the arbitration proceedings, and *prima facie* evidence has been presented to the arbitrator that the party in question has failed to comply with this Agreement. Provided that proof is presented that written notification has been forwarded to such party –

- (a) by registered mail to such party's last known address or an address chosen by that person to receive service and 21 days have lapsed since such notification has been mailed; or
- (b) by fax transmission to such party's last known fax number; or a fax number chosen by that person to receive service and 21 days have lapsed since such notification has been faxed; or
- (c) by hand delivery to such party's last known business or residential address; or an address chosen by that person to receive service and 21 days have lapsed since such notification has been hand delivered.
- (d) by emailing a copy of the document to the person's email or an email address chosen by that person to receive service.
- (e) by any other form of delivery recognised in terms of the Rules of the CCMA.
- (f) a document may also be served -
 - (i) on a company or other body corporate by handing a copy to a responsible employee of the company or body at its registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;
 - (ii) on an employer by handing a copy of that document to a responsible employee of the employer at the workplace where

the employees involved in the dispute ordinarily work or worked;

- (iii) on a trade union or employers' organisation by handing a copy of that document to a responsible employee or official at the main office of the union or employers' organization or its office in the magisterial district in which the dispute arose;
 - (iv) on a partnership, firm, or association by handing a copy of that document to a responsible employee or official at the place of business of the partnership, firm, or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or chairman or secretary of the managing or other controlling body of the association, as the case may be;
 - (v) on a municipality, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;
 - (vi) on a statutory body by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body or
 - (vii) on the state or a province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.
- (g) If no person identified in (e)(i) to (e)(vii) above is willing to accept service, it may be effected by affixing a copy of the document to:
- (i) the main door of the premises concerned; or
 - (ii) if this is not accessible, a post box or other place to which the public has access.
- (vi) The arbitrator conducting arbitration in terms of this sub-clause has the powers of a Commissioner in terms of Section 33A, Section 142 and Section 138 of the Act, read with the changes required by the context.
- (vii) The appointed arbitrator shall have the power to vary, rescind or amend any arbitration award issued by him or by any arbitrator on application by any affected party or on his own accord within 14 days of the date on which the applicant became aware of the arbitration award or ruling or a mistake common to the parties to the proceedings and without limiting the generality hereof shall have this power if:
- the award was erroneously sought or erroneously made,
 - made in the absence of any party affected by the award;

- the award is ambiguous;
 - contains an obvious error or omission, but only to the extent of that ambiguity, error, or omission the award was granted as a result of a mistake common to the parties to the proceedings.
- (e) Any award made by the arbitrator, shall be served on all interested parties by the Council and must be made within 14 days after the expiry of the arbitration proceedings.
- (f) The Council may apply to make the arbitration award an order of court in terms of Section 143 or Section 158(1) of the Act.
- (g) The Council may apply for a writ of execution to enforce the order of court made in terms of Section 143(1) of the Act.
- (h) The provisions of this procedure shall apply in addition to any other legal remedy which the Council may apply to enforce a Collective Agreement. In the event that the Council has to instruct a debt collecting agency or a legal practitioner to collect and or to litigate in respect of any amount due to it by the defaulter in terms of any arbitration award, the defaulter shall also be liable in terms of this clause for payment of any commission and any other litigation costs incurred in the enforcement and collection thereof.
- (i) If the arbitrator finds that any party to the dispute has failed to comply with a provision of Council's Collective Agreements which are binding on that party, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with Section 29(2) of Schedule 7 of the Act, read with Section 33A of the Act. An arbitrator shall also include in an order, any interest that is due in terms of Clause 29 of the Council's Main Collective Agreement and an arbitration fee of R500.00.
- (j) Notwithstanding the provisions of this clause, the Council may utilise Section 33A, Section 142 and Schedule 10 of the Act to monitor and enforce compliance with its Collective Agreements.
- (k) Despite the provisions of this clause, a Council agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with any provision of this Agreement if that amount has been payable by the employer to the employee for longer than 12 months before the date on which a complaint was made to the Council by or on behalf of that employee or, if no complaint was made, the date on which a Council agent first endeavored to secure compliance. If such complaint as referred to above is received by Council after 12 months, such a complaint will be accompanied by a condonation application. Such condonation application will be considered by a Commissioner appointed by the Council.

- (l) Despite the aforesaid, if the non-compliance relates to unpaid Pension and or Provident Fund contributions, the Council must issue a compliance order to secure compliance for the period permitted by legislation..
- (2) **Procedure for Disputes about the Interpretation and/or Application of this Agreement or Council's Constitution:**
 - (a) If a dispute is referred to the Council by any party to Council, or any legal entity or person who falls within the registered scope of Council, it shall attempt to resolve the dispute through conciliation and if the dispute remains unresolved after conciliation, the Council shall appoint an arbitrator from its panel to arbitrate the dispute unless otherwise agreed to between all parties to the dispute. The arbitrator shall be independent of the Council.
 - (b) Any party or legal entity or person wishing to lodge such a dispute shall notify the Council in writing setting out all the details of the dispute. A copy of such notification shall be served on all parties to the dispute in accordance with Rule 5 of the Rules for the Conduct of Proceedings before the CCMA.
 - (c) The Council shall arrange a conciliation meeting of the parties to the dispute within 14 days of the date it received the completed referral. However, the parties to the dispute may agree to extend the 14-day period.
 - (d) In conciliation proceedings a party to the dispute may appear in person or be represented only by a director or employee of that party and if a close corporation also a member thereof, or any member, office bearer or official of that party's registered trade union or registered employers' organisation.
 - (e) **Appointment of Conciliator**
 - (i) The Council may appoint a conciliator from its panel to attempt to resolve the dispute.
 - (ii) Any conciliator appointed in terms of this sub-clause shall have all of the powers conferred to him in terms of Section 33A, Section 142, Section 138, and Section 142A of the Act.
 - (iii) Any conciliator appointed in terms of this clause shall determine a process to attempt to resolve the dispute which may include:
 - mediating the dispute, or
 - conducting a fact-finding exercise, or
 - making a recommendation to the parties, which may be an advisory award.
 - (f) **Post Conciliation Procedures**
 - (i) When conciliation has failed, or at the end of the 30-day period or any further period agreed to between the parties, the conciliator must: issue a certificate stating whether or not the dispute has been resolved and

- (ii) serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
 - (iii) the original certificate must be filed with the Council
- (g) If the dispute is not resolved at the conciliation meeting referred to in sub-clause (2)(c) above, it shall be referred to arbitration, unless otherwise agreed to between the parties to the dispute.

The Council shall appoint an arbitrator who is available to commence the arbitration within 21 days from the date the dispute was not resolved at conciliation, unless otherwise agreed to between the parties to the dispute. The powers of the arbitrator shall be the same as in Clause 52(1)(d) above read with the changes required by the context.

- (h) In arbitration proceedings, a party to the dispute may appear in person or be represented only by a legal practitioner, a director or employee of that party and if a close corporation also a member thereof or any member, office bearer or official of that party's registered trade union, or registered employers' organisation,
- (i) The arbitrator shall make a determination within 14 days of the completion of the hearing unless otherwise agreed to between the parties to the dispute.

Any party to the dispute who alleges a defect in the arbitration proceedings may apply to the Labour Court for an order setting aside the arbitration award in terms of Section 145 of the LRA.

- (j) Any party to the dispute may apply to make the arbitration award an order of court in terms of Section 143 or Section 158(1) of the Act.
- (k) The arbitrator may on his/her own accord or on the application of any affected party, vary or rescind an arbitration award or ruling in terms of Section 144 of the LRA read with Rule 31 and Rule 32 of the CCMA Rules.

(3) Procedure for Unfair Dismissal and Unfair Labour Practice Disputes

- (a) An employee may refer a dispute to the Council for conciliation by completing the Council's referral form and serving it on Council.
- (b) Notwithstanding, sub-clause (3)(a) the Council may accept a referral form referred to it by the CCMA or a Bargaining Council or from the Department of Employment and Labour.
- (c) The referring party must:
- (i) sign the referral form

- (ii) attach written proof that the referral form was served on the other parties to the dispute by means of telefax, or hand delivery or registered mail.
- (iii) attach an application for condonation on the prescribed form if the referral form is filed late i.e., outside of the 30-day time period in the case of alleged unfair dismissal calculated from the date of dismissal or if it is a later date outside 30 days of the employer making the final decision to dismiss or uphold the dismissal or, in the case of an unfair labour practice, outside 90 days of the date of the act or omission which allegedly constitutes the unfair labour practice, or if it is a later date, outside of 90 days of the date on which the employee became aware of the act or occurrence.
- (d) The Council must refuse to accept the referral form until sub-clause (3)(c) has been complied with.
- (e) The Council must give the parties at least 14 days written notice of a conciliation hearing unless the parties agree to a shorter period of notice.
- (f) In conciliation proceedings a party to the dispute may appear in person or be represented only by a director or employee of that party and if a close corporation also a member thereof, or any member, office bearer or official of that party's registered trade union or registered employers' organisation,
- (g) The Council's conciliator may contact the parties by telephone or by other means, prior to the commencement of the conciliation, in order to attempt to resolve the dispute.
- (h) If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the Council must require the referring party to prove that the Council has the jurisdiction to conciliate the dispute.
- (i) Any conciliator appointed in terms of this clause shall determine a process to attempt to resolve the dispute which may include:
 - mediating the dispute, or
 - conducting a fact-finding exercise, or
 - making a recommendation to the parties,
 - which may be an advisory award.
- (j) When conciliation has failed, or at the end of the 30-day period or any further period agreed to between the parties, the conciliator must-
 - (i) issue a certificate stating whether or not the dispute has been resolved; and

- (ii) serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
 - (iii) the original certificate must be filed with the Council.
- (k) The conciliator shall advise the referring party of his right to refer the unresolved dispute for adjudication within 90 days after the date on which that certificate was issued:
- (i) to the CCMA for reasons in terms of Section 191(5)(a) of the LRA if the Council is not accredited to arbitrate the dispute in terms of Section 127 of the LRA; or
 - (ii) to refer the dispute to the Labour Court for adjudication for reasons in terms of Section 191(5)(b) of the LRA.

(4) Procedures for disputes about negotiations

- (a) In the event of a dispute arising in terms of Clause 52, the Council shall use its best endeavours to settle the dispute and shall meet as often as it deems necessary for this purpose. In the course of its deliberations the Council shall give consideration to the following:
- (i) appointing a subcommittee to meet within a specified number of days, for the purpose of attempting to resolve the dispute or to recommend to the Council a process by which the dispute may be resolved, or
 - (ii) referring the dispute to mediation by a mediator who is acceptable to both parties to the dispute.
 - (iii) instructing the Secretary of the Council to issue a certificate stating that the dispute remains unresolved.
- (b) If the dispute has not been settled within 30 (thirty) days from the date on which the dispute was referred to the Council, and if the parties have not within that period agreed on a process to resolve the dispute, any party to the dispute shall be entitled to pursue whatever means are available under the Act to process that dispute.

53. ENFORCEMENT OF THE MAIN COLLECTIVE AGREEMENT

- (1) In addition to the provisions of any other dispute procedure in terms of this Agreement or in terms of the Labour Relations Act, 1995, the Council authorises a designated agent to issue a compliance order requiring any person bound by that Collective Agreement to comply with the Collective Agreement within a specified period.

- (2) The Council may refer any unresolved dispute with and or alleged breach of any of the provisions of the Main Collective Agreement to arbitration by an arbitrator appointed by the Council.

54. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Every provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

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1. ALLOWANCES

(1) Travelling and subsistence allowances

(a)

- (i) Whenever a job or working site is situated outside a radius of 15km of the employer's establishment and in instances where the employee is required to report at the establishment before proceeding to the working site, / or to return after the shift, and the employee can reasonably be said to be able to and does return to his home every day, the employer shall provide suitable transport both ways.
- (ii) Any time occupied by an employee making use of the employer's transport in proceeding to or from the working site which is situated outside a radius of 15km of the employer's establishment, as a result of being expected to first report to the establishment, shall be one way in his own time and the other way during the normal working hours: Provided that time spent in travelling between jobs during that day shall be in the employer's time.
- (iii) However, if the employee is required to make use of his own vehicle to travel to the site as a result of being expected to first report to the establishment, the employer shall pay him a transport allowance equal to R4.20 per kilometer calculated by the distance from the establishment to the working site and back to the establishment, where applicable.
- (iv) In the event that the employee has to find his own way to the working site by making use of public transport, as a result of being expected to first report to the establishment, and providing public transport exists, he must be paid at least 50% of his normal hourly wage or part thereof, for time travelled to and from the working site and back to the establishment, when applicable.
- (v) Payment to an employee, who is expected to report to the establishment at a specific time before proceeding to the site, shall be from this time until he ceases work at the end of the shift.
- (vi) Payment for time spent travelling to and from the working site to and from the establishment, for any distance under 15km, shall be paid for by the employer.

- (b) Any employee entitled to a transport allowance as provided for in sub-clause (a) above shall be paid such allowance at the same time as he is paid his normal remuneration.

(c)

- (i) Where the employee can reasonably be said to be unable to return to his home daily, the employer shall pay for all travel related costs, inclusive of meals, where applicable.

- (a) Any time occupied in travelling during the ordinary working hours for business purposes shall be paid at the applicable hourly rate of wages of the employee.
 - (b) Where an employee, by reason of employment, is away from his usual working place and is required by his employer to live away from his usual domicile, meals and lodging shall be paid for or provided on the job by the employer. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance of **R168.42** for meals per night away.
 - (ii) Accommodation supplied on site shall include running cold water, hot water, toilet facilities, a bed, a mattress and suitable structure (i.e., minimum of a tent) to sleep in, which meets reasonable hygiene and security standards.
 - (iii) Where meals are supplied by the employer on site, he shall not be required to pay a subsistence allowance, but the standard of the meals provided shall be commensurate with the subsistence allowance that would have been paid in terms of this sub-clause.
- (2) Stand-by allowance: every employer shall pay every employee who is required to do stand-by duties a minimum of **R110.43** per stand-by duty shift.
 - (3) The transport, subsistence and stand-by allowance payable in terms of sub-clauses 1(a), 1(c)(i) and (2) respectively, shall be adjusted annually by the prescribed minimum percentage wage increase that is agreed for that year.

2. BARGAINING COUNCIL LEVY

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

- (1) Every employee and every employer shall contribute to the Bargaining Council Levy, no more than 1 (one) percent of the weekly specified wage rate payable in terms of clause 4 of Part II of this Agreement,
- (2) Every employer shall pay the amount determined in terms of sub-clause (1) to the Council in respect of such employees: Provided that the employer may deduct fifty percent of the amount payable from the remuneration of such employees.
- (3) A sole trader, which is a person providing services in the industry but without employees, and who is registered with the Council shall pay a monthly administrative levy to the Bargaining Council, which levy amount will be

determined by the Bargaining Council from time to time, which amount will not be less than R300 and not more than R500.

- (4) Every employer shall, by no later than the 15th day of each month, forward to the regional offices of the Council all contributions in respect of the preceding month in the manner prescribed by the Council from time to time.
- (5) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, by no later than the 15th day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in sub-clause (4) hereof.
- (6) A sole proprietor, partner, member, director, or employer engaged in work specified in this Agreement shall be deemed to be an employee in respect of whom a council levy of a Master Installation Electrician is required to be contributed.

3. WAGES AND/OR EARNINGS

- (1) Every employee who, prior to the date of coming into operation of this Agreement, was in receipt of a higher rate than that prescribed in this Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a minimum rate is prescribed in this Agreement, subject to clause 5 of Part 2.
- (2) No employee shall be employed in more than one occupation defined in this Agreement at different rates of pay, in any one week, including any overtime worked, or in a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week in the highest-paid occupation: Provided that if an employee who normally earns a lower rate of pay than a driver, and performs the work of a driver, such employee shall be paid at the higher rates only in respect of time actually engaged in such occupation, except that if such an employee performs the work of a driver for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day.

4. SCHEDULE OF WAGES AND/OR EARNINGS

- (1) Subject to the provisions of Clause 6, no employer shall pay, and no employee shall accept wages at rates lower than the following:

Tier 1 means	Tier 2 means	Tier 3 means
Areas that have the highest paying minimum wages for every category of employment.	Minimum wages are based on 90% of the published wage rates for Tier 1.	Minimum wages are based on 80 % of the published wage rates for Tier 1.

The areas falling under each Tier are attached to this Agreement as ADDENDUM 3.

MINIMUM WAGES (8,8%)				
		100 percent	90 percent	80 percent
Master Installation Electrician	40	148,93	134,03	119,14
* Master Installation Electrician	R40	148,93	134,03	119,14
Installation Electrician/Foreman	41	137,15	123,44	109,72
* Installation Electrician/Foreman	R41	137,15	123,44	109,72
Electrical Tester for Single Phase	39	125,16	112,65	100,13
* Electrical Tester for Single Phase	R39	125,16	112,65	100,13
Electrician, Artisan & DAM	42	119,11	107,20	95,29
* Electrician, Artisan & DAM	R42	119,11	107,20	95,29
Driver up to 3 500kg	45	49,84	44,86	39,87
* Driver up to 3 500kg	R45	49,84	44,86	39,87
Driver 3 501kg to 16 000kg	46	58,96	53,06	47,17
* Driver 3 501 to 16000	R46	58,96	53,06	47,17
Driver 16 001kg and over	47	64,01	57,61	51,21
* Driver 16 001 kg and over	R47	64,01	57,61	51,21
Elconop 3	43	86,76	78,08	69,41
* Elconop 3	R43	86,76	78,08	69,41
Elconop 2	44	76,14	68,52	60,91
* Elconop 2	R44	76,14	68,52	60,91
Elconop 1	48	47,99	43,19	38,39
* Elconop 1	R48	47,99	43,19	38,39
Electrical Assistant	49	41,01	36,91	32,81
* Electrical Assistant	R49	41,01	36,91	32,81
**General Assistant	95	30,74	27,66	24,59
Storeman	93	47,99	43,19	38,39
*Storeman	R93	47,99	43,19	38,39
Apprentice Stage 4	54	83,37	75,04	66,70
Apprentice Stage 3	53	59,57	53,61	47,65
Apprentice Stage 2	52	53,59	48,24	42,88
Apprentice Stage 1	51	45,25	40,72	36,20
Domestic Appliance Repairer	59	56,01	50,40	NA

- (2) In the event of any Municipal area being omitted from any Tier, the Council shall determine under which Tier such area should be placed, within 30 calendar days of being notified of such omission.
- (3) Provided that where an employer carries out work in an area for which higher wages are prescribed than those which apply for the area in which his business is situated, his employees shall be paid no less than the minimum wages prescribed for such higher rated area for the duration or period during which such an employee works in such higher-rated area.

5. GUARANTEED MINIMUM INCREASES AND OFF-SET

Every employee covered by this Agreement will be entitled to the following minimum and actual wage increases for the duration of the Agreement as set out below:

(1) Minimum wages

From date of publication of the agreement – 29 February 2024	7.8% + 1%
1 March 2024 – 28 February 2029	The August CPI of the preceding year + 1% and will be applicable from the 1 st of March of every year

(2) Actual wages

From date of publication of the Agreement – 29 February 2024	7.8%
1 March 2024 – 28 February 2029	The August CPI of the preceding year and will be applicable from the 1 st of March of every year

- (3) For Minimum Wages and Actual wage increases, it is agreed that should the annual CPI of August be below 4% or above 9% in any given year the parties will meet to negotiate the wages only for the applicable year for minimum and prescribed wages.
- (4) The Parties to the Council acknowledges that commencing the Agreement on the 1st of March 2023 deprives the employees of one month's wage increase in the new Collective Agreement cycle. To this end, the Parties have agreed that if the Agreement is published with effect from 01 March 2023, or on a later date, that employers shall be required to grant an additional increment of one twelfth (1/12th) of the applicable wage increase for each month that the publication is delayed, up to a maximum of four months.
- (i) For example, the CPI is 7.8% and therefore the wage increases for employees earning the minimum wage is CPI plus 1% (8.8%), and the employer only increases the wages on the 1st of March 2023, then they would have to pay an additional 0.7333% (i.e., 8.8% /12 months) for each of the remaining months.

- (5) Any increase granted on or after 1 January 2023 may be off set when calculating the wage increases.

6. CATCH-UP ARRANGEMENT

- (1) In order to achieve the change from 15 wage areas to 3 wage tiers, different areas would need to adjust their minimum wages at different percentage rates over time to achieve the new prescribed minimum wages.
- (2) In order to move towards the new minimum wages, the wages in any area that is required to be enhanced to reach the target minimum wage, will be adjusted by a maximum of a further 1.75% in any given year of the Collective Agreement until the target minimum wage in each tier has been achieved.
- (3) It is further noted that any employee who, at the time of publication of this Agreement, is already on a minimum rate (applicable to their area), the rate of increase will be that applicable to the current minimum wage but only for the first year of the Agreement.

7. LEAVE BONUS

The criteria to qualify for a leave bonus is set out in sub clauses 1 to 4

- (1) Any period of employment prior to the date of coming into operation of this Agreement shall count as part of the qualifying period in terms of sub-clause (6).
- (2) An employee shall not be entitled to receive a leave bonus in terms of this clause unless the employee has completed 200 shifts in the current leave cycle with the same employer and is in service at the time that the bonus is due and payable.
- (3) Notwithstanding the provisions of sub-clauses (2) and (7), no employee for whom wages are prescribed in this Agreement shall be entitled to a leave bonus if he has absconded or is dismissed following a fair disciplinary enquiry or who has failed to complete 235 shifts with the same employer during his first year of service: Provided that an employee who has completed 235 shifts with the same employer, but who resigns, absconds or is dismissed before his annual leave is granted to him, shall be paid the leave bonus due in terms of sub-clause (6).
- (4) (a) Periods of absence on account of sickness aggregating not more than 18 shifts in any one qualifying period for the leave bonus shall count as shifts for the leave bonus requirement of sub-clause 2: Provided that an employer shall be entitled to call upon the employee for a medical certificate as proof of cause of absence.

- (b) Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave bonus purposes if such accident has been admitted as falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence counting for purposes of the leave bonus shall be the periods of disablement admitted by the said Act.

The criteria to calculate the leave bonus is set out in sub clauses 5 to 7

- (5) (i) Every employee for whom wages are prescribed in this agreement shall be entitled to the equivalent of 16 days remuneration for purposes of leave bonus calculation provided that all employees that are already enjoying a better benefit will retain the benefit on condition that they stay with the same employer.
- (ii) The first period of sick leave or unauthorised leave within a 10-week cycle shall not affect the leave bonus payable. Thereafter each additional day of sick leave or unauthorised leave within a period of 10 weeks shall reduce the (16) sixteen days used for leave bonus calculation purposes by (1) one day for each day absent.
- (6) Any employee whose category changes from a lower to a higher category during any leave cycle shall, on qualifying for leave, receive a leave bonus calculated on a *pro rata* basis on the number of days completed in each category.
- (7) An employer shall pay an employee whose services are terminated as a result of a no-fault dismissal; a *pro rata* leave bonus in accordance with the following formula:

(number of completed working days with employer in present leave bonus days applicable to leave cycle) X (such employee's daily remuneration)

PART III**SICK BENEFIT FUND RULES FOR THE NATIONAL BARGAINING
COUNCIL FOR THE ELECTRICAL INDUSTRY OF S.A.****TABLE OF CONTENTS**

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1. ADMINISTRATION OF THE FUND

- (1) The Fund shall be administered by the Council in accordance with the rules which it may make from time to time for those purposes ("the Rules"), and all monies of the Fund shall be administered, invested and paid out in accordance with the Sick Benefit Fund Constitution.
- (2) The Council hereby delegates powers to the Regional Sick Benefit Fund Committees to administer the Sick Benefit Fund in terms of the Council's Constitution.

2. REGIONAL SICK BENEFIT FUND COMMITTEES

- (1) Each Regional Sick Benefit Fund Committee shall be appointed by its respective Regional Committee of the Council, annually, in terms of the Sick Benefit Fund Constitution.

3. OBJECTIVE

The main object of the Fund is to compensate members for loss of earnings due to unemployment caused by illness and injury.

4. MEMBERSHIP

- (1) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in Part II of the Main Collective Agreement.
- (2) Membership of the Sick Fund shall terminate immediately a member ceases to be employed in the Electrical Industry or upon dissolution of the Fund.
- (3) An employer may, in respect of his employees employed in the Industry whose wages are not specified in the Collective Agreement but who otherwise comply with the provisions of the Agreement, by mutual agreement with his employees, join the Fund by making contributions from himself and those employees (or any of them) in accordance with the provisions of Clause 6 of the rules. Upon receipt of the completed application, the Council shall receive contributions from that employer, and the provisions of this Agreement shall thereupon in the same way apply to the employer and the employees concerned and be observed by them.

5. CONTRIBUTIONS

- (1) The total contribution payable weekly is 0.6% of the normal actual wages of the employee excluding overtime. The employer shall contribute 0.3% to the Fund weekly and the employee shall contribute 0.3% to the Fund weekly.
- (2) The total sum of 0.6% shall be paid to the Council by not later than the 15th day of each month in respect of the preceding month's contributions.

6. BENEFITS

Every member in respect of whom contributions have been made in terms of Clause 5 shall be eligible for the following benefits set out in the table below in respect of each working day, excluding public holidays, that he is absent (owing to illness or injury) in an annual leave cycle of 365 calendar days: (read with Clause 8).

Category of employee	Working days absent per annum	Benefit amount
All categories as specified in the Main Collective Agreement	1 st – 10 th	100% of actual earnings
All categories as specified in the Main Collective Agreement	11 th – 30 th	60% of actual earnings
All categories as specified in the Main Collective Agreement	31 st – 130 th	33% of actual wages
Non-Scheduled employees	Same as above	Same percentages as above BUT up to maximum earnings of R35 000.00 per month.
Additional Benefits: Pension\Provident Fund waiver of premiums from the 11 th day onwards in an employee's annual leave pay cycle in terms of which the SBF shall pay both the employee and the employer's contributions towards the employee's Electrical Contracting Industry Retirement Funds as long as the employee is unfit to return to work and remains a member of an approved industry retirement fund.		

7. GENERAL PROVISIONS RELATING TO THE ADMINISTRATION OF CLAIMS

- (1) Administrative requirements for lodging of and payment of a claim:
 - (a) the requisite claim form accompanied by, an authentic medical certificate from the date of commencement of sick leave; regardless of the period of absence;
 - (b) the claimant has been declared unfit for duty and booked off for at least part of a working day (see (h) below) by a registered medical practitioner/ nurse;
 - (c) the claim must have been lodged within 90 days of the first absence from employment due to illness and/or injury;
 - (d) contributions must be up to date and no claim shall be accepted for periods for which contributions are in arrears;
 - (e) all valid claims will be paid in respect of any period of authorised absence from the commencement of employment up to a maximum of 130 days in any 365-days cycle;
 - (f) a claim will be paid from the date of consultation to and including the last working day immediately prior to the employee being declared fit for duty as stated on the medical practitioner's certificate;
 - (g) where an employee works a part of the shift on the day he is first absent, it shall count as a day of absence due to sickness, and that part of the shift, shall be paid for by the Fund;
 - (h) all valid claims will be paid in respect of any annual leave period in which an employee was declared unfit for duty.

8. PAYMENT PROCEDURES

- (1) In respect of the first 10 qualifying working days per annum, that the employee is absent, the employer shall pay 100% of the employee's normal wage to the employee less statutory deductions. (i.e., Pension / Provident, ECA Levies, SBF, Council Levies and tax) The employer shall claim the wages back from the Council by completing the necessary prescribed claim form, by attaching the relevant documentation and proof of payment to the employee. Both the employer and employee should complete the claim form.
- (2) For the subsequent 11 – 30 qualifying days per annum, 60% of the normal wage shall be paid directly to the employee by the Fund after the necessary claim form and relevant documentation has been completed by both the employer and employee.

- (3) For the subsequent 31 – 130 qualifying days per annum, 33% of the normal wage is paid directly to the employee after the necessary claim form and relevant documentation has been completed by both the employer and employee.
- (4) Notwithstanding sub-clause 8(2) and 8(3) above, nothing precludes an employer from paying the employee the applicable percentage wage and claiming such from the Fund, provided that satisfactory proof is submitted to the Fund.
- (5) All applications shall include the required FICA documents and no payment shall be affected without same.

9. INDEMNITY

- (1) It shall be regarded as sufficient payment of any claim if a payment is made electronically into the bank account provided and the Sick Benefit Fund Committee shall not be held liable for any errors beyond its control.

However, if the incorrect bank details of an employee were provided to the Council and the monies was paid into the incorrect bank account due to an error on the part of the employer or employee, the employer shall be liable to reimburse the employee OR the employee shall forfeit these monies (whichever is applicable).

10. EXCLUSIONS

- (1) An employee shall not be entitled to sick fund benefits-
 - (a) for more than 130 days in any calendar year, calculated from the first day in respect of which the employee is entitled to sick pay;
 - (b) if the employer is not up to date with the Sick Benefit Fund contributions;
 - (c) if an employee is absent from work owing to an accident or disease payable under the Compensation for Occupational Injuries and Diseases Act, 1993 except in respect of any period during which no compensation is payable. ; Claims in respect of injuries on duty must be submitted to the Compensation Commissioner in terms of Clause 23 read with Clause 24 of the Main Collective Agreement;
 - (d) if an employee's absence from work is related to the abuse of alcohol or drugs, or the illegal use of substances, is incapacitated through sickness owing to own negligence or misconduct, or attempted suicide;
 - (e) if an employee fails to observe the instruction of a medical practitioner, or has in the opinion of that practitioner aggravated the condition or retarded recovery through his or her own actions;

- (f) if an employee suffers from injury for which a third party is liable to pay or does pay compensation to him;
 - (g) while he or she undergoes treatment prescribed by any person other than a registered medical practitioner/nurse;
 - (h) if he or she fails to provide the Regional Committee with any relevant information which it may require;
 - (i) if he or she is found by the Sick Benefit Fund Committee to be fit to resume employment or to be permanently disabled, in which event he or she shall cease to be entitled to sick pay from a date determined by the risk benefit underwriter or an expert for this purpose; and
 - (j) in respect of absence from work due to pregnancy or giving birth;
 - (k) if engaging in hunting, mountaineering or racing on wheels, professional sport, motor-cycling other than motor-cycling to and from the employee's normal work;
 - (l) the performance of any unlawful act;
 - (m) for an injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting;
 - (n) at any time when the amount to the credit of the Fund drops below R500 000.00 and until such time as the amount to the credit of the Fund exceeds R1 000 000.00;
 - (o) notwithstanding the aforesaid, in the event that the credit of the Fund drops below the threshold of R500 000.00, the Fund may at its discretion, immediately revoke payments and benefits only in respect of claims submitted for periods of 1 and 2 days. The Fund shall reinstate these benefits when the credit exceeds the threshold limit;
 - (p) for claims submitted for absences for part of a day in instances of medical treatment and the claimant has not been declared unfit for duty and booked off;
 - (q) If the Sick Benefit Fund Committee requires the member to undergo an independent medical examination at the cost to the fund and the member unreasonably refuses to undergo such an examination;
 - (r) no Sick Fund benefits shall be payable in respect of paid public holidays specified in the Main Collective Agreement for the industry.
- (2) The fund shall be entitled to recover any amount paid to any employee –

- (a) In consequence of false information furnished to the Fund by or on behalf of such employee;
 - (b) If the employee fails to notify the fund timeously of any change in circumstances which could lead to the amount of the benefits being reviewed or withdrawn, in which event the Fund may claim for the employee any amount overpaid to him; and
 - (c) Should a member follow any remunerative occupation with any employer during the period he is in receipt of benefits.
- (3) Employees on leaving the industry or on becoming unemployed shall immediately cease to be entitled to sick pay benefits.
- (4) An appeal against a decision not to pay a claim or part of a claim must be made in writing to the Sick Benefit Fund Committee and the decision of the National Sick Benefit Fund Committee shall be binding.

11. EXEMPTIONS

- (1) The Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason.
- (2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Council for consideration.
- (3) All other provisions of Clause 49 - Exemptions of the Main Collective Agreement, shall apply in respect of exemption applications made in terms of this Agreement.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided by the Fund shall not be transferable. However, the Sick Benefit Fund Committee shall be entitled to exercise its discretion in relation hereto.

The new agreement will have no force and effect unless it is published by the Minister of Labour in the Government Gazette and extended to non-parties.

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ADDENDUM 1**PRO FORMA FIXED TERM CONTRACT OF EMPLOYMENT GUIDELINE**

Entered into between

(Hereinafter referred to as the "employee")

And

(Hereinafter referred to as the "employer")

- (a) The employer and the employee hereby enter into an employment contract on the following terms and conditions:

It is hereby confirmed that _____ has been offered employment with this firm as a _____.

The contract shall run from the _____ (date) until (delete option below which is not applicable):

- (i) the _____ (date) OR
(ii) completion of the following contract(s) _____ expected to be completed/to terminate on approximately _____ (date).
- (b) On completion of the contract, your employment shall be automatically terminated. Such termination shall not be construed as a dismissal but as completion of your employment contract. This however does not preclude the employer's right to terminate this contract without notice for any good cause recognised by law, i.e., misconduct, incapacity, or operational requirements.
- (c) Should it be necessary to reduce staff during the contract period, you shall be consulted, and if you are one of those employees to be retrenched, you shall be given at least 5 working days' notice of the employer's intention to terminate your employment contract.
- (d) You shall be paid at the rate of R _____ per hour, and your working hours shall be Monday to Friday from _____ a.m. to _____ p.m.
- (e) If necessary, you may be required to work overtime, for which you shall be paid the rates prescribed in the Main Collective Agreement of the National Bargaining Council for the Electrical Industry.
- (f) UIF and other contributions, as prescribed by the relevant Agreement or Regulations, shall be deducted from your wages each week.
- (g) Your terms and conditions of employment shall be in terms of the Agreements of the National Bargaining Council for the Electrical Industry, which are binding on us, and may vary from time to time.

I (the employee) acknowledge that I understand the contents of this contract and sign acceptance hereof.

Signed at _____ this _____ day of _____ 20_____

Employer_____
Employee_____
Witness

ADDENDUM 2
**National Bargaining Council for the Electrical Industry
(NBCEISA) Temporary Employment Services (TES) Form**

This form must be completed by the Employer (Client) using the services of the TES and the TES employees, and returned to the Council within 5 working days after the commencement of utilising the employees of the TES.

Please note that it is the responsibility of the employer (client) to advise the Council monthly of any changes in the status of temporary employment services employees in his/her staff complement.

TES DETAILS:

Name of TES	
Employer Code/Council Registration Number for TES (Obtainable from Council)	
Physical Business Address of TES	
Postal Address of TES:	
Postal Code	
Telephone No of TES	
Fax No of TES	

EMPLOYER (CLIENT) DETAILS:

Name of Employer (Client):	
Employer Code/Council Registration Number (Obtainable from the Council):	
Physical Business Address of Employer (Client):	
Postal Address of Employer :	
Postal Code:	
Telephone No:	
Fax No:	

CLIENT AND TES INFORMATION:

Commencement date of contract between client and TES	
Expected termination date of contract	

between Client and TES		
Number of employees from TES to be employed:		
Sufficient proof provided to Employer (Client) by TES of the following:		
Registered with UIF, COIDA, Council:	Yes	No
Letter of Good standing provided by Council:	Yes	No

EMPLOYEE(S) DETAILS:

Name of Employee:	
Residential Address of Employee:	
Site address where employee's services are to be used:	
Normal working hours (weekly, fortnightly or monthly):	
Expected overtime hours to be worked (weekly/fortnightly/monthly):	
Telephone Number	
Occupation/Category of Employment	
Identity Number or passport number of employee:	

EMPLOYEE(S) DETAILS:

Name of Employee:	
Residential Address of Employee:	
Site address where employee's services are to be used:	
Normal working hours (weekly, fortnightly or monthly):	
Expected overtime hours to be worked (weekly/fortnightly/monthly):	
Telephone Number	
Occupation/Category of Employment	
Identity Number or passport number of employee:	

We, the undersigned declare that the above information is true and correct.	
Employer (Client) Signature:	Date:
Employee Signature:	Date:

NB: PLEASE ATTACH ADDITIONAL COPIES OF THIS PAGE IF MORE EMPLOYEES ARE EMPLOYED THAN PROVIDED FOR IN THE ABOVE SPACES.

ADDENDUM 3

“Tier 1” means Areas that have the highest paying minimum wages for every category of employment.

“Tier 2” means Minimum wages are based on 90% of the published wage rates for Tier 1.

“Tier 3” means Minimum wages are based on 80% of the published wage rates for Tier 1.

In the event of any Municipal area being omitted from any Tier, the Council shall determine under which Tier such area should be placed, within 30 calendar days of being notified of such omission.

Province	Metropolitan/District Municipality	Local Municipality	Tier 1
			100%
GAUTENG	City of Ekurhuleni Metropolitan Municipality		Alberton, Bakerton, Bedfordview, Benoni, Birchleigh, Boksburg, Brakpan, Clayville, Daveyton, Dunnottar, Edenpark, Edenvale, Geduld, Germiston, Katlehong, Kempton Park, Kwa-Thema, Machenzievill, Nigel, Olifantsfontein, Springs, Spruitview, Reiger Park, Tembisa, Tokoza, Tsakane, Vosloorus, Vorsterkroon
	City of Johannesburg Metropolitan Municipality		Alexandra, Chiawelo, Diepkloof, Diepsloot, Eldoradopark, Ennerdale, Evans Park, Johannesburg, Johannesburg South, Kwaxuma, Lawley, Lenasia, Lenasia South, Meadowlands East, Meadowlands West, Midrand, Moroka, Newlands, Orange Farm, Orange Grove, Orlando East, Pimville, Randburg, Roodepoort, Sandton, Soweto, Weldevredenpark
	City of Tshwane Metropolitan Municipality		Akasia, Atteridgeville, Bronkhorstspuit, Centurion, Cullinan, Ekangala, Ga-Rankuwa, Garsfontein, Hammanskraal, Irene, Kudube, Mabopane, Mamelodi, Pretoria, Pretoria Central, Pretoria East, Pretoria North, Pretoria West, Rayton, Refilwe, Roodeplaat, Soshanguve, Temba, Winterveldt, Wonderboom
	Sedibeng District Municipality		De Deur/Walkerville, Devon, Eikenhof, Evaton, Heidelberg, Meyerton, Nigel, Sebokeng, Vaal Marina, Vaal Oewer, Vanderbijlpark, Vereeniging, Vischkul
		Emfuleni Local Municipality	Evaton, Sebokeng, Vaal Oewer, Vanderbijlpark, Vereeniging
		Lesedi Local Municipality	Devon, Heidelberg, Nigel, Vischkul

	West Rand District Municipality	Midvaal Local Municipality	De Deur/Walkerville, Eikenhof, Meyerton, Vaal Marina
			Blyvooruitsig, Carletonville, Fochville, Krugersdorp, Magaliesburg, Muldersdrift, Randfontein, Wedela, Westonaria
		Merafong City Local Municipality	Carletonville, Fochville, Wedela
		Mogale City Local Municipality	Hekpoort, Kagiso, Krugersdorp, Magaliesburg, Muldersdrift
		Rand West City Local Municipality	Randfontein, Westonaria
KWAZULU NATAL	eThekwini	Ethekwini	Amalanga, Amanzimtoti, Amaotana, Berea, Blackburn, Bluff, Cato Ridge, Cele/Vumengazi, Chatsworth, Cibane, Clermont, Clifton Canyon, Craigieburn, Dassenhoek, Desainager, Durban, Durban International Airport, Durban North, Durban South, Emalangen, Embo/Nksa Isimahla, Emona, Ethekwini, Everton, Ezembeni, Folweni, Gcumisa, Genazzano, Gillitts, Glenashley, Golokodo-Ensimbini, Hambanathi, Hammarsdale, Hillcrest, Ilanga, Ilfracombe, Illovo North, Illovo South, Inanda, Inchanga, Iqadi, Isipingo, Isipingo Beach, Kingsburgh, Klaarwater, Kloof, KwaDabeka, KwaMashu, KwaNdengezi, La Mercy, Lotus Park, Luganda, Luthuli/Umnini Trust, Magabeni, Malagazi, Mangangeni/Vumazonke, Maphephetha, Mariannhill, Mawotana, Mawothi, Molweni, Mount Edgecombe, Mount Moreland, Mpolo, Mpumalanga, New Germany, Newlands East, Newlands West, Ngqolosi, Ngqungqulu, Ntuzuma, Oceans, Outer West Durban, Phoenix, Pinetown, Prospecton, Qadi, QiniSelani Manyiswa, Queensburgh, Redcliffe, Roseneath, Sapref, Shallcross, Sobonakhona, Thoyana, Tongaat, Tongaat Beach, Tshelimnyama, Umgogintwini/Umbumbulu, Umdloti, Umgababa, Umhlanga, Umkomaas, Umlazi, Verulam, Waterfall, Westbrook, Westville, Ximba
	Ilembe District	Kwadukuza	Dolphin Coast/Ballito, KwaDukuza, Nkwazi/Zinkwazi Beach
		Ndwedwe	Ndwedwe
		Maphumulo	Maphumulo
	uMgungundlovu District	Mandeni	Isithebe, Mandeni
		Mkambathini	Camperdown
		Msunduzi	Ashburton, Pietermaritzburg

		Richmond uMngeni uMshwathi Impendle	Richmond Hilton, Howick Cool air, Dalton, New Hannover, Wartbur
		Mpofana	
	Amajuba District	Dannhauser eMadlangeni Newcastle	
	Harry Gwala District	Dr Nkosazana Dlamini Zuma Greater Kokstad Ubuhlebezwe Umzimkulu	
	King Cetshwayo District	City of Umhlathuze Mthonjaneni Nkandla uMfolozi uMlalazi	
	Ugu District	Ray Nkonyeni Umdoni Umuziwabantu Umzumbe	
	uMkhanyakude District	Big 5 Hlabisa Jozini Mtubatuba uMhlabuyalingana	
	uMzinyathi District	Endumeni Nquthu uMsinga Umvoti	Greytown, Kranskop
	uThukela District	Alfred Duma Inkosi Langalibalele Okhahlamba	
	Zululand District	AbuQulusi eDumbe Nongoma Ulundi uPhongolo	
MPUMALANGA	Nkangala District Municipality	Victor Khanye Local Municipality	Ackerville, Delmas, Eloff, Kendal, Sundra

		Thembisile Hani Local Municipality	
WESTERN CAPE	City of Cape Town Metropolitan Municipality	City of Cape Town Metropolitan Municipality	Athlone, Atlantis, Belhar, Belville, Blackheath, Blouberg, Blouberggrant, Blue Downs, Brackenfell, Camps Bay, Cape Point, Cape Town, Claremont, Constantia Delft, Durbanville, Edgemoed, Elsies Rivier, Eppindust, Fairways, Fish Hoek, Goodwood, Grasy Park, Guguletu, Hout Bay, Kayalitsha, Kalk Bay, Kommetjie, Kraaifontein, Kuils River, Langa, Macassar, Matroosfontein, Melkbosstrand, Milnerton, Mitchell's Plain, Muizenburg, Noordhoek, Nyanga, Ottery, Parow, Philadelphia, Phillippi, Platteklouf, Robben Island, Scarborough, Simon's Town, Sir Louty's Pass, Southern Suburbs, Table View, Welgemoed, Wetton, Woodstock, Wynberg

Province	Metropolitan/District Municipality	Local Municipality	Tier 2
			90%
EASTERN CAPE	Sarah Baartman	Kouga	Cape St. Francis Humansdorp, Jeffreys Bay, Oyster Bay, St Francis Bay, Thornhill
	Nelson Mandela Bay Metropolitan Municipality		Bethelsdorp, Bloemendal, Blue Horizon Bay, Caredon, Despatch, KwaNobuhle, Motherwell, Gqeberha (Port Elizabeth), Summerstrand, Swartkops, Uitenhage, Beacon Bay
	Buffalo City Metropolitan Municipality	Sundays River Valley	Berlin, Bisho, Breidbach, Macleantown, Gonubie, Dimbaza, East London, Kidd's Beach, King William's Town, Mdantsane, Phakamisa, Potsdam, Swelitshe
FREE STATE	Mangaung Metropolitan Municipality		Bloemfontein, Botshabelo, Dewetsdorp, Mangaung, Soutpan, Thaba Nchu, Van Stadensrus, Wepener
	Fezile Dabi District Municipality	Metsimaholo Local Municipality	Deneysville, Kragbron, Oranjeville, Sasolburg
	Lejweleputswa District Municipality	Masilonyana Local Municipality	Brandfort, Soutpan, Theunissen, Verkeerdevlei, Winburg
		Matjhabeng Local Municipality	Allanridge, Hennenman, Odendaalsrus, Ventersburg, Virginia, Welkom
		Nala Local Municipality	Bothaville, Wesselsbron
KWAZULU NATAL	uMgungundlovu District	Impendle	Impendle
		Mpofana	Mooi River
	Amajuba District	Dannhauser eMadlangeni	Dannhauser, Hattingspruit Utrecht

		Newcastle	Charlestown, Newcastle
	Harry Gwala District	Dr Nkosazana Dlamini Zuma Greater Kokstad	Creighton, Himeville, Underberg Kokstad
		Ubuhlebezwe Umzimkulu	Ixopo uMzimkhulu
	King Cetshwayo District	City of Umhlathuze Mthonjaneni Nkandla uMfolozi uMlalazi	Empangeni, Richards Bay Melmoth, Ntambanana Nkandla KwaMbonambi Eshowe, KwaGingindlovu, Mtunzini
	Ugu District	Ray Nkonyeni Umdoni Umuziwabantu Umzumbe	Eshowe, KwaGingindlovu, Mtunzini Pennington, Scottburgh/Umzinto North Harding Umzumbe
	uMkhanyakude District	Big 5 Hlabisa Jozini Mtubatuba uMhlabyalingana	Hlabisa, Hluhluwe Ingwavuma, Jozini, Mkuze Mtubatuba, St Lucia Mbazwana
	uMzinyathi District	Endumeni Nquthu uMsinga	Dundee, Glencoe Nquthu Pomeroy
	uThukela District	Alfred Duma Inkosi Langalibalele Okhahlamba	Colenso, Ladysmith, Van Reenen Estcourt, Weenen Bergville, Cathkin Park, Winterton
	Zululand District	AbuQulusi eDumbe Nongoma Ulundi uPhongolo	Louwsburg, Vryheid Paulpietersburg Nongoma Ulundi Pongola
LIMPOPO	Capricorn District Municipality	Polokwane Local Municipality	Klaserie, Polokwane, Seshego, Modjadjiskloof, Gazankulu
	Mopani District Municipality	Greater Letaba Local Municipality	Modjadjiskloof
	Vhembe District Municipality	Thulamela Local Municipality	Dzanani
MPUMALANGA	Ehlanzeni District Municipality	City of Mbombela Local Municipality	Barberton, Emoyeni, Entokozweni, Hazyview, Kaapschehoop, Kaapmuiden, Kabokweni, Kanyamazane, Kiepersol, Luphisi, Matsulu, Mbombela, Mpakeni, Msogwaba, Ngodwana, Nsikazi, Skukuza, Tekwane, White River.
	Gert Sibande District Municipality	Govan Mbeki Local Municipality	Bethal, Charl Cilliers, Embalenhle, Evander, Highveld Ridge, Kinross, Leandra, Leslie, Secunda, Trichardt
	Nkangala District Municipality	Emalahleni Local Municipality	Kriel, Ogies, Phola, eMalahleni

		Steve Tshwete Local Municipality	Mdutjana, Middelburg
NORTHERN CAPE	Frances Baard District Municipality	Dikgatlong Local Municipality	Barkly West, Delpoortshoop, Windsorton
		Magareng Local Municipality	Warrenton
		Phokwane Local Municipality	Hartswater, Jan Kempdorp, Pampierstat
		Sol Plaatje Local Municipality	Kimberley, Ritchie
	John Taolo Gaetsewe District Municipality	Ga-Segonyana Local Municipality	Bankhara-Bodulong, Kuruman, Mothibistad
		Gamagara Local Municipality	Deben, Kathu, Kudumane, Olifantshoek, Sishen
		Joe Morolong Local Municipality	Hotazel, Santoy, Van Zylsrus
	ZF Mgcawu District Municipality	Dawid Kruiper Local Municipality	Mier, Rietfontein, Upington
		Kai IGarib Local Municipality	Eksteenskuil, Kakamas, Keimoes,
		Kgatelopele Local Municipality	Danielskuil, Lime Acres
		Tsantsabane Local Municipality	Beeshoek, Postmasburg
NORTHWEST	Bojanala Platinum District Municipality	Madibeng Local Municipality	Bethanie, Brits, Broederstroom, De Wildt, Hartbeespoort, Ifafi, Kosmos, Mooinooi,
		Rustenburg Local Municipality	Beestekraal, Boshoeck, Hartbeesfontein-A, Marikana, Phatsima, Rustenburg, Tihabane
	Dr Kenneth Kaunda District Municipality	City of Matlosana Local Municipality	Hartbeesfontein, Klerksdorp, Orkney, Stilfontein
		JB Marks Local Municipality	Potchefstroom, Ventersdorp
	Dr Ruth Segomotsi Mompati District Municipality	Ditsobotla Local Municipality	Gerdau
	Ngaka Modiri Molema District Municipality	Mahikeng Local Municipality	Mahikeng
WESTERN CAPE	City of Cape Town Metropolitan Municipality	City of Cape Town Metropolitan Municipality	Firgrove, Gordonsbay, Sir Lawrey's Pass, Somerset West, Strand
		Breede Valley Local Municipality	Rawsonville, Worcester,
		Drakenstein	Gouda, Paarl, Wellington
		Stellenbosch Local Municipality	Franschoek, Klapmuts, Pniel, Stellenbosch, Stellenbosch Farms.
		Witzenberg Local Municipality	Ceres, Tulbach, Wolseley

		Overstrand Local Municipality	Betty's Bay, Birkenhead, De Kelders, Fishershaven, Franskraal, Gansbaai, Hawston, Hermanus, Kleinmond, Onrus, Pearley Beach, Pringle Bay, Rooi-Els, Sand Bay, Stanford, Van Dyks Bay, Vermont.
		Theewaterskloof Local Municipality	Bot River, Caledon/Myddleton, Grabouw, Theewaterskloof, Villiersdorp.
		Bergvliet Local Municipality	Velddrif
		Saldanha Bay Local Municipality	Jacobs Bay, Langebaan, Paternoster, Saldanha, St Helena Bay, Vredenburg.
		Swartland Local Municipality	Abbotsdale, Chatsworth, Darling, Grotto Bay, Kalbaskraal, Malmesbury, Moreesburg, Riebeeck Kasteel, Riebeeck West, Riverlands, Yzerfontein.
		Garden Route District Municipality	Albertina, Boggoms Bay, Brandwag, Brenton, Brenton-on-Sea, Buffels Bay, Friemersheim, George, Great Brak River, Herolds Bay, Jongens Fontein, Keurboomstrand, Knoetzie, Knysna, Krantshoek, Kurland, Kwanokuthula, Mossel Bay, Oudtshoorn, Plettenburg Bay, Rheenedal, Riversdale, Sedgfield, Still Bay, Victoria Bay, Vleesbaai, Wilderness, Wittedrift.

Province	Metropolitan/District Municipality	Local Municipality	Tier 3
EASTERN CAPE	Chris Hani	Emalahleni	Cacadu (Lady Frere), Dordrecht, Indwe
		Engcobo	Engcobo
		Enoch Mgijima	Hofmeyer, Komani (Queenstown), Tylden, Molteno, Sada, Sterkstroom, Tarkastad, Whittlesea.
		Intsika Yethu	Cofimvaba, Tsomo
		Inxuba Yethemba	Cradock, Middelburg, Mount Zebra National Park
		Sakhisizwe	Cale, Khowa (Elliot)
	Joe Gqabi	Elundini	Maclear, Mount Fletcher, Ugie
		Senqy	Barkly East, Lady Grey, Rhodes, Rossouw, Sterkspruit,
		Walter Sisiulu	Aliwal North, Burgersdorp, Jamestown, Ovisston, Steynsburg, Venterstad
	OR Tambo	Ingquza	Flagstaff, Lusikisiki
		King Sabat Dalindyebo	Mqanduli, Mthatha (Umtata) (20km radius)
		Mhlontlo	Qumbu, Tsolo

	Sarah Baartman	Nyandeni	Libode, Ngqeleni
		Port St. Johns	Port St. Johns
		Blue Crane Route	Cookhouse, Pearston, Petersburg, Somerset East
		Beyers Naude	Aberdeen, Adendorp, Graaff-Reinet, Jansenville, Kendrew, Klipplaat, Nieu-Bethesda, Rietbron, Waterford, Willowford
		Kouga	Hankey, Loerie, Patensie
		Koukamma	Clarkson, Twee Rivier, Joubertina, Kareedouw, Krakeel River, Louterwater, Misgund, Nompumelelo, Sandrift, Storms River, Woodlands
		Makana	Alicedale, Salem, Makhanda (Grahamstown), Riebeeck East, Sidbury.
		Ndlambe	Alexandria, Bathurst, Boknes/Cannon Rocks, Bushmans River, Kenton-on-Sea, Port Alfred, Seafeld
		Sundays River Valley	Addo, Kirkwood, Peterson
	Alfred Nzo	Matatiele	Cedarville, Maloti, Matatiele
		Ntabankulu	Tabankulu
		Umzimvubu	eMaxesibeni (Mount Ayliff), KwaBhaca (Mount Frere)
		Winnie Madikizela-Madela	Bizana
	Amathole	Amahlati	Cathcart, Kei Road, Keiskammahoek, Stutterheim
		Great Kei	Amatola Coastal, Kei Mouth, Komga, Margan Bay
		Mbhashe	Dutywa, Elliotdale, Willowvale
		Mnquma	Butterworth, Kentani (Centane), Ngqamakhwe
		Ngcushwa	Hamburg, Peddie
		Raymond Mhlaba	Adelaide, Alice, Bedford, Fort Beaufort, Hogsback, Middel drift, Seymore
FREE STATE	Fezile Dabi District Municipality	Mafube Local Municipality	Cornelia, Frankfort, Tweeling, Villiers
		Moghaka Local Municipality	Kroonstad, Renovaal, Steynsrus, Vierfontein, Viljoenskroon
		Ngwathe Local Municipality	Edenville, Heilbron, Koppies, Parys, Vredefort
	Lejweleputswa District Municipality	Tokologo Local Municipality	Boshof, Dealesville, Hertzogville
		Tswelopele Local Municipality	Bultfontein, Hoopstad
	Thabo Mofutsanyana District Municipality	Dihlabeng Local Municipality	Bethlehem, Clarens, Fouriesburg, Golden Gate Highlands National Park, Paul Roux, Rosendal

		Maluti-A-Phofung Local Municipality Mantsopa Local Municipality Nketoana Local Municipality Phumelela Local Municipality	Harrismith, Kestell, Phuthaditjhaba Excelsior, Hobhouse, Ladybrand, Thaba Patchoa, Tweespruit Arlington, Lindley, Petrus Steyn, Reitz Memel, Vrede, Warden
		Setsoto Local Municipality	Clocolan, Ficksburg, Marquard, Senekal
	Xhariep District Municipality	Kopanong Local Municipality Letsemeng Local Municipality Mohokare Local Municipality	Bethulie, Edenburg, Fauresmith, Gariep Dam, Jagersfontein, Philippolis, Oranjekrag, Reddersburg, Springfontein, Trompsburg, Waterkloof Jacobsdal, Koffiefontein, Luckhoff, Oppermansgronde, Petrusburg Rouxville, Smithfield, Van Stadensrus, Zastron
GAUTENG		Sedibeng District Municipality	Rensburg
KWAZULU NATAL			
LIMPOPO	Capricorn District Municipality	Blouberg Local Municipality Lepelle-Nkumpi Local Municipality Molemole Local Municipality Polokwane Local Municipality	Alldays, Senwabarwana (Bochum) Zebediela Dendron, Koedoeskop, Morebeng (Soekmekaar) Marken, Thabamoopo
	Mopani District Municipality	Ba-Phalaborwa Local Municipality Greater Giyani Local Municipality Greater Letaba Local Municipality Greater Tzaneen Local Municipality Maruleng Local Municipality	Gravelotte, Leydsdorp, Lulekani, Namakgale Giyani Sekgosese Haenertsburg, Ritavi, Tzaneen Hoedspruit, Trichardsdal
	Sekhukhune District Municipality	Elias Motsoaledi Local Municipality Ephraim Mogale Local Municipality Fetakgomo Tubatse Local Municipality Makhuduthamaga Local Municipality	Grobblersdal, Moutse, Roossenekal, Sekhukhuneland Letsitele, Marble Hall, Schuinsdraai Nature Reserve Burgersfort, Ohrigstad, Steelpoort Nebo
	Vhembe District Municipality	Collins Chabane Local Municipality Makhado Local Municipality Musina Local Municipality Thulamela Local Municipality	Hlanganani, Malamulele, Radium Soutpansberg Musina Thohoyandou, Shayndima, Venda

	Waterberg District Municipality	Bela-Bela Local Municipality	Bela-Bela, Pienaarsrivier, Settlers
		Lephalale Local Municipality	Ellisras, Lephalale
		Modimolle-Mookgophong Local Municipality	Modimolle, Mookgophong (Naboomspruit Vaalwater)
		Mogalakwena Local Municipality	Mokopane (Potgietersrus)
MPUMALANGA	Ehlanzeni District Municipality	Thabazimbi Local Municipality	Amandelbult, Mine Town, Northam, Thabazimbi
		Bushbuckridge Local Municipality	Mapulaneng
		City of Mbombela Local Municipality	Mhala, Schagen
		Nkomazi Local Municipality	Hectorspruit, Komatipoort, Malalane, Marloth Park
		Thaba Chweu Local Municipality	Graskop, Lydenburg, Mashishing, Pilgrim's Rest, Sabie
	Gert Sibande District Municipality	Chief Albert Luthuli Local Municipality	Carolina, Ekulindeni, Empuluzi, eManzana, Eerstehoek
		Dipaleseng Local Municipality	Balfour, Greylingstad, Grootvlei
		Dr Pixley Ka Isaka Seme Local Municipality	Amersfoort, Perdekop, Volksrust, Wakkerstroom
		Govan Mbeki Local Municipality	
		Lekwa Local Municipality	Morgenzon, Standerton
		Mkhondo Local Municipality	Amsterdam, eMkhondo (Piet Retief)
		Msukaligwa Local Municipality	Breyten, Chrissiesmeer, Davel, Ermelo, Lothair
	Nkangala District Municipality	Dr JS Moroka Local Municipality	Mdala Nature Reserve
		Emakhazeni Local Municipality	Belfast, Dullstroom, Emgwenya (Waterval Boven), eMakhazeni, BeNtokozweni (Machadodorp)
		Emalahleni Local Municipality	
		Steve Tshwete Local Municipality	Hendrina, , Pullens Hope, Rietkuil
		Thembisile Hani Local Municipality	KwaMhlanga, Mkobola
		Victor Khanye Local Municipality	
NORTHERN CAPE	Frances Baard District Municipality	Dikgatlong Local Municipality	
		Magareng Local Municipality	
		Phokwane Local Municipality	
		Sol Plaatje Local Municipality	

	John Taolo Gaetsewe District Municipality	Ga-Segonyana Local Municipality	
		Gamagara Local Municipality	Vanzylsrus
		Joe Morolong Local Municipality	
	Namakwa District Municipality	Hantam Local Municipality	Brandvlei, Onderste Doorns
		Kamiesberg Local Municipality	
		Karoo Hoogland Local Municipality	Williston
		Khai-Ma Local Municipality	Aggeneys, Pella, Pofadder
		Nama Khoi Local Municipality	
		Richtersveld Local Municipality	Richtersveld
	Pixley Ka Seme District Municipality	Emthanjeni Local Municipality	Britstown, De Aar, Hanover
		Kareeberg Local Municipality	Carnarvon, Vanwyksvlei, Vosburg
		Renosterberg Local Municipality	Petrusville, Philipstown, Van der Kloof
		Siyancuma Local Municipality	Campbell, Douglas, Griekwastad, Schmidtsdrif
		Siyathemba Local Municipality	Prieska
		Thembelihle Local Municipality	Hopetown, Strydenburg
		Ubuntu Local Municipality	Hutchinson, Loxton, Richmond, Victoria West
		Umsobomvu Local Municipality	Colesberg, Norvalspont, Noupoort
	ZF Mgcawu District Municipality	Kheis Local Municipality	Brandboom, Groblershoop
		Dawid Kruiper Local Municipality	
		Kai !Garib Local Municipality	Kenhardt
		Kgatelopele Local Municipality	
		Tsantsabane Local Municipality	
NORTHWEST	Bojanala Platinum District Municipality	Kgetlengrivier Local Municipality	Derby, Koster, Swartruggens
		Madibeng Local Municipality	Schoemansville
		Moretele Local Municipality	Moretel
		Moses Kotane Local Municipality	Madikwe
		Rustenburg Local Municipality	

	Dr Kenneth Kaunda District Municipality	City of Matlosana Local Municipality	
		JB Marks Local Municipality	
		Maquassi Hills Local Municipality	Leeudoringstad, Makwassie, Witpoort, Wolmaransstad
	Dr Ruth Segomotsi Mompoti District Municipality	Greater Taung Local Municipality	Pudimoe, Reivilo, Taung
		Kagisano-Molopo Local Municipality	Piet Plessis, Pomfret
		Lekwa-Teemane Local Municipality	Bloemhof, Christiana
		Mamusa Local Municipality	Amalia, Schweizer-Reneke
		Naledi Local Municipality	Huhudi, Stella, Vryburg
	Ngaka Modiri Molema District Municipality	Ditsobotla Local Municipality	Biesiesvlei, Coligny, Delareyville, Lichtenburg, Ottosdal, Sannieshof
		Mahikeng Local Municipality	Bophuhatswana, Slurry
		Ramotshere Moiloa Local Municipality	Groot Marico, Skuinsdrif, Zeerust
		Ratlou Local Municipality	Disaneng, Kraaipan, Madibogo, Setlagole
	Cape Winelands District Municipality	Breede Valley Local Municipality	De Doorns, Touws Rivier
		Drakenstein	Saron
		Langeberg	Ashton, Bonnievale, Mc Gregor, Montagu, Robertson.
		Witzenburg Local Municipality	Op-Die-Berg, Prince Alfred Hamlet
WESTERN CAPE	Garden Route District Municipality	-	Calitz Dorp, De Rust, Dysselsdorp, Gouritsmond, Haarlem, Heidelberg, Herbertsdale, Ladismith, Nature's Valley, Slangrivier, Uniondale, Vanwyksdorp, Witsand, Zoar
	Overberg District Municipality	Cape Agulhas	Agulhas, Arniston, Bredasdorp, Elim, Klipdale, Napier, Protea, Struis Bay, Suiderstrand
		Swellendam Local Municipality	Barrydale, Buffeljagsrivier, Infanta, Malgas, Suurbraak, Swellendam
		Theewateskloof Local Municipality	Genadendal, Greyton, Riversonderend
	West Coast District Municipality	Berggrivier Local Municipality	Aurora, Eendekuil, Piketberg, Porterville, Redelinghuys
		Cederberg Local Municipality	Citrusdal, Clanwilliam, Elands Bay, Graafwater, Lamberts Bay, Leipodville, Wupperthal

MUNICIPAL AREAS IN WESTERN & NORTHERN CAPE		Matzikama Local Municipality	Bitterfontein, Doring Bay, Ebenhaezer, Klawer, Kliprand, Koekenaap Lutzville, Molsvlei, Nuwerus, Putsekloof, Rietpoort, Stofkraal, Strandfontein, Van Rhynsdorp, Vredendal,
		Saldanha Bay Local Municipality	Hopefield
	Northern Cape	Swartland Local Municipality	Koringberg
		Namakwa District Municipality	Alexander Bay, Bulletrap, Calvinia, Carolusberg, Concordia, Eksteenfontein, Garies, Hondeklip Bay, Kamieskroon, Kleinsee, Koingnaas, Komaggas, Kuboes, Leliefontein/Kamiesberg, Loeriesfontein, Middelpos, Nababeep, Nieuwoudtville, O'Kiep, Port Nolloth, Sanddrift, Springbok, Steinkopf, Sutherland
		Beaufort West Local Municipality	Beaufort West, Merveville, Murraysburg, Nelpoort
		Laingsburg Local Municipality	Laingsburg, Matjiesfontein
	Central Karoo District Municipality	Prince Albert Local Municipality	Klaarstroom, Leeu Gamka, Prince Albert

ADDENDUM 4**OFFICES OF THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL
INDUSTRY OF S.A****1. NATIONAL OFFICE – JOHANNESBURG**

122 QUEEN STREET KENSINGTON, JOHANNESBURG 2094 PO BOX 31402 BRAAMFONTEIN 2017	TEL : 011/3392312
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2. JOHANNESBURG REGIONAL OFFICE

122 QUEEN STREET KENSINGTON, JOHANNESBURG 2094 PO BOX 31402 BRAAMFONTEIN 2017	TEL : 011/3392312
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3. BLOEMFONTEIN REGIONAL OFFICE

74 VICTORIA ROAD SHALLOWS BLOEMFONTEIN 9301 PO BOX 1379 BLOEMFONTEIN. 9300	TEL : 051/444-5869 051/444-5984
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4. CAPE TOWN REGIONAL OFFICE

31 COOK STREET GOODWOOD 7460 (Entrance on Vasco Boulevard) PO BOX 1220 PAROW 7499	TEL : 021/591-4784 FAX : 021/5916261
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5. KWAZULU-NATAL REGIONAL OFFICE

23 LENNOX ROAD GREYVILLE DURBAN 4023	TEL : 031/306-8100 031/309-1326 031/309-1325 031/309-1307 031/309-1279
PO BOX 47852 GREYVILLE DURBAN 4023	

6. EAST LONDON REGIONAL OFFICE

UNIT 205 EDCOTT SQUARE 256 OXFORD STREET EAST LONDON 5201	TEL : 043/722 – 0120/21
PO BOX 19852 TECOMA 5214	

7. PRETORIA REGIONAL OFFICE:

1072 FRANCIS BAARD STREET HATFIELD PRETORIA 0028	TEL : 012/110-4644
PO BOX 12399 HATFIELD 0028	

8. GQEBERHA REGIONAL OFFICE:

25 4th AVENUE NEWTON PARK GQEBERHA, 6045	TEL : 041/363-5460
P.O. BOX 27287 GREENACRES 6057	

9. POLOKWANE REGIONAL OFFICE

ROOM 314 PIONEER BLD 50 LANDDROS MARE STREET POLOKWANE. 0699 P.O. BOX 2478 POLOKWANE 0700	TEL : 015/291-4157
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10. GEORGE REGIONAL OFFICE

OFFICE 201 YORK MALL100 YORK STREET GEORGE 6530 P.O. BOX 1952 GEORGE 6529	TEL : 044/874-5738
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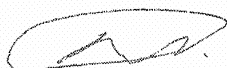
SIGNED AT KENSINGTON AS AUTHORISED FOR AND ON BEHALF OF THE
PARTIES TO THE COUNCIL, THIS 20th day of February 2023.



M STRATON - NATIONAL CHAIRMAN – NBCEISA - FOR ECA (SA)



R MC ALPINE – NATIONAL VICE-CHAIRMAN – NBCEISA - FOR SAEWA



D VAN DEVENTER AND M MFIKOE – ACTING NATIONAL GENERAL SECRETARY

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 3424

19 May 2023

**CERTIFICATE OF EXEMPTION IN TERMS OF SECTION 46(3) OF THE
REGULATION OF INTERCEPTION OF COMMUNICATIONS AND PROVISION OF
COMMUNICATION-RELATED INFORMATION ACT, 2002**

I, Ronald Ozzy Lamola, Minister of Justice and Correctional Services, acting in terms of section 46 of the Regulation of Interception of Communications and Provision of Communication-related Information Act, 2002 (Act No. 70 of 2002), and in consultation with the Cabinet members responsible for communications, defence, state security and policing, hereby, subject to the conditions set out in Part II of the Schedule, exempt the South African Police Service for a period of five years in respect of the categories of listed equipment set out in Column I of Item 1 and Item 2 of the Table in Part III of the Schedule (hereinafter referred to as "listed equipment"), from the prohibited acts specified opposite thereto in Column II of those Items of the Table.

R O LAMOLA
MINISTER OF JUSTICE AND CORRECTIONAL SERVICES

SCHEDULE**Part I****Definitions**

In this Schedule—

- (a) **"IMSI-catcher"** means equipment that—
- (i) intercepts signals being transmitted between mobile cellular apparatus and a mobile base-station (cell tower); or
 - (ii) presents itself as a mobile base-station to allow mobile cellular apparatus to connect to the IMSI-catcher;
- (b) **"Inspector-General of Intelligence"** means the person appointed in terms of section 7 of the Intelligence Services Oversight Act, 1994 (Act No. 40 of 1994);

- (c) **"National Commissioner"** means the National Commissioner of the South African Police Service contemplated in section 6(1) of the South African Police Service Act;
- (d) **"National Head of the Directorate"** means the National Head of the Directorate for Priority Crime Investigation contemplated in section 17C(2)(a) of the South African Police Service Act;
- (e) **"retired judge"** means the retired judge referred to in section 17L(1) of the South African Police Service Act;
- (f) **"South African Police Service Act"** means the South African Police Service Act, 1995 (Act No. 68 of 1995);
- (g) **"the Act"** means the Regulation of Interception of Communications and Provision of Communication-related Information Act, 2002 (Act No. 70 of 2002); and
- (h) **"the Directorate"** means the Directorate for Priority Crime Investigation established in terms of section 17C of the South African Police Service Act.

Part II

Conditions of exemption

1. The listed equipment may only be possessed, purchased, manufactured, assembled and used to the extent authorised by the Act.
2. The National Commissioner must personally authorise the purchasing of—
 - (a) IMSI-catchers;
 - (b) any equipment reasonably necessary to be used with such IMSI-catchers; and
 - (c) any software to be installed on such IMSI-catchers or equipment reasonably necessary to be used with such IMSI-catchers.
3. All listed equipment and any equipment reasonably necessary to be used with such listed equipment must be marked with a non-alterable identification number.

4. The—

- (a) National Commissioner must designate a Divisional Commissioner; and
- (b) National Head of the Directorate must designate a member of the Directorate, with at least the rank of Major-General,

at national level who will be responsible and accountable for—

- (i) the purchasing of listed equipment;
- (ii) the manufacturing and assembling of listed equipment;
- (iii) access control to listed equipment;
- (iv) the issuing of written authorisations for the use of listed equipment as contemplated in paragraphs 8 and 9 of this Part;
- (v) the keeping of consolidated records received in terms of paragraph 7(e) of this Part, of the use of listed equipment;
- (vi) oversight over the use of listed equipment; and
- (vii) compliance with the conditions determined in this certificate of exemption.

5. (a) The Divisional Commissioner referred to in paragraph 4(a) of this Part must—

- (i) in respect of any listed equipment in possession of the South African Police Service, obtain and keep a certificate from the manufacturer of the listed equipment or an appropriate expert who examined the listed equipment in which the interception capabilities of the listed equipment are specified; and
- (ii) make such a certificate available to the Inspector-General of Intelligence on request.

(b) The member of the Directorate referred to in paragraph 4(b) of this Part must—

- (i) in respect of any listed equipment in possession of the Directorate, obtain and keep a certificate from the manufacturer of the listed equipment or an appropriate expert who examined the listed equipment in which the interception capabilities of the listed equipment are specified; and

- (ii) make such a certificate available to the retired judge on request.
- 6. The Divisional Commissioner and member of the Directorate referred to in paragraph 4 of this Part must each—
 - (a) at the end of each quarter of a financial year—
 - (i) cause an inspection to be performed at the places where the listed equipment is kept in order to verify compliance with the conditions of the certificate of exemption; and
 - (ii) submit a report to the National Commissioner and the National Head of the Directorate, as the case may be, which must contain the following information:
 - (aa) The number of authorisations that have been issued for the use of listed equipment during the period in question;
 - (bb) the categories of listed equipment that was used, the dates on which they were used and the purposes for which they were used;
 - (cc) the dates on which the secure places where the listed equipment is kept, were inspected and the particulars of the member who carried out the inspection;
 - (dd) any non-compliance with the conditions of this certificate of exemption which came to his or her attention; and
 - (ee) any loss or unauthorised use of listed equipment which came to his or her attention; and
 - (b) at the end of each financial year submit an inventory to the National Commissioner and the National Head of the Directorate, as the case may be, of all listed equipment in possession of the South African Police Service and the Directorate at the end of that financial year.
- 7. The following access-control and record keeping conditions are determined in respect of listed equipment:
 - (a) The listed equipment must be kept in a secure place;

- (b) the Divisional Commissioner and member of the Directorate referred to in paragraph 4 of this Part, must each—
 - (i) issue instructions to regulate the conditions and circumstances under which—
 - (aa) access to the secure places is authorised; and
 - (bb) listed equipment may be removed from the secure places;
 - (ii) designate specific members of the South African Police Service and the Directorate, respectively, who may—
 - (aa) access a secure place where the listed equipment is stored; and
 - (bb) remove the listed equipment on receipt of an authorisation in terms of paragraph 4(iv) of this Part, and hand the listed equipment over to an authorised person referred to in subparagraph (b)(iii); and
 - (iii) designate specific members of the South African Police Service and the Directorate, respectively, who are authorised to receive, be in possession and use the listed equipment;
- (c) records must be kept by a member referred to in subparagraph (b)(ii) of—
 - (i) access to the listed equipment;
 - (ii) the identification numbers and descriptions of listed equipment and equipment used with such listed equipment that are furnished to an authorised person referred to in subparagraph (b)(iii) on receipt of a written authorisation referred to in paragraph 4(iv) of this Part;
 - (iii) the particulars of the authorised person referred to in subparagraph (b)(iii) who took possession of the listed equipment in terms of a written authorisation referred to in paragraph 4(iv) or a direction contemplated in paragraph 10 of this Part, the particulars of the authorisation or direction, the date and time on which the listed equipment was received by the authorised person against his or her signature and the particulars of the member referred to in subparagraph (b)(ii); and

- (iv) the date and time on which the listed equipment was returned to the member referred to in subparagraph (b)(ii), the particulars of that member, and the particulars of the authorised person referred to in subparagraph (b)(iii) who returned the listed equipment;
 - (d) on receiving the listed equipment as contemplated in subparagraph (c)(iv), the member referred to in subparagraph (b)(ii), must issue a receipt to the authorised person who returned the listed equipment, setting out the information referred to in subparagraph (c)(ii), (iii) and (iv), which receipt must be signed by both the member and the authorised person; and
 - (e) the member referred to in subparagraph (b)(ii), must at the end of each month submit a written report containing the information referred to in subparagraph (c) to the Divisional Commissioner or member of the Directorate contemplated in paragraph 4 of this Part, as the case may be.
8. The following conditions are determined where listed equipment is used to intercept communications in terms of sections 4(2) and 5(2) of the Act:
- (a) A written authorisation referred to in paragraph 4(iv) of this Part must be obtained prior to the use of listed equipment to intercept the communications;
 - (b) the Divisional Commissioner or member of the Directorate referred to in paragraph 4 of this Part, as the case may be, may only authorise the use of listed equipment if he or she is satisfied that there is compliance with these sections; and
 - (c) the authorised person referred to in paragraph 7(b)(iii) of this Part who used the listed equipment to intercept a communication must submit a written report, under oath or affirmation, to the Divisional Commissioner or member of the Directorate, as the case may be, which must—
 - (i) contain the following information:
 - (aa) The category of listed equipment used;
 - (bb) the date and time of activation of the listed equipment;
 - (cc) the date and time of deactivation of the listed equipment;
 - (dd) the type of communications that were intercepted;

- (ee) the nature and location of the facilities from which, or the place at which the communications were intercepted;
 - (ff) the identity of any person, if known, whose communications were intercepted and, where applicable, the electronic communications identifiers that were used to intercept the communications; and
 - (gg) where multiple authorised persons participated in the interception of communications by means of listed equipment under their physical control, the date, time and place and particulars of the authorised persons who respectively handed over and received the listed equipment and the functional status of the listed equipment;
 - (ii) indicate whether or not the intercepted communications relate to a ground referred to in section 16(5)(a) of the Act; and
 - (iii) be accompanied by a copy of the written authorisation referred to in subparagraph (a) and the receipt referred to in paragraph 7(d) of this Part.
9. The following conditions are determined where listed equipment is used to intercept communications in terms of sections 7 of the Act:
- (a) A written authorisation referred to in paragraph 4(iv) of this Part must be obtained prior to the use of listed equipment to intercept communications;
 - (b) the Divisional Commissioner or member of the Directorate referred to in paragraph 4 of this Part, as the case may be, may only authorise the use of listed equipment if he or she is satisfied that there is compliance with the section;
 - (c) the authorised person referred to in paragraph 7(b)(iii) of this Part, who used listed equipment to intercept the communications, must in addition to the documents referred to in section 7(4) of the Act, submit an affidavit to the designated judge which must—
 - (i) contain the following information:

- (aa) The category of listed equipment used;
 - (bb) the date and time of activation of the listed equipment;
 - (cc) the date and time of deactivation of the listed equipment;
 - (dd) the type of communications that were intercepted;
 - (ee) the nature and location of the facilities from which, or the place at which the communications were intercepted;
 - (ff) the identity of any person, if known, whose communications were intercepted and, where applicable, the electronic communications identifiers that were used to intercept the communications; and
 - (gg) where multiple authorised persons participated in the interception of communications by means of listed equipment under their physical control, the date, time and place and particulars of the authorised persons who respectively handed over and received the listed equipment and the functional status of the listed equipment; and
 - (ii) be accompanied by a copy of the written authorisation referred to in subparagraph (a) and the receipt referred to in paragraph 7(d) of this Part.
10. The following conditions are determined where listed equipment is to be used to intercept communications in terms of directions in terms of section 16, 17 or 18 of the Act:
- (a) An applicant, referred to in paragraph (a) of the definition of "applicant" in section 1(1) of the Act, who applies for an interception direction (as referred to in section 16 of the Act), a real-time communication-related direction (as referred to in section 17 of the Act), or a combination of an interception direction and real-time communication-related information direction (as referred to in section 18 of the Act), for the interception of communications referred to in those sections, must, if listed equipment is to be used to intercept those communications in the application—

- (i) specify the category of listed equipment that will be used to intercept the communications;
 - (ii) indicate the identification number of the listed equipment; and
 - (iii) provide the particulars of the authorised persons referred to in paragraph 7(b)(iii) of this Part who will—
 - (aa) use the listed equipment; or
 - (bb) subject to the issuing of an entry warrant in terms of section 22(3) of the Act, install and maintain the listed equipment at the premises,to intercept the communications.
- (b) Authorised persons referred to in subparagraph (a)(iii), must within five days of the expiry of a direction, submit an affidavit to the designated judge which must—
- (i) contain the following information:
 - (aa) The category of listed equipment used;
 - (bb) the date and time of activation of the listed equipment;
 - (cc) the date and time of deactivation of the listed equipment;
 - (dd) the type of communications that were intercepted;
 - (ee) the nature and location of the facilities from which, or the place at which the communications were intercepted;
 - (ff) the identity of any person, if known, whose communications were intercepted and where applicable the electronic communications identifiers that were used to intercept the communications; and
 - (gg) where multiple authorised persons participated in the interception of communications by means of listed equipment under their physical control, the date, time and place and particulars of the authorised persons who respectively handed over and received the listed equipment and the functional status of the listed equipment; and

- (ii) be accompanied by a copy of the receipt referred to in paragraph 7(d) of this Part.
- 11.
 - (a) The National Commissioner must immediately in writing report any loss or unauthorised use of any listed equipment reported to him or her in terms of paragraph 6(a)(ii)(ee) of this Part to the Cabinet member responsible for policing and the Inspector-General of Intelligence.
 - (b) The National Head of the Directorate must in writing immediately report any loss or unauthorised use of any listed equipment reported to him or her in terms of paragraph 6(a)(ii)(ee) of this Part to the Cabinet member responsible for policing and the retired judge.
- 12. The Cabinet member responsible for policing must, not later than three months after the end of a financial year, submit an inventory to—
 - (a) the Chairperson of the Joint Standing Committee on Intelligence;
 - (b) the Inspector-General of Intelligence; and
 - (c) the retired judge,of all listed equipment in possession of the South African Police Service as at the end of that financial year.
- 13. The Cabinet member responsible for policing must, not later than three months after the end of a financial year, table a report in Parliament containing the following information:
 - (a) The number of authorisations that were issued for the use of listed equipment and the purposes for which those authorisations were issued;
 - (b) the categories of listed equipment that were used in respect of these authorisations; and
 - (c) any unauthorised use of listed equipment which came to his or her attention and steps that were taken in response thereto.

Part III**Categories of listed equipment and scope of exemption****Item 1**

Column I Categories of listed equipment	Column II Scope of exemption
<p>(a) Hardware keystroke recorders which record keystrokes of a keyboard of a computer device and either store the recorded information, or make the recorded information available to a pre-selected IP-address.</p> <p>(b) Night vision and thermal imaging apparatus.</p> <p>(c) Wiretaps used for the interception of indirect communications during the course of its transmission over a fixed systems (circuit- and packet- switched) electronic communications network (telephone communications).</p> <p>(d) Electronic amplified microphones that can be used to intercept direct communications with an effective interception range of less than 700 meters.</p> <p>(e) Laser interception devices that can be used to intercept direct</p>	<p>The South African Police Service is exempted from the prohibited acts, contemplated in section 45(1) of the Act, of possessing, purchasing, manufacturing and assembling of the equipment listed as items (a) to (m) in Column I.</p>

Column I Categories of listed equipment	Column II Scope of exemption
<p>communications with an effective interception range of less than 700 meters.</p> <p>(f) Miniature radio frequency transmitters that can be used to intercept direct communications.</p> <p>(g) Miniature recording devices that can be used to intercept direct communications.</p> <p>(h) Miniature video/audio cameras which—</p> <p style="padding-left: 40px;">(i) record and store video/audio; or</p> <p style="padding-left: 40px;">(ii) transmit video/audio.</p> <p>(i) Miniature cameras which—</p> <p style="padding-left: 40px;">(i) record and store photographic images; or</p> <p style="padding-left: 40px;">(ii) transmit photographic images.</p> <p>(j) Transmitters which can be used to monitor the location of a person or an object.</p> <p>(k) Any equipment that is reasonably necessary to be used with the equipment listed as items (a) to (j).</p> <p>(l) Any component of the equipment listed as items (a) to (k).</p> <p>(m) Any software that is necessary for the effective operation of the</p>	

Column I Categories of listed equipment	Column II Scope of exemption
equipment listed as items (a) to (k).	

Item 2

Column I Categories of listed equipment	Column II Scope of exemption
<p>(a) IMSI-catchers whose hardware and software configurations restrict its use to the intercept communication-related information.</p> <p>(b) Any component of an IMSI-catcher contemplated in item (a).</p> <p>(c) Any equipment, and any component thereof that is reasonably necessary to be used with an IMSI-catcher contemplated in paragraph in (a).</p> <p>(d) Any software that is necessary for the effective operation of—</p> <p>(i) an IMSI-catcher contemplated in item (a); or</p> <p>(ii) any equipment that is reasonably necessary to be used with an IMSI-catcher contemplated in item (a).</p>	<p>The South African Police Service is exempted from the prohibited acts contemplated in section 45(1) of the Act, of—</p> <p>(i) possessing and purchasing of the equipment listed as items (a) to (d) in Column I; and</p> <p>(ii) the assembling of the equipment listed as items (a) to (c), including the installation of the software listed in item (d) on the equipment listed as items (a) to (c), in Column I.</p>

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