



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 693

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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](mailto: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](mailto:@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](http://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](mailto:Annamarie.DuToit@gpw.gov.za)

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

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

# Closing times for **ORDINARY WEEKLY** **2023** **GOVERNMENT GAZETTE**

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

- **08 December**, Thursday for the issue of Thursday **15 December 2022**
- **15 December**, Thursday for the issue of Friday **23 December 2022**
- **22 December**, Thursday for the issue of Friday **30 December 2022**
- **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.

## IMPORTANT NOTICE:

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## 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](http://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 <b>after</b> 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 <b>after</b> submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> 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](http://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](mailto: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](mailto: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](mailto:info.egazette@gpw.gov.za) before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

### PROOF OF PUBLICATION

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

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## GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 3249

31 March 2023

## GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT 22 OF 1994) AS AMENDED

Notice is hereby given in terms of Section 11 [1] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended, that the land claim for Restitution of Land Rights has been lodged by Ms. Carolina Magrietha Aletta Van Rooyen, ID No 350602 0026 087 KRP 5463 on the properties mentioned hereunder in the Thembisile Local Municipality, Nkangala District, Mpumalanga Province:

## PARTICULARS OF THE PROPERTY

TWEEFONTEIN 220 JR

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 7 (former Gedeelte G van Tweefontein 529)	Republic of South Africa	T13868/1980	249.5963H	None	None	K1653/1971S K2156/1983S K5171/1997S

The Regional Land Claims Commissioner, Mpumalanga Province will investigate all the land claims in terms of the provisions of the Act, any party interested in the above mentioned properties is hereby invited to submit within **30 [thirty days]** from the date of the publication of this notice any comments, or further information to:

Commissioner for Restitution of Land Rights  
Private Bag X7201  
Witbank  
1035

or Shop No. E 8  
Saveways Crescent Centre  
Cnr OR Tambo and Mandela Street  
Witbank  
1035  
TEL NO: 013 – 655 1000

  
MR. L.H. MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER  
MPUMALANGA PROVINCE

DATE: 22-12-2022

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 3250

31 March 2023

## GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 [ACT 22 OF 1994] AS AMENDED

- Notice is hereby given in terms of **Section 11A [4] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended**, that a land claim for the **Restitution of Land Rights** has been lodged by Mr. Martinus Christian Du Plessis ID No. 381123 5010 004 on behalf of the Du Plessis family on the property mentioned hereunder situated in Nokeng Tsa Taemane Local Municipality, Metsweding District, Mpumalanga Province. KRP 2726

## PARTICULARS OF THE PROPERTY

## Haartebeestpruit 235 JR

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
R/E of the farm Haartebeestpruit 235 JR	National Government of the Republic of South Africa	T35734/1985	32.9290ha	None	None	I - 13357/1991 C - T6817/ K 882/195 IS

The Regional Land Claims Commissioner, Mpumalanga Province will investigate all the land claims in terms of the provisions of the Act, any party interested in the above-mentioned property is hereby invited to submit within 30 [thirty days] from the date of the publication of this notice to submit any comments, or further information to :

Commissioner for Restitution of Land Rights  
Private Bag X7201  
Witbank  
1035

or Shop No. E 8  
Saveways Crescent Centre  
Cnr OR Tambo and Mandela Street  
Witbank  
1035  
TEL NO: 013 - 655 1000

  
MR. L.H. MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER  
MPUMALANGA PROVINCE

DATE: 2023/03/06

**DEPARTMENT OF EMPLOYMENT AND LABOUR**

NO. 3251

31 March 2023

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993  
(ACT No. 130 OF 1993), AS AMENDED****CONFIRMATION OF LIFE FOR ALL FOREIGN PENSIONERS AND  
BENEFICIARIES IN THE COMPENSATION FUND**

I, Farzana Fakir, the Acting Commissioner for the Compensation Fund, hereby issue a notice in terms of section 6A of the COID Act to inform the pensioners, beneficiaries and recipients who receives a monthly pension from the Compensation Fund (Fund) to submit the confirmation of life documents before the 31<sup>st</sup> of May 2023. The submission of the confirmation of life documents will serve as a proof of verification of existence of pensioners, beneficiaries and recipients.

This notice affects all non-South African citizens residing in and outside of South Africa as well as all South African citizens residing outside South Africa. The individuals affected can either be the IOD/OD employees who receive a monthly pension from the Fund because of disability (in terms of Section 49 (4) of CODA), the dependents of deceased pensioners and the guardians receiving pension on behalf of dependents below the age of 18 years of age (in terms of section 54 (1) of COIDA).

Failure to submit the required and complete documents will result in the monthly pension payment being terminated with the assumption that the life status of the affected pensioners are deceased. No reinstatement of pension will be done for any pensioners after the termination of such pensions.



All affected pensioners, beneficiaries and recipients are hereby called upon to submit the confirmation of life documents as a proof of existence to avoid suspension/termination of their monthly pension with the Fund.

The following information should be submitted for confirmation of life:

1. Duly completed Wac.22 form.
2. Certified copy (not older than 3 months) of valid identification documents (applicable to the pensioner, spouses and the guardian).
3. Certified copy of the death certificate of the deceased employee.
4. Certified copy of marriage certificate (only applicable for Spouses receiving pension).
5. Certified copy of birth certificate of dependent in the approved format (only children dependents receiving pension).
6. Three-months bank statements reflecting recent three-month payments received from the Fund (3 months from date of submission).
7. Recent proof of residence with the details (name and surname, contact details) of the pensioner/dependents/dependents under 18 years and as well as the guardian.
8. Certified copy of a valid proof of guardianship documents (where applicable).
9. NB: Where the guardian is a recipient, both the information of the recipient and the dependent/s should be submitted.

The above information should be submitted to the Fund via email to [#PensionersLifeConfirmation@LABOUR.gov.za](mailto:#PensionersLifeConfirmation@LABOUR.gov.za) with the subject line on the email 'Confirmation of life and claim number and or business partner number'.



.....  
**MS FARZANA FAKIR**  
**ACTING COMMISIONER: COMPENSATION FUND**

DEPARTMENT OF FINANCE

NO. 3252

31 March 2023



**DIRECTIVE 6 of 2023**

Submission of a risk and compliance return to the Financial Intelligence Centre by specified accountable institutions that are designated non-financial businesses and professions

**This Directive is issued by the Financial Intelligence Centre (the FIC) in terms of section 43A(3)(a) of the Financial Intelligence Centre Act, 2001 (Act 38 of 2001) (the FIC Act).**

**This Directive applies to accountable institutions that are designated non-financial businesses and professions listed in items 1, 2, 3 and 9 of Schedule 1 to the FIC Act.**

This Directive consists of four parts:

- 1. Purpose of the Directive**
- 2. Directive**
- 3. Format and frequency of risk and compliance return**
- 4. Effective date and non-compliance**

## 1. Purpose of the Directive

- 1.1 This Directive serves to inform all accountable institutions that are designated non-financial businesses and professions as specified in this Directive, that they must submit information regarding their understanding of money laundering (ML), terrorist financing (TF) and proliferation financing (PF) risks and their assessment of compliance with obligations in terms of the FIC Act to the FIC through a risk and compliance return.
- 1.2 The information obtained from the risk and compliance return will assist the FIC in forming an understanding of the levels of risk awareness and compliance of the responding accountable institution with the FIC Act and in identifying the ML, TF and PF risks facing different accountable institution sectors as designated in Schedule 1 to the FIC Act.

## 2. Directive

- 2.1 This Directive applies to accountable institutions that are designated financial businesses and professions and as listed in items 1, 2, 3 and 9 of Schedule 1 to the FIC Act.
- 2.2 The completion of the risk and compliance return is compulsory for all accountable institutions specified in this Directive.
- 2.3 Accountable institutions must answer all questions in the risk and compliance return questionnaire as specified in Annexure "A".
- 2.4 Accountable institutions must answer all questions based on its understanding of ML, TF and PF risks and its implementation of current risk-based controls in compliance with the obligations set out in the FIC Act.

## 3 Format and frequency of risk and compliance return

- 3.1 The risk and compliance return covers the reporting period from 1 April 2022 to 31 March 2023, both dates inclusive.
- 3.2 The risk and compliance return must be submitted to the FIC no later than 17:00 on Wednesday, 31 May 2023.

- 3.3 The risk and compliance return is an automated return. Accountable institutions are required to populate the information directly via a link as made available on the FIC website.

#### 4 Effective date and non-compliance

- 4.1 This Directive is effective from the date of publication in the government gazette.
- 4.2 Non-submission of the risk and compliance return will be considered non-compliance with this Directive and may result in an administrative sanction, in accordance with section 62E read with section 43A(3) of the FIC Act.

**Issued by:  
The Financial Intelligence Centre  
24 March 2023**

DEPARTMENT OF FINANCE

NO. 3253

31 March 2023



Financial  
Intelligence Centre



**DIRECTIVE 7 of 2023**

Submission of a risk and compliance  
return to the Financial Intelligence Centre  
by specified accountable institutions

**This Directive is issued by the Financial Intelligence Centre (FIC) in terms of section 43A(3)(a) of the Financial Intelligence Centre Act, 2001 (Act 38 of 2001) (FIC Act).**

**This Directive applies to accountable institutions listed in items 11, 14, 20, 21 and 22 of Schedule 1 to the FIC Act.**

This Directive consists of four parts:

1. **Purpose of the Directive**
2. **Directive**
3. **Format and frequency of risk and compliance return**
4. **Effective date and non-compliance**

## 1. Purpose of the Directive

- 1.1 This Directive serves to inform all accountable institutions specified in this Directive, that they must submit information regarding their understanding of money laundering (ML), terrorist financing (TF) and proliferation financing (PF) risks and their assessment of compliance with obligations in terms of the FIC Act to the FIC through a risk and compliance return.
- 1.2 The information obtained from the risk and compliance return will assist the FIC in forming an understanding of the levels of risk awareness and compliance of the responding accountable institution with the FIC Act and in identifying the ML, TF and PF risks facing different accountable institution sectors as designated in Schedule 1 to the FIC Act.

## 2. Directive

- 2.1 This Directive applies to accountable institutions that are listed in items 11, 14, 20, 21 and 22 of Schedule 1 to the FIC Act.
- 2.2 The completion of the risk and compliance return is compulsory for all accountable institutions specified in this Directive.
- 2.3 Accountable institutions must answer all questions in the risk and compliance return questionnaire as specified in Annexure "A".
- 2.4 Accountable institutions must answer all questions based on its understanding of ML, TF and PF risks and its implementation of current risk-based controls in compliance with the obligations set out in the FIC Act.

## 3. Format and frequency of risk and compliance return

- 3.1 The risk and compliance return covers the reporting period from 1 January 2023 to 30 June 2023, both dates inclusive.
- 3.2 The risk and compliance return must be submitted to the FIC no later than 17:00 on Monday, 31 July 2023.



- 3.3 The risk and compliance return is an automated return. Accountable institutions are required to populate the information directly via a link as made available on the FIC website.

#### 4 Effective date and non-compliance

- 4.1 This Directive is effective from the date of publication in the government gazette.
- 4.2 Non-submission of the risk and compliance return will be considered non-compliance with this Directive and may result in an administrative sanction, in accordance with section 62E read with section 43A(3) of the FIC Act.

**Issued by:  
The Financial Intelligence Centre  
24 March 2023**



AN AGENCY OF THE DEPARTMENT OF SPORTS, ARTS AND CULTURE

## SOUTH AFRICAN HERITAGE RESOURCES AGENCY

### DECLARATION OF THE FIRST PHASE OF SITES IN DISTRICT SIX, CAPE TOWN, WESTERN CAPE AS NATIONAL HERITAGE SITES

By virtue of the powers vested in the South African Heritage Resources Agency (SAHRA), in terms of section 27 (5) of the National Heritage Resources Act (No. 25 of 1999), SAHRA hereby declares the first phase of sites listed in the Schedule below as part of District Six as National Heritage Sites.

#### **Statement of Significance**

*District Six, the once vibrant multi-cultural residential heart of Cape Town, was ripped out by forcing more than 60 000 people from the economic centre and relocating a whole community to the Cape Flats, an area devoid of opportunity located at the periphery of the city. In the same fashion, many communities across South Africa were disenfranchised, disempowered and dehumanised. Urban dwellers of colour were relegated to the least favourable areas and their economic ability, social opportunities and lifestyle were considerably reduced through the dramatic erosion of a cosmopolitan and lively community.*

*District Six is considered to possess the national heritage value of 'telling a national history of forced removals.' District Six constitutes a previously neglected memory of the history of South Africa that is to be used as part of the reconstruction and healing of the nation, a memory closely guarded and kept alive by the former residents and celebrated and passed on through various means, such as the arts, schools and religious centres that remained.*

*The significance, of District Six, is threefold as it tells the story of how people became the victims of their circumstances, but through years of non-violent resistance and a fervent struggle became victorious, evidenced by the pride of many former residents and descendants of these residents.*

- 1. Firstly, "land was stolen from people who were defenceless, voiceless and disenfranchised in the land of their birth"*
- 2. Secondly the resistance and struggle of the people prevented the area of District Six from being redeveloped into a middle-class white area as was envisioned and planned by the apartheid planners. The pen and the word were used as armour in the struggle and resistance of this community to return and get back their 'stolen goods'.*
- 3. Restoration, redevelopment and reconstitution are the final steps in the reconciliation of a community. Currently, this is taking the form of recalling the community of District Six to transplant the cultural heart back into the city.*

*This legacy of history must be remembered for having the potential to yield information that will contribute to an understanding of South Africa's cultural heritage. It must be celebrated for its importance in the community and pattern of South Africa's history.*

### **Seven Steps**

*The Seven Steps remains one of the main symbols to represent the community of District Six. The very mention of the 'Seven Steps' immortalized in Taliep Petersen's musical 'District Six', stirs up deep emotions. The Seven Steps of stone, worn by the thousands who used these over the years, to work, to home, to school, to play, to 'bok', to church, to mosque, to shop, to celebrate and to mourn, were part of the great big soul of the district. Today, so many years after its destruction, the Seven Steps stands out as the premier symbol of District Six that still lives in the hearts of all who lived, loved, played and worked in the 'District'. It is a powerful symbol of diversity and inclusivity and what that is currently located in the new CPUT residence.*

### **Holy Cross**

*The Holy Cross Congregation is a religious congregation under the Catholic Church founded in Switzerland in 1849. Their mission is the provision of education wherever the need persists. The Sisters arrived in South Africa as a missionary order in 1883, with their first school being established in Umtata. Holy Cross School was known as Holy Cross Mission in the early days and was the first Coloured School in the Cape. The school opened on the 24th January 1910 after four sisters set out from the Transkei to start a coloured mission here in Cape Town.*

*The Sisters charged fees of one penny per week in the lower classes and 4 pence from standard four upwards until 1920, when free education was introduced. The number of learners increased progressively to the extent that a new building had to be erected in 1933. Even through hardships such as the displacement and destruction of the District Six community, the school produced priests, religious brothers and sisters such as the Rector of the University of the Western Cape, Mr Brian O Connell and ex-Mayor of Cape Town, Ms Theresa Solomons.*

### **Moravian Church**

*The Moravian Church has a deep history in South Africa as it was the first church to have a mission station in South Africa when Georg Schmidt arrived in 1737 to begin his work in Baviaanskloof, now Genadendal. The Moravian Chapel previously located in Russell Road, known as Moravian Hill, was built in 1886 and consecrated 25 September 1886 became the first urban Moravian congregation.*

*The bell of the Church provides another history as bells have come to form part of our cultural history and it was initially, 'brought to South Africa for church and civic purposes from the earliest days of the Dutch settlement at the Cape.' Bells served numerous purposes within the Moravian Church such as, announcing worship services, earlier years, at the mission stations the ringing of the bell called up the residents for community work, and the tolling of the church bell announces that someone in the congregation has passed away. The bell at Moravian Hill hangs in a bell-cote above the apex on the west end of the church with a backdrop against Table Mountain with the date of 1936 engraved on it. 1936 represents the 50<sup>th</sup> anniversary of the Church and it may be the bell coincided with that commemoration.*

**Zeenatul-Islam Masjid**

*Zeenatul-Islam Masjid, also known as Muir Street Masjid, celebrated its 100<sup>th</sup> anniversary in 2020. The pioneers of this Mosque arrived as immigrants from the State of Gujarat, India in the late 19<sup>th</sup> and early 20<sup>th</sup> century. Collectively these immigrants came to be referred to as Kanamias. They settled in District Six with the hope of seeking opportunities and providing for their families back home in India.*

*3 Muir Street became the jamaat khaana (a group prayer space) due to there not being a masjid and it served as a place of solace for new immigrants. Members of the community on January 2, 1919, made an announcement of their plans to construct a masjid to replace jamaat khaana. Two adjacent properties were bought on the corner of Muir Street and Chapel Streets in September 1919 and converted into a masjid with a minaret. By 1923 all alterations were completed, and the Kanamia Moslem League was founded to oversee the affairs of the masjid.*

**Al-Azhar Mosque**

*Al Azhar Mosque represents the oldest mosque in District Six, in Aspeling Street, founded in 1887. Imam Kassiem Gamielien served as the first Imam of the Masjid. The Mosque is still in use today and serves as a memorial to the community of District Six.*

**Trafalgar High School**

*Trafalgar High School was opened in 1912 as the first state high school for people of colour. The school was established due to the efforts of Dr Abdurahman, President of the African People's Organisation and Harold Cressy, the first person of colour to obtain a BA degree from the University of Cape Town. Harold Cressy was the school's first principal. The school and building is synonymous with the fight against apartheid. The teaching staff were politically aware activists who formed part of organisations such as the Teachers' League of South Africa, the New Era Fellowship, the Non-European Unity Movement. Alumni of the school include Dullah Omar; Abdullah Ebrahim (Dollar Brand); James La Guma; Judge Siraaj Desai; Helen Kies; Ben Kies; Rahima Moosa; Cissie Gool; among others.*

**Harold Cressy School**

*The school represents resistance to apartheid laws and association to the public memory of forced removals, segregation, and academic excellence. In 1941 the buildings that previously housed Hope Lodge Primary School, which catered for the Jewish Community were occupied by Hewat Training College. Hewat College was the first coloured tertiary institution and provided a focus of intellectual resistance to white segregation. The college remained in Roeland Street until 1961. The demand for a high school grew and Cape Town Secondary School was founded in January 1951. The school consisted of three teachers: Mr F Hendricks (the Principal), Miss D Fuchs and Mr F Hilario. In 1953, the school was renamed Harold Cressy High School in honour of Mr Harold Cressy who had to overcome formidable disadvantages and overwhelming odds in his pursuit of academic excellence and in his dedication to community service.*

*The 1960s were challenging years for Harold Cressy. The school took a blow with the destruction of District Six, the community from which the school drew the majority of its students. Cressy was further politicised with the student uprisings of 1976 and 1980 that reached a peak in 1985. For four months the school abstained from the prescribed curriculum and instead educated students in the struggle for liberation. The school applied a radical approach, demanding not only an improved*

education system but a full democracy. The conflict with the government resulted in the imprisonment of two of their teachers

### **Jewish Cemetery**

The Jewish Cemetery displays high historical and social significance and is a testament to the role, history and legacy of the Jewish community in District Six. Many communities lived in District Six but one thing that is noted in *The Jews of District Six* is: "As the history of the Jews of District Six has receded or has been subsumed into the iconic status District Six has rightly achieved as a symbol of man's inhumanity to man... it is a salutary reminder of a time when a multi-ethnic and multi-religious community could live together in peaceful coexistence".

One of the first things Jews do, long before they develop a congregation or even a synagogue, is to get land for a cemetery (Gwynne Robins). The CT Hebrew Congregation was formed in 1841 – in 1842 they bought two plots of land in Woodstock – what became the Arthurs Road cemetery. One of the 1841 founders was the first person buried there – his posthumous child was the first Jewish child born here. Solly Berger has written about the establishment of the cemetery in the *Great Synagogue's 2005 Centenary History* publication and Prof Howard Philips has researched the cemetery and its graves.

### **Schedule**

The demarcation of the sites is as follows:

Site No.	Name of the District Six Site	Erf No	Town	Municipality	Province
1.	Seven Steps	9929; Cape Town	Cape Town	City of Cape Town	Western Cape
2.	Holy Cross Roman Catholic Church, Parish Centre and Convent	8846; 8859; 8858, 8869	Cape Town	City of Cape Town	Western Cape
3.	Moravian Church	176411	Cape Town	City of Cape Town	Western Cape
4.	Zeenatul- Islam Masjid	161478	Cape Town	City of Cape Town	Western Cape
5.	Al Azhar Mosque	115728	Cape Town	City of Cape Town	Western Cape
6.	Trafalgar High School	168162	Cape Town	City of Cape Town	Western Cape
7.	Harold Cressy High School	5854-RE	Cape Town	City of Cape Town	Western Cape
8.	Jewish Cemetery	10772; 10773	Cape Town	City of Cape Town	Western Cape

### **Coordinates:**

Site No	Name of the District Six Site	Points	Latitude	Longitude
1.	Site of the Seven Step	A	-33.930214	18.430442
		B	-33.930199	18.430453
		C	-33.930219	18.430493
		D	-33.930238	18.430481

Site No	Name of the District Six Site	Points	Latitude	Longitude
2.	Holy Cross Catholic Church	A	-33.933018	18.439531
		B	-33.933061	18.43968
		C	-33.932755	18.439853
		D	-33.932708	18.439614
	Holy Cross Parish Centre	A	-33.93316	18.439393
		B	-33.933069	18.438929
		C	-33.932798	18.439001
		D	-33.932885	18.439466
	Holy Cross Convent	A	-33.933262	18.43983
		B	-33.933272	18.439796
		C	-33.933201	18.439604
		D	-33.933176	18.439489
		E	-33.933018	18.439531
F		-33.933061	18.43968	
G		-33.933032	18.439695	
3.	Moravian Church	A	-33,931823	18,431998
		B	-33,931814	18,43203
		C	-33,931997	18,432534
		D	-33,932359	18,432347
		E	-33,932173	18,43182
4.	Zeenatul- Islam Masjid	A	-33.928814	18.432637
		B	-33.928833	18.432586
		C	-33.928983	18.432247
		D	-33.929088	18.432051
		E	-33.929063	18.431973
		F	-33.929026	18.431947
		G	-33.928777	18.431968
5.	Al Azhar Mosque	A	-33,930148	18,432932
		B	-33,930292	18,432922
		C	-33,930448	18,432805
		D	-33,930352	18,432561
		E	-33,93013	18,432576
6.	Trafalgar High School	A	-33,932489	18,42831
		B	-33,932598	18,428255
		C	-33,932735	18,428553
		D	-33,932895	18,42871
		E	-33,933884	18,428728
		F	-33,933907	18,428695
		G	-33,93389	18,428577
		H	-33,933841	18,428587
		I	-33,933779	18,428535
		J	-33,933764	18,428442
		K	-33,933808	18,428366
		L	-33,933857	18,428356

Site No	Name of the District Six Site	Points	Latitude	Longitude
		M	-33,933654	18,426994
		N	-33,93358	18,426858
7.	Harold Cressy High School	A	-33,931386	18,425476
		B	-33,931874	18,424722
		C	-33,931866	18,424653
		D	-33,930692	18,423693
		E	-33,930632	18,423706
		F	-33,930192	18,424356
8.	Jewish Cemetery	A	-33,926656	18,449232
		B	-33,926375	18,449281
		C	-33,926606	18,448825
		D	-33,926325	18,448876

END

## DEPARTMENT OF WATER AND SANITATION

NO. 3255

31 March 2023

**TRANSFORMATION OF THE IXOPO IRRIGATION BOARD INTO THE IXOPO WATER USER ASSOCIATION, KWAZULU NATAL PROVINCE**

I, Senzo Mchunu, the Minister of Water and Sanitation, hereby declare in terms of section 98(6) of the National Water Act, 1998 (Act No. 36 of 1998) that –

- (a) the Ixopo Irrigation Board is a water user association;
- (b) the Association's name is the Ixopo Water User Association; which is situated in Pongola-Mtamvuna water management area in the KwaZulu Natal Province
- (c) the area of operation of the Ixopo Water User Association includes all properties in respect of which any person is entitled to use water (surface and underground water) by virtue of entitlements in terms of section 22(1) of the Act from –
  - (i) the area of operation includes the Ixopo River and extends from Resolis 1968 in the North East, Rockvale in the SSW to Loch Bughe No.2 4945 in the North West. The proposed area of operation includes several privately owned dams and the irrigation board dam, St Isidore.
  - (ii) any other water resource(s) and/or waterwork(s) situated outside the area described in paragraph (c)(i) above, which water resource(s) and/or waterwork(s) and accompanying area the Department of Water and Sanitation or the responsible authority may require the Association to control,
- (d) the constitution of the Ixopo Water User Association has been approved.
- (e) Delegation note of certain powers and functions of the Water User Association is attached.



**MR SENZO MCHUNU, MP**  
**MINISTER OF WATER AND SANITATION**

DATE 20 / 03 / 23



## DEPARTMENT OF WATER AND SANITATION

NO. 3256

31 March 2023

**TRANSFORMATION OF THE MZALANYONI IRRIGATION BOARD INTO THE MZALANYONI WATER USER ASSOCIATION, KWAZULU NATAL PROVINCE**

I, Senzo Mchunu, the Minister of Water and Sanitation, hereby declare in terms of section 98(6) of the National Water Act, 1998 (Act No. 36 of 1998) that –

- (a) the Mzalanyoni Irrigation Board is a water user association; which is situated in Pongola-Mtamvuna water management area in the KwaZulu Natal Province.
- (b) the Association's name is the Mzalanyoni Water User Association;
- (c) the area of operation of the Mzalanyoni Water User Association includes all properties in respect of which any person is entitled to use water (surface and underground water) by virtue of entitlements in terms of section 22(1) of the Act from –
  - (i) the area covered by the catchment area of the Mzalanyoni is the uMzalanyoni River, which is a tributary of the Umkomaas river in the Pongola - Mtamvuna Water Management Area.
  - (ii) any other water resource(s) and/or waterwork(s) situated outside the area described in paragraph (c)(i) above, which water resource(s) and/or waterwork(s) and accompanying area the Department of Water and Sanitation or the responsible authority may require the Association to control,
- (d) the constitution of the Mzalanyoni Water User Association has been approved.
- (e) Delegation note of certain powers and functions of the Water User Association is attached.



**MR SENZO MCHUNU, MP**  
**MINISTER OF WATER AND SANIATION**

DATE

20/03/2023

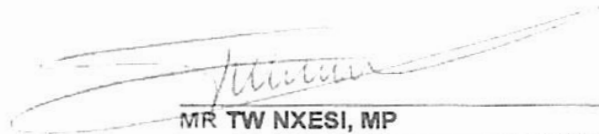
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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS**

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**DEPARTMENT OF EMPLOYMENT AND LABOUR****NOTICE 1726 OF 2023****BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY (KWA-ZULU-NATAL): EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT**

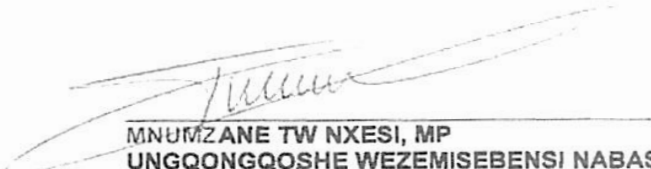
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Contract Cleaning Services Industry (Kwa-zulu Natal)**, 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 first day of the month after the date of publication of this Notice and shall remain in force until replaced by a subsequent agreement.



MR TW NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR  
DATE: 18/03/2022

**UMNYANGO WEZEMISEBENZI NABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY (KWA-ZULU NATAL): UKWELULWA KWESIVUMELWANO ESIYINGQIKITHI SOMKHANDLU SELULELWA KULABO ABANGEYONA INGXEENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yiBargaining Council for the Contract Cleaning Services Industry (Kwa-Zulu Natal), ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngoSuku lokuqala lweNyanga emva kokushicilelwa kwalesisaziso esiyohlala sisebenza kuze kube mhla sibuyiselwa ngesinye isivumelwano esilandelayo.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI NABASEBENZI**  
USUKU: 18/03/2023

## SCHEDULE

BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY  
(KWA-ZULU NATAL)

## MAIN COLLECTIVE AGREEMENT

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

**The National Contract Cleaners Association (KZN)**

(hereinafter referred to as “the Employers” or “the Employers Organisation”) of the one part, and the

**South African Transport and Allied Workers Union (SATAWU)****National General Workers Union (NAGEWU)****Transport, Retail, & General Workers Union (THORN)****South African United Workers Liberation Movement (Sauwolimo)**

(hereinafter referred to as the “Employees” or the “Trade Unions”, of the other part, being parties to The Bargaining Council for The Contract Cleaning Services Industry (Kwa-Zulu Natal).

**1. SCOPE OF APPLICATION OF THE AGREEMENT.**

(1) The terms of this Collective Agreement shall be observed by employers and employees in the Contract Cleaning Services Industry as defined hereunder, in the Province of Kwa-Zulu Natal: -

“Contract Cleaning Services Industry” or “Industry” means the industry in which employers and employees are associated on fixed-term or fixed project contracts for carrying out one or more of the following activities for hire or reward:

- (a) The cleaning or washing, by hand or machine, of furniture, windows, carpets, doors, floors, ceilings, roofs, baths, showers, toilets, kitchens, tools, machinery, at the premises of a client, including but not limited to state, industrial, commercial, business premises, residential premises, hotels, markets, hospitals and flats, buildings, and includes the maintenance of gardens and grounds that are contained within the same project and/or contract and is undertaken by the same employer, but excludes contracts that are exclusively garden and ground maintenance;
- (b) The cleaning of roads or highways or the interior or exterior of any air-planes, trucks, cars, buses, trains, ships or any vehicle requiring to be cleaned or valeted excluding auto valet establishments as defined in the certificate of registration of the Motor Industry Bargaining Council;
- (c) The hiring out by temporary employment services of employees for activities or operations which ordinarily or naturally fall within the definition of contract cleaning, irrespective of the class of undertaking, industry, trade or occupation in which the client is engaged as an employer.

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- (2) Notwithstanding the provisions of sub-clause (1) above, this Agreement shall apply to Employees for whom wages are prescribed in this Agreement and to the employers of such employees;

## 2. PERIOD OF OPERATION OF AGREEMENT.

- (1) This Agreement shall only come into operation from the 1<sup>st</sup> day of the month following the date of promulgation.
- (2) The parties agree to abide by clause 10.4 of the Council Constitution which reads as follows: "the parties agree that any agreement reached between them shall not be legally binding on any parties concerned unless such agreement has been reduced to writing, has been signed by all the parties, promulgated and extended to non-parties by way of the Government Gazette."
- (3) Upon expiration of this agreement and in the absence of a new agreement, the terms and conditions prevailing at the time of expiration shall apply until such time as a new agreement has been promulgated.
- (4) The parties agree to request the Minister of Employment and Labour to extend the Main Collective Agreement in terms of Section 32 (1) of the Labour Relations Act to non-parties

## 3. DEFINITIONS.

"Act" means the Labour Relations Act, 1995 (Act No.66 of 1995) and as amended from time to time.

"Cleaner" means a person who is required to spend more than 50% of his/her time to perform any of the following: to clean or wash, by hand or machine, furniture, windows, carpets, doors, floors, ceilings, roofs, baths, showers, toilets, kitchens, tools, machinery, at the premises of a client, including but not limited to state, industrial, commercial, business premises, residential premises, hotels, markets, hospitals and flats, buildings and includes the maintenance of the gardens and grounds or roads or highways and the interior or exterior part of any air-planes, trucks, cars, buses, trains, ships, boats or any other vehicle requiring to be so cleaned or valet and/or to perform any work incidental thereto, which includes learnerships, but specifically excludes domestic worker.

"Casual Employee" means a person employed by the same employer on not more than three days per week.

"Domestic worker" means an employee who is employed by an individual, a temporary employment service or any other employer to undertake the domestic work of up to six private residences per week. The work carried on by the Domestic worker would be that of cleaning, washing, ironing, child minding and the preparation of food and the cleaning up thereafter at a private residence. For the purposes of this definition a private residence would be defined as a residence where one family unit resides. This would exclude the common areas of any residential premises, hotels, commercial properties, flat buildings or residential developments.

"Council" means the Bargaining Council for the Contract Cleaning Services Industry (Kwa-Zulu Natal), as registered in terms of Section 27 of the Act.

"day" means any period of 24 hours, calculated from the time an employee commences work.

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“**emergency work**” means any work which is required to be done without delay, due to unforeseen circumstances such as fires, storms, accidents, acts of violence, epidemic, sabotage, industrial unrest, theft and/or breakdown or threatened break-down of buildings.

“**establishment**” means any premises or section of premises in which are employed one or more employees of the class defined in Clause 1 hereof.

“**law**” includes the Common Law.

“**military service**” means any period of military service or training required in terms of the Defence Act, 1957.

“**monthly wage**” shall mean the hours normally worked in a week multiplied by the rate applicable as stipulated in clause 4 and multiplied by 4.33.

“**night work**” means any period of work (other than overtime work) which falls between the hours of 18:00 and 06:00.

“**overtime**” means a period worked by an employee, on any day of any week, which is in excess of the maximum normal working hours per week laid down in Clause 7 hereof.

“**piece-work**” means any system under which an employee’s remuneration is based on the quantity of work done by him.

“**probationary period**” means a maximum period of 4 (four) months in which time an employee will be considered a temporary employee.

“**public holiday**” means any day laid down as such in the Public Holidays Act, 1994.

“**shift worker**” means an employee engaged in performing an activity in shifts, at an establishment where two or three consecutive shifts are worked per day on not more than six days in any week.

“**Temporary Employee for the purpose of the Provident Fund and The Family Medical Crisis Plan**” shall mean:


- a) An employee who has been contracted to fill the position of an employee on sick, maternity, general absenteeism or annual leave; or
- b) An employee who has been contracted to work on a specific site where the contract with the employer’s client is for a period of no more than 6 (six) months.

“**wage**” means the amount of money payable by an employer to his/her employee, in terms of any agreement in the Council in respect of ordinary hours worked by him, as laid down in Clause 4 hereof; provided that “**ordinary wage**” and “**weekly wage**” shall have equal meaning if an employer regularly pays an Employee for ordinary hours worked, at a rate higher than that laid down in any Agreement for such type of work; and

“**week**” means the seven-day period usually considered to be the working week of the Employee concerned.

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#### 4. REMUNERATION.

- 4.1 An employer shall pay his employees for ordinary hours worked at the following rates per hour (or part thereof), calculated on a pro rata basis for all employees:
- a) the province of Kwa-Zulu Natal
    - i) With effect from the period of operation – R27.50 per hour;
    - ii) With effect from 1<sup>st</sup> March 2024 – R29.12 per hour;
    - iii) With effect from 1<sup>st</sup> March 2025 – R30.86 per hour
- 4.2 A casual employee who is required to perform the same class of work as that performed by an employee, shall be paid by the employer at the rate applicable to ordinary hours worked by employees, as laid down above.
- 4.3 In addition to the ordinary wage, an employer shall pay a night work allowance to any employee required or permitted to do night work, and such allowance shall be calculated in respect of each night hour (or part thereof) so worked, at a rate of 10% of said employee's hourly wage.
- 4.4 An employer shall give the first option of work on any contract to any employees in his/her employ in order to enable such employees to increase their hours of work up to the maximum prescribed. Provided the application of this clause will under no circumstances create an expectation of continued employment.
- Any dispute relating to this sub-clause shall be referred to conciliation and if unresolved to arbitration in accordance with the Council Constitution, or if applicable, the Labour Relations Act, 1995.
- 4.5 "An annual incentive bonus" will be paid, to all cleaners in employment on the 1<sup>st</sup> December, in the month of December each year. The bonus will be as follows:
- a) An amount equivalent to 4.33 (four point three three) times the employee's weekly wage;
  - b) The annual incentive bonus will be pro rata calculated on the number of full calendar months' service divided by 12 and multiplied by 4.33 (four point three three) times his weekly wage.
  - c) Definition of Full Calendar Month of Service:
    - i) Current Employees who are currently in the service of employers and who do not ordinarily work on a Saturday, Sunday or Public Holiday will not attract a pro-rata penalty, for purposes of bonus calculations, where the first day of the month falls on a Saturday, Sunday or public holiday.

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- ii) New Employees who are engaged after the 1<sup>st</sup> day of the month will attract a pro-rata penalty when Annual Incentive Bonuses are calculated.
- c) The weekly wage as set out in clauses (a) and (b) are to be read and calculated as per the formula set out in clause (d) of this section.
- d) The Calculation of Annual Incentive Bonus on Old / New Rate during full Calendar Year of that Annual Incentive Bonus shall be calculated on the prevailing rate of pay for each employee for each month worked during that Calendar Year.
- e) Incentive Bonus Penalty due to Absence from Work
  - i) Any statutory absence from work in terms of the Basic Conditions of Employment Act 75 of 1997 as amended, in particular section 20 Annual leave, section 22 Sick leave, section 25 Maternity leave and section 27 Family Responsibility leave, the Main Agreement and Lay-Offs due to an Injury on Duty, will not attract a pro-rata penalty when calculating the Annual Incentive Bonus.
  - ii) All other absence from work, whether authorized or unauthorized, will attract a penalty when Annual Incentive Bonuses are calculated.
- f) Casual employees do not qualify for the Annual Incentive Bonus
- g) Clause 4.5 c) ii; 4.5 d); and 4.5 f) above, are subject to the employer's right to exercise his/her discretion to regard these clauses as minimums.
- 4.6 a) An employer shall not employ any cleaner to work for less than 6 (six) hours per day, if an employee works for less than 6 (six) hours then that employee shall be paid for 6 (six) hours.

## 5. PAYMENT OF REMUNERATION.

5.1 Except as may be provided for in any Act (or any other Agreement of the Council which is binding in terms of Section 32 of the Act) any remuneration due by employers to employees in terms of this Agreement, shall be paid as follows in accordance with the rates laid down for the area of work and class of employee concerned:

- a) Employees; on shift, night and/or continuous activity work:
  - i) Either by cheque or by transfer into a Building Society or Bank account;
  - ii) At a time agreed upon between the employer and the employee so employed, but which shall be during the usual office hours of the establishment concerned, but not later than 24 hours after the usual pay day; or within one week of termination of such employment, if this takes place before the usual pay day.

  
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- b) Casual employees:
  - i) In cash, or by cheque or transfer into a Building Society or Bank account.
  - ii) At least once per week until termination of such employment.

## 5.2 Presentation of Remuneration

- a) Any remuneration paid to an employee shall be placed by the employer in a sealed envelope or container.
- b) The details listed hereafter shall either be recorded on such envelope or container or shall be contained in a statement accompanying same:
  - i) Employer's name and address;
  - ii) Employee's name and/or payroll number;
  - iii) period in respect of which payment is made;
  - iv) number of ordinary hours worked;
  - v) number of overtime hours worked in the payment period;
  - vi) number of hours worked in the payment period on a Sunday and/or a declared Public Holiday;
  - vii) employee's hourly wage;
  - viii) details of any other payment due arising from employment during the payment period;
  - ix) details of any deductions made in compliance with clause 5.3 hereafter;
  - x) net amount paid to employee;
  - xi) night shift allowance.
- c) The envelope, container, or statement on which the particulars listed in b) above are recorded, shall become the property of the employee.

## 5.3 Deductions

Deductions as set out in sub clauses a) to e) below may be made with the written consent of such employee, or as otherwise required or permitted under the provisions of this Agreement or any other Agreement of the Council, or in any terms of the Act or any other law:

- a) Deductions for Holiday, Sick, Medical, Insurance or Savings schemes, Provident or Pension Fund contributions, Loans, Accommodation and/or Trade Union

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subscriptions;

- b) Deductions for unauthorised absence from work by employees (other than Casual Employees), proportionate to the period of absence, and calculated on the basis of the rate ruling at that point in time;
- c) Deductions which the employer is required or permitted to make by law or order of any competent court;
- d) Deductions for legitimate reduction in the specified ordinary hours of work performed by employees (other than casual employees) owing to short time, which shall be calculated for each reduced hour of work at a rate not exceeding the employee's set wage (at such time) for ordinary hours worked: Provided that -
  - i) such short time deduction shall not exceed one third of the employee's monthly wage, irrespective of the number of hours by which the ordinary hours of work are reduced;
  - ii) that no deductions shall be made in the case of short time arising out of slackness of work, unless the employer has given his employees notice on the previous day, of his intention to so reduce the ordinary hours of work;
  - iii) that no deductions shall be made in respect to the first hour of short time (when of such work stoppage is caused either by bad weather or owing to the place of work being unfit for use or is in danger of becoming so) unless the employer has given his employees notice on the previous day that no work will be available;
- e) Deductions by the employer (with written consent from the employee concerned) for any installment which the employer has paid or has undertaken to pay on a loan granted to such employees for the purpose of acquiring a dwelling by any banking institution, building society, insurance business, registered financial institution, local authority or by the State.

#### 6. PROHIBITION ON FURTHER NEGOTIATION.

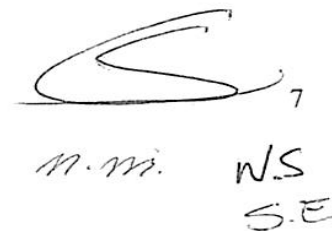
The contents of this main agreement are actual and not minimum standards for the Industry. No employer or employee(s)/trade union(s) may engage in a strike/work stoppage or lockout in pursuance of an improvement or improvements to any of the terms and conditions of this Agreement during the currency of this agreement.

#### 7. REGULATION OF WORKING TIME.

7.1 Every employer must regulate the working time of each employee:

- a) in accordance with the provisions of any Act governing occupational health and safety;
- b) with due regard to the health and safety of employees;

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- c) with due regard to the Code of Good Practice on the Regulation of Working Time issued under section 87(1)(a) of the Basic Conditions of Employment Act;
- d) with due regard to the family responsibilities of employees.

#### 7.2 Interpretation of day:

For the purpose of this clause “day” means a period of 24 hours measured from the time when the employee normally commences work.

#### 7.3 Ordinary hours of work:

- a) subject to this clause an employer may not require or permit an employee to work more than:
  - i) 45 hours in any week; and
  - ii) nine hours in any day if the employee works for five days or fewer in a week; or
  - iii) eight hours in any day if the employee works on more than five days in a week;
- b) an employee’s ordinary hours of work in terms of paragraph (a) (i) may by agreement be extended up to 15 minutes in a day but not more than 60 minutes in a week to enable an employee whose duties include serving members of the public to continue performing those duties after the completion of ordinary hours of work.

#### 7.4 Meal Intervals

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

- a) The period of the meal interval may be reduced to not less than half an hour, subject to agreement between the employer and the employee;
- b) If a meal interval is longer than one hour, any period in excess of three hours shall be deemed to be time worked, except when the proviso set out in e) hereafter, applies;
- c) Only two meal intervals (taken during the ordinary hours of work of any Employee on any day) shall not form part of the ordinary hours of work;
- d) When an employer is required to give an employee a further meal interval on any day, by reason of overtime worked on that day, such meal interval may be reduced to not less than fifteen minutes;



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- e) If the meal interval(s) is longer than three hours in the case of an employee wholly or mainly engaged in cleaning, any period of such meal interval(s) which is in excess of three hours, shall be deemed to form part of the ordinary hours of work.

7.5 Overtime:

- a) subject to this clause an employer may not require or permit an employee:
- i) to work overtime except in accordance with an agreement;
  - ii) to work more than three hours overtime a day; or
  - iii) ten hours overtime a week.
- b) an employer must pay an employee at least one and a half times the employee's wage for overtime worked in accordance with the provisions of the Basic Conditions of Employment Act as amended from time to time.

7.6 Compressed working week:

- a) an agreement in writing may require or permit an employee to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 7.4 without receiving overtime pay.
- b) an agreement in terms of paragraph a) may not require or permit an employee to work:
- i) more than 45 hours in any week;
  - ii) more than ten hours overtime in any week ; or
  - iii) on more than five days in any week.

7.7 Averaging of hours of work:

- a) despite clauses 7.3 and 7.5, the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months.
- b) an employer may not require or permit an employee who is bound by a collective agreement in terms of sub clause a) above to work more than:
- i) an average of 45 ordinary hours of work in a week over the agreed period;
  - ii) an average of five hours overtime in the agreed period.

7.8 Daily or weekly rest period:

- a) an employer must allow an employee:

  
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- i) a daily rest period of at least twelve consecutive hours between ending and recommencing work; and
  - ii) a weekly rest period of at least 36 consecutive hours which need not necessarily include Sunday.
- b) a daily rest period in terms of sub clause a) i) may be reduced to ten hours for an employee:
- i) who lives on the premises at which the workplace/contract is situated; and
  - ii) whose meal interval lasts for at least three hours.
- c) despite sub clause a) ii):
- i) a rest period of at least 60 consecutive hours every two weeks; or
  - ii) an employee's weekly rest period may be reduced by up to eight hours in any week if the rest period in the following week is extended equivalently.

## 8. ANNUAL LEAVE

### 8.1 Leave Entitlement

Subject to the provisions of clause 8.3, an employer shall grant leave to employees (other than casual employees) in respect of each period of 12 months' employment completed by them with such employer and according to their class of employment, as follows:

- a) 21 consecutive days leave in the case of an employee who normally works not more than 6 days in any week;
- b) 28 consecutive days leave in the case of an employee with more than ten years' service with the same employer.

### 8.2 Timing of Leave

- a) The leave specified in clause 8.1 above shall be granted to the Employee, and shall be taken by him, at a time to be fixed by the Employer; provided that:
  - i) if such leave has not been granted earlier, it shall be granted and taken so as to commence within three months after completion of the 12 month employment period for which it is due; or
  - ii) if agreed in writing between the employer and employee before such three month period has expired, the said leave may be granted by the employer and be taken by the employee, to commence within a further three month period, dating from the first such period ended.
- b) The period of leave shall not run concurrently with any period during which an

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employee is absent due to any of the following circumstances:

- i) sick leave in terms of Clause 9;
  - ii) incapacity in the circumstances as set out in clause 9 thereafter, for any period amounting in total to not more than ten weeks in any 12 month period of employment;
  - iii) being under notice of termination of employment, in terms of Clause 20;
  - iv) undergoing military service.
- c) At the written request of the employee, the employer may offset against the annual leave period, any days of occasional leave which have been granted to such employee on full pay during the 12 month period of employment for which such annual leave is due.

### 8.3 Payment of Part Leave on termination of service




If the services of an employee terminate before such employee has completed any 12 month period of employment or become entitled to annual leave in terms of sub clause 8.1 above, the employer shall pay such employee in respect of leave entitlement (in addition to any other remuneration which may be due) on the following basis:

- a) An amount of not less than one fourth or one third (as the case may be) of the weekly wage being received by the employee immediately before the date of such termination, for each completed month of such employee's period of employment; provided that:
  - i) an employer may make, at the employee's written request, a proportionate deduction from the remuneration set out in a) above, in settlement of any debts of such employee; and
  - ii) An employee (subject to the provisions of clause 20.4 hereafter) shall not be entitled to any payment in terms of this clause if said employee leaves such employment:
    - a) without having given and served the period of notice laid down in Clause 20 hereafter; unless the employer has waived such notice; or the employee has paid the employer in lieu of such notice; or
    - b) when there is cause recognised by law as being sufficient reason for such termination of services.

### 8.4 Closure of Establishment

- a) Notwithstanding anything to the contrary contained in this Clause, for the purpose of annual leave at any time, but not more than twice in any period of 12 months, an employer may close the establishment/contract for 21 consecutive days and, in that

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case, shall remunerate his employees, as the case may be, in terms of clause 8.1 above or sub clause c) below.

- b) Notwithstanding anything to the contrary contained in this Clause, an employer may place an employee on split leave, but not on more than two occasions during a year and, in such case, the two periods of such leave shall not total more than the full leave entitlement of such employee, in terms of clause 8.1 above.
- c) In the event of the closure of an establishment in which an employee is employed, or the suspension of an activity on which an employee is engaged, taking place when such employee is not yet entitled to the full period of annual leave as prescribed in clause 8.1 above, the following rulings shall apply:
  - i) The employer shall pay said employee in respect of any leave due at the time of such closure or suspension, on the basis as set out in clause 8.3; and
  - ii) For the purposes of annual leave thereafter, the employment of such employee shall be deemed to have commenced on the date of closing of the establishment or suspension of the activity.

## 9. SICK LEAVE

### 9.1 Sick leave cycle:

- a) In this clause "sick leave cycle" means the period of 36 months employment with the same employer immediately following:
  - i) an employee's commencement of employment; or
  - ii) the completion of that employee's prior sick leave cycle.
- b) During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- c) Despite sub clause b), during the first six months of employment, an employee is entitled to one days sick leave for every 26 days worked.
- d) During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub clause b) by the number of day's sick leave taken in terms of sub clause c).
- e) An employer must pay an employee for sick leave:
  - i) in accordance with the wage the employee would ordinarily have received for work on that day; and
  - ii) on the employee's usual pay day.



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- f) An agreement may reduce the pay to which an employee is entitled in respect of any days absence in terms of this clause if:
- i) the number of days paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
  - ii) the employee's entitlement to pay:
    - aa) for any days sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; or
    - ab) for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of sub clause b).


### 9.2 Proof of incapacity.

- a) An employer is required to pay an employee in terms of sub clause a) if the employee has been absent from work for one day or on more than two occasions during an eight week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.
- b) The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- c) If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub clause a) unless the employer provides reasonable assistance to the employee to obtain the certificate.

### 9.3 Conditions governing payment of sick leave

- a) Before making payment of any amount claimed in terms of this Clause by an employee in respect of any absence from work owing to incapacity, the employer may require a Certificate (signed by a registered medical practitioner and stating the nature and duration of the incapacity) to be produced by the employee under the following circumstances:
  - i) if the employee is absent from work for more than one consecutive day;
  - ii) if the employee is absent from work on the working day immediately before and/or after a Sunday or defined Public Holiday on which such employee would normally work; provided that:
    - aa) said employee has received payment (in terms of this Clause) for such absence from work on two or more occasions during any period of up to eight weeks, without producing a medical certificate; and provided

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further that:


- ab) such certificate shall be produced by said employee within the 8 week period immediately after the last occasion of such absence by the employee.
- b) Should an employee fail to produce the Medical Certificate required by the employer in terms of sub clause a) above, and provided said employee does not normally work on the Sunday or defined Public Holiday in question, such employee shall not be entitled to receive payment in terms of Clause 10 hereafter.

## 10. PUBLIC HOLIDAYS AND SUNDAYS.

### 10.1 Compensation for public holiday work in the case of Employees other than Casual Employees:

- a) An employer may not require an employee to work on a public holiday except in accordance with an agreement.
- b) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay:
  - i) an employee who does not work on the public holiday, at least the wage the employee would ordinarily have received for that day;
  - ii) an employee who does work on a public holiday:
    - aa) at least double the amount referred to in subparagraph i); or
    - ab) the amount referred to in sub clause i) plus the amount earned by the employee for the time worked on that day, whichever is the greater.
- c) If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to:
  - i) the employee's ordinary daily wage; plus
  - ii) the amount earned by the employee for the hours of work performed on that day at the rate specified in clause 4).
- d) An employer must pay an employee for a public holiday on the employee's usual pay day.
- e) If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday if the greater portion of the shift was worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

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## 10.2 Compensation for work on Sundays

- a) An employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and half times the employee's wage for each hour worked;
- b) If an employee works less than the ordinary shift on a Sunday and the payment that the employee is entitled to in terms of sub clause a) is less than the employee's daily wage, the employer must pay the employee the employee's ordinary daily wage;
- c) Despite sub clause a) and b) above, an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on a Sunday and the pay that the employee is entitled to in terms of sub clause a) and b) above;
- d) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work;
- e) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day;
- f) An employer must grant an employee paid time off in terms of sub clause c) above within one month of the employee becoming entitled to it. However, an agreement in writing may increase the period to 12 months.

**11. STUDY LEAVE AND QUALIFICATIONS.**

- 11.1 Provided satisfactory proof is produced by an employee (other than a casual employee) the said employee is allowed to write, and has duly written, any examination conducted by a registered educational body, the employer shall grant study leave to that employee, on full pay, as follows:
  - a) one day's leave to prepare for each such examination;
  - b) one day's leave to write each such examination.
- 11.2 An employer shall keep all educational qualifications of his employees on file, provided that it shall be the responsibility of each employee to provide said employer with copies of the documentation concerned.
- 11.3 An employee may apply for a study loan, but this shall be dealt with on an in-house basis between the employer and employee concerned.
- 11.4 An employer shall not be required, at some later date, to provide any of the leave benefits laid down in this Clause to any employee, who has already taken such leave on a previous

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occasion but who failed to pass the examination/s in respect of which such leave was granted.

## 12. MATERNITY LEAVE.

### 12.1 Application for maternity leave

When applying for maternity leave, a female employee shall:

- a) complete the maternity leave form of the employer concerned three months prior to the expected date of confinement; and
- b) hand the duly completed maternity leave form to the employer, together with a medical certificate from a registered medical practitioner certifying:
  - i) the expected date of said employee's confinement;
  - ii) that said employee is fit to work until four weeks prior to the expected date of confinement.

### 12.2 Pre-Natal Care

A pregnant female employee shall be entitled to one day's fully paid leave in each of the 3 months prior to the expected date of confinement, for the purpose of attending a prenatal clinic: provided that satisfactory proof of attendance by such employee at a pre-natal clinic shall be provided to the employer.

### 12.3 Maternity Leave Entitlement:

A pregnant female employee shall cease working at least 8 weeks prior to the date of confinement, and shall return to work not later than 12 weeks after the date of the child's birth.

### 12.4 Rights on return from maternity leave:

When a female employee returns to work from maternity leave, such employee shall be entitled to the following:

- a) Payment of one third of one month's wage, calculated at such female employee's rate of pay at time of going on said maternity leave;
- b) Placement in the same job as was occupied at the commencement of said maternity leave or a job similar thereto.

### 12.5 Still Birth and/or Legal Adoption

The provision of this clause shall also apply to:

- a) Still births;



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- b) Legal adoptions provided the adopted child is less than one year old.

### 13. PROHIBITION ON PIECE-WORK.

No Employer shall employ any Employee on piece-work.

### 14. UNIFORMS, OVERALLS, PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

When an employer requires an employee to wear, or is required by law to provide to such employee, any uniform, overalls, gumboots or other protective clothing, the employer shall issue such clothing to the employee concerned, on the following basis:

- a) Any employee shall have two serviceable uniforms for use, at any time;
- b) Uniforms shall be issued to any employee, free of any charge;
- c) Any item of clothing or safety equipment provided for in this clause shall be issued without any employee being required to make a deposit therefore, either to the employer or any other person.
- d) should uniforms or safety equipment not be returned on termination of service the replacement cost thereof shall be deducted by the employer from any money that is due to the employee

### 15. NIGHT WORK.

- 15.1 Whenever an employee finishes work between the hours of 20:00 and 05:00, the employer concerned shall provide such employee with transport to the nearest public transport pick-up point;
- 15.2 A female employee who is more than six month's pregnant shall not be required to commence work before 05:00, nor to work after 21:00.

### 16. PROHIBITION OF EMPLOYMENT.

In terms of this Clause, an employer:

- a) shall not employ any person under the age of 15 years;
- b) require or permit any pregnant female employee to work during the 8 week period prior to the expected date of her confinement and/or during the 8 week period after the date of said female Employee's confinement.

### 17. TRADE UNION SUBSCRIPTIONS.

- 17.1 Deduction of Trade Union Subscriptions

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Upon being requested in writing by an employee so to do, the employer shall:

- a) deduct from monthly wage of the employee concerned, the subscription payable by such employee to any trade union for as long as the trade union is allocated a representative on the Council in terms of clause 6.1.1 of the constitution;
- b) hand the amount so deducted, less an administration fee, over to the official appointed to receive it by the trade union concerned or, alternatively, shall send such amount by post to the registered office of that trade union;
- c) hand over or alternatively post such amount by the 7<sup>th</sup> day of the month following that on which such deduction was made.
- d) the employer will forward a list of each trade unions' members that have had subscriptions deducted from their wages together with proof of payment of the subscriptions to the trade union and to the Council no later than the 7<sup>th</sup> of the month following which the deductions have been made.

#### 17.2 Deduction of Congress Levies

During one month of each year, an employer shall deduct a double membership fee for payment of a congress levy, from the wages of those of his employees as are trade union members, provided such employer:

- a) has received written notification from the trade union concerned, confirming that payment of the double membership fee was determined in terms of its Constitution; and
- b) such employer has been given written permission to do so by the employees concerned, by means of stop order forms.

### 18. COUNCIL FUNDING.

#### 18.1 For purposes of meeting the expenses of the Council, every employer:

- a) shall deduct an amount equal to 0.5% from the monthly basic wage of each of his employees (other than casual employees);
- b) shall add to such employee deductions an amount equal to the total sum thereof;
- c) shall forward such combined employer/employee sum, in total, to the Secretary of the Council, by not later than the 7<sup>th</sup> day of the month following that on which the transactions referred to in sub clause a) and b) above were performed.
- d) when forwarding the combined levies referred to sub clause (c) above, will send the monies together with the remittance advice as prescribed by Council, with all sections of such remittance advice fully completed.

#### 18.2 Should a company not pay the prescribed levies by the date stipulated in sub clause c) above,

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then interest may be charged by the Council at the prime interest rate as declared on any outstanding amount. The finance committee will determine whether the charge should be made.

## 19. SHOP STEWARD RIGHTS,

### 19.1 Definitions/Provisions

For the purposes of this Clause:

- a) "Shop Steward" means a shop steward elected in terms of a Union Constitution;
- b) "Union membership" shall be solely determined by the provisions of valid stop order forms, as provided for in terms of Clause 17 of this Agreement.

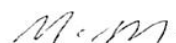
### 19.2 In any workplace in which at least 10 members of a representative trade union are employed, those members are entitled to elect from among themselves -

- a) if there are 10 members of a trade union in a workplace, one trade union representative;
- b) if there are more than 10 members of the trade union employed in the workplace, two trade union representatives;
- c) if there are more than 50 members of the trade union employed in the workplace, two trade union representatives for the first 50 members, plus a further one trade union representatives for every additional 50 members up to a maximum of seven trade union representatives;
- d) if there are more than 300 members of the trade union employed in the workplace, seven trade union representatives for the first 300 members, plus one additional trade union representatives for every 100 additional members up to a maximum of ten trade union representatives;
- e) if there are more than 600 members of the trade union employed in the workplace, seven trade union representatives for the first 600 members, plus one additional trade union representatives for every 200 additional members up to a maximum of twelve trade union representatives; and
- f) if there are more than 1000 members of the trade union employed in the workplace, twelve trade union representatives for the first 1000 members, plus one additional trade union representatives for every 500 additional members up to a maximum of twenty trade union representatives.

### 19.3 Provision of Shop Steward Facilities

- a) For purposes of contacting the union concerned, a shop steward shall have reasonable access to a telephone on the employer's premises, and/or to a telephone of such employer located on a contract site;

  
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- b) An employer shall attempt to facilitate reasonable access to his clients' premises for company shop stewards and elected safety representatives; provided that:
  - i) that the said shop steward or safety representative requests a senior representative of the employer concerned, in advance, to arrange a suitable date and time for such access; and
  - ii) that the granting of such access rights does not infringe upon the operations or requirements of the client and non-members of the trade union.

#### 19.4 Shop Steward Leave

- a) To allow shop stewards to attend to union affairs, the employer shall grant paid leave for such purpose to those concerned, on the following basis:
  - i) 4 (four) days paid leave per year in the case of an office bearer of a representative trade union;
  - ii) 6 (six) days paid leave per year in the case of any other shop steward.
- b) If requested to do so, the employer shall enter into negotiations with the in-house shop stewards regarding the granting of additional unpaid leave to allow for attending to union affairs;
- c) Whenever a shop steward requires paid leave to attend to union affairs as provided for in sub-clause 19.4 a) above, the union shall give the employer not less than 14 days written notice to that effect; provided that notification of less than 14 days shall be accepted by the employer in the case of emergencies.

#### 19.5 When a company has 600 members of a union who is party to the Council in any of the three designated regions as set out below, the union will be entitled to a full time shop steward of that union in the region where it has more than 600 members.

- a) The designated regions shall be:
  - i) Region 1 - the coastal area north of the Tugela River and 100 kilometres inland;
  - ii) Region 2 - the coastal area south of the Tugela River and 100 kilometres inland;
  - iii) Region 3 – any areas not in regions 1 and 2.
- c) Should there be more than one union which has more than 600 members in a region in that company then the union with the most members will secure the shop steward.



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- d) The union will nominate five union members who are employed by the company and the company management will in its opinion select the most suitable one of those to take up the post.
- e) The company will have the discretion to set the work place, working hours which will be not less than thirty hours per week and any other duties as determined by management when not fully occupied with union business.
- f) The terms and conditions of employment for the shop steward will be as per the Council's Main Agreement.

## 20. TERMINATION OF EMPLOYMENT.

### 20.1 Notice of contract termination

when either an employer or an employee (other than a casual employee) desires to terminate the contract of employment existing between them, such termination may be effected in the following manner:

- a) Notice by either the employer or the employee of intention to terminate such contract shall be given in writing (except when such notice is given by an Employee who is unable to write);
- b) The length of such notice shall be based on the duration of the employee's employment with the employer concerned, as follows:
  - i) Not less than one working day's notice shall be given during the first four weeks of such employment;
  - i) Not less than two weeks notice shall be given after the first four weeks of such employment.
  - ii) Not less than one weeks notice shall be given to an employee whilst on probation, as defined, for the period of employment between 4 weeks as in sub clause (i) above and six months.

### 20.2 Payment in lieu of Notice

- a) Either an employer or employee may terminate the contract without giving notice by paying the employer or the employee concerned as the case may be, an amount of not less than:
  - i) the daily wage being received by the Employee at the time of such termination in lieu of the one working days notice called for in the circumstances laid down in sub-clause 20.1 b) i) above;
  - ii) an amount equal to double the weekly wage being received by the employee at the time of such termination in lieu of the two weeks notice called for in the circumstances laid down in sub-clause 20.1 b) ii) above

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- b) The terms of sub clause a) above shall not affect the following:
- the right of an employer or his employee to terminate the contract without notice, for any cause recognised by law as being sufficient; any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- i) the operation of any forfeitures or penalties which may be applicable by law in respect of an employee who deserts;
- c) If an employer pays an employee in lieu of notice at a time when, as at the date of termination, the wage of such employee has been reduced by short-time deductions, the expression "is receiving at the time of such termination" shall be deemed to mean "would have received at the time of such termination had no deduction been made in respect of short-time".
- d) Where there is an agreement in terms of sub clause b)(ii) above, the payment in lieu of notice shall be in line with the period of notice agreed upon.

### 20.3 Timing of Notice

The Notice specified in clause 20.1 above, shall not run concurrently with, nor be given during, the absence of any employee for any of the following reasons:

- a) Leave granted in terms of clause 8 hereof;
- b) Sick leave granted in terms of clause 9, or incapacity in the circumstances set out in clauses 9.3 a) or 9.3 b) where such absences amount in total to not more than ten weeks in any 12 month period of employment with the same employer;
- c) Military service, except if the employee so requests in writing and the employer so agrees, also in writing;

### 20.4 Appropriation of employee dues in lieu of Notice

- a) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required notice period; or without having paid the employer in lieu of such notice, the employer may appropriate to himself an amount of not more than that which the employee would have had to pay in lieu of notice;
- b) Such appropriation by the employer shall be made from any monies owed by him to the employee concerned, in terms of any of the provisions of this Agreement, and shall not exceed more than the amount the employee would have paid him in lieu of notice;
- c) If such appropriation is made, the employee shall be deemed, for the purposes of clause 8.6 hereof, to have paid the employer in lieu of notice.

  
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## 21. CERTIFICATE OF SERVICE.

- a) Upon termination of any contract of employment, the employer shall furnish the employee concerned with a Certificate of Service showing:
  - i) the full names of both employer and employee;
  - ii) the class of employment in which the employee was wholly or mainly engaged;
  - iii) the dates of commencement and termination of the contract;
  - iv) the employee's monthly wage as at the date of termination.
- b) Certificates of Service shall not be issued by the employer in the case of casual employees or of any employee whose contract of employment has been terminated on the grounds of desertion.

## 22. STAFF RECORDS.

### 22.1 Maintenance of Staff Records

- a) Every employer shall maintain attendance and wage records in respect of each of his employees;
- b) Staff timekeeping may be maintained by the employer either by means of attendance registers or time cards as laid down in clauses 22.2 and 22.3, respectively, hereafter.

### 22.2 Attendance registers

If the employer chooses to use the attendance register method of staff timekeeping, this shall be implemented as follows:

- a) Attendance Registers shall be substantially in the form as prescribed by the Council;
- b) The employer shall maintain an individual Attendance Register in respect of all the employees in his employ;
- c) The particulars called for in such Attendance Registers shall be written up in ink or indelible pencil.

### 22.3 Time Cards

If the employer chooses to use the time card method of staff timekeeping, this shall be implemented as follows:

- a) The employer shall provide a semi-automatic time recorder, together with the necessary cards which shall be as prescribed by the Council;



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- b) A time card shall be supplied by such employer to each of his employees, and such cards shall detail:
- i) the name and staff number of the employee concerned;
  - ii) the date of the last day of the working week for which such card is to be used by such Employee.
- c) Unless prevented from so doing by unavoidable cause, an entry shall be made by each employee on the time card provided in terms of sub clause b) above by means of the semi-automatic time recorder provided in the establishment for such purpose and such entry shall be made on, and in respect of, each day worked by such employee;
- d) Each entry made by an employee for each working day concerned, on the time card referred to in sub clause 22.3 c) above, shall show the following:
- i) time of commencing work;
  - ii) time of commencing and terminating all meal and other intervals that are not accountable as ordinary hours of work;
  - iii) time of finishing work.

#### 22.4 Retention of Records

All records in terms of this Clause:


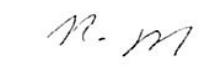

- a) shall remain the property of the employer; and
- b) shall be retained by said employer for a period of three clear years after the date of the last entry made therein.

### 23. COUNCIL REGISTRATION BY EMPLOYERS.

#### 23.1 Registration procedures

- a) All existing employers (and every employer entering the Industry in the future) shall register with the Council.
- b) Applications for such registration shall indicate the particulars covered in sub clause c) hereafter, and shall be effected in writing, signed by the employer concerned and forwarded by such employer to:

THE SECRETARY OF THE COUNCIL  
P. O. BOX 47435  
GREYVILLE  
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- c) The said registration particulars shall include:
- i) the name of the business concerned, in full;
  - ii) the street and postal address of said business; and as the case may be:
  - iii) in a sole proprietorship: the identity number and name of the proprietor;
  - iv) in a partnership: the identity numbers and names of the partners and a certified copy of the Partnership Agreement;
  - v) in the case of a company: the identity numbers and names of the Directors, and a copy of the Certificate of Incorporation;
  - vi) in the case of a closed corporation: the identity numbers and names of the members, and a copy of the Certificate of Incorporation;
  - vii) in the case of any other body corporate or juristic person: the names and identity numbers of the persons responsible for the administration of such body corporate or juristic person;
  - viii) copies of registration certificates and certificates of good standing for the following: UIF, COIDA, Skills Levy, PAYE, and VAT and the company shall produce a current certificate of compliance for each of the above annually in the month of January.

#### 23.2 Certificate of Registration

A Certificate of Registration, signed by either the Chairperson or the Secretary of the Council, shall be issued to every Employer registered which will be valid for 12 months.

#### 23.3 Register of Employers

The Secretary of the Council shall maintain a register of all employers registered in terms of clause 23.1 above.

#### 23.4 Advice of Change in Particulars

- a) Every registered employer shall notify the Council of any change in the particulars furnished by him on registration;
- b) Such changes shall be advised within 14 days of occurrence and shall include:
  - i) Any change in a partnership or partnership agreement;
  - ii) Any change in the Directors of the Company;
  - iii) Any change in the members of a Close Corporation;

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- iv) Any change in the persons responsible for the administration of any other body corporate or juristic person.

#### 24. ADMINISTRATION OF THE AGREEMENT.

The Council shall be the body responsible for administering this Agreement and may issue rulings and/or express opinions for the guidance of employers and employees, provided such rulings and opinions are not inconsistent with any provisions therefore, as laid down in the Agreement.

#### 25. DESIGNATED AGENTS.

##### 25.1 Appointment of designated agents

To assist in giving effect to the terms of this Agreement (and any other Agreement administered by the Council) the Council:

- a) shall appoint one (or more) specified person/s as Council designated agent/s
- b) may request the Minister of Labour to appoint a designated agent in terms of the provisions of Section 33 of the Act.

##### 25.2 Designated agents' terms of authority

For the purpose of ensuring adherence to the terms of this Agreement a duly appointed Council designated agent shall have the right to:

- a) To enter any establishment for the purpose of carrying out an inspection on behalf of the Council;
- b) To question any employer or employee during such inspection;
- c) To inspect the records prescribed in clause 23 hereof.

##### 25.3 Employer/Employee obligations

The employer and employees of an establishment undergoing a Council inspection as prescribed in clause 26.2 above, shall permit the designated agent/s concerned to exercise, as necessary, the rights prescribed in sub clauses a), b) and c) of said clause.


#### 26. EXEMPTIONS AND APPEALS.

26.1 Any person bound by this Agreement may apply for exemption.

26.2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.

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- 26.3 The Bargaining Council must determine its exemptions policy and process all exemptions applications in terms of this policy.
- 26.4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the Bargaining Council, setting out relevant information, including:
- (a) The provisions of the agreement in respect of which exemption is sought;
  - (b) The number of persons in respect of whom the exemption is sought;
  - (c) The reasons why the exemption is sought;
  - (d) The nature and size of the business in respect of which the exemption is sought;
  - (e) The duration and timeframe for which the exemption sought;
  - (f) The business strategy and plan of the applicant seeking the exemption;
  - (g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;
  - (h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
  - (i) Any other relevant supporting data and financial information the Council may prescribe from time to time.
- 26.5 An exemption application in respect of a term or provision in Collective Agreements:
- (a) Concluded in the Council that applies throughout the Industry must be considered by an exemptions body appointed by the Council;
  - (b) Concluded in a sub-sector chamber or section must be considered by an exemptions body whose members are appointed from the party employer organisation(s) and trade union(s)
- 26.6 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- 26.7 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 26.8 An exemption body appointed by the Council may request additional information from an applicant applying for exemption.
- 26.9 In scrutinising an application, the Exemption Body or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or

  
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workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 26.15 below.

- 26.10 The Secretary must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision, failing which the Bargaining Council is deemed to have refused the application for exemption.
- 26.11 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.
- 26.12 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of an application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.
- 26.13 The Independent Body shall hear and decide and inform the applicant and the Bargaining Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 26.14 No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.
- 26.15 When considering an application, the Exemption Body or, the Independent Body whichever the case may be must consider, in addition to clause 26.9, the following:
- (a) Whether the granting of the exemption or appeal will prejudice the objectives of the Bargaining Council or contravene the provisions of any labour legislation or Collective Agreements;
  - (b) The circumstances prevailing in the Industry as a whole likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
  - (c) The nature and size of the business in respect of which the application is made;
  - (d) Whether the duration of the exemption or appeal is for a limited or specified period;
  - (e) Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;

  
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- (f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
  - (g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;
  - (h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
  - (i) Whether the granting of the exemption or appeal will impact negatively on parity agreements;
  - (j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with Collective Agreements; and
  - (k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.
  - (l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.
- 26.17 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.
- 26.18 The decision of the Independent Body is final and binding upon the applicant and the Bargaining Council.
- 26.19 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by Secretary, containing the following particulars:
- (a) The full name of the applicant(s) or enterprise concern;
  - (b) The trade name;
  - (c) The provisions of the Agreement from which exemption or appeal has been granted;
  - (d) The period for which the exemption or appeal shall operate;
  - (e) The date of issue and from which day the exemption or appeal shall operate;
  - (f) The condition(s) of the exemption or appeal granted; and
  - (g) The area in which the exemption or appeal applies.
- 26.20 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.

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- 26.21 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

## 27. STAFF TRANSFERS DUE TO TRANSPORT DIFFICULTIES.

- 27.1 Employers shall give due consideration to employee requests for transfer from any contract to another in order to reduce traveling time and costs.
- 27.2 Employees shall sign new Contracts of Employment whenever any transfer takes place at their own request or at the request of the employer.

## 28. DESERTION AND ABSCONDING.

If an employer has not been contacted and given a satisfactory explanation by an employee who has been absent from work for more than three days, such employee shall be regarded as having absconded from the place of work.

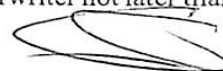
## 29. RETIREMENT

An employee shall retire from employment as soon as said employee reaches the age of qualification for a State Retirement Pension in terms of the relevant legislation.

## 30. PROVIDENT FUND

- 30.1 A provident fund namely "Bargaining Council for the Contract Cleaning Services Industry (Kwa-Zulu Natal) Provident Fund" has been established for the cleaners in the Industry and is registered in terms of the Pension Fund Act.
- 30.2 It is compulsory for an employer to enroll all his cleaners on the fund, with the following exceptions:
- (a) All casual or temporary cleaners as defined;
  - (b) All cleaners who fall within the 4 (four) month probation period as defined.
- 30.3
- (a) Every member shall contribute 6% of his monthly wage to the Fund.
  - (b) The contribution referred to in sub clause 30.3 a) above, shall be deducted from the member's salary and shall be reflected through the wage records each and every month.
  - (c) In respect of each member in his employ every employer shall contribute, on a monthly basis, an amount equal to the member's contribution each month, as made in terms of sub clause 30.3 a) above.
  - (d) Every employer shall forward a printed return with the name of each member, their Fund reference number and their basic wage to the underwriter, month by month, together with payment of the total member and employer contributions for the relevant month, so as to reach the office of such underwriter not later than the 7<sup>th</sup> day

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of the month following that for which the contributions were so made.

- 30.4 Every employer and employee will abide by the Rules of the Fund as registered with the Financial Sector Conduct Fund (FSCA).
- 31. DISPUTES ABOUT INTERPRETATION, APPLICATION OR ENFORCEMENT OF AGREEMENT.**
- 31.1 The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of the Agreement.
- 31.2 A dispute about interpretation, application or enforcement of this Agreement may be lodged with or referred to the Secretary of the Council by any person, for resolution in terms of this Agreement.
- 31.3 The Secretary of the Council may require a designated agent to investigate the dispute.
- 31.4 the designated agent must investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavor to secure compliance with the Agreement through conciliation.
- 31.5 the designated agent must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- 31.6 if in the course of performing a designated agent's duties an agent discovers what appears to be a breach of the Agreement, the agent -
- a) must investigate the alleged breach;
  - b) may endeavor to secure compliance with the Agreement; and
  - c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.
- 31.7 on receipt of the report, the Secretary may -
- a) require the designated agent to make further investigation;
  - b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
  - c) refer the dispute for conciliation to the disputes committee of the Council;
  - d) issue a compliance order; or
  - e) refer the dispute for arbitration in terms of this Agreement.
- 31.8 If a conciliator is appointed, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.

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- 31.9 If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.
- 31.10 The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.
- 31.11 Should a company be found to be not complying with the provisions of this agreement, the arbitrator may impose fines as per the following tables:

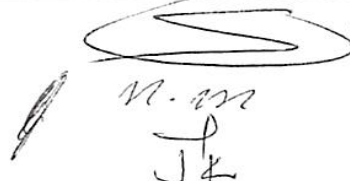
**TABLE ONE: MAXIMUM PERMISSIBLE FINE NOT INVOLVING AN UNDERPAYMENT**

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R 200 per employee in respect of whom the failure to comply occurs
A previous failure to comply with the previous 12 months or two previous failures to comply in respect of the same provision within three years	R 300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R 400 per employee in respect of whom the failure to comply occurs
Four or more previous failures to comply in respect of the same provision within three years	R 500 per employee in respect of whom the failure to comply occurs

**TABLE TWO: MAXIMUM PERMISSIBLE FINES INVOLVING AN UNDERPAYMENT.**

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision <b>within three years</b>	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in	200% of the amount due, including any

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respect of the same provision within three years	interest owing on the amount at the date of the order
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### 32. CERTIFICATE OF COMPLIANCE.


32.1 A Certificate of Compliance will be:


- a) issued to companies whom are found to be fully compliant with the Bargaining Council Main Agreement, Provident fund and all other statutory payments after an audit has been carried out by a Designated Agent appointed by the Council, as long as there are no outstanding Council penalties, fines, settlement agreements or arbitration awards for non-compliance against the company;
- b) valid for a period of six months from date of issue to ensure the company's continued compliance;
- c) issued without alteration on the printed format of the Council and must be signed by either the Secretary or Deputy Secretary and by either the Chairman or Vice Chairman.

32.2 A Certificate of Compliance will only be issued if the company adheres to the following procedures:

- a) The company must apply in writing to the Secretary;
- b) The Secretary will appoint a designated agent to carry out a full inspection within fifteen (15) working days of receiving the application. This period may be exceeded should the Council receive
  - (i) an excessive number of applications;
  - (ii) and/or over year end when the Council closes between the 25<sup>th</sup> December and 2<sup>nd</sup> January;
  - (iii) and/or for reasons beyond its control.
- c) The Designated Agent will inspect the following company records for the preceding three (3) calendar months from the date of application:
  - (i) Personnel files, time sheets, wage registers, pay slips, provident fund schedules and annual bonus payment schedules from the previous December, registration certificates for PAYE, VAT, UIF, Skills Development Levies, Workman's Compensation fund and any other statutory obligations;
  - (ii) Proof of payment and date of payment for wages, overtime, night shift allowance, provident fund contributions, annual incentive bonus payments from the previous December, PAYE, VAT, UIF, Skills Development levy, Bargaining Council levy, Workman's Compensation fund and any other

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statutory payments. Proof of payment shall be by way of bank statements with all payments that do not have any bearing on the inspection being deleted and/or bank confirmed electronic payments but will not include bank deposit slips or cancelled cheques;

- (iii) All the above records must be extracted and ready for inspection at the time arranged for the inspection. Due cooperation must be given to such agent in his inspection by the company representatives and make copies of all records as requested by the agent for the Council's file.

- 32.3 Should it be found that the company is not complying a compliance order will be issued within five (5) working days.
- 32.4 If found to be complying a Certificate of Compliance will be issued within fifteen (15) working days of the completion of the designated agent's inspection.

### 33. COMPANY PRIORITY LIST.

- 33.1 A company will set up a priority list to assist cleaners whose fixed term contracts have come to an end due to the termination of the company's contract with the client.
- 33.2 The company will not employ any new staff until such time as all the ex-employees as mentioned above have been assigned a new fixed term contract unless:
- a) should all ex-employees on the priority list not have suitable skills to carry out the tasks required by the client, the company may then employ someone new with the necessary skills;
  - b) when the company is granted a new contract and the client wishes for their existing staff to be employed, these staff will take preference over ex-employees on the priority list and may be employed.
- 33.3 Should there still be ex-employees on the priority list and the company loses another contract, then the ex-employees whose contract came to an end later will be placed at the bottom of the list. Ex-employees names will remain on the priority list for a maximum period of twelve (12) months.
- 33.4 The fixed term contracts offered may be more or less working hours per week than what they had been previously contracted for.
- 33.5 When the cleaner, whose fixed term contract has come to an end due to the contract with the client being terminated, is being paid their final remuneration they shall leave a telephone number in order for them to be contacted in regard a new fixed term contract.

The ex-employees name will be taken off the priority list if:

- a) he fails to report as instructed after the third phone call at the number given. When the ex-employee fails to report to the office as instructed on the first and second occasions the ex-employee's name will be placed at the bottom of the priority list;

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- c) an ex-employee has refused an offer of a new contract in the same municipal area for any reason, that person will be removed from the priority list.
- 33.6 Once another contract has been identified the ex-employee will sign a new fixed term contract and:
- a) as new employees they will be eligible to join the provident fund as from the date of commencing the new fixed term contract;
- b) as new employees the incentive bonus will be pro-rata from the date of commencing the new fixed term contract;
- d) as new employees the sick and annual leave cycle will be calculated from the date of commencing the new fixed term contract;
- 33.7 This clause shall not apply to contracts lost due to poor performance in terms of the Labour Relations Act. However, the company must disclose the employee's file to show that the ex-employee was disciplined in the past six (6) months for poor performance.
- 33.8 This clause shall not in any way give employees expectation of continued employment over and above their fixed term contract of employment.

### 33. FAMILY MEDICAL CRISIS PLAN.

It is compulsory for all employees to enroll on the Family Medical Crisis Plan after having completed their probationary period with the company, with the exception of temporary employees.

- 34.1 a) The employee may sign the designated form to be exempt from this clause at any time of their employment but shall also have the right to join the fund at any time thereafter. This form must be kept on the employee's employment file for scrutiny by the Council designated agents.
- b) The employer will deduct R54.00 from the employee's wages for the period of operation of this agreement for those employees who have elected to join the Family Medical Crisis Plan;
- 34.2 a) The company will then pay an amount of R54.00 per month per employee to the administrators by the 7<sup>th</sup> of each and every month thereafter.
- c) The Council shall consider any request for an increase in the premium in the Family Medical Plan from the administrator and should the premium increase be approved by the Council a minimum notice of one month shall be given to all employees and employers. The company shall deduct the adjusted premium and pay it across to the administrator of the fund.
- 34.3 a) Should an employee be on unpaid leave for whatever reason the employer will not deduct from the employee nor pay across the premium to the administrator. During this period the employee's entitlement to the Family Medical Crisis Plan will lapse;

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- b) Should an employee be able to produce a certificate issued by a medical practitioner, each month for the period of the unpaid leave stating that he/she is unfit to work; the administrator will extend the Family Medical Crisis Plan to that employee for a period not exceeding four months. The employer shall notify and forward the medical practitioner's certificate to the administrator with the schedule as per clause 34.5 below;
  - c) Should an employee be proceeding on maternity leave the employer must notify the administrator of the member's name and I.D. number 30 days prior to the impending maternity leave; the administrator will extend the Family Medical Crisis Plan to that employee for a period not exceeding four months.
- 34.5 The employer will send a schedule of all employees for whom the deduction has been made together with their I.D. numbers to reach the administrator by the 7<sup>th</sup> of each month.
- 34.6 Should the services of an employee be terminated for whatever reason the employer shall notify the administrator of the name and ID number of that employee and the date of termination.

**35. SEVERANCE PAY.**

- 35.1 For the purposes of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employee.
- 35.2 An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, calculated in accordance with clause 4.
- 35.3 An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer is not entitled to severance pay in terms of sub-clause 35.2.
- 35.4 The payment of severance pay in compliance with this clause does not affect an employee's right to any other amount payable according to law.
- 35.5 If there is a dispute only about the entitlement to severance pay in terms of this section, the employee may refer the dispute in writing to the CCMA.

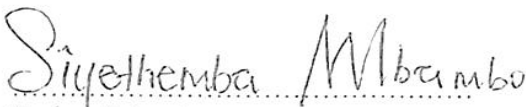
Signed at Durban on the 08/02/2023


  
 For the NCCA

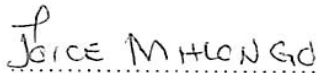
Paul Jacksons  
 Name of signatory

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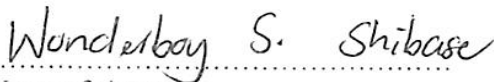
  
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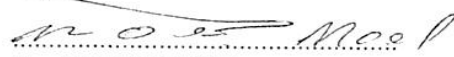
  
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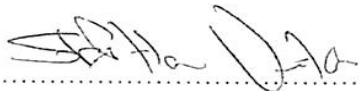
  
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For the Bargaining Council

  
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Name of signatory



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**Family Crisis Health Plan  
Option form cancelling membership.**

Benefits of membership: Employee’s whole family includes husband + wife + financially dependent children (e.g. biological, legally adopted, legal guardian) Children covered from birth up to the age of 21. If full time student to the age of 25 and disabled children remain covered.

**Daily hospital benefit**

General ward	ICU ward
R 200.00 per day	R 300.00 per day
R 1400.00 per week	R 2100.00 per week
R 6200.00 per month	R 9300.00 per month

**TB Cover** R5 000 per member / R 25 000 per family per annum.

**Medical Emergency Transportation** covers emergency transportation by ER24: Ambulance, helicopter and aeroplane evacuation.

**HIV Cover** provides a helpline 24-hours a day 7 days a week, providing telephonic counselling and advice on HIV/AIDS. Access to an Eliza test within 48 hours followed by ARV, STD and morning after pill where required. HIV testing immediately following exposure. Contact centre must be notified within 24 hours of exposure.

Funeral		Benefits
Principal Member	R 5,000	
Spouse	R 5,000	
Child 14 –21	R 5,000	
Child 6 - 13	R 4,000	
Child 0 - 5	R 3,000	
Stillborn	R 1,000	

**Accidental death benefits** covers death due to any form of accident, this includes motor vehicle accidents, gunshot, and fire for example. R70 000 benefit payable in the event of the principal member and/or R35000 for adult dependent and R25000 for a child dependent.

**The Cost:** R54.00 per month.

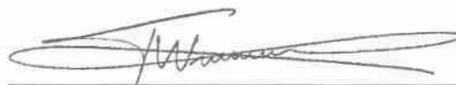
I ..... Company number .....  
hereby confirm that **I do not wish** to join the Family Crisis Health Plan and /or wish to cancel my membership with the Family Crisis Health Plan and my employer must not deduct the cost from my wages. I further understand that I can join the Family Crisis Health Plan at any time by advising my employer.

.....  
Signed Date Witness

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**DEPARTMENT OF EMPLOYMENT AND LABOUR****NOTICE 1727 OF 2023****LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICE****FURNITURE BARGAINING COUNCIL: THE MAIN 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 Notices No. R.233 of 30 April 2021 and R. 2314 of 29 July 2022 with effect from the second Monday after the date of publication of this notice.



**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 13/03/2023

**UMNYANGO WEZEMISEBENZI NABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UKUHOXISWA KWESAZISO SIKAHULUMENI****FURNITURE BARGAINING COUNCIL: ISIVUMELWANO ESIYINGQIKITHI**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esingunombolo R.233 somhlaka 30 kuMbasa 2021 nesingunombolo R.2314 somhlaka 30 kuNtulikazi 2022 kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso.



**MNUMZANE TW NXESI, MP**  
**UNGCONGQOSHE WEZEMISEBENZI EZABASEBENZI**  
USUKU: 13/03/2023

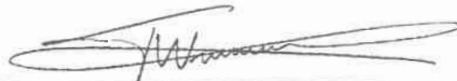
**LABOUR RELATIONS ACT, 1995****FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE  
MAIN COLLECTIVE AGREEMENT**

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 Collective Agreement which appears in the Schedule hereto, which was concluded in the **Furniture Bargaining Council**, 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 April 2028**.

  
\_\_\_\_\_  
**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 13/03/2023

**UMNYANGO WEZEMISEBENZI NABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****FURNITURE BARGAINING COUNCIL: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi**FURNITURE BARGAINING COUNCIL** ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka **30 kuMbaso 2028**.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI**  
**USUKU: 13/03/2023**

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**SCHEDULE****FURNITURE BARGAINING COUNCIL****MAIN COLLECTIVE AGREEMENT**

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

**Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region**

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

and the

**National Union of Furniture and Allied Workers of South Africa**

and

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

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

being parties to the Furniture Bargaining Council

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**PRESCRIBED ACROSS THE BOARD INCREASES OF ACTUAL HOURLY RATES OF PAY, MINIMUM HOURLY RATES OF PAY AND SUBSISTENCE ALLOWANCE (for all areas excluding the Free State Province)**

1. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 – subject to Addendum 4 (for all areas excluding the Free State Province) .....
2. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 (for all areas excluding the Free State Province) .....
3. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 – subject to Addendum 4 (for all areas excluding the Free State Province) .....
4. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (for all areas excluding the Free State Province) .....
5. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 – subject to Addendum 4 (for all areas excluding the Free State Province) .....
6. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (for all areas excluding the Free State Province) .....
7. Subsistence allowance (for all areas excluding the Free State Province) .....

**ADDENDUM 3**  
**PRESCRIBED ACROSS THE BOARD INCREASES OF ACTUAL HOURLY RATES OF PAY, MINIMUM HOURLY RATES OF PAY AND SUBSISTENCE ALLOWANCE (for the Free State Province ONLY)**



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1. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 – subject to Addendum 4 (*for the Free State Province ONLY*) .....
2. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 (*for the Free State Province ONLY*) .....
3. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 – subject to Addendum 4 (*for the Free State Province ONLY*) .....
4. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (*for the Free State Province ONLY*) .....
5. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 – subject to Addendum 4 (*for the Free State Province ONLY*) .....
6. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (*for the Free State Province ONLY*) .....
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CONSUMER PRICE INDEX (CPI) INDICATORS ACROSS THE BOARD WAGE  
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**ANNEXURE A**

**AGREEMENT ON PICKETING**.....

**CHAPTER 1**

**1. SCOPE OF APPLICATION**

- 1.1 The terms of this Agreement shall be observed by employers and employees in the Furniture, Bedding and Upholstery Manufacturing Industry as defined hereunder in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.

~~“Furniture, Bedding and Upholstery Manufacturing Industry” or “Industry”~~ means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or as a complete unit or in part as a component or components, of all types of furniture and bedding as well as upholstery and /or re-upholstery and will, inter alia include the following:

**1. Furniture**

Repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, wood bending and laminating, cutting, edging, drilling and routing. Furniture manufacturing will also include the manufacturing, installation, repairing, polishing, re-polishing, staining, spraying of pianos, organs, movable room/office partitions, kitchen cupboards, kitchen cupboard tops, kitchen cupboard components (irrespective of materials used), attached wall cupboards, built-in cupboards, built-in cupboard components, doors and door frames (the latter doors and door frames exclude doors and door frames manufactured from iron, steel and other metal materials) free standing bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, bathroom cupboards, any other cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, other educational institutions, conference centres, theatres, shop fitting, office fitting and bank fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, including point of sales counters, screens, interior fittings and fixtures and any form of shelving, irrespective of the materials used and includes any part of an establishment's business carrying out the manufacture of furniture as defined above, whether or not that part is discrete or ancillary to any other business of the employer.

**2. Bedding**

The manufacturing, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses and studio couches, but excluding the manufacturing of bedding made mainly of metal and/or plastic materials.

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“Studio Couch” means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames are constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and /or cushions.

**3. Upholstery**

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The upholstering or re-upholstering of any furniture, or item of furniture, bedding, pelmets and mattress bases.

- 1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-
- 1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees; and
- 1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.

## 2. PERIOD OF OPERATION OF AGREEMENT

- 2.1 This Agreement shall, in terms of section 31 of the Act, become binding on the above parties from date of signature until 30 April 2028.
- 2.2 This Agreement shall be binding on non-party employers and employees on the date as determined by the Minister of Employment and Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 April 2028.

## 3. INDUSTRIAL ACTION

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

## 4. DEFINITIONS

Any expression used under this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include the feminine gender and vice versa; further, unless inconsistent with the context-

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

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

“adoptive parent” has the meaning assigned to it in section 1 of the Children’s Act, 2005 (Act No. 38 of 2005);

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“**assistant despatch clerk**” means an employee who assists the despatch clerk, and who is under his direct supervision;

“**assistant storeman**” means an employee who assists the storeman, and who is under his direct supervision;

“**auditor**” means an auditor registered under the Public Accountant's and Auditor's Act, 1991 (Act 80 of 1991);

“**caretaker**” means an employee who is resident on the factory premises and who is responsible for any one or more of the following duties:

- (a) care of contents on the premises;
- (b) care and cleaning of the premises;
- (c) supervision of cleaning staff;

“**casual driver of motor vehicle**” means an employee who is employed as a driver of a motor vehicle by the same employer for not more than 3 days in any one month, to be remunerated daily for 9 hours at no less than the applicable minimum hourly rate for drivers, plus full leave pay monies and maximum holiday bonus monies;

“**casual employee**” means an employee who is employed by the same employer for not more than 3 days in any one month, to be remunerated at the applicable hourly rate for the occupation skills level of work performed plus full leave pay monies and maximum holiday bonus monies;

“**chargehand**” means an employee who customarily and regularly directs, subject to the instructions of management, the work of general workers while he may also be engaged in the production of furniture and/or upholstery and/or bedding in the capacity of a general worker;

“**Collective Agreement**” means any current agreement for the Furniture, Bedding and Upholstery Manufacturing Industry in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

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

“**compulsory retirement age**” for an employee in the Industry is the age of 65 years;

“**contributions**” means the amount of money payable to the funds of the Council as determined from time to time;

“**Council**” means the Furniture Bargaining Council registered in terms of the Act;

“**dependant**”, in relation to a member and for the purposes of the-

(a) *Provident Fund* means-

persons accepted by the Fund as being dependants in accordance with the rules of the Fund; and the

(b) *Sick Benefit Society* means-

persons accepted by the Society as being dependants in accordance with the rules of the Society; and the

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(c) *Death and Funeral Scheme* means-

persons accepted by the Scheme as being dependants/beneficiaries in accordance with the rules of the Scheme;

**“despatch clerk”** means an employee who is wholly or mainly engaged in the despatch or the packing or receiving of goods for transport or delivery and who may attend to or supervise the checking, mass-measuring, packing, marking, addressing or despatching thereof;

**“driver”** means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression “driving a motor vehicle” includes all periods of driving, any time spent by a driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

**“driver’s logbook”** means a book provided by his employer (if required) to be completed in duplicate;

**“emergency services”** means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in the Industry;

**“employee”** means the same as defined in the Basic Conditions of Employment Act 1997 (Act 75 of 1997)(as amended);

**“establishment”** means any premises where furniture, bedding and upholstery manufacturing takes place;

**“experience”** means the total length of all periods of employment which an employee (in the occupation in which he is engaged) has had in any industry;

**“foreman”** and/or **“supervisor”** means an employee who is employed in a supervisory capacity and who, in the execution of his duties, which shall be related to the Furniture, Bedding and Upholstery Manufacturing Industry-

- (a) manages the manufacturing activities of a whole establishment or a department or subdivision thereof as his primary duty; and/or
- (b) customarily and regularly directs the work of other employees; and/or
- (c) has the authority to engage or dismiss employees, or make suggestions as to the same, or as to promotions or demotions of employees; and/or
- (d) customarily and/or regularly exercises discretionary powers; and
- (e) is paid a wage of not less than that prescribed for the highest-paid employee in this Agreement whether this be weekly or monthly; and
- (f) is paid in full, whether or not he completes the number of hours of work specified in this Agreement, subject thereto that a foreman/supervisor shall not be entitled to payment for hours of work lost owing to short time being worked, stay-aways and absence from his workplace without prior permission,

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but excludes employees who are engaged in costing, designing, buying, planning, organising, directing and/or controlling the duties of foreman and/or supervisor: Provided that in the absence of foremen and/or supervisors, the aforesaid excluded employees shall be deemed to be the foremen or supervisors;

**“Holiday Bonus”** means a work attendance bonus payable by the establishment for its employees, which is determined by the level of work attendance of the individual employee;

**“Holiday Bonus Fund”** means the Fund established by the Council for the purposes of receiving holiday bonus monies from establishments for their employees, for holding these holiday bonus monies in reserve and to pay these holiday bonus monies to the employees when due;

**“large size employer”** means an employer who employs in excess of 20 employees;

**“leave pay”** means that portion of the employee’s remuneration payable by the establishment for the employee for the purpose of remunerating the employee for any period which the employee is on annual leave as prescribed by the prevailing Collective Agreement;

**“Leave Pay Fund”** means the Fund established by the Council for the purposes of receiving leave pay monies from establishments for their employees, for holding these monies in reserve and to pay these leave pay monies to the employees when due;

**“medium size employer”** means an employer who employs between 11 and 20 employees;

**“micro size employer”** means an employer who employs less than 4 employees;

**“new establishment”** means a business in the scope of this Agreement, which has not conducted manufacturing activities for a period of more than 6 months;

**“ordinary hours of work”** means the maximum number of hours which an establishment ordinarily works per week and normal hours of work has the same meaning;

**“pay week”** means the period of 7 days which is considered when determining the weekly wage of an employee, based on an hourly rate of pay;

**“prospective adoptive parent”** means a person who complies with the requirements set out in section 231(2) of the Children’s Act, 2005 (Act No. 38 of 2005);

**“senior shop steward”** means a chairperson or a convenor of shop stewards at an establishment;

**“small size employer”** means an employer who employs between 4 and 10 employees;

**“substantive issues”** means all issues relating to cost and affecting the wage packages of employees or their remuneration;

**“surrogate motherhood agreement”** has the meaning assigned to it in section 1 of the Children’s Act, 2005 (Act No. 38 of 2005);

**“temporary employment service or labour broker”** means a service provided by any person who, for reward, procures for or provides to a client other persons who -

(a) render services to, or perform work for, the client; and

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- (b) who are remunerated by the temporary employment service, or labour broker and in which such persons are employees of the temporary employment service or a labour broker and the temporary employment service or a labour broker is such persons' employer;

**“trade union representative or shop steward”** means a person who is a registered member of any of the trade unions which are parties to this Agreement and who has been elected as such by the employees at any particular establishment;

**“wage”** means the remuneration payable in money to an employee as prescribed in this Agreement, or where an employer regularly pays to an employee an amount higher than the prescribed amount such higher amount;

**“weekly paid employee”** means an employee who is remunerated weekly;

**“working employer”** means any person, including a partner in a partnership or a director in a company or a member of a close corporation, who performs any of the classes of work of which wages are prescribed in this Agreement.

## 5. PROHIBITION OF TWO-TIER BARGAINING AND THRESHOLD - TRADE UNION ORGANISATIONAL RIGHTS

### 5.1 Prohibition of two-tier bargaining

5.1.1 The Bargaining Council shall be the exclusive forum for the negotiation and conclusion of all agreements on substantive issues between employers' organisations and their members, on the one hand, and employees or trade unions and their members on the other hand.

5.1.2 Non-substantive conditions of employment over and above existing ones in the prevailing Main Collective Agreement, e.g. bonuses or incentive schemes that are directly related to profit or productivity, or both, may be negotiated by employee representatives or representative trade unions at establishment level and/or plant level.

In the event of a deadlock in negotiations between the parties in this category of issues, the provisions of the Council's prevailing Main Collective Agreement may be invoked.

5.1.3 No trade union, employee, employers' organisation or employer may call a strike, lock-out or attempt in any way to seek, to induce or to compel negotiations on the issues referred to in clause 5.1.1 at any level other than at the Bargaining Council level.

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5.1.4 Any establishment or plant level agreement between an employer who is a member of a party employers' organisation and a party trade union which contains provisions that are inconsistent with this Agreement-

5.1.4.1 must be regarded by the parties to the establishment or plant level agreement as having been amended to create consistency with this clause; and

5.1.4.2 any provisions of the establishment or plant level agreement will not be binding to the extent that those provisions are inconsistent with this clause.

## 5.2 **Threshold – Trade Union Organisational Rights**

The terms of this Agreement and the application thereof shall be subject to the following in respect of trade union organisational rights threshold:

Any trade union duly registered in terms of section 96 of the Labour Relations Act and that can prove by means of reasonable identification, membership of employees in the Industry that it has a membership of at least 15% of the total number of employees in the Industry, shall be recognised as a sufficiently representative trade union entitled to exercise the rights set out in sections 12, 13 and 15 of the Labour Relations Act. As soon as sufficient representativeness has been proved to the parties, such sufficiently representative trade union shall be entitled to be treated for organisational purposes on an equal and fair footing with the other trade unions who are already members of the Bargaining Council.

## 6. REGISTRATION OF EMPLOYERS AND EMPLOYEES

### 6.1 **Employers**

6.1.1 Every employer shall within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every employer entering the Industry after that date shall within one month of commencement of operations by him, forward to the General Secretary of the Council a completed registration form in the form specified by the Council from time to time and a registration fee as prescribed in **ADDENDUM 1** of this Agreement.

**Note:** This registration form is obtainable from the Council.



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- 6.1.2 Whenever there is any change in the details submitted in terms of clause 6.1, the employer shall resubmit a completed registration form, as specified, to the Council within 14 days of such change.
- 6.1.3 An employer who intends to cease being an employer shall notify the Council, in writing, at least 14 days prior to the date on which he intends such cessation.
- 6.1.4 Any employer in the Industry shall, when required to do so by the Council, within seven days of that request, lodge with the Council a cash amount or guarantee acceptable to the Council, to cover the payment in respect of his employees as follows:
- 6.1.4.1 One week's wages;
  - 6.1.4.2 13 weeks' levies, contributions and/or monies in respect of-
    - 6.1.4.2.1 Leave pay monies;
    - 6.1.4.2.2 Holiday bonus monies;
    - 6.1.4.2.3 Council Levies;
    - 6.1.4.2.4 Provident Fund contributions;
    - 6.1.4.2.5 Death and Funeral Scheme contributions; and
    - 6.1.4.2.6 Dispute Resolution Levy.
- Provided that the minimum guarantee shall be for an amount of R500.
- 6.1.5 Where the cash amount or guarantee lodged by an employer is insufficient to cover the payment of wages, levies and contributions referred to above, the employer shall, on demand by the Council, increase the cash amount or guarantee to an amount sufficient to cover such payment. An employer shall be permitted to reduce the amount of his cash amount or guarantee. When a reduction of any cash amount or guarantee is granted it shall be implemented at intervals of no less than six months.
- 6.1.6 The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council to pay any amount which may be due to the Council by such employer in respect of levies and contributions or to pay any wages which may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved. The total claim in respect of any one or more employees shall not exceed the total of the cash amount or guarantee lodged with the Council. The amount any employee is entitled to claim as wages shall not exceed that portion of the cash amount or guarantee lodged with the Council which represents wages.

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6.1.7 Every employer shall keep employee records as specified by the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

6.1.8 Every employer shall comply with the relevant legislation relating to factories and/or workrooms.

## 6.2 Employees

Every employer shall register all his employees, except casual employees, with the Council as from the first day of their employment. The registration of employees are effected by entering each employee's personal and remuneration details as prescribed by the Council, on the Council's prescribed monthly return form. This monthly return form, shall be submitted to the Council monthly, by not later than the 10<sup>th</sup> day of the month following the month to which it relates.

## 7. NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

Newly established establishments who employ no more than a total of 10 employees (including employees involved in activities other than furniture, bedding and upholstery manufacturing activities e.g. administration, sales, marketing, etc), may apply for the following phasing in concession, provided that their employees agree thereto. The establishment concerned shall then be prohibited from making use of a Newly Employed Employee Concession for any of its employees as per clause 8 hereunder until the expiry date of Phase 3 of the Newly Established Small Employer Concession or the cancellation of the establishment's Newly Established Small Employer Concession:

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

During this period the employer shall be exempted from prescribed minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, Leave Pay Fund contributions, Holiday Bonus Fund contributions, Provident Fund contributions and either of the Sick Benefit Societies contributions, if applicable, as prescribed in **ADDENDUM 1**. Employees may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employee(s).

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

Any accumulated leave pay benefits accrued by the employees prior to October of the first year of registration must be paid out by the employee's employer to the employee in terms

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of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)(as amended), when due. The following fees, levies and contributions shall be payable as prescribed in **ADDENDUM 1**.

- (a) Council levies;
- (b) Trade union subscriptions (if applicable);
- (c) Agency Shop Fees (where applicable);
- (d) Death and Funeral Scheme contributions. Refer to clause 7 of **ADDENDUM 1**; and
- (e) Dispute Resolution levies.

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

During this period the employee(s) shall be remunerated at their current rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay and wage increments may be negotiated between employer and employee(s). In addition to the fees, levies and contributions payable to the Council in Phase One, the following contributions shall become payable to the Council as prescribed in **ADDENDUM 1**.

- (a) Leave Pay Fund contributions; and
- (b) Holiday Bonus Fund contributions.

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

During this period the employee(s) shall be remunerated at not less than 75% of the prevailing minimum hourly rates of pay, as prescribed in **ADDENDUM 2** or **ADDENDUM 3**, subject to no employee being paid less than the national minimum hourly rate of pay. In addition to the fees, levies and contributions payable in Phases One and Two, the following contributions shall become payable as prescribed in **ADDENDUM 1**:

- (a) Provident Fund contributions; and
- (b) Standard Death and Funeral Scheme contributions. Refer to clause 6.3 of **ADDENDUM 1**.

**PHASE FOUR: As from October of the fourth year of registration**

All the provisions of the prevailing Agreement administered by this Council shall become applicable, including the payment of 100% of the minimum hourly rates of pay, subject to

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no employee being paid less than the national minimum hourly rate of pay, as prescribed in **ADDENDUM 2** or **ADDENDUM 3** and the payment of either of the Sick Benefit Societies contributions, if applicable, as prescribed in **ADDENDUM 1**.

In the event of an establishment employing in excess of 10 employees at any time, all the provisions of the prevailing Agreement including wages at no less than 100% of the prevailing minimum prescribed hourly rates of pay and all fees, levies and contributions normally payable to this Council, shall come into effect immediately.

### 8. NEWLY EMPLOYED EMPLOYEE CONCESSION

- 8.1 The employer may elect to apply the calculations below to determine the wages, levies, contributions and fees payable to any newly employed employee who commences employment with an employer for the first time, subject to clauses 8.2 and 8.3 below, provided that the establishment concerned is not in Phase 1, Phase 2 or Phase 3 of a Newly Established Small Employer Concession as reflected in clause 7 above.
- 8.2 As from 29 June 2020 all changes relating to the Newly Employed Employee Concession contributions and year changes, will be applicable to the corresponding year of the new Newly Employed Employee's Concession provisions.
- 8.3 **Accumulation of Credits** – Upon service termination of the employee, irrespective of the reason, the employer shall grant credit to the employee for time employed under the newly employed employee concession when reemployed by any employer.
- 8.4 The following fees, levies and contributions shall be payable as prescribed in **ADDENDUM 1**, **ADDENDUM 2** or **ADDENDUM 3**.

#### YEAR ONE of employment:

- (a) 100% of the prescribed minimum hourly rate of pay for General Workers, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 85% of the prescribed minimum hourly rates of pay, for all other Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of the required Agency Fee (where applicable);
- (f) Death and Funeral Scheme contributions (refer to clause 5.2.1 of **ADDENDUM 1**); and
- (g) 100% of NEEC Provident Fund contributions (refer to clause 5.3.1 of **ADDENDUM 1**).
- (h) 100% of the prescribed Dispute Resolution Levies.

**YEAR TWO of employment:**

- (a) 100% of the prescribed minimum hourly rate of pay for General Workers, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 90% of the prescribed minimum hourly rates of pay for all other Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of either of the Sick Benefit Society contributions, if applicable, as prescribed in **ADDENDUM 1**);
- (f) 100% of the required Agency Fee (where applicable);
- (g) Death and Funeral Scheme contributions (refer to clause 5.2.1 of **ADDENDUM 1**); and
- (h) 100% of the NEEC Provident Fund contributions (refer to clause 5.3.2 of **ADDENDUM 1**).
- (i) 100% of the prescribed Dispute Resolution Levies.

**YEAR THREE of employment:**

- (a) 100% of the prescribed minimum hourly rate of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of all prescribed Leave Pay Fund contributions;
- (d) 100% of either of the Sick Benefit Society contributions, if applicable, as prescribed in **ADDENDUM 1**);
- (e) 100% of the required Agency Fee (where applicable);
- (f) Death and Funeral Scheme contributions (refer to clause 5.2.1 of **ADDENDUM 1**); and
- (g) 100% of NEEC Provident Fund contributions (refer to clause 5.3.2 of **ADDENDUM 1**).
- (h) 100% of the prescribed Dispute Resolution Levies.

**YEAR FOUR of employment:**

100% of at least the minimum prescribed hourly rates of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay as well as 100% of all prescribed fees, levies and contributions shall be payable to the Council by all employers and all employees.

**9. TERMS OF EMPLOYMENT**

**9.1 Ordinary hours of work**

- 9.1.1 Save as is otherwise provided for in this Agreement, no employer shall require or permit an employee –
- 9.1.1.1 to work for more than 44 hours, excluding meal intervals, in any one week;
  - 9.1.1.2 to work for more than 9 hours, excluding meal intervals, on any one day.
- 9.1.2 All hours of work on any day, exclusive of meal intervals, shall be consecutive.

**9.2 Intervals**

An employer shall grant to each of his employees -

- 9.2.1 a rest interval of 10 minutes as nearly as practicable in the middle of each morning and afternoon work-period, which shall be regarded as part of ordinary hours of work;
- 9.2.2 a lunch interval of between 30 minutes and 60 minutes after a continuous period of work of not more than 5 hours, which shall not be regarded as part of ordinary hours of work.

**9.3 Overtime**

- 9.3.1 All time worked in excess of an establishment's ordinary number of hours of work in a week shall be regarded as overtime.
- 9.3.2 An employer may request an employee to work overtime. This request shall not unreasonably be rejected and the employee shall not be permitted to work overtime in excess of 15 hours in any one pay week. All employees shall be given at least 24 hours' prior notice of overtime to be worked, provided that employers and employees may agree to work emergency overtime at shorter notice. For overtime to be worked in excess of 15 hours in any pay week, prior permission shall be obtained from the Council with proper written motivation.
- 9.3.3 An employee shall not be entitled to payment for overtime unless he has completed the weekly ordinary number of hours of his establishment, unless the time lost is owing to illness for which he must produce a medical certificate on the day he resumes work.
- 9.3.4 In order to calculate overtime-
- 9.3.4.1 Paid sick leave;
  - 9.3.4.2 Paid public holidays;

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- 9.3.4.3 Paid study leave;
  - 9.3.4.4 Paid family responsibility leave; and
  - 9.3.4.5 Paid trade union representative leave are to be considered as paid ordinary hours of work.
- 9.3.5 Motor vehicle drivers and their crew shall not be required or permitted to work overtime-
- 9.3.5.1 in excess of 15 hours per day, which includes ordinary hours of work, overtime hours, lunch intervals and tea intervals; and
  - 9.3.5.2 40 hours in any one week from Monday to Saturday.
- 9.3.6 All motor vehicle drivers and motor vehicle crew shall receive overtime payment equal to 1.5 x their ordinary hourly rate of pay and 2 x their ordinary hourly rate of pay on Sundays, irrespective of the overtime hours worked by such drivers and crew.

#### 9.4 Shift work

- 9.4.1 No normal shift shall exceed nine hours per day or 44 hours per week.
- 9.4.2 Not less than six hours shall elapse between successive shifts of an employee.
- 9.4.3 Where an employee's ordinary shift or part of it is worked on a public holiday, the employee concerned shall be remunerated for such shift as follows:
  - 9.4.3.1 If the major portion of such shift is worked on a public holiday, the entire shift shall be deemed to have been worked on such day and the employee shall be remunerated for work on a public holiday;
  - 9.4.3.2 if the lesser portion of such shift is worked on such day, the entire shift shall be deemed to have been worked on a weekday, and the employee shall be remunerated at his ordinary rate of remuneration.
- 9.4.4 Time worked by an employee after the completion of his normal shift shall be regarded as overtime and be paid for in accordance with the prescribed rates provided that the establishment's weekly ordinary hours of work have been exceeded.

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#### 9.5 Public Holidays

- 9.5.1 All public holidays proclaimed in terms of the Public Holidays Act, 1994 (Act 36 of 1994), shall be recognised as paid public holidays, except where a public holiday falls on a day which is not a normal working day.

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- 9.5.2 In the event of the services of an employee being terminated by an employer seven working days or less prior to Good Friday the employee shall be entitled to the payment of wages for Good Friday and Family Day.
- 9.5.3 In the event of the services of an employee being terminated by an employer seven working days or less prior to the annual closing date in terms of this Agreement, the employee shall be entitled to payment of wages for all the public holidays during the annual closure.
- 9.5.4 In the event that an official paid public holiday falls during a period in which the employer is already working short time, employees shall be paid their normal ordinary hours of work for that day, irrespective of the short time so implemented.

#### 9.6 Annual closure

- 9.6.1 Annual closure shall be for a period of 15 consecutive working days between 1 December of each year and 31 January of the following year or as otherwise prescribed by the Council from time to time.
- 9.6.2 During any period of annual closure, no employer shall require or permit an employee to perform work and no employee shall undertake work, whether for remuneration, reward or not.
- 9.6.3 If the annual closure dates are prescribed by the Council, any establishment may apply to the Council in writing on the prescribed application form for exemption from the prescribed annual closure dates, if the establishment believes that extraordinary circumstances exist that may warrant the granting of an exemption. Such an application for exemption must be supported by not less than 75% of the establishment's employees who are covered by the scope of this Agreement.

#### 9.7 Paid sick leave and proof of incapacity

- 9.7.1 "Sick leave cycle" means a period of thirty six (36) months' employment with the same employer immediately following:
- 9.7.1.1 an employee's commencement of employment; or
- 9.7.1.2 the completion of that employee's prior sick-leave cycle.
- 9.7.2 Paid sick leave is limited to 10 working days for every 12 months of employment and to 30 working days for every sick-leave cycle.
- 9.7.3 Notwithstanding the provisions of clause 9.7.2, during the first six months of employment, an employee's entitlement to sick leave may be limited by an employer to one day's paid sick leave for every 26 days worked.



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- 9.7.4 During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of clause 9.7.2 by the number of days' sick leave taken in terms of clause 9.7.3.
- 9.7.5 An employer must pay an employee for a days' sick leave-
- 9.7.5.1 the wage the employee would ordinarily have received for work on that day;
  - 9.7.5.2 on the employee's usual pay day; and
  - 9.7.5.3 paid sick leave granted by the establishment must be regarded as ordinary hours worked towards filling and/or completing the establishment's maximum ordinary weekly hours of work.
- 9.7.6 An employee who is absent from his workplace due to incapacity for the first three individual days in a sick-leave cycle shall be paid sick leave irrespective of whether such an employee produces a medical certificate or not. An employee may be required to present a medical certificate to his employer in order to qualify for the payment of sick leave from the fourth individual day that he is absent from his workplace owing to incapacity in each sick-leave cycle.
- 9.7.7 The medical certificate shall reflect the nature and period of the employee's incapacity and shall be issued and signed by a medical practitioner, traditional healer or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- 9.7.8 If it is not reasonably practicable for an employee who lives on an employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of clause 9.7.6 unless the employer provides reasonable assistance to the employee to obtain the necessary medical certificate.

## 9.8 Termination of employment

### 9.8.1 Notice periods

The notice periods applicable to both employers and employees in the Industry will be as follows:

- 9.8.1.1 During two month probationary period - one hour's notice.
- 9.8.1.2 Up to one year's employment (probationary period included) - one week's notice.
- 9.8.1.3 More than one year of employment (probationary period included) - two weeks' notice.

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These notice periods are applicable provided that this shall not affect the right of an employer or employee to terminate a contract of service without any notice for any cause recognised by law as sufficient.

- 9.8.2 An employer and employee may agree in writing to provide for a longer period of notice, and failure to comply with such arrangement shall be a contravention of this clause.
- 9.8.3 An employer or employee may terminate a contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of notice, an amount equal to not less than wages for one hour, one week or two weeks, as the case may be, or for such longer period as may be agreed upon by the employer and his employee.
- 9.8.4 The notice referred to above shall not run concurrently with any period of annual leave or to the extent of six weeks' absence owing to illness in any one year.

#### 9.9 **Absenteeism**

No employee may absent himself from his work during the hours in which the establishment is open without the express permission of his employer except on account of illness and/or injuries or for causes beyond the control of such employee. An employee shall, within 24 hours of his failure to report for work, cause his employer to be notified thereof in the most expeditious manner available.

#### 9.10 **Short time, dismissals based on operational requirements and severance pay**

##### 9.10.1 **Short Time**

9.10.1.1 When, by reason of slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of this clause, employ his employees on short time during, but not exceeding, the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery: Provided that the employer:

9.10.1.1.1 has consulted with the employees concerned; and/or

9.10.1.1.2 has consulted with any shop stewards or employee representatives in the workplace concerned; and

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- 9.10.1.1.3 has extended an invitation to the trade union office and trade union official to attend on the date and time as determined by the employer, to allow the trade union official to attend the consultation, if a trade union is active in the workplace concerned, unless short time is implemented on a specific day for that day only; and
- 9.10.1.1.4 shall, when short time is worked, distribute the available work amongst the employees in any section.
- 9.10.1.1.5 where possible, timeously notifies the Council in writing, of such short time.
- 9.10.1.2 An employee who on any day reports for duty at the usual starting time of the establishment and for whom no work is available, or for whom work becomes unavailable during the course of the day, shall be paid in respect of such day an amount of not less than 4 hours' wages, unless he was notified by his employer previously that his services would not be required on the day in question.
- 9.10.1.3 No short time may be called for and implemented, for Mondays and Fridays, where official paid public holidays fall on Tuesdays and/or Thursdays, unless the employer has been working short time prior to such paid public holidays.
- 9.10.1.4 In the event that an employer works short time for a continuous period of 9 months for reasons excluding electricity outages and water outages the following will apply:
- 9.10.1.4.1 In the event that the employer's employees do not agree to the employer continue working short time, the employer have to apply for exemption in order to continue working short time for an uninterrupted period. The Council's exemption procedure will apply. If the exemption is not granted the employer may not continue to work short time for 4 consecutive weeks.
- 9.10.1.4.2 The employer may schedule lunch breaks to coincide with any short time periods on a day. Leave pay for employees on short time will be calculated as per ADDENDUM 1, clause 1.4.

## 9.10.2 Dismissals based on operational requirements

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When an employer contemplates dismissing one or more employees for reasons based on operational requirements, subject thereto that short time of less than 35 hours per week had been worked over a continuous period of at least one week, the employer shall comply with the Labour Relations Act, 1995 (Act 66 of 1995), as well as the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), insofar as this Agreement is silent on those issues which are covered by the aforementioned Acts.

**9.10.3 Standard severance pay and additional severance pay**

**9.10.3.1 Standard severance pay payable to employees**

Severance pay of one week's normal remuneration for each completed year of service is payable: Provided that during the first year and last year of service, 6 months' or more service shall be regarded as a completed year of service;

**9.10.3.2 Additional severance pay payable to employees**

9.10.3.2.1 From 3 years of employment but less than 10 years of employment – an additional 1 week's normal basic wages calculated on the establishment's ordinary hours of work must be paid as a lump sum;

9.10.3.2.2 From 10 years of employment but less than 15 years of employment – an additional 2 weeks' normal basic wages calculated on the establishment's ordinary hours of work must be paid as a lump sum;

9.10.3.2.3 From 15 years of employment but less than 20 years of employment – an additional 3 weeks' normal basic wages calculated on the establishment's ordinary hours of work must be paid as a lump sum;

9.10.3.2.4 20 years or more of employment – an additional 4 weeks' normal basic wages calculated on the establishment's ordinary hours of work must be paid as a lump sum.

**9.11 Trade union representative leave**

9.11.1 For the purpose of attending training courses and/or seminars and/or meetings arranged by the trade unions which are parties to this Agreement, trade union representatives shall be entitled to 7 days' paid leave per annum

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and senior trade union representatives shall be entitled to 11 days' paid leave per annum. ONLY for the purpose of attending official meetings of the Bargaining Council, trade union representatives shall be entitled to additional leave for which the Council shall reimburse the trade union representative's establishment for the actual loss of working hours by the trade union representative, which shall be paid to the trade union representative by the establishment together with his normal weekly wages as if the trade union representative worked on the day he attended an official meeting of the Bargaining Council, subject to the following conditions:

- 9.11.1.1 The leave cycle shall commence on 1 July of each year. Leave not taken by a senior trade union representative and/or trade union representative shall accrue to the newly elected senior trade union representative and/or trade union representative during any one leave cycle. Leave will not be cumulative or be transferable from one employer to another.
- 9.11.1.2 The trade union shall make the training course and/or seminar content and/or agenda of meetings available to the employer at least seven days in advance.
- 9.11.1.3 Prior arrangements shall be made by the trade union with an employer for the release of key personnel. Not more than 50% of elected senior trade union representatives and/or trade union representatives at any particular establishment shall attend the training course and/or seminar and/or meeting on any particular day.
- 9.11.1.4 The number of trade union representatives elected at any particular establishment shall be at a ratio of not more than 1 representative for every 30 trade union members.
- 9.11.1.5 The names of the senior trade union representatives and/or trade union representatives elected shall be conveyed to the employer by the senior trade union representative, in writing, immediately after their names are known.
- 9.11.1.6 The trade union shall furnish the employer with written proof that the training course and/or seminar and/or meeting for which purpose the paid leave was granted was attended by the particular senior trade union representatives and/or trade union representatives.

**9.12 Maternity leave**

- 9.12.1 Any female employee going on confinement shall be entitled to maternity leave for a period not exceeding six months with a guarantee of reemployment after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted, subject to the following conditions:
- 9.12.1.1 The employee on confinement shall before or on the expiry date of the six-month period notify her employer whether or not she will recommence employment.
- 9.12.1.2 Proof of the confinement shall be submitted to the employer on the employee's return to work in the form of a birth certificate or death certificate, in the case of a still birth, or medical certificate in the case of a miscarriage.
- 9.12.1.3 The employer may extend the six-month guarantee period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons.
- 9.12.1.4 The employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary contract agreement for the period of absence of the employee who has been granted maternity leave.
- 9.12.1.5 During the period referred to above, all the provisions of the agreements administered by the Council shall apply to the temporary employee.
- 9.12.1.6 During the contract period the employer may, subject to the Code of Good Practice contained in Schedule 8 of the Act, or for any other reason recognised in law, terminate the contract of temporary employment prior to the contract's expiry date.
- 9.12.1.7 Any female employee going on confinement shall notify her employer 16 weeks prior to the date of such confinement.

**9.13 Family responsibility leave**

- 9.13.1 An employee who has been employed with an employer for longer than 4 months shall be entitled to 3 days' paid leave per annum at full pay, on submission of the necessary proof, when the employee's child is sick. Upon the death of the employee's spouse, life partner, parent, adoptive

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parent, grandparent, child, adopted child, grandchild or sibling, the employee shall be entitled to a further 2 days paid leave per annum at full pay, on submission of the necessary proof.

- 9.13.2 An employee's unused entitlement to leave in terms of this clause lapses annually and may not be accrued.

#### 9.14 Parental leave

- 9.14.1 An employee, who is a parent of a child, is entitled to at least 10 (ten) consecutive days parental leave:

9.14.1.1 An employee may commence parental leave on –

9.14.1.1.1 the day that the employee's child is born;

9.14.1.1.2 the date the adoption order is granted; or

9.14.1.1.3 on the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.

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

9.14.2.1 commence parental leave; and

9.14.2.1 return to work after parental leave.

- 9.14.3 Notification in terms of 9.14.2 above shall be given at least one month before-

9.14.3.1 employee's child is expected to be born; or

9.14.3.2 date referred to in subsection 9.14.1.1.2 or 9.14.1.1.3; or

9.14.3.3 if it is not reasonably practicable to do so, as soon as is reasonably practicable.

#### 9.15 Adoption Leave

- 9.15.1 An employee, who is an adoptive parent of a child who is below the age of two, is entitled to –

9.15.1.1 adoption leave of at least 10 (ten) weeks consecutively; or

9.15.1.2 the parental leave referred to above.

- 9.15.2 An employee may commence adoption leave on –

9.15.2.1 the date the adoption order is granted; or

9.15.2.2 on the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of

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an adoption order in respect of that child, whichever date occurs first.

- 9.15.3 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
- 9.15.3.1 commence adoption leave; and
  - 9.15.3.2 return to work after adoption leave.
- 9.15.4 Notification in terms of adoption leave above must be given at least one month before –
- 9.15.4.1 the date the adoption order is granted;
  - 9.15.4.2 on the date that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first; or
  - 9.15.4.3 if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 9.15.5 If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave referred to above: Provided that the selection of choice must be exercised at the option of the two adoptive parents.
- 9.15.6 If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalisation of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for the parental leave: Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

#### 9.16 Commissioning parental leave

- 9.16.1 An employee, who is a commissioning parent in a surrogate motherhood agreement is entitled to –
- 9.16.1.1 commissioning parental leave of at least 10 (ten) weeks consecutively; or
  - 9.16.1.2 the parental leave referred to above.
- 9.16.2 An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
- 9.16.3 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –



- 9.16.3.1 commence commissioning parental leave; and
- 9.16.3.2 return to work after commissioning parental leave.
- 9.16.4 Notification of the above must be given at least one month before –
  - 9.16.4.1 a child is expected to be born as a result of a surrogate motherhood agreement; or
  - 9.16.4.2 if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 9.16.5 If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave above: Provided that the selection of choice must be exercised at the option of the two commissioning parents.

#### 9.17 **Study leave**

Study leave may be granted by employers only to permanent, full-time employees subject to the following conditions:

- 9.17.1 Approval for study leave shall be granted at the employer's discretion, which approval shall not be withheld unreasonably.
- 9.17.2 Study leave, if granted by the employer, shall be for a maximum of two subjects per annum.
- 9.17.3 Study leave, if granted by the employer, shall be limited to two days of paid study leave per subject, namely the last working day prior to the date of the exam and on the day of the exam.
- 9.17.4 The result of each exam shall be presented by the employee to the employer as soon as it becomes available.
- 9.17.5 If an employee fails a subject, the leave granted to the employee for that subject shall be refunded by the employee to the employer at a rate of one day's pay per failed subject.

#### 9.18 **Fixed term contract of employment**

Any employer who intends to employ an employee for a fixed term shall enter into a written fixed term contract of employment with such an employee.

#### 9.19 **Indefinite-period contract of employment**

Any employer who intends to employ an employee for an indefinite period of employment shall enter into a written indefinite-period contract of employment with such an employee.

**9.20 Certificate of service**

Every employer shall issue an employee with a certificate of service on termination of the employee's contract of employment. Such certificate shall comply with the provisions of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) (as amended).

**10. GENERAL****10.1 Work under an incentive scheme**

10.1.1 Any employer who wishes to introduce an incentive scheme shall set up a joint committee consisting of representatives from management and the establishment's employees which, after consultation with the trade unions which are party to this Agreement whose members are involved, may agree upon the terms of any such scheme. (Refer to clause 5.1.2).

10.1.2 The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the scheme has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such a scheme.

**10.2 Temporary employment services and/or labour brokers**

10.2.1 The temporary employment service and/or labour broker and the employer shall, jointly and severally, be liable if the temporary employment service and/or labour broker, in respect of any of its employees, contravenes any of the provisions of the Agreement.

10.2.2 A temporary employment service and/or labour broker who supplies labour shall remunerate all occupation skills levels of employees as prescribed in **ADDENDUM 2** or **ADDENDUM 3** of this Collective Agreement. All the provisions of this Collective Agreement shall mutatis mutandis apply.

**10.3 Outwork**

10.3.1 No employer shall require or allow any of his employees to undertake work in the Industry anywhere other than in his establishment except when such

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work is in completion of an order placed with such an employer in premises owned or occupied by the person for whom the work is undertaken.

10.3.2 No employee engaged in the Industry shall solicit or take orders for or undertake any work in connection with the Industry on his own account for sale or on behalf of any other person or establishment, whether for remuneration, reward or not, while in the employ of an employer in the Industry.

10.3.3 No employer who is a member of an employers' organisation that is party to this Agreement shall give out work in connection with the Industry, either in whole or in part, other than to an establishment which has been accepted as a member of the employers' organisation which is a party to this Agreement, and which is registered with the Bargaining Council.

#### 10.4 **Provision of tools**

Work benches, clamps, handscrews, gluepots and all brushes shall be provided by the employer. The employer shall at his expense insure against loss or destruction by fire or as a result of burglary of the premises the tools of his employees normally used by them. Every employee shall be obliged to submit, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools, and shall keep his tools locked in a toolbox.

#### 10.5 **Employment of children and forced labour**

No establishment shall employ any person in contravention of Chapter 6 of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

#### 10.6 **Working employers**

All working employers shall, at the prescribed foremen's rate of pay, observe the provisions of this Agreement in respect of hours of work as well as the payment of the following:

10.6.1 Leave Pay Fund contributions;

10.6.2 Holiday Bonus Fund contributions;

10.6.3 Provident Fund contributions;

10.6.4 Death and Funeral Scheme contributions;

10.6.5 Council levies;

10.6.6 Dispute Resolution levies; and

10.6.7 Wages for public holidays.

10.7 **Prohibited employment**

Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing conditions which he would have had to pay or observe had such engagement or employment not been prohibited.

10.8 **Employment of trade union members**

No person shall be prohibited from working in the Industry, because of his trade union affiliation or non-affiliation.

10.9 **Trade union representatives on the Council and committees of a national character in the Industry**

Every employer shall grant to any of his employees who are representatives on the Council, or on committees of the trade unions who are party to the Council, every reasonable facility to attend to their duties in connection with meetings held by these bodies.

10.10 **Subscriptions to trade unions**

Every employer shall deduct from the wages of those of his employees who are members of a trade union party to the Agreement, union subscriptions in terms of their constitutions and pay such union subscriptions to the concerned union as prescribed by the trade union concerned.

10.11 **Council levies and Dispute Resolution levies**

10.11.1 For the purpose of assisting the Council to meet its expenses, every employer and every employee in the Industry shall pay to the Council an amount as prescribed in **ADDENDUM 1** of this Agreement.

10.11.2 Every employer and every employee in the Industry shall pay to the Council a dispute resolution levy as prescribed in **ADDENDUM 1** of this Agreement, for the maintenance of a dispute resolution system as required by the Act.

10.12 **Exhibition of Agreement and notices**

10.12.1 Every employer on whom the Collective Agreement is binding shall keep a copy of the Collective Agreement available in the workplace at all times.

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10.12.2 Every employer shall display in his establishment in a place readily accessible to his employees a notice of the official hours of work specifying the starting and finishing time of work for each day of the week, the meal interval, and the forenoon and afternoon tea intervals.

**10.13 Administration and enforcement of Agreement**

10.13.1 The Council shall be the body responsible for the administration and enforcement of this Agreement, and may issue expressions of opinion and rulings not inconsistent with the provisions hereof for the guidance of employers and employees in the Industry.

10.13.2 Despite any other provisions of this Agreement, the Council may appoint one or more persons and may request the Minister of Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote, monitor and enforce compliance with this Agreement.

10.13.3 In the event of non-compliance with this Agreement, designated agents may secure compliance by –

10.13.3.1 investigating complaints;

10.13.3.2 conducting inspections;

10.13.3.3 issuing compliance orders ; or

10.13.3.4 adopting any other reasonable means; and

10.13.3.5 performing any other functions which is conferred or imposed on the designated agents by the Council.

10.13.4 In the event that non-compliance prevails after the issuing of a compliance order in terms of sub-clause 10.13.3.3 above, the designated agents may be required to:

10.13.4.1 submit a report to the General Secretary of the Council or any other person so designated by him, specifying that compliance has not been achieved.

10.13.5 Upon receipt of such a report, the General Secretary of the Council or any other person so designated by him, shall –

10.13.5.1 Appoint an arbitrator from the Council's panel of arbitrators to conciliate and/or arbitrate the matter; or

10.13.5.2 take such steps as may be deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.

10.13.5.3 A conciliator and arbitrator appointed in terms of this Clause shall have all the powers assigned to them as contemplated by the

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Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.

- 10.13.6 The General Secretary or person so designated by him may make application to have the arbitration award or settlement agreement, whichever applies, certified as an order of the Labour Court.
- 10.13.7 A designated agent appointed by the Minister of Employment and Labour under Section 33 (1) of the Act, shall in addition to the powers referred to in this Clause, have the powers as assigned to designated agents as set out in the Act in general and in Schedule 10 and Section 142 of the Act, read with the changes required by the context.
- 10.13.8 In the event of an establishment failing to submit a prescribed return in respect of any month, the Council may make an assessment of the amount due to the Council in terms of the Agreement based on the average number of employees and their respective remuneration rates reflected in the latest monthly return form received from the establishment: Provided that if no monthly return forms have been received by the Council, the Council may make an assessment based on the number of employees furnished by the establishment as reflected on the Council's prescribed registration form of the establishment: Provided that if the establishment did not disclose the number of employees on the prescribed registration form, an assessment will be made based on the evidence obtained by the Council.
- 10.13.9 In the event that an establishment pays the amount assessed by the Council in terms of clause 10.13.8 and it is found thereafter that the assessment was based on incorrect facts or figures, the Council shall credit the establishment for the amount paid in excess of the amount actually due to the Council and may utilise such credit or portion thereof to defray any enforceable underpayment of previous unpaid amounts to the Council.
- 10.13.10 In the event that the Council sends an assessment report to the establishment for verification and such establishment fails to submit a written objection within 10 days after receiving the report, the Council may accept such initial report as true and correct.

#### 10.14 Provisions declared ultra vires

Should any provisions of this Agreement be declared ultra vires by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operation for the unexpired period of this Agreement.

**10.15 Protective clothing**

Every employer shall supply protective clothing to each employee as specified in terms of the Occupational Health and Safety Act, 1993, which shall remain the property of the employer but, when such clothing is delivered to the employee concerned, he shall become responsible for the cleaning and maintenance of the protective clothing.

**10.16 Compulsory retirement age**

Any employee in the Industry shall retire at the age of 65 years, unless otherwise agreed by between the employer and employee.

**10.17 Late/non-payment and allocation of fees, levies and contributions**

10.17.1 All fees, levies and contributions payable in terms of this Agreement shall be paid to the Council monthly by not later than the 10<sup>th</sup> day of the month following the month to which they relate.

10.17.2 An employer who is in arrears with any payments, having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, may be required by the Council to pay the amounts weekly on such terms and conditions as determined by the Council from time to time.

10.17.3 The Council shall have the right to allocate prescribed employer and employee levies, contributions and fees received on behalf of employees from employers, to the Funds of the employees concerned as the Council deems appropriate from time to time.

10.17.4 In the event that the employer fails to pay the Death and Funeral Scheme (D.F.S.) contributions as prescribed by this Agreement, it shall result in the employee not having cover for D.F.S benefits in which instance the employer shall be liable for the payment of the D.F.S. benefits due to the late employee, as determined by the applicable insurance policy or the rules of the Scheme.

**10.18 Interest payable on outstanding/unpaid fees, levies and contributions**

In the event that any fees, levies and/or contributions become due and payable to the Council by the 10<sup>th</sup> day of the month following the month to which an amount or any portion of such an amount relates in terms of this Agreement and such amount or any portion of such amount remains outstanding and unpaid, the establishment and/or employer concerned shall be liable to pay interest in accordance with the following provisions:

- 10.18.1 The interest payable shall be compounded daily on the outstanding/unpaid amount from the 11<sup>th</sup> of every month in which it is due, until the full amount due has been paid to the Council;
- 10.18.2 Outstanding/unpaid Provident Fund contributions shall be subject to interest at a rate as prescribed by the **Pension Funds Act, 1956 (Act 24 of 1956)(as amended)**; and
- 10.18.3 All other outstanding/unpaid fees, levies and contributions shall be subject to interest at a rate as prescribed by the **Prescribed Rate of Interest Act, 1975 (Act 55 of 1975)(as amended)**.

**10.19 Audit and accounting**

The Council shall ensure that proper books of account and records are kept in respect of each of the Funds administered by it, and that an annual audit of each of the Funds is performed in accordance with the provisions of the Act and the Council's Constitution.

## 11. EXEMPTIONS

**11.1 Exemptions Body and Independent Exemptions Appeal Body**

An exemptions body and an Independent Exemptions Appeal Body is hereby established to consider all applications for exemptions from the provisions of this Agreement and to hear and decide, as soon as possible and according to the prescribed criteria, any appeal against-

- 11.1.1 the Bargaining Council's refusal of a party's or non-party's application for an exemption from the provisions of this Collective Agreement; and
- 11.1.2 the withdrawal of an exemption by the Bargaining Council.

**11.2 Administration**

- 11.2.1 Any person, establishment or body bound by this Collective Agreement may apply for an exemption from any of the provisions of this Agreement.
- 11.2.2 An application for exemption shall be in writing on the Bargaining Council's prescribed application form obtainable from the Council's offices, fully motivated and served on the Bargaining Council. The Applicant or the Appellant, depending on the nature of the process, shall satisfy the Body concerned that a proper application or appeal has been served on the appropriate body.
- 11.2.3 In the event that the establishment elects to lodge an appeal against the outcome of an application for exemption, such an establishment shall be



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- obliged to lodge its appeal within 30 days after the date of notification from the Council to the Applicant regarding the outcome of such exemption application.
- 11.2.4 The Exemption Body or the Independent Exemptions Appeal Body shall decide on an application for exemption or appeal and inform the applicant as soon as possible but not later than 30 days of receipt.
- 11.2.5 Whenever an employer applies for an exemption he or she shall consult with the affected workforce through their trade union representatives or, where there are no trade union representatives, with the affected workforce itself as to the need for the exemption and its effect on the affected employees and shall include in the application written proof of matters discussed during such consultation and written proof of the views expressed by the affected workforce during the consultation in this regard as well as the signed confirmation of all individually affected employees.
- 11.2.6 The Bargaining Council shall issue to every person, establishment or body to whom an exemption has been granted or for whom an appeal has been considered by either the Exemptions Body or the Independent Exemptions Appeal Body, a notice of exemption or outcome of the appeal, setting out the following:
- 11.2.6.1 the full name of the person(s), body or bodies or establishment concerned;
- 11.2.6.2 the trading name of the employer;
- 11.2.6.3 the exact provision(s) of this Collective Agreement from which the exemption has been granted or refused;
- 11.2.6.4 the conditions subject to which the exemption is granted;
- 11.2.6.5 the period for which the exemption is applicable; and/or
- 11.2.6.6 the outcome of an appeal.
- 11.2.7 The Bargaining Council must ensure that:-
- 11.2.7.1 all notices of exemptions granted or refused and notices of appeal outcomes are issued to the applicants or appellants; and
- 11.2.7.2 a copy of each exemption granted or refused and a notice of an appeal outcome is retained by the Bargaining Council.
- 11.2.8 The Bargaining Council may, on good cause shown, give the holder of an exemption 30 days' notice of its intention to apply to the Independent Exemptions Appeal Body for the withdrawal of a particular exemption.
- 11.2.9 The following processes and criteria shall be considered with regard to an application for exemption from the provisions of any collective agreement concluded in the Bargaining Council or the application for the withdrawal of an

exemption previously granted or when any appeal against a decision of the Council is considered:

11.2.9.1 **Processes:** Any employer, employee, trade union or employer's association may at any point in time apply for an exemption from any of the provisions of this Collective Agreement. The applicant is required to complete and submit in writing with the relevant office of the Council, a fully and properly completed prescribed application for exemption form, accompanied by all relevant supporting documentation.

11.2.9.2 **Criteria:** The Council and/or the Independent Exemptions Appeal Body shall, without limiting its own considerations, *inter alia* consider the following criteria to wit:

11.2.9.2.1 The financial and social implications on the applicants, competitors, employees and the Industry as a whole;

11.2.9.2.2 viability of the continued existence of the establishment;

11.2.9.2.3 the views expressed by the employees and/or the applicants' competitors;

11.2.9.2.4 the views and recommendations submitted by the bargaining council or any other person or body with an interest in the matter;

11.2.9.2.5 the possibility of job losses if the exemption is granted or refused;

11.2.9.2.6 the limitation on any employment opportunities if the exemption is granted or refused;

11.2.9.2.7 any other relevant information that might have an impact on the outcome of either an application or an appeal;

11.2.9.2.8 the applicant's past record (if applicable) of compliance with the provisions of the main agreement and/or exemption certificates;

11.2.9.2.9 any special circumstances that exist or any precedent that might be set;

11.2.9.2.10 the interests of the Industry in relation to unfair competition, centralised collective bargaining as well as the economic stability of the Industry;

11.2.9.2.11 the interests of the employees with regards to exploitation, job preservation, sound conditions of

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- employment, potential financial benefits, health and safety and the possible infringement of basic rights; and
- 11.2.9.2.12 the interests of the employer with regards to its financial stability, the impact on productivity, its future relationship with employees and recognised trade union operational requirements and the viability of the employers business.
- 11.2.10 an exemption should not contain terms and conditions that would have an unreasonably detrimental effect on the fair, equitable and uniform application in the Industry of any collective agreement concluded in the Bargaining Council;
- 11.2.11 no exemption shall be granted for an indefinite period or as a total (blanket) exemption;
- 11.2.12 no exemption should be granted retrospectively for any liabilities incurred by an employer in terms of this agreement, such as levies and/or contributions, which became payable by the employer to the Council prior to the date on which the application for such an exemption was received by the Council.
- 11.2.13 No exemption shall be granted for payment of wages less than the national minimum hourly rate of pay.
- 11.2.14 No Exemption shall be granted in respect of any liability to pay fees, levies and/or contributions in terms of a Collective Agreement, where an Arbitration Award was previously handed down requiring payment of that liability.
- 11.2.15 An Exemption Fee, per employee payable by the employer only, as prescribed in **ADDENDUM 1**, shall be charged to establishments to whom exemptions have been granted in respect of Leave Pay Fund and Holiday Bonus Fund contributions payable to the Council.

## 12. LEAVE PAY FUND

- 12.1 Every employer shall pay over monthly to the Council, on the specified form, by not later than the 10<sup>th</sup> day of the month following the month to which it relates, in respect of every employee Leave Pay Fund contributions as prescribed in **ADDENDUM 1**.
- 12.2 Guarantees submitted in respect of Leave Pay Fund contributions:
- 12.2.1 Every employer who supplies the Council with an acceptable guarantee for the total of his assessed maximum annual commitments under this clause shall, without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner specified:

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provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time and subject to payment of the Exemption Fee as referred to in clause 11.2.15 above.

- 12.2.2 Every employer shall submit a monthly statement as specified in clause 12.1 above in respect of all his employees. Should the services of any employee be terminated during the month, a statement as prescribed together with the amount due in respect of Leave pay Fund contributions for the period employed between October of the current year and September the following year shall be submitted to the Council. Should the services of no employees be terminated during the month, the Council shall be notified on the specified form.
- 12.2.3 The employer shall submit to the Council not later than 10 November of each year a statement in the form prescribed reflecting all particulars of all employees who are in the employ of the employer as at 30 September who are to be paid by him in terms of this clause.
- 12.2.4 By not later than 23 December of each year, the employer shall submit to the Council a statement as prescribed reflecting the actual monies paid out in respect of the Leave Pay Fund monies to all his employees together with payment of monies not paid out.
- 12.3 Leave Pay Fund monies shall be paid by the employer to his employees between 7 December and 13 December of each year, failing which the employer shall pay a penalty equal to 1 month's interest of 15% per annum to the Council on the amount paid late to his employees.
- 12.4 Leave Pay monies received by the Council shall be paid by the Council to employees whose contracts of employment have been terminated during the course of a contribution year, within 2 months after such termination date.
- 12.5 If an employee receives his Leave Pay Fund monies between the 7<sup>th</sup> and the 13<sup>th</sup> of December and the employee is absent from his workplace immediately after payment has been received with no valid medical certificate, the specific employee will only be entitled to be paid his Leave Pay Fund monies on the last working day of the establishment's next annual closure date.
- 12.6 Leave Pay Fund monies shall be paid to the employee by means of electronic transfer to the employee's bank account or any legal payment method in favour of the employee.

## 12.7 Administration of the Fund

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- 12.7.1 The Leave Pay Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Leave Pay Fund shall form a charge against the Council.
- 12.7.2 All monies paid to the Leave Pay Fund shall be invested as provided for in terms of section 53 (5) of the Act and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund. The Council shall keep a record of each employee in respect of whom payments are made in terms of this clause and the amount paid to the employee.
- 12.7.3 The Leave Pay Fund shall be paid to employees concerned to serve as Leave Pay. Each employee shall be paid Leave Pay monies equal to the amount deposited into the Leave Pay Fund in respect of him during the year ending on the last pay week of September each year.
- 12.7.4 Any employee employed continuously during the year from the first pay week in October of the previous year to the last pay week in September of the current year shall receive Leave Pay monies during December of that year of not less than two weeks' normal wages. Any shortfall shall be paid to the employees by the employer.
- 12.7.5 Leave Pay monies which remains unclaimed for a period of two years from the date on which they become payable shall accrue to the general funds of the Council: Provided that the Council shall be liable for payment from the Council's general funds of any Leave Pay monies due and claimed during a further period of three years after such accrual to the Council's general funds. Should the Council be dissolved within any or either of the periods mentioned herein, such monies shall finally accrue to the general funds of the Council three months after the date of such dissolution. However, if any claim for Leave Pay monies is proved successfully by an applicant while the Council is still in existence, it shall remain obliged to pay that Leave Pay monies.

### 13. HOLIDAY BONUS FUND

- 13.1 Every employer shall pay over monthly to the Council, on the specified form, by not later than the 10<sup>th</sup> day of the month following the month to which it relates, in respect of every employee Holiday Bonus Fund monies as prescribed in **ADDENDUM 1**.
- 13.2 Guarantees submitted in respect of Holiday Bonus Fund:

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- 13.2.1 Every employer who supplies the Council with an acceptable guarantee for the total of his assessed maximum annual commitments under this clause shall, without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner specified: provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time and subject to payment of the Exemption Fee as referred to in clause 11.2.15 above.
- 13.2.2 Every employer shall submit a monthly statement as specified in clause 13.1 above in respect of all his employees. Should the services of any employee be terminated during the month, a statement as prescribed together with the amount due in respect of Holiday Bonus Fund monies for the period employed between October of the current year and September the following year shall be submitted to the Council. Should the services of no employees be terminated during the month, the Council shall be notified on the specified form.
- 13.2.3 The employer shall submit to the Council not later than 10 November of each year a statement in the form prescribed reflecting all particulars of all employees who are in the employ of the employer as at 30 September who are to be paid by him in terms of this clause.
- 13.2.4 By not later than 23 December of each year, the employer shall submit to the Council a statement as prescribed reflecting the actual monies paid out in respect of the Holiday Bonus Fund monies to all his employees together with payment of monies not paid out.
- 13.3 Holiday Bonus Fund monies shall be paid by the employer to his employees between 7 December and 13 December of each year, failing which the employer shall pay a penalty equal to 1 month's interest of 15% per annum to the Council on the amount paid late to his employees.
- 13.4 Holiday Bonus Fund contributions received by the Council shall be paid by the Council to employees whose contracts of employment have been terminated during the course of a contribution year, within 2 months after such termination date.
- 13.5 If an employee receives his Holiday Bonus Fund monies between the 7<sup>th</sup> and the 13<sup>th</sup> of December and the employee is absent from his workplace immediately after payment has been received with no valid medical certificate, the specific employee will only be entitled to be paid his Holiday Bonus Fund monies on the last working day of the establishments next annual closure date.

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13.6 Holiday Bonus Fund monies shall be paid to the employee by means of electronic transfer to the employee's bank account or any legal payment method in favour of the employee.

13.7 **Administration of the Fund**

13.7.1 The Holiday Bonus Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Holiday Bonus Fund shall form a charge against the Council.

13.7.2 All monies paid to the Holiday Bonus Fund shall be invested as provided for in terms of section 53 (5) of the Act and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund. The Council shall keep a record of each employee in respect of whom payments are made in terms of this clause and the amount paid to the employee.

13.7.3 The Holiday Bonus Fund monies shall be paid to employees concerned to serve as a holiday bonus on the following basis: Each employee shall be paid a holiday bonus equal to the amount deposited into the Holiday Bonus Fund in respect of him during the year ending on the last pay week of September each year.

13.7.4 Any employee employed continuously during the year from the first pay week in October of the previous year to the last pay week in September of the current year shall receive Holiday Bonus Fund monies during December of that year calculated in accordance with the formula reflected in **ADDENDUM 1** of the prevailing Collective Agreement.

13.7.5 Holiday Bonus Fund monies which remain unclaimed for a period of two years from the date on which they become payable shall accrue to the general funds of the Council: Provided that the Council shall be liable for payment from the Council's general funds of any Holiday Bonus Fund monies due and claimed during a further period of three years after such accrual to the Council's general funds. Should the Council be dissolved within either of the periods mentioned herein, such monies shall finally accrue to the general funds of the Council three months after the date of such dissolution. However, if any claim for Holiday Bonus Fund monies is proved successfully by an applicant while the Council is still in existence, it shall remain obliged to pay that Holiday Bonus Fund monies.

## 14. REMUNERATION

**14.1 Wages**

No employer shall pay and no employee shall accept wages lower than those prescribed in the Addendums to this Agreement.

**14.2 Set-off of wages**

14.2.1 No employee shall, while in the employ of an employer, give to, and no such employer shall receive from such employee, any gift, bonus, loan guarantee or refund either in cash or in kind which will in effect amount to a set-off of the wages which must in terms of this Agreement be paid to such employee.

14.2.2 No employee shall be required as part of his contract of service to board or lodge with his employer, or at any place nominated by his employer, or to purchase any goods or hire property from his employer.

**14.3 Hourly rates of pay**

All work performed by employees shall be paid for at an hourly rate, which hourly rate shall be determined by dividing the employee's actual weekly wage by 44 or by such lesser hours ordinarily worked by the establishment.

**14.4 Basis of payment**

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at not less than the hourly rates of pay as prescribed for the actual occupation skills level of the operation or operations performed.

**14.5 Employees engaged in more than one occupation skills level**

An employee who is employed during any one day on work for which different hourly rates of pay are prescribed shall be paid for all the hours worked on such day at the higher or highest hourly rate of pay prescribed for such work.

**14.6 Wage payment procedure**

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

14.6.1 The following provisions shall be applicable to the electronic transfer of wages:  
14.6.1.1 Wages shall be deposited into employees' bank accounts on pay day each week.



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

14.6.2 The following provisions shall be applicable to the cash payment of wages: Wages shall be paid to employees on pay day each week. All cash shall be handed to employees in sealed envelopes endorsed with the name and address of the employer and the name of the employee, and shall contain a statement reflecting the amount of money contained therein and how such amount was arrived at.

General Provisions:

14.6.3 The pay day of every establishment shall be on Friday each week. Where Friday is a non-working day, the pay day shall be the last working day preceding that Friday.

14.6.4 No premium for the training of an employee shall be charged or accepted by the employer: Provided that this clause shall not apply to training schemes for which the employer is legally required to contribute.

14.6.5 No wage deductions of any kind shall be made from the amount due to an employee other than for the following:

14.6.5.1 Any deduction for which an employer is legally or by order of any competent court required or permitted to make;

14.6.5.2 with the written consent of the employee, alternative deductions for life insurance, medical schemes or pension funds/provident funds;

14.6.5.3 deductions for contributions or subscriptions of the employees' trade union(s);

14.6.5.4 deductions in terms of this Agreement or any other agreement administered by the Council.

**14.7 Remuneration for overtime and work on a Sunday**

14.7.1 All time worked in excess of the ordinary weekly working hours of the establishment, other than time worked on a Sunday, up to and not exceeding 10 hours per week, shall be regarded as overtime and an employee shall be

paid for such work at a rate of one and a half times his hourly rate for such hours.

14.7.2 For all overtime worked exceeding 10 hours per week and all time worked on a Sunday, an employee shall be remunerated at a rate of double his hourly rate for such hours.

14.7.3 Any time worked on a Sunday may not be used to make up for ordinary time lost.

#### 14.8 **Remuneration for work on public holidays**

Any employee who works on a paid public holiday shall be remunerated for the hours worked on that day at his normal rate of pay in addition to the hours paid for that paid public holiday and shall further be paid an allowance of 33% of his hourly rate of pay for all those hours worked on such a day.

#### 14.9 **Remuneration for time worked in**

An employer may, at its sole discretion, work time in to a maximum of 3 days per year (January to December), in lieu of normal working time that will be lost, owing to the closure of the establishment for religious holidays, or for any other reason. All employees concerned shall be paid their ordinary rates of pay, provided that the time expected to be lost shall be worked in prior to such closure and provided that an establishment's affected employees, were consulted prior to the working in of time. The payment of wages for the time worked in must be made to the employees concerned during the same pay week, when the time was lost.

#### 14.10 **Payment of night shift allowance**

A night shift allowance, which will provide for meal and transport costs, is payable to an employee where the employee is employed between 18:00 and 06:00 at the following rates of pay:

##### 14.10.1 **Employee employed prior to 1 July 2012**

The employer shall pay the employee his ordinary rate of pay, plus a 17.5% night shift allowance.

##### 14.10.2 **Employee employed as from 1 July 2012**

The employer shall pay the employee his ordinary rate of pay, plus a 13% night shift allowance.

#### 14.11 **Set-off against annual wage increases**

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

#### 14.12 **Subsistence allowance**

An employer shall, in addition to any other remuneration due, pay his employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than that prescribed in **ADDENDUM 2** or **ADDENDUM 3** of this Agreement.

## CHAPTER 2

### COUNCIL BENEFIT FUNDS/SCHEMES

#### 1. ESTABLISHMENT AND CONTINUATION OF COUNCIL BENEFIT FUNDS/SCHEMES

The following Funds/Schemes are hereby established and/or continued:

- 1.1 **The Furniture Bargaining Council Provident Fund** (hereinafter referred to as the Provident Fund), established and amalgamated in terms of the Agreements published under Government Notices Nos. R. 44 of 13 January 1961, R. 495 of 24 March 1961 and R. 3043 of 4 January 1991, as amended and extended, is continued and administered in accordance with the Pension Funds Act, 1956 (Act 24 of 1956)(as amended), as well as the prevailing Collective Agreement of the Furniture Bargaining Council.
- 1.2 **The Furniture Bargaining Council Death and Funeral Scheme** (hereinafter referred to as the standard D.F.S.), established in terms of the Agreement published under Government Notice No. R. 1866 of 3 July 1992, as amended and extended, is continued in accordance with the provisions of Chapter 2 and the Labour Relations Act, 1995 (Act 66 of 1995)(as amended).
- 1.3 **The Furniture Bargaining Council Sick Benefit Society** (hereinafter split into two subdivided Funds to wit, Furnmed Sick Benefit Society and NUFAWSA Sick Benefit Society), established and amalgamated in terms of the Agreements published under Government Notices Nos. R. 44 of 13 January 1961, R. 495 of 24 March 1961 and R. 3043 of 4 January 1991, as amended and extended, is continued in accordance with the provisions of Chapter 2 and the labour Relations Act. 1995 (Act 66 of 1995)(as amended)

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and is hereby continued as the following two Sick Benefit Societies herein referred to as the Furnmed Sick Benefit Society and the NUFAWSA Sick Benefit Society. The Parties and Trustees to the Furnmed Sick Benefit Society are FBUMA and CEPPWAWU and the Parties and Trustees to the NUFAWSA Sick Benefit Society are FBUMA and NUFAWSA.

- 1.4 **The Home Ownership Scheme** (hereinafter referred to as the H.O.S.), established in terms of an initial separate agreement between the Parties to the Council in 1994, is herein continued in accordance with the provisions of the National Credit Act, 2005 (Act 34 of 2005)(as amended) as well as the provisions of Chapter 2 of this Collective Agreement.

## 2. OBJECTIVES OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 2.1 The objective of the **Furniture Bargaining Council Provident Fund** (the Provident Fund), is to provide for retirement benefits to participating members of the furniture, bedding and upholstery industry;
- 2.2 The objective of the **Furniture Bargaining Council Death and Funeral Scheme** (standard D.F.S.), is to provide for death and funeral benefits to participating members of the furniture, bedding and upholstery industry, as well as for funeral benefits to the dependants of the main participating members;
- 2.3 The objective of the **Furniture Bargaining Council Sick Benefit Society** (hereinafter split into two subdivided Funds to wit, Furnmed Sick Benefit Society and NUFAWSA Sick Benefit Society), is to provide for prescribed medical benefits to participating members of the furniture, bedding and upholstery industry, as well as for their registered dependants;
- 2.4 Any benefit payable upon the death of a member, shall be subject to the provisions of section 37C of the Pension Funds Act, 1956 (Act 24 of 1956).
- 2.5 It is the objective of the parties to this agreement to apply to the Minister of Employment and Labour to extend the Council benefit funds/schemes to non-parties in terms of the LRA. This will be done in order to make available the same industry benefits to non-parties.

## 3. MEMBERSHIP OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 3.1 Membership of the Council benefit funds/schemes shall be compulsory for all party employees who are employed by party employers and for all non-party employees who are employed by non-party employers when this agreement is extended to non-party

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employees and employers in terms of section 32 of the LRA by the Minister of Employment and Labour.

To obtain membership of the Council benefit funds/schemes, these employees and employers must fall within the registered scope of this Council and this Collective Agreement must prescribe their wages.

Membership of either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society may be obtained by qualifying in terms of the applicable Fund's rules and by electing to become a member. Contributions payable to either of these Funds, if applicable, are as prescribed in **ADDENDUM 1**.

3.2 Membership of the Council's Benefit Funds/Schemes shall:

- 3.2.1 consist of all employees, other than casual employees, in the Industry for whom wages are prescribed in this Collective Agreement; and
- 3.2.2 subject to the approval of the Council, Board of Trustees or Committee(s), be granted to such other persons whom are directly employed in the Industry and who wish to become voluntary members of either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society and in respect of whom their employers have agreed to make the contributions prescribed in **ADDENDUM 1** and subject to the rules of those two individual funds.
- 3.2.3 Membership shall cease when a member leaves the Industry or in the event of death or permanent disability of a member.
- 3.2.4 Special provisions applicable to members who were formerly members of the Transvaal Furniture Workers' Mortality Association and the Transvaal Bedding Workers' Mortality Benefit Association and the former Transvaal Furniture Workers' Burial Society and the Transvaal Workers' Burial Society and who retired from the Industry owing to old age or ill health or who reached the age of 65 years on or before 1 October 1988 shall be entitled to benefits as prescribed in the former Mortality Association and Burial Society Agreements.
- 3.2.5 Membership of the Fund/Scheme shall not cease due to a member or employee attaining the age of 65, or where the inability of the member or employee to work is due to ill health, temporary disability or owing to short time.

3.3 Membership of Furnmed Sick Benefit Society and NUFAWSA Sick Benefit Society:

3.3.1 **Existing membership**

An employee who has been a member of either of the Sick Benefit Societies prior to 1 May 2020, is regarded as an existing member and shall from the first full pay week in May 2020, be paid a prescribed medical allowance per week by the employer and the employee shall pay the weekly contributions to the relevant Society, as prescribed in **ADDENDUM 1**.

**3.3.2 New membership – from 29 June 2022**

Any employee employed by an employer within the registered scope of this Council, for whom wages are prescribed in the Collective Agreement, may apply to become a voluntary member of either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society, subject to the employee qualifying in terms of the applicable fund rules and the employee concerned, paying the prescribed employee only contributions as reflected in **ADDENDUM 1**, to the relevant Society. If successful, the rules of the Fund concerned shall apply to the member.

**3.3.3 Ordinary membership**

Any employee employed by an employer within the registered scope of this Council, for whom wages are prescribed in the Collective Agreement, may apply to become a member of either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society, subject to the employee qualifying and both the employer and employee concerned, paying the prescribed contributions which are applicable to the relevant Society. If successful, the rules of the Fund concerned shall apply to the member.

**3.3.4 Voluntary membership**

Employees who are employed in the Industry for whom wages are not prescribed in this Agreement may be admitted as voluntary members of the Furnmed Sick Benefit Society or NUFAWSA Sick Benefit Society in terms of the relevant Society's rules.

**3.3.5 Continuation membership**

Employees who were existing or voluntary members of the Furnmed Sick Benefit Society or NUFAWSA Sick Benefit Society immediately prior to permanent retirement from the Industry owing to old age (65 years or more) or to permanent disability as substantiated by a medical certificate(s), or dependant widows/widowers of deceased continuation members may be admitted as continuation members of the Furnmed Sick Benefit Society or NUFAWSA Sick Benefit Society depending on the original Society's membership.

**3.3.6 Termination of membership**

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Membership of both the Societies shall terminate within one month of a member leaving the Industry.

**3.3.7 Reserves of the Furnmed Sick Benefit Society and NUFAWSA Sick Benefit Society**

If at any time the reserves of the Furnmed Sick Benefit Society or NUFAWSA Sick Benefit Society drop below the average of one month's contributions, the payment of benefits shall cease and shall not be resumed until the reserves of the Societies exceed the aggregate of two months' contributions.

**3.3.8 Right of recourse**

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

**4. CONTRIBUTIONS AND EXISTING LOAN REPAYMENTS TO THE COUNCIL BENEFIT FUNDS/SCHEMES**

- 4.1 Prescribed contributions for the Provident Fund, the Death and Funeral Scheme, Furnmed Sick Benefit Society and the NUFAWSA Sick Benefit Society, if applicable, shall be deducted weekly from the employee's wages and a prescribed contribution from the employer shall together be paid to the Council or any other prescribed organisation or body, as per the values stipulated in **ADDENDUM 1**.
- 4.2 Existing stipulated loan repayments towards the H.O.S. fund shall be made to the Council in accordance with individual signed loan agreements.

**5. ADMINISTRATION OF THE COUNCIL BENEFIT FUNDS/SCHEMES**

- 5.1 The Council and/or Board of Trustees and/or Committee(s) referred to in this chapter shall have the right to appoint administrators, consultants and/or advisors for their Funds/Schemes.
- 5.2 The Council or Board of Trustees of the Funds/Schemes shall consist of 50% delegates or trustees nominated by the trade union/s concerned and of 50% delegates or trustees nominated by the employers' association/s concerned. Designated alternates may stand in for absent trustees.

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- 5.3 The Funds/Schemes may be administered by the office of the Council or an external administrator partly or in toto in terms of a service level agreement. The provisions of the Council's Constitution relating to the election of a chairman and vice-chairman, their period of office and the calling and conducting of meetings of the Council and the right of alternates to stand in for representatives, shall *mutatis mutandis* apply in the case of a committee.
- 5.4 The Funds/Schemes shall be administered in accordance with rules specified for this purpose either by the Council or by a Board of Trustees with the approval of the Financial Services Conduct Authority where necessary and such rules shall not be inconsistent with the provisions of any Collective Agreement, the Act, or any other law and shall, *inter alia*, specify –
- 5.4.1 the Funds/Schemes benefits and the expected qualifications attached thereto;
  - 5.4.2 the procedure for lodging and payment of claims and/or benefits; or
  - 5.4.3 any other matters which the Council or the Board of Trustees may decide.
- 5.5 The Council shall appoint a General Secretary who may appoint other staff as deemed necessary for the proper administration of the Funds/Schemes.
- 5.6 In the event of an appointed committee being unable to perform its duties for any reason, the Council shall perform the committee's duties and exercise its powers.
- 5.7 Any disputes concerning the interpretation, meaning, application or intention of any of the provisions of this Agreement or concerning the administration of the Funds/Schemes which an appointed committee is unable to settle, shall be referred to the Council or Board of Trustees for a final and binding decision.
- 5.8 No members of the Council or the Board of Trustees or members of the committees, the General Secretary, officers and employees of the Funds/Schemes shall be liable for the debts and liabilities of the Funds/Schemes.
- 5.9 No members of the Council or Board of Trustees or members of the committees, the General Secretary and officers and employees of the Funds/Schemes shall be held responsible for any act which may result in loss to the Funds, where such act was done in good faith, and they are hereby indemnified by the Funds/Schemes against all losses and expenses incurred by them in or about the bona fide discharge of their duties.
- 5.10 No members of the Council or Board of Trustees or members of the committees, the General Secretary and officers and employees of the Funds/Schemes shall be held responsible for any contributions deducted and any contributions due and payable by any employer not paid over to the Funds/Schemes upon sequestration or liquidation of such establishment or employer's estate or at all.

- 5.11 All expenses incurred in connection with the administration of the Funds/Schemes concerned shall be charged against the Funds/Schemes and/or recovered by way of administration fees.

## 6. OPERATION OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 6.1 The Funds/Schemes shall consist of –
- 6.1.1 all the Fund/Schemes contributions;
  - 6.1.2 all interest derived from the investment of any monies or assets of the various Funds and Schemes; and
  - 6.1.3 all other monies to which the Funds/Schemes may become entitled.
- 6.2 All monies accruing to the Funds/Schemes shall be deposited to the credit of the particular Funds/Schemes in a separate account with a registered bank within three working days after receipt thereof.
- 6.3 The monies of the Funds/Schemes shall be used for payment of benefits, administration costs and expenditures in accordance with the rules of the various Funds/Schemes.
- 6.4 When benefits or loans granted become payable, the amount due from the Funds/Schemes shall be paid to beneficiaries or successful applicants by means of electronic transfer to the employee's bank account or any other legal payment method in favour of the employee.
- 6.5 All payments from the Funds/Schemes shall be approved by three persons duly authorised by the Council or the Board of Trustees.
- 6.6 Any monies not required to meet current payment of benefits, administration costs and expenditures shall be invested only in terms of section 53(5) of the Act.

## 7. AUDITING OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 7.1 Auditors as defined in the Act shall be appointed by the Council or the Board of Trustees and shall audit the accounts of the Funds/Schemes at least annually. The auditors shall, by not later than 30 June of each year and within six months after the end of each financial year, prepare financial statements.
- 7.2 The financial statements shall be prepared and audited to the standards of generally accepted accounting practice, principles and procedures and prepared to represent the fair presentation of financial records in accordance with international financial reporting standards and shall comprise of:
- the books and records of the Council's income, expenditure, assets and liabilities;
  - the statement of income and expenditure and a balance sheet;

the statement of the financial position as at the financial year end;  
the statement of surplus or deficit and other comprehensive income;  
the statement of changes in equity;  
the statement of cash flow for the financial year;  
the summary of significant financial policies and other explanatory financial notes; and  
the fair reflection that the Furniture Bargaining Council has complied with those provisions of its Constitution, relating to financial matters.

- 7.3 The audited financial statements of the Funds/Schemes shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and countersigned by the Chairman of the Council or the Board of Trustees, together with any report made by the auditor thereon, shall be lodged with the Registrar of Labour Relations and/or the Financial Services Conduct Authority as the case may be, no later than by the end of June every year, following the period covered by such financial statements.
- 7.4 In the event of any Council Funds/Schemes being administered by an outsourced administrator other than the Council's office either whole or in part, as a result of a decision by the Council, Board of Trustees, or Committee(s), such administrator shall be obliged to comply with clause 7.3 above and *inter alia* submit the Funds'/Schemes' audited financial statements to the Council, on or before the end of June every year, following the period covered by such financial statements.

## 8. EXPIRY OF THE COLLECTIVE AGREEMENT

- 8.1 Upon the expiry of this Collective Agreement or any extension thereof, the Council or trustees in office at the time, or the trustee or trustees appointed by the Registrar of Labour Relations or the Financial Services Conduct Authority as the case may be, shall continue to administer the Funds/Schemes for a period of at least two years in order to pay out benefits due to the beneficiaries and, subject to the approval of the Registrar of Labour Relations or the Financial Services Conduct Authority as the case may be. Any money standing to the credit of the Funds/Schemes, after the said period of at least two years shall remain in the various relevant funds, until liquidation thereof.
- 8.2 If upon expiry of the said period of at least two years, the affairs of the Council and/or the Funds/Schemes have already been wound up and its assets distributed, the balance of the funds shall be distributed and liquidated in terms of the rules of the various Fund/Schemes, the provisions of the council's Constitution, the council's last collective agreements and any applicable legislation at the time.

## 9. LIQUIDATION OF THE COUNCIL BENEFIT FUNDS/SCHEMES

- 9.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Funds/Schemes within two years from the expiry of this Agreement or any extension thereof, the Funds/Schemes shall be liquidated and distributed in terms of the rules of the various Funds/Schemes, the provisions of the council's Constitution, the council's last collective agreements and any applicable legislation at the time.
- 9.2 In the event of the Council in office at the time being unable to administer and/or liquidate any of the Funds/Schemes in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration of the Funds/Schemes impracticable or undesirable in the opinion of the Registrar of Labour Relations or the Financial Services Board as the case may be, the latter may appoint a trustee or trustees to carry out the duties of the Council or the Board of Trustees and such trustee or trustees shall possess all the powers of the Council or the Board of Trustees for such purposes.
- 9.3 In the event of the dissolution of the Council or the Board of Trustees or in the event of them ceasing to function during any period in which this Agreement is binding in terms of the Act, the Funds/Schemes shall continue to be administered by the office of the Council at the time.
- 9.4 Subject to the provisions of clauses 9.1 and 9.2 hereof, upon the expiry of the Agreement, the Funds/Schemes shall be liquidated in terms of clause 8 and/or 9 of this Chapter by the Council or Board of Trustees in office at the time or the trustee or trustees appointed by the Registrar of Labour Relations or the Financial Services Conduct Authority as the case may be.

## 10. BENEFITS INALIENABLE

- 10.1 The benefits provided for by the Funds/Schemes referred to in this chapter shall not be transferable and any member who attempts to assign, transfer, pledge or hypothecate his rights may forthwith cease to be entitled to any benefits whatsoever, and membership of the Funds/Schemes in respect of members and their dependants may be terminated by the Council or Board of Trustees: Provided that a member's Provident Fund benefits may, with the approval of the Board of Trustees and the Financial Services Conduct Authority as the case may be, be transferred to another registered, recognised provident/pension fund.

- 10.2 No benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated. No contributions made by a member or on his behalf shall be liable to be attached or be subject to any form of execution under a judgement or order of a court of law except in terms of section 37D of the Pension Funds Act, 1956 (Act 24 of 1956)(as amended).

#### 11. WITHHOLDING OF BENEFITS

The Council and/or Board of Trustees and/or Committee(s) may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion, have acted in a manner calculated to or reasonably likely to harm the interests of the Funds/Schemes or their members: Provided that such members shall be given the opportunity of submitting an appeal to an independent body against the decision of the Council or the Board of Trustees or Committee(s), whose decision shall be final and binding.

#### 12. PAYMENT OF FEES, LEVIES AND CONTRIBUTIONS

- 12.1 Every employer shall forward monthly the payments for fees, levies and contributions prescribed in **ADDENDUM 1** to this Agreement and elsewhere in the Agreement, together with return(s) in the manner specified by the Council from time to time, to reach the Council by not later than the 10<sup>th</sup> day of the month following the month during which the employee's deductions were required to be made. Interest on late payment will be charged at a rate of 15% per annum. The return(s) shall be certified by the employer or his authorised representative as being true and correct.
- 12.2 If, in any particular month, no employees are employed and the employer is not a working employer, a NIL return, duly signed by the employer or his authorised representative, shall be submitted to the Council.
- 12.3 In the event that the establishment of its own accord elects to amend or replace a particular monthly return or when such establishment is so requested by the Council, such amendment or replacement return shall reach the Council by not later than the last day of the month in which such return was originally required to be submitted.
- 12.4 In the event that an employer or an establishment omits, fails or neglects to submit to the Council the required monthly returns and/or omits, fails or neglects to timeously deduct and pay over to the Council any due fees, levies and/or contributions, without previously formally being exempted by the Council in this regard, or without previously having supplied the Council with a prescribed and up-to-date acceptable

guarantee, such employer or establishment shall be held liable to the full extent of the prevailing Collective Agreement.

### 13. AMENDMENT TO THE RULES

The Council or Board of Trustees with the approval of the Financial Services Conduct Authority shall have the power to prescribe, alter and amend the Funds'/Schemes' rules and to make, amend and alter the rules governing the administration of the funds. Such rules or any amendments thereof shall not be inconsistent with the provisions of any collective agreement entered into between the parties or the provisions of any legislation. A copy of the rules and any amendments thereof shall be transmitted to the Registrar of Labour Relations and/or the Financial Services Conduct Authority as the case may be.

## CHAPTER 3

### NEGOTIATING PROCEDURES AND DISPUTE SETTLEMENT PROCEDURES

#### 1. Preamble

The procedures set out in this Agreement shall be adopted to deal with all disputes arising within the Council's scope.

#### 2. Procedure for the negotiation of collective agreements

- 2.1 Any party of the Bargaining Council may introduce proposals for the conclusion or amendment of a collective agreement in the Bargaining Council.
- 2.2 The proposals must be submitted at least 2 months prior to the effective date of the amendments concerned. The proposals must be submitted to the General Secretary in writing and must identify the other parties to the proposed agreement.
- 2.3 Within seven days of submission of the proposals, the General Secretary must serve copies of the proposals on the other parties to the council.
- 2.4 Within 21 days of submission of the proposals or at any other time that all the parties agree to, the General Secretary must call a special meeting of the executive committee to consider the proposals and to decide on a process for negotiating the proposals, including-
  - 2.4.1 the introduction of counter-proposals;

- 2.4.2 whether the negotiations should be concluded by the Bargaining Council, the executive committee or any other committee appointed by the Bargaining Council;
  - 2.4.3 the possible appointment of a mediator to facilitate the negotiations; and
  - 2.4.4 the timetable for the negotiations.
- 2.5 If no negotiation process is agreed upon-
- 2.5.1 the General Secretary must appoint a mediator to facilitate negotiations if it was so agreed upon and to conclude a collective agreement;
  - 2.5.2 the Bargaining Council must meet at least twice within 30 days of the meeting to negotiate on the proposals and any counter proposals, unless a collective agreement has been concluded;
  - 2.5.3 the mediator must facilitate the negotiations at those meetings and facilitate the negotiations for the conclusion of a collective agreement, unless otherwise agreed to by the parties.
- 2.6 If no collective agreement is concluded in the course of this process or the procedure contemplated in this clause-
- 2.6.1 any of the parties or both the parties to the Bargaining Council may-
    - 2.6.1.1 refer a dispute to arbitration as contemplated in clause 3 of this Chapter; or
    - 2.6.1.2 resort to a strike or a lock-out that conforms with the provisions of the Act; or
  - 2.6.2 any party to the dispute whose members are engaged in essential services may request that the dispute in respect of the employers and the employees engaged in those services be resolved through arbitration as contemplated in clause 3 of this Chapter.
- 2.7 In the circumstances contemplated in sub-clause 2.6.1.1, the General Secretary must appoint any independent arbitrator, including any panellist, to arbitrate the dispute.
- 2.8 If the parties to a dispute disagree on an arbitrator for their dispute, the General Secretary shall appoint any other arbitrator to arbitrate the dispute referred to the General Secretary in terms of this Council's Collective Agreement.
- 2.9 During a strike or lock-out as contemplated in sub-clause 2.6.1.2, the parties to the dispute must attend every meeting convened by a conciliator, mediator and/or arbitrator to resolve the dispute.
- 2.10 If any party to the dispute fails to attend without any good cause shown, the members of that party-
- 2.10.1 if they participate in a strike, will forfeit the protection they would have enjoyed in terms of the Act;



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2.10.2 if they are engaged in a lock-out, will forfeit the protection they would have enjoyed in terms of the Act.

**3. Disputes between parties to the bargaining council**

Any dispute arising between the parties to the Bargaining Council other than disputes referred to in clauses 2 and 4 of Chapter 3, shall be subject to arbitration and shall be dealt with as follows:

- 3.1 The party or parties who claim that a dispute exists must refer the dispute in writing to the General Secretary of the Bargaining Council within 30 calendar days from the date the dispute arose.
- 3.2 The written referral must reflect the following information:
  - 3.2.1 the details of the party or parties referring the dispute;
  - 3.2.2 the details of the party or parties with whom the referring party is in dispute;
  - 3.2.3 the nature of the dispute;
  - 3.2.4 the date the dispute arose;
  - 3.2.5 the outcome the referring party requires.
- 3.3 The referral must reach the General Secretary of the Bargaining Council together with proof from the party or parties who refer the dispute satisfying the General Secretary that a copy of the referral has been served on all other parties to the dispute.
- 3.4 The General Secretary shall appoint an independent arbitrator, which may include a panellist, within 14 calendar days of receiving the written referral and proof that a copy of the referral has been served on all other parties to the dispute.
- 3.5 The arbitrator may conciliate and/or arbitrate the dispute in terms of the Act as if it were one of those disputes referred to in the Act and must hand down either a settlement in the case of a conciliation or a ruling in the case of an arbitration, within seven calendar days of the conciliation or arbitration been finalised.
- 3.6 The settlement or ruling as referred to in clause 3.10 above shall be final and binding on the parties to the dispute.
- 3.7 The total cost to the above-mentioned process shall be paid by the Council's General Fund.
- 3.8 The process as described in this clause may be deviated from only if a future collective agreement determines a different process or by agreement between the parties to the dispute.

#### 4. All other disputes

- 4.1 All other disputes excluding the disputes referred to in clauses 2 and 3 above, must be referred to this Bargaining Council and shall be subjected to conciliation and/or arbitration and shall be dealt with in terms of the Act and the prevailing rules of the CCMA, on condition that such disputes fall within the scope of this Bargaining Council. Such disputes shall be dealt with as follows:
- 4.1.1 The party or parties who claim that a dispute exists must refer the dispute in writing to the Bargaining Council in accordance with the provisions of the Act and the rules of the CCMA.
- 4.1.2 The party referring the dispute must complete the referral on the prescribed referral form of the Bargaining Council.
- 4.2 The referral must reach the Bargaining Council together with proof from the party or parties who refer the dispute satisfying the Bargaining Council that a copy of the referral has been served on all other parties to the dispute.
- 4.3 The General Secretary or any delegated official shall refer the dispute to a member of the Council's panel of conciliators and/or arbitrators after receiving the written referral and proof that a copy of the referral has been served on all other parties to the dispute.
- 4.4 The arbitrator may conciliate and/or arbitrate the dispute in terms of the Act and the rules of the CCMA and must attempt to hand down either a settlement in the case of a conciliation or a ruling in the case of an arbitration.
- 4.5 A Council panellist may be appointed to both the conciliation and arbitration panels and a panellist shall be eligible for reappointment if the Council so wish, unless he or she has indicated otherwise in writing to the General Secretary.
- 4.6 A fund shall be established by the Bargaining Council to meet the expenses incurred during this dispute resolution process.
- 4.7 The fund referred to above may be funded by-
- 4.7.1 Regularly applying for subsidies to the governing body of the CCMA as prescribed;
- 4.7.2 the Council charging fees for performing any of these functions for which it is accredited and which functions it is allowed to perform in terms of the Act;
- 4.7.3 instituting a dispute resolution levy which will be payable by the employers and employees in the Industry.
- 4.8 All expenses incurred through the dispute resolution process shall be paid by the fund referred to in clause 4.6.

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- 4.9 The provisions of clause 4 of Chapter 2 of this Agreement regarding financial control of funds shall apply to this fund.

## 5. General

- 5.1 Functions to be performed by the Council in terms of this Agreement shall be performed by the General Secretary. The General Secretary may delegate any of his functions and responsibilities.
- 5.2 Expenses incurred through conciliation and/or arbitration proceedings may be charged in any manner, but at a reasonable rate to be determined by the Council. A commissioner who presides in any conciliation or arbitration proceedings at this Council is hereby empowered to impose any fee, fine or penalty allowed or prescribed either by the Act, the CCMA rules or as such commissioner may reasonably deem fit.
- 5.3 The Council shall establish and maintain panels of arbitrators and conciliators to carry out the arbitration and conciliation functions in terms of this Agreement. The Council may at any stage decide to remove a person from a panel for whatever reason it considers appropriate including, but not limited to, incapacity or misconduct. Any other independent accredited conciliator or arbitrator may be used if good cause can be shown.
- 5.4 Any notice or service required in terms of this Agreement may be given by telefax, hand delivery, registered post, telegram or telex.
- 5.5 The Council may be a party to a dispute which is processed in terms of this Agreement.
- 5.6 Expressions and phrases in this Collective Agreement, unless the context otherwise indicates, have the same meaning as those defined in the Labour Relations Act, 1995.
- 5.7 ***Referral of disputes***  
All disputes which may be referred to a bargaining council in terms of the Act, and which fall within this Council's registered scope, shall be referred to this Council in accordance with the Act and the rules of the CCMA.
- 5.8 ***Lodging of complaints***  
All complaints with regard to the non-compliance of this Agreement shall be lodged with this Council. The Council shall investigate all such complaints and may take whatever steps it deems necessary to resolve such complaints. In this regard, without limiting the powers of the Council or the powers of

agents/designated agents of the Council, the powers specifically reflected in Sections 33 and 33A of the Act shall be utilised to resolve such complaints in the most amicable way. This may include the conciliation and/or arbitration procedures in terms of the Act and the rules of the CCMA.

**5.9 Compliance orders**

Without limiting the powers of the Council, the Council may issue compliance orders, which call upon an establishment, a person or party to act in accordance with or comply in a specific manner and within a specific time period with the provisions of this Collective Agreement.

**5.10 Appointment of an independent agency**

In the event of an accredited agency being appointed as contemplated in clause 5.3 above to conciliate or arbitrate any of the disputes of the Council for whatever reason, such disputes shall nevertheless be conducted in accordance with this Agreement.

**5.11 Recovery of collection commission**

In the event of the Council appointing attorneys and/or agents in relation to the enforcement and collection of any fees, levies and contributions owing to the Council in terms of this agreement then, over and above any amounts due to the Council, the party liable for such amounts will also be liable for any commissions and other expenses payable by the Council relating to the recovery of such fees, levies and contributions.

## CHAPTER 4

### OCCUPATION SKILLS LEVELS - FURNITURE, BEDDING AND UPHOLSTERY SECTOR

**1. General worker**

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

***Nature of work performed:***

All types of manual labour of a repetitive nature.

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***Some job titles:***

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

**2. Semi-skilled employee**

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

Employees work under direct supervision.

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

***Nature of work performed:***

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

***Some job titles:***

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

**Forklift Driver – Re-certification**

The employer shall pay for the required re-certification of forklift drivers provided that the employee attends the required process / activities.

**3. Skilled employee**

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

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

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

**Qualifications and nature of work performed:**

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

**4. Chargehand**

Employees at this level will have a broad knowledge of the discipline that they supervise. They may be working chargehands or supervisory chargehands. They must be competent and trained in people management skills and will be responsible for outputs in the section within acceptable parameters. These employees will be supervisors of only general workers.

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

**5. Foreman/Supervisor**

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

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

**ADDENDUM 1****FEES, LEVIES AND CONTRIBUTIONS PAYABLE TO THE COUNCIL****1. LEAVE PAY FUND CONTRIBUTIONS**

1.1 Leave Pay Fund contributions shall only be payable by the employer to the Council and are calculated at a rate of 6.25% of the ordinary hours worked by the employee and on the hours which would ordinarily have been worked by the employee on:

- 1.1.1 paid public holidays;
- 1.1.2 paid trade union representative leave days;
- 1.1.3 paid sick leave days;
- 1.1.4 paid family responsibility leave days; and

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1.1.5 paid study leave days.

- 1.2 The amount payable for working employers shall be at a rate of 6.25% of a foreman's prescribed minimum hourly rate of pay.
- 1.3 No Leave Pay Fund contributions are payable on wages which are payable for overtime wages, hours worked on a Sunday and allowances.
- 1.4 Leave Pay Fund contributions for employees on short time will be calculated as 1 hour leave for every 17 hours worked, provided that no employee will receive less than 14 days paid leave per leave cycle.

## 2. HOLIDAY BONUS FUND CONTRIBUTIONS

- 2.1 Holiday Bonus Fund contributions shall only be payable by the employer to the Council and are calculated at the prescribed rates when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
  - 2.1.1 paid public holidays;
  - 2.1.2 trade union representative leave days;
  - 2.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
  - 2.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 2.2 The Holiday Bonus Fund contributions payable to the Council shall be determined as follows:
  - 2.2.1 8.75% of the employee's ordinary weekly wages, if the employee has lost 20 minutes or less of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.
  - 2.2.2 5% of the employee's ordinary weekly wages, if the employee has lost between 21 minutes and 60 minutes of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.
  - 2.2.3 0% of the employee's ordinary weekly wages, if the employee has lost more than 60 minutes of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.
  - 2.2.4 8.75% of a foreman's weekly rate of pay for working employers.
  - 2.2.5 No Holiday Bonus Fund contributions are payable on wages which are

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payable for overtime wages, hours worked on a Sunday, allowances and on wages which are payable for study leave days.

- 2.2.6 An employee shall be entitled to Holiday Bonus Fund contributions at the prescribed rate for a full day if he has reported to his place of work when required to be present by the employer, on any day when that establishment is working **short time**.

### 3. PROVIDENT FUND CONTRIBUTIONS

- 3.1 Provident Fund contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of the hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

- 3.1.1 paid public holidays;
- 3.1.2 trade union representative leave days;
- 3.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 3.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

- 3.2 The Provident Fund contributions payable to the Council shall be calculated on a sliding scale per wage band for all Occupation Skills Levels, as follows:

- |                                       |                             |
|---------------------------------------|-----------------------------|
| 3.2.1 Wages from:                     | 5% of normal weekly wages   |
| May 2023 – R0 to R1 284-00 p/w        | from the employee per week, |
| May 2024 – R0 to R1 361-00 p/w        | calculated on the           |
| May 2025 – R0 to R1 443-00 p/w        | establishment's normal      |
|                                       | ordinary hours of work per  |
|                                       | week plus an equal amount   |
|                                       | from the employer.          |
| 3.2.2 Wages from:                     | 5.2% of normal weekly       |
| May 2023 – above R1 284 to R1 605 p/w | wages from the employee     |
| May 2024 – above R1 361 to R1 701 p/w | per week, calculated on the |



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May 2025 – above R1 443 to R1 803 p/w	establishment's normal ordinary hours of work per week plus an equal amount from the employer.
3.2.3 Wages from:	5.35% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary hours of work per week plus an equal amount from the employer.
May 2023 – above R1 605 to R2 140 p/w	
May 2024 – above R1 701 to R2 268 p/w	
May 2025 – above R1 803 to R2 404 p/w	
3.2.4 Wages from:	5.5% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary hours of work per week plus an equal amount from the employer.
May 2023 – above R2 140 p/w	
May 2024 – above R2 268 p/w	
May 2025 – above R2 404 p/w	
3.2.5 Working employers:	11% of a foreman's prescribed weekly wage.

#### 4. SICK BENEFIT SOCIETIES

The current status quo for existing employee Sick Benefit Society employee contributions will apply unless it is decided differently at the respective Sick Benefit Societies. The following Sick Benefit Society contributions are payable:

##### 4.1 FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS (for all areas excluding the Free State Province)

4.1.1 Furnmed Sick Benefit Society contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

- 4.1.1.1 paid public holidays;
- 4.1.1.2 trade union representative leave days;
- 4.1.1.3 the first 3 days per annum of paid sick leave days on condition

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that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

- 4.1.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 4.1.2 Member: R57-50 per week payable by the employee and R30-50 per week per employee, payable by the employer as a medical allowance.
- 4.1.3 Adult dependants: R45-00 per week payable, per adult dependant, payable by the employee only.
- 4.1.4 Minor dependants: R45-00 per week, per minor dependant, payable by the employee only.
- 4.1.5 Extraordinary dependants: R103-00 per week, per extraordinary dependant, payable by the employee only.

#### 4.2 FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS (for the Free State Province ONLY)

- 4.2.1 Furnmed Sick Benefit Society contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 4.2.1.1 paid public holidays;
- 4.2.1.2 trade union representative leave days;
- 4.2.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 4.2.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner,

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employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

- 4.2.2 Member: R40-00 per week payable by the employee and R30-50 per week per employee, payable by the employer as a medical allowance.
- 4.2.3 Adult dependants: R45-00 per week payable, per adult dependant, payable by the employee only.
- 4.2.4 Minor dependants: R45-00 per week, per minor dependant, payable by the employee only.
- 4.2.5 Extraordinary dependants: R96-00 per week, per extraordinary dependant, payable by the employee only.
- 4.3 NUFAWSA SICK BENEFIT SOCIETY (for all areas excluding the Free State Province)**
- 4.3.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 4.3.1.1 paid public holidays;
- 4.3.1.2 trade union representative leave days;
- 4.3.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 4.3.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 4.3.2 Member plus 1 to 3 dependants: R62-50 per week payable by the

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- employee and R30-50 per week per employee payable by the employer as a medical allowance.
- 4.3.3 4<sup>th</sup> and more dependants: R12-50 per week, per dependant, payable by the employee only.
- 4.3.4 Extraordinary dependants: R92-00 per week, per extraordinary dependant, payable by the employee only.
- 4.4 NUFAWSA SICK BENEFIT SOCIETY (for the Free State Province ONLY)**
- 4.4.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 4.4.1.1 paid public holidays;
- 4.4.1.2 trade union representative leave days;
- 4.4.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 4.4.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 4.4.2 Member plus 1 to 3 dependants: R17-50 per week payable by the employee and R30-50 per week per employee payable by the employer as a medical allowance.
- 4.4.3 4<sup>th</sup> and more dependants: R12-50 per week, per dependant, payable by the employee only.
- 4.4.4 Extraordinary dependants: R92-00 per week, per extraordinary dependant, payable by the employee only.

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**4.5 FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS (for all areas excluding the Free State Province)**

4.5.1 Furnmed Sick Benefit Society contributions shall be payable to the Council at the prescribed rates by the employee only when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

4.5.1.1 paid public holidays;

4.5.1.2 trade union representative leave days;

4.5.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

4.5.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

4.5.2 Member: R88-00 per week payable by the employee only.

4.5.3 Adult dependants: R45-00 per week payable, per adult dependant, payable by the employee only.

4.5.4 Minor dependants: R45-00 per week, per minor dependant, payable by the employee only.

4.5.5 Extraordinary dependants: R103-00 per week, per extraordinary dependant, payable by the employee only.

**4.6 FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS (for the Free State Province ONLY)**

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4.6.1 Furnmed Sick Benefit Society contributions shall be payable to the Council at the prescribed rates by the employee only when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

4.6.1.1 paid public holidays;

4.6.1.2 trade union representative leave days;

4.6.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

4.6.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

4.6.2 Member	R70-50 per week payable by the employee only.
4.6.3 Adult dependants:	R45-00 per week payable, per adult dependant, payable by the employee only.
4.6.4 Minor dependants:	R45-00 per week, per minor dependant, payable by the employee only.
4.6.5 Extraordinary dependants:	R96-00 per week, per extraordinary dependant, payable by the employee only.

#### 4.7 NUFAWSA SICK BENEFIT SOCIETY (for all areas excluding the Free State Province)

4.7.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator at the prescribed rates by the employee only when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation

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must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

4.7.1.1 paid public holidays;

4.7.1.2 trade union representative leave days;

4.7.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

4.7.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

4.7.2 Member plus 1 to 3 dependants: R93-00 per week payable by the employee only

4.7.3 4<sup>th</sup> and more dependants: R12-50 per week, per dependant, payable by the employee only.

4.7.4 Extraordinary dependants: R92-00 per week, per extraordinary dependant, payable by the employee only.

#### 4.8 NUFAWSA SICK BENEFIT SOCIETY (FOR the Free State Province ONLY)

4.8.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator at the prescribed rates by the employee only when more than **20 hours'** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

4.8.1.1 paid public holidays;

4.8.1.2 trade union representative leave days;

4.8.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday;

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and

4.8.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

- 4.8.2 Member plus 1 to 3 dependants: R48-00 per week payable by the employee only.
- 4.8.3 4<sup>th</sup> and more dependants: R12-50 per week, per dependant, payable by the employee only.
- 4.8.4 Extraordinary dependants: R92-50 per week, per extraordinary dependant, payable by the employee only.

**5. DEATH AND FUNERAL SCHEME (D.F.S.) CONTRIBUTIONS AND PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED EMPLOYEE CONCESSION**

5.1. **YEAR ONE to YEAR THREE:** These **D.F.S. contributions** are exclusively applicable to newly employed employees from year one to year three of employment and shall be payable to the Council at the prescribed rates by the employer only when more than **1 hour or more** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

- 5.1.1 paid public holidays;
- 5.1.2 trade union representative leave days;
- 5.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 5.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.



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5.2 The **D.F.S. contributions** for employees employed under the **Newly Employed Employee Concession (NEEC)** payable to the Council shall amount to the following:

- 5.2.1 **YEAR ONE to YEAR THREE** of employment R7-40 per week per employee, payable by the employer ONLY.
- 5.2.2 **YEAR FOUR** of employment and onwards R9-50 per week payable by the employee and R9-50 per week payable by the employer (refer to clause 6.3).

5.3 **Provident Fund contributions** for employees employed under the **Newly Employed Employee Concession (NEEC)** payable to the Council shall amount to the following:

- 5.3.1 **YEAR ONE** of employment  
*ALL employees* 4% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary hours of work per week, plus an equal amount per week from the employer.
- 5.3.2 **YEAR TWO** of employment  
*ALL employees* 4% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary hours of work per week, plus an equal amount per week from the employer.
- 5.3.3 **YEAR THREE** of employment  
*ALL employees* 4% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary hours of work per week, plus an equal amount per week from the employer.

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## 5.3.4 YEAR FOUR of employment

*ALL employees*

Provident Fund contributions shall be calculated on a sliding scale per wage band for all Occupation Skills Levels. Refer to clause 3 of **ADDENDUM 1.**

6. **STANDARD DEATH AND FUNERAL SCHEME (STANDARD D.F.S.) CONTRIBUTIONS**

- 6.1 Standard Death and Funeral Scheme (D.F.S.) contributions shall be payable to the Council at the prescribed rates by the employer and employee when **1 hour or more** wages per week are payable to an employee. To determine the number of the hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 6.1.1 paid public holidays;
  - 6.1.2 trade union representative leave days;
  - 6.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
  - 6.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 6.2 The abovementioned contributions shall provide for death and funeral benefits for Industry employees, by means of an insurance premium, if applicable, and the D.F.S. administration costs.
- 6.3 The **Standard D.F.S. contributions** payable to the Council shall amount to the following:  
R9-50 per employee per week as well as an amount of R9-50 per week per employee payable by the employer.

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## 7. DEATH AND FUNERAL SCHEME (D.F.S.) CONTRIBUTIONS IN RESPECT OF THE NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

7.1 Death and Funeral Scheme (D.F.S.) contributions shall be payable to the Council at the prescribed rates by the employer and employee when **1 hour or more** wages per week are payable to an employee. To determine the number of the hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

7.1.1 paid public holidays;

7.1.2 trade union representative leave days;

7.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

7.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

7.2 The **D.F.S. contributions** for employees employed under the **Newly Established Small Employer Concession (NESEC)**, payable to the Council, shall amount to the following:

<b>PHASE ONE and PHASE TWO</b>	<b>R7-40</b> per week per employee, payable by the employer <b>ONLY</b> .
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## 8. REGISTRATION FEE

Every employer who registers with this Council shall pay the following applicable registration fee, per establishment upon registration:

0 employees R500-00

1 – 10 employees R600-00

11+ employees R700-00

## 9. COUNCIL LEVIES

9.1 Council levies shall be payable to the Council at the prescribed rates by the employer and employee when more than **1 hour or more** wages per week are

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payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

- 9.1.1 paid public holidays;
- 9.1.2 trade union representative leave days;
- 9.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 9.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

9.2 The Council levies payable to the Council shall amount to:

**9.2.1 From the first full pay week of May 2023**

R14-95 per week per employee payable by the employer and R14-95 per week payable by the employee.

**9.2.2 From the first full pay week of May 2024**

R15-45 per week per employee payable by the employer and R15-45 per week payable by the employee.

**9.2.3 From the first full pay week of May 2025**

R15-95 per week per employee payable by the employer and R15-95 per week payable by the employee.

## 10. DISPUTE RESOLUTION LEVY

10.1 Dispute Resolution levies shall be payable to the Council at the prescribed rates by the employer and employee when **1 hour or more** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

- 10.1.1 paid public holidays;
- 10.1.2 trade union representative leave days;
- 10.1.3 the first 3 days per annum of paid sick leave days on condition that an

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acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

- 10.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

- 10.2 The Dispute Resolution levies payable to the Council shall amount to **R1-75** per employee per week payable by the employer and **R1-75** per week payable by the employee.

## 11. EXEMPTION FEE

An Exemption Fee, as referred to in clause 11 of Chapter 1, shall be charged to establishments to whom exemptions have been granted in respect of Leave Pay Fund and Holiday Bonus Fund contributions payable to the Council.

The Exemption Fee payable to the Council shall amount to:  
**R4-50** per week per employee payable by the employer ONLY.

## ADDENDUM 2

### PRESCRIBED ACROSS THE BOARD INCREASES OF ACTUAL HOURLY RATES OF PAY, MINIMUM HOURLY RATES OF PAY AND SUBSISTENCE ALLOWANCE *(for all areas excluding the Free State Province)*

1. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in **MAY 2023** *(for all areas excluding the Free State Province)*:

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in <b>MAY 2023</b> – <i>(for all areas excluding the Free State</i>
			<i>Province)</i>

			<i>Province)</i>
<b>Furniture, Bedding and Upholstery</b>	<b>General worker</b>	05	7% increase of actual hourly rate of pay, subject to the offset in clause 1.2 and subject to clause 1.3 below.
	<b>Semi-skilled employee</b>	04	7% increase of actual hourly rate of pay, subject to clause 1.3 below.
	<b>Skilled employee</b>	03	7% increase of actual hourly rate of pay, subject to clause 1.3 below.
	<b>Chargehand</b>	02	7% increase of actual hourly rate of pay, subject to clause 1.3 below.
	<b>Foreman/Supervisor</b>	01	7% increase of actual hourly rate of pay, subject to clause 1.3 below.

- 1.1 In the event that employees who received the across the board wage increases still receive hourly rates of pay less than the minimum hourly rates of pay of their respective occupation skills levels, these employees must receive an additional adjustment of their hourly rates of pay to be at least that of the minimum prescribed hourly rate of pay for the applicable occupation skills level.
- 1.2 **General Workers:** The across the board increase from the first full pay week in May 2023 to be offset against the national minimum wage increases when implemented, earlier in 2023, for such general workers.
- 1.3 **Increase Threshold**
- 1.3.1 A wage threshold of 40% above any minimum prescribed hourly rate of pay is implemented as from the first full pay week in May 2023, provided that the employee who is already earning a wage above the threshold will only receive the across the board increase minus 1.5%.
- 1.3.2 In the event that an employee earns above the threshold if the full across the board increase is to be awarded, such employee may not be awarded the full across the board increase, but shall receive an increase up to the threshold or the across the board increase minus 1.5%, whichever is the greater.

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2. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 (for all areas excluding the Free State Province):

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 (for all areas excluding the Free State Province)
Furniture, Bedding Upholstery	General worker	05	As per the national minimum wage rate increase
	Semi-skilled employee	04	R27-83 per hour
	Skilled employee	03	R28-91 per hour
	Chargehand	02	R31-19 per hour
	Foreman/Supervisor	01	R31-19 per hour

2.1. In the event that the Government implements any amendments to the national minimum hourly rate of pay and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.

3. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (for all areas excluding the Free State Province):

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024– (for all areas excluding the Free State Province)
Furniture, Bedding and Upholstery	General worker	05	6% increase of actual hourly rate of pay, subject to the offset in clause 3.2 and subject to clause 3.3 below.
	Semi-skilled employee	04	6%

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			increase of actual hourly rate of pay, subject to clause 3.3 below.
	<b>Skilled employee</b>	03	6% increase of actual hourly rate of pay, subject to clause 3.3 below.
	<b>Chargehand</b>	02	6% increase of actual hourly rate of pay, subject to clause 3.3 below.
	<b>Foreman/Supervisor</b>	01	6% increase of actual hourly rate of pay, subject to clause 3.3 below.

3.1 In the event that employees who received the across the board wage increases still receive hourly rates of pay less than the minimum hourly rates of pay of their respective occupation skills levels, these employees must receive an additional adjustment of their hourly rates of pay to be at least that of the minimum prescribed hourly rate of pay for the applicable occupation skills level.

3.2 **General Workers:** The across the board increase from the first full pay week in May 2024 to be offset against the national minimum wage increases when implemented, earlier in 2024, for such general workers.

### 3.3 Increase Threshold

3.3.1 A wage threshold of 40% above any minimum prescribed hourly rate of pay is implemented as from the first full pay week in May 2024, provided that the employee who is already earning a wage above the threshold will only receive the across the board increase minus 1.5%.

3.3.2 In the event that an employee earns above the threshold if the full across the board increase is to be awarded, such employee may not be awarded the full across the board increase, but shall receive an increase up to the threshold or the across the board increase minus 1.5%, whichever is the greater.

## 4. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (for all areas excluding the Free State Province):

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (for all areas excluding the Free State



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			<i>Province)</i>
Furniture, Bedding Upholstery	General worker	05	As per the national minimum wage rate increase
	Semi-skilled employee	04	R29-50 per hour
	Skilled employee	03	R30-64 per hour
	Chargehand	02	R33-06 per hour
	Foreman/Supervisor	01	R33-06 per hour

4.1. In the event that the Government implements any amendments to the national minimum hourly rate of pay and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.

5. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (for all areas excluding the Free State Province):

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025– (for all areas excluding the Free State Province)
Furniture, Bedding and Upholstery	General worker	05	6% increase of actual hourly rate of pay, subject to the offset in clause 5.2 and subject to clause 5.3 below.
	Semi-skilled employee	04	6% increase of actual hourly rate of pay, subject to clause 5.3 below.
	Skilled employee	03	6% increase of actual hourly rate of pay, subject to clause 5.3 below.
	Chargehand	02	6% increase of actual hourly rate of

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			pay, subject to clause 5.3 below.
	<b>Foreman/Supervisor</b>	01	6% increase of actual hourly rate of pay, subject to clause 5.3 below.

- 5.1 In the event that employees who received the across the board wage increases still receive hourly rates of pay less than the minimum hourly rates of pay of their respective occupation skills levels, these employees must receive an additional adjustment of their hourly rates of pay to be at least that of the minimum prescribed hourly rate of pay for the applicable occupation skills level.
- 5.2 **General Workers:** The across the board increase from the first full pay week in May 2025 to be offset against the national minimum wage increases when implemented, earlier in 2025, for such general workers.
- 5.3 **Increase Threshold**
- 5.3.1 A wage threshold of 40% above any minimum prescribed hourly rate of pay is implemented as from the first full pay week in May 2025, provided that the employee who is already earning a wage above the threshold will only receive the across the board increase minus 1.5%.
- 5.3.2 In the event that an employee earns above the threshold if the full across the board increase is to be awarded, such employee may not be awarded the full across the board increase, but shall receive an increase up to the threshold or the across the board increase minus 1.5%, whichever is the greater.
6. **Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (for all areas excluding the Free State Province):**

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (for all areas excluding the Free State Province)
Furniture, Bedding Upholstery	General worker	05	As per the national minimum wage rate increase
	Semi-skilled employee	04	R31-27 per hour
	Skilled employee	03	R32-48 per hour
	Chargehand	02	R35-04 per hour
	Foreman/Supervisor	01	R35-04 per hour

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6.1. In the event that the Government implements any amendments to the national minimum hourly rate of pay and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.

**7. Subsistence allowance (for all areas excluding the Free State Province)**

The following minimum subsistence allowance is payable:

- 7.1 From 1 May 2023 – R120-00 per night
- 7.2 From 1 May 2024 – R140-00 per night
- 7.3 From 1 May 2025 – R160-00 per night
- 7.4 From 1 May 2026 – R180-00 per night
- 7.5 From 1 May 2027 – R180-00 per night

**ADDENDUM 3**

**PRESCRIBED ACROSS THE BOARD INCREASES OF ACTUAL HOURLY RATES OF PAY, MINIMUM HOURLY RATES OF PAY AND SUBSISTENCE ALLOWANCE (for the Free State Province ONLY)**

**1. Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 (for the Free State Province ONLY):**

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 (for the Free State Province ONLY)
Furniture, Bedding and Upholstery	General worker	05	7% increase of actual hourly rate of pay, subject to the offset in clause 1.2 and subject to clause 1.3 below.
	Semi-skilled employee	04	7% increase of actual hourly wage, subject to clause 1.3 below.
	Skilled employee	03	7%

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			increase of actual hourly rate of pay, subject to clause 1.3 below.
	Chargehand	02	7% increase of actual hourly rate of pay, subject to clause 1.3 below.
	Foreman/Supervisor	01	7% increase of actual hourly rate of pay, subject to clause 1.3 below.

- 1.1 In the event that employees who received the across the board wage increases still receive hourly rates of pay less than the minimum hourly rates of pay of their respective occupation skills levels, these employees must receive an additional adjustment of their hourly rates of pay to be at least that of the minimum prescribed hourly rate of pay for the applicable occupation skills level.
- 1.2 **General Workers:** The across the board increase from the first full pay week in May 2023 to be offset against the national minimum wage increases when implemented earlier in 2023, for such general workers.
- 1.3 **Increase Threshold**
- 1.3.1 A wage threshold of 40% above any minimum prescribed hourly rate of pay is implemented as from the first full pay week in May 2023, provided that the employee who is already earning a wage above the threshold will only receive the across the board increase minus 1.5%.
- 1.3.2 In the event that an employee earns above the threshold if the full across the board increase is to be awarded, such employee may not be awarded the full across the board increase, but shall receive an increase up to the threshold or the across the board increase minus 1.5%, whichever is the greater.

**2. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 (for the Free State Province ONLY):**

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2023 (for the Free State Province ONLY)
Furniture, Bedding and Upholstery	General worker	05	As per the national minimum wage rate increase
	Semi-skilled employee	04	R25-39 per hour
	Skilled employee	03	R27-60 per hour

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	<b>Chargehand</b>	02	R29-60 per hour
	<b>Foreman/Supervisor</b>	01	R29-60 per hour

2.1 In the event that the Government implements any amendments to the national minimum hourly rate of pay and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.

3. **Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (for the Free State Province ONLY):**

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (for the Free State Province ONLY)
Furniture, Bedding and Upholstery	General worker	05	6% increase of actual hourly rate of pay, subject to the offset in clause 3.2 and subject to clause 3.3 below.
	Semi-skilled employee	04	6% increase of actual hourly wage, subject to clause 3.3 below.
	Skilled employee	03	6% increase of actual hourly rate of pay, subject to clause 3.3 below.
	Chargehand	02	6% Increase of actual hourly rate of pay, subject to clause 3.3 below.
	Foreman/Supervisor	01	6% increase of actual hourly rate of pay, subject to clause 3.3 below.

3.1 In the event that employees who received the across the board wage increases still receive hourly rates of pay less than the minimum hourly rates of pay of their respective occupation skills levels, these employees must receive an additional adjustment of their

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hourly rates of pay to be at least that of the minimum prescribed hourly rate of pay for the applicable occupation skills level.

3.2 **General Workers:** The across the board increase from the first full pay week in May 2024 to be offset against the national minimum wage increases when implemented earlier in 2024, for such general workers.

3.3 **Increase Threshold**

3.3.1 A wage threshold of 40% above any minimum prescribed hourly rate of pay is implemented as from the first full pay week in May 2024, provided that the employee who is already earning a wage above the threshold will only receive the across the board increase minus 1.5%.

3.3.2 In the event that an employee earns above the threshold if the full across the board increase is to be awarded, such employee may not be awarded the full across the board increase, but shall receive an increase up to the threshold or the across the board increase minus 1.5%, whichever is the greater.

4. **Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (for the Free State Province ONLY):**

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 (for the Free State Province ONLY)
Furniture, Bedding and Upholstery	General worker	05	As per the national minimum wage rate increase
	Semi-skilled employee	04	R26-91 per hour
	Skilled employee	03	R29-26 per hour
	Chargehand	02	R31-38 per hour
	Foreman/Supervisor	01	R31-38 per hour

4.1. In the event that the Government implements any amendments to the national minimum hourly rate of pay and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.

5. **Prescribed across the board increases of actual hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (for the Free State Province ONLY):**

Sector	Occupation Skills Level	Occupation Skills Level	Prescribed across the board increases of actual hourly
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		Code	rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (for the Free State Province ONLY)
Furniture, Bedding and Upholstery	General worker	05	6% increase of actual hourly rate of pay, subject to the offset in clause 5.2 and subject to clause 5.3 below.
	Semi-skilled employee	04	6% increase of actual hourly wage, subject to clause 5.3 below.
	Skilled employee	03	6% increase of actual hourly rate of pay, subject to clause 5.3 below.
	Chargehand	02	6% increase of actual hourly rate of pay, subject to clause 5.3 below.
	Foreman/Supervisor	01	6% increase of actual hourly rate of pay, subject to clause 5.3 below.

- 5.1 In the event that employees who received the across the board wage increases still receive hourly rates of pay less than the minimum hourly rates of pay of their respective occupation skills levels, these employees must receive an additional adjustment of their hourly rates of pay to be at least that of the minimum prescribed hourly rate of pay for the applicable occupation skills level.
- 5.2 **General Workers:** The across the board increase from the first full pay week in May 2025 to be offset against the national minimum wage increases when implemented earlier in 2025, for such general workers.
- 5.3 **Increase Threshold**
- 5.3.1 A wage threshold of 40% above any minimum prescribed hourly rate of pay is implemented as from the first full pay week in May 2025, provided that the employee who is already earning a wage above the threshold will only receive the across the board increase minus 1.5%.
- 5.3.2 In the event that an employee earns above the threshold if the full across the board increase is to be awarded, such employee may not be awarded the full

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across the board increase, but shall receive an increase up to the threshold or the across the board increase minus 1.5%, whichever is the greater.

**6. Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (for the Free State Province ONLY):**

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2025 (for the Free State Province ONLY)
Furniture, Bedding and Upholstery	General worker	05	As per the national minimum wage rate increase
	Semi-skilled employee	04	R28-52 per hour
	Skilled employee	03	R31-02 per hour
	Chargehand	02	R33-26 per hour
	Foreman/Supervisor	01	R33-26 per hour

6.1. In the event that the Government implements any amendments to the national minimum hourly rate of pay and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such.

**7. Subsistence Allowance (for the Free State Province Only)**

A minimum subsistence allowance of-

- 6.1 R160-00 per day is payable, where the employee pays for his own food and accommodation;
- 6.2 R65-00 per day is payable, where the employer pays for the employee's accommodation only.

**ADDENDUM 4**

**CONSUMER PRICE INDEX (CPI) INDICATORS - ACROSS THE BOARD WAGE INCREASES OF ACTUAL HOURLY RATES OF PAY EFFECTIVE FROM THE FIRST FULL PAY WEEK OF MAY 2024 IN RESPECT OF ADDENDUMS 2 AND 3**

Across the board hourly wage rate increases of actual hourly wage rates effective from the first full pay week of May 2024 and May 2025 shall be applicable as reflected above.



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If the official CPI rate for the year ending February 2024 and February 2025 is below 3%, the employer party to this Agreement may request to renegotiate the across the board hourly wage rate increases and if it is above 8.5% the trade union parties may request to renegotiate the across the board hourly wage rate increases for the periods effective from the first full pay week of May 2024 and/or the first full pay week of May 2025, provided that such requests must be submitted and reach the other parties by not later than 15 March of the applicable year.

## ANNEXURE A

### AGREEMENT ON PICKETING

Made and entered into by and between:

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(the Employer Association)

and

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(the Union)

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(the Union)

#### 1. OBJECTIVE

- 1.1 The picketing rules are intended to regulate the relationship between management and its employees and the union during the course of a legal picket. The parties accept the conventions of collective bargaining and that union members and supporters / employees in the bargaining unit may wish to picket peacefully in support of any protected strike or in opposition to any lockout.
- 1.2 These rules are intended to facilitate peaceful picketing at company premises in the designated areas indicated before picketing commences and must be followed without exception by all parties. Any indulgence or departure from these rules, which may be granted from time to time, shall be reduced to writing and shall in no way constitute a permanent waiver or amendment of these rules.
- 1.3 The Union and the Employer ("**the Parties**") expressly agree to the picketing rules contained herein which will find application at all places of business

where the Employer operates.

- 1.4 This agreement will also be binding on any members, employees and/or supporters who seek to exercise any of the rights conferred by Part A of the Labour Relations Act 66 of 1995 ("LRA") or any other rights recognised in law.
- 1.5 The Parties agree to Section 69 of the Labour Relations Act 66 of 1995 ("LRA") as amended from time to time, including the Code of Good Practice on Picketing as contained in Part B of the LRA.
- 1.6 These picketing rules shall apply for the duration of any future protected / unprotected industrial action and the Parties agree that where the word picketing or picketer appears, that this will also apply to strike, striker or striking employee.

## 2. NOTICE: OFFICIALS AND PICKETING

- 2.1 A convener(s) (appointed by the union) will oversee the picketing. A convener must be a member or an official of the union. This person should, at all times, be in possession of a copy of this signed agreement.
- 2.2 The union will endeavour to appoint sufficient picketing marshals to monitor and control the pickets. Marshals should have the contact details of the convener, the trade union office and any persons appointed to oversee the picket, in the absence of the convener. The marshals should be clearly identified as marshals. The union shall ensure that the marshals and the shop stewards are aware of applicable law; any agreed picketing provisions and the steps to be taken to ensure that the picket is conducted peacefully.
- 2.3 Marshals shall, as far as possible, be appointed from amongst the employee representatives of a specific site where the Company operates if picketing takes place at that site's premises.
- 2.4 The convener (the person nominated by the trade union) or the union must notify the company in writing of an intended picket at any of its premises or sites where the Company performs its work at least 48 hours before such picketing commences.
- 2.5 The notice should contain the following information:

### Commencement of the picket:

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Date of intended picketing: \_\_\_\_\_

Commencement Time: \_\_\_\_\_

Union(s) involved: \_\_\_\_\_

Name of union official(s) in charge: \_\_\_\_\_

\_\_\_\_\_

Union Tel No: \_\_\_\_\_

Union Fax No: \_\_\_\_\_

Name of convener(s) in charge: \_\_\_\_\_

\_\_\_\_\_

Tel No: \_\_\_\_\_

Name of premises or site(s) where picketing is contemplated:

\_\_\_\_\_

Address of venue (other than a company's premises) where picketing is intended, if any:

\_\_\_\_\_

2.6 The company and the Association will notify the union of the name and contact details of the company and Association's representative(s) who will be responsible for communication with the convener or the marshals and the employee representatives, at the company should the need arise.

2.7 In the event that any meetings are required between the parties in paragraph 2.5 above, at least two (2) of the employee representatives must be present at the meeting as employee representatives shall remain responsible to:

- Act as representatives of picketing employees
- Maintain order amongst picketing employees
- Assist with communication between company representatives, the union and employees.

### 3. PICKETING AREAS AND ACCESS

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- 3.1 Access to a company's premises and demarcated picketing areas shall, where necessary, be determined by parties' members at site level before such picketing commences.
- 3.2 The employer will ensure that toilet facilities and access to drinking water is available to picketing participants at the onset of the picket whether the demarcated picketing area is on or outside the company premises.
- 3.3 Access to the employer's premises shall be limited to the employees and labour ordinarily employed and/or working at such premises.
- 3.4 If the only sanitary and or drinking water facilities available are on the Employer's premises, management will control access to the facilities, the latter which will include, but not be limited to, determining the number of participants who may at any one time have access to the premises, the facilities that may be used, as well as the area / pathway that may be accessed. The participants will be obliged to behave in an orderly and lawful manner while using such facilities and will not in any way disrupt any business operations.
- 3.5 All participants in the picket who enter and leave the premises for the purpose of accessing the abovementioned facilities may be searched. Those who unreasonably refuse to be searched shall not be granted access to the facilities.

#### 4. CONDUCT OF PICKETERS /EMPLOYER

Picketing shall be subject to the following:

- 4.1 Placards and banners may be carried and chanting, singing, as well as dancing may take place, provided that this does not infringe any law, intimidate any person or interfere with the company's business operations.
- 4.2 It shall be confined to areas demarcated for such.
- 4.3 Picketers shall not, whether on or off company premises:
  - 4.3.1 Disrupt or attempt to disrupt ongoing operations of the company, nor hinder, harm or intimidate non-striking employees, other employees or persons associated with the company.
  - 4.3.2 Hinder or damage any company property or machinery or vehicles or that of any supplier or customer of the company.

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- 4.3.3 Hinder or harm or interfere with any vehicle entering or leaving the company's premises or in any other way going about the lawful business of the company on any public or private road.
- 4.3.4 Hinder, harm, threaten, intimidate or interfere with supplies to customers and neighbours of the company.
- 4.3.5 Consume, or be in possession of, or be intoxicated by alcohol or other forms of drugs. No intoxicated employee or employee suspected of being intoxicated shall be given access to the premises of the company or operating site.
- 4.3.6 Carry or be in possession of any form of weapon or potential weapon whilst picketing.
- 4.3.7 Commit any action that may be unlawful, including but not limited to any action which is, or may be perceived to be violent.
- 4.4 All picketing employees shall, at all times, be subject to the disciplinary procedures, rules and policy of the company.
- 4.5 Picketers may be addressed by Union Officials.
- 4.6 The Employer must:
  - 4.6.1 Receive memoranda when invited to do so by a Union.
  - 4.6.2 Prior to or at the onset of the picketing, liaise with one or more of the participant's available representatives who are designated as the convener, marshals, shop stewards and union officials to ensure compliance with this agreement.
- 4.7 The Employer may not:
  - 4.7.1 Directly or indirectly hinder the conduct of a lawful picket.
  - 4.7.2 Intimidate, threaten or otherwise undermine any employee's right to participate in the picket.
  - 4.7.3 Take disciplinary action against an employee for participating in a lawful picket.

## 5. FREEDOM OF ASSOCIATION

- 5.1 The decision to picket or not, shall be the free and unfettered decision of each employee.

## 6. IMPLEMENTATION

- 6.1 The picketing rules shall come into effect after the 48 hour strike notice expires, and from when the strike action in fact commences, whichever occurs first.

- 6.2 The Parties will each take reasonable and effective steps to ensure full compliance with this Agreement and furthermore to ensure that there are no acts in breach thereof.

## **7. ENFORCEMENT OF THIS AGREEMENT**

- 7.1 The parties agree that each will take prompt reasonable and effective steps to ensure the preservation of the letter and spirit of this agreement and that they will act either unilaterally or when called upon to do so, to prevent any acts in breach of this agreement and to act swiftly and decisively to discipline any person who interferes with the orderly conduct of the picket, any peaceful picketing or the conduct of the company's lawful business.

## **8. DISPUTES**

- 8.1 In the event of a dispute arising over compliance with the terms of this agreement, the marshals appointed in terms of this agreement above and the Union office bearers in charge of the picket shall meet with representatives of the Employer in an endeavour to resolve the dispute, immediately at the site of dispute.
- 8.2 If the cause for the breach is not removed within a reasonable time, the offended party including any person in control of, or who owns the area from which the Employer or its Client operates, will have the right to approach the CCMA in terms of Section 69(8) of the LRA for determination, or take such other action as may be available to it.
- 8.3 Nothing in this agreement shall limit the right of either Party to take action in accordance with it in terms of the LRA, or any other relevant law, or to approach the Court urgently or otherwise for appropriate relief including a prayer to suspend the picket or strike due to its non-compliance with this agreement.

## **9. GENERAL**

- 9.1 No relaxation or indulgence which either party may show to the other shall in any way prejudice or be deemed to be a waiver of the rights in terms of this contract. Such relaxation or indulgence shall also not preclude any party from exercising their rights in terms of this agreement in respect of any continued or future breach.

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9.2 It is expressly stated that this agreement comprises the total agreement between the parties and that unless any amendment, addition thereto or consequential cancellation thereof, is not reduced to writing and signed by the relevant parties, it will be deemed to be null and void.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_ at \_\_\_\_\_

\_\_\_\_\_

FOR: The Association

\_\_\_\_\_

Witness

\_\_\_\_\_

FOR: The Union

\_\_\_\_\_

Witness

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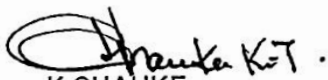
FOR: The Union

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Witness

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Agreement signed at Johannesburg on this 21<sup>st</sup> day of June 2023.



K CHAUKE  
Chairman of the Council



B GOBA  
Vice-Chairman of the Council

  
WA JANSE VAN RENSBURG  
General Secretary

**SOUTH AFRICAN RESERVE BANK****NOTICE 1728 OF 2023****FINANCIAL SURVEILLANCE DEPARTMENT****CANCELLATION OF AN AUTHORISED DEALER IN FOREIGN EXCHANGE**

The Financial Surveillance Department of the South African Reserve Bank hereby gives notice, for general information, that Mercantile Bank Limited, has been deleted as an Authorised Dealer in foreign exchange for the purpose of Exchange Control Regulations published under Government Notice No. R.1111 of 1 December 1961, as amended.

**N Roux****Acting Head of Department: Financial Surveillance**



## DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

## NOTICE 1729 OF 2023

STANDARDS ACT, 2008  
STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

## SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of the South Africa National standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope and purport	Closing Date
SANS 60079-10-1 Ed 3	<i>Explosive atmospheres Part 10-1: Classification of areas - Explosive gas atmospheres.</i> Classifies areas where flammable gas or vapour or mist hazards may arise and may then be used as a basis to support the proper selection and installation of equipment for use in a hazardous area.	2023-05-16
SATS 60079-39 Ed 1	<i>Explosive atmospheres -Part 39: Intrinsically safe systems with electronically controlled spark duration limitation.</i> This Technical Specification specifies the construction, testing, installation and maintenance of Power-i apparatus and systems which utilise electronically controlled spark duration limitation to maintain an adequate level of intrinsic safety.	2023-05-16
SANS 60335-2-99 Ed 2	<i>Household and similar electrical appliances - Safety Part 2-99: Particular requirements for commercial electric hoods.</i> Deals with the safety of electrically operated commercial hoods intended for installation above commercial cooking appliances such as ranges, griddles, griddle grills and deep fat fryers, their rated voltage being not more than 250 V for single phase hoods connected between one phase and neutral, and 480 V for other hoods.	2023-05-19
SANS 60433 Ed 1	<i>Insulators for overhead lines with a nominal voltage above 1 000 V - Ceramic insulators for AC systems - Characteristics of insulator units of the long rod type.</i> Applicable to string insulator units of the long rod type with insulating parts of ceramic material intended for use in AC overhead power lines with a nominal voltage greater than 1 000 V and a frequency not greater than 100 Hz. It is also applicable to insulators of similar design, used in substations. This document is applicable to ceramic string insulator units of the long rod type, either with a clevis end fitting at both ends for coupling with a tongue, or with a socket end fitting at both ends for coupling with a pin ball. The object of this document is to prescribe specified values for electrical and mechanical characteristics, and for the principal dimensions of ceramic string insulator units of the long rod type.	2023-05-22
SATR 62681 Ed 1	<i>Electromagnetic performance of high voltage direct current (HVDC) overhead transmission lines.</i> Provides general guidance on the electromagnetic environment issues of HVDC overhead transmission lines.	2023-05-16
SANS 61557-16 Ed 1	<i>Electrical safety in low voltage distribution systems up to 1 000 V a.c. and 1 500 V d.c. - Equipment for testing, measuring or monitoring of protective measures - Part 16: Equipment for testing the effectiveness of the protective measures of electrical equipment and/or medical electrical equipment.</i> Defines performance requirements for test and measurement equipment to determine the effectiveness of the protective measures of electrical measures for electrical equipment and/or medical electrical equipment described in IEC 62353.	2023-05-17
SANS 20344 Ed 3	<i>Personal protective equipment - Test methods for footwear.</i> This document specifies methods for testing footwear designed as personal protective equipment.	2023-05-25
SANS 20347 Ed 3	<i>Personal protective equipment - Occupational footwear.</i> Specifies basic and additional (optional) requirements for occupational footwear used for general purpose.	2023-05-25

SANS 19112 Ed 2	<i>Geographic information - Spatial referencing by geographic identifiers.</i> Defines the conceptual schema for spatial references based on geographic identifiers; it establishes a general model for spatial referencing using geographic identifiers; it defines the components of a spatial reference system and defines the essential components of a gazetteer.	2023-05-25
SANS 55010 Ed 1	<i>Asset management - Guidance on the alignment of financial and non-financial functions in asset management.</i> Provides guidelines for the alignment between financial and non-financial asset management functions, in order to improve internal control as part of an organization's management system.	2023-05-25
SANS 19650-3 Ed 1	<i>Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) - Information management using building information modelling - Part 3: Operational phase of the assets.</i>	2023-05-25
SANS 12616-1 Ed 1	<i>Terminology work in support of multilingual communication - Part 1: Fundamentals of translation-oriented terminology.</i> Specifies requirements and recommendations related to fundamentals of translation-oriented terminology for producing sound bilingual or multilingual terminology collections.	2023-05-23

### SCHEDULE A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title	Scope of amendment	Closing Date
SANS 3001-PR10 Ed 1.2	<i>Civil engineering test methods Part PR10: Checking, handling, maintenance and verification of test sieves</i>	Amended to update maximum mass permissible on sieves table.	2023-05-16
SANS 966-1 Ed 3.9	<i>Components of pressure pipe systems Part 1: Unplasticized poly(vinyl chloride) (PVC-U) pressure pipe systems.</i>	Amended to update the content of Inspection methods of test.	2023-05-16
SANS 1652 Ed 1.7	<i>Battery chargers - Industrial type.</i>	Amended to delete guide to purchasers on preparing an enquiry and to update referenced standards.	2023-05-16
SANS 1613 Ed 2.1	<i>Warp-knitted terry towelling fabric and articles.</i>	Amended to delete notes to purchasers.	2023-05-16
SANS 409 Ed 1.1	<i>8Coal and coke - Analysis and testing - Determination of trace elements - Coal, coke and fly-ash - Determination of eleven trace elements - Flame atomic absorption spectrometric method.</i>	Amended to update referenced standards.	2023-05-16
SANS 446 Ed 4.2	<i>Absorbent gauze (fabric and swabs) and butter muslin.</i>	Amended to delete notes to purchasers.	2023-05-16
SANS 1118-4 Ed 3.3	<i>School clothing Part 4: Shirts.</i>	Amended to delete the annex on notes to purchasers.	2023-05-25
SANS 1118-6 Ed 3.6	<i>School clothing Part 6: Dresses, tunics and gyms.</i>	Amended to delete the annex on notes to purchasers.	2023-05-25
SANS 118-10 Ed 1.5	<i>School clothing Part 10: Jerseys and cardigans.</i>	Amended to update referenced standards and to delete the appendix on notes to purchasers.	2023-05-25
SANS 182-5 Ed 1.4	<i>Conductors for overhead electrical transmission lines Part 5: Zinc-coated steel wires for conductors and stays.</i>	Amended to delete, an appendix on notes to purchaser, notes on the scopes and "acceptable".	2023-05-25

**SCHEDULE A.2: WITHDRAWAL OF THE SOUTH AFRICAN NATIONAL STANDARDS**

In terms of section 24(1)(C) of the Standards Act, the following published standards are issued for comments with regard to the intention by the South African Bureau of Standards to withdraw them.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

**SCHEDULE A.3: WITHDRAWAL OF INFORMATIVE AND NORMATIVE DOCUMENTS**

In terms of section 24(5) of the Standards Act, the following documents are being considered for withdrawal.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

**SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS****SCHEDULE B.1: NEW STANDARDS**

Standard No. and year	Title, scope and purport
SANS 3001-GR62:2023 Ed 1	<i>Civil engineering test methods Part-GR62 Qualitative tests for carbonate, chloride and sulfate salts in soils, gravels, graded crushed rock and water.</i> Describes methods of qualitatively determining the presence of highly water-soluble bicarbonate, carbonate, chloride and sulfate salts and acid-soluble carbonates and sulfates in soil, gravel, graded crushed rock and water.
SANS 31030:2023 Ed 1	<i>Travel risk management - Guidance for organizations.</i> Gives guidance to organizations on how to manage the risk(s), to the organization and its travellers, as a result of undertaking travel. Provides a structured approach to the development, implementation, evaluation, and review of: policy, programme development, threat and hazard identification, opportunities and strengths, risk assessment, prevention and mitigation strategies. Applicable to any type of organization, irrespective of sector or size.
SANS 62913-1 2023 Ed 1	<i>Generic smart grid requirements - Part 1: Specific application of the Use Case methodology for defining generic smart grid requirements according to the IEC systems approach.</i> Describes a common approach for IEC technical committees to define generic smart grid requirements for further standardization work.
SATR 63196:2023 Ed 1	<i>Switchgear and controlgear and their assemblies for low voltage - Energy efficiency.</i> Defines the energy efficiency aspects of switchgear and controlgear products complying with IEC 60947 (all parts), IEC 61095 and IEC 62626 (all parts), and associated assemblies complying with IEC 61439 (all parts), in the context of the overall system energy efficiency.
SANS 532:2023 Ed 2	<i>Specifications for industrial, medical, propellant, food and beverage gases, refrigerants and breathing gases.</i> Defines specifications for industrial gases, medical gases, propellant gases, food and beverage gases, refrigerants and non-medical breathing gases.

**SCHEDULE B.2: AMENDED STANDARDS**

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 164-0:2023 Ed 1.9	<i>Plug and socket-outlet systems for household and similar purposes for use in South Africa - Part 0: General requirements. Consolidated edition incorporating amendment No. 9.</i> Amended to update referenced standards, and the clause on requirements.
SANS 1020:2023 Ed 2.2	Power-operated dispensing devices for flammable liquid fuels. <i>Consolidated edition incorporating amendment No. 2.</i> Amended to update the note to the scope, referenced standards, definitions, the clause on requirements and to renumber sub-clauses accordingly, the clause on marking, the annex on items to be included in manufacturer's product documentation, the annex on sampling and compliance with this standard, the annex summary of hazardous locations associated with dispensers and metering pumps manufactured in accordance with EN 13617-1, and the annex on summary of hazardous locations associated with dispensers and metering pumps manufactured in accordance with UL 87.
SANS 1044:2023 Ed 3.4	<i>Industrial laundry detergents. Consolidated edition incorporating amendment No. 4.</i> Specifies the characteristics of four types of low-foam industrial laundry detergent intended for use in industrial laundering machines for the washing, in either hard or soft water, of textiles made of cotton or of cotton-and-synthetic fibre yarns.
SANS 1661:2023 Ed 4.1	Cord extension sets and cable reels. <i>Consolidated edition incorporating amendment No. 1.</i> Amended to update the title and the scope to include cable reels, to update referenced standards, and to add the requirements for daisy chains.
SANS 60079-1:2023 Corr.5	<i>Explosive atmospheres Part 1: Equipment protection by flameproof enclosures d. Consolidated edition incorporating amendment No. 1.</i> Corrected to update the annex on additional requirements for flameproof entry devices.

**SCHEDULE B.3: WITHDRAWN STANDARDS**

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

Standard No. and year	Title
SANS 10146:2012 Ed 3.2	<i>Laundry processes and management.</i>
SANS 10340-1:2006 Ed 1.1	<i>Installation of telecommunication cables Part 1: Fibre optic cable in buildings.</i>
SANS 10340-2:2006 Ed 1	<i>Installation of telecommunication cables Part 2: Outdoor fibre optic cables</i>

**SCHEDULE B4: ESTABLISHMENT OF TECHNICAL COMMITTEES**

In terms of the South African Norm for the development of South African National Standards, the following technical committee has been established:

Committee No.	Title	Scope

If your organization is interested in participating in these committees, please send an e-mail to [Dsscomments@sabs.co.za](mailto:Dsscomments@sabs.co.za) for more information.

**SCHEDULE B5: RETRACTION OF PREVIOUSLY GAZETTED ITEMS**

Notice is hereby given that the following standards gazetted for public enquiry have been retracted.

Standard No.	Title	Scope	Date gazetted

**SCHEDULE B6: GENERAL**

Notice is hereby given that the following standards/draft standard have been renumbered.

Standard/draft No.	Title	Scope	New number/designation

**SCHEDULE B7: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE**

Copies of the standards mentioned in this notice can be obtained from the Head Office of the South African Bureau of Standards at 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.

## BOARD NOTICES • RAADSKENNISGEWINGS

## BOARD NOTICE 426 OF 2023



## BOARD NOTICE

**Proposed Amendment to the IRBA Code of Professional Conduct for Registered Auditors**

Comments Submission Date: 8 May 2023

In accordance with the provisions of Section 10(1)(a) of the Auditing Profession Act, 2005 (Act No. 26 of 2005) (the Act), the Independent Regulatory Board for Auditors (IRBA) publishes, pursuant to the provisions of Section 4(1)(c) of the Act, the following for public information and comment:

**PROPOSED REVISIONS TO THE IRBA CODE ADDRESSING TAX PLANNING AND RELATED SERVICES**

To ensure that all relevant stakeholders are consulted and to streamline the consultation process, interested and affected stakeholders are invited to submit their written comments to the IRBA by **8 May 2023**.

Please be advised that the Exposure Draft for the proposed amendments to the IRBA Code of Professional Conduct for Registered Auditors (Revised November 2018), as amended (IRBA Code), relating to addressing Tax planning and Related Services, which is [Part 3 – Registered Auditors Performing Professional Services – Proposed Section 380](#) in the Code, are available and may be downloaded from the IRBA website at <https://www.irba.co.za/guidance-to-ras/technical-guidance-for-auditors/exposure-drafts-and-comment-letters>. While [Part 2 – Professional Accountants in Business – Proposed Section 280](#), which also relates to addressing Tax Planning and Related Services, is also part of the exposure draft, it has however not been adopted by the IRBA.

Following the submissions, the IRBA's Committee for Auditor Ethics will then consider the comments received on the proposed amendments. All comments received will be regarded as a public record, unless confidentiality is specifically requested.

Please submit your written comments, in both MS Word and PDF formats, by email to:

The Director: Standards  
Independent Regulatory Board for Auditors  
Attention: Mr I Vanker  
Email: [standards@irba.co.za](mailto:standards@irba.co.za)

**Mr I Nagy****Chief Executive Officer**

**BOARD NOTICE 427 OF 2023**



**POLICY AND PROCEDURES RELATING TO CONTINUING EDUCATION,  
TRAINING AND PROFESSIONAL DEVELOPMENT PRESCRIBED IN TERMS OF  
SECTION 7(1)(C) OF THE AUDITING PROFESSION ACT, 26 OF 2005**

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## Section 7(1)(c)

“The Regulatory Board must –

Prescribe requirements for and conditions relating to and the nature and extent of continued education training and professional development”.

### 1. INTRODUCTION

1.1 The professional competence required to perform the role of a Registered Auditor (RA), continuously evolves and develops. Due to the dynamic environment in which RAs function, the competence demonstrated at entry to the profession is likely to lose relevance and accordingly, require modification over time.

Therefore, RAs are expected to develop and maintain relevant professional competence as they anticipate and adapt to changes in processes, technology, professional standards, regulatory requirements and client demands.

1.2 Continuing Professional Development (CPD) is the means by which members of a profession develop and maintain professional competence to perform their current and future roles.

1.3 The CPD policy and procedures is aligned to International Education Standard 7, *Continuing Professional Development* (IES 7 Revised), issued by the International Accounting Education Standards Board (IAESB) to strengthen public trust in the accountancy profession. IES 7 (Revised) prescribes CPD for professional accountants to develop and maintain the professional competence necessary to provide high-quality services to clients, employers and other stakeholders.

1.4 Section 6(1)(a) of the Auditing Profession Act, 2005 (Act No. 26 of 2005(as amended)) (“the Act”), mandates the IRBA to prescribe minimum qualifications, competency standards and requirements for the registration of auditors. Flowing from this duty to ensure competence at entry point to the profession, the IRBA has a similar responsibility to ensure that those persons who are registered, continue to develop and maintain their professional competence throughout their professional lives in terms of section 7(1)(c) of Act No. 26 of 2005 (as amended).

1.5 Section 7(1)(f) of the Act requires the IRBA to prescribe competency requirements, and these are not only relevant at entry point but throughout the period of registration as an RA. In particular, section 7(1)(c) of the Act requires the IRBA to prescribe requirements for and conditions relating to the nature and extent of continued education, training and professional development.



- 1.6 In terms of the IRBA Code of Professional Conduct for Registered Auditors, RAs have a duty to attain and maintain professional knowledge and skill at the level required to ensure that clients receive competent professional services, based on current technical and professional standards and relevant legislation. This duty has a direct consequence on an RA's responsibility to act in the public interest.
- 1.7 Professional competence as described in paragraph A2 of IES 7 (Revised) is the ability to perform a role to a defined standard. Professional competence goes beyond the knowledge of principles, standards, concepts, facts, and procedures, it is the integration and application of learning outcomes for:
- (a) technical competence;
  - (b) professional skills; and
  - (c) professional values, ethics and attitudes.
- 1.8 CPD plays an important part in contributing to the development and maintenance of professional competence of an RA, thereby strengthening public confidence and trust in the profession through their work.

## **2. OBJECTIVE OF THE POLICY AND PROCEDURES**

- 2.1 The objective of the CPD policy and procedures is to prescribe to RAs the requirements, measurement and monitoring of CPD for RAs to develop and maintain their professional competence necessary to perform their current and future roles as RAs, and thereby strengthening and maintaining public trust in RAs.

## **3. REQUIREMENTS**

### General

- 3.1 All RAs shall comply with the CPD policy and procedures.
- 3.2 All RAs shall, at least annually, apply the below CPD Framework:
- (a) Perform self-assessment activities to identify relevant learning outcomes and personal development gaps;
  - (b) Plan for, complete and record relevant learning and development activities to address the learning outcomes and personal development gaps identified;
  - (c) Evaluate and undertake reflective activities on the completed learning and development activities; and

(d) Revise the learning and development plan, as necessary.

- 3.3 RAs shall maintain accurate and complete records evidencing compliance with the policy and procedures. This shall include, but not be limited to, evidence of application of the CPD Framework and supporting documentation of all learning and development activities undertaken.
- 3.4 The records mentioned in section 3.3 above shall be retained for a period of three (3) calendar years from the end of the reporting period and submitted to the IRBA as and when requested.
- 3.5 The reporting period shall be a calendar year.
- 3.6 As part of an RA's annual renewal for registration, the RA shall be required to declare whether he or she has complied with the CPD policy and procedures, including the CPD Framework.

#### Mandatory CPD Activities

- 3.7 RAs shall plan for, complete and record relevant learning and development activities on ethics annually. The learning and development activities undertaken shall include activities that assist the RA to comply with the IRBA Code of Professional Conduct for Registered Auditors.
- 3.8 During a reporting period an RA shall complete a minimum of three hours of relevant learning and development activities on ethics.
- 3.9 RAs shall perform self-assessment activities on audit and assurance topics annually, to identify relevant learning outcomes and personal development gaps. In addition, RAs shall plan for, complete and record relevant learning and development activities to address those learning and development gaps identified.
- 3.10 The IRBA may publish additional compulsory areas from time to time.

#### **4. MEASUREMENT OF CPD**

- 4.1 The CPD policy and procedures is premised on the output-based approach, combined with a minimum requirement of hours for ethics learning and development activities as outlined in section 3.8 above.
- 4.2 The output-based approach focuses on the demonstration of professional competence. The measurement focus is on whether RAs have followed the CPD Framework as part of the process to maintain and develop the learning outcomes relevant to performing their roles as RAs.

## **5. MONITORING OF CPD**

- 5.1 The IRBA shall monitor the CPD records of RAs on a sample basis. An RA selected through the monitoring process shall be required to submit to the IRBA, all relevant documents that reflect reliable and verifiable evidence that the RA has followed the CPD Framework as outlined in section 3.2 and has fully complied with the CPD policy and procedures.

## **6. NON-COMPLIANCE WITH THE POLICY**

- 6.1 Noncompliance in the context of CPD means that the RA did not meet the prescribed CPD requirements based on the output-based approach identified through the monitoring process. In addition, those RAs who are classified as non-responders are also considered to be non-compliant. Non responders are the RAs who do not respond to the request to make submissions for the CPD monitoring after more than one attempt from the CPD team.
- 6.2 RAs who are non-compliant, shall result in their registration status with the IRBA not being renewed on determination of non-compliance after such efforts at remediation have failed.
- 6.3 RAs whose registration have been terminated in terms of paragraph 6.2 above may request reinstatement within the same financial year as being terminated, upon submission of the outstanding documentation. Such documentation will be referred to the Education and Transformation Department for a determination whether such documentation is sufficient. Only upon the Education and Transformation Department's approval will the RAs registration be reinstated. If the RA does not request reinstatement in the same financial year, the RA will be required to apply for re-registration.
- 6.4 Should the monitoring process indicate that an RA has submitted a CPD declaration that is not an accurate reflection of their CPD activities, the IRBA shall institute an investigation which could lead to disciplinary measures against that RA.

## **7. EFFECTIVE DATE AND REPEAL OF THE PREVIOUS POLICY**

- 7.1 This CPD Policy and procedures shall come into effect on 1 April 2023.

**ANNEXURE****PROCEDURES RELATING TO CONTINUING EDUCATION, TRAINING AND PROFESSIONAL DEVELOPMENT PRESCRIBED IN TERMS OF SECTION 7(1)(C) OF THE AUDITING PROFESSION ACT, 26 OF 2005****1. Measurement of CPD**

- 1.1 The CPD policy and procedures is premised on the output-based approach, combined with a minimum requirement of hours for ethics learning and development activities as outlined in section 3.8 above.
- 1.2 The output-based approach focuses on the demonstration of professional competence. The measurement focus is on whether RAs have followed the CPD Framework as part of the process to maintain and develop the learning outcomes relevant to performing their roles as RAs.

**2. Monitoring of CPD**

- 2.1 The IRBA shall monitor the CPD records of RAs on a sample basis.
- 2.2 An RA selected through the monitoring process shall be required to submit to the IRBA, all relevant documents that reflect reliable and verifiable evidence that the RA has followed the CPD Framework as outlined in section 3.2 and has fully complied with the CPD policy and procedures.

## BOARD NOTICE 428 OF 2023



## The Perishable Products Export Control Board

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6 March 2023

**THE PERISHABLE PRODUCTS EXPORT CONTROL BOARD  
BOARD NOTICE - LEVIES ON PERISHABLE PRODUCTS**

In terms of section 17(i) of the Perishable Products Export Control Act, 1983 (Act No.9 of 1983), the Board hereby imposes the following levies and tariffs, in respect of each of the under mentioned perishable products, as defined in section 1 (i) of the above-mentioned Act, which may be exported from the Republic of South Africa. The levies will be valid from **1 April 2023** until further notice.

**SEA LEVIES**

Description	Fee	Unit of Measure
Conventional break-bulk	R 21.29	Pallet
Conventional under cold treatment protocols	R 40.18	Pallet
RMT loading/off-loading	R 19.15	Pallet
Containerised harbour	R 595.65	Container
Containerised inland	R 770.04	Container
Containerised under cold treatment protocols	R 1,143.34	Container
Containerised at two loading points	R 1,525.91	Container
Products exported by air	R 0.04	KG
After hour callouts (see definition under HOUR rates)	Hour and kilometer rates as listed	

All levies by kilogram will be based on gross weight.

**CONTAINER INSPECTION LEVIES**

Description	Fee	Unit of Measure
Cleanliness inspection (weekdays)	R 29.06	Unit
Cleanliness inspection (after hours/weekends/public holidays)	R 58.15	Unit
Technical inspection (weekdays)	R 29.06	Unit
Technical inspection (after hours/weekends/public holidays)	R 58.15	Unit
Full inspection (weekdays)	R 58.15	Unit
Full inspection (after hours/weekends/public holidays)	R 116.24	Unit
After hour callouts (see definition under HOUR rates)	Hour and kilometer rates as listed or weekend rates as above	

In all instances where a service is delivered and unit rates are not sufficient to cover costs, the PPECB will retain the right to, at its discretion, charge hour and or kilometer rates as listed instead of or in addition to the published fees above. For administrative purposes hour and kilometer rates may be adapted to an equivalent tariff per unit.

**OTHER LEVIES**

Description	Fee	Unit of Measure
Calibration of vessel temperature recording equipment	R 19,789.95	Vessel*
Inspection and registration of Refrigerated Road Motor Transport	R 860.67	Vehicle^
Stuffing reports	R 351.61	Request
Redo of special shipment documentation	R 858.32	Request
Inspection and registration of RMT's & Cold Stores	R 858.32	RMT/Cold store
Calibration of on-board container data loggers and portable data loggers for use in sterilisation shipments	R 110.19	Calibration
Temperature monitoring probes for conventional shipments	R 304.64	Probe
Administration fee for document retrieval	R 304.64	Retrieval or hour rates
Food safety certification audit	R 5,569.57	Audit
Handling fee for residue samples	R 106.32	Sample
MRL sample fee	R 786.93	Sample
Sealing hatches; post-harvest claims; grading audits	Hour and kilometre rates as listed	

\* Depending on number of cooling departments

^ Depending on structure of vehicle

The fees listed above exclude any travelling; freight and incidental costs, which will be charged for separately.

- In all instances where a service is delivered and unit rates are not sufficient to cover costs, the PPECB will retain the right to, at its discretion to charge hour and or kilometer rates as listed instead of or in addition to the published fees above. For administrative purposes hour and kilometer rates may be adapted to an equivalent tariff per unit.
- Actual courier cost recovery (will vary depending on location).

**AGRICULTURAL PRODUCT STANDARDS**

Notice is hereby given that Perishable Products Export Control Board ("the Assignee"), designated as an Assignee, with effect from 1 September 1991, in terms of Section 2(3)(a) of the Agricultural Product Standards Act, 1990 (Act 119 of 1990) as amended ("the APS Act") under Notice No. 4741 on 23 August 1991 for the application of sections 4(1), (2) and (3)(a), 7 and 8 of the APS Act in respect of the product as specified column 3 of the Table thereto, and will undertake inspections in line with its mandate thereto.

Take further notice that inspection fees are hereby imposed in terms of Section 3(1A) of the APS Act on all product with effect from 1 April 2023 and until further notice, subject to the standard terms and conditions of the Assignee, that are available from the contact person listed under Enquiries below.

**INSPECTION LEVIES (AGRICULTURAL PRODUCT STANDARDS)**

Description	Fee	Unit of Measure
Avocados (less than 5 kilograms)	R 0.44	Carton
Avocados (more than or equal to 5 kilograms)	R 0.88	Carton
Aseptically packed	R 0.01	KG or part thereof
Canned products	R 0.02	KG or part thereof
Citrus fruit (less than 5 kilograms)	R 0.36	Carton
Citrus fruit (more than or equal to 5 kilograms)	R 0.91	Carton
Citrus bulk bin (less than 400 kilograms)	R 21.48	Bin or part thereof
Citrus bulk bin (more than or equal to 400 kilograms)	R 33.41	Bin or part thereof
Concentrates	R 0.03	KG or part thereof
Condensed milk	R 0.10	KG or part thereof
Dairy products	R 0.18	KG or part thereof
Dried fruit	R 0.03	KG or part thereof

Description	Fee	Unit of Measure
Egg products	R 0.15	KG or part thereof
Flowers, bulbs and proteas	R 0.49	KG or part thereof
Fresh vegetables (incl. onions and potatoes)	R 0.06	KG or part thereof
Frozen fruit and vegetables	R 0.03	KG or part thereof
Grain and grain products (excluding maize)	R 4.52	Metric ton or part thereof
Grapes (less than 6 kilograms)	R 0.90	Carton
Grapes (more than or equal to 6 kilograms)	R 1.80	Carton
Groundnuts	R 114.82	Metric ton or part thereof
Pecan Nuts	R 28.79	Metric ton or part thereof
Macadamia Nuts	R 31.27	Metric ton or part thereof
Macadamia Nuts (with certificate)	R 35.05	Metric ton or part thereof
Litchis (less than 5kg)	R 0.32	Carton
Litchis (greater than or equal to 5kg)	R 0.80	Carton
Maize inland	R 4.52	Metric ton or part thereof
Maize (bulk loading at port)	R 14.20	Metric ton or part thereof
Mangoes (less than 5 kilograms)	R 0.73	Carton
Mangoes (more than or equal to 5 kilograms)	R 1.47	Carton
Mangoes in bulk bins	R 81.17	Bin or part thereof
Meat	R 0.07	KG or part thereof
Melons	R 0.72	Carton
Other fresh fruit	R 0.72	Carton
Persimmons (less than 1 kilogram)	R 0.16	Carton
Persimmons (more than or equal to 1 kilogram but less than 5 kilograms)	R 0.40	Carton
Persimmons (more than or equal to 5 kilograms)	R 0.73	Carton
Pineapples	R 0.82	Carton
Pome fruit	R 0.85	Carton
Pome fruit in bulk bins	R 25.07	Bin or part thereof
Red tea	R 0.13	KG or part thereof
Stone fruit	R 0.80	Carton
All other products	R 0.07	KG or part thereof
Inspections on request	Published inspection levy and/or hour and kilometre rates as listed	

In all instances where a service is delivered and unit rates are not sufficient to cover costs, the PPECB will retain the right to, at its discretion, charge hour and or kilometer rates as listed instead of or in addition to the published fees above. For administrative purposes hour and kilometer rates may be adapted to an equivalent tariff per unit.

#### HOUR AND KILOMETER RATES

Description	Fee	Unit of Measure
Normal time (8 am to 5 pm weekdays)	R 821.81	Hour
Normal overtime	R 902.47	Hour
Sundays & public holidays	R 1,009.28	Hour
Kilometer rate	R 7.01	Kilometer

- Above rates will be valid from **1 April 2023** until further notice.
- In all instances where a service is delivered and unit rates are not sufficient to cover costs, the PPECB will retain the right to, at its discretion, charge hour and or kilometer rates as listed above instead of or in addition to the published fees. For administrative purposes hour and kilometer rates may be adapted to an equivalent tariff per unit.
- Where hourly rates are charged, a minimum fee for a one hour call out will be charged. Thereafter time will be charged in half hour segments i.e. R 410.91 per half hour or part thereof. The same principle will be applied to overtime and Sunday time.
- After hour callouts are defined as all callouts made outside normal time (8am to 5pm weekdays) and will be charged for at the normal overtime or Sunday & public holiday hour rate.

## LABORATORY FEES (ISO 17025 ACCREDITED METHODS)

Description	Fee	Unit of Measure
<b>Mycotoxin Analysis using HPLC methods (MAP)</b>		
Aflatoxin B/G Statutory levy: Groundnuts 10kg (Extra charge for sample handling – R 62.54 and Transport – R 62.54)	R 1,346.45	Sample
Aflatoxin B/G: Groundnuts, tree nuts, spices, dried fruit, cereals, feeds (Minimum of 250g sample required)	R 1,414.41	Sample
Aflatoxin B/G: Groundnuts 10kg (Extra charge for sample handling – R 62.54 and Transport – R 62.54)	R 1,414.41	Sample
Ochratoxin 'A': Wines, nuts, spices, dried fruit, cereals, feeds (Minimum of 250g sample required)	R 1,414.41	Sample
Zearalenone: Cereals, pet foods, feeds (Minimum of 250g sample required)	R 1,414.41	Sample
Aflatoxin M1: Milk and milk powder (Minimum of 100ml or 100g required)	R 1,414.41	Sample
Fumonisin: Food, feed, cereals (Minimum of 250g sample required)	R 1,563.89	Sample
Patulin: Apple juice (Minimum of 100ml required)	R 1,414.41	Sample
Deoxynivalenol: Cereal and Grain (Minimum of 100g required)	R 1,563.89	Sample
T-2 and HT-2 Toxin: Animal Feed (Minimum of 100g required)	R 1,563.89	Sample
<b>Fats Analysis (FAP)</b>		
Free fatty acids: Fats, oilseeds, nuts, cereals, pet foods (Minimum of 500g sample required)	R 663.17	Sample
Peroxide value: Fats, oilseeds, nuts, cereals, pet foods (Minimum of 500g sample required)	R 663.17	Sample
<b>Pesticide Residue Testing (PAP)</b>		
MRL: Fresh fruit and vegetables, dried fruit, groundnuts and other oilseeds (Minimum of 500g required)	R 1,594.47	Sample
MRL + Ethephon: Citrus Fruit and Table grapes (Minimum of 500g required)	R 1,814.20	Sample
MRL + Fosetyl-Al: Citrus Fruit, Table grapes, Oilseeds and Oily fruit (Minimum of 500g required)	R 1,926.30	Sample
Ethephon: Citrus Fruit and Table grapes (Minimum of 500g required)	R 460.88	Sample
Fosetyl-Al: Citrus Fruit, Table grapes, Oilseeds and Oily fruit (Minimum of 500g required)	R 557.99	Sample
<b>Dairy Analysis (DAP)</b>		
Moisture: Milk, cream, primary cultured milk products, yoghurt (Min of 250ml required)	R 52.59	Sample
Moisture: Cheese (Minimum of 250g required)	R 132.59	Sample
Moisture: Condensed milk (Sweetened and unsweetened, minimum of 250ml required)	R 106.38	Sample
Protein analysis: Milk (Minimum of 50ml required)	R 624.26	Sample
Freezing point: Milk (Minimum of 250ml required)	R 377.77	Sample
pH: Milk, cream (Minimum of 250ml required)	R 151.39	Sample



**LABORATORY FEES (NON-ACCREDITED METHODS)**

Description	Fee	Unit of Measure
<b>Fats Analysis (FAP)</b>		
Moisture content: Oilseeds, nuts, dried fruit (Minimum of 50 sample required)	R 681.75	Sample
Anisidine value: Fats, oilseeds, nuts, cereal, pet foods (Minimum of 500g sample required)	R 681.75	Sample
<b>Dairy Analysis (DAP)</b>		
Fat % (Gerber): Yoghurt (Minimum of 250ml required)	R 246.49	Sample
Fat % (Gerber): Unsweetened condensed milk (Minimum of 250ml required)	R 151.39	Sample
Fat % (Gerber): Cream (Minimum of 250ml required)	R 151.50	Sample
Fat % (Gerber): Milk, sweetened condensed milk (Minimum of 500ml required)	R 194.94	Sample
Fat % (Teichert) - Dairy powder (Minimum of 250g required)	R 246.43	Sample
Fat % (Babcock): Cream (Minimum of 250ml required)	R 195.15	Sample
Fat % (van Gulik): Cheese (Minimum of 250g required)	R 379.08	Sample
Fat % (Kohman): Butter (Minimum of 250g required)	R 103.82	Sample
Salt (Kohman): Butter (Minimum of 250g required)	R 283.11	Sample
Moisture (Kohman): Butter (Minimum of 250g required)	R 377.77	Sample

**ALL CHARGES REFERRED TO IN THIS DOCUMENT EXCLUDE VALUE ADDED TAX (VAT) OF 15%.  
VALUE ADDED TAX (VAT) WILL BE CHARGED PER THE GUIDELINES OF THE SOUTH AFRICAN  
REVENUE SERVICES.**

**ENQUIRIES**

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