

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11497** *Regulasiekoerant*

Vol. 688 **7 October / Oktober 2022** **No. 47254**

PART 1 OF 6

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

ISSN 1682-5845

9 771682 584003 47254



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents

No.		Gazette No.	Page No.
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Agriculture, Land Reform and Rural Development, Department of / Landbou, Grondhervorming en Landelike Ontwikkeling, Departement van			
R. 2568	Plant Improvement Act (53/1976): Regulations relating to Establishment, Varieties, Plants and Propagating Material: Amendment of Table 8	47254	13
Employment and Labour, Department of / Department of Employment and Labour			
R. 2569	Labour Relations Act, 1995: Metal and Engineering Industries Bargaining Council: Extension of the Consolidated Main Collective Agreement to Non-Parties	47254	15
R. 2570	Labour Relations Act, 1995: Cancellation of Government Notice: Metal and Engineering Industries Bargaining Council: Registration and Administration Expenses Collective Agreement	47254	355
R. 2571	Labour Relations Act, 1995: Metal Engineering Industries Bargaining Council: Extension of the Dispute Resolution Collective Agreement to Non-Parties	47254	386
R. 2572	Labour Relations Act, 1995: Metal and Engineering Industries Bargaining Council: Extension of the Plastic Industry Main Collective Agreement to Non-Parties	47254	420
Justice and Constitutional Development, Department of / Justisie en Staatkundige Ontwikkeling, Departement van			
R. 2573	Rules Board for Courts of Law Act (107/1985) read with section 25 of the Small Claims Courts Act (61/1984): Rules regulating matters in respect of the Small Claims Courts	47254	510
Non-Governmental Organization / Nie-Regeringsorganisasie			
R. 2574	Labour Relations Act (66/1995), as amended: Commission for Conciliation, Mediation and Arbitration: Tariff of Fees	47254	687
South African Revenue Service / Suid-Afrikaanse Inkomstediens			
R. 2575	Customs and Excise Act, 1964: Amendment of Part 1 of Schedule No. 2 (No. 2/1/65)	47254	689
R. 2575	Doeane- en Aksynswet, 1964: Wysiging van Deel 1 van Bylae No. 2 (No. 2/1/65)	47254	690
R. 2576	Customs and Excise Act, 1964: Amendment to Rules (DAR 240)	47254	691

government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

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

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

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

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

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

Fake Tenders

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

How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

Closing times for **ORDINARY WEEKLY** *REGULATION GAZETTE* 2022

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

- **31 December 2021,** Friday for the issue of Friday **07 January 2022**
- **07 January,** Friday for the issue of Friday **14 January 2022**
- **14 January,** Friday for the issue of Friday **21 January 2022**
- **21 January,** Friday for the issue of Friday **28 January 2022**
- **28 January,** Friday for the issue of Friday **04 February 2022**
- **04 February,** Friday for the issue of Friday **11 February 2022**
- **11 February,** Friday for the issue of Friday **18 February 2022**
- **18 February,** Friday for the issue of Friday **25 February 2022**
- **25 February,** Friday for the issue of Friday **04 March 2022**
- **04 March,** Friday for the issue of Friday **11 March 2022**
- **11 March,** Friday for the issue of Friday **18 March 2022**
- **17 March,** Thursday for the issue of Friday **25 March 2022**
- **25 March,** Friday for the issue of Friday **01 April 2022**
- **01 April,** Friday for the issue of Friday **08 April 2022**
- **07 April,** Thursday for the issue of Thursday **14 April 2022**
- **13 April,** Wednesday for the issue of Friday **22 April 2022**
- **21 April,** Thursday for the issue of Friday **29 April 2022**
- **28 April,** Thursday for the issue of Friday **06 May 2022**
- **06 May,** Friday for the issue of Friday **13 May 2022**
- **13 May,** Friday for the issue of Friday **20 May 2022**
- **20 May,** Friday for the issue of Friday **27 May 2022**
- **27 May,** Friday for the issue of Friday **03 June 2022**
- **03 June,** Friday for the issue of Friday **10 June 2022**
- **09 June,** Thursday for the issue of Friday **17 June 2022**
- **17 June,** Friday for the issue of Friday **24 June 2022**
- **24 June,** Friday for the issue of Friday **01 July 2022**
- **01 July,** Friday for the issue of Friday **08 July 2022**
- **08 July,** Friday for the issue of Friday **15 July 2022**
- **15 July,** Friday for the issue of Friday **22 July 2022**
- **22 July,** Friday for the issue of Friday **29 July 2022**
- **29 July,** Friday for the issue of Friday **05 August 2022**
- **04 August,** Thursday for the issue of Friday **12 August 2022**
- **12 August,** Friday for the issue of Friday **19 August 2022**
- **19 August,** Friday for the issue of Friday **26 August 2022**
- **26 August,** Friday for the issue of Friday **02 September 2022**
- **02 September,** Friday for the issue of Friday **09 September 2022**
- **09 September,** Friday for the issue of Friday **16 September 2022**
- **16 September,** Friday for the issue of Friday **23 September 2022**
- **23 September,** Friday for the issue of Friday **30 September 2022**
- **30 September,** Friday for the issue of Friday **07 October 2022**
- **07 October,** Friday for the issue of Friday **14 October 2022**
- **14 October,** Friday for the issue of Friday **21 October 2022**
- **21 October,** Friday for the issue of Friday **28 October 2022**
- **28 October,** Friday for the issue of Friday **04 November 2022**
- **04 November,** Friday for the issue of Friday **11 November 2022**
- **11 November,** Friday for the issue of Friday **18 November 2022**
- **18 November,** Friday for the issue of Friday **25 November 2022**
- **25 November,** Friday for the issue of Friday **02 December 2022**
- **02 December,** Friday for the issue of Friday **09 December 2022**
- **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**

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 R**3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Closing Times for Acceptance of Notices

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

   All re-submissions will be subject to the standard cut-off times.
   All notices received after the closing time will be rejected.

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

EXTRAORDINARY GAZETTES

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

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.

5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat* / *Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.

6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.

7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.

8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.

   8.1. Each of the following documents must be attached to the email as a separate attachment:

      8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.

         8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form

         8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.

      8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. *(Please see Quotation section below for further details)*

      8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order**. Non-Government Printing Works** account customer needs to submit the proof of payment for the notice

      8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. *(Please see the Copy Section below, for the specifications)*.

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.

10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE.**

11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.

12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.

    13.1. ***Take note:*** **GPW**'s annual tariff increase takes place on ***1 April*** therefore any quotations issued, accepted and submitted for publication up to ***31 March*** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.

14. Each quotation has a unique number.

15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.

    15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.

    15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.

16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS**:

    16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.

    16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.

        16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).

17. **APPLICABLE ONLY TO CASH CUSTOMERS:**

    17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.

18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).

19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.

    19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

22. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

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

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:

24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.

24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.

24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.

24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Approval of notices

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

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

Government Printer Indemnified Against Liability

27. The Government Printer will assume no liability in respect of—

27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

Liability of advertiser

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

Customer inquiries

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.
GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.
Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.

30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.

32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.

33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.

34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.

35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.

36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.

37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

Proof of publication

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.

39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:	**Postal Address:**	**GPW Banking Details:**
Government Printing Works	Private Bag X85	**Bank:** ABSA Bosman Street
149 Bosman Street	Pretoria	**Account No.:** 405 7114 016
Pretoria	0001	**Branch Code:** 632-005

For Gazette and Notice submissions: Gazette Submissions:	**E-mail:** submit.egazette@gpw.gov.za
For queries and quotations, contact: Gazette Contact Centre:	**E-mail:** info.egazette@gpw.gov.za
	Tel: 012-748 6200
Contact person for subscribers: Mrs M. Toka:	**E-mail:** subscriptions@gpw.gov.za
	Tel: 012-748-6066 / 6060 / 6058
	Fax: 012-323-9574

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 2568 **7 October 2022**

PLANT IMPROVEMENT ACT, 1976
(ACT No. 53 OF 1976)

REGULATIONS RELATING TO ESTABLISHMENTS, VARIETIES, PLANTS AND PROPAGATING MATERIAL: AMENDMENT OF TABLE 8

The Minister of Agriculture, Land Reform and Rural Development, acting under Section 34 of the Plant Improvement Act, 1976 (Act No. 53 of 1976), hereby further amend the Regulations published under Government Notice No. R. 1064 of 23 May 1980, as amended, to the extent set out in the Schedule.

SCHEDULE

Definition

1. In this Schedule "the Regulations" means the regulations published by Government Notice No. R. 1064 of 23 May 1980, as amended by Government Notices Nos. R. 1621 of 22 July 1983, R. 2173 of 28 September 1984, R. 1287 of 14 June 1985 (as corrected by Government Notice No. R. 1524 of 12 July 1985), R. 1522 of 12 July 1985, R. 256 of 14 February 1986, R. 1489 of 11 July 1986, R. 1903 of 12 September 1986, R. 1389 of 26 June 1987, R. 1700 of 7 August 1987, R. 86 of 22 January 1988, R. 2496 of 9 December 1988, R. 1518 of 14 July 1989, (as corrected by Government Notice No. R. 1976 of 15 September 1989), R. 2092 of 29 September 1989, R. 76 of 18 January 1991, R. 1638 of 12 July 1991, (as corrected by Government Notice No. R. 1971 of 16 August 1991), R. 2119 of 24 July 1992, R. 2618 of 18 September 1992, R. 891 of 28 May 1993, R. 1590 of 27 August 1993, R. 2057 of 29 October 1993, R. 513 of 18 March 1994, R. 1465 of 26 August 1994, R. 174 of 10 February 1995 (as corrected by Government Notice No. R. 319 of 3 March 1995), R. 1976 of 22 December 1995, R. 1177 of 19 July 1996, R. 97 of 24 January 1997, R. 1011 of 1 August 1997, R. 866 of 3 July 1998 (as corrected by Government Notice No. R. 949 of 24 July 1998), R. 1284 of 16 October 1998, R. 1015 of 27 August 1999, R. 232 of 17 March 2000, R. 919 of 15 September 2000, R. 1207 of 1 December 2000, R. 430 of 25 May 2001, R. 19 of 11 January 2002, R. 547 of 10 May 2002, R.1 of 3 January 2003, R. 410 of 28 March 2003, R. 577 of 2 May 2003, R. 185 of 11 March 2005, R. 477 of 27 May 2005; R. 849 of 2 September 2005 (as corrected by Government Notice No. R. 928 of 30 September 2005), R. 131 of 17 February 2006, R. 187 of 3 March 2006, R. 770 of 4 August 2006, R. 45 of 26 January 2007, R. 56 of 2 February 2007, R. 521 of 29 June 2007, R. 430 of 11 April 2008, R. 381 of 17 April 2009, R. 99 of 19 February 2010, R. 100 of 19 February 2010, R. 928 of 22 October 2010, R. 161 of 4 March 2011, R. 86 of 10 February 2012, R. 95 of 15 February 2013, R. 312 of 26 April 2013, R. 88 of 14 February 2014, R. 81 of 13 February 2015 (as corrected by No. 191 of 13 March 2015), No. 2 of 19 February 2016, No. 182 of 3 March 2017, No. 970 of 8 September 2017, No. 1335 of 8 December 2017, No. 253 of 01 March 2019, No. 263 of 10 May 2019, No. 1361 of 25 October 2019, No. 125 of 14 February 2020, No.R. 1210 of 13 November 2020 and No.R. 221 of 19 March 2021.

Amendment of Table 8 of the Regulations

2. Table 8 of the Regulations is amended by:

(a) insertion of the variety denominations in Annexure A in the alphabetical correct position according to the relevant kind of plant in Table 8; and

(b) removal of the variety denominations in Annexure B from Table 8.

MRS ANGELA THOKOZILE DIDIZA
MINISTER FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
DATE: 07/09/2022

ANNEXURE A

Botanical name Botaniese naam	Common name Gewone naam	Denomination of variety/ Benaming van variëteit	Date of commencement / Datum van inwerkingtreding
Arachis hypogaea L.	Groundnut/Grondboon	TT006	2022-10-01
Arachis hypogaea L.	Groundnut/Grondboon	TT007	2022-10-01
Avena sativa L.	Oats/ Hawer	Pallinup	2022-10-01
Helianthus annuus L.	Sunflower	AGSUN 8251	2022-10-01

ANNEXURE B

Botanical name Botaniese naam	Common name Gewone naam	Denomination of variety/ Benaming van variëteit	Date of removal / Datum van skrapping
Zea mays L.	White Maize Open Polinated	Border King NI/05	2022-10-01

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2569 **7 October 2022**

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF THE CONSOLIDATED MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Metal and Engineering Industries 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 June 2024.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 28/09/2022

"A"

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

CONSOLIDATED

MAIN AGREEMENT

2021/2024

(for the period 1 July 2021 to 30 June 2024)

This gazette is also available free online at **www.gpwonline.co.za**

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
CONSOLIDATED MAIN AGREEMENT (2021/2024)

TABLE OF CONTENTS

PART I		Page
	SCHEDULE OF PARTIES	4
1.	SCOPE OF APPLICATION OF AGREEMENT	5
2.	PERIOD OF OPERATION OF AGREEMENT	6
3.	DEFINITIONS	7
4.	HOURS OF WORK	13
5.	OVERTIME AND PAYMENT FOR WORK ON SUNDAYS	15
6.	SHIFTWORK	17
7.	SHORT TIME	19
8.	PAYMENT OF EARNINGS	20
9.	MATERNITY LEAVE OR LEAVE i.r.o. THE ADOPTION OF A CHILD UNDER TWO YEARS OF AGE	22
10.	INCENTIVE BONUS WORK	26
11.	PAYMENT FOR PUBLIC HOLIDAYS	27
12.	LEAVE PAY	27
13.	ADDITIONAL PAID LEAVE	31
14.	LEAVE ENHANCEMENT PAY (FORMERLY KNOWN AS LEAVE BONUS)	31
15.	SPECIAL LEAVE PAY AND LEAVE ENHANCEMENT PAY PROVISIONS	34
16.	ANNUAL SHUTDOWN	34
17.	ALLOWANCES	35
18.	TERMINATION OF EMPLOYMENT	37
19.	EMPLOYMENT OF JUVENILES AND ISSUE OF CERTIFICATES, ETC	37
20.	OUTWORK, TEMPORARY EMPLOYMENT SERVICES AND LIMITED DURATION CONTRACTS	38
21.	EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE	42
22.	INSURANCE OF TOOLS	42
23.	EXEMPTIONS	43
24.	EXHIBITION OF AGREEMENT	44
25.	MANUFACTURING CERTIFICATES	44
26.	ADMINISTRATION OF AGREEMENT	45
27.	WORKING PARTNERS	45
28.	AGENTS	45
29.	INJURY ON DUTY ALLOWANCE	45

This gazette is also available free online at **www.gpwonline.co.za**

30.	UNAUTHORISED EMPLOYMENT	45
31.	PROHIBITION OF CESSION AND/OR SET-OFF	45
32.	CERTIFICATE OF SERVICE	46
33.	TECHNOLOGICAL CHANGES AND WORK REORGANISATION	46
34.	PAID SICK LEAVE	47
35.	SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT	49
36.	PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES	50
37.	LEVELS OF BARGAINING IN THE INDUSTRY	50
38.	WORKING-IN TIME ARRANGEMENTS	50
39.	STANDBY AND CALL-OUT ARRANGEMENTS	51
40.	PRODUCTIVITY BARGAINING	51
41.	EMPLOYEE SHARE OPTION PARTICIPATION SCHEMES (ESOPS) AND THE REQUIREMENTS OF THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT (BBBEE ACT)	51
42.	FAMILY RESPONSIBILITY LEAVE	51
43.	CODE OF GOOD PRACTICE ON KEY ASPECTS OF HIV/AIDS AND EMPLOYMENT	52
44.	ATTENDANCE OF WORKER REPRESENTATIVES ON NATIONAL AND REGIONAL COMMITTEES OF THE BARGAINING COUNCIL	52
45.	SPECIAL PROVISIONS LIMITED TO CONSTRUCTION SITES	53
46.	TIME OFF FOR THE TRAINING OF SHOP STEWARDS AND FOR TRADE UNION OFFICE BEARERS TO ATTEND UNION MEETINGS	53
47.	TIME OFF FOR REPRESENTATIVES OF PARTY TRADE UNIONS WHO ACT AS TRUSTEES OF THE INDUSTRY BENEFIT FUNDS OR WHO ARE OFFICE BEARERS OF THE MERSETA, METAL AND PLASTICS CHAMBER.	53
48.	EMPLOYEE TRAINING	54
49.	INDUSTRY POLICY FORUM	54
50.	GENERAL	58

PART II

SEE SEPARATE INDEX ON PAGE 61

This gazette is also available free online at **www.gpwonline.co.za**

SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

COLLECTIVE MAIN AGREEMENT

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

EMPLOYER ASSOCIATIONS WHICH ARE MEMBERS OF THE EMPLOYER FEDERATION:
- Association of Electrical Cable Manufacturers of South Africa
- Cape Engineers' and Founders' Association
- Consolidated Employers Organisation (CEO)
- Constructional Engineering Association (South Africa)
- Electrical Engineering and Allied Industries' Association
- Electrical Manufacturers' Association of South Africa (EMASA)
- Gate and Fence Association
- Hand Tool Manufacturers' Association (HATMA)
- Iron and Steel Producers' Association of South Africa
- KwaZulu-Natal Engineering Industries' Association
- Lift Engineering Association of South Africa
- Light Engineering Industries' Association of South Africa
- Non-ferrous Metal Industries' Association of South Africa
- Eastern Cape Engineering and Allied Industries Association
- Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
- S.A. Electro-Plating Industries' Association
- S.A. Refrigeration and Air Conditioning Contractors' Association (SARACCA)
- S.A. Pump Manufacturers' Association
- S.A. Valve and Actuator Manufacturers' Association (SAVAMA)

AND
- National Union of Metalworkers of South Africa (NUMSA)

AND
- Solidariteit / Solidarity

AND
- United Association of South Africa (UASA- the Union)

AND
- Metal and Electrical Workers Union of South Africa (MEWUSA)

AND
- SA Equity Workers' Association (SAEWA)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Main Collective Agreement.

This gazette is also available free online at **www.gpwonline.co.za**

MAIN AGREEMENT

PART I
CONDITIONS OF EMPLOYMENT

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Subject to the scope of registration of the Council, the terms of this Agreement shall be observed—

(a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;

(b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;

(c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the industry concerned with radio manufacture;

(d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions who are signatories to this Agreement.

(2) Notwithstanding the provisions of clause 1(1)(d), the terms of this Agreement shall not apply to employers and employees who are not members of the employers organizations and trade unions, respectively.

(3) Notwithstanding the provisions of subclause (1), the terms of this Agreement n.c.e shall not apply to the following:

(a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State.

(b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging.

(c) the manufacture of aluminium sheet and/or foil, and interrelated operations.

(d) the installation and/or repair and/or maintenance of electrical lifts and escalators.

(e) the production of iron and/or steel and/or ferro-alloys.

(f) the installation, maintenance and repair of electrical equipment referred to in paragraph *(a)(ii)* of the definition 'Electrical Engineering Industry' in clause 3 of this Agreement in the provinces of the Cape and Transvaal.

(g) the manufacture of tungsten carbide (hard metal).

(h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures.

(i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal.

(j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State.

(k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining.

This gazette is also available free online at **www.gpwonline.co.za**

(l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal.

(m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape.

(n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria.

(o) the undertaking of Billiton Aluminium S.A. (Pty) Ltd in the Magisterial District of Lower Umfolozi.

(p) the erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice R.404 of 31 March 1998 (but shall exclude the manufacture on site of palisade fencing).

(q) the servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.

(r) the Plastics Industry as defined.

(4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to -

(a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, and learners in terms of chapter iv of the Skills Development Act 97/1998, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.

(5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—

(a) the provisions of the clauses relating to Leave Pay, Additional Leave Pay and Leave Enhancement Pay of Part I of the Agreement published under Government Notice No. R.404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

(b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement.

For the purposes of this subclause, 'employed in a manufacturing or production process' shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.

(6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 44 hours per week.

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation on the date of signature for the parties until 30 June 2024.

(2) The Parties agree to submit an application for extension to non-parties to the terms of this Agreement from a date to be determined by the Minister of Labour until 30 June 2024.

This gazette is also available free online at **www.gpwonline.co.za**

3. DEFINITIONS

Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993). Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

'abnormally dirty work' means work in connection with diesel engines from the cross-head down, used marine boilers, furnaces, combustion chambers, smokeboxes, in bilges and in fuel tanks, performed on board ship;

'Act' means the Labour Relations Act, 1995 (Act 66 of 1995);

'Agreement' means the whole of the Council's 2017 to 2020 Consolidated Main Agreement, comprising the main part with all of its Annexures, each of which is an integral part of the whole agreement;

'apprentice' means an employee serving under a written contract of apprenticeship registered or deemed to have been registered with the employer under the Skills Development Act, No. 97 of 1998 and includes a minor employed on probation in terms of the Skills Development Act;

'continuous employment' means any period during which an employee has been continuously employed by the same employer and, for this purpose, periods of employment with the same employer broken by not more than 12 months from date of termination of employment to re-engagement of the employee owing to the discharge or retrenchment of the employee by the employer shall be deemed to be continuous employment, but shall not apply for purposes of calculating severance pay entitlement;

'CCMA' means the Commission for Conciliation, Mediation and Arbitration established in terms of Section 112 of the Act;

'Council' means the Metal and Engineering Industries Bargaining Council registered in terms of clause 29 of the Act;

'day shift' means, subject to the definition herein covering 'two-shift system' and 'three-shift system', any period worked by an employee between the hours of 06:00 and 18:00 on Mondays to Fridays, inclusive, and any period worked between the hours of 06:00 and 12:00 on Saturdays.

'employee' means an employee whose minimum rate of pay is scheduled in this Agreement or an employee employed under exemption from this Agreement or under conditions determined by the Council, or an apprentice;

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

'employ of the same employer' and **'employment with the same employer'** shall, for the purposes of clause 12(3)*(a)* and clause 13(1) of Part 1 of this Agreement, include unbroken employment in the same business carrying out activities which fall within the industry, whether or not the ownership of that business has altered as a result of sale, change of control, amalgamation, reconstruction, liquidation, compromise with creditors or otherwise;

'establishment' means any premises wherein or whereon the industry, or part thereof, as herein defined, is carried on;

'hourly rate' means the rate per hour for the class of work scheduled in this Agreement or, the actual rate per hour the employee is receiving whichever is the greater: Provided that where a 'rate per week' is specified, the hourly rate of the employee shall be his rate per week for his class of work scheduled in this Agreement or the actual weekly rate of the employee, whichever is the greater, divided by the number of ordinary hours worked in the establishment concerned;

'Iron, Steel, Engineering and Metallurgical Industry' means (subject to the provisions of any demarcation determination made in terms of section 62 of the Labour Relations Act, No 66 of 1995 and section 76 of the Labour Relations Act, 1956) the industry concerned with the production of iron and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys. from dross and/or scrap and/or

This gazette is also available free online at **www.gpwonline.co.za**

residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal) or parts or components thereof, and structural metalwork, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, the Lift and Escalator Industry and the Plastics Industry, but does not include the Motor Industry.

For the purposes of this definition—

"(1)*(a)* **'Electrical Engineering Industry'** means the industry concerned with—

(i) the manufacture and/or assembly from component parts of electrical equipment namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps, electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(ii) the installation, maintenance and repair of the equipment referred to in paragraph *(i)* above, but does not include the Electrical Industry;

(b) **'Electrical Contracting Industry'** means the industry in which employers and the employees are associated for any or all of the following:

(i) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(ii) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(iii) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(2) **'Lift and Escalator Industry'** means the industry concerned with the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

(3) **'Plastics Industry'** means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts of articles wholly or mainly made of such polymers into rigid, semi-rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendered, coated, compression moulded or rotation moulded, including inhouse printing on such plastics by the manufacturers, and all operations incidental to these activities.

'plastics' means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shape by flow, usually through the application, singly or together, of heat and pressure including the recycling or compounding

This gazette is also available free online at **www.gpwonline.co.za**

thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono- and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council.

(4) **'Motor Industry'** means (subject to the provisions of any demarcation determination made in terms of clause 76 of the Labour Relations Act, 1956 and/or section 62 of the Labour Relations Act 66/1995) the industry concerned with—

(a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—

(i) chassis and/or bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) electrical equipment connected with motor vehicles, including radios;

(b) automotive engineering;

(c) repairing, vulcanising and/or retreading tyres;

(d) repairing, servicing and/or reconditioning batteries for motor vehicles;

(e) the business of parking and/or storing motor vehicles;

(f) the business conducted by filling and/or servicing stations;

(g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a part of an establishment in which the assembly or repair motor vehicles is carried out;

(h) the business of motor graveyards;

(i) the business of assembly establishments;

(j) the business of manufacturing establishments where motor vehicle parts and/or spares and/or accessories and/or components thereof are fabricated,

(k) vehicle body building.

For the purposes of this definition—

(i) **'automotive engineering'** means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishment is engaged in the dismantling and repair of motor vehicles or not;

(ii) **'motor vehicle'** means any wheeled conveyance propelled by mechanical power (other than steam) or electrically, and designed for haulage and/or for the transportation of persons and/or goods and/or loads, and includes trailers and caravans, but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 27 tonnes or over, or aircraft;

(iii) **'vehicle body building'** means any or all of the following activities carried on in a vehicle body building establishment:

(aa) the construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;

(ab) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure, and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;

(ac) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(ad) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

This gazette is also available free online at **www.gpwonline.co.za**

(ae) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;

(af) the building of trailers, excluding the manufacture of wheels or axles therefor; and

(ag) all operations incidental to or consequent upon the activities referred to in paragraphs *(aa) to (af)* included;

and for the purposes of this definition, 'vehicle' does not include an aircraft, and **'Motor Industry'** as defined above does not include the following:

(i) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale;

(ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motorcars, motor lorries, or motor trucks;

(iii) the manufacture and/or maintenance and/or repair of—

(aa) civil and mechanical engineering equipment and/or parts thereof, whether or not mounted on wheels;

(ab) agricultural equipment or parts thereof; or

(ac) equipment designed for use in factories and/or workshops: Provided that for the purposes of *(aa), (ab) and* (ac) above, 'equipment' shall not be taken to mean motorcars, motor lorries and/or motor trucks;

(ad) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker, when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

'jig' or **'fixture'** or **'stop'** means a device which definitely locates the work with respect to a tool and/or a tool to the work and/or the relative position of parts while being joined together, so as to produce articles that are interchangeable within certain tolerances;

'journeyman' means an employee who has completed a contract of apprenticeship under the Manpower Training Act, 1981, or a contract of apprenticeship recognised by the Council in any one of the classes of work specified under Rate A or category 5 in Schedule G or under Group Z in Schedule F of Part II of this Agreement, or an employee who is over 21 years of age and in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman;

'juvenile' means an employee between the age of 16 and 19 years employed on any of the classes of work specified in clause *(a)*(ii) of Schedule G of Part II of this Agreement;

'law' include common law;

'learnership' means the period in which a graduated wage scale is provided for specific tasks performed over a period of time, and employees employed on operations that provide for learnership periods shall receive the graduated wage rate as specified in the operation(s) according to the period of time spent on the operation(s);

'Locksmithing Trade' means the trade in which employers and employees are associated for the opening and closing of locks for others by means other than with keys normally used, the repair, replacement, re-building or adjustment of locks and their mechanical parts, the manufacture, by non-repetitive methods, of parts designed for use in locks and the cutting of keys, but excluding the manufacture of locks and keys;

'machine' means any appliance, irrespective of the material of which it is made, but does not include an agricultural tractor;

'metal goods' does not include agricultural tractors;

This gazette is also available free online at **www.gpwonline.co.za**

'n.c.e' means not covered elsewhere;

'n.e.s' means not elsewhere specified;

'night shift' means, subject to the definition herein covering 'two-shift system' and 'three-shift system', any period worked by an employee between the hours of 18:00 and 06:00, from starting time on Monday until starting time on Saturday, except in marine work where any three or more nights worked consecutively may constitute night-shift work; (Substituted by Government Notice R941 of 6-8-99)

'ordinary hourly rate' means the hourly rate for ordinary time;

'precious metals' means the precious metals gold, silver, platinum and/or palladium, and/or any alloy containing the said precious metals or any of these in such proportion with any other metals as to be the greater part in value of such alloy;

'public holiday' means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill, as specified in Schedule 1 of the Public Holidays Act, 1994 (Act 36 of 1994): Provided that whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday;

'pupil engineer' and/or **'approved student'** means a person who is in possession of educational qualifications recognised by the Council and obtained through an educational institution likewise recognised by the Council, but shall not include a person undergoing prescribed vocational training in the course of his studies;

Note:

The magisterial districts demarcation of Regions is only for purposes of determination of the borders of Regional Councils".

"REGION A means the Western Cape Province and the Northern Cape Province but excluding the following magisterial districts in the Western Cape: Calitzdorp, Murraysburg, Oudtshoorn, and Uniondale and excluding the following magisterial districts in the Northern Cape: Barkly West, De Aar, Gordonia, Hartswater, Herbert, Hopetown, Kimberley, Kuruman, Postmasburg and Warrenton, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Cape Region), P O Box 6096, Roggebaai, 8012, or Unit 1401, 14th Floor Golden Acre Office Towers, Corner Adderley and Strand Street, Cape Town, 8001;

REGION B means the following magisterial districts in the Eastern Cape Province: Albert, Aliwal North, Barkly East, Bizana, Butterworth, Cala, Cathcart, Cofimvaba East London, Elliot, Engcobo, Flagstaff, Hoffmeyer, Idutywa, Indwe, Keiskammahoek, Kentani, King William's Town, Kwabhaca, Komga, Lady Grey, Libode, Lusikisiki, Maclear, Matatiele, Mdantsane, Middelsdrift, Mount Ayliff, Mount Fletcher, Mqanduli, Ngqeleni, Nqamakwe, Queenstown, Qumbu, Seymour (Mpofu), Sterkstroom, Stutterheim, Tsolo, Tsomo, Umtata, Umzimkulu, Whittlesea, Willowvale, Wodehouse, Victoria East and Zwelitsha and for the purposes of these particular areas, the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Border Region), PO Box 13162, Vincent, 5217, or Malcomess Park, Office No 7, St Georges Road, Southernwood, 5201.

REGION C means the Province of KawZulu Natal and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu Natal Region), P O Box 5900, Durban, 4000, or 14th Floor, Mercury House, 320 Smith Street, Durban, 4001.

REGION D means the following magisterial districts in the Eastern Cape Province: Aberdeen, Adelaide, Albany, Alexandra, Bathurst, Bedford, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Humansdorp, Jansenville, Joubertina, Kirkwood, Middleburg, Pearston, Port Elizabeth, Somerset East, Steytlerville, Steynsburg, Uitenhage, Venterstad and Willowmore and the following magisterial districts in the Western Cape Province: Calitzdorp, Murraysburg, Oudtshoorn, Uniondale, and the following magisterial districts in the Northern Cape Province: Colesburg, Hanover, Noupoort and Richmond and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining

This gazette is also available free online at www.gpwonline.co.za

Council (Midland Region), PO Box 12848, Centrahill, 6006, or 6th Floor, Old Mutual Building, 64 Govan Mbeki Avenue, Port Elizabeth, 6001.

REGION E means all the magisterial districts in the Gauteng Province, Mpumalanga Province, Northern Province (Limpopo) and North West Province, but excludes the following magisterial districts in the North West Province: Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke,Ventersdorp, Vryburg and Wolmaransstad, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P O Box 3998, Johannesburg, 2000 or Union Corporation Building, 1st Floor, 77 Marshall Street, Johannesburg, 2001."

REGION F means all the magisterial districts in the Free State and includes the following magisterial districts in the North West Province: Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp, Vryburg and Wolmaransstad, and includes the following magisterial districts in the Northern Cape Province: Barkly West, De Aar, Gordonia, Hartswater, Herbert, Hopetown, Kimberley, Kuruman, Postmasburg, and Warrenton, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Free State and Northern Cape Region), PO Box 30095, Moreskof, 9462, or Wessels & Smith Building, 2nd Floor, 26 – 28 Heeren Street, Welkom, 9459.

'repetition work' means work performed by an employee constantly engaged on one or more repetitive processes;

'templet' means a device for indicating the position of holes and/or attachments on the work and/or the form and/or contour of work;

'temporary employment service' means any person who, for reward, procures for or provides to a client other persons—

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

(b) who are remunerated by the temporary employment service;

'trainee' means an employee under training in terms of the Skills Development Act on work classified at Rate A or Category 5 in Schedule G or under Group Z in Schedule F of Part II in this Agreement or an employee under training in terms of the provisions of a contract issued or recognised by the Council;

'two-shift' and/or **'three-shift system'** means the methods of operation in establishments working two or three shifts in any period of 24 hours for not less than three months in a single period;

'Venetian Blind' and **'Allied Products Manufacturing Industry'** means the industry in which employers and the employees are associated for the carrying on of any one or more of the following activities in the Province of the Transvaal:

The design and/or assembly and/or manufacture of—

(a) venetian blinds, whether manufactured of wood, metal, bamboo, cloth or synthetic materials; and/or

(b) any other type of blind manufactured of such materials; and/or

(c) any other article or articles providing or used for sun control, other than articles manufactured wholly or mainly from plastics: Provided that the first-mentioned articles are intended for use in the interior of buildings; and/or

(d) folding doors containing wood, cloth, leather, leather-cloth or any synthetic material with a wooden, synthetic wood or metal framework, but excluding canvas awnings, canvas sunblinds and Holland blinds;

and for the purposes of this definition—

(i) **'canvas'** means a woven material made from cotton, flax, jute, hemp or similar decorticated vegetable

(ii) or acrylic fibres or mixtures thereof;

This gazette is also available free online at **www.gpwonline.co.za**

(ii) **'watchman's work'** means guarding and/or patrolling property and/or premises;

(iii) **'welding electrodes'** means any flux-coated or cored filler metal made from ferrous or non-ferrous material in stick or continuous form used in electric arc welding.

4. HOURS OF WORK

(1)*(a)* The ordinary hours of work shall not exceed 40 in any one week for—

(i) employees on day shift and/or night shift;

(ii) employees working on the two and/or three-shift system.

(b) The ordinary hours per shift shall not exceed –

(i) nine hours in any day if the employee works for five days or fewer in a week; or

(ii) eight hours in any day if the employee works on more than five days in a week.

Note: An employee's ordinary hours of work in terms of subclause (1)(a) may by agreement be extended by 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.

(2) An employer may, to facilitate the keeping of a record of the starting and stopping times and hours of work of his employees, require them to clock in and out of work and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for all time recorded by the clock which falls within the starting and stopping times of the shift for that day of the week, excluding meal breaks, as notified by the employer to his employees in terms of subclause (6) and for all time which he is required by the employer to work which does not fall within such starting and stopping times.

(3) Overtime shall be voluntary and unless otherwise authorised by the Council, the maximum overtime that may be worked by an employee in any week, including work on Sundays, shall not exceed 10 hours per week: Provided that in establishments that operate a three-shift continuous-process system, which includes up to a maximum of eight hours' overtime in the normal week, an employee shall be deemed to have agreed to regard such overtime as compulsory overtime if he accepts work at such an establishment. The additional hours worked by the employee, as a consequence of the reduction in working time in the Industry provided for in subclause (7) below, shall be paid at ordinary rates of pay.

(4) In any establishment working a two-shift or three-shift system, no employee may work at night time for more than 12 consecutive working shifts and no employee may work more than one shift in any period of 24 hours except when a change in the rotation of shifts makes this necessary.

(5) An employee shall not be required or permitted to work for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that—

(a) an employer and his employees may, by mutual consent of not less than 75 per cent of his employees, agree—

(i) to reduce the period of the interval to not less than 30 minutes, in which case the employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each work period before and after the interval, during which periods the employee shall not be required or permitted to perform any work. Such rest intervals shall be deemed to be part of the ordinary hours of work of the employee concerned; or

This gazette is also available free online at **www.gpwonline.co.za**

(ii) to reduce the period of the interval to not less than 30 minutes and to observe a 10-minute rest interval as nearly as practicable to the middle of the morning work period and may further agree to dispense with the afternoon 10 minute rest interval, subject to the proviso that such an arrangement shall mean that the normal finishing time on Fridays shall be advanced by 60 minutes and employees paid for the equivalent time not so worked;

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

(b) except as provided for in *(a)* (i), (ii) and (iii) hereof, periods of work interrupted by intervals of less than 60 minutes shall be deemed to be continuous.

(6) An employer who requires an employee to perform night work on a regular basis after 23:00 and before 06:00 the next day must –

(a) inform the employee in writing or orally if the employee is not able to understand a written communication, in a language that the employee understands –

(i) of any health and safety hazards associated with the work that the employee is required to perform; and

(ii) of the employee's right to undergo a medical examination in terms of paragraph (b);

(b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning the hazards referred to in (a)(i) above –

(i) before the employee starts, or within a reasonable period of the employee starting, such work; and

(ii) at appropriate intervals while the employee continues to perform such work; and

(c) transfer the employee to suitable day work within a reasonable time if –

(i) the employee suffers from a health condition associated with the performance of night work;

(ii) it is practicable for the employer to do so.

For the purpose of subclause (6), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per months or 50 times per year.

(7) Alternative Working Time Arrangements

1.1 Intention and Purpose:

(a) The purpose and intention of this section of the agreement is to encourage industry employees and employers to discuss and agree working time arrangements which are mutually convenient to themselves and to move away from the fixed working time provisions set out in section 4 hereof.

(b) The nature and extent of these alternative working arrangements depend on what is mutually acceptable at individual company level and may include the following types of alternative arrangements:

- Annualisation (the calculation of an employee's hours on an annual basis);
- Averaging of the working week;
- Working an unpaid additional hour each week during the year in return for an agreed number of additional days' paid annual leave;
- The operation of shifts at ordinary rates over weekends;
- Compressed working weeks (employees work up to 12 hours per day without receiving overtime payment in return for a shorter workweek); and
- any other alternative working time arrangement agreed between workers and management.

This gazette is also available free online at **www.gpwonline.co.za**

1.2 Implementation Process:

(a) It is the intention of the parties that the decision to introduce flexible working hours and the nature of this arrangement should be a voluntary one on both sides.

(b) The details of the agreed alternative working time arrangement must be recorded in writing and must be signed by the representatives of the affected parties.

(c) Where consensus on the introduction of alternative working time arrangements cannot be reached between management and employees then the following procedure shall be implemented:

Step 1:

The matter shall be referred to the relevant Regional Council for conciliation. Two assessors, one from the employer side and one from the trade union side may, by mutual agreement, be appointed to assist the conciliator. The assessors shall be selected from outside the workplace.

Step 2:

Where Step 1 is unsuccessful in resolving the dispute, both parties or either party may refer the matter to arbitration in an attempt to settle the dispute. The costs of the conciliation and subsequent advisory arbitration process (where this is undertaken) shall be negotiated at establishment level. Two assessors, one chosen by the trade unions and one by the employers, will be appointed to assist the arbitrator. The assessors shall be selected from outside the workplace.

Step 3:

Should Step 2 not be successful, the arbitrator will then decide the matter in terms of advisory arbitration.

Step 4:

Where the parties choose not to follow the conciliation/advisory arbitration process set out in Steps 2 and 3 above or should either party not be prepared to accept the advisory arbitration decision, they will be free to pursue the matter in terms of legal industrial action. Alternatively, the parties may agree in advance that the arbitration decision will be final and binding, in which case no legal industrial action may be implemented.

(9) Every employer shall display in his establishment in a place readily accessible to his employees a notice specifying the starting and finishing times of work for each shift or shifts of the week and the meal hours.

5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

(1) Except as provided for in clause 6(5) of this Part of the Agreement, time worked by employees after the completion of the usual shifts in the establishment concerned shall be regarded as overtime and be paid for as follows:

(a) At one and one-half times the hourly rate until the usual starting time of the employee's next normal shift: Provided that in the case of establishments working a five-day week, time worked on Saturdays shall be paid for at one and one-half times the hourly rate.

(b) Fatigue Shift:

(i) Where over-time is worked after the completion of the normal hours of a shift, the employee must be allowed a rest period of at least eight hours before the next normal shift starts.

(ii) Where the rest period extends into the next shift, then the overlapping period into the shift is regarded as a paid period that the employee is not required to work.

(2) Whenever an employee is called out on urgent work any time after six hours of having completed his normal shift, he shall be paid at one and one-half times his hourly rate for time worked from the time he commenced work until the usual starting time of his next normal shift: Provided that an employee who is called out on urgent

This gazette is also available free online at **www.gpwonline.co.za**

work shall in any case be paid at one and one-half times his hourly rate for time worked from midnight until the usual starting time of his next normal shift.

(3) Whenever an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times his hourly rate for time worked until the usual starting time of the shift.

(4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request, an employee working a five-day week shall be paid at one and one-half times his hourly rate, reckoned from when he starts work and an employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in subclause *(l)*:
Provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at one and one-half times the hourly rate of the employee. For purposes of this subclause 'usual starting time' means the usual starting time on an ordinary working day.

(5) Whenever an employee (other than an employee engaged on urgent maintenance and/or urgent repairs) works on a Sunday, he shall be paid at double the hourly rate for time worked, with a minimum payment of double the hourly rate for the hours of a normal shift: Provided that where the employer provided for work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(6) *(a)* Employees engaged on urgent maintenance and/or urgent repairs (referred to hereafter as 'urgent work') shall be paid for work on Sundays at not less than double the hourly rate for the hours worked, with a minimum payment of not less than four hours' pay at double the hourly rate in respect of the hours worked. Where such work extends into the afternoon period, a minimum payment of eight hours at double the hourly rate shall apply.

(b) **'Urgent work'** means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery and/or Sunday work in connection with ships, where such repairs are necessary to avoid delay to the ship or are essential to the proper functioning thereof.

(7) The provisions of this clause relating to payment for work on Sundays shall not apply in respect of shifts commencing on Sunday night in establishments working a two-shift or three-shift system, which shall be paid for as follows:

(a) For the hours worked before midnight, at one and one-half times the ordinary hourly rate, plus 15 per cent;

(b) after midnight until completion of the shift, at the ordinary hourly rate, plus 15 per cent.

(8) For the purposes of this clause—

(a) **'a normal shift'** is one-fifth of the ordinary weekly hours of work of an establishment working a five-day week or one-sixth of the ordinary weekly hours of work of an establishment working a six-day week;

(b) **'usual starting time'** means the starting time on an ordinary working day.

(c) **'overtime payment'** shall be made in accordance with clause 5(1)(a); and

(d) Unless otherwise agreed overtime shall be worked on a voluntary basis.

(9) Notwithstanding the provisions of subclause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

This gazette is also available free online at **www.gpwonline.co.za**

(a) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and

(b) where an employee is absent from work with the permission of his employer or absent on account of sickness in accordance with clause 34 or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this subclause shall be made as provided for in clause 8 of this Part of the Agreement.

(10) Notwithstanding the provisions of subclause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked. The hours so deducted shall be paid for at the employee's ordinary rate and shall be regarded as ordinary hours worked for the purpose of calculating the contributions to be submitted to the Engineering Industries Pension Fund, the Metal Industries Group Pension Fund, Metal Industries Provident fund and the National Bargaining Council the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund in terms of the Agreements regulating these Funds: Provident that-

(a) the provisions of this clause shall not apply to hours worked by an employee on a Sunday; and

(b) where an employee is absent from work with the permission of his employer or absent on account of sickness in accordance with clause 34 or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payments under this subclause shall be made as provided for in clause 8 of this Part of the Agreement.

6. SHIFT WORK

(1) Night-shift work shall be paid for at the ordinary hourly rate applicable, plus 15 per cent.

(2) *(a)* In order to be on night-shift work an employee must work three or more consecutive nights between 18:00 on Monday and 06:00 on Saturday of the same week, except in marine work where any three or more nights worked consecutively may constitute night-shift work.

(b) An employer may only require an employee to perform night work (meaning work performed after 18h00 and before 06h00 the next day) if transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.

(3) Not less than six hours shall elapse between the employment of an employee on night shift and on day shift: Provided that an employee may work during such interim period of six hours if overtime is paid at one and one-third times the ordinary hourly rate.

(4) In establishments working a two-shift system or three-shift system, payment shall be as follows:

(a) ***Two-shift system:***

(i) Work ordinarily performed on the shift commencing in the morning shall be paid for at ordinary hourly rates: Provided that if the shift commences before 06:00, time worked prior to 06:00 shall be paid for at the ordinary hourly rate, plus 15 per cent;

(ii) work ordinarily performed on the second shift shall be paid for as follows:

(aa) When the hours for the complete shift fall wholly within any period from 18:00 to 06:00, at the ordinary hourly rate plus 15 per cent;

This gazette is also available free online at **www.gpwonline.co.za**

(ab) When the hours for the complete shift do not fall wholly within any period from 18:00 to 06:00, at the ordinary hourly rate, plus 8 per cent, until midnight, and after midnight, at the ordinary hourly rate, plus 15 per cent.

(b) ***Three-shift system:***

Work ordinarily performed on the—

(i) second shift, shall be paid for at the ordinary hourly rate, plus 8 per cent;

(ii) third shift, shall be paid for at the ordinary rate, plus 15 per cent.

(c) The employer and employee(s) will by mutual arrangements agree on how work performed on Sundays and public holidays will be paid. A copy of the Agreement will be lodged with the Regional Council.

In the absence of such an Agreement, work performed on a Sunday and on a Public Holiday will be paid in accordance with sections 5 and 11 of this Agreement.

(5) Time worked by employees on shift systems after the completion of the usual shift in the establishment concerned shall be regarded as overtime and be paid for as follows:

(a) At one and one-half times the increased hourly rate;

For the purposes of the above, 'increased hourly rate' means the ordinary hourly rate plus the amount per cent payable thereon at the concluding time of the shift.

(6) Notwithstanding the provisions of sub-clause (5), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

(a) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and

(b) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this subclause shall be made as provided for in clause 8 of this Part of the Agreement.

(7) Notwithstanding the provisions of subclause (5), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked. The hours so deducted shall be paid for at the employee's ordinary rate and shall be regarded as ordinary hours worked for the purposes of calculating the contributions to be submitted to the Engineering Industries Pension Fund, the Metal Industries Provident Fund and the National Bargaining Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund in terms of the Agreements regulating these Funds: Provided that—

(a) the provisions of this subclause shall not apply to hours worked by an employee on a Sunday; and

(b) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this sub-clause shall be made as provided for in clause 8 of this Part of the Agreement.

This gazette is also available free online at **www.gpwonline.co.za**

7. SHORT-TIME

For the purpose of this clause, "**short time**" means the implementation of reduced working time, i.e. fewer number of hours per day and/or fewer number of days per week, owing to a shortage of work and/or materials and any other justifiable contingencies and/ or unforeseen contingencies and/or circumstances beyond the control of the employer.

(1) ***Notification:***

(a) An employer shall give the Regional Council, affected employees and affected party trade unions five calendar days' notice of the intention to implement short time hours. The employer shall, during the five calendar day notification period, consult with the representatives of the officials of the trade union and/or elected shop stewards on the manner in which the short time working will operate. The union officials shall make themselves available to meet with the employer over the five day period and, where not available within this time period, then the employer must consult directly with the elected shop stewards.

(b) The employer shall, as far as practicable, spread the work available amongst the employees affected.

(c) An employer shall not be required to pay wages to his employees, except for the periods actually worked.

(d) An employer shall, give the Regional Council, affected employees and affected party trade unions two clear working day's notice of the intention to increase or reduce short time hours.

(e) An employer shall give the Regional Council, affected employees and affected party trade union(s) five calendar days' notice if short time is to continue for more than six weeks from the date of original implementation. During this time period the employer shall consult with the representatives of the officials of the trade union(s) and/or elected shop stewards on the continuation of short-time or alternatives therein as contained in the security-of-employment provisions of Annexure "A" to this Agreement.

(2) ***General:***

(a) The provisions of clause 5 of this Agreement relating to overtime payments shall not apply in respect of time worked in excess of specified daily short-time hours, but less than the ordinary working hours for such working day of the week: Provided that should the employer require an employee to work in excess of the daily short-time hours, but fails to give the notice prescribed in subclause (1)*(d)* then such period so worked shall be remunerated at a penalty rate equivalent to the applicable overtime rate for the period so worked beyond the short-time hours for a maximum period of two days.

(b) For the purposes of this clause, the notice prescribed in subclause (1)(a) shall not apply in respect of short time working caused by unforeseen contingencies and/or circumstances beyond the control of the employer including but not limited to power problems, interruptions and/or failures, machinery breakdown, theft, fire and/or flood: Provided that;

(i) Where the employer elects to send employees home they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day; and

(ii) Where the employer believes resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.

(iii) Unforeseen contingencies and/or circumstances referred to above shall not include inclement weather.

(iv) The purpose of the five day notification period is to allow the employer and the representatives of the trade union and/or elected shop stewards to meet in order to consult on the manner in which the short time working will operate. This may include meetings convened on a Saturday and/or Sunday.

This gazette is also available free online at **www.gpwonline.co.za**

8. PAYMENT OF EARNINGS

(1) *(a)* Except as provided for in subclause (2), any amount due to an employee in terms of this Agreement shall be paid weekly, in cash, on Friday. Payment shall be made by not later than the ordinary stopping time, and shall include all payments due to the employee, calculated up to and including the shift completed on the preceding Tuesday of the same week: Provided that where employment terminates before the ordinary payday, all payments due to the employee in terms of this Agreement shall be paid to him on his employment so terminating.

(b) Every employee shall, on payment, be given a statement showing the name and address of the employer, the name and occupation of the employee, his total earnings, ordinary time and overtime payments, allowances, deductions and the number of shifts accrued towards holiday leave.

(c) An employer and elected shop stewards shall communicate the prevailing method of payment observed in an establishment to a newly employed employee and draw the employee's attention to subclause (2)(e), if applicable

(2) *(a)* Notwithstanding the provisions of subclause (1)*(a)*, an employer may, with the consent of or at the request of an employee, agree that any amount due to the employee in terms of this Agreement shall be paid weekly, fortnightly or monthly in cash or by cheque or to the credit of such employee with a bank, building society or registered deposit-receiving institution as nominated by the employee: Provided that where employment terminates before the ordinary pay day applicable to such an employee, the employer shall pay all payments due to such an employee in terms of this Agreement—

(i) upon his employment so terminating; or

(ii) where the employer and employee concerned mutually agree to a termination of employment period longer than the period provided for in this Agreement, by not later than the last day of the termination of employment period agreed upon.

(b) An employer may, with the mutual consent of at least 75 per cent of his employees, agree that the provisions of this subclause shall apply to all employees in the establishment.

(c) Where, by mutual agreement, the method of payment of employees changes from weekly to monthly, the Council shall be deemed to have approved such agreement: Provided that—

(i) all payments due to the employee(s) in terms of this Agreement shall be payable to the employee(s) two banking days before the last working day of each calendar month;

(ii) the monthly remuneration of employee(s) shall not be less than the amount the employee(s) would have been entitled to, had such employee(s) been paid weekly;

(iii) employee salaries shall be increased by not less than the equivalent of any statutory increase payable in terms of any Council agreement from time to time;

(iv) all other provisions of the Agreement shall continue to apply unless otherwise exempted;

(v) all contributions payable in terms of any Council agreement applicable to such employee shall be maintained unless the employee(s) or the establishment is legally exempted or excluded from payment of such contributions.

(d) The provisions of subclause (2)*(b)* may be implemented with immediate effect in respect of those employees in favour of monthly payment procedures, subject to the Regional Council concerned being advised in advance. In respect of those employees not in favour of monthly payment procedures the employer shall, before implementing the provisions of subclause (2)*(b)*, give the employees and the Regional Council at least three months' notice in advance of the introduction of monthly payment procedures in respect of those employees and specify the manner in which payment of earnings will be made.

This gazette is also available free online at **www.gpwonline.co.za**

(e) Any employee entering into employment in an establishment where the provisions of subclause (2)*(b)* apply, shall be deemed to have accepted such monthly payment as a condition of employment.

(f) Notwithstanding anything to the contrary contained in this Agreement, payment of leave pay and leave enhancement pay may be made in accordance with the provisions of subclause (2) in the same manner as that by which payment of earnings is made.

(3) Except as otherwise provided in this Agreement, no deduction of any description, other than the following, may be made from the amount payable in terms of this Agreement to any employee:

(a) For board or lodging or both in accordance with clause 1(2) of Part II of this Agreement;

(b) for canteen services where the deduction is authorised by stop order terminable by the employee at not more than 28 days' notice of termination of his agreement to this deduction;

(c) where an employee is absent from work, including absence during any unpaid leave granted in extension of the paid leave provided for in this Agreement, a pro rata amount for the period of such absence;

(d) with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds or contributions to recreation funds;

(e) contributions to funds levied in terms of Bargaining Council Agreements;

(f) any amount paid by an employer, compelled by law, ordinance or legal process, to make payment on behalf of an employee;

(g) where an employer, due to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of overpayment by deduction from subsequent wages or earnings, subject to the following provisions:

(i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 15 per cent of the wages or earnings from which it is deducted;

(ii) no such deduction shall be made from any leave pay or leave enhancement pay payable under this Agreement either to the employee or to the Council;

(iii) no such deduction or deductions shall be made unless the employer, in writing, notifies the employee prior to the time of the first deduction, and the Council within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, and the amount of the proposed deduction or deductions;

(h) upon the written request of the employee, deductions required by him for the purpose of reducing his liability on a loan which has been made for the purchase or improvement of immovable property of the employee or the redemption of any loan to the employee against the security of such property, whether such property is held or to be held by the employee freehold or on leasehold, sectional title or otherwise: Provided that—

(i) such property is occupied or will be occupied by the employee or a dependant of the employee;

(ii) no deduction shall be made from any leave enhancement pay or termination leave pay payable under the Agreement either to the employee or to the Council;

(iii) no single deduction shall exceed 25 per cent of the earnings, before all other deductions, but excluding any payment for overtime;

(iv) the loan creditor is the employer, a pension or provident fund acting in terms of its rules, a

This gazette is also available free online at **www.gpwonline.co.za**

(v) building society, any other organisation approved by the Council or any one or more of such persons or bodies acting jointly;

(4) With the written consent of the employee, deductions in respect of subscriptions to a trade union party to the Council shall be deducted by the employer from the wages of an employee.

Any subscriptions so deducted shall be paid by the employer to the trade union concerned by no later than the 15th day of the month immediately following the month to which the subscriptions relate, and shall be accompanied by a written statement containing the following details in respect of each employee from whose wages subscriptions are being deducted:

(i) Surname and initials;

(ii) Identity number, if available;

(iii) Amount deducted;

(iv) Period in respect of which subscriptions were deducted.

(new subclause (4) inserted by Government Notice R.1491 of 27 November 1998)

(5) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

(6) Where in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

(7) The employer shall keep a record of each payment to each employee for a period of not less than 3 years. The record must reflect the employee's name, date of birth, job grade, date of engagement, date of termination (where applicable), rate of pay, nature of each payment and, in the case of wages, the total earnings, ordinary time and overtime payments, allowances, deductions and number of shifts accrued towards holiday leave.

9. MATERNITY LEAVE OR LEAVE i.r.o. THE ADOPTION OF A CHILD UNDER TWO YEARS OF AGE

Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee who is unable to continue working due to pregnancy and adoption of a child under two years of age:

(1) For the purposes of this clause:

(a) 'employee' means an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age and includes employees employed in a manufacturing or production process whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement, but does not apply to the work carried out by administrative staff and/or those employees employed on non-production operations;

(b) 'permanent employee' means any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(c) 'substitute employee' means any employee other than an employee who is specifically employed on short term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(2) (a) A permanent employee shall be entitled to the following benefits when such employee is unable to continue employment owing to pregnancy or the adoption of a child under two years of age:

This gazette is also available free online at www.gpwonline.co.za

	Period of unpaid Leave		
	Pregnancy	**Stillborn confinement**	**Adoption of children under two years of age**
Employees with one year or more continuous service with the same employer.	26 weeks	12 weeks	26 weeks
Employees with less than one year's continuous service with the same employer	18 weeks	8 weeks	18 weeks

(b) A qualifying employee, falling under the scope of the industry's Sick Pay Fund Agreement, shall receive a maternity benefit from the Sick Pay Fund equating to 100% of her wages for a six month period. This benefit will be enjoyed by all members of the Sick Pay Fund.

(3)(a) The employer and employee shall enter into a written agreement specifying –

(i) the date of return to work mutually agreed upon between the employer and employee;

(ii) that should the employee wish to return to work earlier than the date referred to in (i), the employee shall give the employer not less than four weeks' prior notice of such intention;

(iii) provided the employee is so entitled, the benefits the employee is eligible for, from the Metal and Engineering Industries Sick Pay Fund or in respect of the employee's participation in any other fund, organization or scheme providing benefits in respect of pregnancy or adoption of a child under two years of age and in respect of which exemption has been granted or is granted, from the provisions of the Metal and Engineering Industries Sick Pay Fund Agreement; and the employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and should assist the employee to complete the claim(s) prior to the date of proceeding on maternity leave or leave in respect of the adoption of a child under two years of age in order that such claims may be submitted on proceeding on maternity leave;

(iv) the details of the employee's occupation and rate of pay at the time of proceeding on maternity leave.

A female employee seeking to utilize the adoptive leave provisions shall notify the employer of the institution of the adoption proceedings and shall keep the employer informed of progress in the adoption process, including the anticipated date that the adoption will take effect.

(4) Provided the employee returns to work on the date referred to in paragraph (3)(i) or (3)(ii) of this clause, the employer shall place the employee -

(i) in the same or in a similar position to the position held prior to her proceeding on maternity or adoption leave;

(ii) on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment that applied prior to the maternity or adoption leave.

(5) On returning to work the employee shall—

(i) be treated as having unbroken service, except that the period of absence shall not be counted as service for the purpose of leave pay and leave enhancement pay calculation in that leave cycle;

(ii) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;

(iii) be entitled to any increase prescribed for the job grade in any collective agreement which comes into operation during the period of absence;

(iv) not suffer any decrease in status relative to other employees as a result of the period of absence.

(6) During the period of maternity or adoption leave provided for in this clause, the employer shall be entitled to employ a substitute temporary employees on a short-term contract of employment as provided for in the Annexure to this clause at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee, or where there is no rate prescribed in this Agreement, at the rate normally paid to an employee employed for work in operative or manufacturing processes. Short-term

This gazette is also available free online at www.gpwonline.co.za

contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—

(i) on the return to work of the employee who is absent;

(ii) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier return to work, as provided for in sub clause (3)(a)(ii) above.

The substitute temporary employee shall signify acceptance of these conditions in writing. If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.

(7) During an employee's pregnancy an employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if the employee is required to perform night work (between the hours of 18h00 and 06h00) and it is practical for the employer to do so.

(8) For the purposes of any retrenchment or reduction in the workforce that may arise during the absence of any employee, the employee shall be classified and dealt with as an employee in employment. Should such circumstances arise, all substitute temporary employees shall be retrenched before permanent employees.

(9) The provisions of clause 12(5) of this Agreement in respect of leave pay and clause 14(3) in respect of leave enhancement pay shall be applied on proceeding on maternity leave.

(10) The provisions of section 25, "Maternity Leave" of the Basic Conditions of Employment Act shall apply, as changed by the context of this clause.

This gazette is also available free online at **www.gpwonline.co.za**

SHORT-TERM CONTRACT OF EMPLOYMENT FOR SUBSTITUTE TEMPORARY EMPLOYEES

In terms of clause 9 of the Main Agreement:

CONTRACT OF EMPLOYMENT

The employer hereby agrees to engage the services of .....
.....
(the substitute temporary employee) and the substitute temporary employee hereby agrees to accept service with the employer on the following terms and conditions:

(i) The duration of this Contract of Employment shall be for a maximum period of six months from ..... to ..... or shall terminate upon re-employment of (the permanent employee) in terms of clause (ii) below.

(ii) The Contract of Employment shall terminate on the agreed date of return of .....(the permanent employee) or three weeks after the substitute temporary employee has been given written notice that the permanent employee has given the employer notice of an earlier return to work, as the case may be, as provided for in clause 3(a)(ii) of the Main Agreement.

(iii) For the purpose of any retrenchment or reduction in the workforce that may arise during the absence of the permanent employee, all substitute temporary employees shall be retrenched before permanent employees.

(vi) On completion of the contract period as detailed in (i) or (ii) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but shall be completion of contract.

(v) The remaining conditions of employment, not expressly detailed above, shall be the existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry.

(vi) Where employment continues after the return of the permanent employee (.....), this contract shall automatically terminate and the provisions of the Main Agreement shall apply.

The substitute temporary employee hereby acknowledges that he understands and accepts the contents of this contract.

Signed at.....on.....
Employer.....
Employee.....
Witness .....

25

10. INCENTIVE BONUS WORK

Subject to the general conditions set out below, an employee may work for his employer under the following system of incentive bonus work:

(1) The conditions contained in this Agreement relating to overtime, night-shift work and work on Sundays and public holidays shall apply and wages shall be calculated at the hourly rate for that class of work scheduled in this Agreement.

(2) An employee engaged on incentive bonus work shall be allowed a rest period of 10 minutes as near as possible to the middle of the morning and afternoon work periods, such rest periods to be reckoned as working time and paid for at the hourly rate for that class of work scheduled in this Agreement.

(3) Incentive bonus work rates shall be fixed by mutual arrangement between the employer and the employee who is to perform the work, and the shop steward shall be consulted if desired by either of the parties: Provided that incentive bonus work rates in foundries shall be fixed by mutual arrangement by a pricing committee, which shall consist of the employer and/or his representative and three employees, one of whom shall be the shop steward and one an employee who is engaged or is to be engaged on the incentive bonus work.

(4) In the event of a dispute concerning the incentive bonus work rate and failing an arrangement being come to in settlement between the parties, the matter shall forthwith be referred to the Bargaining Council by one or both of the aggrieved parties.

(5) Pending an arrangement being come to on the incentive bonus work rate, or in the event of the incentive bonus work rate being referred to the Council in terms of subclause (4), the employee shall proceed with the job in accordance with the incentive bonus work rate allowed by the management.

(6) Any adjustment resulting from the Council's decision which is in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council.

(7) Time during which an employee is abnormally prevented from proceeding with his work, shall, if the employee is required to stand by, be paid for at the hourly rate for that class of work scheduled in this Agreement with Agreement conditions in respect of overtime and night shift when applicable. Time during which an employee is standing by shall not be taken into account in calculating bonus earnings.

(8) No payment shall be made for delays which are normal in the establishment concerned and which have been considered when fixing the time allowance.

(9) No rate agreed upon between an employer and an employee shall be considered satisfactory if such rate does not enable an average employee engaged on the particular bonus rate work to earn not less than 10 per cent above the rate for that class of work scheduled in this Agreement.

(10) In all cases, the employee shall be guaranteed the hourly rate for his class of work, irrespective of earnings, for the hours worked.

(11) An employee working on incentive bonus work shall be paid on the normal pay day of each week.

(12) Incentive bonus work rates or basis times once established may not be altered except for the following reasons:

(a) A mistake in the calculation of either side; or

(b) a change in the material, means or methods of production or the quantities; or

(c) a mutual arrangement has been come to between the employer and the employee in the same way as a new bonus work rate is arranged.

(13) The Council may, for any reason it deems fit, prohibit any establishment from working incentive bonus work or from working under any system which the Council considers to be a system of incentive bonus work.

(14) With the coming into operation of this Agreement, incentive bonus rates shall be re-negotiated: Provided that the arrangement applicable shall not be less favourable than that provided for in subclause (9).

This gazette is also available free online at **www.gpwonline.co.za**

(15) Apprentices may not be employed on incentive bonus work unless the prior permission of the Council has been obtained and the apprentice has completed his first two years' apprenticeship or has obtained the full N2 certificate.

11. PAYMENT FOR PUBLIC HOLIDAYS

(1) *(a)* If an employee does not work on a public holiday that falls on a day which otherwise is an ordinary working day for such an employee, including periods of short time and lay offs, he shall be paid at his ordinary rate for the ordinary working hours of that day of the week.

(b) If an employee works on a public holiday which falls on a day which otherwise is an ordinary working day for such an employee, he shall be paid for the number of hours payable in terms of subclause (1)*(a)* and shall, in addition, be paid at one and one-third times the hourly rate for time worked up to the said number of hours. Thereafter he shall be paid two and a half times the hourly rate until the usual starting time of the next day.

(c) If an employee works on a public holiday that falls on a Sunday, he shall be paid in accordance with the provisions of clause 5 of this Agreement which relates to payment for time worked on Sundays. Notwithstanding the provisions of this subclause time worked on a Christmas Day which falls on a Sunday shall be paid in terms of subclause (1)*(d)* of this clause.

(d) If an employee works on a public holiday which falls on a day which otherwise is not an ordinary working day for such an employee, he shall be paid an amount which shall be not less than the wage payable to such an employee in respect of the time which is ordinarily worked by him on a working day and shall, in addition, be paid at one and one-third times the hourly rate for time worked up to the said number of hours. Thereafter he shall be paid two and a half times the hourly rate until the usual starting time of the next day.

(2) The provisions of subclause (1)*(b)* shall not apply in establishments working a two and three shift system in respect of the hours worked on a public holiday which forms part of the normal shift: Provided that the normal shift immediately prior or subsequent to that on which such hours have been worked shall be regarded as the public holiday to which the provisions of this clause shall apply.

(3) For the purposes of this clause, the ordinary hourly rate of employees employed on incentive bonus work shall be the hourly rate for the class of work scheduled in this Agreement.

12. LEAVE PAY

(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall, subject to *(a)*, *(b)*, *(c)* and *(d)* hereof, be computed at the hourly rate as defined in this Agreement which the employee is receiving or entitled to receive on the date of qualification for his paid leave.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto, as provided for in clause 12(3)*(g)* of Part I of this Agreement, shall be calculated at the rate applicable as at the date on which he became entitled to such leave: Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave: Provided further that if any statutory increase occurs during the period between the qualification date and the date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospective from the date of coming into force of such increase.

This gazette is also available free online at **www.gpwonline.co.za**

(b) The leave pay of an employee in respect of whom the Council has granted an exemption at his own request to take his leave after the four-month period provided for in clause 12(3)*(g)* of Part I of this Agreement, shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee became entitled to leave: Provided always that for purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include such statutory increase which came into effect subsequent to the date on which the employee qualified for leave.

(i) In the case of an employee entitled to three consecutive weeks' paid leave in terms of clause 12(3) of Part 1 of this Agreement, the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of three weeks from the date on which the employee qualified for the leave.

(ii) In the case of an employee entitled to four consecutive weeks' paid leave in terms of clause 13 of Part I of this Agreement, the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of four weeks from the date on which the employee qualified for leave.

(c) The leave pay of an employee whose leave, at the request of the employer, and only after an exemption has been applied for and been granted by the Council, is postponed beyond the four-month period provided for in clause 12(3)*(g)* of Part I of this Agreement, shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee actually proceeds on leave. If any statutory increase occurs whilst the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay retrospective from the date on which such increase became effective by the amount of such increase.

(2) Leave payments of employees employed on incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the leave becoming due or over the number of weeks actually worked during the period of employment on incentive bonus work, whichever is the lesser period.

(3) Every employee shall be entitled under this Agreement to three consecutive weeks' paid leave, subject to the following conditions:

(a) The qualification for the paid leave (whether worked for one or more employer) shall be 283 shifts, exclusive of overtime, actually worked on a six-day week basis, or 234 shifts, exclusive of overtime, actually worked on a five-day week basis: Provided that—

(i) except as is otherwise provided for in proviso (ii), employment with the same employer for less than 25 shifts on a six-day week basis or 20 shifts on a five-day week basis, as the case may be, shall not count for the paid leave: Provided that an employee whose employment is terminated after working 13 shifts on a six-day week basis or 10 shifts on a five-day week basis, as the case may be, shall be credited for purposes of paid leave with the number of shifts he has actually worked for that employer: Provided further that where an employee's service is broken in terms of this proviso and he resumes work for the same employer he shall, if he does not work for another employer in the interim, be credited for purposes of paid leave with the total number of shifts worked for such employer;

(ii) when, in the case of employees employed in marine work and/or turnaround work, the employment is terminated by the employee, employment with the same employer for less than 25 shifts, on a six-day week basis or 20 shifts on a five-day week basis, as the case may be, shall not count for paid leave, but where the employment is terminated by the employer, all shifts worked and/or as allowed for in terms of proviso (iii) shall count for paid leave;

This gazette is also available free online at **www.gpwonline.co.za**

(iii) periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis, as the case may be, in any one qualifying period for paid leave, shall count for the paid leave: Provided that an employer shall be entitled to call upon the employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes if such accident has been admitted as falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence counting for purposes of paid leave shall be the periods of disablement admitted by the said Act;

(iv) periods of absence on the additional week's paid leave or accumulation thereof provided for in clause 13 of this Part of the Agreement shall count for purposes of paid leave to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned;

(v) short shifts worked whilst working short time shall count as shifts actually worked. Employees working 24 hours or more, spread over three or four days, and employees on a three-shift system working three or four shifts per week, shall—

(aa) be credited with the full shifts for an ordinary week for purposes of the paid leave referred to in this clause, for up to three (3) months in any calendar year; and

(ab) thereafter, be credited with one additional shift per week and above those shifts actually worked for purposes of the paid leave referred to in this clause.

(vi) Periods of absence on account of lay-offs in terms of item 2 of Annexure "A" aggregating not more than 48 shifts on a six-day week basis or 40 shifts on a five-day week basis, as the case may be, in any one qualifying period for paid leave, shall count for paid leave.

(vii) Periods of absence whilst participating in protected industrial action in terms of Section 64 of the Labour Relations Act, shall count for paid leave.

(b) The leave shall include four weekends and be for one unbroken period.

(c) Should an employee proceed on leave, the employer shall, for each public holiday which falls within the employee's period of leave and which otherwise would have been an ordinary working day for such an employee extend the leave period by one working day with full pay.

(d) Payment for each such public holiday as contemplated in 12(3)(c) above shall be paid to the employee in a manner as provided for in clause 8 of this Agreement by his employer on his ceasing work to go on leave or in such manner as agreed between the employer and the employee.

(e) Should an employee who is required by his employer to work away from his usual place of domicile be about to take his paid leave, the leave shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.

(f) Application for the leave shall be made by an employee within one month of the date on which he becomes entitled thereto.

(g) The leave shall be granted by the employer so as to commence within a period of four months of the due date.

(h) An employee shall be entitled to and shall take his leave within a period of four months from the due date, unless exemption is granted by the Council.

(i) No employee shall engage in any employment for gain during the period of his leave.

This gazette is also available free online at **www.gpwonline.co.za**

(4) *(a)* When an employee is about to take his paid leave, the moneys payable to him for the purpose thereof shall be paid to him in a manner as provided for in clause 8 of this Agreement by his employer on his ceasing work to go on leave.

(b) The employer shall, at the time of making the payment referred to in *(a)* and in clauses 13 and 14 of this Part of the Agreement, forward to the Council a leave pay and leave enhancement pay receipt drawn up in a form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(5) When the employment of an employee terminates before he becomes entitled to paid leave in terms of subclause (3), he shall, according to whether the establishment works a six-day week or a five-day week, be paid leave pay pro rata to the number of shifts worked or, at his request, be furnished with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes. In such case, the employee shall receive the voucher at the same time as he leaves the employer's service and the employer shall immediately forward to the Secretary of the Regional Council for the area in which the employee was engaged the money equivalent of the leave to which the employee is so entitled, computed as provided for in subclause (1) or subclause (2), whichever is applicable, less any deduction compelled by law for income tax.

(6) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of leave pay shall be payable to his estate or himself, as the case may be.

(7) *(a)* After not less than 49 weeks have elapsed, reckoned from the date upon which the period of employment covered by the voucher commenced, an employee who has been furnished with a voucher in terms of subclause (5) and is no longer employed in the Industry shall be entitled, subject to paragraph *(b)*, on presenting the voucher to the Council in the region of origin, to payment thereon of any unpaid balance standing to his credit in the books of the Council.

(b Any voucher issued to an employee in terms of subclause (5) shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall, on the expiration of such period, accrue to the Council. Amounts so accruing to the Council shall be credited to a Fund designated 'The Trust Fund Advances Fund' from which the Council in its absolute discretion may—

(i) advance to employees the money equivalent of the paid leave entitlement forwardable to the Council in terms of subclause (5) and/or the money equivalent of the leave enhancement pay entitlement forwardable to the Council in terms of clause 14 of this Part of the Agreement, as the case may be; or

(ii) pay to employees in whole or in part wages and/or earnings and/or the money equivalent of any paid leave and/or leave enhancement pay entitlement in cases where such moneys or part thereof would otherwise be lost to employees by reason of the insolvency or liquidation of any employer: Provided that—

(aa) any amounts accruing to the Council in terms of paragraph *(b)* which the Council may regard as being in excess of a sufficient reserve in the Trust Fund Advances Fund may be accrued to the Council funds, but shall not be accrued to the Trust Fund Advances Fund or to the Council funds until a further period of six months has elapsed after the expiration of the two-year period, and any valid claims presented during such six-month period shall be paid by the Council;

(ab) the Council shall consider any claim that may be made by any employee after the expiration of such six-month period, and may in its discretion make *ex gratia* payments from the Trust Fund Advances Fund (or from such amounts accrued to Council funds in the event of the depletion of the Trust Fund Advances Fund) to such employees as are referred to herein.

This gazette is also available free online at **www.gpwonline.co.za**

(8) Except as otherwise provided herein employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service or the date on which he last became entitled to the paid leave, whichever is the later.

(9) The Council may make reciprocal arrangements with any other industry for the interchange of leave pay vouchers to the benefit of employees leaving the Industry.

13. ADDITIONAL PAID LEAVE

(1) Subject to subclause (3), an employee qualifying after the date of coming into operation of this Agreement for his fourth or subsequent consecutive paid leave deriving from continuous employment with the same employer as provided for in terms of clause 12(3) of this Part of this Agreement shall, at that date and each year thereafter, whilst in the employ of the same employer, at the option of the employee, be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof; Provided that by mutual arrangement between the employer and the employee—

(a) the paid leave referred to in clause 12(3) of this Part of this Agreement may be extended by an extra week; or

(b) the extra week's paid leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such weeks' paid leave.

(2) Whenever the employer and the employee come to the arrangement provided for in subclause (1)*(b)* and the employee has qualified for three such extra weeks' paid leave (hereinafter referred to as 'the accumulated paid leave'), the employer shall grant and the employee shall take the accumulated paid leave when he is given and takes the paid leave provided for in clause 12(3) of this Part of this Agreement, unless the employer and the employee agree to the accumulated paid leave being taken at a different time, in which case the employer shall enable the employee to take the accumulated paid leave in the period before he next qualifies for paid leave. Should the employee fail to take the accumulated paid leave within such period, the employer shall, upon the employee proceeding on the next paid leave in terms of clause 12(3), pay out the equivalent value of the accumulated leave forthwith to the employee, whereupon his title thereto shall cease.

(3) Where an employee qualifying for his fourth period of paid leave in terms of subclause (1) was in the employ of the employer concerned for part only of the qualifying period for the first period of paid leave, he shall be entitled to a proportion of the extra week's paid leave or the equivalent value thereof *pro rata* to the leave qualification completed with that employer in respect of the first period of paid leave. On qualification for any subsequent consecutive period of paid leave the provisions of subclauses (1) and (2) shall *mutatis mutandis* apply.

(4) Upon the termination of the employment of an employee who has become entitled to but has not yet received the equivalent value of the additional period of paid leave provided for in this clause, he shall be paid for such extra paid leave as he has qualified for and not received: Provided that when the employment of such an employee terminates during his fourth or subsequent consecutive years of continuous employment with the same employer, he shall, according to whether the establishment works a six-day week or a five-day week, be paid for the additional leave pay *pro rata* to the number of shifts worked, subject to the provisions of subclause (3) above.

14. LEAVE ENHANCEMENT PAY (L.E.P.)

"For the purposes of this section –

'Leave Qualification' shall have the meaning ascribed to it in Sections 12(3)(a) and 16(5)(a) respectively in Part I of this Agreement;

'Annual Shutdown' means a Company level arrangement in terms of which all employees proceed on leave at the same point in time;

'Staggered Leave' means a Company level arrangement in terms of which leave qualification is determined by date of employment of every individual employee;

This gazette is also available free online at **www.gpwonline.co.za**

'L.E.P.' means Leave Enhancement Pay;

(1) (a) Every employee shall be entitled under this Agreement to L.E.P. calculated at 8.33% of the actual hourly rate applicable on the date on which the employee proceeds on leave, which shall be calculated according to the following formulae:

Employees working a five-day week:

Actual ordinary weekly wage x 52 weeks x 8.33% x number of shifts worked divided by 234; (excluding allowances)

Employees working a six-day week:

Actual ordinary weekly wage x 52 weeks x 8.33% x number of shifts worked divided by 283; (excluding allowances)

Note: For purposes of calculating leave enhancement pay, periods of absence provided for in subclause 12(3)(a) must be taken into account.

(b) The leave enhancement pay of an employee who terminates his service or whose employment is terminated by the employer shall be calculated at 8.33% of his actual hourly rate at the date of termination of such employment and shall be calculated according to the following formulae:

Five-day week actual ordinary weekly wage rate x 52 weeks x 8.33% x number of shifts worked divided by 234 (excluding allowances).

Six-day week actual ordinary weekly wage rate x 52 weeks x 8.33% x number of shifts worked divided by 283 (excluding allowances).

(c) Where employees and employers agree to the electronic transfer of their wages into a bank account on a monthly basis, then the provisions of the Agreement requiring the working of a stipulated number of qualifying shifts as set out in subclause (a) and (b) above, for purposes of leave pay and leave enhancement pay, will not apply to these employees.

Important Notes.

(a) For purposes of the above calculations the figures "234" and "283" constitute the maximum number of shifts any employee can work in order to qualify for leave and is dependant on whether a five or six day working week is in operation;

(b) For purposes of calculating L.E.P. the term "Actual Ordinary Weekly Wage" excludes any allowances payable to employees.

(2) Whenever an employee to whom this subclause applies qualifies for and takes his paid leave after the date of coming into operation of this Agreement, he shall at the same time be paid leave enhancement pay pro rata from the date of engagement in the case of an employee qualifying for his first period of paid leave in the service of an employer.

(3) Whenever the employment of an employee terminates before he becomes entitled to paid leave, the employee shall be paid leave enhancement pay, proportionate to the number of shifts credited to him for leave purposes or, at his request, he shall be credited with a share of the leave enhancement pay calculated in the same manner.

(4) No leave enhancement pay shall be credited for periods of employment which in terms of clause 12(3)(a)(i) and (ii) of this Part of the Agreement do not count towards the paid leave.

(5) Every employer in the industry is required to make an adequate monthly financial provision for the payment of employees leave enhancement pay. The parties to this Agreement regard full compliance with this provision as being of particular importance.

This gazette is also available free online at **www.gpwonline.co.za**

(6) An employer may enter into an arrangement with the Bargaining Council to transfer the employees' monthly leave enhancement pay entitlement to the Bargaining Council for collection, safekeeping and distribution to the affected employees when due, in terms of this section.

(7) Monthly Contribution Scheme.

(a) As from 1 January 2003 employers in the industry shall, on a voluntary basis, be entitled to submit to the Council a monthly contribution towards the annual L.E.P. entitlements of their employees;

(b) Whilst the provisions of this Clause provide for contributions in respect of the annual L.E.P. entitlements of employees, nothing herein contained shall preclude employers from making similar monthly contributions towards the employees annual leave pay entitlement.

(c) The Council's monthly L.E.P. collection scheme, as referred to in (a) above, shall be available in respect of all scheduled and unscheduled employees for whom the employer makes such monthly L.E.P. contributions. All employees for whom contributions are paid over to the Council must be identified by name, I.D. number and the bank account number of the employee;

(d) For purposes of sub-clauses (b) and (c) hereof the Council shall establish a L.E.P. fund into which all contributions received from employers will be deposited. Whilst participation in the Council" monthly contribution scheme will be the employers' discretion, continued participation shall be compulsory once contributions commence in respect of the particular year in which contributions are made;

(e) The employer may elect to discontinue participation in the Council's monthly contribution scheme in a specific year only after all employees on whose behalf the employer had paid over L.E.P. contributions qualified for and received their annual LE.P. entitlements.

(f) Any interest earned in the L.E.P. fund account resultant from the monthly contributions shall accrue to the Council and will be transferred to the Council's general account for its disposal.

(g) Should any firm contributing on a monthly basis to the Council L.E.P. scheme be placed under provisional Liquidation the Council shall, provided it is made aware thereof, inform the liquidator of the monies standing to the L.E.P. credits of all affected employees;

(h) Due to administrative costs the Council will not pursue the failure by an employer to make the monthly contributions;

(i) The Council shall, when so requested by the employer at the time of qualification for L.E.P., pay over to the employer or into the individual employees' bank accounts the contributions paid over by the employer to the Council as L.E.P. monies. The Council shall not accept responsibility for any shortfall in employee L.E.P. entitlements at qualification dates and its responsibility will be for payment of contributions made.

(j) Complaints lodged by employees alleging short payment of L.E.P. monies shall be treated as a contravention of a Collective Agreement of the Council. Should the Council investigation identify deliberate underpayments, the Council reserves the right to charge the employer a fee for services rendered.

(k) The date/s on which such L.E.P. monies become payable by the Council shall be determined by the employer subject to a 30-day notice period. Where employment terminates prior to employee's qualification for paid leave and L.E.P., the employer shall be required to make such pro-rata payments and reclaim such monies from the Council.

(l) The manner in which the Council shall transfer the employees' entitlements shall either be by direct transfer into the employers or employees' bank account or alternatively, by a bank guaranteed cheque. For purposes hereof the Council shall be guided by the employers request.

(m) The Council shall deem employers who do not wish to participate in the Council's L.E.P. monthly contribution scheme as financially capable of meeting their obligations in this regard.

This gazette is also available free online at **www.gpwonline.co.za**

(8) Exemptions:

i. Exemptions from leave enhancement will only be granted under exceptional circumstances;

ii. The exemption application must be supported by appropriate financial statements showing sufficient financial hardship to warrant the exemption sought;

iii. If granted, the employer should then be obliged to become a compulsory contributor to the monthly contribution scheme as set out in sub-clause (7) above.

iv. Exemption applications, from establishments observing annual shutdown arrangements, must be submitted to the Bargaining Council on or before 31 October.

15. SPECIAL LEAVE PAY AND LEAVE ENHANCEMENT PAY PROVISIONS

Notwithstanding the provisions of clauses 12 and 14 an employee whose conditions of employment cease to be regulated by this Agreement due to promotion or change in occupation to an occupation not provided for in this Agreement, shall be entitled to leave pay and leave enhancement pay calculated in accordance with the provisions of clauses 12 and 14 which shall be paid to him on termination of employment, or the date when he next proceeds on leave, or the date on which he would have been entitled to go on leave had this Agreement continued to regulate his conditions of employment, whichever is the earlier date.

16. ANNUAL SHUTDOWN

(1) Except as provided for in subclauses (2) and (3), every employer who wishes to observe an annual shutdown of the establishment or department thereof in terms of the provisions of this clause shall apply to the Regional Council concerned at least nine months in advance of the intended shut-down of the establishment or department thereof, as the case may be, and shall have first obtained the consent of the Regional Council Committee before implementing these provisions of the Agreement.

(2) Employers who were observing an annual shutdown arrangement for the purpose of the paid leave prior to the coming into operation of this Agreement shall be deemed to be observing an annual shutdown and are not required to advise the Regional Council concerned of the observance of that arrangement.

(3) Every employer entering the Industry after the commencing date of this Agreement shall, within one month of commencing operations, advise the Regional Council concerned whether the leave provisions of the Agreement or, alternatively, an annual shutdown, will be observed.

(4) Where an annual shutdown is to be observed, the establishment (or department, as the case may be) shall be closed for such unbroken period as will enable employees who have qualified for paid leave in terms of clause 12(3) of this Part of the Agreement to take their full paid leave extended by any days that must be added in terms of clause 12(3)*(c)*, and the period of the closure shall, as near as practicable, fall between the same dates in each 12-month period.

(5) *(a)* Any employee who at the date of the closing of an establishment in terms of subclause (4), is not entitled to the full period of the paid leave prescribed in clause 12(3) of this Part of the Agreement shall be paid leave pay and the leave enhancement pay referred to in clause 14 of this Part of the Agreement proportionate to the qualification for the paid leave completed at the date of the closing of the establishment. The employment of any employee thus affected shall be deemed to commence from date of re-opening of the establishment (or department, as the case may be) for the purpose of his qualification for his next paid leave.

(b) Notwithstanding anything to the contrary contained in this Agreement, any employee who actually worked all available shifts during the period from the first day after the previous year's annual shutdown up to and including the last shift preceding the current shutdown shall be entitled to full pay and leave enhancement pay as provided for in this Agreement: Provided that for the purposes of this subclause, all

This gazette is also available free online at **www.gpwonline.co.za**

shifts not actually worked but for which an employee is entitled to credit towards his/her leave qualification in terms of this Agreement shall be counted as shifts actually worked.

(6) Nothing herein contained shall operate to preclude an employer from employing the services of employees required for essential work during the period of the shutdown: Provided that the names of the employees whose services are required for essential work (other than maintenance work as herein defined) and the reasons therefore shall be notified to the Council at least one month in advance of the employees' services being required: Provided further that any such employees whose services are retained during the period of the shut-down shall be given their paid leave in conformity with the remaining provisions of the Agreement.

'Maintenance Work' referred to herein means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery.

(7) Where an employer observes an annual shutdown, he shall display in the establishment nine months before the date of the shutdown a notice setting out the date of the next annual shutdown.

(8) Every employer who elects to observe the annual shutdown shall be bound to carry on with that arrangement and shall not depart therefrom except by giving at least 12 months' notice to his employees of his intention to depart from the arrangement and by obtaining the consent of the Regional Council Committee to the proposed change.

(9) Where an employer who observes an annual shutdown in terms of this clause terminates the employment of an employee and the proportionate period of paid leave accrued to the employee at the date of termination would extend from that date into the annual shutdown and the employer re-engages the same employee within one month after the re-opening of the establishment, the employee shall be entitled to payment as provided for in clause 11 (1) of this Part of the Agreement in respect of the public holidays referred to in that subclause which fell within that period of the paid leave accrued to the employee at date of termination that would have extended into the period of the annual shutdown, and the employer shall, upon his re-engaging the employee after the re-opening of the establishment, make such payment to the employee if it has not already been made.

17. ALLOWANCES

(1) ***Traveling and subsistence allowance:***

(a) This clause makes provision for traveling and subsistence provisions and allowances in respect of the following categories or classes of employees:

(i) **Group A**

Employees who are occasionally required to work away from their usual place of work.

(ii) **Group B**

Site work employee: A site work employee is an employee who by reason of his employment is normally required to live away from his usual place of residence. For purposes of this clause the place where the employee first presents himself for employment shall be regarded as his usual place of residence.

(iii) **Group C**

The provisions of clause 17(A) shall not apply in respect of the following categories of employees:

(aa) Employees who are recruited, or who present themselves at a site for employment, at that specific site.

(ab) Employees who by reason of their employment are normally required to work in various sites but are not required to live away from their usual place of residence.

This gazette is also available free online at **www.gpwonline.co.za**

(b) **Group A**

This clause applies to employees who are occasionally required to work away from their usual place of work.

(i) Where an employee is required to work away from his usual working place, the employee shall be provided with transport conforming to applicable local road ordinance requirements, at the employer's expense, or be reimbursed by the employer for traveling expenses as mutually agreed between the employer and employee if the employer does not provide transport.

(ii) The employee shall be paid at his normal hourly rate for traveling during ordinary hours of work and at half his normal hourly rate outside the ordinary hours of work.

(iii) Where the employee is required to work or travel in excess of three hours of the commencement or of the completion of such employee's normal working hours the employer shall reimburse the employee for substantiated meal expenses incurred during this period of traveling.

(iv) Where overnight stay is required, the employer shall provide and pay for all accommodation and meals, but where accommodation only is provided the employer shall pay the subsistence allowance as set out in Part II clause 2*(a)*, for each night of overnight stay.

(c) **Group B**

This clause applies to site work employees, i.e. employees who by reason of their employment are normally required to live away from their usual place of residence.

(i) The employer shall provide the employee with transport conforming to applicable road ordinance requirements, at the employer's expense, or if the employer does not provide transport to reimburse the employee for traveling expenses as mutually agreed between the employer and employee under the following circumstances:

(aa) *On transfer to site:* From the place where the employee first presents himself for employment to the site.

(ab) *On termination of employment*: From the site to the railway station nearest the employee's usual place of residence. This shall not apply where the termination occurs within the first month of employment, provided such termination is not as a result of the completion of the work for which the employee was employed.

(ac) *On annual leave*: From the site to the railway station nearest to the employee's usual place of residence on proceeding on annual leave and return to the site following completion of the annual leave.

(ad) *On transfer to a new site*: From that site to a new site where the employee accepts employment at the new site.

(ii) The employer shall pay for meals whilst traveling in terms of (i) above. Bedding shall also be provided if overnight rail travel is necessary.

(iii) The employer shall provide accommodation and meals on site. Where accommodation is provided but no meals are supplied then the employee shall be entitled to the subsistence allowance set out in Part II clause 2*(a)*.

(iv) Where employees engaged to work at one place are required to work at another place and to report at an assembly point to be transported to such other place before the normal starting time, such employees shall be paid "traveling rates" at half rates for all time spent in being transported to and from the job outside of normal working hours and/or be paid at ordinary rates for any time during which they are being transported during ordinary hours of work.

This gazette is also available free online at **www.gpwonline.co.za**

(2) ***Abnormally dirty work allowance*** (for 'abnormally dirty work' as defined):

(a) Where an employee (other than an employee expressly engaged as a cleaner) is required to work on abnormally dirty work, he shall be paid an allowance, in addition to any other remuneration to which he is entitled under this Agreement, of 60c per shift or part thereof.

(b) Where an employee has completed the hours of an ordinary shift on abnormally dirty work, he shall when he works overtime on abnormally dirty work for not less than four hours, be paid a further 60c.

(3) ***Height allowance:*** Whenever an employee who does not customarily work aloft is required to work on ships and/or floating vessels, whether afloat or dry, at a height of over 6 m above topdeck level in circumstances necessitating the use of a safety belt, he shall, in addition to any other remuneration to which he is entitled under this Agreement and for the period for which he is so occupied or for one hour, whichever is the greater, be paid an allowance of 8 per cent of his hourly rate.

(4) ***Acting allowance:*** Where a lower-rated employee is requested to act in the capacity of a higher-rated employee for more than 4 hours, the employee must receive an acting allowance, from the first hour of acting, calculated as his/her actual rate plus 20% of the higher scheduled rate, on the proviso that the employee cannot earn above the minimum rate for the higher rated job.

18. TERMINATION OF EMPLOYMENT

Note: The periods of notice in respect of retrenched employees are set out in Annexure A of this Agreement

1. A contract of employment terminable at the instance of the employer or the employee may be terminated by providing the following notice periods:
   a. if the employee has been employed for six months or less with the same employer: One week's notice
   b. if the employee has been employed for more than six months but not more than one year with the same employer: Two weeks' notice.
   c. if the employee has been employed for one year or more with the same employer: Four weeks' notice
2. Provided that this shall not affect -
   (a) The right of an employer or employee to terminate a contract of service without notice for any good cause recognized by law as sufficient;
   (b) Any agreement between an employer and employee providing for a longer period of notice than the periods referred to in sub-clause 1(a), (b) and (c) above.
3. Provided further that an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.
4. Whenever the contract of service is terminated by the notice period referred to in sub-clauses 1(a), (b), (c) or 2(b) above and the employee fails to give notice or to work such notice period, the employer may deduct pay in lieu of such notice period in the establishment concerned.
5. For the purposes of this clause, "week" shall be a week consisting of the ordinary hours of work as referred to in clause 4(1)(a)(i) and (ii) of this Agreement. Notice must be given on the first day at the commencement of the working week for the employee.
6. The termination of employment by an employer on notice in terms of the Main Agreement does not prevent employee challenging the fairness or lawfulness of the termination or dismissal.

19. EMPLOYMENT OF JUVENILES AND ISSUE OF CERTIFICATES, ETC

(1) No employer shall employ a juvenile under clause *(a)*(ii) of Schedule G of Part II of this Agreement without obtaining the prior approval of the Council and a certificate from the Council in such form as it may determine.

(2) Any permission given in terms of subclause (1) may be withdrawn by the Council for any good and sufficient reason it deems fit, and on receipt of notification from the Council the employer shall forthwith dispense with the

This gazette is also available free online at **www.gpwonline.co.za**

services of the juvenile to whom the notification refers or, as the case may be, retain the juvenile's service at the full rate prescribed for the class of work performed.

(3) When permission is withdrawn in terms of subclause (2), the employer shall forthwith return the certificate to the Council for cancellation.

(4) No employer shall, as from the date of coming into operation of this agreement, employ any person on work classified at Rate A, or Category 5 in Schedule G or under Group Z in Schedule F of this agreement, other than an apprentice, trainee or a learner in terms of the Skills Development Act, No.97 of 1998, or an employee who has completed an apprenticeship contract in terms of the Manpower Training Act, 1981, or an employee in possession of a certificate issued or recognised by the Council which enables such an employee to be employed as a journeyman on any of the classes of work specified at rate A, Category 5 in Schedule G or under Group Z in Schedule F of Part II of this agreement.

20. OUTWORK, TEMPORARY EMPLOYMENT SERVICES AND LIMITED DURATION CONTRACTS

(1) Subject to the provisions of clause 198 of the Act—

(a) no employer shall require or allow an employee to undertake any class of work covered by this Agreement elsewhere than in his establishment, except where such work is in execution or completion of any order placed with that employer, and no employer shall require or allow any employee of any other employer to undertake on his behalf any class of work covered by this Agreement, except where such work is in execution or completion of an order placed by that employer with the other employer; and

(b) no employee shall solicit or take orders for or undertake any class of work covered by this Agreement for sale and/or for gain either on his own account or on behalf of any other person or firm whilst he is in the employ of any employer engaged in the Industry.

(2) Every employer undertaking to execute or complete any work in any region other than the region in which his establishment is registered with the Council shall notify the nature and place of work in writing to the Regional Council for the area in which the work is done within seven days of the commencement of such work and shall maintain at such place of work a register of the hours worked by all employees and their remuneration in respect thereof.

(3) No employer shall utilise the services of workers within the meaning of clause 198 of the Act unless the temporary employment service provides proof to the employer of—

(a) the registration number allocated by the Director-General of Labour, in pursuance of the application of the provisions of the Unemployment Act ,1966 to the temporary employment service;

(b) the registration number allocated by the Compensation Commissioner in pursuance of the application of the provisions of the Compensation For Occupational Injuries and Diseases Act 130 of 1993, to the temporary employment service;

(c) the registration number issued by the Council in respect of the temporary employment service in pursuance of the Council's Registration and Administration Expenses Agreement.

(4) An employer who procures a worker or workers within the meaning of section 198 of the Act from a temporary employment service shall notify the region as defined in clause 3 of this Agreement in writing of the business name and physical business address of the temporary employment service concerned within seven days from the date on which the services of the worker or workers procured are utilised within that region or, if the services of such workers are already being utilised at the date of coming into operation of this subclause, within seven days of the date of coming into operation of this subclause.

(5) An employer who procures a worker or workers within the meaning of clause 198 of the Act from a temporary employment service shall complete a form in the format determined by the Council in respect of each such

This gazette is also available free online at **www.gpwonline.co.za**

worker and such form shall be signed by both the employer and the worker concerned declaring that the particulars therein are correct.

(6) The form referred to in subclause (5) above shall contain the following particulars:

(a) The name, telephone number, residential address and identity number of the worker;

(b) the business name, business telephone number and physical business address of the temporary employment service concerned;

(c) the date from which the employer utilises the services of the worker and the expected termination date;

(d) the site or workshop address where the services of the worker will be utilised;

(e) the anticipated normal hours and overtime to be worked by the worker;

(f) whether the worker will be engaged on work scheduled in this Agreement as Rate A work;

(g) the scheduled occupation in terms of this Agreement applicable to the worker.

(7) The employer shall submit the form referred to in subclause (5) above to the region as defined in clause 3 of this Agreement within seven days after he has commenced utilising the services of the workers concerned.

(8) The temporary employment service and the client shall be jointly and severally liable if the temporary employment service, in respect of any of its employees, contravenes—

(a) a collective agreement, concluded in a Bargaining Council that regulates terms and conditions of employment;

(b) a binding arbitration award that regulates terms and conditions of employment;

(c) the Basic conditions of Employment Act, or

(d) a determination made in terms of the Wage Act.

Any employer who utilises the services of a temporary employment service should, in view of the possible financial risk involved, ensure that the temporary employment service is complying with the Collective Agreement of the Council.

(9) A worker supplied by a temporary employment service to an employer in the industry and who performs work scheduled in this Agreement shall be regarded as an employee for purposes of this Agreement.

(10) Where the employee reasonably expected the employer to renew a fixed-term contract of employment on the same or similar terms, but the employer offered to renew it on less favourable terms or did not renew it, such employee shall be regarded as having been dismissed. In such cases the date of dismissal shall be the date on which the employer offered the less favourable terms or the date on which the employer notified the employee of the intention not to renew the contract.

(11) *(a)* A Temporary Employment Service (TES):

(i) who have undergone a verification audit conducted by the Council; and

(ii) who have successfully met all the requirements of the checklist;

may be permitted to operate as temporary employment services providers in industry.

(b) A TES is obliged to utilise the same terms and conditions of employment that would be applicable to a company - when engaging an employee on a fixed term or limited duration contract of employment for a company, namely:

(i) Sitework

Employment in terms of a contract which specifies that employment is in respect of a specific construction site for the duration of the site contract or a specific portion or section thereof.

This gazette is also available free online at **www.gpwonline.co.za**

(ii) Turnaround work

Employment in terms of a contract of employment which specifies that employment is for the duration or portion thereof, of

(aa) a contract secured by the employer to carry out specified installation, maintenance, overhaul or development work on existing equipment or on an installation not owned by the employer; or

(bb) major maintenance, overhaul or development work on equipment or an installation owned by the employer necessitating the recruitment of employees over and above the normal complement.

(iii) Ship repair work

Employment in terms of a contract of employment that specifies that employment is for the duration or portion thereof of a specific contract secured by the employer to carry out repairs on a particular vessel.

(iv) Short-term fluctuations in workload

Employment in terms of a limited duration contract of employment which arises out of a situation where the employer is necessitated to take on additional employees, through a temporary employment service provider, as a result of having secured additional work of a short-term nature. This employment will be limited in duration to a period not exceeding four months.

(c) **General**

i. All employees including those employed on a limited duration contract will have access at plant level to social facilities including canteens, toilet and ablution facilities.

ii. No employer shall require the procurement of employees from a TES for any period beyond that which is envisaged in the Limited Duration Contract of Employment provisions contained in Annexure "A" of the Collective Main Agreement.

iii. Where a worker works for a period beyond the terms of the contract such workers shall become permanent.

iv. All workers procured through a TES will enjoy all existing terms and conditions of employment outlined in the Collective Main Agreement and may not be granted a package rate exemption, which takes into account all benefits payable to employees as an hourly rate of pay, other than overtime and Sunday time.

v. Procured workers may not elect the option of choice in becoming members of the retirement schemes offered to employees in the Metal and Engineering Industries.

vi. To better monitor the prevalence of employees procured by TES, a separate monthly return to the Metal Industries Fund Administrators must be endorsed by a client in the industry whose workers have been procured through a TES to confirm the period for which employees are procured and the number thereof in each instance of procurement.

vii. Where an employer intends to use TES workers in scheduled occupations in the direct production process on a permanent basis, then clause 37 (i.e. the no-strike clause) should not be construed to limit the parties' right to take industrial action in accordance with the provisions of the Labour Relations Act.

This gazette is also available free online at **www.gpwonline.co.za**

LIMITED DURATION CONTRACT OF EMPLOYMENT

(The employer) .....agrees to engage the services of (the employee) and the employee hereby agrees to accept service with the employer on the following terms and conditions:

(i) *(a)* The contract of employment in terms of clause 3 of Annexure A to the Main Agreement shall be for a maximum period of .....months/weeks from date of employment, for the purpose of site work/turn-around work/ship repair work (delete whichever is not applicable) from .....to .....or completion of the specific work detailed hereunder:

.....

.....

b) The contract of employment for short-term fluctuations in workload shall not exceed a period of four months from date of employment, viz from ..... to ....., or completion of the specific work detailed hereunder:

(***Note:*** Should a period longer than four months be required to complete a specific task or activity, the period and the specific task or activity must be specified hereunder:)

.....

.....

(ii) On completion of the contract detailed in (i) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but as completion of contract.

(iii) The remaining conditions of employment, not expressly detailed above, shall be existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry, subject to the limitation set out in (ii) above.

(iv) Where employment continues after completion of this contract in terms of (i) above this contract shall become null and void and the provisions of the Main Agreement shall apply.

(v) Subject to the amendment of the general conditions of employment as set out in (ii) above, the engagement conditions shall be:

(a) Occupation.....

(b) Rate of pay.....

(which shall not be less than the rate scheduled in the Main Agreement).

The employee acknowledges that he/she understands the contents of this contract and signifies acceptance thereof.

Signed at..... on.....20...

Employer .....

Employee.....

Witness .....

Note: The employer and employee shall, during the period of employment in terms of this contract, observe the provisions of the applicable Benefit Fund Agreements.

This gazette is also available free online at **www.gpwonline.co.za**

(12) (a) Labour brokers who do not meet all the statutory requirements in terms of registration with the Bargaining Council and MIBFA will be deemed to be non-compliant labour brokers and shall be liable for prosecution by the Bargaining Council.

(b) Likewise, employers who make use of labour broker services who do not meet all statutory requirement in terms of registration with the Bargaining Council and MIBFA will be deemed to be non-compliant employers and shall be liable for prosecution by the Bargaining Council in terms of the applicable penalties of the Bargaining Council agreements.

(c) Employees engaged by a labour broker shall be entitled to all terms and conditions of employment as contained in this Agreement, including all Social Security Benefits from day one of employment.

(d) Employees engaged by a labour broker will be treated no differently from employees employed by an employer on a permanent or limited-duration contract or fixed-term basis, in relation to the Council and MIBFA terms and conditions.

(e) The parties commit to discouraging and minimising the use of temporary employment services in the industry and encouraging the permanent employment relationship between the employer and employee. This commitment will be referred to the Industry Policy Main Agreement Forum for continued and on-going engagement between the Parties.

(f) The employer and the labour broker will be held jointly and severally liable for contraventions of Council agreements, rules and all instances of non-compliance.

(g) The Parties furthermore commit to ensuring the observance of fair labour practices when it comes to the relationship between employers, employees and labour brokers. Accordingly, in a serious endeavour to mitigate the risk arising out of the administration of unfair labour practices, the Parties undertake that as far as it is practicably possible to do so, the administration of fair disciplinary action will be administered by trained and professional persons in the employ of the secondary employer, where the capacity exists, or the primary employer, where it is not possible for the secondary employer to do so, e.g. where it is alleged that misconduct has taken place outside the secondary employers premises.

(13) Employers who have been granted a "flat-rate" exemption in terms of which all employee entitlements are incorporated into a single, comprehensive hourly wage may only apply this to employees engaged on work construction sites. It may not be used in manufacturing establishments.

(14) This Agreement shall apply to all Labour Brokers in the Industry and employees of Labour Brokers will enjoy the wage structures and all the benefits of the Bargaining Council Agreements.

21. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

22. INSURANCE OF TOOLS

Every employer shall take out an insurance policy with a registered insurance company insuring tools, which are the private property of his journeyman, apprentice and machinist employees, against the loss of tools arising out of a fire on the employers' premises. The cover under this clause for insurance of tools shall be from R2,500.00 to 100% of the replacement value of the tool, where the value can be proven.

This gazette is also available free online at www.gpwonline.co.za

23. EXEMPTIONS

1. ***General***

(a) Any person bound by this Agreement may apply for exemption.

(b) The authority of the Council is to consider applications for exemptions and grant exemptions.

(c) Applications for wage increase exemptions must be submitted to the Bargaining Council:

(i) In the year of signing this Agreement, party employers may submit an application for exemption from the wage increases within thirty (30) days of signature of this Agreement (i.e. 22 October 2021).

(ii) If the Consolidated Main Collective Agreement is extended to non-parties and published in a Government Gazette, non-party employers may apply for exemption. Non-party employers will be required to submit their applications for exemption to their respective Regional Bargaining Council Offices, in accordance with the relevant provision of the Bargaining Council's Exemptions Policy attached as Annexure J.

(iii) In the second and third year of the Agreement (i.e. 1 July 2022 to 30 June 2023 and 1 July 2023 to 30 June 2024), party employers will be required to submit their applications for exemption to their respective Regional Bargaining Council Offices, in accordance with the relevant provision of the Bargaining Council's Exemptions Policy attached as Annexure J, by no later than 31 July 2022 and 31 July 2023 respectively.

(d) In the event that the Exemptions Policy during the period of this Agreement, is amended in any way, the amended Policy will replace the existing policy on a date to be agreed upon between the Parties.

(e) An application for exemption from the provisions of the collective agreement shall be decided within 30 days.

2. ***Fundamental principles for consideration***

(a) All applications must be in writing and fully motivated and sent to the Regional Office of the Council for the area in which the applicant is located.

(b) In scrutinising an application for exemption the Council will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application, including:
-audited financial statements for the financial year under review; auditors report together with balance sheets and income statements for the last three (3) months immediately prior to the application;
-business plan; and
-motivation.

(c) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application.
Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application.
Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

(d) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.

(e) Wage and wage related exemptions shall not generally be granted beyond the expiration of the Agreement provided that the Council may at its discretion and on good cause shown agree to a longer period (but not an indefinite period).

(f) Applications for exemptions involving monetary issues may not be granted retrospectively.

(g) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.

This gazette is also available free online at **www.gpwonline.co.za**

3. *Urgent applications*

(a) In cases of urgent applications, details may be faxed or delivered to the Council in the region where the applicant is located.

(b) The Council or Chairperson and Vice Chairperson will consider the application, make a decision and communicate that decision to the applicant without delay.

(c) The applicant is expected to put forward a substantive explanation as to the urgency of the application.

4. *Process*

(a) The Council shall issue to every person to whom exemption has been granted an exemption licence, setting out the following:

(i) the full name of the person or enterprise concerned;

(ii) the provisions of this Agreement from which the exemption has been granted;

(iii) the conditions subject to which exemption is granted;

(iv) the period of the exemption;

(v) the date from which the exemption shall operate; and

(vi) the area in which the exemption applies.

(b) The Council shall ensure that –

(i) all exemption licences issued are numbered consecutively;

(ii) an original copy of each licence is retained by the Council;

(iii) a copy of the exemption licence is sent to the applicant.

Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

(c) The Council may withdraw the exemption at its discretion.

5. *Appeals*

(a) An independent body, referred to as the Independent Exemptions Appeal Board (the Board), shall be appointed and shall consider any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption in respect of parties and non-parties.

(b) The Council Secretary shall, on receipt of an appeal against a decision of the Council, submit it to the Independent Exemptions Appeal Board for consideration and finalisation.

(c) In considering an appeal the Board shall consider the recommendations of the Council, any further submissions by the employers or employees and shall take into account the criteria set out in sub-clause 23(2) and 23(5)(e) and also any other representations received in relation to the application.

(d) Should the appeal be successful an exemption licence shall be issued in terms of sub-clause (4)(a) and (b) above and shall be subject to sub-clause (4)(c).

(e) The exemptions board must consider:

(i) The financial hardship of the applicant for exemption;

(ii) The potential impact of exemption on the collective bargaining process;

(iii) Whether alternatives to exemption were considered or implemented;

(iv) The need to avoid retrenchments;

(v) Any other factors.

24. EXHIBITION OF AGREEMENT

Every employer shall obtain and, on request from any employee, make available for perusal a legible copy of this Agreement plus all subsequent amendments thereof, in a format approved by or acceptable to the Council.

25. MANUFACTURING CERTIFICATES

For the purposes of this clause 'manufacturing engineering', means the production of articles or parts or components

This gazette is also available free online at www.gpwonline.co.za

thereof by means of tools and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in separate manufacturing establishments or departments or annexures separated from general engineering activities by effective enclosures.

(1) Every employer engaged in the Industry at the date of coming into operation of this Agreement and every employer entering the Industry after such date shall, prior to applying the special conditions relating to manufacturing activities contained in Schedules M and D of Part II of this Agreement, make application to and obtain from the Council a certificate of registration of his establishment or part thereof, as the case may be, as a 'manufacturing engineering establishment' specifying the wage schedule(s) or wage division(s) applicable to that establishment or part thereof. Such certificate shall be displayed in the establishment concerned or that part thereof in respect of which it was obtained from the Council.

(2) Any employer who fails to register with the Council in terms of subparagraph (1) shall be deemed to be conducting a 'general engineering establishment'.

26. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement.

27. WORKING PARTNERS

All working employers and/or working partners who are employers in the Industry shall observe the hours of work prescribed for employees in this Agreement.

28. AGENTS

(1) The Council shall appoint one or more persons as agents in terms of section 33(1) of the Act to promote, monitor and enforce the terms of this Agreement.

(2) A person appointed in terms of sub-clause (1) above shall thereafter be referred to as a designated agent and shall have the powers set out in section 33A and in Schedule 10 of the Act.

(3) Enforcement of this Agreement by a designated agent shall be in accordance with Clause 36 of this Agreement.

29. INJURY ON DUTY ALLOWANCE

Payment in respect of Injury on Duty

1. Where an employer in terms of Section 47(3) of the Compensation for Occupational Injuries and Diseases Act 1993, is of reasonable belief that an employee's absence from work resulting from an injury on duty will be compensable under that Act, the employer shall pay an amount, to the employee equivalent to 75% of the employee's actual hourly rate for such absence up to a maximum period of three months from the date of the accident. The employer shall recover this payment from the Compensation Commissioner.

2. Whenever an employee is absent from work through occupational sickness or injury not recognised as compensable in terms of Compensation for Occupational Injuries and Diseases Act, 1993 [see Section 22(2)] he shall be paid on the basis of the employee's actual hourly rate of pay for any period of absence up to a maximum of three working days. Such payment made to the employee concerned shall be recoverable from the Metal and Engineering Industries Sick Pay Fund by the employer.

30. UNAUTHORISED 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 the conditions which he would have had to pay or observe had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions

This gazette is also available free online at www.gpwonline.co.za

as if such engagement or employment had not been prohibited.

31. PROHIBITION OF CESSION AND/OR SET-OFF

1. No claim whatever by any employee against the Council shall be capable of being ceded, and no purported cession thereof shall be binding upon the Council.
2. Set-off shall not operate and is expressly excluded as between any amounts payable to an employee as referred to in clause 8(3) and any amount payable by such employee, the deduction of which is prohibited by that clause; and this provision shall be deemed to be a term of every contract of employment between employer and employee.

32. CERTIFICATE OF SERVICE

Every employer shall provide each employee on the termination of his employment with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination, and shall forward a copy of such certificate of service to the Regional Council concerned: Provided that where in this Agreement the wage of any employee is determined by length of service it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

33. TECHNOLOGICAL CHANGES AND WORK REORGANISATION

(1) If during the currency of the Agreement representations are at any time made to the Council that any job description in respect of the performance of any work is unsuitable as the result of technical changes introduced subsequent to the date of coming into force of this Agreement, such representations shall be considered at the first ensuing meeting of the Council, which shall decide whether the conditions shall be amended or whether circumstances warrant a recommendation being made to the independent exemptions body for an exemption to be granted so as to authorise the application of more appropriate conditions or whether the conditions applicable under the Agreement shall apply to such work without modification.

(2) ***Technological Change:*** For the purpose of this subclause 'technological change' means the introduction by the employer of manufacturing equipment substantially different in nature or type from that previously utilised at the establishment or of substantial modifications to present manufacturing equipment.

(a) *Notification*

Where an employer intends introducing technological change he shall notify the representative party trade union(s) and/or employee representative body not less than 4 (four) months prior to the implementation date of such change.

The notice shall be given in writing and shall contain relevant information, including:

(i) the nature of the change;

(ii) the approximate date on which the employer proposes to effect the change;

(iii) the employees likely to be affected by the change;

(iv) the anticipated effect of the change on employees' working conditions and terms of employment; and

(iv) any other relevant information relating to the anticipated effects on employees, including the change in skills.

The employer shall update the information provided, on a continuous basis, as soon as new developments arise or if any modifications are made.

(b) *Ergonomic committee*

(i) An ergonomic committee shall be established at plant level, comprising of representative trade union(s),

This gazette is also available free online at www.gpwonline.co.za

any employee representative body and a designated management representative or representatives. This committee shall have the power to review the ergonomic implications of the technological changes and take decisions in relation to how workers interact with all aspects of their work environment, including the task, and the tools and equipment used, and work organisation. In an event an agreement cannot be reached the provisions of the industry dispute resolution procedure shall be applicable. This shall not prevent management from implementing the proposed changes.

(ii) This committee shall also consult in an endeavour to reach agreement on the following issues:

(aa) The training or re-training of employees whose jobs are adversely affected or who may be displaced from their jobs as a result of the technological change and/or work reorganisation; and

(ab) The impact on the health and safety and work environment of workers as a consequence of such technological change.

(3) *Work reorganisation*

(a) Consultation

Where an employer intends introducing major work reorganisation which will substantially and materially affect the work of employees, the employer shall consult, in an endeavour to reach agreement with the representative party trade union(s) and/or any employee representative body, on the implications of the work reorganisation, including:

(i) The need to re-train employees affected by such work reorganisation; and

(ii) any possible impact on the health, safety and work environment of the affected employees.

(b) Notification

(4) The company shall notify the union(s) and/or employee representative body of any such work re-organisation not less than 42 (forty-two) days prior to the implementation of the work-reorganisation.

(5) ***Outsourcing and insourcing***

(a) Notification

Where an employer intends to oursource or insource a part of the enterprise's activities he shall notify the regional council and the party trade unions representing the affected employees not less than 42 days prior to the implementation date. This notice shall be given in writing and shall contain the following information:

(i) The proposed date of outsourcing and/or insourcing;

(ii) The reason(s) for the outsourcing or insourcing; and

(iii) Any other relevant information relating to such outsourcing or insourcing.

(5) Retrenchments or redundancies:

Where the introduction of new technology, work re-organisation or outsourcing (in terms of this clause) may result in retrenchment, written notice of retrenchment must be given at least 21 days prior to the contemplated date of the retrenchment.

An employer and any employee or employee representative shall, at either's request and under these circumstances, consult in good faith at plant level with a view to reaching agreement of a higher severance payment than that specified in this Agreement.

34. PAID SICK LEAVE

NOTE:

In terms of the Basic Conditions of Employment Act of 1997 the paid sick leave provisions of the Main Agreement must be amended to meet the minimum requirements of the sick leave provisions contained in Section 22 of that Act. Section

This gazette is also available free online at www.gpwonline.co.za

34 of the Main Agreement has therefore been amended and the amended sick leave provisions will take effect from 1 June 2000. The most significant amendment provides for an employee's sick leave to be calculated over a three-year sick leave cycle. The old agreement specified a one-year cycle from January to December each year. The sick leave entitlement has changed from 10 working days in a one-year cycle to 30 working days in a three-year cycle. Sub-clause 34(12) deals with the transition period between the end of the old sick leave cycle on 31 December 1999 and the commencement of the new cycle on 1 June 2000.

(1) Subject to the transitional provisions of sub-clause 34(12), with effect from 1 June 2000, "sick leave cycle" in this clause means the period of 36 months' employment with the same employer, immediately following –
   a) An employee's commencement of employment; or
   b) The completion of that employee's prior sick leave cycle.

(2) Subject to the transitional provisions of sub-clause 34(12) whenever an employee is absent from work through sickness or injury (other than sickness or injury caused by his or her own misconduct) the employer shall grant, at the commencement of every sick leave cycle, the following amount of paid sick leave:
   (i) 30 working days (in the case of an employee working a five-day week); and
   (ii) 36 working days (in the case of an employee working a six-day week)

(3) During the first six months of employment with an employer, an employee will be entitled to one working day's paid sick leave in respect of each 26 days worked.

(4) The employee's entitlement to sick leave is reduced by the number of days sick leave taken in terms of sub clause (3) above.

(5) An employer must pay the employee for each day of absence, provided for above, on the employees usual pay day an amount equivalent to what the employee would have received had he or she worked the ordinary hours of the shift for that day of the week.

(6) The employer, before making payment of any amount payable to an employee for any period of absence from work of more than two consecutive days or on more than two occasions during an eight-week period, may require the employee to produce a medical certificate, clinic note or hospital note signed by any person who is certified to diagnose and treat patients and who is registered with any Professional Council established by an Act of Parliament stating that the employee was unable to work for the duration of the employee's absence on account of a sickness or injury.

(7) The employer may require an employee to produce a medical certificate, clinic note or hospital note signed by any person who is certified to diagnose and treat patients and who is registered with any Professional Council established by an Act of Parliament in respect of any absence from work on a Friday or Monday or on the working day immediately before or after any paid public holiday before making payment of any amount payable in terms of this sub-clause.

(8) If it is not reasonably practical 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 (6) unless the employer provides reasonable assistance to the employee to obtain the certificate.

(9) Where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any sickness or injury referred to in this clause, the amount so paid may be set off against the payment for sick leave due in terms of this clause.

(10) An employer, who is of a reasonable belief that an employee's absence from work resulting from an injury on duty will be compensable in terms of the Compensation for Occupational Injuries and Diseases Act, must pay the employee 75% of his or her ordinary hourly rate for the period of the absence up to a maximum period of three months from the date of the accident. The employer shall recover this payment from the Compensation Commissioner.

(11) An employee is not entitled to paid sick leave:
   a) During periods of absence from work for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act; and
   b) On a paid public holiday as specified in this Agreement

This gazette is also available free online at www.gpwonline.co.za

c) During a period of annual leave in terms of this Agreement

d) In respect of periods during which the employee was absent due to the working of short time or during periods of lay-off.

e) During any other period of authorised absence.

(12) *Transitional Provisions applicable to employees employed prior to 1 June 2000 who continue in the employment of the same employer after 1 June 2000*

a) On 1 June 2000 an employee who has been in the employ of the same employer during the preceding 5 months shall be entitled to 34 days sick leave over the transitional sick leave cycle commencing 1 January 2000 to 31 May 2003.

b) On 1 June 2000 an employee who commenced employment with the same employer after 1 January 2000 shall be entitled to a period of sick leave amounting in total to the sum of 30 days plus 1 day for each completed period of 26 days worked from date of engagement to 31 May 2000. This entitlement shall be in respect of the transitional sick leave cycle commencing date of employment to 31 May 2003.

(13) The employer and trade union parties agree that they will recognise traditional healers for paid sick leave purposes, in terms of the Main Agreement, provided that an appropriate regulatory body is created by the Government similar to that of the Health Professionals Council.

35. SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

(1) (a) In the case of retrenchment an employer, subject to subclause (2), shall pay to each employee who is retrenched, in addition to any other amounts to which he is entitled in terms of this Agreement on termination of service, a severance payment of a minimum of one week's wages for each completed year of service with the same employer, together with the following:

(i) pro-rata allowance(s) where applicable;

(ii) pro-rata leave and leave enhancement pay; and

(iii) an amount equal to the weekly employer contribution to any applicable benefit funds of which the employee was a member at time of retrenchment -

Subject to the proviso that an employee who has more than six months service but less than a completed year's service shall receive a severance payment equal to one week's remuneration.

(b) Employees shall be entitled to the following additional ex-gratia payments:

- An employee with between five to ten completed years' service with the same employer: One week's ex gratia payment;
- An employee with between eleven to fifteen completed years' service with the same employer: two weeks' ex-gratia payment; and
- An employee with sixteen or more completed years' service with the same employer: three weeks' ex gratia payment.

(c) An employer who is retrenching as a consequence of financial difficulties and who is unable to comply with the ex gratia payment may make direct application to the Independent Exemptions Appeal Board for exemption. Such exemption application must be supported by appropriate financial statements showing sufficient financial hardship to warrant the exemption sought.

(d) An employer and any employee or employee representative shall at either's request consult in good faith at plant level with a view to reaching agreement on a higher severance payment than that stipulated in subclause (1)*(a)*.

(2) (a) The procedure to be followed in the event of lay-offs, relocation or closure of an establishment, retrenchments, redundancies and the operation of limited duration contracts of employment shall be as provided for in Annexure A to this Agreement.

(b) Where non-observance of the procedures provided for under Annexure A to this Agreement gives rise to

This gazette is also available free online at **www.gpwonline.co.za**

a dispute, such dispute shall be dealt with by the Bargaining Council in terms of its dispute resolution procedure.

36. PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES

(1) This Bargaining Council shall, within the sector and area in respect of which it has been registered, endeavour, by the negotiation of agreements or otherwise, to prevent disputes from arising, and to settle disputes that have arisen or may arise between employers or employers' organisations and employees or trade unions, and take such steps as it may think expedient to bring about the regulation or settlement of matters of mutual interest to employers or employers' organisations and employees or trade unions. Any dispute concerning the interpretation, application or enforcement of this Agreement shall be dealt with in accordance with sub-clause (2) below.

(2) For the purposes of sub-clause (1) above the Council shall follow the procedure set out in the Metal and Engineering Industries Dispute Resolution Agreement, as amended.

37. LEVELS OF BARGAINING IN THE INDUSTRY

(1) Subject to sub-clause (2)—

(a) the Bargaining Council shall be the sole forum for negotiating matters contained in the Main Agreement;

(b) during the currency of the Agreement, no matter contained in the Agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

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

(2) Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Bargaining Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to comply with sub-clause (1) above.

(3) In the event of the parties to such arrangements failing to agree to modify or suspend or terminate such arrangements by the date of implementation of the Main Agreement, the matter will be referred to conciliation, should conciliation be unsuccessful, the matter must be referred to advisory arbitration and should either party not be prepared to accept the advisory arbitration decision, they will be free to pursue the matter in terms of legal industrial action. Alternatively, the parties may agree in advance that the arbitration decision will be final and binding, in which case no legal industrial action may be undertaken.

(4) The provisions of this clause shall apply equally to any trade unions not party to this Agreement.

(5) FULL AND FINAL SETTLEMENT

(a) The 1 July 2021 to 30 June 2024 Settlement Agreement amends existing terms and conditions of employment, of all employees covered by this Agreement, and is in full and final settlement of wages and conditions of employment for the period of this Agreement.

(b) Conditions of employment that are not amended by this Agreement shall continue to apply.

(c) It is agreed that the above provision will not affect existing company-level agreements. Furthermore, in the case of such existing company-level agreements, only party trade unions registered with the Bargaining Council will be entitled to engage with employers at company level.

38. WORKING-IN TIME ARRANGEMENTS

(1) For purposes of this clause 'employees covered by this Agreement' shall, in addition to all scheduled employees, include employees referred to in subclauses (4) and (5) of clause 1 of Part I of this Agreement.

This gazette is also available free online at www.gpwonline.co.za

(2) An employer, with the support of not less than 75% of his employees covered by this Agreement, obtained via a ballot, may enter into an arrangement to work in time in order to achieve the extension with pay of—

(a) any paid holiday provided for in clause 11 of this Agreement; or

(b) periods not ordinarily worked by employees; or

(c) the annual shutdown period provided for in clause 16 of this Agreement.

(3) An employer, subject to the ballot arrangement referred to in subclause (2), may enter into an arrangement to close his establishment—

(a) on any ordinary working day; or

(b) for any period of work forming part of any ordinary working day.

(4) Where arrangements to work in time, as referred to in subclause (2) or (3), are entered into such arrangements shall not include working in time on Sundays.

(5) Where employment terminates before the date for which time had been worked in, in terms of subclause (2) or (3), all hours so worked shall be deemed to be overtime hours subject to payment at the appropriate overtime rate applicable.

(6) Time worked in by employees in terms of subclause (2) or (3) shall count towards leave pay and/or leave enhancement pay entitlements as provided for in clauses 12 to 14.

(7) Where such working-in time arrangements are entered into the employer shall notify the Regional Council concerned thereof within 14 days of such decision, specifying—

(a) the outcome of the ballot;

(b) the day/days for which time will be worked in;

(c) the day/days on which such time will be worked in.

39. STANDBY AND CALL-OUT ARRANGEMENTS

(1) Where an employer requires an employee to be on standby the employee shall be paid an amount of not less than two hours'pay for each period of twenty-four hours or less on standby: Provided that this allowance shall be forfeited if the employee fails to respond to a call-out.

(2) Where an employee is called out whilst on standby he shall be paid at the appropriate overtime rates for the time worked with a minimum payment of not less than two hours' overtime.

40. PRODUCTIVITY BARGAINING

(1) The parties have agreed that productivity Agreements may be entered into on the terms set out in Annexure D.

(2) Any agreement entered into shall be submitted to the appropriate Regional Council for record purposes.

41. EMPLOYEE SHARE OPTION PARTICIPATION SCHEMES (ESOPS) AND THE REQUIREMENTS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT (BBBEE ACT)

The provisions of Annexure E shall be observed.

42. FAMILY RESPONSIBILITY LEAVE

(1) This section applies to an employee who has been in the employ of the same employer for four months or longer.

(2) An employer must, at the request of the employee, grant the employee three days' paid leave, during each annual leave cycle, which the employee is entitled to take-

This gazette is also available free online at www.gpwonline.co.za

(i) When the employee's child is born;

(ii) When the employee's child is sick;

(iii) When the employee's spouse is sick; or

(iv) In the event of the death of -

(a) the employee's spouse or life partner; or

(b) the employee's parent, adoptive parent, parent in-law, grandparent, child, adopted child, grandchild or sibling.

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

(4) Before paying an employee for this leave an employer may require reasonable proof of the event contemplated in (2) above for which the leave was required.

(5) An employee's unused entitlement to leave in terms of clause (2) above, accrues to a maximum of nine days paid leave over a three-year period of employment. This accrued leave may be used in the event of the death of any of the persons detailed in (2)(iv) above.

(6) Periods of absence whilst on family responsibility leave, shall not count for paid leave in terms of section 12 above.

(7) For the purpose of this clause, 'child' means a person who is under 18 years of age.

(8) An employee shall be entitled to parental, adoption or commissioning parental leave as provided for in the Basic Conditions of Employment Act, 1997, as amended.

43. CODE OF GOOD PRACTICE ON KEY ASPECTS OF HIV/AIDS AND EMPLOYMENT

Employers and employees shall observe the provisions of Annexure F.

44. ATTENDANCE OF WORKER REPRESENTATIVES ON NATIONAL AND REGIONAL COMMITTEES OF THE BARGAINING COUNCIL

(1) An employee who is an office bearer of a party trade union, is entitled to take reasonable leave during working hours for the purposes of performing the functions of that office.

(2) The representative trade union and the employer may agree to the number of days leave, the number of days of paid leave and the conditions attached to any leave.

(3) Subject to reasonable conditions to be agreed at company level, a trade union representative elected as a representative as a trustee on the industry benefit funds and/or a representative on the Manufacturing, Engineering and related Services SETA (MERSETA) and/or the Council will be entitled to a minimum of ten days' paid leave per annum for purposes of performing his/her duties as a trustee on the industry benefit funds and/or representative on the MERSETA and/or the Council.

(4) The above provision constitutes a minimum floor of rights and any rights at plant level currently exceeding these will remain in force.

(5) In principle it is in the best interest of all the Parties to ensure that shop stewards who have been elected as Trustees and/or Representatives on industry bodies are able to attend meetings in the interest of advancing the word of these bodies and that the shop stewards elected as trustees or representatives on industry bodies will not be out of pocket in relation to lost wages when attending to such duties.

(6) The Bargaining Council Administration Fund will ensure that claims for compensation in terms of lost wages, over and above the minimum entitlement to ten days paid leave per annum, will be made to the employee by the the Council Administration Fund.

This gazette is also available free online at www.gpwonline.co.za

(7) As far as it is practicably possible to do so, the trade unions will endeavor to ensure that employers are not unnecessarily prejudiced by the obligations of any one shop stewards being unnecessarily burdened with representational and/or trustee duties resulting in unreasonable absences from work.

The provisions of Annexure G shall be observed.

45. SPECIAL PROVISIONS LIMITED TO CONSTRUCTION SITES COVERED BY PROJECT LABOUR AGREEMENTS.

The special provisions and wage rates as set out in Annexure H shall apply.

46. TIME OFF FOR THE TRAINING OF SHOP STEWARDS AND FOR TRADE UNION OFFICE BEARERS TO ATTEND UNION MEETINGS

(a) An employee who is an office bearer of a representative trade union, in terms of section 15 of the Act is entitled to take reasonable leave during working hours for the purposes of performing the functions of that office. The representative trade union and the employer may agree to the number of days of leave, the number of days paid leave and the conditions attached to any such leave.

(b)
- (i) A trade union representative, appointed in terms of section 14 of the Act, may, subject to reasonable conditions to be agreed at company level, be entitled to take reasonable time off with pay during working hours to be trained in any subject relevant to the performance of the functions of a trade union representative.
- (ii) The parties agree that the issue of full time shop stewards and health and safety representatives will be a matter for plant level agreement.
- (ii) Union general meetings may take place on a quarterly basis at plant level subject to the time and duration of these meetings being agreed to at plant level.
- (iii) The parties agree to an industry minimum of 5 days paid leave per annum per shop steward for shop-steward training.
- (iv) The above provisions constitute a minimum floor of rights and any rights exceeding these at plant level will remain in place. The parties may agree further rights at plant level.
- (v) Where a shop steward is granted leave to attend shop stewards training, this will be treated as a shift worked.

47. TIME OFF FOR REPRESENTATIVES OF PARTY TRADE UNIONS WHO ACT AS TRUSTEES OF THE INDUSTRY BENEFIT FUNDS OR WHO ARE OFFICE BEARERS OF THE MERSETA, METAL AND PLASTIC CHAMBER

(1) Employer organizations must, as far as possible encourage their members to release party trade union representatives employed at their establishments for duties as Trustees of the Industry benefit funds, accommodate such representatives for Trustee training and attendance as office bearers of the Merseta, Metal and Plastic Chamber meetings and programmes.

(2) An employee who is an office bearer of a party trade union, is entitled to take reasonable leave during working hours for the purposes of performing the functions of that office.

(3) The representative trade union and the employer may agree to the number of days leave, the number of days of paid leave and the conditions attached to any leave.

(4) Subject to reasonable conditions to be agreed at company level, a trade union representative elected as a representative as a trustee on the industry benefit funds and/or a representative on the MERSETA and/or the

This gazette is also available free online at www.gpwonline.co.za

Council will be entitled to a minimum of ten days' paid leave per annum for purposes of performing his/her duties as a trustee on the industry benefit funds and/or representative on the MERSETA and/or the Council.

(5) The above provision constitutes a minimum floor of rights and any rights at plant level currently exceeding these will remain in force.

(6) In principle it is in the best interest of all of all the Parties to ensure that shop stewards who have been elected as Trustees and/or Representatives on industry bodies are able to attend meetings in the interest of advancing the word of these bodies and that the shop stewards elected as trustees or representatives on industry bodies will not be out of pocket in relation to lost wages when attending to such duties.

(7) The Bargaining Council Administration Fund will ensure that claims for compensation in terms of lost wages, over and above the minimum entitlement to ten days paid leave per annum, will be made to the employee by the the Council Administration Fund.

(8) As far as it is practicably possible to do so, the trade unions will endeavor to ensure that employers are not unnecessarily prejudiced by the obligations of any one shop stewards being unnecessarily burdened with representational and/or trustee duties resulting in unreasonable absences from work.

(9) Where a shop steward is granted leave to attend an Industry Benefit Fund, MERSETA and/or the Council meeting, this will be treated as a shift worked.

48. EMPLOYEE TRAINING

(1) Where a training committee identifies a specific training need and an employee is selected to undergo such training then this training shall, wherever possible, be undertaken during ordinary working hours and the employee shall be paid at normal rates whilst undergoing this training.

(2) The time spent on ABET training shall be shared equally between the employer and the employee trainee on a 50/50 basis, such that, for example, if the training lasts two hours, one hour will be paid by the employer and the other will be an unpaid contribution of the employee.

49. INDUSTRY POLICY FORUM

The union and employer parties, having noted the significant challenges facing the Metal and Engineering Industry in the context of the imperative of creating and sustaining decent jobs and competitive manufacturing capability in the domestic and global market, have agreed to establish an Industry Policy Forum (hereinafter referred to as the IPF) under the auspices of the MEIBC as per the special provisions applicable in Annexure I.

50. GENERAL

(1) This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same agreement. Any Party may enter into this Agreement by signing any such counterpart.

(2) If any provision of this Agreement that is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law of any jurisdiction, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby and the legality, validity and unenforceability of such provision under the law of any other jurisdiction are not in any way affected or impaired.

This gazette is also available free online at www.gpwonline.co.za

PART II

INDEX

		Page
1.	**WAGES AND/OR EARNINGS**	66
2.	**ALLOWANCES**	68
	▪ Subsistence Allowances	
	▪ Abnormally Dirty Work Allowance	
	▪ Height Allowances	
3.	**WAGE TABLES**	69
A. (a)	RATES A TO H OPERATIONS, INCLUDING WATCHMAN'S WORK	69
(b)	VEHICLE DRIVING – EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING	70
(c)	WAGE RATES WITH SPECIFIC APPLICATION	71
(1)	**SCHEDULE G:**	71
	Subsection (I): Learners, Rate D, Operation 1	71
	Subsection (x): Vitreous Enamelling, Operations 1(a) and (b)	71
	Subsection (d): Structural Engineering, Categories 5 to 1(a)	71
(2)	**DIVISION D/4:**	72
	Rate B, Operation 1	
(3)	**DIVISION D/12**	72
	Learnership rates of pay:	
	Rate B Newcomers	
	Rate C Newcomers	
	Rate D Newcomers	
(4)	**DIVISION D/19:**	72
	Subsection (f), Rate A, Operation 1	
(5)	**DIVISION D/22:**	73
	Subsection (b), Operation 1	
	Subsection (c), Operations 1 to 33	
(6)	**DIVISION D/23:**	73
	Training period rates of pay:	
	Rate DDD Newcomers	
	Rate E Newcomers	
(7)	**DIVISION D/24:**	73
	Rate D, Operation 1	
(8)	**DIVISION E/2:**	73
	Subsection (b) Rate A1	
(d)	**SCHEDULE F: WAGE RATES**	74
(e)	**APPRENTICE WAGE RATES**	75

This gazette is also available free online at **www.gpwonline.co.za**

(f) **WAGE RATES APPLICABLE TO OPERATIONS IN DIVISION D/7 ONLY** 76

B. **FOR THE PERIOD 1 JULY 2018 TO 30 JUNE 2019** 77

C. **FOR THE PERIOD 1 JULY 2019 TO 30 JUNE 2020** 85

4. **TECHNICAL SCHEDULES** 93

SCHEDULE G 93

* Section (a) - General 93

(i) Learners 99

(ii) Juveniles 99

(iii) Cranes and hoists 100

(iv) Vehicle driving – External transport including Forklift driving 100

(v) Locomotive driving 101

(vi) Stationary engines 101

(vii) Pupil engineers and/or approved students 101

(viii) Watchman's work 101

(ix) Electrolytic finishing 101

(x) Vitreous enamelling 103

(xi) Machine engraving 103

(xii) Metal and/or ceramic spraying 104

* Section (b)- Electrical engineering (installation/maintenance/repair in the provinces Transvaal and Natal) 104

* Section (c)- Saw doctoring and/or sharpening and/or reconditioning and/or repairing all types of cutting tools (excluding machine tools) 107

* Section (d)- Structural engineering 113

* Section (e) - Fibreglass boatbuilding 115

* Section (f) - Patternmaking 115

* Section (g) - Metal service centres 115

* Section (h) - Electronics and/or Telecommunication Division (erection, Installation, maintenance and repair in provinces of Transvaal and Natal) 117

* Section (i) - Radio, Television, Refrigeration and Related Equipment and Domestic Electrical Appliances Section (installation, repair and servicing) 118

* Section (j) - Stores Operations 120

SCHEDULE M 120

(I) Machining operations 121

(II) Forming and/or bending and/or pressbrake operations 123

(III) Cutting and punching operations 124

(IV) Drilling operations 124

This gazette is also available free online at **www.gpwonline.co.za**

(V) Welding and soldering operations 125
(VI) Miscellaneous operations 125
(VII) Inspecting and checking operations 126
(VIII) Stores operations 127
SCHEDULE D 127
Division D/O 128
- Light Fabricating and/or Light Manufacturing Division (n.e.s.)
  Section (a) - General
  Section (b) - Precision engineering and cutting tool manufacture

Division D/1 129
- Agricultural Implement and/or Irrigation Machinery (including Windmills) and/or Engines Manufacturing, Erecting and Assembling Division

Division D/2 132
- Chain Manufacturing Division

Division D/3 133
- Cycle Manufacturing Division
  Section (a) - General
  Section (b) - Plastic operations

Division D/4 137
- Edge hand and Small Tools (other than Precision and/or Machine Tools) and/or Saw Manufacturing Division

Division D/5 138
- Press knife and Cutter and Footwear Tack and Nail Manufacturing Division

Division D/6 139
- Foundry and/or Castings Division

Division D/7 143
- Gate and Fence manufacturing Division
  Section (a) - Manufacturing of fencing, railings, gates, burglar-proofing and wash-line components
  Section (b) - Miscellaneous Manufacturing

Division D/8 145
- Industrial Fasteners Manufacturing division

Division D/9 151
- Lead Products manufacturing Division

Division D/10 152
- Manufacturing of Carbon Products Division

Division D/11 153
- Electrical Element Manufacturing Division

This gazette is also available free online at **www.gpwonline.co.za**

Division D/12 154
- Windows and/or Doors and/or Flyscreens and/or Louvres and/or Burglars Bars manufacturing Division
  Learnership periods and rates of pay therefore

Division D/13 157
- Neon Signs and/or electric and/or Fluorescent Lamp Manufacturing And Assembling Division

Division D/14 159
- Covered elsewhere

Division D/15 161
- Spring Manufacturing Division

Division D/16 163
- Steel Reinforcement Division

Division D/17 164
- Tungsten Carbide Tipped Drilling Equipment Manufacturing Division

Division D/18 166
- Wire Drawing and/or Working and/or Weaving and/or Forming Manufacturing Division
  Section (a) - Wire drawing
  Section (b) - Wire drawing die manufacturing
  Section (c) - Wire working and/or weaving and/or forming and/or fabrication

Division D/19 167
- Wire and Wire Rope Manufacturing Division
  Section (a) - Cable stranding plant
  Section (b) - Fibre core making plant
  Section (c) - Wire drawing plant
  Section (d) - Wire drawing die manufacture
  Section (e) - Wire galvanizing plant
  Section (f) - Wire rope making plant
  Section (g) - Wire rope splicing plant
  Section (h) - Drum making plant
  Section (i) - Miscellaneous

Division D/20 171
- Tube and/or Pipe Manufacturing division

Division D/21 175
- Manufacture, including Remanufacture and/or Assembly of Domestic and/or portable Appliances Division

Division D/22 176
- Sheetmetal Manufacturing Division

This gazette is also available free online at **www.gpwonline.co.za**

Section (a) - General
Section (b) - Hollowware manufacturing operations
Section (c) - Woodworking operations when performed conjointly with metal furniture manufacture

Division D/23 181
- Electronic, Radio Communications and/or Telecommunications Manufacturing Division (including Assembly and/or Erection)
- Manufacturing of electrical and/or electronic components for sale in bulk
- Training periods and rates of pay therefore

Division D/24 189
- Tungsten Carbide Tool Manufacture Division

Division D/25 190
- Motor Vehicle Parts and Components Manufacturing Division
- Exclusion of operations

Division D/26 192
- Elevator and/or Escalator Manufacturing Division

Division D/27 194
- Locomotive Manufacturing Division

Section (a) - Electrical work and related activities
Section (b) - Mechanical work and related activities
Section (c) - Painting and related activities
Section (d) - Woodworking and related activities

Division D/28 199
- Railway Wagon Manufacturing

Section (a) - Electrical work and related activities
Section (b) - Mechanical work and related activities

Division D/29 204
- Electrical Engineering Division (n.e.s.)

Section (a) - Transformers
Section (b) - Motors
Section (c) - Switchgear and accessories
Section (d) - Field work
Section (e) - General electrical
Section (f) - General mechanical

Division D/30 212
- Bright Bar Manufacturing Division

Division D/31 212
- Forging Division

Section A - Closed-die forging (closed impression forging)
Section B.1 - Open-die forging on hammers

This gazette is also available free online at **www.gpwonline.co.za**

Section B.2 - Open-die press forging

Division D/32 214

- Radio, Television and Related Equipment Manufacturing Division

Division D/33 - Manufacturers of metal containers 215

Schedule E/1 220

- Coaching Stock Division

Section (a) - Electrical work and related activities

Section (b) - Mechanical work and related activities

Section (c) - Woodworking and related activities

Section (d) - Painting and related activities

Division E/2 224

- Burglar and other similar alarm systems Division (Manufacture, Installation, Repair and Servicing)

Section (a) - Manufacturing section

Section (b) - Installation work

Section (c) - Stand-by duty for employees engaged on Rate A1 worker

Schedule E/3 227

- Industrial Refrigeration and Air Conditioning Industry Division

Section (a) - Manufacture and fabrication (shopwork)

Section (b) - Installation section

(i) General

(ii) Piping

(iii) Ductwork

(iv) Insulation

(v) Electrical

(vi) Pneumatic

SCHEDULE F 234

- Manufacture and/or Re-manufacture of Electric Cable and/or Electrical Conductors (excluding Busbars)

Section (a) - Exceptions

Section (b) - Employment at Group Z work

This gazette is also available free online at **www.gpwonline.co.za**

5. **ANNEXURES**

ANNEXURE A 237
Security of Employment and Severance Pay
1. Retrenchments and/or redundancies
2. Lay-offs
3. Limited Duration Contracts of Employment
Contract of Employment
ANNEXURE B 246
- Five Grade Job and Wage Structure
- Industry Training Issues

ANNEXURE C 252
- The Skill Definitions accompanying the New Five Grade Structure
- Five Grade Structure

ANNEXURE D 257
- Productivity Bargaining
- Objective
- Productivity Guidelines

ANNEXURE E 259
- Employee Share option Participation Schemes (ESOPS) and the requirements of the Broad-Based black Economic Empowerment Act (BBBEE Act)

ANNEXURE F 261
- Code of Good Practice on Key Aspects of HIV/AIDS and Employment

ANNEXURE G 273
- Attendance of worker Representatives on National and Regional Bargaining Council Committees

ANNEXURE H 274
- Special Provisions Limited to Construction Sites

ANNEXURE I
- Industry Policy Forum
- Outstanding Issues

ANNEXURE J 276
- Phase-in Exemption

ANNEXURE K 278
- National Exemptions Policy

SIGNATURES 310

This gazette is also available free online at **www.gpwonline.co.za**

1. WAGES AND/OR EARNINGS

A new five-grade job and wage structure has been determined for use in the Industry. Individual employers together with employees, their representatives and/or registered trade unions at establishment level will accordingly mutually agree on whether or not to implement the new five-grade job and wage structure on a voluntary basis or continue to observe the existing 13 grades (Rates A to H) and related arrangements.

Details of the five-grade job and wage structure are set out in Annexure B. Details of definitions of the grades are set out in Annexure C. Details of the current 13 grade structures are set out in Part II of this Agreement.

The Tables of Wage Rates as set out in *(a)* to *(h)* hereunder have general and/or specific application to operations listed in this Agreement. For ease of reference the wage rate categories are as follows:

(a) Except as provided for in Wage Tables *(b)* to *(f)* hereunder, the wage rates prescribed in Wage Table *(a)* are applicable to all operations listed as Rates A, A1, AA, AB, B, C, D, DD, DDD, E, F, G and H, including watchman's work in—

Schedule G

Schedule M

Division D/O to D/33

Schedule E/1 and E/3

Division E/2.

(b) Wage rates prescribed in Wage Table *(b)* are applicable to employees employed as vehicle drivers and have general application throughout the Technical Schedules in this Agreement.

(c) Wage rates prescribed in Wage Table *(c)* have specific application to the operations listed therein.

(d) Wage rates prescribed in Wage Table *(d)* apply only to the operations listed in Schedule F.

(e) Wage rates prescribed in Wage Table *(e)* apply to apprentices only.

(f) Wage Rates prescribed in wage table (f) apply only to the operations listed in Division D/7.

(g) Wage rates prescribed in Annexure B, "Five Grade Job and Wage Structure" only apply to the operations listed therein and in Annexure C, "The Skills Definitions accompanying the new five grade structure".

(h) Wage rates prescribed in Annexure H, "Construction Sites covered by a Project Labour Agreement" only apply to the operations listed therein.

(1) *(a)* Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount for his class of work, as set out in the Wage Tables hereunder

(c) Any employee to whom no increase or only a part of the prescribed increase was granted on or after **1 July 2021** shall be entitled to receive back pay to the 1 July 2021. Back pay will be calculated on the normal hourly rate and will include overtime hours, work performed on a Sunday and shift work. An employer must consult in good faith at plant level with the representative of the officials of a trade union and/or elected shop stewards with a view to reaching agreement on when the back pay will be paid to the affected employees. The union officials shall make themselves available to meet with an employer and

This gazette is also available free online at **www.gpwonline.co.za**

where not available then the employer must consult directly with the elected shop stewards.

(d) any employee who was engaged after **1 July 2021** at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this sub-clause for his class of work;

(e) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to **1 July 2021**, and no employee shall be paid wages at a rate less that the rate for his class of work specified in this Agreement;

(f) for the purposes of this Agreement the rate applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed in incentive bonus work in terms of clause 10 of Part I of the Agreement;

(g) an employer who intends to grant general increases to all employees, or all employees in a particular category of employees, in excess of the guaranteed personal minimum increases provided for in this Agreement, shall consult the employees concerned: Provided that, in respect of employees who are members of a union, if the employer is a member of any of the employers' organisations which are parties to the Agreement, the employer shall consult the trade unions concerned;

(h) where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Bargaining Council shall be notified of the increases granted.

(2) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer, nor to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amount as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made and the amounts thereof.

(3) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week on the highest-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work, for more than four hours, such substituted employee shall be entitled to receive an acting allowance, from the first hour of substitution, calculated at his/her actual rate of pay plus 20% of the higher scheduled rate, on the proviso that the employee cannot earn above the minimum rate for the higher rated job. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

(4) Subject to the provisions of subclauses (1) to (3), inclusive, no employer shall pay to the employees engaged on any of the classes of work hereinafter specified in the following Wage Schedules wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes.

2. ALLOWANCES

Allowances payable subject to the provisions of Part I, Clause 17 of this Agreement:

(1) ***Subsistence allowance under Groups A and B***

Grade and Category	*Subsistence Allowance per day*
Rates A to H and Categories 5 to 1(a) of Section G(d) "Structural Engineering"	R65,00

(2) ***Abnormally dirty work allowance*** (employees other than employees expressly engaged as cleaners):

The allowance payable is 60 cents per shift or part thereof plus a further 60 cents where working overtime on abnormally dirty work for four hours or more.

(3) ***Height allowance:*** Eight per cent of the employee's normal hourly rate when working aloft on ships and/or

This gazette is also available free online at **www.gpwonline.co.za**

floating vessels.

This gazette is also available free online at **www.gpwonline.co.za**

3. WAGE TABLES

A. FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

(a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
Class of work	Percentage Increase on Scheduled Rate as at 30 June 2021	Guaranteed R/c Increase per hour	Minimum hourly wage rates
	%	R/c	R
Rate A & A1	5,00	4,24	88,99
Rate AA	5,00	4,04	84,87
Rate AA(start)	5,00	3,86	81,04
Rate AB	5,00	3,69	77,42
Rate B	5,50	3,88	74,41
Rate C	5,50	3.74	71,70
Rate D	5,50	3,66	70,24
Rate DD	5,50	3,40	65,16
Rate DDD	5,55	3,28	62,38
Rate E	5,77	3,26	59,73
Rate F	6,00	3,25	57,35
Rate G	6,00	3,10	54,75
Rate H	6,00	2,97	52,52

- 'Rate AA – start' is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in the Agreement.

This gazette is also available free online at www.gpwonline.co.za

(b) WAGE RATES APPLICABLE TO VEHICLE DRIVING – EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING

		GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
		A	B	New
		Percentage Increase on Scheduled Rate As at 30 June 2021	Guaranteed R/c Increase per hour	Minimum hourly wage rates
	Class of Work	**%**	**R/c**	**R**
	(Schedule G(a)(iv)			
(1)	Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	6,00	3,25	57,35
(2)	Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver (job grade E)	5,77	3,26	59,73
(3)	Driving of load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver (job grade DD).	5,50	3,40	65,16
(4)	Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver (job grade C)	5,50	3,74	71,70

This gazette is also available free online at **www.gpwonline.co.za**

(c) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREIN

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2021	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
SCHEDULE G **(1) Learners**			
Rate D Operation 1 First three months of experience (Rate D, less 10%)	5,50	3.30	63,22
Second three months of experience (Rate D, less 5%)	5,50	3.48	66,73
Thereafter Rate D	5,50	3,66	70,24
Provided that – (i) No employee may be engaged upon incentive bonus work during the learnership period; (ii) An employer who wished to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.			
Vitreous Enamelling Operation 1(a) First duster (Rate B)	5,50	3,88	74,41
Operation 1(b) Second duster (Rate D)	5,50	3,66	70,24
Section (d) Structural Engineering Wage Categories			
Category 5	5,00	4,24	88,99
Category 4	5,00	3,94	82,78
Category 3	5,50	3,80	72,95
Category 2	6,00	3,47	61,33
Category 1	6,00	2,93	51,82
Category 1(a)	6,00	2,45	43,31
Note: Special Provisions Limited to Construction Sites covered by Project Labour Agreements. The special provisions and wage rates as set out in Annexure H shall apply.			

This gazette is also available free online at **www.gpwonline.co.za**

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2021	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
(2) DIVISION D/4			
Rate B Operation 1			
First six months of experience (Rate F)	6,00	3,25	57,35
Second six months of experience (Rate DDD)	5,55	3,28	62,38
Third six months of experience (Rate D)	5,50	3,66	70,24
Fourth six months of experience (Rate C)	5,50	3,74	71,70
Thereafter Rate B	5,50	3,88	74,41
(3) DIVISION D/12			
Learnership periods and rates of pay therefor:			
Rate B – Newcomers			
First two months of experience (Rate DD)	5,50	3,40	65,16
Second two months of experience (Rate D)	5,50	3,66	70,24
Third two months of experience (Rate C)	5,50	3,74	71,70
Thereafter Rate B	5,50	3,88	74,41
Rate C – Newcomers			
First two months of experience (Rate DD)	5,50	3,40	65,16
Second two months of experience (Rate D)	5,50	3,66	70,24
Thereafter Rate C	5,50	3,74	71,70
Rate D – Newcomers			
First two months of experience (Rate DD)	5,50	3,40	66,16
Thereafter Rate D	5,50	3,66	70,24
(4) DIVISION D/19			
Section (f)			
Rate A Operation No.1			
First year of experience (Rate AA – start)	5,00	3,86	81,04
Second year of experience (Rate AA)	5,00	4,04	84,87
Thereafter Rate A1	5,00	4,24	88,99

This gazette is also available free online at **www.gpwonline.co.za**

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2021	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
(5) DIVISION D/22			
Section B			
Operation No.1 (Rate D)	5,50	3,66	70,24
Section (c)			
Operations No.1 to No.5 (Rate D)	5,50	3,66	70,24
Operations No.6 to No.8 (Rate DDD)	5,55	3,28	62,38
Operations No.9 to No.21 (Rate G)	6,00	3,10	54,75
Operations No.22 to No.33 (Rate H)	6,00	2,97	52,52
(6) DIVISION D/23			
Training periods:			
Newcomers to Rate DDD			
First four months of experience (Rate F)	6,00	3,25	57,35
Thereafter Rate DDD	5,55	3,28	62,38
Newcomers to Rate E:			
First four months of experience (Rate H)	6,00	2,97	52,52
Thereafter Rate E	5,77	3,26	59,73
(7) DIVISION D/24			
Rate Operation No.1			
First three months of experience (Rate D, less 5%)	5,50	3,48	66,73
Thereafter Rate D	5,50	3,66	70,24
(8) DIVISION E/2			
Section (b)			
First twelve months of experience			
Rate AA – start	5,00	3,86	81,04
Second twelve months of experience (Rate AA)	5,00	4,04	84,87
Thereafter Rate A1	5,00	4,24	88,99

This gazette is also available free online at **www.gpwonline.co.za**

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2021	Guaranteed R/c Increase per hour	Minimum weekly wage rates
Class of Work	**%**	**R/c**	**R**
Group Z	5,00	4,24	88,99
Group Y	5,06	3,39	70,32
Group IX	5,28	3,37	67,16
Group VIII	5,36	3,35	65,75
Group VII	5,47	3,33	64,08
Group VI	5,59	3,31	62,47
Group V	5,71	3,29	60,81
Group IV	5,84	3,27	59,15
Group III	5,91	3,25	58,18
Group II	5,79	3,10	56,59
Group I	5,65	2,97	55,52

This gazette is also available free online at **www.gpwonline.co.za**

(e) WAGE RATES APPLICABLE TO APPRENTICES ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Weekly Rate as at 30 June 2021	Guaranteed R/c Increase per week	Minimum weekly wage rates
Class of Work	**%**	**R/c**	**R**
First Year	6,00	100,45	1 774,68
Second Year	6,00	110,88	1 958,87
Third Year	5,77	127,01	2 328,18
Fourth Year The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 40.	5,00	163,03	3 423,66

This gazette is also available free online at **www.gpwonline.co.za**

(f) WAGE RATES APPLICABLE TO OPERATIONS IN DIVISION D/7 ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2021	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
B	5,20	2,37	47,94
C	5,20	2,31	46,75
D	5,20	2,30	46,57
DDD	5,20	2,28	46,13
E	5,20	2,26	45,75
F	5,20	2,25	45,52
G	5,41	2,24	43,61
H	6,00	2,23	39,43

This gazette is also available free online at **www.gpwonline.co.za**

B. FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023

(a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
Class of work	Percentage Increase on Scheduled Rate as on 30 June 2022	Guaranteed R/c Increase per hour	Minimum hourly wage rates
	%	R/c	R
Rate A & A1	5,00	4,45	93,44
Rate AA	5,00	4,24	89,12
Rate AA(start)	5,00	4,05	85,09
Rate AB	5,00	3,87	81,29
Rate B	5,50	4,09	78,50
Rate C	5,50	3,94	75,64
Rate D	5,50	3,86	74,11
Rate DD	5,50	3,58	68,74
Rate DDD	5,55	3,46	65,84
Rate E	5,77	3,45	63,17
Rate F	6,00	3,44	60,79
Rate G	6,00	3,28	58,03
Rate H	6,00	3,15	55,67

- 'Rate AA – start' is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in the Agreement.

This gazette is also available free online at www.gpwonline.co.za

(b) WAGE RATES APPLICABLE TO VEHICLE DRIVING – EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING

		GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
		A	B	New
		Percentage Increase on Scheduled Rate as at 30 June 2022	Guaranteed R/c Increase per hour	Minimum hourly wage rates
	Class of Work	**%**	**R/c**	**R**
	(Schedule G(a)(iv)			
(1)	Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	6,00	3,44	60,79
(2)	Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver (job grade E)	5,77	3,45	63,17
(3)	Driving of load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver (job grade DD).	5,50	3,58	68,74
(4)	Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver (job grade C)	5.50	3,94	75,64

This gazette is also available free online at www.gpwonline.co.za

(c) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREI

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2022	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
Schedule G **(1) Learners**			
Rate D Operation 1 First three months of experience (Rate D, less 10%)	5,50	3,48	66,70
Second three months of experience (Rate D, less 5%)	5,50	3,67	70,40
Thereafter Rate D	5,50	3,86	74,11
Provided that – (i) No employee may be engaged upon incentive bonus work during the learnership period; (ii) An employer who wished to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.			
Vitreous Enamelling Operation 1(a) First duster (Rate B)	5,50	4,09	78,50
Operation 1(b) Second duster (Rate D)	5,50	3,86	74,11
Section (d) Structural Engineering Wage Categories			
Category 5	5,00	4,45	93,44
Category 4	5,00	4,14	86,92
Category 3	5,50	4,01	76,97
Category 2	6,00	3,68	65,01
Category 1	6,00	3,11	54,93
Category 1(a)	6,00	2,60	45,91
Note: Special Provisions Limited to Construction Sites covered by Project Labour Agreements. The special provisions and wage rates as set out in Annexure H shall apply.			

This gazette is also available free online at **www.gpwonline.co.za**

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
Class of Work	Percentage Increase on Scheduled Rate as at 30 June 2022 **%**	Guaranteed R/c Increase per hour **R/c**	Minimum hourly wage rates **R**
(2) DIVISION D/4			
Rate B Operation 1			
First six months of experience (Rate F)	5,77	3,44	60,79
Second six months of experience (Rate DDD)	5,55	3,46	65,84
Third six months of experience (Rate D)	5,50	3,86	74,11
Fourth six months of experience (Rate C)	5,50	3,94	75,64
Thereafter Rate B	5,50	4,09	78,50
(3) DIVISION D/12			
Learnership periods and rates of pay therefor:			
Rate B – Newcomers			
First two months of experience (Rate DD)	5,50	3,58	68,74
Second two months of experience (Rate D)	5,50	3,86	74,11
Third two months of experience (Rate C)	5,50	3,94	75,64
Thereafter Rate B	5,50	4,09	78,50
Rate C – Newcomers			
First two months of experience (Rate DD)	5,50	3,58	68,74
Second two months of experience (Rate D)	5,50	3,86	74,11
Thereafter Rate C	5,50	3,94	75,64
Rate D – Newcomers			
First two months of experience (Rate DD)	5,50	3,58	68,74
Thereafter Rate D	5,50	3,86	74,11
(4) DIVISION D/19			
Section (f)			
Rate A Operation No.1			
First year of experience (Rate AA – start)	5,00	4,05	85,09
Second year of experience (Rate AA)	5,00	4,24	89,12
Thereafter Rate A1	5,00	4,45	93,44

This gazette is also available free online at **www.gpwonline.co.za**

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rates as at 30 June 2022	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
(5) DIVISION D/22			
Section B			
Operation No.1 (Rate D)	5,50	3,86	74,11
Section (c)			
Operations No.1 to No.5 (Rate D)	5,50	3,86	74,11
Operations No.6 to No.8 (Rate DDD)	5,55	3,46	65,84
Operations No.9 to No.21 (Rate G)	6,00	3,28	58,03
Operations No.22 to No.33 (Rate H)	6,00	3,15	55,67
(6) DIVISION D/23			
Training periods:			
Newcomers to Rate DDD			
First four months of experience (Rate F)	6,00	3,44	60,79
Thereafter Rate DDD	5,55	3,46	65,84
Newcomers to Rate E:			
First four months of experience (Rate H)	6,00	3,15	55,67
Thereafter Rate E	5,77	3,45	63,17
(7) DIVISION D/24			
Rate Operation No.1			
First three months of experience (Rate D, less 5%)	5,50	3,67	70,40
Thereafter Rate D	5,50	3,86	74,11
(8) DIVISION E/2			
Section (b)			
First twelve months of experience			
Rate AA – start	5,00	4,05	85,09
Second twelve months of experience (Rate AA)	5,00	4,24	89,12
Thereafter Rate A1	5,00	4,45	93,44

77

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2022	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
Group Z	5,00	4,45	93,44
Group Y	5,06	3,56	73,87
Group IX	5,28	3,54	70,70
Group VIII	5,36	3,53	69,28
Group VII	5,47	3,51	67,58
Group VI	5,59	3,49	65,96
Group V	5,71	3,47	64,29
Group IV	5,84	3,46	62,60
Group III	5,91	3,44	61,62
Group II	5,79	3,28	59,86
Group I	5,65	3,14	58,66

This gazette is also available free online at **www.gpwonline.co.za**

(e) WAGE RATES APPLICABLE TO APPRENTICES ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2022	Guaranteed R/c Increase per week	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
First Year	6,00	106,48	1 881,16
Second Year	6,00	117,53	2 076,40
Third Year	5,77	134,34	2 462,51
Fourth Year The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 40.	5,00	171,18	3 594,84

This gazette is also available free online at **www.gpwonline.co.za**

(f) WAGE RATES APPLICABLE TO OPERATIONS IN DIVISION D/7 ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2022	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
B	5,20	2,49	50,43
C	5,20	2,43	49,18
D	5,20	2,42	48,99
DDD	5,20	2,40	48,53
E	5,20	2,38	48,13
F	5,20	2,37	47,89
G	5,41	2,36	45,97
H	6,00	2,37	41,80

This gazette is also available free online at **www.gpwonline.co.za**

C. FOR THE PERIOD 1 JULY 2023 TO 30 JUNE 2024

(a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2023	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of work	**%**	**R/c**	**R**
Rate A & A1	5,00	4,67	98,11
Rate AA	5,00	4,46	93,57
Rate AA(start)	5,00	4,25	89,35
Rate AB	5,00	4,06	85,35
Rate B	5,50	4,32	82,82
Rate C	5,50	4,16	79,80
Rate D	5,50	4,08	78,18
Rate DD	5,50	3,78	72,52
Rate DDD	5,70	3,75	69,60
Rate E	5,85	3,70	66,87
Rate F	6,00	3,65	64,43
Rate G	6,00	3,48	61,52
Rate H	6,00	3,34	59,01

- 'Rate AA – start' is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in the Agreement.

This gazette is also available free online at www.gpwonline.co.za

(b) WAGE RATES APPLICABLE TO VEHICLE DRIVING – EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING

		GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
		A	B	New
		Percentage Increase on Scheduled Rate as at 30 June 2023	Guaranteed R/c Increase per hour	Minimum hourly wage rates
	Class of Work	**%**	**R/c**	**R**
	(Schedule G(a)(iv)			
(1)	Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	6,00	3,65	64,43
(2)	Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver (job grade E)	5.85	3,70	66,87
(3)	Driving of load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver (job grade DD).	5,50	3,78	72,52
(4)	Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver (job grade C)	5,50	4,16	79,80

This gazette is also available free online at **www.gpwonline.co.za**

(c) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREIN

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2023	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
Schedule G			
(1) Learners			
Rate D Operation 1			
First three months of experience (Rate D, less 10%)	5.50	3,66	70,36
Second three months of experience (Rate D, less 5%)	5.50	3,87	74,27
Thereafter Rate D	5.50	4,08	78,18
Provided that –			
(i) No employee may be engaged upon incentive bonus work during the learnership period;			
(ii) An employer who wished to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.			
Vitreous Enamelling			
Operation 1(a)			
First duster (Rate B)	5.50	4,32	82,82
Operation 1(b)			
Second duster (Rate D)	5.50	4,08	56,69
Section (d)			
Structural Engineering Wage Categories			
Category 5	5,00	4,67	98,11
Category 4	5,00	4,35	91,27
Category 3	5,50	4,23	81,20
Category 2	6,00	3,90	68,91
Category 1	6,00	3,30	58,23
Category 1(a)	6,00	2,75	48,67
Note: Special Provisions Limited to Construction Sites covered by Project Labour Agreements. The special provisions and wage rates as set out in Annexure H shall apply.			

This gazette is also available free online at **www.gpwonline.co.za**

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to employees as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate As at 30 June 2023	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
(2) DIVISION D/4			
Rate B Operation 1			
First six months of experience (Rate F)	6,00	3,65	65,43
Second six months of experience (Rate DDD)	5,70	3,75	69,60
Third six months of experience (Rate D)	5,50	4,08	78,18
Fourth six months of experience (Rate C)	5,50	4,16	79,80
Thereafter Rate B	5,50	4,32	82,82
(3) DIVISION D/12			
Learnership periods and rates of pay therefor:			
Rate B – Newcomers			
First two months of experience (Rate DD)	5,50	3,78	72,52
Second two months of experience (Rate D)	5,50	4,08	78,18
Third two months of experience (Rate C)	5,50	4,16	79,60
Thereafter Rate B	5,50	4,32	82,82
Rate C – Newcomers			
First two months of experience (Rate DD)	5,50	3,78	72,52
Second two months of experience (Rate D)	5,50	4,08	78,18
Thereafter Rate C	5,50	4,16	79,80
Rate D – Newcomers			
First two months of experience (Rate DD)	5,50	3,78	72,52
Thereafter Rate D	5,50	4,08	78,18
(4) DIVISION D/19			
Section (f)			
Rate A Operation No.1			
First year of experience (Rate AA – start)	5,00	4,25	89,35
Second year of experience (Rate AA)	5,00	4,46	93,57
Thereafter Rate A1	5,00	4,67	98,11

This gazette is also available free online at **www.gpwonline.co.za**

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2023	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
(5) DIVISION D/22			
Section B			
Operation No.1 (Rate D)	5,50	4,08	78,18
Section (c)			
Operations No.1 to No.5 (Rate D)	5,50	4,08	78,18
Operations No.6 to No.8 (Rate DDD)	5,70	3,75	69,60
Operations No.9 to No.21 (Rate G)	6,00	3,48	61,52
Operations No.22 to No.33 (Rate H)	6,00	3,34	59,01
(6) DIVISION D/23			
Training periods:			
Newcomers to Rate DDD			
First four months of experience (Rate F)	6,00	3,65	64,43
Thereafter Rate DDD	5,70	3,75	69,60
Newcomers to Rate E:			
First four months of experience (Rate H)	6,00	3,34	59,01
Thereafter Rate E	5,85	3,70	66,87
(7) DIVISION D/24			
Rate Operation No.1			
First three months of experience (Rate D, less 5%)	5,50	3,87	74,27
Thereafter Rate D	5,50	4,08	78,18
(8) DIVISION E/2			
Section (b)			
First twelve months of experience			
Rate AA – start	5,00	4,25	89,35
Second twelve months of experience (Rate AA)	5,00	4,46	93,57
Thereafter Rate A1	5,00	4,67	98,11

This gazette is also available free online at **www.gpwonline.co.za**

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS R/c (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2023	Guaranteed R/c Increase per hour	Minimum weekly wage rates
Class of Work	**%**	**R/c**	**R**
Group Z	5,00	4,67	98,11
Group Y	5,06	3,74	77,61
Group IX	5,28	3,73	74,43
Group VIII	5,36	3,71	72,99
Group VII	5,47	3,70	71,28
Group VI	5,59	3,69	69,64
Group V	5,71	3,67	67,96
Group IV	5,84	3,66	66,26
Group III	5,91	3,64	65,26
Group II	5,79	3,47	63,33
Group I	5,65	3,31	61,97

This gazette is also available free online at **www.gpwonline.co.za**

(e) WAGE RATES APPLICABLE TO APPRENTICES ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2023	Guaranteed R/c Increase per week	Minimum weekly wage rates per week
Class of Work	**%**	**R/c**	**R**
First Year	6,00	112,87	1 994,03
Second Year	6,00	124,58	2 200,99
Third Year	5,77	142,09	2 604,60
Fourth Year The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 40.	5,00	179,74	3 774,59

87

(f) WAGE RATES APPLICABLE TO OPERATIONS IN DIVISION D/7 ONLY

	GUARANTEED PERSONAL INCREASE IN RAND AND CENTS (Awarded to an employee as reflected in Column B)		
	A	B	New
	Percentage Increase on Scheduled Rate as at 30 June 2023	Guaranteed R/c Increase per hour	Minimum hourly wage rates
Class of Work	**%**	**R/c**	**R**
B	5,20	2,62	53,05
C	5,20	2,56	51,74
D	5,20	2,55	51,54
DDD	5,20	2,52	51,05
E	5,20	2,50	50,63
F	5,20	2,49	50,38
G	5,41	2,49	48,45
H	6,00	2,51	44,31

This gazette is also available free online at **www.gpwonline.co.za**

4. TECHNICAL SCHEDULES

SCHEDULE G

Section (a) General

Applicable to certain classes of work and/or operations throughout the Industries, including the Electrical Engineering Industry, General Engineering, Structural Metal Work and Manufacturing Engineering (n.e.s):

(1) For the purposes of this section—

'controlled machines' means machines controlled by numerical, digital, electronic and similar control systems, and where the operation and/or attending of such machines complies with the definition of any of the machining operations contained in this Schedule, such operations shall be held to apply throughout all divisions of this Agreement (n.e.s);

'Electrical Engineering Industry' means the industry concerned with—

(a) the manufacture and/or assembly from component parts of electrical equipment in the Republic of South Africa, namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors, and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment to include, but not to be limited to television, incandescent lamps, electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(b) the installation, maintenance and repair of the equipment referred to in paragraph *(a)* above in the

Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu), but does not include the Electrical Contracting Industry;

'Electrical Contracting Industry' means the Electrical Contracting Industry as defined in clause 3 of this Agreement;

'general engineering' means the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metal) or parts or components thereof and structural metalwork, including the finishing of metal goods, and the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general wood work undertaken in connection with ship repairs, but does not include work defined as 'manufacturing engineering' in clause 25 of Part I of this Agreement;

'structural metalwork' means the fabrication, erection or assembly, construction, alteration, replacement or repair of metal structures (including metal structures of boats and/or ships) and/or pressure vessels and/or components made in whole or in part of metal plate and/or metal sections (n.e.s).

(2) No person, other than a journeyman or an apprentice or a trainee, shall be employed on work classified at Rate A in this Agreement.

(3) For the purposes of this Agreement, 'trainee' means an employee under training in terms of the Skills Development Act on work classified at Rate A or Category 5 in Schedule G or under Group Z in Schedule F of Part II in this Agreement or an employee under training in terms of the provisions of a contract issued or recognised by the Council.

This gazette is also available free online at www.gpwonline.co.za

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN SCHEDULE G ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A (n.e.s)

1. Angle and plate smithing.
2. Architectural and/or ornamental metal working.
3. Armature winding.
4. Automotive machining and fitting.
5. Blacksmithing.
6. Bricklaying and/or refractory bricklaying and/or masonry work.
7. Carpentry and/or joinery (excluding the preparation of packaging and rough crating).
8. Can making
9. Constructional boilermaking.
10. Constructional pipe fitting.
11. Constructional steelworking.
12. Coppersmithing.
13. Die and/or jig and/or tool and/or gauge making and/or repairing.
14. Die-sinking and/or engraving.
15. Diesel fitting.
16. Domestic appliance mechanic's work.
17. Electrical fitting.
18. Electrical maintenance work and/or installation and/or repair work.
19. Electrician's work.
20. Electroplating.
21. Erecting and/or assembling (supervisory work on site).
22. Electronics mechanician's work.
23. End making.
24. Fitting and turning.
25. Fitting (including machining).
26. Inspecting when performed by inspectors having journeyman qualifications.
27. Instrument making and/or repairing.
28. Instrument mechanician's work (industrial instrumentation and process control).
29. Lift and/or escalator mechanic's work.
30. Lithography (metal decorating)
31. Locksmithing.
32. Machine tool setting up and/or toolsetting.
33. Marking out and/or marking off.
34. Millwrighting (electromechanical).
35. Motor vehicle repairing.
36. Moulding and/or coremaking.
37. Operating arc and/or gas welding machines on pressure vessels.
38. Patternmaking.
39. Plating and/or boilermaking.
40. Plumbing.
41. Radio communications serviceman's work.
42. Radio and/or television repairer's work, etc.
43. Radio and television mechanician's work.
44. Radiotrician's work.
45. Refrigeration mechanic (commercial and industrial).

This gazette is also available free online at **www.gpwonline.co.za**

46. Rigging and/or splicing.
47. Riveting and/or caulking pressure vessels.
48. Roll tool and templet making.
49. Roll turning.
50. Scale making and/or repairing.
51. Sheetmetal working.
52. Shipwrighting and boatbuilding.
53. Outboard/Inboard Engine Mechanic.
54. *Ship's plumbing.
    'Ship's plumbing' means work on ships for all sanitary purposes and/or water services and/or domestic heating, washing or drinking purposes.
55. Signwriting.
56. Telecommunications electrician's work.
57. Telephone communications electrician's work.
58. Templet making.
59. Testing (pressure vessels).
60. Turning (including machining).
61. Universal milling and/or universal grinding and/or universal machining.
62. Vehicle body building and/or repairing — composite and/or metal.
63. Welding and/or brazing.
64. Woodmachining and/or woodworking (excluding the preparation of packaging and rough crating).
65. Tool and cutter grinding.
66. Forklift mechanic's work.
67. Telecommunication mechanician's work.
68. Tractor mechanic's work.

RATE AA

1. *Assembling and/or erecting overhead power lines in field or on site (linesmen):
   *First six months of experience: Rate C.
   Second six months of experience: Rate B.
   Thereafter: Rate AA.
2. Building up by metal spraying.
3. Cropping and/or punching and/or shearing and/or guillotine shearing (n.e.s).
4. Ferrous welding in a finished run involving no change in procedure in respect of amperage or rate of deposition or size and type of rod.
5. *Intercommunication telephone installing (excluding electronic equipment):
   *First six months of experience: Rate D.
   Second six months of experience: Rate C.
   Third six months of experience: Rate B.
   Thereafter: Rate AA
6. *Machinist's work (n.e.s), viz. shaping, slotting, planing, milling (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary machine tools, excluding centre lathes (with or without copying and/or profiling attachments), boring mills (vertical, horizontal and turret type, with or without copying and/or profiling attachments), die-sinking machines and universal machining.
   *Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments including rules, calipers and the like.
7. Metal spinning.
8. Pattern filing and/or mounting.
9. Pressbrake operating (n.e.s).

This gazette is also available free online at www.gpwonline.co.za

10. Sailmaking.
11. Saw doctoring.

RATE B

1. Boiler tube fitting and/or expanding, excluding repair.
2. Cold sawing where the sawyer marks direct from cutting list.
3. Drilling machine work (n.e.s).
4. Down-hand ferrous welding in a finished run involving no change in procedure in respect of amperage or rate of deposition or size and type of rod.
5. Operating scarfing and/or ending machine.
6. Operating broaching machine (n.e.s).
7. Platelaying to SAR gauge.
8. Relining where original marking is done by a journeyman or apprentice (structural metal work).
9. Supervisory work (n.e.s).

RATE C

1. Flattening and/or straightening only (n.e.s).
2. Marking off to (machine shop work).
3. Operating multi-head oxyacetylene cutting machine and/or profiling and/or flame planing and/or bevel cutting machine (including setting up).
4. Operating power-driven or hydraulic press (n.e.s), including the affixing and/or removal of dies.
5. Repetition cutting and/or cropping and/or shearing and/or punching to jigs and/or stops and/or templets (n.e.s) (guillotines and cropping machines).
6. Riveting and/or caulking (metal) (excluding pressure vessels) (n.e.s).
7. Sheeting.

RATE D

1. Arc and/or gas cutting (n.e.s).
2. Bending of tubes and/or clauses in manually operated machines to templets.
3. Bending and/or forming to jigs and/or stops in power operated press brake and/or folding machine.
4. Chipping for welding and/or caulking.
5. Drilling and/or countersinking and/or reaming (n.e.s), including the use of adjustable reamers provided they are preset by a Rate A or AA employee, including the sharpening of drills.
6. Hand welding by mechnically-fed electrodes (excluding pressure vessels)
7. Hydraulic and/or pneumatic gap machine riveting.
8. Machining on repetition work by means of fixtures and/or jigs and/or stops (excluding the requirement of stops for parting off) where the work cycle is manually operated (excluding setting up but including checking with fixed gauges) (including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling) (excluding machine tool setting up and/or tool setting and/or adjusting).
9. Metal spraying for decorative purposes.
10. Operating roll forging machine.
11. Operating automatic arc and/or gas welding machine (excluding setting up).
12. Operating cold circular saw to marks and/or stops (structural metal work) (n.e.s) (excluding marking and/or setting of stops).
13. Operating drop forging machine, including the removal and/or affixing of dies where there is positive location (n.e.s).
14. Operating power saw (n.e.s), including marking off with rule and/or tape only, and including setting of stops.
15. Operating single head gas profile cutting machine and/or single and/or multi-head straight line cutting machine, including setting up.
16. Preliminary welding for positioning of jobs prior to welding, riveting or bolting up (runs of not more than 25 mm in length).

This gazette is also available free online at www.gpwonline.co.za

17. Press operating (n.e.s), including the affixing and/or removal of dies where there is positive location (excluding press brake).
18. Repetition drill sharpening by machine (other than in tool room).
19. *Repetition welding and/or brazing in fixtures.

    *Repetition welding and/or brazing in fixtures means that the fixture must be made in such a manner as to allow the maximum amount of welding and/or brazing on the article in the fixture and thereafter the same employee or a Rate B employee or an employee at a higher rate than Rate B may complete the weld on the article when it is removed from the fixture.
20. Rough painting of deck and/or bulkheads.
21. Silver soldering.
22. Tool grinding in jigs.
23. Grinding on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated, excluding setting up but including checking with fixed gauges and self-compensating wheel dressing.

RATE DD

1. Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up) (including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling, excluding machine tool setting up and/or tool setting and/or adjusting).

   For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the

   chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools (excluding any machining during the advancement and/or retraction of the tools) before and after the power cycle takes over and stopping and unloading the machine and includes random checking with fixed gauges.
2. Repetition operation of or attending semi-automatic grinding machines (n. e. s.) where the work cycle is power driven and the end point is controlled by automatically operating stops, excluding setting up but including checking with fixed gauges and self-compensating wheel dressing.

For the purposes of the above, semi-automatic machine is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to self-compensating wheel dressing, loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the grindstone, stopping and unloading the machine.

RATE DDD

1. Drilling and/or countersinking to jigs and/or metal templets and/or stops and/or reaming, using non-adjustable reamers, excluding radial drilling machines-size of drilled holes not exceeding 30 mm.
2. Operation of or attending on machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up) including random checking with fixed gauges and including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling (excluding machine tool setting up and/or toolsetting and/or adjusting).

RATE E

1. Metal spraying for protective purposes.
2. Production broaching on automatic machine where the operations prior to and after ramming are limited to loading, setting the machine in motion, stopping and unloading the machine (excluding setting up).
3. Rough grinding to templets and/or marks and/or gauges (structural metal work).
4. Dismantling, cleaning and assembling, from component parts, of single stage, centrifugal or helical rotor pumps up to 250 mm discharge diameters, requiring no fitting or adjustment, but including deburring.

This gazette is also available free online at www.gpwonline.co.za

5. Dismantling, cleaning and assembling, from component parts, of multi-stage pumps with no hydraulic balancing discs, requiring no fitting or adjustment, but including deburring:

   Provided that where employees undertake work specified in operations 4 and/or 5 a ratio of one Rate A employee for every three such employees shall be maintained.

RATE F

1. Manual and/or automatic setting and/or gulleting and/or sharpening of saws.
2. Sharpening and/or straightening of used agricultural implement parts.
3. Supervising employees employed on classes of work scheduled below Rate F (when so appointed).

RATE G

1. Affixing slings under instruction of a Rate A to D employee.
2. Application of anti-corrosive and/or anti-fouling and/or protective coatings.
3. Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing bath.
4. Attending fully-automatic machine, including random checking with fixed gauges.

   For the purposes of the above, 'fully-automatic machine' is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical-arm fed) and the manual operations are limited to setting the machine in motion, feeding a new bar into the machine or loading the magazine, as the case may be, and stopping the machine.
5. Boiler stoking and/or attending.
6. Dressing and/or deburring by hand and/or by grinding and/or portable power tools.
7. Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with preset dies, excluding press brakes and the setting of dies.
8. Heat treatment furnace loading and/or unloading and/or stoking and/or quenching under instruction of a Rate A to D employee.
9. Hot dip coating and/or galvanising under supervision of a Rate A to D employee.
10. Hydraulic testing and/or testing by air, other than the preparatory work.
11. Metal buffing and/or polishing.
12. Metal cleaning by degreasing and/or pickling.
13. Metal coating by dipping.
14. Operating tumbling barrel.
15. Operation of and/or attending special purpose machine, including the use of fixed gauges, where the manual operations are limited to loading, setting the machine in motion, stopping and unloading the machine, excluding setting up.
16. Operating drop hammer (drop hammer driving).
17. Operating power hammer (hammer driving) under instruction of a Rate A to D employee.
18. Operating manual machine designed for or permanently adapted for one only operation, where it is not necessary to centralise or true the work by hand.
19. Operating power saw for repetitive cutting off to stops and/or length gauges, excluding setting of stops (machine shop work) (other than in tool room).
20. Operating butt and/or flash and/or projection and/or resistance and/or spot welding machine.
21. Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templets.
22. Repetition cutting and/or cropping and/or shearing to stops, excluding setting up (machine shop work).
23. Repetition roller bending of material not exceeding 4 mm.
24. Repetition tapping by machine.
25. Repetition cutting to stops on reciprocating and/or friction saws (structural metal work).
26. Repetition marking off to jigs and/or length gauges.
27. Rethreading and/or re-tapping and/or reclaiming of nuts and/or bolts.

28. Riveting (10 mm diameter or less).
29. Rough straightening and/or rough flattening of material, excluding the use of rules and straight edges.
30. Sand and/or shot and/or hydro and/or grit blasting.
31. Screwing machine operating, excluding setting up.
32. Spraying of non-decorative paint.
33. Striking by hand hammer under instruction of a Rate A to D employee.
34. Straightening and/or flattening of gussets and/or cleats.
35. Stripping and/or punching of forgings and/or stampings, using preset dies.
36. Operating power operated internal transporters and/or stackers and/or handling equipment.

RATE H

1. Baling and/or cutting of scrap, other than in workshop.
2. Descaling by chipping and/or scraping of ships and/or boilers.
3. Dipping in enamel and/or lacquer and/or paint.
4. Holding up for riveting.
5. Rivet heating.
6. Stamping and/or fixing metal labels and/or name plates.
7. General labouring.
8. Oiling and/or greasing.
9. Removal of rust and/or coatings.

(i) Learners

RATE C

1. First three months of experience.....	Rate D
Thereafter.....	Rate C

RATE D

1. First three months of experience.....	Refer to table
Second three months of experience of.....	of wage rates
Thereafter.....	Rate D

Provided that—

(a) no employee may be engaged upon incentive bonus work during the learner-ship period;

(b) an employer who wishes to train an employee for any of the classes of work for which no learnership period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.

(ii) Juveniles

Wage rates payable according to ages of juveniles (n.e.s.).

Class of work	*Rates per hour*
RATE C	
1. Sixteen years and over but not exceeding 17 years.....	Rate DD
Seventeen years and over but not exceeding 19 years....	Rate D
Thereafter.....	Rate C

This gazette is also available free online at **www.gpwonline.co.za**

Class of work	*Rates per hour*

RATE D

1. Sixteen years and over but not exceeding 17 years.....	Rate DDD
Seventeen years and over but not exceeding 19 years....	Rate DD
Thereafter.....	Rate D

Provided that—

(a) no juvenile may be employed without the prior consent of the Council (see clause 19 of Part I of the Agreement);

(b) no juvenile may be engaged upon incentive bonus work.

(iii) Cranes and hoists

RATE AA

1. Crane driving-cab-operated overhead cranes handling liquid metal.

RATE B

1. Crane driving-power-operated jib cranes and/or cab-operated overhead cranes (n.e.s.).

RATE D

1. Crane driving-floor operated power cranes powered in all three directions and controlled by one man so employed.
2. Crane driving (n.e.s.) power operated jib cranes and/or cab-operated overhead cranes and/or floor-operated power cranes, powered in all three directions and controlled by one man so employed in stores and/or stockyards and/or fettling and/or service gantry and/or scrapyard areas.

For the purposes of the above, 'stores and/or stockyards and/or fettling and/or service gantry and/or scrapyard areas' means that such areas shall be exclusively used for such purposes and shall not include the performance of work and/or other activities extraneous to functions conducted in such areas.

Further, the duties of crane driving as specified in Rate D shall be confined to work within the areas as above specified. If the crane driving does not fall within the above provisions and/or if it extends beyond the areas above mentioned, the wage provisions relating to Rate AA or Rate B, as the case may be, shall obtain and have preference.

RATE F

1. Crane driving — non-slewing jib cranes.

RATE G

1. Crane operating (n.e.s.).
2. Operating power-driven hoist fixed or moved by hand or power (not under supervision).

   For the purposes of this subclause, manually, mechanically or hydraulically operated loaders attached or fitted to a vehicle as defined in subclause (iv) hereof shall not be regarded as a crane or hoist.

(iv) Vehicle driving-external transport including forklift driving

1. *(a)* Forklift driving of power-operated forklift controlled from on board by the operator.....	Job Rate F
(b) Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver.	Job Rate E
(c) Driving of a load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver.	Job Rate DD

This gazette is also available free online at **www.gpwonline.co.za**

(d) Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 Heavy Articulated Motor Vehicle Licence to be held by the driver. ..... Job Rate C

For the purposes of this subclause—

2. *(a)* The wages payable for vehicle driving and forklift driving are listed in clause 3*(b)* of Part II of this Agreement.

(b) **'Pay-load'** means the nett carrying capacity or nett load which a vehicle may carry or haul in terms of any Motor Carriers' Certificate or Certificate of Exemption issued in respect of such vehicle by a Local Road Transportation Board in terms of the Motor Carrier Transportation Act, 1930, including any trailer while attached thereto, or in the absence of such stipulation in any such certificate, the load specified in a certificate issued by the Council.

(v) Locomotive driving

1. Where labourers are employed as firemen and shunters (driver to be responsible for duties of traffic control) (n. e. s.):

(a) Government certificated..... Rate AA

(b) Not government certificated:

First three months of experience..... Rate C

Thereafter..... Rate B

2. Where other than labourers are employed as firemen and shunters (n.e.s.):

(a) Government certificated..... Rate B

(b) Not government certificated..... Rate C

(vi) Stationary engines

1. Attendant employed in full-time capacity in charge of hydraulic and/or compressor plant or plants over 7,5 kW:

(a) Government certificated..... Rate B

(b) Not government certificated:

First six months of experience..... Rate C

Thereafter ..... Rate B

(vii) Pupil engineers and/or approved students

1. First year of pupilage..... Rate D

Second year of pupilage..... Rate C

Third year of pupilage..... Rate B

(viii) Watchman's work

1. Watchman's work..... Refer to table of wage rates

(ix) Electrolytic Finishing

Electroplating and/or electrolytic finishing and/or finishing of ferrous , non-ferrous and/or other substrates.

For purposes of this technical schedule, "electroplating and/or electrolytic finishing and/or finishing of ferrous, non-ferrous, and/or other substrates" includes electroplating, anodizing, electrolysis metal deposition, wet electrostatic or electrophoretic coatings, hard chroming, vacuum coating, chemical and electrochemical brightening, powder coating, lacquering, metal finishing and operations associated with these processes.

Rate "B"

- Supervisory work.

Rate "D"

- Manufacturing of plating racks and frames.

This gazette is also available free online at **www.gpwonline.co.za**

Rate "DD"

- Maintenance and/or repairing of plating racks and frames by brazing and/or silver soldering.

Rate "F"

1. Decorative plating.
2. Supervising employees employed on classes of work scheduled below Rate "F" (when so appointed).

Rate "G"

1. Industrial plating (e.g. zinc, tin, cadmium, copper, anodizing etc).
2. Application of powder and other coatings.
3. Polishing and/or grinding (after 24 months).
4. Lacquer spraying or dipping.
5. Polish wheel making.
6. Cleaning on plating line.
7. Colour anodizing.
8. All electrolytic and/or non-electrolytic processes carried out by a bath / vat attendant.
9. All other coatings that use alternative application methods.
10. Brightening.
11. Gas burning of jigging or wire holes.

Rate "H"

1. Jigging and/or wiring.
2. Pickling and/or stripping.
3. Stripping and/or coating of jigs.
4. Barrel loading.
5. Inspection.
6. Polishing (First 7 to 24 months).
7. Attending drier and/or oven.

Electroplating sector job creation initiative:

The parties to this agreement have agreed, in an attempt to create new job opportunities in the electroplating sector and subject to the qualifications set out in the note, that Rate "H" less 30% will apply to the following operations:

1. Any form of general manual labour, including wrapping and/or packing, loading and/or unloading of vehicles, visual inspection etc.
2. Jigging and/or wiring of articles to be electroplated or similarly finished.
3. Polishing.

Important notice:

1. The above special wage structure only applies to new employees engaged on a permanent basis (i.e. excluding any employees engaged on a limited duration contract of employment and/or temporary and/or casual basis).
2. The above special wage structure may not be applied in respect of employees supplies by a Temporary Employment Service (TES / Labour Broker).
3. The special wage rates will only apply in respect of qualifying employees during their first 6 months of employment with an employer, after which period the applicable Collective Main Agreement will apply.
4. The South African Electroplating Industries Association undertakes to report to the Bargaining Council, in January of each year, declaring the number of employees engaged on this basis during the course of the

This gazette is also available free online at www.gpwonline.co.za

preceding year and the Bargaining Council and the trade union parties reserve the right to withdraw the special wage dispensation, should it be found that the wage structure has not resulted in the creation of new job opportunities in the sector.

(x) Vitreous enamelling

1. Application of enamel by means of dusting or sieving dry enamel onto heated ware, viz:
   (a) First duster ..... Refer to table
   (b) Second duster ..... of wage rates

RATE B

1. Vitreous enamelling (general supervisory work):
   First year of experience ..... Rate D
   Second year of experience ..... Rate C
   Thereafter ..... Rate B
2. Mill-room supervisor.

RATE C

1. Furnaceman (supervisory work).

RATE D

1. Overseeing any of the following operations:
   Pickling and/or degreasing and/or de-enamelling plant; brushing, dipping, and/or slushing; spraying; sign brushing; silk screening.

RATE F

1. Individual sign brushing (removal of surplus material on edges) and/or silk screening.

RATE G

1. Charging fork operating.
2. Repetition edge brushing.
3. Spraying under supervision.
4. Stoning and/or filling of enamel ware in process.

RATE H

1. Application of ground and/or cover coating by dipping and/or slushing, brushing and/or beading hollowware.
2. Dipping and/or slushing enamel ware to be finished in ground coat only.
3. Metal cleaning by pickling and/or degreasing.
4. Furnace loading and/or unloading.

(xi) Machine engraving

The following operations in engraving by machine under the supervision of a Rate A employee:

RATE E

1. Operating pantograph engraving machine for surface engraving from stock patterns and/or templets, including the lettering and/or layout of plates and/or tablets and including the setting of the pantograph to the ratio required:
   First 12 months of experience ..... Rate F
   Thereafter ..... Rate E
2. Sharpening of single lip cutters for use on pantograph engraving machines using equipment specially designed for that purpose where the setting is done by a Rate A employee:
   First 12 months of experience ..... Rate F
   Thereafter ..... Rate E

This gazette is also available free online at **www.gpwonline.co.za**

RATE H

1. Metal buffing other than die cleaning and/or polishing.

(xii) Metal and/or ceramic spraying

The following operations in metal and/or ceramic spraying:

RATE A

1. Turning (including machining) (n.e.s.).

RATE AA

1. Metal or ceramic spraying for subsequent machining purposes (n.e.s.).
   Employees engaged on this operation shall be permitted to determine type of deposition, technique to be used, and shall be permitted to set up metal or ceramic spraying machines for lower-rated employees.

RATE D

1. Hand spraying of metal or ceramic coatings where there is no machining required or no change in rate of flow of metal or ceramic and the flame setting is predetermined and set by a Rate AA employee (n.e.s.).

RATE DD

1. Attending and/or minding automatic or semi-automatic metal or ceramic spraying machines under the supervision of a Rate AA employee, including the use of pre-set measuring instruments to determine the thickness of the coating, excluding setting up (n.e.s.).

RATE E

1. Application of anti-corrosive metal coatings by flame spraying.

RATE F

1. Fusing of powdered metal coatings under the supervision of a Rate AA employee.

RATE G

1. Preheating of work pieces prior to metal or ceramic spraying by oxyacetylene torch.
2. Preparation of work pieces prior to metal or ceramic spraying by shot blasting and/or similar metal cleaning techniques.

Section (b): Electrical engineering (installation/maintenance/repair in the Provinces of the Transvaal and Natal)

Applicable to the installation and/or maintenance and/or repair of electrical equipment (n.e.s.), namely, generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), refrigeration and cooling equipment, transformers and furnace equipment in the Provinces of the Transvaal and Natal.

RATE A (n.e.s.)

1. Armature winding (n.e.s.) including the winding of all DC motors.
2. Electrical fitting.
3. Electrical maintenance work and/or installation and/or repair work.
4. Electrician's work.
5. Rotor and/or armature balancing work where the mass of the article being balanced exceeds 250 kg.

RATE AA

1. All operations (n.e.s.) in the assembling of transformers, other than a yoke above 1 000 kVA, including wiring to predetermined points on or attached to the transformer (excluding fitting adjustments).
2. *All winding operations in repair work using preformed coils (excluding connecting up on line and/or testing) in the re-winding of stators and/or rotors of A C machines rated at up to and including 600
   volts as scheduled below:

This gazette is also available free online at **www.gpwonline.co.za**

Two-pole ..... 100 kW
Four-pole ..... 75 kW
Six-pole ..... 50 kW
Eight-pole ..... 30 kW

**Ratio:* Employees may be employed on operation AA2 provided that a ratio of one Rate A employee engaged on armature winding is employed for each Rate AA employee employed. Where an employer utilises the services of employees in contravention of the ratio requirement herein contained, such employees shall be remunerated at not less than the minimum rate applicable to Rate A.

3. High potential testing when performed by persons normally engaged in operative processes.
4. Winding disc and/or spiral and/or helical windings with two or more conductors in parallel, including loading and unloading by the same employee of self-locating mandrels and/or formers.

RATE B

1. Cold sawing where the sawyer marks direct from cutting list.
2. Commutator undercutting (n.e.s.).
3. Wire drawing, including supervisory work and setting up of wire drawing machines.
4. Rotor and/or armature balancing work where the mass of the article being balanced does not exceed 250 kg.

RATE C

1. All operations (n.e.s.) in the assembling of transformers, other than a yoke up to 1 000 kVA, including wiring to predetermined points on or attached to the transformer (excluding fitting adjustments).
2. Connecting and/or sweating of leads and/or ends of transformers above 500 kVA (n.e.s.)
3. Final machining of slip rings on completed rotors (by means of special purpose machine).
4. Setting of trips and/or stops on coil forming machines.
5. Winding disc and/or spiral windings with single conductor, including loading and unloading by the same employee of self-locating mandrels and/or formers.

RATE D

1. All operations (n.e.s.) in the dismantling and assembling (excluding sub-assembly, motor fielding and fitting) of motors and generators having a rotating core diameter exceeding 500 mm under the instruction of a Rate A employee.
2. *All winding operations in repair work using preformed coils (excluding connecting up on line and/or testing) in the re-winding of stators and rotors of A C machines rated at up to and including 600 volts as scheduled below:
   Two-pole ..... 30 kW
   Four-pole ..... 22 kW
   Six-pole ..... 15 kW
   Eight-pole ..... 11 kW
3. Brazing of leads and/or located parts.
4. *Marking off material (n.e.s.).
   ***'Marking off'** means marking off material to given lengths for cutting off purposes only, using only length gauges and/or rule and/or tape measure and marking material.
5. Marking out insulation material for transformers from drawings and/or schedules under instruction of a Rate A to D employee.
6. Setting of stops on guillotine for cutting insulation only.
7. Setting of stops on manually operated guillotine.
8. Wrapping of high voltage paper bushings (foiled synthetic bonded) by machine.

RATE DD

1. Cleaning of commutator slots prior to testing.
2. Commutator undercutting where the armature is located in a jig and the cutting tool is pre-set to stops and is moved by hand.

This gazette is also available free online at **www.gpwonline.co.za**

3. *Winding and/or connecting of stators and/or armatures for AC machines with a rating not exceeding 2 kW.

Ratio: Employees may be employed on operations D2 and DD3 only provided that a ratio of not less than four Rate A and Rate AA employees and all apprentice armature winders taken together engaged on the operations to which the ratio applies are employed for each Rate D and/or Rate DD employee employed, and where at least one Rate A employee is engaged on armature winding: Provided that where employees are engaged on armature winding solely in respect of machines rated at not more than 2 kW, and that this is in a clearly demarcated area and such employees are supervised by at least one Rate A armature winder to every five Rate DD employees so engaged, the ratio need not be observed.

Where an employer utilises the services of employees in contravention of the ratio requirements herein contained, all employees engaged in the operations to which the ratio provisions apply shall be remunerated at not less than the minimum rates applicable to Rate A or Rate AA work, as the case may be.

RATE DDD

1. Field coil winding, using insulated strip.
2. Taping and/or wrapping of stator and/or rotor and/or armature coils and/or field coils and/or transformer leads and/or coils and/or conductors and/or tubes by hand.

RATE F

1. All operations in the dismantling and/or assembling of motors and generators (excluding fitting adjustments) having a rotating core diameter not exceeding 500 mm under the instruction of a Rate A employee.
2. Filing by hand of coil bars for rotors to go and no-go gauges.
3. Inserting bars in squirrel-cage rotors.
4. Mounting of covers and/or fittings and/or terminals and/or pipe work, including straightening of studs where necessary and the use of jointing material.
5. Removing top yoke prior to assembling of coils, under instruction of a Rate A to D employee.
6. Stacking and/or banding and/or securing of laminations and the positioning of clamps, including the use of fixed gauges.
7. Stator and/or rotor and/or armature coil forming by hand, using formers, or by power-driven machine (excluding setting of trips).
8. Yoke assembly.

RATE G

1. Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths and/or drying out and/or oil filling plant.
2. Checking core stacks, using pre-set gauges.
3. Cutting of non-metallic gaskets by hand.
4. Cutting up insulating material to stops and/or templets by guillotine.
5. Filing by hand of coil slots in rotors and/or stators and/or armatures to go and no-go gauges.
6. Forming insulations by machine.
7. Forming of mica insulation plates and/or mica sheets.
8. Making connector clips by hand in jigs.
9. Making up of connection strips.
10. Manual straightening of conductors.
11. Operating wire covering machine.
12. Packing and/or ironing of insulating material on to the armature to form a seat for the armature coils.
13. Pressing winding insulation into moulds, including preparatory wrapping.
14. Stripping of windings for repair of motors and generators.
15. Winding and/or pulling of stator and/or rotor loops by hand and/or by power-driven machines (excluding setting up).
16. Winding coils for motors, using wire on formers and/or spools by machine, including changing of self-locating mandrels and/or formers.

This gazette is also available free online at www.gpwonline.co.za

RATE H

1. Cleaning and/or tinning conductors.
2. Compound filling.
3. Dismantling for repair of motors and generators of a rating not exceeding 2 kW.
4. Furnace loading and/or unloading and/or stoking and/or attending.
5. Minding wire drawing machine.
6. Packing in prepared crates of repaired articles for despatch and/or sale.
7. Stamping and/or affixing metal labels and/or nameplates.
8. Varnishing machine attendant.
9. Waxing coils to ease insertion into slots.

Section (c): Saw doctoring and/or sharpening and/or reconditioning and/or repairing all types of cutting tools (excluding machine tools)

RATE AA

1. Machine tool setting up and/or toolsetting.
2. Smithing and/or blocking and/or tensioning of saws (saw doctoring).

RATE C

1. Replacing parts from stock and/or adjusting of lawnmowers and/or grass cutters, excluding the power units.

RATE D

1. Drilling and/or countersinking and/or reaming and/or enlarging circular saw centres (n.e.s.).
2. Operating lawnmower cutting cylinder and/or bottom blade sharpening machine.

RATE G

1. Assembling components requiring no fitting or adjustment under supervision of a Rate A to D employee.
2. Attending special purpose machine, including the use of fixed gauges where the manual operations are limited to loading, setting the machine in motion, stopping and unloading the machine.
3. Countersinking to stops.
4. Cutting off to stops and/or jigs by hand shears.
5. Dismantling lawnmowers and/or grass cutters, excluding dismantling of the power units.
6. Drilling to jigs and/or centre pop marks.
7. Grinding and/or buffing and/or polishing.
8. Manual and/or automatic setting and/or gulleting and/or sharpening of saws.
9. Manual reaming of circular saw centre holes to go and no-go gauges and/or pre-set stops, using tapered fixed reamers.
10. Operating butt and/or spot welding machine.
11. Removing welding burrs and/or annealing of bandsaws.
12. Repetition fly and/or treadle and/or manual pressing, where the work is operated upon with pre-set dies, other than the setting of dies and/or tools.

RATE H

1. Application of anti-corrosive and/or protective coatings by brush.
2. Etching saw blades.
3. Pin fixing in saw blades.
4. Loading and unloading in oil stiffening operations.

This gazette is also available free online at **www.gpwonline.co.za**

Section (d): Structural engineering

For the purposes of this section—

'Structural metal work' means the fabrication, erection or assembly, construction, alteration, replacement or repair of metal structures (including metal structures of boats and/or pressure vessels and/or components made in whole or in part of metal plate and/or metal sections.)

The operations in the manufacturing and/or erection and/or installation of structural metal work are detailed in the schedules below.

For the purposes of this schedule the letter appearing in the middle of each job operation number is the

code that links the operation to the relative subsection:

The 'M' relates to mechanical and structural operation.
The 'E' relates to electrical operations.
The 'I' relates to instrumentation operations.
The 'R' relates to rigging operations.
The 'W' relates to welding operations.
The "S" relates to scaffolding operations.

Special provisions shall apply in respect of Construction Sites covered by a Project Labour Agreement and details are set out in Annexure A.

* Throughout these schedules wherever a job description prescribes supervision by a Category 5 employee, such Category 5 employee shall be in a trade or a discipline similar to the task being performed.

INSTRUMENTATION WORK

Where supervision is not specified for an operation then general supervision by a Category 5 Employee will apply.

Category 5

5.I.1 Instrument assembly.
5.I.2 Instrumentation mechanicians work (industrial instrumentation and process control), including repairs.
5.I.3 Instrumentation maintenance work.
5.I.4 Instrument calibration.
5.I.5 Instrument repair work.
5.I.6 Loop checking and continuity testing.
5.I.7 Plant commissioning.

Category 4

4.I.1 Installation of control panels under instruction and supervision of Category 5 employee.
4.I.2 Installation of copper and stainless steel small bore tubing under instruction and supervision of Category 5 employee.
4.I.3 Installation of instruments under instruction and supervision of Category 5 employee.

Category 3

3.I.1 Installation of galvanised conduits and air supply tubing.
3.I.2 Installation of mineral insulated cables and/or steam tracing under instruction and supervision of Category 5 employee.
3.I.3 Installation of PVC Tubing maximum 20 mm O.D.
3.I.4 Manufacture and installation of mild steel brackets and frame works under supervision of Category 5 employee.
3.I.5 Termination of cables according to connection schedules and/or samples under instruction and supervision of Category 5 employee.

This gazette is also available free online at **www.gpwonline.co.za**

Category 2

2.I.1 Supervision over Category 1 employees.

2.I.2 The running of pre-prepared harnesses to instruments and equipment including termination of ends by means of preprepared connection schedules and including installation of terminal blocks in junction boxes and panels as marked out by, and under supervision of Category 5 employee.

Category 1

1.I.1 General labouring.

Category 1 (a)

1.I.1 *(a)* Basic labouring during first nine months' service.

RIGGING

Category 5

5.R.1 Rigging and splicing, including supervisory work involving the use of cranes and/or power driven hoists.

Category 4

4.R.1 Erection of structural steel components, including use of power hoists and/or cranes, utilising general arrangement and/or location drawings under supervision of Category 5 employee.

Category 3

3.R.1 Splicing of slings and/or wire ropes, under 20 mm diameter under supervision of Category 5 employee.

Category 2

2.R.1 Affixing and securing of slings under supervision.

2.R.2 Operating power-driven hoists and/or winches.

Category 1

1.R.1 Assisting in splicing of wire rope.

1.R.2 Lifting goods by manilla/nylon rope, including affixing and securing of slings, under supervision.

1.R.3 General labouring.

Category 1 (a)

1.R.1 *(a)* Basic labouring during first nine months' service.

MECHANICAL AND GENERAL STRUCTURAL WORK

Category 5

5.M.1 Assembling (n.e.s.).

5.M.2 Constructional boilermaking and/or constructional pipe fitting and/or constructional steelwork (n.e.s.), including:

5.M.2.1 Setting out, setting up, levelling, aligning of steelwork, pipe-work and machinery using theodolites and/or dumpy gauges and/or micrometers.

5.M.2.2 Marking-off and marking-out.

5.M.2.3 Fabrication, modification and/or rectification of steelwork and/or pipework.

5.M.3 Internal combustion engine fitting.

5.M.4 Jig and/or template making and/or repairing.

5.M.5 Mechanical fitting (n.e.s.).

5.M.6 Structural plating.

This gazette is also available free online at **www.gpwonline.co.za**

Category 4

4.M.1 Alignment of machinery using straight edge.

4.M.2 Assembly of preprocessed and/or pre-marked items forming the following finished components, where no adjustments or modifications are required, under supervision of Category 5 employee:

4.M.2.1 Rolled clauses and profiles (as supplied by mills) with welded and/or bolted end connections and stiffeners, shelf angles and plates.

4.M.2.2 Plate girders, with welded and/or bolted end connections and stiffeners, shelf angles and plates.

4.M.2.3 Latticed structural components, with welded and/or bolted fittings and/or connections including latticed columns.

4.M.2.4 Built up clauses, with welded diaphragms, stiffeners and end connections.

4.M.2.5 Pipes: Assembling of pre-prepared piping and/or pre-manufactured pipe fittings.

4.M.2.6 Plate work: Assembly of pre-assembled parts for the final assembly of bins, tanks or ducting.

4.M.3 Installation and/or expanding of boiler tubes.

4.M.4 Installation of pre-assembled mechanical components limited to mass of 5 tonnes, using power hoists and/or cranes including utilising general arrangement and/or location drawings, under supervision of Category 5 employee.

4.M.5 Installation of pre-prepared piping and/or pipe fittings (n.e.s.) under supervision of Category 5 employee.

4.M.6 Levelling and alignment of steelwork, pipework and machinery with lines and spirit levels from predetermined beacons.

4.M.7 On site modification, excluding marking off or out, under supervision of Category 5 employee.

4.M.8 Roller bending.

4.M.9 Scarfing and/or ending by machine.

4.M.10 Supervising employees employed in classes of work below Category 4.

Category 3

3.M.1 All operations in dismantling, cleaning and re-assembly of welding machines under supervision of Category 5 employee.

3.M.2 Arc and/or gas cutting (n.e.s.).

3.M.3 Assembly to jigs and/or fixtures requiring no modifications and/or adjustments (confined to workshops).

3.M.4 Attending and/or operating sawing machines including marking off and/or setting of stops.

3.M.5 Bending and/or forming of tubes and/or clauses.

3.M.6 Dismantling of steelwork and/or structures and/or pipe installations and/or mechanical components including use of gas and/or electric torch.

3.M.7 Drilling and/or counter-sinking and/or reaming including sharpening of drills.

3.M.8 Installation of pre-manufactured galleries, casings, handrails, kickplates, flooring and stairtreads where no alteration is required.

3.M.9 Installation of pre-prepared flanged and screwed pipes and/or pipe fittings, including making of joints, under supervision of Category 5 employee.

3.M.10 Marking off and/or out to templates and/or template sketches.

3.M.11 Operating power driven or hydraulic press (n.e.s.) including affixing and/or removal of dies.

3.M.12 Operating single and/or multi-head oxyacetylene cutting machines and/or profiling and/or flame planing and/or bevel cutting machines including measuring and setting up (n.e.s.).

3.M.13 Repetition roller bending and/or forming of plate using pre-set rolls (excluding setting of rolls) (n.e.s.).

3.M.14 Riveting and/or caulking (n.e.s.).

3.M.15 Sawing and/or cropping and/or shearing and/or guillotine shearing and/or punching, including measuring and/or setting up.

3.M.16 Setting and aligning pipe and plate joints, using jigs and/or fixtures, prior to welding.

3.M.17 Straightening and/or flattening (n.e.s.).

3.M.18 Supervising employees employed in classes of work below Category 3.

This gazette is also available free online at **www.gpwonline.co.za**

3.M.19 Supervising sheeting work, including marking off.
3.M.20 Supervising the torqueing of bolts.

Category 2

2.M.1 Affixing sheeting under supervision.
2.M.2 Cutting and/or grinding to marks and/or gauges, using abrasive discs or wheels.
2.M.3 Heating and holding for riveting.
2.M.4 Installation and tightening of bolts in accordance with specification requirements, including torqueing of bolts.
2.M.5 Operating gas cutting equipment for trimming materials.
2.M.6 Operating mechanical bevelling machine.
2.M.7 Reaming, using handheld machines.
2.M.8 Rough straightening and/or bending steel members under supervision. Where heat is required for straightening such operations shall be done under supervision of Category 5 employee.
2.M.9 Sand and/or shot and/or hydro and/or grit blasting.
2.M.10 Stamping and/or affixing metal labels and/or nameplates.
2.M.11 Stripping and cleaning of mechanical components as instructed by, and under supervision of Category 5 employee.
2.M.12 Threading and/or tapping.
2.M.13 Receiving, locating, preparing and issuing materials, tools and/or stock and/or consumables from requisition lists in stock and/or materials stores on a construction site.

Category 1

I.M.1 Application of anti-corrosive and anti-fouling and/or protective coatings (n.e.s.).
I.M.2 Attending a cleaning and/or degreasing and/or acid and/or rinsing bath.
I.M.3 Cutting, dressing and/or deburring by hand and/or by grinding and/or portable power tools and/or rotary wire brush and/or wire brushing by hand to marks and/or gauges.
I.M.4 Descaling by chipping and/or scraping.
1.M.5 Gas cutting of scrap.
I.M.6 Rough straightening.
1.M.7 Installation and tightening of bolts under supervision, excluding tor-queing.
I.M.8 Oiling and/or greasing.
I.M.9 Operating a hoist and pendant controlled lifting equipment, eg semi-goliath cranes, etc.
I.M.10 Operating hand hoist.
I.M.11 Removal of rust and/or coatings.
1.M.12 General labouring, including packing, stocking, loading, unloading and cleaning duties in a stock and/or materials store on a construction site.

Category 1(a)

I.M.1*(a)* Basic labouring during first nine months' service.

ELECTRICAL WORK

Where supervision is not specified for an operation, general supervision by a Category 5 employee will apply.

Category 5

5.E.1 Electrical fitting.
5.E.2 Electrical maintenance and/or installation and/or repair.
5.E.3 Electrician's work.

This gazette is also available free online at **www.gpwonline.co.za**

Category 4

4.E.1 Repetition terminating of cables and/or wires and/or conductors to junction boxes and/or connecting blocks and/or terminals by means of pre-prepared connection schedules, including soldering and/or fitting of lugs and harnessing of wires under supervision of Category 5 employee, provided no testing is done.

Category 3

3.E.1 The surface mounting of junction boxes and subsidiary and auxiliary equipment and/or cable trays and/or cable racks and/or panels by means of bolts and/or screws, including drilling of holes into positions identified and indicated by and under the supervision of Category 5 employee.

Category 2

2.E.1 Removing outer cable sheathing and stripping of individual conductors in preparation for termination, under supervision.

2.E.2 Supervision of Category 1 employees.

Category 1

1.E.1 Cleaning and/or tinning of conductors.

1.E.2 Compound filling of end or joint boxes.

1.E.3 Running in and/or laying of cables in pre-prepared routes and/or trenches and/or ducts including binding and strapping.

1.E.4 General Labouring.

Category 1(a)

1.E.1 *(a)* Basic labouring during first 9 months' service.

WELDING

Category 5

5.W.1 Welding and/or brazing (n.e.s.).

Category 4

4.W.1 Manual welding on pre-prepared structural steel and/or pipework parts and components, in all positions, including:

4.W.1.1 Butt welding carbon steel pipe joints and/or structural joints, in all positions, subject to non-statutory radiographic and/or ultrasonic tests.

4.W.1.2 Fillet welding carbon steel pipe joints and/or structural joints, in all positions, subject to non-statutory radiographic and/or ultrasonic tests.

4.W.2 Manual fillet welding of non-pressure parts attached to boilertubes, in all positions, where mandatory coding requirements must be met.

Category 3

3.W.1 Semi-automatic welding, including pressure vessels where mandatory coding requirements are to be met, including:

3.W.1.1 Semi-automatic flux cored wire arc welding.

3.W.1.2 Semi-automatic gas-shielded wire arc welding.

3.W.1.3 Semi-automatic submerged arc welding.

3.W.2 Manual ferrous welding in down hand position, including:

3.W.2.1 Butt welding steel pipe joints and/or structural steel joints in down hand position.

3.W.2.2 Fillet welding steel pipe joints and/or structural steel joints in down hand position.

This gazette is also available free online at **www.gpwonline.co.za**

Category 2

2.W.1 Pre-set automatic welding, including pressure vessels where mandatory coding requirements are to be met, including:

2.W.1.1 Operating pre-set automatic submerged arc welding machines.

2.W.1.2 Operating pre-set automatic flux cored wire arc welding machines.

2.W.1.3 Operating pre-set automatic gas shielded wire arc welding machines.

2.W.1.4 Operating automatic butt and/or flash and/or projection and/or spot and/or arc spot and/or stud welding machines.

2.W.1.5 Repetition brazing by pre-set automatic machines not involving the use of filler rods.

2.W.2 Preliminary welding of runs not exceeding 50 mm in length for positioning of jobs prior to welding, riveting or bolting up.

Category 1

1.W.1 General labouring.

Category 1(a)

1.W.1 *(a)* Basic labouring during first nine months' service.

SCAFFOLDING

Section (d) Structural Engineering : Scaffolding

Category 4

4.S.1 Erect tower according to design
Erect scaffolding according to design

4.S.2 Erect multi span bridge scaffolding with beams

4.S.3 Erect trusses out with tube and fittings

4.S.4 Erect drop scaffolding

4.S.5 Erect cantilevered drop scaffolding

4.S.6 Erect pedestrian gantry

4.S.7 Erect protection barrier

4.S.8 Erect roof saddle

4.S.9 Erect lifting gantry

4.S.10 Erect tube and fitting

4.S.11 Erect tube and fitting drop scaffolding

4.S.12 Erect seated stand

4.S.13 Erect stage platform

4.S.14 Erect pedestrian walkway and bridge

4.S.15 Erect temporary roof

4.S.16 Erect sheeted scaffold

4.S.17 Erect loading bay

4.S.18 Erect loading tower

4.S.19 Erect barrow ramp

4.S.20 Erect all types of scaffolding

4.S.21 Perform alternations whereby critical members are being removed and/or replaced

This gazette is also available free online at **www.gpwonline.co.za**

Category 3

3.S.1 Under the supervision of a Cat 4 employee
3.S.2 Erect tower
3.S.3 Erect scaffolding
3.S.4 Erect mobile tower
3.S.5 Erect bridge scaffolding with beams
3.S.6 Erect basic cantilever
3.S.7 Erect basic drop scaffolding
3.S.8 Erect basic protection barrier
3.S.9 Erect staircase tower
3.S.10 Erect basic buttress
3.S.11 Erect circular scaffolding
3.S.12 Erect basic rubble chute
3.S.13 Erect basic barrow ramp
3.S.14 Erect barricading
3.S.15 Erect edge protection
3.S.16 Erect storage rack for scaffolding equipment
3.S.17 Attach anchor bolts and fixings to install scaffolding ties, excluding drilling

Category 2

2.S.1 Under the supervision of a Cat 3 employee
2.S.2 Preparing scaffolding foundation
2.S.3 Preparing scaffolding components for the scaffolder
2.S.4 Stacking equipment on scaffolding
2.S.5 Passing up and/or lowering of scaffolding components on scaffolding
2.S.6 Moving scaffold boards to the various levels
2.S.7 Assist scaffolder to install and remove components under supervision
2.S.8 Install cantilever brackets
2.S.9 Securing of scaffold boards
2.S.10 Operating hand operated hoist

Category 1

1.S.1 Identity scaffold components
1.S.2 Identifying defective equipment
1.S.3 Handling scaffolding equipment
1.S.4 Carrying scaffolding components
1.S.5 Manual loading and/or offloading of scaffolding components
1.S.6 Passing up and/or lowering of scaffolding components
1.S.7 Storage of scaffolding components

This gazette is also available free online at **www.gpwonline.co.za**

Section (e): Fibre-glass boatbuilding

RATE G

1. Assisting chemical compounding of plastic materials and the application of such compounds.
2. Laminating by hand in reinforced plastics manufacture and gel coating.
3. Mass-measuring and issuing of scrap and/or raw materials, including pigments, to predetermined quantities.
4. Operating laminating machine.
5. Repetition cutting by machine and/or machining of plastic materials (including reinforcing fibres).
6. Repetition marking and/or tracing to templets.
7. Trimming by hand and/or by power tools.

RATE H

1. Buffing and/or finishing and/or polishing by hand and/or by power tools.
2. Operating fibre-glass spray-up machine.
3. Operating guillotine (excluding setting up).
4. Repetition drilling and/or tapping and/or thread clearing.
5. Assembling components and/or affixing with rivets and/or screws.
6. Cementing.
7. Cleaning by hand, including removal of flash.
8. Coating by brush and/or dipping and/or by spraying.

Section (f): Pattern-Making

RATE A

1. Pattern-making.

RATE AA

1. Forming of epoxy-resin moulds from master pattern.
2. Making of flat pattern boards to fixtures.
3. Pattern filing and/or mounting.

RATE DD

1. Assisting a Rate AA operator in laminating and/or filling-in of epoxy-resin moulds (A maximum of two assistants to one Rate AA operator).
2. Sandpapering of pattern equipment under supervision and at the discretion of a Rate A pattern-maker.

RATE DDD

1. Cleaning of used pattern equipment under supervision of a Rate A pattern-maker.
2. Filleting of pattern equipment under supervision of a Rate A pattern-maker, excluding the use of leather fillets.
3. Mixing and/or pouring of plaster of paris under supervision of a Rate A pattern-maker.
4. Painting of pattern equipment under supervision of a Rate A pattern-maker.

Section (g): Metal service centres

'Metal Service Centre' means an establishment undertaking activities confined to the supply of metal products to customer requirements, including profile cutting, but does not include establishments exclusively engaged in the sale of or cutting to length of metal products on a non-repetitive basis to customer requirements and further does not include the following:

(a) manufacture; and/or

(b) construction; and/or

(c) assembly; and/or

(d) erection of any article consisting mainly of metal when undertaken at such Metal Service Centre.

This gazette is also available free online at **www.gpwonline.co.za**

For the purposes of this section –

"metal products" mean billets, plates, sheets, strips, bars, rods, angles, flats, sections extrusions, pipes, tubes, wire and wire rod;

"manufacturing" means the production of articles or parts or components thereof by means of tools and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes (including the rectification of faults in the course of such processes), in separate manufacturing establishments or departments or annexures, separated from General Engineering and activities by effective closures.

RATE A (N.E.S)

Note: No person other than a journeyman or an apprentice may be employed on work classified at Rate A in Schedule G without prior permission of the Council.

RATE C

1. Supervisory work, including setting up and/or changing attachments on machines.
2. Laser cutting.
3. Setting (n.e.s.) (excluding machine tool setting up and/or tool setting) of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.
4. Quality control inspection.

RATE D

1. Operating multihead oxyacetylene cutting machines, including setting up.
2. Guillotining to cutting lists, including the setting of the guillotine only.
3. Press brake bending and/or forming to customer requirements, including setting up of press brake only.
4. Plasma and profile cutting (argon gas) and slitting of rolled coils by machine, including changing of spacers and blades.
5. Eccentric press operating, including setting of eccentric press only.
6. Radial arm drilling machine operating.

RATE DD

1. Operating single-head oxyacetylene cutting machines, including setting up.
2. Band and/or power hacksawing (n.e.s.)

RATE DDD

1. Repetition marking of material for cutting purposes to templates and/or length gauges and/or tape only.
2. Pedestal drilling on radial arm machine.
3. Roll straightening and/or flattening of steel / metal strips by machine, including setting.
4. Belt sanding of steel sheets, including changing of belts.
5. Quality control checking.

RATE F

1. Moving and/or stacking and/or wrapping and/or strapping and/or loading and/or unloading and/or raising and/or lowering materials by machine other than general labouring.
2. Guillotining to stops.
3. Repetition picking, checking and quality control.

RATE G

1. Mass measuring and/or dispatch of materials.
2. Operating power / bandsaw to stops.

This gazette is also available free online at **www.gpwonline.co.za**

CONTINUES ON PAGE 130 OF BOOK 2

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

This gazette is also available free online at **www.gpwonline.co.za**



Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11497** *Regulasiekoerant*

Vol. 688 **7 October / Oktober 2022** **No. 47254**

PART 2 OF 6

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

ISSN 1682-5845

9 771682 584003 47254



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

3. Eccentric press operating where the machine is pre-set.
4. Polishing and/or scotch briting steel pipes by machine.
5. Assisting the operator to load blades and/or spaces on a slitter machine.
6. Operating basic aluminium coiling machine.

RATE H

1. General labouring.
2. Loading and/or unloading of coils.

Except for the provisions of subsections (iv) and (viii) dealing with vehicle driving and watchman's work no other provisions of Schedule G shall apply.

Section (h): Electronics and/or Telecommunication Division

(Erection, installation, maintenance and repair in the Provinces of the Transvaal and Natal.)

All operations in the erection and/or installation and/or maintenance and/or repair of telecommunication equipment and/or any other equipment utilising the principles of electronics and/or radio, such as—

- telephone, telegraph and data transmission equipment;
- UHF and VHF radio links;
- automatic and manual telephone switching systems;
- supervisory and control systems; signalling systems;
- fault detection and alarm equipment; public address and paging systems; scientific, ultrasonic measuring and electro-medical equipment; navigation aids;
- mobile, marine, aircraft and broadcast radio equipment; closed circuit television equipment; interference suppression units; electrical and/or electronic test apparatus; industrial electronic equipment; radar and allied equipment;
- electronic distance measuring equipment.

This Division does not include the installation, maintenance or repair of domestic articles, i.e. car, home and portable radios, television, tape recorders, gramophone equipment and loudspeakers.

For the purposes of this Division—

'electronics' means equipment where the primary circuits are based on the conductance of electricity through a vacuum, gas or semi-conductor;

'radio' means equipment where the primary function is to transmit and/or receive intelligence without the aid of a physical conductor.

RATE A

1. Electronics mechanician's work (n.e.s.).
2. Telecommunication electrician's work (n.e.s.).

RATE AA

1. Sectional supervision of lower-rated operatives, including the preparation of wiring harness boards.

OPERATIVE GRADE 1 — RATE B

1. Adjustment to predetermined limits of electrically and/or mechanically operated assemblies.
2. Complete sequential adjustment of two-motion selectors and/or uniselectors to predetermined limits (n.e.s.).
3. Forming-out of cable ends to colour codes and/or pictorial sketches and/or in fixtures without reference to schematic drawings, and the terminating of cables and/or wires and/or conductors to instructions and/or samples to main equipment and/or junction boxes and/or connecting blocks and/or terminals, including soldering and/or wrapping of wires, under supervision of a Rate A employee (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

OPERATIVE GRADE 2 — RATE C

1. Cleaning and/or lubricating and/or changing ribbons on recorders.
2. Cleaning and/or topping up secondary cells and/or replacing primary and/or secondary cells for time recording and similar equipment, under supervision of a Rate A employee.
3. Oiling and greasing of motor uniselectors according to verbal instructions of a Rate A or AA employee.
4. Suspending of cables between poles and/or walls and the surface mounting of subsidiary and auxiliary equipment, namely, telephone switchboards and/or telephones and/or master and/or slave clocks and/or time recorders and/or amplifiers and/or loudspeakers and/or sound signals and/or fire alarm breakpoints and/or fire detectors and/or production recording dials and/or control units and/or watchman protection points and/or signalling equipment and/or junction boxes and/or connection frames and/or connection blocks, including the fixing to walls, floors and ceilings by means of bolts and/or screws of control panels and/or racks, under supervision of a Rate A employee.

OPERATIVE GRADE 3 — RATE DD

First 12 months of experience ..... Rate DDD
Thereafter ..... Rate DD

1. Making of wire harnesses on pre-prepared nail boards to running-out lists using colour codes and/or pictorial sketches.
2. Removing outer cable sheathing and stripping of individual conductors, in preparation for termination.
3. Repetition soft soldering on tags already wired and/or repetition wire wrapping.
4. Repetition testing with accept/reject testing equipment.

OPERATIVE GRADE 3A — RATE DDD

1. Assembly on site of pre-prepared apparatus racks where no fitting adjustments are required, using hand tools under supervision of a Rate A employee.

OPERATIVE GRADE 4 — RATE F

1. Application of anti-corrosive and/or protective coatings by brush.
2. Bolting up of pre-prepared steel work.
3. Cutting and/or grinding of metal-strip material already marked off.
4. Drilling of pre-marked holes by portable drilling machines, hole diameter not to exceed 30 mm.
5. Running in of cables in pre-prepared routes, including binding and/or fastening, but excluding wiring (n.e.s.).

OPERATIVE GRADE 5 — RATE G

1. Compound filling under supervision of a Rate A employee.
2. Laying of cables in pre-prepared trenches.
3. Spraying of paint and/or insulating medium and/or anti-corrosive coatings under supervision, other than blending.

Section (i): Radio, Television, Refrigeration and Related Equipment and Domestic Electrical Appliances Section (installation, repair and servicing)

The provisions of this section shall be applicable throughout the Provinces of the Transvaal and Natal to employers and employees engaged in the installation and/or repair and/or servicing of radios and/or refrigeration and/or domestic electrical appliances and/or television sets and/or monitors (excluding monitors that are primarily intended for use in accounting and/or business procedures) and/or video recorders and/or decoders, together with all components and/or equipment made for use in and with such equipment.

This gazette is also available free online at www.gpwonline.co.za

For the purpose of this section—

'domestic appliance mechanic's work', 'radio and television communications serviceman's work', 'radiotrician's work', 'refrigerator mechanic's work', and **'radio and television repairer's work'** mean one or more of the following classes of work:

Diagnosing of faults in, or directing or executing repairs or adjustments to, or servicing, erecting and/or installing or supervising the erection and/ or installation of, ranges, refrigerators and domestic electrical appliances, radio and/or wireless instruments, electrical sound reproducing apparatus, television sets and/or monitors and/or video recorders and/or decoders, and the carrying out of final tests or the supervision of such operations, but does not include connecting up to (or disconnecting from) existing outlets and/ or the erection of radio aerials or work done in connection with the manufacture of such appliances, apparatus and instruments;

'domestic electrical appliance' means any appliance designed to be used mainly for domestic household purposes, and operating by or using electricity.

Note: Notwithstanding the provisions of Part I, clause 19(4), of this Agreement, employees who are in possession of documentary proof that they have three or more year's practical and theoretical experience in the radio and/or television mechanician field and/or similar such artisan activity shall, for the purposes of this Schedule, be entitled to apply for and obtain a certificate of recognition of artisan status from the Council as provided for under clause 19(4): Provided that should an employee be unable to support the application with documentary proof of practical and/or theoretical experience satisfactory to the Council, the employee shall be entitled to request an ATRAMI test by an establishment nominated by the Council. Upon successful completion of the test, the employee shall be issued with the certificate of recognition as provided for in clause 19(4).

RATE A

1. Domestic appliance mechanic's work.
2. Radio and television communications serviceman's work.
3. Radio and television repairer's work.
4. Refrigerator mechanic's work (commercial and industrial).

RATE AA

1. Workshop assistant's work.

RATE D

1. Installation of aerial on user's premises:

First six months of experience.....	Rate DD
Thereafter	Rate D

RATE DD

1. Installation of temporary public address systems but excluding final testing, under supervision of a Rate A employee.
2. Mechanical and electrical installation of radios and/or television and similar equipment.

RATE DDD

The following operations, when performed in the workshops of an establishment in connection with the repair of heating and/or drying and/or personal care appliances of a load not exceeding 5 amperes except in the case of domestic heating appliances where the load does not exceed 15 amperes:

1. Repair and/or replacement of heating elements on appliances.
2. Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements, including fixing.
3. Repair and/or re-assembly of heating element containers.
4. Removing and/or replacing of motors not exceeding 750 watts at the direction of a Rate A employee, excluding final testing.

This gazette is also available free online at **www.gpwonline.co.za**

RATE F

1. Stripping and cleaning of appliances under supervision of a Rate A or AA employee.
2. Removal from and/or fitting into cabinets of assembled radiogram and/or television and/or radio chassis and/or television chassis.

RATE G

1. Preparation of wire ends under supervision.
2. Buffing and/or polishing.
3. Spraying of paint for protective purposes.
4. Re-assembly of panels onto cabinets and/or other outer casings.
5. Inserting batteries in portable radios, tape recorders, gramophones, televisions and/or personal care appliances, including plugging in the battery connections.

RATE H

1. General labouring, including preparing surfaces for painting and/or soldering.

For the purposes of this section—

'workshop assistant's work' means routine stripping of radios and/or appliances, replacement of components taken from stock and fitting adjustments confined to working within predetermined limits, including acceptance testing, undertaken in the workshop.

Section (j): Stores operations

RATE AA

1. Inventory and stores control, including supervision of Rate E employees in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process.

RATE E

1. Receiving, locating, preparing and issuing materials, tools and/or stock from requisition lists, in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process (n.e.s.), including—
   selection of stock;
   checking and recording of stock; and
   operation of materials handling equipment.

RATE H

1. General labouring, including packing, stocking, loading, unloading and cleaning duties in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process.

SCHEDULE M

Wage Schedule applicable to manufacturing where the employer has applied for and been granted a Certificate of Registration for his establishment or part thereof as a manufacturing engineering establishment as specified in clause 25 of Part 1 of the Agreement. For the purposes of this Schedule—

'manufacturing' means the production of articles or parts or components thereof by means of tools and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes (including the rectification of faults in the course of such processes) in separate manufacturing establishments or departments or annexes separated from general engineering activities by effective enclosures.

This Schedule comprises operations in general manufacturing activities not elsewhere specified in the D Divisions and grouped under the following headings:

I Machining operations.

II Forming and/or bending and/or pressbrake operations.

This gazette is also available free online at www.gpwonline.co.za

III Cutting and punching operations.

IV Drilling operations.

V Welding and soldering operations.

VI Miscellaneous operations.

VII Inspecting and/or checking operations.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN SCHEDULE M ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OFTHIS AGREEMENT

I. *Machining operations*

RATE A

1. Machine tool setting up and/or tool-setting.

RATE AA

1. *Machinist's work (n.e.s.), viz shaping, slotting, planing, milling (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary machine tools, including vertical turret machine with built-in mono-slide turret and with a table diameter not exceeding 1 250 mm, but excluding centre lathes (with or without copying and/or profiling attachments), boring mills (vertical and horizontal type with or without copying and/or profiling attachments), die-sinking machines and universal machines.

   *Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like.

RATE B

1. Operating broaching machine (n.e.s.).

RATE C

1. Setting (n.e.s.) (excluding machine tool setting up and/or tool setting) of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.

RATE D

1. Machining on repetition work by means of fixtures and/or jigs and/or stops (excluding the requirements of stops for parting off) where the work cycle is manually operated (excluding setting up but including checking with fixed gauges) (including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling, excluding machine tool setting up and/or toolsetting and/or adjustment).
2. Repetition operation of or attending a semi-automatic pull broaching machine where the work cycle is power-driven and the end point is controlled by automatically operating and/or fixed stops, excluding setting up.
   For the purposes of the above, a 'semi-automatic pull broaching machine' is one on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the holding device, passing the broaching tool through the work piece, attaching the broach to
   the ram, setting the machine in motion for the power cycle to take over and unloading the machine.
3. Tool grinding in jigs.
4. Grinding on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated, excluding setting up but including checking with fixed gauges and self-compensating wheel dressing.

RATE DD

1. Repetition operation of or attending semi-automatic machines (n.e.s.) where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up) but including checking with fixed gauges and including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling, excluding machine tool setting up and/or tool-setting and/or adjusting.

This gazette is also available free online at **www.gpwonline.co.za**

For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools (excluding any machining during the advancement and/or retraction of the tools) before and after the power cycle takes over and stopping and unloading the machine.

2. Repetition operation of or attending semi-automatic grinding machines (n.e.s.) where the work cycle is power driven and the end point is controlled by automatically operating stops, excluding setting up but including checking with fixed gauges and self-compensating wheel dressing.
   For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to self-compensating wheel dressing, loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the grindstone, stopping and unloading the machine.

RATE DDD

1. Repetitive operating of a fully automatic machine on quantity production where the operations are confined to loading the machine, where it is not necessary to centralise or true the work by hand, setting the machine in motion and unloading the work piece, including random checking with fixed gauges (n.e.s.).

RATE F

1. Repetition operation of or attending machine designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up).
2. Repetition operation of a facing and centering machine where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, stopping and unloading the machine (excluding setting up).
3. Repetition operation of or attending semi-automatic machine where the work cycle is power driven and the end point is controlled by automatically operating stops and the mass of the work pieces loaded does not exceed a mass limitation of 12 kg (excluding setting up but including random checking with fixed gauges).
   For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools (excluding any machining during the advancement and/or retraction of the tools) before and after the power cycle takes over and stopping and unloading the machine.

RATE G

1. Attending fully-automatic machine, including random checking with fixed gauges.
   For the purposes of the above, 'fully-automatic machine' is a bar-fed machine or a machine fitted with an automatic chucking device (ie magazine and/or table and/or mechanical arm fed) and the manual operations are limited to setting the machine in motion, feeding a new bar into the machine or loading the magazine, as the case may be, and stopping the machine.
2. Operating manual machine designed for or permanently adapted for one only operation where it is not necessary to centralise or true the work by hand.
3. Production broaching on automatic machine, where the operations prior to and after ramming are limited to loading, setting the machine in motion, stopping and unloading the machine (excluding setting up).
4. Repetition operation and/or attending special purpose machine, including the use of fixed gauges, where the manual operations are limited to loading, setting the machine in motion, stopping and unloading the machine (excluding setting up).
5. Repetition threading and/or tapping by machine (n.e.s.).
6. Operating screwing machine, excluding setting up.

This gazette is also available free online at www.gpwonline.co.za

II. *Forming and/or bending and/or press-brake operations*

RATE AA

1. Operating press-brake (n.e.s.).

RATE C

1. Roller bending other than repetition roller bending.

RATE D

1. Bending of tubes and/or clauses in manually operated machine to sketch (n.e.s.).
2. Bending and/or forming to jigs and/or stops in press-brake and/or folding machine.
3. Press operating (n.e.s.) including the affixing and/or removal of dies where there is positive location (excluding press brake).
4. Repetition roller bending and/or forming of plate with pre-set rolls.

RATE G

1. Assisting in removing and/or replacing dies and/or press tools (excluding setting up) under instruction of a Rate C setter.
2. Attending continuous automatic roller forming machine under instruction of a Rate A to D employee.
3. Beading and/or trimming and/or seaming and/or grooving and/or locking double side top or bottom.
4. Bending to stops of pipes and/or tubes (not exceeding 60 mm diameter) and/or clauses (not exceeding 7 mm thick) in manually and/or power operated bending machine.
5. Drop forging and/or stamping, using dies, excluding setting of dies.
6. Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies (other than press-brake) (excluding the setting of dies).
7. Hand bending and/or forming to jigs and/or dies and/or stops.
8. Operating power press to preset dies and/or guides and/or length gauges and/or stops and/or templets (excluding setting up) (excluding press-brake).
9. Operating power hammer (hammer driving) under instruction.
10. Operating drop hammer (drop hammer driving).
11. Repetition operation of extrusion press (excluding setting up) where the manual operations are limited to loading, starting, stopping and unloading under instruction of a Rate A to D employee (excluding molten copper based alloys).
12. Repetition roller bending and/or forming of material not exceeding 4 mm.
13. Repetition forging under power hammer using preset forming dies, excluding hand manipulation.
14. Repetition machine forging using dies other than by power hammer.
15. Repetition machine swaging, using dies, excluding power hammer.
16. Repetition frazing and/or pointing machine work.
17. Repetition pointing by semi-automatic machine of flat and/or square bars requiring no dimensional accuracy prior to drawing.
18. Repetition rolling in forging rolls, using segmental rolls.
19. Repetition spinning, using formers.
20. Repetition cold flaring on tube ends (bundy tubing not exceeding 20 mm in diameter).
21. Stripping and/or punching forgings and/or stampings, using pre-set dies.
22. Attending fully automatic grinding machine, including random checking with fixed gauges.

For the purposes of the above, 'fully automatic machine' is a machine fitted with an automatic device, ie magazine and/or table and/or mechanical arm fed, and manual operations are limited to setting the machine in motion, loading the magazine, as the case may be, activating the wheel dressing device and stopping the machine.

This gazette is also available free online at **www.gpwonline.co.za**

III. *Cutting and punching operations*

RATE B

1. Cold sawing where the sawyer marks direct from cutting list.

RATE C

1. Operating multi-head oxyacetylene cutting machine and/or profiling and/or flame planing and/or flame bevel cutting machine (including setting up) (n.e.s.).

RATE D

1. Arc and/or gas cutting (n.e.s.).
2. Operating single-head gas profile cutting machine and/or single and/or multi-head straight line cutting machine, including setting up.
3. Operating power saw (n.e.s.), including marking off with rule and/or tape only and including the setting of stops.
4. Operating nibbling machine (n.e.s.).
5. Repetition cutting and/or cropping and/or shearing and/or punching to jigs and/or stops and/or templets (n.e.s.) (guillotines and/or cropping machines).

RATE G

1. Operating power saw for repetitive cutting off to stops and/or length gauges (excluding setting of stops) (other than in tool room).
2. Repetition cutting and/or cropping of bars and/or billets to stops and/or length gauges and/or repetition cutting and/or cropping of scrap.
3. Repetition cutting and/or cropping and/or shearing to templets and/or marks and/or stops and/or length gauges, of plate not exceeding 5 mm thick and/or clauses not exceeding 7 mm thick.
4. Repetition operating nibbling machine and/or nibbling shears to jigs and/or templets and/or marks (excluding marking out) of material not exceeding 4 mm.
5. Repetition machine punching to gauges and/or jigs and/or stops and/or templets and/or dies and/or marks of plates not exceeding 5 mm thick and/or clauses not exceeding 7 mm thick.
6. Repetition blanking and/or piercing by press, using guides and/or jigs and/or stops and/or dies (excluding pressbrake).

IV. *Drilling operations*

RATE B

1. Drilling machine work (n.e.s.).

RATE D

1. Drilling and/or countersinking and/or reaming (n.e.s.), including the use of adjustable reamers, provided they are pre-set by a Rate A or AA employee, including the sharpening of drills.
2. Repetition drill sharpening by machine (other than in tool room).

RATE F

1. Drilling and/or countersinking to jigs and/or fixtures and/or and/or stops and/or dimples and/or for the completion of the drilling of holes pre-drilled as above and/or reaming, using non-adjustable reamers, excluding radial drilling machine-size of drilled holes not to exceed 40 mm nominal diameter (n.e.s.).
2. Repetition drill sharpening by automatic machine where the manual operations are limited to loading, starting, stopping and unloading the machine.

RATE G

1. Repetition spot facing by drill to fixtures and/or jigs and/or stops.

V. *Welding and soldering operations*

This gazette is also available free online at **www.gpwonline.co.za**

RATE AA

1. Ferrous welding in a finished run involving no change in procedure in respect of amperage or rate of deposition or size and type of rod.

RATE D

1. Hand welding by mechanically fed electrodes.
2. Operating automatic arc and/or gas welding machine (excluding setting up).
3. Preliminary welding for positioning of jobs prior to welding, riveting or bolting up (runs of not more than 25 mm in length) (n.e.s.).
4. *Repetition welding and/or brazing in fixtures.

   *Repetition welding and/or brazing in fixtures means that the fixture must be made in such a manner as to allow the employee to undertake the maximum amount of welding and/or brazing on the article in the fixture and thereafter the same employee or a Rate B employee or an employee at a higher rate than Rate B may complete the weld on the article when it is removed from the fixture.
5. Soldering (n.e.s.).

RATE E

1. Soft soldering and/or sweating by hand (n.e.s.).

RATE F

1. Operating automatic submerged arc and/or gas shielded wire and/or flux cored wire arc welding machine where the operator is confined to loading, starting, stopping and unloading the machine and the setting up of which is done by a Rate A or AA employee.

RATE G

1. Operating butt and/or flash and/or projection and/or resistance and/or spot and/or arc spot and/or seam and/or stud welding machine.
2. Repetition brazing and/or bronze welding by pre-set automatic machine not involving the use of filler rods.
3. Repetition soft soldering of material not exceeding 4 mm and/or badges and/or medals.
4. Soldering and/or sweating by dipping and/or by machine.

VI. *Miscellaneous operations*

RATE A

1. *Marking out.

   ***'Marking out'** means the marking out with measuring instruments of the centres and working lines of articles and/or material.
2. *Setting out.

   ***'Setting out'** means the setting out of work on the floor or on the bench to sketches and/or drawings and/or dimensions.

RATE B

1. Riveting and/or caulking pressure vessels.
2. Supervisory work (n.e.s.).

RATE C

1. Heat treatment (supervisory work).
2. Galvanising (supervisory work).

RATE D

1. Riveting and/or caulking (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

RATE E

1. Assembling, from component parts, of single-stage, centrifugal or helical rotor pumps up to 250 mm discharge diameter, requiring no fitting or adjustment, but including deburring.
2. Assembling, from component parts, of multi-stage pumps with no hydraulic discs, requiring no fitting or adjustment, but including deburring.

RATE F

1. Supervising employees employed on classes of work scheduled below Rate F, when so appointed.

RATE G

1. Dressing and/or deburring by hand and/or by grinding and/or portable power tools.
2. Hot dip coating and/or galvanising under supervision of a Rate A to D employee.
3. Metal coating by dipping.
4. Operating tube and/or rod and/or wire straightening machine.
5. Repetition hydraulic testing and/or testing by air, excluding setting up of testing equipment.
6. Repetition marking to jigs and/or length gauges.
7. Riveting (10 mm diameter or less).
8. Rough straightening and/or rough flattening of material, excluding the use of rules and straight edges and excluding structural metal work.
9. Rough grinding in jigs and/or to by hand portable and/or pedestal grinding machine.
10. Sand and/or shot and/or hydro and/or grit blasting.
11. Striking by hand hammer under instruction of a Rate A to D employee.

RATE H

1. Affixing slings under supervision (employees exclusively so employed).
2. Application of anti-corrosive and/or anti-fouling and/or protective coatings.
3. Attending paring and/or shaving and/or planing machine for steel wool manufacture.
4. Baling and/or cutting of scrap other than in workshop.
5. Boiler stoking and/or attending.
6. Dipping in enamel and/or lacquer and/or paint.
7. Holding up for riveting.
8. Loading of rolled sheet coils onto uncoiler and setting of uncoiler release, under supervision.
9. Metal buffing and/or polishing.
10. Metal cleaning by acid and/or by degreasing and/or by pickling and/or by rinsing and/or by fluxing.
11. Operating tumbling barrel.
12. Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or.
13. Rethreading and/or retapping and/or reclaiming of nuts and/or bolts.
14. Rivet heating.
15. Spraying of enamel and/or paint.
16. Straightening and/or flattening of gussets and/or cleats.
17. Stamping and/or affixing metal labels and/or nameplates.
18. Stretching and/or rough straightening by hand and/or by machine of bars.
19. Furnace loading and/or unloading and/or stoking and/or quenching.
20. General labouring.
21. Oiling and/or greasing.

This gazette is also available free online at **www.gpwonline.co.za**

VII. *Inspecting and checking operations*

RATE G

1. Repetition visual batch checking of unmachined components.

VIII. *Stores Operations*

RATE AA

1. Inventory and stores control, including supervision of Rate E employees in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process.

RATE E

1. Receiving, locating, preparing and issuing materials, tools and/or stock from requisition lists, in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process (n.e.s.) including—
   selection of stock;
   checking and recording of stock;
   operation of materials handling equipment.

RATE H

1. General labouring, including packing, stocking, loading, unloading and cleaning duties in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process.

This gazette is also available free online at **www.gpwonline.co.za**

SCHEDULE D

DIVISION D/O

LIGHT FABRICATING AND/OR LIGHT MANUFACTURING DIVISION (N.E.S.)

The following operations in manufacturing activities, which activities are not specifically listed in the D Divisions of this Agreement, wherein any plate utilised does not exceed 5 mm thickness and any metal sections utilised do not exceed 7 mm thickness and any bar and/or tube and/or pipe utilised does not exceed 55 mm diameter and/or any light castings and/or forgings and/or stampings utilised do not exceed 5 kg in mass.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/O ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

Section (a): General

RATE D

1. Assembling of metal sections and/or plate to jigs (n.e.s.).
2. Bending and/or forming (n.e.s.).
3. Bending of tubes and/or sections in manually operated machine to sketch (n.e.s.).
4. Galvanising (supervisory work).
5. Welding and/or brazing and/or bronze welding in fixtures and/or parts so formed and/or located as to obviate the need for a fixture.

RATE E

1. Repetition operation of or attending machines permanently adapted for semi-automatic operations (including programme controlled copying lathes), where the work cycle is power driven and the end point is controlled by automatically operating stops, so that manual operations are limited to setting the machine in motion, loading, stopping, unloading, advancing or retracting the tools before and after the power driven cycle takes over (excluding setting up) (excluding any machining during the advancement and/or retraction of the tools).

RATE F

1. Feeding centreless grinding machine for batch production work, where the setting is done by a Rate AA employee, including gauging by fixed gauges and/or comparator gauges.
2. Repetition measuring by fixed gauges and/or comparators where the setting is done by a Rate A employee.
3. Repetition production machining of bar and/or tube and/or pipe on capstan lathes to stops, where the work is held by devices not necessitating any centralising or trueing (excluding setting up). (This operation is limited to a machine not exceeding a 55 mm nominal bore diameter.)
4. Repetition soft soldering and/or sweating by hand (n.e.s.).

RATE G

1. Assembling of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.
2. Repetition blanking and/or piercing on presses, using guides and/or jigs and/or stops and/or dies.
3. Repetition countersinking with twist drill and/or rosebit to stops.
4. Repetition drilling to dimples and/or marks and/or fixtures and/or gauges and/or excluding radial drilling machine.
5. Repetition operation of or attending machines designed or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine.
6. Repetition reaming, using non-adjustable reamers.

This gazette is also available free online at www.gpwonline.co.za

7. Repetition roll marking
8. Repetition roller bending.
9. Repetition soft soldering of material not exceeding 4 mm in thickness and/or badges and/or medals.
10. Repetition threading and/or tapping.
11. Stripping and/or punching forgings and/or stampings, using dies.

RATE H

1. Baling of scrap.
2. Cutting of scrap.
3. Metal coating by dipping under instruction of a Rate A to D employee.
4. Packing of manufactured articles for despatch or sale.

Section (b): Precision engineering and cutting tool manufacture

Subject to the conditions set out hereunder, the provisions of *Section (a): General* of Division D/O shall *mutatis mutandis* apply for any work undertaken in precision engineering and/or cutting tool manufacture not scheduled in this section.

RATE F

1. Repetition thread grinding.

RATE G

1. Heat treatment under the supervision of a Rate C employee.
2. Repetition backing-off grinding, single purpose machine.
3. Repetition broaching of die nuts in jigs.
4. Repetition drill sharpening by machine.
5. Repetition drill and/or tap point grinding.
6. Repetition drill and/or tap and/or shear blade straightening.
7. Repetition grinding slits in dies on special purpose machine, using jigs (excluding setting or adjustment).

DIVISION D/1

AGRICULTURAL IMPLEMENT AND/OR IRRIGATION MACHINERY (INCLUDING WINDMILLS) AND/OR ENGINES MANUFACTURING, ERECTING AND ASSEMBLING DIVISION

The following operations in the manufacture and/or assembling and/or erecting in the factory of agricultural implements and/or irrigation machinery and/or windmills and/or engines, but does not include General Engineering as defined:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/1 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE AA

1. Assembling of premanufactured components from stock where fitting is required.
2. *Marking out.
   ***'Marking out'** means the marking out with instruments of the centres and working lines of articles and/or material preparatory to machining and/or processing and/or fabricating.
3. Repetition filing of keys
4. Repetition measuring with precision instruments (n.e.s.).
5. *Setting out.
   ***'Setting out'** means the setting out of work on the floor or on the bench to sketch and/or drawings and/or dimensions.
6. Toolsetting for machining on repetition work by means of jigs and/or stops and/or fixtures and/or trips and/or cut-outs on turret and/or capstan lathes and/or milling and/or planing and/or slotting machines and/or semi-automatic copying machines.

This gazette is also available free online at **www.gpwonline.co.za**

7. Working supervisor, supervising two or more sectional supervisors.

RATE B

1. Repetition measuring of agricultural discs with precision measuring instruments.
2. Repetition measuring of batch machined components by means of verniers and/or rules and/or tape measures to drawings and/or samples.
3. Supervision (sectional) (n.e.s.).

RATE C

1. Repetition drill sharpening by hand.
2. Repetition measuring of batch unmachined components by means of verniers and/or rules and/or tape measures to drawings and/or samples.
3. Repetition operation of multi-head oxyacetylene profiling and/or cutting machine (including setting up) (n.e.s.).
4. Repetition shearing and/or trimming of angle shares to marks after forging.
5. Repetition swaging under hammer without dies.
6. Straightening and resetting of machined components using machines fitted with dial gauges and/or templets.

RATE D

1. Arc air and/or arc and/or gas cutting.
2. Drill sharpening by machine.
3. Galvanising (supervisory work).
4. Heat treatment (supervisory work).
5. Machining (n.e.s.) on repetition work by means of fixtures and/or jigs and/or stops (excluding the requirements of stops for parting off) where the work cycle is manually operated (excluding setting up but including the use of fixed gauges) (n.e.s.).
6. *Marking off.

   ***'Marking off'** means marking off material to given lengths for cutting off purposes only, by means of length gauges and/or rule and/or tape measure and marking material.
7. Operating radial drilling machine to jigs and/or fixtures and/or marks (n.e.s.).
8. Production electric welding in jigs and/or assemblies already partly welded in jigs so as to minimise the effect of distortion and where the amperage, size or type of rod or rate of deposition is predetermined (n.e.s.).
9. Production gas welding and/or brazing in jigs and/or assemblies already partly gas welded and/or brazed in jigs so as to minimise the effect of distortion and where a Rate A employee sets the regulators and jets.
10. Repetition machine punching (n.e.s.).
11. Repetition operation of single and/or double headed oxyacetylene profiling and/or cutting machines operating with magnetised followers to templets.
12. Repetition sizing of keys on keygrinding machines in assembling of components from stock.
13. Repetition hardness testing by machine.
14. Repetition operation of multi-head oxyacetylene and/or gas profiling and/or cutting machines to jigs and/or fixtures and/or templets and/or stops (excluding setting up and operation of optical tracing machines).

RATE DD

1. Operating semi-automatic continuous gas-shielded and/or flux cored wire arc-welding machines (including setting).
2. Repetition operation of single-headed oxyacetylene and/or gas profiling and/or cutting machine to jigs and/or fixtures and/or templets and/or stops (excluding setting up and operation of optical tracing machines).

RATE E

1. Operating side and/or vertical head grinders to gauges and/or and/or stops.
2. Operating semi-automatic, continuous, gas-shielded and/or flux cored wire arc welding machine (excluding setting).
3. Repetition operation of or attending semi-automatic machines where the work cycle is power driven and the end point is controlled by automatically operating stops.

This gazette is also available free online at **www.gpwonline.co.za**

For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools (excluding any machining during the advancement or retraction of the tools) before and after the power cycle takes over and stopping and unloading the machine.

4. Supervising employees employed on classes of work scheduled below Rate E when so appointed.

RATE F

1. Operating hand portable and/or pedestal grinding machine to and/or fixed gauges.
2. Repetition batch checking of components by means of fixed gauges and/or samples and/or jigs and/or checking fixtures.
3. Repetition drilling, using jigs on radial drills.
4. Resetting and/or straightening of unmachined components to and/or jigs and/or fixtures, using presses (other than by the original process).
5. Soldering and/or sweating by hand.
6. Functional checking of engine sets to pre-set limits, under supervision of a Rate A employee.

RATE G

1. Attending electroplating bath when appointed as electroplating bath attendant.
2. Automatic straightening and/or rounding and/or reducing and/or expanding and/or extracting (n.e.s.).
3. Assembling of premanufactured components from stock requiring no fitting or adjustment but including deburring.
4. Cutting off to jigs and/or stops and/or length gauges and/or marks and/or cutting off scrap by machine.
5. Circular cutting and/or flanging and/or slitting by machine.
6. Driving power hammer.
7. Drop forging and/or stamping, using pre-set dies (excluding setting of dies).
8. Fly and/or treadle and/or manual pressing and/or notching, where the work is operated upon with pre-set dies, other than setting of dies and/or stops.
9. Hot dip coating and/or galvanising.
10. Jennying (by machine).
11. Operating upset forging machine.
12. Power pressing, where the work is operated upon with pre-set dies, other than setting of dies.
13. Repetition operation of flash and/or butt and/or spot and/or arc spot welding and/or seam welding machines.
14. Repetition drilling and/or countersinking and/or reaming, using jigs and/or marks and/or gauges and/or stops.
15. Repetition hot and/or cold bending and/or forming to jigs and/or dies and/or stops.
16. Repetition hot and/or cold blanking and/or piercing on presses.
17. Repetition hot and/or cold riveting.
18. Repetition machine punching to jigs and/or dies and/or stops and/or gauges and/or marks and/or templets.
19. *Repetition marking off and/or out to jigs and/or templets.

    ***'Templet marking'** means the marking of material with the aid of a templet and scriber or marking material.
20. Roller bending and/or forming by machine.
21. Repetition screwing with die heads and/or taps by machine and/or by hand.
22. Repetition frazing and/or pointing and/or swaging machine work.
23. Removing and replacing dies and/or tools (excluding setting up) under the instruction of a Rate C setter.
24. Repetition bending of plough beams under supervision.
25. Repetition edge-forming of discs by machine.
26. Repetition shearing and/or trimming to pre-set dies of plough shares after forging.
27. Repetition hand riveting.
28. Straightening.
29. Striking by hand hammer under supervision of a Rate A or AA employee.

This gazette is also available free online at **www.gpwonline.co.za**

30. Stripping of and/or punching forgings and/or stampings, using dies.
31. Touching up with paint and/or prime coating.
32. Trimming and/or rolling and/or corrugating and/or body forming by machine.
33. Connecting preformed and/or prepared wires to predetermined points and/or connections.
34. Repetition crimping of terminals and/or stripping wires and/or cables on cables up to 13 mm diameter.
35. Repetition cutting and/or preforming sets of wires to jigs and/or fixtures and/or templets and/or length gauges.
36. Repetition mounting of engine sets on test beds, including connecting of self-locating couplings, and starting.

DIVISION D/2

CHAIN MANUFACTURING DIVISION

The following operations in the manufacture and/or fabrication and/or assembling of round link chains and/or attachments, viz:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/2 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE AA

1. Forge welding of chains and/or links and/or rings and/or attachments.
2. Manufacture of links and/or rings and/or hooks and/or attachments by hand and/or under power hammer without using any pre-set dies.
3. Supervising and/or setting up of fully automatic chain forming and/or chain welding machines, including operations incidental thereto.

RATE B

1. Setting up of fully automatic twisting and/or multislide forming and/or straightening and/or knotted chain and/or calibrating and/or stamping and/or weld trimming machines, including operations incidental thereto.
2. Setting up of semi-automatic hot and/or cold link bending and/or shaping and/or link studding and/or stretching and/or gauging machines, including operations incidental thereto.
3. Setting up of semi-automatic butt and/or flash and/or projection and/or spot welding machines, including operations incidental thereto.

RATE C

1. Supervising inspection and/or testing of chain and/or chain attachments.
2. Supervising and/or presetting and/or adjusting endothermic generators and/or heat-treatment furnaces and/or link heaters.

RATE D

1. Welding of chain links and/or rings and/or attachments on manually operated arc and/or shielded arc and/or atomic hydrogen welding machines.

RATE F

1. Feeding automatic grinding machine for batch production work, including gauging by fixed gauges and/or comparator gauges, but excluding setting up.

RATE G

1. Operating fully automatic twisting and/or multislide forming and/or chain link bending and/or chain link welding and/or knotted chain and/or wire chain and/or gauging and/or calibrating and/or straightening machines.
2. Repetition production drilling to jigs.
3. Assembling of grip trips and/or chain components and/or attachments, including the finishing by pneumatic tools (n.e.s.).
4. Repetition threading and/or tapping of chain components and/or attachments.

This gazette is also available free online at **www.gpwonline.co.za**

5. Routine testing and/or visual inspection of chain and/or attachments.

RATE H

1. Operating automatic flash trimming machines.
2. Operating resistance bar heater.
3. Operating and/or feeding links and/or rings and/or attachments and/or blanks to pre-set hand operated and/or semi-automatic studding and/or forming and/or butt and/or flash and/or projection and/or spot welding machines.
4. Operating upsetting machines.
5. Power pressing where the work is operated upon with pre-set dies (other than setting of dies).
6. Repetition cutting-off to stops with friction and/or power saw and/or band saw and/or bar cropping and/or shearing machine and/or power press.
7. Repetition sawing of rings and/or attachments by hand and/or power saw and/or band saw, using jigs and/or pre-set dies.
8. Stretching and/or gauging of chain and/or attachments in semi-automatic machines to predetermined stops and/or length gauges.
9. Stripping and/or punching drop forgings and/or drop stampings and/or pressings and/or attachments by machine, using dies.
10. Operating link opening and/or closing machine.
11. Assembling of chain and/or chain attachments.
12. Hand mending of chain links and/or rings and/or hooks and/or attachments to jigs.
13. Marking of chains and/or attachments and/or of packing materials under supervision of Rate AA to D employee.
14. Attending tumblers and/or vibrators and/or coppering plant.
15. Operating pointing and/or wire welding and/or wire drawing machines under supervision of Rate AA to D employee.
16. Packing and/or reeling and/or loading of chains and/or attachments.
17. Preparing and/or assembling packing materials.

DIVISION D/3

CYCLE MANUFACTURING DIVISION

The following operations in the manufacture of cycles and/or components and/or accessories thereof:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/3 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

Section (a): General

RATE A (n.e.s.)

1. Bricklaying and/or refractory bricklaying and/or masonry work.
2. Carpentry and/or joinery (excluding the preparation of packaging and rough crating).
3. Die and/or jig and/or tool and/or gauge making and/or repairing.
4. Die-sinking and/or engraving.
5. Diesel fitting.
6. Electrical maintenance work and/or installation and/or repair work.
7. Fitting and turning.
8. Fitting, including machining.
9. Inspection when performed by inspectors having journeyman qualifications.
10. Machine tool setting up and/or tool setting.
11. Motor vehicle repairing.
12. Sheetmetal work.
13. Turning, including machining.
14. Welding and/or brazing.

This gazette is also available free online at www.gpwonline.co.za

RATE AA

1. *Machinist's work (n.e.s.), viz shaping, slotting, planing, milling (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary machine tools, including vertical turret machine with built-in mono-slide turret and with a table, diameter not exceeding 1 250 mm, but excluding centre lathes (with or without copying. and/or profiling attachments), boring mills (vertical and horizontal type with or without copying and/or profiling attachments), die-sinking machines and universal machines.

   *Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like.
2. Supervisory work (n.e.s.):

   First six months of experience..... Rate B
   Thereafter ..... Rate AA

RATE C

1. Setting (n.e.s.) (excluding machine tool setting up and/or tool setting) of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.

RATE D

1. Drilling and/or countersinking/(n.e.s.).
2. Machining on repetition work by means of fixtures and/or jigs and/or stops (excluding the requirements of stops for parting off) where the work cycle is manually operated (excluding setting up but including checking with fixed gauges) (including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling, but excluding machine tool setting up and/or tool setting and/or adjusting).
3. Repetition operation of or attending a semi-automatic pull broaching machine where the work cycle is power driven and the end point is controlled by automatically operating and/or fixed stops, excluding setting up.

   For purposes of the above a 'semi-automatic pull broaching machine' is one on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the holding device, passing the broaching tool through the work piece, attaching the broach to the ram, setting the machine in motion for the power cycle to take over and unloading the machine.

RATE E

1. Supervising employees employed on classes of work scheduled below Rate E (when so appointed).

RATE F

1. Brazing pre-loading forks and/or handle-bars.
2. Dip and/or ring brazing, including patching and/or the replacement of burnt bricks, but excluding re-building.
3. Final adjustment to finished cycles.
4. Repetition lining with paint and/or synthetic material.
5. Repetition gas profile cutting or rear plate working to.
6. Repetition operating special purpose machines (n.e.s.) designed for or permanently adapted for multiple operations in the production of cycle components and/or accessories where no centralising or trueing of the tools is required, excluding setting up, but including the positioning of fixtures.
7. Repetition production machining of cycle components not exceeding 5 kg in mass, to stops where the work is held by devices not necessitating any centralising or trueing, including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling (excluding machine tool setting up and/or tool setting and/or adjusting). (This operation is limited to a machine not exceeding a 55 mm nominal bore diameter).
8. Repetition welding and/or brazing of cycle component parts and/or accessories, using fixtures and/or parts so located as to obviate the need for a fixture.
9. Supervising employees employed on classes of work scheduled below Rate F (when so appointed).
10. Trueing wheels to fixtures and/or on special purpose machine.

This gazette is also available free online at www.gpwonline.co.za

11. Operating and/or attending a special purpose machine designed for or adapted for a single operation where the operator only has to load, operate and unload, including positioning of stops to fixed gauges.

RATE G

1. Application of enamel and/or paint and/or powder and/or lacquer.
2. Assembling (n.e.s.).
3. Lacing of spokes into wheels.
4. Operating automatic grinding machine.
5. Operating cold heading machine.
6. Operating continuous rolling machines for mudguards and/or wheel rims.
7. Operating fly and/or treadle and/or manual press to pre-set dies and/or stops, including the positioning of stops.
8. Operating forging machine.
9. Operating power press to pre-set dies and/or guides and/or stops.
10. Repetition butt and/or flash and/or projection and/or resistance and/or spot and/or arc spot and/or seam and/or stud welding by machine.
11. Repetition cutting and/or cropping and/or sawing and/or shearing to stops and/or length gauges and/or templets and/or marks and/or jigs, including setting of stops and use of rule and/or tape only (excluding power-driven guillotine).
12. Repetition drilling and/or countersinking and/or reaming, using jigs and/or fixtures and/or pops in the mass production of cycle components and/or accessories, including the positioning of fixtures and/or stops and including the use of fixed gauges, provided the adjustable reamers are pre-set by a Rate A or Rate AA employee.
13. Repetition induction brazing of cycle components and/or accessories.
14. Repetition machine swaging and/or doming.
15. Repetition operation of cycle axle profiling machine where the operator's duties are confined to loading and unloading and stop/start, including repositioning of stops controlling the length of the axle, and including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling (excluding machine tool setting up and/or tool setting and/or adjusting), and including the use of fixed gauges.
16. Repetition operation of spring coiling and/or forming machine.
17. Repetition threading and/or tapping by machine (including positioning of fixtures).
18. Repetition welding of seat pillars in fixtures.
19. Riveting (10 mm diameter or less).
20. Running of nipples and tensioning of spokes in jigs and/or fixtures.
21. Sub-assembling:
    (a) Assembly of saddle and/or mudguard components and/or brake work and/or hubs and/or pedals;
    (b) pegging of frames and/or forks and/or handlebars in jigs.
22. Tack welding of frame tubing and/or bottom bracket shell and/or back plate, using fixtures.
23. Tube bending to formers and/or stops (including positioning of stops to fixed gauges).
24. Buffing and/or mopping and/or abrasive polishing by machine and/or by hand.
25. Dressing and/or deburring by hand and/or by grinding and/or portable power tools, including changing of tools.
26. Fettling and/or filing and/or removing surplus brass by machine and/or by hand.

RATE H

1. Affixing name plates.
2. Application of transfers.
3. Crating and/or packing and/or wrapping for despatch.
4. Grinding ends of spokes in jigs.
5. Inserting metal liners.
6. Plating bath attendant.
7. Random checking with fixed gauges.

This gazette is also available free online at **www.gpwonline.co.za**

8. Repetition stamping of manufacturer's numbers in sequence.
9. Shot blasting.
10. Spraying of enamel and/or paint and/or lacquer.
11. Tumbling barrel attendant.
12. Assembling and/or nailing of crates.
13. Cleaning and/or degreasing and/or rinsing and/or fluxing and/or etching in baths.
14. Cleaning frames for enameling.
15. Debrassing and/or electrolytic cleaning vat attendant.
16. Dip enamelling and/or phosphating and/or stove attendant.
17. Fitting tyres and/or tubes and/or inflating.
18. Frame flatting (first and second coats).
19. Furnace loading and/or unloading and/or quenching.
20. General labouring.
21. Loading and/or unloading of plating and/or anodising racks.
22. Wiring and/or unwiring of articles for immersion in baths.

Section (b): Plastics operations

RATE G

1. Assisting chemical compounding of plastic materials and the application of such compounds.
2. Automatic machine operating.
3. Mass-measuring and issuing of scrap and/or raw plastic materials, including pigments to predetermined quantities.
4. Operating plastic production machine (n.e.s.) (including injection or compression or transfer or blow moulding, vacuum coating, vacuum forming, extrusion, casting, calendering and/or H F Heat sealing machines), including machine running adjustments when necessitated by the manufacturing process.
5. Operating plastic scrap grinding machine.
6. Removing and/or replacing dies and/or moulds and/or tools under instruction of a Rate C setter.
7. Trimming plastic components and/or parts by hand and/or by power tools.

RATE H

1. Buffing and/or finishing and/or polishing of plastic parts and/or components by hand and/or by power tools.
2. Operating plastic materials mixing and/or blending machine.
3. Cleaning by hand, including removal of flash.
4. Colour filling embossed or impressed plastic mouldings.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/4

EDGE HAND AND/OR SMALL TOOLS (OTHER THAN PRECISION AND/OR MACHINE TOOLS) AND/OR SAW MANUFACTURING DIVISION

The following operations in the manufacture of edge hand and/or small tools and/or saws other than precision and/or machine tools:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/4 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE B

1. Smithing and/or blocking of saws:

First six months' experience	
Second six months' experience.....	Refer to table
Third six months' experience	of wage rates
Fourth six months' experience.....	
Thereafter.....	Rate B

RATE C

1. Grinding of circular saws to fixed gauges.
2. Repetition sharpening of drills by hand.
3. Setting of dies and/or fixtures and/or guides and/or jigs and/or knives and/or woodworking cutters on production machines, excluding tool setting and rotary and/or reciprocating machines, but including drilling machines.

RATE D

1. Heat treatment (supervisory work).
2. Drawing of edge hand and/or small tool under mechanised hammer.
3. Drill sharpening by machine.

RATE E

1. Repetition production hand tack welding of edge hand and/or small tools.
2. Repetition operation of attending machines permanently adapted for semi-automatic operations (including programme controlled copying lathes) where the work cycle is power-driven and the end point is controlled by automatically operating stops, so that manual operations are limited to loading, setting the machine in motion, advancing or retracting the tools before and after the power cycle takes over, stopping and unloading, excluding setting up.

RATE F

1. Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops, excluding setting up.

   For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.
2. Repetition production machining of bar on capstan lathes to stops where the work piece is held by devices not necessitating any centralising or trueing, excluding setting up. (This operation is limited to a machine not exceeding 52 mm nominal bore diameter.)
3. Soft soldering and/or sweating by hand (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

RATE G

1. Operating routers to templets, excluding setting up.
2. Production checking with or without fixed gauges.
3. Repetition cutting and/or cropping and/or shearing to marks and/or length gauges and/or stops.
4. Repetition enlarging of holes in circular saws by drilling and/or nonadjustable reamers.
5. Repetition drilling and/or countersinking to jigs and/or stops and/or fixtures.
6. Repetition reaming, using non-adjustable reamers.
7. Repetition drilling to dimples and/or fixtures and/or marks and/or gauges and/or jigs and/or stops and/or pops and/or templets, excluding radial drill.
8. Repetition hot and/or cold bending and/or forming by machine to dies and/or jigs (n.e.s.).
9. Repetition machine swaging and/or forging, using dies on beater picks.
10. Repetition stage loading of forging dies, excluding free-hand manipulation.
11. Repetition marking to jigs and/or templets.
12. Repetition hot and/or cold blanking and/or piercing and/or slitting, using guides and/or jigs and/or stops and/or dies.
13. Repetition hot and/or cold punching, using guides and/or jigs and/or stops and/or dies and/or marks and/or gauges and/or templets.
14. Repetition manual and/or automatic setting and/or sharpening of all types of wood working saws.
15. Repetition hot and/or cold straightening by hand.
16. Stretching and/or rough straightening of bars by hand and/or by machine.

RATE H

1. All tool assembling operations.
2. All wood handle-making operations.
3. Grinding and/or polishing, excluding precision grinding.
4. Pin fixing in saw blades.
5. Marking of trade symbols.
6. All packaging operations, including and incidental to addressing, labelling and marking for transport.
7. Scrap cutting.
8. Application of anti-corrosive and/or protective coatings.
9. Sand and/or shot and/or hydro and/or grit blasting.
10. Boiler stoking and/or attending.

DIVISION D/5

PRESS KNIFE AND CUTTER AND FOOTWEAR TACK AND NAIL MANUFACTURING DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/5 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A

1. Forging and/or welding (n.e.s.).

RATE B

1. Supervisory work (n.e.s.).
2. Supervisory work, including setting up, in the manufacture of footwear tacks and nails:

First year's learnership	Rate D
Second year's learnership	Rate C
Thereafter	Rate B

This gazette is also available free online at **www.gpwonline.co.za**

RATE C

1. Supervisory work (Heat treatment)
   First six months..... Rate D

RATE D

1. Making and/or marking metal patterns and/or templets.
2. Milling and/or routing of steel to profile, by machine.
3. Final edging and/or sharpening to templets.
4. Final checking of knives to pattern.

RATE E

1. Brazing and/or silver soldering of knife steel at joints.
2. Sawing of knife steel.
3. Welding of knife steel and bracing steel (n.e.s.).
4. Pedestal and/or hand drilling to patterns for perforating tubes and/or prickers.
5. Jigging of plywood or other substance to pattern, and insertion of knife steel, punches and prickers into the jigged material.

RATE F

1. Random drilling of knife steel.
2. Surface grinding by machine to obtain a flat surface.
3. Making and/or marking metal patterns under supervision of a Rate D employee.

RATE G

1. Butt and/or spot and/or stitch welding by machine.
2. Bending knife steel to patterns and/or templets.
3. Grinding, sanding and/or filing of knife steel prior to final edging.
4. Marking and/or cutting of knife and/or bracing steel.
5. Operating tack and/or nail making machines.
6. Oxidizing of finished articles.
7. Punching of identifying symbols onto knives and/or cutters.
8. Insertion of prickers and/or perforating tubes by press.

RATE H

1. Application of protective paint coating.
2. Buffing and/or polishing.
3. Cleaning and/or pickling.
4. Furnace loading and/or unloading and/or stoking and/or quenching.
5. General labouring.

DIVISION D/6

FOUNDRY AND/OR CASTINGS DIVISION

No person under the age of 18 years and six months shall be employed on work scheduled at Rate Al, AA or AB.

OVERRIDING PROVISIONS

(1) In the event of vacancies occurring for Rate Al or AA work hereinafter set out, Rate AA or AB employees within the establishment shall be considered for promotion in the first instance for such work.

(2) Coring up and/or corelaying and/or making up and/or closing of permanent metal moulds where there are sand inclusions, including core and/or cores, shall be done by a Rate A, Rate Al, Rate AA, Rate AB or Rate B employee.

This gazette is also available free online at www.gpwonline.co.za

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/6 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A

1. Moulding and/or coremaking (n.e.s.).

   Moulds made by Rate A employees may include hand or machine-made cores made by Rate A1 and Rate AA employees: Provided that the coring up and/or corelaying and/or closing of the mould is done by a Rate A employee.

RATE A1

1. Moulding by machine and/or by hand by special application to the job (n.e.s.).

   'Special application to the job' means the utilisation of purpose-made moulding boxes having machined pins and drilled lug holes and adapted to the moulding machine and purpose-made plate patterns, so constructed that the patterns, ingates and runners other than downgates are mounted and fixed to the plates or are an integral part of the plates and includes plate moulding.

   Moulds made by Rate A1 employees may include machine-made cores made by Rate AA, Rate AB or Rate B employees: Provided that the coring up and/or corelaying and the closing of the mould is done by Rate A1 employees.

2. Coremaking by hand and/or by machines (n.e.s.).
3. Moulding and/or coremaking by hand/machine where the moulds/cores are cured in the box and/or loose frames and where the area of the pattern plate in contact with the mould exceeds 1,5 m² and where the pattern plates are so constructed that the patterns, ingates and runners, other than downgates, are mounted and fixed to the plates or are an integral part of the plates and includes plate moulding (n.e.s.).

Note: Wage rates applicable to Rate A1 to be the same as Rate A above.

RATE AA

1. Moulding by machine and/or by hand by special application to the job (n.e.s.).

   'Special application to the job' means the utilisation of purpose-made moulding boxes (such moulding boxes not to exceed an internal area of 1 m² in contact with the pattern plate where the cope and drag make a complete mould) having machined pins and drilled lug holes and adapted to the moulding machine and purpose-made plate patterns, so constructed that the patterns, ingates and runners other than downgates are mounted and fixed to the plates or are an integral part of the plates, and includes plate moulding and the use of boxes of an internal area exceeding 1 m² in contact with the pattern plate in respect of the production of agricultural and irrigation parts, sewerage pipes and/or sewerage fittings, stoves and wheels for rolling stock; and shall include the use of multiple patterns for moulds made in moulding boxes exceeding an internal area of 1 m² in contact with the pattern plate and where no one casting would exceed 1 m² in area.

2. Coremaking by machine (n.e.s.) and/or by hand not exceeding core sizes capable of being inserted into moulds made in boxes not exceeding the limitation specified in 3 above.
3. Moulding and/or coremaking by hand/machine where the moulds/cores are cured in the box and/or loose frames and where the area of the pattern plate in contact with the mould exceeds 1 m² but does not exceed 1,5 m² and where pattern plates are so constructed that the patterns, ingates and runners, other than downgates, are mounted and fixed to the plates or are an integral part of the plates and includes plate moulding (n.e.s.).
4. Supervising spin-casting machines where sand is included.
5. Teeming of castings in steel foundries.

RATE AB

1. Moulding by machine by special application to the job and including the operation of fully automatic moulding machines.
2. Coremaking by machine, including the operation of fully automatic coremaking machines (n.e.s.) cores capable of being inserted into moulds made in boxes not exceeding the dimensions specified hereunder.

This gazette is also available free online at www.gpwonline.co.za

Repetition operation limited to the use of boxes of an internal area not exceeding 0,7 m² in contact with pattern plate where the cope and drag make the complete mould.

For the purposes of work classified at Rate AB above, 'special application to the job' means the utilisation of purpose-made moulding boxes having machined pins and drilled lug holes and adapted to the moulding machine and purpose-made plate patterns so constructed that the patterns, ingates and runners other than downgates are mounted and fixed to the plates or are an integral part of the plates, and includes plate moulding.

3. Moulding by hand/machine where the moulds are cured in the box and/or loose frames and where the area of the pattern plate in contact with the mould does not exceed 1 m² and where the pattern plates are so constructed that the patterns, ingates and runners, other than downgates, are mounted and fixed to the plates or are an integral part of the plates and includes plate moulding (n.e.s.).
4. Coremaking by hand/machine where the cores are cured in the box and/or loose frames for insertion into moulds made in moulding boxes of an integral area exceeding 0,7 m² but not exceeding 1 m² when the mould was in contact with the pattern plate.

RATE B

1. Corelaying (n.e.s.) — laying of cores into moulds made in moulding boxes of an internal area not exceeding 1 m² when the mould was in contact with the pattern plate.
2. Coremaking by hand/machine where the cores are cured in the box and/or loose frames for insertion into moulds made in moulding boxes of an internal area not exceeding 0,7 m² when the mould was in contact with the pattern plate.
3. Supervising of melting and/or smelting operations (other than in steel works).
4. Welding defective castings (n.e.s.).

   For the purposes of the above, a defective casting is a casting which becomes defective through the process of moulding and/or casting and/or fettling.

RATE C

1. Supervising operations of die-casting and/or spin-casting machines where sand is excluded.

RATE D

1. Application of refractory coatings to cores and/or moulds by dipping and/or spraying only.
2. Arc and/or gas cutting by hand (n.e.s.).
3. Filling of visible blow holes only by means of welding and where no preparation is necessary prior to welding.
4. Joining of cores.
5. Rubbing-off of machine-made hardened core fins, including patching and inspection.
6. Supervising annealing heat treatment furnace.
7. Supervising cupola attendants.

RATE DDD

1. Making of exothermic sleeves and/or feeding pads.
2. Making of runner cups (n.e.s.).

RATE E

1. Bending and/or shaping of core irons other than moulding of core irons.
2. Operating carbon electrode arc air machine for fettling.
3. Attending sand plant, under supervision.

This gazette is also available free online at www.gpwonline.co.za

RATE G

1. Affixing slings (employees exclusively so employed) under the direct supervision of a Rate A, A I, AA or AE employee.
2. Cupola patching, i.e. repairing of the inner lining of cupolas in the area between the base and the top of the melting zone.
3. Fettling and/or dressing operations by hand and/or machine.
4. Making of runner and/or riser loose collar cups by special-purpose machine, excluding core-making machines and excluding the placing of the cup on the mould.
5. Operating cupola automatic and/or semi-automatic hoist.
6. Operating pressure die-casting machine and/or spincasting machine, excluding setting up.
7. Polishing and/or buffing.
8. Pouring and/or casting:

   (a) Hand shank pouring and/or casting under supervision, where metal contents of the ladle do not exceed 1 00 kilograms;

   (b) pouring and/or casting from ladles strung from fixed overhead rails under supervision, excluding cranes;

   (c) pouring and/or casting of metal into permanent metal mould, including coating of the metal mould where no sand is used and there are no sand inclusions.
9. Removal of fins from machine-made hardened cores only by hand rubbing and/or the use of abrasives and/or files, excluding patching.
10. Repetition arc and/or gas cutting-off of runners, and/or risers (for castings which are produced on a quantity production basis).
11. Repetition inserting of metal cores into metal moulds, using fixed locating devices.
12. Sand and/or shot and/or hydro blasting.

RATE H

1. Closing of moulding boxes fitted with self-locating pins under supervision (moulds made by a Rate AI, AA or Rate AB employee).
2. Placing of down-gates and/or risers where definite locating devices are employed and so constructed as to ensure that down-gates and/or risers are selfsupporting.

   Locating devices protruding above the pattern plate shall be not less than 50 mm in height and not less than 25 mm in depth when the device is below the level of the pattern plate.
3. Placing of loose pieces and/or chills and/or screws and/or cores on the pattern where definite locating devices are employed for the positioning of same prior to the sand being added to the box, under supervision, excluding tucking.
4. Tightening of clamps, including the use of spacing wedges under direct supervision of the Rate A employee who made the job or a Rate A employee appointed to core up and/or to close the mould.
5. Tightening of purpose-made clamps under supervision, excluding the use of spacing wedges (moulds made by a Rate Al, AA or AB employee).
6. Torch drying of moulds and/or cores under direct instruction of a Rate A, Al, AA or Rate AB employee.
7. General labourer's work, including the following:

   Assembling of special-purpose moulding boxes under supervision;

   knockout operation;

   stacking (but excluding cleaning, dressing and fin removal and patching) and/or transporting and/or carrying away of cores other than by crane, under supervision;

   scraping off of moulding boxes, including the use of the straight edge;

This gazette is also available free online at **www.gpwonline.co.za**

scrap cutting for re-melting purposes other than in workshop;

and including the following operations in shell moulding and/or coremaking:

Backing up.

Closing of biscuits under supervision.

Investing.

Placing of plates in oven.

Removing of plates from oven.

Turning of dump boxes.

For the purposes of this Division—

(a) **'coremaking by machine'** includes one or more of the following operations in regard to a coremaking machine: Operating, attending, starting, stopping, stripping, unloading of core;

(b) **'dressing'** or **'fettling'** means the stripping and removal of adherent runners and risers and adherent sand and cores, flash and other surplus metal from a casting and the production of a reasonably clean smooth surface, but does not include—

(i) the removal of metal from a casting when performed incidentally in connection with the machining or assembling of castings after they have been dressed or fettled; or

(ii) any operation which is a knock-out operation; and

(c) **'knock-out operations'** means all methods of removing castings from moulds and the following operations when done in connection therewith, namely stripping, removal of cores and the removal of runners and risers (n.e.s.).

(d) **'moulding'** or **'coremaking'** as provided for in this Division at Rates A, Al, AA, AB or B shall include the application of any liquid parting agents;

(e) **'moulding by machine'** includes one or more of the following operations in regard to a moulding machine: Operating, attending, starting, compacting, vibrating, stripping, stopping;

(f) **'supervision'** means that the operation to be supervised must be performed in the vicinity of a Rate A, Al, AA and AB employee or chargehand or person specifically so appointed to exercise the supervision, so that the person who has to exercise the supervision is able to sight the operation in question.

DIVISION D/7

GATE AND FENCE MANUFACTURING DIVISION

The following operations in the manufacturing and/or fabricating of wrought iron and/or wire and/or tubular gates and/or frames and/or fencing and/or domestic and/or garden railings and/or burglar-proofing and/or prison bars and/or wire screenings and/or garden furniture and/or wash-line equipment and/or components and/or parts associated with the aforementioned articles:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/7 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

Section (a) – Manufacturing of fencing, railings, gates, burglar-proofing and wash-line components

RATE B

1. Supervisory work where so appointed, including attending and setting continuous tube welding plant (maximum of 76 mm diameter and 2 mm wall thickness).

This gazette is also available free online at **www.gpwonline.co.za**

RATE C

1. Operating continuous tube welding plant, including roll changing (maximum of 76 mm diameter and 2 mm wal thickness).

RATE D

1. Down-hand ferrous welding and assembly, in or outside of jigs, including marking out and setting up, of fencing and burglar-proofing components, posts, stays, gates, window guards, security gates and wash-line equipment.

RATE E

1. Cutting, bending, drilling, punching, threading, tapping and forming of fencing and burglar-proofing components, wash-line equipment, gate frames, scrolls, fencing posts and stays and the like.

RATE F

1. Chain link and/or diamond mesh machine operating (including machine running adjustments when necessitated by the manufacturing process).

RATE G

1. Automatic chain link and/or diamond mesh and/or barbed wire and/or crimping machine operating (including machine running adjustments when necessitated by the manufacturing process).

RATE H

1. Cleaning, painting, wiring and finishing-off of fencing, gates, burglar-proofing, wash-line equipment and components.
2. General labouring.

Section (b) — Miscellaneous manufacturing

Note: Subject to the preamble to this Division, excluding gates, fence, railing, burglar-proofing and wash-line manufacture.

RATE D

1. Galvanising (supervisory work).

RATE E

1. Repetition marking off material to given lengths for cutting purposes, using rule and/or tape measure and/or marking off material, under supervision of a Rate A to D employee.
2. Setting of stops on production cutting machines, using pre-cut bars and other materials and/or positively located holes and/or pre-marked bench and/or track.

RATE H

1. Bolting up of garden furniture and/or playground equipment.
2. Cutting off waste wire and/or locking and/or clinching (screening and/or diamond mesh).
3. Hot dip coating and/or galvanising under supervision.
4. Making screens to size already drawn up by a Rate B employee.
5. Operating crimping machine.
6. Operating straightening machine.
7. Operating wire butt welding machine.
8. Square and/or other mesh screen weaving on manual and/or treadle and/or power-operated machines.
9. Weaving square and/or other mesh screening by hand.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/8

INDUSTRIAL FASTENERS MANUFACTURING DIVISION

The following operations in the assembling and/or manufacturing of bolts and/ or nuts and/or screws and/or rivets and/or nails and/or gang nails and/or tacks and/or pins and/or cotters and/or studs and/or shackles and/or turnbuckles and/ or staples and/or rail track fasteners and/or rope clamps and/or parts and/or components of the aforementioned and/or any other fastener and/or related ancillaries:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/8 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A

The Rate A operations of Schedule G of this Agreement shall apply. (No person other than a journeyman or apprentice may be employed on work classified as Rate A without the prior permission of the Council.)

RATE AA

1. Dismantling and/or assembling and/or replacement and/or adjustment of parts or burners.
2. Dismantling and/or assembling and/or replacement of parts of die and/or roller heads.
3. Dismantling and erecting of single purpose woodscrewmaking machine and attachments, including complete setting up and changeover for new batch runs.
4. Departmental quality assurance supervisor (n.e.s.) including:
   (a) Ensuring that quality control standards are being observed.
   (b) Evaluation of product defects and/or faults.
   (c) All other quality assurance functions and related activities.
   (d) Supervising employees employed in quality control and scheduled below Rate AA (n.e.s.)
   (e) Training of subordinates.
5. Heat treatment department supervisor (n.e.s.) who is responsible for the following, *inter alia:*
   (a) Heat treatment and testing of products.
   (b) Allocation of work.
   (c) Furnace changeover.
   (d) Temperature and belt speed adjustments.
   (e) Sample selection and destructive testing as prescribed under the quality control procedures and/or by verbal instruction.
   (f) Mechanical and/or metallurgical documentary control.
6. Replacing and/or changing of pin-type brick furnace frame assembly, excluding furnace bricklaying.
7. The diagnosis and/or fault analysis of production machines and/or products being produced, including the following:
   (a) Production machine setting and assembling of composite tooling and/or dies required within the production section so allocated.
   (b) Interpretation of production tool drawings.
   (c) Interpretation of component drawings.
   (d) Interpretation of engineering standards and the use of precision measuring instruments.
   (e) Recording of data as prescribed under quality control procedures and/ or statistical process control.
   (f) Supervision of employees employed as setters scheduled below Rate AA (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

8. Machinist's work (n.e.s.), viz. shaping, slotting, planing, milling (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary tools, excluding centre lathes (with or without copying and/or profiling attachments), boring mills (vertical, horizontal and turret type, with or without copying and/or profiling attachments), die-sinking machines and universal machining.

   Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like.

RATE B

1. Stationary engine plant attendant responsible for compressors over 7,5 kW installed in process plant.
2. Quality assurance (n.e.s.) with the use of the required measuring instruments and testing equipment, including the following:
   (a) Recording and reporting destructive test results.
   (b) Interpretation of component drawings.
   (c) Evaluating defects and faults on components.
   (d) Work to rewritten and/or verbal measuring procedures.
   (e) Ensure that quality control procedures are being adhered to.
   (f) Recording of data as prescribed under quality control procedures and/ or statistical process control.
   (g) Supervision of employees within quality control department scheduled below Rate B (n.e.s.).
3. Wire drawing supervisory works (n. e. s.), including setting up and operation of wire drawing machines, including the use of precision measuring instruments.

RATE C

1. Setting up and/or adjusting on special purpose fastener manufacturing machines, including the following:
   (a) Periodic checking and inspection with precision measuring instruments.
   (b) Interpretation of component drawings.
   (c) Interpretation of engineering standards and the use of precision measuring instruments.
   (d) Fault analysis on products being manufactured.
   (e) Recording of data as prescribed under quality control procedures and/or statistical process control.
   (f) Supervision of employees scheduled below Rate C who form part of the team within the same section.
2. Inspection and/or testing, during the production process, of products and recording of results so prescribed under quality control procedures and/or statistical process control at the workplace.
3. Supervising employees on heat treatment work scheduled below Rate C, including the following:
   (a) Selection of sample products for testing.
   (b) Documentary control as prescribed under quality control.
   (c) Checking furnace temperatures.
4. Supervising employees on galvanising work scheduled below Rate C, including the following:
   (a) Selection of sample products for testing.
   (b) Documentary control as prescribed under quality control.
   (c) Checking tank temperatures.

RATE D

1. Repetition production welding in jigs and/or parts so formed and/or located as to obviate the need for a jig.
2. Destructive testing of products and/or raw material including the recording of test results.
3. Preparation of sample products required for testing by cutting and/or grinding and/or buffing and/or polishing and/or mounting.

This gazette is also available free online at **www.gpwonline.co.za**

4. Supervising employees on work scheduled at Rate D and below.
5. Repetitive drill and/or tap sharpening by machine (other than in tool rooms).
6. Operating power saw (n.e.s.) including marking off with rule and/or tape and including setting of stops.
7. Crane driving (n.e.s.) floor operated power cranes powered in all three directions and controlled by one man so employed.
8. Crane driving (n.e.s.) power operated jib cranes and/or cab operated overhead cranes and/or floor operated power cranes, powered in all three directions and controlled by one man so employed in stores and/or stockyard and/or fettling and/or service gantry and/or scrapyard areas.
9. Machining on repetition work by means of fixtures and/or jigs and/or stops (excluding the requirements of stops for parting off) where the work cycle is manually operated (excluding setting up but including checking with fixed gauges) including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling (excluding machine tool setting up and/or tool setting and/or adjustment).

RATE E

1. Operating and/or feeding the following machines:
   (a) Nicking and/or profiling machines;
   (b) forging and/or trimming and/or punching machines;
   (c) upsetting machines, excluding changing the machine over from one component to a similar component and/or the complete setting up of the machine, but including the following:
   (i)Affixing and/or removal of dies and/or tooling where there is a positive location.
   (ii)Making compensating adjustments only on the employee's own type of machine.
   (iii) Carrying out periodic checks with the use of fixed gauges and adhering to the laid down quality procedures and recording of inspection and/or test results.
2. Repetition operating or attending of machines adapted for semi-automatic operations where the work cycle is power-driven and the end point is controlled by automatically operating stops, so that manual operations are limited to loading, unloading, setting the machine in motion, stopping and advancing or retracting the tools before and after the power driven cycle takes over (excluding setting up) (n.e.s.), including carrying out periodic checks with the use of fixed gauges and adhering to the laid down quality procedures and recording of inspection and/or test results. Where because of the nature of the operation, the tool may have a tendency to dig in at the final stop the operator may, without further setting of the machine, conclude the machining operation manually, this cut not to exceed 10 mm.
3. Patrol inspection, including the following:
   (a) Use of measuring instruments confined to fixed gauges, and/or testing equipment where the work is of a repetitive nature.
   (b) Working to standard written measuring procedures.
   (c) Recording of inspection and/or test results.
4. Supervising employees employed on classes of work scheduled at Rate E and below.
5. Heat treatment furnace operator (n.e.s.) including making the compensating adjustments on belt speeds, gas flows and/or selection of samples for destructive testing and/or recording of documentation as specified under the quality control procedures.
6. Raw material stockyard attendant, including encoding of raw materials and the receiving and issuing of stocks.

RATE F

1. Operating and/or feeding the following machines:
   (a) Bolt and/or nut washerfacing machines;
   (b) rivet assembling machines;
   (c) thread forming machines;

This gazette is also available free online at www.gpwonline.co.za

(d) screw cutting machines;

(e) slot cutting machines;

(f) combined drawing and cropping machines;

(g) bar cropping machines;

(h) box forming machines;

(i) wire drawing machines,

Excluding changing the machine over from one size of product to another size of product and/or the complete setting up of the machine, but including the following:

(i)Affixing and/or removing dies and/or tooling where there is a positive location.

(ii)Performing compensating adjustments only on the employee's own type of machine.

(iii) Periodic checking with the use of fixed gauges and recording results as laid down by quality control procedures.

2. Operating woodscrew worming machine, including removal and/or replacement of tools and including compensating adjustments where necessitated by the manufacturing process under instruction of a Rate AA to C employee.
3. Repetition operation of, or attending machine(s) designed or permanently adapted for a single tool operation, where it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the workpiece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine(s).
4. Repetition operation of, or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up).

   'Semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the workpiece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.
5. Repetition production machining of fasteners on capstan lathes where the workpiece is held by devices not necessitating any centralising or trueing up but including loading the workpiece between centres. (This operation is limited to a machine not exceeding a 55 mm nominal bore diameter.)
6. Sharpening of woodscrew and/or nail and/or pointing and/or chaser form cutting tools, using a single-purpose jig-located machine.
7. Acid neutralising and/or recovery plant attendant.
8. Cutting of raw material samples for test analysis, from coils and/or bar by gas and/or hacksaw and/or hydraulic cutter.
9. Picking and/or stacking, including the following:
   (a) Stacking and/or removal of finished goods packed in bags and/or boxes.
   (b) Driving forklift trucks and/or stacker lift trucks.
   (c) Checking and recording warehouse release slips for despatch.
10. Manual and/or automatic setting and/or gulleting and/or sharpening of slitting saws.
11. Assistant to compressor plant supervisor including lubricating, stopping and starting of compressors.
12. Crane driving of non-slewing jib cranes.

RATE G

1. Operating and/or feeding the following machines:
   (a) Thread tapping machines;
   (b) frazing and/or pointing machines, excluding changing the machine over from one size of component to another and/or the complete setting up of the machine, but including the following:

This gazette is also available free online at www.gpwonline.co.za

(i) Affixing and/or removing tooling where there is a positive location.

(ii) Making compensating adjustments only on the employee's own type of machine.

(iii) Carrying out periodic checks with the use of fixed gauges and adhering to the laid down quality procedures and recording of inspection and/or test results.

2. Operating and/or feeding the undermentioned fastener manufacturing machines (excluding setting up and/or running compensating adjustments):

(a) Bolt and/or nut and/or washer facing machines;

(b) combined drawing and cropping machines;

(c) forging and/or trimming and/or punching machines;

(d) nicking and/or profiling machines;

(e) slot cutting machines;

(f) rivet assembling machines;

(g) screw cutting machines;

(h) upsetting machines;

(i) wire drawing machines.

The above operation includes the following:

(i) The removal and replacement of dies and/or tools (excluding setting).

(ii) Periodic checking of components with the use of fixed gauges and adhering to the laid down quality procedures and recording of inspection and/or test results.

3. Operating draw bench under instruction of a Rate A to C employee, viz loading the rod, passing the rod through the die, gripping the rod, starting, stopping and unloading the machine.

4. Operating nail and/or tack and/or wire and/or staple making machines, including cutting off by wire cutters and random checking with fixed gauges.

5. Operating reducer rolling machine to pre-set rolls.

6. Operating wire forming and/or serrating machine.

7. Repetition cutting to stops on reciprocating and/or friction saws and/or band and/or power saws, excluding the setting of stops.

8. Operating projection and/or resistance and/or spot and/or arc spot welding machine.

9. Dressing and/or deburring by hand and/or grinding and/or by portable power tool.

10. Soldering and/or sweating by hand and/or machine and/or induction heating unit.

11. Operating box stapling machine.

12. Sand and/or shot and/or hydro and/or grit blasting.

13. Spraying of enamel and/or paint and/or epoxy powder.

14. Boiler stoking and/or attending.

15. Heat treatment furnace operator, including the recording of belt speeds and/ or furnace temperature, excluding any adjustments and/or setting.

16. Operating special purpose bagging crane operating in three directions limiting the control in two directions by pre-set stops.

RATE H

1. Assembly of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.

2. Attending hot dip coating and/or galvanising bath and/or plating by dipping and/or spraying and/or tumbling under supervision of Rate C employee.

3. Batch sorting, including the use of fixed gauges.

This gazette is also available free online at **www.gpwonline.co.za**

4. Bar and/or pin heating.
5. Butt welding by machine.
6. Hand riveting of fastener components.
7. Loading and/or unloading of components into and/or out of heat treatment furnace.
8. Loading and/or unloading of components into and/or out of centrifuges.
9. Loading hoppers of automatic machines.
10. Mass measuring, packing and preparing dispatch containers, including shrink-wrapping.
11. Putting nuts on bolts.
12. Removing and replacing dies and/or tools (excluding setting up) under instruction of a Rate C setter.
13. Repetition bending and/or forming to jigs and/or stops and/or templets.
14. Repetition cropping and/or cutting off by machine to stops and/or length gauges.
15. Repetition drilling and/or countersinking to jigs and/or fixtures and/or stops (excluding radial drilling machines).
16. Dipping in enamel and/or lacquer and/or paint and/or plastisol mixture.
17. Baling and/or cutting of scrap and/or attending scrap removal.
18. Operating steam cleaner and/or scarifying floor cleaning unit.
19. Lubricating and/or greasing.
20. Preparing and/or stamping and/or affixing product labels and/or name plates.
21. Cleaning and/or degreasing and/or acid dipping and/or rinsing operations.
22. Operating tumbling barrels.
23. General labouring.
24. Watchman's work.

VEHICLE AND FORKLIFT DRIVING

RATE C

1. Driving of a load-carrying or hauling vehicle which requires a Code 13 or 14 heavy articulated motor vehicle licence to be held by the driver.

RATE DD

1. Driving of a load-carrying or hauling vehicle which requires a Code 11 extra heavy motor vehicle licence or a code 10 heavy motor vehicle licence to be held by the driver.

RATE E

1. Driving of a load-carrying or hauling vehicle which requires a Code 08 light motor vehicle licence to be held by the driver.

RATE F

1. Forklift driving of power-operated forklift controlled from on board by the operator.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/9

LEAD PRODUCTS MANUFACTURING DIVISION

The following operations in the manufacture of lead products:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/9 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE C

1. Operating power-driven mill rolling sheet lead from slabs, including the setting of edge trimming rolls, using tape and/or rule only.

RATE DD

1. Operating multi-die wire drawing machine, including removal and replacement of self-locating attachments, adjusting predetermined spool speed control and joining and feeding-through of wire.

RATE E

1. Operating trap extrusion press.

RATE F

1. Hand wiping of lead joints in the manufacture of standard lines rotated by machine.
2. Lead lining of vessels (excluding lead-burning).
3. Operating pressure die-casting machine.
4. Repetition fusing, other than by soldering bolt, of components in fixtures in the manufacture of lead products.
5. Repetition operation of or attending semi-automatic machines where the work cycle is power driven and the end point is controlled by automatically operating stops (excluding setting up).

   For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools before and after the power cycle takes over (but excluding all other manual machining) and stopping and unloading the machine.
6. Operating bull block type wire drawing machine, including removal and replacement of attachments under supervision.

RATE G

1. Assembly of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.
2. Cutting of scrap.
3. Hand and/or power pressing (excluding setting up of dies).
4. Jig drilling of lead products.
5. Metal buffing and/or polishing.
6. Operating extrusion press to pre-set dies (excluding setting up of dies).
7. Permanent mould casting, wherein sand is entirely excluded.
8. Rectification of surface defects with lead filling, using gas torch.
9. Repetition lead soldering by soldering bolt and/or assembling components in the manufacture of lead products.
10. Trimming and/or cutting to stops and/or fixtures (excluding setting of stops) by power saws and/or hand shears.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/10

MANUFACTURE OF CARBON PRODUCTS DIVISION

The following operations in the manufacture of carbon products:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/10 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE DDD

1. Carbon grinding by machine to stops, including adjustments to compensate for wear and including the use of fixed gauges.

RATE E

1. Repetition operating milling machine on carbon products to stops and/or fixtures.
2. Repetition carbon cutting by bandsaw and/or power saw and/or abrasive disc, using rule and/or tape and/or fixed gauges.

RATE F

1. Repetition drilling and/or countersinking to jigs and/or fixtures and/or stops, including compensating adjustments for wear on drills.
2. Repetition production machining of carbon products on capstan lathes to stops where the work piece is held by devices not necessitating any centralising or trueing, excluding setting up. (This operation is limited to a machine not exceeding a 52 mm bore diameter.)

RATE G

1. Production broaching of carbon products on hand and/or automatic machines, where manual operations are limted to setting the machine in motion, stopping, loading and unloading the machine (excluding setting up).
2. Repetition batch checking and/or inspecting, using fixed gauges.
3. Repetition operation of or attending machines designed for or permanently adapted for a single-tool operation where it is not necessary to centralise or true the work by hand and where manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up).
4. Shaping of carbon on special-purpose tool.
5. Spinning of rivets.
6. Tamping by hand and/or machine.
7. Winding brush pressure springs by hand on a manual machine to length gauges.
8. Winding of insulation spirals by hand on a manual machine to length gauges.

RATE H

1. Assembly of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.
2. Cutting and/or cropping flexible connections by manual guillotine, including use of length gauges.
3. Dressing and/or deburring by hand and/or by grinding and/or by portable power tool.
4. Fixing flexible insulation and/or springs and/or terminal ends and/or connectors.
5. Metal coating of brushes.
6. Packing of manufactured products for sale and dispatch.
7. Sweating of terminals by dipping.
8. Trade symbol and grade marking.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/11

ELECTRICAL ELEMENT MANUFACTURE DIVISION

The following operations in the manufacture of electrical elements:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/11 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE C

1. Setting tube swaging and/or rolling machines.
2. Setting up of presses for elements.

RATE DDD

1. Routine electrical continuity testing up to 380 volts and 50 amps.
2. Soldering and/or sweating by hand (n.e.s.).

RATE F

1. Repetition drilling to dimples.
2. Repetition production machining on capstan lathes of bar not exceeding 52 mm nominal bore diameter where the work is held by devices not necessitating any centralising or trueing, including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling, excluding machine tool setting up and/or toolsetting and/or adjusting.
3. Repetition voltage, insulation and/or ohm and/or wattage testing to pre-set values.
4. Hard soldering by pre-set or non-adjustable hand torch.

RATE G

1. Assembling and/or wiring resistance onto or into insulated bases.
2. Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies other than setting of the dies.
3. Repetition drilling and/or counter-sinking to jigs and/or fixtures and/or stops.
4. Repetition gas welding and/or brazing and/or soldering by machine to pre-set settings, including use of filler rods (loading, starting and unloading the machine and visual weld examination).
5. Setting of safety devices to predetermined limits.
6. Soft soldering.
7. Winding resistances direct onto predesigned spaced ceramic and/or porcelain and/or mandrel.

RATE H

1. Assembling of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.
2. Filling and/or topping of insulating material into and/or onto preformed housing by gauge.
3. Metal buffing and/or polishing and/or dressing by hand and/or grinding and/or by portable power tool.
4. Mixing of ceramic constituents to gauge under instruction of a Rate A to D employee.
5. Repetition cutting and/or cropping and/or shearing to stops and/or length gauges, excluding setting up.
6. Repetition machine swaging and/or rolling of tubes, using dies and/or rolls (other than by power hammer).
7. Repetition operation of and/or attending machines designed or permanently adapted for one only operation where it is not necessary to centralise or true the work by hand and where manual operations are limited to loading the work piece into the chuck or holding device of the machine, operating, stopping and unloading the machine (excluding machine tool setting up and/or toolsetting and/or adjusting).
8. Repetition threading and/or tapping by machine.

This gazette is also available free online at www.gpwonline.co.za

9. Stamping and/or affixing identification plates and labels.
10. Straightening and/or cleaning of tubes.
11. Loading and/or attending heat treatment furnace.
12. Packing.

DIVISION D/12

WINDOWS AND/OR DOORS AND/OR FLYSCREENS AND/OR LOUVRES AND/OR BURGLAR BARS MANUFACTURING DIVISION

Scope: The word 'doors' in the above heading is restricted to doors made from standard rolled and/or roll-formed metal sections and/or extruded sections.

The Division is also intended to cover window walling and/or curtain walling made mainly of rolled and/or roll-formed metal or extruded sections.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/12 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE AA

1. Inspecting and/or supervising (n.e.s.).
2. Setting out and/or marking off (n.e.s.).

RATE B

1. Assembling universal windows and assembling doors.
2. Final straightening and/or adjusting by use of hammer and/or dolly and/or wrench bar.
3. Repairing and/or altering and/or adjusting and/or erecting on site or built in (n.e.s.).

RATE C

1. Arc welding (n.e.s.).
2. Operating router.

RATE D

1. Assembling (n.e.s.).
2. Assembling finished component parts into complete flyscreens, including inserting gauze by hand.
3. Coupling completed windows and/or bays (n.e.s.), including setting out and/or marking off when necessary.
4. Drilling and/or countersinking (n.e.s.).
5. Erection of burglar proofing in the field or on site.
6. Fitting of glazing beads and all operations incidental thereto, including marking for mitreing and pop marking prior to drilling.
7. Marking off material to given lengths for cutting-off purposes, using only length gauges and/or rule and/or tape measure and marking material.
8. Operating automatic and/or semi-automatic welding machine (n.e.s.).
9. Operating cold and/or power saw including marking off with tape and/or rule only and including setting of stops.
10. Operating power driven press-brake (excluding setting).
11. Press operating (n.e.s.), including the affixing and/or removal of dies where there is positive location (excluding setting).
12. Recessing for cup pivots by hand.
13. Removing and/or inserting of glazing bars in completed windows, including riveting by hand.

This gazette is also available free online at **www.gpwonline.co.za**

14. Setting and/or adjusting of margins of vents and/or sashes of cottage windows and/or cliscoe surrounds prior to arc welding.
15. Squaring frames and/or vents and/or sashes before positioning.

RATE E

1. Inserting pre-cut glazing beads, including pop marking and drilling.
2. Metal spraying for decorative and/or protective purposes under effective supervision.
3. Recessing for cup pivots by machine.

RATE F

1. Operating automatic and/or semi-automatic welding machines (n.e.s.); welding of standard metal window and/or sash sections only.

RATE G

1. Affixing burglar bars by hand, including pop marking using component as a and/or positioning and/or drilling under effective supervision, excluding arc welding.
2. Affixing and/or positioning of ventilators into industrial windows and/or windows into surrounds and/or screwing and/or riveting, including clamping and/or positioning under effective supervision, excluding arc welding.
3. Coupling of standard windows previously prepared.
4. Cutting gauze by hand to and/or frames.
5. Inserting gauze by press.
6. Inserting glass into frame bar by machine.
7. Joining corners of aluminium windows and/or doors where no adjustment is required.
8. Manually operating machines, other than power-driven, designed for or permanently adapted for one only operation where the operator is not called upon to centralise or true the work by hand.
9. Operating power-driven press-brake to jigs and/or length gauges and/or stops and/or templets for the sole purpose of gang-punching and when the stroke of the press is uncontrolled (excluding setting up).
10. Operating tenon riveting machine.
11. Positioning and puttying of kicking plates to cottage windows.
12. Recessing for cup pivots by automatic machine where manual operations are limited to loading, setting the machine in motion, stopping and unloading the machine (excluding setting up).
13. Repetition drilling and/or countersinking to jigs and/or fixtures and/or stops on pedestal drill only.
14. Repetition hand drilling under effective supervision.
15. Roll forming of metal sections.
16. Screwing on and/or riveting and/or clipping of assembled louvre stiles into metal frames.
17. Springing in only, under effective supervision, of glazing bars and/or meeting rails, excluding fitting and/or adjusting and excluding universal windows.

RATE H

1. Attaching fittings to windows already prepared and/or removing and/or replacing fittings on sites or built in, under effective supervision, but excluding remote control gearing.
2. Cutting gauze to jigs and/or stops by machine.
3. Hot dip coating and/or galvanising under effective supervision.
4. Repetition cutting through of faulty mitre joints after welding.
5. Bending of wires and/or forming same to jigs and/or stops and/or fixtures in fly screen manufacture.
6. Inserting weather strips.
7. Labelling.

This gazette is also available free online at **www.gpwonline.co.za**

8. Lifting and placing of stops into position where positive location is provided (excluding setting).
9. Pinning up and/or crimping of hinge pins to cottage and industrial windows under effective supervision, excluding lining up of hinge leaves.
10. Puttying and/or wood and/or other filling of frames and/or surrounds previously prepared.
11. Removing rust and/or scale by wire wheels and/or abrasives and/or sand and/or shot blasting.
12. Screwing on of burglar bars and/or weather bars.
13. Sorting of scrap material.
14. Stretching and/or rough straightening of bars by hand and/or by machine.
15. Threading and/or closing of fenestra joints, excluding universal windows.

Learnership periods and rates of pay therefor

RATE B

Newcomers:

First two months	Refer to table of wage rates
Second two months	Rate D
Third two months	Rate C
Thereafter	Rate B

Employees promoted from Rate C:

First two months	Rate C
Thereafter	Rate B

Employees promoted from Rate D:

First two months	Rate D
Second two months	Rate C
Thereafter	Rate B

RATE C

Newcomers:

First two months	Refer to table of wage rates
Second two months	Rate D
Thereafter	Rate C

Employees promoted from Rate D:

First two months	Rate D
Thereafter	Rate C

RATE D

Newcomers:

First two months	Refer to table of wage rates
Thereafter	Rate D

Provided that—

(a) learnership periods and rates of pay as set out above shall apply on condition that where an employee has had not less than two years' continuous service with the same employer, he shall not be required to serve any learnership period of more than three months;

(b) any employee employed at and qualified for a stated rate shall suffer no reduction in the rate he is receiving on promotion as a learner when the rate indicated in the foregoing table for the new occupation is lower than the rate he is receiving at the time.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/13

NEON SIGNS AND/OR ELECTRIC AND/OR FLUORESCENT LAMP MANUFACTURING AND ASSEMBLING DIVISION

The following operations in the assembling and/or manufacturing of neon signs and/or fluorescent lamps and/or fittings and/or components and/or hot and/or cold cathode fluorescent signs:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/13 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A

1. Assembling and/or wiring of signs (n.e.s.).

RATE AA

1. Bending glass tubes.
2. Layout work.

Learnership in respect of the above AA operations:

First eight months of experience.....	Rate D
Second eight months of experience	Rate C
Third eight months of experience	Rate B
Thereafter.....	Rate AA

RATE C

1. Operating power-driven press-brake, including setting (n.e.s.).
2. Roller bending and/or forming, other than repetition roller bending and/or forming.
3. Setting of dies and/or fixtures and/or jigs and/or stops and/or trips on production machines, excluding rotary and/or reciprocating machines, but including drilling machines.
4. Setting and gas setting of electric lamp making machines, including running adjustments during the manufacturing process.
5. Setting of trips and/or stops on coil forming machines for ballasts and/or chokes and/or sodium transformers.

RATE D

1. Assembling (n.e.s.).
2. Bending of metal tubes and/or sections in manually operated machine to sketch.
3. Marking off material to given lengths for cutting-off purposes, using only length gauges and/or rule and/or tape measure and marking material.
4. Welding in fixtures and/or of parts so formed and/or located as to obviate the need for a fixture.

RATE DD

1. Bending of glass tubes to jigs and/or moulds.
2. Sign face masking.
3. Tracing in the layout department.

RATE DDD

1. Routine electrical testing up to 380 volts and 50 amps.

RATE G

1. All operations in the making of cable forms for light fittings and/or signs from prepared running out lists and/or templets.
2. Assembling and/or soldering of premanufactured components into lighting units and/or signs (n.e.s.).

153

3. Assembling and/or soldering of premanufactured components requiring no fitting or adjustment but including deburring (n.e.s.).
4. Assembly of caps to globes/tubes and feeding onto automatic capping machine.
5. Attending automatic assembly machines.
6. Bending and/or forming by machine to dies and/or jigs and/or length gauges and/or marks and/or stops, excluding press-brake.
7. Broaching, by press, using fixed broaches, of ballasts and/or chokes and/or sodium transformer cores.
8. Circular cutting and/or flanging and/or slitting by machine.
9. Component assembly of electric filament and discharge lamps by hand.
10. Connecting preformed and/or sealed and/or prepared wires to predetermined points and/or connections (n.e.s.).
11. Cutting and/or cropping and/or shearing to marks and/or stops and/or jigs and/or length gauges.
12. Cutting glass tubes to length.
13. Cutting up insulating material to stops.
14. Evacuating and/or filling glass tubes.
15. Feeding and/or attending automatic sealing and/or capping machine.
16. Finding and preparing of ballast coil ends.
17. Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies and/or to stops (excluding setting up).
18. Fusing by hand of electrodes to glass tubes (n.e.s.).
19. Inspection and testing of electric lamps (n.e.s.).
20. Repetition clamping and/or fusing and/or welding of cathodes to electrodes by automatic machine.
21. Repetition fluorescent and/or illumination testing.
22. Repetition ohm testing to pre-set setting on ohmmeters.
23. Repetition operation of a drilling machine.
24. Repetition operation of power-driven press-brake to jigs and/or stops for purpose of fluorescent lighting fittings and/or fluorescent signs produced on a quantity basis where the thickness of the material does not exceed 1,6 mm.
25. Repetition production winding of ballasts and/or chokes and/or sodium transformer coils with wire on formers and/or spools by machine to a predetermined numbers of turns.
26. Repetition punching to gauges and/or jigs and/or stops and/or templets and/or dies and/or marks.
27. Repetition threading and/or tapping by machine.
28. Repetition tracing to jigs and/or layouts and/or templets, excluding layout department.
29. Routine setting of air gaps in ballasts to predetermined limits by means of comparators and/or deviation meters and/or oscilloscopes where the adjustments of instruments are made by a Rate A employee.
30. Sealing by hand of ballast containers after filling with compound.
31. Stencilling by hand.
32. Soft soldering and/or sweating by hand.
33. Visual inspection of electric lamps including resoldering of cap connections and removal of flash.
34. Wiring of signs and/or fittings to instructions and where the course of wires is marked by cleats and/or lines and/or saddles and/or fixtures and/or where no wiring diagram is used during manufacture.

RATE H

1. Assembling connector blocks.
2. Cutting wiring connection to set lengths and fitting eyelets.
3. Dipping and/or impregnating in insulating medium and/or enamel and/or paint and/or varnish.

This gazette is also available free online at **www.gpwonline.co.za**

4. Dismantling of old signs (in shop).
5. Fixing ballasts to wiring channels.
6. Mixing and milling of phosphor for coating glass tubes under instruction of a Rate A to D employee.
7. Mixing and milling paste for caps.
8. Packing of manufactured articles for despatch or sale.
9. Preparing and/or stapling boxes for packing of manufactured articles.
10. Preparing and/or spraying of sign boxes for reception of sign faces.
11. Washing and/or rinsing and/or drying and/or coating and/or baking of glass tubes by automatic or semi-automatic processes.

DIVISION D/14

COVERED ELSEWHERE

DIVISION D/15

SPRING MANUFACTURING DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/15 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

The following operations in the manufacture of springs:

***RATE Al**

1. Forging under the hammer, other than tapering and spear-pointing and/or scarfing and/or bending and/or joggling with dies.

Note: Wage rates applicable to Rate Al to be the same as Rate A.

RATE AA

1. Supervisory work.

RATE C

1. Spring making (n.e.s.):

   Learnership:

   First six months of experience ..... Rate D

   Thereafter..... Rate C

RATE D

1. Operating and/or attending buckle facing machine.
2. Repetition bending and/or joggling and/or scarfing and/or spear-pointing and/or tapering, using spring and/or pneumatic hammers with dies.
2. Repetition coiling and/or opening and/or eye rolling to jigs and/or dies and/or stops, including running compensating adjustments only on the employee's own type of machine, including the use of preset

   fixed gauges, excluding setting up.

RATE G

1. Assembling of pre-manufactured components from stock requiring no fitting or adjustment but including deburring.
2. Assisting in removing and replacing dies and/or tools (excluding setting up) under effective supervision.

This gazette is also available free online at **www.gpwonline.co.za**

3. Attending fully-automatic machine, including random checking with fixed gauges.

   For the purposes of the above, 'fully-automatic machine' is a bar-fed or coil-fed machine or a machine fitted with ar automatic chucking device (i.e. magazine and/or table and/or mechanical arm fed) the manual operations of which are limited to setting the machine in motion and stopping and feeding a new bar or coil into the machine or loading the magazine, as the case may be.
4. Operating rod and/or wire straightening and/or cutting machine, including the use of rule and/or tape and the setting of stops for cutting to length (n.e.s.).
5. Operating slitting machine under effective supervision, excluding setting up.
6. Operating spring end grinding machine.
7. Repetition bending to dies and/or jigs and/or length gauges and/or stops and/or templets using gas torch.
8. Repetition coiling and/or opening and/or eye rolling to jigs and/or dies and/or stops.
9. Repetition cutting and/or cropping and/or shearing to and/or marks and/or stops and/or templets length gauges.
10. Repetition drilling and/or countersinking to marks and/or fixtures and/or pops and/or templets and/or jigs (other than radial drilling).
11. Repetition looping and/or opening and/or trimming by manually operated machines or tools to jigs and/or fixtures and/or dies.
12. Repetition marking to jigs and/or templets.
13. Repetition operation of or attending machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where manual operations are limited to loading the workpiece into the holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up).
14. Repetition operation of pre-set reducing rolls.
15. Repetition tapering of hot springs using rolls.
16. Routine checking and/or testing to pre-set fixed gauges.

RATE H

1. Repetition operation of and/or attending scragging machines.
2. Repetition operation of automatic straightening machine.
3. Reshaping and/or resetting of springs damaged or distorted in production.
4. Shot peening by machine.
5. Striking by hand hammer under effective supervision.
6. All packaging operations, including and incidental to addressing, labelling and marking for transport.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/16

STEEL REINFORCEMENT DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/16 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS MANUAL

RATE AA

1. Fixing-supervisory work (n.e.s.):

First six months of experience	Rate D
Second six months of experience	Rate C
Thereafter	Rate AA:

Provided that no employer shall employ any person at a rate of pay less than Rate AA per hour in the occupation set out above without obtaining the prior consent of the Council, which shall prescribe the conditions under which permission for such employment is granted.

RATE B

1. Cutting and/or bending – supervisory work (n.e.s.):

First six months of experience	Rate D
Second six months of experience	Rate C
Thereafter	Rate B:

Provided that no employer shall employ any person at a rate of pay less than Rate B per hour in the occupation set out above without obtaining the prior consent of the Council, which shall prescribe the conditions under which permission for such employment is granted.

RATE DDD

1. Bending (n.e.s.) to schedules (including marking and/or setting of stops) of bars exceeding 12 mm in diameter under supervision of a Rate B employee.
2. Supervising employees employed on classes of work scheduled at Rate E and below.

RATE E

1. Bending (n.e.s.) to schedules (including marking and/or setting of stops) of bars not exceeding 12 mm diameter, under supervision of a Rate B employee.
2. Cutting (n.e.s.) to schedules and/or lists (including marking and/or setting of stops) under supervision of a Rate B employee.
3. Tack welding for assembly (excluding structural welds).

RATE G

1. Feeding of tendon wires in prestressed and/or post-tensioned operations and elementary tying (with wire) under direct supervision of Rate DDD employees so designated and under the overall supervision of a Rate AA employee.
2. Operating bending and/or spiralling machines for reinforcement (manual or power operated) under the supervision of a Rate DDD employee of bars not exceeding 12 mm diameter.
3. Operating spot and/or butt welding machines for reinforcement.
4. Straightening of wire and/or rod by machine.
5. Assembly and/or elementary tying (with wire) of reinforcing steel on site and/or at works under direct supervision of Rate DDD employees so designated and under the overall supervision of a Rate AA employee.

Empowers in this sector of the industry to pay 70% of the rate prescribed in the Main Agreement, for Rate G, for the following operations

This gazette is also available free online at www.gpwonline.co.za

12(b). Assembly and/or elementary tying with wire of reinforcing steel, on site, under direct supervision of Rate DDD employees, so designated, and under the overall supervision of Rate AA employee.

12(c). Assisting with cutting and bending, on site.

The above is available to members of the South African Reinforcing Concrete Engineers Association by way of Authorisation: it is also available to non-members on request.

STEEL FIXERS

(a) A civil engineering and/or building company that produces reinforcing steel in-house and installs it on its site does not resort under the jurisdiction of the MEIBC.

(b) A civil engineering and/or building company that buys reinforcing steel from a producer and installs it on its site does not resort under the MEIBC.

(c) A company that produces reinforcing steel for sale resorts under the jurisdiction of the MEIBC.

(d) A company that produces and installs reinforcing steel on various sites resorts under the jurisdiction of the MEIBC.

(e) A company that buys reinforcing steel from a producer and installs it on various sites does not resort under the jurisdiction of the MEIBC.

(f) A company sub-contracted to either (a), (b), (c), (d) and € above to install reinforcing steel on site does not resort under the MEIBC.

DIVISION D/17

TUNGSTEN CARBIDE TIPPED DRILLING EQUIPMENT MANUFACTURING DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/17 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

The following operations in the manufacture of tungsten carbide tipped drilling equipment:

RATE AA (n.e.s.)

1. General supervisory work, including setting up of production machines (at least one supervisor must be employed in each establishment and be in charge of operations on each shift).
2. Machine tool grinding for production machines.

RATE B

1. Heat treatment — supervisory work.

RATE C

1. Supervising forging operations, including setting up (at least one supervisor to be employed in each establishment on each shift) (n.e.s.):

First six months of experience.	Rate D
Thereafter	Rate C

RATE D

1. Metal drill sharpening by machine.
2. Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding setting up but including the use of fixed gauges) (n.e.s.).

RATE F

1. *Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up).

This gazette is also available free online at www.gpwonline.co.za

*'Semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.

2. Repetition production machining of bar on capstan lathes to stops where the work piece is held by devices not necessitating any centralising or trueing, (excluding setting up). (This operation is limited to a machine not exceeding a 52 mm nominal bore diameter.)

RATE G

1. Bonding of tip to shank by pre-set static heating unit.
2. Operating butt and/or spot welding machine.
3. Operating forging machine.
4. Operating machine set up for and performing one operation (excluding setting up).
5. Repetition grinding off of excess brazing from drill points to fixed gauges.
6. Removing and/or replacing forging dies, excluding setting up, under the instruction of a Rate A to C employee.
7. Repetition drilling of the flush or water hole on angle, horizontal or pedestal machines.
8. Repetition drilling and/or countersinking and/or reaming by non-adjustable reamers to fixtures and/or jigs and/or templets.

RATE H

1. *Attending fully-automatic machine, including random checking with fixed gauges.

   *For the purposes of the above, 'fully-automatic machine' is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical arm fed) and where the manual operations are limited to setting the machine in motion and stopping and feeding a new bar into the machine or loading the magazine, as the case may be.
2. Dressing and/or deburring by hand and/or by grinding and/or by portable power tool.
3. Operating power saw for repetitive cutting off to stops and/or length gauges (excluding setting of stops), other than tool room.
4. Repetition threading and/or tapping by machine.
5. Application of anti-corrosive and/or protective coatings.
6. Heat treatment under instruction of a Rate B employee.
7. Loading and/or unloading of furnaces.
8. Marking trade symbols.
9. Metal buffing and/or polishing and/or cleaning.
10. Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or and/or gauges and/or sizes.
11. Operating sand and/or shot blasting machine.
12. Repetition inserting of tips into head, prior to bonding.
13. Repetition rough straightening by machine or by hand and/or rough checking.
14. Spray and/or dip painting.

This gazette is also available free online at www.gpwonline.co.za

DIVISION D/18

WIRE DRAWING AND/OR WORKING AND/OR WEAVING AND/OR FORMING MANUFACTURING DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/18 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

The following operations in wire drawing and/or working and/or weaving and/or forming manufacture:

Section (a): Wire drawing

RATE B

1. Supervisory work, including setting up and final checking of the adjustments and changing of attachments.
   'Supervisory work': Not less than one employee with supervisory knowledge to be employed in each department on each shift.

RATE G

1. Operating rod and/or wire straightening and/or cutting machine.
2. Operating rod and/or wire testing machine.
3. Operating wire covering extrusion machine.
4. Operating wire draw bench, including butt welding of wire by machine and brazing of wire and removal and replacement of attachments.

Section (b): Wire drawing die manufacture

RATE B

1. Supervisory work, including repetition measuring of test wire with micrometer, including the sizing of new dies.
2. Operating waxing machine, including grinding of outside diameter of die cases, including the use of fixed gauges.

RATE F

1. Repetition loading and/or unloading starting and/or stopping die ripping and/or re-grinding machines.
2. Repetition re-sizing of dies using wooden sticks and paste, including the use of sizing wire.
3. Repetition rough grinding of die cases for waxing.
4. Repetition rough grinding of needles and wooden sticks.

RATE G

1. Operating die battering hammer and/or fly pressing.

Section (c): Wire working and/or weaving and/or forming and/or fabrication

RATE B

1. Marking out and/or setting up of bench work from drawings and/or dimensional sketch.
2. Supervisory work, including setting up and/or adjusting.

RATE D

1. Marking out and/or setting up of bench work to templets.

RATE F

1. Operating chain link and/or diamond mesh machine (including machine running adjustments when necessitated by the manufacturing process).

RATE G

1. Assembling of pre-manufactured components requiring no fitting or adjusting, but including deburring.
2. Operating automatic chain link and/or diamond mesh machine (including machine running adjustments when necessitated by the manufacturing process).

This gazette is also available free online at **www.gpwonline.co.za**

3. Operating barbed wire plant.
4. Operating loom.
5. Operating wire forming machine.
6. Operating wire netting plant.
7. Repetition drilling to pops and/or jigs and/or templets.
8. Repetition marking off to jigs and/or templets and/or lengths gauges.
9. Spot and/or butt and/or arc spot welding.

RATE H

1. Bending and/or forming to jigs and/or dies and/or stops and/or marks.
2. Coiling and reeling.
3. Cropping and/or shearing and/or cutting to templets and/or marks and/or stops and/or jigs and/or length gauges.
4. Cutting off waste wire and/or locking and/or clinching.
5. Making screens to size already drawn by a Rate B employee.
6. Minding of swifts for crimping, including stopping and/or starting machine for semi-automatic and/or hand-operated looms.
7. Operating automatic straightening machine.
8. Operating braiding machine.
9. Operating wire and strand winding and measuring machine and/or butt welding of wire by machine, including brazing of wire.
10. Repetition wire working and/or fabricating to jigs.
11. Square and/or other mesh screen weaving into rolls and/or sheets on hand-operated machine, i.e. feeding machine.
12. Weaving square and/or other mesh screening by hand.
13. Attending automatic crimping machine.
14. Bobbin filling.
15. Pirn filling.
16. Stitching of pot scourers and/or final binding of pot scourers by methods other than stitching.
17. Wrap beam filling.
18. Wrap beam minding.

DIVISION D/19

WIRE AND ROPE MANUFACTURING DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/19 ARE PRESCRIBED IN SECTION 1(1) OF PART II OF THIS MANUAL

Section (a): Cable stranding plant

RATE AA

1. *Supervisory work, including setting up and the final checking of the adjustments and changing of attachments.

   *'Supervisory work': Not less than one employee with supervisory knowledge to be appointed in each department on each shift.

RATE C

1. Assisting in supervisory work.

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition 'in process' checking of wire (not final checking).

This gazette is also available free online at www.gpwonline.co.za

RATE H

1. Operating an automatic wire winding machine, including butt welding of wire by machine and brazing of wire.
2. Operating a wire stranding machine, including butt welding of wire by machine and brazing of wire and removal and replacement of attachments, under supervision.
3. Operating hand-fed wire winding machine..

Section (b): Fibre core making plant

RATE B

1. *Supervisory work, including setting up and/or adjusting and changing of attachments.

*'Supervisory work': Not less than one employee with supervisory knowledge to be appointed in each department on each shift.

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition 'in process' checking of wire (not final checking).

RATE H

1. Operating a fibre sliver preparing machine.
2. Operating a fibre yarn spinning-machine and/or stranding machine and/or closing machine.
3. Operating a fibre yarn winding machine.

Section (c): Wire drawing plant

RATE AA

1. *Supervisory work, including setting up and the final checking of adjustments and changing attachments.

*'Supervisory work': Not less than one employee with supervisory knowledge to be appointed in each department on each shift.

RATE C

1. Assisting in the supervision of wire drawing, cleaning, heat treatment and wire testing.

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition 'in process'
2. Checking of wire (not final checking).

RATE G

1. Attending and/or minding heat treatment and/or cleaning and/or pickling and/or lime slaking and/or spent acid plant under the supervision of a Rate AA or C employee.
2. Operating a wire covering extrusion machine.
3. Operating rod and/or wire straightening and/or cutting machine.
4. Operating rod and/or wire testing machine.
5. Operating wire drawing bench, including butt welding of wire by machine and brazing of wire and removal and replacement of attachments, under the instructions of a Rate AA or C employee.

Section (d): Wire drawing die manufacture

RATE AA

1. Supervisory work, including repetition measuring of test wire with micrometers.
2. Operating waxing machine, including grinding of the outside diameter of die-cases, including the use of fixed gauges.

This gazette is also available free online at **www.gpwonline.co.za**

RATE F

1. Supervising of employees employed on classes of work below Rate F including repetition 'in process' checking of wire (not final checking).
2. Repetition resizing of dies, using wooden sticks and paste, including the use of sizing wire.
3. Repetition rough grinding of die cases for waxing.
4. Repetition rough grinding of needles and wooden sticks.
5. Repetition loading and/or unloading, starting and/or stopping die ripping and/or re-grinding machines (excluding setting up).

RATE G

1. Operating die battering hammer and/or fly press.

RATE H

1. Stamping data on die case.

Section (e): Wire galvanizing plant

RATE B

1. *Supervisory work, including, setting up and/or adjusting and/or changing attachments.

*'Supervisory work': Not less than one employee with supervisory knowledge to be appointed in each department on each shift:

First three months of experience	Rate C
Thereafter	Rate B

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition 'in process' checking of wire (not final checking).

RATE G

1. Attending galvanizing plant when appointed as galvanizing plant attendant.

Section (f): Wire rope making plant

RATE A1

1. Ropemaking, including supervisory work, setting up and/or adjusting and/or changing attachments.

Not less than one employee with supervisory knowledge to be appointed in each department on each shift:

First year of experience	Refer to table
Second year of experience	of wages
Thereafter	Rate A1

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition 'in process' checking of wire (not final checking).

RATE G

1. Operating stranding or closing machine, including butt welding of wire by machine and brazing of wire and removal and replacement of attachments under supervision.
2. Operating a strand and rope covering extrusion machine.

This gazette is also available free online at www.gpwonline.co.za

RATE H

1. Assisting operator of a stranding or closing machine.
2. Operating an automatic wire winding machine, including butt welding of wire by machine and brazing of wire.
3. Operating a hand-fed wire winding machine.
4. Operating a strand winding machine.
5. Application of rope dressing.
6. Attending grease plant, when appointed as grease plant attendant.

Section (g): Wire rope splicing plant

RATE B

1. *Supervisory work including setting up.

   *'Supervisory work': Not less than one employee with supervisory knowledge to be appointed in each department on each shift.

RATE F

1. Supervising of employees employed on classes of work below Rate F.

RATE G

1. Assisting in rope splicing.
2. Swaging, using dies.
3. Repetition operation of power saw to stops.

Section (h): Drum-making plant

RATE AA

1. Cutting of timber for drums, battens, segments and flanges on woodworking machines (including setting up) (n.e.s.):

   First year of experience..... Rate B

   Thereafter..... Rate AA

   (Corrected by Government Notice R.941 of 6 august 1999)

RATE F

1. Supervising of employees employed on classes of work below Rate F.

RATE G

1. Repetition cutting off to stops and/or jigs and/or fixtures.
2. Repetition rounding of spar ends on single-purpose machine.
3. Repetition drilling to templets and/or marks and/or jigs and/or fixtures.
4. Repetition marking to templets.

RATE H

1. Assembling, reconditioning, painting and spraying of drums under supervision.
2. Dressing by hand or by grinding and/or by portable power tool.
3. Punching and shearing of drum washers.
4. Repetition countersinking with twist drill and/or rosebit and/or reaming to stops.
5. Repetition bolt and/or rod screwing by machine and/or by hand.

This gazette is also available free online at **www.gpwonline.co.za**

Section (i): Miscellaneous

RATE H

1. Operating a scrap material baling press and/or bundling machine.
2. Stamping labels and stencilling.
3. General labouring including loading and/or unloading and transporting of materials by hand and/or mechanical appliances, including tractors.

DIVISION D/20

TUBE AND/OR PIPE MANUFACTURING DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/20 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

This following operations in the manufacture of tubes and/or pipes and/or flanges and/or accessories (excluding valves), viz.:

RATE AA

1. Assembly of pre-manufactured components from stock, where fitting is required.
2. Hand bending of tubes (n.e.s.):

   First six months of experience ..... Rate B

   Thereafter ..... Rate AA
3. Marking out.

   'Marking out' means the marking out with instruments of the centres and working lines of articles and/or material preparatory to machining and/or processing and/or fabricating.
4. Reconditioning of mandrel bars and/or press punches.
5 Reconditioning and radiusing of reducing mill and/or push bench rolls on machine specially designed therefore.
6. Repetition polishing of draw dies on machine specially designed therefore and using gauges, vernier scales and micrometers.
7. Rough grinding of push bench dies in machines specially designed therefore and using vernier scales.
8. Setting out.

   'Setting out' means the setting out of work on the floor or on the bench to sketch and/or drawings and/or dimensions.
9. Setting up and setting out on cold tube bending machines

RATE B

1. Attending continuous tube welding plant, including roll changing and/or setting and/or grinding and/or scarfing and/or parting tools (n.e.s.).
2. Attending ring bed, using vernier scales and including roll changing.
3. Tube and/or pipe inspection including the use of precision measuring instruments (n.e.s.).

   Learnership for Rate B operations and supervisory work:

   First six months of experience ..... Rate C

   Thereafter ..... Rate B

This gazette is also available free online at **www.gpwonline.co.za**

RATE C

1. Annealing boiler tubes (supervisory work).
2. Attending pumphouse (employees employed as pumphouse attendants).
3. Billet heating furnace supervisor.
4. Case and/or tool hardening and/or heat treatment (supervisory work).
5. Non-ferrous smelting and/or melting (chargehand and/or supervisory work).
6. Push bench driving under supervisor.
7. Repetition metal spinning as applied to tubular products (n.e.s.).
8. Supervision of weld inspection (n.e.s.) of pipes and/or fittings.
9. Supervisory work (draw bench), using precision measuring instruments.
10. Supervisory work (drop hammer, including tool changing).
11. Supervisory work (hydraulic presses), including tool changing.
12. Supervisory work (reducing mills), including roll changing.
13. Supervisory work-supervising operations classified below Rate C.
14. Supervising strip slitting plant, including blade changing and/or spacing of blades.

RATE D

1. Acid recovery plant supervisor.
2. Assembling by means of jigs and/or templets (n.e.s.).
3. Assembling of expansion joints for hydraulic testing.
4. Assistant supervisory work in respect of the following plants and/or operations:
   (a) Billet furnace heating.
   (b) Butt welding of flange collars and/or metal sections by machine.
   (c) Continuous tube welding machines, including positioning of stops on cut-off equipment.
   (d) Dipping of steel pipes in hot or cold bitumastic solution.
   (e) Draw and/or push bench.
   (f) External sheathing of steel pipes with hot bitumastic coating, including changing of sheathing ends.
   (g) Extrusion presses.
   (h) Galvanising.
   (i) Hydraulic and/or mechanical press work and/or roll forming of pipe ends and/or collar type joints.
   (j) Hydraulic testing machine work including changing of test ends.
   (k) Preparation of pipes for welding by means of pneumatic tools.
   (l) Reducing mills.
   (m) Screwing and/or cutting tubes and/or tapping of tube fittings (including mounting of dies and/or cutters and/or stops during size changeover).
   (n) Spun lining with bitumen, including changing of lining ends.
   (o) Spun lining with concrete.
   (p) Slinging.
   (q) Tube straightening machine.
5. Bending of tubes in manually and/or power operated machines to sketch, other than marking out and setting out.
6. Effluent disposal plant supervisor.
7. Finishing the run of seam welds in pipe or tube manufactured on continuous automatic gas and/or electric welding machine prior to ultrasonic and/or X-ray inspection.

This gazette is also available free online at **www.gpwonline.co.za**

8. Operating flanged pipe facing machine (excluding setting up).
9. Operating hydraulic tube expanding machine, including checking.
10. Operating plate edge planing machine (excluding setting up, but including the positioning of stops).
11. Operating repetitive and/or continuous automatic welding machines, including adjustment owing to voltage variation.
12. Operating continuous semi-automatic gas shielded and/or flux cored wire arc welding machine, excluding setting up.
13. Operating single and/or double-head oxyacetylene profiling machine and/or single and/or multi-head straight line cutting machine, including setting up.
14. Punching and/or shearing and/or cropping to jigs and/or stops.
15. Repetition forming of plates and/or strips and/or bars and/or sections in rolls and/or press-brake.
16. Tool grinding in jigs, excluding tool room.
17. Setting up of bevelling and/or facing machines, including mounting cutters and setting of stops (tubes and/or pipes only).
18. Supervising semi-automatic tube spraying plant (paint and/or lacquer and/or oil), including varying of speed and/or adjusting of nozzles and/or temperature.

RATE DD

1. Assisting Rate AA employee by repetition hand dressing of bends not exceeding 150 mm nominal bore.
2. Attending fully automatic saw sharpening machine, excluding setting up, including loading, starting, stopping and unloading the machine.

RATE DDD

1. Adjusting welding head on spiral tube machine to follow line of seam.
2. Repetition operation of an automatic submerged arc welding machine where the operations are confined to loading, positioning the head, starting, stopping and unloading the machine, excluding setting up.

RATE E

1. Metal spraying for anti-corrosive purposes.
2. Repetition operation of weld test equipment under supervision of a Rate C supervisor.

RATE F

1. Repetition drilling and/or countersinking to jigs and/or stops and/or fixtures and/or popmarks.
2. *Repetition operation of or attending semi-automatic machines where the work cycle is power driven and the end point is controlled by automatically operating stops (excluding setting up), but including the use of fixed gauges.

   *For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the workpiece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.
3. Repetition operation of or attending semi-automatic or special purpose machine for machining of flanges and/or sockets and/or stub ends, including the use of fixed gauges.

RATE G

1. Assembling of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.
2. Assisting in heat treatment of welded joints.
3. Assisting in hot and/or cold forming of flat bars into flanges and/or rings, including hand peak trueing, but excluding setting up.
4. Driving power hammer.
5. Feeding cold draw bench, including removing, cleaning and replacing of dies, including the use of fixed gauges.
6. Hand buffing and/or polishing of tungsten carbide dies, using wooden sticks and paste, excluding sizing.

This gazette is also available free online at www.gpwonline.co.za

7. Hydraulic and/or pneumatic and/or mechanical staving.
8. Operating flux coating machine.
9. Operating mandrel bar extractor.
10. Operating mandrel bar tunnel.
11. Operating mandrel bar turntable.
12. Operating a power-driven cone plate stretching machine manually.
13. Operating pipe lining machine under instruction of a Rate A to D employee.
14. Operating pipe wrapping machine under instruction of a Rate A to D employee.
15. Operating power saw for repetitive cutting off to stops and/or length gauges.
16. Operating reeling mill.
17. Operating seam forming machine.
18. Operating tagger hammer.
19. Operating tube cutting machine, excluding setting up.
20. Paraffin testing.
21. Piercing press work using pre-set dies.
22. Preparation of pipes for patching by means of pneumatic and/or hand tools.
23. Repetition bevelling and/or facing of pipe ends.
24. Repetition boring and/or bevelling and/or facing and/or trepanning of flanges and/or sockets, excluding setting up.
25. Repetition expanding of flanges.
26. Repetition marking of material to jigs and/or templets with the aid of a templet and scriber or marking material.
27. Repetition operating cold bending machine where the machine is set up by a Rate AA to D employee.
28. Repetition reaming using non-adjustable reamers.
29. Repetition screwing and/or cutting of pipes and/or tubes with die-heads and/or taps and/or cutters by machine, including the mounting of screwing and/or cutter heads, including the use of fixed gauges, excluding resetting and/or size changing.
30. Rounding of pipe ends and/or sections to gauges.
31. Screeding in the application of bitumastic sheathing.
32. Setting sections on automatic submerged arc welding machine.
33. Skimming of non-ferrous billets, excluding setting up.
34. Attending strip bundling equipment.
35. Attending strip slitting plant, including machines for the uncoiling, levelling, shearing and recoiling of slit strips up to 10 mm thickness.

RATE H

1. Attending automatic straightening and/or rounding and/or reducing and/or extracting and/or reaming machine.
2. Draw bench operating (including the use of fixed gauges).
3. Dressing and/or deburring by hand and/or by grinding and/or by portable power tools for inspection.
4. Gasket cutting, using templets.
5. Hot stripping and punching of drop forgings.
6. Rough straightening of tubes.
7. Assisting the operator of a tacking machine.
8. Charging pots for the melting of bitumen.
9. Dismantling of assembly rings.

This gazette is also available free online at www.gpwonline.co.za

10. Flux drying.
11. Metal coating by dipping and/or galvanising.
12. Opening and/or closing dies in socket forming.
13. Sand and/or shot blasting.
14. Striking by hand hammer for blacksmith's work.

DIVISION D/21

THE MANUFACTURE, INCLUDING REMANUFACTURE AND/OR ASSEMBLY OF DOMESTIC AND/OR PORTABLE APPLIANCES DIVISION

'Remanufacture' means the correction of faults in items of equipment in a manufacturing establishment prior to sale and which items are returned to the production line, and/or the correction of faults in items of equipment returned to the original manufacturing establishment by the purchaser whilst under a guarantee.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/21 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A

1. Rectification of operational faults which occur in the manufacturing process and where the articles are not returned to the production lines.

RATE D

1. Assembling (n.e.s.).
2. Charging appliances manually with refrigerant and/or oil (n.e.s.).

RATE DDD

1. Fan speed checking, using pre-set stroboscope (excluding setting of the stroboscope).
2. Repetition adjusting of electrical control devices to predetermined limits.
3. Soldering and/or sweating by hand (n.e.s.).

RATE F

1. Operating manually-operated folding machine and/or hand brake and/or hand folder and/or finger brake to marks (excluding setting up).
2. Operating power-driven folding machine to stops and/or jigs and/or fixtures (excluding setting up).
3. Repetition high voltage 'no load' (neon type tester) earth testing.
4. Repetition reaming, using adjustable reamers, provided they are pre-set by a Rate A or Rate AA employee.
5. Repetition voltage, insulation and/or ohm and/or wattage testing to pre-set values.

RATE G

1. Assembling of pre-manufactured components from stock requiring no fitting and/or adjusting, but including deburring.
2. Bending and/or forming wire to jigs.
3. Charging appliances with refrigerant and/or oil, using semi-automatic processes.
4. Connecting preformed and/or prepared wires to predetermined points and/or connections.
5. Crimping hose ends.
6. Cutting flexible hose and/or pipe.

This gazette is also available free online at **www.gpwonline.co.za**

7. Drilling to jigs and/or stops and/or fixtures and/or predetermined pop marks and/or countersinking (excluding radial drill).
8. Refrigerant leak detection (excluding rectification of leaks).
9. Repetition crimping of terminals and/or stripping wires.
10. Repetition cutting and/or preforming sets of wires to jigs and/or fixtures and/or templets and/or length gauges.
11. Repetition ohm testing of elements to pre-set setting of ohmmeter.
12. Repetition operating press-brake to stops and/or jigs and/or length gauges where the stroke is not controlled (excluding setting up).
13. Repetition testing of pre-manufactured components from stock to predetermined limits where the test is confined to acceptance or rejection.
14. Stitching of cardboard by hand and/or machine.
15. Winding resistances direct onto predesigned spaced ceramic and/or mica and/or porcelain and/or mandrel.
16. Packing and/or filling cavities of double-walled sections with heat-insulating material.

DIVISION D/22

SHEETMETAL MANUFACTURING DIVISION

All operations in the assembling and/or manufacturing and/or fabricating (as defined) of sheetmetal articles and/or tubular furniture involving the use of metal of 4 mm and thinner and which may include integral light metal sections of material not exceeding 7 mm thickness and up to and including 16 mm round attachments to hollowware.

For the purposes of this Division, 'fabricating' includes the manufacturing of non-standard and/or custom-built articles when performed conjointly with manufacture as defined, and is confined to operations scheduled in this Division.

The classes of work scheduled in Division D/21 of this Agreement shall *mutatis mutandis* apply to any such work undertaken in Electrical Wiring operations not scheduled in this Division.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/22 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

Section (a): General

RATE AA

1. *Marking out.

   *For the purposes of the above, 'marking out' means the marking out with measuring instruments of the centres and working lines of articles and/or material preparatory to machining and/or processing.
2. Setting out.

RATE B

1. Final knocking out of dents and/or final straightening by use of hammer, spoon, dolly or wrench bar (n.e.s.).
2. Preparing completed doors and/or door frames and/or window surrounds for non-standard fittings.
3. Repairing and/or altering and/or adjusting and/or erecting on site or building of doors and/or door frames, window surrounds and curtain walling (n.e.s.) (outwork only).

RATE C

1. Arc and/or gas welding by hand.
2. Operating power-driven guillotine (n.e.s.).
3. Operating press-brake (n.e.s.).
4. Roller bending and/or forming, other than repetition roller bending and/or forming (n.e.s.).

This gazette is also available free online at www.gpwonline.co.za

RATE D

1. Assembling (n.e.s.).
2. Automatic welding where the welding head is automatically fed and speed of weld mechanically controlled.
3. Fitting of glazing beads and all operations incidental thereto, including marking for mitering and pop marking prior to drilling.
4. *Marking off (n.e.s.).

   ***'Marking off'** means marking off material to given lengths for cutting-off purposes, using only rule and/or tape measure and marking material.
5. Operating power-driven folding machine (n.e.s.), including setting-up.
6. Operating turret punching machine to stops and/or templets (n.e.s.) (including setting).
7. Press operating (n.e.s.), excluding setting.
8. Welding and/or brazing, including hard and/or silver soldering, of parts located in jigs and/or parts so located as to obviate the need for a jig (n.e.s.).

RATE DD

1. Gas brazing on hot water geysers of copper components in fixtures, or so formed as to obviate the need for fixtures, using fluxless brazing rods.
2. Operating press brake to stops and/or jigs and/or length gauges where the stroke is controlled (excluding setting up).
3. Positioning and bolting down of die sets in pre-located positive guides on presses of capacity up to 50 tons, prior to setting by a Rate C setter.
4 Welding and/or brazing to fixtures or parts so located as to obviate the need for a fixture (weld length not to exceed 55 mm, and material thickness not to exceed 2,5 mm).

RATE E

1. Metal spraying for anti-corrosive purposes under effective supervision.

RATE F

1. Operating manually-operated folding machine and/or hand brake and/or hand folder and/or finger bending brake to marks (excluding setting up).
2. Operating power-driven folding machine to stops and/or jigs and/or fixtures (excluding setting up).
3. Operating power-driven guillotine to stops (excluding setting up).
4. Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up).

   For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools

   before and after the power cycle takes over and stopping and unloading the machine.
5. Repetition production machining of bar and/or tube on capstan lathes to stops where the work is held by devices not necessitating any centralising or trueing (excluding setting up). (This operation is limited to a machine not exceeding a 52 mm nominal bore diameter.

RATE G

1. Affixing and/or positioning of ventilators into industrial windows and/or of windows into surrounds and/or screwing and/or riveting, including clamping and/or positioning under effective supervision, excluding arc welding.
2. Assembling of pre-manufactured components from stock requiring no fitting and/or adjusting, but including deburring.
3. Attaching fittings on prepared door frames and/or window surrounds.

This gazette is also available free online at **www.gpwonline.co.za**

4. Beading and/or seaming and/or grooving and/or trimming and/or curling and/or wiring and/or dishing and/or flanging and/or locking double side top and bottom.
5. Bending to stops and/or marks of piping and/or tubing marked to size by manual pipe and/or tube bending machine.
6. Bending to stops of piping and/or tubing by power-operated pipe and/or tube bending machine, excluding setting.
7. Leak-testing of finished products, other than by pressure testing.
8. Loading of rolled sheet coils onto uncoiler and setting of uncoiler release under supervision of a Rate A to D employee.
9. Operating manually operated folding machine and/or hand brake and/or hand folder and/or finger bending brake to stops and/or jigs and/or fixtures, excluding setting up.
10. Operating press-brake to stops and/or jigs and/or length gauges where the stroke is not controlled (excluding setting up).
11. Operating tube and/or rod and/or wire straightening machine.
12. Operating wire fed stitching machine.
13. Random drilling where the location of the hole is not critical or is immaterial (in the manufacture of tanks and/or reservoirs only).
14. Repetition application of insulating materials, including cutting and/or marking to templets under effective supervision.
15. Repetition bending and/or forming by machine to jigs and/or dies and/or stops and/or length gauges (excluding press-brake and excluding setting up).
16. Repetition butt and/or spot and/or flash and/or seam and/or projection and/or resistance and/or percussion welding by machine.
17. Repetition coiling of tubes under the instruction of a Rate AA to D employee.
18. Repetition cutting and/or cropping and/or shearing to stops and/or and or jigs and/or length gauges and/or fixtures and/or marks (excluding power-driven guillotines and excluding setting up).
19. Repetition drilling to jigs and/or prelocated parts and/or templets and/or pops and/or fixtures and/or marks (excluding radial drilling machines).
20. Repetition hot and/or cold blanking and/or piercing by press, using guides and/or jigs and/or stops.
21. Repetition machine punching and/or slotting and/or notching to jigs and/or guides and/or stops.
22. Repetition marking to templets and/or jigs.
23. Repetition operating nibbling machine and/or nibbling shears to jigs and/or stops and/or templets and/or marks in sheet of 4 mm and thinner.
24. Repetition popmarking to jigs and/or templets.
25. Repetition reaming with non-adjustable reamers.
26. Repetition roller bending and/or roller forming and/or re-rolling.
27. Repetition rolling and/or corrugating and/or forming of tank bodies.
28. Repetition soft soldering and/or sweating.
29. Repetition spinning, using formers, including the use of fixed gauges but excluding setting.
30. Repetitive countersinking to stops.
31. Repetitive threading and/or tapping.
32. Rough straightening of components and/or materials using tinman's hammer and/or mallet and/or pliers only.
33. Screwing on and/or riveting and/or clipping of assembled louvre stiles into metal frames.

This gazette is also available free online at www.gpwonline.co.za

RATE H

1. Application of adhesive and/or anti-corrosive and/or protective coatings.
2. Cutting timber by hand and/or machine for crating purposes and/or crate making.
3. Dressing and/or deburring by hand and/or by grinding and/or by portable power tools.
4. Hand trueing of tubular frames to jigs and/or and/or fixtures.
5. Lifting and/or placing of stops into position where positive location is provided (excluding setting of stops).
6. Operating baling press.
7. Operating tumbling barrel.
8. Re-threading and/or re-tapping.
9. Sand and/or shot blasting.
10. Scrap cutting and/or baling.
11. Preparing work for painting and/or soldering and/or brazing.

Section (b): Hollowware manufacturing operations

1. Welding and/or silver soldering of stainless steel products (n.e.s.)..... Refer to table of wage rates

RATE DD

1. Free-hand gas welding of seams of milkcans (n.e.s.).
2. Welding and/or silver soldering of stainless steel products (attachment of spouts and/or handles and/or hoops and/or legs).

RATE F

1. Attaching handles and/or spouts and/or hoops and/or fittings by welding.
2. Drop testing of finished enamelled hollowware under supervision of a Rate AA to D employee.
3. Repetition fusion welding of containers not exceeding 1,6 mm in thickness, in fixtures, not involving the use of filler rods.
4. Welding in manufacture of spouts and/or handles.
5. Welding of hoop seams.
6. Welding of milk-can neck to body.

RATE G

1. Automatic welding, where the welding head is automatically fed and the speed of the weld mechanically controlled.
2. Operating guillotine to jigs and/or stops and/or marks and/or fixtures, excluding for pressed metal door frames, pressed metal window surrounds, transformer doors and pressed metal sub-economic housing doors and curtain walling manufactured mainly from pressed metal (excluding setting up).
3. Operating machine designed for or permanently adapted for one only operation where it is not necessary to centralise or true the work (non-machining operation).
4. Repetition bending and/or forming by machine to jigs and/or dies and/or stops (excluding press-brake).
5. Repetition operation of or attending machines designed or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine.
6. Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up).

This gazette is also available free online at **www.gpwonline.co.za**

For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools before and after the power cycle takes over and stopping and unloading the machine.

7. Reshaping and/or straightening articles and/or components damaged or distorted in production.
8. Visual inspection.

RATE H

1. Application of anti-corrosive and/or protective coatings.
2. Degreasing and/or polishing by hand rubbing.
3. Dipping in enamel and/or paint and/or lacquer.
4. Dressing and/or deburring by hand and/or by grinding and/or by portable power tools.
5. Fitting handles to hollowware, excluding welding.
6. Holding up for riveting.
7. Loading and/or unloading of plating and/or anodising racks under the instruction of a Rate A to D employee.
8. Operating hand portable or pedestal grinding machines where the operator is not required to grind to marks, templets, gauges or sizes.
9. Operating wire-fed stitching machine.
10. Pressing and/or bending and/or forming and/or rolling in the manufacture of handles and/or spouts and/or fittings.
11. Repetition spot and/or projection welding of fittings to main components by machine.
12. Stoning and/or filling of hollowware in enamelling process under the instruction of a Rate A to D employee.
13. Wiring and/or unwiring of articles for immersion in plating baths under the instruction of a Rate A to D employee.

Section (c): Woodworking operations when performed conjointly with metal furniture manufacture

REFER TO TABLE OF WAGE RATES

1. Finishing and/or polishing and/or veneering of wood (n.e.s.).
2. Marking and/or setting out, including measuring (n.e.s.).
3. Operating a multiple drum sandpapering machine.
4. Sharpening woodworking tools (n.e.s.).
5. Wood machining in furniture making, including setting up and including the use of hand tools (n.e.s.).
6. Marking for boring machine only by means of pronged jigs.
7. Rubbing with an abrasive paste and/or abrasive liquid by machine and/or mechanical appliance.
8. Setting up and/or operating and/or performing any work with any one or more of the following machines:
   (a) Mortice machine;
   (b) boring machine;
   (c) hinge recessing machine when used for the purpose of cutting recesses for locks and/or hinges;
   (d) dowel inserting machine;
   (e) single drum sandpapering machine;
   (f) bobbin sandpapering machine;
   (g) belt sandpapering machine;
   (h) disc sandpapering machine;
   (i) portable sandpapering machines other than those specified in No. 18 hereof.
9. Bending solid timber.
10. Filling in holes and/or crevices with substances other than plugs and/or slivers.

This gazette is also available free online at **www.gpwonline.co.za**

11. Making and/or pointing of dowels.
12. Painting and/or filling in of edges of laminated board and/or plywood.
13. Preparing sandpaper and affixing of same.
14. Removing doors and/or fittings from articles of furniture.
15. Reviving by hand only.
16. Rubbing with an abrasive paste and/or abrasive liquid by hand only, and expressly excluding the use of any machine and/or mechanical appliance.
17. Sandpapering by hand regardless of whether the article papered is stationary or rotating.
18. Setting up and/or operating any type of rotating and/or vibrating-reciprocating sandpapering machine with a papering surface of not more than 0,323 m².
19. Spreading flock on adhesive surface and/or applying adhesive for flock by hand.
20. Stripping polished surfaces.
21. Waxing, bleaching, staining and/or oiling by hand.
22. Dipping of solid timber into softening solution.
23. Knocking in dowels.
24. Marking out by templet.
25. Mixing and/or mass-measuring and/or preparing glue.
26. Operating and/or attending presses of any kind.
27. Setting up and/or operating dowel squeezing or tennon squashing machine.
28. Spreading glue.
29. Tapeless joining.
30. Taping and/or stapling and/or tacking veneers and/or plywood and/or hardboard into position for pressing.
31. Taping veneers.
32. Trimming away excess veneer after affixing of veneer.
33. Washing off and/or removing gum and/or tapes and/or paper.

DIVISION D/23

ELECTRONIC, RADIO COMMUNICATIONS AND/OR TELE-COMMUNICATION MANUFACTURING DIVISION (INCLUDING ASSEMBLY AND/OR ERECTION)

All operations in the assembly and/or erection in the manufacturing establishment and/or manufacture and/or re-manufacture and/or modification of telecommunication equipment and/or any other equipment employing the principles of electronics and/or radio and/or any components used in the electronics and/or radio industry, including:

Telephone, telegraph and data transmission equipment, including celluar telephones;
HF, VHF, UHF, and microwave radio communication equipment;
automatic and manual telephone switching systems;
land mobile radio equipment;
supervisory and control systems;
signalling systems;
fault detection and alarm equipment;
public address and paging systems;
scientific, ultrasonic measuring and electro-medical equipment;

This gazette is also available free online at www.gpwonline.co.za

navigation aids;

mobile, marine, aircraft and broadcasting radio equipment;

closed circuit television equipment;

interference suppression equipment;

electrical and/or electronic test apparatus;

industrial electronic equipment;

computer equipment integral to communication and/or process control;

radar and allied equipment;

electronic distance measuring equipment;

modems;

but does not include the assembly and/or manufacture of domestic articles, i.e. car, home and portable radios, television, tape recorders and gramophone equipment, loudspeakers, together with sub-assemblies made solely for the use in the aforementioned equipment by the manufacturers of that equipment.

For the purposes of this Division—

'electronics' means equipment where the primary circuits are based on the conductance of electricity through a vacuum, gas or semi-conductor;

'radio' means equipment where the primary function is to transmit and/or receive intelligence without the aid of a physical conductor;

're-manufacture' means the correction of faults in items of equipment returned to the original manufacturing establishment and processed on the normal production line.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/23 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A

1. Telecommunication electrician's work.
2. Telecommunication mechanician's work.
3. Calibrating of electrical instruments and/or dials and/or measuring equipment.

RATE AA

1. Electrical functional testing and/or fault localising to schematic drawings and/or specifications (n.e.s.).
2. High potential functional testing and/or fault localising when performed by persons normally engaged in operative processes (n.e.s.).

RATE B

1. Edge lapping of crystal blanks by hand, excluding calibration.

RATE C

1. All wiring and/or cable forming operations (including the preparation of) involving reference to schematic drawings (n.e.s.).
2. Cutting of raw quartz and/or crystal blanks by semi-automatic machine, including setting of angles to predetermined settings (n.e.s.).

3. Assembling of cabinets and/or frameworks where no fitting adjustments are required.

RATE D

1. Assembling (n.e.s.) where no fitting adjustments are required.
2. Mechanical and/or electrical checking of equipment involving predetermined electrical measurements and/or drawings prior to or where no functional testing is involved, excluding rectification or repairs of such equipment.

This gazette is also available free online at www.gpwonline.co.za

3. Complete sequential adjustment of two-motion selectors to predetermined limits.
4. Hand contouring and checking of crystal blanks to pre-set limits of frequency.
5. Repetitive visual and/or electrical testing of system discs under stereomicroscope.
6. Semi-automatic lapping and/or polishing of crystal blanks to predetermined frequency limits, including checking of frequency (n.e.s.).
7. Setting of stops on guillotine for cutting insulation only.
8. Setting of stops on tube and/or pipe bending machine.

RATE DD

1. Testing and alignment of crystal filters against predetermined limits using printout results from automatic test equipment, alignment being achieved by suitable changes of components in filter.
2. Checking and/or adjusting of crystals and/or crystal blanks to predetermined limits of frequency by evaporation and/or by etching and/or by hand.
3. Checking the cutting angle and/or correction factor of raw quartz and/or crystal blanks to predetermined limits during the process of manufacture.
4. Operating nibbling machines (n.e.s.) for batch and/or mass production on material 4 mm thickness or less.
5. Repetitive production lapping and/or checking of quartz crystal blanks to predetermined limits of time and thickness, using pre-set gauges.
6. Repetitive visual checking of system discs by comparison under standard microscope.
7. Supervision of Rate DDD to E employees.
8. Assembly and/or modification of sample printed circuit boards to instructions and/or sketches and/or photographs and/or diagrams.

RATE DDD

1. Adjustments to predetermined limits of electrically and/or mechanically operated assemblies.
2. All operations in the making of cable forms without reference to drawings (n.e.s.).
3. Assembly to sample and/or instructions and/or pictorial sketches and/or planning cards of telephone assemblies and/or selector assemblies and/or teleprinter and/or capacitors (n.e.s.).
4. Bonding of wires from transistor dice contact areas to terminal posts by means of a jig under microscopic vision (n.e.s.).
5. Friction alloying and/or wafer bonding and/or ultrasonic bonding of dice to headers by means of a jig under microscopic vision (n.e.s.).
6. Micro welding and/or nail-head bonding and/or ultrasonic bonding of gold wire to transistor leads under microscopic vision (n.e.s.).
7. Operating engraving machine, including the changing of type but excluding tool setting.
8. Repetition high potential insulation testing with foolproof testing instrument.
9. Repetitive batch checking of equipments and/or subunits and/or components to running out lists and/or samples and/or planning cards and/or pictorial sketches and/or photographs, including buzzing.
10. Repetitive batch mechanical and/or electrical checking and/or adjusting of equipments and/or subunits and/or components by comparison with fixed standards with predetermined limits by means of comparators and/or deviation meters and/or special purpose test gear (n.e.s.).
11. Soldering by hand (n.e.s.).
12. Visual checking of crystal and/or crystal blanks during the manufacturing cycle.
13. Winding on hand and/or semi-automatic machines to planning cards and/or sketches and/or diagram, including changing of self-locating mandrels and/or formers (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

14. Wiring to instructions and/or running out lists and/or planning cards and/or pictorial sketches and/or samples and/or audio aids and/or photographs of equipment racks and/or shelves and/or panel details and/or units, including soldering and/or wrapping of wires (n.e.s.).
15. Colouring of wires, using semi-automatic machines.
16. Preparing of bobbins and/or formers, i.e. deburring, facing, painting and varnishing.
17. Installation of radio communication equipment into vehicles under Rate A supervision.
18. Wiring of radio shelters under Rate A supervision.
19. Operating flow-solder machine, including checking of solder temperature and maintaining solder-bath levels.
20. Preforming of the ends of electronic components to instructions and/or sketches on machines, including the cutting of the ends and the adjustment of the machines by means of a calibrated dial.
21. Changing and/or replacing of components on printed circuit boards to specific instructions.
22. Operating a resin dispensing unit, including the filling of pressure chambers, and adjusting pressure according to laid-down instructions. Checking of resin and hardener mixture by weighing on a gram scale and adjusting of dispensary unit. Filling of prepared ring core coils with resin and loading into vacuum chamber.
23. Selection of marked dice under microscope.
24. Mirror loading of dice, using vacuum pencil under microscope.

RATE E

1. Assembling and/or soldering of electrical components to mountings.
2. Assembling and/or soldering and/or strapping of components to printed circuit boards, using samples and/or pre-marked boards.
3. Marking of system discs by automatic machine where manual operations are limited to loading, aligning the disc and unloading, excluding setting up of machine.
4. Production assembly and/or wiring to samples and/or planning cards and/or audio aids in jigs and/or fixtures and/or self-locating parts, including soldering and/or wrapping of wires.
5. Repetitive preparation of job description cards for cutting preformed cables to lengths.
6. Slitting system discs on semi-automatic machine, excluding setting up of machine.
7. Spotting and/or burnishing and/or wiring and/or sputtering and/or lining and/or edge cleaning and/or pasting and/or damping mass assembly and/or wire forming and/or corner dipping and/or mounting of crystal blanks by use of jigs and/or fixtures and/or machines.
8. Strapping, including sleeving and/or soldering.
9. Visual checking and/or touching up of printed circuit boards during the process of manufacture.
10. Wiring of relay bars and/or frames and/or terminal blocks to instructions and/or running out lists and/or samples and/or audio aids, including wrapping of wires.
11. Touching-up of paintwork on main and/or sub-assemblies.
12. Transferring of data to EPROMS, using automatic programmable apparatus.
13. Winding of ring core coils by hand, including tinning of wire-ends and fitting into casings and cutting wires to length.

RATE F

1. Cutting and/or trimming of components, using jigs, by power saw and/or hand press.
2. Cutting of printed circuit boards to marks.
3. Laying and binding of cable forms from prepared running out lists on prepared cable form boards not exceeding 1 m x 1,25 m.
4. Loading of components into, and unloading from, automatic test gear.
5. Mirror loading of dice, using vacuum pencil, excluding use of a microscope.

This gazette is also available free online at www.gpwonline.co.za

6. Operating coding machines and/or press and/or fixtures, including change of type.
7. Pen writing to samples and/or instructions and/or pictorial sketches and/or photographs.
8. Repetition production machining of bar and/or tube on capstan lathes to stops where the work piece is held by devices not necessitating any centralising or trueing, excluding setting up. (This operation is limited to a machine not exceeding a 52 mm nominal bore diameter.)
9. Repetition production winding by machine of prepared bobbins to predetermined number of turns, using round wire, including changing of bobbins (maximum length of bobbin 150 mm).
10. Selection of components and/or piece parts into work trays as per selection lists.
11. Separating and/or breaking of system discs, excluding setting of machine.
12. Washing and/or cleaning and/or packing of wafers/blanks.
13. Operating of a semi-automatic transfer printing machine, including the preparation and mixing of printing ink.
14. Operating a semi-automatic wire cutting and stripping machine, including the changing of wire lengths by operating of pre-set dials and removal and affixing of pre-set dies for differing wire diameters.

RATE G

1. Coding and/or silk screening to samples and/or instructions and/or pictorial sketches and/or photographs.
2. Dip and/or flow soldering of printed circuit boards.
3. Dipping and/or impregnation in insulating medium and/or enamel and/or paint and/or varnish and/or wax and/or resins.
4. Fly and/or treadle and/or manual pressing and/or notching and/or power pressing, where the work is operated upon with pre-set dies (excluding setting of dies).
5. Hand bending and/or forming to jigs and/or formers and/or stops.
6. Operating nibbling machine to templets and/or stops and/or marks (plate not exceeding 4 mm in thickness).
7. Operating power saw and/or band saw for repetitive cutting off to stops and/or length gauges (excluding setting of stops).
8. Repetition crimping of terminals.
9. Repetition cutting and/or slicing of raw quartz and/or crystal blanks on fully automatic machines, where the work cycle is confined to loading and/or unloading of work piece.
10. Repetition drilling to pre-marked pops and/or dimples and/or jigs and/or fixtures and/or stops, including countersinking and/or reaming by non-adjustable reamers, excluding radial drill.
11. Repetition hot and/or cold blanking and/or piercing by press, using guides and/or jigs and/or stops and/or dies.
12. Repetition machine punching to jigs and/or stops and/or gauges and/or marks.
13. Repetition marking to templets and/or jigs.
14. Repetition preparation of coil bobbins, including the application of shunt windings.
15. Repetition production assembly in jigs and/or fixtures and/or of self-locating parts from stocks where no fitting or adjustment is required, but including deburring.
16. Repetition production tinning and/or soldering of crystal cans.
17. Repetition spot and/or seam and/or projection and/or stud and/or butt and/or flash welding.
18. Repetition tinning of coil bobbin terminals.
19. Repetitive batch checking of piece parts and/or components by means of pre-set fixed gauges under supervision.
20. Riveting not exceeding 10 mm diameter rivets and/or eyeletting.
21. Routine air leak testing.
22. Spraying of enamel and/or paint and/or insulating medium and/or anticorrosive coatings, under supervision, other than blending.

This gazette is also available free online at www.gpwonline.co.za

23. Sticking and/or unsticking of raw quartz and/or stacking and/or bonding of crystal blanks to carriers prior to and/or after subsequent machining.
24. Stripping and/or etching of crystal blanks during the process of manufacture.
25. Washing and/or cleaning and/or coating and/or exposing and/or developing and/or etching of printed circuit boards and/or blanks.

RATE H

1. Application of insulating medium (n.e.s.).
2. Repetition cutting and pre-forming sets of wire to jigs and/or fixtures.
3. Repetition stripping of insulated wire and/or cable by pre-set tools.
4. Attending electroplating bath under instruction of a Rate A employee.
5. Attending oven.
6. Compound filling.
7. Despatch packing.
8. Dipping and/or impregnating in insulating medium and/or enamel and/or paint.
9. Dip tinning in solder pot.
10. Metal buffing and/or polishing and/or finishing.
11. Metal cleaning by pickling and/or degreasing.
12. Metal coating by dipping.
13. Rethreading and/or retapping by hand.
14. Sand and/or shot blasting.

Manufacturing of electrical and/or electronic components for sale in bulk.

Rate A

1. Artisan's work.

Rate C

1. Setter. Setting, maintaining and servicing of metalised capacitors and suppression manufacturing equipment.

Rate DD

1. Supervisors. Supervising section leaders.

Rate E

1. Section leaders. Monitoring of feeders and/or core winders, including supervision of preliminary preparation of production equipment by Rate H employees.

Rate H

1. Feeders. Repetition loading and/or feeding of equipment, magazines, wheels or bowls with components, including simple preliminary preparation of production equipment under supervision.
2. Core winders. Repetitive automatic and/or manual winding of wire onto cores or bobbins."
(subsection inserted by G.N. R.1374 of 3 October 2003)

Surface Mount Technology Operations

1. **Rate B**
Surface mount technology supervisor, supervising surface mount technology operators and surface mount technology inspectors.
2. **Rate AA**
Surface mount technology production assistants, engaged in the following types of activities:

- Programming, setting, servicing and maintenance of surface mount technology machines (including printers, ovens, and pick and place machines and inspection equipment);

This gazette is also available free online at www.gpwonline.co.za

- Supervision of the machine operations done by surface mount technology operators; and
- File handling and back up of product data.

3. **Rate DDD**

Surface mount technology inspectors, engaged in the following types of activities:

- Visual inspection and verification of "first-off" printed circuit boards using parts lists and printed circuit board layout drawing and microscope; and
- Repetitive visual inspection of assembled printed circuit boards according to pre-defined standards (using microscopes or automatic inspection equipment).

4. **Rate F**

Surface mount technology operators, engaged in the following types of activities:

- Printing of solder paste onto printed circuit boards (manual and automated printing);
- Loading of printed circuit boards in pick and place machines;
- Loading and monitoring of component feeders on pick and place machines;
- Loading and unloading of magazines;
- Basic operation of various production machines;
- Placing components on printed circuit boards
- Touch-up printed circuit boards, including single-component hand soldering;
- Counting of printed circuit boards and components; and
- De-panelising of printed circuit boards

This gazette is also available free online at **www.gpwonline.co.za**

TRAINING PERIODS AND RATES OF PAY THEREFOR

(Applicable to operations scheduled in this division only)

(Not applicable to machining operations and setting up)

Experience				
Class of work	First four months (rate per hour)	Second four months (rate per hour)	Third four months (rate per hour)	Thereafter
Rate AA:	Rate	Rate	Rate	Rate
Newcomers	D	C	B	AA
From Rate B	B	AA	AA	AA
Rate B:				
Newcomers	D	D	C	B
From Rate C	C	B	B	B
From Rate D	D	C	C	B
Experience				
Rate C:				
Newcomers	DD	DD	D	C
From Rate D	D	C	C	C
Rate D:				
Newcomers	DDD	DD	DD	D
From Rate DD	DD	D	D	D
Rate DD:				
Newcomers	DDD	DDD	DD	DD
From Rate DDD	DDD	DD	DD	DD

Note:

RATE DDD:

Newcomers to Rate DDD shall be paid not less than (refer to table of wage rates) cents per hour for the first four months, and thereafter at Rate DDD.

RATE E:

Newcomers to Rate E shall be paid not less than (refer to table of wage rates) cents per hour for the first four months, and thereafter at Rate E.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/24

TUNGSTEN CARBIDE TOOL MANUFACTURE DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/24 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

The following operations, viz:

RATE AA

1. General supervisory work, including setting up of production machines (at least one supervisor must be employed in each establishment and be in charge of operations on each shift).
2. Machine tool grinding (excluding universal grinding):

First six months' experience	Rate C
Second six months' experience	Rate B
Thereafter	Rate AA

3. Milling of tungsten carbide tools (excluding universal milling).
4. Operating centre lathe for tungsten carbide tools.

RATE D

1. Hand torch brazing:

First three months' experience	Refer to table of wage rates
Thereafter	Rate D

RATE E

1. Machining of shanks for seating, viz:

Repetition operation of or attending machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up).

RATE F

1. Repetition grinding on automatic cycle machines under the instruction of a Rate A to C employee.

RATE G

1. Bending of pre-heated shanks by machine to jigs.
2. Machining of shanks for seating on a special purpose machine, where the manual operations are limited to loading the work piece into the chuck or holding device of the machine and unloading.
3. Machining clearance angles on tools by special purpose machines to pre-set angles (excluding setting up).
4. Off-hand buffing and/or polishing.
5. Operating manual machines designed for or permanently adapted for one only operation, where it is not necessary to centralise or true the work by hand.
6. Rough forming by grinding of brazed tools.
7. Seating of tips by induction heating.

RATE H

1. Cutting to stops and/or length gauges in power and/or friction saws (excluding setting up).
2. Operating hand portable and/or pedestal grinding machine, where the operator is not required to grind to marks, templets, gauges or sizes.

This gazette is also available free online at **www.gpwonline.co.za**

3. Sand and/or shot blasting.
4. Stencilling and/or marking and/or colour marking and/or labelling.

DIVISION D/25

MOTOR VEHICLE PARTS AND COMPONENTS MANUFACTURING DIVISION

(1) Wage provisions applicable to the manufacturing and/or assembling of parts and/or spares and/or accessories and/or components of motor vehicles, viz:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/25 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE C

1. Repetition drill sharpening by hand (n.e.s.).

RATE D

1. Galvanising (supervisory work).
2. Machining (n.e.s.) on repetition work by means of fixtures and/or jigs and/or stops (excluding the requirement of stops for parting off) where the work cycle is manually operated (including the use of fixed gauges and/or comparators and/or indicators for dimensional purposes only – such instruments to be set by a Rate A employee), and including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling, but excluding machine tool setting up and/or tool setting and adjusting.
3. *Marking off material (n.e.s.).

   ***'Marking off'** means marking off material to given lengths for cutting-off purposes, using only length gauges and/or rule and/or tape measure and marking material.
4. Preliminary welding for positioning of jobs prior to welding or riveting or bolting up (runs of not more than 40 mm in length).
5. Press operating (n.e.s.), including the affixing and/or removal of dies where there is positive location, but excluding setting up.
6. Production electric welding in jigs and/or assemblies already partly welded in jigs so as to minimise the effect of distortion and where the ampereage, size or type of rod or rate of deposition is predetermined (n.e.s.).

RATE E

1. Repetition balancing of motor components on special purpose machines, excluding calibration of the machines.

RATE F

1. Reaming, using bridge reamers.
2. *Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up, but including the use of fixed gauges and/or comparators and/or indicators for dimensional purposes only – such instruments to be set by a Rate A employee).

   *For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools before and after the power cycle takes over and stopping and unloading the machine.
3. Repetition production machining of bar and/or tube on capstan lathes to stops where the work is held by devices not necessitating any centralising or trueing (excluding setting up).

   (This operation is limited to bar not exceeding 52 mm diameter and/or tube up to 80 mm diameter).
4. Soldering and/or sweating by hand (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

RATE G

1. Assembling of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.
2. *Attending fully-automatic machine (including checking with fixed gauges and/or comparators and/or indicators for dimensional purposes only – such instruments to be set by a Rate A employee).

   *For the purposes of the above, 'fully-automatic machine' is a bar-fed machine or a machine fitted with an automatic chucking device (i. e. magazine and/or table and/or mechanical arm fed) and where the manual operations are limited to setting the machine in motion, feeding a new bar into the machine or loading the magazine, as the case may be, and stopping the machine.
3. Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies (excluding setting of dies) and/or stops.
4. Heat treatment under instruction of a Rate AA to D employee.
5. Repetition countersinking with twist drill and/or rose bit to fixtures and/or stops, and/or reaming, using non adjustable reamers.
6. Repetition drilling to fixtures and/or gauges and/or jigs and/or stops and/or templets (excluding radial drill).
7. Repetition hot and/or cold bending and/or forming to dies and/or jigs and/or stops.
8. Repetition hot and/or cold blanking and/or piercing on presses, using guides and/or jigs and/or stops and/or dies.
9. Repetition machine punching to jigs and/or stops and/or dies and/or marks, including random checking with fixed gauges.
10. *Repetition marking to jigs and/or templets.

    ***'Marking to templets'** means the marking of material by means of a templet and scriber or marking material.
11. Repetition operation of and/or attending machine designed or permanently adapted for a single operation where it is not necessary to centralise or true the work by hand and where manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine.
12. Repetition operation of vehicle rim rolling machines where the power cycle is automatic and where operations are limited to loading, starting, stopping and unloading, and where no gauging is required.
13. Repetition rolling in forging rolls.

RATE H

1. Automatic and/or semi-automatic machine nutting.
2. Bending to stops of pipes and/or tubes in manually and/or power-operated bending machines.
3. Cold forming and/or trimming and/or punching by machine.
4. Dressing and/or deburring by hand and/or by grinding and/or by portable power tool.
5. Metal coating by dipping under supervision of a Rate A to D employee.
6. Operating automatic thread forming machine.
7. Operating bolt and/or nut facing machine.
8. Operating frazing and/or pointing machine.
9. Operating tube and/or rod and/or wire straightening machine.
10. Repetition cutting and/or cropping and/or shearing to length gauges and/or marks and/or stops.
11. Repetition hydraulic testing and/or air testing, excluding preparatory work.
12. Repetition roller bending of material not exceeding 4 mm in thickness.
13. Re-threading and/or re-tapping.
14. Sand and/or shot and/or hydro and/or grit blasting.
15. Screwing machine operating excluding setting up.

This gazette is also available free online at **www.gpwonline.co.za**

16. Baling of scrap.
17. Dipping in enamel and/or paint and/or lacquer.
18. Feeding a forming machine.
19. Feeding and/or minding special purpose nicking and/or profiling and/or slotting machine.
20. Holding up for riveting.
21. Straightening and/or flattening of gussets and/or cleats.
22. Stretching and/or rough straightening of bars by hand and/or by machine.
23. Stripping forgings and/or stampings, using dies.

(2) Notwithstanding any operation or wage rate scheduled in this Division or in Schedule G and/or Schedule M of this Agreement no operation or wage rate scheduled in this Division or in Schedule G and/or Schedule M of this Agreement shall apply to the following operations in the manufacture of motor vehicle parts and/or spares and/or accessories and/or components for motor vehicles, viz:

Repetition operation of or attending machines adapted for semi-automatic operations (including programme controlled copying lathes), where the work cycle is power-driven and the end point is controlled by automatically operating stops, so that manual operations are limited to loading, unloading, setting the machine in motion, stopping and advancing or retracting the tools before and after the power-driven cycle takes over (excluding setting up).

Repetition welding and/or brazing and/or bronze welding in jigs or of parts so formed and/or located as to obviate the need for a jig, and/or tack welding of pre-assembled units. Semi-automatic welding by machine (excluding setting up).

DIVISION D/26

ELEVATOR AND/OR ESCALATOR MANUFACTURING DIVISION

The following operations in the manufacture and/or assembly of elevators and/or escalators:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/26 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A

1. Assembly requiring fitting adjustments.
2. Electrical fitting (n.e.s.).

RATE AA

1. All wiring operations involving reference to wiring diagrams.
2. Electrical functional testing, including earth potential testing and/or fault localising to schematic drawings and/or specifications.

RATE B

1. Visual checking of signal fixture equipment to drawings and/or specifications (excluding electrical functional testing).

RATE C

1. Assembling of cabs from preformed sheet-metal components (non-electrical) where no fitting is required but repetitive adjustment is necessary, and a rule, scriber and square are used for aligning purposes only, including tack and/or spot welding (n.e.s.).
2. Straightening or flattening (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

RATE D

1. Drilling and/or countersinking and/or reaming and/or spot facing (n.e.s.), including the use of adjustable reamers, provided they are pre-set by a Rate A or Rate AA employee (including sharpening drills).
2. Operating semi-automatic argon arc welding machine.
3. Press operating (n.e.s.), including the affixing and/or removal of dies where there is positive location.
4. Repetitive electrical assembly work on cabs (n.e.s.), where no fitting is required, including connecting up and/or pulling through of cables and/or wires.
5. Wood machining for platforms and/or shaft templets under supervision of a Rate A employee.

RATE DD

1. Final assembly of capacitor and/or resistor and/or relay units, including the wiring and soldering to connections.
2. Operating mechanical bevelling machine, excluding setting of cutters.

RATE DDD

1. Functional testing of relays and/or switches.
2. Repetition electrical checking and/or adjusting of sub-units and/or components by comparison with fixed standards with predetermined limits by means of special-purpose test gear and/or fixed gauges and/or samples and/or checking of fixtures.
3. Operating engraving machine, including the changing of type, but excluding tool setting.
4. Forming of wiring-harness for hoistways, including fitting of plugs to wire ends, using schedule for determining of wire lengths.

RATE E

1. Assembly of components and/or piece parts into unit boxes to samples and/or specimens prepared by a Rate A employee.
2. Mechanical connections in units of preformed and/or prepared wires to predetermined points and running out lists (n.e.s.).
3. Repetition wiring of control panels where the terminal connections are numbered and the sequence of wiring operations is performed to a schedule.
4. Repetition wiring to specimens, prepared by a Rate A employee.
5. Assembling of electrical components to mountings.
6. Strapping of components to printed circuit boards, using samples and/or pre-marked boards including soldering.

RATE F

1. Repetition production machining of bar and/or tube on capstan lathes to stops, where the work piece is held by devices not necessitating any centralising or trueing, excluding setting up. (This operation is limited to machines not exceeding a 52 mm nominal bore diameter.)

RATE G

1. Application of sealing compounds and/or adhesives.
2. Application of sound-deadening materials and/or insulating medium under supervision of a Rate A to D employee.
3. Assembling of self-locating parts pre-manufactured and taken from stock, where no fitting or adjustment is required or reference to sketches and/or drawings, but including deburring.
4. Assembling sub-panel components into controller panels to sketches under supervision.
5. Repetition crimping of terminals and/or stripping of wires (including eyeletting).
6. Repetition cutting and/or preforming sets of wires to jigs and/or fixtures and/or templets and/or length gauges.
7. Repetition hot and/or cold blanking and/or piercing on presses, using guides and/or jigs and/or stops and/or dies.
8. Repetition operating pressbrake and/or folding machine to stops and/or jigs and/or length gauges, where the stroke is

This gazette is also available free online at www.gpwonline.co.za

not controlled and material does not exceed 4 mm in thickness (excluding setting up).

9. Repetition soft soldering on indicator panel lights.
10. Reshaping and/or straightening of components damaged or distorted in production, excluding panel work.
11. Rough straightening of guiderails and/or bars by hand and/or machine, excluding the use of rule and/or straight edge.
12. Operating fully automatic NC punching machine, excluding setting of stops.
13. Silk screening to samples and/or pictorial sketches and/or photographs.
14. Repetition drilling to pre-marked pops and/or dimples and/or jigs and/or fixtures and/or stops, including countersinking and/or reaming by nonadjustable reamers, but excluding radial drilling machine.
15. Repetition machine punching to jigs and/or stops and/or gauges and/or marks, including changing of blanking tool.
16. Sand and/or shot and/or hydro and/or grit blasting.

RATE H

1. Metal buffing and/or polishing.
2. Applying transfers.
3. Bonderising and/or preparing for painting and/or soldering and/or brazing.
4. Packing of manufactured articles for despatch or sale.
5. Pouring of liquid plastic into moulds and pre-engraved plates.
6. Stencilling and/or marking and/or colour marking and/or labelling.
7. Wet rubbing.
8. General labouring.

DIVISION D/27

LOCOMOTIVE MANUFACTURING DIVISION

For the purposes of this Division, 'locomotives' shall comprise propulsion/ traction units.

The following operations in the manufacture and/or assembly of locomotives, including design modification within the warranty period where the work performed falls within the operations listed:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/27 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

Section (a): Electrical work and related activities

RATE A

1. Electrical fitting.

RATE AA

1. Repetition making up of cable harnesses where the course of the wire is marked by cleats and/or lines and/or saddles and/or fixtures and where no wiring diagram is used.

RATE C

1. Repetition electrical assembly work (n.e.s.) under the supervision of a Rate A employee.

RATE D

1. Bending of conduits by pipe bending machine to data sheets and/or sketches (n.e.s.).

RATE DDD

1. Soft soldering and/or sweating.

This gazette is also available free online at **www.gpwonline.co.za**

RATE F

1. Bending of conduits to templet and/or stops by pipe bending machine (excluding setting of stops).
2. Repetition crimping of terminals and/or stripping ends of wires.
3. Repetition pulling through only of cables and/or wires pre-cut to predetermined lengths.
4. Repetition tinning of earth straps connecting the frame of the bogie to the roller bearing housing pad and/or inter-connecting battery busbars and/or sweating of the battery lugs.
5. Tinning by hand.

RATE G

1. Repetition cutting of conduits and/or pipes and/or tubes to templets and/or fixture and/or to stops and/or to length gauges.
2. Repetition cutting and/or identification of wire to length gauges under the supervision of Rate A to B employee.
3. Screwing machine operating excluding setting up.

Section (b): Mechanical work and related activities

RATE A

1. Machine tool setting up.
2. Marking out (n.e.s.).

   'Marking out' means the marking out with measuring instruments of the centres and working lines of articles and/or material.
3. Panel beating.
4. Setting out (n.e.s.).

   'Setting out' means the setting out of work on the floor or on the bench to sketches and/or drawings and/or dimensions.

RATE AA

1. Assembly of traction motors and/or gear cases to bogies.
2. *Machinist's work (n.e.s.), viz, shaping, slotting, planing, milling, (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary machine tools, excluding centre lathes (with or without copying and/or profiling attachments), boring mills, (vertical, horizontal and turret type – with or without copying and/or profiling attachments), die-sinking machines and universal machining.

   *Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like.
3. Straightening of coach body side panels (free-hand work).
4. Straightening of superstructure panels (free-hand work).

RATE B

1. Cold sawing where the sawyer marks direct from cutting list.
2. Drilling machine work (n.e.s.).
3. Riveting pressure vessels.
4. Supervisory work (n.e.s.), including marking off when making adjustments to the components of underframes and/or bogies.

RATE C

1. Operating multi-head oxyacetylene cutting machines and/or flame planing and/or flame bevel cutting machines (including setting up).
2. Riveting and/or caulking (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

3. Roller bending, other than repetition roller bending (n.e.s.).
4. Setting (n.e.s.) (excluding tool setting) of dies and/or fixtures and/or stops and/or jigs and/or guides on production machines.

RATE D

1. Arc and/or gas cutting (n.e.s.).
2. Assembling of complete subassemblies and/or units where there is positive location and no fitting and/or adjustment is required, including positional adjustment under the supervision of a Rate A employee, but excluding traction motors, gear cases and/or diesel engines.
3. Bending and/or forming to jigs and/or stops in press-brake and/or power folding machine (excluding setting up).
4. Bending of pipes and/or tubes to data sheets or templets.
5. Drilling and/or countersinking and/or reaming (n.e.s.), including the use of adjustable reamers provided they are pre-set by a Rate A or AA employee, including the sharpening of drills.
6. Drilling on radial drilling machines to jigs and/or fixtures and/or marks, excluding setting (n.e.s.).
7. Hand welding by mechanically fed electrodes.
8. Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding setting up but including the use of fixed gauges).
9. *Marking off material (n.e.s.).

   ***'Marking off'** means marking off material to given lengths for cutting off purposes using only length gauges and/or rule and/or tape measure and marking material.
10. Operating automatic arc and/or gas and/or foil welding machine.
11. Operating power saw (n.e.s.), including marking off with rule and/or tape measure only and including setting of stops (n.e.s.).
12. Operating single head oxyacetylene profiling and/or straightline cutting machine to templets.
13. Press operating (n.e.s.), including the affixing and/or removal of dies where there is positive location, excluding setting-up (excluding press-brake).
14. Preliminary shrinking and/or straightening of interior panels by hand tools.
15. Preliminary shrinking of body ends by hand tools.
16. Preliminary welding for positioning of jobs prior to welding or riveting or bolting up (runs of not more than 40 mm in length).
17. Repetition assembly of prepared sets of pipes and/or tubes and/or conduits.
18. Repetition cutting and/or cropping and/or shearing to stops and/or templets and/or length gauges.
19. Repetiton operation of templet copying punch machine.
20. Repetition roller bending and/or forming involving the use of metal not exceeding 4 mm in thickness.
21. Repetition roller forming of plate with pre-set rolls.
22. *Repetition welding and/or brazing in jigs.

    ***'Repetition welding and/or brazing in jigs'** means that the jig must be made in such a manner as to allow the employee to undertake the maximum amount of welding and/or brazing on the article in the jig and thereafter an employee at the same rate may complete the weld on the article when it is removed from the jig.
23. Riveting (10 mm diameter or less).

RATE DD

1. Operating mechanical bevelling machine, excluding setting of cutters.

This gazette is also available free online at **www.gpwonline.co.za**

RATE F

1. Assisting a Rate D employee in the loading of premanufactured components and/or subassemblies into jigs and/or underframes and/or shells and bolting up, excluding fitting and/or adjustment but including deburring. Employees may only be employed on the operation set out at Rate F of this Schedule provided that the ratio of employees in the establishment is not less than one Rate D employee to three Rate F employees.
2. Attending automatic submerged arc and/or gas shielded wire and/or flux cored wire arc welding machines where the operator is confined to loading, starting, stopping and unloading the machine, and the setting up of which is done by a Rate A to B employee.
3. Repetition bending of conduits and/or pipes and/or tubes in manual operated machines to templates and/or stops (excluding setting of stops).
4. Supervising employees employed on classes of work scheduled below Rate F (when so appointed).

RATE G

1. Application of anti-corrosive and/or anti-fouling and/or protective coatings.
2. Attending, cleaning and/or degreasing of acid and/or rinsing and/or fluxing baths.
3. Fly and/or treadle and/or manual pressing and/or notching where the work is operated upon with pre-set dies (excluding setting of the dies) and/or to stops.
4. Hand bending and/or forming to jigs and/or stops.
5. Huck type fastening.
6. Metal buffing and/or polishing.
7. Oiling and/or greasing machinery.
8. Operating hand portable and/or pedestal grinding machine, where the operator is not required to grind to marks and/or gauges and/or sizes and/or templets.
9. Operating power hammer (hammer driving) under instruction of a Rate A to D employee.
10. Operating power saw for repetitive cutting off to stops and/or length gauges and/or graduated scales (other than the setting of stops and other than in toolroom).
11. Reaming, using non-adjustable reamers.
12. Repetition arc spot and/or butt and/or flash and/or projection and/or resistance and/or seam and/or spot and/or stud welding by machine.
13. Repetition cutting and/or cropping of bars and/or billets to stops and/or length gauges and/or repetition cutting and/or cropping of scrap.
14. Repetition drilling of fixing holes up to 16 mm holes with portable drilling machines in connection with body sides and/or roofs and/or gutters and/or ends and/or underframes, using jigs and/or fixtures and/or templets.
15. Repetition drilling and/or countersinking to fixtures and/or gauges and/or jigs and/or stops and/or templets and/or predrilled holes, excluding radial drill.
16. Repetition forging under power hammer, using pre-set forming dies, excluding hand manipulation.
17. Repetition threading and/or tapping by machine (excluding setting up).
18. Rethreading and/or retapping.
19. Rough straightening and/or rough flattening of material, excluding the use of rules and straight edges and excluding structural metal work.
20. Sand and/or shot and/or hydro and/or grit blasting.
21. Screwing machine operating, excluding setting up.
22. Shrinking of coach body sides in a heating jig under supervision of a Rate A to AA employee.
23. Straightening and/or flattening of gussets and/or cleats.

This gazette is also available free online at **www.gpwonline.co.za**

24. Striking by hand hammer under instruction of a Rate A to D employee.
25. Stripping and/or punching forgings and/or stampings, using preset dies.

RATE H

1. Affixing slings under supervision of Rate A to D employee.
2. Dipping in enamel and/or lacquer and/or paint.
3. Holding up and/or backing up for riveting.
4. Lagging of pipes and/or securing of lagging by clips.
5. Repetition deburring and/or fettling by hand and/or by machine.
6. Rivet heating.
7. Stamping and/or affixing metal labels and/or nameplates.
8. Baling of scrap.
9. Descaling by chipping.
10. General labouring.

Section (c): Painting and related activities

RATE A

1. Painting and/or signwriting and/or polishing and/or staining and/or varnishing and/or veneering for finishing and decorating (n.e.s.).

RATE AA

1. Applying transfers.

RATE D

1. Application of last two coats of paint and/or enamel prior to the finishing coat (n.e.s.) and final stopping.

RATE F

1. Masking for painting.
2. Preliminary stopping by trowel of body sides and ends.

RATE G

1. Application of prime and/or anticorrosive coatings.
2. Application of sealing compounds and/or adhesives.
3. Application of sound-deadening materials.
4. Rough masking for spinning only.
5. Spraying of enamel and/or paint to bogie and/or underframe and/or pre-manufactured components under supervision of a Rate A to D employee.
6. Stencil painting.
7. Wet and/or dry rubbing.

Section (d): Woodworking and related activities

RATE A

1. Carpentry (n.e.s.).
2. Positioning, identification and fixing of timber furrings.

This gazette is also available free online at **www.gpwonline.co.za**

RATE C

1. Carpentry and/or woodworking in connection with assembly and/or finishing under supervision of a Rate A employee. Employees may only be employed on the operations set out at Rate C of this Schedule provided that the ratio of employees in the establishment is not less than one carpenter and/or wood machinist at Rate A to one employee employed on carpentry and/or wood-machining operations under Rate C.

RATE F

1. Floor sanding.
2. Repetition drilling of mouldings to jigs and/or templets and/or stops and/or length gauges and/or marks on pedestal drill.
3. Repetition sawing of mouldings to stops and/or templets and/or length gauges and/or marks.

RATE G

1. Cutting lino to templets.
2. Placing of pre-cut glass into apertures under supervision of Rate A to B employee.
3. Sandpapering of wooden parts by hand.

DIVISION D/28

RAILWAY WAGON MANUFACTURING

The following operations in the manufacture and/or assembly of railway freight wagons, including guard's vans, including modification and/or rectification within the warranty period where the work performed falls within the operations listed:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/28 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

Section (a): Electrical work and related activities

RATE A

1. Electrical fitting.

RATE AA

1. Repetition making up of cable harnesses where the course of the wire is marked by cleats and/or lines and/or saddles and/or fixtures and where no wiring diagram is used.

RATE C

1. Repetition electrical assembly work (nes) under supervision of a Rate A employee.

RATE D

1. Bending of conduits by pipe bending machine to data sheets and/or sketches (n.e.s.).

RATE F

1. Bending of conduits to templet and/or stops by pipe bending machine (excluding setting of stops).
2. Repetition pulling through only of cables and/or wire pre-cut to predetermined lengths.
3. Repetition crimping of terminals and/or stripping ends or wires.

RATE G

1. Repetition cutting of conduits and/or pipes and/or tubes to templets and/or fixtures and/or to stops and/or to length gauges.
2. Repetition cutting and/or identification of wires to length gauges under the supervision of a Rate A to C employee.

This gazette is also available free online at **www.gpwonline.co.za**

3. Screwing machine operating, excluding setting up.

Section (b): Mechanical work and related activities

RATE A

1. *Marking out

   ***'Marking out'** means the marking out with measuring instruments of the centres and working lines of articles and/or material.

2. *Setting out

   ***'Setting out'** means the setting out of work on the floor or on the bench to sketches and/or drawings and/or dimensions.

3. Machine tool setting up and/or tool setting, including tool grinding.

RATE AA

1. *Machinist's work (n.e.s.), viz, shaping, slotting, planing, milling (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary machine tools, excluding centre lathe (with or without copying and/or profiling attachments), boring mills (vertical, horizontal and turret type – with or without copying and/or profiling attachments), die-sinking machines and universal machining.

   *Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments including rules, calipers and the like.

2. Operating cranking and/or straightening machine (repetition work) (n.e.s.).

RATE B

1. Drilling machine work (n.e.s.).
2. Riveting pressure vessels.
3. Supervisory work (n.e.s.).

RATE C

1. Flattening and/or straightening only (n.e.s.).
2. Operating multi-head oxyacetylene cutting machine and/or profiling and/or flame planing and/or flame bevel cutting machine (including setting up) (n.e.s.).
3. Repetition assembly of pre-prepared interior and exterior fittings and/or components and/or subassemblies, including adjustments under supervision.
4. Roller bending other than repetition roller bending (n.e.s.).
5. Setting (n.e.s.) (excluding machine tool setting up and/or toolsetting) of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.

RATE D

1. Arc and/or gas cutting (n.e.s.).
2. Assembly work, where the components and/or sub-assemblies are positively located, including adjustments, but excluding marking off of components and/or sub-assemblies to drawings and/or the use of precision measuring instruments.
3. Bending and/or forming to jigs and/or stops in press-brake and/or folding machine (n.e.s.).
4. Bending of pipes and/or tubes to data sheets or templets.
5. Drilling and/or countersinking and/or reaming (n.e.s.), including the use of adjustable reamers, providing they are pre-set by a Rate A or AA employee, including the sharpening of drills.
6. Drilling on radial drilling machines to jigs and/or fixtures and/or marks (n.e.s.).
7. Hand welding by mechanically fed electrodes.

This gazette is also available free online at **www.gpwonline.co.za**

8. Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding the requirements of stops for parting off and excluding setting but including the use of fixed gauges).
9. *Marking off material (n.e.s.).

   ***'Marking off'** means marking off material to given lengths for cutting-off purposes, using only length gauges and/or rule and/or tape measure and marking material.
10. Operating automatic arc and/or gas and/or foil welding machine (excluding setting up).
11. Operating cold circular saw to marks and/or stops.
12. Operating power saw, including marking off with rule and/or tape only and including the setting of stops (n.e.s.).
13. Operating single-head gas profile cutting machine and/or single and/or multi-head straight line cutting machine including setting up.
14. Preliminary shrinking and/or straightening of panels by hand tools of material not exceeding 4 mm.
15. Press operating (n.e.s.), including the affixing and/or removal of dies where there is positive location, excluding setting up (excluding press brake).
16. Repetition cutting and/or cropping and/or shearing and/or punching to jigs and/or stops and/or templets and/or marks (n.e.s.) (guillotines and cropping machines).
17. Repetition operation of or attending a semi-automatic pull broaching machine where the work cycle is power-driven and the end point is controlled by automatically operating and/or fixed stops, excluding setting up.

    For the purposes of the above, a 'semi-automatic pull broaching machine' is one on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the holding device, passing the broach-tool through the work piece, attaching the broach to the ram, setting the machine in motion for the power cycle to take over and unloading the machine.
18. Repetition operation of templet copying punch machine.
19. Repetition roller forming of plate with pre-set rolls (n.e.s.).
20. *Repetition welding and/or brazing in fixtures.

    *Repetition welding and/or brazing in fixtures means that the fixture must be made in such a manner as to allow the employee to undertake the maximum amount of welding and/or brazing on the article in the fixture and thereafter the same employee or a Rate B employee or an employee at a higher rate than Rate B may complete the weld on the article when it is removed from the fixture.
21. Riveting and/or caulking (n.e.s.).

RATE DD

1. Operating mechanical bevelling machine excluding setting of cutters.
2. Repetition operation of or attending semi-automatic machines (n.e.s.) where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up), including checking by use of fixed gauges and including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling, but excluding machine tool setting up and/or toolsetting and/or adjusting.

   For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools (excluding any machining during the advancement and/or retraction of the tools) before and after the power cycle takes over and stopping and unloading the machine.

This gazette is also available free online at **www.gpwonline.co.za**

RATE F

1. Drilling and/or countersinking to jigs and/or fixtures and/or templets and/or stops and/or dimples and/or for the completion of the drilling of holes pre-drilled as above and/or reaming, using non-adjustable reamers, excluding radial drilling machine-size of drilled holes not to exceed 40 mm nominal diameter (n.e.s.).
2. Repetition operation of or attending semi-automatic machine where the work cycle is power driven and the end point is controlled by automatically operating stops and the mass of the article loaded does not

   exceed a mass limitation of 12kg (excluding setting up), but including random checking by the use of fixed gauges.

   For the purposes of the above, 'semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools (excluding any machining during the advancement and/or retraction of the tools) before and after the power cycle takes over and stopping and unloading the machine.
3. Repetition operating of a facing and centreing machine where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, stopping and unloading the machine (excluding setting up).
4. Supervising employees employed on classes of work scheduled below Rate F (when so appointed).

RATE G

1. Application of anti-corrosive and/or anti-fouling and/or protective coatings.
2. Application of sound deadening materials.
3. Assisting Rate D employee in the loading of pre-manufactured components and/or subassemblies into jigs and/or underframes and/or shells and bolting up, excluding fitting and/or adjustment, but including deburring.
4. Attending fully-automatic machine, including random checking with fixed gauges.

   For the purposes of the above, 'fully-automatic machine' is a bar fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical arm fed) and the manual operations are limited to setting the machine in motion, feeding a new bar into the machine or loading the magazine, as the case may be, and stopping the machine.
5. Cold hand bending and/or forming to jigs and/or dies and/or stops.
6. Cutting lino to templates.
7. Dressing and/or deburring by hand and/or by grinding and/or by portable power tools.
8. Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies (other than press-brake) (excluding the setting of the dies).
9. Huck type fastening.
10. Metal buffing and/or polishing.
11. Metal cleaning by degreasing and/or pickling.
12. Operating drop hammer (drop hammer driving).
13. Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templets.
14. Operating arc spot and/or butt and/or flash and/or projection and/or resistance and/or seam and/or spot welding machine.
15. Operating power hammer (hammer driving) under instruction of a Rate A to D employee.
16. Operating power saw for repetitive cutting off to stops and/or length gauges and/or fixed graduated scales (other than the setting of stops and other than in tool room) (excluding cold sawing).
17. Operating tumbling barrel.
18. Reaming, using non-adjustable reamers.

This gazette is also available free online at **www.gpwonline.co.za**

19. Repetition cutting and/or cropping of bars and/or billets to stops and/or length gauges and/or repetition cutting and/or cropping of scrap.
20. Repetition drilling and/or countersinking to fixtures and/or gauges and/or jigs and/or stops and/or templets, excluding radial drilling machine.
21. Repetition drop forging and/or stamping, using pre-set dies (excluding setting up and/or swaging).
22. Repetition forging under power hammer, using pre-set dies, excluding hand manipulation.
23. Repetition frazing and/or pointing machine work.
24. Repetition blanking and/or piercing by press, using guides and/or jigs and/or stops and/or dies (excluding press-brake).
25. Repetition machine swaging, using dies, excluding power hammer.
26. Repetition operating nibbling machine and/or nibbling shears to jigs and/or templets of material not exceeding 4 mm in thickness.
27. Repetition operation of and/or attending special-purpose machine, including the use of fixed gauges, where the manual operations are limited to loading, setting the machine in motion, stopping and unloading the machine, but excluding setting up.
28. Repetition roller bending and/or forming of material not exceeding 4 mm in thickness.
29. Repetition threading and/or tapping by machine.
30. Re-threading and/or re-tapping.
31. Rough straightening and/or rough flattening of material, excluding the use of rules and straight edges and excluding structural metal-work.
32. Sand and/or shot and/or hydro and/or grit blasting.
33. Screwing machine operating, excluding setting up.
34. Spraying of enamel and/or paint.
35. Straightening and/or flattening of gussets and/or cleats.
36. Striking by hand hammer under instruction of Rate A to D employee.
37. Stripping and/or punching forgings and/or stampings using pre-set dies.

RATE H

1. Affixing slings under supervision of a Rate A to D employee.
2. Baling and/or cutting of scrap other than in workshop.
3. Dipping in enamel and/or lacquer and/or paint.
4. Holding up and/or backing up for riveting.
5. Lagging of pipes and/or securing of lagging by clips.
6. Repetition deburring and/or fettling by hand and/or machine.
7. Rivet heating.
8. Stamping and/or affixing metal labels and/or nameplates.
9. Furnace loading and/or unloading and/or stoking and/or quenching.
10. General labouring.
11. Oiling and/or greasing.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/29

ELECTRICAL ENGINEERING (N.E.S.) DIVISION

Applicable to the Electrical Engineering Industry other than activities elsewhere specified in this Agreement.

For the purposes of this Division—

(a) the Electrical Engineering Industry means the industry concerned with the manufacture, including remanufacture, and/or assembly from component parts, of electrical equipment in the Republic of South Africa, namely, generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment, utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electric appliances, and shall further include the manufacture of component parts of the aforementioned equipment;

'Remanufacture' means the correction of faults in items of equipment in a manufacturing establishment prior to sale and which items are returned to the production line, and/or the correction of faults in items of equipment returned to the original manufacturing establishment by the purchaser whilst under a guarantee;

(b) a pictorial drawing is a drawing which is not a wiring, a schematic, or a circuit diagram, and has not been altered by the use of pictorial symbols, but is a diagram which shows only outlines of components and where the circuit connections from component to component are contained, in either a wiring schedule or physically shown in a pictorial drawing;

(c) in the subsequent schedules, the headings of the different groups of products concerned shall be construed as provided solely for ease of reference, and any operation in any group may be used by any undertaking in the Electrical Engineering Industry.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/29 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

Section (a): Transformers

RATE AA

1. All operations (n.e.s.) in the assembling of transformers other than yoke above 1 000 kVA, including wiring to predetermined points on or attached to the transformer (excluding fitting adjustments).
2. Repetition marking and/or guillotine shearing of material for manufacture of transformer end clamps and/or frames, including assembling and welding.
3. Winding continuous disc windings with two or more strip conductors in parallel, including loading and unloading by the same employee of self-locating mandrels and/or formers.

RATE B

1. Winding helical windings with one or more conductors in parallel, including loading and unloading by the same employee of self-locating mandrels and/or formers.

RATE C

1. Connecting and/or sweating of leads and/or ends of transformers above 500 kVA (n.e.s.).

RATE D

1. All operations (n.e.s.) in the assembling of transformers, other than yoke, above 500 kVA up to and including 1 000 kVA.
2. Marking out insulation material for transformers from drawings and/or schedules under instruction of a Rate A to C employee.

This gazette is also available free online at www.gpwonline.co.za

RATE DD

1. Winding disc windings wound with single strip conductor, including loading and unloading by the same employee of self-locating mandrels and/or formers.
2. Routine turns testing of transformer coils.
3. Winding spiral windings with one or more conductors in parallel, including loading and unloading by the same employee of self-locating mandrels and/or formers.

RATE DDD

1. Taping and/or wrapping of transformer leads and/or coils and/or conductors and/or tubes by hand for transformers above 500 kVA (n.e.s.).

RATE E

1. All operations (n.e.s.) in the assembling of transformers, other than yoke, up to and including 500 kVA.
2. Connecting and/or sweating of leads and/or ends of transformers up to and including 500 kVA.

RATE F

1. Taping of leads on transformers up to and including 500 kVA.
2. Winding of windings with round or strip conductors on bobbins and/or reels, where the length of the coil does not exceed 200 mm, including the changing of bobbins and/or reels by the same employee.

RATE G

1. Assembling of yokes.
2. Checking core stacks, using pre-set gauges.
3. Mounting of covers and/or accessories (self-locating parts) and/or terminals and/or pipe work, including straightening of studs where necessary and the use of jointing material.
4. Removing top yoke prior to assembling of coils under instruction of a Rate A to D employee.
5. Stacking and/or banding and/or securing of laminations and the positioning of clamps, including the use of fixed gauges.
6. Stripping of windings for the purpose of remanufacture only.

Section (b): Motors

RATE A

1. Armature winding (n.e.s.).
2. Balancing work (n.e.s.).

RATE AA

1. Repetition balance work requiring the addition of mass (including by welding) where this necessitates drilling and/or tapping into the work piece and/or balance piece and where adjustments to the mass of the balance piece could be required.

RATE C

1. All operations (except preparation prior to winding, taping and banding and compound filling) in the winding of armatures, using preformed coils on machines rated in excess of 25 kW.
2. All operations, except taping and banding in the winding of stators in excess of 500 kW and/or rotors of machines rated in excess of 500 kW.
3. Final machining of slip rings on completed rotors (by means of special-purpose machine).

This gazette is also available free online at **www.gpwonline.co.za**

RATE D

i. All operations in the assembling (excluding sub-assembly, motor fielding and fitting) of motors and Generators having a rotating core diameter exceeding 500mm.

2. Banding of rotors and/or armatures.
3. Commutator undercutting (n.e.s.).
4. Field coil winding, using bare strip.
5. Repetition checking by routine testing of motors, motor coils and windings limited to the following operations (under direct supervision of a Rate A employee): Checking phase resistance and balance, flash testing at up to 2 kV, checking of speed and direction of rotation, checking of no-load and load power consumption and of torque (n.e.s.).
6. Routine mechanical coupling up with standard equipment of machines up to and including 260 kW on test beds (n.e.s.).

RATE DD

1. All operations (including connecting) in the winding of armatures, using preformed coils up to and including machines rated at 25 kW: After 12 months experience: At Rate D rate of pay.
2. All operations (n.e.s.) (including connecting and taping) in the winding of stators up to and including 500 kW and/or rotors up to and including machines rated at 500 kW:

   First two months of experience on this work at 90 per cent of the Rate

   Thereafter: Rate DD
3. Hard soldering of leads and/or connections on wire-wound stators and/or rotors.
4. Repetition balancing work requiring the addition of balance mass pieces, where the fixing of these balance pieces requires holes to be drilled, and where the masses of the balance pieces are predetermined.

RATE DDD

1. Field coil winding, using insulated conductors.
2. Forming and/or bending of stator and/or armature and/or rotor coils by hand.
3. Inserting of preformed coils and insulation into slots and taping of preformed coils above 4 kW up to and including 20 kW.
4. Repetition checking of motors assembled and rated to run only at up to 1,5 kW limited to the following operations (under the direct supervision of a Rate A employee): Checking phase resistance and balance, flash testing at up to 2 kV, checking of speed and direction of rotation, checking of no-load power consumption and of torque.
5. Routine flash testing of motor windings up to 60 kW with flash testing unit, preset by Rate A to D employee up to 2 000 V.
6. Taping and/or wrapping of rotor and/or stator and/or armature coils and/or field coils and/or conductors and/or lead anchoring staples in frames by hand (n.e.s.).

RATE F

1. Checking by routine testing of motor coils and/or windings, on machines rated at up to and including 1,5 kW, where the operations are confined to connecting up to test apparatus and where the operating is limited solely to accept or reject by means of indicators.
2. Inserting of preformed coils and insulation into slots and taping of preformed coils up to and including 4 kW.
3. Repetition balancing work requiring the addition of balance mass pieces to preformed nipples, grooves, studs, holes, etc. or by the removal of specially provided fins or nipples by cutting.

This gazette is also available free online at **www.gpwonline.co.za**

RATE G

1. All operations in the assembling (excluding fitting adjustments) of motors and generators having a rotating core diameter not exceeding 500 mm.
2. Banding of rotors and/or armatures with resin coated tape on machines rated at up to 1,5 kW.
3. Bedding brushes in jigs to obtain profile.
4. Broaching by press of rotor cores and brush holder boxes (excluding setting up).
5. Checking core stacks, using pre-set gauges.
6. Commutator undercutting by automatic machine (excluding setting).
7. Filing by hand of coil bars for rotors to go and no-go gauges.
8. Filing by hand of coil slots in rotors and/or stators and/or armatures to go and no-go gauges.
9. Inserting bars in squirrel-cage rotors.
10. Motor fielding – the sub-assembling of pole pieces and/or washers and/or coils and/or the connecting of coil leads in a magnet frame.
11. Packing and/or ironing on of insulating material on to the armature to form a seat for the armature coils.
12. Reinforcing of armature coil evolutes by extra taping.
13. Routine mechanical coupling up with standard equipment of machines up to and including 265 kW on test beds where no alignment is required.
14. Stacking and/or banding and/or securing laminations and the positioning of clamps, including the use of fixed gauges.
15. Stator and/or rotor and/or armature coil forming by hand, using formers or by power-driven machine (excluding setting of trips).
16. Stripping of windings for the purpose of remanufacture only.
17. Swaging of special purpose rivets on pole pieces.
18. Taping and/or wrapping of stator and/or rotor and/or armature coils and/or field coils and/or conductors and/or tubes by machine where the machine is pre-set by a Rate AA to D employee.
19. Winding and/or pulling of stator and/or rotor loops by hand and/or by power-driven machines (excluding setting up).

RATE H

1. Deburring and/or dressing laminations by hand and/or machine (including use of files-stators and/or rotors).
2. Waxing coils to ease insertion into slots.

Section (c): Switchgear and accessories

RATE A

1. Electrical fitting, including wiring of switchgear panels and/or switchboards (n.e.s.).

RATE AA

1. Calibrating and/or adjusting electrical measuring devices, excluding the rectification of functional defects of the measuring devices.

RATE D

1. Marking out insulation material for switchgear from drawings and/or schedules under instruction of Rate A to C employee.
2. Wrapping of high-voltage paper bushings (foiled synthetic bonded) by machine.

This gazette is also available free online at **www.gpwonline.co.za**

RATE DD

1. Connecting of coil and contact leads to predetermined points and/or pictorial drawings of meters and/or relays and/or instruments.
2. Repetition wiring where the course of the wires is marked by cleats and/or lines and/or saddles and/or wiring channels and/or fixtures and/or pictorial drawings:
   After 12 months' experience: At Rate D rate of pay.
3. Repetition preparation of wiring harnesses on peg boards, or fixtures determining the route of the wire and/or to samples and/or pictorial drawings where no wiring diagram is used under Rate A or AA supervision.

RATE DDD

1. Marking of meter and/or instrument dials using stencils.
2. Scaling of meters and/or electrical measuring instruments to pre-printed schedules.

RATE E

1. Connecting of meters, relays and instruments to pictorial drawings and/or predetermined points for testing.
2. Repetition testing of meters and/or relays and/or electrical measuring instruments, excluding adjustments.

RATE F

1. Winding of secondary coils for current transformers.

RATE G

1. Assembling of fuse cartridges not exceeding 660 volts and 1 200 amps.
2. Dishing of meter and/or instrument dials in a pre-set fly press.
3. Mechanical switchgear testing where no current is applied (excluding adjustments).
3. Packing with plastic compound of connections and/or joints and/or conductors, including taping by hand (after inspection of the joints by a Rate A employee).
5. Primary winding of current transformers, including insulating.
6. Repetition marking of fuse caps by machine.
7. Repetition testing and inspecting of fuse cartridges by means of an ohmmeter and/or fixed gauges.
8. Taping by hand of current transformer cores.

Section (d): Field work

RATE AA

1. Assembling and/or erecting overhead power lines in field or on site (linesmen).
2. *Intercommunication telephone installing (excluding electronic equipment).

*First six months of experience	Rate B
Thereafter	Rate AA

Section (e): General electrical

RATE A

1. Electrical fitting (n.e.s.).

RATE AA

1. High-potential testing when performed by persons normally engaged in operative processes.

RATE C

1. Setting of trips and/or stops on coil forming machine.

RATE D

1. Changing of self-locating mandrels and/or formers on coil-winding machines.

This gazette is also available free online at www.gpwonline.co.za

RATE DDD

1. Repetition wiring to pictorial drawings and/or specimens prepared by a Rate A employee.
2. Routine continuity testing and flash testing up to 2 kV.

RATE E

1. Soft soldering by hand.

RATE F

1. Repetition electrical checking of LV switches and/or LV circuit-breakers and/or electrical accessories where minor adjustments to indicators and/or fixed gauges are permitted and rejected articles are returned for remanufacture.

RATE G

1. Binding of coils.
2. Connecting preformed and/or prepared wires to predetermined points and/or connections.
3. Forming grooves in ceramic paste and/or covering by dies to jigs.
4. Forming insulations by machine.
5. Forming of mica insulation plates and/or mica sheets.
6. Making connector clips by hand in jigs.
7. Making up of connecting strips.
8. Manual straightening of conductors.
9. Operating wire covering machines.
10. Preparation and mixing of cements and/or pastes and/or ceramic constituents and the application thereof to components.
11. Pressing winding insulation into moulds including preparatory wrapping.
12. Repetition continuity testing of LV switches and/or LV circuit-breakers and/or earth leakage protection units where the operation is confined solely to acceptance or rejection.
13. Repetition crimping of terminals and/or stripping wires and/or cables on copper cables up to 13 mm and aluminium cables up to 25 mm diameter.
14. Repetition cutting and/or preforming sets of wires to jigs and/or fixtures and/or templets and/or length gauges.
15. Spraying of insulating medium.
16. Winding of coils on formers and/or spools not exceeding 150 mm in length and with wire not exceeding 20 mm^2 by machine, including loading and unloading by the same employee of self-locating mandrels and/or formers.

RATE H

1. Attending varnishing machine.
2. Attending resin casting machine.
3. Binding of two or more pieces of insulation together using tape.
4. Cementing of porcelain.
5. Cleaning and/or tinning conductors.
6. Compound filling.
7. Dipping and/or impregnating insulating medium.
8. Minding wire drawing machine.
9. Stripping of moulds from resin casting.

This gazette is also available free online at **www.gpwonline.co.za**

Section (f): General mechanical

RATE A

1. *Marking out

   ***'Marking out'** means the marking out with measuring instruments of the centres and working lines of articles and/or material.

RATE AA

1. Operating press-brake (including setting up) (n.e.s.).
2. *Marking out of sheetmetal not exceeding 4 mm thickness.

*For the purposes of the above 'marking out' means the marking out with measuring instruments of centres and working lines on material preparatory to processing.

RATE B

1. Wire drawing, including supervisory work, and setting up of wire drawing machine (n.e.s.).

RATE D

1. Brazing of leads and/or located parts.
2. Changing of self-locating dies on die-casting machines.
3. Changing of self-locating dies on manually-operated presses.
4. Cutting and/or cropping and/or shearing and/or punching to jigs and/or length gauges and/or stops and/or templets, excluding oxyacetylene cutting (n.e.s.).
5. Drilling and/or reaming and/or tapping and/or spotfacing on radial drilling machine to jigs and/or fixtures and/or marks and/or pops (nes), including sharpening of drills.
6. Machining on repetition work by means of fixtures and/or jigs and/or stops (excluding requirement of stops for parting off) where the work cycle is manually operated (excluding setting up but including checking with fixed gauges) (including the replacing and/or repositioning of throwaway tips only on throwaway tipped tooling – excluding machine toolsetting up and/or tool-setting and/or adjusting).
7. *Marking off material (n.e.s.).

   ***'Marking off'** means marking off material to given lengths for cutting off purposes only, using only length gauges and/or rule and/or tape measure and marking material.
8. Operating turret punching machine to stops and/or templets (n.e.s.) (including setting).
9. Preliminary welding for positioning only of jobs prior to welding, riveting or bolting up (runs of not more than 40 mm in length).
10. Repetition operating power-driven press-brake to stops and/or jigs, excluding setting up.
11. Repetition drill sharpening by machine (other than in toolroom).
12. Setting of stops on guillotine for cutting insulation only.
13. Setting of stops on manually-operated guillotine.
14. Setting of stops on tube and/or pipe bending machine.

RATE DD

1. Operating press-brake (n.e.s.) to stops and/or jigs and/or length gauges involving the use of sheetmetal not exceeding 4 mm thickness, excluding setting up.

RATE DDD

1. Repetition checking of parts and/or components and/or sub-assemblies by means of comparators and/or samples (n.e.s.).
2. Repetition drilling and/or tapping on radial drill to jigs with drills not exceeding 40 mm diameter, excluding setting up.

This gazette is also available free online at **www.gpwonline.co.za**

RATE E

1. Repetition operation of and/or attending machines adapted for semi-automatic operations (including programme controlled copying lathes) where the work cycle is power-driven and the end point is controlled by automatically operating stops, so that manual operations are limited to loading, setting the machine in motion, advancing or retracting the tools (excluding any machining during the advancement and/or retraction of the tools) before and after the power-driven cycle takes over, stopping the machine and unloading (excluding setting up).
2. Rough grinding to marks.
3. Repetition assembling of self-locating pre-manufactured parts to samples and/or pictorial sketches, where no fitting or adjustment is required.

RATE F

1. Operating power-driven guillotine to stops, involving the use of sheetmetal not exceeding 4 mm thickness, excluding setting up.
2. Repetition batch checking of parts and/or components and/or subassemblies by means of fixed gauges and/or checking fixtures.
3. Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up).

   'Semi-automatic machine' is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools (excluding any machining during the advancement and/or retraction of the tools) before and after the power cycle takes over and stopping and unloading the machine.
4. Repetition production machining of bar and/or tube on capstan lathes to stops, where the work piece is held by devices not necessitating any centralising or trueing (excluding setting up). (This operation is limited to a machine not exceeding a 52 mm nominal bore diameter.)

RATE G

1. Assembling in jigs and/or fixtures of self-locating parts, pre-manufactured and taken from stock, where no fitting or adjustment, or reference is required to sketches and/or drawings, but including deburring.
2. Affixing slings under supervision of Rate A to D employee.
3. Attending die-casting machine.
4. Bending to stops of pipes and/or tubes in manually and/or power-operated tube and/or pipe bending machine.
5. Cutting of non-metallic gaskets by hand.
6. Cutting up insulating material to stops and/or templets by guillotine.
7. Hand tapping not exceeding 12 mm diameter (excluding machine shop work).
8. Hydraulic testing and/or testing by air (excluding setting up of testing equipment).
9. Operating press-brake to stops and/or jigs and/or length gauges where the stroke is not controlled, involving the use of sheetmetal not exceeding 4 mm thickness, excluding setting up.
10. Operating single-purpose machine other than machine tools.
11. Repetition drilling to dimples and/or jigs and/or fixtures and/or stops (excluding radial drill), including counter-sinking and/or reaming by non-adjustable reamers.
12. Repetition drilling to pops (excluding structural metal work and radial drilling machine).
13. Repetition machine punching to jigs and/or stops, including the positioning of self-locating stops and/or gauges.
14. Repetition marking to jigs and/or length gauges and/or templets.

This gazette is also available free online at **www.gpwonline.co.za**

RATE H

1. Applying transfers.
2. Attending oven.
3. Baling and cutting of scrap.
4. Flow coat painting.
5. Packing of manufactured articles for despatch and/or sale.

DIVISION D/30

BRIGHT BAR MANUFACTURING DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/30 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE F

1. Feeding centreless grinding machines including gauging by snap gauges, fixed gauges and/or comparator gauges, including running compensating adjustments under supervision of a Rate C employee, but excluding setting up or machine tool setting.
2. Operating centreless bar peeling machine including running compensating adjustments under supervision of a Rate C employee, and the removal, cleaning and replacing of positively located pre-set tools on the employee's own type of machine only, including the use of gauges, but excluding setting up and/or machine tool setting.
3. Operating and/or feeding a combined coil drawing and/or straightening, cropping and polishing machine including the removal, cleaning and replacing of positively located pre-set dies, and including running compensating adjustments on the employee's own type of machine only, including the use of gauges, under the instruction of a Rate C employee, but excluding setting up and/or machine tool setting.

RATE G

1. Operating cold straight-line draw bench, including the removing, cleaning and replacement of positively located pre-set dies and/or grips.
2. Operating round bar and/or section straightening machine.

RATE H

1. Metal cleaning and lubrication by acid and/or by pickling and/or by rinsing and dipping in coating bath.
2. General labouring.

DIVISION D/31

FORGING DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/31 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

The following operations in the forging of products through the process of open and closed die forging:

RATE A

1. Blacksmithing (n.e.s.).

RATE C

1. Descaling and/or removal of scores from dies, excluding polishing.

RATE G

1. Removing and/or replacement of dies, excluding setting up or lining up.

This gazette is also available free online at **www.gpwonline.co.za**

RATE H

1. Furnace operating, including loading and/or unloading.

Section (a): Closed-Die Forging (Closed-Impression Forging)

RATE C

1. Operating drop-forging machine with closed dies, including the setting of dies and/or fixtures and/or stops and/or jigs and/or guides (n.e.s.).
2. Operating electric upsetting machine, including the setting of dies and/or stops and/or guides (n.e.s.).
3. Operating extrusion press, including the setting of dies and/or stops and/or guides (n.e.s.).
4. Operating mechanical upsetting machine, including the setting of dies and/or stops and/or guides (n.e.s.).
5. Operating forging press using pre-set dies, including the setting up of the machine and dies (n.e.s.)
6. Repetition rolling in forging rolls using segmental rolls, including setting up of the machine and/or rolls (n.e.s.).
7. Stripping and/or punching of forgings, including setting up the machines and dies.

RATE G

1. Operating drop forging machines with closed dies, excluding setting up of the machines but including, under supervision of a Rate C employee, the securing of dies when necessitated by the operating process.
2. Operating electric upsetting machine, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, running adjustments necessitated by the manufacturing process.
3. Operating extrusion press, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, the securing of dies when necessitated by the manufacturing process.
4. Operating mechanical upsetting machine, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, running adjustments when necessitated by the manufacturing process.
5. Operating forging press using pre-set dies, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, running adjustments when necessitated by the manufacturing process.
6. Stripping and/or punching of forgings, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, height adjustments when necessitated by the manufacturing process.
7. Repetition rolling in forging rolls using segmental forging rolls, excluding setting up of the machine or rolls.

Section (b)1: Open-Die Forging on Hammers

RATE D

1. Repetition hammer forging, including manipulation on hammers specifically set up for mass-produced forged articles.

RATE DD

1. Manipulator driving in conjunction with blacksmithing work on hammer.

RATE G

1. Hammer driving.

Section (b)2: Open-Die Press Forging

RATE DD

1. Manipulator driving in conjunction with blacksmithing work on hammer.

RATE G

1. Press operating.

This gazette is also available free online at **www.gpwonline.co.za**

DIVISION D/32

RADIO, TELEVISION AND RELATED EQUIPMENT MANUFACTURING DIVISION

Applicable to—

(a) the manufacture and/or assembly of domestic (i.e. car, or home, or portable) radio and/or tape recorder or gramophone equipment, including loudspeakers, together with components and/or audio equipment made solely for use in and with such equipment made by the manufacturer of that equipment;

(b) the manufacture and/or assembly of television sets and/or monitors (excluding monitors that are primarily intended for use in accounting and/or business procedures) and/or video recorders and/or decoders, together with all components and/or equipment made for use in and with such equipment made by the manufacturer of that equipment.

Note: Notwithstanding the provisions of Part I, clause 20(4), of this Agreement, employees who are in possession of documentary proof that they have three or more years' practical and theoretical experience in the radio and/or television mechanician field and/or similar such artisan activity shall, for the purposes of both this Division and television repair and servicing under Schedule G hereof, be entitled to apply for and obtain a certificate of recognition of artisan status from the Council as provided for under clause 20(4): Provided that should an employee be unable to support the application with documentary proof of practical and theoretical experience satisfactory to the Council, the employee shall be entitled to request an ATRAMI test by an establishment nominated by the Council. Upon successful completion of the test, the employee shall be issued with the certificate of recognition as provided for in clause 20(4).

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/32 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

RATE A

1. Electrician's work.
2. Radiotrician's work.
3. Radio and television mechanician's and/or artisan's work.

RATE AA

1. Direct supervision of Rate B or lower-rated employees.
2. Location of electrical faults by predetermined symptom analysis, including repair of such faults by soldering or replacement of faulty components.

RATE B

1. Direct supervision of Rate C or lower-rated employees.

RATE C

1. Relief operating for Rates D to DDD employees.

RATE D

1. Final testing, electrical testing and mechanical alignment of circuits within predetermined limits, including immediate rectification of obvious faults.

RATE DD

1. Rectification and repair of major mechanical faults and defects on products.

RATE DDD

1. Operating all types of production machines, including adjustments and attachment of self-locating dies.
2. Electrical testing, including the use of jigs and instruments, of circuits to predetermined limits, but excluding repair work.

This gazette is also available free online at **www.gpwonline.co.za**

3. Relief operating for Rates E to H employees.
4. Operating soldering machines, including checking of solder temperature and maintaining solder-bath levels.

RATE E

1. Visual examination of products, including touching up of joints, cropping of leads, replacement of incorrect or damaged components and the rectification of minor mechanical defects.
2. Assembling and/or fixing and/or wiring in of components and/or wiring (using prepared wires) to set instructions and/or figures and/or model and/or sample, including soldering by hand.

RATE F

1. Operating all types of production machines, excluding setting and attachment of self-locating dies.
2. Functional checking of pre-tested components and assemblies.
3. Mounting and/or connecting of chassis and/or sub-assemblies and/or components and/or fitments into cabinets or chassis.
4. Inserting components into prepared printed circuit boards to set instructions and/or sample, including trimming of leads, but excluding soldering.
5. Operating a semi-automatic transfer printing machine, including the preparation and mixing of printing ink.

RATE G

1. Laying and binding of cable harnesses, including fitting terminations into housing and/or tinning by dipping.
2. Coding and/or silk screening to samples and/or instructions and/or pictorial sketches and/or photographs.

RATE H

1. Repetitive spray-painting or screening.
2. Product cleaning and packing.
3. General labouring.

DIVISION D/33

METAL CONTAINER MANUFACTURING

The following operations in the manufacture and/or assembly of commercial plain and /or lithographed metal containers and/or metal container parts from sheet metal of a gauge not exceeding 2,108mm excluding all managerial positions (for example, shift foremen, shift managers, line leaders, controllers and all other salaried staff) ***and further excluding the manufacture of such containers and/or parts and/or components by any person for the packaging of his own products and/or goods and/or merchandise.***

RATE A

1. Can making.
2. End making.
3. Lithography (metal decorating).
4. Die and/or jig and/or tool and/or gauge making and/or repairing.
5. Electrical maintenance and/or installations and/or repair work.
6. Fitting and Turning.
7. Fitting (including machining) in the mechanical maintenance of machinery and/or equipment.
8. Machine tool setting up and/or tool setting.
9. Mechanical fitting including running adjustments and maintenance in the operation of in-line bottle crown closure manufacturing lining machines.
10. Millwrighting (electromechanical).

This gazette is also available free online at **www.gpwonline.co.za**

11. Carpentry and/or joinery (excluding the preparation of packaging and rough crating).
12. Universal milling and/or universal grinding and/or universal machining.
13. Electronics mechanicians work.
14. Grinding in the maintenance and/or repair and/or restoration and/or refurbishing of used dies.

RATE AA (n.e.s.)

1. Buffing and/or polishing of used drawing dies to establish possible re-sizing potential only (excluding any machining) including receiving of re-sized dies, checking, measuring, gauging, recording and storing.

RATE B

1. Operating and/or attending de-ionizing baths and/or affluent plants including adding and/or regulating deposition of additives, drawing and laboratory testing of samples and recording and advising results and completing documentation.
2. Sectional supervisor of lower rated employees.

RATE C

1. Tabulator and/or venting and/or peaking and/or high metal exposure testing of products including sleeve counting on pre-calibrated special purpose machines and/or equipment including recording and documenting data.
2. Inspection and/or testing of products during the production process including checking with adjustable measuring instruments and recording of data.
3. Setting up of production machinery and/or equipment (excluding machine tool setting up and/or tool setting).
4. Operating and/or attending a varnish and/or lacquer roller coat drying machine / oven including removing and/or replacing and/or adjusting and/or setting of rollers and regulating rate of flow including recording data.
5. Setting (n.e.s.) excluding machine tool setting up and/or tool setting of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.

RATE D

1. Automatic welding where the welding head is automatically fed and the speed of the weld automatically controlled.
2. Press operating (n.e.s.) excluding setting.
3. Tool grinding in jigs.

RATE DD

1. Positioning and/or bolting down of die sets in pre-located positive guides on presses of capacity up to 50 tons prior to setting by a Rate C setter.
2. Repetition operation of a semi-automatic plate edge grinding machine where the operator is not required to grind to marks and/or sizes (excluding setting up).
3. Welding and/or brazing to fixtures or parts so located as to obviate the need for a fixture (weld length not to exceed 55mm and material thickness not to exceed 1,208mm).
4. Repetition operation and/or attending a semi-automatic special purpose scrap sorting palletizing machine where the manual operations are limited to loading, starting, attending, visual checking and manual removal of defective products, positioning of layer pads, strapping, scanning, affixing labels, lowering production and completing documentation.

RATE DDD

1. Operating and/or feeding and/or off loading of material from fixed air and/or hydraulically operated stacking units preparatory to and/or after varnish and/or lacquer coating.

RATE E

1. Palletizer (works under supervision). Operates material handling equipment to move finished products from production machines. Checks carton quantities and seals cartons. Stacks cartons on pallets. Operates stretch-film wrapping machine *and/or strapping finished products by special purpose pre-set strapping machine* (excluding setting up).
2. Operating stretch-film wrapping machine.
3. Requisitioning, receiving, recording and positioning of materials, consumables, parts and/or components at work stations including completing documentation.

This gazette is also available free online at **www.gpwonline.co.za**

RATE F

1. Spoilage recorder including completion of documentation.
2. Drop testing of finished products under supervision of a Rate AA to D employee.
3. On-Line process inspection using pre-calibrated fixed non-adjustable go and/or no go gauges.
4. Operating power driven guillotine to stops (excluding setting up).
5. Mixing of ink to specified programmes and checking of stock.
6. Silk screening.

RATE G

1. Repetition operation and/or attending of a pre-set fully automatic magazine fed bottle crown closure machine where the manual operations are limited to switching on the machine, pre-heating, starting and stopping the machine.
2. Assembling of pre-manufactured components from stock requiring no fitting and/or adjusting but including deburring.
3. Beading and/or seaming and/or grooving and/or trimming and/or curling and/or wiring and/or dishing and/or flanging and/or locking double side top and bottom.
4. Carton maker (works under supervision) including visual checks on carton quality.
5. Leak testing of finished products other than by pressure testing.
6. Loading of rolled sheet coils onto uncoiler or de-reeler and setting release lever under supervision of a Rate A to D employee.
7. Operating pre-curling sealant dispensing machine where the manual operations are limited to starting, loading and stopping the machine (excluding setting up).
8. Repetition application of flow-in gasket insulating material by machine.
9. Repetition bending and/or forming and/or expanding by machine to jigs and/or dies and/or stops and/or length gauges (excluding press-brake and excluding setting up).
10. Repetition blanking and/or piercing by press using guides and/or jigs and/or stops and/or dies (excluding press-brake).
11. Repetition butt and/or spot and/or flash and/or seam and/or projection and/or resistance and/or percussion welding by machine.
12. Repetition corrugating of bodies to dies (excluding setting of dies).
13. Repetition cutting and/or slitting and/or shearing to stops and/or jigs and/or length gauges and/or fixtures and/or marks (excluding power driven guillotines and excluding setting up).
14. Repetition machine punching and/or slotting and/or notching and/or embossing and/or necking and/or quad-necking and/or drawing to dies and/or jigs and/or guides and/or stops (excluding press-brake).
15. Repetition roller bending and/or roller forming and/or re-rolling.
16. Repetition swaging to pre-set dies.
17. Touching up with paint and/or prime coating.
18. Visual inspection of parts and/or components on line in process.
19. Mass measuring of raw material to pre-determined limits.
20. Operating box stapling machine.
21. Assisting in removing and/or replacing of dies and/or press tools (excluding setting up) under instruction of a Rate C setter.
22. Repetition hydraulic testing and/or testing by air (excluding setting up of testing equipment).
23. Repetition operation and/or attending a special purpose strapping machine where the manual operations are limited to loading, setting machine in motion, stopping and/or unloading the machine.
24. Connecting of pipes and/or hoses, selecting valve positions and pumping of compound into holding tanks.

RATE H

1. Dressing and/or deburring by hand and/or by grinding and/or by portable power tools.
2. Operating bundle turning machine where the manual operations are limited to starting and stopping the machine.
3. Packing and/or hand wrapping and/or hand strapping and/or hand stapling and placing of finished goods onto pallets for dispatch.
4. Preparing and/or stamping and/or affixing of product labels and/or nameplates.
5. Spraying of enamel and/or paint.

This gazette is also available free online at **www.gpwonline.co.za**

6. Application of anti-corrosive and/or anti-fouling and/or protective coatings.
7. Oiling and/or greasing.
8. General labouring.
9. Scrap collecting, binning and removal by hand drawn trolley jacks.
10. Cleaning of used printers plates by hand using a solvent.
11. Metal cleaning by acid and/or by degreasing and/or by pickling and/or by rinsing and/or by fluxing.

VEHICLE DRIVING – EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING

RATE F
Forklift driving of power-operated forklift controlled from on board by the operator
RATE E
Driving of a load-carrying or hauling vehicle which requires a Code 08 light motor vehicle licence to be held by the driver.
RATE DD
Driving of load-carrying or hauling vehicle which requires a Code 10 heavy motor vehicle licence or a Code 11 extra-heavy motor vehicle licence to be held by the driver.
RATE C
Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver.
NOTES
1. The wages payable for vehicle driving and/or forklift driving are listed in clause 3(b) of Part II of the Agreement.
2. "Pay-load" means the nett Carrying capacity or nett load which a vehicle may carry or haul in terms of any Motor Carriers' Certificate or Certificate of Exemption issued in respect of such vehicle by a Local Road Transportation Board in terms of the Motor Carrier Transportation Act, 1930, including any trailer while attached thereto, or in the absence of such stipulation in any such certificate, the load specified in any certificate issued by the Council.

CRANES AND HOISTS

RATE B
Crane driving – power operated jib cranes and/or cab-operated overhead cranes (n.e.s.).
RATE D
1. Crane driving – floor operated power cranes powered in all three directions and controlled by one man so employed.
2. Crane driving (n.e.s.) power operated jib cranes and/or cab operated overhead cranes and/or floor operated cranes, powered in all three directions and controlled by one man so employed in stores and/or stockyard and/or fettling and/or service gantry and/or scrap yard areas.

For the purpose of the above, "stores and/or stockyards and/or fettling and/or service gantry and/or scrap yard areas" means such areas shall be exclusively used for such purposes and shall not include the performance of work and/or other activities extraneous to functions conducted in such areas.

Further, the duties of crane driving as specified in Rate D shall be confined to work within the areas as above specified. If the crane driving does not fall within the above provisions and/or if it extends beyond the areas abovementioned, the wage provisions relating to Rate B shall obtain and have preference.
RATE F
Crane driving – non slewing jib cranes.
RATE G
Crane operating (n.e.s.).

This gazette is also available free online at **www.gpwonline.co.za**

RATE G
Operating power-driven hoist fixed or moved by hand or power (not under supervision).

For the purpose of this sub clause, manually, mechanically or hydraulically operated loaders attached or fitted to a vehicle as defined above shall not be regarded as a crane or hoist.

STORES OPERATIONS

RATE AA
Inventory and/or stores control including supervision of Rate E employees in tool and/or stock and/or material stores directly linked to the shop floor and/or production process.

RATE E
Receiving, locating, preparing and issuing materials, tools and/or stock from requisition lists in tool and/or stock and/or material stores directly linked to the shop floor and/or production process (n.e.s.) including:

- Selection of stock
- Checking and recording of stock
- Operation of material handling equipment

RATE H
General labouring including packing, stocking, loading, unloading and cleaning duties in tool and/or stock and/or material stores directly linked to the shop floor and/or production process.

NOTES:

1. No person other than a journeyman or an apprentice may be employed on work classified at Rate A in the Agreement without the prior permission of the Council.
2. A committee comprising employers and trade union representatives from the Metal Container Sector will be appointed to:
   (a) Consider any interpretational issues or disputes arising from this technical schedule.
   (b) Make recommendations to the Metal and Engineering Industries Bargaining Council (M.E.I.B.C.) on any exemptions received from a Metal Container Manufacturing company.

This gazette is also available free online at **www.gpwonline.co.za**

SCHEDULE E/1

COACHING STOCK DIVISION

The following operations in the assembling and/or manufacturing and/or renovation and/or repair of Coaching Stock:

Work classified at Rate A not specified in this Division is subject to the general wage provisions of Schedule G.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN SCHEDULE E/1 ARE PRESCRIBED IN CLAUSE *3(a)* OF PART II OF THIS AGREEMENT

Section (a): Electrical work and related activities

RATE AA

1. Repetition making up of cable harnesses where the course of the wire is marked by cleats and/or lines and/or saddles and/or fixtures and where no wiring diagram is used.

RATE C

1. Repetition electrical assembly work, including connecting to terminal boards, but excluding connecting to control boxes under the supervision of a Rate A employee.

RATE DDD

1. Soft soldering and/or sweating.

RATE F

1. Repetition crimping of terminals and/or stripping ends of wires.
2. Repetition pulling through only of cables and/or wires to predetermined lengths.
3. Repetition tinning of earth straps connecting the frame of the bogey to the roller bearing housing pad and/or inter-connecting battery busbars and/or sweating of the battery lugs.
4. Tinning by hand.

RATE G

1. Repetition cutting and/or identification of wires to length gauges under the supervision of Rate D employee.

Section (b): Mechanical work and related activities

RATE A

1. *Coach plumbing.

   ***'Coach plumbing'** means work on coaches for all sanitary purposes and/or water services and/or domestic heating, washing or drinking purposes.
2. Panelbeating.
3. Rigging and/or splicing.

RATE AA

1. Assembly of motors and/or gear cases to bogies.
2. Functional mechanical testing and/or fault localising to schematic drawings and/or specifications and/or rectifications other than final testing.
3. *Machinist's work (n.e.s.) viz, shaping, slotting, planing, milling (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary machine tools, including vertical turret machine with built-in mono-slide turret and with a table diameter not exceeding 1 250 mm, but excluding centre lathes (with or without copying and/or profiling attachments), boring mills (vertical and horizontal type with or without copying and/or profiling attachments), die-sinking machines and universal machines.

This gazette is also available free online at **www.gpwonline.co.za**

*Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, callipers and the like.

4. Straightening of coach body side panels (free-hand work).

RATE B

1. Cold sawing where the sawyer marks direct from cutting list (structural metal-work).

ii. Drilling machine work (n.e.s.).

3. Supervisory work (n.e.s.), including marking off and/or making adjustments to the assembly of underframes, bogies and components of underframes and/or bogies (n.e.s.).

RATE C

1. Operating multi-head oxyacetylene cutting machines and/or flame planing and/or bevel cutting machines (including setting up).
2. Riveting and/or caulking (n.e.s.).
3. Roller bending other than repetition roller bending (n.e.s.).
4. Setting (n.e.s.) (excluding tool setting) of dies and/or fixtures and/or guides on production machines, including drilling machines, but excluding all other rotary and reciprocating machines.

RATE D

1. Arc and/or gas cutting (n.e.s.).
2. Assembly work, where the components and/or subassemblies are positively located, including adjustments, but excluding marking off of components and/or subassemblies to drawings and/or the use of precision measuring instruments.
3. Bending and/or forming to jigs and/or stops in press-brake and/or power folding machine.
4. Bending of conduits and/or pipes and/or tubes by pipe-bending machine to data sheets and/or sketches.
5. Drilling and/or counter-sinking, including drill sharpening (n.e.s.).
6. Drilling on radial drilling machine to jigs and/or fixtures and/or marks (n.e.s.).
7. Hand welding by mechanically fed electrodes.
8. *Marking off material (n.e.s.).

*'**Marking off**' means marking off material to given lengths for cutting off purposes, using only length gauges and/or rule and/or tape measure and marking material.

9. Operating automatic arc and/or gas and/or foil welding machine.
10. Operating power saw (n.e.s.), including marking off with rule and/or tape only and including setting of stops (n.e.s.).
11. Operating single head oxyacetylene profiling and/or straightline cutting machine to templets.
12. Preliminary shrinking and/or straightening of interior panels by hand tools.
13. Preliminary shrinking of body ends by hand tools.
14. Preliminary welding for positioning of jobs prior to welding and/or riveting and/or bolting up (runs of not more than 40 mm in length).
15. Press operating (n.e.s.), including the affixing and/or removal of dies where there is a positive location, but excluding setting up.
16. Repetition assembly of pre-prepared sets of pipes and/or tubes and/or conduits.
17. Repetition operation of templet copying punch machine.
18. Repetition roller bending and/or forming, involving the use of metal not exceeding 4 mm in thickness.

This gazette is also available free online at **www.gpwonline.co.za**

RATE DD

1. Operating mechanical bevelling machine.

RATE F

1. Attending automatic submerged arc and/or gas shielded wire and/or flux cored wire arc welding machine where the operator is confined to loading, starting, stopping and unloading the machine and the setting up of which is done by a Rate A or AA employee.
2. Repetition bending of conduits and/or pipes and/or tubes in manually operated machines to templets and/or stops (excluding setting of stops).
3. Repetition cutting and/or cropping of bars and/or billets to stops and/or length gauges and/or repetition cutting and/or cropping of scrap.
4. Supervising employees employed on classes of work scheduled below Rate F (when so appointed).

RATE G

1. Assisting a Rate D employee in the loading of pre-manufactured components and/or subassemblies into jigs and/or underframes and/or shells and bolting up, excluding fitting and/or adjustment but including deburring.
2. Fly and/or treadle and/or manual pressing and/or notching where the work is operated upon with pre-set dies (excluding setting of the dies) and/or to stops.
3. Hand bending and/or forming to jigs and/or stops.
4. Huck type fastening.
5. Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or templets.
6. Operating power saw for repetitive cutting off to stops and/or length gauges and/or graduated scales (other than the setting of stops and other than in toolroom).
7. Reaming, using non-adjustable reamers.
8. Repetition operating arc spot and/or butt and/or flash and/or projection and/or resistance and/or seam and/or spot and/or stud welding machine.
9. Repetition cutting of conduits and/or pipes and/or tubes to templets and/or fixtures and/or stops and/or length gauges.
10. Repetition drilling and/or counter-sinking to fixtures and/or gauges and/or jigs and/or stops and/or templets, excluding radial drill.
11. Repetition drilling of fixing holes – up to 16 mm holes – with portable drilling machines in connection with body sides and/or roofs and/or gutters and/or ends and/or underframes, using jigs and/or fixtures and/or templets.
12. Repetition threading and/or tapping by machine.
13. Re-threading and/or re-tapping.
14. Screwing machine operating, excluding setting up.
15. Shrinking of coach bodysides in a heating jig under supervision of a Rate A or AA employee.

RATE H

1. Affixing slings under supervision of a Rate A to D employee.
2. Holding up and/or backing up for riveting.
3. Lagging of pipes and/or securing of lagging by clips.
4. Repetition deburring and/or fettling by hand and/or by machine.
5. Stamping and/or affixing metal labels and/or name-plates.
6. Baling of scrap.
7. Boiler stoking and/or attending.

This gazette is also available free online at **www.gpwonline.co.za**

8. Descaling by chipping.
9. General labouring.
10. Rivet heating.

Section (c): Woodworking and related activities

RATE A

1. *Coach finishing.

   ***'Coach finishing'** means the fitting and/or machining and/or assembly of exterior and/or interior fittings and/or components and/or assemblies and/or woodmachining and/or carpentry work from drawings.

2. Positioning, identification and fixing of timber furrings.

RATE C

1. Repetition assembly of pre-prepared interior fittings and/or components and/or subassemblies, including adjustments under the supervision of a Rate A or AA employee, but excluding lining up and/or the use of precision measuring instruments.

RATE D

1. Assembly of washbasin and/or metal door on bench (excluding alteration and/or fitting).
2. Woodmachining including setting up and including the use of hand tools.

RATE F

1. Floor sanding.
2. Glueing for and laying of anti-squeak strip (including preparation of under-frame members by rough grinding and/or deburring).
3. Laying and/or marking to templets and/or drilling and/or countersinking for securing purposes of premanufactured machined floorboards under supervision of a Rate A to C employee.
4. Repetition marking to jigs and/or length gauges and/or templets for the drilling of mouldings.

RATE G

1. Cutting lino to templets.
2. Repetition drilling of mouldings to jigs and/or templets and/or stops and/or length gauges and/or marks on pedestal drill.
3. Repetition loading and/or unloading and/or starting and/or stopping of woodworking machines, excluding setting up.
4. Repetition sawing of mouldings to stops and/or templets and/or length gauges and/or marks.
5. Sandpapering of wooden parts by hand.

Section (d): Painting and related activities

RATE A

1. Painting and/or signwriting and/or polishing and/or staining and/or varnishing and/or veneering for finishing and decorating (n.e.s.).

RATE AA

1. Applying transfers.

RATE D

1. Application of last two coats of paint and/or enamel prior to the finishing coat (n.e.s.).

RATE F

1. Preliminary stopping of bodysides and/or ends.

This gazette is also available free online at **www.gpwonline.co.za**

RATE G

1. Application of anti-corrosive and/or anti-fouling and/or protective coatings (n.e.s.).
2. Application of prime and/or anticorrosive coatings.
3. Application of sealing compounds and/or adhesives.
4. Application of sound deadening materials.
5. Attending, cleaning and/or degreasing of acid and/or rinsing and/or fluxing baths under the supervision of a rate A to D employee.
6. Hot dip coating and/or galvanising, under supervision.
7. Oiling and/or greasing machinery.
8. Rough masking for priming only.
9. Sand and/or shot and/or hydro and/or grit blasting.
10. Spraying of enamel and/or paint to bogey and/or underframe and/or pre-manufactured components under supervision of a Rate A to D employee.
11. Stencil painting.
12. Wet rubbing.

RATE H

1. Dipping in enamel and/or lacquer and or paint.

DIVISION E/2

BURGLAR AND OTHER SIMILAR ALARM SYSTEMS DIVISION

The following operations in the installation and/or repair and/or servicing and/or manufacture of burglar and other similar alarm systems, viz:

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION E/2 ARE PRESCRIBED IN CLAUSE 3*(a)* OF PART II OF THIS AGREEMENT

Section (a): Manufacturing Section

RATE AA

1. Final testing.

RATE B

1. Supervisory work, including batch checking and/or grading.

RATE D

1. Repetition adjusting of cores and/or components and/or mechanically operated assemblies to pre-set limits by electrical measurements, including replacement of defective mechanically adjustable components identified by the test process.

RATE DD

1. Repetitive batch mechanical and/or electrical checking and/or adjusting of equipment and/or sub-units and/or components by comparison of fixed standards with predetermined limits by means of comparators and/or deviation meters and/or special purpose test gear, including replacement of defective components identified by the testing process, under supervision of a Rate AA employee.

RATE DDD

1. Wiring and/or assembling of alarm units and/or devices to instructions and/or running out lists and/or planning cards and/or pictorial sketches and/or samples and/or audio aids and/or photographs.

This gazette is also available free online at www.gpwonline.co.za

RATE F

1. Application of infra-red filter lacquer.
2. Laying and binding of cable forms from prepared running out lists on pre-prepared cable form boards.

RATE G

1. Affixing dust proof seals.
2. Application of anti-corrosive and/or protective coatings.
3. Assembling of pre-manufactured components from stock requiring no fitting or adjusting, but including deburring.
4. Dressing and deburring by hand and/or by grinding and/or by portable power tools.
5. Making of terminal boards by hand operated punch.
6. Manual and/or treadle pressing and/or notching and/or punching where the work is operated upon with dies and/or stops (excluding setting of dies).
7. Repetition cold bending and/or forming to jigs and/or length gauges and/or stops.
8. Repetition cutting to stops and/or templets and/or jigs and/or length gauges and/or fixtures and/or marks (excluding setting up).
9. Repetition drilling to fixtures and/or jigs and/or stops and/or templets.

Section (b): Installation Work

RATE A1

1. Final testing.
2. Installation and/or wiring and/or repairing and/or servicing of main alarm unit, alarm signalling devices, control equipment and any other specialised equipment involved (n.e.s.) (including leads from a plug point at normal mains voltage).
3. Indicating the actual wiring routes of the alarm system.
4. Marking out all attached points for alarm components on areas to be protected.
5. Supervising installation of all low-voltage electrical wiring.

Learnership rates in respect of Rate A1 work:

First twelve months of experience	Refer to table
Second twelve months of experience	of wage rates
Thereafter	Rate A1

Operative Grade 1:

RATE D

1. Range adjustment of volumetric detectors such as ultrasonic and microwave units under supervision of a Rate AA employee.
2. Setting up infra-red barriers by means of a test meter or the like to predetermined levels under supervision of a Rate AA employee.
3. Rectification of installation faults diagnosed by and under the supervision of a Rate AA employee, excluding repairs to electronic units.
4. Connecting of cables to pre-marked and/or predetermined positions between electronic detection devices and control panels.

This gazette is also available free online at **www.gpwonline.co.za**

Operative Grade 2:

RATE DDD

1. Connecting cables to electro mechanical devices.
2. Adjustment of vibration contacts to pre-set limits.
3. Soft soldering by hand.
4. Foiling of windows.

Operative Grade 3 (under supervision of a Rate AA employee):

RATE F

1. Affixing of pulleys, window switches, door contacts and similar minor components, excluding adjustments, but including the running out and connecting up of trip wiring.
2. Running low-voltage alarm leads.
3. Affixing of all electronic or electro-mechanical detection devices to predetermined positions.
4. Mounting of control panels.
5. Affixing of tension switches and the affixing of tension wire to such switches.
6. Chasing and/or plugging and/or drilling (n.e.s.) (not precision drilling) to marks and/or pops and/or dimples.

Operatives Grades 1, 2 and 3:

No person shall be permitted to perform operations in a higher Operative Grade than that at which he is rated unless he has served at least three months in the Grade immediately below that in which the higher operations are specified; unless he has served an equivalent period with any employer in this Industry:

Provided that no employee shall be remunerated at a lower rate of pay than he is currently receiving as a result of this requirement.

RATE H

1. General labouring.

Section (c): Standby duty for employees engaged on Rate A1 work
(Operations 1, 2, 3, 4 and 5 in section (b))

1. An employer may require a Rate A1 employee to do standby duty for one week at a time:

   Provided that should such employee be required to do standby duty he must be in receipt of not less than the amount of money specified for Rate A1 after 24 months' experience:

   Provided further that the employee shall be given not less than one week's notice to that effect. At least one full week must elapse before an employee may be called upon to do standby duty again.
2. When an employee is required to do stand-by duty in terms of subsection (1) above, he shall be paid a standby allowance of six hours at the highest Rate AI rate of pay specified.
3. Where an employee is called out on a service when on standby duty he shall receive a minimum payment of R4,00 per call except when the call is on a Sunday or a statutory holiday, when he shall be paid R6,00 per call, in addition to the allowance stated in subsection 2 above.
4. Where an employee uses his own transport he shall be paid an allowance to be mutually agreed upon.

This gazette is also available free online at **www.gpwonline.co.za**

SCHEDULE E/3

INDUSTRIAL REFRIGERATION AND AIR-CONDITIONING INDUSTRY DIVISION

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN SCHEDULE E/3 ARE PRESCRIBED IN CLAUSE 3*(a)* of PART II OF THIS AGREEMENT

For purposes of this Division the Industrial Refrigeration and Air-Conditioning Industry is defined as the industry concerned with manufacture, fabrication, assembly and installation (erection on site) of systems comprising ventilation, exhaust, filtration, refrigeration, heating, humidification, dehumidification, fluid reticulation (including controls), instrumentation and associated electrical works, which either in total combination or part thereof are applied to a building, structure, ship or any space where artificial environment is required.

For ease of reference, the operations contained herein have been split into the following sections:

Section *(a)*: Manufacture and fabrication section.

Section *(b)*: Installation section.

Subsection *(b)*(i): General.

Subsection *(b)*(ii): Piping.

Subsection *(b)*(iii): Ductwork.

Subsection *(b)*(iv): Insulation.

Subsection *(b)*(v): Electrical.

Subsection *(b)*(vi): Pneumatic.

SECTION *(a)*—MANUFACTURE AND FABRICATION (SHOPWORK)

Manufacture and fabrication involves the use of metal 4 mm and thinner and may include integral light metal sections of material not exceeding 7 mm thickness.

RATE A

The Rate A operations of Schedule G of this Agreement shall apply. (No person other than a journeyman or apprentice may be employed on work classified as Rate A without the prior permission of the Council.)

RATE AA

1. Marking out with tape and/or rule of centres and working lines of articles and/or material preparatory to machining and/or processing.
2. Setting out of stock on the floor or the bench to sketch and/or drawings and/or dimensions.
3. Assembly of pre-manufactured components from stock (including adjustment).

RATE C

1. Operating power-driven guillotine (n.e.s.).
2. Operating press-brake (n.e.s.).
3. Operating roller-bending and/or forming equipment (n.e.s.).
4. Setting (n.e.s.) of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.

RATE D

1. Assembling of pre-manufactured components from stock where no fitting is required (n.e.s.).
2. Automatic welding where the welding head is automatically fed and speed of weld mechanically controlled.
3. Marking off material to given lengths for cutting-off purposes, using only rule and/or tape measure and marking material.
4. Operating power-driven folding machine (n.e.s.), including setting up.

This gazette is also available free online at **www.gpwonline.co.za**

5. Press operating (n.e.s.), excluding setting up.
6. Welding and/or brazing, including hard and/or silver soldering, of parts located in jigs and/or parts so located as to obviate the need for a jig (n.e.s.).
7. Operating a reciprocating and/or circular power saw, including marking off with a rule and/or tape (including setting of stops) (n.e.s.).
8. Cropping and/or shearing and/or punching to stops and/or templets and/or length gauges and/or marks (including the changing of composite dies).
9. Operating single-head gas profile machine and/or single and/or multi-head straight line cutting machine, including setting up.
10. Operating repetitive and/or continuous automatic welding machines, including adjustment due to voltage variation.
11. Operating continuous semi-automatic gas shielded and/or flux cored wire arc welding machine, excluding setting up.
12. Manufacture of brackets where used in piping and/or duct erection using angle iron up to 75x75x6 mm.
13. Manufacture of flanges where used in ducting systems and/or equipment.
14. Operating press-brake (n.e.s.) to stops and/or jigs and/or length gauges where the stroke is controlled by the operator, excluding setting up.

RATE DD

1. Welding and/or brazing to fixtures or parts so located as to obviate the need for a fixture (weld length not to exceed 55 mm and material thickness not to exceed 2,5 mm).
2. Repetitive soft soldering and/or sweating.

RATE E

1. Operating automatic duct making machines, excluding setting up. (Setting up to be carried out or supervised by a Rate A employee.)

RATE F

1. Operating reciprocating and/or circular power saw to stops and/or jigs and/or marks, excluding setting up.
2. Operating power-driven folding machine to stops and/or jigs, and/or fixtures and/or marks, excluding setting up.
3. Operating power-driven guillotine to stops, and/or marks, excluding setting up.
4. Repetition production screwing of bar and/or tube on screwing machines to stops where the work is

   eld by devices not necessitating centralising or trueing (excluding setting up). (This operation is limited to a machine not exceeding a 52 mm nominal bore diameter.)
5. Operating manually operated rollers-the setting and forming in the manufacture of round ducting, bends, and spigots, including the adjustment of the rollers.
6. Insulating of ducting in general-using pinspotter, spray-gun, tape measure or any other tools used in the insulation of ducting.
7. Drilling by hand of holes in flanges to be fitted to ducts by rivets, pop rivets or tinman's rivets or other means of fastening, setting out holes by means of fixed gauges.
8. Assembling of pre-manufactured components from stock requiring no fitting and/or adjusting, but including drilling of holes with hand drill up to 6 mm and/or the use of hammer in knocking over the flange, i.e. Pittsburgh lock or spigot.
9. Spraypainting.

RATE G

1. Beading and/or seaming and/or grooving and/or trimming and/or curling and/or wiring and/or dishing and/or flanging and/or locking double side top and bottom.
2. Leak-testing of finished products, other than by pressure testing.

This gazette is also available free online at www.gpwonline.co.za

3. Loading of rolled sheet coils onto uncoiler and setting of uncoiler release under supervision of a Rate A to D employee.
4. Operating manually operated folding machine and/or brake and/or hand folder and/or finger bending brake to stops and/or jigs and/or fixtures and/or marks, excluding setting up.
5. Operating press-brake and/or guillotine to stops and/or jigs and/or length guages where the stroke is not controlled by the operator.
6. Riveting (10 mm diameter or less).
7. Using lock forming machine and/or seaming machine in any of the operations used in the manufacture of rectangular or round duct, including "S" and drive cleats.
8. Random drilling with a hand-held drill where the location of the holes is not critical.
9. Repetition application of insulating materials, including cutting and/or marking to templets under supervision of a Rate A to D employee.
10. Repetition bending and/or forming by machine to jigs and/or dies and/or stops and/or length gauges and/or marks (excluding press-brake and excluding setting up).
11. Repetition butt and/or spot and/or flash and/or projection and/or resistance and/or percussion welding by machine.
12. Repetition cutting and/or cropping and/or shearing to stops and/or templets and/or jigs and/or length gauges and/or fixtures and/or marks (excluding power-driven guillotines and excluding setting up).
13. Repetition drilling to jigs and/or prelocated parts and/or templets and/or pops and/or fixtures and/or marks (excluding radial drilling machines).
14. Repetition machine punching and/or slotting and/or notching to jigs and/or guides and/or stops and/or marks. (Material not to exceed 7 mm in thickness.)
15. Repetition marking to templets and/or jigs.
16. Repetition operating nibbling machines and/or shears to jigs and/or stops and/or templets and/or marks in sheets of 4 mm and thinner, including repetition marking to templets and/or jigs.
17. Repetition pop marking to jigs and/or templets.
18. Repetition reaming with non-adjustable reamers.
19. Repetition roller bending and/or roller forming and/or re-rolling.
20. Repetitive counter-sinking to stops.
21. Repetitive threading and/or tapping.
22. Rough straightening of components and/or materials using tinman's hammer and/or mallet and/or pliers only.
23. Screwing on and/or riveting and/or clipping of assembled louvre stiles into metal frames.

RATE H

1. Application of adhesive and/or anti-corrosive and/or protective coatings.
2. Cutting timber by hand and/or machine for crating purposes and/or crate making.
3. Dressing and/or deburring by hand and/or grinding by portable power tools.
4. Re-threading and/or re-tapping.
5. Sand and/or shot blasting.
6. Scrap cutting and/or baling.
7. Preparing work for painting and/or soldering and/or brazing.
8. General labouring.

This gazette is also available free online at **www.gpwonline.co.za**

SECTION *(b)*: INSTALLATION SECTION

Subsection (b)(i): General

RATE AA

1. Installation and/or erecting of refrigeration and air conditioning plant, including piping, ductwork and insulation equipment, in field or on site (erector) (n.e.s.).
2. Affixing of fan coil units, washers, coils and associated articles.
3. Setting out of equipment in position and the aligning of such equipment, including marking out by tape and/or rule.
4. Use of explosive tool for fixing or fastening.
5. Final knocking out of dents and/or final straightening by use of hammer spoon, dolly or wrench bar.
6. Repairing and/or altering and/or adjusting and/or erecting on site or building of doors and/or door frames, window surrounds and curtain walling.
7. Moving of all components used in refrigeration and air-conditioning plants without the use of rigging equipment.

RATE F

1. Supervising employees employed on classes of work scheduled below Rate F.
2. Spraypainting.

RATE G

1. Assembling of pre-manufactured components from stock requiring no fitting or adjustment, but including deburring.
2. Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing bath.
3. Metal cleaning and/or degreasing and/or pickling.
4. Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templets.
5. Repetition marking off to jigs and/or length gauges under supervision of Rate A to D employee.
6. Rough straightening and/or rough flattening of material, excluding use of rules and straight edges.
7. Straightening and/or flattening of gussets and/or cleats.
8. Cutting openings in walls.
9. Repetition hand drilling and/or tapping and/or thread cleaning.

RATE H

1. Dressing and/or deburring and/or grinding by hand and/or portable power tools.
2. Application of anti-corrosive and/or protective coatings using brush or roller.
3. Affix name plates.
4. Buffing and/or finishing and/or polishing by hand and power tools.
5. Preparing work for painting.
6. Hand loading and/or unloading of materials.
7. General labouring.
8. Oiling and/or greasing.
9. Removal of rust and/or coatings.

This gazette is also available free online at **www.gpwonline.co.za**

Subsection (b)(ii): Piping

Piping used not to exceed 200 mm diameter and 7 mm wall thickness.

RATE AA

1. Setting out of stock on floor or on bench to sketch and/or drawings and/or dimensions.
2. Assembling and installation of pre-manufactured components from stock, including adjustment.
3. Bending of tubes and/or pipes (n.e.s.).
4. Arc and/or gas welding of air-conditioning pipes, including light frames and brackets only.
5. Drilling machine work (n.e.s.).

RATE D

1. Screwing and/or cutting of pipes, including resetting and/or size changing of dies.
2. Bending, swaging, flaring of tubes and/or sections in manually operated machine.
3. Dismantling of structure and/or pipe installations, including use of gas and/or electric torch.
4. Arc and/or gas cutting (n.e.s.).
5. Operating power saw (n.e.s.), including marking off with rule and/or tape only and including setting of stops.
6. Preliminary tack welding of jobs prior to riveting or bolting up (runs of not more than 25 mm in length).
7. Assembling by means of jigs and/or templets (n.e.s.).
8. Operating single and/or double-headed oxyacetylene profiling machine and/or single and/or multi-head straight line cutting machine, including setting up.
9. Punching and/or shearing and/or cropping to jigs and/or stops, including marking off with rule and/or tape.
10. Welding and/or brazing, including hard and/or silver soldering of parts locating in jigs and/or parts so located as to obviate the need for a jig (n.e.s.).
11. Soldering (n.e.s.).
12. Soft soldering and/or sweating by hand.
13. Hand welding with mechanically fed electrodes (excluding pressure vessels) (including flanges as in piping).
14. Operating automatic arc and/or gas welding machine (excluding setting up).
15. Manufacture of brackets where used in piping and/or duct erection using angle iron up to 75 □□75 □ 6 mm.
16. Manufacture of flanges where used in piping and/or equipment.

RATE G

1. Repetition beveling of pipe ends.
2. Repetition random drilling by hand.
3. Repetition screwing and/or cutting of pipes and/or tubes with die heads and/or taps and/or cutters by machine, including mounting of pre-set screwing and/or cutter heads.
4. Repetition swaging and flaring of pipes.
5. Operating pipe cutting machine (excluding setting up).
6. Repetition threading and/or tapping by machine (n.e.s.).
7. Operating power saw for repetitive cutting off to stop and/or length gauges, excluding setting of stops.
8. Screwing machine operating, excluding setting up.
9. Repetition installation of straight pipework.
10. Application of preformed insulation material to pipework.

This gazette is also available free online at **www.gpwonline.co.za**

RATE H

1. Gasket cutting, using templets.
2. Sand and/or shot blasting.

Subsection (b)(iii): Ductwork

RATE AA

1. Marking out with tape and/or rule of centres and working lines of articles and/or material preparatory to cutting out.
2. Setting out of stock on floor or on bench to sketch and/or drawings and/or dimensions.
3. Erection of manufactured and/or fabricated ductwork and/or associated articles from drawings using a tape measure (n.e.s.).
4. Modifying and cutting back of straight pre-manufactured ducts, excluding final connecting.

RATE D

1. Marking off of duct sections to given lengths for cutting off purposes, using only length gauges and/or tape measure and/or templets and marking material.
2. Marking and affixing of hangers from predetermined duct run positions (excluding use of explosive tools).
3. Erection of ducting and associated articles to predetermined positions under supervision of a Rate AA employee.
4. Cutting in and fixing of branches and spigots to predetermined positions.
5. Erection and affixing of fire dampers, volume dampers, attenuators, canvas connections, in-line coils and in-line fans to premarked positions under supervision of Rate AA employees.
6. Fixing of dampers, grilles, diffusers, constant volume boxes, fan air terminals and other air terminals to pre-marked positions (excluding setting out).

RATE G

1. Assisting Rate D employees on fixing of dampers, grilles, diffusers, constant volume boxes, fan air terminals and other air terminals.
2. Repetition hand riveting (10 mm diameter or less).
3. Erection of flexible connections between spigots and air terminals.

Subsection (b)(iv): Insulation

RATE D

1. Application of insulating materials to pipe fittings, ductings and equipment using tape and or rule.
2. Cladding duct, pipe or equipment insulation with sheetmetal, aluminium or other rigid covering using tape and/or rule and under supervision of Rate AA employee.
3. Plastering of insulation applied to ducts, piping and equipment.
4. Application of insulation materials to walls, floors, and ceilings as used in plenums and/or plant rooms, using tape and/or rule and under supervision of Rate AA employee, including the fixing of brandering, metal sections and rigid covering or expanded metal cladding.

RATE G

1. Assist in the application of insulating materials, including trimming, to manufactured duct work or installed straight pipework using a spraygun or pinspotter or strapping under supervision of Rate D employee.
2. Laying of fibreglass or other insulating materials on ceilings.
3. Applying sealant and/or adhesive.
4. Repetition hand riveting (10 mm diameter or less).
5. Touching up with paint and/or prime coating.
6. Repetition marking and/or tracing to templets.

This gazette is also available free online at **www.gpwonline.co.za**

7. Trimming by hand and/or by power tools.
8. Application of polyurethane foam into enclosed spaces.
9. Application of vapour seal to pipe and/or duct insulation, including the application of canvas or other facings.
10. Buffing and/or finishing and/or polishing by hand and/or power tools.
11. Repetition hand drilling and/or tapping and/or thread clearing.

RATE H

1. Cementing of insulation.
2. Cleaning by hand.
3. Coating by brush and/or dipping.

Subsection (b)(v): Electrical

RATE AA

1. Marking out by tape or rule of the centres and working lines of articles and material for erection of cable racks.
2. Modifications to pre-manufactured cable racks.
3. Fixing of cables and/or conduit to cable racks, excluding preparation of leads for fitting of glands.
4. Running of cables, excluding preparation of leads for fitting of glands.
5. Repetition making up of cable harnesses where course of wire is marked by cleats and/or lines and/or saddles and/or fixtures and where no wiring diagram is used.

RATE D

1. Erection of pre-manufactured and/or fabricated cable racks and associated articles using tape and/or rule and under supervision of Rate AA employee.
2. Bending of conduits by hand.
3. Repetition crimping of terminals and/or stripping ends of wires.
4. Repetition pulling through only of cables and/or wire pre-cut to predetermined lengths.
5. Installation of control components to predetermined positions.

Subsection (b)(vi): Pneumatic

RATE AA

1. Marking out by tape and/or rule of centres and working lines of articles and material for erection of pneumatic lines.
2. Modification to racks.
3. Testing for leaks by air, including preparatory work.
4. Supervising Rate D employees on site.

RATE D

1. Erection of manufactured and/or fabricated racks and/or associated articles.
2. Fixing of pneumatic tubes to racks.
3. Installation of pneumatic controls.
4. Setting of pre-calibrated pneumatic controls under instruction of Rate A employee.
5. Testing for leaks by air under supervision of Rate AA employee.

This gazette is also available free online at **www.gpwonline.co.za**

SCHEDULE F

MANUFACTURE AND/OR REMANUFACTURE OF ELECTRIC CABLE AND/OR ELECTRICAL CONDUCTORS (EXCLUDING BUSBARS)

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN SCHEDULE F ARE PRESCRIBED IN CLAUSE 3*(d)* OF PART II OF THIS AGREEMENT

Applicable to the operations specified herein in the manufacture and/or remanufacture of electric cable and/or electrical conductors (excluding busbars).

Section (a): Exceptions

Schedule G of this Agreement shall not apply to the manufacture or remanu-facture of electric cable and/or electrical conductors (excluding busbars) provided for in this Schedule.

Section (b): Employment at Group Z work

No person, other than a journeyman or an apprentice, may be employed on work classified at Group Z without the prior permission of the Council.

The following operations in the manufacture and/or remanufacture of electric cable and/or electrical conductors (excluding busbars):

GROUP Z

1. Plant maintenance and/or installation and/or tool-room work, namely fitting, electrician's work, tool and jig making, plating and welding (n.e.s.).

GROUP Y

1. Crane driving (n.e.s.).
2. Supervisory work (other than group leaders).

GROUP IX

1. Group leader supervising operations in Wage Groups V and VI.

GROUP VIII

GROUP VII

GROUP VI

1. Operating catenary or vertical continuous vulcanising extrusion line.
2. Operating composite armouring machine with bobbins over 410 mm in diameter.
3. Operating extrusion machine exceeding 120 mm diameter and/or horizontal CV line.
4. Operating laying-up machines on paper insulated cables-shaped conductors-bobbins over one meter in diameter.
5. Operating lead extruder.

GROUP V

1. Attending heat treatment and/or vulcanising and/or drying plant.
2. Cutting and/or screwing of piping and/or conduit.
3. Group leader supervising operations in Wage Group IV.
4. Operating composite armouring machine up to and including 410 mm diameter.
5. Operating extrusion machine up to and including 120 mm diameter.
6. Operating hand portable and/or pedestal grinding machine (where the operator is not required to grind to marks and/or gauges and/or sizes and/or templates).
7. Operating internal mixer, eg. Banbury type.

This gazette is also available free online at www.gpwonline.co.za

8. Operating laying-up telephone cables machine more than 102 bobbins.
9. Operating rod break-down machine (inlet size 6 mm and above).
10. Operating stranding machine using over 22 bobbins.
11. Operating thermoplastic compounding and granulating plant.
12. Polishing and cleaning of wire-drawing dies (excluding setting up and adjusting).

GROUP IV

1. Attending cable impregnating plant.
2. Capping cable ends.
3. Crane driving (n.e.s.) power-operated jib cranes and/or cab-operated overhead cranes and/or floor-operated power cranes, powered in all three directions and controlled by one man so employed, and confined to the movement of drums and cablemaking materials.
4. Group leader supervising operations in Wage Groups I to III.
5. Mill mixing (open roll type).
6. Operating armouring machine (n.e.s.).
7. Operating calendering machine.
8. Operating laying-up machines (shaped conductors) (n.e.s.).
9. Operating laying-up machine, more than seven circular cores (not more than 61 bobbins).
10. Operating laying-up machine on paper insulated cables-shaped conductors-bobbins one meter in diameter and smaller.
11. Operating laying-up telephone cables machine, up to and including 102 bobbins.
12. Operating longitudinal covering machine.
13. Operating paper impregnating machine.
14. Operating paper lapping machine (over 18 papers).
15. Operating stranding machine with more than seven bobbins and up to and including 22 bobbins.
16. Operating wire-drawing machine.
17. Winding, measuring, cutting and drumming cables.

GROUP III

1. Application of anti-corrosive and/or anti-fouling and/or protective coatings.
2. Assembling of cable drums.
3. Assistant to operator of composite armouring machine, at whose direction he is responsible for changing tapes and/or jutes and filling compound pots.
4. Assistant to continuous vulcanising extrusion line operator, at whose direction he is responsible for controlling water pressure and opening and shutting splice box.
5. Assistant to operator of lead extrusion machine, at whose direction he is responsible for flaking-filling containers and monitoring conditions of cable entering lead extruder.
6. Bituminising steel wire and/or tape and/or paper and/or jute and/or textiles.
7. Loading of insulation and/or sheathing materials into warming mill and unloading of same.
8. Mass-measuring of materials prior to the mixing process.
9. Operating braiding machine.
10. Operating bunching machine.
11. Operating hot dip and/or electrolytic tinning plant (excluding preparation and/or testing of chemicals).
12. Operating incinerators.
13. Operating laying-up machine, up to and including seven circular cores.

This gazette is also available free online at **www.gpwonline.co.za**

14. Operating sieving and/or straining machine.
15. Operating slitting machine for insulating, binding or screening materials.
16. Operating stranding machine with seven and less bobbins.
17. Operating stripping machine.
18. Packing and/or unpacking vulcanising trays and/or cylinders, including spark testing and repairing.
19. Preparing ends of insulated conductors and/or cables for testing.
20. Repetition cutting and/or planing and/or drilling of material for cable drums to stops and/or jigs.
21. Vertical and/or horizontal taping and/or lapping, up to and including 18 tapes and/or papers.
22. Winding and/or spark testing and/or repairing and/or measuring and/or marking of cores.

GROUP II

1. Assistants on machines with crews of more than one, who help on the machine as directed by the machine operator, and who are in attendance during machine running time, and who are engaged in loading and unloading the machine.
2. Boiler attendant.
3. Lagging of wooden drums.
4. Length measuring, winding and joining copper, aluminium, galvanised steel wire and/or strip.
5. Operating granulating machine.
6. Operating marking machine for single cores.
7. Operating twinning and/or quadding machine for control and/or telephone cables.
8. Sealing cable ends.
9. Stencil painting on drums.
10. Watchman's work.
11. Wrapping, packing and labelling of finished materials.

GROUP I

1. Baling of scrap.
2. General labouring.
3. Scrap recovery.
4. Spraying and/or applying preservative coating to drums.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE A

SECURITY OF EMPLOYMENT AND SEVERANCE PAY

For the purpose of this Annexure, notwithstanding the definition of 'employee' in clause 3 of the Main Agreement, 'employee' shall include persons employed in terms of clause 1(4) and (5) of Part I of the Main Agreement.

1. Retrenchments and/or Redundancies

1.1 Introduction

Any retrenchment of employees falling under the scope of this agreement must be undertaken in accordance with either Procedure A or Procedure B set out below. The procedure to be used will depend on:

- The size of the Company;
- The number of employees that the Company proposes to retrench; and
- The Company's retrenchment history over the preceding twelve-month period.

1.2 Procedure A must be applied by those employers who:

1.2.1 Employ 50 or fewer employees; or

1.2.2 Employ more than 50 employees but who are contemplating retrenching less than the number of employees reflected hereunder:

- For employers of up to 200 employees : 10 employees
- For employers of more than 200 but not more than 300 employees : 20 employees
- For employers of more than 300 but not more than 400 employees : 30 employees
- For employers of more than 400 but not more than 500 employees : 40 employees
- For employers of 500 or more employees : 50 employees; and

  Where the number of employees retrenched in the 12-month period prior to the date of the notice of invitation to consult, together with the number of employees that the employer contemplates retrenching, is less than the above.

1.3 Procedure B applies to those employers who employ more than 50 employees and who are contemplating the retrenchment of at least the number of employees reflected hereunder:

- For employers of up to 200 employees : 10 or more employees.
- For employers of more than 200 but not more than 300 employees : 20 or more employees.
- For employers of more than 300 but not more than 400 employees : 30 or more employees.
- For employers of more than 400 but not more than 500 employees : 40 or more employees.
- For employers of 500 or more employees : 50 or more employees.

or

Where the number of employees retrenched in 12-month period prior to the date of the notice of invitation to consult, together with the number of employees that the employer contemplates retrenching, is equal to or exceeds the above.

This gazette is also available free online at www.gpwonline.co.za

1.4 For the purposes of this procedure:-

"Notice of invitation to consult" means the notice referred to in clauses 2.1.1 and 3.1.1; and
"Employee" includes all persons employed by the legal entity that is the employer (e.g. a company, a CC or a sole proprietor) and is not confined to scheduled employees in terms of the Agreement.

1.5 This procedure is intended partly as a guide to the relevant provisions of the Act, and partly to establish specific terms regulating work security in the industry. If there is a conflict between this annexure and the Act, the Act prevails, except for those clauses which are intended to supplement the Act.

2. PROCEDURE A

2.1 Notice of proposed retrenchment

2.1.1 An employer must notify all relevant consulting parties and the Regional Bargaining Council when that employer contemplates terminating the employment of one or more employees for reasons related to its operational requirements.

2.1.2 Consulting parties include any registered trade union of which any of the employees potentially affected by the proposed retrenchment are members, and the nominated representatives of any potentially affected employees who are not members of a registered trade union.

2.1.3 The notice referred to in 2.1.1 must be given in writing, as soon as possible after retrenchment is contemplated but at least 21 days before the contemplated date of retrenchment.

2.1.4 In the written notice, the employer must invite the consulting parties to commence consultations over the proposed retrenchment. At the same time, the employer must disclose all relevant information to the consulting parties. This information must include, but is not limited to the following:

2.1.4.1 The reasons for the proposed retrenchment;
2.1.4.2 The alternatives that the employer considered before proposing the retrenchment, and the reasons for rejecting these alternatives;
2.1.4.3 The number of employees likely to be affected and the job categories in which they are employed;
2.1.4.4 The proposed selection criteria to be used to determine which employees to retrench;
2.1.4.5 The proposed date of retrenchment;
2.1.4.6 The proposed severance pay;
2.1.4.7 Any assistance which the employer proposes to offer to the employees who are likely to be retrenched;
2.1.4.8 The possibility of the future re-employment of the retrenched employees;
2.1.4.9 The number of employees employed by the employer; and
2.1.4.10 The number of employees that the employer has dismissed for reasons based on its operational requirements in the preceeding twelve-month period.

This gazette is also available free online at www.gpwonline.co.za

2.2 Consultation Process

2.2.1 The employer must engage in a meaningful joint consensus-seeking process with the appropriate consulting party, and attempt to reach consensus on:

2.2.1.1 Appropriate measures to:
- Avoid the retrenchment;
- Minimise the number of retrenchments;
- Change the timing of the retrenchment; and
- Mitigate the adverse effects of the retrenchment;

2.2.1.2 The method for selecting the employees to be dismissed; and

2.2.1.3 The severance pay for dismissed employees.

2.2.2 The employer must allow the consulting parties an opportunity to make representations about any of the above matters, and any other issues relevant to the proposed retrenchment.

2.2.3 The employer must consider and respond to any representations made and, if the employer does not agree with them, it must state the reasons for disagreeing. If the consulting party's representations are made in writing, then the employer must respond in writing.

2.2.4 In any dispute in which an arbitrator is required to decide whether or not any information sought by the consulting parties is relevant, the onus is on the employer to prove that the information which it has refused to disclose is not relevant for the purposes for which it is sought.

2.2.5 The employer must select the employees to be dismissed according to selection criteria:
- That have been agreed by the consulting parties; or
- If no criteria have been agreed, criteria that are fair and objective.

2.3 Severance Pay

The formula contained in clause 35 of this Agreement must be used to determine the amount of severance pay to be paid to a retrenched employee.

2.4 Notification of termination of employment

When the consultation process has been concluded, the employer must give notice of termination to those employees selected for retrenchment on the following basis:

- One week, if the employee has been employed for six months or less; or
- Two weeks, if the employee has been employed for more than six months but less than twelve months.
- Four weeks, if the employee has been employed for twelve months and more.

2.5 Notification to the Bargaining Council

2.5.1 Once the affected employees have been given notice of the termination of their employment, the employer must inform the bargaining council's Regional Office, in writing, of the number and occupational categories of the employees that have been retrenched.

This gazette is also available free online at **www.gpwonline.co.za**

2.6 Re-employment of retrenched employees

2.6.1 If an employer who has previously retrenched employees engages new employees, that employer must, as far as is practicable, give preference to the re-engagement of those persons who were retrenched from the establishment and who are qualified and available to undertake the categories of work required by the employer.

3. PROCEDURE B

3.1 Notice of proposed retrenchment

3.1.1 An employer must notify all relevant consulting parties when that employer contemplates terminating the employment of one or more employees for reasons related to its operational requirements.

3.1.2 Consulting parties include any registered trade union of which any of the employees potentially affected by the proposed retrenchment are members, and the nominated representatives of any potentially affected employees who are not members of a registered trade union.

3.1.3 The notice referred to in 3.1.1 must be given in writing, as soon as possible after retrenchment is contemplated.

3.1.4 In the written notice, the employer must invite the consulting parties to commence consultations over the proposed retrenchment. At the same time, the employer must disclose all relevant information to the consulting parties. This information must include, but is not limited to the following:

3.1.4.1 The reasons for the proposed retrenchment;

3.1.4.2 The alternatives that the employer considered before proposing the retrenchment, and the reasons for rejecting these alternatives;

3.1.4.3 The number of employees likely to be affected and the job categories in which they are employed;

3.1.4.4 The proposed selection criteria to be used to determine which employees to retrench;

3.1.4.5 The proposed date of retrenchment;

3.1.4.6 The proposed severance pay;

3.1.4.7 Any assistance which the employer proposes to offer to the employees who are likely to be retrenched;

3.1.4.8 The possibility of the future re-employment of the retrenched employees;

3.1.4.9 The number of employees employed by the employer; and

3.1.4.10 The number of employees that the employer has dismissed for reasons based on its operational requirements in the proceeding twelve-month period.

3.2 Appointment of a CCMA facilitator

3.2.1 The employer, or the consulting parties representing the majority of the employees that the employer proposes to retrench may, within 15 days of the date of the employer's notice of invitation to consult, request the CCMA to appoint a facilitator to facilitate the retrenchment process in terms of section 189A of the Labour Relations Act.

3.2.2 If a facilitator is appointed, the facilitator will assist the parties to the consultation process and will act in terms of the Regulations made by the Minister.

3.2.3 If a CCMA facilitator has been appointed and 60 days have elapsed from the date of the employer's notice of invitation to consult:

This gazette is also available free online at www.gpwonline.co.za

3.2.3.1 The employer may give notice of termination to those employees selected for retrenchment on the following basis:
- One week, if the employee has been employed for six months or less; or
- Two weeks, if the employee has been employed for more than six months but less than twelve months.
- Four weeks, if the employee has been employed for twelve months and more.

3.2.3.2 A registered trade union or the employees who have received notice of termination may, in accordance with the provisions of section 189A of the Act, may either:
- Give notice of a strike in terms of the applicable provisions of the Act; or
- Refer a dispute concerning whether there is a fair reason for the dismissal to the Labour Court in terms of the applicable provisions of the Act.

3.3 Procedure when a CCMA facilitator is not appointed

3.3.1 The employer must engage in a meaningful joint consensus-seeking process with the appropriate consulting party, and attempt to reach consensus on:

3.3.1.1 Appropriate measures to:
- Avoid the retrenchment;
- Minimise the number of retrenchments;
- Change the timing of the retrenchment; and
- Mitigate the adverse effects of the retrenchment;

3.3.1.2 The method for selecting the employees to be retrenched; and

3.3.1.3 The severance pay for retrenched employees.

3.3.2 The employer must allow the consulting parties an opportunity to make representations about any of the above matters, and any other issues relevant to the proposed retrenchment.

3.3.3 The employer must consider and respond to any representations made and, if the employer does not agree with them, it must state the reasons for disagreeing. If the consulting party's representations are made in writing, then the employer must respond in writing.

3.3.4 In any dispute in which an arbitrator is required to decide whether or not any information sought by the consulting parties is relevant, the onus is on the employer to prove that the information which it has refused to disclose is not relevant for the purposes for which it is sought.

3.4 Selection criteria

3.4.1 The employer must select the employees to be dismissed according to selection criteria:
- That have been agreed by the consulting parties; or
- If no criteria have been agreed, criteria that are fair and objective.

3.4.2 A party may not refer a dispute over the retrenchment to the bargaining council unless a period of 30 days has elapsed from the date on which the employer's notice of invitation to consult was given.

3.4.3 After a dispute has been referred to the bargaining council, and after the relevant period referred to in section 64(1)(a) of the Act has elapsed:

3.4.3.1 The employer must give notice of termination to those employees selected for retrenchment on the following basis:
- One week, if the employee has been employed for six months or less; or
- Two weeks, if the employee has been employed for more than six months.
- Two weeks, if the employee has been employed for more than six months but less than twelve months.
- Four weeks, if the employee has been employed for twelve months and more.

This gazette is also available free online at www.gpwonline.co.za

3.4.3.2 A registered trade union or the employees who have received notice of termination may, in accordance with the provisions of section 189A of the Act, either:

- Give notice of a strike; or
- Refer a dispute concerning whether there is a fair reason for the dismissal to the Labour Court in terms of the applicable provisions of the Act.

3.5 Severance pay

The formula contained in clause 35 of this Agreement must be used to determine the amount of severance pay to be paid to a retrenched employee.

3.6 Notification to the Bargaining Council

3.6.1 Once the affected employees have been given notice of the termination of their employment, the employer must inform the Bargaining Council's regional office, in writing, of the number and occupational categories of the employees that have been retrenched.

3.7 Re-employment of retrenched employees

2.7.1 If an employer who has previously retrenched employees engages new employees, that employer must, as far as is practicable, give preference to the re-engagement of those persons who were retrenched from the establishment and who are qualified and available to undertake the categories of work required by the employer.

2. Lay-offs

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

The following procedures and conditions shall apply in respect of lay-off provisions:-

(a) An employer shall give the Regional Office, affected employees and affected party trade unions fourteen clear working days' notice of the intention to lay-off employees.
(b) The notification of lay-off shall provide the names of the affected employees, the reasons for the lay-off and the estimated duration of the lay-off.
(c) The employer shall, during the fourteen-day notification period, consult with the representatives of the trade unions and/or elected shop stewards on the reasons for the lay-off and the manner in which it will operate.
(d) The employer shall give the affected employees a minimum of five shifts notice of the intention to lay-off. This notice shall include the specific date on which the employees are to resume work.
(e) The employer shall not be required to pay wages to the employees on lay-off, provided that where the employer believes resumption of work can be affected and expressly instructs the employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.
(f) Lay-off may not continue beyond a period of eight weeks unless otherwise agreed between the employer and representatives of the party trade unions representing the affected employees or such other representatives of the affected employees.

This gazette is also available free online at www.gpwonline.co.za

(g) Periods not worked by an employee whilst on lay-off shall count as shifts actually worked and these employees shall be credited with the full shifts for an ordinary week, whilst on the lay-off, for purposes of paid leave and leave enhancement pay up to an eight week maximum in any calendar year.

(h) Employees on lay-off may engage in any other employment for remuneration during the duration of the lay-off.

(i) Should an employee on lay-off not return to employment within three working days of the due date. The employee shall be deemed to have terminated employment with the employer, unless the absence is condoned by the employer.

(j) The provisions of subclause (8)(i)(a) of this Agreement shall *mutatis mutandis* apply to the payment of earnings in respect of lay-off.

3. Limited duration contracts of employment

(a) Definition

An employer may employ an employee for a specified, limited contract period in terms of a limited duration contract of employment, otherwise known as a limited duration contract of employment, fixed term, short term or temporary contract as per the schedule hereto on the following specified categories of work:

(i) Site work

Employment in terms of a contract which specifies that employment is in respect of a specific construction site for the duration of the site contract or a specific portion or section thereof.

(ii) Turnaround work

Employment in terms of a contract of employment which specifies that employment is for the duration, or portion thereof, of

(aa) a contract secured by the employer to carry out specified installation, maintenance, overhaul or development work on existing equipment or on an installation not owned by the employer. or

(ab) major maintenance, overhaul or development work on equipment or an installation owned by the employer necessitating the recruitment of employees over and above the normal complement.

(iii) Ship repair work

Employment in terms of a contract of employment that specifies that employment is for the duration or portion thereof of a specific contract secured by the employer to carry out repairs on a particular vessel.

(iv) Short-term fluctuations in workload

Employment in terms of a contract of employment which arises out of a situation where the employer is required to take on additional employees as a result of having secured additional work of a short-term nature. This employment must be limited in duration to a period not exceeding four months. Provided that if a longer period is required to complete a specific task or activity, then the period of the specific task or activity shall be specified in the limited duration contract of employment.

Any other work, activity or requirement that falls outside the work categorised above, may not be subject to a limited duration contract of employment, fixed term, short term or temporary contract in terms of this agreement. This does not affect an employer's right to implement the probationary provisions prescribed in the Labour Relations Act in respect of new employees.

This gazette is also available free online at www.gpwonline.co.za

(b) General

(i) The provisions of the Main Agreement shall apply in respect of employees engaged on limited duration contracts of employment. The provisions of clause 1 above shall not, however, apply to such employees: Provided the termination of such employees' services does not precede the agreed expiry date of the limited duration contract.

(ii) An employer shall on engagement of an employee in terms of a limited duration contract of employment give the employee a signed copy of the contract which has been entered into.

(iii) Every employer who has employees engaged in terms of a limited duration contract of employment shall each month, in such form as required by the Council from time to time, notify the Council of the number of such employees in his employ. The employer shall, at the request of the representatives of the trade unions represented at the company, make this information available to such representatives. This information shall include the names of the individual employees, if required.

(iv) The Special Provisions Limited to Construction Sites covered by Project Labour Agreements are set out in Annexure H.

Footnote:

Whilst the provisions of this Annexure apply to party trade unions it is recommended that they also be observed in respect of non-party trade unions and any employee representative body elected in terms of an agreed procedure, unless such non-party trade union or employee representative body elects otherwise.

This gazette is also available free online at **www.gpwonline.co.za**

CONTINUES ON PAGE 258 OF BOOK 3

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

This gazette is also available free online at **www.gpwonline.co.za**



Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette *No. 11497* *Regulasiekoerant*

Vol. 688 7 October / Oktober 2022 No. 47254

PART 3 OF 6

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

ISSN 1682-5845

9 771682 584003 47254



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

LIMITED DURATION CONTRACT OF EMPLOYMENT

Schedule referred to in clause 3*(a)* of Annexure A to the Main Agreement.

CONTRACT OF EMPLOYMENT

(The employer).....agrees to engage the services of (the employee) and the employee hereby agrees to accept service with the employer on the following terms and conditions:

(i) *(a)* The contract of employment in terms of clause 3 of Annexure A to the Main Agreement shall be for a maximum period of.....months/weeks from date of employment, for the purpose of site work/turn-around work/ship repair work (delete whichever is not applicable) from .....to .....or completion of the specific work detailed hereunder:

.....

.....

b) The contract of employment for short-term fluctuations in workload shall not exceed a period of four months from date of employment, viz from ..... to ....., or completion of the specific work detailed hereunder:

(***Note:*** Should a period longer than four months be required to complete a specific task or activity, the period and the specific task or activity must be specified hereunder:)

.....

.....

(ii) On completion of the contract detailed in (i) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but as completion of contract.

The employee shall nonetheless still be given one shift's notice of expiry of the contract period.

(iii) The remaining conditions of employment, not expressly detailed above, shall be existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry, subject to the limitation set out in (ii) above.

(iv) Where employment continues after completion of this contract in terms of (i) above this contract shall become null and void and the provisions of the Main Agreement shall apply.

(v) Subject to the amendment of the general conditions of employment as set out in (ii) above, the engagement conditions shall be:

(a) Occupation.....

(b) Rate of pay.....

(which shall not be less than the rate scheduled in the Main Agreement).

The employee acknowledges that he/she understands the contents of this contract and signifies acceptance thereof.

Signed at..... on.....

Employer.....

Employee.....

Witness.....

Note: The employer and employee shall, during the period of employment in terms of this contract, observe the provisions of the applicable Benefit Fund Agreements.

239

ANNEXURE B

FIVE-GRADE JOB AND WAGE STRUCTURE

1. Individual employers, together with worker representatives and/or registered trade unions recognised at establishment level, shall mutually agree on whether to adopt the new job and wage structure or to continue using the current thirteen grades and related arrangements.
2. It is the intention of the parties that the decision whether or not to adopt the new grading structure should be a voluntary one on both sides. However, where consensus on the matter cannot be reached between the parties at establishment level, the following disputes procedures shall apply:

Step 1:

The matter shall be referred to the relevant Regional Council for conciliation. Two assessors, one from the employer side and one from the trade union side may, by mutual agreement, be appointed to assist the conciliator. The assessors shall be selected from outside the establishment. Any costs arising from the use of assessors shall be borne by the parties concerned.

Step 2:

Where this is unsuccessful in resolving the dispute, both parties or either party may refer the matter to an arbitrator who will attempt to conciliate the dispute. The costs of the conciliation and subsequent advisory arbitration process (where this is undertaken) shall be negotiated at establishment level. Two assessors, one from the trade union side and one from the employer side, will be appointed. The assessors shall be selected from outside the establishment. Any costs arising from the use of assessors shall be borne by the parties concerned.

Step 3:

Should this conciliation not be successful, the arbitrator will then decide the matter in terms of advisory arbitration.

Step 4:

Should the parties not have followed the conciliation/advisory arbitration process set out in Steps 2 and 3 above or should either party not be prepared to accept the advisory arbitration decision, they will be free to pursue the matter in terms of legal industrial action. Alternatively, the parties may agree in advance that the arbitration decision will be final and binding, in which case no legal industrial action may be implemented.

3. No party may adopt one element of this Agreement as set out below, without adopting all of the others, namely:
   (a) Multi-skilling/multi-tasking/flexibility.
   (b) The five-grade wage model.
   (c) Job security as set out elsewhere in this Agreement.

   It is, however, recognised that any job requires a degree of flexibility to meet normal operational requirements and changes. This degree of flexibility, therefore, under normal circumstances, will not constitute an element of this Agreement as specified above.

   Should a dispute on this issue arise at a workplace then the dispute resolution process outlined in paragraph 4 of the Agreement shall be followed.
4. When agreement has been reached between the parties to adopt the new structure but where disputes arise regarding the grading of workers, the same procedure will be followed as outlined in paragraph 2 above. However, in this case the arbitrator will decide the matter in terms of final binding arbitration.
5. Where establishments adopt the new grading structure, employees will be required to undertake any tasks or combination of tasks falling within the scope of that employee's job grade or any tasks or combination of tasks falling within any grade below this level: Provided that, if necessary, the employee has received or is receiving the necessary training to undertake the tasks in question. Employers will make the necessary mutually agreed training opportunities

This gazette is also available free online at www.gpwonline.co.za

and assessment available to identified employees while employees will agree to attend the courses and undertake competency-based assessments in accordance with the relevant training requirements. No additional remuneration will be payable to the employee for such changes in area and scope of work over and above that set out under paragraph 8 of this Agreement.

6. The party trade unions undertake to use their best endeavours to ensure that their members are aware of the implications of the new job and wage structure and their obligation as employees, having agreed to enter the new structure, to undertake a broader range of work. To this end, where a decision has been taken in accordance with paragraph 1 above to implement the new job and wage structure, recognised shop stewards will be granted a minimum period of one day's leave, subject to reasonable operational requirements, as a contribution towards a training course for shop stewards to be conducted under the auspices of the unions concerned with regard to this Agreement.

7. The parties will review the five skill definitions with a view to amending these to ensure that they effectively meet the multi-skilling and flexibility objectives of the parties. They will also agree on the new technical schedules in accordance with these definitions and indicative tasks.

A. FROM THE COMING INTO OPERATION OF THIS AGREEMENT, 1 JULY 2021 TO 30 JUNE 2022

For those establishments that have implemented or intend to implement the new job and wage system, the following minimum wage shall apply for the new five-grade structure. For those establishments that have implemented the five-grade job and wage structure, the following increases shall apply on the same terms as set out in clause 1 of Part II of this Agreement.

The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature of multi-skilling, multi-tasking broad banding and employee flexibility agreed between the affected employer and trade union(s).

Grade	Current Minimum Scheduled Rates	Percentage Increase on Scheduled Wage Rates	Guaranteed Rand and cents Increase per hour	New Minimum Scheduled Rates
5	84,75	5,00	4,24	88,99
4	72,96	5,00	3,65	76,61
3	62,84	5,00	3,14	65,98
2	54,10	5,00	2,71	56,81
1	46,63	5,00	2,33	48,96

B. FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023

For those establishments that have implemented or intend to implement the new job and wage system, the following minimum wage shall apply for the new five-grade structure. For those establishments that have implemented the five-grade job and wage structure, the following increases shall apply on the same terms as set out in clause 1 of Part II of this Agreement.

The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature of multi-skilling, multi-tasking broad banding and employee flexibility agreed between the affected

This gazette is also available free online at www.gpwonline.co.za

employer and trade union(s).

Grade	Current Minimum Scheduled Rates	Percentage Increase on Scheduled Wage Rates	Guaranteed Rand and cents Increase per hour	New Minimum Scheduled Rates
5	88,99	5,00	4,45	93,44
4	76,61	5,00	3,83	80,44
3	65,98	5,00	3,30	69,28
2	56,81	5,00	2,84	59,65
1	48,96	5,00	2,45	51,41

C. FOR THE PERIOD 1 JULY 2023 TO 30 JUNE 2024

For those establishments that have implemented or intend to implement the new job and wage system, the following minimum wage shall apply for the new five-grade structure. For those establishments that have implemented the five-grade job and wage structure, the following increases shall apply on the same terms as set out in clause 1 of Part II of this Agreement.

The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature of multi-skilling, multi-tasking broad banding and employee flexibility agreed between the affected employer and trade union(s).

Grade	Current Minimum Scheduled Rates	Percentage Increase on Scheduled Wage Rates	Guaranteed Rand and cents Increase per hour	New Minimum Scheduled Rates
5	93,44	5,00	4,67	98,11
4	80,44	5,00	4,02	84,46
3	69,28	5,00	3,46	72,75
2	59,65	5,00	2,98	62,63
1	51,41	5,00	2,57	53,98

8. The parties will consider the introduction of a sixth and seventh grade (above Rate A/Grade 5) during the course of the 1997/8 Main Agreement.
9. No employer who agrees to adopt the five-grade job and wage structure on a voluntary basis in terms of paragraph 1 above may retrench any worker as a direct result of any arrangements implemented in terms of this Agreement during the phasing-in period of the new wage structures, unless such retrenchment is on a voluntary basis, or unless external circumstances beyond either party's control impact upon the enterprise. Where jobs become redundant as a result of the process outlined in this Agreement during this period, the following options will be available to employers:

   (a) Redeployment into other positions.

   (b) Reduction in the size of the workforce through natural attrition.

   (c) Voluntary retrenchment with or without further training.

   (d) Voluntary early retirement.

   In all other circumstances and respects, the provisions of clause 35 of the Main Agreement will continue to apply.
10. The provisions of paragraph 10 above will also apply in the following circumstances:

This gazette is also available free online at www.gpwonline.co.za

(a) The employer has indicated that he is not prepared to adopt the new job and wage structure; and

(b) the matter has been referred to arbitration in terms of paragraph 2, Steps 3 or 4; and

(c) the arbitrator decides that the company has no valid reasons for refusing to adopt the new structure and has not been dealing with the matter in good faith.

11. In all other cases where establishments adopt the five-grade job and wage structure following arbitration and/or industrial action or the threat of industrial action, the provisions of paragraph 10 above will not apply.

12. The period 1 July to 31 December 1996 will be used by the parties as a period of preparation to introduce the new job and wage structure and revised technical schedules and their benefits to the industry and to assess the likely usage of the new arrangements. Such assessment and introduction will be completed by 31 January 1997. Should the parties find that there are no establishments prepared to enter the new structure at this stage, negotiations will be re-opened. Parties at establishment level proposing to implement the new structure will notify one another of such proposal. The parties will then meet to discuss the proposal.

    Should agreement be reached in principle, the parties will then discuss proposals relating to the method of introduction of the new structure and, in particular, how work will be restructured, which grades will apply and what training will be provided to employees to enable them to undertake a broader range of tasks.

    The parties will also agree at establishment level on appropriate times and methods for worker representatives, shop stewards and management to communicate progress on and implementation of the new job and wage structure to the workforce. Establishments may decide to adopt the five-grade wage structure at any time, subject to the provisions of this paragraph.

13. The parties also agree to the following:

    (a) To meet with experienced arbitrators in order to develop a set of guidelines to assist arbitrators in facilitating in disputes and in reaching arbital decisions. For example, one such guideline shall be that arbitrators should not decide in favour of the new structure where either side is able to show that the change would be to their material disadvantage.

    (b) To define the precise role of the two assessors referred to in paragraph 2 above.

    (c) To give further consideration to a mechanism for resolving disputes that may arise where employers who have adopted the new job and wage structure seek to retrench workers for reasons unrelated to this.

    (d) To finalise the proposed Productivity Framework Document by 31 December 1996 for inclusion in this document.

14. The parties acknowledge the necessity to generate employment opportunities in the industry, the importance of the acquisition of skills, and the need to create career opportunities for new workers. Accordingly, new entrants to Grade 1 at the company shall, for a maximum 12-month period—

    (a) be trained to perform the Grade 1 tasks required at the company concerned, with the training required for these employees to be agreed on at establishment level; and

    (b) be paid a wage rate of not less than Grade 1 less 20%.

15. The parties, in order to promote local employment opportunities on construction sites, agree to apply the wage structure specified in paragraph 15 above to those construction site employees who are not covered by Schedule G, section *(d)* of the Main Agreement and—

    (a) who are employed on fixed-term contracts of employment for the duration of the construction project or a lesser defined period; and

    (b) who are sourced from local communities; and

    (c) whose activities are confined to general labouring tasks.

16. Where employers wishing to implement the five-grade job and wage structure wish to exclude any employees or category of employees from these arrangements they must obtain agreement on these exclusions with the worker representatives, trade unions and workers concerned at establishment level. Workers excluded in terms of this

This gazette is also available free online at **www.gpwonline.co.za**

paragraph will continue to receive their current rates of pay increased in line with the annual Main Agreement negotiations. The Regional Council must be notified of these exclusions.

17. In terms of the 1993 Main Agreement Settlement, none of the above arrangements will apply to Schedule G, Section *(d)*: Structural Engineering (paragraph will be further debated with representatives of the Constructional Association).

18. *Industry training issues*

1. Principles that should inform the Recognition of Prior Learning Process (RPL)

The parties have agreed to the following:-

(a) RPL is a process to give recognition to workers for the skill and knowledge that they already have. The RPL process involves assessment against agreed standards to obtain credits leading to certification.

(b) In companies implementing the Five Grade system, all workers wishing to be assessed for the purpose of RPL in terms of unit standards required by the company for the employees' current occupations shall be allowed this opportunity. The time-frame for this assessment shall be agreed between worker representatives and management at company level. In companies not implementing the Five Grade system, assessment for the purpose of RPL shall take place by mutual agreement.

(c) No worker shall be obliged to participate in the RPL process.

(d) No worker can be downgraded as a result of the RPL process.

(e) Workers shall be assessed in a language of their own choice, insofar as this is practicable at the company concerned.

(f) All decisions relating to the RPL process shall be decided on by the unions and employers jointly at national level.

(g) RPL is not a once-off process but is an ongoing process.

2. Training Modules: Five Grade Structure –

The parties have agreed to conclude negotiations on the number of unit standards per grade, by 31 March 1998.

3. Training of Industry Employees –

(i) The employer and trade union parties have agreed that workers identified in subparagraph (ii) shall have access to paid training which will provide them with career development opportunities. Such paid training shall be appropriate to the needs of the organisation and the industry.

(ii) In order to achieve this objective management shall jointly consider with worker representatives, at company level, appropriate training programmes to address identified skill deficiencies, the amount of training required and the identification of which employees require training.

(iii) The above provisions will not affect existing company-level training arrangements falling outside this framework.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE C

THE SKILLS DEFINITIONS ACCOMPANYING THE NEW FIVE-GRADE STRUCTURE

The prime objective of the proposed definitions is to move from the current individual task descriptions to one which defines an employee's area and scope of work in terms of competently held skills. In other words, at the end of the restructuring period the only restriction on any employee's work is whether he or she is formally skilled to carry out a particular task. This situation currently only exists with artisans who can be legally asked to carry out any task that lies within their discipline.

The position cannot be achieved overnight, for a number of reasons. Firstly, it will take a few years to reorganise the training infrastructure to provide for standardised modular training at all levels of the new career structure. Even if such modules were available it would not be economically feasible to bring all engineering employees up to the levels of formal skill required by the grade in which they have been placed by virtue of the current wage level. Finally, it will take a considerable period of 'cultural' adjustment for the industry to understand the new system and take maximum productivity advantage of it.

For these reasons, it is essential that the parties see the foreseeable future (i. e. until the new industry training framework is in place) as a period of transition where it will be necessary, because of the diversity of the industry, to live in both the new and old worlds. The definitions proposed below deal with this transition by providing some broad guidelines as to the work performed by employees at each level. It is for this reason that both a skill definition and a general scope of work definition appear at each level.

Workers will not be expected to be able to perform all of the indicative tasks in a particular grade to qualify as workers in that grade. Which particular tasks workers will be required to perform is a matter for discussion between management and workers and this will be one of the determining factors in deciding whether or not the establishment will adopt the new five-grade system.

In order to fully utilise manpower resources, all employees will perform work within their skills and capabilities. To this end, employees will accept any necessary training and be prepared, after consultation, to perform tasks within their grade as the needs of the operation require.

The requirements specified under each grade in this document will be revised and amended in line with the requirements of the to-be-agreed national training framework on an ongoing basis.

Definition of terms used in these levels

Where the expression 'formally competent in X modules' appears, this shall mean the employee has completed training modules that are recognised by the Metal and Engineering Industry Education and Training Board and, where applicable, the Plastics Industry Training Board to the specified competency standard.

The indicative tasks associated with each of the five grades will be used by the parties and the Technical Work Group in restructuring the current Main Agreement technical operations into five grades. However, specific operations that include these indicative tasks may, by agreement of the parties at central level, be graded into either a higher or lower grade, dependent upon particular circumstances. Where agreement cannot be reached by the parties on the grading of particular operations the matter will be referred to an agreed arbitrator who will decide the matter on the basis of the skill definitions and indicative tasks contained in this document, taking into account any particular circumstances that may apply. The definitions will require examination to ensure that they conform with occupational health and safety legislation and relevant licensing arrangements.

The new skill definitions of the five-grade job structure are set out below. During the period September 1996 to January 1997 all the current job descriptions of the Main Agreement will be reclassified into five grades for utilisation by those companies where the new five-grade structure is to be implemented.

This gazette is also available free online at www.gpwonline.co.za

GRADE 1

An employee at this level will undergo an induction training period, including occupational health and safety, and perform duties that are essentially of a manual and/or repetitive nature. Minimal skill, discretion and judgement is required as set procedures generally apply and the employee works mainly under direct supervision. He or she has no supervisory responsibility.

Employees will not be expected to undertake all of the following indicative tasks to qualify as a Grade 1 worker. Which particular tasks employees will be required to perform at this level is a matter for discussion between management and the affected employee(s). These tasks should, within reason and subject to current operational practices, not be in unrelated areas.

Indicative tasks

The following indicative tasks apply to this grade:

- Operation of automatic machines requiring no setting beyond the location of material and running the machine. Able to carry out basic pre-start machine inspection and lubrication.

  Operation of machines where such operation is limited to loading, setting the machine in motion, stopping and unloading the machine.
- Drilling to jigs, fixtures, stops, templets or dimples.
- Operating automatic submerged arc or gas shielded wire or flux cored wire arc welding machines (excluding setting up), butt, flash, projection, resistance or spot or arc spot or seam stud welding machine.
- Cutting to pre-set stops, grinding and/or deburring.
- Assembly of pre-manufactured components from stock requiring no interpretation or adjustments, but including deburring.
- Identification of different products and materials used in the product process of the plant in the area in which the employee works.
- The use of basic measurement tools such as a rule, tape, slip and 'no-go' gauges, etc.
- Write labels, weigh and record.
- Operate basic materials handling equipment such as pallet truck and mechanical and fixed pendant hoists.
- Packing, stocking, loading, unloading and cleaning duties in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process.
- Operating plastic production machines, including running adjustments.
- General labouring and cleaning duties, including removal of rust or coating and boiler cleaning and oiling and greasing on non-operating machinery.

GRADE 2

An employee at this level is formally competent in 'x' modules and carries out work within the area and scope of this training; or is required to exercise a limited degree of discretion and judgement that may become virtually automatic with practical experience. The employee—

1. works under direct supervision or functions as a member of a work team;
2. understands and utilises basic statistical process control procedures, including the measurement of output specifications; and
3. consistently meets the production and quality standards set for activities at this level.

Employees will not be expected to undertake all of the following indicative tasks to qualify as a Grade 2 worker. Which particular tasks employees will be required to undertake at this level is a matter for discussion between

This gazette is also available free online at www.gpwonline.co.za

management and the affected employee(s). These tasks should, within reason and subject to current operational practices, not be in unrelated areas.

Indicative tasks

The following indicative tasks apply to this grade:

- Repetition work on semi-automatic or single purpose machines or equipment, including adjustment of material or tools within clearly defined limits.
- Assembles components using basic written, spoken and/or diagrammatic instruction in a mass production assembly environment, including mechanical adjustment and the identification of parts and their location.
- Basic gas welding skills not involving codes, or oxyacetylene cutting of scrap.
- Hand-welding by mechanically fed electrodes or preliminary welding or welding in fixtures (and completion of weld when removed from the fixture.)
- Operation of pre-set machines, including random checking with fixed gauges and replacement of tipped tooling.
- Use of measurement equipment related to the functions of this grade.
- Use of power-driven materials handling equipment such as a floor-operated crane, forklift and stacker (relevant license to be held where applicable).
- Use of computer to input data, produce reports and maintain database.
- Receiving locating preparing and issuing materials, tools and/or stock from requisition lists, in tool and/or stock and/or materials stores directly linked to the shopfloor and/or production process, including—
  - picking of stock;
  - checking and recording of stock; and
  - operation of materials and handling equipment.

GRADE 3

An employee at this level is formally competent in 'x' modules and carries out work within the scope of this training; or is required to exercise a considerable degree of discretion and judgement and demonstrate a basic analytical ability. The employee—

1. works under routine supervision or functions as a member of a work team;
2. understands and can interpret statistical process control procedures, including the measurement of output specifications and the plotting of charts; and
3. consistently meets the production and quality standards set for activities at this level.

Employees will not be expected to undertake all of the following indicative tasks to qualify as a Grade 3 worker. Which particular tasks employees will be required to undertake at this level is a matter for discussion between management and the affected employee(s). These tasks should, within reason and subject to current operational practices, not be in unrelated areas.

Indicative tasks

The following indicative tasks apply to this grade:

- Use of drawings and written instructions to set up machines or installation of programs in the case of numerically controlled machines.
- Complex assembly of components or sub-assemblies that may require routine adjustment.
- Basic fault-finding, basic service and lubrication on machines or products with which the employee is familiar in line with maintenance and/or quality schedules.
- Use of keyboard or hard copy to compile statistics and records of activities up to this grade.

This gazette is also available free online at www.gpwonline.co.za

- Ability to measure accurately, including the use of precision-measuring instruments normally used in the particular work area.
- Down hand ferrous welding in a finished run.
- Operation of multi-head oxyacetylene cutting, profiling, flame planning or bevel cutting machine.
- Setting of plastic production machines.

GRADE 4

An employee at this level is formally competent in 'x' modules and carries out work within the area and scope of this training; or has the knowledge and skill to perform autonomous, non-routine tasks of some complexity and is required to exercise analytical, problem-solving and decision-making skills and exercise judgement acquired after considerable practice and experience.

The employee—

1. works from complex instructions and procedures and can generate reports in a fixed format on activities up to level four when required;
2. may assist in the provision of on-the-job-training;
3. works under or functions as a leader of a work team, and plans and organises activity in his or her immediate area of work;
4. consistently meets the production and quality standards set for activities at this level; and
5. uses tools and equipment within the scope of his or her training or competency.

Employees will not be expected to undertake all of the following indicative tasks to qualify as a Grade 4 worker. Which particular tasks employees will be required to undertake at this level is a matter for discussion between management and the affected employee(s). These tasks should, within reason and subject to current operational practices, not be in unrelated areas.

Indicative tasks

The following indicative tasks apply to this grade:

- Measure and monitor production output and quality standards within a set area or plant with available resources and equipment.
- Machinist's work, including setting up and grinding own tools and maintaining a limited number of machines in terms of their operation and basic service (excluding toolroom).
- Marking and setting out.
- Using a computer to construct simple graphs and spreadsheets.
- Inventory and store control, including supervision of Grade 2 employees in tool and/or stock and/or material stores directly linked to the shopfloor and/or production process.

GRADE 5

An employee at this level is formally competent in 'x' modules and carries out work within the area and scope of this training; or is normally a qualified artisan (or the equivalent thereof) who is able to exercise the skills and knowledge of a trade. He or she—

1. understands and applies quality control techniques;
2. exercises good interpersonal and communication skills;
3. exercises discretion within the scope of this grade;
4. works under plant level supervision or a part of a team;

This gazette is also available free online at www.gpwonline.co.za

5. performs non-artisan tasks incidental and peripheral to his or her work, including the operation of materials handling equipment and the cleaning of work areas.

GRADING OF SUPERVISORS

Supervisors will be graded in the grade immediately above that of the employees whom they supervise.

Notes:

1. In due course it will be necessary to develop further criteria for production employees who operate at an equivalent level to the qualified artisan, i.e. Grade 5.
2. The tasks listed above are merely given as an initial guide as to the types of task that are general characteristics of that particular grade.
3. Employees in any given grade may also be required to undertake work in lower grades.
4. The parties will consider the introduction of a sixth and seventh grade (above Rate A/Grade 5) during the course of the 1997/98 Main Agreement.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE D

PRODUCTIVITY BARGAINING

1. ***Objective***

Subject to the provisions of clause 37 of the Main Agreement, an employer, his employees, any employee representative body and any trade unions representing the affected employees may, by mutual agreement, enter into voluntary negotiations to conclude a productivity agreement with the objective of achieving measurable improvements in productivity performance and work life at company level in terms of the principles and guidelines contained in this Annexure.

2. ***Productivity Guidelines***

An opportunity exists for employers, employees, trade union representatives and other employee representative bodies to negotiate agreements, at company level, with the objective of achieving measurable improvements in productive performance, increase productivity, efficiency, effective utilisation of all resources, flexibility and other related objectives. The negotiations to achieve these objectives should be conducted in accordance with the following principles and guidelines:-

(a) No party may adopt one element of the five grade job and wage structure agreement annexed to this agreement without adopting all of the other components of that agreement, namely:-

(i) Multi-skilling/multi-tasking/flexibility;

(ii) The five grade job and wage model; and

(iii) Job security as set out in the five grade job and wage structure agreement.

(b) It is however recognised, in terms of the five grade job and wage structure agreement that any job requires a degree of flexibility to meet normal operational requirements and changes. Under normal circumstances, this flexibility will therefore not, for purposes of (a) above, constitute an element of the job and wage structure agreement.

(c) Any wage increases, benefit improvements and/or improvements to any other working conditions and conditions of employment negotiated in terms of the productivity improvement agreement must be directly linked to measures designed and agreed by the employer, employees, trade union representatives and other employee representative bodies to achieve real gains in productivity, efficiency, effective utilisation of all resources, flexibility and other related objectives. Any wage and/or benefit increases resulting from productivity gains shall be shared among the workers concerned. These gains shall be reflected separately from normal earnings. At company-level the parties shall determine how these productivity gains will be shared.

(d) All work re-organisation and other related issues undertaken within the context of this clause shall be a matter for negotiations including new methods and approaches to work and work organisation.

(e) Changes negotiated in terms of this procedure at the workplace, must be genuine, be in accordance with the objectives and principles of this Annexure, be designed to improve efficiency and enhance productivity and living standards without compromising health, safety and environmental standards.

(f) It is the express intention of the parties to the Bargaining Council that the decision whether or not to negotiate and introduce productivity and efficiency improvement agreements at company level should be a voluntary one on both sides.

This gazette is also available free online at www.gpwonline.co.za

(g) Any productivity agreement concluded, in terms of this agreement, shall be recorded in writing and signed by the employer, any trade unions representing the affected employees and/or employee representative body and should contain the following elements:-

(i) The parties to the agreement including any representative trade unions and employee representative bodies;

(ii) The date of the implementation, period of operation, termination provisions and renegotiation of productivity targets where appropriate;

(iii) Details of the relevant wage increases, bonus, benefit improvement and/or improvements to any other working conditions and conditions of employment in accordance with the terms of the productivity improvement agreement;

(iv) A commitment to the disclosure of any relevant available information appropriate to the attainment of the objectives of the productivity agreement in accordance with the provisions of the Act;

(v) A statement of intent with regard to the overall purpose and objectives of the productivity agreement.

(vi) Any relevant productivity formulae, indices, standards, targets and/or objectives appropriate to the productivity agreement;

(vii) A mechanism for evaluating the scheme on an on-going basis and for making adjustments in the light of developments and changing circumstances;

(viii) A feedback and communication system to inform employees and their representatives of targets reached, standards met and the applicable incentive rewards;

(ix) A dispute resolution procedure; and

(x) Details of how the productivity gains will be shared at company-level.

3. Any agreement entered into in terms of this section shall be submitted to the National Bargaining Council for record purposes.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE E

EMPLOYEE SHARE OPTION PARTICIPATION SCHEMES (ESOPS) AND THE REQUIREMENTS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT (BBBEE Act)

The parties have agreed:

i. That in compliance with the objectives of black ownership targets as set out in terms of the BBBEE Act and Codes, it is desirable to consider broadening the ownership of businesses through, amongst other initiatives, the establishment of broad based employee ownerships schemes (Esops).

ii. That Esops, properly implemented, can assist in the promotion of an inclusive, ownership culture and thereby contribute to the broadening of the foundation of shared interests between employees and the company

iii. That the establishment of Esops is a voluntary choice of the shareholders in deciding how the company is to comply with the ownership criteria contained in the BBBEE Act and related Codes

iv. That where companies decide to implement Esops the following broad guidelines are recommended for the Esop establishment process:

- That the company will develop the desired allocation, financial, legal, governance and benefit model of the Esop
- That the parties engage in a consultative, consensus seeking process in the roll out and administration of the Esop in order to enhance the value creation, benefit realization and overall understanding of the scheme by all parties.
- That Esops should be structured on non-racial, equal allocation criteria within the bargaining unit in particular
- That the Esop outcomes should create sustainable financial, legal, company and employee empowerment benefits that deliver long term value and savings benefits to the beneficiaries
- That the Esop implementation process should be complemented by an effective education and communication program for the trustees and beneficiaries during both the establishment processes and the ongoing management of the trust after establishment
- That the Esop Trust should be adequately resourced with company, employee beneficiary, and independent trustees and have sufficient independent operational capacity for the Trust to be effectively managed to the highest standards of corporate governance on forum
- behalf of beneficiaries

v. That they will engage constructively in the Esop consultative processes with the specific understanding that the establishment of employee ownership is about forging labour-management partnerships to create shared wealth, grow that wealth and enhance the understanding of all stakeholders about the value drivers of the company.

This gazette is also available free online at www.gpwonline.co.za

vi. Upon these guidelines being substantively agreed by the industry, organised labour specifically commits to work in partnership with the employer parties to:

a. *At industry level:*

i. jointly promote in the NEDLAC Metals and Engineering Sector Summit planning committee, and any subsequent industry Codes which may emerge from this process, a customisation of the ownership portion of the scorecard contained in the DTI Codes of Good Practice, in favour of maximising ownership points to secure the full and unfettered allocated ownership points to any company in the industry that enters an employee ownership transaction in substantive compliance with the terms of this guideline

ii. where requested by a member company or union, to collaboratively engage parties at company level to assist in building partnerships around employee ownership solutions in a facilitated, problem solving and consultative way

iii. jointly market and promote consultative, partnership driven processes to establish employee ownership at company level in public fora and training interventions

b. *At company level to*

i. support company ownership accreditation applications and lobby for the maximisation of ownership points with the relevant authorities and/or ratings agencies wherever companies have entered an employee ownership transaction in substantive compliance with the terms of this guideline

ii. participate positively in collaborative and joint communication and education processes to promote the understanding of employee beneficiaries of the ownership transaction.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE F

CODE OF GOOD PRACTICE ON KEY ASPECTS OF HIV/AIDS AND EMPLOYMENT

1. INTRODUCTION

1.1 The Human Immunodeficiency Virus (HIV) and the Acquired Immune deficiency Syndrome (AIDS) are serious public health problems which, have socio economic, employment and human rights implications.

1.2 It is recognised that the HIV/AIDS epidemic will affect every workplace, with prolonged staff illness, absenteeism, and death impacting on productivity, employee benefits, occupational health and safety, production costs and workplace morale.1

1.3 HIV knows no social, gender, age or racial boundaries, but it is accepted that socio-economic circumstances do influence disease patterns. HIV thrives in an environment of poverty, rapid urbanisation, violence and destabilisation. Transmission is exacerbated by disparities in resources and patterns of migration from rural to urban areas. Women, particularly are more vulnerable to infection in cultures and economic circumstances where they have little control over their lives.

1.4 Furthermore HIV/AIDS is still a disease surrounded by ignorance, prejudice, discrimination and stigma. In the workplace unfair discrimination against people living with HIV and AIDS has been perpetuated through practices such as pre-employment HIV testing, dismissals for being HIV positive and the denial of employee benefits.

1.5 One of the most effective ways of reducing and managing the impact of HIV/AIDS in the workplace is through the implementation of an HIV/AIDS policy and program. Addressing aspects of HIV/AIDS in the workplace will enable employers, trade unions and government to actively contribute towards local, national and international efforts to prevent and control HIV/AIDS. In light of this, the Code has been developed as a guide to employers, trade unions and employees.

1.6 Furthermore the Code seeks to assist with the attainment of the broader goals of:

- Eliminating unfair discrimination in the workplace based on HIV status;
- Promoting a non-discriminatory workplace in which people living with HIV or AIDS are able to be open about their HIV status without fear of stigma or rejection;
- Promoting appropriate and effective ways of managing HIV in the workplace;
- Creating a balance between the rights and responsibilities of all parties; and
- Giving effect to the regional obligation of the Republic as a member of the Southern African Development Community.

The HIV/AIDS Technical Assistance Guidelines have been published by the Department of Labour and is available from all their offices.

It provides comprehensive guidelines on how to manage HIV/AIDS in the workplace.

This gazette is also available free online at www.gpwonline.co.za

2. OBJECTIVES

2.1 The Code's primary objective is to set out guidelines for employers and trade unions to implement so as to ensure individuals with HIV infection are not unfairly discriminated against in the workplace. This includes provisions regarding:

(i) creating a non-discriminatory work environment;
(ii) dealing with HIV testing, confidentiality and disclosure;
(iii) providing equitable employee benefits;
(iv) dealing with dismissals; and
(v) managing grievance procedures.

2.2 The Code's secondary objective is to provide guidelines for employers, employees and trade unions on how to manage HIV/AIDS within the workplace. Since the HIV/AIDS epidemic impacts upon the workplace and individuals at a number of different levels, it requires a holistic response which takes all of these factors into account. The Code therefore includes principles, which are dealt with in more detail under the statutes listed in item 5.1, on the following:

(i) creating a safe working environment for all employers and employees;
(ii) developing procedures to manage occupational incidents and claims for compensation;
(iii) introducing measures to prevent the spread of HIV;
(iv) developing strategies to assess and reduce the impact of the epidemic upon the workplace; and
(v) supporting those individuals who are infected or affected by HIV/AIDS so that they may continue to work productively for as long as possible.

2.3 In addition, the Code promotes the establishment of mechanisms to foster co-operation at the following levels:

(i) between employers, employees and trade unions in the workplace; and
(ii) between the workplace and other stakeholders at a sectoral, local, provincial and national level.

3. POLICY PRINCIPLES

3.1 The promotion of equality and non-discrimination between individuals with HIV infection and those without and between HIV/AIDS and other comparable health/medical conditions.

3.2 The creation of a supportive environment so that HIV infected employees are able to continue working under normal conditions in their current employment for as long as they are medically fit to do so.

3.3 The protection of human rights and dignity of people living with HIV or AIDS is essential to the prevention and control of HIV/AIDS.

3.4 HIV/AIDS impacts disproportionately on women and this should be taken into account in the development of workplace policies and programs.

3.5 Consultation, inclusivity and encouraging full participation of all stakeholders are key principles which should underpin every HIV/AIDS policy and program.

This gazette is also available free online at www.gpwonline.co.za

4. APPLICATION AND SCOPE

4.1 All employers and employees, and their respective organisations are encouraged to use this Code to develop, implement and refine their HIV/AIDS policies and programs to suit the needs of their workplaces.

4.2 For the purposes of this code, the term "workplace" should be interpreted more broadly than the definition given in the Labour Relations Act, Act 66 of 1995, Section 213, to include the working environment of, amongst others, persons not necessarily in an employer-employee relationship, those working in the informal sector and the self-employed.

4.3 This Code however does not impose any legal obligation in addition to those in the Employment Equity Act and Labour Relations Act, or in any other legislation referred to in the Code. Failure to observe it does not, by itself, render an employer liable in any proceedings, except where the Code refers to obligations set out in law.

4.4 The Code should be read in conjunction with other codes of good practice that may be issued by the Minister of Labour.

5. LEGAL FRAMEWORK

5.1 The Code should be read in conjunction with the Constitution of South Africa Act, No. 103 of 1996, and all relevant Legislation which includes the following:

(i) Employment Equity Act, No. 55 of 1998;
(ii) Labour Relations Act, No. 66 of 1995;
(iii) Occupational Health and Safety Act, No. 85 of 1993;
(iv) Mine Health and Safety Act, No. 29 of 1996;
(v) Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993;
(vi) Basic Conditions of Employment Act, No. 75 of 1997;
(vii) Medical Schemes Act, No. 131 of 1998; and
(viii) Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000.

5.2 The contents of this code should be taken into account when developing, implementing or reviewing any workplace policies or programs in terms of the statutes listed above.

5.3 The following are selected, relevant sections contained in certain of the above-mentioned legislation. These should be read in conjunction with other legislative provisions.

5.3.1 The Code is issued in terms of Section 54(1)(a) of the Employment Equity Act, No. 55 of 1998 and is based on the principle that no person may be unfairly discriminated against on the basis of their HIV status. In order to assist employers and employees to apply this principle consistently in the workplace, the Code makes reference to other pieces of legislation.

5.3.2 Section 6(1) of the Employment Equity Act provides that no person may unfairly discriminate against an employee, or an applicant for employment, in any employment policy or practice, on the basis of his or her HIV status. In any legal proceedings in which it is alleged that any employer has discriminated unfairly, the employer must prove that any discrimination or differentiation was fair.

This gazette is also available free online at www.gpwonline.co.za

5.3.3 No employee, or applicant for employment, may be required by their employer to undergo an HIV test in order to ascertain their HIV status. HIV testing by or on behalf of an employer may only take place where the Labour Court has declared such testing to be justifiable in accordance with Section 7(2) of the Employment Equity Act.

5.3.4 In accordance with Section 187 (1)(f) of the Labour Relations Act, No. 66 of 1995, an employee with HIV/AIDS may not be dismissed simply because he or she is HIV positive or has AIDS. However where there are valid reasons related to their capacity to continue working and fair procedures have been followed, their services may be terminated in accordance with Section 188 (1)(a)(i).

5.3.5 In terms of Section 8(1) of the Occupational Health and Safety Act, No. 85 of 1993, an employer is obliged to provide, as far as is reasonably practicable, a safe workplace. This may include ensuring that the risk of occupational exposure to HIV is minimised.

5.3.6 Section 2(1) and Section 5(1) of the Mine Health and Safety Act, No. 29 of 1996 provides that an employer is required to create, as far as reasonably practicable, a safe workplace. This may include ensuring that the risk of occupational exposure to HIV is minimised.

5.3.7 An employee who is infected with HIV as a result of an occupational exposure to infected blood or bodily fluids, may apply for benefits in terms of Section 22(1) of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

5.3.8 In accordance with the Basic Conditions of Employment Act, No. 75 of 1997, every employer is obliged to ensure that all employees receive certain basic standards of employment, including a minimum number of days sick leave [Section 22 (2)].

5.3.9 In accordance with Section 24(2)(e) of the Medical Schemes Act, No. 131 of 1998, a registered medical aid scheme may not unfairly discriminate directly or indirectly against its members on the basis of their "state of health". Further in terms of Section 67 (1)(9) regulations may be drafted stipulating that all schemes must offer a minimum level of benefits to their members.

5.3.10 In accordance with both the common law and Section 14 of the Constitution of South Africa Act, No. 108 of 1996, all persons with HIV or AIDS have a right to privacy, including privacy concerning their HIV or AIDS status. Accordingly there is no general legal duty on an employee to disclose his or her HIV status to their employer or to other employees.

6. PROMOTING A NON-DISCRIMINATORY WORK ENVIRONMENT

6.1 No person with HIV or AIDS shall be unfairly discriminated against within the employment relationship or within any employment policies or practices, including with regard to:

(i) recruitment procedures, advertising and selection criteria;
(ii) appointments, and the appointment process, including job placement;
(iii) job classification or grading
(iv) remuneration, employment benefits and terms and conditions of employment;
(v) employee assistance programs;
(vi) job assignments;
(vii) the workplace and facilities;
(viii) occupational health and safety;
(ix) training and development;

This gazette is also available free online at www.gpwonline.co.za

(x) performance evaluation systems;
(xi) promotion, transfer and demotion;
(xii) disciplinary measures short of dismissal; and
(xiii) termination of services.

6.2 To promote a non-discriminatory work environment based on the principle of equality, employers and trade unions should adopt appropriate measures to ensure that employees with HIV and AIDS are not unfairly discriminated against and are protected from victimisation through positive measures such as:

(i) preventing unfair discrimination and stigmatisation of people living with HIV or AIDS through the development of HIV/AIDS policies and programs for the workplace;
(ii) awareness, education and training on the rights of all persons with regard to HIV and AIDS;
(iii) mechanisms to promote acceptance and openness around HIV/AIDS in the workplace;
(iv) providing support for all employees infected or affected by HIV and AIDS; and
(v) grievance procedures and disciplinary measures to deal with HIV-related complaints in the workplace.

7. HIV TESTING, CONFIDENTIALITY AND DISCLOSURE

7.1 HIV Testing

7.1.1 No employer may require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing.

7.1.2 Whether Section 7(2) of the Employment Equity Act prevents an employer – provided health service supplying a test to an employee who requests a test, depends on whether the Labour Courts would accept that an employee can knowingly agree to waive the protection in the section. This issue has not yet been decided by the courts.2

2 The Employment Equity Act does not make it a criminal for an employer to conduct a test in violation of section 7(2). However an employee who alleges that his or her right not to be tested has been violated mar refer a dispute to the CCMA for conciliation, and if this does not resolve the dispute, to the Labour Court for determination.

7.1.3 In implementing the sections below, it is recommended that parties take note of the position set out in item 7.1.2.

7.1.4 Authorised testing

Employers must approach the Labour Court for authorisation in, amongst others, the following circumstances:

(i) during an application for employment;
(ii) as a condition of employment;
(iii) during procedures related to termination of employment;
(iv) as an eligibility requirement for training or staff development programs; and
(v) as an access requirement to obtain employee benefits.

This gazette is also available free online at www.gpwonline.co.za

7.1.5 Permissible testing

(a) An employer may provide testing to an employee who has requested a test in the following circumstances:

(i) as part of a health care service provided in the workplace;
(ii) in the event of an occupational accident carrying a risk of exposure to blood or other body fluids;
(iii) for the purposes of applying for compensation following an occupational accident involving a risk of exposure to blood or other body fluids.

(b) Furthermore, such testing may only take place within the following defined conditions:

(i) at the initiative of an employee;
(ii) within a health care worker and employee-patient relationship;
(iii) with informed consent and pre-and post-test counseling, as defined by the Department of Health's National Policy on Testing for HIV; and
(iv) with strict procedures relating to confidentiality of an employee's HIV status as described in clause 7.2 of this Code.

7.1.6 All testing, including both authorised and permissible testing, should be conducted in accordance with the Department of Health's National Policy on Testing for HIV issued in terms of the National Policy for Health Act, No.116 of 1990.

7.1.7 Informed consent means that the individual has been provided with information, understands it and based on this has agreed to undertake the HIV test. It implies that the individual understands what the test is, why it is necessary, the benefits, risks, alternatives and any possible social implications of the outcome.

7.1.8 Anonymous, unlinked surveillance or epidemiological HIV testing in the workplace may occur provided it is undertaken in accordance with ethical and legal principles regarding such research.3 Where such research is done, the information obtained may not be used to unfairly discriminate against individuals or groups of persons. Testing will not be considered anonymous if there is a reasonable possibility that a person's HIV status can be deducted from the results.

3 See amongst others the Department of Health's National Policy for Testing for HIV and the Biological Hazardous Agents Regulations.

7.2 Confidentiality and Disclosure

7.2.1 All persons with HIV or AIDS have the legal right to privacy. An employee is therefore not legally required to disclose his or her HIV status to their employer or to other employees.

7.2.2 Where an employee chooses to voluntarily disclose his or her HIV status to the employer or to other employees, this information may not be disclosed to others without the employee's express written consent. Where written consent is not possible, steps must be taken to confirm that the employee wishes to disclose his or her status.

7.2.3 Mechanisms should be created to encourage openness, acceptance and support for those employers and employees who voluntarily disclose their HIV status within the workplace, including:

(i) encouraging persons openly living with HIV or AIDS to conduct or participate in education, prevention and awareness programs;

This gazette is also available free online at www.gpwonline.co.za

(ii) encouraging the development of support groups for employees living with HIV or AIDS;
(iii) ensuring that persons who are open about their HIV or AIDS status are not unfairly discriminated against or stigmatised.

8. PROMOTING A SAFE WORKPLACE

8.1 An employer is obliged to provide and maintain, as far as is reasonably practicable, a workplace that is safe and without risk to the health of its employees.

8.2 The risk of HIV transmission in the workplace is minimal. However occupational accidents involving bodily fluids may occur, particularly in the health care professions. Every workplace should ensure that it complies with the provisions of the Occupational Health and Safety Act, including the Regulations on Hazardous Biological Agents, and the Mine Health and Safety Act, and that its policy deals with, amongst others:

(i) the risk, if any, of occupational transmission within the particular workplace;
(ii) appropriate training, awareness, education on the use of universal infection control measures so as to identify, deal with and reduce the risk of HIV transmission in the workplace;
(iii) providing appropriate equipment and materials to protect employees from the risk of exposure to HIV;
(iv) the steps that must be taken following an occupational accident including the appropriate management of occupational exposure to HIV and other blood borne pathogens, including access to post-exposure prophylaxis;
(v) the procedures to be followed in applying for compensation for occupational infection;
(vi) the reporting of all occupational accidents; and
(vii) adequate monitoring of occupational exposure to HIV to ensure that the requirements of possible compensation claims are being met.

9. COMPENSATION FOR OCCUPATIONALLY ACQUIRED HIV

9.1 An employee may be compensated if he or she becomes infected with HIV as a result of an occupational accident, in terms of the Compensation for Occupational Injuries and Diseases Act.

9.2 Employers should take reasonable steps to assist employees with the application for benefits including:

(i) providing information to affected employees on the procedures that will need to be followed in order to qualify for a compensation claim; and
(ii) assisting with the collection of information which will assist with proving that the employees were occupationally exposed to HIV infected blood.

9.3 Occupational exposure should be dealt with in terms of the Compensation for Occupational Injuries and Diseases Act. Employers should ensure that they comply with the provisions of this Act and any procedure or guideline issued in terms thereof.

10. EMPLOYEE BENEFITS

10.1 Employees with HIV or AIDS may not be unfairly discriminated against in the allocation of employee benefits.

10.2 Employees who become ill with AIDS should be treated like any other employee with a comparable life threatening illness with regard to access to employee benefits.

This gazette is also available free online at www.gpwonline.co.za

10.3 Information from benefit schemes on the medical status of an employee should be kept confidential and should not be used to unfairly discriminate.

10.4 Where an employer offers a medical scheme as part of the employee benefit package it must ensure that this scheme does not unfairly discriminate, directly or indirectly, against any person on the basis of his or her HIV status.

11. DISMISSAL

11.1 Employees with HIV/AIDS may not be dismissed solely on the basis of their HIV/AIDS status.

11.2 Where an employee has become too ill to perform their current work, an employer is obliged to follow accepted guidelines regarding dismissal for incapacity before terminating an employee's services, as set out in the Code of Good Practice on Dismissal contained in Schedule 8 of the Labour Relations Act.

11.3 The employer should ensure that as far as possible, the employee's right to confidentiality regarding his or her HIV status is maintained during any incapacity proceedings. An employee cannot be compelled to undergo an HIV test or to disclose his or her HIV status as part of such proceedings unless the Labour Court authorised such a test.

12. GRIEVANCE PROCEDURES

12.1 Employers should ensure that the rights of employees with regard to HIV/AIDS, and the remedies available to them in the event of a breach of such rights, become integrated into existing grievance procedures.

12.2 Employers should create an awareness and understanding of the grievance procedures and how employees can utilise them.

12.3 Employers should develop special measures to ensure the confidentiality of the complainant during such proceedings, including ensuring that such proceedings are held in private

13. MANAGEMENT OF HIV IN THE WORKPLACE

13.1 The effective management of HIV/AIDS in the workplace requires an integrated strategy that includes, amongst other, the following elements:

13.1.1 An understanding and assessment of the impact of HIV/AIDS on the workplace; and

13.1.2 Long and short term measures to deal with and reduce this impact, including

(i) An HIV/AIDS Policy for the workplace

(ii) HIV/AIDS Programs, which would incorporate:

(a) Ongoing sustained prevention of the spread of HIV among employees and their communities;

(b) Management of employees with HIV so that they are able to work productively for as long as possible; and

(c) Strategies to deal with the direct and indirect costs of HIV/AIDS in the workplace.

This gazette is also available free online at **www.gpwonline.co.za**

14. ASSESSING THE IMPACT OF HIV/AIDS ON THE WORKPLACE

14.1 Employers and trade unions should develop appropriate strategies to understand, assess and respond to the impact of HIV/AIDS in their particular workplace and sector. This should be done in co-operation with sectoral, local, provincial and national initiatives by government, civil society and non-governmental organisations.

14.2 Broadly, impact assessments should include:

(i) Risk profiles; and
(ii) Assessment of the direct and in direct costs of HIV/AIDS.

14.3 Risk profiles may include an assessment of the following:

(i) The vulnerability of individual employees or categories of employees to HIV infection;
(ii) The nature and operations of the organisation and how these may increase susceptibility to HIV infection (e.g. migration or hostel dwellings);
(iii) A profile of the communities from which the organisation draws its employees;
(iv) A profile of the communities surrounding the organisation's place of operation; and
(v) An assessment of the impact of HIV/AIDS upon their target markets and client base.

14.4 The assessments should also consider the impact that the HIV/AIDS epidemic may have on:

(i) Direct costs such as to employee benefits, medical costs and increased costs related to staff turnover such as training and recruitment costs and the costs of implementing an HIV/AIDS program;

(ii) Indirect costs such as costs incurred as a result of increased absenteeism, employee morbidity, loss of productivity, a general decline in workplace morale and possible workplace disruption.

14.5 The cost effectiveness of any HIV/AIDS interventions should also be measured as part of an impact assessment.

15. MEASURES TO DEAL WITH HIV/AIDS WITHIN THE WORKPLACE

15.1 A Workplace HIV/AIDS Policy

15.1.1 Every workplace should develop an HIV/AIDS policy, in order to ensure that employees affected by HIV/AIDS are not unfairly discriminated against in employment policies and practices. This policy should cover:

(i) the organisation's position on HIV/AIDS;

(ii) an outline of the HIV/AIDS program;

(iii) details on employment policies (e.g. position regarding HIV testing, employee benefits, performance and procedures to be followed to determine medical incapacity and dismissal);

(iv) express standards of behaviour expected of employers and employees and appropriate measures to deal with deviations from these standards;

(v) grievance procedures in line with item 12 of this Code;

(vi) set out the means of communication within the organisation on HIV/AIDS issues;

This gazette is also available free online at www.gpwonline.co.za

(vii) details of employee assistance available to persons affected by HIV/AIDS;

(viii) details of implementation and co-ordination responsibilities; and monitoring and evaluation mechanisms.

(ix) Monitoring and evaluation mechanisms.

4 This policy could either be a specific policy on HIV/AIDS, or could be incorporated in a policy on life threatening illness.

15.1.2 All policies should be developed in consultation with key stakeholders within the workplace including trade unions, employee representatives, occupational health staff and the human resources department.

15.1.3 The policy should reflect the nature and needs of the particular workplace.

15.1.4 Policy development and implementation is a dynamic process, so the workplace policy should be:
(i) communicated to all concerned;
(ii) routinely reviewed in light of epidemiological and scientific information; and
(iii) monitored for its successful implementation and evaluated for its effectiveness.

15.2 Developing Workplace HIV/AIDS Programs

15.2.1 It is recommended that every workplace works towards developing and implementing a workplace HIV/AIDS program aimed at preventing new infections, providing care and support for employees who are infected or affected, and managing the impact of the epidemic in the organisation.

15.2.2 The nature and extent of a workplace program should be guided by the needs and capacity of each individual workplace. However, it is recommended that every workplace program should attempt to address the following in co-operation with the sectoral, local, provincial and national initiatives:

(i) hold regular HIV/AIDS awareness programs;
(ii) encourage voluntary testing;
(iii) conduct education and training on HIV/AIDS;
(iv) promote condom distribution and use;
(v) encourage health seeking behaviour for STD's;
(vi) enforce the use of universal infection control measures;
(vii) create an environment that is conducive to openness, disclosure and acceptance amongst all staff;
(viii) endeavour to establish a wellness program for employees affected by HIV/AIDS;
(ix) provide access to counseling and other forms of social support for people affected by HIV/AIDS;
(x) maximise the performance of affected employees through reasonable accommodation, such as investigations into alternative sick leave allocation;
(xi) develop strategies to address direct and indirect costs associated with HIV/AIDS in the workplace, as outlined under item 14.4;
(xii) regularly monitor, evaluate and review the program.

15.2.3 Employers should take all reasonable steps to assist employees with referrals to appropriate health, welfare and psychosocial facilities within the community, if such services are not provided at the workplace.

This gazette is also available free online at www.gpwonline.co.za

16. INFORMATION AND EDUCATION

16.1 The Department of Labour should ensure that copies of this code are available and accessible.

16.2 Employers and employer organisations should include the Code in their orientation, education and training programs of employees.

16.3 Trade unions should include the Code in their education and training programs of shop stewards and employees.

GLOSSARY

Affected employee:	an employee who is affected in any way by HIV/AIDS e.g. if the have a partner or a family member who is HIV positive.
AIDS:	AIDS is the acronym for "acquired immune deficiency syndrome". AIDS is the clinical definition given to the onset of certain life-threatening infections in persons whose immune systems have ceased to function properly as a result of infection with HIV.
Epidemiological:	the study of disease patterns, causes, distribution and mechanisms of control in society.
HIV:	HIV is the acronym for "human immuno deficiency virus". HIV is a virus which attacks and may ultimately destroy the body's natural immune system.
HIV testing:	taking a medical test to determine a person's HIV status. This may include written or verbal questions inquiring about previous HIV tests, questions related to the assessment of 'risk behaviour' (for example questions regarding sexual practices, the number of sexual partners or sexual orientation); and any other indirect methods designed to ascertain an employee's or job applicant's HIV status.
HIV positive:	having tested positive for HIV infection.
Infected employee:	an employee who has tested positive for HIV or who has been diagnosed as having HIV/AIDS.
Informed consent:	a process of obtaining consent from a patient which ensures that the person fully understands the nature and implications of the test before giving his or her agreement to it.
Policy:	a document setting out an organisation's position on a particular issue.
Pre and post test Counseling:	a process of counseling which facilities an understanding of the nature and purpose of the HIV test. It examines what advantages and disadvantages the test holds for the person and the influence the result, positive or negative, will have on them.
Reasonable Accommodation:	means any modification or adjustment to a job or to the workplace that is reasonably practicable and will enable a person living with HIV or AIDS to have access to or participate or advance in employment.
STD's:	acronym for "sexually transmitted diseases". These are infections passed from one person to another during sexual intercourse, including syphilis, gonorrhea and HIV.

This gazette is also available free online at www.gpwonline.co.za

Surveillance testing:	This is anonymous, unlinked testing which is done in order to determine the incidence and prevalence of disease within a particular community or group to provide information to control, prevent and manage the disease. (new Annexure F inserted by Government Notice R.1051 of 20 October 2001)

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE G

ATTENDANCE OF WORKER REPRESENTATIVES ON NATIONAL AND REGIONAL BARGAINING COUNCIL COMMITTEES

- The employer and trade union parties agree that it is important that workers representatives, appointed by the unions to serve on the Bargaining Council National and Regional Committees, should participate at that level.
- To this end the trade unions will by 31 January of each year, notify the Council Secretary in writing of the names and contact details of the union worker representatives appointed to serve on these National and Regional Committees.
- The Council will maintain a register of these union representatives.
- The Council will, during February each year, notify the companies concerned of the appointment of their employees onto the specific Bargaining Council Committee/s and of the scheduled meeting dates of the committee/s for the year ahead.
- Where the company is unable, for operational or other valid reasons to accept the absence of the employee on the dates concerned it shall immediately communicate with the Council in order that the problem be addressed. The Council Secretary may call upon a senior trade union official and employer representatives to assist in attempting to achieve an amicable resolution of the problem, including meeting with the employer in order to address the specific problems identified.
- Absence from the workplace to attend each scheduled meeting must be based on reasonable prior notice of the meeting to the employer supported by the presentation of the Agenda of the Meeting by the worker representative.
- The representative's traveling and accommodation expenses will be borne by the Council.

This gazette is also available free online at www.gpwonline.co.za

ANNEXURE H

CONSTRUCTION SITES COVERED BY A PROJECT LABOUR AGREEMENT

1. General provisions:

1.1 The provisions of this Annexure are confined to employers and employees operating on multi-disciplinary construction sites (i.e. sites where metal, electrical contracting, piping, civil and building activities are being undertaken) where a Project Labour Agreement (PLA) or equivalent agreement has been negotiated, or an exemption to apply these provisions to a specific construction site has been granted by a national committee representing the signatories to this Annexure and the Council.

1.2 The provisions of this Annexure shall only be applied to a construction site where a Project Labour Agreement or equivalent has been negotiated or where an exemption to apply these provisions has been granted by a national committee

1.3 The aim of this section is ensure commonality of conditions of employment between the various industries working together on a construction site.

1.4 For the purposes of this section *"construction site"* within the context of the provisions of subclause 1.1 above means an area where:

(a) A structure including but not limited to a building, a plant, a pipeline, and a tower is being erected or built; and/or

(b) Refurbishment, overhaul, maintenance, alteration upgrading etc of an existing structure referred to in (a) above.

(c) Shipbuilding and/or ship repair work is specifically excluded from the definition of "construction site".

1.5 "Project Labour Agreement (PLA) or equivalent agreement" means an agreement entered into between the parties concerned regulating specific conditions applicable to the specific construction site concerned, including the agreed wage structure.

1.6 In order to ensure flexibility and commonality on construction sites, the parties may agree in a PLA to:

- Work normal time of up to 45 hours per week;
- Structure the working week;
- Pay Sunday time as normal time until the normal working hours have been made up

1.7 The standard wage rates payable to the scheduled employees reflected on the schedule herein, on a specific construction site will be subject to the provisions of clause 1.1 above.

This gazette is also available free online at www.gpwonline.co.za

A. FROM THE COMING INTO OPERATION OF THIS AGREEMENT 1 JULY 2021 TO 30 JUNE 2022

Any person who is able to demonstrate that he/she has obtained previous knowledge and skills of working on a construction site, and is able to perform work in a higher grade, and subject to such work being available may not be employed in Grade (a), Grade 1 and Grade 2 and on the rates herein unless the employee elects otherwise. The period that an employee may be remunerated on Grade 1(a) and 2(a) rates will be the subject of a PLA, but shall not be longer than 4 months.

Grade	Current Minimum Scheduled Rates	Percentage Increase on Scheduled Wage Rates	Guaranteed Rand and cents Increase per hour	New Minimum Scheduled Rates
5	84.75	5.00	4,24	88,99
4	78,41	5.00	3,92	82,33
3	68,35	5.50	3,76	72,11
2	56,88	5.77	3,28	60,16
2(a)	47,68	6.00	2,86	50,54
1		**Rate 1 and 1(a) to be aligned with the wage rate applicable to the general worker rate in the bargaining council for the civil engineering industry.**		
1(a)				

B. FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023

Any person who is able to demonstrate that he/she has obtained previous knowledge and skills of working on a construction site, and is able to perform work in a higher grade, and subject to such work being available may not be employed in Grade (a), Grade 1 and Grade 2 and on the rates herein unless the employee elects otherwise. The period that an employee may be remunerated on Grade 1(a) and 2(a) rates will be the subject of a PLA, but shall not be longer than 4 months.

Grade	Current Minimum Scheduled Rates	Percentage Increase on scheduled Wage Rates	Guaranteed Rand and cents Increase per hour	New Minimum Scheduled Rates
5	88,99	5,00	4,45	93,44
4	82,33	5,00	4,12	86,45
3	72,11	5,50	3,97	76,08
2	60,16	5,77	3,47	63,63
2(a)	50,54	6.00	3,03	53,57
1		**Rate 1 and 1(a) to be aligned with the wage rate applicable to the general worker rate in the bargaining council for the civil engineering industry.**		
1(a)				

This gazette is also available free online at www.gpwonline.co.za

C. FOR THE PERIOD 1 JULY 2023 TO 30 JUNE 2024

Any person who is able to demonstrate that he/she has obtained previous knowledge and skills of working on a construction site, and is able to perform work in a higher grade, and subject to such work being available may not be employed in Grade (a), Grade 1 and Grade 2 and on the rates herein unless the employee elects otherwise. The period that an employee may be remunerated on Grade 1(a) and 2(a) rates will be the subject of a PLA, but shall not be longer than 4 months.

Grade	Current Minimum Scheduled Rates	Percentage Increase on Scheduled Wage Rates	Guaranteed Rand and cents Increase per hour	New Minimum Scheduled Rates
5	93,44	5,00	4,67	98,11
4	86,45	5,00	4,32	90,77
3	76,08	5,50	4,18	80,26
2	63,63	5,77	3,67	67,30
2(a)	53,57	6.00	3,21	56,79
1		**Rate 1 and 1(a) to be aligned with the wage rate applicable to the general worker rate in the bargaining council for the civil engineering industry.**		
1(a)				

1.9 Any PLA in existence at the date of coming into operation of this Agreement shall remain valid until expiry of that Agreement.

2. Inclement weather:

2.1 Whenever the prescribed ordinary hours of work are reduced on account of inclement weather, it will be dealt with as follows:

2.1.1 If work is not possible any time during the first four (4) hours of work due to inclement weather then four (4) hours will be paid provided that the employee has reported for work;

2.1.2 If work is not possible any time after four (4) hours due to the inclement weather, the actual hours worked for that day will be paid;

2.1.3 If employees are informed the day before not to report for work on that or subsequent days because work will not be possible due to inclement weather, then no payment will be made for that day/s;

2.1.4 In cases where work can continue under cover, the provisions of this clause shall not apply;

2.2 Notwithstanding the above, employees shall be paid not less than 66% of their weekly wage, irrespective of the number of hours by which the hours for that week were reduced due to inclement weather.

3. Retirement benefit funds:

This gazette is also available free online at **www.gpwonline.co.za**

3.1 Employees engaged on limited duration contracts of employment during their first consecutive 12 months' employment with the same employer are not required to contribute to the Industry's benefit funds. In these circumstances the employer is required to provide death and disability cover through the Industry's benefit funds to these employees.

3.2 Where these employees have been in the continuous employ of the same employer for more than 12 months then they must participate in the Industry's benefit funds.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE I

ESTABLISHMENT OF INDUSTRY POLICY FORUM

1. Preamble

The union and employer parties, having noted the significant challenges facing the metal and engineering industry in the context of the imperative of creating and sustaining decent jobs and competitive manufacturing capability in the domestic and global market, have agreed to establish an Industry Policy Forum (hereinafter referred to as the **IPF**) under the auspices of the the Council. The parties have further agreed that in referring the matters contained in this Annexure to the IPF, each party reserves its right to negotiate on the said matter in the IPF.

2. Definition and objectives

The IPF will be tasked with having the mandate of securing agreement between the parties on changes required to promote the growth and viability of the industry as a key contributor to SA's growth, investment and employment objectives.

The purpose of the IPF shall be to provide leadership and to serve the common good of the metal and engineering industry and all its stakeholders in the furtherance of the following key goals and objectives:

- Formulate an overall strategy aimed at securing the sustainability and growth of all industry stakeholders.
- Formulate an industry view on national industrial and trade strategy
- Become a leading role-player in the national discourse on national economic policy.
- Promote international trade and provide assistance to neighboring states as they develop their industrial policies.
- Develop employment retention and job creation programs.
- Facilitate the allocation of industry funds
- Promote the well-being of all employees and employers in the industry.
- Implement programmes and strategies aimed at reducing the cost of living for employees, improving their standard of living and reducing the costs of business in the industry.
- Formulate strategies to secure the increased allocation of Merseta funds for skills training and bursaries and mechanisms to secure access to funds from the National Skills Fund.
- Identify industry challenges and threats and devise appropriate strategies to positively address these.
- Any other jointly agreed objectives and strategies aimed at the common good of the industry and all its stakeholders.

This gazette is also available free online at **www.gpwonline.co.za**

3. Terms of reference

Without limiting the scope of issues the parties will need to address in the IPF, the following matters will be addressed as part of the mandate of this committee:

➢ **Strategies to promote job retention and employment creation**

To investigate and seek consensus on all those factors that contribute to the decline of the industry in terms of output, employment, contribution to GDP etc. To design strategies and implementation plans to grow investment, skills, jobs and markets.

➢ **Strategies to modernise and transform the the Council:**

To develop strategies and implementation plans that secure the long term future of the council parties on a level playing field that is globally competitive

- Legal compliance
- Grading and new entry level minimum rates
- Small business
- Regional dispensation
- Exemptions
- Clause 37
- House agreements
- Demarcation
- Any other relevant policy

➢ **Industrial and trade policy**

To develop strategies and implementation plans and secure the consensus of the appropriate stakeholders on such matters as:

- Trade and tariff policies
- Steel pricing policies
- The importation of steel products by parastatals
- Export opportunities and demand side measures
- National power and water challenges
- Transport logistics
- Any other relevant policy

This gazette is also available free online at **www.gpwonline.co.za**

➢ **Rationalisation and optimisation of industry institutions**

To develop strategies and implementation plan to optimise the use of industry funds to achieve improvements in:

- employee housing
- training and skills development
- healthcare
- bursaries
- pensions
- any other relevant institution

4. Composition, meetings and timeframes

The composition of the forum will be two representatives per party.

The forum will invite relevant government department representatives on matters requiring government support as the parties deem appropriate.

Meetings will be convened by the CEO of the the Council within a month of the finalisation of the Main Agreement negotiation. The parties will determine their own work program, schedule and timetable inclusive of:

- Determination of issues
- Alignment of issues with the Council forums and processes
- Prioritisation of issues
- Time frames for delivery
- Resources required
- Meeting schedules
- Administrative support
- Reporting mechanisms
- Other

5. Resourcing and research capacity

To investigate the need and resource appropriately the Council to create the capacity to deliver an informed and well researched set of strategies, policies and implementation plans to effect the work of the IPF.

6. Dispute resolution

The parties will use the Council dispute resolution procedures.

This gazette is also available free online at **www.gpwonline.co.za**

7. Outstanding issues

These issues from previous negotiations and the 2021 round of negotiations include :

- Constitutional Amendments and Revision,
- Scope of the Main Agreements,
- Main Agreement Exclusions,
- Main Agreement – Simplifications – Paul Benjamin version,
- Demarcations – Policy and Procedure,
- Jurisdiction – Policy and Procedure,
- CDR Rules,
- Sick Notes – Homeopaths,
- Section 29 – Injury on Duty,
- Sick Pay Fund – Maternity benefit,
- Jurisdictional S62 Disputes
    - MEIBC v/s EIBC
    - MEIBC v/s SCPNPI
- Distressed Sectors
    - Usher & Lasher,
    - Industry Policy Framework Agreement,
- Corporate Permits
    - Strategic Agreement – MEIBC – DTI / DOL / DHA,
    - Operational Engagement – DOL & interaction DTI,
    - Pilot Project – Limpopo Province,
    - Development of an MEIBC Policy,
- MEIBC Policy – Unforeseen Circumstances – Death of Injury in Duty,
- a revised dispute resolution collective levy agreement;
- a revised registration and administration collective levy agreement;
- establishment of a disaster fund to assist workers placed on short-time, lay-off and/ or further lockdowns;
- modernising and overhauling of the current industry grading system e.g. collapsing of grades H and G into F and/ or the introduction of a more scientific grading system (e.g. Peromnes, Patterson, Hay etc.) and/or the introduction of a new entry level grade i.e. i or H(a) to the current thirteen grade structure to encourage job creation;
- amending the scope of jurisdiction of the bargaining council and the scope of the Main Agreement to cover for e.g. scrap metal, overhead power lines and other jobs to be identified in the direct line of production;
- modernising, revising and amendments to the bargaining councils constitution;
- investigating the introduction of an industry bench-mark or ratio for apprentices to artisans and training and career paths for industry workers;
- amending the rules of the funds to permit employees to access funds for the purposes of housing and/or the establishment of an industry housing fund;
- ensuring alignment of clause 34 of the Main Agreement with the sick pay fund rules;
- ensuring aligning of clause 29 of the Main Agreement with the rules of the Compensation for Occupational Injuries and Diseases Act (COIDA);

This gazette is also available free online at **www.gpwonline.co.za**

- broadening the scope of the one day's medical testing (currently paid by the Sick Pay Fund) to also cover a once-in-a-year general medical check-up;
- investigate the feasibility of an industry medical aid/ health care system, the modalities and implication therein, whilst recognising that where existing medical aid arrangements are in place at individual company level, such arrangements will not be affected;
- notwithstanding the parties agreeing that the bargaining council's existing Main Agreement exemptions policy will continue to apply, reviewing the definition of a struggling business, small business and exemption criteria beyond the current arrangement where financial reasons, head-count and length of time a small business has been in operation are the only qualifying criteria;
- the trustees of the Sick Pay Fund to investigate extending benefits to cover employees impacting by Covid-19 for example, dealing with employees with comorbidities who are unable to work from home, time-off to receiving vaccinations etc.; and
- requesting the trustees of the EIPF and MIPF to investigate the introduction of a funeral benefit for members and dependents.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE J

PHASE-IN EXEMPTION

The parties have taken note that there are many employers who for one or other reason have been operating outside of the terms and conditions of the main agreement, particularly when it comes to rates of pay.

The parties also agree that encouraging these employers to come on board in one step may not be feasible or practical and may not assist in achieving the end goal of reaching parity of wages across the sector. The parties agree therefore that in order to reach parity, phase-in will need to be approached in a stepped-phased approach and must form part of a broader project aimed at achieving parity with the main agreement in a managed and phased manner over agreed time-spans.

Phase-one of the project will focus on moving employers, who elect to be covered by the main agreement and who have been operating outside of the main agreement, to achieve 60% of the 2020 wage rates.

Rate	Current Minimum Wage Rate 2020 R c	60% of Current Minimum Wage Rate 2020 R c
A	84,75	50,85
AA(6)	80,83	48,50
AA(start)	77,18	46,31
AB	73,73	44,24
B	70,53	42,32
C	67,96	40,78
D	66,58	39,95
DD	61,76	37,06
DDD	59,10	35,46
E	56,47	33,88
F	54,10	32,46
G	51,65	30,99
H	49,55	29,73

The above illustrates the 2019/2020 main agreement general wage table and the 60% of the current wage rates across the grades (the same principle applies across all the main agreement wage tables (i.e. Electric Cable; Structural Engineering; Five Grade; Vehicle Drivers; Gate and Fence Manufacturing, but will exclude Apprentices and Annexure H).

The parties have agreed that the 60% of the current minimum wage rates, as set out above will be fixed for the duration of this agreement and constitutes phase-one of the project.

Phase-one of the project will end on 30 June 2024. The parties agree that during the currency of this agreement, the parties will agree on the modalities, goals, time-frames and objectives informing phase-two of the project.

This gazette is also available free online at www.gpwonline.co.za

To qualify for this scheme, employers must be a member of an employer organisation that is a signatory to this agreement and employers must apply for and receive an individual licence of exemption setting out their phase-in plan to achieve 60% of the 2020 wage rates.

The licence of exemption will stipulate that notwithstanding what an employer is paying below the 60% of the current main agreement rates leave pay and leave enhancement pay must be calculated on the 60% rate as set out above.

Wage increases for employers paying less than 60% of the current wage table must implement, as a rand/ cents amount on what a worker is actually receiving (i.e. whatever the percentage agreed between the parties, will be awarded as a rand/ cents increase on what an employee is actually earning for his/her grade of work).

Employers paying above 60% of the above wage table and who elect to come onto this scheme must calculate leave pay and leave enhancement pay on a workers actual rate of pay.

Wage increases for employers paying above 60% of the current (2020) main agreement rates but less than a 100% of the current wage table must implement as a rand/ cents amount on what a worker is actually receiving (i.e. whatever the percentage increase agreed between the parties, will be awarded as a rand/ cents increase on what an employee is actually earning for his/her grade of work).

Employers paying above 60% of the above wage table but below a 100% of the (2020) Main Agreement rates and who elect to come onto this scheme must calculate leave pay and leave enhancement pay on a workers actual rate of pay.

Applications for phase-in exemption must be accompanied by completing the standard application of exemption questionnaire and will be dealt with after giving consideration to the following:

- clear evidence of financial difficulties including;
- the most recent set of annual financial statements and auditor's report signed by the auditor (or accounting officer in the case of CC's);
- management accounts covering the period from the date of the above financial statements to two months prior to the date of application;
- an explanation of the difficulties being faced by the company; and
- the company motivation, business plan and phase-in plan illustrating how parity is intended to be achieved with the 60% of the 2020 Main Agreement rates.

The special phase-in exemption will be valid for a period of one year and any extension will be reviewed on an annual basis.

No company which agrees to adopt the phase-in programme on a voluntary basis may retrench any worker as a direct result of the phasing-in period of the new wage structure, unless such retrenchment is on a voluntary basis or unless external circumstances beyond either party's control impact upon the enterprise.

277

ANNEXURE K

NATIONAL EXEMPTIONS POLICY

INDEX

		Page
1.	Introduction	283
2.	Fundamental Principles	283
3.	Criteria for Exemptions	279
4.	Small Business Exemption	279
5.	Struggling Business Exemptions	279
6.	Phase-in Exemption	279
7.	Deferral of Compliance with an Agreement	286
8.	Labour Broker Package Rate Exemptions	286
9.	Labour Broker fund Exemptions	288
10.	Pension and provident Fund Exemptions	289
11.	Exemptions from Payment of Interest	290
12.	Ship Building / Repair Exemption	290
Annexure 1:	Application for exemption form	292
Annexure 2:	Application for package rate exemption form	299
Annexure 3:	Appeals guidelines	307

This gazette is also available free online at **www.gpwonline.co.za**

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
EXEMPTIONS POLICY

1. Introduction

1.1 The purpose of this document is to set out the policies which will apply to the consideration of applications for exemptions.

1.2 Each Regional Council should determine the appropriate level at which exemption decisions will be made and may choose to implement one of the following approaches in this regard:

1.2.1 Determine the specific types of exemption applications which the Regional Office may deal with and those which must be referred to the Regional Council for decision; or

1.2.2 Determine that all exemption applications must be dealt with by the Regional Council or an appointed sub-committee of the Regional Council.

1.3 Exemptions shall be dealt with within 30 days of receipt thereof.

1.4 Where the Regional Office is given the authority to deal with a specific exemption application and an appeal is lodged against the Office's decision then this appeal must be referred to the Independent Exemptions Appeal Board.

1.5 An appeal lodged against a decision by the Regional Council must be referred to the Independent Exemptions Appeal Board for final decision.

1.6 Exemption applications must be considered on the basis of criteria established by the Management Committee in order to ensure consistency in the granting or refusing of exemption applications and in accordance with the provisions of Clause 23 of the Main Agreement.

1.7 Regional Councils wishing to apply other criteria to address specific regional situations must make specific recommendations in this regard to the Management Committee to obtain approval prior to implementing the desired criteria.

1.8 Reasons for granting or refusing an application shall be recorded and retained by the Regional Office. The applicant must on request be supplied with reasons for refusal of an application for exemption.

1.9 The Council may withdraw the exemption at its discretion.

2. Fundamental Principles

The following are fundamental principles which are legal obligations imposed on the Council by its Agreements and which will also be applied by the Independent Exemptions Appeal Board (IEAB).

2.1 All applications must be in writing and fully motivated, and sent to the Regional Office of the Council for the area in which the applicant is located, for consideration by the Council. Supporting

This gazette is also available free online at www.gpwonline.co.za

documentation and details of consultations shall be submitted in accordance with the requirements as set out in the Application form, namely: audited financial statements for the financial year under review; auditors report together with balance sheets and income statements for the last three (3) months immediately prior to the application; business plan and motivation.

2.2 In scrutinising an application for exemption, the Council will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application.

2.3 The exemption shall not contain terms that would have an unreasonably detrimental affect on the fair, equitable and uniform application of the Main Agreement in the Industry.

2.4 Wage and wage related exemptions should not generally be granted beyond the expiration of the agreement provided that the Council may at its discretion and on good cause shown agree to a longer period (but not an indefinite period)

2.5 The employer must consult with the work force, through a trade union representative or, where no trade union is involved, with the work force itself, and must include the views expressed by the work force in the application.

2.5.1 Where the views of the work force differ from that of the employer, the reasons for the views expressed must be submitted with the application.

2.5.2 Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

2.6 The authority of the Council is to consider applications for exemption. In the event of an appeal against the decision of the Council, the Secretary will on receipt of the appeal submit it to the IEAB for consideration and finalisation.

2.7 Retrospectivity

Applications for exemption involving monetary issues may not be granted retrospectively.

2.8 Urgent applications

2.8.1 In cases of urgent applications, details may be faxed, e-mailed or delivered to the Council in the region where the applicant is located.

2.8.2 The Council or Chairperson and Vice Chairperson and Regional Manager will consider the application, make a decision and communicate that decision to the applicant without delay.

The decision will be ratified and minuted at the next meeting of the Council.

2.8.3 The applicant is expected to put forward a substantive explanation as to the urgency of the application.

This gazette is also available free online at www.gpwonline.co.za

CRITERIA FOR EXEMPTION

3. Small Business Exemption Policy

Exemptions in this category will be granted for a period not exceeding 36 months. The exemption shall be in respect of the entire Main Agreement or in respect of specified clauses of the Main Agreement but shall not apply to any other collective agreement of the Council.

The Council will consider applications on merit taking into account one or more of the following factors:

3.1 That the business is not a subsidiary of another company;

3.2 It employs no more than ten *scheduled employees;
*(A scheduled employee is an employee engaged in production related activities and whose job is contained in Part II of the Main Agreement)

3.3 It has been operating for a period of less than three years;

3.4 It is able to show that such an exemption will enable it to retain existing jobs or create additional jobs in the firm. This particular factor must be covered in the motivation;

3.5 The financial situation of the business;

4. Struggling Business Exemptions

4.1 Application for exemption or deferment of implementation from specified provisions of the Main Agreement will be dealt with after giving consideration to the following:

4.1.1 clear evidence of financial difficulties including:

4.1.2 the most recent set of annual financial statements and auditor's report signed by the auditor (or accounting officer in the case of CC's);

4.1.3 management accounts covering the period from the date of the above financial statements to three months prior to the date of application;

4.1.4 An explanation of the difficulties being faced by the company.

The exemption will be valid for a period of one year and any extension will require re-application.

5. Phase-in Exemption

5.1 Applications for phase-in exemption must be accompanied by completing the standard application of exemption questionnaire and will be dealt with after giving consideration to the following:

5.1.1 clear evidence of financial difficulties including;

This gazette is also available free online at www.gpwonline.co.za

5.1.2 the most recent set of annual financial statements and auditor's report signed by the auditor (or accounting officer in the case of CC's);

5.1.3 management accounts covering the period from the date of the above financial statements to two months prior to the date of application;

5.1.4 an explanation of the difficulties being faced by the company; and

5.1.5 the company motivation, business plan and phase-in plan illustrating how parity is intended to be achieved with the 60% of the 2020 Main Agreement rates.

The special phase-in exemption will be valid for a period of one year and any extension will be reviewed on an annual basis.

No company which agrees to adopt the phase-in programme on a voluntary basis may retrench any worker as a direct result of the phasing-in period of the new wage structure, unless such retrenchment is on a voluntary basis or unless external circumstances beyond either party's control impact upon the enterprise.

6. Application for deferral of compliance with an agreement:

6.1 Application for exemption for deferral of compliance with one or more of the following:

- The guaranteed personal increases;
- The lump sum wage adjustment;
- Payment of Leave Enhancement Pay;

must be accompanied by –

6.1.1 A detailed motivation for the application.

6.1.2 An indication of the date by which full compliance is expected which must not be later than the expiry of the agreement in question.

6.1.2 The written agreement where an agreement between the employer, registered trade union and the workforce is reached.

7. Labour Broker Package Rate Exemptions

7.1 The Council may at any time after prior notification, withdraw the exemption either wholly or in part, or amend the conditions under which the exemption was issued, or amend the conditions of employment and other matters regulated under the exemption.

7.2 The exemption shall apply only in respect of workers supplied to clients by the labour broker within the meaning of the provisions dealing with labour broking in the Labour Relations Act, No. 66 of 1995.

7.3 The exemption shall apply only in respect of a worker with whom the labour broker has entered into a written site contract of employment in the same form as the contract incorporated herein (Refer Annexure 2) and only for the duration of the mentioned site contract.

7.4 Any matter not dealt with in the mentioned contract, whether through mere omission by one or both the parties to the contract or for whatever other reason, shall not be regulated by the exemption but shall be regulated in terms of the relevant provision dealing with the matter in the industrial agreements.

This gazette is also available free online at **www.gpwonline.co.za**

7.5 The exemption shall only apply if the labour broker has complied and continues to comply with the registration requirements prescribed in Clause 20(3) – "Outwork, Temporary Employment Services and Limited Duration Contracts" - of the Main Agreement applicable in the Industry.

7.6 A signed copy of the prescribed contract entered into shall be made available to the worker concerned, on the worker's request, or his representative's request and a copy thereof shall be retained in the employer's filing system.

7.7 The worker shall be paid a minimum package rate per hour consisting of:

i) An amount of not less than the prescribed minimum hourly rate in the Main Agreement for his class of work to which shall be added an amount in respect of each of the following items. The amount shall be calculated using the percentages of the actual basic wage rate as given below.

ii) Overtime (based on the table annexed hereto as Annexure 1 and to be determined in terms of the overtime requirements of each separate site/project).

iii)	Leave pay	:	6.4% of the actual basic wage rate
iv)	Leave enhancement pay	:	8.33% of the actual basic wage rate
v)	Public holiday	:	5.13% of the actual basic wage rate
vi)	Sick leave	:	4.27% of the actual basic wage rate
vii)	Family responsibility leave	:	1.28% of the actual basic wage rate.

7.8 The labour broker shall be liable for and pay over to the Council in respect of each worker an amount per hour (which is limited to the maximum working hours per week as per the Main Agreement) consisting of:-

i) A contribution to the Industry Retirement Funds of 13.2 per cent of the employee's pensionable remuneration. (See note below).

ii) A Council administration contribution of R/c* per week or part thereof per employee, subject to the condition that if the total amount payable in respect of the Council administration contributions is less than the minimum monthly payment required from each employer in terms of the Council's Registration and Administration Expenses Agreement, the labour broker shall make up the difference and forward the total amount to the Council.

* R/c of the applicable or prevailing administration levy contribution

NOTE: *For the purpose of this exemption pensionable remuneration is defined as being the employees actual total remuneration excluding only overtime pay, leave enhancement pay and allowances.*

Pensionable remuneration therefore includes, in addition to the actual basic rate of pay, payment for sick leave, family responsibility leave, annual leave, public holidays and all bonuses other than the leave enhancement pay. This definition is consistent with the definition in the Industry Fund Agreements

7.9 The provisions of the respective industrial agreements regulating payment and application of contributions in respect of Provident Fund, and the administration expenses of the Council shall, in so

This gazette is also available free online at www.gpwonline.co.za

far as they are not inconsistent with the provisions of this Agreement, apply in respect of the contributions payable in terms of subclause 6.8 of this exemption and shall prescribe the times of payment, the addresses at which payment must be made, and the payment of interest on late payments.

7.10 Provident fund contributions shall be accompanied by a form prescribed from time to time by the Council wherein shall be specified the full amount payable and in respect of each worker:

i) His/her full name;
ii) His/her identity number;
iii) the period in respect of which the contributions are being made;
iv) the amount of contributions;
v) the classification of the workers work.

7.11 Council administration contributions shall be accompanied by a form prescribed from time to time by the Council wherein shall be specified:

i) the period in respect of which contributions are being made;

ii) the number of employees in respect of whom contributions are being made;

iii) the full amount payable.

7.12 The exemption shall be granted for the period of the limited duration contract entered into with the employee or for a period determined by the Council whichever is the earlier.

8. **Labour Broker Fund Exemptions**

8.1 Definition
Construction site is defined as:

(a) an area, excluding a manufacturing environment, where a structure (which may be, but is not limited to, a building, ship, plant, pipe line, or tower) is being erected or built; and/or

(b) an area where refurbishment of, or alterations to, an existing structure, plant etc. (as defined in 7.1(a) above) is being carried out; and/or

(c) an area where a plant is temporarily shut down for the purpose of overhaul, maintenance, alteration, upgrading etc.

8.2 All labour brokers employees engaged on "construction site" (as defined above) must receive death and disability insurance cover throughout the period of employment.

8.3 All labour brokers employees engaged on construction sites, whose contract/s with labour brokers together extend for a continuous period of twelve months or longer, must join, and contribute to, the Industry provident fund.

8.4 Irrespective of the length of their contract/s, all labour broker employees, engaged on construction sites, must be given the option of joining the Industry provident fund:

This gazette is also available free online at www.gpwonline.co.za

(a) the said employee must be given the option in writing, setting out the consequence, in respect of their wage, of joining or of not joining the Industry provident fund;

(b) the said employee must exercise his/her option and clearly indicate this in writing;

(c) should the said employee elect not to join the Industry provident fund, his/her wage must be increased by the employer contribution of 3%, which would have been paid to the fund less applicable administrative and death or disability insurance costs.

8.5 All labour broker employees, engaged on construction sites, and who are members of the Industry provident fund, must be given the option of withdrawing from the fund once his/her contract expires:

Such a labour broker employee should be entitled to the value of their own contributions plus those of the employer, less applicable administrative and death or disability insurance costs.

8.6 Exemptions

All labour brokers wishing to follow the procedure set out in Clauses 7.1 to 7.5 above, will be required to request exemption from the existing MEIBC retirement funding requirements:

(a) such exemption shall be granted for an indefinite period, until withdrawn by the MEIBC.

(b) in order to retain their exemption, individual labour brokers must have:

(i) a review of the degree of their adherence to the requirements of this proposal, completed by an independent auditor on a six monthly basis (January to June and July to December);

(ii) a satisfactory report (as detailed in Annexure 3) on the results of this review submitted by the auditor directly to the MEIBC, within two months of the above period ending.

9. Pension, Provident and Sick Pay Fund Exemptions

The criteria for determining exemptions from industry benefit funds are as follows:

9.1 Total contributions must be at least equal to those required in terms of the industry Fund Agreement.

9.2 Contribution holidays are to be specifically excluded from proposed rules of Defined Benefit Funds.

9.3 Overall benefit package must be on the whole not less favourable than the benefits provided by MIPF/EIPF and Sick Pay Fund with particular emphasis on the following:

9.3.1 Proportion of employer net contributions paid out on withdrawal;

9.3.2 The right to transfer actuarial reserve to EIPF/MIPF on withdrawal;

9.3.3 Cover for death and disability;

9.3.4 In the case of Defined Benefit funds the basis on which the pension is calculated;

This gazette is also available free online at www.gpwonline.co.za

9.3.5 In the case of the Provident and Defined Contribution funds, the net percentage of the employers' and employees' salary actually credited to the fund after allowing for deduction of administration fees and the cost of insured benefits.

9.3.6 There must be no waiting period for membership of the fund.

9.4 Funds' representatives are to be given the opportunity to address management and the workforce prior to exemption being considered.

9.5 The majority of the employees must support the application for exemption and the remainder will be required to follow the majority decision. Exemption will only be given in respect of all employees in order to avoid selective membership to the disadvantage of the Industry funds.

9.6 Where the employees are members of a party trade union, the trade union must support the application.

9.7 The exemption must stipulate that it may be withdrawn should circumstances warrant it.

9.8 Employees are to be represented on the Board of Trustees of the domestic fund by representatives elected by them.

9.9 Benefits may not be reduced.

9.10 Full details will be submitted to the Fund Administrators (MIBFA) and a recommendation obtained.

10. Exemptions from payment of interest

10.1 Applications for exemption from payment of interest levied on payment of fund contributions which are in arrears must be submitted to the Regional Council for consideration.

10.2 Applications will be considered by the Regional Council Committee.

10.3 Applications must be accompanied by the reasons as to why the payment of funds is in arrears.

11. Ship Building and/or Ship Repair Work

Employment in terms of a contract of employment that specifies that employment is for the duration or portion thereof of a specific contract secured by the employer to carry out repairs on a particular vessel.

Ship Building and Ship Repair Exemption

1. An employer engaged in ship, oil rig and related vessel building and/or repair activities, whether undertaken on ships, oil rigs or related vessels, in a ship- yard, or in an establishment not situated in the shipyard but directly related to and directly associated with such activities, may apply to the bargaining council for exemption to A apply the bargaining council's package rate exemption or any other form of wage exemption to employees engaged on Limited Duration Contract of employment that specify that employment is for the duration or portion thereof of a specific contract secured by the employer to build or to carry out repairs on a particular vessel, ship or oil rig.

This gazette is also available free online at **www.gpwonline.co.za**

2. The provisions of clause 1 shall be limited in its application to employees engaged in ship building and/or repair activities only and shall not apply to employees engaged in a workshop on Main Agreement activities.

3. Any employee engaged on a LDC in a workshop on Main Agreement activities who is subsequently re-deployed to undertake ship building and/or repair activities in terms of a new LDC may be so employed on a package rate exemption or any form of wage exemption as applied for by the employer whilst so employed in these activities.

4. The parties engaged in a ship building or ship repair project may choose to enter into a Project Labour Agreement (PLA) or equivalent agreement regulating specific conditions applicable to the project in terms of the provisions of Annexure H of the Main Agreement or apply for exemption to apply the visions of the Annexure.

5. In the event of inclement weather being of such serious nature as to prevent any ship building or repair work being undertaken anytime during the first four hours of work, then that work should continue under cover. Where this is not practically possible, then four hours' wages will be paid to the employees concerned.

6. Subject to 7 below, employees engaged on limited duration contracts of employment during their first consecutive 12 months' employment with the same employer are not required to contribute to the Industry's benefit funds. Under these circumstances, the employer is required to provide death and disability cover through the industry's benefit funds to these employees. Where these employees have been in the continuous employ of the same employer for more than 12 months then they must participate in the industry's benefit funds.

7. The abovementioned contribution arrangement shall not apply where an employee chooses to participate in the industry's pension or provident fund during his or her first 12 month's employment with the same employer.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE 1

APPLICATION FOR EXEMPTION QUESTIONNAIRE
[Section 23 of the Council's Main Agreement]

DATE OF THIS APPLICATION .....

PART 1. REGISTRATION DETAILS:

1. 1. Council Registration Number.....

1. 2. Date the firm was Registered with the Council.....

1. 3. Name of firm.....

1. 4. Address of firm.....

1. 5. Telephone Number..... Fax Number.....

1. 6. E-mail Address.....

1. 7. Contact person.....

1. 8. Name of Employer Organization.....

1. 9. Activities of firm.....

PART 2. LABOUR DETAILS:

2. 1. Total Number of Employees.....

2. 2. Total Number of Scheduled Employees.....

2. 3. Name/s of Trade Union/s involved.....

2. 4. Are Main Agreement Rates being paid? [Yes] [No]

2. 5. If No, please specify the % of the Rates presently being paid.....

This gazette is also available free online at **www.gpwonline.co.za**

[page two]

PART 3. EXEMPTION DETAILS:

3. 1. Specify Exemption applied for.....

3. 2. Are any Director/s – Member/s – partner/s – owners/s of the firm a Shareholder in any other Business? If yes please specify.....

3. 3. Specify by ticking, whether the Exemption will affect [Workshop] [Site] [all Employees].

3. 4. Have Trade Union/s been consulted? [Yes] [No] [NA].

3. 5. Date of consultation/s.....

3. 6. Did Trade Union/s support the Application? [Yes] [No] [NA]. If not, why?

3. 7. Have affected employees been consulted? [Yes] [No].

3. 8. Did affected Employees support the Application? [Yes] [No]. (If not, attach reasons thereto)

3. 9. Has the following been attached to this Application?

3. 9. 1. Minutes of Meetings with Employees and Trade Union? [Yes] [No]

3. 9. 2. Name & signatures of Trade Union Official/s and employees who attended the meeting? [Yes] [No]

289

[page three]

3. 11. Has the firm during the past 12 months had to institute (please tick) [short time] [lay off] [retrenchment]

Please supply details (eg: specify date/s – period/s and number of employees

affected.....

3. 12. Are the firm's levy and retirement benefit contributions paid up to date? If not, please state reason.....

If yes, please attach Bank Deposit Slips as proof of payment.

3. 13. *Audited Financial Statements for the financial year* and *Auditors Report* together with *Balance Sheets and Income Statements* for the three months immediately prior to the application

3. 14. **MOTIVATION:** an explanation of the difficulties being faced by the firm. Please attach to the Exemption Application Questionnaire. If no Motivation is attached to the Application, the request will not be considered.

3. 15. **BUSINESS PLAN:** give dates – amounts – percentages and the period it will take for the firm to comply with the latest Main Agreement Minimum Rates of Pay, having regard for annual increases effective from 01 July. Please attach to the Exemption Application Questionnaire. If no Business Plan is attached to the Application, the request will not be considered.

PLEASE NOTE:

1. All relevant documentation pertaining to the Application MUST be attached in order to ensure an expeditious reply. If any Section of this document is NOT completed or any document/s is not attached, the Council will not consider the Application.

This gazette is also available free online at **www.gpwonline.co.za**

[page four]

2. The details reflected in this document have been provided by the employer or person so designated as true and correct to the best of their knowledge at the date of this Application. It is understood that all information contained in this document is subject to verification if required. Any information found to have been incorrect would result in immediate disqualification of the Application.

SIGNED..... DATE.....

PLEASE PRINT NAME.....

DESIGNATION.....

This gazette is also available free online at **www.gpwonline.co.za**

[page five]

APPLICATION FOR EXEMPTION FROM METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

We:

1. .....

2. .....

being the duly appointed Employees Representatives, do hereby confirm that the Management of:

.....

discussed and consulted with all employees of the establishment and explained the necessity for the Application for Exemption.

The employees unanimously accepted and agreed to Management's reasons for the Application and as a result, requested endorsement of all documentation by initialing to give effect thereto:

Signed ..... Signed .....

Designation ..... Designation .....

Date ..... Date .....

This gazette is also available free online at **www.gpwonline.co.za**

[page six]

EMPLOYEE / TRADE UNION ACKNOWLEDGMENT OF THIS APPLICATION

We the undersigned do hereby confirm, as required by Part 3 (3.4) above, that we have been consulted about the employers need to submit this application. We are aware of the need to submit in writing reasons for objecting to this exemption application. Attached as annexure to this application.

SIGNED ON BEHALF OF THE EMPLOYEES	DATE
EMPLOYEE REPRESENTATIVE	
PLEASE PRINT NAME CLEARLY	DESIGNATION
SIGNED ON BEHALF OF TRADE UNION	DATE
PLEASE PRINT NAME CLEARLY	DESIGNATION

293

[page seven]

APPLICATION FOR EXEMPTION FROM THE METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

We, the employees of ..... hereby confirm that the establishment's Management called a meeting on ..... to discuss and consult with us their need to make Application for Exemption from the Metal Engineering Industries Bargaining Council.

We fully understand the reasons for and the effect an Application will have on us as well as the firm.

We unanimously support this Application and agree with its contents.

Signed at ..... on .....day of .....20....

SIGNATURES OF EMPLOYEES

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

294

ANNEXURE 2

APPLICATION FOR THE PACKAGE RATE EXEMPTION

NAME OF FIRM :..... DATE: .....

POSTAL ADDRESS: .....

PHYSICAL ADDRESS: .....

.....

TELEPHONE NO. : ..... FAX NO.: .....

COUNCIL ACC. NUMBER :- ..... APPLICANT: .....

PARTICULARS OF SITE FOR WHICH EXEMPTION IS REQUIRED

Client Name	Client Address		Physical Location of Site
Tel No :-			
Type of Site (mark "X")	Shutdown	Ship Repair	Construction
Duration of Contract			
Number of Employees			
Type of work to be done			

DECLARATION BY APPLICANT

I, the above mentioned applicant, do hereby declare that I fully understand the following conditions which apply to the issuing of the Package Rate Exemption.

1. A separate application must be completed for each site.
2. No application for a Package Rate Exemption will be considered for any workshop or manufacturing establishment
3. The Package Rate method of payment may not be applied in such establishment mentioned in two (2) above.
4. The Council may withdraw the exemption at any time and non-compliance with all the conditions contained in the Package Rate Exemption will render the entire exemption null and void.

SIGNED: ---------- DATE: ----------

295

ANNEXURE "A"

CONDITIONS OF EXEMPTION FOR A TEMPORARY EMPLOYMENT SERVICE. (T.E.S.)
{Labour Broker – Package Rate Exemption}

Applicable to the site located at **Sasol – Secunda** on the hereinafter conditions from all the provisions in the industrial agreements applicable in the Metal and Engineering Industries Bargaining Council in so far as they are not inconsistent with the matters regulated under this licence of exemption.

CONDITIONS ON WHICH THIS EXEMPTION IS GRANTED

A) The Council may at any time after prior notification, withdraw the exemption either wholly or in part, or amend the conditions under which the exemption was issued. or amend the conditions of employment and other matters regulated under the exemption.

B) The exemption shall apply only in respect of workers supplied to clients by the T.E.S. within the meaning of Section 198 of the Labour Relations Act, No 66 of 1995.

C) The exemption shall apply only in respect of a worker with whom the T.E.S. has entered into a written site contract in the same form as the contract incorporated herein and only for the duration of the mentioned site contract.

D) Any matter not dealt with in the mentioned contract, whether through mere omission by one or both the parties to the contract or for whatever other reason shall not be regulated by the exemption but shall be regulated in terms of the relevant provision dealing with the matter in the applicable industrial agreement.

E) The exemption shall only apply if the T.E.S. has complied and continues to comply with the registration requirements prescribed in clause 20(3) of the Main Agreement applicable in the Industry

F) Employers who have been granted a "Package-rate" exemption in terms of which all employee entitlements are incorporated into a single, comprehensive hourly wage may only apply this to employees engaged on work on **construction sites. Such exemptions may NOT be applied in workshops, manufacturing or production establishments**

G) A signed copy of the prescribed contract entered into shall be given to the worker concerned, and the original copy thereof shall be retained by the employer.

This gazette is also available free online at **www.gpwonline.co.za**

1. MATTERS REGULATED UNDER THIS LICENCE OF EXEMPTION

A) The worker shall be paid a minimum package rate per hour consisting of :

i) an amount of not less than the prescribed minimum hourly rate in the Main Agreement for his class of work to which shall be added an amount in respect of each of the following items which amount shall not be less than the per centum of the actual basic wage rate as given below

ii)	Leave pay	6.4% of the actual basic wage rate
iii)	Leave Enhancement pay	8.33% of the actual basic wage rate
iv)	Public Holiday	5.13% of the actual basic wage rate
v)	Sick leave	4.27% of the actual basic wage rate
vi)	Family Responsibility leave	1.28% of the actual basic wage rate
vii)	Where option B of the Provident Fund is pursued	3 % of the actual basic wage rate

viii) Overtime and payment for work on Sundays to be paid as follows:

(a) overtime on a normal working day is paid at time plus one – half

(b) Where a five day week is normally worked, time worked on Saturdays is paid at time plus one half

(c) Payment for work on Sundays is paid at double time and for the purpose of this calculation the hours worked are deemed to be at least the hours of a normal shift regardless of the hours actually worked

(d) Hours worked on a public holiday which falls on a day which is an ordinary working day shall be paid as follows: payment in addition to the ordinary hours for that shift, shall be at one and one third for such hours worked up to the normal hours of that shift, thereafter at two and a half times the ordinary hourly rate

(e) Hours worked on a public holiday which is not an ordinary working day for the employee shall be payable on the same basis as (d) above.

(f) Contributions to the funds as administered by the Metal and Engineering Bargaining Council:-

i) A contribution to the Metal and Engineering Industries Bargaining Council's Provident Fund Collective Agreement, as amended, of the employees' pensionable remuneration; (See note below).

ii) A Council administration contribution total of R/c* per week, per employee, subject to the condition that if the total amount payable in respect of the Council administration contributions is less than R/c* per month the T.E.S. shall make up the amount of a minimum contribution of R/c* and forward that amount to the Council.

iii) A contribution total of R/c* per week, per employee to the dispute resolution levy.
R/c* of the current or prevailing administration and dispute levy agreement.

This gazette is also available free online at www.gpwonline.co.za

For the purposes of this exemption pensionable remuneration is defined as being the employees actual total remuneration excluding overtime pay, leave enhancement pay and any allowances.
Pensionable remuneration therefore includes, in addition to the actual basic rate of pay, payment for sick leave, annual leave, public holidays and family responsibility leave.

B) Provident fund contributions shall be accompanied by a form prescribed from time to time by the Council wherein shall be specified the full contribution in respect of each worker. Each worker shall be identified by:

i) his full name;
ii) his identity number;
iii) the period in respect of which the contributions are being made;
iv) the amount of the contributions;

C) Council administration and dispute levy contributions shall be accompanied by a form prescribed from time to time by the Council wherein shall be specified:

i) the period in respect of which contributions are being made,
ii) the number of employees in respect of whom contributions are being made;

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE "C"

LABOUR BROKING CONTRACT PRESCRIBED IN TERMS OF THE EXEMPTION GRANTED BY THE METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

TO Messrs. _____

ON _____(DATE)

Entered into between

.....

LABOUR BROKER (T.E.S.)

on the one hand

and

.....

Identity number..... .

THE EMPLOYEE

Of (address)

....

on the other

DATE:.....

THE PARTIES RECORD THEIR AGREEMENT ON THE FOLLOWING:

1. Actual basic hourly wage rate R.....h

2. Occupation.....

3. Main Agreement job category.....

299

4. The Labour Broker supplies the client with proof:

   a) that he has been allocated a registration number by the Director-General of the Department of Labour in pursuance of the application of the provisions of the Unemployment Act 30 of 1966,

   b) that he has been allocated a registration number allocated by Compensation Commissioner in pursuance of the application of the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993;

   c) that he has been issued a registration number by the Council in pursuance of the Council's Registration and Administration Expenses Agreement

5. The Employer conducts business as a Temporary Employment Services (T.E.S)

6. The employer seeks to employ the employee who seeks to be employed by the employer for a limited duration relative to the specific work.

7. The employer hereby employs the employee for completion of the specific work subject to the terms and conditions of this contract.

8. The Contract of Employment is entered into in accordance with the provisions of Section 35 and Annexure "A" of the Main Agreement and shall commence on ..... to ..... or until completion of the specific work described as follows viz : -
   .....
   .....

   The employer may employ the employee for a specified limited contract period in terms of a limited duration contract of employment as provided below on the following specified categories of work.

   Any expression used in these provisions which are defined in the Main Agreement, shall have the same meaning as in the Main Agreement, and any reference to the Main Agreement shall include any amendments to the Main Agreement; further unless inconsistent with the context -

   8.1 **"Construction Site"** means

   8.1.1 an area where a structure including but not limited to a building, a ship, a plant, a pipeline, and a tower is being erected or built; and / or

   8.1.2 an area where refurbishment of, or alterations to, an existing structure as is referred in 8.1.1 above is being carried out; and / or

This gazette is also available free online at www.gpwonline.co.za

8.1.3 an area where a structure as is referred to in 8.1.1 above is temporarily shut down for the purpose of overhaul, maintenance, alteration upgrading etc; and / or

8.1.4 a shipyard where refurbishing, repair, overhaul and maintenance of ships is being carried out.

9. This agreement shall endure from the commencement date referred to in clause (8) and on completion of the work relative to that specified work in clause (8), this contract shall automatically terminate.

9.1 The remaining conditions of employment, not expressly detailed here, shall be the existing Employer policies, rules and regulations, as well as the general conditions of employment contained in the Main Agreement for the Metal and Engineering Industries Bargaining Council subject to the limitation set out in (9.4) below.

9.2 On completion of this contract as detailed in clause (8) above, this contract shall automatically terminate. Such terminations shall not be construed as being retrenchment nor redundancy, but shall be the completion of the contract. No enquiry is required, nor is notice of termination of employment required to be given when this contract terminates through fluctuation of time.

9.3 In the event of a conflict between the provision of this contract and the existing employer policy rules and regulations and the general conditions of employment as may prevail from time to time, the provisions of this contract shall prevail provided that in neither event shall the employee be employed on terms less favourable that the general conditions of employment as contained in the Main Agreement.

9.4 The parties undertake to be bound by the terms and conditions of employment as laid down in the Main Agreement, from time to time, of the Metal and Engineering Industries Bargaining Council and any complementary terms and conditions of the Company, which include the disciplinary code and procedure of the Company.

9.5 The employee shall observe all material times the company's standing orders, on health, safety and security, as they are in force from time to time.

10. Remuneration payable to the employees shall consist of a package rate per hour made up as follows:

		Amount per hour
I)	An actual basic wage rate of (Note : The basic rate shall not be less than the prescribed minimum for the applicable class of work specifies in the Main Agreement)	R……..

301

II) The following allowance per hour, which shall not be less than the per centum of the basic wage rate as indicated hereunder :

a)	Leave pay	(6.4%)	R……..
b)	Leave enhancement pay	(8.33%)	R ……..
c)	Public holidays	(5.13%)	R ……..
d)	Sick leave	(4.27%)	R ……..
e)	Family responsibility leave	(1.28%)	R ……..
f)	Provident fund Option B	(3%)	R ……..
	Total of allowance ……..%		R ……..
	Total value of package Rate		R ……..

g) Please refer to example as indicated in annexure 1 (pages 4 – 6)

Conditions of employment, including payment of funds to the Council, not expressly regulated in this contract shall be regulated by the collective agreement of the Council

I am Duly authorised to sign this for and on behalf of the T.E.S

PRINT NAME SIGNATURE {Rep of T.E.S}

SIGNATURE OF EMPLOYEE

WITNESSES

PLACE : ……

DATE : ……

Received copy of contract.

SIGNATURE OF EMPLOYEE

PLEASE NOTE: PAGES "C1 - C4" TO BE INITIALED BY BOTH PARTIES

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE 3

INDEPENDENT EXEMPTIONS APPEAL BOARD

GUIDELINES IN RESPECT OF THE CONSIDERATION OF EXEMPTION APPLICATIONS AND EXEMPTION APPEALS

As you are aware, members of the Board recently conducted presentations at Regional Council meetings, regarding the procedures for exemption applications and, in particular appeals as provided for in:

- Section 23 of the Main Agreement;
- The Council's National Exemptions Policy. (as approved by the Management Committee, from time to time.)
- The provisions of Section 32 of the LRA.

Some common areas of particular concern were identified, and we have incorporated these in a short schedule of guidelines, which is attached (bound with a copy of the Board's Constitution).

The following areas are the most common areas of concern:

- The information in the application form is incomplete, particularly insofar as the motivation and business plan is concerned (it must be borne in mind that an exemption is only a temporary relief measure and that the applicant must demonstrate how he plans to achieve full compliance).

- The consultation process is incomplete and unclear – it is essential that all employees are consulted, either through the representative trade unions or directly.

- The financial statements are incomplete – it is also essential that a report by an independent external auditor accompanies the appeal – in particular, he should comment on the financial impact the exemption will have.

- Full and proper reasons are not given as to why the exemption is declined.

The Board faces a heavy responsibility in making appeal decisions (which can have far reaching implications), and it is essential that the proper procedures are followed in considering exemptions, and that we receive the complete and correct documentation.

303

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL INDEPENDENT EXEMPTIONS APPEAL BOARD GUIDELINES IN RESPECT OF THE CONSIDERATION OF EXEMPTIONS AND EXEMPTION APPEALS

a) Proper completion of the application form and in particular:

- Clear details of the exemption requested.
- A proper motivation
- A costing of the likely savings that will result if the exemption is granted
- A business plan with an estimated timeframe within which the business will be able to resume paying the prescribed wages.

b) Financial statements

It is essential that the applicants submit the financial statements as requested in the application form i.e.

- The full set of the latest available audited statements (in the case of close corporations, the statements signed by the accounting officer) and management accounts for the period from the date of the last audited statements to two months prior to the date of the application.

- The external auditor's review report must also be submitted.

The auditor should also be requested to indicate the following in his report:

- The financial impact of the exemption applied for (i.e. if the exemption is in respect of leave enhancement pay and the applicant firm has say, 83 employees the financial impact would be ±83 x 4000 = R332000).

- He should not make a recommendation, but should merely give "general comments".

c) Consultations

Consultations with the workforce are of particular importance.

Basically the Board wants to know:

- What is representation of trade unions.
- Were all the employees / trade unions consulted; and
- Did they support or not support the application.

The schedule attached to the application form must be completed in full.

d) The reasons for the Regional Council declining the exemption must be minuted.

Note: If a Committee member has a direct interest in the exemption, he should recuse himself when the matter is considered.

This gazette is also available free online at **www.gpwonline.co.za**

e) Advising the parties:

- In your letter advising the employer that the exemption has been declined you should cite the reasons and incorporate the following paragraph:

"You have the right to appeal against the decision of the Regional Council Committee. The appeal must be submitted to this office within 14 days of date of receipt of this letter and must clearly set out your grounds for appeal.

It is important to note that all representative trade unions should also be advised of the decision (c.c. the letter).

There is nothing preventing a representative trade union from appealing against the granting of an exemption (again setting out grounds for appeal).

This gazette is also available free online at **www.gpwonline.co.za**

CONSTITUTION

THE INDEPENDENT EXEMPTIONS APPEAL BOARD FOR THE METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

Contents

Part 1: Introductory provisions
1. Purpose of Constitution
2. Application of Constitution
3. Nature of appeal
4. Criteria on appeal

Part 2: The Board
5. Purpose of Board
6. Composition of Board
7. Chairperson of Board
8. Conduct of members of Board
9. Quorum
10. Decisions of Board
11. Meetings of Board
12. Convenor of Board

Part 3: Appeal procedures
13. Lodging an appeal
14. Duty of convenor on receipt of appeal
15. Incomplete applications
16. Answering submissions by other interested parties
17. New evidence
18. Condonation
19. Oral submissions
20. Board meetings open to public
21. Finding and reasons for decision

Schedule: Definitions

This gazette is also available free online at **www.gpwonline.co.za**

PART 1: INTRODUCTORY PROVISIONS

1. **Purpose of Constitution**

The purpose of this Constitution is to govern the procedures of the Independent Exemptions Appeal Board ("the Board"), established by the Metal and Engineering Industries Bargaining Council ("the Council"), in terms of Section 32(3)(e) of the Labour Relations Act and Clause 23 of the Main Agreement and to ensure that the Board operates in an orderly and transparent manner.

2. **Application of Constitution**

This Constitution applies to all *exemption appeals*[1] except to the extent that a collective agreement sets out a different procedure for the hearing of *exemption appeals* in respect of an application to be exempt from any provision of that particular collective agreement.

3. **Nature of appeal**

3.1 An *exemption appeal* may be lodged by any affected party in respect of the whole or part of a decision of an *exemption committee* of Council.

3.2 Except in exceptional circumstances, an appeal lodged with the Board is considered on the papers filed by all *interested parties*.

3.3 An *exemption appeal* is a re-consideration of the merits of the original exemption application.

4. **Criteria on appeal**

4.1 In considering an appeal the Board must take into account –

4.1.1 the criteria set out in clause 23(2) and 23(5)(e) of the Main Agreement of the Council;

4.1.2 any criteria established or approved by the management committee of the Council in terms of the national exemptions policy of Council.[2]

4.2 In addition the Board must consider –

4.2.1 the financial hardship of the applicant for exemption;

4.2.2 the potential impact an exemption may have on the collective bargaining process;

4.2.3 whether alternatives to exemption were considered or implemented;

4.2.4 the need to avoid retrenchments;

4.2.5 any other factors relevant to the particular exemption application.

PART 2: THE BOARD

5. **Purpose of Board**

5.1 The purpose of the Board is to hear and decide all appeals against exemptions -

5.1.1 brought by parties to the Council;

5.1.2 brought by non-parties to the Council.

5.1.3 This will include a refusal by the Council to grant an exemption or a withdrawal of an exemption.

6. **Composition of Board**

6.1 The Council must appoint to the Board, on such terms and conditions they deem fit. The Board will comprise:

6.1.1 three permanent members;

6.1.2 three alternate members.

[1] Terms that appear in italic are terms defined in clause 21 of this Constitution.

This gazette is also available free online at www.gpwonline.co.za

6.2 Board members hold office until –
6.2.1 they resign on three months' written notice to the Council; or
6.2.2 the Council resolves to terminate their membership of the Board.

7. **Chairperson of the Board**
7.1 The Board shall elect one of the permanent Board members as chairperson of the Board.
7.2 If the chairperson is not present at a meeting of the Board, the other Board members present must elect a chairperson for that meeting.

8. **Conduct of members of Board**
8.1 Members of the Board –
8.1.1 must be independent and impartial and perform the functions of office in good faith;
8.1.2 must recuse themselves from any appeal hearing, if they have a direct financial interest or any other conflict of interest in the subject matter of the appeal.

9. **Quorum**
9.1 Subject to sub-clauses 9.2 and 9.3, two members of the Board form a quorum for any meeting of the Board.
9.2 If only two members are present at a meeting and they cannot reach consensus on any issue to be determined, the appeal must be postponed to a further meeting of the Board and that further meeting must be attended by three Board members.
9.3 If an application to lead oral evidence or to present oral submissions is granted, the appeal must be heard by a meeting attended by three members of the Board.

10. **Decisions of Board**
10.1 A decision of a quorate meeting of the Board is a decision of the Board.
10.2 A decision agreed and confirmed in writing by three members of the Board, is as valid as a decision adopted at a duly convened meeting of the Board.
10.3 A decision of the Board must be signed by the Chairman.
10.4 Proceedings of the meetings of the Board shall be minuted by the Council secretariat. Such minutes shall be confirmed at the next meeting of the Board and signed by the Chairman.

11. **Meetings of Board**
11.1 Unless otherwise provided for in this clause, the chairperson of the Board must determine the date and time for Board meetings, in consultation with the Council.
11.2 The Board must meet –
11.2.1 at least once a month, unless there are no appeals to be considered; or
11.2.2 when requested to do so by the Council or by the chairperson and vice-chairperson of the Council, on the basis of the urgency of an appeal.
11.3 If a meeting of the Board does not finalise an appeal, the meeting may be postponed to a date and time agreed by the Board.

12. **Convenor of the Board**
12.1 The Chief Executive Officer of the Council shall appoint an employee of the Council as convenor of the Board.
12.2 The *convenor* may participate in Board meetings but may not vote.
12.3 The *convenor* is responsible for –
12.3.1 giving Board members notice of meetings;
12.3.2 keeping minutes of Board meetings;
12.3.3 tape-recording Board meetings, if required to do so by the Board;

This gazette is also available free online at **www.gpwonline.co.za**

12.3.4 carrying out any other duties imposed by this Constitution or required of the convenor by the Board or the Council.

12.4 The Chief Executive Officer of the Council may delegate any of the convenor's functions to any other employee of the Council.

PART 3: APPEAL PROCEDURES

13. **Lodging an appeal**

13.1 An appeal against a decision or part of a decision of an *exemption committee* must be lodged with the *convenor* of the Board no later than fourteen days after the party appealing the decision has received a copy of the decision in writing.

13.2 The notice of an appeal must -

13.2.1 set out the name and contact details of the party lodging the appeal;

13.2.2 provide a summary of the grounds for the appeal;

13.2.3 identify the collective agreement to which the exemption application relates;

13.2.4 identify the *exemption committee* that heard the initial application and provide the date of the relevant exemption committee's meeting.

13.3 The following documents must be attached to a notice of appeal –

13.3.1 a copy of the decision of the *exemption committee* and the reasons for that decision;

13.3.2 a copy of the original exemption application;

13.3.3 copies of any notices, letters, affidavits or other documents handed to the *exemption committee* by any *interested party*;

13.3.4 minutes of the relevant *exemption committee* meeting or, if required a transcript of the relevant *exemption committee* meeting, if that meeting was tape-recorded, and

13.4 If any of the documents referred to in clause 13.3 are not in the possession of the party lodging the appeal, the notice of appeal must –

13.4.1 specify which documents should be attached but are not attached;

13.4.2 set out why the documents are not in the possession of the party lodging the appeal.

13.5 The appellant may attach to its notice of appeal written submissions on any issue raised by the appeal.

14. **Duty of *convenor* on receipt of appeal**

14.1 On receipt of a notice of appeal the *convenor* must –

14.1.1 confirm that the appeal is an appeal to be determined by the Board;

14.1.2 ensure that service on *interested parties if required* has been effected;

14.1.3 ensure that all relevant documentation is attached;

14.2 If the convenor is of the view that the appeal is not one to be determined by the Board, the convenor must return the appeal to the relevant Regional Council together with an explanation as to how the matter should be dealt with.

15. **Incomplete applications**

If an appeal application is incomplete in any respect, the *convenor* must notify the party that lodged the appeal and give that party a further seven days from date of notification to file the additional information.

16. **Answering submissions by other *interested parties***

Other *interested parties* may file written submissions on the appeal with the *convenor*, within seven days of receiving a copy of the notice of appeal.

This gazette is also available free online at **www.gpwonline.co.za**

17. **New evidence**

17.1 An *interested party* may apply to the Board to lead new evidence on appeal.

17.2 New evidence may relate to facts or events that took place before or after the date of the initial exemption application.

17.3 An application to lead new evidence must –

17.3.1 be on affidavit;

17.3.2 show that the evidence sought to be lead is material and relevant to the issue on appeal;

17.4 The Board may –

17.4.1 refuse the application for the leading of new evidence;

17.4.2 grant the application for the leading of new evidence in whole or part and –

(a) consider the evidence itself;

(b) remit the appeal to the relevant *exemption committee* with an instruction for the committee to consider the new evidence and reconsider its decision in the light of that evidence.

17.5 If the Board decides to consider the evidence itself, and the evidence is not documentary evidence, it must direct whether the evidence should be presented orally or on affidavit.

17.6 If oral evidence is lead, all *interested parties* must be given an opportunity to –

17.6.1 cross-examine any person giving evidence;

17.6.2 lead their own witnesses to refute any evidence lead.

17.7 If the Board directs that evidence must be on affidavit –

17.7.1 the relevant affidavits must be filed with the *convenor* within seven days of the Board's decision to allow the evidence to be lead;

17.7.2 other *interested parties* may file answering affidavits within seven days of receiving an affidavit containing new evidence;

17.7.3 the party that filed the affidavit containing new evidence may, within seven days of receiving any answering affidavit, file –

(a) a replying affidavit;

(b) supplementary submissions;

17.7.4 other *interested parties* may file supplementary submissions –

(a) within seven days of receiving any supplementary submissions or replying affidavits;

(b) if no supplementary submissions or replying affidavits are filed, within seven days of the filing of any answering affidavit; or

(c) if no answering affidavits are filed, within seven days of receiving the affidavit containing new evidence.

18. **Condonation**

18.1 The Board may, on good cause shown, condone the late filing of any documents.

18.2 An application for condonation must be on affidavit.

19. **Oral submissions**

19.1 Subject to sub-clause 18.2, the Board decides appeals based on the papers filed.

19.2 Any *interested party* may apply to the Board for an opportunity to present oral submissions.

19.3 In deciding whether to allow oral submissions, the Board must take into account –

19.3.1 the complexity of the matter;

19.3.2 the comparative abilities of the parties to present their submissions in writing;

19.3.3 the interests of justice.

19.4 If an application for oral submissions is granted, the *convenor* must notify all *interested parties* and all *interested parties* must be given an equal opportunity to make oral submissions.

19.5 The Board may limit the time allocated to each party for oral submissions.

This gazette is also available free online at **www.gpwonline.co.za**

20. **Board meetings open to public**

20.1 Board meetings that hear oral evidence or oral submissions may be open to the public at the discretion of the Board.

20.2 The Board may meet behind closed doors if the Board is meeting to deliberate on any matter.

21. **Finding and reasons for decision**

21.1 The Board shall decide an appeal as soon as possible and not later than 30 days after the appeal is lodged. The Board must provide the convenor with a written decision on the appeal and with brief reasons for that decision.

21.2 The convenor must circulate the Board's decision and the reasons to all interested parties.

SCHEDULE

Definitions

Unless the context indicates that another meaning is intended –

"appellant" means the body lodging an *exemption appeal*;

"convenor" means an employee of the Council tasked with convening meetings of the Board;

"exemption appeal" means an appeal from a decision of an *exemption committee* concerning an application for exemption from a collective agreement of the Council, and includes an appeal from a decision -

(i) granting an exemption;

(ii) refusing an exemption; and

(iii) withdrawing an exemption;

"exemption committee" means any committee of the Council authorise with hearing and deciding exemption applications;

"interested party" means any party that made or opposed an exemption application, and, depending on the context, may include the *appellant*;

"members of the Board" means permanent and alternate members of the Board.

This gazette is also available free online at **www.gpwonline.co.za**

THIS AGREEMENT WAS SIGNED AT JHB **ON THIS THE** 13 **DAY OF** MAY **20**22

FOR AND ON BEHALF OF: **THE NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA (NUMSA)**

BY ZWIN JIM **WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OI**
THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

GENERAL SECRETARY

POSITION

This gazette is also available free online at **www.gpwonline.co.za**

THIS AGREEMENT WAS SIGNED AT JOHANNESBURG ON THIS THE 16TH DAY OF MAY 2022

FOR AND ON BEHALF OF: **SOLIDARITEIT / SOLIDARITY**

BY FH VAN HEERDEN WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

INDUSTRY SPECIALIST COLLECTIVE BARGAINING

POSITION

313

THIS AGREEMENT WAS SIGNED AT Selfsea **ON THIS THE** 13th **DAY OF** May **2022**

FOR AND ON BEHALF OF: THE UNITED ASSOCIATION OF SOUTH AFRICA (UASA- THE UNION)

BY Rick Grobler **WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.**

SIGNATURE

Sector Manager

POSITION

This gazette is also available free online at **www.gpwonline.co.za**

THIS AGREEMENT WAS SIGNED AT SEIFSA ON THIS THE 11 DAY OF MARCH 2022

FOR AND ON BEHALF OF: **THE METAL AND ELECTRICAL WORKERS UNION OF SOUTH AFRICA (MEWUSA)**

BY JEFF MADIKOE WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

Deputy Gen Secretary.

POSITION

315

THIS AGREEMENT WAS SIGNED AT JHB ON THIS THE 12TH DAY OF MAY 20.22

FOR AND ON BEHALF OF: **THE SA EQUITY WORKERS' ASSOCIATION (SAEWA)**

BY THEMBA MGIDI WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

NATIONAL Co-Ordinator

POSITION

316

THIS AGREEMENT WAS SIGNED AT KEMPTON PARK ON THIS THE 4 DAY OF NOVEMBER 2021

FOR AND ON BEHALF OF: THE ASSOCIATION OF ELECTRICAL CABLE MANUFACTURERS OF SOUTH AFRICA

BY Machiel Dames WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

DIRECTOR

POSITION

317

THIS AGREEMENT WAS SIGNED AT Muldersdrift ON THIS THE 9th DAY OF December 20.21

FOR AND ON BEHALF OF: **THE CAPE ENGINEERS' AND FOUNDERS' ASSOCIATION**

BY Pieter du Plessis WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

P du Plessis

SIGNATURE

Chairman

POSITION

318

THIS AGREEMENT WAS SIGNED AT Johannesburg ON THIS THE 27th DAY OF May 2022

FOR AND ON BEHALF OF: CONSOLIDATED EMPLOYERS ORGANISATION (CEO)

BY Johann Kruis WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

National Collective Bargaining Co-Ordinator/CEO

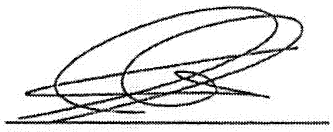
POSITION

319

THIS AGREEMENT WAS SIGNED AT Springs ON THIS THE 8 DAY OF November 20.21

FOR AND ON BEHALF OF: THE CONSTRUCTIONAL ENGINEERING ASSOCIATION (SOUTH AFRICA)

BY Carlos Gameiro WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

Chairperson - CEA

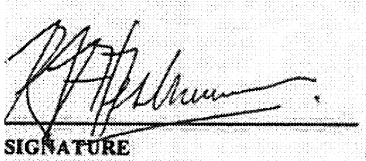
POSITION

320

THIS AGREEMENT WAS SIGNED AT ROODEPOORT ON THIS THE 8th DAY OF NOVEMBER 2021

FOR AND ON BEHALF OF: THE ELECTRICAL ENGINEERING AND ALLIED INDUSTRIES' ASSOCIATION

BY ROUANE HERSELMAN WHO WARRANTS HIS/~~HER~~ AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

CHAIRPERSON

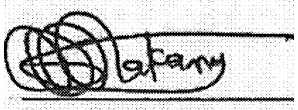
POSITION

321

THIS AGREEMENT WAS SIGNED AT Boksburg **ON THIS THE** 09 **DAY OF** November **20**21

FOR AND ON BEHALF OF: THE ELECTRICAL MANUFACTURERS' ASSOCIATION OF SOUTH AFRICA (EMASA)

BY Sylvester Makamu **WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.**



SIGNATURE

Chairman

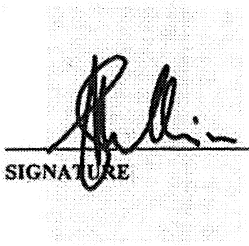
POSITION

322

THIS AGREEMENT WAS SIGNED AT Pretoria ON THIS THE 8 DAY OF 11 2021

FOR AND ON BEHALF OF: THE GATE AND FENCE ASSOCIATION

BY George Harrop-Allin WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

Chairman

POSITION

323

THIS AGREEMENT WAS SIGNED AT BRITS ON THIS THE 8 DAY OF NOVEMBER 2021.

FOR AND ON BEHALF OF: **THE HAND TOOL MANUFACTURERS' ASSOCIATION (HATMA)**

BY ERIC KLEIN WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

CHAIRMAN

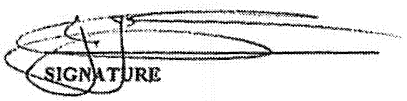
POSITION

324

THIS AGREEMENT WAS SIGNED AT Johannesburg ON THIS THE 18th DAY OF November 20.21

FOR AND ON BEHALF OF: THE IRON AND STEEL PRODUCERS' ASSOCIATION OF SOUTH AFRICA

BY F.T. Mabuema WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

Chairperson - Acting

POSITION

325

THIS AGREEMENT WAS SIGNED AT WESTVILLE ON THIS THE 08 DAY OF NOVEMBER 2021

FOR AND ON BEHALF OF: THE KWAZULU-NATAL ENGINEERING INDUSTRIES' ASSOCIATION

BY KYLIE GRIFFIN WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

EXECUTIVE DIRECTO

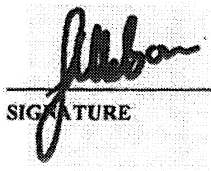
POSITION

326

THIS AGREEMENT WAS SIGNED AT PRETORIA ON THIS THE 08 DAY OF NOVEMBER 20 21

FOR AND ON BEHALF OF: THE LIFT ENGINEERING ASSOCIATION OF SOUTH AFRICA

BY Graeme Wilson WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

CHAIRPERSON

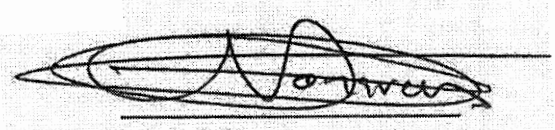
POSITION

327

THIS AGREEMENT WAS SIGNED AT Midrand ON THIS THE 8 DAY OF November 2021

FOR AND ON BEHALF OF: **THE LIGHT ENGINEERING INDUSTRIES' ASSOCIATION OF SOUTH AFRICA**

BY Elias Mongvena WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

Chairperson

POSITION

328

THIS AGREEMENT WAS SIGNED AT Wadeville **ON THIS THE** 8 **DAY OF** November **20**21

FOR AND ON BEHALF OF: THE NON-FERROUS METAL INDUSTRIES' ASSOCIATION OF SOUTH AFRICA

BY Charmaine Winter **WHO WARRANTS ~~HIS~~/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.**

Winter
SIGNATURE

NFMIA Chairperson
POSITION

329

THIS AGREEMENT WAS SIGNED AT GQEBERHA ON THIS THE 11TH DAY OF NOVEMBER 2021

FOR AND ON BEHALF OF: THE EASTERN CAPE ENGINEERING AND ALLIED INDUSTRIES ASSOCIATION

BY MOURO PUTIGNA WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

CHAIRMAN

POSITION

330

THIS AGREEMENT WAS SIGNED AT JHB ON THIS THE 8 DAY OF 11 20 21

FOR AND ON BEHALF OF: THE REFRIGERATION AND AIR CONDITIONING MANUFACTURERS' AND SUPPLIERS' ASSOCIATION

BY A. Van der Merwe WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

M. D. / CHAIRPERSON

POSITION

331

THIS AGREEMENT WAS SIGNED AT GERMISTON ON THIS THE 8th DAY OF NOVEMBER 2021

FOR AND ON BEHALF OF: THE S.A. ELECTRO-PLATING INDUSTRIES' ASSOCIATION

BY ANTHONY GEORGE JOSEPH WHO WARRANTS HIS/~~HER~~ AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

CHAIRPERSON.

POSITION

332

THIS AGREEMENT WAS SIGNED AT PAARL ON THIS THE 8TH DAY OF NOVEMBER 2021

FOR AND ON BEHALF OF: **THE S.A. REFRIGERATION AND AIR CONDITIONING CONTRACTORS' ASSOCIATION (SARACCA)**

BY H. J. BASSON WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

PRESIDENT

POSITION

333

THIS AGREEMENT WAS SIGNED AT MIDRAND ON THIS THE 8TH DAY OF NOVEMBER 20 21

FOR AND ON BEHALF OF: THE S.A. PUMP MANUFACTURERS' ASSOCIATION

BY NIREN ROHANLAL WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

CHAIRPERSON: SAPMA

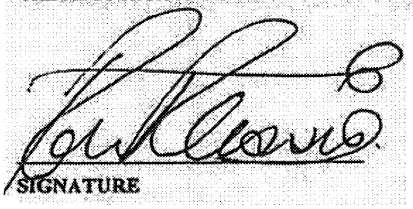
POSITION

334

THIS AGREEMENT WAS SIGNED AT KNIGHTS ON THIS THE 8TH DAY OF NOVEMBER 2021

FOR AND ON BEHALF OF: THE S.A. VALVE AND ACTUATOR MANUFACTURERS' ASSOCIATION (SAVAMA)

BY PAMELA DU PLESSIS WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE ASSOCIATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.



SIGNATURE

CHAIRPERSON

POSITION

335

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2570 **7 October 2022**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT

I, THEMBELANI WALTERMADE NXESI, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995 cancel Government Notice No. 1729 of 3 February 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: 28/09/2022

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF THE REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT TO NON-PARTIES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Metal and Engineering Industries 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 31 March 2025.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 28/09/2022

ANNEXURE H

H

SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT

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

Association of Electric Cable Manufacturers' of South Africa;
Cape Engineers' and Founders' Association;
Constructional Engineering Association (South Africa);
Consolidated Employer's Organisation;
Eastern Cape Engineering and Allied Industries Association (ECEAIA);
Electrical Engineering and Allied Industries' Association;
Electrical Manufacturers Association of South Africa;
Federated Employers Organisation of South Africa (FEOSA);
Gate and Fence Association;
Hand Tool Manufacturers' Association (HATMA);
Iron and Steel Producers' Association of South Africa;
KwaZulu Natal Engineering Industries' Association;
Lift Engineering Association of South Africa;
Light Engineering Industries' Association of South Africa;
National Employers' Association of South Africa (NEASA);
Non-Ferrous Metal Industries' Association of South Africa;
Plastics Convertors Association of South Africa (PCASA);
Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;
South African Electro-Plating Industries Association;
South African Engineers' and Founders' Association;
South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);
South African Pump Manufacturers' Association;

South African Valve and Actuator Manufacturers' Association (SAVAMA);
South African United Commercial Employers Organisation;

REGISTERED TRADE UNION OR "EMPLOYEE ORGANISATION" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)
Solidariteit/Solidarity;
UASA-The Union;
National Union of Metalworkers' of South Africa (NUMSA);
South African Equity Workers' Association (SAEWA);

PART I: GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed by employers and employees in the Iron, Steel, Engineering and Metallurgical Industries as defined hereunder in the Republic of South Africa:-

"Iron, Steel, Engineering and Metallurgical Industries" means

(a) the production of iron and/or steel;

(b) the production of alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues;

(c) the general engineering and manufacturing engineering and metallurgical industries;

(d) the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping or scaling and/or painting of their hulls, and general woodwork undertaken in connection with ship repairs;

(e) the electrical engineering industry;

(f) the lift and escalator industry;

(g) the plastics industry, and

(h) the iron, steel and metallurgical industry as defined in paragraph (a) to (g) above shall include the activities of Temporary Employment Service as defined in the section 198(1) of the Labour Relations Act, 66 of 1995 as amended ("the LRA"), who for reward procure for or provide to a client whose undertaking falls within the registered scope of Metal and Engineering Industries Bargaining Council any persons (employees as defined in section 198(2) of the LRA) to render services or to perform work in such undertaking.

For the purpose hereof-

(a) **"General Engineering and Manufacturing Engineering and Metallurgical Industries"** means the industries concerned with the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal), or parts or components thereof, and structural metal work, including steel reinforcement work, and the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and the finishing of metal goods, but does not include the Motor Industry.

"Precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals, or any of these in such proportion with any other metals to be the greater part in value of such alloy.

(b) "**Electrical Engineering Industry**" shall consist of-:

(i) The manufacture and/or assembly from component parts of electrical equipment in the Republic of South Africa, namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors, and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment to include, but not to be limited to, television, and further, incandescent lamps and electric cables and domestic electrical appliances, and shall also include the manufacture of component parts of the aforementioned equipment.

(ii) Subject to clause (ii) hereunder, the installation, maintenance, repair and service of the equipment referred to in paragraph (i) above in the Provinces of the Transvaal and Natal; but does not include the activities of electrical contracting industry;

(iii) The installation, maintenance, repair and service of television sets and monitors within the Republic of South Africa, excluding the installation, maintenance, repair and service in the Province of the Cape of Good Hope, and excluding in respect of the whole of the Republic of South Africa, the installation, maintenance, repair and service of monitors primarily intended for use in accounting and/or data processing and/or business procedures.

(c) "**Electrical Contracting Industry**" means the design, preparation, (other than manufacture for sale) and erection of electrical installation forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations including any cable jointing and electrical wiring associated therewith;

(d) "**Lift and Escalator Industry**" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

(e) "**Plastics Industry**" means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts wholly or mainly made of such polymers into rigid, semi rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendered, coated, compression moulded or rotational moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities;

(f) "**Plastics**"' means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono- and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council;

(g) "**Machine**" means any appliance, irrespective of the material of which it is made, but does not include an agricultural tractor.

(h) "**Metal goods**" does not include agricultural tractor;

(i) "**Motor Industry**" means-

(aa) Assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with-

(i) chassis and/or bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) the electrical equipment connected with motor vehicles, including radios;

(ab) automotive engineering;

(ac) repairing, vulcanising and/or retreading tyres;

(ad) repairing, servicing and reconditioning batteries for motor vehicles;

(ae) the business of parking and/or storing motor vehicles;

(af) the business conducted by filling and/or service stations;

(ag) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or accessories (whether new or used) pertaining thereto whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repair of motor vehicles;

(ah) the business of motor graveyards.

(ai) the business of assembly establishments;

(aj) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components;

(ak) vehicle body building;

For the purposes of this definition;

"**Automotive engineering**" means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishment is engaged in the dismantling and repair motor vehicles or not;

This gazette is also available free online at www.gpwonline.co.za

"**Motor vehicle**" means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, including trailers and caravans, but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 27 tons or over, or aircraft;

"**Vehicle body building**" means any or all of the following activities carried on in a Vehicle Body Building establishment-

(i) The construction, repair or renovation of cabs and/or bodies and/or any superstructure, for any type of vehicle;

(ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;

(iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;

(vi) building trailers, but not including the manufacture of wheels or axles therefor;

(vii) all operations incidental to or consequent upon the activities referred to in paragraphs (i),(ii), (iii), (iv), (v) and (vi).

For the purposes of this definition, "Vehicle" does not include an aircraft, and "Motor Industry" as defined above shall not include the following-

(i) the manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale;

(ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;

(iii) the manufacture and/or maintenance and/or repair of-

(aa) civil and mechanical engineering equipment and/or parts thereof, whether or not mounted on wheels;

(bb) agricultural equipment or parts thereof; or

(cc) equipment designed for use in factories and/or workshops.

Provided that for the purposes of (aa), (bb) and (cc) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

(dd) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale.

The above mentioned interests shall not include the undertakings, industries, trades or occupations in respect of which Transnet Bargaining Council has been registered on 2 October 1991. The latter Council has been registered in respect of the undertakings, industries, trades or occupations of Transnet Limited known as Spoornet, South African Airways, Autonet, Portnet, Transtel, Transwerk, Promat, Protekon or any other business, undertakings, industry, trade, occupation, unit, department or section of Transnet Limited in

8

the Republic of South Africa as these undertakings, industries, trades or occupations were constituted on 2 October 1991.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to-

(a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of 'Electrical Engineering Industry' in clause 3 of Part I of the Main Agreement published under Government Notice No. R. 404 of 31 March 1998, in the Provinces of the Cape of Good Hope and the Orange Free State;

(c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(d) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;

(e) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

(3) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to Apprentices and Trainees not engaged by means of contracts with the MerSETA.

2. PERIOD OF OPERATION OF THE AGREEMENT

This gazette is also available free online at www.gpwonline.co.za

1. This Agreement shall come into operation on the date of signature for the parties until 31 March 2025; and

2. This Agreement shall bind non-parties in terms of section 32 of the LRA from the date as determined by the Minister of Labour and for the period as determined by the Minister.

3. DEFINITIONS

Any expression used in this Agreement which is 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 amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context-

"Act" means the Labour Relations Act, 1995 (Act No.66 of 1995) as amended;

"Apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered with the employer under the Skills Development Act, No.97 of 1998 and includes a minor employed on probation in terms of the Act or a learner in terms of the Skills Development Act, No.97 of 1998;

"Council" means the Metal and Engineering Industries Bargaining Council, registered in terms of section 29 of the Act;

"Establishment" means any premises wherein or whereon the industries, or part thereof, as herein defined, are carried on, subject to any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956, and/or section 62 of the Labour Relations Act, 1995.

"Employee" means employee and/or apprentices whose wages and conditions of employment are determined by the Council or employee employed under exemption from these conditions.

This gazette is also available free online at www.gpwonline.co.za

"Interest" means a fee and/or charge payable when payment of an amount provided for in this agreement was not made on or before the 7th of each month.

"Law" includes common law.

"Watchmen" not covered by the sectoral determination for the security industry.

"Note: The magisterial districts demarcation of Regions is only for purposes of determination of the borders of Regional Councils"

"Region A" means the Western Cape Province and the Northern Cape Province but excluding the following magisterial districts in the Western Cape: Calitzdorp, Murraysburg, Oudtshoorn, and Uniondale and excluding the following magisterial districts in the Northern Cape: Barkly West, De Aar, Gordonia, Hartswater, Herbert, Hopetown, Kimberley, Kuruman, Postmasburg and Warranton, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Cape Region), P O Box 6096, Roggebaai, 8012, or Room 507, Pearl Assuran House, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the following magisterial districts in the Eastern Cape Province: Albert, Aliwal North, Barkly East, Bizana, Butterworth, Cala, Cathcart, Cofimvaba East London, Elliot, Engcobo, Flagstaff, Hofmeyr, Idutywa, Indwe, Keiskama-hoek, Kentani, King William's Town, Kwabhaca, Lady Grey, Libode, Lusikisiki, Maclear, Matatiele, Mdantsane, Middelsdrift, Mount Ayliff, Mount Fletcher, Mqanduli, Ngqeleni, Nqamakwe, Queenstown, Qumbu, Seymour (Mpofu), Sterkstroom, Stutterheim, Tsolo, Tsomo, Umtata, Umzimkulu, Whittlesea, Willowmore, Willowvale, Wodehouse, Victoria East and Zwelitsha and for the purposes of these particular areas, the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Border Region), PO Box 13162, Vincent, 5217, or First Floor, 12 St Georges Road, Southernwood, 5021;

"Region C" means the Province of KwaZulu Natal and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu Natal Region), P O Box 5900, Durban, 4000, or 14th Floor, Mercury House, 320 Smith Street, Durban, 4001.

11

"Region D" means the following magisterial districts in the Eastern Cape Province: Aberdeen, Adelaide, Albany, Alexandra, Bathurst, Bedford, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg, Pearston, Port Elizabeth, Somerset East, Steytlerville, Steynsburg, Uitenhage, Venterstad and Willowmore and the following magisterial districts in the Western Cape Province: Calitsdorp, Murraysburg, Oudtshoorn, Uniondale, and the following magisterial districts in the Northern Cape Province: Colesburg, Hanover, Noupoort and Richmond and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Midland Region), PO Box 12848, Centrahill, 6006, or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

"Region E" means all the magisterial districts in the Gauteng Province, Mpumalanga Province, Northern Province (Limpopo) and North West Province, but excludes the following magisterial districts in the North West Province: Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp, Vryburg and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P O Box 3998, Johannesburg, 2000 or Union Corporation Building, 1st Floor, 77 Marshall Street, Johannesburg, 2001."

"Region F" means all the magisterial districts in the Free State and includes the following magisterial districts in the North West Province: Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp, Vryburg and Wolmaransstad, and includes the following magisterial districts in the Northern Cape Province: Barkly West, De Aar, Gordonia, Hartswater, Herbert, Hopetown, Kimberley, Kuruman, Postmasburg, and Warrenton, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Free State and Northern Cape Region), PO Box 95, Welkom, 9460, or Wessels & Smith Building, 2nd Floor, 26 – 28 Heeren Street, Welkom, 9459.

"Venetian Blind and Allied Products Manufacturing Industry" means the industry in which employers and their employees are associated for the carrying on of any one or more of the following activities, in the Province of the Transvaal:

This gazette is also available free online at www.gpwonline.co.za

The design and/or assembly and/or manufacture of-

(a) venetian blinds, whether manufactured of wood, metal, bamboo, cloth or synthetic materials; and/or

(b) any other type of blind manufactured of such materials; and/or

(c) any other article or articles providing or used for sun control, other than articles manufactured wholly or mainly from plastic: Provided that the first-mentioned articles are intended for use in the interior of buildings; and/or

(d) folding doors containing wood, cloth, leather, leather cloth or any synthetic material with a wooden, synthetic wood or metal framework, but excluding canvas awnings, canvas sunblinds and Holland blinds; and for the purposes of this definition, 'canvas' means a woven material made from cotton flax, jute, hemp or similar decorticated vegetable or acrylic fibres or mixtures thereof;

4. OBJECTIVES

The objectives of this Agreement are to provide for the funds of the Council, which shall be vested in and administered by the Council, and for the registration of all employers engaged in the industries, irrespective of whether or not any Council Agreement is binding on such employer. The funds may only be utilized for administrative purposes.

PART II

5. CONTRIBUTIONS

(1) The provisions of this clause shall apply in respect of all employees defined above.

(2) Contributions shall be made by employers in the manner specified hereunder.

This gazette is also available free online at www.gpwonline.co.za

(3) (a) From the earnings of every employee to whom this Agreement applies the employer shall: In respect of weekly paid employees deduct R1.96 and in respect of monthly paid employees deduct R8.49 each month, including weeks on which the employee is absent on paid leave. The equivalent monthly payment is R8.49 per employee; and

(b) To the amount deducted in terms of paragraph (a) hereof, the employer shall add an equal amount and forward the total sum to the Council each month.

(c) The contributions in 3 (a) above will increase in the second and third years' by the respective year on year CPI rate as at December as published by Stats SA.

(4) (a) Every employer in regions A,B,C,D,E, and F shall forward the amounts payable each month in terms of sub-clause (3) hereof, together with a statement in such form as may be specified from time to time, to reach the Metal Industries Benefit Fund Administrators (MIBFA), Central Funds Collection Office, 2nd Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001, by no later than close of business on the 7TH Day of the subsequent month.

(b) The employer uses the postal services, courier services or any other means of delivery or transfer at his own risk. The relevant postal address is P O Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries to be directed to the Financial Manager at the above address or (011) 870-2000.

(5) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, not later than the 7TH day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in sub-clause (5) hereof, and shall record thereon the number of employees employed on Limited Duration Contracts of employment during the month to which the statement applies.

(6) (a) For the purposes of this sub-clause 'the Act' means the National Credit Act, of 2005.

(b) If any amount that falls due in terms of this clause is not received in full by the Council by the 7th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions.

(i). The interest payable shall accrue on the balance of the amount outstanding from time to time from the 7TH day until the full amount is received by the Council.

(ii). The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rates as if the amount outstanding were a "credit transaction" for the purposes of the Act. For purposes of calculating the interest, the provisions of section 1 of the Act read with Regulation 42 of the Act shall, *mutatis mutandis*, apply.

(iii) The council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest that accrues in terms of this sub-clause.

(iv) In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs (legal costs) of whatever nature as between attorney and client and all such collection commission.

(v) In addition to the above, all the other provisions of the Act that are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall, *mutatis mutandis*, apply for these purposes."

PART III

6. REGISTRATION

(1) Every employer operating in this industry, as defined, excluding those employers referred to in clause 1(2) of this Agreement, shall

(a) within one month of the date on which this Agreement comes into operation, and in the event of entering this industry after the publication under section 32 of the Act by virtue of which this Agreement is binding, within one month of the date on which he so enters the industry, furnish to the Manager of the regional council in the area concerned, a written statement, in the form obtainable from a regional council, setting forth his full name and residential address and, if the employer is a partnership, the full names and addresses of all partners, and, if the employer is a company, the full names and addresses of the directors and secretary, and if the employer is a close corporation, the full names and addresses of the members and secretary, the name and the address or addresses at which business is carried on, the activities, trades or occupations carried out, IDs of employees and also the number of employees employed covered by this agreement: Provided that if this Agreement is superseded by a further agreement, an employer who holds a current certificate of registration issued under this section or in pursuance of a previous binding agreement, shall be deemed to have complied with the provisions of this sub-clause;

(b) in the event of any change in the name or the address or addresses at which business is carried on, or among the partners or, if the employer is a company or close corporation, of its secretary, or in the event of the sequestration of the employer's estate, or if the employer is a company or close corporation, of the winding-up of the company or close corporation, or in the event of the transfer or abandonment of the business carried on, or a change in activities or the acquisition or commencement of any other activities or business, furnish to the Manager of the regional council concerned, within 14 days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

This gazette is also available free online at www.gpwonline.co.za

(2) The fact that any employer as contemplated in sub-clause (1) above may claim exclusion or exemption from any one or other Agreement that is binding in the industries shall not exonerate him from complying with the requirements of sub-clause (1) above unless the enterprise has a valid license for exemption.

(3) The requirements of sub-clauses (1) and (2) of this clause shall not be construed as an attempt by the Council to enforce the provisions of any particular Agreement administered by it, if such Agreement was not in the past binding on the employer and his employees or where exclusions and/or exemptions exist in favour of the employer and his employees.

PART IV

7. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement.

8. AGENTS

(1) The Council shall appoint one or more persons as agents in terms of section 33(1) of the Act to promote, monitor and enforce the terms of this Agreement.

(2) A person appointed in terms of sub-clause (1) above shall after appointment by the Minister thereafter be referred to as a designated agent and shall have the powers set out in section 33A and in Schedule 10 of the Act.

(3) Enforcement of this agreement by a designated agent shall be in accordance with Clause 10 of this agreement.

9. EXEMPTIONS AND APPEALS

(1) Any person bound by this Agreement may apply for exemption.

(2) The Bargaining Council has the authority to consider applications for exemptions and/or licenses issued for exemptions.

(3) 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 recorded views expressed by the trade union or workforce itself during the plant level consultation process and where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application; and

(h) Any other relevant supporting data and financial information the Council may prescribe from time to time.

(4) An exemption application in respect of a term or provision in a Collective Agreement:

(a) Concluded in the Council that applies throughout the Industry must be considered by an exemptions body appointed by the Council.

This gazette is also available free online at www.gpwonline.co.za

(5) The Bargaining Council shall decide on an application for exemption within 30 days of receipt.

(6) Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions committee which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

(7) The regional office may, if an application is found to be incomplete, request additional information from an applicant applying for exemption, the applicant will be afforded 30 days to provide the required information failing which the application will be deemed to be rejected.

8) In scrutinising an application, the exemption committee or the Independent Exemptions Appeal Board (IEAB) will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in sub-clause 12 below.

(9) The General Secretary must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision.

(10) In the event of the exemptions committee granting, partially granting (recommending) 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 IEAB, within 14 days from the date of being informed of the outcome. Such an appeal must be filed with the Convenor of the IEAB on the following address (should the address change the industry will be advised accordingly):

Attention: The IEAB Convenor – Mr Vice Ngonyama
Metal and Engineering Industries Bargaining Council
1st Floor Metal Industries House
42 Anderson Street
Johannesburg
Gauteng, 2001
Fax: (086) 636 8690

Tel: (011) 639 8000
Email: vicen@melbc.co.za

(11) The IEAB shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible but not later than 30 days after the appeal has been lodged against the decision of the exemption committee.

(12) When considering an application or appeal, the exemption committee or IEAB whichever the case may be must consider, in addition to sub-clause 8, the following:

(i) Whether the granting of the exemption or appeal will prejudice the objectives of this agreement;

(ii) The duration of an exemption granted on financial grounds, supported by a report from an independent auditor appointed by the Council, shall be limited to 12 months.

(13) In the event of the IEAB granting, partially granting (recommending) or refusing to grant the appeal, the applicant shall be informed in writing within 14 days from the date of the decision.

(14) The decision of the IEAB is final and binding upon the applicant and the *Bargaining Council*.

(15) If an exemption or appeal is granted or partially granted (recommended), the exemption committee or the IEAB, shall issue a license for exemption or appeal, signed by the General 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.

(16) An employer to whom a license has been issued shall at all times have the license available for inspection at the workplace.

(17) The General Secretary must maintain a register of all exemption licenses.

10. RESOLUTION OF DISPUTES

Any dispute about the interpretation, application, or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement.

REGISTERED EMPLOYERS' ORGANISATIONS PARTY TO THE COUNCIL:

Association of Electric Cable Manufacturers' of South Africa;

SIGNATURE: _____

DATE: 25-5-2022

Constructional Engineering Association (South Africa);

SIGNATURE: 23-5-2022

DATE: _____

Cape Engineers' and Founders' Association;

This gazette is also available free online at www.gpwonline.co.za

SIGNATURE:

DATE: 25/05/2022

Consolidated Employer's Organisation;

SIGNATURE:

DATE: 27/05/2022

Eastern Cape Engineering and Allied Industries Association (ECEAIA);

SIGNATURE:

DATE: 30-05-2022

Electrical Engineering and Allied Industries' Association;

SIGNATURE:

DATE: 25/05/2022

Electrical Manufacturers Association of South Africa;

SIGNATURE:

DATE: 25/05/2022

Federated Employers Organisation of South Africa (FEOSA);

SIGNATURE:

DATE:

Gate and Fence Association;

SIGNATURE:

DATE: 25/05/22

Hand Tool Manufacturers' Association (HATMA);

SIGNATURE:

DATE: 26/05/22

Iron and Steel Producers' Association of South Africa;

SIGNATURE:

DATE: 25/05/2022

KwaZulu Natal Engineering Industries' Association;

SIGNATURE:

DATE: 25/05/2022

Lift Engineering Association of South Africa;

SIGNATURE:

DATE: 25/05/2022

Light Engineering Industries' Association of South Africa;

SIGNATURE:

DATE: 25/05/2022

National Employers' Association of South Africa (NEASA);

SIGNATURE:

DATE:

23

Non-Ferrous Metal Industries' Association of South Africa;

SIGNATURE: Winter

DATE: 24/05/2022

Plastics Convertors Association of South Africa (PCASA);

SIGNATURE:

DATE: 18/5/2022

Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;

SIGNATURE:

DATE: 26/05/2022

South African Electro-Plating Industries Association;

SIGNATURE:

DATE: 24/5/2022.

South African Engineers' and Founders' Association;

SIGNATURE:

DATE:

South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);

SIGNATURE:

DATE: 27/05/2022

South African Pump Manufacturers' Association;

SIGNATURE:

DATE: 25/05/2022.

South African Valve and Actuator Manufacturers' Association (SAVAMA);

SIGNATURE:

DATE: 24/05/2022

South African United Commercial Employers Organisation;

SIGNATURE:

DATE:

REGISTERED TRADE UNIONS OR "EMPLOYEE ORGANISATIONS" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)

SIGNATURE:

DATE: 28/03/2022

Solidarity / Solidariteit

SIGNATURE: FHvAD HEERDEN

DATE: 25/03/2022

UASA-The Union

SIGNATURE:

DATE: 05/04/2022

National Union of Metalworkers' of South Africa (NUMSA)

25

SIGNATURE:

DATE: 05 May 2022

S.A. Equity Workers' Association (SAEWA)

SIGNATURE:

DATE: 25-03-2022

CONTINUES ON PAGE 386 OF BOOK 4

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

This gazette is also available free online at **www.gpwonline.co.za**



Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette *No. 11497* *Regulasiekoerant*

Vol. 688 7 October / Oktober 2022 No. 47254

PART 4 OF 6

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

ISSN 1682-5845

9 771682 584003 47254



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2571 **7 October 2022**

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF THE DISPUTE RESOLUTION COLLECTIVE AGREEMENT TO NON-PARTIES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Metal and Engineering Industries 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 31 March 2025.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 28/09/2022

ANNEXURE A

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
DISPUTE RESOLUTION AGREEMENT

CONTENTS

Parties to the Agreement

Clause 1 Scope of application of agreement

Clause 2 Period of operation of agreement

Clause 3 Definitions

Clause 4 Objectives

Clause 5 Contributions

Clause 6 Dispute Resolution

Clause 6.1 Preamble

Clause 6.1.1 Negotiating Procedures

Clause 6.1.2 Dispute Settlement Procedures

Clause 6.1.2.1 Disputes about the Interpretation or Application of the Council's Collective Agreements

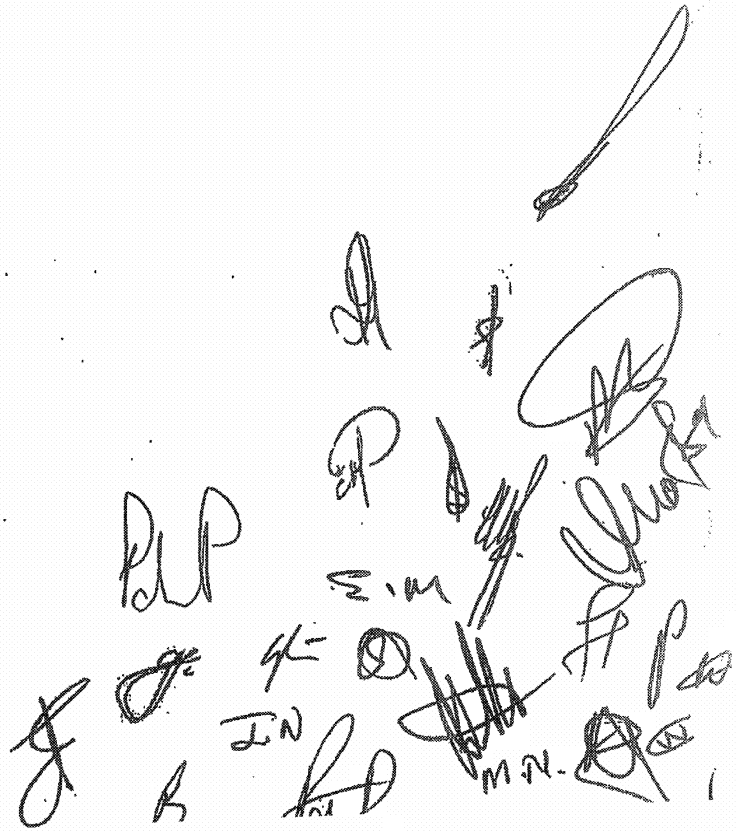
Clause 6.1.2.2 Enforcement of Collective Agreements by the Council

Clause 6.1.2.3 Arbitration in terms of Clause 6.1.2.2 above

Clause 7 General

Clause 8 Exemptions

Clause 9	Dispute Resolution Procedure for the Interpretation, Application, Enforcement of Collective Agreements	or
Clause 10	Agents	
Clause 11	Resolution of Disputes	
Clause 12	Rules for the Conduct of Proceedings before Centre for Dispute Resolution (CDR) in the Metal and Engineering Industries Bargaining Council (MEIBC)	
Schedule 1		



SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
DISPUTE RESOLUTION AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa;
Cape Engineers' and Founders' Association;
Constructional Engineering Association (South Africa);
Consolidated Employer's Organisation;
Eastern Cape Engineering and Allied Industries Association (ECEAIA);
Electrical Engineering and Allied Industries' Association;
Electrical Manufacturers Association of South Africa;
Federated Employers Organisation of South Africa (FEOSA);
Gate and Fence Association;
Hand Tool Manufacturers' Association (HATMA);
Iron and Steel Producers' Association of South Africa;
KwaZulu Natal Engineering Industries' Association;
Lift Engineering Association of South Africa;
Light Engineering Industries' Association of South Africa;
National Employers' Association of South Africa (NEASA);
Non-Ferrous Metal Industries' Association of South Africa;
Plastics Convertors Association of South Africa (PCASA);
Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;
South African Electro-Plating Industries Association;
South African Engineers' and Founders' Association;
South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);
South African Pump Manufacturers' Association;
South African Valve and Actuator Manufacturers' Association (SAVAMA);
South African United Commercial Employers Organisation;

REGISTERED TRADE UNION OR "EMPLOYEE ORGANISATION" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA).
Solidariteit/Solidarity;

UASA-The Union;
National Union of Metalworkers' of South Africa (NUMSA);
South African Equity Workers' Association (SAEWA);

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed by employers and employees in the Iron, Steel, Engineering and Metallurgical Industry as defined hereunder, in the Republic of South Africa

"Iron, Steel, Engineering and Metallurgical Industries" means

(a) the production of iron and/or steel.;

(b) the production of alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues

(c) the general engineering and manufacturing engineering and metallurgical industries

(d) the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping or scaling and/or painting of their hulls, and general woodwork undertaken in connection with ship repairs ;

(e) the electrical engineering industry;

(f) the lift and escalator industry ;

(g) the plastics industry and

(h) The iron, steel and metallurgical industry as defined in paragraph (a) to (g) above shall include the activities of Temporary Employment Service as defined in the section 198(1) of the Labour Relations Act, 66 of 1995 as amended ("the LRA"), who for reward procure for or provide to a client whose undertaking falls within the registered scope of Metal and Engineering Industries Bargaining Council any persons (employees as defined in section 198(2) of the LRA) to render services or to perform work in such undertaking.

For the purpose hereof-

(a) **"General Engineering and Manufacturing Engineering and Metallurgical Industries"** means the industries concerned with the maintenance, fabrication, erection or assembly, construction,

alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal), or parts or components thereof, and structural metal work, including steel reinforcement work, and the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and the finishing of metal goods, but does not include the Motor Industry.

"Precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals, or any of these in such proportion with any other metals to be the greater part in value of such alloy.

(b) **"Electrical Engineering Industry"** shall consist of-:

(i) The manufacture and/or assembly from component parts of electrical equipment in the Republic of South Africa, namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors, and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment to include, but not to be limited to, television, and further, incandescent lamps and electric cables and domestic electrical appliances, and shall also include the manufacture of component parts of the aforementioned equipment.

(ii) Subject to clause (iii) hereunder, the installation, maintenance, repair and service of the equipment referred to in paragraph (i) above in the Provinces of the Transvaal and Natal; but does not include the activities of electrical contracting industry;

(iii) The installation, maintenance, repair and service of television sets and monitors within the Republic of South Africa, excluding the installation, maintenance, repair and service in the Province of the Cape of Good Hope, and excluding in respect of the whole of the Republic of South Africa, the installation, maintenance, repair and service of monitors primarily intended for use in accounting and/or data processing and/or business procedures.

(2) **"Electrical Contracting Industry"** means the design, preparation, (other than manufacture for sale) and erection of electrical installation forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations including any cable jointing

and electrical wiring associated therewith;

(3) **"Lift and Escalator Industry"** means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

(4) **"Plastics Industry"** means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts wholly or mainly made of such polymers into rigid, semi rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendered, coated, compression moulded or rotational moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities;

(5) **"Plastics"** means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono- and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council;

(6) **"Machine"** means any appliance, irrespective of the material of which it is made, but does not include an agricultural tractor.

(7) **"Metal goods"** does not include agricultural tractor;

(8) **"Motor Industry"** means-

(aa) Assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with-

(a) chassis and/or bodies of motor vehicles;

(b) internal combustion engines and transmission components of motor vehicles;

(c) the electrical equipment connected with motor vehicles, including radios;

(ab) automotive engineering;

(ac) repairing, vulcanising and/or retreading tyres;

(ad) repairing, servicing and reconditioning batteries for motor vehicles;

(ae) the business of parking and/or storing motor vehicles;

(af) the business conducted by filling and/or service stations;

(ag) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or accessories (whether new or used) pertaining thereto whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repair of motor vehicles;

(ah) the business of motor graveyards.

(ai) the business of assembly establishments;

(aj) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components;

(ak) vehicle body building;

For the purposes of this definition;

(9) **"Automotive engineering"** means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishment is engaged in the dismantling and repair motor vehicles or not;

(10) **"Motor vehicle"** means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, including trailers and caravans, but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 27 tons or over, or aircraft;

(11) **"Vehicle body building"** means any or all of the following activities carried on in a Vehicle Body

8

Building establishment-

(i) The construction, repair or renovation of cabs and/or bodies and/or any superstructure, for any type of vehicle;

(ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;

(iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;

(vi) building trailers, but not including the manufacture of wheels or axles therefor;

(vii) all operations incidental to or consequent upon the activities referred to in paragraphs (i),(ii), (iii), (iv), (v) and (vi).

For the purposes of this definition, **"vehicle"** does not include an aircraft, and **"Motor industry"** as defined above shall not include the following-

(i) the manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale;

(ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;

(iii) the manufacture and/or maintenance and/or repair of-

(aa) civil and mechanical engineering equipment and/or parts thereof, whether or not

9

mounted on wheels;

(bb) agricultural equipment or parts thereof; or

(cc) equipment designed for use in factories and/or workshops.

Provided that for the purposes of (aa), (bb) and (cc) above, "**equipment**" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

(dd) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale.

The above mentioned interests shall not include the undertakings, industries, trades or occupations in respect of which Transnet Bargaining Council has been registered on 2 October 1991. The latter Council has been registered in respect of the undertakings, industries, trades or occupations of Transnet Limited known as Spoornet, South African Airways, Autonet, Portnet, Transtel, Transwerk, Promat, Protekon or any other business, undertakings, industry, trade, occupation, unit, department or section of Transnet Limited in the Republic of South Africa as these undertakings, industries, trades or occupations were constituted on 2 October 1991.

(12) Notwithstanding the provisions of sub-clause (1) above, the terms of this Agreement shall apply to-

(a) Any employee who is any person, excluding an independent contractor, who works for another person and who receives, or is entitled to receive; any remuneration and to an employer of such employees who means any person whomsoever [including a temporary employment service as defined in section 198(1) of the Act] who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whosoever in any manner to assist him in the carrying on or conducting of his business in the registered scope of the council;

(b) Any other person who in any manner assists in carrying on or conducting the business of the employer in the registered scope of the council, and

(c) Apprentices and trainees not engaged through the merSETA.

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement applies to parties who signed the Agreement from date of signature until 31 March 2025.

(2) This agreement shall come into operation for non-parties as determined by the Minister of Labour in terms of section 32 of the LRA.

3. DEFINITIONS

Unless the context or this agreement indicates otherwise any expressions, words or phrases used in this Agreement shall have the same meaning as those defined in the Labour Relations Act No. 66 of 1995, and any reference to an act shall include any amendments to such Act, further –

'Act' means the Labour Relations Act of 1995; (Act 66 of 1995) as amended, and includes any regulation made in terms of that Act.

'Commission' means the Commission for Conciliation, Mediation and Arbitration.

'Council' means the Metal and Engineering Industries Bargaining Council registered in terms of section 29 of the Act.

'Council Commissioner' means an individual appointed by the Council to resolve disputes.

'Dispute' includes an alleged dispute and means any situation where –

(1) two or more parties are unable to reach agreement on a matter of mutual interest between them, and one or more of those parties advise the Council in writing that they are in dispute; OR

(2) the Council by way of its agents or any other person so appointed by the Council in terms of the Act, declares a dispute against an employer and/or employee for failure to comply with the provisions of one or more of the Council's Agreements. Notification of declaration of dispute against an employer and/or employee in respect of the identified contraventions shall be in terms of this agreement; OR

(3) A dispute in terms of the Act (Act 66 of 1995) as amended.

"Employee" as defined in section 213 of the Act.

'Establishment' means any premises wherein or whereon the industry, or part thereof, as herein defined, is carried on;

"The Rules" means the Rules for the Conduct of Proceedings before the CCMA as published by the Commission in terms of Section 115(6) of the Act..

4. OBJECTIVES

The objective of this agreement is to provide for:

(a) The funding of a dispute resolution centre as set out in Clause 5 below;

(b) A dispute resolution procedure for resolving disputes in the industry in line with the accreditation certificate issued to the council by the CCMA from time to time; and

(c) Rules and procedures to be applied in the resolution of disputes.

5. CONTRIBUTIONS

(1) The provisions of this clause shall apply in respect of all employees engaged within the registered scope of the Council.

(2) Contribution shall be made by employers in the manner specified hereunder:

(a) From the earnings of every employee to whom this Agreement applies the employer shall: in respect of weekly paid employees deduct seventy one cents (R0.71) each week, and in respect of monthly paid employees deduct three rand and seven cents (R3.07) each month; including periods in which the employee is absent of any paid leave. The equivalent monthly payment is three rand and seven cents (R3.07) per employee; and

(b) To the amount deducted in terms of paragraph (a) hereof, the employer shall add an equal amount and forward the total sum to the Council each month.

(c) The contribution in 2 (a) above will increase in the second and third years by the respective year on year inflation rate as at December as published by Stats SA, to be reviewed annually.

(d) The contribution collected by Council in terms of this agreement shall be for the exclusive use of all dispute resolution functions of the Council and shall be maintained in a separate account and accounted for separately.

(3) The total amount payable to the Council in terms of sub-clause (2)(a), (b) and (c) hereof shall be forwarded to the Council each month.

(a) Every employer in regions A, B, C, D, E, and F shall forward the amounts payable each month in terms of sub-clause (2) above, together with a statement in such form as may be specified from time to time by the Council, to reach the Metal Industries Benefit Fund Administrators (MIBFA), Central Funds Collection Office, 2nd Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001, by no later than close of business on the 7th day of the subsequent month.

(b) The employer uses the postal services, courier services or any other means of delivery or transfer at his own risk. The relevant postal address is P O Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries to be directed to the Financial Manager at the above address or (011) 870-2000.

(4) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, not later than the 7th day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in sub-clause (3) hereof, and shall record thereon the number of employees employed on Limited Duration Contracts of employment during the month to which the statement applies.

(5) For the purposes of this sub-clause 'the Act' means the National Credit Act 34 of 2005.

(a) If any amount that falls due in terms of this clause is not received in full by the Council by the 7th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions.

(i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 7th day until the full amount is received by the Council.

(ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rates as if the amount outstanding were a "credit transaction" for the purposes of the Act. For purposes of calculating the interest, the provisions of section 1 read with Regulation 42(1) of the Act shall, *mutatis mutandis*, apply.

(iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest that accrues in terms of this sub-clause.

(iv) In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.

(v) In addition to the above, all the other provisions of the Act that are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall, *mutatis mutandis*, apply for these purposes."

6. DISPUTE RESOLUTION

6.1 PREAMBLE

(a) Subject to sub-clause (c) below; the procedures set out in this Agreement shall be utilised to deal with all disputes arising within the Council's jurisdiction as defined in Clause (1) above.

(b) Different processes shall be utilised for different types of disputes, as set out below. In the event of a dispute over which section should be applied, the dispute shall be processed in accordance with sub-clause 6.1.3.1 below. Notwithstanding this Agreement, parties may agree to meet whenever they mutually deem it necessary for the purpose of resolving a dispute. They may give consideration at their own cost to privately appointing a mediator, arbitrator or referring the dispute to any other process, as agreed between them.

14

(c) Notwithstanding sub-clause (a) above, employers and employees may, through a collective agreement establish their own dispute procedure which does not necessitate them having to refer disputes to the Council, even though the parties fall within the Council's jurisdiction.

(d) If at any stage after a dispute has been referred to the Council, it becomes apparent that the dispute ought to have been resolved through private dispute resolution in terms of a collective agreement or in terms of a private agreement between the parties to the dispute, the Council may refer the dispute back to the referring parties for processing in terms of their private dispute resolution procedure.

(e) The Council is in terms of Section 127(5) of the Labour Relations Act No.66 of 1995 as amended accredited to conciliate and arbitrate disputes.

6.1.1. Negotiating Procedure

(a) Where any party to the Council wishes to initiate negotiations for the amendment of any existing agreement or the introduction of a new agreement, that party shall submit its proposals in writing to the General Secretary of the Council at the address as listed in Schedule 1 to this Rules.

(b) The General Secretary shall immediately arrange for the proposal to be circulated to all interested parties and shall take steps to arrange a negotiating meeting within 45 days of receipt of the proposal. Where the General Secretary, in consultation with the President of the Council, decides that the proposal relates to the negotiation of an industry matter, the date of the first negotiating meeting shall be decided at the next meeting of the Council's Management Committee, and such negotiating meeting shall be held within 30 days of that Management Committee meeting.

(c) Further negotiating meetings may be held by agreement between the parties, who may also agree on any procedures, documentation, or any other matters for the purposes of assisting the negotiations.

(d) If the negotiations have not been resolved in terms of sub-clause 6.1.1(b) above or as otherwise agreed between the parties, any party to those negotiations may declare a dispute by notice in writing to the Council and must satisfy the Council that a copy of the referral has been served on all other parties to the dispute. Industry disputes shall be processed in accordance with sub-clause 6.1.2 below.

6.1.2. Disputes about Negotiations

(a) In the event that the General Secretary, in consultation with the President of the Council, decides that a dispute declared in terms of sub-clause 6.1.1(d) above is an industry matter, he/she shall arrange for the Management Committee to meet within 14 days of the declaration of such dispute, for the purposes of considering the matter.

(b) The Management Committee shall use its best endeavours to settle the dispute and shall meet as often as it deems necessary for this purpose. In the course of its deliberations the Committee may give consideration to the following:-

(i) appointing a sub-committee to meet within a specified number of days, for the purposes of attempting to resolve the dispute, or to recommend to the Management Committee a process by which the dispute can be resolved;

(ii) referring the dispute to conciliation in terms of the Act and the Rules for conciliating and arbitrating disputes attached as Schedule A hereto. This shall be compulsory, in the case of a dispute involving a non-party to the Council;

(iii) referring the dispute to arbitration in terms of the Act and the Rules;

(iv) instructing the General Secretary to issue a certificate stating that the dispute remains unresolved.

(c) Subject to this Agreement, if the dispute has not been settled within 30 days from the date on which the dispute was referred to the Council, and if the parties have not within that period agreed on a process to resolve the dispute, any party to the dispute shall be entitled to pursue whatever means are available in the Act to process that dispute.

6.1.3. Dispute Settlement Procedures

Disputes within the Council's jurisdiction in terms of section 51 of the Act and which do not fall within the scope of sub-clause 6.1.1 above, shall be dealt with in terms of the Act in conjunction with the CCMA Rules as published from time to time.

6.1.3.1 Disputes about the Interpretation or Application of the Council's Collective Agreements

(a) In the event of a dispute arising relating to the interpretation or application of a Collective Agreement in terms of section 24(2) of the Act, it shall be processed in terms of the Rules.

(b) This part excludes demarcation disputes referred to in section 62 of the Act and which are to be referred to the Commission.

(c) A party wishing to refer such a dispute may refer the dispute in writing, setting out the details of the dispute to the Council if:

(i) The collective agreement does not provide for a procedure.

(ii) The procedure provided for in the collective agreement is inoperative.

(iii) Any party to the collective agreement has frustrated the resolution of the dispute in terms of the collective agreement.

6.1.3.2. Enforcement of Collective Agreements by the Council

Disputes within the Council's jurisdiction in terms of section 33A of the Act shall be dealt with in terms of the Act and Clause 8 below, in conjunction with the Rules.

(a) Despite any other provision the council **shall** monitor and enforce compliance with its collective agreements in terms of this clause or a collective agreement concluded by the parties to the Council.

(b) For the purpose of this clause the collective agreement is deemed to include –

(i) any condition of employment of any employee covered by a collective agreement; and

(ii) the rules of any fund or scheme established by the Council.

(c) The council may refer any unresolved dispute, in terms of this agreement, concerning compliance with any provision of a collective agreement to arbitration by an arbitrator appointed by the Council.

(d) If a party to an arbitration in terms of this clause that is not a party to the Council, objects to the appointment of an arbitrator in terms of sub-clause (c) above, the Commission, on request by the Council must appoint an arbitrator.

(e) An arbitrator conducting an arbitration in terms of this clause has the powers of a commissioner in terms of Section 142 of the Act, read with the changes required by the context.

(f) An arbitrator acting in terms of this clause may determine any dispute concerning the interpretation or application of a collective agreement.

(g) An arbitrator conducting an arbitration in terms of this clause may make an appropriate award, including –

(i) ordering any person to pay any amount owing in terms of a collective agreement;

(ii) imposing a fine for a failure to comply with a collective agreement in accordance with sub-clause (i) and Tables One and Two as set out hereunder;

(iii) charging a party an arbitration fee;

(iv) ordering a party to pay the costs of the arbitration;

(v) confirming, varying or setting aside a compliance order issued by a designated agent;

(vi) any award contemplated in Section 138(9) of the Act.

(h) Interest on any amount that a person is obliged to pay in terms of a collective agreement accrues from the date on which the amount was due and payable at the rate prescribed in terms of Section 1 of the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975), unless the arbitration award provides otherwise.

(i) An award in an arbitration conducted in terms of this clause is final and binding and may be enforced in terms of Section 143 of the Act.

(j) If an employer upon whom a fine has been imposed in terms of this clause files an application to review and set aside an award made in terms of sub-clause (g) above, any obligation to pay a fine is suspended pending the outcome of the application.

(k) The maximum fines that may be imposed by an arbitrator acting in terms of this clause is subject to variation by notice of the Minister as published in the Government Gazette. A notice in terms of this paragraph may specify the maximum fine that may be imposed –

(i) For a breach of a collective agreement –

18

(aa) not involving a failure to pay any amount of money;

(ab) involving a failure to pay any amount of money; and

(ii) For repeated breaches of the collective agreement contemplated in subparagraph (a).

6.1.3.3 Arbitration in terms of Clause 6.1.2.2 above

(a) The maximum fine that may be imposed by an arbitrator:

(i) For a failure to comply with a provision of a collective agreement not involving a failure to pay any amount of money, is the fine determined in terms of Table One; and

(ii) Involving a failure to pay an amount due in terms of a collective agreement is the greater of the amounts determined in terms of Table One and Table Two.

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	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provisions within three years	R300 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	R400 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	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO: MAXIMUM PERMISSIBLE FINE INVOLVING AN UNDERPAYMENT

19

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 within three years	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 provisions 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 respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order.

7. EXEMPTIONS

(1) Any person bound by this Agreement may apply for exemption.

(2) The Council has the authority to consider applications for exemptions and/or licenses issued for exemptions.

(3) All applications for exemption shall be made in writing on the appropriate application form, obtained from the 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;

20

(e) The duration and timeframe for which the exemption sought;

(f) The business strategy and plan of the applicant seeking the exemption;

(g) The recorded views expressed by the trade union or workforce itself during the plant level consultation process and where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

(h) Any other relevant supporting data and financial information the Council may prescribe from time to time.

(4) An exemption application in respect of a term or provision in a Collective Agreement:

(a) Concluded in the Council that applies throughout the industry must be considered by an exemptions committee appointed by the Council.

(5) The Council shall decide on an application for exemption within 30 days of receipt.

(6) Upon receipt of an application by the Council, it shall immediately refer the application to the exemptions committee which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

(7) The regional office may, if an application is found to be incomplete, request additional information from an applicant applying for exemption, the applicant will be afforded 30 days to provide the required information failing which the application will be deemed to be rejected.

(8) In scrutinising an application, the exemption committee or the Independent Exemptions Appeal Board (IEAB) will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in sub-clause 12 below.

(9) The General Secretary must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision.

(10) In the event of the exemptions committee granting, partially granting (recommending) 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

21

IEAB, within 14 days from the date of being informed of the outcome. Such an appeal must be filed with the Convenor of the IEAB on the following address (should the address change the industry will be advised accordingly):

Attention: The IEAB Convenor – Mr Vice Ngonyama
Metal and Engineering Industries Bargaining Council
1st Floor Metal Industries House
42 Anderson Street
Johannesburg
Gauteng, 2001
Fax: (086) 636 8690
Tel: (011) 639 8000
Email: vicen@meibc.co.za

(11) The IEAB shall hear and decide and inform the applicant and the Council as soon as possible but not later than 30 days after the appeal has been lodged against the decision of the exemption committee.

(12) When considering an application or appeal, the exemption committee or IEAB whichever the case may be must consider, in addition to sub-clause 8, the following:

(a) Whether the granting of the exemption or appeal will prejudice the objectives of this agreement;

(b) The duration of an exemption granted on financial grounds, supported by a report from an independent auditor appointed by the Council, shall be limited to 12 months; and

(c) The duration of an exemption granted where better benefits exist shall remain in place provided that the replacement benefit remains more favourable.

(13) In the event of the IEAB granting, partially granting (recommending) or refusing to grant the appeal, the applicant shall be informed in writing within 14 days from the date of the decision.

(14) The decision of the IEAB is final and binding upon the applicant and the Council.

(15) If an exemption or appeal is granted or partially granted (recommended), the exemption committee or the IEAB, shall issue a license for exemption, signed by the General 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.

(16) An employer to whom a license has been issued shall at all times have the license available for inspection at the workplace.

(17) The General Secretary must maintain a register of all exemption licenses.

8 DISPUTE RESOLUTION PROCEDURE FOR THE INTERPRETATION, APPLICATION, OR ENFORCEMENT OF COLLECTIVE AGREEMENTS

8.1 PREAMBLE

Words and phrases in this Section, unless the context otherwise indicates, have the same meaning as those defined in the Labour Relations Act No. 66 of 1995 ("the Act").

8.2. REFERRAL OF COMPLAINT

(a) Any person or party may in writing refer a complaint about the interpretation, application or enforcement of any collective agreement entered into through the Council, to the Secretary of the Council ("the secretary") for investigation and resolution in terms of this clause.

(b) Any such referral must be made within 60 days of either that person or party becoming aware of the problem giving rise to that complaint or the parties' failure to resolve the problem in accordance with their internal procedures, provided that the Administration Committee may condone a late referral on good cause shown.

8.3 INVESTIGATION OF COMPLAINT

(a) The Secretary shall initiate an investigation of the complaint referred to in sub-clause 8.2(b) and inform any party against whom a complaint has been made, and may require a designated agent to investigate the matter. Any complaint which on investigation is disputed may be deemed to be a dispute for the purposes of this Procedure.

8.4 DESIGNATED AGENTS

(a) In the event of a designated agent being appointed in terms of sub-clause 8.3 above, or if a designated agent discovers an apparent breach of a collective agreement in the course of performing his/her duties, the designated agent shall have the powers granted designated agents in the Act and-

(i) shall investigate the alleged breach and/or dispute;

(ii) may endeavour to secure compliance with the collective agreement through conciliation;

(iii) may issue a compliance order, which calls upon a person or party to comply in a special manner and within a specified time period, with the terms of a collective agreement; and

(iv) as soon as possible after the investigation shall submit a written report to the Secretary, outlining steps taken to secure compliance, the outcome of these steps, and recommendations for resolving the matter (if not resolved). The Secretary shall provide the parties involved with a copy of the report.

8.5 SECRETARY'S FUNCTION

(a) On receipt of any report in terms of sub-clause 8.4(a)(iv) above, or based on the outcome of any investigation resulting from sub-clause 8.3 above, the Secretary may:-

(i) Require a designated agent to make (further) investigations;

(ii) Appoint a conciliator from the Council's panel of conciliators to conciliate the dispute;

(iii) Issue a compliance order as contemplated in sub-clause 8.4(a)(iii) above, (if not issued previously).

8.6 CONCILIATION

(a) If the dispute is not resolved within 30 days of a party providing written notice to the Council in terms of sub-clause 8.2(b) above or of a designated agent initiating an investigation in terms of sub-clause 8.4(a)(i) above, or any further period agreed between the parties, the Secretary shall refer it to conciliation if it has not previously been referred to conciliation in terms of this Procedure. The Secretary shall appoint a conciliator from the Council's panel of conciliators, for this purpose.

(b) In any conciliation proceedings conducted in terms of this Procedure, the conciliator may use whatever process he/she feels is appropriate in an attempt to resolve the dispute, which may or may not require meetings with the parties or their representatives. The conciliation shall be deemed to have failed, if the conciliator declares it so in writing or if the dispute has not been resolved within 14 days of the appointment of a conciliator or the initiation of conciliation by a designated agent in terms of Sub-clause 8.4(a)(ii) above. This period may be extended by agreement between the conciliator and the parties involved.

(c) At any conciliation meeting, a party to the dispute may appear in person or be represented only by a co-employee or by a bona fide member, office bearer or official of that party's registered trade union or registered employers' organisation and, if that party is a juristic person, by a director or an employee. These provisions may be varied by agreement between the parties to the dispute.

8.7 ARBITRATION

(a) A dispute shall be referred to arbitration at the written request of any party to the dispute, provided such request is made to the Secretary within 30 days of the failure of conciliation in terms of Clause 8.6(b) above.

(b) If the dispute is referred to arbitration, the Secretary shall appoint an arbitrator from the Council's panel of arbitrators. In making the appointment, the Secretary shall take into consideration any views the parties may express about their choice of arbitrator, and shall appoint an arbitrator who is independent of the Council in the event of the Council having a direct interest in the dispute.

(c) After consultation with the parties and the appointed arbitrator, the Secretary must serve notice of the date, time and venue of the arbitration on:-

(i) the parties to the dispute;

(ii) any other person(s) or parties who he/she is aware may have a direct interest in the outcome of the arbitration.

(d) In the event that the "other person(s) or parties" contemplated in sub-clause 8.7(c)(ii) above are employees of a party to the dispute, notice shall be deemed to be served if:-

(i) it is served on a trade union of which they are a member; or

(ii) it is prominently displayed on a notice board at their workplace.

(e) Any notice contemplated in terms of sub-clause 8.7(d)(ii) above, shall provide for a process whereby such persons or parties, through their representatives, may elect to participate in the arbitration proceedings. The right of representation is subject to sub-clause (j) below.

(f) The arbitrator may at any stage prior to or during the arbitration proceedings attempt to resolve the dispute through conciliation with the consent of the parties to the dispute. If appropriate, the arbitrator may refer the dispute to be conciliated by another conciliator.

(g) In the event that the arbitrator attempts conciliation prior to the commencement of arbitration, any party to the dispute may, prior to the commencement of the arbitration object to that person continuing to arbitrate the dispute, by written notice to the secretary. In that event, the secretary shall appoint another arbitrator from the Council's panel as soon as possible.

(h) The arbitrator may conduct the arbitration in the manner that he/she considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.

(i) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute may give evidence; call witnesses of any other party, and address concluding arguments to the arbitrator.

(j) In any arbitration proceedings conducted in terms of this Procedure, a party to the dispute may represent him/herself or be represented only by a legal practitioner, co-employee or by a bona fide member, office bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or an employee. These provisions may be varied by agreement between the parties to the dispute.

(k) Any arbitration in terms of this Procedure is conducted in terms of the Arbitration Act, 1965, provided that in terms of Section 17 of that Act, it is agreed that no formal record of proceedings shall be kept. It is further agreed that arbitration awards may be delivered other than in the presence of the parties, thereby enabling arbitrators to deliver awards to parties by fax, post or other similar means.

(l) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings after having been given written notification thereof, the arbitrator may dismiss the matter. Subject to sub-clause (q) below, the arbitrator's decision shall be final and binding on all parties to the dispute.

(m) If a party other than a party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings the arbitrator may:

(i) continue with the arbitration proceedings in the absence of that party; or

(ii) adjourn the arbitration proceedings to a later date.

(n) Within 14 days of the conclusion of the arbitration proceedings, the arbitrator must issue a signed arbitration award with reasons, and the Council must, as soon thereafter as possible, serve a copy of that award on each party to the dispute. The award shall be final and binding on all parties to the dispute.

(o) On good cause shown by the arbitrator concerned, the secretary may extend the period during which the arbitration award is to be issued.

(p) The arbitrator may make any appropriate award that gives effect to the collective agreement. In considering the retrospective application of any award, the arbitrator shall consider, inter alia, the period of operation of the collective agreement in question and the reasons for any delays in processing the dispute. The arbitrator may not include an order in the arbitration award for costs incurred by the parties, unless a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner, or unless such award is in accordance with a mandate agreed between the parties.

(q) An arbitrator may at his/her own initiative or as a result of an application by an affected party, vary or rescind an award-

(i) erroneously sought or erroneously made in the absence of any party affected by the award;

(ii) in which there is an ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or

(iii) Granted as a result of a mistake common to the parties to the proceedings.

(r) The secretary or any of the parties may apply to make the arbitration award an order of the Labour Court under Section 158(1) of the Act.

(s) Review proceedings may be instituted within six weeks of the date of the award, by any party who alleges a defect in the arbitration proceedings, or if the alleged defect involves corruption, within six weeks of the date that the party discovers the corruption. For the purposes of this section, a defect shall mean where:

(t) An arbitrator has committed misconduct in relation to his/her duties as arbitrator, or

(i) An arbitrator has committed a gross irregularity in the conduct of the arbitration proceedings or has exceeded his/her powers; or

(ii) The award has been improperly obtained

8.8 GENERAL

(a) The provisions of this Clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

(b) Functions to be performed by the Council in terms of this section shall be performed by the secretary. The secretary may delegate any of his/her functions and responsibilities as set out in this Procedure.

(c) If required by the Act, the Council shall process as an accredited agency any dispute referred in terms of this Procedure by a non-party to the Council, or appoint an accredited agency to conciliate and/or arbitrate that dispute. In the event of an agency being so appointed, the conciliation and/or arbitration shall nevertheless be conducted in accordance with this Procedure.

(d) This procedure is concluded by the Council in accordance with section 24(1) of the Act, and disputes over the interpretation, application or enforcement of any collective agreement entered into through the Council shall be processed in terms of this Procedure, unless otherwise agreed by the parties to any such collective agreement.

(e) The Council may be a party to a dispute which is processed in terms of this clause.

(f) Subject to sub-clause 8.7(p) above, expenses incurred through conciliation and arbitration proceedings may be charged in any manner determined by the Council.

(g) Any Court application in relation to this Procedure be it urgent or otherwise, shall be made to the Labour Court.

(h) Any notice or service required in terms of this Procedure may be given by hand, fax or registered post.

(i) Without on any way detracting from the rights and obligations emanating from this Procedure, it shall be interpreted and applied in a manner that promotes effective dispute resolution.

9. AGENTS

(1) The Council shall appoint one or more persons as agents in terms of section 33(1) of the Act to promote, monitor and enforce the terms of this Agreement.

(2) A person appointed in terms of sub-clause (1) above shall thereafter be referred to as a designated agent and shall have the powers set out in section 33A and in Schedule 10 of the Act.

(3) Enforcement of this agreement by a designated agent shall be in accordance with Clause 11 of this agreement.

10. RULES FOR THE CONDUCT OF PROCEEDINGS BEFORE CENTRE FOR DISPUTE RESOLUTION (CDR)

(1) The Rules for the Conduct of Proceedings before the CCMA as published will apply.

11. RESOLUTION OF DISPUTES IN TERMS OF THIS AGREEMENT

(1) Any dispute about the interpretation, application, or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in Clauses 6.1.3.1 and 6.1.3.2 of this agreement.

REGISTERED EMPLOYERS' ORGANISATIONS PARTY TO THE COUNCIL:

Association of Electric Cable Manufacturers' of South Africa;

SIGNATURE: _____

DATE: 25-5-2022.

Cape Engineers' and Founders' Association;

SIGNATURE: _____

DATE: 26/5/2022

Constructional Engineering Association (South Africa);

SIGNATURE: _____

DATE: 25/05/2022

Consolidated Employer's Organisation;

SIGNATURE:

DATE: 27/05/2022

Eastern Cape Engineering and Allied Industries Association (ECEAIA);

SIGNATURE:

DATE: 30-05-2022

Electrical Engineering and Allied Industries' Association;

SIGNATURE:

DATE: 25/05/2022

Electrical Manufacturers Association of South Africa;

SIGNATURE:

DATE: 26/05/2022

Federated Employers Organisation of South Africa (FEOSA);

SIGNATURE:

DATE:

Gate and Fence Association;

SIGNATURE:

DATE: 25/05/22

Hand Tool Manufacturers' Association (HATMA);

SIGNATURE:

31

DATE: 26/05/2022

Iron and Steel Producers' Association of South Africa;

SIGNATURE:

DATE: 25/05/2022

KwaZulu Natal Engineering Industries' Association;

SIGNATURE:

DATE: 24/05/2022

Lift Engineering Association of South Africa;

SIGNATURE:

DATE: 25/05/2022

Light Engineering Industries' Association of South Africa;

SIGNATURE:

DATE: 25/05/2022

National Employers' Association of South Africa (NEASA);

SIGNATURE:

DATE:

Non-Ferrous Metal Industries' Association of South Africa;

SIGNATURE:

DATE: 24/05/2022

Plastics Convertors Association of South Africa (PCASA);

SIGNATURE:

DATE: May 18th, 2022

Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;

SIGNATURE:

DATE: 26/05/2022

South African Electro-Plating Industries Association;

SIGNATURE:

DATE: 24/5/2022

South African Engineers and Founders' Association;

SIGNATURE:

DATE:

South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);

SIGNATURE:

DATE: 27/05/2022

South African Pump Manufacturers' Association;

SIGNATURE:

DATE: 25/05/2022

South African Valve and Actuator Manufacturers' Association (SAVAMA);

SIGNATURE:

DATE: 24/05/2022.

South African United Commercial Employers Organisation;

33

SIGNATURE:

DATE:

REGISTERED TRADE UNIONS OR "EMPLOYEE ORGANISATIONS" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)

SIGNATURE:

DATE: 28/3/2022

Solidarity / Solidariteit

SIGNATURE: FHUAN HEERDEN

DATE: 25/03/2022

UASA-The Union

SIGNATURE:

DATE: 05/04/2022

National Union of Metalworkers' of South Africa (NUMSA)

SIGNATURE:

DATE: 05/04/2022

S.A. Equity Workers' Association (SAEWA)

SIGNATURE:

DATE: 25-03-2022

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2572 **7 October 2022**

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF THE PLASTIC INDUSTRY MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Metal and Engineering Industries 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 June 2025.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 27/09/2022

ANNEXURE A

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

CONSOLIDATED 2021/2025 PLASTIC INDUSTRY MAIN COLLECTIVE AGREEMENT

This gazette is also available free online at **www.gpwonline.co.za**

2021/2025 – PLASTIC INDUSTRY AGREEMENT TABLE OF CONTENTS

	PAGE
CHAPTER 1	
1. SCOPE OF APPLICATION OF AGREEMENT	4
2. PERIOD OF OPERATION	4
3. DEFINITIONS	4
CHAPTER 2	
4. HOURS OF WORK	7
5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS	10
6. PAYMENT OF EARNINGS	12
7. PAYMENT FOR PUBLIC HOLIDAYS	15
8. SHIFT ALLOWANCES	16
9. REDUCTION OR INCREASE OF WORKING HOURS	16
10. STANDBY, CALL-OUT AND ACTING ALLOWANCE	18
11. WORKING IN TIME ARRANGEMENTS	19
CHAPTER 3	
12. LEAVE PAY	21
13. ADDITIONAL LEAVE PAY	24
14. LEAVE ENHANCEMENT PAY	24
15. PAID SICK LEAVE	25
16. FAMILY RESPONSIBILITY LEAVE	27
17. MATERNITY LEAVE OR LEAVE IN RESPECT OF THE ADOPTION OF A CHILD UNDER THE AGE OF TWO AND PARENTAL LEAVE	29
CHAPTER 4	
18. UNAUTHORISED EMPLOYMENT	35
19. OUTWORK AND HIRE OF LABOUR	35
20. EMPLOYMENT OF MINORS AND ISSUE OF CERTIFICATES ETC.	35
21. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE	36
CHAPTER 5	
22. EXEMPTIONS	37
a. QUESTIONNAIRE	43

CHAPTER 6
23.EXHIBITION OF AGREEMENT 48
24.ADMINISTRATION OF AGREEMENT 48
25.AGENTS 48
26.PROHIBITION OF CESSION AND/OR SET-OFF 49
27.TERMINATION OF EMPLOYMENT 49
28.CERTIFICATE OF SERVICE 50
29.TECHNOLOGICAL CHANGES AND WORK RE-ORGANISATION 50
30.SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT 52
31.PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES 57

CHAPTER 7
32. ORGANISATIONAL RIGHTS 58

CHAPTER 8
33.WAGES 60
34.LEVELS OF BARGAINING 63
35.RESOLUTION OF DISPUTES 64
36.ANNEXURES
a. ANNEXURE A - LIMITED DURATION CONTRACT OF EMPLOYMENT 65
b. ANNEXURE B - COMPRESSED WORKING WEEK 66
c. ANNEXURE C - INTERIM TECHNICAL SCHEDULE 67
d. ANNEXURE D – NATIONAL EXCEMPTION'S COMMITTEE CONSTITUTION 71
e. ANNEXURE E - PICKETING RULES 79

CHAPTER 1

CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed -

(a) in the Plastic Industry, as set out in the registered scope of the MEIBC, throughout the Republic of South Africa;

(b) by all employers who are members of the employers' organisation and by all employees who are members of all the trade unions recognised by the MEIBC in respect of any conversion of polymer.

(2) The provisions of clauses (1)(1)(b) of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions respectively.

CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall bind to parties to the agreement from date of signature until 30 June 2025; and

(2) This Agreement shall bind non-parties in terms of section 32 of the LRA as determined by the Minister of Employment and Labour, and shall remain in force until the date determined by the Minister of Labour.

CLAUSE 3: DEFINITIONS

Any reference in this Agreement to the Republic of South Africa shall be deemed to be those areas and/or Provinces as they existed immediately after the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993). Any expressions used in this Agreement which are defined in the Labour Relations Act, as amended, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further unless inconsistent with the context - **'Act'** means the Labour Relations Act, (as amended). The definitions as listed in Section 213 of the Act must be read as incorporated herein.

This gazette is also available free online at **www.gpwonline.co.za**

'Apprentice' means an employee serving under a written contract of Apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act or a trainee in terms of the Atrami Agreement, as well as a learner in terms of Chapter IV of the skills Development Act, 1998 (definition of —apprentice) substituted by R.1829 of 24 December 2003)

'Continuous employment' means any period during which an employee has been continuously employed by the same employer and for the purposes of this Agreement periods of employment with the same employer broken by not more than 12 month's from the date of termination of employment;

'Continuous processes' means activities within a business or organization that are ongoing and sustained, and that are not designed to cease except for in an emergency;

'Council' means the Metal and Engineering Industries Bargaining Council;

'employee' means an employee whose minimum rate of pay or activity is scheduled in this Agreement or an employee employed under exemption from this Agreement or under conditions determined by the Council, or an Apprentice;

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

'Employ of the same employee' and 'employment with the same employer' shall, for the purposes of Clauses 12(2)(a) and 14(1) of this Agreement, include unbroken employment in the same business carrying on activities which fall within the scope of the Industry whether or not the ownership of that business has altered as a result of sale, change of control, amalgamation, reconstruction, liquidation, compromise with creditors or otherwise;

'Establishment' means any premises wherein or whereon the activities of the Industry, or part thereof, as herein defined, are carried on;

'hourly rate' means the basic rate per hour for the class of work scheduled in this Agreement or, whichever is the greater, the actual basic rate per hour the employee is receiving, and 'ordinary hourly rate' means the hourly basic rate for ordinary time excluding Public Holiday Pay, overtime and allowances;

5

'Law' includes Common Law;

'Plastic Industry' as defined in the certificate of registration of the MEIBC;

'PNF' means the Plastics Negotiation Forum;

'Public holiday' means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill, as specified in Schedule 1 of the Public Holidays Act, 1994 (Act No 36 of 1994) or any other day so declared by the President of South Africa in a proclamation published in a Government Gazette: Provided that whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday; and provided further that any public holiday may be exchanged for any other ordinary working day as mutually agreed upon.

'Journeyman' means an employee who has completed a contract of Apprenticeship under the Manpower Training act, 1981, or a contract of Apprenticeship recognised by the Council in any one of the classes of work specified who is in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman;

'Regions' means the Magisterial Districts as defined in the Constitution of the Bargaining Council;

'TES' means temporary employment services as defined in Section 198 of the Act;

'Trainee' means an employee under training in terms of section 30 of the Manpower Training Act, 1981, on work classified in this Agreement or an employee under training in terms of the provisions of a contract issued or recognised by the Council, which includes contracts under the Artisan Training and Recognition Agreement for the Metal and Engineering Industries, as published under Government Notice R.655 of 8 May 1998.

CHAPTER 2

CLAUSE 4: HOURS OF WORK

(1) Continuous Working Time Arrangements;

Ordinary working hours will be determined by the enterprise. The Plastic Industry observes continuous operations and working time arrangements should be convenient to accommodate the operational requirements of the enterprise;

(a) The nature and extent of these working arrangements depend on what is operationally acceptable at individual company level and may include the following types of arrangements:

- Compressed working weeks (employees work up to 12 hours per day without receiving overtime payment in return for a shorter workweek)[1];
- Working an unpaid additional hour each week during the year in return for an agreed number of additional days' paid annual leave;
- The operation of shifts at ordinary rates over weekends; and
- Any other working time arrangement agreed between workers and management;
- Any combination of the above.

(b) The additional hours worked by the employee, as a consequence of the implementation and/or adoption of the working time arrangements listed above, shall be paid at ordinary rates of pay. Provided that, in establishments that operate a continuous-process system, an employee shall be deemed to have agreed to observe the shift system, if he accepts work at such an establishment.

(2) Enterprises operating five (5) days per week, which includes any form of rotation other than listed in 1(a) above must observe;

(a) Ordinary hours of work at 40 hours in any one week for—

(i) employees on day shift and/or night shift;

(ii) employees working on the two and/or three-shift system.

(b) The ordinary hours per shift in sub-clause 2 shall not exceed –

[1] See Annexure B page 66

7

(i) nine hours in any day if the employee works for five days or fewer in a week; or an employee's ordinary hours of work in terms of sub-clause (1) and 2(a) may by agreement be extended by 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. In any establishment working a two-shift or three-shift system, no employee may work at night time for more than 12 consecutive shifts and no employee may work more than one shift in any period of 24 hours except when a change in the rotation of shifts makes this necessary.

(c) Subject to sub-clause 1 and Clause 9 (Reduction and Increase of Working Hours) overtime shall be voluntary and unless otherwise authorised by the Council, the maximum overtime that may be worked by an employee in any week, including work on Sundays, shall not exceed 10 hours per week. Provided that in establishments that operate a two or three-shift continuous-process system, which includes up to a maximum of eight hours' overtime in the normal week, an employee shall be deemed to have agreed to regard such overtime as compulsory overtime if he accepts work at such an establishment.

(3) An employer may, to facilitate the keeping of a record of the starting and stopping times and hours of work of his employees, require them to clock in and out of work and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for all time recorded by the clock which falls within the starting and stopping times of the shift for that day of the week, excluding meal breaks, as notified by the employer to his employees in terms of sub-clauses (2)(a) and 2(b)(i) and for all time which he is required by the employer to work which does not fall within such starting and stopping times.

(4) An employee shall not be required or permitted to work for more than five hours continuously without an uninterrupted interval of not less than one hour, during which

8

interval the employee shall not be required or permitted to perform any work: Provided that—

(a) an employer and the trade union or, where no trade union is involved with the workforce itself, may by mutual consent of not less than the majority of his employees, agree—

(i) to reduce the period of the interval to not less than 30 minutes, in which case the employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each work period before and after the interval, during which periods the employee shall not be required or permitted to perform any work. Such rest intervals shall be deemed to be part of the ordinary hours of work of the employee concerned; or

(ii) to reduce the period of the interval to not less than 30 minutes and to observe a 10-minute rest interval as nearly as practicable to the middle of the morning work period and may further agree to dispense with the afternoon 10 minute rest interval, subject to the proviso that such an arrangement shall mean that the normal finishing time on Fridays shall be advanced by 60 minutes and employees paid for the equivalent time not so worked; or

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

(b) except as provided for in sub-clause 4(a)(i), (ii) and (iii) hereof, periods of work interrupted by intervals of less than 60 minutes shall be deemed to be continuous and shall be paid at ordinary rates of pay or overtime where applicable.

(5) An employer who requires an employee to perform night work on a regular basis after 23:00 and before 06:00 the next day must –

(a) inform the employee in writing or orally if the employee is not able to understand a written communication, in a language that the employee understands –

(i) of any health and safety hazards associated with the work that the employee is required to perform; and

(ii) of the employee's right to undergo a medical examination in terms of paragraph (b);

(b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning the hazards referred to in (a)(i) above –

(i) before the employee starts, or within a reasonable period of the employee starting, such work; and

(ii) at appropriate intervals while the employee continues to perform such work; and

(c) transfer the employee to suitable day work within a reasonable time if –

(i) the employee suffers from a health condition associated with the performance of night work; and

(ii) it is practicable for the employer to do so.

For the purpose of sub-clause (5), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per months or 50 times per year.

(6) Every employer shall display in his establishment in a place readily accessible to his employees a notice specifying the starting and finishing times of work for each shift or shifts of the week and the meal hours.

CLAUSE 5: OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

(1) Time worked by employees after the completion of the usual shifts in the establishment concerned shall be regarded as overtime and be remunerated at one and one-half times the hourly rate subject to the shift system in use.

(2) Subject to Clause 4(1) and Clause 9 (Reduction and Increase of working hours) overtime shall be voluntary, the maximum overtime that may be worked in any week, including Sundays, shall not exceed 10 hours per week unless excessive overtime is

This gazette is also available free online at www.gpwonline.co.za

authorised by the Council but will not exceed 32 hours per week. The overtime exemption may not exceed a period of six (6) months.

(3) Where overtime is worked after the completion of the normal hours of a shift the employee shall be allowed a rest period of at least eight hours after completing the overtime before the next normal shift starts.

(4) If an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times his hourly rate for time worked until the usual starting time of the shift.

(5) Subject to sub-clause 4(1) and Clause 9 (Reduction and Increase of working hours), if an employee (other than an employee engaged on urgent maintenance, compressed working weeks and/or urgent repairs) works on a Sunday, he shall be paid at double the hourly rate for time worked, with a minimum payment of double the hourly rate for the hours of worked: provided that where the employer provided work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall only be entitled to payment for the period actually worked at ordinary rates of pay.

(6) An employee employed in an enterprise observing the provisions as defined in sub-clause 4(1) will be entitled to be paid at 1.5 times of normal rates if he/she is required to perform work on the 5th consecutive shift (unscheduled shift) and at 2x normal rates if such employee is required to perform work on the 6th consecutive shift (unscheduled shift) irrespective the calendar day.

(7) Notwithstanding the provisions of sub-clause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be remunerated at the employee's ordinary rate of pay; Provided that –

(a) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such

overtime hours shall be remunerated at the employee's ordinary hourly rate of pay; and

(b) where an employee is absent from work **with** the permission of his employer or absent on account of certified sickness or circumstances beyond his control, the provisions of this sub-clause shall not apply and the overtime hours worked in such case shall be remunerated at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate or any other proof of cause of absence. Payment under this subsection shall be made as provided for in Clause 6 of this Agreement.

CLAUSE 6: PAYMENT OF EARNINGS

(1) Except as otherwise agreed, any amount due to an employee in terms of this Agreement shall be paid weekly, by cheque or EFT, on Friday. The EFT payment shall be made by not later than the ordinary stopping time and shall include all payments due to the employee calculated up to and including the shift completed on the preceding Tuesday of the same week: -

(a) Provided that where employment terminates before the ordinary pay-day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating;

(b) Every employee shall, on payment, be given a statement showing his total earnings, ordinary time and overtime payments, allowances, deductions and the number of shifts accrued towards holiday leave; and

(c) An employer shall communicate the prevailing method of payment observed in an establishment to a newly employed employee and draw the employee's attention to sub-clause (2)(d), if applicable.

(2) An employer may, with the consent of the majority of his employees, agree that the provisions of this subsection shall apply to all employees in the establishment.

(a) Where, by agreement as set out above, the method of payment changes from weekly to monthly, the Council shall be deemed to have approved such agreement: Provided that –

This gazette is also available free online at www.gpwonline.co.za

(i) all payments due to the employee/s in terms of this Agreement shall be payable to the employee/s on the last Friday of each calendar month;

(ii) the monthly remuneration of employee/s shall not be less than the amount the employee/s would have been entitled to, had such employee/s been paid weekly;

(iii) employee's salaries shall be increased by not less than the equivalent of any statutory increase payable in terms of this Agreement;

(iv) all other provisions of the Agreement shall continue to apply unless otherwise exempted;

(v) all contributions payable in terms of any Council Agreement applicable to such employee/s shall be maintained unless the employee/s or the establishment are legally exempted or excluded from payment of such contributions.

(b) Before converting to monthly payments the employer shall give to the employees concerned and to the Regional Council at least **three months notice** in advance of the introduction of monthly payment, specifying the manner in which payment of earnings shall be made in the establishment.

(c) Any employee entering into employment in an establishment where the provisions of sub-clause (2)(b) applies, shall be deemed to have accepted such monthly payment as a condition of employment.

(d) Notwithstanding anything to the contrary contained in this Agreement, payment of leave pay may be made in accordance with the provisions of subsection (2) in the same manner as that by which payment of earnings is made.

(3) If mealtimes are agreed to in terms of Clause 4(4)(a)(ii), the meal interval of 30 minutes will form part of the ordinary working day.

(4) Except as otherwise provided in this Agreement, no deduction of any description, other than the following may be made from the amount payable in terms of this Agreement to any employee;

This gazette is also available free online at www.gpwonline.co.za

(a) for canteen services where the deduction is authorised by stop-order terminable by the employee at not more than 28 days' notice of termination of his agreement to this deduction;

(b) where an employee is absent from work, including absence during any unpaid leave granted in extension of the paid leave provided for in this Agreement a pro rata amount for the period of such absence;

(c) in the absence of a Collective Agreement, with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds or contributions to recreation funds;

(d) contributions to the funds of the Council;

(e) any amount that an employer is obliged by law, ordinance or legal process to pay and has paid on behalf of an employee;

(f) where an employer, owing to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:

(i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed **15 percent** of the wages or earnings from which it is deducted;

(ii) no such deduction shall be made from any leave pay or leave bonus payable under this Agreement either to the employee or to the Council; and

(iii) no such deduction or deductions shall be made unless the employer, in writing, notifies the employee prior to the time of the first deduction, and the Council within seven days of the first deduction of the circumstances under which the overpayment was made, of the amount thereof, and of the amount of the proposed deduction or deductions.

(5) With the written consent of the employee, deductions in respect of subscriptions to a trade union party to the Council shall be deducted by the employer from the wages of an employee and shall be paid over to the relevant trade union.

14

(6) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this sub-clause shall not apply in respect of training schemes to which the employer is legally required to contribute towards.

(7) The employer shall keep a record of each payment to each employee for a period of not less than three years. The record must reflect the employee's name, date of birth, job grade, date of engagement, date of termination (where applicable), rate of pay, nature of each payment and, in the case of wages, the total earnings, ordinary time and overtime payments, allowances, deductions and number of shifts accrued towards leave.

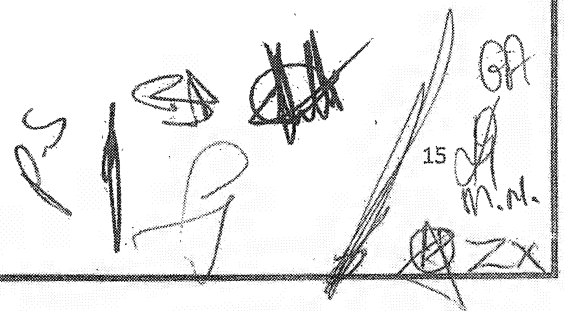
CLAUSE 7: PAYMENT FOR PUBLIC HOLIDAYS

(1) Unless otherwise agreed, an employee shall be deemed to have agreed to work on a public holiday, if he accepts work at such an establishment subject to the following:

(a) If an employee is **not** required to work on a public holiday that falls on a day which would otherwise be an ordinary working day for such an employee, he shall be paid at his ordinary hourly rate for the ordinary working hours of that day of the week; or

(b) If an employee works on a public holiday that falls on a day which would otherwise be an ordinary working day for such an employee, he shall be paid for the number of hours payable in terms of his ordinary shift and, in addition, he shall be paid at one and one-third times the hourly rate for the hours worked; or.

(c) If an employee works on a public holiday that falls on a day which would otherwise not be an ordinary working day for such an employee, he shall be paid an amount which shall be not less than the wage payable to such an employee in respect of the time which is ordinarily worked by him on a working day and in addition, he shall be paid at one and one-third times the hourly rate for time worked.



(2) Only shifts commencing on the public holiday will be paid as set out in sub-clause 1 above. All hours worked in respect of shifts commencing on the public holiday and ending on an ordinary working day will be paid at public holiday rates of pay.

CLAUSE 8: SHIFT ALLOWANCES

SHIFT ALLOWANCES:

(1) Enterprises operating in terms of a three shift system shall be required to observe the following: -

DAY SHIFT **06:00 -14:00**	**NO SHIFT ALLOWANCE**
AFTERNOON SHIFT **14:00 – 22:00**	**8% OF HOURLY RATE, ONLY APPLICABLE AFTER 3RD CONSECUTIVE SHIFT, ALL SHIFTS INCLUDED**
NIGHT SHIFT **22:00 – 06:00**	**15% OF HOURLY RATE, ONLY APPLICABLE AFTER 3RD CONSECUTIVE SHIFT, ALL SHIFTS INCLUDED**

(2) Enterprises operating in terms of a two shift or compressed working week shift system shall observe the following: -

DAY SHIFT **06:00 -18:00**	**NO SHIFT ALLOWANCE**
NIGHT SHIFT **18:00 – 06:00**	**15% OF HOURLY RATE, ONLY APPLICABLE AFTER 3RD CONSECUTIVE SHIFT, ALL SHIFTS INCLUDED**

CLAUSE 9: REDUCTION OR INCREASE OF WORKING HOURS

(1) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment, owing to any one of the following –

(a) a shortage of work and/or materials in which case an employer shall give his employees, trade union/s involved and the Regional Office of the MEIBC five calendar days days' notice of his intention to work short-time, and he shall, so far as is practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be

16

made available, such an employee shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend; or

(b) unforeseen contingencies and/or circumstances beyond the control of the employer. If the aforementioned circumstances arise, an employer shall not be required to pay wages to his employees, except for the periods actually worked: provided that if the employer believes that work may be resumed and he expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph include Regulations and Directions published in terms of the Disaster Management Act and shall not include inclement weather unless declared a disaster.

(2) The hours worked whilst working short time shall count towards the leave and leave enhancement entitlement of Employees.

(3) An employer shall notify the Regional Council and trade union/s (if applicable) in the area concerned of the working of short-time –

(a) in terms of subsection (1)(a) above, at the same time as the employees are notified; and

(b) in terms of subsection (1)(b) above, within seven days of the occurrence which led to the working of short-time.

(4) In the event of unforeseen increase in orders the hours of work or amount of days per week may be increased to accommodate for the additional hours required by giving no less than 48 hours' notice (excluding Saturdays and Sundays) to employees, trade union/s and the Council. In applying the aforesaid the employer will observe the following:

(a) The additional hours worked will be paid at the applicable overtime rates;

17

(b) The notice to the employees and the Council must contain the reason for the additional hours and the estimated period of the increased working hours;

(c) The work must be spread amongst all employees as far as practicably possible; and

(d) May not exceed a period of 6 weeks at a time.

CLAUSE 10: STANDBY, CALL-OUT & ACTING ALLOWANCES

STANDBY ALLOWANCE:

(1) Where an employer requires an employee to be on standby the employee shall be paid an amount of not less than two hours' pay for each period of twenty-four hours or less on standby: Provided that this allowance shall be forfeited if the employee fails to respond to a call-out or if the call-out is within 30 minutes from the end of the employee's normal shift.

CALL-OUT ALLOWANCE:

(2) Where an employee is called out whilst on standby he shall be paid at the appropriate overtime rates for the time worked with a minimum payment of not less than two hours' overtime.

(3) Where overtime is worked after the completion of the normal hours of a shift, the employee must be allowed a rest period of at least eight hours before the next normal shift starts. Where the rest period extends into the next shift, then the overlapping period into the shift is regarded as a paid period that the employee is not required to work'.

(4) The above provisions will not affect existing arrangements at establishments on condition that the plant level agreement and/or arrangement is not less favourable than provided for in this Clause.

ACTING ALOWANCE:

(5) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher paid occupation, unless payment is made as if such employee had been

This gazette is also available free online at www.gpwonline.co.za

employed for the whole of that week on the highest-paid occupation: Provided that where a lower-rated employee is requested to act in the capacity of a higher-rated employee for more than 4 hours, the employee must receive an acting allowance, from the first hour of acting, calculated as follows:

(a) The allowance will be the difference between the employee's current wage rate and the minimum of the higher position, subject to (ii) below;

(b) In the event the personal wage rate of the employee acting in the higher position is higher than the minimum wage rate of the higher position then the acting allowance for that individual will be 10% of his/her wage rate; and

(c) Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment of the allowance.

CLAUSE 11: WORKING IN TIME ARRANGEMENTS

(1) An employer, with the support of not less than the majority of his employees covered in this Agreement and affected by the proposed arrangement, obtained via a ballot, may enter into an arrangement to work in time in order to achieve the extension with pay of—

(a) any paid public holiday provided for in clause 7 of this Agreement; or

(b) periods not ordinarily worked by employees;

or

(2) An employer, may elect to close his establishment—

(a) on any ordinary working day; or

(b) for any period of work forming part of any ordinary working day, and observe such day as a paid public holiday in doing so exchanging any paid public holiday falling on a Tuesday, Wednesday or Thursday for any other working day of the week.

(3) Where arrangements to work in time, as referred to in sub clause (1) are entered into such arrangements shall not include working in time on Sundays.

(4) Where employment terminates before the date for which time had been worked in, in terms of sub clause (1) all hours so worked shall be deemed to be overtime hours subject to payment at the appropriate overtime rate applicable.

(5) Time worked in by employees in terms of sub-clauses (1) or (2) shall count towards leave pay and/or leave enhancement pay entitlements as provided for in clauses 12 & 13.

(6) Where such working-in time arrangements are entered into the employer shall notify the Regional Council concerned thereof within 14 days of such decision, specifying—

(a) the outcome of the ballot;

(b) the day/days for which time will be worked in;

(c) the day/days on which such time will be worked in.

CHAPTER 3

CLAUSE 12: LEAVE PAY

(1) Leave payments provided for in this section shall, subject to paragraphs (a), (b) and(c) hereof, and be computed at the hourly rate as defined in this Agreement which the employee is receiving or entitled to receive on the date of qualification for his paid leave. Leave will be equal to the number of shifts an employee is required to work during a 3 week cycle. Employees will for the first 12 months of his / her employment qualify for 1 days leave every 17 shifts worked.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto, as provided for in sub-clause (2)(f), shall be calculated at the rate applicable as at the date on which he became entitled to such leave:

(i) Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave; and

(ii) provided further that if any statutory increase occurs during the period between the qualification date and the date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospective from the date of coming into force of such increase.

(b) The leave pay of an employee in respect of whom an exemption has been granted and at his own request to take his leave after the four-month period provided for in sub-clause (2)(f), shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee became entitled to leave: Provided that for purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include any statutory increase which comes into effect subsequent to the date on which the employee qualifies for leave.

(c) The leave pay of an employee whose leave, at the request of an employer and after exemption has been applied for and been granted is postponed beyond the four-month period provided for in sub-clause (2)(f) shall, subject to the

This gazette is also available free online at www.gpwonline.co.za

conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee actually proceeds on leave. If any statutory increase occurs whilst the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay by the amount of such increase retrospectively from the date on which such increase became effective.

(2) Every employee with more than 12 month's service shall be entitled under this Agreement to three consecutive weeks' paid leave subject to the following conditions:

(a) The qualification for the paid leave shall be number of shifts ordinarily worked in a three week cycle, exclusive of overtime actually worked. Provided that –

(i) employment with the same employer for less than 25 shifts, shall count for the paid leave provided that an employee whose employment is terminated after he has worked 17 shifts, shall be credited for purposes of paid leave, with the number of shifts he has actually worked for that employer; provided further that where an employee's service is broken in terms of this proviso and he resumes work for the same employer he shall, if he has not worked for another employer in the interim, be credited for purposes of paid leave with the total number of shifts worked for such employer;

(ii) periods of absence on account of sickness totalling not more than 26 shifts, in any one qualifying period for paid leave, shall count for paid leave: Provided that an employer shall be entitled to call upon the employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment and periods claimed against the Sick Pay Fund shall not count for leave purposes if it has been determined that such accident falls under the Compensation for Occupational Injuries and Diseases Act, 1993, and/or the periods of absence is covered by the Sick Pay Fund are not counted for purposes of paid leave and shall be the periods of disablement contemplated by the said Act and/or Sick Pay Fund;

22

(iii) Periods of absence on account of family responsibility leave shall not count towards paid leave; and

(iv) Periods of absence to attend the training or perform the functions as a trade union representative or office bearer shall count for paid leave, subject to adherence to all the requirements contained in Clause 32(5 & 7) of this agreement.

(b) An employee's leave shall include at least three week-ends and be for one unbroken period.

(c) Should an employee proceed on leave, the employer shall, for each public holiday which falls within the employee's period of leave and which otherwise would have been an ordinary working day for such an employee extend the leave period by one working day with full pay.

(d) Payment for each such public holiday as contemplated in 12(2)(c) above shall be paid to the employee in a manner as provided for in clause 7 (Payment for Public Holidays) of this Agreement by his employer on his ceasing work to go on leave or in such manner as agreed between the employer and the employee.

(e) Application for the leave **shall** be made by an employee within one month of the date on which he becomes entitled thereto.

(f) The leave shall be granted by the employer so as to commence within a period of four months of the date on which the leave is due.

(g) An employee shall be entitled to and shall take his leave within a period of six months from the date on which the leave is due, unless exemption has been granted.

(i) No employee shall engage in any employment for gain during the period of his leave. When an employee takes his paid leave, the monies payable to him for the purpose shall be paid to him, in the manner provided for in section 6 of this Agreement, by his employer on his proceeding on leave.

(3) If the employment of an employee terminates before he becomes entitled to paid leave in terms of subsection (2), he shall be paid leave pay on a pro rata basis i.e. one (1) shift leave for every 17 shifts worked.

23

CLAUSE 13: ADDITIONAL LEAVE PAY

(1) An employee qualifying after the date of coming into operation of this Agreement for his fourth or subsequent consecutive paid leave cycle deriving from continuous employment with the same employer, shall, at that date and on the same date each year thereafter, whilst in the employ of the same employer, be entitled to an extra week's paid leave, this will be equal to the number of shifts the employee is expected to work in that week, which shall be taken as leave at the employer's convenience: provided that –

(a) the paid leave referred to in Section 12(2)(b) of this Agreement may be extended by an extra week; or

(b) the extra week's paid leave may be deferred from the year of qualification and accumulated to a maximum of 15 days over a three year period.

CLAUSE 14: LEAVE ENHANCEMENT PAY

For the purposes of this section –

'Leave Qualification' shall be the qualification for the paid leave prescribed in section 12 of this Agreement, and the expression —

'leave cycles' shall have a similar meaning. Staggered Leave means at Company level no annual shut down is observed and arrangement in terms of which leave qualification is determined by either date of employment of every individual employee or by agreement on the leave period;

'L.E.P.' means Leave Enhancement Pay;

(1) Every employee shall, subject to sub-clause 4(b), and an employee whose conditions of employment ceases to be regulated by this Agreement due to promotion or change in occupation, be entitled under this Agreement to L.E.P. calculated at 8.4% of annual ordinary earnings applicable on the date on which the employee proceeds on leave. Provided that in the case of an employee who terminates his services or whose employment is terminated by the employer, the leave enhancement pay shall be calculated at 8.4% of the accumulated ordinary earnings for that year applicable on the date of such termination of employment.

This gazette is also available free online at www.gpwonline.co.za

(2) Whenever an employee to whom this Clause applies qualify for and takes his paid leave after the date of coming into operation of this Agreement, he shall at the same time be paid pro rata leave enhancement pay from the date of engagement in the case of an employee qualifying for his first period of paid leave in the service of an employer.

(3) Whenever the employment of an employee terminates before he becomes entitled to paid leave, the employee shall be paid leave enhancement pay, calculated at 8.4% of accumulate earnings for that year applicable on the date of termination.

(4) Exclusions:

(a) No leave enhancement pay shall be credited for periods of employment which in terms of clause 12(2)(a) of this Part of the Agreement do not count towards the paid leave;

(b) This provision will not apply in cases where the employer have negotiated and introduced a performance measurement system;

(c) Shifts or periods of absence which do not count for leave purposes in terms of sub-clause 12(2)(a)(ii) of this Agreement shall be excluded in the calculation of the bonus due; and

(d) Additional leave pay as per Clause 13 shall not be included in the calculation of the bonus due.

CLAUSE 15: PAID SICK LEAVE

(1) With effect from 1 July 2014 — sick leave cycle in this clause means the period of 36 months' employment with the same employer, immediately following –

(a) an employee's commencement of employment; or

(b) the completion of that employee's prior sick leave cycle.

(2) Whenever an employee is absent from work through sickness or injury (other than sickness or injury caused by his or her own misconduct)[2] the employer shall grant, at

[2] Payment of sick leave will not apply in circumstances covered by Section 22 and 70 of the Compensation for Diseases Act and absence covered by the Sick Pay Fund as amended from time to time

25

the commencement of every sick leave cycle, the following amount of paid sick leave: an equal amount of shifts worked in 30 calendar days.

(3) During the first six months of employment with an employer, an employee will be entitled to one working day's paid sick leave in respect of each 26 shifts worked;

(4) The employee's entitlement to sick leave is reduced by the number of days' sick leave taken in terms of sub-clause (3) above.

(5) An employer must pay the employee for each day of absence, as provided for above, on the employee's usual payday an amount equivalent to what the employee would have received had he/she worked the ordinary hours of the shift for that day of the week.

(6) The employer, before making payment of any amount payable to an employee for any period of absence from work of more than two consecutive days or on more than two occasions during an eight week period, may require the employee to produce a medical certificate 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.

(7) The employer may require an employee to produce a medical certificate in respect of any absence from work on a Friday or Monday or on the working day immediately before or after any paid public holiday before making payment of any amount payable in terms of this sub clause.

(8) If it is not reasonably practical 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 (6) unless the employer provides reasonable assistance to the employee to obtain the certificate.

(9) Where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any sickness or injury referred to in this clause, the amount so paid may be set off against the payment for sick leave

26

due in terms of this clause. This sub-clause will not apply to those manufacturers registered with Rand Mutual.

(10) An employer, who is of a reasonable belief that an employee's absence from work resulting from an injury on duty will be compensable in terms of the Compensation for Occupational Injuries and Diseases Act 1993, must pay the employee 75% of his ordinary hourly rate for the period of the absence up to a maximum period of three months from the date of the accident. The employer shall recover this payment from the Compensation Commissioner / Rand Mutual.

(11) An employee is not entitled to pay sick leave-

(a) during periods of absence from work for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act 1993;

(b) in respect of periods during which the employee was absent due to the working of short time; or

(c) during any other period of authorised absence excluding authorised absence for training or further education; or

(d) in respect of periods of absence compensated by the Sick Pay Fund.,

CLAUSE 16: FAMILY RESPONSIBILITY & COMPASSIONATE LEAVE

For purposes of this clause, —

'child'- means a person who is under 18 years of age provided that for purposes of sub-clause 2(b), this age shall not apply.

(1) This section applies to an employee who has been in the employ of the same employer for longer than **four months** and who works for at least four days a week for that employer.

FAMILY RESPONSIBILITY LEAVE:

(2) An employer must, at the request of the employee, grant the employee three days' paid leave during each annual leave cycle, which the employee is entitled to take-

27

(a) when the employee's child is sick; (child includes a person certified to be not accountable upon proof presented); or

(b) when the employee's spouse is sick.

COMPASSIONATE LEAVE:

(3) An employer must, at the request of the employee, grant the employee three days' paid leave during each annual leave cycle, which the employee is entitled to take-

(a) in the event of the death of-

(i) the employee's spouse or life partner; or

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and/or parents-in-law.

(4) Subject to sub-clause (6), an employer must pay an employee for a day's family responsibility leave-

(a) the wage the employee would ordinarily have received for work on that day; and

(b) on the employee's usual pay day.

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

(6) Before paying an employee for this leave, an employer may require reasonable proof of the event contemplated in (2 & 3) above for which the leave was required. For purposes of administrative control an employer may maintain a register detailing the identity of all qualifying dependents in respect of which this provision may operate and all employees will be required to provide the requisite information to the employer, where so requested. Failure to provide the information to the employer will result in the leave being declined and/or be unpaid.

(7) An employee's unused entitlement to leave referred to in this clause accrues to a maximum of nine days, compassionate, paid leave over a three-year period of employment. This accrued leave may only be used in the event of the death of any of the persons detailed in (3) above. For any other reasons defined in (2) above

28

entitlement is limited to 3 days per annum however, this provision does not affect the employee's entitlement to parental leave[3] and conditions[4] attached to same as provided for in Section 25A of the Basic Conditions of Employment Act.

CLAUSE 17: MATERNITY LEAVE OR LEAVE IN RESPECT OF THE ADOPTION OF A CHILD UNDER TWO YEARS OF AGE.

Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee who is unable to continue working due to pregnancy and adoption of a child under two years of age:

(1) For the purposes of this clause:

(a) **'employee'** means an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age and includes employees employed in a manufacturing or production process whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement, but does not apply to the work carried out by administrative staff and/or those employees employed on non- production operations;

(b) **'permanent employee'** means any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(c) **'substitute employee'** means any employee other than an employee who is specifically employed on short term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(2) A permanent employee shall be entitled to the following benefits when such employee is

[3] Section 25A(1, 2 &3) of the Basic Conditions of Employment Act

[4] Section 25A(4 & 5) of the Basic Conditions of Employment Act

29

unable to continue employment owing to pregnancy or the adoption of a child under two years of age;

Period of Leave

	Pregnancy	**Stillborn**	**Adoption of children under two years of age**
Employees with one year or more continuous service with the same employer.	26 weeks	12 weeks	26 weeks
Employees with less than one year's continuous service with the same employer	18 weeks	8 weeks	18 weeks

Note: A qualifying permanent employee, falling under the scope of the Metal and Engineering Industries Sick Pay Fund Agreement, shall receive a benefit from the Sick Pay Fund.

(3) (a) The employer and employee shall enter into a written agreement specifying –

(i) the date of return to work mutually agreed upon between the employer and employee;

(ii) that should the employee wish to return to work earlier than the date referred to in (i), the employee shall give the employer not less than four weeks' prior notice of such intention;

(iii) provided the employee is so entitled, the benefits the employee is eligible for, from the Metal and Engineering Industries Sick Pay Fund or in respect of the employee's participation in any other fund, organization or scheme (including UIF) providing benefits in respect of pregnancy or adoption of a child under two years of age and in respect of which exemption has been granted or is granted, from the provisions of the Metal

30

and Engineering Industries Sick Pay Fund Agreement; and the employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and should assist the employee to complete the claim(s) prior to the date of proceeding on maternity leave or leave in respect of the adoption of a child under two years of age in order that such claims may be submitted on proceeding on maternity leave;

(iv) the details of the employee's occupation and rate of pay at the time of proceeding on maternity leave.

(b) A female employee seeking to utilize the adoptive leave provisions shall notify the employer of the institution of the adoption proceedings and shall keep the employer informed of progress in the adoption process, including the anticipated date that the adoption will take effect.

(4) Provided the employee returns to work on the date referred to in paragraph (3)(a)(i) or (3)(a)(ii) of this clause, the employer shall place the employee –

(a) in the same or in a similar position to the position held prior to her proceeding on maternity or adoption leave;

(b) on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment that applied prior to the maternity or adoption leave, including any general increases passed on during the period of absence.

(5) On returning to work the employee shall—

(a) be treated as having unbroken service, except that the period of absence shall not be counted as service for the purpose of leave pay and leave enhancement pay calculation in that leave cycle;

(b) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;

(c) be entitled to any increase prescribed for the job grade in any collective agreement which comes into operation during the period of absence;

(d) not suffer any decrease in status relative to other employees as a result of the period of absence.

(6) During the period of maternity or adoption leave provided for in this clause, the employer shall be entitled to employ a substitute temporary employees on a short-term contract of employment as provided for in the Annexure to this clause at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee, or where there is no rate prescribed in this Agreement, at the rate normally paid to an employee employed for work in operative or manufacturing processes. Short-term contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—

(a) on the return to work of the employee who is absent;

(b) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier return to work, as provided for in sub clause (3)(a)(ii) above. The substitute temporary employee shall signify acceptance of these conditions in writing. If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.

(7) During an employee's pregnancy an employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if the employee is required to perform night work (between the hours of 18h00 and 06h00) and it is practical for the employer to do so.

(8) For the purposes of any retrenchment or reduction in the workforce that may arise during the absence of any employee, the employee shall be classified and dealt with as an employee in employment.

32

(9) The provisions of clause 12(2) of this Agreement in respect of leave pay shall be applied on proceeding on maternity leave.

(10) The provisions of section 25, — Maternity Leave and Parental Leave of the Basic Conditions of Employment Act shall apply, and read in context with the changes required.

(11) Draft Limited Duration Contract of Employment as provided for in sub-clause 6 above:

ANNEXURE

SHORT-TERM CONTRACT OF EMPLOYMENT FOR SUBSTITUTE TEMPORARY EMPLOYEES

In terms of clause 17 of the Plastic Industry Agreement CONTRACT OF EMPLOYMENT The employer hereby agrees to engage the services of ..... **(the substitute temporary employee)** and the substitute temporary employee hereby agrees to accept service with the employer on the following terms and conditions:

(i) The duration of this Contract of Employment shall be for a maximum period of six months from ..... to ..... or shall terminate upon returning to work of **(the permanent employee)** in terms of clause (ii) below.

(ii) The Contract of Employment shall terminate on the agreed date of return of ***[Insert the name and surname of the permanent employee]*** or three weeks after the substitute temporary employee has been given written notice that the permanent employee has given the employer notice of an earlier return to work, as the case may be, as provided for in clause 6(a)(ii) of this Agreement.

(iii) For the purpose of any retrenchment or reduction in the workforce that may arise during the absence of the permanent employee, all contracts of substitute temporary employees shall be terminated before permanent employees are considered for retrenchments.

(vi) On completion of the contract period as detailed in (i) or (ii) above, this contract shall automatically terminate. Such termination shall not be construed as being a dismissal or retrenchment but shall be the end of a contract.

(v) The remaining conditions of employment, not expressly detailed above, shall be the existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Plastic Industry.

(vi) Where employment continues after the return of the permanent employee identified in (ii) above, this contract shall automatically terminate and the provisions of the Main Agreement for the Plastics Industry shall apply. The substitute temporary employee hereby acknowledges that he/she understands and accepts the contents and conditions of this contract.

Signed at.....on ....20.....

Employer.....

Employee .....

Witness .....

GA

34 M.N.

ZX

CHAPTER 4

CLAUSE 18: UNAUTHORISED EMPLOYMENT

Notwithstanding anything to the contrary in this Agreement, no provision which allows 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 the conditions set out here in which he would have had to pay or observe had such engagement or employment not been allowed, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been allowed.

CLAUSE 19: OUTWORK AND HIRE OF LABOUR

(1) Every employer, including a TES, undertaking to execute or complete any work in any Region other than the Region in which his establishment is registered with the Council shall notify the nature and place of work in writing to the Regional Council for the area in which the work is done within seven days of the commencement of such work and shall maintain at such place of work a register of the hours worked by all employees and their remuneration in respect thereof.

(2) The use of TES and/or fixed term contracts of employment / limited duration contracts of employment in production positions shall be in accordance with the provisions conferred to in Section 198 of the Labour Relations Act.

CLAUSE 20: EMPLOYMENT OF MINORS AND ISSUE OF CERTIFICATES, ETC

(1) Subject to the provisions contained in Clause 21 of this agreement, no employer shall employ a minor in terms of this Agreement without obtaining the prior approval of the Council and a certificate from the Council in such form as it may specify.

(2) Any permission given in terms of subsection (1) may be withdrawn by the Council for any good and sufficient reason it deems fit and on receipt of notification from the Council the employer shall forthwith dispense with the services of the minor to whom

35

the notification refers or, as the case may be, retain the minor's service at the full rate specified for the class of work performed.

(3) When permission is withdrawn in terms of subsection (2), the employer shall forthwith return the certificate to the Council for cancellation.

CLAUSE 21: EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

CHAPTER 5

CLAUSE 22: EXEMPTIONS

1. General

(a) Any non-party bound by this Agreement may apply for a monetary exemption. Parties to this agreement may only in exceptional circumstances apply for a monetary exemption, these applications must include a full disclosure of reason for the application and supporting documentation in respect of the reason should be attached. Exemptions will be considered on merit and does not necessarily require audited financial statements.

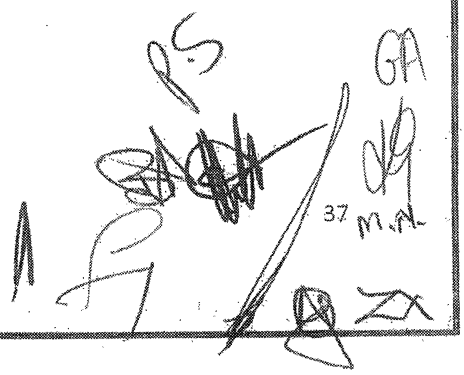
(b) The authority of the Council is to consider applications for exemptions and grant exemptions.

(c) All exemptions will be considered by the National Exemptions Committee and representatives will be appointed and confirmed annually. All applications for exemption must be considered within 30 days from date of receipt.

(d) In the event of outstanding information, the application for exemption will be deemed to be incompetent and additional and/or outstanding information may be requested within 14 days from date of receipt in respect of an exemption application. If such information is not received within a period of 30 days from such a request the applicant will be informed that the application will lapse.

(e) The Council hereby establishes an exemptions body, constituted of person's independent from the Council, to consider all applications for exemption from the provisions of the Council's Collective Agreements[5]. In terms of s32(3)(e) of the Act, the Council also establishes an Independent Appeals Body to hear and decide within 30 days of date of any appeal brought against the National Exemptions Committee's decision.

[5] Constitution of the National Exemption Committee from page 71



2. **Fundamental principles for consideration**

(a) All applications must be in writing and fully motivated and sent to the National Office of the Council and submit a copy of the application to the Regional Office for the area in which the applicant is located. The application should be made in terms of the prescribed procedure and the criteria outlined in 3 will apply when such application is considered.

(b) In scrutinising an application for exemption the Council will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application.

(c) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application. Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application. Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

(d) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.

(e) Wage and wage related exemptions shall not generally be granted beyond the expiration of the Agreement provided that the Council may at its discretion and on good cause shown agree to a longer period (but not an indefinite period).

(f) Applications for exemptions involving monetary issues may not be granted retrospectively.

(g) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.

38

3. Criteria for exemption

1. Applications shall comply with the following requirements:

(a) Be fully motivated

(b) Be accompanied by relevant supporting data, business plan and financial information if applicable;

i. In cases where the application is based on financial reasons the following will apply:

(aa) Financial information to be considered is limited to Income Statements only;

(ab) There must be an 8% return on turnover before adding back director emoluments;

(c) Applications that affect employees' conditions of employment shall not be considered unless the employees or their representative have been properly consulted and their views fully recorded in an accompanying document. The employees or their representative will be responsible to file their views with the Council;

(d) The nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.

(e) Indicate the period for which the exemption is sought.

(f) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement and licences of exemption;

(g) Any special circumstances that exist;

(h) Any precedent that might be set;

(i) The interest of the Industry in respect of; (if applicable)

i. Unfair competition;

ii. Collective Bargaining;

39 M.N.

iii. Potential labour unrest;

iv. Increased employment.

(j) The interest of the employees in respect of; (if applicable)

i. Exploitation;

ii. Job preservation;

iii. Sound conditions of employment;

iv. Possible financial benefits;

v. Health and safety;

vi. Infringements of basic rights.

(k) The interest of the employer in respect of; (if applicable)

i. Financial stability;

ii. Impact on productivity;

iii. Future relationship with employees' and trade union;

iv. Operational requirements

4. Urgent applications

(a) In cases of urgent applications, details may be faxed or delivered to the Council in the region where the applicant is located.

(b) The Council or Chairperson and Vice Chairperson of the PNF will consider the application, make a decision and communicate that decision to the applicant without delay.

(c) The applicant is expected to put forward a substantive explanation as to the urgency of the application.

5. Process

(a) The Council shall issue to every person to whom exemption has been granted an exemption licence, setting out the following:

(i) the full name of the person or enterprise concerned;

(ii) the provisions of this Agreement from which the exemption has been granted;

(iii) the conditions subject to which exemption is granted;

(iv) the period of the exemption;

(v) the date from which the exemption shall operate; and

(vi) the area in which the exemption applies.

(b) The Council shall ensure that –

(i) all exemption licences issued are numbered consecutively;

(ii) an original copy of each licence is retained by the Council;

(iii) a copy of the exemption licence is sent to the applicant.

(c) Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

(d) The Council may withdraw the exemption at its discretion.

5. Appeals

(a) An Independent body, referred to as the Independent Exemptions Appeal Board (the Board) shall be appointed and shall consider any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption in respect of parties and non-parties, within 30 days from the date the appeal was filed.

(b) The Council Secretary will, on receipt of an appeal against a decision of the Council, submit it to the Independent Exemptions Appeal Board for consideration and finalisation.

(c) In considering an appeal the Board shall consider the recommendations of the Council and any further submissions by the employers or employees shall take into account the criteria set out above and also any other representations received in relation to the application.

41

(d) Should the appeal be successful an exemption licence shall be issued in terms of sub-clause (4)(a) and (b) above and shall be subject to sub-clause (4)(c) and (d).

a) EXEMPTIONS QUESTIONNAIRE

i. The attached questionnaire is the only document that will be considered for any applications for exemptions from this Agreement and must be completed as required by this clause. Any incomplete application form will be deemed to be an incompetent application and will not be considered until and unless a complete application is submitted. Only complete applications will be deemed to be a competent application for consideration as set out in this clause.

ii. Where an agreement with the trade union representatives or workforce is reached in respect of the exemption applied for and attached, such application may be dealt with administratively by the MEIBC Office.

This gazette is also available free online at www.gpwonline.co.za

APPLICATION FOR EXEMPTION QUESTIONNAIRE

[Clause 22 of the Plastic Industry Main Agreement]

DATE OF THIS APPLICATION:_____20__

PART 1. REGISTRATION DETAILS:

1.1. Council Registration Number:_____

1.2. Date the firm was Registered with the Council:_____

1.3. Name of firm:_____

1.4. Address of firm:_____

1.5. Telephone Number:_____ Fax Number:_____

1.6. E-mail Address:_____

1.7. Contact person:_____

1.8. Name of Employer Organization:_____

1.9. Activities of firm:_____

1.10. Are any Director/s – Member/s – partner/s – owners/s of the firm a Shareholder in any other Business? _____ If yes please specify

[page two]

PART 2. LABOUR DETAILS:

2. 1. Total Number of Employees (Staff included): | | | | |

2. 2. Total Number of Scheduled Employees (Staff excluded): | | | | |

2. 3. Name/s of Trade Union/s involved:_____

PART 3. EXEMPTION DETAILS:

3.1. Specify Exemption applied for by ticking the appropriate box:

☐ To pay below the minimum wage rates (Clause 33)

- Specify % below minimum wage rate applied for _____%

☐ To pay below the minimum increase (Clause 33)

- Specify % increase exemption applied for _____%

☐ Leave Enhancement Pay (Clause 14)

- Specify % LEP exemption applied for _____%

☐ Shift Allowances (Clause 8)

☐ Other: Clause:_____Description:_____

_____

_____

44

[page three]

3.2 Period for which the exemption is sought: _____20__ to

_____20__

3. 3. Who will the exemption affect?

- ☐ Workshop
- ☐ Site
- ☐ All Employees

3. 4. Which parties have been consulted?

- ☐ Trade Union Representatives
- ☐ Employees

3. 5. Date of consultation/s: _____20___

3. 6. Did affected parties support the Application?

- ☐ Yes
- ☐ No, (If not, please advise attendees that they should provide their written reasons to the employer to be attached)

PART 4. COMPLIANCE:

4.1 Has any previous exemptions from this agreement been granted?

- ☐ Yes (If yes, please indicate the type of exemption that was granted)

_____

45

[page four]

☐ No

4.2 Has the firm during the past 12 months had to institute (please tick)

☐ Short time

☐ Lay off

☐ Retrenchment

(If any of the above have been marked, the periods and/or dates as well as employees affected must be specified and attached to this application)

PART 5. ATTACHMENTS:

5.1 The following documents, if required, must be attached to this application:

☐ Minutes of consultation meeting with Trade Union Representatives and/or Employees

☐ Attendance register specifying names and signatures of persons who attended consultation meeting

☐ Where an agreement between the employer and the workforce is reached, the signed written agreement

☐ Motivation which explains

- Difficulties being faced by the firm
- Any special circumstances that exist
- Any precedent that might be set

46

[page five]

- ➢ The interest of the industry, employees and employer

- ☐ Business Plan that reflects the objectives and strategies to be adopted by the firm to rectify the situation giving rise to the application and an indication of a time frame for the plan.

- ☐ Income Statements for the past three months

5.2 All relevant documentation pertaining to the Application MUST be attached in order to ensure an expeditious reply. If any Section of this document is NOT completed or any document/s is not attached, the Council will not consider the Application.

DECLARATION:

The details reflected in this document have been provided by the employer or person so designated as true and correct to the best of their knowledge at the date of this Application. It is understood that all information contained in this document is subject to verification if required. Any information found to have been incorrect would result in immediate disqualification of the Application.

SIGNED.....

DATE.....

PLEASE PRINT NAME _____

DESIGNATION _____

47

CHAPTER 6

CLAUSE 23: EXHIBITION OF AGREEMENT

Every employer shall obtain, and on request from any employee, make available for perusal a legible copy of this Agreement plus all subsequent amendments thereof, in a format approved by or acceptable to the Council.

CLAUSE 24: ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement.

CLAUSE 25: AGENTS

(1) The Council shall appoint one or more specified persons as Agents to assist in giving effect to the terms of this Agreement. For the purpose of enforcing or monitoring compliance with this agreement, as the case may be, an Agent of the Council shall have the right to enter and inspect the premises, examine records and question the employer and/or his employees in any manner that he deems appropriate: Provided that such rights be exercised only as is reasonably required for the purpose of enforcement of, or monitoring compliance with the Agreement.

(2) After each inspection of an employer's records and operations the agent shall prepare a report for the attention of the employer, worker representatives and, in the case of an individual complainant, the complainant concerned, confirming the date and time of the inspection and, if any contraventions of the Agreement were identified, a summary of the contraventions and the action that management is required to take to rectify the contraventions. Any disclosure of information shall comply with the provisions of the Act.

(3) A designated agent shall have the powers set out in sections 33 and 33A of the Act and in Schedule 10 of the Act.

GA

48

M.N.

ZX

CLAUSE 26: PROHIBITION OF CESSION AND/OR SET-OFF

(1) No claim whatsoever by any employee against the Council shall be capable of being ceded, and no purported cession thereof shall be binding upon the Council.

(2) Set-off shall not operate and is expressly excluded as between any amounts payable to an employee as referred to in section 6 and any amount payable by such employee, the deduction of which is prohibited by that section; and this provision shall be deemed to be a term of every contract of employment between employer and employee.

CLAUSE 27: TERMINATION OF EMPLOYMENT

(1) A contract of employment terminable at the instance of the employer or the employee may be terminated only on notice of not less than-

(a) one week, if the employee has been employed for six months or less;

(b) two weeks, if the employee has been employed for more than six months.

(c) Four weeks, if the employee has been employed for more than one year with the same employer

(2) The provisions of sub-clause 1 above shall not affect -

(a) the right of an employer or employee to terminate a contract of service without notice for any good cause, recognised by law as sufficient;

(b) Any agreement between an employer and employee providing for a longer period of notice than the periods referred to in sub-clause 1(a) or (b) or (c) above;

(c) the Employer's right to recover any notice due from wages, leave or leave enhancement pay in the absence of notice by an employee as required in 1 above

49

(3) Notwithstanding the provisions of sub-clause (1) above, an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

(4) Whenever the contract of service is terminable by the notice period referred to in sub-clause 1(a) or (b) or 2(b) above and the employee fails to give notice or to work such notice period, the employer may only deduct pay in lieu of such notice period as provided for in 2(c) above in the establishment concerned.

(5) For the purpose of this clause, — week shall be a week consisting of the ordinary hours of work as referred to in Clause 4(1 and 2) of this Agreement. Notice must be given on the first day at the commencement of the working week for the employee.

(6) The termination of employment by an employer on notice in terms of this Agreement does not prevent the employee challenging the fairness or lawfulness of the termination or dismissal.

(7) The services of an employee shall not be terminated on any grounds listed in Section 6 of the Employment Equity Act.

CLAUSE 28: CERTIFICATE OF SERVICE

Every employer shall provide each employee on the termination of his employment with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination, and the employer shall forward a copy of such certificate of service to the Regional Council concerned.

CLAUSE 29: TECHNOLOGICAL CHANGES AND WORK RE-ORGANISATION

(1) For the purpose of this clause technological change means the introduction by the employer of manufacturing equipment substantially different in nature or type from that previously utilised by the establishment or of substantial modifications to present manufacturing equipment.

50

(2) *Notification*

(a) The employer shall notify the union of any such technological change not less than ninety days prior to the implementation date of such change. This notice shall be given in writing and shall contain relevant information including:-

(i) the nature of the change;

(ii) The approximate date on which the employer proposes to effect the change;

(iii) The employees likely to be affected by the change;

(iv) The anticipated effect of the change on employees working conditions and terms of employment; and

(v) any other relevant information relating to the anticipated effects on employees including the change in skills.

(b) The provisions as contained in the Section 189 / 189A of the Act will be observed.

(3) *Work Re-organisation*

Where an employer intends introducing major work re-organisation which will substantially and materially affect the work of employees, the employer shall consult in an endeavour to reach agreement with representatives of the trade unions represented at the establishment and any employee representative body to discuss the implications of the work re-organisation including; - the need to re-train employees affected by such work re-organisation; and - any possible impact on the health, safety and work environment of the affected employees. The provisions as contained in the Section 189 / 189A of the Act will be observed.

(4) The employer shall notify the union of any such work re-organisation not less than 60 days prior to the implementation of such change.

(5) Where the introduction of work re-organisation may result in retrenchments or redundancies, the security of employment provisions of this agreement (section 30) and the Act shall be observed.

51

CLAUSE 30: SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

For the purposes of this section, notwithstanding the definition of —employee in section 3, — employee includes persons employed in operative, production or manufacturing processes not scheduled in this Agreement.

(A) *Basic objectives:*

(a) The basic objectives of this section shall be –

(i) to further the protection of the rights of employees in cases of –

(aa) reduction in basic conditions of employment;

(ab) unfair dismissal from employment;

(ac) discrimination in terms of re-engagement and promotion opportunities and procedures; and diminution of employment opportunities;

(ii) to further the protection of the rights and procedures of employers and management's to –

(aa) maintain discipline within the total labour force;

(ab) retrench employees where economic conditions or other factors occasion such a step; and

(ac) promote and recruit on merit in compliance with the Employment Equity Act;

(iii) to –

(aa) provide equal employment opportunities for all groups of workers;

(ab) ensure orderly change where change can take place;

(ac) obviate friction between persons in matters of promotion and employment;

(ad) ensure consultation between employers and worker representatives regarding this section;

(ae) establish training and retraining procedures; and

(iv) to provide the necessary machinery to achieve the objectives set out in subsection (1)(a)(i) to (iii).

(b) This section provides for the employment security of existing incumbents of jobs and for their training and/or retraining and shall apply to such persons

52

who are in the employment of the employer in the Industry on the date of coming into operation of this Agreement.

(c) Notwithstanding subsection (1)(b), the provisions of this section shall not apply to –

(i) persons who, while not currently employed in the Industry, have had not less than six months, experience in the Industry during the 12 months prior to the date of coming into operation of this section;

(ii) unemployed persons who, in terms of the Unemployment Insurance Act (as amended), received unemployment benefits during the 12-month period to the coming into operation of this section and who qualified for such benefits as a result of employment in the Industry and who immediately prior to becoming unemployed were employed in the Industry;

(iii) such other persons as the Council may determine from time to time.

(B) *Security of employment*

(a) No employer shall determine the employment of or promote an employee to a higher rated work category unless he has complied with the provisions of this section.

(b) Employers in the Industry shall provide employees with security of employment at conditions relating to their particular work category at the date of coming into operation of this section and for the duration of this Agreement, subject to compliance with –

(i) the normal requirements of disciplinary procedures; and

(ii) provisions regarding the retrenchment of employees owing to shortage of work or other circumstances in the establishment, subject to subsections (3) and (4) hereof.

(C) *Retrenchment of employees*

(a) If there are lay-offs and/or retrenchments of employees on account of shortage of work or other circumstances in the establishment, the employer shall, not later than seven days after the date of retrenchment, notify the Council in writing of –

53

(i) the number of employees retrenched;
(ii) the effective date of the retrenchments;
(iii) the occupational categories scheduled in the Agreement of the employees retrenched;
(iv) the basis of identifying employees retrenched; and
(v) the specific reason for retrenching the employees.

(b) The procedure to be followed in the event of lay-offs, relocation or closure of an establishment, retrenchments, redundancies and the operation of limited-duration contracts of employment shall be as provided for in the Act.

(c) Where non-observance of the procedure under the Act gives rise to a dispute, such dispute shall be regarded as an alleged unfair dismissal dispute and may be dealt with by the Bargaining Council and, if necessary, the Labour Court in terms of section 191 of the Act.

(D) *Severance payment*

(a) In the case of retrenchment an employer, subject to sub-clause (2), shall pay to each employee who is retrenched, in addition to any other amounts to which he is entitled in terms of this Agreement on termination of service, a severance payment of a minimum of one week's wages for each completed year of service together with the following:

(i) Pro rata allowance(s) where applicable;
(ii) pro rata leave pay;
(iii) an amount equal to the weekly employer contribution to any applicable benefit funds of which the employee was a member at the time of retrenchment; in respect of each completed years' service with the same employer; and
(vi) Notice pay calculated as follows:

- 1 week notice for an employee with less than 6 months service;
- 2 weeks' notice for an employee with more than 6 months but less than 12 months service;
- 4 weeks' notice for an employee with more than 12 months but less than 5 years' service;

54

- 5 weeks' notice for an employee with more than 5 years but less than 10 years' service;
- 6 weeks' notice for an employee with more than 10 years but less than 15 years' service; and
- 7 weeks' notice for an employee with more than 15 years' service.

(c) An employee and any employee representative shall at either's request consult in good faith at plant level with a view to reaching agreement on a higher severance payment than that stipulated in paragraph (a).

(E) *Re-employment of retrenched employees*

Where an employer has retrenched employees he shall, if he subsequently engages additional employees, as far as is practicable give preference to the re-engagement of those employees who were retrenched from his establishment who are qualified and available to undertake the categories of work required by the employer. If the same category of work becomes available such retrenched employee will, for a period of three years from date of retrenchment, be offered employment at the rate he / she was employed at, at the time of retrenchment. In addition increases agreed to during the employee's period of absence will also be added on to the rate of pay of such employee. In the event a retrenched employee is offered a lower level of employment such offer will be at the appropriate and applicable rate of the position offered.

(F) *Promotion, training and/or retraining*

(a)(i) Where promotion opportunities occur within the establishment of an employer, the employer shall specify the requirements of candidates for promotion in terms of –

(aa) educational or other qualifications;

(ab) training and/or retraining;

(ac) experience and/or related experience; and

(ad) Employment Equity targets.

(ii) The employer shall, on request, furnish this information to the Council.

(iii) The employer shall be free, subject to the provisions of subsection (7) hereof, to promote on the basis of merit any employees from among those of his employees who meet the requirements specified for the job.

55

(G) *Administration*

(a) Should a disagreement arise relating to the application and/or interpretation of the provisions of this section, the aggrieved party/parties shall, within 14 days of the disagreement arising, be entitled to refer the matter to the Regional Council of the area concerned. The Regional Council shall forthwith, and not later than 30 days, cause an investigation to be made into the facts and if, in its view, there has been a contravention of the objectives of this section it shall call upon the offending party/parties within such period to remedy the contravention.

(b) Any decision of the Regional Council that is served on the party/parties shall be final and binding and the said party/parties shall comply herewith. Should the Regional Council and/or delegated committees fail to determine the matter constituting the disagreement within 30 days of receipt or of such extended period as the Regional Council may determine, either of the aggrieved parties may invoke arbitration and the award of the appointed arbitrator(s) shall be final and binding and shall be observed by the party/parties. arbitration shall be within the terms and provisions of the Council's Constitution: Provided that nothing therein contained shall preclude the Council from appointing a person/persons who shall, for the purposes of this section, act as standing arbitrator(s) for the time being.

(c) For the purposes of dealing expeditiously with the matters contained in this section, Regional Councils are hereby empowered to establish (a) committee(s) consisting of employer and employee representatives and to delegate such specific powers as deemed necessary to such committee(s). Such committee(s) shall dispose of all matters referred to it/them within 30 days unless it/they agree to an extension, when the provisions of subsection (7)(b) shall mutatis mutandis apply.

CLAUSE 31: PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES

(1) The Bargaining Council shall within the undertaking, sector, trade or occupation and in the area in respect of which it has been registered, endeavour, by the negotiation of agreements or otherwise, to prevent disputes from arising, and to settle disputes that have arisen or may arise between employers and employers' organisations and employees or trade unions and take such steps as it may think expedient to bring about the regulation or settlement of matters of mutual interest to employers or employers' organisations and employees or trade unions. Parties agree that once a certificate of non-resolution is issued in terms of Section 135 of the Act, it will be peremptory to approach the CCMA in respect of Section 150(2).

(2) No strike certificate may be issued until and unless picketing rules have been agreed upon as envisaged by Section 69 of the Labour relations Act. No party will embark on any form of industrial action unless and until all parties have concluded an agreement on picketing rules.

(3) Should the Section 150 facilitated process fail parties agree to approach the CCMA on an expedited basis in terms of Section 150A of the Labour relations Act/

(4) All sector negotiations must be initiated and processed in terms of the Council Constitution and Clause 34 of this Agreement.

(5) For the purposes of complying with the Act, the Council shall follow the procedures set out in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement.

57

CHAPTER 7

CLAUSE 32: ORGANISATIONAL RIGHTS

(1) Trade Unions party to the MEIBC automatically qualify to have membership fees deducted by the employer.

(2) The automatic right referred to in (1) will be granted subject to the following:

(a) Any *employee* who is a member of a trade union referred to in (1) may authorise the employer in writing to deduct subscriptions or levies payable to that trade union from the *employee's* wages;

(b) An *employee* may revoke an authorisation given in terms of subsection (1) by giving the employer and the representative trade union one month's written notice.

(3) Upon proof of membership trade unions party to the MEIBC automatically qualify to, upon prior notice, access the premises of the employer subject to the following:

(a) Any *official* of a trade union is entitled to, upon prior notice, enter the employer's premises in order to communicate with members, or otherwise serve their interests;

(b) Hold meetings outside of working hours;

(c) Vote at the employer's premises in any election or ballot contemplated by that trade union's constitution; and

(d) The rights conferred by this sub-section are subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.

(4) In any place of work in which at least 10 members of a trade union are employed, those members are entitled to elect from among themselves—

(a) if there are 10 members of the trade union employed in the 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;

58

(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 representative for every additional 50 members up to a maximum of seven trade union representatives.

(5) Subject to the workload, a trade union representative is entitled to take 5 days off with pay during working hours provided that—

(a) The trade union request the release of the trade union representative not less than seven (7) days in advance of the time off requested;

(b) Failure by the trade union representative to attend the training or perform the functions as requested in (a) will result in the trade union representative forfeiting the entitlement to be paid for the period requested.

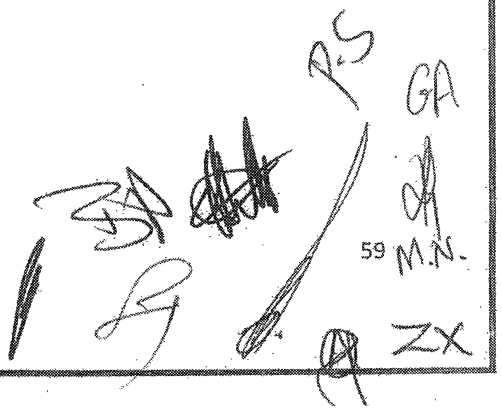
(6) Once a trade union representative is elected as an Office Bearer it is incumbent on the trade union to advise the employer accordingly.

(7) In addition to the five (5) days time off referred to in sub-clause (5) and in compliance with (6) an Office Bearer is entitled to an additional 5 days of with pay during working hours provided that-

(a) The trade union request the release of Office Bearer not less than seven (7) days in advance of the time off requested;

(b) Failure by the Office Bearer performing the functions as requested in sub-clause 7(a) will result in the Office Bearer forfeiting the entitlement to be paid for the period requested.

(8) The entitlement to time off contained in this part of the Agreement is limited to the number of trade union representatives as referred to in sub-clause (4).



CHAPTER 8

CLAUSE 33: WAGES

(1) Employees employed before the coming into operation of this agreement and who continues in the employment of the same employer after coming into operation of this agreement will retain his/her wage rate even if it is higher than the minimum wage rate contained herein, and no employee employed before the coming into operation of this agreement shall receive, subject to sub-clause 3, a wage lower than stipulated in the schedules under A – D below.

(2) An employee who commence employment with an employer after the coming into operation of this agreement shall not receive a wage lower than stipulated in the schedules under sub-clause 3 below: Provided that all geographical areas excluding Greater Cape Town, eThekwini and Gauteng will observe the corresponding wage table less 10%.

(3) No employer shall pay to any employee engaged on work classified in the schedules to this Agreement wages lower than those stipulated in Column D below and no employees shall accept wages lower than those stipulated, an Employee earning above the minimum rate of pay set out in Column B will be awarded the Rand value recorded in Column C, namely –

A. For the period 1 October 2021 to 30 June 2022: (6% on minimum wage rate subject to the conclusion of this agreement on 8 October 2021)

i. It is acknowledged that for the period 1 July 2021 to date some Employers awarded an increase to Employees engaged in work classified in this agreement however. In the event of an increase being awarded such increase may be off-set against the increases listed in the schedule below on condition the rands /cents increase is at least equal to the increase listed in the schedule below. In the event the increase awarded is greater than the rands / cents increase listed in the schedule such increase may not be reduced and will be maintained for the period ending 30 June 2022.

ii. All other Employees engaged on work classified in this Agreement shall be awarded a minimum annual increase recorded in Column C below:

60

A	B	C	D
Grade	Current minimum wage rate	Increase	New minimum
A	R 82.28	R 4.94	R 87.22
B	R 67.21	R 4.03	R 71.24
C	R 64.59	R 3.88	R 68.47
DD	R 57.34	R 3.44	R 60.78
E	R 44.89	R 2.69	R 47.58
F	R 37.85	R 2.27	R 40.12
G	R 33.53	R 2.01	R 35.54
H	R 29.75	R 1.79	R 31.54

B. For the period 1 July 2022 to 30 June 2023

A	B	C
Grade	Minimum wage rate 30 June 2022	Increase
A	R 87.22	R 4.94
B	R 71.24	R 4.03
C	R 68.47	R 3.88
DD	R 60.78	R 3.44
E	R 47.58	R 2.69
F	R 40.12	R 2.27
G	R 35.54	R 2.01
H	R 31.54	R 1.79

C. For the period 1 July 2023 to 30 June 2024

A	B	C
Grade	Minimum wage rate 30 June 2023	Increase
A	R 87.22	R 4.94
B	R 71.24	R 4.03
C	R 68.47	R 3.88
DD	R 60.78	R 3.44
E	R 47.58	R 2.69
F	R 40.12	R 2.27
G	R 35.54	R 2.01
H	R 31.54	R 1.79

D. For the period 1 July 2024 to 30 June 2025

A	B	C
Grade	Minimum wage rate 30 June 2023	Increase
A	R 87.22	R 4.94
B	R 71.24	R 4.03
C	R 68.47	R 3.88
DD	R 60.78	R 3.44
E	R 47.58	R 2.69
F	R 40.12	R 2.27
G	R 35.54	R 2.01
H	R 31.54	R 1.79

APPRENTICE WAGE SCHEDULE:

APPRENTICE YEAR	% OF CORRESPONDING GRADE
YEAR 1	60%
YEAR 2	70%
YEAR 3	80%
YEAR 4	90%

CLAUSE 34: LEVELS OF BARGAINING

(1) The Plastic Negotiation Forum of the Metal and Engineering Industries Bargaining Council shall be the sole forum for negotiating matters contained in the Plastic Industry Agreement;

(a) during the currency of the Agreement, no matter contained in the Agreement or any substantive matter may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

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

(c) The Management Committee of the MEIBC authorised the negotiations around the introduction of this agreement. Parties agree that during the negotiations the issues upon which the introduction of a new Agreement is desired have been clarified for the period set out herein. The Management Committee shall arrange that a vote of all representatives of the Council be taken by postal vote or at the AGM upon the adoption of this collective agreement as an agreement of the Council, placing the question or questions upon the ballot paper in such form as it may determine, together with a general question as to whether the proposals as a whole are accepted, provided that the total number of votes returned, shall determine the outcome of the ballot.

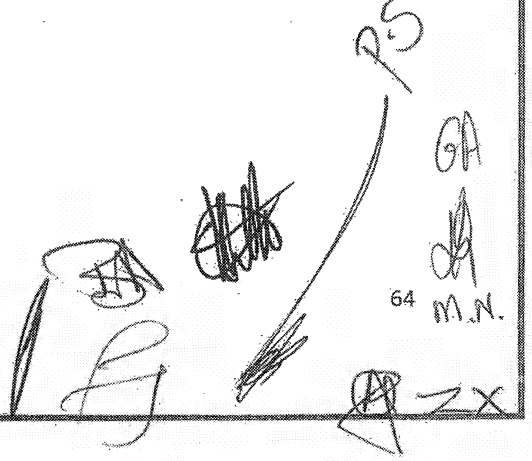
(2) Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Bargaining Council, are in existence the parties to

63

such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements. In the event of the parties to such arrangements failing to agree to modify, suspend or terminate such arrangements by the date of implementation of the Plastic Industry Agreement, the wage increases on scheduled rates and not on the actual rates shall be applicable to such employers and employees until the parties to such arrangement agree otherwise.

CLAUSE 35: RESOLUTION OF DISPUTES

Any dispute about the interpretation, application or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Collective Agreement and Council Constitution.



CLAUSE 36: ANNEXURES

ANNEXURE A

LIMITED DURATION CONTRACT OF EMPLOYMENT

CONTRACT OF EMPLOYMENT

(The employer) .....agrees to engage the services of (the employee) .....and the employee hereby agrees to accept service with the employer on the following terms and conditions:

INITIAL

(i) *(a)* The contract of employment in terms of this Agreement shall be for a maximum period of .....months/weeks from date of employment, for the purpose of project work) from..... ..... to .....or completion of the specific work detailed hereunder:

.....

.....

.....

(b) The contract of employment for short-term fluctuations in workload shall not exceed a period of four months from date of employment, viz from .....to....., or completion of the specific work detailed hereunder:

INITIAL

(*Note:* Should a period longer than four months be required to complete a specific task or activity, the period and the specific task or activity must be specified hereunder:)

.....

.....

.....

(ii) On completion of the contract detailed in (i) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but as completion of contract.

The employee shall nonetheless still be given five shifts notice of expiry of the contract period.

(iii) The remaining conditions of employment, not expressly detailed above, shall be existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Plastic Industry, subject to the limitation set out in (ii) above.

(iv) Where employment continues after completion of this contract in terms of (i) above this contract shall become null and void and the provisions of the Plastics Main Agreement shall apply.

(v) Subject to the amendment of the general conditions of employment as set out in (ii) above, the engagement conditions shall be:

(a) Occupation .....

(b) Rate of pay .....

INITIAL

Parties agree that entering into this contract of employment no expectation of employment beyond the period or order as stipulated above is created, and no dispute or claim can be filed in respect of same.

The employee acknowledges that he/she understands the contents of this contract, and signifies acceptance thereof.

Signed at ..... on .....20.....

Employer .....

Employee.....

Witness .....

INITIAL

Note: The employer and employee shall, during the period of employment in terms of this contract, observe the provisions of the applicable Benefit Fund Agreements.

65

ANNEXURE B

COMPRESSED WORKING WEEK

The following will apply in respect of a compressed working week.

Compressed working week refers to either a 3 team 2 shift or 4 team 2 shift system.

The following additional key aspects should be observed.

1. Public holidays will be paid in accordance with the Clause 7.
2. Shift allowances to be calculated and paid in terms of Clause 8.
3. Sick leave days will remain referred to in Clause 15.
4. 2 DAY SICK LEAVE WITH IN 8 WEEK CYCLE. – Clause 15 shall apply.
5. HOURS OF WORK. – Scheduled hours at normal time, including Saturdays and Sundays part of the scheduled shifts. Unscheduled hours at applicable overtime rates.
6. ANNUAL WAGES/SALARY TAKE HOME. – To be in accordance with the amount of hours worked per week/month.
7. FAMILY RESPONSIBILITY LEAVE – Provisions of the Clause 16 shall apply.
8. LEAVE ENHANCEMENT PAY – will be in accordance with the provisions of Clause 14.
9. ANNUAL LEAVE – Provisions of Clause 12 shall apply.
10. DECEMBER HOLIDAY – leave as per operational requirements read with Clause 12.

ANNEXURE C
INTERIM TECHNICAL SCHEDULE

CONVERSION OF PLASTIC POLYMER, INCLUDING THE MANUFACTURE OF ARTICLES OR PARTS OF ARTICLES WHOLLY OR MAINLY MADE OF PLASTIC, INCLUDING THE IN-HOUSE PRINTING OF SUCH ARTICLES BY THE MANUFACTURER.

"Plastics Industry" means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts of articles wholly or mainly made of such polymers into rigid, semi-rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendared, coated, compression moulded or rotation moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED ARE PRESCRIBED IN CLAUSE 33 OF THIS AGREEMENT.

The following operations, viz.:

RATE A
1. Qualified Artisan.

RATE B
1. Sectional supervisor of lower rated employees.

RATE C
1. Setting up of machinery and/or equipment.

RATE DD
1. Driver

RATE E
1. Receiving, locating, preparing and issuing materials, tools and/or stock from requisition lists, in tool and/or stock and/or material stores directly linked to the shop floor and/or production processes, including:
   - Selection of stock;
   - Checking and recording of stock; and
   - Store attendant, excludes warehousing of finished goods.

RATE F

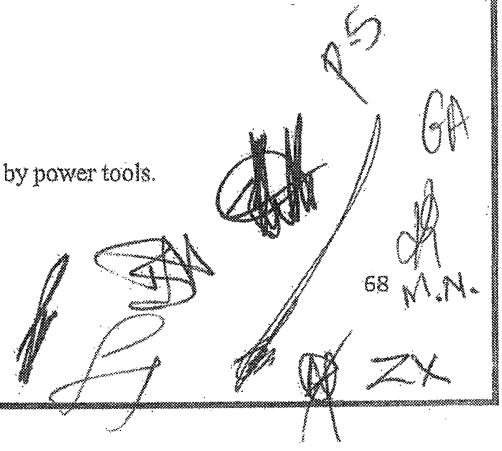
1. Embossing machine operator (works under supervision.) Makes running adjustments. Performs minor maintenance and lubrication. Carries out simple quality checks. Completes production documentation.
2. Forklift driving.
3. Flexographic/gravure printing.
4. Photopolymer plate mounting.
5. Printer's assistant.
6. Ink technician.
7. Quality control inspector

RATE G

1. Baling machine operator. Works under supervision, operates one machine and makes running adjustments. Carries out simple quality checks. Completes production documentation.
2. Mould mounting
3. Chemical compounding of plastic materials and the application of such compounds.
4. Laminating by hand in reinforced plastics manufacture and gel coating.
5. Mass measuring and issuing of scrap and/or raw materials, including pigments, to pre-determined quantities.
6. Operating closure-lining machine.
7. Operating compounding and/or sheeting and/or rolling mill.
8. Operating eyeletting machine.
9. Operating laminating machine.
10. Production machine operator. Operates plastic production machine including, machine running adjustments when necessitated by the manufacturing process, visual checking, assisting with mould changes and documentation.
11. Operating scrap grinding machine.
12. Removing and/or replacing dies and/or moulds and/or tools under instruction of a Rate C setter.
13. Repetition batch checking of plastic parts and/or components.
14. Repetition cutting by machine and/or machining of plastic materials (including reinforced fibres.)
15. Repetition marking and/or tracing to templates.
16. Seaming and/or jointing by hand and/or by machine.

RATE H

1. Buffing and/or finishing and/or polishing by hand and/or by power tools.
2. Marking of trademarks and/or symbols.
3. Operating coating head and/or glue spraying machine.



4. Operating fibreglass spray-up machine.
5. Operating guillotine, band saw and/or slitting machine (excluding setting up.)
6. Operating mixing and/or blending machine - Operation of materials handling equipment.
7. Operating bag making machine
8. Materials handler and mixer (works under supervision.) Identifies and mixes material according to specified formulae. Granulates scrap material. Carries out colour changes. Assists with material stock counts. Utilises materials handling equipment.
9. Palletiser (works under supervision.) Operates materials handling equipment to move finished product from production machines. Checks carton quantities and seals cartons. Stacks cartons on pallets. Operates stretch-film wrapping machinery. Checks stock.
10. Packer. Works under supervision. Does visual check on product. Packs product in specified quantities or by weight. Trims product if necessary.
11. Cleaning by hand including removal of flash.
12. Coating by brush and/or by dipping and/or by spraying.
13. Colour filling embossed or impressed moulding
14. Inserting linings in enclosures.
15. Operating dryer.
16. Operating hand press.
17. Operating pelleting machine.
18. Operating tumbling barrel.
19. Vehicle driver assistant.
20. Cleaner (factory only)
21. Granulator operator or regrinding
22. Box maker (works under supervision) including visual checks on carton quality.

NOTE:

(i) Supervisors to be graded at least one level above the highest job grade which they supervise.

(ii) All managerial positions shall fall outside this technical schedule (eg. Shift foremen, shift managers etc.)

(iii) The PNF (Plastics Negotiation Forum) comprising employer and trade union representatives from the plastics sector will:

(a) Consider any interpretational issues or disputes arising from this schedule;

(b) Make recommendations to the Metal and Engineering Industries Bargaining Council (MEIBC) on any exemptions regarding grading received from plastics industry companies; and

69

(c) Determine any demarcation issues which may arise between the MEIBC and the National Bargaining Council for the Chemical Industry or Statutory Council for the Printing, Newspaper and Packaging Industry.

(d) Within12 months of this agreement coming into operation, the Parties must conclude an agreement on a new grading system. In the absence of concluding an agreement on the modernised grading system as referred to herein the Employers will have the right to adopt and implement a scientific grading system to replace the job title grading system and address the requirements of the Employment Equity Act - differentials. The engagements will include assessing the viability of expanding the scope of application of this agreement to employment levels not set or identified herein.

ANNEXURE D

CONSTITUTION

THE NATIONAL EXEMPTIONS COMMITTEE OF PLASTICS INDUSTRY MAIN COLLECTIVE AGREEMENT

Contents

Part 1: Introductory provisions

1. Purpose of Constitution
2. Application of Constitution
3. Nature of applications
4. Criteria for applications

Part 2: The Committee

5. Purpose of Committee
6. Composition of the Committee
7. Chairperson of Committee
8. Conduct of members of the Committee
9. Quorum
10. Decisions of the Committee
11. Meetings the Committee
12. Convenor of the Committee

Part 3: Exemption Procedures

13. Lodging an application
14. Duty of convenor on receipt an application
15. Incomplete applications
16. Condonations
17. Findings and reasons for decision

Schedule: Definitions

PART 1: INTRODUCTORY PROVISIONS

1. **Purpose of Constitution**

The purpose of this Constitution is to govern the procedures of the National Exemptions Committee ("the Committee"), established by the Plastics Negotiating Forum (PNF) of the Metal and Engineering Industries Bargaining Council ("the Council"), in terms of Clause 22(1)(c) of the Plastics Industry Main Collective Agreement and to ensure that the Committee operates in an orderly and transparent manner.

2. **Application of the Constitution**

This Constitution applies to all applications for exemption except to the extent that a collective agreement sets out a different procedure for the hearing of an application for exemption to be exempt from any provision of that particular collective agreement.

3. **Nature of Application**

3.1 The Committee shall consider applications submitted in line with Clause 22(2)(a) of the Plastics Industry Main Collective Agreement;

3.2 All applications for overtime exemptions and notices for short time, lay-offs and retrenchments will dealt with administratively by each Region of the Council.

4. **Criteria for Exemption**

4.1 In considering any application for exemption the Committee shall apply the criteria as set out in Clause 22(3) of the Plastics Industry Main Collective Agreement.

PART 2: THE COMMITTEE

5. **Purpose of the Committee**

5.1 The purpose of the Committee is to hear and consider applications for exemption:

5.1.1 brought by parties to the Plastics Industry Main Collective Agreement

5.1.2 brought by non-parties to the Plastics Industry Main Collective Agreement

6. **Composition of Committee**

6.1 The General Secretary must appoint the Committee. The Committee will consist of persons in the employ of the Council who possess sound knowledge of the Industry, Employment Law and Finances. The Committee will comprise:

6.1.1 three permanent members.

6.2 Committee members hold office until –

6.2.1 they resign on three months' written notice to the Council; or

6.2.2 the Council resolves to terminate their membership of the Committee.

7. **Chairperson of the Committee**

7.1 The Committee shall elect one of the permanent Committee members as chairperson of the Committee.

7.2 If the chairperson is not present at a meeting of the Committee, the other Committee members present must elect a chairperson for that meeting.

74

8. **Conduct of members of Committee**

8.1 Members of the Committee –

8.1.1 must be independent and impartial and perform the functions of office in good faith;

8.1.2 must recuse themselves from any application, if they have a direct financial interest or any other conflict of interest in the subject matter of the application.

9. **Quorum**

9.1 Subject to sub-clauses 9.2, two members of the committee form a quorum for any meeting of the Committee.

9.2 If only two members are present at a meeting and they cannot reach consensus on any issue to be determined, the application must be deferred to a further meeting of the Committee and that further meeting must be attended by three Committee members.

10. **Decisions of the Committee**

10.1 A decision of a quorate meeting of the Committee is a decision of the Committee.

10.2 A decision agreed and confirmed in writing by three members of the Committee, is as valid as a decision adopted at a duly convened meeting of the Committee.

10.3 A decision of the Committee must be signed by the Chairperson.

10.4 Proceedings of the meetings of the Committee shall be minuted by the convener of the Committee appointed in terms of clause 12 of this Constitution. Such minutes shall be confirmed at the next meeting of the Committee and signed by the Chairperson.

11. **Meetings of the Committee**

11.1 Unless otherwise provided for in this clause, the chairperson of the Committee must determine the date and time for Committee meetings, in consultation

with the Council provided that the provisions of clause 22(1)(c) of the Plastics Industry Main Collective Agreement will be observed.

11.2 The Committee must meet –

11.2.1 at least once a month, unless there are no applications to be considered; or

11.2.2 when requested to do so by the Council , on the basis of the urgency of an application

11.3 If a meeting of the Committee does not finalise an application, the meeting may be postponed to a date and time agreed by the members of the Committee.

12. **Convenor of the Committee**

12.1 The General Secretary of the Council shall appoint an employee of the Council as convenor of the Committee.

12.2 The *convenor* may participate in Committee meetings but may not vote.

12.3 The *convenor* is responsible for –

12.3.1 giving Committee members notice of meetings;

12.3.2 keeping minutes of Committee meetings;

12.3.3 recording Committee meetings, if required to do so by the Committee;

12.3.4 carrying out any other duties imposed by this Constitution or required of the convenor by the Committee or the Council.

12.4 The General Secretary of the Council may delegate any of the convener's functions to any other employee of the Council.

13. **Duty of *Convenor* on receipt of an application**

13.1 On receipt of a notice of an application the *convenor* must –

13.1.1 confirm that the application is an application to be determined by the Committee;

13.1.2 ensure that all relevant documentation is attached;

76

13.2 If the convenor is of the view that the application is not one to be determined by the Committee, the convenor must return the application to the relevant Regional Office together with an explanation as to how the matter should be dealt with.

14. **Incomplete applications**

If an application is incomplete in any respect, the *convenor* must notify the party that lodged the application and give that party a further **seven days** from date of notification to file the additional information.

15. **Condonation**

15.1 The Committee may, on good cause shown, condone the late filing of any application.

15.2 An application for condonation must be signed by a Commissioner of Oaths.

16. **Findings and reasons for decision**

16.1 During the meeting of the Committee where an application has been considered, the Committee must provide the *convenor* with a decision on the application and with brief reasons for that decision.

16.2 The *convenor* must circulate the Committee's decision and reasons to the applicant, the trade union if applicable and the Regional Office of the Council where the applicant is located.

SCHEDULE

Definitions

Unless the context indicates that another meaning is intended –

"applicant" means the entity lodging an *exemption application*;

"convenor" means an employee of the Council tasked with convening meetings of the committee;

"exemption application" means an application by anyone who wishes to be exempted from the provisions of the Plastics Industry Main Collective Agreement.

"National Exemptions Committee" means a committee of the Council authorized to hear and decide exemption applications for the Plastics Industry Main Collective Agreement;

"members of the committee" means permanent members of the National Exemptions Committee.

ANNEXURE E

PICKETING RULES

1. PARTIES TO THE dispute
   a. The parties to the dispute giving rise to the strike/lock-out are:
      i. _____
      herein after referred to as the "Union"; and
      ii. _____
      herein after referred to as the "Employer".

2. BINDING NATURE
   a. These Rules are binding on parties to the dispute and their officers, officials, members.
   b. These Rules must be interpreted in accordance with –
      i. Sections 17, 18 and 23 of the Constitution;
      ii. The Regulation published in terms of the Disaster Management Act;
      iii. Section 69 of the LRA (Act);
      iv. The Code of Good Practice Collective Bargaining: Picketing Code; and
      v. The Employer's Disciplinary Codes and Procedures.
   c. Where these Rules are silent, the relevant provisions of the Act and the Code will apply.

3. PURPOSE OF THE PICKET
   a. The only purpose of the picket is to approach and peacefully seek to persuade the following persons to support the strike by temporarily withholding their services from working for the Employer:
      i. Service providers, clients and customers of the Employer;
      ii. Members of the public; and
      iii. Employees who are not on strike and replacement workers.

4. LOCATION OF PICKET AND NUMBER OF PICKETERS
   a. A picket may only be held at the places designated in Annexures A. In the event of a National and/or multiple site strike/lock-out the designated areas must be agreed upon and identified.
   b. Only members of the Union may take part in the picket.
   c. A picket at the designated location may not exceed a maximum of 50 members subject to the formula set out in paragraph 9(a).

79

5. DURATION OF THE PICKET

a. The picket may only commence after the commencement of the strike;
b. The picket may only commence once authorised by the Union;
c. The picket may only commence 48 hours after the results of the ballot has been communicated and verified. The ballot will be conducted as follows:
    i. Only the category of employees involved in this dispute are eligible to cast a ballot;
    ii. The ballot will be conducted on _____ from 07:00 to 07:30 at the premises of _____; and
    iii. The Employer has been afforded the right to verify the ballot results independently.
d. The picket may only take place between 08:00 – 15:00 Monday to Friday.
e. Each member participating in the picket will be subject to the screening procedures set out below in 6(c), which includes refusal to be granted the right to picket if suspected of being infected with the Corona virus and the non-observance of social distancing. The Union will be required to ensure that all picketers are screened observe social distancing and comply with all Health and Safety Regulations and Directions at all times. Should the Union be unable to ensure full compliance with the aforementioned no picket may take place.

6. NATURE AND CONDUCT OF PICKET

a. Picketers must at all times conduct themselves in a peaceful, unarmed and lawful manner and not interfere with the constitutional rights of other persons.
b. Subject to clause 6(c), picketers may for the purposes of the picket –
    i. Carry placards;
    ii. Hand out pamphlets;
    iii. Chant slogans, sing and dance;
    iv. Be addressed by union officials; and
    v. Wear trade union t-shirts, hats, caps, badges and other paraphernalia.
    vi. Approach and peacefully engage suppliers, clients, customers, employees and replacement workers not to enter the premises and support the strike.
c. Picketers will observe the limitations on the activities which are required to give effect to the Regulation and Directions in terms of the Disaster Management Act, comply with the screening procedures rights listed in 6(b) in respect of locations are detailed in Annexure A. All picketers will, at all times, wear a clear face shield **and no masks or hoodies will be allowed**. The screening process will include the taking of temperatures, sanitising of each picketer at least every 2 hours, record keeping of a questionnaire as prescribed

80

by the Regulations on a daily basis. The Union will be responsible to keep records and make sanitisers, face shields and thermometers available.

d. Picketers may not –
   i. Whilst involved in the activities contemplated in 6(c) use hate or defamatory speech or incite violence;
   ii. Obstruct or block any of the entrances and/or areas designated for moving equipment and/or heavy vehicles and/or public access roads to and from the Employer;
   iii. Forcefully prevent or appear to prevent suppliers, clients and customers of the Employer, members of the public and vehicles, employees who are not on strike and replacement workers from entering or leaving the premises of the Employer and/or prevent, intimidate or interfere with non-striking employees traveling to and from the premises of the Employer;
   iv. Commit any unlawful action, such as intimidating, coercing, threatening or assaulting any person or causing or threatening to cause any damage to any property whether belonging to the Employer or not;
   v. Remove the face shields and/or disregard the protocols as listed in 6(c) above and/or disregard the 1.5 meter distance between picketers and/or when engaging in any activity listed 6(b); or
   vi. Have any dangerous weapons or objects in their possession.

e. For the purposes of these Rules, dangerous weapons include any object that could be used to injure or threaten a person or damage property. In the context of a picket there is no justifiable use for the possession or display of such an object, in particular any of the following objects:
   i. Knives, spears, pangas, bush knives or any similar object;
   ii. Sticks and knobkierries whether made of metal or wood;
   iii. Whips and sjamboks;
   iv. Bricks, stones or any similar object that can be thrown or propelled in a manner that can cause injury or damage to property;
   v. Any inflammable substance;
   vi. Any liquid, foam, or similar substance that can be sprayed or extruded to cause injury or damage to property.

f. The Union will call off the picket within 4 hours of being notified of any form of misconduct and/or contravention of these Rules. The notice to the Union must be detailed and proof of any transgression must be attached and delivered with the notice. In the absence of any evidence as referred to the picket will continue.

7. CONTROL OF PICKETS

a. Union officials and managers are accountable and should be available to resolve problems may the need arise;

81

b. The name and contact details of the union convenor/s of the picket and the employer representative/s are listed in Annexure B;
c. The convenor/s of the picket is responsible for overseeing the picket and ensuring that the picket complies with the rules;
d. The trade union must appoint one marshal for every (10) ten picketers to monitor and control the picket. The full names and contact details of the marshals are also listed in Annexure B hereto;
e. The convenors, marshals and the employer representative must be present from the start to the end of the picket each day. In the event the convenors and/or marshals are not present no picket will take place;
f. The convenor/s, marshals and the employer representative/s must –
    i. At all times during the picket have a copy of these Rules in their possession;
    ii. At all times during the picket have a copy of Annexure B to identify themselves as convenor/s or marshals; and
    iii. Be present from the start to the end of each day of the picket, subject to 7(e) above.
g. The names and telephone numbers and email addresses of the convenor/s and marshals must be set out in Annexure B;
h. Any changes to the convenor/s, employer representative and marshals must be sent by text and email to the persons listed in Annexure B;
i. The Union will ensure that its members who participate in a picket wear the identification described in Annexure B;
j. The Union must train its convenor/s and marshals on the Code of Good Practice and these Rules and their responsibilities during a lawful and peaceful picket; and
k. The name and contact details of the Commissioner assigned to conclude these rules are as follows:
    i. Name & Surname: _____
    ii. Mobile contact number: _____
    iii. Email address: _____

8. EMPLOYER CONDUCT

a. The Employer or any person in authority at the workplace or acting on the Employer's behalf may not;
    i. In any way hinder or obstruct the lawful and peaceful conduct of the picket;
    ii. Undermine any employee's right to lawfully and peacefully participate in the picket or discipline or threaten to discipline any employee for peacefully and lawfully doing so;
    iii. Engage in or permit conduct which is provocative or may incite conflict; or

82 M.N.

iv. Carry a dangerous weapon of any kind while in contact with the picketers.
v. Use hate or defamatory speech or incite violence.

9. PICKETING WITHIN DESIGNATED AREA

a. The designated area for the picket will **not** be on the premises of the Employer and the number of picketers will not be more than 50 unless it has to be reduced applying the following formula **(designated area m^2 / 2.25m^2)**. The Employer will provide the Union with written confirmation of the health and safety rules to be observed before, during and after the picket.
b. Participants in the picket must in addition to clauses 6 and 7 above –
   i. Remain within the designated picketing area;
   ii. Observe the health and safety rules and regulations, disciplinary codes and procedures the;
   iii. Refrain from causing any damage to company property or allowing damage to be caused; and
   iv. Leave the premises and the facilities in the condition in which they found it.

10. FAILURE TO COMPLY WITH THESE RULES

a. Any person may refer a dispute concerning the interpretation and application of these Rules to the Commissioner responsible for the conciliation of the dispute giving rise to the strike or lock-out and these Rules.
b. The Labour Court may suspend a picket at the Employer if these Rules have not been complied with in terms of Section 69(12)(c) of the Act; and
c. Non-compliance with these Rules by any picketer may be met with disciplinary action after the end of the picket.

11. DISPUTE RESOLUTION

a. Any dispute about the interpretation and application of these Rules or any alleged breach thereof shall be dealt with in accordance with section 69(8), (9), (10) and (11) of the Act or section 158(1)(g) of the Act. This does not affect any other right that any person may have in terms of the Act or any other law.
b. It is recorded that the Employer, the trade union and persons taking part in the picket are subject to the protections and provisions set out in section 67 of the Act.

12. POLICE INVOLVEMENT

a. These Rules do not affect the right of any person to ask the South African Police Service or any security organisation responsible for maintaining safety and security at the workplace to investigate or deal with any unlawful conduct or alleged unlawful conduct.

b. If this happens, the Employer and the Union undertake to cooperate with the police or security organisation in the performance of their duties and the trade union undertakes to do everything possible to ensure that its members will do the same.

13. TERMINATION

a. These Rules will remain in effect until:

i. The settlement of the dispute; or

ii. Until it is terminated or reviewed by mutual agreement, whichever comes first.

ANNEXURE A

DESCRIPTION OF PLACE FOR THE PICKET

ADDRESS AND LOCATION OF THE PICKET AND THE NUMBER OF PICKETERS:

Address and location of the picket:

Physical location of the picket:

As identified in the photograph on Annexure "A2"

Duration and time of the picket:

Commence on and within the time frames set out paragraph 5 of the agreement.

Number of picketers:

A maximum of 50 picketers subject to the provisions contained in paragraphs 4 & 9 of the agreement. All picketers will be required to sign in as a visitor (Company Policy) for contact tracing reasons.

ANNEXURE "A2"

[INSERT A PHOTOGRAPH AND CLEARLY IDENTIFY THE PICKETING AREA]

ANNEXURE B

NAMES AND DETAILS OF PARTICIPANTS

COMMISSIONER:

1. _____

CONVENOR/S:

1. _____

2. _____

EMPLOYER REPRESENTATIVE/S:

1. _____

2. _____

MARSHALLS:

1. _____

2. _____

3. _____

4. _____

5. _____

IDENTIFICATION:

Each marshal shall wear _____

_____

_____

which will be clearly marked and distinguishable from the picketers.

87

Thus signed at Johannesburg, for and on behalf of the parties, on 08 OCTOBER 2021

ON BEHALF OF EMPLOYERS

Cape Engineers' and Founders' Association (CEFA) _____ Signature

Consolidated Employers' Organisation (CEO) _____ Signature

Kwa-Zulu Natal Engineering Industries' Association (KZNEIA) _____ Signature

National Employers' Association of South Africa (NEASA):..... _____ Signature

Plastics Convertors Association of South Africa (PCASA) _____ Signature

South African Engineers and Founders' Association (SAEFA) _____ Signature

88

ON BEHALF OF TRADE UNIONS

MEWUSA

Signature

NUMSA

Signature

SAEWA

Signature

Solidarity/Solidarity

Signature

UASA-The Union

Signature

89

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 2573 **7 October 2022**

RULES REGULATING MATTERS IN RESPECT OF THE SMALL CLAIMS COURT

The Rules Board for Courts of Law has, under section 6 of the Rules Board for Courts of Law Act, 1985 (Act No. 107 of 1985), read with section 25 of the Small Claims Courts Act, 1984 (Act No. 61 of 1984), with the approval of the Minister for Justice and Correctional Services, made the rules in the Schedule.

SCHEDULE

"TABLE OF CONTENTS

Rule No. Description

1. Definitions
2. Advisory Board
3. Duties of the clerk of the court
4. Duties of the legal assistant
5. Interpreters
6. Oath of witnesses
7. Contents of letter of demand
8. Summons
9. Amendment of documents
10. Applications
11. Service of summons
12. Service of summons by the plaintiff
13. Service of process by sheriff
14. Written statement of defence
15. Counterclaim
16. Hearing
17. Consent to judgment
18. Offer by judgment debtor after judgment in terms of section 40 of the Act
19. Execution after non-payment of judgment in terms of section 41(2) of the Act
20. Process in execution
21. Representation of parties
22. Non-compliance with rules, including time limits and errors

CONTINUES ON PAGE 514 OF BOOK 5

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

This gazette is also available free online at **www.gpwonline.co.za**



Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette *No. 11497* *Regulasiekoerant*

Vol. 688 7 October / Oktober 2022 No. 47254

PART 5 OF 6

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

ISSN 1682-5845

9 771682 584003 47254

AIDS HELPLINE: 0800-0123-22 Prevention is the cure

23. Costs

24. Fees of sheriff

25. Action against partners, a person carrying on business in a name or style other than his own name, syndicate or association

26. Reviews

Definitions

1. In these rules and in the forms annexed hereto, unless the context otherwise indicates, a word to which a meaning has been assigned in the Act bears that meaning; and—

"**abandon**" means to give up a portion of a claim or counterclaim to bring the claim within the jurisdiction of the Small Claims Court and "abandonment" has a corresponding meaning;

"**affidavit**" means a written statement voluntarily made under oath or upon affirmation before a commissioner of oaths;

"**application**" means to apply to the court orally or in writing for relief in terms of the Act;

"**clerk of the court**" means a clerk of the court appointed under section 11 of the Act and includes an assistant clerk of the court so appointed;

"**counterclaim**" means a claim the defendant has against the plaintiff irrespective of the plaintiff's cause of action;

"**defendant**" means the person against whom a claim is made;

"**deliver**" (except in rules 7 and 13) means to serve a copy of the document on the opposite party by hand delivery or electronic mail and lodge with the clerk of the court and "delivery" and "delivered" and "delivering" have a corresponding meaning;

"**documents**" includes but is not limited to a book, writing, tape recording, video, photograph, electronic recording or data message;

"***domicilium citandi***" means an address chosen by a party, in writing, where legal notices or process may be sent or served and "*domicilium*" and "*domicilium citandi et executandi*" have a corresponding meaning;

"**jointly and severally**" means where there are two or more persons responsible for a debt, each person may be liable for a proportionate share of the debt or the whole of the amount;

"**legal entity**" means an association, partnership, syndicate, company, close corporation, trust, stokvel and any other entity that is not a natural person;

"**lodge**" means to submit, furnish to, or file documents with, the Clerk of the Court by hand or by electronic means and "lodged" has a corresponding meaning;

"**plaintiff**" means the person who institutes the claim;

"**property**" includes everything animate or inanimate, corporeal or incorporeal, movable or immovable, capable of being subject to ownership;

"**set-off**" means the deduction from a claim or counterclaim of an amount admitted by a party, due by that party to the other party concerned;

"**sign**" means affixing or appending a signature including an electronic signature comprising the initial or name of the person signing, in any font, style or size which is intended by the person to serve as a signature and includes an advanced electronic signature as provided for in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) and "signed" and "signature" has a corresponding meaning; and

"**the Act**" means the Small Claims Courts Act, 1984 (Act No. 61 of 1984).

Advisory Board

2. (1) *(a)* The Minister may establish one or more boards as contemplated in section 25(1)*(d)* of the Act and may appoint as many members to such board or boards as he or she deems fit.

(b) A member of such a board shall hold office for such period as determined by the Minister, and any such appointment may be terminated at any time by the Minister if there are sound reasons for doing so.

(c) The Minister shall appoint the chairperson and vice-chairperson of the said board.

(d) If the chairperson and vice-chairperson are not available, a chairperson shall be appointed by the members present if quorate, being 50% of the members of the Board.

(2) The Minister may dissolve the board at any time.

(3) The board must advise the Minister in regard to—

(a) the appointment of suitable persons as commissioners, in the case of an attorney or advocate, after consultation with the Legal Practice Council;

(b) the recruitment and utilisation of persons as commissioners, clerks, assistant clerks, interpreters, legal assistants and such other persons as may be necessary;

(c) suitable court and office accommodation;

(d) the times for the holding of court; and

(e) any other matter which may be necessary for the proper functioning of the court.

Duties of the clerk of the court

3. (1) Any party initiating proceedings must approach the clerk of the court to issue a summons.

(2) The clerk of the court—

(a) must sign, date and issue the process initiating the proceedings;

(b) must assign a consecutive case number for the year and a unique reference number to the summons and record the case and unique reference numbers in a register;

(c) must ensure that every document subsequently filed in respect of the same proceeding is marked with the same case number;

(d) may request a party to correct any patent defect or error in any document that is filed and may assist the party if necessary; and

(e) must file under the case number, any process of the court and any process delivered to the court in the matter and must perform any ancillary duties as may be directed by the commissioner to give effect to the finality of the matter.

(3) A commissioner may perform any function of the clerk of the court or sign any process prescribed in these rules except that a commissioner may not prepare any statement or process for any party.

Duties of the legal assistant

4. (1) The legal assistant must render to any person who so requests—

(a) advice in regard to any action which falls within the jurisdiction of the court;

(b) assistance with the drafting of the process of court; and

(c) advice in regard to the prescribed tariff for sheriffs and where to lodge a complaint for overcharging.

(2) Any act to be performed by the legal assistant in terms of these rules may be performed by the clerk of the court.

Interpreters

5. (1) All interpreters interpreting evidence in any language with which the court or a party or his or her representative is not sufficiently conversant, must either have been sworn in to interpret in the High Court or Magistrates' Courts or where not sworn in, be sworn in by stating the following before the commissioner:

"I,…….. (full name), do hereby swear or truly affirm that whenever I may be called upon to perform the functions of an interpreter in any proceedings in any Small Claims Court, I shall truly and correctly to the best of my ability interpret from one language to the other being used in those proceedings and vice versa."

(2) Such oath or affirmation shall be taken or made and administered in the manner prescribed for the taking of an oath or the making of an affirmation.

Oath of witnesses

6. (1) *(a)* The oath in terms of section 28 of the Act shall be administered in the following form:

"I swear that the evidence that I shall give shall be the truth, the whole truth and nothing but the truth, so help me God."

(b) Any person who is required to take the oath and who informs the commissioner that he or she—

(i) objects to taking the oath; or

(ii) does not consider the oath to be binding on his or her conscience,

shall make an affirmation in the following words at the direction of the commissioner:

"I solemnly affirm that the evidence that I shall give, shall be the truth, the whole truth and nothing but the truth."

(2) The oath and affirmation shall have the same legal effect.

Contents of letter of demand

7. (1) The letter of demand referred to in section 29(1) of the Act must set out the facts upon which the claim is based, the date upon which the claim arose and the amount or relief claimed and must substantially correspond with Form 4 of Annexure 1.

(2) The plaintiff must prove by means of an affidavit or by a registered post receipt that the letter of demand referred to in section 29(1) of the Act has been delivered to the defendant.

(3) The plaintiff may use Form 5 in Annexure 1 for the affidavit referred to in subrule (2).

Summons

8. (1) The summons must—

(a) substantially correspond with Form 1 of Annexure 1 and include—

(i) a form of consent to judgment; and

(ii) a notice drawing the defendant's attention to the provisions of sections 29(3), 35, 38, 39, 40 and 43 of the Act;

(b) contain particulars of the claim and set out—

(i) the date when the claim arose;

(ii) the nature of the claim;

(iii) the amount of the claim;

(iv) the relief or outcome that is sought from the court;

(v) any abandonment of part of the claim under section 18 of the Act and any set-off under section 19 of the Act; and

(vi) the particulars and relief sought in respect of each claim separately where the summons contains more than one claim.

(c) be signed by the plaintiff;

(d) state the plaintiff's residential or business address and where available, an electronic mail address, telephonic and cellular number;

(e) state the surname and first names or initials of the defendant by which the defendant is known to the plaintiff, the defendant's residential address or place of business and where available, the electronic mail address, telephonic

and cellular number and in the case of a legal person, partnership, club, association, business, church or syndicate it shall be summoned under the name by which it is known to the plaintiff; and

(f) be signed by the clerk of the court and bear the date of issue by him or her and reflect the case number and unique reference number.

(2) The residential, business or electronic mail address, provided in subrule (1)*(d)*, may be used for service of documents on the plaintiff.

(3) The summons must be served on the defendant not less than 10 days before the date of hearing. A copy of Form 7 of Annexure A must be attached to and served with the summons on the defendant.

(4) Documents lodged shall not be invalidated by non-compliance with any of the requirements and may be corrected by the commissioner in his or her discretion unless the other party is prejudiced.

Amendment of documents

9. (1) Subject to the provisions of this rule, a summons may be amended by the plaintiff before service.

(2) Any alteration or amendment of a summons before or after issue but before it is served, must be initialled by the plaintiff and the clerk of the court on the original summons, and until so initialled such alterations and amendments shall have no effect.

(3) Any alteration or amendment of a summons after service must be made in terms of rule10.

(4) Any documents may be amended after service, by the commissioner of his or her own accord or on request by the relevant party after consideration by the commissioner of any possible prejudice to any other party.

Applications

10. (1) Any application required in terms of the Act or these rules may be made orally or in writing.

(2) If an application is made in writing it must substantially correspond with Form 8 of Annexure 1.

Service of summons

11. A summons may be served on a defendant—

(a) by the plaintiff or the plaintiff's authorised representative, in terms of rule 12; or

(b) by the sheriff in terms of rule 13.

Service of summons by plaintiff or plaintiff's authorised representative by hand delivery to defendant

12. (1) Where the summons is served by the plaintiff or his or her authorised representative by hand delivery, the plaintiff or the plaintiff's authorised representative must—

(a) make as many copies of the summons as there are defendants to be served;

(b) hand over a copy of the summons to the defendant in person;

(c) where requested, show the original or certified copy of the summons to the defendant; and

(d) after service on the defendant, lodge the original summons and proof of service with the clerk of the court as soon as possible.

(2) Proof of service of the summons on the defendant must substantially correspond with Form 6 in Annexure 1.

(3) Where the defendant keeps his or her residence or place of business closed or otherwise prevents the plaintiff from serving the summons, the plaintiff may call upon the sheriff to serve the summons, subject to compliance with subrule 13(1)*(a)* and *(b).*

Service of process by the sheriff

13. (1) Where a summons, warrant of execution or any other process is delivered to the sheriff for service on the defendant, the sheriff—

(a) shall only be obliged to effect service if the party who requires such service has paid the sheriff's fees beforehand;

(b) must be furnished with the original or certified summons, original warrant or any other process and as many copies of these documents as there are defendants to be served;

(c) must serve the summons or execute the warrant of execution and any other process of court without any unavoidable delay once paragraph *(a)* and *(b)* have been complied with;

(d) must, where requested, exhibit the original summons or certified copy of the summons, warrant of execution or process to the person to be served and serve a copy thereof on the person;

(e) must notify the clerk of the court and the plaintiff in the summons, warrant of execution or any other process in writing that service or execution has been duly effected, stating the date, manner of service or execution and return the said process to the clerk of the court;

(f) must notify the plaintiff in the summons, warrant of execution or any other process in writing that service or execution could not be effected, the reason that service or execution could not be effected and return the said process to such party and keep a record of any process so returned;

(g) must after service or attempted service of any process, specify the amount of each of his or her charges separately and the total thereof on the original and all copies of his or her return of service;

(h) shall, for service effected in terms of subrule (2)*(b)* to *(i)*, indicate in the return of service of the process the name of the person to whom it has been delivered and the capacity in which such person stands in relation to the person, corporation, company, body corporate or institution affected by the process: Provided further that whenever the court is not satisfied as to the effectiveness of the service, it may order such further steps to be taken as it deems fit; and

(i) shall, in any case where the service or execution of any process of the court has been met with or is reasonably expected to be met with resistance, have the power to call upon any member of the Service as defined in section 1 of

the South African Police Service Act, 1995 (Act No. 68 of 1995), to render aid to the sheriff.

(2) All process that is required to be served on any person may be served in any of the following ways:

(a) By handing a copy of the process to the person;

(b) by leaving a copy of the process at the person's place of residence or business with any other person who is apparently at least 16 years of age and in charge of the premises at the time: Provided that for the purpose of this paragraph, when a building is occupied by more than one person or family, "residence" means that portion of the building occupied by the defendant;

(c) by leaving a copy of the process at the person's place of employment with any person who is apparently at least 16 years of age and apparently in authority or in charge at the place of employment;

(d) if the person to be served has chosen a *domicilium citandi*, by serving a copy of the process at the *domicilium* so chosen: Provided that the sheriff shall set out in the return of service the details of the manner and circumstances under which such service was effected;

(e) in the case of a company or other body corporate, by serving a copy of the process on a responsible employee of the company or body corporate at its registered office or its principal place of business within the Republic, or its main place of business within the magisterial district in which the dispute first arose or, if there is no employee willing to accept service, by affixing a copy of the document to the main door of the office or place of business;

(f) in the case of a partnership, firm or association, by serving a copy of the document on a person who at the time of service is apparently in charge of

the premises and apparently at least 16 years of age, at the place of business of such partnership, firm or association or, if such partnership, firm or association has no place of business, by serving a copy of the document on a partner, the owner of the firm or the chairperson or secretary of the managing or other controlling body of such association as the case may be;

(g) in the case of two or more persons sued in their capacity as trustees of an insolvent estate, liquidators of a company, executors, curators or guardians, by delivery to any one of them in any manner prescribed in this rule;

(h) in the case of a syndicate, unincorporated company, club, society or church, by delivery at the local office or place of business of such body or, if there be none such, by service on the chairman or secretary or similar officer thereof in any manner prescribed in this rule;

(i) by handing a copy of the document to any representative authorised in writing to accept service on behalf of the person; or

(j) any method or manner of service as may be ordered by the court including, where appropriate service by registered post, electronic mail or any other electronic means.

(3) Where two or more persons are to be served with the same process, service shall be effected upon each, except where the persons are those stated in subrule (2)*(f)*, *(g)* and *(h)*.

(4) Where the person to be served keeps his or her residence or place of business closed and thus prevents the sheriff from serving the process, it shall be sufficient service to affix a copy thereof to the outer or principal door of such residence or place of business.

(5) Where the sheriff is unable after a diligent search, to find at the residence or *domicilium citandi* of the person to be served, either that person or a person referred to in subrule (2)*(b)* or, in the case of a company or body corporate referred to in subrule (2)*(e)*, a responsible employee, it shall be sufficient service to affix a copy of the process to the outer or principal door of such residence, local office or principal place of business or to leave a copy of the process at such *domicilium.*

(6) If it comes to the sheriff's knowledge that the person on whom service must be made has a new residential or business address, the sheriff shall serve the process on the person at the new address: Provided that the address is within the jurisdiction for which the sheriff was appointed, without returning the documents to court for amendment.

(7) Where the relief claimed in any action is limited to an order for ejectment from certain premises or land or a judgment for the payment of rent and for the cost of such proceedings, and it is not possible to effect service in the manner prescribed in subrule (2), service of process may be effected by affixing a copy thereof to the outer or principal door of such premises or on some other conspicuous part of the premises or land in respect of which the process is being served.

Written statement of defence

14. (1) Where the defendant wishes to lodge a written statement of defence then such statement must—

(a) set out the nature of the defence and the grounds on which it is based;

(b) be signed by the defendant or his or her authorised representative; and

(c) be lodged with the clerk of the court.

(2) For the purposes of this rule "defendant" includes any person upon whom a summons has been served and who alleges that he or she is not the defendant cited in the summons and enters an appearance to defend on that ground.

(3) Form 7 in Annexure 1 may be used for the written statement of defence and counterclaim.

(4) *(a)* If the written statement of defence includes a counterclaim, the statement must be served in the same manner set out in rules 12 and 13 for the service of a summons.

(b) The written statement of defence must be lodged with the clerk of the court after service on the plaintiff.

(5) The clerk of the court must bring the written statement of defence to the attention of the plaintiff.

Counterclaim

15. (1) A counterclaim may be made orally or in writing.

(2) If a counterclaim is made in writing—

(a) it shall be made by stating in a written statement of defence, particulars of the counterclaim as are required in terms of rule 8 in respect of a claim and Form 7 in Annexure 1 may be used for the counterclaim;

(b) such counterclaim included in a statement of defence, must be served in terms of rule 12 or 13; and

(c) the counterclaim must be lodged with the clerk of the court after service on the plaintiff.

(3) Where a counterclaim is raised at a hearing whether orally or in writing the commissioner may —

(a) proceed with the matter where there would be no prejudice to any party; or

(b) postpone the hearing to allow a party an opportunity to address any prejudice suffered by such party.

Hearing

16. (1) *(a)* The parties must appear on the day and at the time of the hearing with all the relevant and supporting documents.

(b) The parties may appear in person or by audio or audio-visual means.

(c) Any party may appear by audio or audio-visual means only after an application to the court is made at least 3 days before the date of the hearing and an order is granted allowing such an appearance.

(2) The plaintiff must furnish the court with proof that the summons was served on the defendant.

(3) The plaintiff and the defendant must ensure that any witness or witnesses in support of his or her claim or defence gives evidence in person or by audio or audio-visual means.

Consent to judgment

17. (1) A defendant who has admitted liability and consented to judgment in writing after receiving a summons shall—

(a) sign the form of consent endorsed on the original summons; or

(b) sign the consent form on a copy of the summons and lodge it with the clerk of the court.

(2) If the defendant's consent to judgment is for less than the amount claimed in the summons, he or she may still enter a written statement of defence in respect of the balance of the claim. Notwithstanding a judgment upon such consent, the action may proceed in respect of such balance and shall be in all subsequent respects an action for such balance.

(3) The court may grant judgment on any consent signed by the defendant.

Offer by judgment debtor after judgment in terms of section 40 of the Act

18. (1) *(a)* A judgment debtor may within 10 days of the granting of a judgment for the payment of money make an offer to the judgment creditor to pay the judgment debt and costs in specified instalments.

(b) Form 9 of Annexure 1 to the Rules may be used for the offer in subrule (1)*(a)*.

(c) The judgment creditor must notify the judgment debtor within 5 days whether the offer is accepted or not.

(d) After acceptance of the offer by the judgment creditor, the judgment debtor must commence payment.

(2) *(a)* A judgment creditor may after accepting the offer, make a written request to the clerk of the court to order the judgment debtor to pay in accordance with the offer made in subrule (1).

(b) Form 10 of Annexure 1 to the Rules may be used for the written request in subrule (2)*(a)*.

(3) The clerk of the court must within 5 days of the granting of the request made in subrule (2)*(a)*, notify the parties in writing that the offer in subrule (1) constitutes an order of court in terms of section 39 of the Act.

Execution after non-payment of judgment in terms of section 41(2) of the Act

19. (1) If a judgment for the payment of money is not paid within 10 days or in the case of a failure to pay an instalment at the time and in the manner determined by the court, the judgment creditor may lodge with the clerk of the court an application for the matter to be referred to the clerk of the Magistrates' Court as provided for in section 41 of the Act.

(2) The application in subrule (1) must substantially correspond with Form 11 of Annexure 1.

Process in execution

20. (1) The process for the execution of any judgment for the surrender of property whether movable or immovable, or for ejectment shall be by warrant signed and issued by the clerk of the court and addressed to the sheriff corresponding substantially with Form 2 or 3 of Annexure 1, whichever is applicable.

(2) The clerk of the court may be approached by any person in whose favour such judgment has been given, to issue a warrant if the judgment has not been satisfied, stayed or suspended.

(3) A warrant may at any time, on payment of the fees incurred, be withdrawn or suspended by notice to the sheriff by the judgment creditor who has issued such process.

(4) Any alterations to a warrant shall be initialled by the clerk of the court and the judgment creditor before it is issued.

(5) A warrant shall be invalid if a wrong person is named therein as a party, but it shall not be invalid merely by reason of the misspelling of any name, or of any error in respect of date.

(6) Where a warrant has been lost or mislaid, an interested party may make written application corresponding substantially with Form 8 of Annexure 1, to the clerk of the court for the issue of a second or further warrant.

(7) Where an application in terms of subrule (6) has been granted —

(a) the provisions of subrules (3) to (5) shall subject to the necessary alterations, apply to any such warrant issued by the clerk of the court;

(b) the second or further warrant shall clearly be endorsed as follows:

"This second or further warrant ..... (describe nature of warrant) was issued by the clerk of the small claims court on ..... (date) and replaces any warrant ..... (describe nature of warrant) instead of which it is issued or reissued".

(8) When any warrant which has been replaced by a warrant issued in terms of subrule (6) becomes available, it shall immediately be cancelled by the clerk of the court by endorsing across the face thereof between two parallel transverse lines the words:

"Cancelled. Fresh warrant ..... (describe nature of warrant) issued by the clerk of the court ……. (name and signature of clerk of the court), dated .....".

(9) The fact that a second or further warrant has been issued and the date thereof, shall be endorsed on the summons with which the action was instituted.

Representation of parties

21. (1) If the authority of a person representing a legal entity is challenged on stated grounds or if the court has reason to doubt the authority of the representative, then the court may require the production of proof that the representative is properly authorised.

(2) If a party dies or becomes incompetent to continue an action, the action shall be stayed until such time as an executor, trustee, guardian or other competent person has been appointed in his or her place or until such incompetence ceases to exist.

(3) Where an executor, trustee guardian or other competent person has been appointed, the court may, on oral application, order that he or she be substituted for the party who has died or become incompetent.

Non-compliance with rules, including time limits and errors

22. (1) Except where otherwise provided in these rules, failure to comply with these rules or with any request made in pursuance thereof shall not be ground for the giving of judgment against the party in default.

(2) No process shall be invalid merely by reason of any obvious misspelling, or any errors in respect of figures or dates.

(3) If any party has been misled by any such error in any process served upon him or her, the court may on oral or written application grant such party relief as may be deemed just and may for that purpose set aside the process and rescind any default judgment given thereon.

Costs

23. Where a judgment or order of costs is made against two or more parties, such costs shall be payable by them jointly and severally.

Sheriffs' Fees

24. The fees and travelling expenses chargeable by and payable to the sheriffs, shall be those prescribed in Part II of Annexure 2.

Actions against partners, a person carrying on business in a name or style other than his own name, syndicate or association

25. (1) Any person carrying on business in a name or style other than his or her own name, or two or more persons who are co-partners, may be sued in such name or style or in the name of the partnership.

(2) Subrule 25(1) shall also apply similarly to an unincorporated company, syndicate, association or stokvel.

Reviews

26. (1) A party desiring to review the proceedings in terms of section 46 of the Act must apply to the High Court.

(2) The review of the proceedings referred to in subrule (1) shall only be made on one or more of the following grounds:

(a) Absence of jurisdiction of the court;

(b) interest in the cause, bias, malice or the commission of an offence referred to in section 46*(b)* of the Act by the commissioner; or

(c) gross irregularity with regard to the proceedings.

(3) Every review in terms of this rule must be instituted by a notice of review and founding affidavit substantially in accordance with Form 12 of Annexure 1.

(4) The notice of review and affidavit must set out the proceedings to be reviewed, state the grounds, facts and circumstances relied upon for the review and must be lodged with the clerk of the court where the proceedings were held.

(5) Within 5 days of the receipt of a notice of review and affidavit, the clerk of the court must notify the commissioner who presided over the proceedings and the opposite party or parties of the review application and further notify them that the notice to review, affidavit, summons and all documents in the court file are available from the clerk's office.

(6) The commissioner must within 15 days of receiving the notice of review and affidavit lodge with the clerk of the court a statement using Form 13 of Annexure 1 in answer to the allegations made by the applicant.

(7) Within 5 days after the statement of the commissioner in subrule (6) is made available, the party bringing the review may amend, add to or vary the notice of review and affidavit by using Form 14 of Annexure 1 which Form must be lodged with the clerk of the court.

(8) The clerk of the court must within 5 days of receipt of the Form referred to in subrule (7) which amends, adds to or varies the notice of review, notify the commissioner who presided over the proceedings and the opposite party or parties that the Form is available from the clerk's office.

(9) Should the commissioner or any party affected desire to oppose the granting of the relief prayed for, he or she must within 5 days of the documents in subrule (8) being made available, lodge with the clerk of the court, an affidavit using Form 15 of Annexure 1, in answer to the allegations made by the applicant.

(10) The clerk of the court must within 10 days after the expiry of the period in subrule (9) send to the Registrar of the High Court, a paginated bundle consisting of—

(a) the notice and amended notice of review;

(b) the affidavits lodged by the party bringing the review;

(c) the statement and opposing affidavit, if applicable, of the commissioner;

(d) the affidavits, if applicable of any affected parties; and

(e) the summons and documents in the court file.

(11) The Registrar of the High Court must within 10 days of receipt of the paginated bundle, lay the same in chambers before a judge of that division for his or her consideration, directions and decision on review.

(12) The clerk of the court must keep a register of matters sent to the Registrar of the High Court for review.

(13) The clerk of the court must within 5 days after receiving the decision made by the Judge on the review, notify the parties and the commissioner of the decision.

(14) *(a)* Any notice or notification to be given by the clerk of the court to the parties and the commissioner may be done—

(i) in writing, by electronic mail or any other electronic means; or

(ii) orally, by telephone or cellular phone.

(b) Proof of notice or notification given to the parties and the commissioner shall be as follows:

(i) If notice or notification was given in writing, either an electronic mail delivery receipt or data message; or

(ii) if notice or notification was given orally, an endorsement on the file by the clerk of the court recording the date, time, telephone or cellular number, name of person contacted, the message communicated and whether the message was relayed to the person directly or through voicemail.

(15) No payment as contemplated in Part I of Annexure 2, shall be required by a commissioner in respect of a copy of any document requested by him or her in terms of this rule.

Saving of pending proceedings

27. (1) Nothing in these rules shall affect proceedings which are pending at the date of commencement of these rules and such proceedings shall be continued and concluded in every respect as if these rules had not been promulgated.

(2) Proceedings shall, for the purpose of this rule, be deemed to be pending, if at the date of commencement of these rules, summons had been issued and shall be deemed to be concluded when judgment is given.

Short title and commencement

28. These rules shall be called the Rules Regulating Matters in Respect of the Small Claims Court and shall commence on a date to be fixed by the Minister.

ANNEXURE 1

FORMS

1. Summons
2. Warrant for the surrender of goods
3. Warrant of ejectment
4. Letter of Demand in terms of section 29(1) of the Act
5. Affidavit in terms of rule 7(2)
6. Return of service in terms of rule 12(2)
7. Written statement of defence and counterclaim
8. Applications
9. Offer by debtor
10. Request by judgment creditor in terms of section 40 of the Act
11. Application by judgment creditor in terms of section 41(2) of the Act
12. Notice of review and affidavit in terms of rule 26(3)
13. Statement by commissioner in terms of rule 26(6)

14. Amendment, variation and addition to notice of review in terms of rule 26(7)

15. Affidavit in terms of rule 26(9)

30

No.1 — Summons

In the Small Claims Court for the Area of _____

Case No: _____ Unique Reference No: _____

_____

Clerk of the Court **(**signature and date of issue**)**

SUMMONS

(*To be completed by the Plaintiff)*

A. **PARTICULARS OF THE PLAINTIFF OR PLAINTIFFS**:

Surname …….

First Names……..……..

Residential address…..……

Business address……..……..…….

Postal Address……..

Telephone No……

Cellular No……

E-mail address……..

B. **PARTICULARS OF THE DEFENDANT OR DEFENDANTS**:

Surname or Name of entity……..

First Names……..……..

Residential address (*where known)*……

Business address (*where known)*……

Postal Address (*where known)*……..……..

Telephone No (*where known)*…….……

Cellular No (*where known)*……..……

E-mail address (*where known)*……..……..

PLEASE READ THE ENTIRE DOCUMENT AS IT HAS IMPORTANT INFORMATION

1. **YOU (defendant) are hereby summoned to appear personally before this court (insert court district, physical address, telephone number, e-mail address (if applicable) and court room number)**

_____

on the _____ of _____ 20___ at _____ (time) to admit or deny or dispute your liability for the claim of the plaintiff as stated in the Particulars of Claim.

2. **IF YOU ADMIT THE CLAIM (LIABILITY) AND CONSENT TO JUDGMENT**, complete the information below and lodge the summons (including this page) with the Clerk of the Small Claims Court:

(a) I admit that I am liable to the plaintiff as claimed in this summons OR in the amount of R_____ and I consent to judgment accordingly.

(b) I offer to pay the debt in instalments of R_____ per month, the first instalment to be paid to the plaintiff on or before the _____ (*insert date)* and payable every month thereafter until the debt and costs (if applicable) is paid. (*DELETE PARAGRAPH (b) if you are not making an offer to pay the debt in instalments)*

DATED at _____on this _____ day of _____, 20____.

DEFENDANT_____ (name and signature)

WITNESSES:

(full names)_____, (signature)_____

(address and contact number)_____

(full names)_____, (signature)_____

(address and contact number)_____

3. **IF YOU DENY OR DISPUTE THE CLAIM**, you may complete Form 7 (*written statement of defence and counterclaim*) in Annexure 1 attached to this summons and lodge the Form with the clerk of the Small Claims Court before the date you are

summoned to appear. **YOU MUST APPEAR ON THE DATE OF THE HEARING WHETHER YOU SUBMIT FORM 7 OR NOT.**

4. **IF YOU WISH TO DISCUSS THE CLAIM** with the clerk of the Small Claims Court then you should contact him or her at the address above before the date of the hearing.

5. **DEFENDANT TO NOTE THE FOLLOWING:**

(a) If you do not appear on the date (above), judgment may be obtained against you by the plaintiff unless you have previously admitted the claim.

(b) If money is to be paid in terms of a judgment or order of court, the money must be paid directly to the judgment creditor (this is the person in whose favour the judgment has been granted or order of court made).

(c) If judgment for the payment of money is granted against you and you indicate that you will not be able to pay, the court may conduct an enquiry into your financial position after which the court may order you to pay the judgment debt, interest and costs in specified instalments or otherwise.

(d) If the court has not made an order for you to pay the judgment debt and costs in specified instalments (paragraph *(c)* above), then you may within 10 days after judgment has been granted, make a written offer to the judgment creditor to pay the judgment debt and costs in instalments or otherwise using Form 9 in Annexure 1.

(e) If your written offer is accepted by the judgment creditor, at the request of the judgment creditor the clerk of the court shall order you to pay the judgment debt and costs in terms of your offer and the order by the clerk of the court shall be deemed to be an order of the court.

(f) If judgment has been granted against you, you must notify the judgment creditor fully and correctly, within 14 (fourteen) days after you have changed your place of residence; business or employment of your new place of residence, business or employment.

(g) If, after judgment has been granted against you for the payment of money or an order for the payment of money in instalments has been made, you fail to satisfy the judgment or order, such judgment or order may be enforced against your movable property and if the movable property is found to be

insufficient then against your immovable property after execution against your immovable property has been authorised by the court.

(h) In terms of section 47 of the Small Claims Courts Act, 1984 (Act No. 61 of 1984)("Act"), any person who obstructs the messenger (sheriff) or deputy messenger (deputy sheriff) of the court in the execution of his or her duties under the Act or fails to give notice of a change of address in terms of section 43 of the Act, shall be guilty of an offence and liable upon conviction to a fine not exceeding R2000 or to imprisonment for a period not exceeding six months, or to such imprisonment without the option of a fine.

PARTICULARS OF CLAIM

(*To be completed by the Plaintiff)*

PLEASE NOTE:

A. Print or type.

B. Be brief and concise. Mere reference to attached correspondence is not acceptable. Set out in point form the important features of the matter, indicating names and dates where possible.

C. The sections below must be completed. DO NOT give a detailed exposition of the history of the matter.

1. State the date when the claim arose:

_____

2. State the amount you are claiming or what you want from the defendant:

_____

3. Explain the nature of your claim (explain briefly why the amount or what you are claiming is due to you):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

4. What relief or outcome do you want from the court?

_____

_____

5. If you have any evidence (documents) that you are relying on then attach photocopies of the documents (please do not send your original) and briefly list the documents that you have attached below:

_____

_____

_____

IF PARAGRAPH 7 OR 8 BELOW DO NOT APPLY TO YOUR CLAIM, CROSS OUT THE PARAGRAPH OR PARAGRAPHS.

7. The Plaintiff hereby abandons in terms of section 18 of the Act, the sum of R_____ *(delete if not applicable)* being part of the claim. (*Note: "abandon" means to give up a portion of a claim or counterclaim to bring the claim within the jurisdiction of the Small Claims Court*).

8. The Plaintiff hereby sets-off in terms of section 19 of the Act, the sum of R_____ *(delete if not applicable)* being the amount to be deducted from the admitted debt as stated in the summons (*Note: "set-off" means the deduction from a claim or counterclaim of an amount admitted by a party, due by that party to the other party concerned*).

Date: _____

Signature, mark or fingerprint of Plaintiff: _____

NOTE:

(a) Once you have completed the summons, you must take the summons together with as many copies as there are defendants, to the clerk of the court (Small Claims Court) to be issued.

(b) Once issued the summons may be served on the defendant or defendants by you or your authorised representative, in terms of rule 12 or by the sheriff in terms of rule 13.

(c) If you or your authorised representative serve the summons, your attention is drawn to rule 12 stated below:

"**Service of summons by plaintiff or plaintiff's authorised representative by hand delivery to defendant**

12. (1) Where the summons is served by the plaintiff or his or her authorised representative by hand delivery, the plaintiff must—

(a) make as many copies of the summons as there are defendants to be served;

(b) hand over a copy of the summons to the defendant in person;

(c) where requested, show the original or certified copy of the summons to the defendant; and

(d) after service on the defendant, lodge the original summons and proof of service with the clerk of the court as soon as possible.

(2) Proof of service of the summons on the Defendant must substantially correspond with Form 6 in Annexure 1.

(3) Where the defendant keeps his or her residence or place of business closed or otherwise prevents the plaintiff from serving the summons, the plaintiff may call upon the sheriff to serve the summons, subject to compliance with subrule 13(1)*(a)* and *(b)*"

36

No.2— Warrant for the surrender of goods

In the Small Claims Court for the area of.....	
Case No...../20.....	Unique Reference No.:_____
In the matter between:	
..... Plaintiff	
and	
..... Defendant	
To the Sheriff:	
Whereas in this action the court ordered that the defendant surrender to the plaintiff a certain..... (describe the thing to be surrendered);	
You are hereby authorised and required to take the said..... ..... (describe the thing) from the defendant and place the plaintiff in possession thereof, for which this shall be your warrant;	
And return to this court what you have done by virtue hereof.	
Dated on this.....day of....., 20.....	

37

	By Order of the Court
..... *Plaintiff*	..... *Clerk of the Court*
Address:	
.....	

38

No.3—Warrant for ejectment

In the Small Claims Court for the area of	
Case No...../20.....	Unique Reference No.:_____
In the matter between:	
..... Plaintiff	
and	
..... Defendant.	
To the Sheriff:	
Whereas in this action, the plaintiff on the ..... day of ....., 20..... obtained judgment for the ejectment of the said defendant from the premises or land known as .....;	
You are hereby authorised and required to put the said plaintiff in possession of the said premises or land by removing the said defendant therefrom, for which this shall be your warrant;	
And return to this court what you have done by virtue hereof.	
Dated on this.....day of....., 20.....	
	By Order of the Court

39

	..... *Clerk of the Court*
..... Plaintiff	
Address:	
.....	
.....	

40

No.4— Letter of demand in terms of s29(1) of the Small Claims Courts Act, 1984 (Act No. 61 of 1984)

FROM (*plaintiff to insert his or her details below)*:

Name:_____

Surname:_____

Address:_____

E-mail:_____

Date:_____

TO (*insert details below)*:

Name of person or entity:_____

Surname (i*f applicable*):_____

Address:_____

E-mail (*where known*):_____

DEMAND

1. I, _____ (name and surname of person making the demand) hereby claim the sum of R _____ (amount claimed) from you OR_____(*other, insert what you are claiming from the defendant)* in respect of_____ (set out the facts upon which the claim is based, e.g. rent, contract, etc.) that arose on or about _____(insert date).

2. You are required within 14 (fourteen) days from the date of receipt of this demand, to pay or to settle the amount of R_____ OR _____ (*other, insert what you demand from the defendant)*.

If you fail to comply with this demand within the 14 (fourteen) days, I will institute action against you in the Small Claims Court to obtain a judgment for my claim against you.

_____ (signature, mark or fingerprint here)

41

NOTE:

(a) This letter of demand must be sent by registered post or delivered personally by you to the person you are sending the demand to.

(b) If you have delivered the letter personally then your attention is drawn to rule 7(2) and (3) stated below:

"(2) The plaintiff must prove by means of an affidavit or by a registered post receipt that the letter of demand referred to in section 29(1) of the Act has been delivered to the defendant.

(3) The plaintiff may use Form 5 in Annexure 1 for the affidavit referred to in subrule (2).".

42

No.5— Affidavit in terms of rule 7(2) - letter of demand in terms of section 29(1)

AFFIDAVIT IN TERMS OF RULE 7(2)

1. I, the undersigned

_____

(*State full names and surname)*

Identity or Passport No.:

_____

Residing at: _____

_____

Hereby make oath and state or solemnly affirm that:

1.1 On the _____ (*insert date*) at _____ (*insert time*), I delivered a letter of demand in terms of section 29(1) of the Small Claims Courts Act, 1984 (Act No. 61 of 1984) to _____(state the name of the person who received the letter) at _____(*place or address where letter was delivered)*

1.2 I delivered the letter by:—

1.2.1 Giving it personally to the person referred to in paragraph 1.1; OR

1.2.2 Other (explain below how the letter was delivered to the person referred to in paragraph 1.1):

_____

_____

_____

_____

_____

_____

NAME: _____

SIGNATURE: _____

I certify that the deponent has acknowledged that he or she knows and understands the contents of this declaration, which was sworn to/affirmed (delete what is not applicable) and signed before me at_____ (place) on _____(date) under compliance with the rules promulgated in Government Notice R. 1258 dated 21 July 1972 (as amended).

_____

COMMISSIONER OF OATHS

NAME: _____

CAPACITY: _____

ADDRESS: _____

_____

_____

_____

44

No.6— Return of service where summons is served by plaintiff or plaintiff's authorised representative

In the Small Claims Court for the Area of _____

CASE NO.: _____UNIQUE REFERENCE NO.:_____

_____ PLAINTIFF

AND

_____ DEFENDANT

RETURN OF SERVICE

(*To be completed by the plaintiff or plaintiff's authorised representative)*

1. I, the undersigned

   _____

   (*State full names and surname)*

   Identity or Passport No.:_____

   Residing at:_____

   Hereby make oath and state or solemnly affirm that:

1.1 I am the plaintiff or plaintiff's representative (*delete whichever is not applicable)*.

1.2 I served the summons on the defendant_____ (insert name of person) on this _____ (day) of _____ (month), 20____ at about_____ (time) by handing a copy of the summons to him or her.

OR

1.3 I attempted to serve the summons on the defendant _____ (insert name of person) on this _____ (day) of _____ (month), 20____ at about_____ (time) but he or she refused to take a copy of the summons. I then took the summons and the copy with me **OR** I left a copy of the summons at the premises.

OR _____ (*explain what you did with the summons*).

Delete paragraph 1.2 or 1.3, whichever is not applicable.

NAME: _____

SIGNATURE: _____

I certify that the deponent has acknowledged that he or she knows and understands the contents of this declaration, which was sworn to/affirmed (delete what is not applicable) and signed before me at_____ (place) on _____(date) under compliance with the rules promulgated in Government Notice R. 1258 dated 21 July 1972 (as amended).

_____

COMMISSIONER OF OATHS

NAME:_____

CAPACITY: _____

ADDRESS: _____

NOTE: This document must be lodged with the Clerk of the Court before or on the date of the hearing of the matter.

46

No.7— Written statement of defence and counterclaim

In the Small Claims Court for the Area of _____
CASE NO.: _____UNIQUE REFERENCE NO.:_____

WRITTEN STATEMENT OF DEFENCE AND COUNTERCLAIM

(*To be completed by the defendant)*

A. **PARTICULARS OF THE DEFENDANT**:

Surname or Name of entity: ……..
First Names:……..
Residential address:……
Business address:…….
Postal Address:……..
Telephone No:……
Cellular No:……
E-mail address:……..

B. **PARTICULARS OF THE PLAINTIFF**:

Surname……..
First Names: ……..

WRITTEN STATEMENT OF DEFENCE

1. **How much of the claim do you dispute?**
(tick whichever applies)

☐ I dispute the full amount (money) claimed OR the claim (other than money) as shown on the particulars of claim

OR ☐ I admit the amount of R ☐

And I paid the amount admitted on (date) ☐

2. **Do you deny or dispute this claim because you have already paid it or complied with it?** (tick below whichever applies)

☐ No *(then go to **paragraph 3.2 and 3.3**)*

☐ Yes *(then complete **paragraph 3.1**)*

3.1 I paid R ☐ To the plaintiff on (*date)* ☐

Provide details of where and how you paid the amount or complied with the claim, in the box below. If you have proof of your payment or compliance with the claim then attach this proof.

3.2 What is your response to the plaintiff's claim?

3.3 Why do you say that you are not liable? State the nature of your defence and the particulars of the grounds on which your defence is based, in the box below?

48

COUNTERCLAIM (if you are not making a counterclaim then cross out this heading)

4. **If you wish to make a claim against the Plaintiff (counterclaim)**, then complete the following:

4.1 If your claim is for a specific sum of money, how much are you claiming? R

4.2 My claim is for (*specify nature of claim and what you want from the court)*

Note: you may use additional paper if necessary. Please insert your name, surname and the case number on the top right of each page, if additional paper is used.

5. The defendant hereby abandons in terms of section 18 of the Small Claims Courts Act, 1984 (Act No. 61 of 1984) ("Act"), the sum of R_____ *(delete if not applicable)* being part of the claim. (*Note: "abandon" means to give up a portion of a claim or counterclaim to bring the claim within the jurisdiction of the Small Claims Court*)

6. The defendant hereby sets off in terms of section 19 of the Act, the sum of R_____ *(delete if not applicable)* being the amount to be deducted from the admitted debt as stated in the summons. (*Note: "set-off" means the deduction from a claim or counterclaim of an amount admitted by a party, due by that party to the other party concerned*).

7. I consent to the service of all further documents by electronic mail to the e-mail address referred to in paragraph A.

Date: _____

Signature, mark or fingerprint of defendant: _____

NOTE:

(a) If you do **NOT HAVE A COUNTERCLAIM** then lodge this document with the clerk of the court.

(b) If you **HAVE A COUNTERCLAIM** then you must also serve a copy of this document on the plaintiff, and lodge the original document with the clerk of the court.

The counterclaim may be served by you or the sheriff. If you serve the counterclaim, it must be done as follows:

1. You must make as many copies of the written statement of defence that includes your counterclaim, as there are plaintiffs to be served.

2. Hand over a copy of the written statement of defence and counterclaim to the plaintiff.

3. Where requested, show the original or certified copy of the written statement of defence and counterclaim to the plaintiff.

4. After service on the plaintiff, lodge the original written statement of defence and counterclaim and proof of service with the clerk of the court as soon as possible.

5. Proof of service of the written statement of defence and counterclaim on the plaintiff must substantially correspond with Form 6 in Annexure 1.

6. Where the defendant keeps his or her residence or place of business closed and thus prevents you from serving the written statement of defence and counterclaim, you may call upon the sheriff to serve the summons, subject to compliance with rule 13(1)*(a)* and *(b)*".

50

No.8—Applications

In the Small Claims Court for the Area of _____

CASE NO.: _____UNIQUE REFERENCE NO.:_____

APPLICATION

(*To be completed by the Applicant, the person or entity that is applying to the court for the relief stated in this document)*

A. **PARTICULARS OF THE APPLICANT**:

Surname or Name of entity:……

First Names (*where applicable*):……..

Residential address:……

Business address:……

Postal Address:……..

Telephone No:……

Cellular No:……

E-mail address:……..

B. **PARTICULARS OF THE RESPONDENT**:

Surname or Name of entity: ……

First Names (*where applicable*):……...

Residential address (*where known)*:……

Business address (*where known)*:……

Postal Address (*where known)*:……

Telephone No (*where known)*:……

Cellular No (*where known)*:……

E-mail address (*where known:)*……..

1. Are you the Plaintiff or the Defendant in the action (summons proceedings)

(tick below, the appropriate box)

☐ Plaintiff

☐ Defendant

2. Application will be made to the Court on the _____ day of _____ at _____ 20_____ for an order in terms of: (*tick below whichever applies*)

☐ section 31 of the Small Claims Courts Act, 1984 (Act No. 61 of 1984) ("Act") (Joinder of plaintiffs, party applying for separate hearing to be held where there is a joint action, *go to* ***paragraph 3****)*

☐ section 32 of the Act (Joinder of defendants, party applying for separate hearing to be held where there is a joint action, *go to* ***paragraph 3****)*

☐ section 33(3) of the Act (party applying for the substitution of the name or place as commonly known with the correct name or place, *go to* ***paragraph 4****)*

☐ section 36*(a)* of the Act (party applying for rescission of judgment granted in the absence of the person against whom that judgment was granted, *go to* ***paragraph 5****)*

☐ section 36*(b)* of the Act (party applying for rescission of judgment which was *void ab origine* (this term means incorrect from the very beginning) or was obtained by fraud or as a result of a mistake common to both parties, *go to* ***paragraph 6****)*

☐ section 36*(c)* of the Act (party applying for correction of patent error or errors in judgment), *go to* ***paragraph 7****)*

☐ Other_____ _____(specify section or rule in terms of which application is made, *go to* ***paragraph 8****)*

3. (a) The Court is requested to grant an order for a separate hearing for the Applicant or Respondent (Delete whichever is not applicable).

(b) (insert below the particulars substantiating the request that a separate hearing should be held)

4. (a) Whereas the name of the plaintiff or defendant *(delete whichever is not applicable)* or place, as commonly known (*delete if not applicable*) is stated in the summons as _____, and whereas the name or place *(delete whichever is not applicable*) is _____.

(b) The Court is requested to grant an order for the substitution of _____for_____ where it appears in the summons.

(c) (*insert below sufficient details in support of your application*)

5. (a) Whereas judgment was granted against the plaintiff or defendant (*delete whichever is not applicable)* in his or her or their absence on _____ (*insert date*).

(b) Whereas the Court is requested to grant an order rescinding the judgment granted on _____.

(c) (*insert below the **reasons for your absence** on the date that judgment was granted against you and state concisely **your defence** to the claim made against you and indicate when and how you first had knowledge of the judgment against you*).

6. (a) Whereas judgment was granted against the plaintiff or defendant (*delete whichever is not applicable)* on _____ (*insert date*).

(b) Whereas the Court is requested to grant an order rescinding or varying the judgment granted on _____.

(c) (*insert below sufficient details in support of your application for the rescission or the variation of the judgment based on whether it was void ab origine*, *obtained by fraud or as a result of a mistake common to both parties and indicate when and how you first had knowledge of the judgment against you)*.

7. (a) Whereas judgment was granted against the plaintiff or defendant (*delete whichever is not applicable)* on _____ (*insert date*).

(b) Whereas the Court is requested to grant an order correcting the patent error or errors in the judgment granted on _____ as follows _____.

(c) (*insert below sufficient details in support of your application for the correction of a patent error)*

8. (a) In terms of section or rule *(delete whichever is not applicable)*_____, the Court is requested to grant an order for_____.

(b) (*insert below sufficient details in support of your application.)*

Date: _____

Signature, mark or fingerprint of Applicant: _____

NOTE:
A copy of this document must be served on the other party and the original must be lodged with the Clerk of the Court.

To:
Respondent
Address: (as stated in part B above)

And to:
To: The Clerk of the Small Claims Court
_____(*insert area)*
By hand: Received by the Clerk of the Small Claims Court on this _____ day of _____ 20____.
Or
Per E-mail: _____

55

No.9 — Offer by debtor

In the Small Claims Court for the Area of _____

CASE NO.: _____UNIQUE REFERENCE NO.:_____

_____ PLAINTIFF

AND

_____ DEFENDANT

OFFER BY DEBTOR

(*To be completed by the party making the offer)*

1. PARTICULARS OF THE PARTY MAKING THE OFFER:

Surname or Name of entity:…….

First Names (*where applicable*):……..

Residential address:……..…

Business address:…….

Postal Address:……..

Telephone No.:……

Cellular No.:……

E-mail address:……..

1. I, _____ plaintiff or defendant hereby offer to pay to _____, an amount of R _____on the _____(insert date) **OR** the judgment debt of R_____ and costs in the amount of R_____ as ordered by the court on _____ (insert date) as follows:

1.1 Instalments in the amount of R_____ per month, the first instalment to be paid to the judgment creditor on or before the _____ (*insert date)* and payable every month thereafter until the debt and costs (if applicable) is

paid and if any instalment is not paid on time then the full balance still owing will become immediately payable.

Date: _____

Signature, mark or fingerprint of the person making the offer: _____

OR

1.2 (a) (*specify alternative offer to paragraph 1.1 above and include details of the amount offered to be paid, and when the first amount and subsequent amounts are to be paid)*

_____

_____

_____

_____

_____

(b) If any instalment referred to in paragraph 1.2(a) above is not paid on time then the full balance still owing will become immediately payable.

Date: _____

Signature, mark or fingerprint of the person making the offer: _____

NOTE TO THE PERSON MAKING THIS OFFER:

A. This document must be submitted to the Judgment Creditor.

B. The Judgment Creditor will notify you within 5 days whether the offer is accepted or not.

C. If your offer is accepted you must commence payment to the judgment creditor. The judgment creditor may apply to the clerk of the court for the terms of this offer to be made an order of the court.

D. If your offer to pay is made an order of court as per paragraph C and you fail to pay an instalment at the time and in the manner determined by the order of the court, the judgment will be enforceable by execution in the Magistrate's Court having jurisdiction in accordance with the provisions of the Magistrates' Courts

57

Act, 1944 (Act No. 32 of 1944). The judgment creditor may proceed as if the judgment was granted in the Magistrate's Court in his or her favour for the amount mentioned in the affidavit filed in terms of section 41(2) of the Small Claims Courts Act, 1984 (Act No. 61 of 1984).

58

No.10 – Request by judgment creditor in terms of s40 of the Small Claims Courts Act, 1984 (Act No. 61 of 1984).

In the Small Claims Court for the Area of_____

CASE NO.: _____UNIQUE REFERENCE NO.:_____

_____ PLAINTIFF

AND

_____ DEFENDANT

REQUEST BY JUDGMENT CREDITOR IN TERMS OF s40 OF THE SMALL CLAIMS COURTS ACT, 1984 (ACT NO. 61 OF 1984)

1. I,
SURNAME and NAME……(JUDGMENT CREDITOR)
ADDRESS (insert an address: residential; business; postal or e-mail to which the clerk of the court may send confirmation of the granting of the order)
……..……
……..…
…..……
……
Telephone No:……..
Cellular No:……..……
hereby request the clerk of the Small Claims Court to order the judgment debtor to pay in accordance with the offer made on the _____ *(insert date).*

2. The judgment debtor's written offer to pay is attached as Annexure A.

Date:_____

Signature, mark or fingerprint of the judgment creditor: _____

To: The Clerk of the Small Claims Court

_____(*insert area)*

By hand: Received by the Clerk of the Small Claims Court on this _____ day of _____ 20____.

or

Per E-mail: _____

60

No.11 – Application by judgment creditor in terms of s41(2) of the Small Claims Courts Act, 1984 (Act No. 61 of 1984)

In the Small Claims Court for the Area of_____
CASE NO.: _____UNIQUE REFERENCE NO.:_____

_____PLAINTIFF

AND

_____DEFENDANT

APPLICATION BY JUDGMENT CREDITOR IN TERMS OF s41(2) OF THE SMALL CLAIMS COURTS ACT, 1984 (ACT NO. 61 OF 1984)

1. The judgment creditor in the above matter, hereby makes application in terms of section 41(2) of the Small Claims Courts Act, 1984 and requests that the matter be referred to the Clerk of the Magistrates' Court as provided for in section 41(3) of the Small Claims Courts Act, 1984.

2. The affidavit of the judgment creditor appears below:

AFFIDAVIT

1. I, the undersigned

   _____

   (*State full names and surname)*

   Identity or Passport No.:_____ being the plaintiff or defendant in this matter

   Residing at: _____

   Hereby make oath and state or solemnly affirm that:

61

1.1 Judgment for R_____(*insert the amount)* and costs in the amount of R_____ (*delete if not applicable*) was granted on _____ (*insert date*) in the Small Claims Court _____ (*insert area)* against _____

1.2 The following amount or amounts has or have been paid since Judgment:

1.2.1 R_____ paid on _____ (*insert date);*

1.2.2 R_____ paid on _____ (*insert date);*

1.2.3 R_____ paid on _____ (*insert date);* **or**

1.3 No payment has been made *(delete whichever is not applicable)*.

1.4 The amount still owing on the judgment as at the date of my signature below is R_____.

NAME: _____

SIGNATURE:_____

I certify that the deponent has acknowledged that he or she knows and understands the contents of this declaration, which was sworn to/affirmed (delete what is not applicable) and signed before me at_____ (place) on _____(date) under compliance with the rules promulgated in Government Notice R. 1258 dated 21 July 1972 (as amended).

_____

COMMISSIONER OF OATHS

NAME:_____

CAPACITY: _____

ADDRESS: _____

_____

_____

_____

62

To: The Clerk of the Small Claims Court

_____(*insert area)*

By hand: Received by the Clerk of the Small Claims Court on this _____ day of _____ 20____.

or

Per E-mail: _____

63

No. 12 – Notice of review and affidavit in terms of rule 26(3)

IN THE HIGH COURT OF SOUTH AFRICA
(_____DIVISION)

Case No_____/20___

Small Claims Court Case No_____/20___

In the matter between

_____Applicant

and

_____Respondent

NOTICE OF REVIEW

PLEASE TAKE NOTE that the Applicant hereby applies for the review of the proceedings in the matter held in the Small Claims Court _____(*area*) under case number _____. An order is prayed for in the following terms:

1. That the proceedings and judgment granted in the Small Claims Court _____*(area)* under case number _____be set aside;
2. further and/or alternative relief; and
3. costs, if applicable.

TAKE NOTICE FURTHER that the affidavit of the applicant, will be used in support of this application.

AFFIDAVIT IN SUPPORT OF A NOTICE OF REVIEW

1. I, the undersigned

_____

(State full names and surname)

hereby make oath and state or solemnly affirm that:

1.1 I am the applicant in this matter and the Plaintiff or Defendant (*delete whichever is not applicable)* in a matter instituted in the Small Claims Court in _____*(state the area)* under case number _____.

1.2 The respondent in this matter is the Plaintiff or Defendant (*delete whichever is not applicable)* in a matter referred to in paragraph 1.1 above.

1.3 The facts deposed to herein are within my personal knowledge and are to the best of my knowledge and belief true and correct.

2. On the _____(*state date)*, the Small Claims Court in _____ (*area)* under case number _____ granted judgment in favour of the Plaintiff or Defendant (*delete whichever is not applicable)* for:
_____
_____

3. I apply to the above Honourable Court to review the proceedings presided over by Commissioner _____ (*insert name and surname of commissioner)* on the following ground or grounds:

3.1 absence of jurisdiction of the court;

3.2 interest in the cause;

3.3 bias;

3.4 malice;

3.5 commission of an offence referred to in section 46*(b)* of the Small Claims Courts Act, 1984 (Act No. 61 of 1984); or

3.6 gross irregularity with regard to the proceedings

(*delete whichever paragraphs above are not applicable and initial next to the deleted paragraph)*.

4. The grounds, facts and circumstances in support of my application are stated below:

_____
_____
_____
_____
_____
_____
_____
_____
_____

WHEREFORE I pray that the Court grants the order or orders in the Notice of Review.

_____

APPLICANT

I certify that the deponent has acknowledged that he or she knows and understands the contents of this declaration, which was sworn to/affirmed (delete what is not applicable) and signed before me at_____ (place) on _____(date) under compliance with the rules promulgated in Government Notice R. 1258 dated 21 July 1972 (as amended).

_____

COMMISSIONER OF OATHS

NAME_____

CAPACITY _____

ADDRESS _____

_____

The sections below must be completed by the party bringing the review. Once completed the document must be lodged with the clerk of the court where the Small Claims Court proceedings were held. Make sure that you keep a copy of this document for safe-keeping and make sure that the clerk of the court stamps your copy

_____

66

Applicant (party bringing the review, *name and surname if applicable*):_____

Address of Applicant: _____

_____

_____

Your e-mail address *(if you have one)*:_____

Your telephone or cellular number *(if you have one)*: _____

To: The Clerk of the Small Claims Court

_____(*insert area)*

By hand: Received by the Clerk of the Small Claims Court on this _____ day of _____ 20____.

or

Per E-mail: _____

67

No. 13 – Statement by commissioner in terms of rule 26(6)

IN THE HIGH COURT OF SOUTH AFRICA
(_____DIVISION)

Case No_____/20___
Small Claims Court Case No_____/20___

In the matter between

_____ Applicant

and

_____ Respondent

STATEMENT BY COMMISSIONER

1. I, _____ *(full names and surname)* am the commissioner who presided in the matter instituted in the Small Claims Court in _____*(area)* under case number _____.

2. I have read the notice of review and affidavit of the applicant and respond as follows to the allegations made by the applicant:

_____
_____
_____
_____
_____

SIGNED AT _____ ON _____

_____
COMMISSIONER

This statement must be lodged with the clerk of the court where the Small Claims Court proceedings were held.

To: The Clerk of the Small Claims Court

_____(*insert area)*

By hand: Received by the Clerk of the Small Claims Court on this _____ day of _____ 20____.

or

Per E-mail: _____

69

No. 14 – Amendment, variation and addition to notice of review in terms of rule 26(7)

IN THE HIGH COURT OF SOUTH AFRICA
(_____DIVISION)
Case No_____/20___
Small Claims Court Case No_____/20___

In the matter between
_____Applicant
and
_____Respondent

AMENDMENT, VARIATION AND ADDITION TO NOTICE OF REVIEW

1. I, the undersigned
_____
(State full names and surname if applicable)
hereby make oath and state or solemnly affirm that:
1.1 I lodged a notice of review in a matter instituted in the Small Claims Court in _____*(state area)* under case number _____.

1.2 The facts deposed to herein are within my personal knowledge and are to the best of my knowledge and belief true and correct.

2. Arising from the Commissioner's statement I hereby amend, add or vary my notice of review and affidavit as follows (*if you are amending or varying the notice of review and affidavit then list below which paragraphs in the notice of review and affidavit you are amending and state the amended or varied paragraph. If you are adding, just state the information you wish to add)*:
_____
_____

70

_____

_____

WHEREFORE I pray that the Court grants the order/s in the Notice of Review.

_____

APPLICANT

I certify that the deponent has acknowledged that he or she knows and understands the contents of this declaration, which was sworn to/affirmed (delete what is not applicable) and signed before me at_____ (place) on _____(date) under compliance with the rules promulgated in Government Notice R. 1258 dated 21 July 1972 (as amended).

_____

COMMISSIONER OF OATHS

NAME_____

CAPACITY _____

ADDRESS _____

_____

The sections below must be completed by the party bringing the review, once completed the document must be lodged with the clerk of the court where the Small Claims Court proceedings were held. Make sure that you keep a copy of this document for safe-keeping and make sure that the clerk of the court stamps your copy

_____

Applicant (party bringing the review (*name and surname if applicable*)

:_____

Your e-mail address *(if you have one)*:_____

Your telephone or cellular No *(if you have one)*: _____

To: The Clerk of the Small Claims Court _____(*insert area)*

By hand: Received by the Clerk of the Small Claims Court on this _____ day of _____ 20____.

or

Per E-mail: _____

72

No. 15 – Affidavit in terms of rule 26(9)

IN THE HIGH COURT OF SOUTH AFRICA
(_____DIVISION)

Case No_____/20___
Small Claims Court Case: No_____/20___

In the matter between

_____Applicant

and

_____Respondent

AFFIDAVIT

1. I the undersigned,

_____

(State full names and surname), am the commissioner that presided over the matter / the respondent / _____ (*delete whichever is not applicable)* and hereby make oath and state or solemnly affirm that:

2. I intend to oppose the relief sought by the applicant and answer as follows to the allegations made by the applicant:

_____
_____
_____
_____
_____

_____

DEPONENT

I certify that the deponent has acknowledged that he or she knows and understands the contents of this declaration, which was sworn to/affirmed (delete what is not applicable) and signed before me at_____ (place) on _____(date) under

compliance with the rules promulgated in Government Notice R. 1258 dated 21 July 1972 (as amended).

_____

COMMISSIONER OF OATHS

NAME_____

CAPACITY _____

ADDRESS _____

This affidavit must be lodged with the clerk of the court where the Small Claims Court proceedings were held.

To: The Clerk of the Small Claims Court

_____(*insert area)*

By hand: Received by the Clerk of the Small Claims Court on this _____ day of _____ 20____.

or

Per E-mail: _____ ".

74

ANNEXURE 2
COSTS

PART I
Court fees

For a copy of a record made by the clerk of the court-
for every photocopy of an A4 size page or part thereof: R1,00.".

"PART II
Fees and travelling expenses of sheriffs

1. *(a)* For the service of a summons, including the registration of the summons on receipt thereof for service, the journey to and from the place of service of the summons—

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: R45,00;

(ii) within a distance of 12 kilometres but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: R51,00;

(iii) within a distance of 20 kilometres but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: R70,00.

(b) For the attempted service of a summons, including the registration of the summons on receipt thereof for service, the journey to and from the place of attempted service of the summons—

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: R37,50;

(ii) within a distance of 12 kilometres but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: R45,00;

(iii) within a distance of 20 kilometres but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: R63,00

2. *(a)* For the execution of a warrant, including the registration of the warrant on receipt thereof for execution, the journey to and from the place of execution of the warrant—

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: R63,00;

(ii) within a distance of 12 kilometres but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: R70,00;

(iii) within a distance of 20 kilometres but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: R87,50.

(b) For the attempted execution of the warrant, including the registration of the warrant on receipt thereof for execution, the journey to and from the place of attempted execution of the warrant—

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: R52,00;

(ii) within a distance of 12 kilometres but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: R63,00;

(iii) within a distance of 20 kilometres but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: R79,50.

(c) Where the warrant is one for ejectment, a further fee of R25,50 shall be paid after the execution thereof for each person over and above the person named or referred to in the warrant of ejectment in fact ejected from separate premises: Provided that where service on any person other than the judgment debtor is necessary in order to complete the execution, the fees mentioned in item 1*(a)* may be charged for each such service.

3. *(a)* The sheriff shall, in addition to the fees mentioned in items 1*(a)*, 1(b), 2(a) and 2(b) but subject to paragraph (b) and (c), be allowed a travelling allowance of R6,00 per kilometre, or part thereof, for the shortest possible forward and return journey from the office of the sheriff to the place of service or execution and back.

(b) The travelling allowance mentioned in items 3 and 4 shall be calculated on the distance reckoned from the office of the sheriff if—

(i) the sheriff's office is situated within the area of jurisdiction allocated to the sheriff by the Minister; and

(ii) the distance from the sheriff's office is less than the distance reckoned from the court-house closest to the address for service.

(c) If the requirement in item 3*(b)* is not met, then the travelling allowance mentioned in items 3*(a)* and 4*(a)* shall be calculated on the distance reckoned from the court-house closest to the address for service.

4. *(a)* In respect of the discharge of any official duty other than those mentioned in items 1 and 2, but subject to item 3*(b)* and *(c)*, a travelling allowance of R6,00 per kilometre, or part thereof, shall be payable to the sheriff for going and returning.

(b) A travelling allowance shall include all the expenses incurred in travelling, including train fares.

(c) A travelling allowance shall be calculated in respect of each separate service, except that—

(i) where more services than one can be done on the same journey, the distance from the sheriff's office to the first place of service may be taken into account only once, and shall be apportioned equally to the respective services, and the distance from the first place of service to the remaining places of service shall similarly be apportioned equally to the remaining services; and

(ii) where service of the same process has to be effected by a sheriff on more than one person at the same service address, only one charge for travelling shall be allowed.

5. For the ejectment of a defendant from the premises mentioned in the warrant of ejectment: R22,50 for the first 30 minutes and thereafter R67,50 per hour or part thereof.

6. In addition to the fees prescribed, the sheriff shall be entitled to charge the amount paid by him or her for telephone calls.

7. For the writing of a necessary letter, facsimile or electronic mail, excluding formal letters accompanying process or returns to an interested party in the matter: R11,00.

8. For the copying of the necessary documents relevant to a process handled by the sheriff: R5,00 per A4 size copy.

9. If it is necessary for the sheriff to return to the mandator a process received by him or her for service or execution because—

(a) the address of service which appears on the process does not fall within his or her jurisdiction;

(b) the mandator requests, before an attempted service or execution of the process, that it be returned to him or her: an amount of R11,00.

10. *(a)* Sending and receiving of each necessary facsimile or electronic mail: R6,50.

(b) In addition to the fees prescribed, the sheriff shall be entitled to the amount actually disbursed for postage, transmission of facsimiles and sending of electronic communications."

78

ISAZISO SIKAHULUMENI

Inombolo R.....2022

UMNYANGO WEZOBULUNGISWA NOKUTHUTHUKISWA KOMTHETHOSISEKELO

IMITHETHO ELAWULA IZINDABA MAYELANA NENKANTOLO YEZIKHALO EZINCANE

Ibhodi Lemithetho Yezinkantolo Zomthetho, ngaphansi kwesigaba sesi-6 soMthetho Webhodi Lemithetho Yezinkantolo Zomthetho, we-1985 (uMthetho 107 we-1985), ufundwe nesigaba sama-25 soMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984), ngemvume kaNgqongqoshe Wezobulungiswa Nezokuhlunyeleliswa Kwezimilo, lenza imithetho kwiShejuli.

ISHEJULI

“OKUQUKETHWE

Inombolo yomthetho. Incazelo

1. Izincazelo

2. Ibhodi Lokweluleka

3. Imisebenzi kamabhalane wenkantolo

4. Imisebenzi yomsizi wezomthetho

5. Otolika

6. Izifungo zofakazi

7. Okuqukethwe incwadi yokuxazulula

8. Amasamanisi

9. Ukuchitshiyelwa kwemibhalo

10. Izicelo

11. Ukuhanjiswa kwamasamanisi

12. Ukuhanjiswa kwamasamanisi ngummangali

13. Isevisi yenqubo ngosherifu

14. Isitatimende esibhaliwe sokuzivikela

15. Isimangalo esiphikisayo

16. Ukulalelwa kwecala

17. Imvume yokwahlulela

18. Isithembiso semali ezokhokhwa uhlangothi olulahlwe icala ngemuva kwesivumelwano ngokwesigaba sama-40 soMthetho

19. Ukuqalisa ngemuva kokungakhokhelwa kwesahlulelo ngokwesigaba sama-41(2) soMthetho

20. Inqubo yokuqalisa

21. Ukumelwa kwabathintekayo

22. Ukungathobeli imithetho, okuhlanganisa imikhawulo yesikhathi namaphutha

23. Izindleko

24. Izimali zikasherifu

25. Izinyathelo ezithathelwe abathintekayo, umuntu oqhuba ibhizinisi ngegama noma isitayela ngegama okungesilo elakhe, isindikhethi noma inhlangano.

26. Izibuyekezo

Izincazelo

2. kule mithetho nakumafomu athasiselwe, noma iliphi igama umthetho olinikeze incazelo, leyo ncazelo ayishintshi ngaphandle uma kushintsha isimo igama elisetshenziswa kusona; futhi —

"**lahla**" kusho ukuyeka ingxenye yesimangalo noma isimangalo esiphikisayo ukuze kulethwe isimangalo endaweni yokulawula yeNkantolo Yezimangalo Ezincane futhi "ukushiya" kunencazelo efanayo;

"**incwadi efungelwe**" kushiwo isitatimende esibhalwe phansi esenziwe ngokuzithandela ngaphansi kwesifungo noma phambi kukakhomishani wezifungo;

"**isicelo**" kushiwo ukufaka isicelo enkantolo ngomlomo noma ngokubhala phansi ukuze uthole ukukhululwa ngokoMthetho;

"**umabhalane wenkantolo**" kushiwo umabhalane wenkantolo oqokwe ngaphansi kwesigaba se-11 soMthetho futhi kubandakanya nomsizi kamabhalane wenkantolo oqokiwe;

"isimangalo esiphikisayo" sichaza isimangalo ummangalelwa anaso kummangali kungakhathalekile ukuthi ummangali unesizathu sokuthatha isinyathelo;

"ummangalelwa" kushiwo umuntu omangalelwayo;

"ukulethwa" (ngaphandle kwemithetho yesi-7 nowe-13) kusho ukunikeza ikhophi yombhalo kuhlangothi oluphikisayo ngokuyithumela ngesandla noma nge-imeyili nokuyithumela kumabhalane wenkantolo futhi "okulethiwe" kanye "okuhanjisiwe" kanye "kuyalethwa" kunencazelo ehambisanayo;

"imibhalo" ihlanganisa kodwa ayigcini nje encwadini, ukubhala, ukuqoshwa kwekhasethi, ividiyo, isithombe, ukurekhodwa ngogesi noma umlayezo wedatha;

"***ikheli lendawo yokuhlala***" kushiwo ikheli elikhethwe umuntu, ngokubhalwe phansi, lapho izaziso zomthetho noma inqubo ingase ithunyelwe noma ihanjiswe khona, futhi "*indawo yokuhlala*" kanye "*nekheli le ndawo yokuhlala*" kunencazelo efanayo;

"ngokuhlangene nangokuhlukene" kusho lapho kunabantu ababili noma ngaphezulu abanesibopho sesikweletu, umuntu ngamunye angaba nesibopho sengxenye yesabelo sesikweletu noma yonke leyo mali;

"ibhizinisi elisemthethweni" lichaza inhlangano, ibhizinisi elihlanganiselwe, inhlangano, inkampani, inkampani ezimele, ithrasti, isitokfela nanoma iyiphi enye inhlangano okungeyena umuntu ngokujwayelekile;

"ukufaka" kusho ukuhambisa, ukuhlinzeka, noma ukufaka imibhalo kuMabhalane Wenkantolo ngesandla noma ngendlela yagesi futhi "okufakwayo" kunencazelo efanayo nokufaka;

"ummangali" kushiwo umuntu owenza isimangalo;

"impahla" ihlanganisa yonke into ephilayo noma engaphili, ebambekayo noma engabambeki, enyakazisekayo noma enganyakaziseki, ekwazi ukuba ngaphansi kobunikazi;

"ukwehliselwa" kusho ukubanjwa kwemali esimangalweni noma kwisimangalo esiphikisayo kwinani elivunywe uhlangothi, okufanele likhokhele olunye uhlangothi oluthintekayo;

"**ukusayina**" kusho ukunamathisela noma ukufaka isiginesha okuhlanganisa nesiginesha ye-elekthronikhi enamanishela noma igama lomuntu osayinayo, kunoma iyiphi ifonti, isitayela noma usayizi okuhloswe ngumuntu ukuthi asayine futhi kubandakanya nesiginesha ye-elekthronikhi ethuthukisiwe njengoba kuhlinzekiwe kwi-*Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002)* futhi "kusayiniwe" kanye "nesiginesha" kunencazelo efanayo; futhi

"uMthetho" kushiwo uMthetho Wezimangalo Ezincane, we-1984 (uMthetho 61 we-1984).

Ibhodi Lokweluleka

2. (1) *(a)* UNgqongqoshe angasungula ibhodi elilodwa noma ngaphezulu njengoba kuhlongozwe esigabeni sama-25(1)*(d)* soMthetho futhi angaqoka amalungu amaningi kulelo bhodi noma amabhodi ngendela abona kufanele ngayo.

(b) Ilungu lalelo bhodi liyobamba isikhundla ngokwesikhathi esinqunywe uNgqongqoshe, futhi noma yikuphi ukuqokwa okunjalo uNgqongqoshe angakumisa noma inini uma kunezizathu ezizwakalayo zokwenza lokho.

(c) UNgqongqoshe uzoqoka usihlalo kanye nosekela-sihlalo webhodi elishiwo.

(d) Uma usihlalo kanye nosekela-sihlalo bengekho, usihlalo uyoqokwa ngamalungu akhona uma ekhothelwe, kube u-50% wamalungu eBhodi.

(2) UNgqongqoshe angalihlakaza ibhodi noma ngasiphi isikhathi.

(3) Ibhodi kumele leluleke uNgqongqoshe mayelana nalokhu —

(a) ukuqashwa kwabantu abafanelekile njengokhomishana, uma kungummeli omkhulu noma ummeli omncane, ngemva kokubonisana noMkhandlu Wokusebenza Kwezomthetho;

(b) ukuqashwa kanye nokusetshenziswa kwabantu njengokhomishana, omabhalane, abasizi bomabhalane, otolika, abasizi bezomthetho kanye nabanye abantu ngendlela okungadingeka ngayo;

(c) indawo efanelekile yenkantolo kanye nehhovisi;

(d) izikhathi zokubamba inkantolo; futhi

(e) nanoma yiluphi olunye udaba olungadingeka ukuze inkantolo isebenze ngendlela.

Imisebenzi kamabhalane wenkantolo

3. (1) Noma yiliphi iqembu eliqala ukuqulwa kwamacala kumele liye kumabhalane wenkantolo ukuze likhiphe amasamanisi.

(3) Umabhalane wenkantolo—

(a) kumele asayine, akhiphe usuku futhi akhiphe inqubo yokuqulwa kwecala;

(b) kufanele inikeze inombolo yecala elandelanayo yonyaka kanye nenombolo yereferensi eyingqayizivele kumasamanisi futhi irekhode icala kanye nezinombolo zereferensi eziyingqayizivele kumqulu;

(c) kufanele aqinisekise ukuthi yonke imibhalo efakwe kamuva maqondana necala eliqulwayo ibhalwa inombolo yecala efanayo;

(d) angacela uhlangothi ukuthi lulungise noma yiliphi iphutha lelungelo lobunikazi noma iphutha kunoma iyiphi idokhumenti efakiwe futhi engasiza uhlangothi uma kunesidingo; futhi

(e) kufanele agcwalise ngaphansi kwenombolo yecala, noma iyiphi inqubo yenkantolo nanoma iyiphi inqubo ehanjiswe enkantolo odabeni futhi kufanele enze noma yimiphi imisebenzi elekelelayo njengoba ingayalwa ngukhomishana ukuze kufezeke isiphetho sodaba.

(3) Ukhomishani angenza noma yimuphi umsebenzi kamabhalane wenkantolo noma asayine noma iyiphi inqubo ebekwe kule mithetho ngaphandle kokuthi ukhomishana angeke alungisele noma yisiphi isitatimende noma inqubo yanoma yiluphi uhlangothi.

Imisebenzi yomsizi wezomthetho

4. (1) Umsizi wezomthetho kufanele asize noma yimuphi umuntu ocela —

(a) iseluleko mayelana nanoma yisiphi isenzo esiwela ngaphansi kwamandla enkantolo;

(b) usizo ngokubhalwa kwenqubo yenkantolo; futhi

(c) iseluleko mayelana nentela enqunyiwe yosherifu nokuthi bangasifaka kuphi isikhalazo sokukhokhiswa ngokweqile.

(2) Noma yisiphi isenzo esizokwenziwa umsizi wezomthetho ngokwale mithetho singenziwa umabhalane wenkantolo.

Otolika

5. (1) Bonke otolika abatolika ubufakazi kunoma yiluphi ulimi inkantolo noma uhlangothi noma umkhulumeli walo abangalukhulumi ngokwanele, kumele ngabe bafungiswe ukutolika eNkantolo Ephakeme noma Ezinkantolo Zezimantshi noma lapho bengafungiswanga, bafungiswe ngokusho lokhu okulandelayo phambi kukakhomishani:

"Mina,…….. (igama eligcwele), ngiyafunga noma ngiyaqinisekisa ukuthi noma nini lapho ngicelwa ukuba ngitolike kunoma ikuphi ukuqulwa kwecala kunoma iyiphi iNkantolo Yezimangalo Ezincane, ngizotolika ngokweqiniso nangokufanele ngawo wonke amandla ami ngisuka kolunye ulimi ngiyise olimini icala eliqulwa ngalo, kanjalo kanjalo nasekusukeni kulona ngiya kolunye."

(2) Leso sifungo noma isiqinisekiso siyothathwa noma senziwe futhi siphathwe ngendlela enqunyelwe ukwenza isifungo noma ukwenza isiqiniseko.

88

Izifungo Zofakazi

6. (1) *(a)* Isifungo ngokwesigaba sama-28 soMthetho siyophathwa ngale ndlela elandelayo:

" Ngiyafunga ukuthi ubufakazi engizobunikeza buyoba iqiniso, iqiniso lonke futhi akukho lutho ngaphandle kweqiniso, ngakho-ke ngisize Nkulunkulu."

(b) Noma yimuphi umuntu okufanele afunge futhi owazisa ukhomishana ukuthi—

(i) uyanqaba ukwenza isifungo; noma

(ii) Ongathathi isifungo njengento emubophayo kunembeza wakhe; uyokwenza isiqiniseko ngala mazwi alandelayo ngokuyalelwa ngukhomishani: "Ngiyaqinisekisa ukuthi ubufakazi engizobunikeza, buyoba iqiniso, iqiniso eliphelele futhi akukho okunye ngaphandle kweqiniso."

(2) Isifungo nokuqinisekisa kuzoba nomphumela ofanayo wezomthetho.

Okuqukethwe incwadi yokuxazulula

7. (1) Incwadi yokuxazulula okukhulunywe ngayo esigabeni sama-29(1) soMthetho kufanele ibeke amaqiniso isicelo esimi ngawo, usuku okwavela

ngalo isicelo kanye nenani noma ukukhululwa okufunwayo futhi kufanele kuhambisane kakhulu neFomu 4 lesiThasiselo 1.

(2) Ummangali kufanele aqinisekise ngencwadi efungelwe noma ngeposi elibhalisiwe ukuthi incwadi yesikhalo/yokuxazulula esishiwo esigabeni sama-29(1) soMthetho ihanjiswe kummangalelwa.

(3) Ummangali angasebenzisa Ifomu lesi-5 kuSithasiselo 1 ngencwadi efungelwe okukhulunywe ngayo esigatshaneni somthetho sesi-(2).

Amasamanisi

8. (1) Amasamanisi kufanele—

(a) ahambisane kakhulu neFomu 1 leSithasiselo 1 futhi ahlanganisa—

(i) uhlobo lokuvuma ukwahlulela; futhi

(ii) isaziso esidonsela ummangalelwa ukunaka ezinhlinzekweni zezigaba 29(3), 35, 38, 39, 40 kanye nesama-43 zoMthetho;

(b) aqukathe imininingwane yesimangalo futhi abeke—

(i) usuku okwavela ngalo isimangalo;

(ii) uhlobo lwesimangalo;

(iii) inani lesimangalo;

(iv) usizo noma umphumela ofunwa enkantolo;

(v) noma yikuphi ukulahlwa kwengxenye yesimangalo ngaphansi kwesigaba se-18 soMthetho kanye nanoma yikuphi ukuchithwa ngaphansi kwesigaba se-19 soMthetho; futhi

(vi) imininingwane kanye nosizo olufunwayo mayelana nesimangalo ngasinye ngokwehlukana lapho amasamanisi equkethe isimangalo esingaphezu kwesisodwa.

(c) asayinwe ngummangali;

(d) asho ikheli lasekhaya noma lebhizinisi lommangali bese kushiwo nekheli le-imeyili, inombolo yocingo kanye nenombolo yeselula uma kukhona;

(e) asho isibongo namagama okuqala noma amanishela ommangalelwa ummangalelwa aziwa ngawo ummangali, ikheli lasekhaya lommangalelwa noma indawo yebhizinisi bese kushiwo nekheli le-imeyili, inombolo yocingo kanye nenombolo yeselula uma kukhona. Esimweni somuntu womthetho, ibhizinisi elihlanganiselwe, iklabhu, inhlangano, ibhizinisi, isonto noma inhlangano izobizwa ngegama eyaziwa ngalo ummangali; futhi

(f) asayinwe umabhalane wenkantolo futhi abe nosuku awakhiphe ngalo futhi ibonise inombolo yecala kanye nenombolo yereferensi eyingqayizivele.

(2) Ikheli lendawo yokuhlala, lebhizinisi noma le-imeyili, elihlinzekwe kusigatshana somthetho soku-(1)(d), lingasetshenziselwa ukunikeza imibhalo kummangali.

(3) Amasamanisi kufanele anikezwe ummangalelwa zingakapheli izinsuku eziyi-10 ngaphambi kosuku lokulalelwa kwecala. Ikhophi yeFomu 7 lesiThasiselo A kufanele inanyathiselwe kumasamanisi ihanjiswe nawo kummangalelwa namasamanisi.

(4) Amadokhumenti afakiwe angeke enziwe angasebenzi ngokungahambisani nanoma yiziphi izidingo futhi angalungiswa ukhomishani ngokubona kwakhe ngaphandle uma elinye iqembu libandlululwa.

Ukuchitshiyelwa kwemibhalo

9. (1) Ngokuya ngokwezihlinzeko zalo mthetho, amasamanisi angachitshiyelwa ngummangali ngaphambi kokuhanjiswa.

(2) Noma yikuphi ukuguqulwa noma ukuchitshiyelwa kwamasamanisi ngaphambi noma ngemva kokukhishwa kodwa ngaphambi kokuba ahanjiswe, kufanele ummangali kanye nomabhalane wenkantolo bafake amanishela abo kumasamanisi okuqala, uma bengakakwenzi lokho, lezo zingququko nezichibiyelo azisebenzi.

(3) Noma yikuphi ukuguqulwa noma ukuchitshiyelwa kwamasamanisi ngemva kwesevisi kufanele kwenziwe ngokomthetho we-10.

(4) Noma yimiphi imibhalo ingachitshiyelwa ngemuva kwesevisi, ichitshiyelwa ukhomishana ngokuthanda kwakhe noma ngokucelwa yiqembu

elifanele ngemuva kokucutshungulwa ngukhomishani nganoma yikuphi ukubandlulula okungaba khona kunoma iyiphi enye inhlangano.

Izicelo

10. (1) Noma yisiphi isicelo esidingekayo ngokoMthetho noma le mithetho singenziwa ngomlomo noma ngokubhaliwe.

(2) Uma isicelo senziwe ngokubhaliwe kufanele sihambisane kakhulu neFomu 8 lesiThasiselo 1.

Ukuhanjiswa kwamasamanisi

11. Amasamanisi anganikezwa ummangalelwa—

(a) enikwa ummangali noma umkhulumeli ogunyaziwe wommangali, ngokomthetho we-12; noma

(b) enikwa usherifu ngokomthetho we-13.

Ukunikezwa kwamasamanisi ngummangali noma umkhulumeli ogunyaziwe wommangali ngokuletha ngesandla kummangalelwa

93

12. (1) Lapho amasamanisi elethwa ngesandla elethwa ummangali noma umkhulumeli wakhe ogunyaziwe , ummangali noma umkhulumeli ogunyaziwe wommangali kufanele —

(a) enze amakhophi amaningi amasamanisi ngokobuningi babamangalelwa okufanele banikezwe;

(b) anikeze ummangalelwa ikhophi yamasamanisi mathupha;

(c) lapho eceliwe, abonise ikhophi yokuqala noma efungelwe yamasamanisi kummangalelwa; futhi

(d) emva kokuhanjiswa kummangalelwa, faka ngokushesha kunobhala wenkantolo amasamanisi okuqala kanye nobufakazi bokuhanjiswa kwawo.

(2) Ubufakazi bokuhanjiswa kwamasamanisi kummangalelwa kufanele buhambisane kakhulu neFomu 6 kuSithasiselo 1.

(3) Lapho ummangalelwa egcina indawo yakhe yokuhlala noma yebhizinisi ivaliwe noma evimbela ummangali ukuthi anikeze amasamanisi, ummangali angabiza usherifu ukuba kube nguye oletha amasamanisi, kuye ngokuhambisana nesigatshana somthetho se-13(1)*(a)* kanye *(b).*

Isevisi yenqubo ngoSherifu

13. (1) Lapho amasamanisi, incwadi egunyaza ukuqalisa nanoma iyiphi enye inqubo ilethwa kusherifu ukuze ahlinzeke ummangalelwa, usherifu —

(a) uzophoqeleka kuphela ukuthi enze umsebenzi uma iqembu elidinga loyo msebenzi selikhokhe izimali zikasherifu ngaphambili;

(b) kufanele anikezwe amasamanisi okuqala noma afungelwe, incwadi yemvume yokuqala nanoma iyiphi enye inqubo kanye namakhophi amaningi ale mibhalo njengoba kukhona abamangalelwa okufanele banikezwe;

(c) kufanele akhiphe amasamanisi noma akhiphe incwadi egunyaza ukuqalisa kanye nanoma iyiphi enye inqubo yenkantolo ngaphandle kokubambezeleka okungenakugwemeka, uma isigaba (a) kanye no (b) sezithotshelwe;

(d) kumele, lapho eceliwe, aveze amasamanisi okuqala noma ikhophi efungelwe yamasamanisi, incwadi egunyaza ukuqalisa noma inqubo kumuntu okufanele anikezwe futhi anikeze lowo muntu ikhophi yawo;

(e) kumele azise umabhalane wenkantolo kanye nommangali kumasamanisi, kwincwadi egunyaza ukuqalisa nakunoma iyiphi enye inqubo ebhalwe phansi okwenziwe kuyo isevisi noma ukuqalisa ngendlela efanele, isho usuku, indlela yokusebenza noma ukuqalisa futhi anike ubufakazi benqubo inqubo eshiwo kumabhalane. inkantolo;

(f) kumele azise ummangali kumasamanisi, incwadi egunyaza ukuqalisa nanoma iyiphi enye inqubo ngokubhala ukuthi isevisi noma ukuqalisa akukwazanga ukwenziwa, isizathu sokuthi isevisi noma ukuqalisa kungenziwanga futhi abuyisele inqubo eshiwo kulolo hlangothi futhi agcine irekhodi lanoma iyiphi inqubo ebuyisiwe;

(g) kumele emva kwesevisi noma ukuzama ukusebenza kwanoma iyiphi inqubo, acacise inani lezindleko zakhe ngayinye ngokwehlukana kanye nesamba sakhona kumbhalo wokuqala kanye nawo wonke amakhophi akhe obufakazi besevisi;

(h) ngesevisi eyenziwe ngokwesigatshana somthetho wesi-(2)(b) kuya ku-(i), akhombise kubufakazi benqubo igama lomuntu ehanjiswe kuye kanye nokuthi lowo muntu uhlobene kanjani nalowo muntu, inkampani, inkampani enkulu, inhlangano yamabhizinisi noma isikhungo esithintwe yinqubo: Kuncike ekutheni noma nini lapho inkantolo ingagculisekile ngokusebenza ngempumelelo kwesevisi, ingayalela ukuba kuthathwe ezinye izinyathelo ngendlela ebona kufanele ngayo; futhi

(i) Kunoma yikuphi lapho ukuhlinzekwa kwesevisi noma ukuqaliswa kwanoma iyiphi inqubo yenkantolo sekuhlanganiwe nayo noma kulindeleke ukuba kuhlangatshezwane nayo ngokuphikiswa, unamandla okubiza noma yiliphi ilungu loPhiko njengoba kuchazwe esigabeni soku-1 soMthetho Wombutho Wamaphoyisa aseNingizimu Afriika, we-1995 (uMthetho 68 we-1995), ukuze unikeze usizo kusherifu.

(2) Yonke inqubo edingekayo ukuthi ihlinzekwe kunoma yimuphi umuntu ingahlinzekwa nganoma iyiphi indlela kulezi ezilandelayo:

(a) Ngokunikeza umuntu ikhophi yenqubo;

(b) ngokushiya ikhophi yenqubo endaweni lapho ehlala khona lowo muntu noma ebhizinisini lakhe kunoma yimuphi omunye umuntu oneminyaka engu-16 ubudala futhi ophethe izakhiwo ngaleso sikhathi: Kuncike ekutheni ngenjongo yalesi sigaba, uma esakhiweni kuhlala abantu abangaphezu koyedwa noma umndeni, "indawo yokuhlala" kusho leyo ngxenye yesakhiwo okuhlala kuyo ummangalelwa;

(c) ngokushiya ikhophi yenqubo emsebenzini walowo muntu, kunoma yimuphi umuntu oneminyaka engu-16 ubudala futhi onegunya noma ophethe emsebenzini walowo muntu;

(d) uma umuntu ozohlinzekwa ekhethe ikheli lendawo yokuhlala, ngokuhambisa ikhophi yenqubo kuleyo ndawo yokuhlala ayikhethile: Kuncike ekutheni usherifu uzoveza kubufakazi besevisi imininingwane yendlela kanye nezimo leyo sevisi eyenziwe ngaphansi kwazo;

(e) esimeni senkampani noma senhlangano yezinkampani, ngokunikeza ikhophi yenqubo kwisisebenzi esiqotho senkampani noma senhlangano yezinkampani ehhovisi layo elibhalisiwe noma endaweni yayo eyinhloko yebhizinisi ngaphakathi kweRiphabhulikhi, noma indawo yayo eyinhloko yebhizinisi ngaphakathi kwesifunda sikamantshi lapho ingxabano eyaqala khona noma ngokunamathisela ikhophi yombhalo emnyango omkhulu

wehhovisi noma wendawo yebhizinisi, uma kuwukuthi asikho isisebenzi esizimisele ukwamukela isevisi,;

(f) esimeni sebhizinisi elihlanganiselwe, ifemu noma inhlangano, ngokunikeza ikhophi yombhalo kumuntu okusobala ukuthi ngesikhathi sevisi uyena ophethe izakhiwo futhi okungenani oneminyaka engu-16 ubudala, endaweni yebhizinisi yalelo bhizinisi elihlanganiselwe, ifemu noma inhlangano noma, uma lelo bhizinisi elihlanganiselwe, ifemu noma inhlangano ingenayo indawo yebhizinisi, ngokunikeza ikhophi yombhalo kumhlanganyeli, umnikazi wefemu noma usihlalo noma unobhala wenhlangano elawulayo noma enye inhlangano elawulayo yaloko kuhlangana, ngendlela okungaba ngayo;

(g) endabeni yabantu ababili noma ngaphezulu abamangalelwe esikhundleni sabo njengabaphatheli bempahla ecwile ezikweletini, abadayisi benkampani, amafa, abagcini noma ababheki, ngokuletha kunoma yimuphi omunye wabo nganoma iyiphi indlela ebekwe kulo mthetho;

(h) uma kuyiqembu, inkampani engahlanganisiwe, iklabhu, umphakathi noma isonto, ngokulethwa ehhovisi lendawo noma endaweni yebhizinisi lalowo mgwamanda noma, uma lungekho olunjalo, ngokunika usihlalo noma unobhala noma isikhulu esifanayo kunoma iyiphi indlela ebekiwe kulo mthetho;

(i) ngokunikeza ikhophi yombhalo kunoma yimuphi umkhulumeli ogunyazwe ngokubhaliwe ukuthi amukele isevisi egameni lomuntu; noma

(j) noma ngayiphi indlela noma indlela yokuhlinzeka isevisi ngendlela engayalwa inkantolo, kubandakanya, lapho kufanele khona isevisi ngeposi elibhalisiwe, nge-imeyili noma nganoma iyiphi enye indlela ye-inthanethi.

(3) Lapho abantu ababili noma ngaphezulu bezohlinzekwa ngenqubo efanayo, isevisi izokwenziwa kumuntu ngamunye, ngaphandle uma labo bantu kuyilabo abashiwo kusigatshana somthetho (2)*(f)*,*(g)* no- *(h)*.

(4) Lapho umuntu ozohlinzekwa egcina indawo yakhe yokuhlala noma indawo yebhizinisi ivaliwe futhi ngaleyo ndlela evimbela usherifu ukuba alethe inqubo, kuyoba isevisi eyanele ukunamathisela ikhophi yakho emnyango ongaphandle noma omkhulu waleyo ndawo yokuhlala noma yebhizinisi.

(5) Lapho usherifu emva kokusesha ngokucophelela, engakwazi ukuthola endaweni yokuhlala noma indawo yokuhlala yomuntu ozohlinzekwa isevisi, kungaba yilowo muntu noma umuntu okukhulunywe ngaye kwisigatshana somthetho sesi- (2)*(b)* noma, esimweni senkampani noma Inhlangano yezinkampani okukhulunywe ngayo kwisigatshana somthetho sesi-(2)*(e)*, isisebenzi esiqotho, kuyoba isevisi eyanele ukunamathisela ikhophi yenqubo emnyango ongaphandle noma omkhulu waleyo ndawo yokuhlala, ihhovisi lendawo noma indawo yebhizinisi eyinhloko noma ukushiya ikhophi yenqubo endaweni yokuhlala.

(6) Uma usherifu ethola ukuthi umuntu okumele kwenziwe kuye isevisi usenekheli elisha lendawo yokuhlala noma lebhizinisi, usherifu uzohambisa inqubo kumuntu kulelo kheli elisha: Kuncike ekutheni ikheli lingaphakathi kwendawo lapho usherifu eqokwe ukusebenza kuyo, ngaphandle kokubuyisela amaphepha enkantolo ukuba achitshiyelwe.

(7) Lapho ukukhululwa okufunwayo kunoma yisiphi isenzo kukhawulelwe kumyalelo wokukhishwa ezakhiweni ezithile noma kumhlaba othile noma isinqumo sokukhokhwa kwerenti kanye nezindleko zalezo zinqubo, futhi kungenakwenzeka ukwenza isevisi ngendlela ebekwe esigatshaneni somthetho sesi-(2), ukuhlinzekwa kwenqubo kungenziwa ngokunamathisela ikhophi yakho emnyango ongaphandle noma omkhulu walezo zakhiwo noma kwenye ingxenye egqamile yezakhiwo noma umhlaba maqondana nendlela ehlinzekwa ngayo.

Isitatimende esibhaliwe sokuzivikela

14. (1) Lapho ummangalelwa efisa ukufaka isitatimende esibhaliwe sokuzivikela kufanele leso sitatimende—

(a) sibeke uhlobo lokuzivikela kanye nezizathu zako;

(b) isayinwe ngummangalelwa noma umkhulumeli wakhe ogunyaziwe; futhi

(c) sifakwe kunobhala wenkantolo.

(2) Ngokwezinjongo zalo mthetho "ummangalelwa" uhlanganisa nanoma yimuphi umuntu onikezwe amasamanisi futhi osola ukuthi akayena ummangalelwa obhalwe kumasamanisi futhi ovela enkantolo ukuze aziphendulele ngaleso sizathu.

(3) Ifomu 7 eSithasiselweni 1 lingase lisetshenziswe esitatimendeni esibhaliwe sokuzivikela kanye nesimangalo esiphikisayo.

(4) *(a)* Uma isitatimende esibhaliwe sokuzivikela sihlanganisa nesimangalo esiphikisayo, isitatimende kufanele sinikezwe ngendlela efanayo ebekwe emthethweni we-12 nowe-13 wokunikeza amasamanisi.

(b) Isitatimende esibhaliwe sokuzivikela kufanele sifakwe kunobhala wenkantolo ngemva kokwenza isevisi kummangali.

(5) Umabhalane wenkantolo kumele alethe isitatimende esibhaliwe sokuzivikela kummangali.

Isimangalo esiphikisayo

15. (1) Isimangalo esiphikisayo singenziwa ngomlomo noma ngokubhaliwe

(2) Uma isimangalo esiphikisayo senziwe ngokubhalwa—

(a) kuyokwenziwa ngokusho esitatimendeni esibhaliwe sokuzivikela, imininingwane yesimangalo esiphikisayo njengoba kudingeka ngokomthetho wesi-8 mayelana nesimangalo futhi Ifomu 7 elikwiSithasiselo 1 lingasetshenziswa ukuphikisa isimangalo

(b) leso simangalo esiphikisayo esifakwe esitatimendeni sokuzivikela, kufanele sinikezwe ngokomthetho we-12 noma we-13; futhi

(c) isicelo esiphikisayo kufanele sifakwe kunobhala wenkantolo ngemva kokwenza isevisi kummangali.

(3) Lapho kuphakama isimangalo esiphikisayo ekulalelweni kodaba, kungaba ngomlomo noma ngokubhaliwe ukhomishani—

(a) angaqhubeka nodaba lapho kungeke kube khona ukubandlulula noma yiluphi uhlangothi; noma

(b) kuhlehliswa ukulalelwa kodaba ukuze kunikezwe uhlangothi ithuba lokubhekana nanoma yikuphi ukubandlululeka olubhekane nalo.

Ukulalelwa kodaba

16. (1) *(a)* Abathintekayo kumele bavele nawo wonke amaphepha afanelekile ngosuku nangesikhathi sokulalelwa kodaba.

(b) Abathintekayo bangavela mathupha noma ngendlela yokulalelwa noma ngendlela elalelwayo ehambisana nokubukwa.

(c) Noma yimuphi umuntu angase avele ngezindlela ezilalelwayo noma ezilalelwayo nezibukwayo kuphela ngemva kokuba isicelo senziwe enkantolo okungenani ezinsukwini ezi-3 ngaphambi kosuku lokuqulwa kwecala futhi unikeziwe umyalelo ovumela lokho kuvela.

(2) Ummangali kumele anikeze inkantolo ubufakazi bokuthi unikeziwe ummangalelwa amasamanisi.

(3) Ummangali kanye nommangalelwa kumele baqinisekise ukuthi noma yimuphi ufakazi noma ofakazi abeseka isimangalo sakhe noma ukuzivikela banikeza ubufakazi mathupha noma ngezindlela ezilalelwayo noma ezilalelwayo ziphinde zibukwe.

Imvume yokwahlulela

17. (1) Ummangalelwa oye wathi emva kwamasamanisi wavuma icala futhi wavuma isahlulelo ngokubhala kufanele—

(a) asayine ifomu lemvume egunyaziwe kumasamanisi okuqala; noma

(b) asayine ifomu lemvume kwikhophi yamasamanisi bese elifaka kunobhala wenkantolo.

(2) Uma imvume yommangalelwa esahlulelweni ingaphansi kwenani elifunwa kumasamanisi, usangafaka isitatimende esibhaliwe sokuzivikela mayelana nebhalansi yaleyo mali. Naphezu kwesinqumo kuleyo mvume, isinqumo singaqhubeka maqondana naleyo bhalansi.

(3) Inkantolo ingakhipha isahlulelo kunoma iyiphi imvume esayinwe ngummangalelwa.

Isithembiso semali ezokhokhwa uhlangothi olulahlwe icala ngemuva kwesivumelwano ngokwesigaba sama-40 soMthetho

18. (1) *(a)* Uhlangothi olulahlwe icala phakathi kwezinsuku eziyi-10 zokukhishwa kwesinqumo sokukhokhwa kwemali lungenza isithembiso sokukhokha inhlawulo kanye nezindleko ngezitolimende ohlangothini elilukweletayo.

(b) Ifomu 9 leSithasiselo 1 seMithetho lingasetshenziselwa isithembiso esigatsheneni somthetho woku-(1)*(a).*

(c) Uhlangothi olukweletwayo kufanele lwazise uhlangothi olulahlwe icala ngesinqumo phakathi kwezinsuku ezingu-5 ukuthi inhlawulo ephakanyiswayo yamukelwe noma cha.

(d) Ngemva kokwamukela kwenhlawulo ephakanyiswa uhlangothi olukweletwayo, uhlangothi olulahlwe icala kufanele luqale ukukhokha.

(2) *(a)* uhlangothi olukweletwayo ngemva kokwamukela inhlawulo ephakanyisiwe, lungenza isicelo esibhaliwe kumabhalane wenkantolo sokuyala uhlangothi olulahlwe icala ukuthi lukhokhe ngokuhambisana nesithembiso esenziwe kwisigatshana somthetho woku-(1).

(b) Ifomu 10 leSithasiselo 1 seMithetho lingasetshenziselwa isicelo esibhaliwe kwisigatshana somthetho wesi-(2)*(a).*

(3) Umabhalane wenkantolo kumele zingakapheli izinsuku eziyisi-5 kuvunyelwe isicelo esenziwe kusigatshana somthetho wesi-(2)*(a),* azise abathintekayo ngokubhala ukuthi isithembiso esisesigatshaneni somthetho woku-(1) kuhlanganisa umyalelo wenkantolo ngokwesigaba sama-39 soMthetho.

Ukuqalisa ngemuva kokungakhokhelwa kwesahlulelo ngokwesigaba sama-41(2) soMthetho

19. (1) Uma isinqumo sokukhokhwa kwemali singakhokhwanga phakathi kwezinsuku eziyi-10 noma esimweni sokwehluleka ukukhokha isitolimende ngaleso sikhathi nangendlela enqunywe yinkantolo, uhlangothi olukweletwayo lungafaka isicelo kumabhalane wenkantolo ukuthi udaba ludluliselwe kumabhalane Wenkantolo Yezimantshi njengoba kuhlinzekiwe esigabeni sama-41 soMthetho.

(2) Isicelo esisesigatshaneni somthetho woku-(1) kufanele sihambisane kakhulu neFomu 11 lesiThasiselo 1.

Inqubo yokuqalisa

21. (1) Inqubo yokuqalisa noma yisiphi isahlulelo sokunikezelwa kwempahla kungakhathaliseki ukuthi iyasuseka noma ayisuseki, noma ukuze ikhishwe ngencwadi yemvume esayiniwe futhi ikhishwe umabhalane wenkantolo futhi iqondiswe kusherifu ehambisana kakhulu neFomu 2 noma 3 lesiThasiselo 1, noma yikuphi okusebenzayo.

(2) Umabhalane wenkantolo angathintwa yinoma yimuphi umuntu ovuna leso sinqumo esikhishiwe, ukuze akhiphe incwadi yemvume uma isahlulelo singaneliswanga, sihleli noma simisiwe.

(3) Incwadi yemvume noma ngasiphi isikhathi, ekukhokheni izimali ezikhokhwayo, ingahoxiswa noma imiswe ngesaziso kusherifu ngombolekisi okhiphe leyo nqubo.

(4) Noma yiziphi izinguquko ezenziwa kwincwadi yemvume umabhalane wenkantolo kanye nombolekisi bazofaka amanishela abo ngaphambi kokuba ikhishwe.

106

(5) Incwadi yemvume ngeke isebenze uma kufakwe igama lomuntu okungesiye, kodwa ngeke ize ingasebenzi ngenxa yokungabhalwa kahle kwanoma yiliphi igama, noma nganoma yiliphi iphutha mayelana nosuku.

(6) Lapho incwadi yemvume ilahlekile noma idukile, othintekayo angenza isicelo esibhaliwe esihambisana kakhulu neFomu 8 lesiThasiselo 1, kumabhalane wenkantolo ukuze akhiphe incwadi yemvume yesibili noma ngaphezulu.

(7) Lapho isicelo ngokwesigatshana somthetho sesi-(6) sivunyiwe—

(a) izinhlinzeko zezigatshana zomthetho wesi-(3) kuya kowesi-(5) ziyoncika ekuguqulweni okufanele, zisebenze kunoma iyiphi incwadi yemvume ekhishwe umabhalane wenkantolo;

(b) incwadi yemvume yesibili noma ngaphezulu izovunyelwa ngokucacile ngale ndlela elandelayo:

> “Le ncwadi yemvume yesibili noma ngaphezulu..... (chaza uhlobo lwencwadi yemvume) yakhishwa umabhalane wenkantolo yezimangalo ezincane ngo- ..... (usuku) futhi isusa nanoma iyiphi incwadi yemvume ..... (chaza uhlobo lwencwadi yemvume) esikhundleni sale ekhishiwe noma ekhishwe kabusha”.

(8) Uma noma iyiphi incwadi yemvume ethathelwe indawo yincwadi yemvume ekhishwe ngokwemibandela yesigatshana somthetho wesi-(6)

isitholakala, izosulwa masinyane unobhala wenkantolo ngokugunyaza ebusweni bayo phakathi kwemigqa emibili ephambanayo emibili ethi:

"Kusuliwe. Incwadi yemvume entsha ..... (chaza uhlobo lwencwadi yemvume) ekhishwe umabhalane wenkantolo ……. (igama nesiginesha kamabhalane wenkantolo), usuku .....".

(9) Ngenxa yokuthi incwadi yemvume yesibili noma ngaphezulu ikhishiwe kanye nosuku lwayo, izogunyazwa kumasamanisi isinyathelo esithathwe ngawo.

Ukumelwa kwabathintekayo

21. (1) Uma igunya lomuntu omele inhlangano esemthethweni liphikiswa ngezizathu ezishiwo noma uma inkantolo inesizathu sokungabaza igunya lomkhulumeli, khona-ke inkantolo ingadinga ukukhiqizwa kobufakazi bokuthi umkhulumeli ugunyazwe ngokufanelekile.

(2) Uma othintekayo eshona noma engakwazi ukuqhubeka nodaba, udaba luyomiswa kuze kube yileso sikhathi lapho umabi wamafa, umphathiswa, umqaphi noma omunye umuntu oqeqeshekile eseqokiwe esikhundleni sakhe noma kuze kube yilapho lokho leso simo singasekho.

(3) Lapho umabi wamafa, umnakekeli ongumphathiswa noma omunye umuntu ofanele eseqokiwe, inkantolo, ngesicelo somlomo, ingakhipha umyalo wokuthi afakwe esikhundleni somuntu oshonile noma ongasakwazi ukubamba iqhaza.

Ukungathobeli imithetho, okuhlanganisa imikhawulo yesikhathi namaphutha

22. (1) Ngaphandle kwalapho kuhlinzekwe ngenye indlela kule mithetho, ukwehluleka ukuthobela le mithetho noma nanoma yisiphi isicelo esenziwe, lokho angeke kube isizathu sokukhishwa kwesahlulelo ohlangothini oluthintekayo olungathobelanga imithetho.

(2) Ayikho inqubo engeke isebenze ngenxa yamaphutha ekubhaleni, noma amaphutha maqondana nezibalo noma izinsuku.

(3) Uma noma yimuphi umuntu edukisekile ngenxa yanoma yiliphi iphutha elinjalo kunoma iyiphi inqubo anikezwe yona, inkantolo ngomlomo noma ngesicelo esibhaliwe inganikeza lolo hlangothi ukukhululwa okufanele futhi ngaleyo njongo ibeke eceleni inqubo futhi ichithe noma yisiphi isinqumo sokungakhokhi.

Izindleko

23. Lapho isinqumo noma umyalelo wezindleko wenziwa ebantwini ababili noma ngaphezulu, lezo zindleko zizokhokhwa ilabo bantu ngokuhlanganyela nangokuhlukene.

Izimali zikaSherifu

24. Izimali ezikhokhwayo kanye nezindleko zokuhamba ezikhokhwa kosherifu, zizoba yilezo ezibekwe eNgxenyeni II yesiThasiselo sesi-2.

Izinyathelo ezithathelwe abathintekayo, umuntu oqhuba ibhizinisi ngegama noma isitayela ngegama okungesilo elakhe, isindikhethi noma inhlangano.

25. (1) Noma yimuphi umuntu oqhuba ibhizinisi ngegama noma ngesitayela okunghesilo igama lakhe langampela, noma abantu ababili noma ngaphezulu abangabalingani ngokwebhizinisi, bangamangalelwa ngalelo igama noma ngesitayela noma ngegama lebhizinisi elihlanganiselwe.

(2) Isigatshana sama-25(1) sizophinda sisebenze ngendlela efanayo enkampanini engahlanganisiwe, isindikhethi, inhlangano noma isitokofela.

Izibuyekezo

110

26. (1) Uhlangothi olufisa ukubuyekeza ukuqulwa kwamacala ngokwesigaba sama-46 soMthetho kufanele lufake isicelo eNkantolo Ephakeme.

(2) Ukubuyekezwa kwezinqubo okukhulunywe ngazo kwisigatshana somthetho soku-(1) kuzokwenziwa kuphela ngesizathu esisodwa noma ngaphezulu kulezi ezilandelayo:

(a) Ukungabikho kwamandla enkantolo;

(b) intshisekelo ngesizathu, ukuchema, ububi noma ukwenziwa kwecala okukhulunywe ngakho esigabeni sama-46(b) soMthetho ngukhomishani; noma

(c) ukungenzi ngendlela efanele mayelana nokuqulwa kwamacala.

(3) Konke ukubuyekezwa ngokwalo mthetho kufanele kuqalwe ngesaziso sokubuyekeza kanye nencwadi efungelwe yokusungula ngokuhambisana neFomu 12 lesiThasiselo 1.

(4) Isaziso sokubuyekeza kanye nencwadi efungelwe kufanele sibeke izinyathelo okufanele zibuyekezwe, sisho izizathu, amaqiniso kanye nezimo okuthenjelwe kuzo ukuze kubuyekezwe futhi kufanele sifakwe kunobhala wenkantolo lapho icala elaqulelwa khona.

(5) Ezinsukwini eziyi-5 ethole isaziso sokubuyekeza kanye ne-afidavithi, umabhalane wenkantolo kufanele azise ukhomishani obengamele

ukuqulwa kwecala kanye nabathintekayo ngesicelo sokubuyekeza futhi aphinde abazise ukuthi isaziso sokubuyekeza, incwadi efungelwe, amasamanisi kanye nawo wonke amaphepha asefayilini lenkantolo ayatholakala ehhovisi likamabhalane.

(6) Ukhomishana kufanele zingakapheli izinsuku eziyi-15 ethole isaziso sokubuyekeza kanye nencwadi efungelwe afake kunobhala wenkantolo isitatimende esebenzisa iFomu 13 lesiThasiselo 1 ukuphendula izinsolo ezenziwe ngumfakisicelo.

(7) Ezinsukwini eziyi-5 ngemuva kokuba isitatimende sikakhomishana esigatshaneni somthetho (6) senziwe satholakala, uhlangothi oluletha isibuyekezo lungachibiyela, lwengeze noma luguqule isaziso sokubuyekeza kanye nencwadi efungelwe ngokusebenzisa iFomu 14 lesiThasiselo 1 okuyiFomu okufanele lifakwe umabhalane wenkantolo.

(8) Umabhalane wenkantolo kumele zingakapheli izinsuku eziyi-5 ethole lfomu okukhulunywe ngalo esigatshaneni somthetho wesi-(7) elichibiyela, elengeza noma elishintsha isaziso sokubuyekeza, azise ukhomishana obengamele ukuqulwa kwecala kanye nabathintekayo ukuthi lfomu liyatholakala ehhovisi likamabhalane.

(9) Uma kwenzeka ukhomishana noma yiluphi uhlangothi oluthintekayo lufisa ukuphikisa ukuvunyelwa kosizo olukhulekelwayo, kufanele zingakapheli izinsuku eziyi-5 zemibhalo yesigatshana somthetho wesi-(8) isikhona,

afake kunobhala wenkantolo, incwadi efungelwe esebenzisa iFomu 15 leSithasiselo 1, ekuphenduleni izinsolo ezenziwe ngumfakisicelo.

(10) Umabhalane wenkantolo kufanele zingakapheli izinsuku eziyi-10 ngemuva kokuphela kwesikhathi esigatshaneni somthetho wesi-(9) athumele kuNobhala Wenkantolo Ephakeme, inyanda yamaphepha anezinombolo ehlanganisa —

(a) isaziso kanye nesaziso esichitshiyelwe sokubuyekeza;

(b) izincwadi ezifungelwe ezifakwe uhlangothi oluletha ukubuyekezwa;

(c) isitatimende kanye nencwadi efungelwe ephikisayo, uma ikhona, yakhomishani;

(d) izincwadi ezifungelwe, uma zikhona zanoma yibaphi abathintekayo abathintekile; futhi

(e) amasamanisi kanye nemibhalo efayilini lenkantolo.

(11) UMbhalisi Wenkantolo Ephakeme kufanele phakathi kwezinsuku eziyi-10 ethole inyanda yamaphepha anezinombolo, abeke okufanayo emahhovisi aseceleni ejaji ,kwijaji lalolo phiko ukuze alicubungule, iziqondiso kanye nesinqumo sokubuyekeza.

113

(12) Umabhalane wenkantolo kufanele agcine irejista lezindaba ezithunyelwe kuNobhala Wenkantolo Ephakeme ukuze zibuyekezwe.

(13) Umabhalane wenkantolo kumele zingakapheli izinsuku eziyi-5 ethole isinqumo esenziwe iJaji ekubuyekezweni, azise abathintekayo kanye nokhomishana ngesinqumo.

(14) *(a)* Noma yisiphi isaziso noma isaziso esizonikezwa umabhalane wenkantolo kwabathintekayo kanye nokhomishani singenziwa —

(i) ngokubhala, nge-imeyili noma nganoma iyiphi enye indlela ye-inthanethi; noma

(ii) ngomlomo, ngocingo noma ngomakhalekhukhwini.

(b) Ubufakazi besaziso noma isaziso esinikezwe abathintekayo kanye nokhomishana kufanele kube kanjena:

(i) Uma isaziso noma isaziso sinikezwe ngokubhaliwe, kungaba irisidi yokulethwa kwe-imeyili noma umlayezo wedatha; noma

(ii) uma isaziso noma isaziso sinikezwe ngomlomo, ukugunyazwa kwefayela ngumabhalane wenkantolo okuqopha usuku, isikhathi, inombolo yocingo

noma yeselula, igama lomuntu okuxhunyanwa naye, umlayezo odlulisiwe kanye nokuthi umlayezo udluliselwe kumuntu ngqo noma ngevoyisimeyili.

(15) Akukho nkokhelo njengoba kuhlongozwe eNgxenyeni I yesithasiselo 2, eyodingwa ukhomishana mayelana nekhophi yanoma yimuphi umbhalo awucelile ngokwalo mthetho.

Ukongiwa kokuqulwa kwamacala asalindile

27. (1) Akukho lutho kule mithetho oluzothinta ukuqulwa kwecala okusalindile ngosuku lokuqala kwale mithetho futhi lezo zinqubo ziyoqhutshwa futhi ziphothulwe ngazo zonke izindlela kube sengathi le mithetho ayizange imenyezelwe.

(2) Ukuqulwa kwecala, ngokwenhloso yalo mthetho, kuyothathwa njengokusalindile, uma ngosuku lokuqala kwale mithetho, amasamanisi ekhishiwe futhi ayothathwa ngokuthi asephothuliwe lapho kukhishwa isahlulelo.

Isihloko esifushane kanye nokuqala

28. Le mithetho izobizwa ngokuthi Imithetho Elawula Izindaba Eziphathelene Nenkantolo Yezimangalo Ezincane futhi iyoqala ngosuku oluzonqunywa uNgqongqoshe.

ISITHASISELO 1

AMAFOMU

16. Amasamanisi

17. Incwadi yemvume yokunikezelwa kwempahla

18. Incwadi yemvume yokukhishwa endaweni yokuhlala

19. Incwadi Yokuxazulula ngokwesigaba sama-29(1) soMthetho

20. Incwadi efungelwe ngokomthetho wesi-7(2)

21. Ubufakazi besevisi ngokomthetho we-12(2)

22. isitatimende esibhaliwe nesimangalo esiphikisayo

23. Izicelo

24. Ihlawulo ephakanyiswa uhlangothi olulahlwe icala

25. Isicelo sombolekisi ngokwesigaba sama-40 soMthetho

26. Isicelo sombolekisi sesigaba sama-41(2) soMthetho

27. Isaziso sokubuyekeza kanye nencwadi efungelwe ngokomthetho wama-26(3)

28. Isitatimende sikakhomishana ngokomthetho wama-26(6)

29. Ukuchitshiyelwa, ukuhluka kanye nokwengezwa kusaziso sokubuyekezwa ngokomthetho wama-26(7)

30. Incwadi efungelwe ngokomthetho wama-26(9)

116

Inombolo 1 — Amasamanisi

Enkantolo Yezimangalo Ezincane Yasendaweni yase _____

Inombolo yecala: _____ Inombolo Yereferensi Eyingqayizivele: _____

_____

Unobhala weNkantolo **(**isiginesha kanye nosuku lokukhishwa**)**

Amasamanisi

(*Kuzogcwaliswa ummangali)*

A. **IMININGWANE YOMMANGALI NOMA ABAMANGALI**:

Isibongo …….

Amagama okuqala……..

Ikheli lendawo yokuhlala……

Ikheli lebhizinisi……..……..…….

Ikheli leposi……..

Inombolo yocingo……

Inombolo yeselula……

Ikheli lemeyili……..

B. **IMININGWANE YOMMANGALELWA NOMA ABAMANGALELWA**:

Isibongo noma Igama lebhizinisi……..

Amagama okuqala…..……..

Ikheli lendawo yokuhlala (*lapho laziwa)*……

Ikheli lebhizinisi (*lapho laziwa)*…….…….…….

Ikheli leposi (*lapho laziwa)*……..……..

Inombolo yocingo (*lapho laziwa)*…….……

Inombolo yeselula (*lapho laziwa)*.…….……

Ikheli lemeyili (*lapho laziwa)*……..……..

SICELA UYIFUNDE YONKE IDOKHUMENTI NGOBA INOLWAZI OLUBALULEKILE

117

1. **WENA (ummangalelwa) uyabizwa ukuba uvele mathupha phambi kwale nkantolo (faka isifunda senkantolo, ikheli lendawo, inombolo yocingo, ikheli le-imeyili (uma likhona) kanye nenombolo yegumbi lenkantolo) _____**

ngomhlaka _____ enyangeni ka_____ 20___ ngo_____ (isikhathi) ukuze uvume noma unqabe noma uphikise isikweletu sakho sesimangalo sommangali njengoba kushiwo eMinininingwane Yesimangalo.

2. **UMA UVUMA ISIMANGALO (ISIKWELETU) FUTHI UVUMA ISAHLULELO**,

gcwalisa imininingwane engezansi bese ufaka amasamanisi (okuhlanganisa naleli khasi) Kumabhalane Wenkantolo Yezimangalo Ezincane:

(a) Ngiyavuma ukuthi nginecala kummangali njengoba kushiwo kula masamani NOMA inani elingu-R_____ futhi ngiyavumelana nesinqumo ngokufanele.

(b) Ngithembisa ukukhokha isikweletu ngezitolimende zika-R_____ ngenyanga, isitolimende sokuqala okufanele sikhokhwe kummangali ngomhlaka noma ngaphambi komhlaka- _____ (*faka usuku*) futhi kukhokhwe nyanga zonke ngemva kwalokho kuze kuba kuqedwa ukukhokha isikweletu nezindleko (uma zikhona). (SUSA INDIMA *(b)* uma ungenzi isithembiso sokukhokha isikweletu ngezitolimende)

IFAKWE USUKU e _____mhlaka _____ enyangeni ka _____, 20____.

UMMANGALELWA_____ (igama nesigenesha)
OFAKAZI:
(amagama aphelele)_____, (isiginesha)_____

(ikheli nenombolo yocingo)_____
(amagama aphelele)_____, (isiginesha)_____
(ikheli nenombolo yocingo)_____

3. **UMA UNQABA NOMA UPHIKISA ISICELO,** ungagcwalisa Ifomu 7 (*isitatimende esibhaliwe sokuzivikela kanye nesimangalo esiphikisayo*) eSithasiselweni 1 esinamathiselwe kula masamanisi futhi ufake Ifomu kumabhalane Wenkantolo Yezimangalo Ezincane ngaphambi kosuku obizwe ukuyovela ngalo enkantolo. **KUMELE UVELE NGOSUKU LOKULALELA ICALA NOMA NGABE UYALITHUMELA IFOMU 7 NOMA CHA.**

4. **UMA UFISA UKUXOXA NGESIMANGALO** nonobhala weNkantolo Yezimangalo Ezincane kufanele umthinte ekhelini elingenhla ngaphambi kosuku lokulalelwa kwecala.

5. **UMMANGALELWA AKAQAPHELE LOKHU OKULANDELAYO:**

(a) Uma ungaveli ngosuku (olungenhla), ummangali angase akhiphe isigwebo esilahla wena ngaphandle uma usivumile isimangalo ngaphambilini.

(b) Uma imali kufanele ikhokhwe ngokwesinqumo noma umyalelo wenkantolo, imali kufanele ikhokhwe ngqo kokweletwayo (lona ngumuntu ovunwe isinqumo noma umyalelo wenkantolo owenziwe).

(c) Uma sewunikiwe isigwebo sokukhokhwa kwemali bese ukhombisa ukuthi ngeke ukwazi ukukhokha, inkantolo ingaphenya ngesimo sakho sezezimali emva kwalokho inkantolo ingayalela ukuthi ukhokhe isikweletu sesinqumo, inzalo kanye nezindleko ngezitolimende ezishiwo noma okunye.

(d) Uma inkantolo ingakawukhiphi umyalelo wokuthi ukhokhe isikweletu sokwahlulela kanye nezindleko ngezitolimende ezithile (indima *(c)* ngenhla),

ungakwazi-ke ukuthi phakathi kwezinsuku eziyi-10 ngemuva kokukhishwa kwesinqumo, wenze isicelo esibhaliwe kulowo omkweletayo ukuthi ukhokhe isikweletu sokwahlulela kanye nezindleko ngezitolimende noma ngokusebenzisa iFomu 9 kuSithasiselo 1.

(e) Uma isithembiso sakho esibhaliwe samukelwe Uhlangothi olukweletwayo, ngesicelo salo, umabhalane wenkantolo uyokuyala ukuthi ukhokhe isikweletu sokwahlulela kanye nezindleko ngokwesicelo sakho futhi umyalelo kamabhalane wenkantolo uyothathwa njengokuthi umyalelo wenkantolo.

(f) Uma usugwetshiwe, kufanele wazise omkweletayo ngokugcwele nangendlela efanele, zingakapheli izinsuku eziyi-14 (eziyishumi nane) ngemva kokushintsha indawo yakho yokuhlala; yebhizinisi noma yomsebenzi umazise indawo yakho entsha yokuhlala, yebhizinisi noma yomsebenzi.

(g) Uma, ngemuva kokukhishwa kwesahlulelo esikulahlayo sokukhokhwa kwemali noma umyalelo wokukhokhwa kwemali ngezitolimende wenziwe, bese wehluleka ukwenza njengokwesahlulelo noma umyalelo, leso sahlulelo noma umyalelo ungaphoqelelwa kwimpahla yakho egudlukayo futhi uma impahla egudlukayo itholakala ingenele bese iphikisana nempahla yakho engagudluzeki emva kokuthi inkantolo igunyaze ukuthintwa kwempahla yakho engagudluki.

(h) Ngokwesigaba sama-47 soMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984)(“uMthetho”) noma yimuphi umuntu ovimba isithunywa (usherifu) noma isekela-sthunywa (isekela lika sherifu) wenkantolo ekwenzeni umsebenzi wakhe ngaphansi koMthetho noma ohluleka ukunikeza isaziso sokushintshwa kwekheli ngokwesigaba sama-43 soMthetho, kufanele abe necala futhi lapho elahlwa icala akhokhe inhlawulo engeqile ku-R2000 noma agqunywe ejele isikhathi esingeqile ezinyangeni eziyisithupha, noma agqunywe ejele ngaphandle kokukhetha inhlawulo.

120

IMININGWANE YESIMANGALO

(*Kuzogcwaliswa Ummangali)*

QAPHELA:

A. Phrinta noma thayipha.

B. Yiba mfushane futhi uhlale ephuzwini. Ukubhekisela nje ezincwadini ezinamathiselwe akuvumelekile. Beka ngamaphuzu izinto ezibalulekile zendaba, utshengise amagama nezinsuku lapho kungenzeka khona.

C. Izigaba ezingezansi kufanele zigcwaliswe. UNGANIKEZI imininingwane ejulile yomlando wendaba.

1. Yisho usuku okwavela ngalo isimangalo:

_____

2. Yisho inani olifunayo noma okufunayo kummangalelwa:

_____

3. Chaza uhlobo lwesicelo sakho (chaza kafushane ukuthi kungani inani lemali noma lokho okufunayo kufanele kuze kuwe):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

4. Yikuphi ukukhululwa noma umphumela owufunayo enkantolo?

_____

_____

5. Uma unobufakazi (amadokhumenti) othembele kubo namathisela amakhophi abo (sicela ungathumeli amadokumenti angampela) bese ubhala kafushane amadokhumenti owanamathisele ngezansi:

_____

_____

_____

UMA INDIMA 7 NOMA 8 NGEZANSI INGAHLANGANI NESIMANGALO SAKHO, SUSA NGOMUGQA INDIMA NOMA IZINDIMA.

7. Ngokwesigaba se-18 soMthetho, Ummangali ushiya isamba esingu-R_____ *(susa uma kungasebenzi) njengengxenye yesimangalo. (Qaphela: "ukushiya" kusho ukuyeka ingxenye yesimangalo noma isimangalo esiphikisayo ukuze ulethe isimangalo endaweni yegunya yeNkantolo Yezimangalo Ezincane).*

8. Ummangali ngalokhu uyahoxisa ngokwesigaba 19 soMthetho, isamba esingu-R_____ (*susa uma kungasebenzi*) okuyisamba okufanele sidonswe esikweletini

122

esivunyelwe njengoba kushiwo kumasamanisi (*Qaphela: "ukwehliselwa" kusho ukususwa kwisimangalo noma kwisimangalo esiphikisayo senani elivunywe abathintekayo, okufanele labo abathintekayo balikhokhe kwabanye abathintekayo*).

Usuku: _____

Isiginesha, uphawu noma izigxivizo zeminwe zommangali: _____

QAPHELA:

(a) Uma usuwaqedile amasamanisi, kufanele uthathe amasamanisi kanye namakhophi amaningi njengoba kukhona abamangalelwa, uye kumabhalane wenkantolo (Inkantolo Yezimangalo Ezincane) ukuze akhishwe.

(b) Uma esekhishiwe amasamanisi, ngokomthetho we-12 ungawanika ummangalelwa noma abamangalelwa okanye umkhulumeli wakho ogunyaziwe kube uyena obanikayo, noma kube usherifu ngokomthetho we-13.

(c) Uma wena noma umkhulumeli wakho ogunyaziwe enikeza amasamanisi, uyacelwa ukuba uqaphele umthetho we-12 oshiwo ngezansi:

"Ukunikezwa kwamasamanisi ngummangali noma umkhulumeli ogunyaziwe wommangali ngokuletha ngesandla kummangalelwa"

12. (1) Lapho amasamanisi ehanjiswa ummangali noma umkhulumeli wakhe ogunyaziwe ngokuhambisa ngesandla, ummangali kufanele

—

(a) enze amakhophi amaningi amasamanisi njengoba kukhona

abamangalelwa okufanele banikezwe;

(b) anikeze ummangalelwa ikhophi yamasamanisi mathupha;

(c) lapho eceliwe, abonise ikhophi yokuqala noma efungelwe yamasamanisi kummangalelwa; futhi

(d) emva kokwenza isevisi kummangalelwa, faka amasamanisi okuqala kanye nobufakazi besevisi kunobhala wenkantolo ngokushesha okukhulu.

(2) Ubufakazi besevisi yamasamanisi Kummangalelwa kufanele buhambisane kakhulu neFomu 6 kwiSithasiselo 1.

(3) Lapho ummangalelwa egcina indawo yakhe yokuhlala noma yebhizinisi ivaliwe noma evimbela ummangali ukuthi anikeze amasamanisi, ummangali angabiza usherifu ukuba alethe amasamanisi, kuye ngokuhambisana nesigatshana somthetho 13(1)*(a)* kanye *(b)*"

Inombolo 2—Incwadi yemvume yokunikezelwa kwempahla

Enkantolo Yezimangalo Ezincane endaweni yase……..	
Inombolo yecala...../20.....	Inombolo Yereferensi Eyingqayizivele.:_____
Odabeni oluphakathi kwa:	

124

..... Ummangali	
kanye no	
..... Ummangalelwa	
KuSherifu:	
Njengoba kulolu daba inkantolo iyalele ukuthi ummangalelwa anikele kummangali okuthile..... (chaza into okumele inikezelwe);	
Ngakho-ke ugunyaziwe futhi kudingeka ukuthi uthathe lokho okushiwo .... (chaza leyonto) kummangalelwa bese unika ummangali, lokhu kuzoba incwadi yakho yemvume;	
Futhi ubuyisele kule nkantolo lokho okwenzile ngenxa yalokhu.	
Dated on this.....day of....., 20..... Ifakwe usuku mhlaka ..... enyangeni ka....., 20.....	
	Ngomyalelo Wenkantolo

125

..... *Ummangali*	..... *Unobhala weNkantolo*
Ikheli:	
.....	

126

Inombolo 3—Incwadi yemvume yokukhishwa

Enkantolo Yezimangalo Ezincane endaweni yase.....	
Inombolo yecala...../20.....	Inombolo Yereferensi Eyigqayizivele.:_____
Odabeni oluphakathi kwa:	
..... Ummangali	
kanye no	
.....Ummangalelwa .	
KuSherifu:	
Njengoba kulesi sinyathelo, ummangali ngomhlaka.....enyangeni ka....., 20..... uthole isigwebo sokukhishwa kommangalelwa oshiwo ezakhiweni noma emhlabeni owaziwa ngokuthi ... . ;	
Ngalokhu ugunyaziwe futhi kudingeka ukuthi ubeke ummangali oshiwo endaweni noma indawo eshiwoyo ngokukhipha ummangalelwa oshiwo lapho, lokhu kuzoba incwadi yakho yemvume;	
Futhi ubuyisele kule nkantolo lokho okwenzile ngenxa yalokhu.	
Ifakwe usuku mhlaka..... ....., 20.....	

127

.	
	Ngomyalelo weNkantolo
	..... *Unobhala weNkantolo*
..... Ummangali	
Ikheli:	
.....	

128

Inombolo 4— Incwadi yokuxazulula ngokwemibandela yesigaba sama-29(1) yoMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984)

KUSUKA: (*ummangali afake imininingwane yakhe ngezansi*):

Igama:_____
Isibongo:_____
Ikheli:_____
Imeyili:_____
Usuku:_____

IYA (*faka imininingwane ngezansi)*:
Igama lomuntu noma lebhizinisi:_____
Isibongo (uma kusebenza):_____
Ikheli:_____
Imeyili (*lapho yaziwa*):_____

ISICELO

3. Mina, _____ (igama nesibongo somuntu owenza isicelo) ngifuna isamba esingu-R _____ (inani elifunwayo) kuwe NOMA _____(okunye, faka lokho okufunayo kummangalelwa) mayelana ne_____
(chaza amaqiniso okusekelwe kuwo isimangalo, isib; ukuqasha, inkontileka, njll.) avele ngomhla noma cishe ngomhla ka-_____(faka usuku).

4. Kudingeka zingakapheli izinsuku eziyi-14 (eziyishumi nane) kusukela ngosuku lokuthola lesi sicelo, ukhokhe noma uqedele inani elingu-R_____ NOMA _____(*okunye, faka lokho okufunayo kummangalelwa*).

CONTINUES ON PAGE 642 OF BOOK 6

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

This gazette is also available free online at **www.gpwonline.co.za**



Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11497** *Regulasiekoerant*

Vol. 688 **7 October / Oktober 2022** **No. 47254**

PART 6 OF 6

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

ISSN 1682-5845

9 771682 584003 47254

AIDS HELPLINE: 0800-0123-22 Prevention is the cure

129

Uma wehluleka ukuthobela lesi sicelo ezinsukwini eziyi-14 (eziyishumi nane), ngizokuthathela isinyathelo eNkantolo Yezimangalo Ezincane ukuze ngithole isahlulelo mayelana nesimangalo sami kuwe_____ (isiginesha, uphawu noma izigxivizo zeminwe lapha)

QAPHELA:

(a) Le ncwadi yesicelo kufanele ithunyelwe ngeposi elibhalisiwe noma iziswe nguwe mathupha kumuntu othumela kuye isicelo.

(b) Uma uzilethele mathupha incwadi ngakho-ke ukubheka kwakho kuba kumthetho wesi-7(2) kanye nowesi- (3) oshiwo ngezansi:

"(2) Ummangali kufanele aqinisekise ngencwadi efungelwe noma ngeposi elibhalisiwe ukuthi incwadi yesicelo esishiwo esigabeni sama-29(1) soMthetho ihanjiswe kummangalelwa.

(3) Ummangali angasebenzisa iFomu 5 kuSithasiselo 1 ngencwadi efungelwe okukhulunywe ngayo kusigatshana somthetho wesi-(2).".

130

Inombolo 5— Incwadi efungelwe ngokomthetho wesi-7(2) - incwadi yesicelo ngokwesigaba sama-29(1)

INCWADI EFUNGELWE NGOKOMTHETHO WESI-7(2)

1. Mina, osayine ngezansi

_____

(*Yisho amagama aphelele nesibongo)*

Inombolo kaMazisi noma yePhasiphothi.:

_____

Ohlala e: _____

_____

Ngalokhu ngenza isifungo futhi ngiyasho noma ngiyaqinisekisa ukuthi:

1.1 *Ngo-* _____ *(faka usuku)* e _____ *(faka isikhathi), ngihambise incwadi yesicelo ngokwesigaba sama-29(1) soMthetho Wezinkantolo Ezincane Zezimangalo, we-1984 (uMthetho 61 we-1984) ku-*_____*(isho igama womuntu othole incwadi) ku-*_____*(indawo noma ikheli lapho incwadi ilethwe khona)*

1.2 Ngihambise incwadi nge:—

1.2.1 Ukuzinikeza mathupha kumuntu okukhulunywe ngaye endimeni 1.1; NOMA

1.2.2 Okunye (chaza ngezansi ukuthi incwadi yathunyelwa kanjani kumuntu okukhulunywe ngaye esigabeni 1.1):

131

_____
_____
_____
_____
_____
_____

IGAMA: _____
ISIGINESHA: _____

Ngiyaqinisa ukuthi ufakazi ofungile uvumile ukuthi uyakwazi futhi uyakuqonda okuqukethwe yilesi sitatimende, esifungelwe/esiqinisekisiwe (susa lokho okungasebenzi) futhi sasayinwa phambi kwami e____ (indawo) ngo-_____(usuku) ngaphansi kokuthotshelwa kwemithetho imithetho emenyezelwe kwiSaziso sikaHulumeni R. 1258 samhla zingama-21 kuJulayi 1972 (njengoba sichitshiyelwe).

_____
UKHOMISHANA WEZIFUNGO

IGAMA: _____
IKHAPHASITHI: _____
IKHELI: _____
_____
_____
_____

132

Inombolo 6—Ubufakazi besevisi lapho amasamanisi anikezwa ummangali noma umkhulumeli ogunyaziwe wommangali

Enkantolo Yezimangalo Ezincane Yasendaweni yase

_____

INOMBOLO YECALA.: _____INOMBOLO YEREFERENSI EYINGQAYIZIVELE.:_____

_____UMMANGALI

KANYE NO

_____UMMANGALELWA

UBUFAKAZI BESEVISI

(*Izogcwaliswa ngummangali noma umkhulumeli wakhe ogunyaziwe)*

1. Mina, osayine ngezansi

   _____

   (*Yisho amagama aphelele nesibongo)*

   Inombolo kaMazisi noma yePhasiphothi.:_____

   Ohlala e:_____

   Ngalokhu ngenza isifungo futhi ngiyasho noma ngiyaqinisekisa ukuthi:

1.1 Ngingummangali noma omele ummangali *(susa noma yikuphi okungasebenzi)*.

1.2 Ngihambise amasamanisi kummangalelwa _____ (faka igama lomuntu) mhlaka _____

133

(usuku) ku _____ (inyanga), 20____ cishe ngabo _____ (isikhathi) ngokumnikeza ikhophi yamasamanisi.

NOMA

1.3 Ngizamile ukunikeza ummangalelwa amasamanisi _____ (faka igama lomuntu) mhlaka _____ (usuku) ku _____ (inyanga), 20____ cishe ngabo_____ (isikhathi) kodwa wenqaba ukuthatha ikhophi yamasamanisi. Ngabe sengithatha amasamanisi kanye nekhophi ngahamba nakho NOMA ngashiya ikhophi yamasamanisi esakhiweni.

NOMA _____ (*chaza ukuthi wenzeni ngamasamanisi*).

Susa isigaba 1.2 noma 1.3, noma yikuphi okungasebenzi.

IGAMA: _____

ISIGINESHA: _____

Ngiyaqinisa ukuthi ufakazi ofungile uvumile ukuthi uyakwazi futhi uyakuqonda okuqukethwe yilesi sitatimende, esifungelwe/esiqinisekisiwe (susa lokho okungasebenzi) futhi sasayinwa phambi kwami e____ (indawo) ngo-_____(usuku) ngaphansi kokuthotshelwa kwemithetho imithetho emenyezelwe kwiSaziso sikaHulumeni R. 1258 samhla zingama-21 kuJulayi 1972 (njengoba sichitshiyelwe).

_____

UKHOMISHANA WEZIFUNGO

IGAMA: _____

IKHAPHASITHI: _____

IKHELI: _____

134

QAPHELA: Lo mbhalo kufanele ufakwe Kumabhalane Wenkantolo ngaphambi noma ngosuku lokulalelwa kwecala.

135

Inombolo 7—Isitatimende esibhaliwe sokuzivikela kanye nesimangalo esiphikisayo

Enkantolo Yezimangalo Ezincane Endaweni yase-

_____

INOMBOLO YECALA .: _____INOMBOLO YEREFERENSI EYINGQAYIZIVELE.:_____

ISITATIMENDE ESIBHALWE SOKUZIVIKELA NESIMANGALO ESIPHIKISAYO

(*Kuzogcwaliswa ngummangalelwa)*

A. **IMININGWANE YOMMANGALELWA**:

Isibongo noma igama lebhizinisi: ……

Amagama okuqala:……

Ikheli lendawo yokuhlala:……

Ikheli lebhizinisi:…….

Ikheli leposi:……..

Inombolo yocingo:……

Inombolo yeselula:……

Ikheli lemeyili:……..

B. **IMININGWANE YOMMANGALI**:

Isibongo……..

Amagama okuqala : …….

ISITATIMENDE ESIBHALWE SOKUZIVIKELA

1. **Usiphikisa kangakanani isimangalo?**

136

(thikha noma yikuphi okusebenzayo)

☐ Ngiyaphikisana nenani eliphelele (imali) elifunwayo NOMA isimangalo (ngaphandle kwemali) njengoba kukhonjisiwe emininingwaneni yesicelo

NOMA ☐ Ngiyavuma inani lika- ☐

Futhi ngikhokhe inani elamukelwe mhlaka (usuku) ☐

2. **Uyasinqaba noma uyasiphikisa lesi simangalo ngoba ususikhokhile noma usithobele?** (thikha ngezansi noma yikuphi okusebenzayo)

☐ CHA *(ngakho iya **kwindima 3.2 kanye no-3.3**)*

☐ Yebo *(ngakho gcwalisa **indima yesi-3.1**)*

3.1 Ngikhokhe R ☐ Kummangali mhlaka (*usuku)* ☐

Ebhokisini elingezansi, nikeza imininingwane yokuthi ulikhokhe kuphi futhi kanjani inani noma uthobele isimangalo. Uma unobufakazi bokukhokha kwakho noma bokuthobela isimangalo, bunamathelise.

3.2 Ithini impendulo yakho ngesicelo sommangali?

3.3 Kungani uthi awunacala? Yisho uhlobo lokuzivikela kwakho kanye nemininingwane yezizathu zokuzivikela kwakho, ebhokisini elingezansi?

ISIMANGALO ESIPHIKISAYO (uma ungenzi isimangalo esiphikisayo susa ngomugqa lesi sihloko)

4. **Uma ufisa ukufaka isimangalo kuMmangali (isimangalo esiphikisayo)**: gcwalisa lokhu okulandelayo:

4.1 Uma isicelo sakho kungesesamba esithile semali ufuna malini? R

4.2 Isimangalo sami ese *(chaza uhlobo lwesimangalo kanye nokuthi yini oyifunayo enkantolo)*

QAPHELA: Qaphela: ungasebenzisa elinye iphepha uma kunesidingo. Sicela ufake igama lakho, isibongo kanye nenombolo yecala phezulu kwesokudla kwikhasi ngalinye, uma kusetshenziswa elinye iphepha.

5. Ummangalelwa ngalokhu uyalahla ngokwesigaba 18 soMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984) ("uMthetho"), isamba esingu-R_____ (*susa uma kungasebenzi*) njengengxenye yesimangalo. (*Qaphela: "ukushiya" kusho ukuyeka ingxenye yesimangalo noma isimangalo esiphikisayo ukuze ulethe isimangalo endaweni yokulawula yeNkantolo Yezimangalo Ezincane*).

6. Ummangalelwa ngalokhu ubeka ngokwesigaba se-19 soMthetho, isamba esingu-R_____ (*susa uma kungasebenzi*) njengoba kuyinani okufanele lidonswe esikweletini esivunyiwe njengoba kushiwo kumasamanisi. (Qaphela: *"ukwehliselwa" kusho ukubanjwa kwemali esimangalweni noma kwisimangalo esiphikisayo kwinani elivunywe uhlangothi, okufanele likhokhele olunye uhlangothi oluthintekayo*)

139

7. Ngivumela isevisi yawo wonke amadokhumenti nge-imeyili ekhelini le-imeyili elishiwo esigabeni A.

Usuku: _____

Isiginesha, uphawu noma izigxivizo zeminwe zommangalelwa

: _____

QAPHELA:

(a) Uma **UNGENASO ISIMANGALO ESIPHIKISAYO** faka lo mbhalo kumabhalane wenkantolo.

(b) Uma **UNESIMANGALO ESIPHIKISAYO** kufanele futhi unikeze ummangali ikhophi yalo mbhalo, futhi ufake incwadi yokuqala kumabhalane wenkantolo.

Isimangalo esiphikisayo singahanjiswa nguwe noma usherifu. Uma unikeza isimangalo esiphikisayo, kufanele senziwe kanje:

1. Kufanele wenze amakhophi amaningi esitatimende esibhaliwe sokuzivikela esihlanganisa nesimangalo sakho esiphikisayo, njengoba kukhona abamangali okufanele banikezwe.

2. Nikeza ikhophi yesitatimende esibhaliwe sokuzivikela kanye nesimangalo esiphikisayo kummangali.

3. Lapho kuceliwe, bonisa ikhophi yoqobo noma efungelwe yesitatimende esibhaliwe sokuzivikela kanye nesimangalo esiphikisayo kummangali.

4. Ngemva kwesevisi kummangali, faka isitatimende sokuqala esibhaliwe sokuzivikela kanye nesimangalo esiphikisayo kanye nobufakazi besevisi kunobhala wenkantolo ngokushesha okukhulu.

5. Ubufakazi besevisi besitatimende esibhaliwe sokuzivikela kanye nesimangalo

esiphikisayo kummangali kufanele sihambisane kakhulu neFomu 6 kuSithasiselo 1.

6. Lapho ummangalelwa egcina indawo yakhe yokuhlala noma yebhizinisi ivaliwe futhi ngaleyo ndlela ekuvimbela ukuthi umnikeze isitatimende esibhaliwe sokuzivikela kanye nesimangalo esiphikisayo, ungabiza usherifu ukuthi kube uyena onikeza amasamanisi, kuncike ekuhambiseneni nomthetho we-13(1)*(a)* kanye no-*(b)*".

Inombolo 8—Izicelo

Enkantolo Yezimangalo Ezincane Yasendaweni yase_____

INOMBOLO YECALA.: _____INOMBOLO YEREFERENSI EYINGQAYIZIVELE.:_____

ISICELO

(*Kuzogcwaliswa Umfakisicelo, umuntu noma ibhizinisi elifaka isicelo enkantolo ukuze lithole usizo olushiwo kulo mbhalo)*

A. **IMININGWANE YOMFAKISICELO**:

Isibongo noma Igama lebhizinisi:……..
Amagama okuqala (*lapho kusebenza khona*):……
Ikheli Lendawo Yokuhlala :……
Ikheli lebhizinisi:…….
Ikheli leposi:……..
Inombolo yocingo:……..……
Inombolo yeselula:……
Ikheli lemeyili:……..

B. **IMININGWANE YOMMANGALELWA**:

Isibongo noma Igama lebhizinisi: ……
Amagama okuqala (*lapho kusebenza khona*):……..

141

Ikheli lendawo yokuhlala (*lapho laziwa)*:……
Ikheli lebhizinisi (*lapho laziwa)*:……
Ikheli leposi (*lapho laziwa)*:……
Inombolo yocingo (*lapho laziwa)*:……
Inombolo yeselula (*lapho laziwa)*:……
Ikheli lemeyili (*lapho laziwa:)*……..

1. Ingabe ungummangali noma Ummangalelwa odabeni (ukuqhutshwa kwamasamanisi)

(thikha ibhokisi elifanele ngezansi)

☐ Ummangali

☐ Ummangalelwa

2. Isicelo sizofakwa eNkantolo mhlaka_____ enyangeni ka_____ e_____ 20_____ somyalelo ngokwe-: (thikha ngezansi ukuthi yikuphi okusebenzayo)

☐ isigaba sama-31 soMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984) ("UMthetho") (Ohlanganisa abamangali, uhlangothi olufaka isicelo sokulalelwa okuseceleni ukuba kubanjelwe lapho kunesinyathelo esihlanganyelwe, iya ***endimeni 3***)

☐ isigaba sama-32 soMthetho (Ohlanganisa abamangalelwa, uhlangothi olufaka isicelo sokulalelwa okuseceleni ukuba kubanjelwe lapho kunesinyathelo esihlanganyelwe, iya ***endimeni 3***)

142

☐ isigaba sama-33(3) soMthetho (uhlangothi olufaka isicelo sokushintshwa kwegama noma indawo evame ukwaziwa ngegama langampela noma indawo, *iya* ***endimeni 4***)

☐ Isigaba sama-36*(a)* soMthetho (uhlangothi olufaka isicelo sokuhoxiswa kwesinqumo esikhishwe uma engekho umuntu leso sinqumo esikhishwe maqondana naye, *iya* ***endimeni 5***)

☐ Isigaba sama-36*(b)* soMthetho (uhlangothi olufake isicelo sokuhoxiswa kwesahlulelo ebesi-*void ab origine* (leli gama lisho ukuthi ebesingalungile kwasekuqaleni) noma elatholwa ngokukhwabanisa noma ngenxa yephutha elivamile kuzo zombili izinhlangothi, *iya* ***endimeni 6***)

☐ Isigaba sama-36*(c)* soMthetho (uhlangothi olufaka isicelo sokulungisa iphutha lelungelo lobunikazi noma amaphutha *ekwahluleleni*), *iya* ***endimeni 7***)

☐ Okunye_____ _____ (cacisa isigaba noma umthetho ngokwemibandela okwenziwa ngayo isicelo, *iya* ***endimeni 8****)*

3. (a) Inkantolo iyacelwa ukuba inikeze umyalelo wokulalelwa kodaba oluseceleni loMfakisicelo noma Ummangalelwa (Susa noma yikuphi okungasebenzi).

(b) (faka ngezansi imininingwane efakazela isicelo sokuthi kuqulwe icala elihlukile)

143

4. (a) Njengoba igama lommangali noma ummangalelwa (*susa noma yikuphi okungasebenzi*) noma indawo, njengoba kwaziwa ngokujwayelekile (*susa uma kungasebenzi*) ibhalwe kumasamanisi njengokuthi _____, kanti igama noma indawo (*susa noma yikuphi okungasebenzi*) ithi _____ .

(b) INkantolo iyacelwa ukuba inikeze umyalelo wokushintsha _____kube lapho kuvela khona kumasamanisi.

(c) (*faka imininingwane eyanele ngezansi ukuze usekele isicelo sakho*)

5. (a) Nakuba isahlulelo sikhishwe salahla ummangali noma ummangalelwa (*susa noma yikuphi okungasebenzi*) lapho engekho ngomhlaka- _____ (faka usuku).

(b) Nakuba iNkantolo icelwa ukuba ikhiphe umyalelo ohoxisa isinqumo esikhishwe ngomhlaka _____.

(c) *(faka ngezansi izizathu zokungabibikho kwakho ngosuku okwakhishwa ngalo isahlulelo secala mayelana nawe futhi usho kafushane ukuzivikela kwakho*

kwisimangalo omangalelwe ngaso futhi ubonise ukuthi waqala nini futhi kanjani ukwazi ngokulahlwa kwakho yicala).

6. (a) Nakuba isahlulelo sikhishwe salahla ummangali noma ummangalelwa (*susa noma yikuphi okungasebenzi*) lapho engekho ngomhlaka-_____ (faka usuku).

(b) Nakuba iNkantolo icelwa ukuba inikeze umyalelo ohoxisa noma oshintsha isinqumo esikhishiwe _____.

(c) (*faka ngezansi imininingwane eyanele yokweseka isicelo sakho sokuhoxiswa noma ukushintshwa kwesahlulelo esisekelwe ekuthi isicelo siyi-void ab origine, etholwe ngokukhwabanisa noma ngenxa yephutha elivamile kuzo zombili izinhlangothi futhi ubonise ukuthi uqale nini futhi kanjani ukwazi ngokulahlwa kwakho yicala*).

7. (a) Nakuba isahlulelo sikhishwe salahla ummangali noma ummangalelwa (*susa noma yikuphi okungasebenzi*) lapho engekho ngomhlaka-_____ (faka usuku).

(b) Nakuba iNkantolo icelwa ukuba inikeze umyalelo olungisa iphutha lelungelo lobunikazi noma amaphutha esinqumweni esikhishwe ngo

_____ ngale ndlela _____.

(c) (*faka ngezansi imininingwane eyanele ukuze usekele isicelo sakho sokulungiswa kwephutha lelungelo lobunikazi)*

8. (a) Ngokwesigaba noma umthetho (*susa noma yikuphi okungasebenzi*)_____, iNkantolo iyacelwa ukuthi ikhiphe umyalelo_____.

(b) (*faka imininingwane eyanele ngezansi ukuze usekele isicelo sakho)*

Usuku: _____

Isiginesha, uphawu noma izigxivizo zeminwe Yomfakisicelo:_____

QAPHELA:

Ikhophi yalo mbhalo kufanele inikezwe omunye othintekayo futhi ikhophi yangampela kufanele ifakwe Kumabhalane Wenkantolo.

Kuya:

Kummangalelwa

Ikheli: (njengoba kushiwo engxenyeni B ngenhla)

Naku:

Kuya: Umabhalane Wenkantolo Yezimangalo Ezincane

146

_____ (*faka indawo)*

Ngesandla: Kwamukelwe Umabhalane Wenkantolo Yezimangalo Ezincane ngomhlaka _____ enyangeni ka _____ 20__.

Noma

Imeyili ngayinye: _____

147

Inombolo 9 —Isithembiso sokweletayo

Enkantolo Yezimangalo Ezincane Yasendaweni yase_____

INOMBOLO YECALA.:___INOMBOLO YEREFERENSI EYINGQAYIZIVELE.:___

_____UMMANGALI

KANYE

_____UMMANGALELWA

ISITHEMBISO SOKWELETAYO

(*Kuzogcwaliswa uhlangothi olwenza isithembiso)*

1. IMININGWANE YOHLANGOTHI OLWENZA ISITHEMBISO:

Isibongo negama lebhizinisi:……

Amagama okuqala (*lapho kusebenza khona*):……

Ikheli lendawo yokuhlala:……

Ikheli lebhizinisi:……

Ikheli leposi:……..

Inombolo yocingo.:……

Inombolo yeselula.:……

Ikheli lemeyili:……

1. mmangali noma mmangalelwa ngalokhu ngithembisa ukukhokhela _____, inani elingu-R _____ngomhlaka_____(faka usuku) **NOMA** inhlawulo yesinqumo engu-R_____ kanye nezindleko zenani elingu-R_____ njengomyalelo wenkantolo mhlaka-_____ (faka usuku) kanje:

148

1.3 Izitolimende zenani lika-R_____ ngenyanga, isitolimende sokuqala sizokhokhwa ohlangothini olukweletwayo ngomhlaka noma ngaphambi komhlaka _____ (*faka usuku*) futhi ngemva kwalokho ikhokhwe nyanga zonke kuze kukhokhwe ngokugcwele isikweletu nezindleko (uma zikhona) futhi uma kukhona isitolimende esingakhokhiwe ngesikhathi, ibhalansi egcwele esakweletwa izokhokhwa ngokushesha.

Usuku: _____
Isiginesha, uphawu noma izigxivizo zeminwe zomuntu owenza isithembiso: _____

NOMA

1.4 (a) (*cacisa esinye isithembiso endimeni yoku-1.1 ngenhla futhi ufake imininingwane yenani elizokhokhwa, nokuthi inani lokuqala lizokhokhwa nini kanye namanani alandelayo)*

_____
_____
_____
_____
_____

(b) Uma noma yisiphi isitolimende esishiwo endimeni yoku-1.2(a) ngenhla singakhokhwa ngesikhathi, ibhalansi egcwele esakweletwa izokhokhwa ngokushesha.

Usuku: _____
Isiginesha, uphawu noma izigxivizo zeminwe zomuntu owenza isithembiso: _____

UMUNTU OWENZA ISITHEMBISO SOKUKHOKHA MAKAQAPHELE LOKHU:

E. Le dokhumenti kufanele ihanjiswe Kuhlangothi olukweletwayo.
F. Uhlangothi olukweletwayo luzokwazisa zingakapheli izinsuku eziyi-5 ukuthi isicelo samukelwe noma cha.

149

G. Uma isicelo sakho samukelwe kufanele uqale ukukhokha kuhlangothi olukweletwayo. Uhlangothi olukweletwayo lungafaka isicelo kumabhalane wenkantolo ukuze imibandela yalesi siphakamiso yenziwe umyalelo wenkantolo.

H. Uma isithembiso sakho sokukhokha senziwe umyalelo wenkantolo ngokwendima C futhi wehluleka ukukhokha isitolimende ngaleso sikhathi nangendlela enqunywe yinkantolo, isinqumo siyophoqelelwa ngokuphumeleliswa eNkantolo Yemantshi enamandla okuphatha ngokuhambisana nezinhlinzeko zoMthetho Wezinkantolo Zezimantshi, we-1944 (uMthetho 32 we-1944). Uhlangothi olukweletwayo lungaqhubeka kube sengathi isinqumo sikhishwe eNkantolo Yezimantshi ngokuvuna yena ngesamba esibalulwe encwadini efungelwe efakwe ngokwesigaba sama-41(2) soMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984).

150

Inombolo 10 –Isicelo sohlangothi olukweletwayo ngokwemibandela yesigaba sama-40 yoMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984).

Enkantolo Yezimangalo Ezincane Yasendaweni yase _____

INOMBOLO YECALA.: _____INOMBOLO YEREFEREN SI EYINGQAYIZIVELE.:_____

_____ UMMANGALI

KANYE

_____UMMANGALELWA

ISICELO SOMBOLEKISI NGOKWEMIBANDELA Yesigaba sama-40 SOMTHETHO WEZIMANGALO EZINCANE, WE-1984 (UMTHETHO 61 WE-1984)

1. Mina,
ISIBONGO NEGAMA ……(UHLANGOTHI OLUKWELETWAYO)
IKHELI (faka ikheli: elendawo yokuhlala; elebhizinisi; eleposi noma i-imeyili lapho umabhalane wenkantolo angathumela khona isiqinisekiso sokunikezwa komyalelo)
……..……
……..…
…..……..……
……
Inombolo yocingo:……
Inombolo yeselula:…….……

151

ngakho-ke ngicela umabhalane Wenkantolo Yezimangalo Ezincane ukuba ayalele uhlangothi olulahlwe icala ukuthi lukhokhe ngokuhambisana nesithembiso esenziwe ngomhlaka_____ *(faka usuku).*

2. Isithembiso esibhalwe phansi sohlangothi olulahlwe icala sokukhokha sinamathiselwe njengeSithasiselo A

Usuku:_____
Isiginesha, uphawu noma izigxivizo zeminwe zombolekisi
: _____

Iya: Kumabhalane Wenkantolo Yezimangalo Ezincane

_____(*faka indawo)*
Ngesandla: Kwamukelwe Umabhalane Wenkantolo Yezimangalo Ezincane ngomhlaka _____ enyangeni ka _____ 20__.

noma

Imeyili ngayinye: _____

152

Inombolo 11 – Ukufaka isicelo ngombolekisi ngokwemibandela yesigaba sama-41(2) soMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984)

Enkantolo Yezimangalo Ezincane Yasendaweni yase_____

INOMBOLO YECALA.: ___INOMBOLO YEREFERENSI EYINGQAYIZIVELE.:____

_____UMMANGALI

KANYE

_____UMMANGALELWA

UKUFAKA ISICELO NGOMBOLEKISI NGOKWEMIBANDELA YESIGABA SAMA-41(2) SOMTHETHO WEZINKANTOLO ZEZIMANGALO EZINCANE, WE-1984 (UMTHETHO 61 WE-1984)

1. Uhlangothi olukweletwayo odabeni olungenhla, lufaka isicelo ngokwesigaba sama-41(2) soMthetho Wenkantolo Yezinkokhelo Ezincane, we-1984 futhi lucela ukuthi udaba ludluliselwe kuMabhalane Wenkantolo Yezimantshi njengoba kuhlinzekelwe esigabeni sama-41(3).) soMthetho Wezinkantolo Zezimangalo Ezincane, we-1984.

2. Incwadi efungelwe yombolekisi ivela ngezansi:

INCWADI EFUNGELWE

1. Mina, osayine ngezansi

153

_____

(*Bhala amagama aphelele nesibongo)*

Inombolo kamazisi noma yephasiphothi.:_____ ungummangali noma ummangalelwa kulolu daba

Uhlala e: _____

Ngalokhu yenza isifungo futhi usho noma uqinisekise ukuthi:

1.3 Isahlulelo sika-R_____(faka inani) kanye nezindleko zenani lika-R_____ (*susa uma kungasebenzi*) sikhishwe ngomhlaka _____ (*faka usuku*) eNkantolo Yezimangalo Ezincane e_____ (faka indawo) ngokumelene no-_____

1.4 Inani elilandelayo noma amanani asekhokhelwe noma asekhokhiwe kusukela kwaphuma isinqumo:

1.2.1 R_____ ikhokhwe mhlaka _____ (*faka usuku);*

1.2.2 R_____ ikhokhwe mhlaka _____ (*faka usuku);*

1.2.3 R_____ ikhokhwe mhlaka _____ (*faka usuku);* **noma**

1.3 Ayikho imali ekhokhiwe (*susa noma yikuphi okungasebenzi*).

1.4 Inani elisakweletwa kwisinqumo engasithola kusukela ngosuku lokusayina kwami ngezansi ngu-R_____.

IGAMA: _____

ISIGINESHA: _____

154

Ngiyafunga ukuthi ufakazi ofungile uvumile ukuthi uyakwazi futhi uyakuqonda okuqukethwe yilesi sitatimende, esifungelwe/esiqinisekisiwe (*susa okungasebenzi*) futhi sasayinwa phambi kwami e-____ (indawo) ngomhlaka _____(usuku) ngaphansi kokuthotshelwa kwemithetho emenyezelwe kwiSaziso sikaHulumeni R. 1258 samhla zingama-21 kuJulayi 1972 (njengoba sichitshiyelwe).

_____

UKHOMISHANA WEZIFUNGO

IGAMA:_____

IKHAPHASITHI: _____

IKHELI: _____

_____

_____

_____

155

Iya: Kumabhalane weNkantolo Yezimangalo Ezincane

_____(*faka indawo)*

Ngesandla: Yamukelwe Ngumabhalane Wenkantolo Wezinkantolo Ezincane ngomhlaka _____ enyangeni ka_____ 20__.

noma

Imeyili ngayinye: _____

156

Inombolo 12 – Isaziso sokubuyekezwa kanye nencwadi efungelwe ngokomthetho wama-26(3)

ENKANTOLO EPHAKEME YASENINGIZIMU AFRIKA
(_____UPHIKO)

Inombolo yecala_____/20___

Inombolo yecala lasenkantolo yezimangalo ezincane_____/20___

Odabeni oluphakathi kwa
_____Umfakisicelo kanye
_____Ummangalelwa

ISAZISO SOKUBUYEKEZWA

SICELA UQAPHELE ukuthi umfakisicelo lapha ufaka isicelo sokubuyekezwa kokuqulwa kwecala odabeni olubanjelwe eNkantolo Yezimangalo Ezincane _____ (*indawo*) ngaphansi kwenombolo yecala _____. Umyalelo ukhulekelwa ngale mibandela elandelayo:

1. Ukuthi ukuqulwa kwecala nesinqumo esikhishwe eNkantolo Yezimangalo Ezincane _____(indawo) ngaphansi kwenombolo yecala _____kubekwe eceleni;

2. okunye ukukhululeka

3. izindleko, uma zikhona.

157

YAZISA FUTHI ukuthi Incwadi efungelwe yomfakisicelo izosetshenziswa ukweseka lesi sicelo.

INCWADI EFUNGELWE ESEKELA ISAZISO SOKUBUYEKEZWA

---

1. Mina, osayine ngezansi

_____

(Bhala amagama aphelele nesibongo)

Ngalokhu ngenza isifungo futhi ngisho noma ngiqinisekisa ukuthi:

1.1 Ngingumfakisicelo kulolu daba kanye noMmangali noma Ummangalelwa (*susa noma yikuphi okungasebenzi*) odabeni olufakwe eNkantolo Yezimangalo Ezincane e_____(chaza indawo) ngaphansi kwenombolo yecala ethi_____.

1.2 Umphenduli kulolu daba Ummangali noma Ummangalelwa (*Susa noma yikuphi okungasebenzi*) odabeni okukhulunywe ngalo endimeni 1.1 ngenhla.

1.3 Amaqiniso avezwe lapha ngiyawazi futhi ngokwazi kwami kanye nenkolelo yami ayiqiniso futhi alungile.

2. Ngomhlaka _____(*isho usuku*), Inkantolo Yezimangalo Ezincane e _____ (*indawo*) ngaphansi kwenombolo yecala _____ ikhiphe isahlulelo esivuna Ummangali noma Ummangalelwa (*susa noma yikuphi okungasebenzi*) soku:

158

_____

_____

3. Ngifaka isicelo eNkantolo Ehloniphekile engenhla ukuba ibuyekeze ukuqulwa kwecala okuphethwe nguKhomishana _____ (*bhala igama nesibongo sikakhomishani*) ngalezi zizathu ezilandelayo:

3.1 ukungabi khona kwamandla enkantolo;

3.2 ukuba nentshisekelo kwimbangela;

3.3 ukuchema;

3.4 ububi;

3.5 ukwenziwa kwecala okukhulunywe ngalo esigabeni sama-46(b) soMthetho Wezinkantolo Zezimangalo Ezincane, we-1984 (uMthetho 61 we-1984); noma

3.6 ukungenzi ngendlela efanele mayelana nokuqulwa kwamacala (*susa noma yiziphi izindima ezingenhla ezingasebenzi bese ufaka amanishela eduze kwendima esusiwe*).

159

4. Izizathu, amaqiniso nezimo ezeseka isicelo sami zibhalwe ngezansi:

_____
_____
_____
_____
_____
_____
_____
_____
_____

NGAKHO-KE ngithandazela ukuthi iNkantolo inikeze umyalo noma imiyalo kwiSaziso Sokubuyekeza.

_____

UMFAKISICELO

Ngiyafunga ukuthi ufakazi ofungile uvumile ukuthi uyakwazi futhi uyakuqonda okuqukethwe yilesi sitatimende/mbhalo, esifungelwe/esiqinisekisiwe (*susa okungasebenzi*) futhi sasayinwa phambi kwami e-____ (indawo) ngomhlaka _____(usuku) ngaphansi kokuthotshelwa kwemithetho emenyezelwe kwiSaziso sikaHulumeni R. 1258 samhla zingama-21 kuJulayi 1972 (njengoba sichitshiyelwe).

_____

UKHOMISHANA WEZIFUNGO

IGAMA_____

IKHAPHASITHI _____

IKHELI _____

_____

Izigaba ezingezansi kufanele zigcwaliswe uhlangothi oluletha isibuyekezo. Uma isigcwalisiwe idokhumenti kufanele ifakwe kunobhala wenkantolo lapho ukuqulwa kwamacala eNkantolo Yezimangalo Ezincane bekuqhutshwa khona.

160

Qinisekisa ukuthi uyayigcina ikhophi yalo mbhalo ukuze uyigcine futhi uqinisekise ukuthi umabhalane wenkantolo uyayigxiviza ikhophi yakho.

_____

Umfakisicelo (uhlangothi oluletha isibuyekezo, *igama nesibongo uma kusebenza*):_____

Ikheli lomfakisicelo: _____

_____

_____

Ikheli lakho lemeyili *(uma unalo)*:_____

Inombolo yakho yocingo noma yeselula (*uma unayo)*: _____

Iya: Kumabhalane weNkantolo Yezimangalo Ezincane

_____ (*faka indawo)*

Ngesandla: Yamukelwe Ngumabhalane Wenkantolo Wezinkantolo Ezincane

ngomhlaka _____ enyangeni ka_____ 20__.

noma

Imeyili ngayinye: _____

161

Inombolo 13 –Isitatimende sikakhomishana ngokomthetho wama-26(6)

ENKANTOLO EPHAKEME YASENINGIZIMU AFRIKA
(_____UPHIKO)

Inombolo yecala_____/20___

Inombolo yecala lasenkantolo yezimangalo ezincane_____/20___

Odabeni oluphakathi kwa
_____Umfakisicelo kanye
_____Ummangalelwa

ISITATIMENDE SIKAKHOMISHANA

1. Mina, _____ (*amagama aphelele nesibongo*) ngingukhomishani ongamele odabeni olusungulwe eNkantolo Yezimangalo Ezincane e_____(*indawo*) ngaphansi kwenombolo yecala _____.

2. Ngisifundile isaziso sokubuyekezwa kanye nencwadi efungelwe yomfakisicelo futhi ngiphendula ngale ndlela kwizinsolo ezenziwe ngumfakisicelo:

_____
_____
_____
_____
_____

162

ISAYINWE E _____

NGO_____

_____

UKHOMISHANA

Lesi sitatimende kufanele sifakwe kunobhala wenkantolo lapho ukuqulwa kwamacala eNkantolo Yezimangalo Ezincane kwakuqhutshwa khona.

Iya: Kumabhalane weNkantolo Yezimangalo Ezincane

_____(*faka indawo)*

Ngesandla: Yamukelwe Ngumabhalane Wenkantolo Wezinkantolo Ezincane ngomhlaka _____ enyangeni ka_____ 20__.

noma

Imeyili ngayinye: _____

163

Inombolo 14 –Ukuchitshiyelwa, ukuhluka kanye nokwengezwa kwisaziso sokubuyekezwa ngokomthetho wama-26(7)

ENKANTOLO EPHAKEME YASENINGIZIMU AFRIKA

(_____UPHIKO)

Inombolo yecala_____/20___

Inombolo yecala lasenkantolo yezimangalo ezincane_____/20___

Odabeni oluphakathi kwa

_____Umfakisicelo kanye

_____Ummangalelwa

UKUCHITSHIYELWA, UKUHLUKA KANYE NOKWENGEZWA KWISAZISO SOKUBUYEKEZWA

---

1. Mina, osayine ngezansi

_____

(Bhala amagama aphelele nesibongo, uma kusebenza)

Ngalokhu ngenza isifungo futhi ngisho noma ngiqinisekisa ukuthi:

1.2 Ngifake isaziso sokubuyekeza odabeni olwasungulwa eNkantolo Yezimangalo Ezincane e-_____(*isho indawo*) ngaphansi kwenombolo yecala_____.

1.2 Amaqiniso avezwe lapha ngiyawazi futhi ngokwazi kwami kanye nenkolelo yami ayiqiniso futhi alungile.

164

2. *Ngokusukela kwisitatimende sikaKhomishana ngalokhu ngiyachibiyela, ngengeza noma ngishintsha isaziso sami sokubuyekeza kanye nencwadi efungelwe ngale ndlela (uma uchibiyela noma ushintsha isaziso sokubuyekeza kanye nencwadi efungelwe bhala ngezansi ukuthi yiziphi izindima esazisweni sokubuyekeza kanye nasencwadini efungelwe oyichibiyelayo futhi usho indima echitshiyelwe noma eguquliwe. Uma wengeza, vele usho imininingwane ofisa ukuyengeza):*

_____

_____

_____

_____

NGAKHO-KE ngithandazela ukuthi iNkantolo inikeze umyalo noma imiyalo kwiSaziso Sokubuyekeza.

_____

UMFAKISICELO

Ngiyaqinisa ukuthi ufakazi ofungile uvumile ukuthi uyakwazi futhi uyakuqonda okuqukethwe yilesi sitatimende, esifungelwe/esiqinisekisiwe (susa lokho okungasebenzi) futhi sasayinwa phambi kwami e____ (indawo) ngo-_____(usuku) ngaphansi kokuthotshelwa kwemithetho imithetho emenyezelwe kwiSaziso sikaHulumeni R. 1258 samhla zingama-21 kuJulayi 1972 (njengoba sichitshiyelwe).

_____

UKHOMISHANA WEZIFUNGO

IGAMA_____

IKHAPHASITHI _____

IKHELI _____

_____

Izigaba ezingezansi kufanele zigcwaliswe uhlangothi oluletha isibuyekezo. Uma isigcwalisiwe idokhumenti kufanele ifakwe kunobhala wenkantolo lapho ukuqulwa kwamacala eNkantolo Yezimangalo Ezincane bekuqhutshwa khona.

165

Qinisekisa ukuthi uyayigcina ikhophi yalo mbhalo ukuze uyigcine futhi uqinisekise ukuthi umabhalane wenkantolo uyayigxiviza ikhophi yakho.

_____

Umfakisicelo (uhlangothi oluletha isibuyekezo, *igama nesibongo uma kusebenza*):_____

Ikheli lomfakisicelo: _____

_____

_____

Ikheli lakho lemeyili *(uma unalo)*:_____

Inombolo yakho yocingo noma yeselula (*uma unayo)*: _____

Iya: Kumabhalane weNkantolo Yezimangalo Ezincane

_____ (*faka indawo)*

Ngesandla: Yamukelwe Ngumabhalane Wenkantolo Wezinkantolo Ezincane ngomhlaka _____ enyangeni ka_____ 20__.

noma

Imeyili ngayinye: _____

166

Inombolo 15 –Incwadi efungelwe ngokomthetho wama-26(9)

ENKANTOLO EPHAKEME YASENINGIZIMU AFRIKA

(_____UPHIKO)

Inombolo yecala_____/20___

Inombolo yecala lasenkantolo yezimangalo ezincane_____/20___

Odabeni oluphakathi kwa

_____Umfakisicelo

kanye

_____Ummangalelwa

INCWADI EFUNGELWE

1. Mina osayine ngezansi,

_____

(amagama aphelele nesibongo) ngingukhomishani ongamele udaba / ummangalelwa /_____ (*susa noma yikuphi okungasebenzi*) bese wenza isifungo futhi usho noma uqinisekise ukuthi:

2. Ngihlose ukuphikisa ukukhululwa okufunwa ngumfakisicelo futhi ngiphendula kanje ezinsolweni zakhe:

_____

_____

_____

_____

_____

_____

UFAKAZI OFUNGILE

167

Ngiyaqinisa ukuthi ufakazi ofungile uvumile ukuthi uyakwazi futhi uyakuqonda okuqukethwe yilesi sitatimende, esifungelwe/esiqinisekisiwe (susa lokho okungasebenzi) futhi sasayinwa phambi kwami e____ (indawo) ngo-_____(usuku) ngaphansi kokuthotshelwa kwemithetho imithetho emenyezelwe kwiSaziso sikaHulumeni R. 1258 samhla zingama-21 kuJulayi 1972 (njengoba sichitshiyelwe).

_____

UKHOMISHANA WEZIFUNGO

IGAMA_____

IKHAPHASITHI _____

IKHELI _____

Le ncwadi efungelwe kufanele ifakwe kunobhala wenkantolo lapho ukuqulwa kwamacala eNkantolo Yezimangalo Ezincane kwakuqhutshwa khona.

Iya: Kumabhalane weNkantolo Yezimangalo Ezincane

_____(*faka indawo)*

Ngesandla: Yamukelwe Ngumabhalane Wenkantolo Wezinkantolo Ezincane ngomhlaka _____ enyangeni ka_____ 20__.

noma

Imeyili ngayinye: _____”

168

ISITHASISELO 2
IZINDLEKO

INGXENYE I
Izimali zenkantolo

Ngekhophi yerekhodi elenziwe umabhalane wenkantolo-

ikhophi ngayinye yekhasi elingu-A4 noma ingxenye yalo: R1,00.”.

“**INGXENYE II**
Izimali kanye nezindleko zokuhamba zosherifu

1. *(a)* Ukuze kuhanjiswe amasamanisi, okuhlanganisa nokubhaliswa kwamasamanisi lapho ehanjiswe khona, uhambo lokuya nokubuya lapho kuhanjiswa khona amasamanisi.

—

(i) ebangeni eliphakathi kwamakhilomitha ayisi-6 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R45,00;

(ii) ebangeni eliphakathi kwamakhilomitha ayi-12 kodwa ngaphezu kwamakhilomitha ayisi-6 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R51,00;

(iii) ebangeni eliphakathi kwamakhilomitha angama-20 kodwa ngaphezu kwamakhilomitha ayi-12 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R70,00.

(b) Ngomzamo wokuhambisa amasamanisi, okuhlanganisa ukubhaliswa kwamasamanisi lapho ehanjiswe khona, uhambo lokuya nokubuya endaweni okuzanywa ukuhanjiswa kuyo amasamanisi.—

(i) ebangeni eliphakathi kwamakhilomitha ayisi-6 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R37,50;

(ii) ebangeni eliphakathi kwamakhilomitha ayi-12 kodwa ngaphezu kwamakhilomitha ayisi-6 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R45,00;

(iii) ebangeni eliphakathi kwamakhilomitha angama-20 kodwa ngaphezu kwamakhilomitha ayi-12 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R63,00

2. *(a)* Ngokwenziwa kwencwadi yemvume, okuhlanganisa ukubhaliswa kwayo ngeskhathi yamukelwa ukuze iqaliswe, uhambo lokuya nokubuya endaweni yokwenziwa kwencwadi yemvume. —

(i) ebangeni eliphakathi kwamakhilomitha ayisi-6 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R63,00;

(ii) ebangeni eliphakathi kwamakhilomitha ayi-12 kodwa ngaphezu kwamakhilomitha ayisi-6 ukusuka enkantolo yesifunda lapho usherifu aqokelwe khona: R70,00;

(iii) ebangeni eliphakathi kwamakhilomitha angama-20 kodwa ngaphezu kwamakhilomitha ayi-12 ukusuka enkantolo yesifunda lapho usherifu aqokelwe khona: R87,50.

(b) Ngomzamo wokwenziwa kwencwadi yemvume, okuhlanganisa nokubhaliswa kwayo ngeskhathi yamukelwa ukuze iqaliswe, uhambo lokuya nokubuya endaweni yokuzama ukwenziwa kwencwadi yemvume. —

(i) ebangeni eliphakathi kwamakhilomitha ayisi-6 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R52,00;

(ii) ebangeni eliphakathi kwamakhilomitha ayi-12 kodwa ngaphezu kwamakhilomitha ayisi-6 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R63,00;

(iii) ebangeni eliphakathi kwamakhilomitha angama-20 kodwa ngaphezu kwamakhilomitha ayi-12 ukusuka enkantolo yesifunda lapho usherifu eqokelwe khona: R79,50.

(c) Lapho incwadi yemvume ingeyokuxosha umuntu endaweni yokuhlala, enye imali engu-R25,50 iyokhokhwa ngemva kokwenziwa kwayo kumuntu ngamunye ngaphezu kwalowo oshiwo noma okukhulunywe ngaye encwadini yemvume egunyaza ukukhishwa ezakhiweni ezihlukene: Kuncike ekutheni lapho isevisi yenziwa khona kunoma yimuphi omunye umuntu ngaphandle kohlangothi olulahlwe icala, iyadingeka ukuze kuqedelwe ukuqaliswa, izimali ezishiwo ephuzwini 1*(a)* zingakhokhiswa ngaleyo sevisi.

3. *(a)* Usherifu, ngaphezu kwezimali ezishiwo ephuzwini 1(a), 1(b), 2(a) kanye no 2(b) kodwa ngokuya ngendima (b) kanye no (c), avunyelwe imali yokuhamba engu-R6,00 ngekhilomitha, noma ingxenye yalo, ekuhambeni okufushane kokuya nokubuya usuka ehhovisi likasherifu ukuya endaweni yesevisi noma yokuqaliswa nokubuya.

(b) Isibonelelo sokuhamba esibalulwe kuhlamvu 3 no-4 sizobalwa ngebanga elibalwe nehhovisi likasherifu uma—

(i) ihhovisi likasherifu lisendaweni engaphansi kwegunya elinikezwe usherifu nguNgqongqoshe; futhi

(ii) ibanga lokusuka ehhovisi likasherifu lingaphansi kwebanga elibalwe ukusuka endlini yenkantolo eseduze nekheli lokwenziwa kwesevisi.

(c) Uma imfuno ephuzwini 3*(b)* ingafinyelelwanga, ngakho isibonelelo sokuhamba esishiwo emaphuzwini 3(a) kanye no-4(a) sizobalwa ngebanga elibalwe ukusuka endlini yenkantolo eseduze nekheli lokwenziwa kwesevisi.

4. *(a)* Maqondana nokukhishwa kwanoma yimuphi umsebenzi osemthethweni ngaphandle kwalowo oshiwo emaphuzwini 1 no-2, kodwa kuncike ephuzwini 3*(b)* kanye no *(c)*, isibonelelo sokuhamba senani elingu-R6,00 ikhilomitha ngalinye, noma ingxenye yalo, iyokhokhwa kusherifu ngokuya nokubuya.

(b) Isibonelelo sokuhamba sizobandakanya zonke izindleko ezibe khona ohambweni, okuhlanganisa nemali yokugibela isitimela.

(c) Isibonelelo sokuhamba sizobalwa maqondana nesevisi ngayinye ehlukene, ngaphandle—

(i) lapho amasevisi angaphezu kweyodwa engenziwa ohambweni olufanayo, ibanga ukusuka ehhovisi likasherifu ukuya endaweni yokuqala yokwenza isevisi lingacatshangelwa kanye kuphela, futhi lizokwabelwa ngokulinganayo kuma sevisi afanele, kanye nebanga ukusuka endaweni yokuqala yokwenza isevisi kuya ezindaweni ezisele zokwenza isevisi nayo izokwabelwa ngokulinganayo kumasevisi asele; futhi

(ii) lapho isevisi yenqubo efanayo kufanele yenziwe ngusherifu kubantu abangaphezu koyedwa ekhelini elifanayo lendawo ekuyokwenziwa kuyo isevisi, yinye kuphela imali yokuhamba eyovunyelwa.

172

5. Ekukhishweni kommangalelwa ezakhiweni ezishiwo encwadini yemvume yokukhishwa: u-R22,50 imizuzu yokuqala engama-30 bese emva kwalokho u-R67,50 ngehora noma ingxenye yalokho.

6. Ukwengeza ezinkokhelweni ezinqunyiwe, usherifu uzoba nelungelo lokukhokhisa inani elikhokhwe nguye maqondana nezingcingo.

7. Ukubhalwa kwencwadi edingekayo, ifeksi noma i-imeyili, ngaphandle kwezincwadi ezisemthethweni ezihambisana nenqubo noma izimbuyiselo kumuntu onentshisekelo kulolu daba: R11,00.

8. Ukuze kwenziwe amakhophi emibhalo edingekayo ehambisana nenqubo esingathwa ngusherifu: R5,00 ikhophi ngayinye kasayizi we-A4.

9. Uma kudingekile ukuthi usherifu abuyisele kumgunyazi inqubo akayithola ukuze kwenziwe isevisi noma aqalise ngoba

—

(a) ikheli lalapho kwenziwa khona isevisi elivela kwinqubo alingeni ngaphansi kwamandla akhe;

(b) umgunyazi ucela, ngaphambi kokuzanywa kwesevisi noma ukwenziwa kwenqubo, ukuthi ibuyiselwe kuye: imali eyi-R11,00.

10. *(a)* Ukuthumela nokwamukela ifeksi ngayinye edingekayo noma i-imeyili: R6,50.

(b) Ukwengeza ezinkokhelweni ezinqunyiwe, usherifu uzoba nelungelo lemali ekhishelwe ukuposa, ukuthunyelwa kwamafeksi kanye nokuthunyelwa kwezokuxhumana nge-inthanethi.”

NON-GOVERNMENTAL ORGANIZATION

NO. R. 2574 **7 October 2022**

LABOUR RELATIONS ACT, 1995 (ACT NO 66 of 1995), as amended
COMMISSION FOR CONCILIATION, MEDIATION AND ARBITRATION

TARIFF OF FEES

The Governing Body of the Commission for Conciliation, Mediation and Arbitration hereby repeals the Tariff of Fees published in terms of the Labour Relations Act 66 of 1995 as amended under the Government Notice No.43376 of 01 June 2020.
No. R. 616

LABOUR RELATIONS ACT, 1995 (ACT NO 66 of 1995), as amended
COMMISSION FOR CONCILIATION MEDIATION AND ARBITRATION
TARIFF OF FEES

Under section 123 (3) of the Labour Relations Act 66 of 1995, as amended, the Commission for Conciliation, Mediation and Arbitration hereby publish the tariff of fees as established by the Governing Body in the Annexure effective from **1 SEPTEMBER 2022.**

Annexure

The Commission may charge a fee in accordance with the tariff shown in Column 3 of Table 1 for a purpose listed in Column 2 of that Table.

TABLE 1 – TARIFF OF FEES

	SERVICE	**TARIFF OF FEES** (per day or part thereof)
1.	Training and Advice in terms of 115 (3)	R3 213.50 – R 7 301.73
1A	**PLUS** Administration fee for the coordination and / or preparation of training and training material to be delivered in terms of item 1 to this Tariff of Fees and section 115(3) of the LRA	All direct variable costs. **PLUS**, 8% of the total direct fixed and variable costs.

This gazette is also available free online at **www.gpwonline.co.za**

2.	Conducting, overseeing or scrutinizing any election of ballot of a registered trade union or registered employers' organization in terms of S123(1)(b) of the LRA.	R3 213.50 – R 7 301.73 **PLUS**, All direct variable costs. **PLUS**, 8% of the total direct fixed and variable costs.
2A	Sale of CCMA publications developed for purposes of executing discretionary functions in terms of section 115 of the LRA.	All direct variable costs. **PLUS**, 8% of the total direct fixed and variable costs.
3.	Costs where a dismissal is found to be unfair only because the employer did not follow a fair procedure in terms of S140 (2) of the LRA.	R3 213.50 – R 7 301.73
4.	Resolving a dispute about the interpretation or application of a collective agreement under S147 (1) of the LRA.	R3 213.50 – R 7 301.73 **PLUS**, All direct variable costs. **PLUS**, 8% of the total direct fixed and variable costs.
5.	Resolving a dispute between parties to a council of the council's dispute resolution procedure are not operative in terms of S147 (2) of the LRA.	R3 213.50 – R 7 301.73 **PLUS**, All direct variable costs. **PLUS**, 8% of the total direct fixed and variable costs.
6.	Resolving a dispute between parties who fall within the registered scope of a council if the council's dispute resolution procedures are not operative in terms of S147(3) of the LRA.	R3 213.50 – R 7 301.73 **PLUS**, All direct variable costs. **PLUS**, 8% of the total direct fixed and variable costs.
7.	Resolving a dispute between parties to a collective agreement in terms S147 (5) of the LRA.	R3 213.50 – R 7 301.73 **PLUS**, All direct variable costs. **PLUS**, 8% of the total direct fixed and variable costs.
8.	Resolving a dispute by inquiry by arbitrator in terms of S188A	R3 213.50 – R 7 301.73 **PLUS**, All direct variable costs. **PLUS**, 8% of the total direct fixed and variable costs.

Kedibone Sharon Mashaakgomo
Kedibone Sharon Mashaakgomo
16/08/2022 09:24:12(UTC+02:00)
Signed by Kedibone Sharon Mashaakgomo, kedibonem@ccma.org.za
SIGNIFLOW.COM

Mthembeni Ncanana
Mthembeni Ncanana
17/08/2022 15:53:40(UTC+02:00)
Signed by Mthembeni Ncanana, mthembenin@ccma.org.za
SIGNIFLOW.COM

This gazette is also available free online at **www.gpwonline.co.za**

SOUTH AFRICAN REVENUE SERVICE

NO. R. 2575 **7 October 2022**

CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 2 (NO. 2/1/65)

In terms of section 56 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 2 to the said Act is hereby amended, **with retrospective effect from 3 December 2021,** to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution of the following:

Item	Tariff Heading	Code	CD	Description	Rebate Items	Imported from or Originating in	Rate of Anti-dumping duty
215.02	7324.10	03.06	64	Sinks of stainless steel (excluding that manufactured or produced by Foshan Taijing Chuanger Metal Products Co. Ltd.)	301.00-399.00; 401.00-499.00	China	221%

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 2575 **7 Oktober 2022**

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 2 (NO. 2/1/65)

Kragtens artikel 56 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 2 by bogenoemde Wet hiermee gewysig, **met terugwerkende krag vanaf 3 Desember 2021**, in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van die volgende:

Item	Tariefpos	Kode	TS	Beskrywing	Kortingitems	Ingevoer vanaf of Oorspronklik van	Skaal van Anti-dumpingreg
215.02	7324.10	03.06	64	Wasbakke van vlekvrye staal (uitgesonderd dié vervaardig of geproduseer deur Foshan Taijing Chuanger Metal Products Co. Ltd.)	301.00-399.00; 401.00-499.00	China	221%

SOUTH AFRICAN REVENUE SERVICE

NO. R. 2576 **7 October 2022**

GENERAL EXPLANATORY NOTE:

[ ] Words that are between square brackets and in bold typeface, indicate deletions from the existing rules

_____ Words that are underlined with a solid line, indicate insertions in the existing rules

---

CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF RULES

Under sections 44 and 120 of the Customs and Excise Act, 1964 (Act No. 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995, are herewith amended to the extent set out in the Schedule hereto.

EDWARD CHRISTIAN KIESWETTER
COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

SCHEDULE

Amendment of rule 00.05

1. Rule 00.05 is hereby amended-

(a) by the substitution in paragraph *(e)* for subparagraph (iii) of the following subparagraph:

"(iii) SAD 502 – Customs Declaration Form (Transit Control and Transport for Examination), which must be used when transit goods are **[cleared]** entered for transit movement (**[clearance]** entry of goods in transit or goods moving from a warehouse facility across the South African borders), including when containerized transit goods are to be transported by a licensed remover of goods in bond for purposes of

This gazette is also available free online at **www.gpwonline.co.za**

examination as contemplated in section 4(8A) read with section 44(5)*(e)*;" and

(b) by the substitution in paragraph *(e)* for subparagraph (v) of the following subparagraph:

"(v) SAD 505 – Customs Declaration Form (Bond, Transit Control and Transport for Examination), which must be **[completed]** used –

(aa) when bonded goods are moved inland or across the BLNS borders (place of landing (entry)) to a warehouse or between warehouses or from a warehouse to a place of exit, including when containerized bonded goods are to be transported by a licensed remover of goods in bond for purposes of examination as contemplated in section 4(8A) read with section 44(5)*(e)*; or

(bb) when containerized goods are entered for home consumption and the person entering the goods wishes to appoint a licenced remover of goods in bond to transport such goods in the event that the goods are stopped for examination as contemplated in section 4(8A) read with section 44(5)*(e)*; and".

Insertion of rule

2. The following rule is hereby inserted after rule 44.04:

"44.05 If, as envisaged in section 44(5)*(e)*, a person entering imported containerized goods for any purpose, chooses to appoint a licenced remover of goods in bond to transport such goods in the event that the goods are stopped for examination as contemplated in section 4(8A), that person shall when entering the goods in terms of these rules –

(a) make use of the applicable combination of SAD forms as may be prescribed for the particular purpose in the rules, namely form SAD 500 and additionally either form SAD 502 or SAD 505 as referred to in rule 00.05*(e)*(iii) or (v), depending on the circumstances; and

(b) furnish particulars relating to that licensed remover as may be required on the applicable additional SAD form.".

This gazette is also available free online at **www.gpwonline.co.za**

Amendment to the Schedule to the Rules

3. Item 202.00 of the Schedule to the Rules is hereby amended by the substitution of the following forms:

"SAD 502 - Customs Declaration Form (TRANSIT CONTROL AND TRANSPORT FOR EXAMINATION)

SAD 505 - Customs Declaration Form (BOND, TRANSIT CONTROL AND TRANSPORT FOR EXAMINATION)"

This gazette is also available free online at **www.gpwonline.co.za**

SAD 502 - Customs Declaration Form (TRANSIT CONTROL AND TRANSPORT FOR EXAMINATION)

50. Importer or Exporter	TIN	51. Office code 52. Forms	53. Registration number and Date	54. Declarant Reference

55. Country of Commencement			63. Transit Country		
56. Guarantor Code and Name	57. Bond Number	58. Guarantee type	64. Guarantor Code and Name	65. Bond Number	66. Guarantee type
59. Remover Code and Name	60. Subcontractor Remover Code and Name		67. Remover Code and Name	68. Subcontractor Remover Code and Name	
61. Office of commencement	62. Office of exit		69. Office of entry	70. Office of exit	
I have verified the packages specified on this declaration and found them conform to the description given and that are undamaged Time limit Seals on means of transport on package intact affixed	Means of transport / packages exported with seals intact Time limit - within / exceeded National transit requirements satisfied		Means of transport / packages imported with seals intact Time limit Document checked Additional seals number NO YES	Means of transport / packages exported with seals intact Time limit - within / exceeded National transit requirements satisfied	
Signature and date stamp	Signature and date stamp		Signature and date stamp	Signature and date stamp	

71. Transit Country			79. Country of destination		
72. Guarantor Code and Name	73. Bond Number	74. Guarantee type	80. Guarantor Code and Name	81. Bond Number	82. Guarantee type
75. Remover Code and Name	76. Subcontractor Remover Code and Name		83. Remover Code and Name	84. Subcontractor Remover Code and Name	
77. Office of entry	78. Office of exit		85. Office of entry	86. Office of final destination	
Means of transport / packages imported with seals intact Time limit Document checked Additional seal numbers NO YES	Means of transport / packages exported with seals intact Time limit - within / exceeded National transit requirements satisfied		Means of transport / packages imported with seals intact Time limit Transferred to office of final Transit operation completed	Means of transport / packages imported with seals intact Time limit - within / exceeded Document checked Transit operation completed	
Signature and date stamp	Signature and date stamp		Signature and date stamp	Signature and date stamp	

SAD 505 - Customs Declaration Form (BOND, TRANSIT CONTROL AND TRANSPORT FOR EXAMINATION)

50. Importer or Exporter	TIN	51. Office code	53. Registration number and Date	54. Declarant Reference
		52. Forms		
56. Guarantor	TIN	57. Bond No. / PP No. & Office Code	59. Remover, code and name	60. Subcontractor Remover Code and Name
		58. Guarantee type	TIN	TIN

87. Declaration by Licensed Remover of goods in bond - Loading				88. Declaration by Warehouse Licensee / Master of Ship / Pilot - Delivery	
	Truck Horse	First Trailer	Second Trailer	Licensee of Customs and Excise Warehouse	TIN
Registration Number(s)					
Container Seal number(s)					
I …… (print name of driver) for above remover declare that I have received the *container / *package(s) and found them in good outward order and condition with seal(s) on container(s) as numbered on the SAD 500 form and / or road road manifest intact.				I ……(print name of authorised person) for above *warehouse licensee / *master of ship / *pilot declare that I have received the *container / *package(s) /*stores in good outward order and condition with seal(s) on container(s) as numbered on the SAD 500 form and / or road manifest intact.	
Signature		Date		Signature	Date

89. Declaration by Warehouse Licensee - Loading				90. Declaration by Warehouse Licensee / Master of Ship / Pilot - Delivery	
	Truck Horse	First Trailer	Second Trailer	Licensee of Customs and Excise Warehouse	TIN
Registration Numbers					
Container Seal number(s)					
I …… (print name of authorised person) for warehouse licensee declare that I have loaded the *container / *package(s) and found them in good outward order and condition with seal(s) on container(s) as numbered on the SAD 500 form and / or road manifest intact.				I …… (print name of authorised person) for above *warehouse licensee / *master of ship / *pilot declare that I have received the *container / *package(s) / *stores and found them in good outward order and condition with seal(s) on container(s) as numbered on the SAD 500 form and / or road manifest intact.	
Signature		Date		Signature	Date

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

This gazette is also available free online at **www.gpwonline.co.za**