

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 690 30 December Desember 2022 No. 47797

PART 1 OF 2

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

IMPORTANT NOTICE:

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

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

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

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

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

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

Fake Tenders

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

How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

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

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

- **08 December,** Thursday for the issue of Thursday **15 December 2022**
- **15 December,** Thursday for the issue of Friday **23 December 2022**
- **22 December,** Thursday for the issue of Friday **30 December 2022**
- **29 December,** Thursday for the issue of Friday **06 January 2023**
- **06 January,** Friday for the issue of Friday **13 January 2023**
- **13 January,** Friday for the issue of Friday **20 January 2023**
- **20 January,** Friday for the issue of Friday **27 January 2023**
- **27 January,** Friday for the issue of Friday **03 February 2023**
- **03 February,** Friday for the issue of Friday **10 February 2023**
- **10 February,** Friday for the issue of Friday **17 February 2023**
- **17 February,** Friday for the issue of Friday **24 February 2023**
- **24 February,** Friday for the issue of Friday **03 March 2023**
- **03 March,** Friday for the issue of Friday **10 March 2023**
- **10 March,** Friday for the issue of Friday **17 March 2023**
- **16 March,** Thursday for the issue of Friday **24 March 2023**
- **24 March,** Friday for the issue of Friday **31 March 2023**
- **30 March,** Thursday for the issue of Thursday **06 April 2023**
- **05 April,** Wednesday for the issue of Friday **14 April 2023**
- **14 April,** Friday for the issue of Friday **21 April 2023**
- **20 April,** Thursday for the issue of Friday **28 April 2023**
- **26 April,** Wednesday for the issue of Friday **05 May 2023**
- **05 May,** Friday for the issue of Friday **12 May 2023**
- **12 May,** Friday for the issue of Friday **19 May 2023**
- **19 May,** Friday for the issue of Friday **26 May 2023**
- **26 May,** Friday for the issue of Friday **02 June 2023**
- **02 June,** Friday for the issue of Friday **09 June 2023**
- **08 June,** Thursday for the issue of Thursday **15 June 2023**
- **15 June,** Thursday for the issue of Friday **23 June 2023**
- **23 June,** Friday for the issue of Friday **30 June 2023**
- **30 June,** Friday for the issue of Friday **07 July 2023**
- **07 July,** Friday for the issue of Friday **14 July 2023**
- **14 July,** Friday for the issue of Friday **21 July 2023**
- **21 July,** Friday for the issue of Friday **28 July 2023**
- **28 July,** Friday for the issue of Friday **04 August 2023**
- **03 August,** Thursday for the issue of Friday **11 August 2023**
- **11 August,** Friday for the issue of Friday **18 August 2023**
- **18 August,** Friday for the issue of Friday **25 August 2023**
- **25 August,** Friday for the issue of Friday **01 September 2023**
- **01 September,** Friday for the issue of Friday **08 September 2023**
- **08 September,** Friday for the issue of Friday **15 September 2023**
- **15 September,** Friday for the issue of Friday **22 September 2023**
- **21 September,** Thursday for the issue of Friday **29 September 2023**
- **29 September,** Friday for the issue of Friday **06 October 2023**
- **06 October,** Friday for the issue of Friday **13 October 2023**
- **13 October,** Friday for the issue of Friday **20 October 2023**
- **20 October,** Friday for the issue of Friday **27 October 2023**
- **27 October,** Friday for the issue of Friday **03 November 2023**
- **03 November,** Friday for the issue of Friday **10 November 2023**
- **10 November,** Friday for the issue of Friday **17 November 2023**
- **17 November,** Friday for the issue of Friday **24 November 2023**
- **24 November,** Friday for the issue of Friday **01 December 2023**
- **01 December,** Friday for the issue of Friday **08 December 2023**
- **08 December,** Friday for the issue of Friday **15 December 2023**
- **15 December,** Friday for the issue of Friday **22 December 2023**
- **20 December,** Wednesday for the issue of Friday **29 December 2023**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

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

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

EXTRA-ORDINARY

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

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at R**3026.32** per page.

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GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Closing Times for Acceptance of Notices

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

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

   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

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2912 **30 December 2022**

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO.22 OF 1994)

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE	: 6/2/2/D/984/0/0/4
CLAIMANT	**: Pesika Mfaxa (On behalf of Macibe and Msento Community**
PROPERTY DESCRIPTION	: Kentane Commonage Portion of Lot 19 and 20 in Centane Butterworth, Mnquma Local Municipality, Amathole District, Eastern Cape Province
EXTENT OF LAND	: 112 Hectares
TITLE DEED	:
DATE CLAIM SUBMITTED	: 13 October 1998
CURRENT OWNER	: Department of Rural Development and Land Reform

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within fourteen (90) days from the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Agriculture, Land Reform and Rural Development
PO Box 1375
East London
5200
Tel : 043 700 6000, Fax : 043 743 3687

Mr. L.H. Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2913 **30 December 2022**

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO.22 OF 1994)

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE	: 6/2/2/D/1004/0/0/49
CLAIMANT	: Austin Mqokeleli Mnyanda
PROPERTY DESCRIPTION	: Erf 268, Hamburg in Peddie, Ngqushwa Local Municipality in the District of Amathole, Eastern Cape
EXTENT OF LAND	: 595 m^2
TITLE DEED	: T 2316/2018
DATE CLAIM SUBMITTED	: 17/08/1995
CURRENT OWNER	: VLA Family Trust

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within fourteen (90) days from the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Agriculture, Land Reform and Rural Development
PO Box 1375
East London
5200
Tel : 043 700 6000, Fax : 043 743 3687



Mr. L.H. Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2914 **30 December 2022**

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO.22 OF 1994)

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

REFERENCE	: 6/2/2/D/1073/0/0/46
CLAIMANT	: Ms Caroline Kula(On behalf of Philemon Matoti)
PROPERTY DESCRIPTION	:Unsurveyed and Unregstered and arable land in Southeyville Location no. 26, also known as Lubisi Location under St Mark's District, situated in Cofimvaba, Intsika Yethu Municipality, Chris District Municipality, Eastern Cape Province
EXTENT OF LAND	: Residential 4.24 Hectares Arable: 2.57 Hectares
TITLE DEED	: None
DATE CLAIM SUBMITTED	: 8 December 1998
CURRENT OWNER	: Department of Agriculture Land Reform and Rural Development

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within fourteen (14) days from the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Agriculture, Land Reform and Rural Development
PO Box 1375
East London
5200
Tel : 043 700 6000, Fax : 043 743 3687



Mr. L.H. Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 1529 OF 2022

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING CONCIL FOR THE PRIVATE SECURITY SECTOR: EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice No R.193 of 20 February 2020 and R. 334 of 4 June 2021 by a further period ending **28 February 2027.**

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 14/12/2022

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR: UKWELULWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO ESIYINGQIKITHI

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthi isikhathi sokusebenza kwesivumelwano esinqunywe kwiSaziso sikaHulumeni esingunombolo R.193 womhlaka 20 kuNhlolanja 2020 kanye nesingunombolo R.334 womhlaka 4 kuNhlangulana 2021 sengeziwe ngesikhathi esiphela ngomhlaka **28 kuNhlolanja 2027.**

NUMZANA TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 14/12/2022

DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 1530 OF 2022

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Private Security Sector**, 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 2 March 2023 and shall remain in force until 28 February 2027.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 14/12/2022

UMNYANGO WEZEMISEBEBNZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR: UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **kwiNational Bargaining Council for the Private Security Sector,** ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela mhlaka 2 kuNdasa 2023 kuze kube isikhathi esiphela mhlaka 28 kuNhlolanja 2027.

NUMZANA TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 14/12/2022

NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR

THE SCHEDULE

"BARGAINING COUNCIL MAIN COLLECTIVE AGREEMENT"

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

THE SCHEDULE

in accordance with the provisions of the Labour Relations Act, 1995 (as amended),

made and entered into by and between the

Security Association of South Africa ("SASA")
South African National Security Employers Association ("SANSEA")
Consolidated Employers Organization ("CEO")
(hereinafter referred to as the "employers" or the "employers' organisation') of the one part,

and the

Abanqobi Workers Union ("AWU")
Democratic Transport Logistics and Allied Workers Union ("DETAWU")
Kungwini Amalgamated Workers Union ("KAWU")
National Security and Unqualified Workers Union ("NASUWU")
Professional Transport and Allied Workers' Union of South Africa ("PTAWU")
South African Algamated and Integrated Workers Union ("SAAIWU")
South African National Security and Allied Workers' Forum ("SANSAWF")
South African Transport and Allied Workers Union ("SATAWU")
(hereinafter referred to as the "trade union") of the other part, being the parties to the National Bargaining Council for the Private Security Sector

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1. SCOPE OF APPLICATION OF AGREEMENT

(1) This Agreement applies to all employers and all employees who are engaged in the Private Security Sector, as defined hereunder, in the Republic of South Africa.

"Private Security Sector" or "sector" means the sector in which the employers and employees are associated for the purposes of guarding or protecting fixed property, premises, goods, persons or employees, including monitoring and responding to alarms at premises which are guarded by persons or by electronic means, but excluding the assets-in transit to the extent that it falls under the registered scope of the National Bargaining Council for the Road Freight and Logistics Industry."

(2) (a) this agreement shall apply to employees for whom wages are prescribed in this agreement and to employers of such employees; and
(b) Other categories of employees , including car guards, In-house security officers, sub-contractors and other employees employed on non-standard service arrangements including fixed term contract agreements and disguised employment relationship such as self-employed security officers, who are deemed to be employees in terms of clause 21 and employers of such employees.

(3) The provisions of this schedule shall not apply to:

a a manager as defined in clause 3; and

b any employer or employee who is subject to a Sectoral Determination or an agreement of another bargaining council in the terms the Labour Relations Act, 1995 as amended.

(4) For the purposes of determining the salary rate applicable to an employee, the area where the employee performs the employee's duties shall be the area contemplated in tables 1, 2, 3 and 4 irrespective of whether or not the employer has an establishment in that area or not.

(5) Subject to the provisions of the National Keypoint Act, 1980, this agreement shall apply to employers and employees in the Private Security Sector who provide security services at National Key Points, as defined.

2. PERIOD OF OPERATION OF THE AGREEMENT

(1) This Agreement is binding on the parties to the Council and shall come into operation from the date as determined by the Minister and shall remain in force until 28 February 2027.

(2) Furthermore this agreement shall become binding and operational on non-party employees and employers once this agreement is extended by the Minister of Employment and Labour in terms of section 32 of the Act as determined by the Minister until 28 February 2027.

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3. DEFINITIONS

For the purpose of this agreement, unless the context otherwise indicates, any expression used in this Main Collective Agreement which is defined in the Labour Relations Act 66 of 1995 as amended , 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 66 of 1995, as amended from time to time

"actuary" means the actuary to the Fund appointed by the Board in terms of the rules.

"administrator" means an approved administrator of the fund in terms of section 13(b) of the Pension Fund Act, as amended from time to time and who has been appointed by the trustees of the fund in terms of the Pension Funds Act and the fund rules to administer the fund.

"area" includes any number of areas, whether or not closest.

"armed response duty" means the duty whereby a security officer, in the case of an emergency or alarm activation, may respond to a call from a client of a private security company, normally at the premises or property of the client.

"armed response officer" means a security officer who is remunerated at a minimum rate as for a Grade C security officer to conduct armed response duties, which shall include the driving of a motor vehicle in the performance of armed response duties.

"armed security officer" means a security officer who is remunerated at a minimum rate as for a Grade C security officer and who is required to utilise and is provided with a firearm in the course of his duties.

"artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to the employee by the Registrar of Manpower Training and conferring Artisan status on the employee in terms of that Act, and any other employee engaged in work normally performed by an Artisan except where specifically otherwise provided in this agreement.

"BCEA" means a provision of the Basic Conditions of Employment Act, No 75 of 1997.

"benefits" shall mean the death, disability and funeral benefits provided to members of the fund in terms of the fund rules.

"board" means the board of trustees of the fund elected in accordance with its rules and the Pension Fund Act.

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"canine/dog handler" means a security officer that is accredited and trained in accordance with the with the minimum standards in terms of the Government Gazette No. 19067 Notice 120, and Government Gazette 19740, Notice 15 and is required to have a dog escorted by the security officer on a specific shift.

"car guard/trolley guard" means an employee who guards vehicles and/or trolleys.

"casual employee" means an employee without a fixed contract of employment who works not more than 24 hours in any week.

"child" means a person who is under 18 years of age.

"clerical assistant" means an employee who is engaged in any one or more of the following duties:

(a) adding or subtracting, including making use of a machine;
(b) checking attendance registers or entering particulars in connection with employees who are absent or present or the time spent by employees on different tasks at establishments or places of employment;
(c) filing documents according to written instructions or a list, in any order;
(d) interpreting or translating languages;
(e) issuing passes or preparing certificates of service;
(f) issuing time cards;
(g) preparing time cards;
(h) recording particulars of annual or sick leave;
(i) recording particulars in registers;
(j) recording the engagement, dismissal or resignation of employees, including any necessary entries in an employee's file or documents; and
(k) transferring names and addresses from compiled documents to envelopes, labels or circulars otherwise than by means of a typewriter or computer.

"clerk" means an employee who is engaged in writing, typing or filing or in any other form of clerical work and includes a cashier, store man and a telephone switch-board operator, and who may make up money into specified amounts and place such money in envelopes or other containers, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work.

"contribution" means the combined amount of the employer and employee contribution to the Private Security Sector Provident Fund, as per clause 30(2), payable monthly to the fund by each employer in the sector in respect of each of his or her employees whose conditions of employment are governed by the Bargaining Council Main Collective Agreement.

"controller ("stock")" means an employee who controls or checks the issuing or receiving of uniforms, overalls, protective clothing, batons, handcuffs,

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flashlights, firearms, ammunition or other equipment and who may keep the necessary records.

"Control Centre Operator" and **"Communication Centre Operator"** means a security officer who is utilised in an administrative capacity in a control centre or communication centre and who may be called upon to perform any or all of the duties of a clerk.

"day" means a period of 24 consecutive hours reckoned from the time such employee usually commences work and daily has a corresponding meaning.

"driver" means an employee, other than a Security officer, grade A, B or C, who drives a motor vehicle, and for the purposes of this definition the expression **"drives a motor vehicle"** includes all periods during which an employee drives, all time spent on work connected with the vehicle or the load, and all periods during which the employee is obliged to remain at the post in readiness to drive.

"emergency work" means work that is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work.

"employee" means any person who works for another person or who in any manner assist in carrying on or conducting the business of an employer; and who receives, or is entitled to receive, any remuneration; and **"employed"** and **"employment"** have a corresponding meaning, and which also includes those persons who qualify to be deemed as employees in terms of this agreement and who do not fall under the jurisdiction of any other agreement or bargaining council agreement.

"employer" means any person (including created entities, corporate or un-incorporated) other than a person who is exempted in terms of sub clause 1(3) and of any other agreement or bargaining council agreement, who employs or provides work for any person in the Private Security Sector and remunerates him or permits any person in any manner whatsoever to assist him in the carrying on or conducting of his business and **"employ"** and **"employment"** shall have corresponding meanings.

"establishment" means the premises from which an employer conducts his business.

"experience" means, in relation to –

(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or industry or in the service of a local authority or the State; and

(b) a clerical assistant, the total period or periods of employment which an employee has had as a clerical assistant in any trade or industry or in the service of a local authority or the State.

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"fund" means the Private Security Sector Provident Fund ("PSSPF"), established in terms of Government Notice 306 of 13 March 2001, which is governed by the fund rules and the Pension Fund Act.

"general worker" means an employee who is inter alia engaged in any one or more of the following duties:

(a) affixing postage stamps to letters, parcels or other articles;
(b) affixing rubber stamps or serial numbers where discretion is not required;
(c) assisting an artisan by holding articles or tools or working with the artisan without making independent use of any tools;
(d) assisting on vehicles, otherwise than driving, guarding or repairing such vehicles, carrying, lifting, storing, moving, loading, unloading, opening or closing goods or parcels;
(e) cleaning or washing premises, doors, windows, equipment, tools, plant, machinery, furniture, vehicles, containers or other articles and including the polishing of floors, furniture or vehicles or the brushing of mats or the cleaning of mats by means of a machine;
(f) cooking rations or making tea or similar beverages for employees, including serving them, or making tea or other refreshments for the employer or the employer's guests, including the serving thereof;
(g) delivering or conveying messages, letters, goods or parcels on foot, or by any means excluding motor vehicles;
(h) feeding or tending animals;
(i) filling fuel tanks or filling or draining of oils sumps;
(j) gardening;
(k) oiling or greasing vehicles, plant or machinery;
(l) opening or closing doors or windows;
(m) pushing or pulling vehicles otherwise than by means of mechanical equipment;
(n) removing refuse or ashes;
(o) removing, replacing, changing wheels, tyres or tubes, or repairing or pumping tyres or tubes;
(p) removing, topping up or replacing batteries;
(q) replacing towels, soap or toilet paper;
(r) stamping or stencilling containers or parcels where discretion is not required;
(s) washing or ironing overalls, uniforms or protective clothing; and
(t) whitewashing, cleaning or disinfecting kennels, stables, outbuildings or toilets.

"goods" means any movable property, including but not limited to, money and other valuables belonging to or in the custody of the employer, that has to be guarded, protected or transported under guard.

"gross vehicle mass", in relation to a motor vehicle, means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority.

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"health insurance" means a type of insurance coverage that pays for health and medical expenses in accordance with the preferred supplier appointed by the NBCPSS terms and conditions, specific insurance plan and regulations.

"handyman" means an employee, other than an apprentice or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment, and who may also effect minor repairs or renovations to buildings, but who does not do any work normally performed by an Artisan.

"heavy motor vehicle" means a motor vehicle the gross vehicle mass of which exceeds 9000 kg.

"hourly wage" means an employee's hourly equivalent wage, as calculated in terms of the formula set out in clause 4(5)(b).

"In-House Security officer" means a natural person:

a) who is employed by another person, business or entity not defined as security provider or a security service provider or including an organ of State, and who receives or is entitled to receive from such other person any remuneration, reward, fee or benefit, for rendering one or more security services; or
b) who assists in carrying on or conducting the affairs of another security service provider, and who receives or is entitled to receive from such other security service provider, any remuneration, reward, fee or benefit, as regards one or more security services; or
c) who or whose services are directly or indirectly made available by another security service provider to any other person, and who receives or is entitled to receive from any other person any remuneration, reward, fee or benefit for rendering one or more security services;

"law" includes the common law.

"learner" for the purposes of this agreement, means a natural person that was not in the employment of the employer party to the learnership agreement concerned when the agreement was concluded (unemployed learner) and who has entered into a written agreement with a security service provider who has registered a learnership with the relevant SETA and the learnership programme is accredited by the SETA which registration shall precede the commencement of the learnership and such learnership requires that the learner perform the functions and/or obtain workplace experience in performing the function of a security officer as defined.

"light motor vehicle" means a motor vehicle the gross vehicle mass of which does not exceed 3500 kg.

"local authority" means any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated

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in section 84(1)(f) of the Provincial Government Act, 1961, or in any other parliamentary legislation.

"manager" means an employee who is charged by an employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment and the employees engaged therein, but does not include any employee in the same establishment who relieves or acts for a manager during a manager's absence.

"medical practitioner" means a person entitled to practice as a medical practitioner in terms of the Medical, Dental and Supplementary Health ServiceProfessions Act, 1974 (Act No. 50 of 1974) as amended.

"member" means an employee who, having been admitted to membership of the fund in accordance with the rules of the fund and who has not ceased to be a member of the fund in terms of the rules of the Fund.

"midwife" means a person registered or enrolled to practice as a midwife in terms of the Nursing Act, 1978 (Act No. 50 of 1978) as amended.

"medium motor vehicle" means a motor vehicle the gross vehicle mass of which exceeds 3500 kg but not 9000 kg.

"mobile supervisor" means a security officer who is required to drive a motor vehicle between sites in the course of supervising, inspecting or controlling security officers.

"motor vehicle" means a self-propelled vehicle used for the transportation of goods, persons or dogs and includes a motorcycle and a motorised three wheeler.

"National Key-Point" means key-points as defined in the National Key Point Act 102 of 1980 and/or National Key Points Act and Strategic Installations Bill.

"night work" means work which is performed between the hours of 18:00 on one day and 06:00 the next day.

"ordinary hours of work" means the hours of work prescribed in clause 7 but if by agreement between an employer and employee the latter works a lesser number of ordinary hours, it means such shorter hours, and excludes any hours paid at a premium for work performed on a Sunday, public holiday or in respect of overtime.

"ordinary salary" means the employee's salary in respect of ordinary hours worked, excluding any premium amount paid for work on a Sunday, public holiday or in respect of overtime payable to an employee, or any allowances; and **"monthly salary"** shall have the same meaning.

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"overtime" means that portion of any period worked by an employee in any week or on any day which is longer than the maximum permissible weekly or daily ordinary hours of work, as the case may be, or in the case of averaging, the maximum average permissible hours of work over the period of the averaging.

"Pension Fund Act" means the Pension Fund Act No. 24 of 1956, as amended.

"PSSPF commencement date" means 1 November 2002;

"PSSPF rules" means the rules of the fund as amended by the trustees of the fund from time to time and registered with the registrar of pension funds in terms of the Pension Fund Act.

"PSSPF salary" means the salary used for the calculation of employer and employee contributions to the fund and is calculated as follows:

A X B X 4.333 where:

A = employee's ordinary hourly equivalent rate of pay, calculated in terms of clause 4(5) and
B = the maximum number of ordinary hours an employee is permitted to work at the ordinary rate of pay as per Bargaining Main Collective Agreement, or such lesser hours as may be agreed in writing between the employer and the employee or any reduced maximum ordinary hours an employee may work that may be legislated in terms of the Bargaining Council Main Collective Agreement or the Basic Conditions of Employment At, whichever is applicable.

"premises" means any land and any building or structure above or below the surface of any land.

"public holiday" means any day that is a public holidays in terms of the Public Holidays Act, 1994 (Act number 36 of 1994).

"qualified", in relation to an employee referred to in clause 3 in this agreement, means that the experience of an employee in the employee's class entitles the employee to the highest salary rate prescribed for that class of employees, and conversely, **"unqualified"** means that experience in the employee's class does not entitle the employee to such highest salary rate.

"remuneration" means any payment in money or kind, or both in money and kind, made or owing to any person in return for that person working for any other person, including the State, and **"remunerate"** has a corresponding meaning.

"Retirement Fund Act" means the Pension Fund Act, 1956 (Act No. 24 of 1956) as amended from time to time and the regulations thereunder.

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"rules" means the rules of the fund agreed by the board in accordance with the Retirement Fund Act.

"salary" means the amount of money paid or payable to an employee in respect of work performed; and **"wages"** has a corresponding meaning.

"screening officer" means every officer or guard at an airport or any other place who screen and search passengers or their luggage at a security checkpoint by means of electronic equipment.

"security officer" means a Security officer, grade A, B, C, D or E, including those performing Armed Response and National Key Point duties.

"security officer, grade A" means an employee who performs any one or more of the following duties:

(a) advising or reporting on any matter affecting guarding or protection services;
(b) assisting in the screening of candidates for employment;
(c) assuming responsibility for staff training;
(d) drawing money or cheques or taking possession of negotiable documents;
(e) drawing money at banks or similar institutions;
(f) guarding or protecting goods;
(g) supervising subordinate staff;
(h) who may drive a motor vehicle in the performance of any or all of the employee's duties; and
(i) who may be called upon to perform any or all of the duties of a security officer, grade B.

"security officer, grade B" means an employee who performs any one or more of the following duties, namely, supervising, controlling, instructing or training security officers, grade C, D or E or general workers and reporting thereon to anemployer or any other specified person, and who may –

(a) drive a motor vehicle in the performance of any or all of the employee's duties; and
(b) be called upon to perform any or all of the duties of a security officer, grade C.

"security officer, grade C" means an employee who performs any one or more of the following duties –

(a) supervising or controlling Security officers, grade D or E;
(b) driving a motor vehicle in the course of supervising or controlling Security officers grade D or E;
(c) driving a motor vehicle for the purpose of transporting Security officers;
(d) armed response; and
(e) who may be called upon to perform any or all of the duties of a security officer, grade D.

"security officer, grade D" means an employee who performs any one or more of the following duties –

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(a) controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
(b) searching persons and, if necessary, restraining them;
(c) supervising or controlling Security officers, grade E;
(d) searching goods or vehicles; and
(e) who may be required to perform any or all of the duties of a security officer, grade E.

"security officer, grade E" means an employee, other than a Security officer, grade D, who performs any one or more of the following duties –

(a) guarding, protecting or patrolling premises or goods;
(b) handling or controlling dogs in the performance of any or all of the duties referred to as a security officer

"spare and reliever" means an employee –

(a) Who reports for duty at a specified place and time; and
(b) Who must remain at the specified place for the duration of that shift, or who is required to replace any other employee who may be on scheduled time-off, annual leave or absent from duty, or who is required to perform duties at any place designated by the employer.

"short time" means a temporary reduction in the number of ordinary hours of work owing to a slackness of business in the trade, a breakdown of plant, machinery or equipment, or a breakdown or threatened breakdown of buildings.

"storeperson" means an employee, other than a controller (stock), who is in charge of incoming stock and who is responsible for receiving, storing, packing or unpacking stock in or for issuing stock from a store, warehouse or open stockyard.

"Sunday work" means any work performed where the relevant shift commences on a Sunday and where at least half of that shift is ordinarily performed on that Sunday.

"trustee" or **"trustees"** means a trustee or the trustees or their alternates elected or appointed in term of the fund rules.

"week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls.

4. REMUNERATION

(1) Minimum salary:

(a) The ordinary salary which an employer shall pay employees shall be as specified in the tables listed below.

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(i) The hourly equivalents reflected in the table hereunder shall be used solely for the calculation of time worked in excess of the ordinary hours or for the deduction of monies from the ordinary salary for short time as defined or for any unauthorized absenteeism or any reduced ordinary hours of work as may be agreed between the employer and the employee in terms of "overtime" as defined in the definitions.

(b) In respect of a learner contemplated in clause 3 and for the period when the learner performs the function of a security officer or obtains practical experience as a security officer at a workplace other than at a training centre where the learner may receive practical experience or perform similar duties than that of a security officer, then for that period the learner shall be paid, as a minimum and including for calculation purposes any stipend, at least the basic salary of a security officer Grade C or equivalent to the function performed for that period as prescribed in the tables below. During the aforesaid period, when the learner performs the function of a security officer and/or obtain work experience, the hours of work of a security officer as per clause 7(1)(a) shall apply.

(c) Subject to sub clause (a)(i) above, an employer shall pay to each member of the undermentioned classes of employees, other than casual employees, the minimum monthly salaries specified hereunder in Table 1, 2, 3 and 4 –

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Table 1 – Monthly salary rate for year 1 of date of operation of this agreement of this. Effective 01 March 2023 to 28 February 2024

	AREAS 1 & 2		AREA 3		
Magisterial Districts of	Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Gqeberha, Tswane, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg.	The "hourly equivalent" figure below shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.	All other areas	The "hourly equivalent" figure below shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.	Maximum permissable working hours per week for each respective category of employee, subject to clause 6(2), with regard to averaging of working hours
	Monthly Salary	**Hourly Rate**	**Monthly Salary**	**Hourly Rate**	
Artisan	R9 286.00	R47.6205	R8 193.00	R42.0154	45
Clerical Assistant	R5 197.00	R26.6513	R5 197.00	R26.6513	45
Clerk					
During the first tyear of experience	R5 356.00	R27.4667	R5 197.00	R26.6513	45
During the second year of Experience	R5 651.00	R28.9795	R5 197.00	R26.6513	
During the third year of experience	R5 909.00	R30.3026	R5 197.00	R26.6513	
Thereafter	R6 191.00	R31.7487	R5 364.00	R27.5077	
Control or Communication Centre Operator	As for the relevant security officer grading				48
Controller	As for Clerical Assistant				45
Driver of a -					
Light motor vehicle	R5 197.00	R26.6513	R5 197.00	R26.6513	
Medium motor vehicle	R5 516.00	R28.2872	R5 197.00	R26.6513	
Heavy motor vehicle	R5 729.00	R29.3795	R5 197.00	R26.6513	45
General Worker	R5 197.00	R26.6513	R5 197.00	R26.6513	45
Handyman	R5 671.00	R29.0821	R5 197.00	R26.6513	45
Security Officer					
Grade A	R6 907.00	R33.2067	R5 915.00	R28.4375	48
Grade B	R6 330.00	R30.4327	R5 499.00	R26.4375	
Grades C, D & E	R5 726.00	R27.5288	R5 499.00	R26.4375	
Employees not elsewhere specified	R5 197.00	R26.6513	R5 197.00	R26.6513	45

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Table 2 - Monthly salary rate for year 2 of date of operation of this agreement. Effective 01 March 2024 to 28 February 2025

	AREAS 1 & 2		AREA 3		
Magisterial Districts of	Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Gqeberha, Tswane, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg.	The "hourly equivalent" figure below shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.	All other areas	The "hourly equivalent" figure below shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.	Maximum permissable working hours per week for each respective category of employee, subject to clause 6(2), with regard to averaging of working hours
	Monthly Salary	**Hourly Rate**	**Monthly Salary**	**Hourly Rate**	
Artisan	R9 642.00	R49.4462	R8 549.00	R43.8410	45
Clerical Assistant	R5 553.00	R28.4769	R5 553.00	R28.4769	45
Clerk					
During the first tyear of experience	R5 712.00	R29.2923	R5 553.00	R28.4769	45
During the second year of Experience	R6 007.00	R30.8051	R5 553.00	R28.4769	
During the third year of experience	R6 265.00	R32.1282	R5 553.00	R28.4769	
Thereafter	R6 547.00	R33.5744	R5 720.00	R29.3333	
Control or Communication Centre Operator	As for the relevant security officer grading				48
Controller	As for Clerical Assistant				45
Driver of a -					
Light motor vehicle	R5 553.00	R28.4769	R5 553.00	R28.4769	
Medium motor vehicle	R5 872.00	R30.1128	R5 553.00	R28.4769	
Heavy motor vehicle	R6 085.00	R31.2051	R5 553.00	R28.4769	45
General Worker	R5 553.00	R28.4769	R5 553.00	R28.4769	45
Handyman	R6 027.00	R30.9077	R5 553.00	R28.4769	45
Security Officer					
Grade A	R7 277.00	R34.9856	R6 271.00	R30.1490	48
Grade B	R6 700.00	R32.2115	R5 855.00	R28.1490	
Grades C, D & E	R6 096.00	R29.3077	R5 855.00	R28.1490	
Employees not elsewhere specified	R5 553.00	R28.4769	R5 553.00	R28.4769	45

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Table 3 - Monthly salary rate for year 3 of date of operation of this agreement. Effective 01 March 2025 – 28 February 2026

Magisterial Districts of	AREAS 1 & 2		AREA 3		
	Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Qeqeberha, Tswane, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg.	The "hourly equivalent" figure below shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.	All other areas	The "hourly equivalent" figure below shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.	Maximum permissable working hours per week for each respective category of employee, subject to clause 6(2), with regard to averaging of working hours
	Monthly Salary	Hourly Rate	Monthly Salary	Hourly Rate	
Artisan	R10 043.00	R51.5026	R8 950.00	R45.8974	45
Clerical Assistant	R5 954.00	R30.5333	R5 954.00	R30.5333	45
Clerk					
During the first tyear of experience	R6 113.00	R31.3487	R5 954.00	R30.5333	45
During the second year of Experience	R6 408.00	R32.8615	R5 954.00	R30.5333	
During the third year of experience	R6 666.00	R34.1846	R5 954.00	R30.5333	
Thereafter	R6 948.00	R35.6308	R6 121.00	R31.3897	
Control or Communication Centre Operator	As for the relevant security officer grading				48
Controller	As for Clerical Assistant				45
Driver of a -					
Light motor vehicle	R5 954.00	R30.5333	R5 954.00	R30.5333	
Medium motor vehicle	R6 273.00	R32.1692	R5 954.00	R30.5333	
Heavy motor vehicle	R6 486.00	R33.2615	R5 954.00	R30.5333	45
General Worker	R5 954.00	R30.5333	R5 954.00	R30.5333	45
Handyman	R6 428.00	R32.9641	R5 954.00	R30.5333	45
Security Officer					
Grade A	R7 695.00	R36.9952	R6 672.00	R32.0769	48
Grade B	R7 118.00	R34.2212	R6 256.00	R30.0769	
Grades C, D & E	R6 514.00	R31.3173	R6 256.00	R30.0769	
Employees not elsewhere specified	R5 954.00	R30.5333	R5 954.00	R30.5333	45

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Table 4 - Monthly salary rate for year 4 of date of operation of this agreement. Effective 01 March 2026 – 28 February 2027

Magisterial Districts of	AREAS 1 & 2		AREA 3		Maximum permissable working hours per week for each respective category of employee, subject to clause 6(2), with regard to averaging of working hours
	Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Gqeberha, Tswane, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg.	The "hourly equivalent" figure below shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.	All other areas	The "hourly equivalent" figure below shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.	
	MontHourly Salary	**Hourly Rate**	**MontHourly Salary**	**Hourly Rate**	
Artisan	R10 513.00	R53.9128	R9 420.00	R48.3077	45
Clerical Assistant	R6 424.00	R32.9436	R6 424.00	R32.9436	45
Clerk					45
During the first year of experience	R6 583.00	R33.7590	R6 424.00	R32.9436	
During the second year of Experience	R6 878.00	R35.2718	R6 424.00	R32.9436	
During the third year of experience	R7 136.00	R36.5949	R6 424.00	R32.9436	
Thereafter	R7 418.00	R38.0410	R6 591.00	R33.8000	
Control or Communication Centre Operator	As for the relevant security officer grading				48
Controller	As for Clerical Assistant				45
Driver of a -					
Light motor vehicle	R6 424.00	R32.9436	R6 424.00	R32.9436	
Medium motor vehicle	R6 743.00	R34.5795	R6 424.00	R32.9436	
Heavy motor vehicle	R6 956.00	R35.6718	R6 424.00	R32.9436	45
General Worker	R6 424.00	R32.9436	R6 424.00	R32.9436	45
Handyman	R6 898.00	R35.3744	R6 424.00	R32.9436	45
Security Officer					48
Grade A	R8 184.00	R39.3462	R7 142.00	R34.3365	
Grade B	R7 607.00	R36.5721	R6 726.00	R32.3365	
Grades C, D & E	R7 003.00	R33.6683	R6 726.00	R32.3365	
Employees not elsewhere specified	R6 424.00	R32.9436	R6 424.00	R32.9436	45

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(2) Casual employees

An employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by the employee on any day other than a paid Public holiday or a Sunday not less than the hourly wage as calculated in terms of clause 4(5)(b) for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do, plus 15 percent, or not less than the hourly wage or hourly equivalent of the salary actually being paid to the ordinary employee, whichever is the greater amount –

Provided that

(i) for the purposes of this paragraph the expression "the ordinary employee" means the employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest salary for that class of work; and

(ii) where the employer requires the casual employee –

(aa) to perform the work of a class of employee for whom salaries on a rising scale are prescribed, the expression **"hourly wage"** shall mean the hourly equivalent wage prescribed for a qualified employee of that class; and

(ab) to work for a period of less than four hours on any day, the employee shall be deemed to have worked four hours and be remunerated accordingly.

(3) Basis of contract:

For the purposes of this clause, the contract of employment of an employee, other than a casual employee, shall be on a weekly basis.

(4) Differential salary:

An employer who requires or permits a member of one class of employee to perform for longer than one hour on any day, either in addition to the employee's own work or in substitution therefore, work of another class for which –

(a) Salary is higher than that of the employee's own class is prescribed in clause 4(1), shall pay to such employee in respect of that day not less than the daily equivalent calculated at the higher rate; or

(b) a rising scale of remuneration resulting in a salary higher than that of the employee's own class, as prescribed in sub clause 4(1), shall pay to such employee in respect of that day not less than the daily salary calculated on the notch in the rising scale immediately above the salary which the employee was receiving for the employee's ordinary work: provided that –

(aa) this sub clause shall not apply where the difference between the classes in terms of sub clause 4(1) is based on experience; and

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(ab) unless expressly otherwise provided in a written contract between the employer and employee, nothing in this agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower salary is prescribed for such an employee.

(5) Calculation of salary

The ordinary salary, overtime and Sunday time of an employee, other than a casual employee, shall be calculated on a monthly basis and an employee shall be paid accordingly.

(a) The monthly salary of an employee shall be as stipulated in the relevant column of the tables 1, 2, 3 and 4; and

(i) Any hours in excess of the maximum daily or weekly ordinary hours or, if applicable, average weekly ordinary hours, as well as any hours in respect of work performed on a Sunday or public holiday, shall be calculated by using the formula below to determine the "hourly equivalent" figure and applying the relevant premium:

$$\frac{x}{y} \times \frac{3}{13}$$

Where: x = monthly salary as per clause 4(1)(b) defined in Table 1,2, 3 and 4.

and y = ordinary hours per week as per clause 7(1)

(b) The **"hourly equivalent"** figure shall not be used to calculate the employee's ordinary salary in respect of ordinary hours worked, i.e., the employee's basic salary.

(6) Allowances

(a) Special Allowances

The following allowances shall be paid per shift, to each employee performing the following duties, on condition that no employee shall be entitled to accumulate more than any two of these special allowances in respect of any shift worked.

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Special Allowance	Year 1	Year 2	Year 3	Year 4
Mobile Supervisor	R8.50/shift	R9.50/shift	R9.50/shift	R10.50/shift
Armed Security Officer	R8.50/shift	R9.50/shift	R9.50/shift	R10.50/shift
Armed Response Officer	R8.50/shift	R9.50/shift	R9.50/shift	R10.50/shift
National Key Point Officer	R8.50/shift	R9.50/shift	R9.50/shift	R10.50/shift
Control Centre Operator	R8.50/shift	R9.50/shift	R9.50/shift	R10.50/shift
Canine/Dog Handler		R9.50/shift	R9.50/shift	R10.50/shift

(b) Night shift allowance

If at least half of the shift ordinarily falls between the hours of 18:00 on the one day and 06:00 the next day that employee will be entitled to and shall receive an allowance in respect of each night shift worked as below.

Night Shift Allowance	Year 1	Year 2	Year 3	Year 4
Night Shift Allowance	R6.00/shift	R7.00/shift	R7.00/shift	R8.00/shift

(c) Cleaning allowance

An employer who provides and requires and employee with uniform apparel, may require the employee to clean it in the employee's own time, in which event the employer shall pay the employee not less than the amounts specified below per month, which shall however not be payable during periods of absence from work.

Cleaning Allowance	Year 1	Year 2	Year 3	Year 4
Cleaning Allowance	R30.00/month	R31.00/month	R31.00/month	R32.00/month

(d) Transfer allowance

An employer shall pay a security officer a transfer allowance as specified below per month under the following circumstances –

(i) If the transfer is permanent, the employee shall be entitled to the transfer allowance for a period of not more than 12 (twelve) months after the date of transfer;

(ii) If the employee is transferred for a period exceeding six months but not exceeding twelve months, he/she shall be entitled to receive the transfer allowance for the equivalent number of months as the transfer;

(iii) All transfer allowance payments are subject to the following conditions:

(aa) The employer requires the security officer to transfer on a permanent basis or for a period exceeding six months; and

(bb) The security officer is transferred to a site or other such business which is in excess of 60 kilometres away from the deployment of the security officer at the time of the transfer.

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(iv) This clause does not apply in the event:

(aa) of a transfer arising from an offer of alternate employment by the employer during a consultation process conducted in terms of section 189 of the Labour Relations Act (66 of 1995) as amended; or

(bb) that the transfer of the employee is the result of a request for such transfer by the employee.

Transfer Allowance	**Years 1, 2, 3 and 4**
Transfer allowance	R100.00/month

5. HEALTH INSURANCE

(1) As from the first year of this agreement, the Health Insurance shall continue to be applicable to security officers in all areas as defined in Tables 1, 2, 3 and 4 and payable each month.

(2) The contribution due by the employer shall however not be payable for periods of unauthorised absence from work and shall be calculated on a pro-rated basis. Any shortfall in the employer's contribution resulting from such unauthorised absenteeism shall be added to the security officer's contribution.

(3) As from the first year of this agreement the total premium contribution shall be R295.00. The employer shall contribute R172.50 and the security officer R122.50.

(4) Should there be any reduction in the total premium for health insurance the total reduced amount shall be divided equally between the employer and the security officer. For the duration of this agreement any increase of the total premium shall be devided equally between the employer and the security officer.

(5) Should the security officer wish to add any dependents, the cost for such dependents shall be solely for the cost of the security officer. The preferred service provider shall be responsible for the administration and shall advise the employer of the specific deduction for the dependents' additional premium.

(6) The employer shall be entitled to charge a 5% administration fee based on the premium of the additional dependents. The security officer's premium shall be excluded from the 5% administration fee.

6. PAYMENT OF REMUNERATION

(1) For employees, other than casual employees, an employer must pay to an employee any remuneration –

(a) in South African currency;

(b) daily, weekly, fortnightly or monthly; and

(c) in cash or by direct deposit in an account designated by the employee.

(2) Any remuneration paid in cash must be given to each employee –

(a) during the ordinary hours of work;

(b) within 15 minutes thereafter on the usual pay-day of the establishment for such employee, or

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(c) at such time as may have been agreed upon between such employee and the employer, which time shall fall during the ordinary hours of work of the establishment, but not later than 48 hours after the usual pay-day, or
(d) within 48 hours of termination of employment, weekends and public holidays excluded.

(3) Such amount, if payable in cash, shall be contained in a sealed envelope.

(4) An employer must give an employee, or make available digitally, a salary advice on which the following information is included in writing on each day the employee is paid –

(a) the employer's name and address;
(b) the employee's name or his number on the payroll, the employee's job category and grade;
(c) the period for which payment is made;
(d) the amount and purpose of any deductions made from the remuneration;
(e) the nett amount paid to the employee;
(f) the employee's rate of pay and overtime rate;
(g) the number of ordinary hours worked by the employee;
(h) the number of overtime hours worked by the employee;
(i) the number of hours worked by the employee on a Sunday during that period;
(j) the number of hours worked by an employee on a public holiday during that period; and
(k) the details of any other remuneration arising out of the employee's employment contract or in terms of an agreement to average working time in terms of the BCEA No 75 of 1997.

(5) The written information required in terms of sub clause (4) must be given to each employee at the workplaceor at a place agreed to by the employee or be made available digitally by the employer to the employee and such salary advice on which these particulars are recorded or such statement shall become the property of the employee:

Provided that –

(a) the particulars prescribed above may be recorded on a salary advice or digitally in accordance with sub section 4 which shall be set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

(b) the amount due to the employee may be paid into the employee's nominated building society or bank account, by manual or electronic funds transfer, by the employer, who shall, however, deliver to the employee the aforementioned statement, by hand or electronically.

(5A) Casual employees

An employer shall pay a casual employee the remuneration due to the employee in cash, EFT or electronic means on completion of each day's work:

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Provided that the employer may, at the request of such employee, pay the employee the remuneration at the end of that week or month, by mutual agreement.

(6) Premiums

Subject to any other law, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee; and

(a) repay any portion of the remuneration which was due to that employee; or

(b) acknowledge receipt of an amount greater than the remuneration actually paid to the employee.

(7) Purchase of goods

An employer shall not require an employee to purchase any goods from the employer or from any shop, place or person nominated by the employer.

(8) Accommodation, meals and rations and payment in kind:

An employer shall not, as a condition of employment, require an employee to accept accommodation, meals or rations from the employer or from any person or at any place nominated by the employer. An employer shall not, as a condition of employment, require an employee to receive any *in kind* form of payment in lieu of salaries or a part thereof.

(9) Spares or relievers:

If an employee works as a "spare" or "reliever", the employee will be employed on a full time basis, at the rate for the relevant category of employment, and the employer must pay the employee the amount that the employee would ordinarily have earned even if that employee had not been placed at a post.

(10) Deductions

An employer shall not levy any fines against an employee nor make any deductions from the employee's remuneration other than the following –

(a) Other than clause 6(10)(c), by agreement with the employee in writing, in respect of a debt specified in the agreement, or

(b) A deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(c) To reimburse the employer for loss or damage only if -

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(i) the loss or damage occurred in the course of employment and was due to the fault of the employee,

(ii) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deduction should not be made,

(iii) the total amount of the debt does not exceed the actual amount of the loss or damage, and

(iv) the total monthly deductions from the employee's remuneration in terms of this sub clause do not exceed one quarter of the employee's gross monthly remuneration in money.

(d) With the written consent of the employee, a deduction for any medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union, other than compulsory statutory deductions and/or contributions;

(e) Whenever the ordinary hours of work are reduced because of short time, a deduction not exceeding the amount of the employee's, other than a casual employee, hourly equivalent wage in respect of each hour of such reduction:

Provided that –

(i) such deduction shall not exceed one third of the employee's salary, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) no deduction shall be made in the case of short time arising from slackness of business, unless the employer has given an employee notice on or before the previous working day of the employer's intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given an employee notice on or before the previous day that no work will be available.

(f) With the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to the employee by the employer.

Provided that –

(i) any such deduction shall not exceed one third of the total remuneration due to the employee on the payday concerned;
(ii) no such deduction shall be made in respect of any period during which the employee's salary is reduced in terms of sub clause 10(e); Sub clause 10(f)(i) and (ii) shall not apply where the contract of employment is terminated.

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(g) A deduction in accordance with the provisions of clause 10(9); and

(h) any other deduction made at the written request of the employee and with the agreement of the employer: Provided that if the purpose of such deduction is the payment of any amount to any banking institution, building society, insurance business, registered financial institution, local authority, the State or any third party, the employer shall make such payment to such institution in accordance with the request of the employee within the timeframe indicated in such request, or where no timeframe is indicated, within one week.

7. ORDINARY HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

(1) An employer shall not require or permit an employee to work more ordinary hours of work than provided for from the date of implementation of this agreement –

(a) a security officer -

(i) 48 in any week; and

(ii) Subject to clause 7(1)(a)(i) 12 hours on any day.

(b) Any other category of employee; -

(i) 45 in any week; and

(ii) subject to subparagraph 7(1)(b)(i), in the case of an employee who normally works on –

(aa) not more than five days in a week, nine (9) on any day; and

(ab) more than five days in a week, eight (8) on any day.

(2) Averaging of Working Hours

Despite clause 7(1), the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months, in terms of a written agreement.

(a) An employer may not require or permit an employee who is a security officer to work more than –

(i) an average of 48 ordinary hours of work in a week over the agreed period; and

(ii) an average of ten hours overtime in a week over the agreed period.

(b) Any employee whose hours are averaged in terms hereof must be paid at the premium hourly rate in respect of all work performed on a Sunday or public holiday, as per clauses 9 and 10.

(c) Any employee whose hours are averaged in terms hereof will still take, and the employer shall grant, a weekly free period of at least 36 hours or a fortnightly free period of at least 60 hours in terms of clause 7(10).

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(3) Compressed working week

An agreement in writing may require or permit an employee to work up to 12 hours in a day, without receiving overtime pay. No such agreement may require or permit an employee to work –

(a) more than 48 ordinary hours in any week, with the exception of the arrangements in respect of security officers in terms of clause 7(1)(a);

(b) more than 10 hours overtime in any week; or

(c) on more than five days in any week.

(4) Meal intervals:

(a) An employer must give an employee who works continuously for more than five hours a meal interval of at least one continuous hour.

(b) During a meal interval an employee may be required or permitted only duties that cannot be left unattended and cannot be performed by another employee.

(c) An employee must be remunerated –

(i) for a meal interval in which the employee is required to work or is required to be available for work; and

(ii) For any portion of a meal interval that is in excess of 75 minutes, unless the employee lives on the premises at which the workplace is situated.

(d) For the purposes of sub clause (a), work is continuous unless it is interrupted by an interval of at least 30 minutes.

(e) An agreement in writing may –

(i) reduce the meal interval to not less than 30 minutes;
(ii) Dispense with a meal interval for an employee who works fewer than six hours.

(f) No deduction in respect of a meal interval shall reduce the employee's monthly salary, as specified in this agreement or any amendment thereto.

(5) Rest intervals

An employer shall grant to each employee, other than a driver or a security officer, a rest period of not less than 15 minutes as practicable in the middle of the first and second work periods of the day, and during which intervals such employee shall not be required or

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permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(6) Hours of work to be consecutive

Save as provided in sub clause 4, all hours of work of an employee on any day shall be consecutive.

(7) Night Work

(a) An employer may only require or permit an employee to perform night work if:

(i) the employee is compensated by the payment of an allowance, as per clause 4(6)(b); and
(ii) public or other transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.

(b) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must inform the employee in writing, or orally, if the employee is not able to understand a written communication, in a language that the employee 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 sub clause 7(7)(c).

(c) At the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards -

(i) before the employee starts, or within a reasonable period of the employee starting, such work; and
(ii) at appropriate intervals while the employee continues to perform such work.

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

(e) For the purposes of clause 7(7)(b), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or fifty times per year.

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(8) Limitation of overtime

The need to work overtime shall be at the sole discretion of the employer and an employer shall not require or permit an employee to work overtime otherwise than in terms of an agreement concluded by the employer with the employee and such overtime shall not exceed –

(a) 3 hours on any day; or
(b) 10 hours in any week.

Provided that the weekly limitation may be increased to 12 in terms of a written agreement between the employer and employee.

(9) Payment for overtime

An employer shall pay an employee who works overtime, of any nature, at a rate of not less than one and a half times the employee's hourly equivalent wage in respect of the total overtime period so worked by such employee.

(10) Rest periods

(a) An employer must allow an employee –
(i) a daily rest period of at least 12 consecutive hours between the normal ending and recommencing work; and
(ii) a weekly rest period of at least 36 consecutive hours.

(b) A daily rest period in terms of sub clause (10)(a) may, by written agreement, be reduced to 10 hours for an employee –
(i) who lives on the premises at which the workplace is situated; and
(ii) whose meal interval lasts for at least three hours.

(c) Despite sub clause (10)(a)(ii), an agreement in writing may provide for –
(i) a rest period of at least 60 consecutive hours every two weeks; or
(ii) an employee's weekly rest period to be reduced by up to eight hours in any week; if the rest period in the following week is extended equivalently.

(11) Exceptions

(a) Sub clauses (4), (5), (6) and (8) shall not apply to an employee while an employee is engaged in emergency work.

(b) Sub clause (4) shall not apply to an employee wholly or mainly engaged in the tending, feeding or cleaning of animals.

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8. ANNUAL BONUS

(1) An employer shall pay to every security officer, for each month that the employee was paid or entitled to be paid in respect of each completed 12 months of service with such employer, an annual bonus, subject to the conditions of sub clauses (2) and (3) calculated as follows:

$$\frac{(Ax12) - (BxC)}{12}$$

Where
A = Security officer's monthly salary at the date upon which the bonus is payable
B = Security officer's hourly equivalent rate of pay at the date upon which the bonus is payable
C = The number of hours worked short due to absenteeism and/or late coming; i.e. unauthorised absenteeism

Provided that –

(i) only unauthorised hours of absence shall be used in determining the figure "C" in the above formula;
(ii) any period of approved absence, including but not limited to, annual leave, sick leave; maternity leave, study leave, family responsibility leave and protected industrial action shall not be used to reduce the bonus payable in terms of this clause; and
(ii) any employee who is scheduled to perform duties as a spare and is not utilised for that shift shall suffer no detriment for the duration of the shift in the accumulation of his/her annual bonus.

(2) The annual bonus shall be paid on the anniversary of the security officer's date of employment with the employer unless the employer and a representative trade union and/or the security officer mutually agree in writing upon another date.

(3) The annual bonus shall be calculated as per sub clause (1) at the ordinary salary rate as at the date that the annual bonus falls due and paid to the security officer as per sub clause (2).

(4) In the event that the employee's contract of employment ends before the end of any subsequent 12 month cycle with then same employer, for any reason other than resignation or dismissal for misconduct, poor performance not related to incapacity or ill health, the employee must receive a prorated share of the bonus for the period of the year that he/she has worked.

9. COMPENSATION FOR WORK ON A PUBLIC HOLIDAYS

(1) An employer may not require an employee to work on a public holiday except in accordance with an agreement.

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(2) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay

(a) an employee who does not work on the public holiday, at least the salary that the employee would ordinarily have received for work on that day, already included in the monthly salary;
(b) an employee who does work on the public holiday-
(i) at least double the amount referred to in (a); or
(ii) if it is greater the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day

(3) If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to double the employee's ordinary salary for the period worked.

(4) An employer must pay an employee for a public holiday on the employee's usual payday.

(5) If a shift worked by an employee commences on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

(6) If the public holiday falls on a Sunday, the following Monday will be deemed to be the public holiday in lieu of the Sunday. The Sunday shall be remunerated at the relevant premium payment for that day.

(7) In terms of Section 2(2) of the Public Holidays Act (Act 36 of 1994), a public holiday is exchangeable for any other that is fixed by agreement or agreed to between the employer and the employee.

(8) Compensation to a casual employee for work on a public holiday:
(a) Whenever a casual employee works on a public holiday, the employer shall pay the employee in respect of the total period worked by the employee on such day an amount calculated at a rate of not less than double the hourly wage prescribed for a full-time employee in the same area who performs the same class of work as the casual employee is required to do.

Provided that where the employer requires a casual employee to –
(i) perform the work of a class of employee for whom salaries on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly equivalent wage for a qualified employee of that class as calculated in terms of clause 4(5)(b);

(ii) work for less than four hours on such a day, an employee shall be deemed to have worked for four hours.

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10. COMPENSATION FOR WORK ON A SUNDAY

(1) An employer must pay an employee who works on a Sunday at double the employee's salary for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and a half times the employee's salary for each hour worked.

(2) If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of sub clause (1) is less than the employee's ordinary daily salary, the employer must pay the employee the employee's ordinary daily salary.

(3) Despite sub clauses (1) and (2), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of sub clauses (1) and (2).

(4) An employer must grant paid time off in terms of sub clause (3) within one month of the employee becoming entitled to it.

(5) An agreement in writing may increase the period contemplated by sub clause (4) to 12 months.

(6) Compensation to a casual employee for work on a Sunday:

(a) Whenever a casual employee works on a Sunday, the employer shall pay the employee in respect of the total period worked by the employee on such day an amount calculated at a rate of not less than double the hourly wage prescribed for a full-time employee in the same area who performs the same class of work as the casual employee is required to do.

Provided that where the employer requires a casual employee -
(i) to perform the work of a class of employee for whom salaries on a rising scale is prescribed, the expression "hourly wage' shall mean the hourly equivalent for a qualified employee of that class as calculated in term of clause 4(5)(b);
(ii) to work for less than four hours on such a day, an employee shall be deemed to have worked for four hours.

(7) Payment

The remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to the employee not later than the normal pay-day immediately after the day in respect of which such remuneration is payable.

11. ANNUAL LEAVE

(1) In this clause "annual leave cycle" means the period of 12 months employment with the same employer immediately following –

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(a) an employee's commencement of employment; or
(b) the completion of that employee's prior leave cycle.

(2) The employer must grant an employee at least 21 consecutive days annual leave paid in accordance with sub clause (14) below, in respect of each annual leave cycle.

(3) The leave entitlement for any employee who has completed two years uninterrupted employment with the same employer, shall be increased to by three additional days paid annual leave.

(4) An employee is entitled to take leave accumulated in an annual leave cycle, in terms of sub clause (2), on consecutive days.

(5) An employer must grant, and an employee must take, annual leave not later than six months after the end of the annual leave cycle.

(6) An employer may not require or permit an employee to take annual leave during –
(a) any other period of leave to which an employee is entitled in terms of this agreement; or
(b) any period of notice of termination of employment.

(7) Despite sub clause (6), an employer must permit an employee, at the employee's written request, to take paid leave during a period of unpaid leave, subject to availability.

(8) An employer must pay an employee leave pay on the employee's usual payday.

(9) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave, calculated at the employee's rate of remuneration, granted to the employee at the employee's request during that leave cycle.

(10) An employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked.

(11) An employer may not require or permit an employee to work for the employer during any period of annual leave.

(12) Annual leave must be taken –
(a) in accordance with an agreement between the employer and the employee; or
(b) if there is no agreement in terms of sub clause (12)(a), at a time determined by the employer in accordance with this section.

(13) An employer may not pay an employee instead of granting paid leave in terms of this clause, except –

(a) upon termination of employment; and
(b) in accordance with clause 26(9).

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(14) An employer must pay an employee leave pay at least equivalent to the ordinary salary payable to the employee for the ordinary hours the employee would normally have worked during the period of annual leave, calculated at the employee's rate of remuneration immediately before the beginning of the period of annual leave, as per the following formula:

$$\text{"A"} \times \frac{\text{21 Consecutive days}}{\text{7 days per week}} = \text{"B"}$$

Where –

"A" equals the number of ordinary hours normally worked by the employee per week, and
"B" equals the number of paid leave hours entitlement

(15) An employee who has become entitled to a period of leave prescribed in sub clause (1), read with sub clause (9), and whose employment terminates before such leave has been granted and been taken, shall, upon such termination be paid the amount an employee would have received, in respect of the leave, had the leave been granted to the employee and taken by the employee as at the date of the termination, calculated in terms of sub clause (2).

12. SICK LEAVE

(1) In this clause "sick leave cycle" means the period of 36 months uninterrupted 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) During every sick leave cycle an employee is entitled to an amount of paid sick leave equal to the number of ordinary days the employee would ordinarily work during a period of six weeks.

(3) Despite sub clause (2), during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 ordinary days worked.

(4) During an employee's first sick leave cycle an employer may reduce the employee's sick leave entitlement to sick leave in terms of sub clause (2) by the number of days sick leave taken in terms of sub clause (3).

(5) Subject to clause 12, an employer must pay an employee for a day's sick leave –
(a) The ordinary salary the employee would have received, excluding any allowances; and
(b) on the employee's usual pay day.

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(6) An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this section if –

(a) the number of days of paid sick leave is increased at least commensurately with any
(b) reduction in the daily amount of sick pay; and
(c) the employee's entitlement to pay –
(i) for any day's sick leave is at least 75 per cent of the salary payable to the employee for the ordinary hours the employee would have worked on that day; and
(ii) for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of sub clause (2)

13. PROOF OF INCAPACITY

(1) An employer is not required to pay an employee in terms of clause 11 if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

(2) A medical certificate in terms of sub clause (1) must be issued and signed by –

(a) A medical practitioner; or
(b) 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.

14. FAMILY RESPONSIBILITY LEAVE

(1) This section applies to an employee –

(a) who has been in employment with an employer for longer than four months; and
(b) who works for at least four days a week for that employer.

(2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, five days paid leave, which the employee is entitled to take –

(a) when the employee's child is born;
(b) when the employee's child is sick; or
(c) in the event of the death of -
(d) the employee's spouse or life partner; or
(e) the employee's parent, adoptive parent, parent in law, grandparent, child, adopted; child, grandchild or sibling.

(3) An employer must pay an employee for a day's family responsibility leave –

(a) the ordinary salary the employee would have received for a day worked; and
(b) on the employee's usual payday.

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

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(5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub clause (2) for which the leave was required.

(6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual cycle in which it accrues.

(7) Any reference to Parental Leave must be read in conjunction with the Basic Conditions of Employment Act 75 of 1997 as amended. Clause 14 of this agreement allows 5 days paid leave for the birth of a child and which clause remains in effect, and shall be read in conjunction with Section 25A of the BCEA. In total an employee will be granted 10 days family responsibility / parental leave where only 5 days will be paid and 5 days to be claimed from UIF.

15. MATERNITY LEAVE

(1) An employee is entitled to at least four consecutive month's maternity leave.

(2) An employee may commence maternity leave –

(a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or

(b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

(3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

(4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

(5) An employee must notify her employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –

(a) commence maternity leave; and

(b) return to work after maternity leave

(6) Notification in terms of sub clause (5) must be given –

(a) at least four weeks before the employee intends to commence maternity leave; or

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

(7) The payment of maternity benefits will be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966)

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(8) During the period of maternity leave the employer shall continue to contribute the provident fund monthly premium in respect of both the employer and employee contributions, the latter not to be recovered upon the return of the employee to work.

(9) During the period of maternity leave the employer shall continue to contribute the employee's Private Security Industry Regulatory Authority monthly subscription fees, this not to be recovered upon the return of the employee to work.

16. MATERNITY BENEFITS

A female security officer who remains in the permanent employ of the same employer for a period of at least three years shall be entitled to an amount equivalent to 34% (thirty four per cent) of her basic monthly salary for a period not exceeding four months during any period of maternity leave, as a supplement to her UIF benefits.

17. STUDY LEAVE

Every employee with a minimum of one year uninterrupted employment with the same employer shall be entitled to 6 (six) days paid study leave in any year, in respect of any study at a tertiary establishment, subject to acceptable proof of such studies being presented to the employer prior to the study leave being granted.

18. SERVICE BENEFIT

Each security officer shall, upon completion of the following period of uninterrupted service with the same employer, calculated from 19 February 2007, receive a once-off service benefit payment of not less than –

(a) R500.00 (five hundred rand) after 5 (five) years,
(b) R1,000.00 (one thousand rand) after 10 (ten) years, and
(c) R5,000.00 (five thousand rand) after 20 (twenty) years.

19. WRITTEN PARTICULARS OF EMPLOYMENT

(1) An employer must supply an employee, when the employee commences employment, with the following particulars in writing –

(a) the full name and address of the employer;
(b) the name and occupation of the employee or a brief description of the work for which the employee is employed;
(c) the places of work and, where the employee is required or permitted to work at various places, an indication of this;
(d) the date on which the employment began;
(e) the employee's ordinary hours of work and days of work;
(f) the employee's salary or the rate and method of calculating salary;
(g) the rate of pay for overtime work;

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(h) any other payments to which the employee is entitled;
(i) how frequently remuneration will be paid;
(j) any deductions to be made from the employee's remuneration;
(k) the leave to which the employee is entitled;
(l) the period of notice required to terminate employment, or if the employment is for a specified period, the date when employment is to terminate;
(m) a description of any council or collective agreement which covers the employer's business;
(n) any period of employment with a previous employer that counts towards the employee's period of employment;
(o) a list of any other documents that form part of the contract of employment, indicating a place that is readily accessible to the employee where a copy of each may be obtained.

(2) When any matter listed in sub clause (1) changes, the written particulars must be revised to reflect the change and the employee must be supplied with a copy of the document reflecting the change.

(3) If an employee is not able to understand the written particulars, the employer must ensure that they are explained to the employee in a language and in a manner that the employee understands.

(4) Written particulars of this section must be kept by the employer for a period of three years after the termination of employment.

20. KEEPING OF RECORDS

(1) Every employer must for all employees in his current employ keep a record containing at least the following information –
(a) the employee's name and occupation;
(b) the time worked by each employee;
(c) remuneration paid to each employee;
(d) the date of birth of any employee under 18 years of age; and
(e) any other prescribed information.

(2) A record in terms of sub clause (1)(b) and (1)(c) must be kept by the employer for a period of three years from the date of the last entry in the record of which the most recent six months record must be hard copy and older may be kept electronically.

(3) No person may make a false entry in a record maintained in terms of sub clause (1).

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

(5) An employer must for all employees who have left his employ keep the above records for a period of three years of which the most recent six months records as per (1)(b) and (1)(c) must be hard copy.

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21. PRESUMPTION AS TO WHO IS AN EMPLOYEE

(1) Any person on contract performing the duties of a security officer, as defined in clause 3 of this agreement, as well as any person on contract performing the duties of other categories, as defined herein, except for managers.

(2) Until the contrary is proved, a person who works for, or provides services to, any other person is presumed, regardless of the form of the contract, to be an employee, if any one or more of the following factors are present –

(a) the manner in which the person works is subject to the control or direction of another person;

(b) the person's hours of work are subject to the control or direction of another person;

(c) in the case of a person who works for an organisation, the person forms part of that organisation;

(d) the person has worked for that person for an average of at least 40 hours per month over the last three months;

(e) that person is economically dependent on the person for whom they work or provide services;

(f) the person is provided with their tools of trade or work equipment by that person; or

(g) the person only works for or supplies services to one person.

22. WEAPONS, UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall –

(a) provide free of charge any weapon, ammunition, tool, whistle or other equipment which a security officer, in the performance of the employee's duties, needs or is required to use for self defence or apprehension;

(b) provide, free of charge, new footwear and two sets of daily washable uniform items, as well as any other protective clothing which an employee is required by any law to provide for an employee.

(2) Any article provided by an employer in terms of sub clause (1) shall remain the employer's property.

(3) No employer shall make any deduction from the salary of any employee in regard to any article provided to that employee in terms of sub clause (1):

Provided that where an article is found by a fair procedure to have been lost or damaged by an employee, excluding damage arising from the performance of the employee's duties or normal wear and tear, an employer may, notwithstanding anything to the contrary in this agreement, recover the replacement cost of such article from the employee by making a deduction over an appropriate period from that employee's salary. Further, provided that such monthly deduction shall not exceed one tenth of the employee's monthly remuneration, except upon termination of employment, when the full balance in respect of the replacement value of such missing or damaged items due to the employer shall be deducted.

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(4) No employer shall collect or deduct any form of uniform deposit from any employee.

23. TEMPORARY EMPLOYMENT SERVICES, LABOUR BROKERS AND INDEPENDENT CONTRACTORS

(1) Employers shall abide by the provisions of the Labour Relations Act, Act 66 of 1995, as amended, in respect of Temporary Employment Services, Labour Brokers and Independent Contractors.

(2) Notwithstanding the above, no employer may use the services of a Temporary Employment Services, Labour Brokers or Independent Contractors unless the Temporary Employment Service, Labour Broker or Independent Contractor provides the employer with satisfactory proof that it is in compliance with –
(a) Bargaining Council Main Collective Agreement;
(b) the Unemployment Insurance Act;
(c) the Compensation for Occupational Injuries and Diseases Act.
(d) the South African Revenue Services, and is in possession of an IT30 tax certificate; and
(e) the rules of the Private Security Sector Provident Fund.

(3) The provisions of sub clause (2) shall not apply to Alarm Installers and Employment Agencies.

(4) Disguised employment relationships, including those involving self-employed security guards, may be tested according to the factors in clause 21.

24. PROHIBITION OF EMPLOYMENT OF CHILDREN

(1) No person may employ a child –
(a) who is under 15 years of age; or
(b) who is under the minimum school-leaving age in terms of any law, if this is 15 or older.
(2) No person may employ a child in employment –
(a) that is inappropriate for a person at that age; or
(b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.
(3) A person who employs a child in contravention of sub clause (1) or (2) commits an offence.

25. PROHIBITION OF FORCED LABOUR

(1) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.

(2) No person may, for the employee's own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of sub clause (1).

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(3) A person who contravenes sub clauses (1) or (2) commits an offence.

26. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to sub clause (6)(b), a contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than –
(a) one week, if the employee has been employed for four weeks or less;
(b) two weeks, if the employee has been employed for more than four weeks but less than one year; and
(c) four weeks, if the employee has been employed for one year or more.

(2) A collective agreement may not permit a notice period shorter than required by sub clause (1).

(3) No agreement may require or permit an employee to give a period of notice longer than that required of the employer.

(4) Further conditions with regard to notice of termination:
(a) Notice of termination of a contract of employment must be given in writing, except when it is given by an illiterate employee.
(b) If an employee who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.

(5) Notice of termination of a contract of employment given by an employer or an employee must not –
(a) be given during any period of leave to which the employee is entitled in terms of clause 11; and
(b) run concurrently with any period of leave to which the employee is entitled in terms of clause 11(1) except sick leave.

(6) Nothing in this clause affects the right –
(a) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law, and
(b) of an employer to terminate a contract of employment without notice for any cause recognised by law.

(7) Instead of giving an employee or employer notice in terms of sub clause (1), an employer may pay the employee the remuneration the employee would have received, calculated in accordance with sub clause (1), as if the employee had worked during the notice period.

(8) If an employee gives notice of termination of employment and the employer waives any part of the notice, the employer must pay the remuneration referred to in sub clause (7), unless the employer and employee agree otherwise.

(9) On termination of employment, an employer must pay an employee -

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(a) remuneration in respect of –
(i) ordinary time worked, calculated in terms of clause 7;
(ii) overtime worked, calculated in terms of clause 7(9);
(iii) time worked on a Sunday, calculated in terms of clause 10; and
(iv) time worked on a public holiday or in respect of a public holiday on which the employee would normally have worked if it had not been a public holiday, in terms of clause 9;
(b) remuneration calculated in accordance with clause 11(15) for any period of annual leave due in terms of clause 11(2) that the employee has not taken;
(c) if the employee has been in employment longer than four months, in respect of the employee's annual leave entitlement during an incomplete annual leave cycle, at a rate of one day's remuneration in respect of every 17 ordinary days on which the employee worked or was entitled to be paid.

27. SEVERANCE PAY

(1) For the purposes of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer.

(2) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, calculated in accordance with clause 3.

(3) An additional one (1) day shall be added after the existing severance pay calculations for Security Officers employed for a period exceeding one year (more than 12 months continued employment with the same employer), effective as from year 3 of this agreement.

(4) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, is not entitled to severance pay in terms of sub clauses (2) and (3).

(5) The payment of severance pay in compliance with this clause does not affect an employee's right to any other amount payable according to law.

(6) If there is a dispute only about the entitlement to severance pay in terms of this section, the employee may refer the dispute in writing to –
(a) a council, if the parties to the dispute fall within the registered scope of that council; or
(b) the CCMA, if no council has jurisdiction.

(7) The employee who refers a dispute to the council or the CCMA must satisfy it that a copy of the referral has been served on all other parties to the dispute.

(8) If the dispute remains unresolved, the employee may refer it to arbitration.

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(9) If the Labour Court is adjudicating a dispute about a dismissal based on the employer's operational requirements, the Court may inquire into and determine the amount of any severance pay to which the employee may be entitled and the Court may make an order directing the employer to pay that amount.

28. CERTIFICATE OF SERVICE

(1) On termination of employment an employee is entitled to a certificate of service stating –

(a) the employee's full name and identity number;
(b) the name and address of the employer;
(c) a description of any bargaining council or sectoral employment standard by which the employer's business is covered;
(d) the date of commencement and date of termination of employment;
(e) the title of the job or a brief description of the work for which the employee was employed at the date of termination;
(f) the remuneration at date of termination; and
(g) if the employee so requests, the reason for termination of employment.

29. ATTENDANCE REGISTER

(1) An employer shall maintain an attendance register, in which the employer shall record in ink or indelible pencil the name and class of each of the employees for each day worked and on that day make the necessary entries in respect of items (i) to (vi) of clause 3.

(2) An employer may, instead of an attendance register, provide an automatic or semi-automatic time recorder which records substantially the same information as is required to be kept in the attendance register specified in sub clause (1).

(3) Every employer shall, in respect of each day worked by an employee on that day –

(a) record in ink, indelible pencil or electronically in such attendance register referred to in sub clause (1) –
(i) the day of the week;
(ii) the time an employee commenced work;
(iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
(iv) the time of finishing work for the day;
(v) the time of commencement and termination of overtime worked for the day; and
(vi) the total amount of hours worked for the day.
(b) in an establishment where an automatic or semi-automatic time recorder is provided, make an entry by means of such recorder to show the following –
(i) the time of commencement of work;
(ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
(iii) the time of finishing work for the day.

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(4) An employer shall retain such attendance register referred to in sub clause (1) or the information recorded by a semi-automatic time recorder referred to in sub clause (2), as case may be, for a period of not less than three years after the date of the last entry therein or thereon. Such register may be kept in electronic form.

30. PRIVATE SECURITY SECTOR PROVIDENT FUND

(1) Membership

(a) Each security officer, subject to the exclusions in clause 1(3), who falls within the definition of eligible employee as contained in the fund rules, shall, on or after coming into operation of this agreement, become a member of the Private Security Sector Provident Fund (PSSPF).

(b) If an security officer who has become a member of the Fund ceases to fall within the scope of this agreement owing to the security officer ceasing to be employed in the Private Security Sector or as a result of the employee no longer being classified as an eligible member, as defined, the security officer shall cease to be a member of the Fund and the payment of withdrawal benefit will be made to the member as provided for in the Fund Rules.

(2) Contributions

Contributions shall be made by employers and security officers from the date of operation of this agreement as specified hereunder –

(a) The employer shall each month deduct from the earnings of each security officer in respect of each month, or part thereof, an amount equal to the table as set out below of the employees Fund Salary, being contributions to the Provident Fund, and employers shall make an equal contribution to the Provident Fund in line with the Provident Fund Rules as approved by FSCA.

(b)

	Employer	Security Officer
Year 1	5%	5%
Year 2	6.5%	6.5%
Year 3	7.5%	7.5%
Year 4	7.5%	7.5%

(c) When an security officer is on approved leave with full pay, or with less than full pay, the security officer shall contribute to the Fund, in accordance with sub clause (2)(a), and the employer shall continue to contribute in respect of the security officer, in accordance with sub clause (2)(a), and all benefits under the Fund in respect of the security officer shall be maintained.

(d) If an security officer is on approved leave without pay, no contributions shall be made by the security officer in terms of sub clause (2)(a), but the employer shall continue to contribute the employers portion of the contribution, in order that the death, disability and funeral benefits shall continue to be payable –

(i) throughout the period of leave, if the security officer's leave is due to sickness; or

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(ii) for not longer than six months, if the security officer's leave is due to reasons other than sickness.

(e) The amount payable in each month in terms of this clause shall be deposited by the employer directly into the Fund's bank account by no later than the 7th day of the month immediately following the month in which deductions and contributions were made and shall be as follows –
(i) in South African currency;
(ii) in cash, by cheque or by direct deposit into an account designated by the administrators; and
(iii) together with such particulars as are required in terms of the Retirement Funds Act and/or by the Board;
(iv) the contributions payable shall constitute an amount calculated at a rate of not less than the total contributions set out in sub clause (2)(a) of the employee's salary or as amended by the Board from time to time;
(v) such amount as referred to in sub clause (2)(b) shall constitute an equal contribution by an employer and security officer.

(f) If any amount which falls due in terms of this clause is not received in full by the administrator of the Fund by the 7th day of the month following the month for which the amount is payable, then the employer is liable to pay penalty interest in accordance with section 13A of the Pension Fund Act.

(g) Any deductions in terms of this clause will not be in violation of clause 6(10)(d) of this agreement.

(3) Administration and provision of the Fund

In order to realise the objects of the Fund the trustees shall –

(a) directly control and oversee the operation of the Fund in accordance with the Fund Rules and the Pension Fund Act;

(b) enter into an agreement with an administrator to administer the Fund; and

(c) At their elections –
(i) enter into an agreement with a registered insurance company; or
(ii) establish a self-insurance arrangement or cell captive arrangement to provide Death, Disability and/or Funeral benefits.

(4) Fund Rules

(a) The Fund Rules constitute the rules that govern the Private Security Sector Provident Fund.
In the event of any discrepancy between the Main Collective Agreement of the Bargaining Council and the Fund Rules, the Main Collective Agreement shall prevail in so far as any specific provisions as set out in the Pension Fund Act describes specific provisions and requirements as set out in the Fund Rules as approved by FSCA

31. EMPLOYERS TO KEEP A COPY OF THIS AGREEMENT

Every employer upon whom this Agreement is binding must -

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(a) keep a copy of this Bargaining Council Main Collective Agreement available in the workplace at all times;
(b) make a copy available for inspection by an employee; and
(c) give a copy of this Main Agreement:
(i) to an employee; and
(ii) free of charge, on request, to an employee who is a trade union representative or a member of a workplace forum.

32. VARIATION BY AGREEMENT

The provisions of section 49 of the Basic Conditions of Employment Act, 1997, applies to this agreement.

33. DESIGNATED AGENTS

(1) The Minister at the request of the council appoint one or more specified persons who shall be designated as agents in terms of section 33 of the LRA to assist in giving effect to the terms and conditions of this Agreement. The designated agents shall have the right to in terms of section 33 of the Act read with Schedule 10 of the Act to:
(a) enter inspect and examine any premises or place, in which the agent suspect that private security services are carried on at any time when he has reasonable cause to believe that any person is employed therein
(b) orally examine, either alone or in the presence of any person, as the agent thinks fit, with respect to matters relating to this Agreement, every employee who is a designated agent finds in or about the premises and require such employee to answer the questions put to him
(c) require the production of any notice, book, list, electronic file, computer or document which is by this Agreement required to be kept or made and inspect examine and copy the same including all pay sheets.

(2) The designated agent when entering inspecting or examining any such shall on request produce his certificate of authority and may take with him an interpreter or any person reasonably required to assist in conducting an inspection.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the designated agent any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.

34. EXEMPTION AND APPEALS

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

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

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(3) The Bargaining Council must determine its exemptions policy and process all exemption applications in terms of this policy.

(4) All applications for exemption must 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 is sought;
(f) the business strategy and plan of the applicant seeking the exemption;
(g) the applicants past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate.
(h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
(i) Any other relevant supporting data and financial information the Council may prescribe from time to time.

(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) An exemption committee appointed by the Council may request additional information from an applicant applying for exemption.

(8) In scrutinizing the application, the Exemption Committee or the Independent Exemptions Body 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 (14) below.

(9) The secretary must advise the applicant in writing of the decision of the exemptions committee within 15 days from the date of the decision, failing which the Bargaining Council shall be deemed to have refused the application for exemption.

(10) In the event of the exemptions committee granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision to the appeal in writing on the appropriate appeal application form against the decision to the Independent Exemptions Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.

(11) In the terms of section 32(3)(e) of the Labour Relations Act [as amended], the Bargaining Council must establish an independent Exemption Body to hear and decide

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as soon as possible any appeal brought against the exemption committee's refusal of a non-party's application for exemption for the provision of a collective agreement by the exemption committee or withdrawal of an exemption by the Bargaining Council.

(12) The Independent Exemption Body shall hear and decide and inform the applicant and the Bargaining Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemption committee.

(13) No representative, office-bearer, or official of a trade union or employer's organizations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Exemptions Body established by the Bargaining Council.

(14) When considering an application, the Exemptions Committee or the Independent Exemptions Body 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 the Bargaining Council or contravene the provisions of any labour legislation or Collective Agreements;
(b) The circumstances prevailing in the Private Security Sector as a whole likely to be affected by the application and/or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
(c) the nature and size of the business in respect of which the application is made;
(d) whether the duration of the exemption or appeal is for a limited or specified period;
(e) any representations made by the employees likely to be affected by the application and interest of employees as regards exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
(f) whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
(g) whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant; financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;
(h) whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
(i) whether the granting of the exemption or appeal will impact negatively on parity agreements; and
(j) whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with a Collective Agreement; and
(k) whether the employees or their representatives have been consulted and their views recorded, and/or any agreement reached between the applicant and the workforce.
(l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the Applicant.

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(15) In the event of the Independent Exemptions Body granting, partially granting or refusing to grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.

(16) The decision of the Independent Exemptions Committee is final and binding upon the applicant and the Bargaining Council.

(17) If an exemption or appeal is granted or partially granted, the Exemption Committee or the Independent Exemptions Body, shall issue a certificate, signed by Secretary, containing the following particulars:

(a) The full name of the applicant(s) or enterprise concern;
(b) The trade name;
(c) The provisions of the Agreement from which exemption or appeal has been granted;
(d) The period of 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.

(18) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection of the workplace.

(19) The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

(20) Specific to the Provident fund, the exemption process shall be:

(21) The following criteria for an exemption from the Private Security Sector Provident Fund will apply, provided that –

(i) If the employer, prior to the publication of Gazette Notice No. 306 of 30 March 2001, had an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Bargaining Council Main Collective Agreement, as amended or replaced.

(ii) If the employer, prior to the publication of Gazette Notice No. 306 of 30 March 2001, did not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in Bargaining Council Main Collective Agreement, as amended or replaced, but before 30 March 2001, the employer and its employees have consulted in writing to commence negotiations for the establishment of a pension or provident fund for such employees.

(a) Applications will be in writing and addressed to the Board of the Private Security Sector Provident Fund. Applications shall comply with the following:
    (i) Be fully motivated;
    (ii) Be accompanied by relevant supporting data and financial information;
    (iii) Applications that affect employees' conditions of service will not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document;

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(iii) Indicate the period for which the exemption is required.

(b) In considering the application the Board shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:

(i) Any special circumstances that exist;

(ii) Any precedent that may be set;

(iii) The interest of the industry as regards –

(aa) Unfair competition,

(ab) Collective bargaining,

(ac) Potential for labour unrest,

(ad) Increased employment.

(iv) The interest of employees as regards:

(aa) Exploitation,

(ab) Job preservation,

(ac) Sound Conditions of Employment,

(ad) Possible financial benefits,

(ae) Health and Safety,

(ab) Infringement of basic rights.

(v) The interest of the employer as regards:

(aa) Financial stability,

(ab) Impact on productivity,

(ac) Future relationship with employees' trade union,

(ad) Operational requirements.

(c) If the application is granted, the Board will issue an exemption certificate, signed by the chairperson, containing the following particulars:

(i) The full name of the applicant;

(ii) The trade name of the applicant;

(iii) The period for which the exemption shall operate;

(iv) The date of issue; and

(v) The conditions of the exemption granted.

(d) If the exemption is refused the Board shall specify its reasons for not granting the application, and which will be communicated to the applicant.

(e) The Board shall retain a copy of the certificate and number each certificate sequentially.

(f) An employer to whom a certificate of exemption has been issued shall at all times have the certificate available for inspection at his establishment.

(g) Any application by an employer for exemption shall in no way whatsoever affect the employer's obligations, nor his employees' rights, with regard to the payment of all contributions and benefits in terms of the rules of that employer's retirement fund and/or his employees' conditions of employment during any period that the application is under consideration.

(5) Waiting period

(a) An employee entering the private security sector for the first time and an employee who has been out of the sector for more than six months shall be required to wait for a period of four months before joining the fund.

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(b) An employee with at least four months uninterrupted service in the private security industry, not necessarily with the same employer, shall join the fund immediately upon joining a new employer.

(6) Special provision during waiting period

(a) Every employee shall, during the waiting period set out in sub clause (6), enjoy risk cover in respect of death and disability benefits, as well as the fund funeral scheme, which contribution, totalling 5% (five percent) of the Fund Salary, per month shall be borne equally between the employer and the employee.

(b) This risk cover shall apply as from the first day of employment and shall be submitted to the fund administrators at the end of every month.

35. LEVELS OF BARGAINING

(1) The council is the exclusive forum for the negotiation and conclusion of agreements on substantive issues between employers and employers organisations, on the one hand, and trade unions on the other hand.

(2) No trade union or employers organization may call a strike or lock out or in any way seek to induce or compel negotiations on the issues referred to in sub clause (1) at any level other than the council.

(3) Any collective procedural agreement between an employer who is a member of the employers organisation and a party trade union which contains provisions that are inconsistent with this agreement –

(a) Must be regarded by the parties to the agreement as having been amended to create consistency with this clause; and

(b) Is not binding to the extent that its provisions are inconsistent with this clause.

36. ADMINISTRATION OF AGREEMENT

The Council administers this agreement and may , for the guidance of employers and employees, issue rulings, provided that those rulings are consistent with the provisions of the agreement and the Act.

37. SUPERSEDING OF PREVIOUS GOVERNMENT GAZETTES

All the provisions of Sectoral Determination 6: Private Security Sector shall be superseded by this collective agreement which shall come into operation from the date as determined by the Minister.

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38. DISPUTE RESOLUTION

PART ONE: SERVING AND FILING OF DOCUMENTS

1. How to contact the Council

(1) The addresses, telephone, telefax numbers and e-mail addresses of the offices of the Council are listed in Schedule One of these Rules.

(2) Documents may only be filed with the Council at the addresses, telefax numbers and e-mail addresses listed in Schedule One of these Rules

2. When are the offices of the Council open

(1) The head office and the regional offices of the Council will be open every day from Monday to Friday, excluding public holidays, between the hours of 08h00 and 16h00, or as determined by the Council.

(2) Documents may be filed with the Council during the hours referred to in sub-rule (1).

(3) Notwithstanding sub-rule (2), documents may be e-mailed at any time on any day of the week to the Council.

3. How to calculate time periods in these Rules

(1) For the purpose of calculating any period of time in terms of these Rules -

(a) day means a calendar day; and

(b) the first day is excluded and the last day is included, subject to sub- rule (2).

(2) The last day of any period must be excluded if it falls on a Saturday, Sunday, public holiday or on a day during the period between 16 December to 7 January .

4. Who must sign documents

(1) A document that a party must sign in terms of the Act or these Rules may be signed by the party or by a person entitled in terms of the Act or these Rules to represent that party in the proceedings.

(2) If proceedings are jointly instituted or opposed by more than one employee, documents may be signed by an employee who is mandated by the other employees to sign documents. A list in writing of the employees who have mandated the employee to sign on their behalf must be attached to the referral document.

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5. How to serve documents on other parties

(1) Unless otherwise provided for in these Rules, a party must serve a document on the other parties -

(a) by handing a copy of the document to -

(i) the person concerned;

(ii) a representative authorised in writing to accept service on behalf of the person;

(iii) a person who appears to be at least 16 years old and apparently in charge of the person's place of residence, business or place of employment premises at the time; or

(iv) a person identified in sub-rule (2);

(b) by leaving a copy of the document at -

(i) an address chosen by the person to receive service; or

(ii) any premises in accordance with sub-rule (3);

(c) by e-mailing, faxing or telexing a copy of the document to the person's e-mail, fax or telex number respectively, or an e-mail address, fax or telefax number chosen by that person to receive service;

(d) by sending a copy of the document by registered post or telegram to the last known address of the party or an address chosen by the party to receive service.

(2) A document may also be served -

(a) on a company or other body corporate by handing a copy of the document to a responsible employee of the company or body at its registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;

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

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

(d) on a partnership, firm or association by handing a copy of the document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on

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a partner, the owner of the firm or the chairman or secretary of the managing or other controlling body of the association, as the case may be;

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

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

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

(3) If no person identified in sub-rule (2) is willing to accept service, service may be affected by affixing a copy of the document to -

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

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

(4) The Council or a commissioner may order service in a manner other than prescribed in this Rule.

5A. Notice of proceedings before the Council

The Council may provide notice of a conciliation or arbitration hearing, or any other proceedings before it, by means of any of the methods prescribed in Rule 5 and/or by means of short message service.

6. How to prove that a document was served in terms of the Rules

(1) A party must prove to the Council or a commissioner that a document was served in terms of these Rules, by providing the Council or a commissioner -

(a) with a copy of proof that the document has been mailed by registered post to the other party;

(b) with a copy of the telegram or telex transmitting the document to the other party;

(c) with a copy of the telefax transmission report indicating the successful transmission to the other party of the whole document;

(d) if a document was served by hand -

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(i) with a copy of a receipt signed by, or on behalf of, the other party clearly indicating the name and designation of the recipient and the place, time and date of service; or

(ii) with a statement confirming service signed by the person who delivered a copy of the document to the other party or left it at any premises; and

(e) if a document was served by e-mail, with a copy of the sent e-mail indicating the successful dispatch to the other party of the e-mail and any attachments concerned.

(2) If proof of service in accordance with sub-rule (1) is provided, it is presumed, until the contrary is proved, that the party on whom it was served has knowledge of the contents of the document. The relevant provisions of The Electronic Communications and Transactions Act 25 of 2002 are applicable in respect of any issue concerning service by e-mail or the service of a notice of proceedings by short message service as permitted by rule 5A.

(3) The Council may accept proof of service in a manner other than prescribed in this Rule, as sufficient.

7. How to file documents with the Council

(1) A party must file documents with the Council -

(a) by handing the document to the regional office of the NBCPSS;

(b) by sending a copy of the document by registered post to the regional office of the Council at the address listed in Schedule One; or

(c) by faxing or e-mailing the document to the regional office at a number or e-mail address listed in Schedule One. Documents filed by means of e-mail must be transmitted in MS Word or PDF format.

(2) A document is filed with the Council when -

(a) the document is handed to the regional office listed in Schedule One;

(b) a document sent by registered post is received, or presumed to be received as provided for in Rule 8, by the regional office of the NBCPSS listed in Schedule One;

(c) the transmission of a fax is successfully completed; or

(d) the e-mail is received in the regional office, as provided for in the Electronics Communications and Transactions Act 25 of 2002.

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(3) A party must only file the original of a document, if requested to do so by the Council or a commissioner. A party must comply with a request to file an original document within seven (7) days of the request,

8. Documents and notices sent by registered post

Any document or notice sent by registered post by a party or the Commission is presumed, until the contrary is proved, to have been received by the person to whom it was sent seven (7) days after it was posted.

9. How to seek condonation for documents delivered late

(1) This Rule applies to any referral document or application delivered outside of the applicable time period prescribed in the Act or these Rules.

(2) A party must apply for condonation, in terms of Rule 31, when delivering the document to the Council.

(3) An application for condonation must set out the grounds for seeking condonation and must include details of the following:

(a) the degree of lateness;

(b) the reasons for the lateness;

(c) the referring parties' prospects of succeeding with the referral and obtaining the relief sought against the other party;

(d) any prejudice to the other party; and

(e) any other relevant factors.

(4) The Commission may assist a referring party to comply with this Rule.

PART TWO: CONCILIATION OF DISPUTES

10. How to refer a dispute to the Council for conciliation

(1) A party must refer a dispute to the Council for conciliation by delivering a completed prescribed Council LRA Form 7.11 ('the referral document').

(2) The referring party must -

(a) sign the referral document in accordance with Rule 4; and

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(b) attach to the referral document, written proof, in accordance with Rule 6, that the referral document was served on the other parties to the dispute.

(c) if the referral document is filed out of time, attach an application for condonation in accordance with Rule 9(3) read with Rule 31.

(3) The Council must accept, but may refuse to process, a referral document until sub-rule (2) has been complied with.

11. When must the Council notify parties of a conciliation

(1) The Council must notify the parties in writing of a conciliation hearing at least –

(a) seven (7) days prior to the scheduled date in matters relating to Section 64.

(b) fourteen (14) days prior to the scheduled date, in the case of any other matter.

(2) Despite sub-rule 1, the Council may give the parties a shorter period of notice, if the parties have agreed or reasonable circumstances require a shorter period.

(3) An additional seven (7) days must be provided, if a notice of conciliation in terms of this rule is sent by registered mail only.

12. Council may seek to resolve dispute before conciliation

The Council or a commissioner may contact the parties by telephone or other means, prior to the commencement of the conciliation, in order to seek to resolve the dispute.

13. What happens if a party fails to attend at conciliation

(1) If a party who has referred a dispute fails to attend or to be represented as contemplated in Rule 25(1)(a), the commissioner may -

(a) continue with the proceedings;

(b) adjourn the conciliation to a later date within the 30-day period; or

(c) conclude the proceedings by issuing a certificate that the dispute remains unresolved.

(2) In exercising a discretion in terms of sub-rule (1), a commissioner should take into account, amongst other things -

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(a) whether the party has previously failed to attend a conciliation in respect of that dispute;

(b) any reason given for that party's failure to attend;

(c) whether conciliation can take place effectively in the absence of one or more of the parties;

(d) the likely prejudice to the other party of the commissioner's ruling; and

(e) any other relevant factors.

14. How to determine whether a commissioner may conciliate a dispute

If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the commissioner must require the referring party to prove that the Council has the jurisdiction to conciliate the dispute through conciliation.

14A. Extension of conciliation period in terms of Section 135 (2A) of the Act

(1) The concilliating commissioner or a party to a conciliation process may request an extension of the conciliation period referred to in Section 135.

(2) The request must be made on the prescribed form and before the expiry of the conciliation period as determined in terms of Section 135.

(3) The Council's Head of Dispute Resolution must within 2 (two) days of receipt of the request -

(a) consider whether:

- An extension is necessary to ensure a meaningful conciliation process;
- The refusal to agree to the extension is unreasonable; and
- There are reasonable prospects of reaching agreement; and

(b) Advice the parties on whether or not the extension is granted and where the extension is granted, the period of such extension

(4) The Council's Head of Dispute Resolution may not extend the conciliation period if the State is the employer party.

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15. Issuing of a certificate in terms of Section 135(5)

A certificate issued in terms of Section 135(5) that the dispute has or has not been resolved, must identify the nature of the dispute and the parties as described in the referral document or as identified by the Commissioner during the conciliation proceedings.

16. Conciliation proceedings may not be disclosed

(1) Conciliation proceedings are private and confidential and are conducted on a without prejudice basis. No person may refer to anything said at conciliation proceedings during any subsequent proceedings, unless the parties agree in writing or as ordered otherwise by a court of law.

(2) No person, including a commissioner, may be called as a witness during any subsequent proceedings in the Council or in any court to give evidence about what transpired during conciliation unless as ordered by a court of law or a commissioner conducting an arbitration.

PART THREE
CON-ARB IN TERMS OF SECTION 191(5A)

17. Conduct of con-arb in terms of Section 191(5A)

(1) The Council must notify the parties in writing of a con-arb hearing at least fourteen (14) days prior the scheduled date, unless the parties agree to a shorter period or reasonable circumstances require a shorter period. If a notification is sent by registered mail an additional seven (7) days must be allowed.

(2) A party that intends to object to a dispute being dealt with in terms of Section 191(5A), must deliver a written notice to the Council and the other party, at least seven (7) days prior to the scheduled date in terms of sub-rule (1).

(3) Sub-rule (2) does not apply to:

(a) a dispute relating to the dismissal of an employee for any reason related to probation or an unfair labour practice relating to probation;

(4) If a party fails to appear or be represented at a hearing scheduled in terms of sub-rule (1):

(a) the commissioner must conduct the conciliation on the date specified in the notification issued in terms of sub-rule (1), irrespective of whether a party has lodged a notice of objection in terms of sub-rule (2).

(b) Where the provisions of sub-rule 3 are applicable or no notice of objection has been lodged in terms of sub-rule (2), the commissioner must commence with the arbitration immediately after certifying that the dispute remains unresolved.

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(c) Notwithstanding sub-rule 4(b), the commissioner having commenced the arbitration, retains a discretion, as contemplate in Section 138(5) of the Act, to adjourn the proceedings to a later date.

(5) The provisions of these Rules that are applicable to conciliation and arbitration respectively, including rules on representation, apply with the changes required by the context, to the conciliation and arbitration parts of con-arb proceedings, respectively.

(6) If the arbitration does not proceed or is not concluded on the date specified in terms of the notice in sub-rule (1), the Council must schedule the matter for arbitration either in the presence of the parties or by notifying the parties in terms of Rule 21. (21 days or date agreed)

PART FOUR: ARBITRATIONS

18. How to request arbitration

(1) A party may request the Council to arbitrate a dispute by delivering a duly completed LRA form 7.13

(2) The requesting party must -
(a) sign the request in accordance with Rule 4;

(b) attach to the request written proof that the request was served on the other parties to the dispute in accordance with Rule 6; and

(c) if the request is served out of time, attach an application for condonation in accordance with Rule 9(3).

(3) The Council must accept, but may refuse to process a request until sub-rule (2) has been complied with.

(4) This Rule does not apply to con-arb proceedings held in terms of Section 191(5A) read together with rule 17.

19. When must the parties file statements

(1) The Council or a commissioner may direct -
(a) the requesting party in an arbitration to deliver a statement of case and;
(b) the other parties to deliver an answering statement.

(2) A statement in terms of sub-rule (1) must -
(a) set out the material facts upon which the party relies and the legal issues that arise from the material facts; and
(b) be delivered within the time-period specified by the Council or commissioner.

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(3). The commissioner has a discretion to continue with the matter despite non-compliance with a directive of the Council or commissioner in terms of sub-rule (1). However, any non-compliance may be taken into account when considering costs at the conclusion of the arbitration hearing.

20. When the parties must hold a pre-arbitration conference

(1).The parties to an arbitration must hold a pre-arbitration conference dealing with the matters referred to in sub-rule (3), if:

(a) both parties are represented by a trade union, employer's organisation, legal practitioner and/or candidate attorney.

(b) both parties agree to hold a pre-trial conference; or

(c) directed to do so by the Senior Commissioner in charge of a region or the presiding commissioner.

(2) A pre-trial conference convened in terms of sub-rule (1)(a) and (b) must be convened at least fourteen (14) days prior to the date of the scheduled arbitration.

(3) In a pre-arbitration conference, the parties must attempt to reach consensus on the following -

(a) any means by which the dispute may be settled;

(b) facts that are agreed between the parties;

(c) facts that are in dispute;

(d) the issues that the Council is required to decide;

(e) the precise relief claimed and if compensation is claimed, the amount of the compensation and how it is calculated;

(f) the sharing and exchange of relevant documents, and the preparation of a bundle of documents in chronological order with each page numbered;

(g) the manner in which documentary evidence is to be dealt with, including any agreement on the status of documents and whether documents, or parts of documents, will serve as evidence of what they appear to be;

(h) whether evidence on affidavit will be admitted with or without the right of any party to cross-examine the person who made the affidavit;

(i) which party must begin;

(j) the necessity for any on-the-spot inspection;

(k) securing the presence at the Council of any witness;

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(l) the resolution of any preliminary points that are intended to be taken;

(m) the exchange of witness statements;

(n) expert evidence;

(o) any other means by which the proceedings may be shortened;

(p) an estimate of the time required for the hearing;

(q) the right of representation; and

(r) whether an interpreter is required and, if so, for how long and for which languages.

(4) Unless a dispute is settled, the parties must draw up and sign a minute setting out the facts on which the parties agree or disagree.

(5) A minute in terms of sub-rule (4) may also deal with any other matter listed in sub-rule (3).

(6) The referring party must ensure that a copy of the pre-arbitration conference minute is delivered to the appointed commissioner seven (7) days prior to the date scheduled for the arbitration.

(7) The commissioner may, after receiving a pre-arbitration minute -

(a) direct the parties to hold a further pre-arbitration conference; and / or

(b) issue any other directive to the parties concerning the conduct of the arbitration, including rescheduling the matter for hearing on another date.

(8) The commissioner has a discretion to continue with the matter despite non- compliance with the directive in terms of sub-rule (1), or the provisions of sub-rule (4), (5) and/or (6). However, any non-compliance may be taken into account when considering costs at the conclusion of the arbitration hearing.

21. When must the Council notify parties of an arbitration

The Council must notify the parties in writing of an arbitration hearing at least twenty-one (21) days prior to the scheduled date, unless the parties agree to a shorter period or reasonable circumstances require a shorter period. If a notification is sent by registered mail only an additional seven (7) days must be allowed.

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22. How to determine whether a commissioner may arbitrate a dispute

If during the arbitration proceedings it appears that a jurisdictional issue has not been determined, the commissioner must require the referring party to prove that the Council has jurisdiction to arbitrate the dispute.

23. How to postpone an arbitration

(1) An arbitration may be postponed -

(a) by written agreement between the parties; or

(b) by application to the Council and on notice to the other parties in terms of sub-rule (3).

(2) The Council must postpone an arbitration without the parties appearing if-

(a) all the parties to the dispute agree in writing to the postponement; and

(b) the written agreement for the postponement is received by the Council at least seven (7) days prior to the scheduled date of the arbitration.

(3) If the conditions of sub-rule (2) are not met, any party may apply in terms of Rule 31 to postpone an arbitration by delivering an application to the other parties to the dispute and filing a copy with the Council before the scheduled date of the arbitration.

(4) After considering the written application, the Council may -

(a) without convening a hearing, postpone the matter; or

(b) convene a hearing to determine whether to postpone the matter.

PART FIVE
RULES THAT APPLY TO CONCILIATIONS AND ARBITRATIONS AND CON-ARBS

24. Where a conciliation or arbitration will take place

(1) A dispute must be conciliated or arbitrated in the region in which the cause of action arose or the employer's principle place of business is located, unless the Head of Dispute in the head office of the Council directs otherwise.

(2) The Council within a region determines the venue for conciliation or arbitration proceedings.

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25. Representation before the Council

(1)(a) In conciliation proceedings a party to the dispute may appear in person or be represented only by -

(i) if the party is an employer, a director or employee of that party and, in addition, if it is a close corporation, a member or employee of that close corporation;

(ii) any member of that party's registered trade union or registered employers' organisation or an office bearer or official as defined in the Act or an office bearer or official as defined in the Act of a registered federation of trade unions or registered federation of employers' organisations;

(iii) if the party is a registered trade union, any member of that trade union or any office bearer or official as defined in the Act and authorized to represent that party or an office bearer or official as defined in the Act of a registered federation of trade unions and authorized to represent that party; or

(iv) if the party is a registered employers' organisation, any director or employee of an employer that is a member of that employers' organisation or an official or office bearer as defined in the Act and authourized to represent that party or an office bearer or official as defined in the Act of a registered federation of employers' organisations and authorized to represent that party.

(v) if a party is the department of labour, any employee or official of the department of labour.

(b) Subject to paragraph (c), in any arbitration proceedings a party to the dispute may appear in person or be represented only by -

(i) a legal practitioner;

(ii) a candidate attorney; or

(iii) an individual entitled to represent the party at conciliation proceedings in terms of sub-rule (1)(a).

(c) If the dispute being arbitrated is referred in terms of section 69(5), or is about the fairness of a dismissal and a party has alleged that the reason for the dismissal relates to the employee's conduct or capacity, a party is not entitled to be represented by a legal practitioner or a candidate attorney in the proceedings unless:

(iv) the commissioner and all the other parties consent;

(v) the commissioner concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering -

(a) the nature of the questions of law raised by the dispute;

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(b) the complexity of the dispute;
(c) the public interest; and
(d) the comparative ability of the opposing parties or their representatives to deal with the dispute.
(e) No representation by a legal practitioner or candidate attorney shall be allowed in facilitations of large scale retrenchments as contemplated in section 189A(3).
(f) No person representing a party in proceedings before the Commission in a capacity contemplated in sub-rule (1)(a) or (b), other than a legal practitioner or candidate attorney contemplated in sub-rule (1)(b)(i) and (ii), may charge a fee or receive a financial benefit in consideration for agreeing to represent that party.

(2) If the party to the dispute objects to the representation of another party to the dispute or the commissioner suspects that the representative of a party does not qualify in terms of this rule, the commissioner must determine the issue.

(3) The commissioner may call upon the representative to establish why the representative should be permitted to appear in terms of this rule.

(4) A representative must tender any documents requested by the commissioner for the purposes of sub-rule (3), including constitutions, payslips, contracts of employment, documents and forms or recognition agreements and proof of membership of a trade union or employers' organisation.

(5) Despite the provisions of sub-rule (1), a commissioner may exclude any person who is representing a party in any proceedings on the basis that they are a member of the same employers' organisation as an employer party, or a member of an employers' organisation that is a party to proceedings, if the commissioner, after enquiring into the matter and considering relevant representations, believes that –

(e) the representative joined the employer's organisation for the purpose of representing parties in the Council; or

(f) the representative's participation in the dispute resolution process

(i) would be contrary to the purpose of the rule which is to promote inexpensive and expeditious dispute resolution in a manner that is equitable to all parties;

(ii) is not in keeping with the objectives of the Labour Relations Act 66 of 1995; or

(iii) may have the consequence of unfairly disadvantaging another party to the dispute."

(6) Despite the provisions of this rule, but subject to the provisions of sub-rule (1)(f), the commissioner may, on application brought in accordance with rule 31, allow a person not contemplated by sub-rule (1) to represent a party at arbitration proceedings before the commission, after considering -

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(a) whether the proposed representative is subject to the oversight and discipline of a professional or statutory body;

(b) whether the proposed representative will contribute to the fairness of the proceedings and the expeditious resolution of the dispute;

(c) prejudice to the other party; and

(d) any other relevant factors.

26. How to join or substitute parties to proceedings

(1) The Council or a commissioner may, at any stage prior to the conclusion of an arbitration or hearing, make an order joining any number of persons as parties in the proceedings if:

(a) The right of the referring party to relief depends on substantially the same question of law or fact, which, if a dispute were to be referred separately against the person sought to be joined, it would arise in a separate claim;

(b) the party to be joined has a substantial interest in the subject matter of the proceedings; or

(c) the party to be joined may be prejudicially affected by the outcome of the proceedings.

(2) A Council or commissioner may make an order in terms of sub-rule (1):

(a) on own accord;

(b) on application by a party; or

(c) if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a party.

(3) An application in terms of this Rule must be made in terms of Rule 31.

(4) When making an order in terms of sub-rule (1), a commissioner may -

(a) give appropriate directions as to the further procedure in the proceedings; and

(b) make an order of costs in accordance with these Rules.

(5) If in any proceedings it becomes necessary to substitute a person for an existing party, any party to the proceedings may apply to the Council for an order substituting that party for an existing party, and a commissioner may make such order or give appropriate directions as to the further procedure in the proceedings.

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(6) An application to join any person as a party to proceedings or to be substituted for an existing party must be accompanied by copies of all documents previously delivered, including the referral form, unless the person concerned or that person's representative is already in possession of the documents. The application may be made at any stage prior to the conclusion of an arbitration hearing.

(7) Subject to any order made in terms of sub-rules (4) and (5), a joinder or substitution in terms of this Rule does not affect any steps already taken in the proceedings.

27. How to correct the citation of a party

If a party to any proceedings has been incorrectly or defectively cited, the Council may of its own accord, by consent of the parties or on application and on notice to the parties concerned, correct the error or defect.

28. When the Council may consolidate disputes

(1) The Council or a commissioner may, of its own accord, by consent of the parties or on application, and on notice to the parties concerned, consolidate more than one dispute so that the disputes may be dealt with in the same proceedings.

(2) The Council or a commissioner may order consolidation of separate disputes of right, where-

(a) the relief sought in each of the separate dispute to be consolidated, depends on the determination of similar or substantially the same questions of law and fact.

(b) there will be no substantial prejudice on the party or parties sought to be joined through a consolidation order;

(c) the balance of convenience favour such consolidation; and

the NBCPSS has jurisdiction on all disputes sought to be consolidated.

29. Disclosure of documents

(1) At any time after the request for arbitration, but not less than fourteen (14) days prior to the hearing date, either party may request the other party to disclose any documents or material relevant to the dispute.

(2) The party to whom the request is made must respond to the request within five (5) days from the date on which the request was received.

(3) A commissioner may either before or during the proceedings at his own accord, or on application, make an order as to the disclosure of relevant documents or other evidence.

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(4) Notwithstanding the above, the parties may agree on the disclosure of documents or other relevant evidence.

30. What happens if a party fails to attend arbitration proceedings before the Council

(1) If a party to the dispute fails to attend or be represented at any arbitration proceedings before the Council, and that party-

(a) had referred the dispute to the Council, a commissioner may dismiss the matter by issuing a written ruling; or

(b) had not referred the matter to the Council, the commissioner may -

(i) continue with the proceedings in the absence of that party; or

(ii) adjourn the proceedings to a later date.

(2) A commissioner must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of sub-rule (1).

(3) If a matter is dismissed, the Council must send a copy of the ruling to the parties within 14 days.

PART SIX: APPLICATIONS

31. How to bring an application

(1) This Rule applies to any -

(a) application for condonation, joinder, substitution, variation, rescission, or postponement;

(b) application in a jurisdictional dispute; and

(c) other preliminary or interlocutory application.

(2) Subject to Rule 32, an application must be brought at least fourteen (14) days prior to the date of the hearing on notice to all persons who have an interest in the application.

(3) The party bringing the application must sign the notice of application in accordance with Rule 4 and must state -

(a) the title of the matter;

(b) the case number assigned to the matter by the Council, if available;

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(c) the relief sought;

(d) the address at which the party delivering the document will accept delivery of all documents in the proceedings;

(e) that any party that intends to oppose the matter must deliver a notice of opposition and answering affidavit within five (5) days after the application has been delivered to it;

(f) that the application may be heard in the absence of a party that does not comply with subparagraph (e); and

(g) that a schedule is included listing the documents that are material and relevant to the application.

(4) The application must be supported by an affidavit. The affidavit must clearly and concisely set out -

(a) the names, description and addresses of the parties;

(b) a statement of the material facts, in chronological order, on which the application is based, in sufficient detail to enable any person opposing the application to reply to the facts;

(c) a statement of legal issues that arises from the material facts, in sufficient detail to enable any party to reply to the document;

(d) if the application is filed outside the relevant time period, grounds for condonation in accordance with Rule 9; and

(e) if the application is brought urgently, the circumstances why the matter is urgent and the reasons why it cannot be dealt with in accordance with the time frames prescribed in these Rules.

(5)(a) Any party opposing the application may deliver a notice of opposition and an answering affidavit within five (5) days from the day on which the application was served on that party.

(b) A notice of opposition and an answering affidavit must contain, with the changes required by the context, the information required by sub-rules (3) and (4) respectively.

(6)(a) The party initiating the proceedings may deliver a replying affidavit within three (3) days from the day on which any notice of opposition and answering affidavit are served on it.

(b) The replying affidavit must address only issues raised in the answering affidavit and may not introduce new issues of fact or law.

(7) A commissioner may permit the affidavits referred to in this Rule to be substituted by a written statement.

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(8) In an urgent application, the Council or a commissioner-

(a) may dispense with the requirements of this Rule; and

(b) may only grant an order against a party that has had reasonable notice of the application.

(9)(a) The Council must allocate a date for the hearing of the application once a replying affidavit is delivered, or once the time limit for delivering a replying affidavit has lapsed, whichever occurs first.

(b) The Council must notify the parties of the date, time and place of the hearing of the application.

(c) Applications may be heard on a motion roll.

(10) Despite this Rule, the Council or a commissioner may determine an application in any manner it deems fit, provided that the Council or the commissioner informs the parties of how the process will be conducted and gives the parties an opportunity to be heard.

31A. How to apply for Picketing Rules or the determination of disputes relating thereto (NOT APPLICABLE TO NBCPSS)

31B. How to apply for the enforcement of Written Undertakings and/or Compliance orders (NOT APPLICABLE TO NBCPSS)

32. How to apply to vary or rescind arbitration awards or rulings

An application for the variation or rescission of an arbitration award or ruling must be made within fourteen (14) days of the date on which the applicant became aware of the arbitration award or ruling.

33. How to apply to refer a dismissal dispute to the Labour Court

(1) An application in terms of Section 191(6) of the Act to refer a matter to the Labour Court, must be delivered -

(a) within ninety (90) days of a certificate that the dispute has not been resolved being issued; or

(b) by a party that has not requested arbitration, within fourteen (14) days of the referral for arbitration being filed.

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(2) Despite sub-rule (1), a party that requests arbitration may not thereafter make an application in terms of Section 191(6).

(3) The application must state the grounds on which a party relies in requesting that the dispute be referred to the Labour Court.

(4) If any party to the dispute objects to the matter being referred to the Labour Court, that party must state the grounds for the objection within seven (7) days of receipt of the application.

(5) The Council must notify the parties of its decision in terms of Section 191(8) within fourteen (14) days of receiving the objection.

(6) In the event that the request has been granted, the party who applied for the referral by the director must refer the matter to the Labour Court in line with rule 11 of the Labour Court rules.

PART SEVEN
Section 188A INQUIRY

34. How to request an inquiry in terms of Section 188A

(1) An employer requesting the Council to conduct an inquiry, must do so by delivering a completed LRA Form 7.19 to the Council.

(2) The employee must sign the LRA Form 7.19 unless the employee has agreed in terms of Section 188A(4)(b)5 to the inquiry in a contract of employment or the inquiry is held in accordance with a collective agreement, in which case a copy of the contract or the collective agreement must be attached to the Form.

(3) When filing the LRA Form 7.19, the employer must pay the prescribed fee to the Council. Payment of the fee may only be made by -

(a) bank guaranteed cheque; or

(b) electronic transfer into the bank account of the Council.

(4) Within seven (7) days of receiving a request in terms of sub-rule (1) and payment of the prescribed fee, the Council must notify the parties to the inquiry of when and where the inquiry will be held.

(5) Unless the parties agree otherwise, the Council must give the parties at least seven (7) days notice of the commencement of the Inquiry.

(6) The Council is only required to refund a fee paid in terms of sub-rule (3), if the Commission is notified of the resolution of the matter prior to issuing a notice in terms of sub-rule (4).

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PART EIGHT: GENERAL

35. Condonation for failure to comply with the Rules and form

(1) Subject to sub-rule (3), the Council or a commissioner may condone any failure to comply with any provision of these Rules, on good cause shown.

(2) In exercising its powers and performing its functions the Commission may act in such a manner as it deems expedient in the circumstances in order to achieve the objects of the Act. In doing so it shall have regard to substance rather than form, save where the Act provides otherwise.

(3) The provisions of this Rule do not apply to Rule 25.

36. Recordings of Council proceedings

(1) The Council must keep a record of -

(a) all processes except conciliations, unless otherwise stated in these Rules;

(b) any arbitration award or ruling made by a commissioner.

(2) The record must be kept by means of a digital recording and, if practically possible, also by legible notes.

(3) A party may request a copy of the record or a portion of a record kept in terms of sub-rule (2), on payment of the costs where applicable.

37. How to have a subpoena issued and served

(1) Any party who requires the Council or a commissioner to subpoena a person in terms of Section 142(1) of the Act, must file a completed Council`s LRA Form 7.16 together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary.

(2) A party requesting the Council to waive the requirement for the party to pay witness fees in terms of Section 142(7) (c) must set out the reasons for the request in writing at the time of requesting the Council to issue a subpoena in respect of that witness. The Council's decision must be made in writing and delivered when issuing the subpoena.

(3) An application in terms of sub-rule (1) must be filed with the Council at least fourteen (14) days prior to the arbitration hearing, or as directed by the commissioner hearing the arbitration.

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(4) The Council may refuse to issue a subpoena if-

(a) the party does not establish why the evidence of the person is necessary;

(b) the party subpoenaed does not have seven (7) days in which to comply with the subpoena;

(c) not satisfied that the party requesting the subpoena has paid the prescribed witness fees, reasonable travel costs and/or subsistence expenses of the person subpoenaed.

(5) A subpoena must be served:

(a) by the person who has requested the issuing of the subpoena or by the Sheriff, at least seven (7) days prior to the scheduled date of the arbitration by;

(b) by delivering a copy of it to the person subpoenaed personally;

(c) by sending a copy of it by registered post to the subpoenaed person's –

(i) residential address;

(ii) place of business or employment; or

(iii) post office box or private bag number;

(d) by leaving a copy of it at the subpoenaed person's place of residence or place of business or employment with a person who apparently is at least sixteen (16) years of age and is residing or employed there.

(6) Service of a subpoena must be accompanied by proof of payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Government Gazette in terms of Section 142(7) of the Act and the witnesses' reasonable travel costs and subsistence expenses.

(7) Sub-rules (4)(c) and (5)(b) do not apply if the Council, in terms of Section 142(7)(c), has waived the requirement to pay witness fees.

37.A Expert witnesses

A party intending to call an expert witness shall give seven (7) days, prior to the hearing, notice thereof to the Council and the other party to the dispute together with a summary of the proposed evidence of such witness, any document on which the witness will rely during evidence and the basis on which the witness is regarded to be an expert to enable the other party to consider the summary and obviate the need for any postponement.

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38. Payment of witness fees

(1) A witness subpoenaed in any proceedings in the Council must be paid a witness fee in accordance with the tariff of allowances published by notice in the Government Gazette in terms of Section 142(7) of the Act.

(2) The witness fee must be paid by -

(a) the party who requested the Council to issue the subpoena; or

(b) the Council, if the issuing of the subpoena was not requested by a party or if the Council waives the requirement to pay witness fees in terms of Section 142(7)(c) .

(3) Despite sub-rule (1), the commissioner may, in appropriate circumstances, order that a witness receives no fee or reasonable travel costs and subsistence expenses or only part of such fees or expenses.

39. Order of costs in an arbitration

(1) In any arbitration proceedings, the commissioner may make an order for the payment of costs according to the requirements of law and fairness and when doing so should have regard to -

(a) the measure of success that the parties achieved;

(b) considerations of fairness that weigh in favour of or against granting a cost order;

(c) any with prejudice offers that were made with a view to settling the dispute;

(d) whether a party or the person who represented that party in the arbitration proceedings acted in a frivolous and vexatious manner

(i) by proceeding with or defending the dispute in the arbitration proceedings, or

(ii) in its conduct during the arbitration proceedings;

(e) the effect that a cost order may have on a continued employment relationship;

(f) any agreement concluded between the parties to the arbitration concerning the basis on which costs should be awarded;

(g) the importance of the issues raised during the arbitration to the parties as well as to the labour community at large;

(h) any other relevant factor.

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(2) A commissioner may make an award of costs in favour of a party who appears or is represented in arbitration by a person contemplated in rule 25(1)(a) in respect of reasonable disbursements actually incurred in the conduct of its case in the arbitration. A commissioner who makes an award in terms of this provision must specify clearly the items and amounts in respect of which costs are ordered.

(3) A commissioner may make an award of costs in respect of the legal fees of a party that is represented in an arbitration by a legal practitioner or candidate attorney, only if the other parties to the arbitration were represented by a legal practitioner or candidate attorney.

(4) An award for costs in terms of sub-rule (3) must be in the amount of –

(a) in respect of the first day of an arbitration (including any arbitration concluded in a single hearing) – R7 000-00 (VAT inclusive);

(b) in respect of each additional day of an arbitration – R4 700-00 (VAT inclusive).

(5) An award for costs in respect of a candidate attorney must be 50 percent of the amount set out in sub-rule (4).

40. Certification and enforcement of arbitration awards

(1) An application to have an arbitration award certified must be made on -

(a) LRA Form 7.18 in respect of an award by a commissioner;

(b) LRA Form 7.18A in respect of an award in arbitration conducted under the auspices of a bargaining council.

(2) Any arbitration award that has been certified in terms of Section 143 of the Act that -

(a) orders the payment of an amount of money may be enforced by execution against the property of the employer party by the Sheriff of the court in the Magisterial district where the employer party resides, or conducts business;

(b) orders the performance of an act other than the payment of money may be enforced by way of contempt proceedings instituted in the Labour Court.

(3) For the purposes of sub-rule (2), an arbitration award includes an award of costs in terms of Section 138(10), a taxed bill of costs in respect of an award of costs and an arbitration fee charged in terms of Section 140(2).

(4) The amount of money that may be enforced through execution by the Sheriff in terms of this Rule includes–

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(a) The amount that is ordered to be paid in terms of the award;

(b) Any interest on that amount calculated in terms of section 143(2);

(c) The Sheriff's costs permitted in terms of the Magistrate's Court Tariff for Sheriffs.

(5) In the event that the CCMA financially assisted the party in whose favour the award was granted in the enforcement or execution thereof, the CCMA may, if the costs of the execution were not realized therein, collect such costs, with interest, directly from the defaulting party.

40A Payment of an arbitration fee ordered in terms of section 140 of the Act

(1) Where the commissioner, having found that the dismissal was procedurally unfair, orders payment of an Arbitration fee in terms of 140(1) of the Act:

(a) The arbitration fee shall be the fee set out in the Council's Tariff of Fees, as gazette annually.
(b) The employer must pay the prescribed fee to the Council within 14 (fourteen) days of receipt of the award ordering payment of such a fee.
(c) Payment of the fee may only be made by –

(i) bank guaranteed cheque, delivered to any of the Council's offices; or
(ii) electronic transfer into the bank account of the Council

DATED AT JOHANNESBURG ON THIS THE 25th DAY OF November 2022.

Chairperson of the NBCPSS	Signature	Name
		Kambulani Mayo
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	Mayo@gtconstruction.co.za	

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Deputy Chairperson of the NBCPSS	Signature	Name Franz Peter Verhufen
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address		

General Secretary for the NBCPSS	Signature	Name CHRISTIAAN GROBLER
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address		

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NATIONAL TREASURY - OFFICE OF THE ACCOUNTANT-GENERAL

NOTICE 1531 OF 2022

NATIONAL TREASURY

RATE OF INTEREST ON GOVERNMENT LOANS

It is hereby notified that the Minister of Finance has, in terms of Section 80(1)(a) and (b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), fixed the Standard Interest Rate applicable, from **1 January 2023** and until further notice, to loans granted by the State out of a Revenue Fund, and /or to all other debts which must be paid into a Revenue Fund, at Ten, five zero percent **(10,50%)** per annum.

The above-mentioned Standard Interest Rate is applicable from **1 January 2023** and until further notice, to all drawings of loans from State money, except loans in respect of which other rates of interest are specifically authorized by legislation or the Minister of Finance.

BOARD NOTICE 381 OF 2022

SACPCMP

The South African Council for the Project and Construction Management Professions

CONSTRUCTING NEW PERSPECTIVES

SACPCMP POLICY ON CONTINUOUS PROFESSIONAL DEVELOPMENT

Revision No.	5-CPD-2-2023
Last Revision Date	06 September 2019
Effective Date	1 April 2023
Valid Until	31 March 2028

	NAME	POSITION	SIGNATURE	DATE
Approved by	Isaac M. Nkosi	SACPCMP President		29 June 2022

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Acronyms and Abbreviations

CBE	The Council for the Built Environment
CHE	Council on Higher Education
CPD	Continuing Professional Development
IPDM	Initial Professional Development Modules
NLRD	National Learners' Records Database
NQF	National Qualifications Framework
PPPI	Public Policy Priority Issues
QCTO	Quality Council for Trades and Occupations
SACPCMP	The South African Council for the Project and Construction Management Professions
SAQA	South African Qualifications Authority
SETA	Sector Education and Training Authority

Definitions

Registered Person	Is defined in the Act as a person registered under the categories referred to in section 18 of the Act but excluding candidates for the purpose of this policy.
The Act	In this policy 'the Act' refers to the founding legislation of the Council which is the Project and Construction Management Professions Act 48 0f 2000

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1. Introduction

According to the *National Qualifications Framework (NQF) Standard Glossary of Terms* Continuing Professional Development (CPD) is defined as, "a range of learning activities through which professionals ensure that they retain their capacity to practice safely, effectively and legally within their scope of practice."

The concept of CPD ascribes to the notion of lifelong learning, as put forward by the South African Qualifications Authority (SAQA) and the National Skills Development Strategy. According to the National Qualifications Framework (NQF) Standard Glossary of Terms lifelong learning is defined as, "Learning that takes place in all contexts in life - formally, non-formally and informally. It includes learning behaviours and obtaining knowledge; understanding; attitudes; values and competencies for personal growth, social and economic well-being, democratic citizenship, cultural identity, and employability".

It is compulsory for all registered professionals to undergo CPD for a CPD period determined by the SACPCM and as specified in this policy on Continuing Professional Development. Failure to comply with this may result in deregistration. However, CPD should be self-motivated as suggested by the Council for the Built Environment (CBE). The *CBE Policy Framework on Continuing Professional Developments* states that, "personal effort should drive professionals towards gaining academic and professional skills, competence and personal development".

2. Legislative and Policy Framework

The powers given to SACPCMP concerning CPD are outlined in Sections 13(k) of the Act, namely that, the SACPCMP may determine, after consultation with Voluntary Associations (VAs) and registered persons, the relevant conditions relating to and the nature and extent of continuing education and training.

As a SAQA recognised Professional Body the SAQA *Policy and Criteria for Recognising a Professional Body and Registering a Professional Designation for the Purposes of the National Qualifications Framework Act, Act 67 of 2008,* requires that the SACPCMP have a CPD Policy.

Furthermore, CPD by its nature falls within the Skills Development sector and thus is also in part governed by the Skill Development Act 97 of 1998. This is also relating to the NQF which has been described by SAQA as a competence management system. Thus, the NQF Act 67 of 2008 will also have a bearing on this policy.

The CPD policy hinges on paragraph 41 of the SAQA *Guidelines for Good Practice for Learning that does Not Lead to a Qualification or Part-Qualification (LNQ)* which recommends a "systematic approach to the establishment of an enabling environment for the appropriate management of quality assurance and promoting good practice" in leaning that takes place outside of the NQF for the purposes of lifelong learning, such

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as CPD, in the interest of the public and those who participate in it. This also ensures that providers are guided "towards sustainable and ethical delivery" of learning opportunities.

Lastly, this CPD policy is guided by the CBE *Policy Framework on Continuing Professional Developments*.

3. Policy Prescripts

3.1. Competency-based CPD

The Council conducts competency assessments based on standards established through consultation with SAQA, its bodies and VAs as stated in Section 13 (d) of the Act, when a professional is initially registered.

Thus, CPD aims at maintaining and enhancing competence, which leads to achieving progression in expertise throughout the registered person's professional practice. There are two key elements connected to this:

a) demonstrating competence through the assessment of milestones, which are linked to the compliance cycle.

b) based on competency standards frameworks for the relevant category identifying gaps in professionals' skills, which are occasioned by the evolving scope of professional practice, to guide ongoing learning.

The aim of competency-based approach is to:

a) improve is the performance in the workplace and the standards of service rendered by registered persons, which address Section 14 (h) of the Act.

b) guide professionals who are striving to acquire new competencies in response to, amongst others, changes in professional practice, new technology and community norms.

c) describe the competencies that must be maintained in general.

d) identify of professional practice-specific needs.

3.1.1. Incorporation of Public Policy Priority Issues

Public Policy Priority Issues (PPPI) will be incorporated to the competencies required for registered persons to maintain through a given CPD period. This ensures that registered persons are aware of and apply national, government and societal developments, so as to maintain relevance, as part of their professional practice and expertise.

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3.2. Criteria for CPD Activities

At the commencement of each CPD period (known as a cycle), as determined by the Council, Criteria for CPD Activities for that cycle will be gazetted. The Criteria for CPD Activities will indicate mandatory competencies for the cycle informed by legislative and other requirements as described in Sub-Section 3.1. above.

The criteria will:

a) Be used by CPD Providers to develop relevant CPD activities for that cycle.

b) Guide registered persons on the CPD activities that should be undertaken during a particular cycle.

c) Guide CPD administration in the auditing of registered persons' CPD cycles.

3.3. Validation of CPD Providers and activities

For the SACPCMP to maintain a reliable and structured stream of CPD activities in the sector that are quality assured, Providers who undertake such CPD activities are required to apply for the validation of their CPD activities in order for them to be recognised by the SACPCMP.

Activities should be aimed at meeting the requirements of the gazetted Criteria for CPD Activities for a CPD cycle as well as meet the professional development, employer's, industry and economic development needs.

Materials/Content provided by CPD Providers and the CPD Provider themselves will be rigorously assessed within strict best practice guidelines by the team of CPD assessors appointed by the SACPCMP. Assessment processes will be frequently revisited in line with changes in best practice guidelines and these will be outlined in *The Criteria and Process for the Assessment of CPD Applications*.

In terms of formal qualifications, only qualifications that are SAQA registered and obtained from an accredited institution (i.e. accredited by the CHE or QCTO) will be considered for CPD.

In terms of registered unit standards, only unit standards that are SAQA registered and obtained from duly SETA accredited institution will be considered for CPD.

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3.4. Unit of Measurement for CPD

The unit of measurement used by the SACPCMP to track CPD achievement is the CPD credit. This is aligned with the credit system of the NQF but is not directly linked to the NQF. This will allow the SACPCMP to recognise CPD activities as follows:

a) 1 CPD Credit = 10 notional hours (the time it takes the average person to master the embedded knowledge skills and understanding required as per *SAQA Criteria and Guidelines for Short Courses and Skills Programmes*).

This allows the Council to definitively recognise and measure learning activities which are registered on the NQF (such as registered Unit Standards and Qualifications), that have been undertaken by registered person, as well as use the same concept to measure all forms of CPD.

3.5. CPD Compliance

3.5.1. CPD Cycle

Through the Competency-based CPD approach and the delineation of milestones the CPD cycle is three (3) financial years. Thus, the cycle applicable to the newly registered persons runs from the beginning of the financial year following the registration (i.e. 1st April). Any Registered Person who does not comply with the requirements of the cycle within the three (3) years may result in their being deregistered.

To comply with the CPD cycle the registered person will be required to:

a) Follow the gazetted Criteria for CPD Activities for the cycle

b) Accumulate the requisite number of CPD credits in each category of CPD

3.5.2. CPD Categories and required CPD Credits

Activities in CPD will be required in the following categories:

Professional practice	Personal development	Mentorship	Public policy priority issues
• To execute their professional and technical duties throughout their working life	• Ongoing development of personal qualities	• Ensuring of the sustainable development of profession	• Keep up with latest ideas, technology and related regulations

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The CPD credits that will be required are as follows:

Timeframe	Professional Practice Credits	Personal Development Credits	Mentorship Credits	PPPI Credits
Year 1	50	25	50	25
Year 2	30	15	30	15
Year 3	20	10	20	10
TOTAL (per category)	100	50	100	50
CYCLE TOTAL	300 CPD Credits			

3.6. Exemption from CPD Requirements

Only Registered Persons in good standing may be granted exemption from CPD requirements. The application for exemption will considered through the *Criteria and Process for Exemption from CPD Requirements*.

3.6.1. Full exemption

The granting of a full exemption for one (1) year of the CPD cycle:

a) withdrawal from professional practice,
b) temporary withdrawal from professional practice, or
c) extended leave because of illness or relocation necessitating withdrawal from professional practice.

On their return, however, Registered Persons may be requested to submit a record of their professional practice within the first (1st) year. Once accepted, their CPD cycle will commence in the year following approval of the record.

3.6.2. Partial Exemption

Partial exemption from CPD requirements will be granted based on retirement on account of age. Retired registered persons will be required to only comply with the Mentorship category of CPD and ensure that the requisite credits are accumulated during their CPD cycle.

3.7. CPD Records Recognition and Management

Registered Persons are responsible for developing their own CPD plans based on the gazetted Criteria for CPD Activities, evaluating activities, and keeping all relevant records. The SACPCMP registration platform allows registered persons to upload their CPD records on to their profiles for assessment and/or auditing. Registered persons are encouraged to regularly check their CPD progress through downloading their CPD statement.

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Acceptable evidence of participation in CPD activities, which is to be submitted for assessment and/or auditing in stipulated in the Criteria for CPD Activities for the cycle.

4. PAJA Imperatives

To give effect to the right to administrative action that is lawful, reasonable and procedurally fair and to the right to written reasons for administrative action as contemplated in section 33 of the Constitution of the Republic of South Africa.

4.1. Procedurally fair Administrative Action

(1) Administrative action which materially and adversely affects the rights or legitimate expectations of any person must be procedurally fair.

(2) A fair administrative procedure depends on the circumstances of each case.

In order to give effect to the right to procedurally fair administrative action, an administrator (SACPCMP), must:

i. give a person adequate notice of the nature and purpose of the proposed administrative action.
ii. Provide a reasonable opportunity to make representations.
iii. Provide a clear statement of the administrative action.
iv. Provide adequate notice of any right of review or internal appeal, where applicable; and
v. Provide adequate notice of the right to request reasons for the administrative action to give effect to the right to procedurally fair administrative action.

In order to give effect to the right to procedurally fair administrative action, an administrator (SACPCMP) may, in his or her or its discretion, also give a person

vi. The opportunity to obtain assistance and, in serious or complex cases, legal representation.
vii. The opportunity to present and dispute information and arguments; and
viii. The opportunity to appear in person.

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If it is reasonable and justifiable in the circumstances, an administrator (SACPCMP) may depart from any of the requirements referred to above. In determining whether a departure is reasonable and justifiable, an administrator (SACPCMP) must consider all relevant factors, including:

ix. the objects of the empowering provision.

x. the nature and purpose of, and the need to take, the administrative action.

xi. the likely effect of the administrative action.

xii. the urgency of taking the administrative action or the urgency of the matter; and

xiii. the need to promote an efficient administration and good governance.

Where an administrator (SACPCMP) is empowered by any empowering provision to follow a procedure which is fair, the administrator may act in accordance with that different procedure.

An administrator (SACPCMP) must convene an internal tribunal to hear a case convened by a person aggrieved and seeking relief for just administrative action. The tribunal shall follow the same procedure as that of a case of against a professional for misconduct.

4.2. Remedies of Administrative Action

The tribunal, in proceedings for review, may grant any order that is just and equitable, including orders directing the administrator (SACPCMP):

i. to give reasons; or

ii. to act in the manner the tribunal requires.

iii. prohibiting the administrator from acting in a particular manner.

iv. setting aside the administrative action and

v. remitting the matter for reconsideration by the administrator, with or without directions; or

vi. in exceptional cases, substituting or varying the administrative action or correcting a defect resulting from the administrative action; or

vii. directing the administrator or any other party to the proceedings to pay compensation.

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viii. declaring the rights of the parties in respect of any matter to which the administrative action relates.

ix. granting a temporary interdictor or temporary relief or

x. as to costs.

5. Version Control

5.1. Maintenance of the policy

The current policy will be reviewed every five (5) years and will be scheduled. Unscheduled reviews will be triggered by the following:

i. Legislation changes
ii. Benchmarking (changes in benchmarks or new benchmarks)
iii. Changes in technology

5.2. Dissemination

The policy will be made available to SACPCMP stakeholders and the general public on the SACPCMP website after publishing in the Government Gazette. It will be disseminated externally on request.

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BOARD NOTICE 382 OF 2022

SACPCMP

The South African Council for the Project and Construction Management Professions

— CONSTRUCTING NEW PERSPECTIVES —

SACPCMP POLICY ON COMPETENCY STANDARDS FOR THE PURPOSE OF REGISTRATION

Revision No.	6-COMP-0-2023
Last Revision Date	NA
Effective Date	1 April 2023
Valid Until	31 March 2028

	NAME	POSITION	SIGNATURE	DATE
Approved by	Isaac M. Nkosi	SACPCMP President		29 June 2022

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Acronyms and Abbreviations

CBE	Council for the Built Environment
IPDM	Initial Professional Development Modules
NQF	National Qualifications Framework
RPL	Recognition of Prior Learning
SACPCMP	The South African Council for the Project and Construction Management Professions
SAQA	South African Qualifications Authority

Definitions

Attitude	**Attitudes** "are important learning outcomes […] which are part of the affective domain and influence people's choice of actions (Ajzen, 1991). Attitudes need to be linked to skills and knowledge in the performance of professional tasks in specific work situations"[1].
Competency	According to UNESCO's TVETipedia Glossary of terms, **competency** is, "an individual's demonstrated capacity to perform a task or skill, that is, the possession of knowledge, skills and personal attributes needed to satisfy the special demands or requirements of a particular situation".
Competency Framework	A **competency framework** is the grouping of units of knowledge, skills and personal attributes with specifiers of standard and levels for each.
Applied Competence	According to the NQF Glossary of Terms **applied competence** is, "the ability to put into practice in the relevant context, the learning outcomes acquired in the process of obtaining a qualification or part-qualification (applied competence encapsulates foundational, reflexive and practical competence)".
Foundational competence	According to the NQF Glossary of Terms **foundational competence** is, "learning that provides opportunities for the development of proficiency in one or more languages as well as in some form of mathematics or mathematical literacy and that is intended to support further learning, or competence required to pursue work in a professional environment".
Knowledge	"From a cognitive psychological perspective, different kinds of **knowledge** can be distinguished, and the distinction between declarative and procedural knowledge is the most

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	widely used. Declarative knowledge is the factual information that a person knows and can report on (Anderson & Schunn, 2000). Procedural knowledge is the connection or use of pieces of declarative knowledge, and generally refers to knowledge that cannot be communicated. Often, a third form of knowledge is added, called strategic or metacognitive knowledge, which pertains to knowledge about the task, context, problem-solving processes and oneself (Krathwohl, 2002)"[1].
Practical Competence	According to the NQF Glossary of Terms **practical competence,** "is practical competence is the demonstrated ability to perform a set of tasks and actions in authentic contexts".
Reflexive Competence	According to the NQF Glossary of Terms **reflexive competence** is, "the demonstrated ability to integrate performances with understanding in order to adapt to changed circumstances and explain the reason behind these adaptations".
Registered Person	Is defined in the Act as a person registered under the categories referred to in section 18 of the Act.
Skills	"**Skills** are interwoven with knowledge and pertain to the psychomotor domain in manipulating and constructing (Morrison, Ross, & Kemp, 2001). Fitts and Posner (1967) define skilled performance as an organised sequence of activities that includes both the organisation of movement and symbolic information (i.e., both motor skills and cognitive skills). Skilled behaviour is goal-directed and sensory information and feedback about response movements is continuously used during performance. We thus view skills as doing or acting in practice, involving motor skills as well as cognitive skills"[1].
The Act	In this policy 'the Act' refers to the founding legislation of the Council which is the Project and Construction Management Professions Act 48 0f 2000.

[1] Baartman, L.K.J. & Bruijn, E. 2011. Integrating knowledge, skills and attitudes: Conceptualising learning processes towards vocational competence. *Educational Research Review*. 6 (2) p125-134.

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1. Introduction

The South African Council for the Project and Construction Management Professions is an established through the Project and Construction Management Professions Act 48 of 2000, hereafter referred to as 'the Act' to provide for the registration of professionals. According to Section 1 (xiv) of the Act, registration is defined as the assessment of competency of applicants for the purpose of registration under the Act and entering the names of the applicants who qualify into a register.

The Policy Document on the Statutory Regulation of The Built Environment Professions of 1999, which preceded the promulgation of the Acts that established the Councils, outlined the functions of the Councils for the various Built Environment Professions, in terms of education, training and professional development. It states: *"It is of critical importance that appropriate competency standards are set for each of the professions and that compliance with these standards in all aspects of the education, training and professional development is assured. It is clearly in the public interest that appropriate standards are set and maintained for all levels of expertise in the professions. Achievement of appropriate standards of competence in a profession is of public interest because there is then a formal basis for the objective judging of the suitability of a particular person to undertake specific work".*

Thus, the purpose of developing competency standards for the purpose of registration is to ensure that if a person is deemed competent and registered as a professional by the SACPCMP, they are able to undertake the work outlined in the gazetted Scope of Services for a particular profession.

2. Legislative and Policy Framework

According to Section 13 (d) of the Project and Construction Management Profession Act, 48 of 2000, the Council may consult with the South African Qualifications Authority (SAQA) or anybody established by it and the voluntary associations, to determine competency standards for the purpose of registration.

Setting competency standards occurs within the framework provided by SAQA. Consequently, the *Policy and Criteria for Recognising a Professional Body and Registering a Professional Designation for the Purposes of the National Qualification Framework Act* (Act 67 of 2008) will have a bearing on this policy.

The National Qualification (NQF) was developed to promote a culture of lifelong learning, with systematic alignment with South Africa's Human Resource Development Strategy and National Skills Development Strategy, which contributes to economic development. Distinct learning forms and their expression in professional

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workplace practices, find common ground in the NQF. According to SAQA's *NQF and Standards Setting handbook* SAQA is responsible for the registering of qualifications and standards on the NQF. However, it is industry, through professional councils and subject matter experts, that are responsible for generating unit standards within the quality assurance process and parameters defined by NSBs. These qualifications also culminate in the achievement of applied competence. This provides for the knowledge base requirements expressed in competency standards frameworks.

This policy also draws the Council for the Built Environment's (CBE) *Policy Framework on Competency Standards for BE Graduates and Professionals*.

3. Policy Prescripts

3.1. Development of Competency Standards Frameworks

3.1.1. Development Process

The development of competency standards frameworks must encompass the following elements:

Element 1	**Independent Research** Independent research of the profession using qualitative and quantitative methodologies coupled with the analysis of the gazetted scope of services for each profession, is undertaken to establish the core areas of competency.
Element 2	**Development of Draft Competency Standards** Based on the research outcome, competency standards are defined and described according to: knowledge, skills and attitude requirements based on the level of each designation and performance criteria of each standard and presented in a framework for each profession.
Element 3	**Industry Benchmarking** The draft competency standards frameworks are benchmarked with international competency frameworks of recognised professions, based on international agreements.

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Element 4	**Broad consultation** Stakeholder consultation plan is developed and implemented to ensure that all relevant stakeholders are adequately consulted, and their input and recommendations recorded and incorporated into the competency standards frameworks, where applicable.
Element 5	**Development of Assessment Framework** Before the competency standards frameworks are finalised and approved tests for measurability of each competency standard are conducted and assessment frameworks are developed for the assessment of the approved competencies for the purpose of registration.
Element 5	**Development of Curriculum Framework** Once competency standards frameworks are finalised and approved curriculum frameworks are developed for the development of educational programmes or learning activities which are to be used primarily for accreditation, Initial Professional Develop Modules (IPDM) and Continuing Professional Development (CPD) purposes.

3.1.2. Competency Standards Structure

The structure of the competency standards must be in the form of frameworks which describe each area of competence i.e., knowledge, skills and attitudes in individual standards mapped across levels of the relevant designations with relevant performance level descriptors for each standard.

The competency standards must not be complex and thus should not exceed 10 competencies in each area of competence to ensure that they are implementable.

3.2. Application of Competency Standards Frameworks for the purpose of Registration

According to Section 19 (1) of the Act a person applying as a professional must:

i. Demonstrate his or her competence as measured against standards determined by the SACPCMP for the relevant category of registration.
ii. Pass any additional examinations that may be determined by the SACPCMP.

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The SACPCMP assessment of competency must be outlined in the SACPCMP Competency Assessment Framework, which will be the core element of all assessment criteria for the purpose registration.

4. PAJA Imperatives

To give effect to the right to administrative action that is lawful, reasonable and procedurally fair and to the right to written reasons for administrative action as contemplated in section 33 of the Constitution of the Republic of South Africa.

4.1. Procedurally fair Administrative Action

(1) Administrative action which materially and adversely affects the rights or legitimate expectations of any person must be procedurally fair.

(2) A fair administrative procedure depends on the circumstances of each case.

In order to give effect to the right to procedurally fair administrative action, an administrator (SACPCMP), must:

i. give a person adequate notice of the nature and purpose of the proposed administrative action.
ii. Provide a reasonable opportunity to make representations.
iii. Provide a clear statement of the administrative action.
iv. Provide adequate notice of any right of review or internal appeal, where applicable; and
v. Provide adequate notice of the right to request reasons for the administrative action to give effect to the right to procedurally fair administrative action.

In order to give effect to the right to procedurally fair administrative action, an administrator (SACPCMP) may, in his or her or its discretion, also give a person

vi. The opportunity to obtain assistance and, in serious or complex cases, legal representation.
vii. The opportunity to present and dispute information and arguments; and
viii. The opportunity to appear in person.

If it is reasonable and justifiable in the circumstances, an administrator (SACPCMP) may depart from any of the requirements referred to above. In determining whether a departure is reasonable and justifiable, an administrator (SACPCMP) must consider all relevant factors, including:

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ix. the objects of the empowering provision.
x. the nature and purpose of, and the need to take, the administrative action.
xi. the likely effect of the administrative action.
xii. the urgency of taking the administrative action or the urgency of the matter; and
xiii. the need to promote an efficient administration and good governance.

Where an administrator (SACPCMP) is empowered by any empowering provision to follow a procedure which is fair, the administrator may act in accordance with that different procedure.

An administrator (SACPCMP) must convene an internal tribunal to hear a case convened by a person aggrieved and seeking relief for just administrative action. The tribunal shall follow the same procedure as that of a case of against a professional for misconduct.

4.2. Remedies of Administrative Action

The tribunal, in proceedings for review, may grant any order that is just and equitable, including orders directing the administrator (SACPCMP):

i. to give reasons; or
ii. to act in the manner the tribunal requires.
iii. prohibiting the administrator from acting in a particular manner.
iv. setting aside the administrative action and
v. remitting the matter for reconsideration by the administrator, with or without directions; or
vi. in exceptional cases, substituting or varying the administrative action or correcting a defect resulting from the administrative action; or
vii. directing the administrator or any other party to the proceedings to pay compensation.
viii. declaring the rights of the parties in respect of any matter to which the administrative action relates.
ix. granting a temporary interdictor or temporary relief or
x. as to costs.

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5. Version Control

5.1. Maintenance of the policy

The current policy will be reviewed every five (5) years and will be scheduled. Unscheduled reviews will be triggered by the following:

i. Legislation changes
ii. Benchmarking (changes in benchmarks or new benchmarks)
iii. Changes in technology

5.2. Dissemination

The policy will be made available to SACPCMP stakeholders and the general public via the SACPCMP website after publishing in the Government Gazette. It will be disseminated externally on request.

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BOARD NOTICE 383 OF 2022

The South African Council for the Project and Construction Management Professions

CONSTRUCTING NEW PERSPECTIVES

SACPCMP POLICY ON RECOGNITION OF PRIOR LEARNING

Revision No.	3-RPL-0-2023
Last Revision Date	NA
Effective Date	1 April 2023
Valid Until	31 March 2028

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Approved by	Isaac M. Nkosi	SACPCMP President		29 June 2022

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Acronyms and Abbreviations

CBE	The Council for the Built Environment
IPDM	Initial Professional Development Modules
NQF	National Qualifications Framework
RPL	Recognition of Prior Learning
SACPCMP	The South African Council for the Project and Construction Management Professions
SAQA	South African Qualifications Authority

Definitions

Informal Learning	According to the SAQA *National Policy for the Implementation of Recognition of Prior Learning (RPL)* **informal learning** is "Learning that results from daily activities related to paid or unpaid work, family or community life, or leisure".
Learning Outcomes	According to the SAQA *National Policy for the Implementation of Recognition of Prior Learning (RPL)* **learning outcomes** are "The contextually demonstrated end-products of specific learning processes, which include knowledge, skills and values".
Meta-Assessment	This a term borrowed from the education quality assurance field which describes the function of evaluating evaluation itself. However, for the purpose of RPL **meta-assessment** refers to the overall assessment and synthesis of an applicant's knowledge as evidence of learning based on the learning outcomes of relevant qualifications.
Non-formal Learning	According to the SAQA *National Policy for the Implementation of Recognition of Prior Learning (RPL)* **non-formal learning** is the "Planned learning activities, not explicitly designated as learning towards the achievement of a qualification or part-qualification; often associated with learning that results in improved workplace practice".
Registered Person	Is defined in the Act as a person registered under the categories referred to in section 18 of the Act.
The Act	In this policy 'the Act' refers to the founding legislation of the Council which is the Project and Construction Management Professions Act 48 0f 2000.

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1. Introduction

The South African Council for the Project and Construction Management Professions (SACPCMP) is established through the Project and Construction Management Professions Act 48 of 2000, hereafter referred to as 'the Act' to provide for the registration of professionals. According to Section 1 (xiv) of the Act, registration is defined as assessment of competency of applicants for the purpose of registration under the act and entering the names of the applicants who qualify into a register.

The South Africa Qualifications Authority (SAQA) in its *National Policy for the Implementation of Recognition of Prior Learning (RPL)* defines RPL as "the principles and processes through which the prior knowledge and skills of a person are made visible, mediated, and assessed for the purposes of alternative access and admission, recognition and certification, or further learning and development". Furthermore, RPL provides alternative access into a programme of learning or professional designation.

2. Legislative and Policy Framework

In Section 19 of the Act which refers to the powers of the SACPCMP in relation to registration sub-section (4) states that prior learning is "the previous learning and experience of a learner, howsoever obtained, against the learning outcomes required for a specified qualification and the acceptance for the purposes of qualification of that which meets those requirements". RPL is the means through which the SACPCMP seeks to obtain evidence of prior learning through the acknowledgement of, amongst others, non-formal and informal learning for the purpose of registration, and by so doing attempt to address visible and invisible barriers that exist regarding access to the processions under the ambit of the SACPCMP.

This policy draws on SAQA's *National Policy for the Implementation of Recognition of Prior Learning* (RPL) and *Policy and Criteria for Recognising a Professional Body and Registering a Professional Designation for the Purposes of the National Qualification Framework Act* (Act 67 of 2008) as well as the Council for the Built Environment's (CBE) *Policy Framework on Recognition of Prior Learning in the Built Environment*.

3. Policy Prescripts

3.1. RPL Criteria

Clear criteria and guidelines against which applicants for RPL will be evaluated must be published for a period that will be determined by the SACPCMP. These criteria stipulate the requirements for applicants to be eligible for RPL for access into a specific designation.

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3.2. Application for RPL

Provision has been made for persons who do not have the relevant formal qualifications but have some substantial knowledge and experience in the field of a specific category. This also includes applicants who have non-built environment related qualifications or qualifications that are not recognised for registration in a specific category.

According to Section 11 (a) and 19(1)(a) and (b):

i. A person must apply in the prescribed application form for registration accompanied by the prescribed fee. In terms of RPL the applicant will be required to apply for RPL before being recommended for registration in a particular category and designation.

3.2.1. Prescribed Application Form

The SACPCMP prescribed application form is digitally available on its registration platform.

As part of the application, applicants will be required to sign and adhere to a Code of Conduct. If an applicant is found to be in breach of this Code of Conduct will result in a penalty against the applicant as determined by the SACPCMP.

3.2.2. Fees and Charges

In terms of Section 12 of Act 48 of 2000, the Council may, with regard to the fees and charges which are payable to the Council, determine:

i. Application fees
ii. Registration fees
iii. Annual fees or portion thereof, in respect of a part of a year.
iv. The date on which the fee or charge is payable
v. The fees payable for an appeal in terms of section 24(1) or
vi. Any other fee or charge it considers necessary

The Council may grant exemption from payment of application fees, registration fees, annual fees, charges, or a portion thereof referred to above on a case-by-case basis and after application by the relevant applicant.

All the approved fees related to registration including RPL are gazetted annually, and these are the fees which will be applied for RPL for the relevant period of validity.

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3.3. Competency Frameworks

According to Section 13 (d) of the Project and Construction Management Profession Act, 48 of 2000, the Council may consult with the South African Qualifications Authority (SAQA) or any Body established by it and the voluntary associations, to determine competency standards for the purpose of registration.

A Competency Standards Framework for each category must be gazetted and implemented for a period determined by the Council, against which applicants must be assessed for the purpose of registration.

The Competency Standards Frameworks are designed to describe the knowledge, skills and attitudes that a person must have in order to be deemed competent and registered as a professional in a specific category. The RPL process aims to establish the knowledge base of an applicant before access to registration is granted and a full competency assessment undertaken for the purpose of registration.

3.4. Recognition of Educational Achievement

The RPL process is designed to assess the amount of knowledge applicants possess and credit them for their knowledge base. This may include the acknowledgment of the educational achievement of applicants obtained through formal qualifications, which fall outside of the Registration Criteria.

The recognition of educational qualifications must be conducted in accordance with the SACPCMP's *Criteria and Process for the Recognition of Educational Qualifications*.

Furthermore, RPL applicants have the following options for the individual assessment of whether they satisfy the educational requirements of a specific designation:

i. Accredited Examinations at the exit level of the accredited qualifications, part qualifications or short-learning programmes, set by accredited higher education providers, accredited training providers or accredited examining bodies.
ii. Assessment of evidence presented by the applicant of prior learning against specified criteria.
iii. Evidence of work experience against specified criteria.
iv. Evaluation of formal educational qualification

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For RPL applicants who have obtained formal qualifications that are not recognised by the SACPCMP for the purpose of registration or that are not built environment related, an educational evaluation will be undertaken through the SACPCMP's *Criteria and Process for the Recognition of Educational Qualifications*.

3.4.1. Criteria for Recognising Formal Qualifications for the purpose of RPL

In order for the Council to recognise any educational qualification for the purpose of RPL, which has been obtained in the Republic of South Africa:

i. It must be a full or part qualification or unit standard
ii. Registered on the NQF
iii. Obtained from an accredited educational institution, this means that:
    a) It is accredited by the Council for Higher Education (CHE) if it is an academic qualification.
    b) It is accredited by the Quality Council for Trades and Occupation (QCTO) if it is an occupational qualification.

With regards to a foreign qualification has been evaluated by SAQA and evaluation certificate has been obtained.

3.5. RPL Structure and Assessment

The structure of and process of assessment for RPL must include:

i. Applicant-support before, during and after the RPL process
ii. Preparation for any processes undertaken for the purpose of RPL (including guidance and support in preparation of evidence of relevant prior learning)
iii. Mediation of knowledge obtained informally, non-formally and formally
iv. Provision of feedback after assessments

The SACPCMP assessment methodology/tools for RPL are outlined in the SACPCMP Competency Assessment Framework with the relevant level of achievement requirements.

Applicants who successfully complete the RPL process will be awarded an RPL certificate which will grant them access to a specific registration category and designation.

Applicants who have achieved below the required level of achievement (within a stipulated threshold) will be provisionally approved on condition that they undertake the process described in sub-section 3.5.2.

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3.5.1. Phases of RPL Assessment

Assessment for RPL will be undertaken in two (2) phases:

i. Phase 1	**Comparison of experience against accredited or recognised learning programmes** Careful study of the relevant qualification and/or the unit standards and an indication of why the applicant believes, on the strength of his/her experience, that a particular learning programme can be successfully credited via the RPL process. This may not be limited to learning requirements but can include any other requirements stipulated in the published RPL Criteria. This phase will determine, based on the above, whether an applicant will achieve successful entry to the RPL process.
ii. Phase 2	**Meta-Assessment** Assessment tools that operate on the "meta-assessment" level rather than on the more detailed learning assessment level will be utilised, constructed using the Exit Level Outcomes and Associated Assessment Criteria in qualification documents. The purpose of this phase is to determine an acceptable level of expertise.

3.5.2. Provisions for gaps in RPL Applicant knowledge and skills

If after the RPL assessment it is established that there are gaps in the knowledge and skills of an applicant, the applicant will be required to undertake specific Initial Professional Development Modules (IPDM) which are deemed as being desirable to meet the category of registration for which the applicant is being recommended. The IPDM are developmental programmes that bridge the gaps identified and are tailored around each applicant's identified developmental area, which is dependent on their assessment outcome.

The applicants will be required to undergo an examination on each module, as determined by the Council, passing which they will receive a certificate of competence and be allowed to proceed to the professional registration process.

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xii. the urgency of taking the administrative action or the urgency of the matter; and
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iii. prohibiting the administrator from acting in a particular manner.
iv. setting aside the administrative action and
v. remitting the matter for reconsideration by the administrator, with or without directions; or
vi. in exceptional cases, substituting or varying the administrative action or correcting a defect resulting from the administrative action; or
vii. directing the administrator or any other party to the proceedings to pay compensation.
viii. declaring the rights of the parties in respect of any matter to which the administrative action relates.
ix. granting a temporary interdictor or temporary relief or
x. as to costs.

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BOARD NOTICE 384 OF 2022

SACPCMP

The South African Council for the Project and Construction Management Professions

CONSTRUCTING NEW PERSPECTIVES

SACPCMP POLICY ON REGISTRATION

Revision No.	1-REG-3-2023
Last Revision Date	27 February 2009
Effective Date	1 April 2023
Valid Until	31 March 2028

	NAME	POSITION	SIGNATURE	DATE
Approved by	Isaac M. Nkosi	SACPCMP President		29 June 2022

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Acronyms and Abbreviations

CPD	Continuing Professional Development
IPDM	Initial Professional Development Modules
NLRD	National Learners' Records Database
NQF	National Qualifications Framework
SACPCMP	The South African Council for the Project and Construction Management Professions
SAQA	South African Qualifications Authority

Definitions

Registered Person	Is defined in the Act as a person registered under the categories referred to in section 18 of the Act.
The Act	In this policy 'the Act' refers to the founding legislation of the Council which is the Project and Construction Management Professions Act 48 0f 2000.

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1. Introduction

The South African Council for the Project and Construction Management Professions is established through the Project and Construction Management Professions Act 48 of 2000, hereafter referred to as 'the Act' to provide for the registration of professionals. According to Section 1 (xiv) of the Act, registration is defined as assessment of competency of applicants for the purpose of registration under the Act and entering the names of the applicants who qualify into a register.

2. Legislative and Policy Framework

The powers given to the SACPCMP concerning registration are outlined in Section 11 of the Act. These relate to:

i. The consideration of applications for registration
ii. Prescribed period of validity of registration
iii. Maintenance of a register of registered persons
iv. Issuing of certificates

Other matters related to registration are covered in Sections 18, 19, 20, 21 and 22 of the Act. These relate to:

i. Categories of registrations
ii. Registration
iii. Cancellation of registration
iv. Authorised titles
v. Renewal of registration
vi. Return of registration certificate

As a South African Qualifications Authority (SAQA) recognised Professional Body, the SACPCMP's registration policy is also guided by the requirements of the *National Qualifications Framework Act 67 of 2008* and the SAQA *Policy and Criteria for Recognising a Professional Body and Registering a Professional Designation for the Purposes of the National Qualifications Framework Act, Act 67 of 2008*. This means that all applicants successfully registered as professionals and in specified categories are captured on the National Learners' Records Database (NLRD) by conferring designations that are registered on the NQF.

Furthermore, the NQF Act stipulates the legislative requirements of a qualification obtained in South Africa. The Higher Education Act 101 of 1997 and Skills Development Act 97 of 1998 stipulate the quality assurance requirements for educational institutions and their educational programmes in order for the SACPCMP to legally recognise qualifications for the purpose of registration.

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3. Policy Prescripts

3.1. Registration Categories

The Act specifies the categories of registration in Section 18 (1) (a), (b) and (c) under the following categories:

(a) Professional, which is divided into –
  (i) Professional Construction Manager; or
  (ii) Professional Construction Project Manager;

(b) Candidate, which is divided into –
  (i) Candidate Construction Manager; or
  (ii) Candidate Construction Project Manager; or

(c) specified categories prescribed by the Council.

The SACPCMP thus registers successful applicants in the above categories, for which they will be conferred SAQA recognised designations as follows:

Professionals
Professional Construction Project Manager (PrCPM)
Professional Construction Manager (PrCM)

Specified Categories
Professional Construction Mentor (PrCMentor)
Construction Mentor (CMentor)
Professional Construction Health and Safety Agent (PrCHSA)
Construction Health and Safety Officer (CHSO)
Construction Health and Safety Manager (CHSM)
Professional Building Inspector (PrBInsp)
Certified Building Inspector (CBInsp)

Furthermore, the Council confers Candidate designations as follows:

Candidate Construction Project Manager (Can CPM)
Candidate Construction Manager (Can CM)
Candidate Construction Health and Safety Agent (Can CHSA)
Candidate Construction Health and Safety Officer (Can CHSO)
Candidate Construction Health and Safety Manager (Can CHSM)
Candidate Professional Building Inspector (Can PrBInsp)
Candidate Certified Building Inspector (Can CBInsp)

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3.2. Application for Registration

According to Section 11 (a) and 19(1)(a) and (b):

i. A person must apply in the prescribed application form for registration accompanied by the prescribed fee.

1.1.1. Prescribed Application Form

The SACPCMP prescribed application form is digitally available via its registration platform(s).

As part of the application, applicants will be required to sign and adhere to a Code of Conduct. If an applicant is found to be in breach of this Code of Conduct will result in a penalty against the applicant as determined by the SACPCMP.

1.1.2. Fees and Charges

In terms of Section 12 of Act 48 of 2000, the Council may, with regard to the fees and charges which are payable to the Council, determine:

i. Application fees
ii. Registration fees
iii. Annual fees or portion thereof, in respect of a part of a year.
iv. The date on which the fee or charge is payable
v. Fees payable for an appeal in terms of section 24(1) or
vi. Any other fee or charge it considers necessary

The Council may grant exemption from payment of application fees, registration fees, annual fees, charges, or a portion thereof referred to above on a case-by-case basis and after application by the relevant applicant.

Candidates are encouraged to upgrade to professional level within a period of three years from date of registration, whereafter they will pay a full fee irrespective of their registration status.

All the approved fees related to registration are gazetted annually and these are the fees which will be applied for the relevant period of validity.

3.3. Competency Frameworks

According to the Section 13 (d) of the Project and Construction Management Profession Act, 48 of 2000, the Council may consult with

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the South African Qualifications Authority (SAQA) or any Body established by it and the voluntary associations, to determine competency standards for the purpose of registration.

A Competency Standards Framework for each category must be gazetted and implemented for a period determined by the Council, against which applicants must be assessed for the purpose of registration.

3.4. Assessment of Competency

According to Section 19 (1) of the Act a person applying as a professional must:

3.4.1. Demonstrate his or her competence as measured against standards determined by the SACPCMP for the relevant category of registration.

3.4.2. Pass any additional examinations that may be determined by the SACPCMP

The SACPCMP assessment of competency is outlined in the SACPCMP Competency Assessment Framework.

3.5. Recognition of Educational Qualifications

In order for the Council to recognise any educational qualification for the purpose of registration, which has been obtained in the Republic of South Africa:

3.5.1. It must be a full qualification

3.5.2. Registered on the NQF

3.5.3. Obtained from an accredited educational institution, this means that:

i. It is accredited by the Council for Higher Education (CHE) if it is an academic qualification

ii. It is accredited by the Quality Council for Trades and Occupation (QCTO) if it is an occupational qualification

With regards to foreign qualification has been evaluated by SAQA and evaluation certificate has been obtained.

The recognition of educational qualifications must be conducted in accordance with the SACPCMP's Criteria and Process for the Recognition of Educational Qualifications.

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3.6. Registration Criteria

Registration Criteria must be developed for a period as determined by the SACPCMP, according to the applicable competency standards framework for each registration category. These Registration Criteria stipulate the requirements for applicants to be eligible for registration in a specific designation. The Registration Criteria must be gazetted for implementation.

3.7. Routes to Registration

3.7.1. Educational Route

i. SACPCMP Accredited Qualifications and Relevant Experience
If applicants have SACPCMP-accredited qualifications and the relevant experience as outlined in the gazetted Registration Criteria, they will be eligible for registration in the category for which they applied.

ii. SACPCMP Accredited Qualifications and No Relevant Experience
If applicants have SACPCMP-accredited qualifications and do not have the relevant experience as outlined in the Registration Criteria, they will be required to undertake a Structured Candidacy Programme, as determined by the SACPCMP and aligned to the competency framework for a specific designation, which will ensure that they obtain the required experience within the recommended time in order to be eligible for professional registration.

The candidature period must be stipulated in the gazetted Registration Criteria.

iii. Non-SACPCMP-Accredited Qualification and Relevant Experience
All applicants who are not in possession of SACPCMP accredited or recognised qualification for a specific category and have a built environment qualification (including foreign qualifications), will be required to undertake specific Initial Professional Development Modules (IPDM) which are deemed as being desirable to meet the category of registration for which they applied.

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Before the above is determined the applicant will undergo an educational qualification evaluation, as described in the *Criteria and Process for the Recognition of Educational Qualifications*, conducted to determine equivalence to an SACPCMP accredited or recognised qualification for a specified designation.

The IPDM are developmental programmes that bridge the gap identified in the educational qualification evaluation and are tailored around each applicant's identified developmental area, which is dependent on their qualification.

The applicants will be required to undergo an examination on each module, as determined by Council, passing which they will receive a certificate of competence and be allowed to proceed with the professional registration process, if they are perceived to have the required experience.

iv. Non-SACPCMP-Accredited Qualification and No Relevant Experience

If applicants do not have SACPCMP accredited qualifications or recognised qualification for a specific category and have a built environment qualification (including foreign qualifications), and do not have the relevant experience as outlined in the gazetted Registration Criteria, they will be required to undertake a Structured Candidacy Programme, as determined by the SACPCMP and aligned to the competency framework for a specific designation, which will ensure that they obtain the required experience within the recommended time in order to be eligible for professional registration.

As part of the Structured Candidacy Programme these applicants will be required to undertake specific IPDM which are deemed as being desirable to meet the category of registration for which they applied. The applicant will undergo an educational qualification evaluation, as described in the *Criteria and Process for the Recognition of Educational Qualifications*, conducted to determine equivalence to an SACPCMP accredited or recognised qualification for a specified designation.

The IPDM are developmental programmes that bridge the gap identified in the educational qualification evaluation and are

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tailored around each applicant's identified developmental area, which is dependent on their qualification.

The applicants will be required to undergo an examination on each module, as determined by Council, passing which they will receive a certificate of competence.

Thus, the requirements to be deemed eligible for professional registration will be upon successful completion of the Structured Candidacy Programme which includes the completion of IPDM as well as the obtaining of required experience.

The candidature period must be stipulated in the gazetted Registration Criteria.

3.7.2. Recognition of Prior Learning

Provision has been made for applicants who do not have the relevant formal qualification but have some substantial knowledge and experience in the field of a specific category. These applicants are allowed to go through a programme of Recognition of Prior Learning (RPL). The programme is designed to assess the amount of knowledge these individuals possess and credit them for their knowledge base.

RPL is governed by the SACPCMP Policy on Recognition of Prior Learning.

3.8. Conditions for Refusal to Register an Applicant

In terms of Section 19(3)(a), the Council may refuse to register an applicant on the following basis:

a) if the applicant has been removed from an office of trust on account of improper conduct.
b) if the applicant has been convicted of an offence within the Republic, other than offences committed prior to 27 April 1994 associated with political objectives and was sentenced to imprisonment without an option of a fine, or in the case of fraud, to a fine or imprisonment or both.
c) if the applicant has been convicted of an offence in a foreign country and was sentenced to imprisonment without an option of a fine, or in the case of fraud to a fine or imprisonment or both.

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d) if the applicant is declared by the High Court to be of unsound mind or mentally disordered or is detained under the Mental Health Act of 1973.
e) if the applicant is disqualified from registration as a result of any punishment imposed on him or her under the Act, 48 of 2000.
f) if the applicant is an un-rehabilitated insolvent whose insolvency was caused by his or her negligence or incompetence in performing work falling within the scope of the category in respect of which he/she is applying for registration.

The SACPCMP must provide the applicant with a notice of refusal to register based on the conditions described above.

3.9. Register of Registered Persons and Registration Certificates

Section 11 (b) and (c) of the Act states that the SACPCMP may:

i. prescribe the period of validity of the registration of a registered person,
ii. keep a register of registered persons,
iii. decide on the form of certificates,
iv. decide on the maintenance of the register and certificates,
v. decide on the reviewing of the register and certificates and the manner in which alteration thereto may be effected.

1.8.1. Design and form of registration certificates

Due to issues with security and possibility of fraud, the SACPCMP may change the design and security features of its registration certificates from time to time. Each new certificate must be extensively communicated to all of the SACPCMP's stakeholders and before implementation.

1.8.2. Validity of certificates

The SACPCMP registration certificate is valid for one (1) financial year, after which it must be renewed upon payment of the applicable annual registration fee.

1.8.3. Register of registered persons

The register of Registered Persons is maintained on the SACPCMP's online registration platform, in accordance with the Protection of Personal Information Act 4 of 2013.

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3.10. Maintenance of Registration

3.10.1. Continuing Professional Development

To maintain their registration, all registered professionals and specified designations are required to show evidence of Continuing Professional Development (CPD) every three (3) year CPD period (known as a CPD cycle) as specified in the CPD Policy of the SACPCMP and Criteria for CPD Activities. Failure to comply with this may result in deregistration.

3.10.2. Renewal of Registration

According to Section 22 of the Act, a registered person must, at least three months prior to the prescribed expiry date of their registration, apply to the Council for the renewal of his or her registration. Furthermore, the Council may determine conditions for the renewal of registration. Barring when there are any exclusion or penalties against a Registered Person, the conditions of renewal will be as follows:

a) Payment of the prescribed annual fee (as per gazette notice and validity period).

3.11. Cancellation of Registration

Section 20 of the Act stipulates the conditions under which the SACPCMP may cancel the registration of a Registered Person. The cancelation of registration may occur:

i. If the registered person becomes disqualified from registration as described in Section 3.8. above.
ii. If the Registered Person has erroneously been registered, or has been registered on information subsequently proved to be false; or
iii. If the Registered Person fails to pay the prescribed annual fee or portion thereof, within 60 days from it becoming due or within such further period as the council may allow, either before or after the expiry of the 60 days.
iv. When a candidate qualifies for professional registration, their candidate registration must be cancelled.
v. When a Registered Person submits a written request to cancel their registration, except when an investigation into alleged improper conduct against the Registered Person, which must be concluded before the cancellation is implemented.

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If it has been determined that a Registered Person's registration will be cancelled, the SACPCMP must notify the Registered Person of the pending cancellation.

Notwithstanding the cancellation of registration, the Registered Person will still be liable for any fee, arrears or penalty imposed by the Council for the period that they were registered.

3.12. Reregistration After Cancellation of Registration

According to Section 22 (3) of the Act the following conditions apply for the reregistration of previously registered persons are as follows:

3.12.1. Application for Reregistration

If a Registered Person has been deregistered under the conditions described in Sub-section 3.11 above, they will be required to apply for reregistration.

The reregistration of a previously Registered Person, based on the reason for cancellation and duration of the lapsed registration, may be on condition that they:

a) Pass a competency assessment and/or examination determined by the SACPCMP,
b) Pay the prescribed application for reregistration fee,
c) Pay any arrear annual fee (where applicable),
d) Pay any penalties imposed by the Council (where applicable).

4. Right to Appeal

According to Section 24 (1) of the Act, if an applicant is of the opinion that the SACPCMP in its refusal to register him or her, or to cancel his or her registration did not comply with section 33 of the Constitution, that applicant may appeal to the Council against that decision.

The above excludes the refusal or cancellation that is implemented for the following reasons:

i. a cancellation in terms of Section 3.11 of this policy
ii. or was found guilty of improper conduct,

To appeal the aggrieved applicant must:

iii. make payment of the prescribed fees and
iv. lodge the appeal within 30 days from the date on which the refusal or cancellation came to their knowledge,

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Appeals are governed by the SACPCMP's Appeal Policy.

5. PAJA Imperatives

To give effect to the right to administrative action that is lawful, reasonable and procedurally fair and to the right to written reasons for administrative action as contemplated in section 33 of the Constitution of the Republic of South Africa.

5.1. Procedurally fair Administrative Action

(1) Administrative action which materially and adversely affects the rights or legitimate expectations of any person must be procedurally fair.
(2) A fair administrative procedure depends on the circumstances of each case.

In order to give effect to the right to procedurally fair administrative action, an administrator (SACPCMP), must:

i. give a person adequate notice of the nature and purpose of the proposed administrative action.
ii. Provide a reasonable opportunity to make representations.
iii. Provide a clear statement of the administrative action.
iv. Provide adequate notice of any right of review or internal appeal, where applicable; and
v. Provide adequate notice of the right to request reasons for the administrative action to give effect to the right to procedurally fair administrative action.

In order to give effect to the right to procedurally fair administrative action, an administrator (SACPCMP) may, in his or her or its discretion, also give a person

vi. The opportunity to obtain assistance and, in serious or complex cases, legal representation.
vii. The opportunity to present and dispute information and arguments; and
viii. The opportunity to appear in person.

If it is reasonable and justifiable in the circumstances, an administrator (SACPCMP) may depart from any of the requirements referred to above. In determining whether a departure is reasonable and justifiable, an administrator (SACPCMP) must consider all relevant factors, including:

ix. the objects of the empowering provision.
x. the nature and purpose of, and the need to take, the administrative action.

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xi. the likely effect of the administrative action.
xii. the urgency of taking the administrative action or the urgency of the matter; and
xiii. the need to promote an efficient administration and good governance.

Where an administrator (SACPCMP) is empowered by any empowering provision to follow a procedure which is fair, the administrator may act in accordance with that different procedure.

An administrator (SACPCMP) must convene an internal tribunal to hear a case convened by a person aggrieved and seeking relief for just administrative action. The tribunal shall follow the same procedure as that of a case of against a professional for misconduct.

5.2. Remedies of Administrative Action

The tribunal, in proceedings for review, may grant any order that is just and equitable, including orders directing the administrator (SACPCMP):

i. to give reasons; or
ii. to act in the manner the tribunal requires.
iii. prohibiting the administrator from acting in a particular manner.
iv. setting aside the administrative action and
v. remitting the matter for reconsideration by the administrator, with or without directions; or
vi. in exceptional cases, substituting or varying the administrative action or correcting a defect resulting from the administrative action; or
vii. directing the administrator or any other party to the proceedings to pay compensation.
viii. declaring the rights of the parties in respect of any matter to which the administrative action relates.
ix. granting a temporary interdictor or temporary relief or
x. as to costs.

6. Version Control

6.1. Maintenance of the policy

The current policy will be reviewed every five (5) years and will be scheduled. Unscheduled reviews will be triggered by the following:

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i. Legislation changes
ii. Benchmarking (changes in benchmarks or new benchmarks)
iii. Changes in technology

6.2. Dissemination

The policy will be made available to SACPCMP stakeholders and the general public on the SACPCMP website after publishing in the Government Gazette. It will be disseminated externally on request.

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