Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette	*No. 11693*	*Regulasiekoerant*
Vol. 706	26 April / April 2024	No. 50550

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

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

IMPORTANT NOTICE:

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

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

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

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

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

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

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

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

Fake Tenders

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

How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

Closing times for **ORDINARY WEEKLY** *REGULATION GAZETTE* 2024

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

- **28 December 2023,** Thursday for the issue of Friday **05 January 2024**
- **05 January,** Friday for the issue of Friday **12 January 2024**
- **12 January,** Friday for the issue of Friday **19 January 2024**
- **19 January,** Friday for the issue of Friday **26 January 2024**
- **26 January,** Friday for the issue of Friday **02 February 2024**
- **02 February,** Friday for the issue of Friday **09 February 2024**
- **09 February,** Friday for the issue of Friday **16 February 2024**
- **16 February,** Friday for the issue of Friday **23 February 2024**
- **23 February,** Friday for the issue of Friday **01 March 2024**
- **01 March,** Friday for the issue of Friday **08 March 2024**
- **08 March,** Friday for the issue of Friday **15 March 2024**
- **14 March,** Thursday for the issue of Friday **22 March 2024**
- **20 March,** Wednesday for the issue of Thursday **28 March 2024**
- **27 March,** Wednesday for the issue of Friday **05 April 2024**
- **05 April,** Friday for the issue of Friday **12 April 2024**
- **12 April,** Friday for the issue of Friday **19 April 2024**
- **19 April,** Friday for the issue of Friday **26 April 2024**
- **25 April,** Thursday for the issue of Friday **03 May 2024**
- **03 May,** Friday for the issue of Friday **10 May 2024**
- **10 May,** Friday for the issue of Friday **17 May 2024**
- **17 May,** Friday for the issue of Friday **24 May 2024**
- **24 May,** Friday for the issue of Friday **31 May 2024**
- **31 May ,** Friday for the issue of Friday **07 June 2024**
- **07 June,** Friday for the issue of Friday **14 June 2024**
- **13 June,** Thursday for the issue of Friday **21 June 2024**
- **21 June,** Friday for the issue of Friday **28 June 2024**
- **28 June,** Friday for the issue of Friday **05 July 2024**
- **05 July,** Friday for the issue of Friday **12 July 2024**
- **12 July,** Friday for the issue of Friday **19 July 2024**
- **19 July,** Friday for the issue of Friday **26 July 2024**
- **26 July,** Friday for the issue of Friday **02 August 2024**
- **01 August,** Thursday for the issue of Thursday **08 August 2024**
- **08 August,** Thursday for the issue of Friday **16 August 2024**
- **16 August,** Friday for the issue of Friday **23 August 2024**
- **23 August,** Friday for the issue of Friday **30 August 2024**
- **30 August,** Friday for the issue of Friday **06 September 2024**
- **06 September,** Friday for the issue of Friday **13 September 2024**
- **13 September,** Friday for the issue of Friday **20 September 2024**
- **19 September,** Thursday for the issue of Friday **27 September 2024**
- **27 September,** Friday for the issue of Friday **04 October 2024**
- **04 October,** Friday for the issue of Friday **11 October 2024**
- **11 October,** Friday for the issue of Friday **18 October 2024**
- **18 October,** Friday for the issue of Friday **25 October 2024**
- **25 October,** Friday for the issue of Friday **01 November 2024**
- **01 November,** Friday for the issue of Friday **08 November 2024**
- **08 November,** Friday for the issue of Friday **15 November 2024**
- **15 November,** Friday for the issue of Friday **22 November 2024**
- **22 November,** Friday for the issue of Friday **29 November 2024**
- **29 November,** Friday for the issue of Friday **06 December 2024**
- **06 December,** Friday for the issue of Friday **13 December 2024**
- **12 December,** Thursday for the issue of Friday **20 December 2024**
- **18 December,** Wednesday for the issue of Friday **27 December 2024**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

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

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

EXTRA-ORDINARY

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Closing Times for Acceptance of Notices

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

EXTRAORDINARY GAZETTES

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

NOTICE SUBMISSION PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

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

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

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

QUOTATIONS

13. Quotations are valid until the next tariff change.

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

14. Each quotation has a unique number.

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

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

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

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

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

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

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

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

CANCELLATIONS

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

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

AMENDMENTS TO NOTICES

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

REJECTIONS

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

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Approval of notices

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

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

Government Printer Indemnified Against Liability

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

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

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

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

Liability of advertiser

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

Customer inquiries

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

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

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

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

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

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

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

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

Proof of publication

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

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

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

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

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

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4751 **26 April 2024**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE RESTAURANT, CATERING AND ALLIED TRADES: 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 **Bargaining Council for the Restaurant, Catering and Allied Trades,** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 2028.

MR. TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 04/04/2024

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEZINDAWO ZOKUTHENGISA UKUDLA, BEZOKUHLINZEKA NGOKUDLA KANYE NEMISEBENZI EHLOBENE NALOKHO:

UKWELULWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Bezindawo Zokuthengisa Ukudla, Bezokuhlinzeka Ngokudla Kanye Nemisebenzi Ehlobene Nalokho,** futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNhlaba 2028.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 04/04/2024

SCHEDULE

BARGAINING COUNCIL FOR THE RESTAURANT, CATERING AND ALLLIED TRADES

COLLECTIVE AGREEMENT

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

CATRA

And

Guardian Employers Organisation (GEO)

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

And

Food and Allied Workers Union (FAWU)

And

Future of South African Workers Union (FOSAWU)

And

Hotel, Liquor, Catering, Commercial and Allied Workers Union (HOTELICCA)

And

National Union of Metalworkers of South Africa (NUMSA)

And

South African Commercial Catering and Allied Workers Union (SACCAWU)

And

South African Equity Workers Association (SAEWA)

And

Socialist Organised Workers Union (SOWU)

(Herein referred to as the "trade unions" of the other part), being the parties to the Bargaining Council for the Restaurant, Catering and Allied Trades)

1. SCOPE OF APPLICATION

(1) The terms of this agreement as further extended, renewed and amended from time to time, replaces all previous agreements and shall be observed in the registered scope and sector of the Restaurant, Catering and Allied Trades as set out in Annexure "A" attached to this agreement -

(a) By all employers who are members of the employers' organisation and their employees and by all employees who are members of the trade unions

(2) The terms of this Agreement shall not apply to non-parties in respect of clauses 1,1(a), and 3 of this agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Employment and Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties or the date on which the Minister of Employment and Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 31 May 2028.

3. INDUSTRIAL ACTION

(1) No person bound by the provisions of this Agreement entered into by the parties shall engage in or participate in a strike or lock-out or any conduct in furtherance of a strike or a lock-out in respect of any matter regulated by this Agreement for its duration.

(2) The forum for negotiation and conclusion of substantive agreements on wages, benefits and other conditions of employment between the members of the employers' organisations party to this Agreement, on the one hand and employees and trade unions on the other hand, shall be the Bargaining Council and not at shop floor level.

(3) No trade union or employers' organisations may attempt to induce or compel or be induced or compelled by any natural or juristic person or other organisation, by any form of strike or lock-out, to negotiate the issues referred to in paragraph 1 above, at any level other than this Bargaining Council.

(4) Any inconsistent provisions of collective procedural agreements between employers and trade unions and their members shall be regarded by such parties as amended to accommodate the provisions of paragraph 2, and 3, above and shall not be binding on the parties to the extent that the provisions such agreements conflict with those of paragraph 2 and 3 above

4. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this agreement and which is defined in the Act shall have the same meaning as in the Act and for the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged: furthermore unless inconsistent with the context –

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

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

"Agent," means any person employed by the Council and appointed in terms of its Constitution and who collects contributions on behalf of the Council or a third party and who may be delegated to investigate a complaint or carry out any other tasks which may be allocated to such person;

"agreement" means this Agreement and "Collective Agreement" has a corresponding meaning;

"act" means the Labour Relations Act, 1995 (Act No 66 of 1995);

"actual wage" means the wage rate per hour which an employer actually pays an employee in respect of the ordinary hours of work and "Wage" and "Prescribed Wage" have a corresponding meaning;

"assistant bartender" means an employee who, under the supervision of a bartender, does the work of a bartender, but who is not responsible for stock in a bar;

"assistant clerk/cashier" means an employee who, under the supervision of a clerk/cashier, does the work of a clerk/cashier, and has less than one year's experience;

"assistant manager" means an employee who is specifically charged by his employer to assist the manager in his duties in an establishment and who may act for such manager in the employ of the firm in his absence;

"baker" means an employee who prepares makes and bakes wheaten products;

"bartender" means an employee who is engaged in supplying liquor to customers over a counter and receiving payment therefore, who is responsible for the balancing of the stock and cash receipts;

"Basic Conditions of Employment Act" means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) as amended;

"bread" without limiting the ordinary meaning of the term, includes buns, rolls, fancy bread or any other similar wheaten, rye or maize products;

"cafe" without limiting the ordinary meaning of the term, means a business licensed or required to be licensed, under item 20 "cafe keeper" of the Transvaal Licence Ordinance, 1974 (Ordinance No 19 of 1974);

"Cashier" see **"clerk"**

"casual employee" means an employee, other than a special function casual employee, who is employed by the same employer on not more than three days in any week: Provided that such casual employee may be employed on not more than four days in any week in which a paid public holiday falls, and may also be employed during any one or more of the following periods:

(a) 6 December to 15 January
(b) Shows and exhibitions
(c) The Easter weekend

"catering" means the provisions of meals and/or refreshments whether alcoholic or not;

"catering assistant" means an employee who: -

(a) prepares any one or more of the following: Plain or toasted sandwiches, fresh fruit, fruit salads, salads from fresh or prepared vegetables, hamburgers, hot dogs, waffles, pancakes, pizzas, pies, curry and rice, common pan foods, grills, popcorn, fish and chips, vetkoek and grilled chicken, and / or assists with the preparation of the menu of the establishment

(b) transmits orders and places such items of food mentioned in paragraph (a), and cold prepared foods, prepared salad dressings, stews, boiled meats and/or vegetables, either on plates or in containers ready for conveyance to the customer;

(c) operates an ice-cream dispenser and/or soda fountain and/or semi-automatic machine;

(d) receives verbal or written orders from a waiter/wine steward for the supply/handling over to him of bottles of alcoholic or non-alcoholic drinks;

"chef" means an employee in a managerial position who is in position of a chef's certificate recognised by the Council and is in charge of the preparation of the food in an establishment;

"chef de partie" means an employee who under the supervision of a management and or sous chef is responsible to perform the duties of a sous chef allocated to him/her;

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

"clerk/cashier" means an employee engaged in any one or more of the following duties:

(a) clerical work, i.e. writing, typing and filing;
(b) operating office equipment;
(c) operating a cash register, and being responsible for balancing receipts and disbursements;
(d) being in charge of stores and responsible for receiving, storing, assembling, packing and/or unpacking goods in a store or warehouse, and for the delivery of such goods;

(e) operating a telephone switchboard, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work as herein defined may form part of such employee's work;

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

"commission worker" means a person who agrees in writing with the owner/manager of an establishment to perform the duties of a waiter on which commission will be paid at the end of each shift/week/month. Provided that the commission worker shall not work more than 36(thirty six) hours in any week;

"commission work" means work where an employer and employee have agreed in writing before the work commences that the employee will on a regular basis perform work on which a commission will be paid;

"cook" means an employee who is engaged in preparing, cooking and the presentation of food in an establishment and who may be responsible for kitchen organisation and control of stock, and includes a baker;

"Council" means the Bargaining Council for the Restaurant, Catering and Allied Trades, deemed to be registered in terms of the Act;

"counter assistant" means an employee who serves customers at a counter and who may receive payment for the goods sold, but excludes a bartender and assistant bartender;

"day" means a period of 24 consecutive hours calculated from the time an employee commences work;

"delivery employee" means an employee or worker, who is engaged in collecting or delivering messages, letters, documents, prepared food, frozen food, take aways or goods by means of a two or three wheeled, motorised vehicle with an engine capacity not exceeding 200 cm' and who may collect cash or credit card payments for C.O.D. sales;

"designated agent" means any person appointed by the Minister in terms of Section 33 of the Act:

"dispute" includes an alleged dispute;

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

"emergency work" means –

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, civil unrest, theft or a breakdown of plant, motor vehicles or machinery, must be done without delay;

(b) any work in connection with the loading or unloading of –

(i) trucks or vehicles of the South African Transport /Services; or

(ii) a vehicle used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; or

(c) any work in connection with the provisioning of aircraft;

(d) any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

"employee" means any person who, excluding an independent contractor or person and contract waiter, works for another person and who receives, or is entitled to receive, any remuneration and any other person who in any matter assists in carrying or conducting the business of an employer; and further includes an employee who is employed by a labour broker or temporary employment service in the Sector, as defined;

"employer" means any person whomsoever who employs or provides work for any person or who permits such person whomsoever in any manner to assist him in the carrying on or conducting of a business in the Sector, as defined, and who remunerates or expressly or

tacitly undertakes to remunerate such person; and "employ" or "employment" have corresponding meanings.

"establishment" means any place in or in connection with which one or more persons are employed in the Tearoom, Restaurant and Catering Trade, and includes clubs and/or canteens operated for gain and workplace has a corresponding meaning;

"exemptions committee" means a committee established to consider applications for exemption from the provisions of this Agreement;

"extra-heavy motor vehicle" means a motor vehicle, the gross vehicle mass or the gross combination mass of which exceeds 16 000kg;

"fixed-term contract" means a contract in writing which stipulates the period of the employment contract and termination date and does not raise future expectations of continued or further employment;

"food supervisor" means an employee who under the direction of the employer, manager or assistant manager supervises the work of the employees preparing food;

"functions supervisor" means an employee who is personally in charge of and responsible for all the activities at a particular special function;

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

(a) making porridge and preparing meals for the exclusive consumption of the employees of the establishment;
(b) packing or wrapping edibles for sale or delivery;
(c) assisting with the checking of stores under supervision;
(d) checking crockery, glassware, napery and other pantry requirements and checking dinning equipment;
(e) cleaning premises, the work place or any article;
(f) cleaning, plucking or cutting raw poultry, raw fish or raw meat as part of the cleaning process, cleaning or peeling of fruit and vegetables, cutting of fruit and vegetables other than for salads and cutting bread;
(g) carrying, stacking or moving goods;
(h) making or maintaining a fire and removing ashes and refuse;
(i) vending, collecting and/or delivering orders off the premises and accepting payment therefore;
(j) making tea, coffee, cocoa or similar beverages;
(k) loading and offloading;
(l) repetitive mass-measuring to a set mass-meter;
(m) opening or closing packets, containers or parcels;
(n) heat closing of polythene or similar pre-filled containers;
(o) gardening;
(p) sharpening knives;
(q) decanting into other containers, except for table use;
(r) guarding premises or other movable or immovable property by day, but excluding a watchman;

"griller" see catering assistant;

"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;

"head cook" means an employee who does the work of a cook and is in charge of a kitchen where three or more cooks are employed;

"head waiter/ head wine steward" see receptionist;

"heavy motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which exceeds 9 000kg but does not exceed 16 000kg;

"independent exemptions board" means a body as referred to in Section 32(3) (e) of the Act;
"kitchen supervisor" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities carried on, in or in connection with the kitchen of an establishment and the employees engaged therein, excluding the head cook and chef, and who may perform the duties of a cook;
"law" includes the common law;
"light motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which does not exceed 3 500kg;
"manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities carried on, in or in connection with that section of the establishment that has been placed under his authority, and who is directly responsible to the employer, and further includes the provision of attendance registers to all employees and the daily completion thereof as well as of the wage register when so instructed by his employer. Provided that where fewer than six employees are employed, this employee shall be deemed to be a supervisor;
"management trainee" means an employee who for a period of 18 months is employed in various departments of an establishment for the purpose of training as a manager;
"meals" without limiting the ordinary meaning of the terms includes pies, pastries, pizzas, vetkoek, confectionary, snacks, take away meals or any edibles or drinkables fit for human consumption on the premises or away from the premises;
"medical practitioner" means a person entitled to practise as a medical practitioner in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), as amended, from time to time.
"medium motor vehicle" means a motor vehicle, the gross vehicle mass or the gross combination mass of which exceeds 3 500kg but does not exceed 9 000kg;
"midwife" means a person registered or enrolled to practise as a midwife in terms of section 16 of the Nursing Act ,1978 (Act No. 50 of 1978), as amended, from time to time;
"minister" means the Minister of Employment and Labour;
"motor vehicle" means any self- propelled vehicle with an engine capacity exceeding 200cm³ used for conveying goods and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor;
"month" means the period extending from a day in any month up to and including the proceeding day corresponding numerically to the first-mentioned day in the following month, e.g. 7 April to 6 May;
"new employer" means the owner of a business newly established in the trade, during the first 12 months of its existence in the trade, who at no time employs more than five employees in the aggregate: Provided that if the existing business undergoes a change of name or ownership (including a change of directors, members or partners) while largely retaining the same employees and/or clients, it shall not be regarded as a new employer;
"night work" means work performed after 18:00 and before 06:00 the next day;
"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work;
"part-time driver" means an employee who is ordinarily engaged in work other than driving a motor vehicle, but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent while in charge of the vehicle, on work connected with the vehicle or the load;
"part-time employee" means an employee (other than a part-time driver or contract worker) employed by the establishment for not more than 24 ordinary hours of work in any week;
"premises" includes any land, structure, vehicle or vessel;

"paid holiday" means a paid public holiday as defined in the Public Holidays Act, 1994;
"receptionist/head waiter/head wine steward" means an employee who is engaged in making reservations in respect of tables, allocating seats and showing customers to their seats and is specifically charged by the employer or manager with supervisory responsibility over general assistants;
"registered scope" see sector;
"refreshments" without limiting the ordinary meaning of the term shall include all edibles and drinkables fit for human consumption.
"remuneration" means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for any other person, and "Remunerate" has a corresponding meaning;
"sandwich" means one or more slices of fresh or toasted bread, rolls, scones or buns with filling on or between such slice or slices, but excludes snacks or savouries;
"secretary" means the Secretary of the Council and includes any official nominated or delegated by the Council to act on behalf of or perform the duties of the Secretary.
"security guard" means an employee who is engaged in any one of the following duties:

(a) authorised searching of goods, vehicles and persons;
(b) supervising or controlling one or more watchmen; and
(c) controlling or reporting on the movement of persons or vehicles through check-points or gates, and who may be required to perform any or all duties prescribed for a watchman;

"sector" as defined in Annexure "A" attached to this agreement.

"serve" means to send by registered post, telegram, telex, telefax or deliver by hand;
"small employer" means an employer who does not employ more than ten (10) employees at any time;
"sous chef" means an employee who is responsible for planning and directing food preparation in the kitchen, train new chefs, cooks, create the work schedule, make sure all food is of the best quality, making sure that all kitchen equipment, appliances and cooking instruments are at all times in working order, making sure that all kitchen staff abide by the employer's rules and regulations and kitchen duties, stock control, product supply rotation, menu tasting and to ensure safety precautions and sanitary provisions are taken as well as to ensure a safe and clean working environment;
"special function" means any event or occasion, including a dance, dinner, reception, sports gathering or agricultural, animal, horticultural or industrial show where meals and/or refreshments are provided;
"special function casual employee" means an employee who is employed by the day or the hour to work at a special function for not more than three days in any week: Provided that such special function casual employee may be employed on not more than four days in any week in which a public holiday falls, and may also be so employed during any one or more of the following periods:

(a) 6 December to 15 January
(b) shows and exhibitions
(c) the Easter weekend

"staff supervisor" means an employee who supervises at a special function under the direction of the employer, function supervisor or manager;
"supervisor" means an employee who under the direction of the employer, manager or assistant manager supervises the work of the employees in an establishment;

"trade union representative" means a trade union representative who is entitled to exercise the rights contemplated in section 14 of the Labour Relations Act, 1995;
"waiter/wine steward" means an employee other than a contract waiter, bartender, clerk/cashier or counter assistant, who performs any one or more of the following duties:

(a) serving meals and/or refreshments(whether alcoholic or non-alcoholic) to customers at tables or counters;
(b) receiving payment for any order taken or executed and being responsible for payment;
(c) setting and/or clearing tables;
(d) checking and/or controlling dining-room and/or other pantry equipment
(e) filling butter and/or jam dishes and/or cruets, and may make salads;

"wage" means the amount of money payable to an employee in terms of clause 5 in respect of his ordinary hours of work as prescribed in clause 9: Provided that if any employer regularly pays an employee in respect of such hours of work an amount higher than prescribed in clause 5, it means such higher amount;
"watchman/security guard" means an employee who is engaged, mostly at night, in any one or more of the following duties:
(a) guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;
(b) handling dogs in the performance of any or all of the duties referred to in (a); and
"week" in relation to an employee, means the period of seven days within which the working week of that employee falls.
"worker" means:

(a) any person excluding an independent contractor and a commission worker who works for another person and who receives, or is entitled to receive any payment for that work whether in money or in kind; and
(b) any other person who in any manner assists in carrying on or conducting the business of an employer, and further includes an employee who is employed by a labour broker or temporary employment service in the Sector, as defined and "employed" and "employment" have a meanings corresponding to that of an employee;
"workplace" means the place or places where the employees of an employer work. If an employer carries on or conducts two or more operations that are independent of one another by reason of their size, function or organisation, the place or places where employees work in connection with each independent operation, constitutes the workplace for that operation;

5. WAGES

Exemptions
Where a small employer or his employee can satisfy the council that any provisions of the agreement are restricting entrepreneurial initiative and/or employment opportunities, such an employer or employee may apply to the Council for exemption from the specific provisions and the Council may grant such an exemption. See clause 29.

An employee on probation earns ten percent (10%) less than the prescribed wage for a period not exceeding three (3) months. The wages prescribed pertain to the payment for ordinary hours of work as prescribed in clause 9. Should statutory legislation reduce these ordinary hours of work the wages will automatically be reduced proportionately, bearing in mind the overtime aspect.

(1) Subject to the provisions of sub-clause (3) of this clause and clause 6(9), the minimum wage which shall be paid in respect of the ordinary hours of work prescribed in clause 9 by an employer to each member of the undermentioned classes of employees shall be set out hereunder, and no employer shall pay, and no employee shall accept wages lower than the following for the undermentioned groups. Provided that, if the prescribed hourly wage paid to an employee for ordinary hours worked is less than the national minimum wage it shall be adjusted to be the same as determined by the Minister in Schedule 1 of the National Minimum Wage Act and published in the Government Gazette. Provided further that the wages so prescribed may be reduced by not more than 10 percent by a new employer and by a small employer as defined in clause 4.

(a) Employees, other than part time, casual, special function and commission worker(s) employed in the Bargaining Council's registered scope and sector of the Restaurant, Catering and Allied Trades as set out in Annexure "A" attached to this agreement.

MINIMUM PRESCRIBED RATE PER HOUR IN RANDS FOR THE PERIOD(S):

Category Class	Current rate to 31/05/2024	From 01/06/2024 to 31/05/2025	From 01/06/2025 to 31/05/2026	From 01/06/2026 to 31/05/2027	From 01/06/2027 and thereafter
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
CHEF/MANAGER	47.07	50.36	53.88	57.65	61.69
ASSISTANT MANAGER	33.03	35.34	37.81	40.46	43.29
JUNIOR SOUS CHEF /BARTENDER/ CASHIER/ CLERK, SECURITY GUARD/ SUPERVISOR	29.35	31.40	33.60	35.95	38.47
ASST BARTENDER/ASSISTANT CASHIER	27.58	28.83	30.85	33.00	35.31
HCOOK/HWAITER/HWINE STEWARD/MAN. TRAINEE/RECEPTIONIST	27.58	28.83	30.85	33.00	35.31
CHEF DE PARTIE/KITCHEN SUPERVISOR	27.58	28.83	30.85	33.00	35.31
COUNTER ASST/PART – TIME DRIVER/WAITER/WINE STEWARD	27.58	28.76	30.77	32.92	35.22
EMP. NOT SPECIFIED ELSWHERE	27.58	28.76	30.77	32.92	35.22
(B) HEAVY	27.58	28.85	30.87	33.03	35.34

	27.58	28.76	30.77	32.92	35.22
BAKER/COOK	27.58	28.76	30.77	32.92	35.22
CATERING ASST/DEL.EMP/GEN ASSISTANT	27.58	28.76	30.77	32.92	35.22
WATCHMAN/SECURITY GUARD	27.58	28.76	30.77	32.92	35.22
Provided that if the prescribed hourly wage above, is less than the National Minimum Wage Act, it shall automatically be increased to be the same as determined by the Minister in schedule 1 of the National Minimum Wage Act.					
From the 01/06/2024 all employees other than the employees referred to in clause 9(8)(a) earning more than the prescribed wage above shall receive an annual increase of 4%.					

Note: (i) The equivalent monthly or weekly total due, amounts to multiplying the hourly rate by the employee's ordinary hours of work as prescribed in clause 5(1), read with 5(2) and 5(3), Basis of Contract.
(ii) Deductions for food – clause 17(1) (a) – amount to R70.00 per month or R16.15 per week. See clause 17(1) (b)

(b) Part –Time Employees

A Part- time employee shall be paid in respect of the ordinary hours of work prescribed in clause 9 not less than the wage prescribed in paragraph (a) hereof for an employee of the same class as the one in which he is employed.

(c) Commission workers:

1. The owner/management of an establishment and a commission worker may agree in writing that the commission worker will perform the duties of a waiter if and when so required by the owner on which commission will be paid at the end of each shift/week/month.
2. The owner/management shall pay a commission worker the rates applicable for commission work as agreed: Provided that if during any calculation period, the commission worker does not earn an amount equivalent to at least the prescribed minimum wage for waiters, excluding any gratuity or tips, the owner shall pay the commission worker not less than the applicable minimum wage as prescribed for waiters for the hours that the commission worker worked plus any gratuity, tips, or gifts. It is agreed that a 5% deduction fee is applicable in respect of credit card tips, gratuities or gifts for administration and bank charges.
3. Commission workers to receive a funeral benefit, with both parties contributing in equal portions to the monthly contribution in the amount of R12-50 each as per clause 21(B) of this agreement. This benefit will apply to non-parties as promulgated by the Minister.
4. Commission workers working a minimum of 130 hours per month and for a minimum period of 2 years and longer with the same employer, shall be eligible to join the Provident Fund as per clause 21(C) of this agreement.
5. An agreement to perform commission work in terms of this clause shall be concluded before the work commences and shall include-
   (a) the commission worker's rate of commission;
   (b) the basis for calculating commission;

(c) the period over which the payment is calculated, which period may not be longer than one month;
(d) when the employer shall pay the commission to the employee, which commission may not be paid more than seven days after the end of the period in which the commission was earned; and
(e) the type, description, number, quantity, margin, profit or orders (individual, weekly, monthly or otherwise) for which the employer is entitled to earn commission.

6. The owner/management shall supply the commission worker with a copy of the agreement to perform commission work.
7. The commission worker may apply for full time employment as a waiter, if a vacancy exists within the establishment for a waiter and the commission worker qualifies for the position of a waiter.
8. An employer who intends to cancel or amend the agreement in operation shall give the commission workers not less than four weeks' notice of such intention.

(d) Casual employee other than a special-function casual employee

A casual employee shall be paid not less than one and a half times the hourly wage prescribed in paragraph (a) hereof for an employee of the same class as the one in which he is employed: Provided that:

(1) Where a casual employee performs the work of a class of employee for whom wages on a higher scale are prescribed, the expression "hourly wage" shall mean the highest wage prescribed for an employee of that class : and

(2) Where a casual employee is required to work for less than four hours on any day he shall be deemed to have worked for four hours

(e) Special – function casual employees

Minimum prescribed rates per hour in Rand (s) for the period (s):

	Current Rate to 31/05/2024	From 01/06/2024 To 31/05/2025	From 01/06/2025 To 31/05/2026	From 01/06/2026 To 31/05/2027	From 01/06/2027 And Thereafter
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
General assistant	27.58	28.76	30.77	32.92	35.22
Catering assistant	27.58	28.76	30.77	32.92	35.22
Cook/Baker	27.58	28.76	30.77	32.92	35.22
Counter assistant	27.58	28.76	30.77	32.92	35.22
Waiter/Wine Steward	27.58	28.76	30.77	32.92	35.22
Assistant Bartender	27.58	28.76	30.77	32.92	35.22
Driver	27.58	28.76	30.77	32.92	35.22
Bartender	28.05	30.11	32.11	34.36	36.76
Clerk/Cashier	28.05	30.11	32.11	34.36	36.76
Head cook	28.05	30.11	32.11	34.36	36.76

Staff Supervisor	32.96	35.27	37.74	40.38	43.20
Provided that, if the prescribed hourly wage above, is less than the National Minimum Wage, it shall automatically be increased to be the same as determined by the Minister in Schedule 1 of the National Minimum Wage Act and Published in the Government Gazette.					

Where a special-function casual employee is required to work for less than five hours on any day he shall be deemed to have worked for five hours

(2) **Calculation of wages:**
The calculation of a wage of an employee is calculated by reference to an employee's ordinary hours of work, excluding any gratuities, tips or gifts. It is agreed that a 5% deduction fee is applicable in respect of credit card tips, gratuities or gifts.

(a) The daily wage of an employee shall be calculated by dividing his weekly wage as follows:

(1) by six in the case of an employee who works on six days per week

(2) by five in the case of an employee who works on five days per week

(b) The weekly wage of a monthly paid employee shall be calculated by dividing the monthly wage by four and one-third

(c) The hourly wage of an employee shall be calculated by dividing the weekly wage by the number of the weekly ordinary hours that the employee worked.

(3) **Basis of contract**: for the purpose of this clause the contract of employment of an employee other than a casual employee, and a special – function casual employee, shall be on a weekly and, save as provided in clause 6(9), an employee shall be paid in respect of a week not less than 30 hours per week or 135 hours per month, provided that an employee agrees to work less than 45 hours per week.

(4) **Differential wage:** Any employer who requires or permits a member of one class of his employees to perform work of another grade for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefore, for which a wage higher than for his own grade is prescribed in subclause (1), shall pay such employee in respect of such day not less than the daily wage calculated at the higher rate.

(5) Unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall so be construed as to preclude an employer from requiring his employee to perform work of another grade, for which grade the same or lower wage is prescribed for such employee.

(6) **Reduction of wages:** An employer shall not reduce the wages of an employee who at the time this Agreement comes into operation or at any time thereafter, is paid a wage at a rate higher than the minimum rate prescribed for his grade in this Agreement, as long as he continues to work for the same employer. Provided that where a weekly-paid employee has been given one week's notice, or a monthly-paid employee two weeks' notice, of a change of conditions of employment and such employee agrees in writing to accept a transfer to a grade of work for which a lower minimum wage is prescribed, this provision shall not apply.

(7) **Night Work:** An employer who requires a full time employee, other than a commission worker, a casual employee, a special function casual employee and employees referred to in clause 9(8) to perform night work, `shall pay such an employee an amount of R1.00 per hour, as a shift allowance, in addition to the employee's salary for the hours worked between 18:00 and 06:00 or grant the employee at least 10 minutes time off on full pay, for every hour worked at the end of each week.

(8) An employer shall pay an employee other than part-time, casual, special function and commission workers the following as an annual bonus payable during December:-

(i) one weeks wages for one year completed service;
(ii) two weeks wages for two years completed service

(9) As from date of publication of this agreement an employer, other than a small employer shall pay an employee other than a part-time, casual, special-function and commission workers the following as an annual bonus, payable during December:

(i) Three weeks wages for three years of completed service;
(ii) Four weeks wages for four or more years completed service.

(10)**Work on Sunday:** An employer, shall pay an employee, who ordinarily works on a Sunday, at one and a half times the employee's wage for each hour worked. Provided that an employer may grant an employee who works on a Sunday, paid time off equivalent to the difference in value between the pay received by the employee for working on a Sunday and the pay that the employee is entitled to in terms of subclause (1)

6. PAYMENT OF REMUNERATION

(1) Employees, other than casual employees and special function casual employees: Save as provided in clause 16 and 17, any amount due to an employee, other than casual employees, special function casual employees and commission workers shall be paid weekly or monthly in cash, by EFT or by direct deposit into an account designated by the employee during the ordinary hours of work of the establishment, and –

(a) in the case of weekly paid employees pay day shall not be later than Saturday for employees who work on six days per week and Fridays for all the other employees, and shall include all overtime due to the employee up to the Wednesday preceding such payday

(b)in the case of monthly paid employees payday shall not be later than the last working day of the month: Provided that payment for any overtime worked after the 27th day of the month may be made not later than the payday following the month to which it relates.

(2) **Casual and Special function casual employees:** Save as provided in clauses 16 and 17, an amount due to a casual employee, or to a special function employee shall be paid in cash, by EFT or by direct deposit into an account designated by the employee and;

(a) in the case of a casual employee, shall be paid at least once per week or on termination of his/her employment;
(b) in the case of special function casual employee, shall be paid not later than Wednesday of each week and shall include all amounts due to the employee up to 06:00 on the Tuesday of that week;

(3) Notwithstanding anything to the contrary contained in this clause, all amounts due to an employee shall become payable upon termination of employment if this take place before the

usual pay day, and in the case of summary dismissal owing to misdemeanour, all amounts due to an employee shall become payable within 72 hours of such dismissal.

(4) **Pay envelopes :** the amount due to an employee shall be contained in a sealed envelope on which shall be recorded or which shall be accompanied by a statement showing –

(a) the employer's name, the employee's name or his number on the pay-roll, and his occupation;
(b) payment for ordinary time worked;
(c) payment for overtime worked;
(d) the details of any other remuneration arising out the employee's employment;
(e) the details of any deductions made;
(f) the actual amount paid to the employee;
(g) the period in respect of which payment is made;
(h) the number of ordinary and overtime hours worked by the employee: Provided that such envelope or statement, shall reflect the particulars set out in Annexure A : Provided further that information in respect of time worked need not be furnished in the case of employees who are excluded from the hours of work provisions by virtue of clause 9 (8) (a), and such envelope on which these particulars are recorded, or such statement, shall become the property of the employee.

(5) **Premiums:** No payment shall be made to or accepted by an employer, either directly or indirectly, in respect to the employment or training by the employer of an employee: Provided that this sub-clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(6) **Purchase of goods:** An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(7) **Commission:** No employee other than a commission worker shall be permitted to work on a commission basis only: Provided that an employer may pay commission over and above the minimum scale of wages prescribed.

(8) **Board and Lodging:** An employer shall not require his employee to board or lodge, or board and lodge with him or with any person or at any place nominated by him.

(9) **Deductions :** An employer shall not levy any fines against his employee, or shall he make any deductions from his employee's remuneration other than in the following cases:

(a) With the written consent of his employee, a deduction for a welfare organisation registered in terms of the Welfare Organisations Act, 1947, or a registered medical aid, pension or provident fund or funeral benefit.
(b) Except where otherwise provided in this Agreement, whenever an employee is absent from work other than on the instructions or request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence.
(c) If an employee is absent on the working day before or the working day following a public holiday for which he would be entitled to be paid without working, he shall forfeit pay for such paid holiday unless he can produce a medical certificate from a registered medical practitioner or any other medical certificate acceptable to the Council or unless he can satisfy the Council that his absence was due to circumstances beyond his control.

(d) A deduction of any amount which an employer is legally or by order of any competent Court required or permitted to make, and with the written consent of the employee, any amount advanced from remuneration or lent to such employee.
(e) Where an employee caused malicious damage to his employer's property or failed to return at the time of termination of employment any uniform supplied to him in terms of clause 8 hereof, a deduction in accordance with a decision taken by the Council or by a subcommittee appointed by the Council.
(f) A deduction of the amount of any deficiency in cash handled solely by the employee who, in the case of a clerk/cashier, shall be responsible for balancing receipts and disbursements at the end of each shift: Provided that the employee accepts responsibility for such deficiency in writing and specifies therein the amount and conditions of repayment. Provided further that where the employee does not accept responsibility for such deficiency, the Council may at the request of the employer or employee conduct an enquiry into the matter and make such recommendation as it deems fit.
(g) With the written consent of an employee, a deduction of any amount which an employer has paid in respect of the rent of any house or accommodation.
(h) A deduction for Bargaining Council expenses as provided in clause 21.
(i) A deduction in respect of meals as prescribed in terms of clause 17.
(j) A deduction for trade union subscriptions in terms of clause 22(2).
(k) A deduction authorised by the Bargaining Council in terms of clause 13(5).
(l) A deduction of 5% in respect of all credit card payments for tips, gifts and gratuity for administration and bank charges.

(10) Notwithstanding the provisions of sub-clause (9) (d) and (e) of this clause, the amount of such deductions shall, except where employment is terminated, not exceed a third of the total remuneration due to the employee.

(11) Penalty for underpayment of minimum prescribed wages or unpaid arrear remuneration:
(a) Whenever any amount payable to the Council or an employee in terms of this Agreement is not paid in full and/or on the due date, a penalty of 10% shall be payable on such amount or any such lesser amount as may remain unpaid.
(b) The Council, in its sole discretion, may waive the right to impose the penalty referred to above.

7. PAID HOLIDAYS

(1) (a) Paid holiday means a public holiday as proclaimed in terms of the Public Holidays Act, 1994. Whenever a paid holiday falls on a Sunday, the following Monday shall be a paid holiday. Any paid holiday shall be exchangeable for any other day that is fixed by agreement or agreed to between an employer and employee.

(b) Whenever an employee works for a period that falls partly on a public holiday and partly on an ordinary working day, such an employee shall, for the purpose of this clause, be deemed to have worked the whole period on the day on which the major portion of such working period falls.

(2) When an employee is not required or permitted to work on a paid holiday that falls on a working day, his employer shall pay him his normal wage for that day.

(3) When an employee works on a paid holiday that is a working day, his employer shall pay him double his hourly rate for all hours worked, with a minimum of double a day's pay.

(4) When an employee works on a paid holiday that falls on a day that is not his normal working day, his employer shall pay him either –

(a) double his hourly rate of pay for all hours worked, with minimum of double a day's pay; or

(b) one and one half times his hourly rate of pay, for all hours up to eight hours worked, with a minimum of eight hours' pay, and double time thereafter and grant him within seven days one day's leave on full pay: Provided that, with the written request of the employee, an extra day of leave may be granted in lieu of this day off.

(5) If a paid holiday falls within an employee's period of annual leave, the period of such leave shall be extended by one working day for each paid holiday falling within his period of leave in terms of the provisions of clause 16(1).

8. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain free of charge any uniform, overall, washable coat, cap or apron that by any law he is compelled to provide for his employee and any such uniform, overall, washable coat, cap or apron shall remain the property of the employer

(2) An employer may require an employee to pay a deposit towards wearing apparel. This deposit shall be refunded on the apparel being returned in reasonable condition, less fair wear and tear provided that the deposit by the employee for uniforms shall not be more than the actual costs to the employer less VAT.

(3) An employer may agree with an employee that the employee shall clean his wearing apparel in his or her own time, for which the employer shall pay the employee R110.00 per month or R25.39 per week. This amount shall not be payable when the employee is off work.

9.HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

(1) **Ordinary hours of work** : As from the date of coming into operation of this Agreement, an employer may not require or permit an employee to work more ordinary hours than, in case of

(a) a watchman/security guard –
  (i) 50 hours in any week; and
  (ii) subject to paragraph (i) hereof, 10 hours on any day;

(b) all other employees –
  (i) 45 hours in any week; and
  (ii) nine hours in any day;
  (iii) by an agreement the employees ordinary hours of work may be extended up to 15 minutes in a day but not more than 60 minutes in a week.

(c) a casual employee, eight hours on any day;

(d) a special function casual employee 15 hours on any day.

(e) all employees to work a guaranteed minimum of 135 hours per month or 31 hours per week.

(f) an employee or worker who works for less than four hours on any day must be paid for four (4)hours work on that day.

(2) **Number of Working days**: An employer shall not require or permit an employee to work on more than six days per week, which includes Sunday, unless it is his day off. Please see clause 9(6) (b).

(3) **Meal Intervals** : An employer shall not require or permit an employee to work more than -

(a) five hours continuously in the case of a six day week worker;

(b) six hours continuously in the case of a five day week worker, subject to a bilateral agreement between the employer and the employee;

(c) six hours continuously where the employee is requested to work a four day week; without a meal interval of not less than one hour, during which interval such an employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that –

(i) an employer and his employee may agree to reduce the period of such interval to not less 30 minutes ;

(ii) any other interval of less than 30 minutes shall be deemed to be time worked;

(iii) any interval longer than three hours during the employee's ordinary hours of work, and longer than 30 minutes during or immediately before overtime is worked, shall be deemed to be overtime worked;

(iv) only one such interval during the employee's ordinary hours shall be deemed to be an interval, and not part of the ordinary hours of work.

(4) **Limitation of overtime:** An employer may not require or permit an employee to work overtime for more than , in the case of –

(a) a casual employee, three hours on any day;

(b) a special function casual employee, four hours on any day;

(c) all other employees, four hours on any day and 16 hours in any week;

Provided that the weekly limitation of overtime prescribed in this clause may not be exceeded by more than 20 hours

(i) during unforseen circumstances; and

(ii) during –

(aa) the period 6 December to 15 January;

(ab) shows and exhibitions;

(ac) the Easter weekend.

(5) An employer shall be entitled to require an employee, other than a part-time employee, to work overtime on any day except on the employee's day off, and such overtime shall not exceed four hours per day and sixteen hours per week.

(6) **Payment of overtime:**

(a) An employer shall pay an employee who works overtime at a rate not less than one and a half times his ordinary wage in respect of the total period so worked on any day or during any week.

(b) Where an employee agrees to work overtime on his day of rest owing to unforeseen circumstances, he shall be granted two full working days off, or he shall be paid not less than double his hourly rate of pay.

(c) By agreement an employer may pay an employee not less than the employee's ordinary wage for overtime worked and grant the employee at least 30 minutes time off on full pay for every hour of overtime worked, or

(d) Grant an employee at least 90 minutes paid time off for each hour of overtime worked.

(e) An employer must grant paid time off within three months of the employee becoming entitled to it.

(7) Save as is provided for in sub – clause (3), all hours of work of an employee on any day shall be consecutive.

(8) **Savings**: (a) The provisions of this clause shall not apply to an employee if and for so long as such employee is in respect of a regular wage in excess of the threshold determined by the Minister of Labour in terms of section 6(3) of the BCEA Act.

10. PROHIBITION OF EMPLOYMENT

An employer shall not employ –

(a) any person under the age of 15 years;

(b) any female during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement. (The employer may require the employee to provide a doctor's certificate); and

(c) an alien without a valid work permit ; and

(d) a child in employment –

(1) that is inappropriate for a person of that age;

(2) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral, or social development.

11. SPECIAL – FUNCTION CASUAL EMPLOYEES

(1) **Travelling to place of work:** A special function casual employee shall be deemed to have commenced work from the time he is required to present himself for work, and does so at a place designated by the employer, and shall be deemed to have ceased work on being returned to the designated place by his employer.

(2) **Payment for cancelled shifts:** An employer who fails to give a special -function casual employee not less than 48 hours' notice of the cancellation of any arrangement to work at a function shall pay such employee an amount as though such employee had worked not less than five hours at the function concerned: Provided that where a function is cancelled owing to an act of God, the employer shall be entitled to cancel his arrangement with the special – function casual employee by giving not less than 24 hours' notice, failing which the employee shall be entitled to five hours pay as aforesaid.

(3) **Disciplining of special-function casual employee:**

(a) A special-function casual employee shall give his employer not less than 48 hours' notice of the cancellation of any arrangement to work at a function: Provided that such employee shall be entitled to give his employer 24 hours' notice of such cancellation in the event of being prevented by any act of God from fulfilling such

arrangement or producing a medical certificate stating that he was prevented from working at the particular function as a result of his being incapacitated.

(b) An employee who has not given the notice or produced the medical certificate referred to in paragraph (a) shall pay the employer in lieu of such notice an amount equal to five hours' pay, or an employer may appropriate to himself from any moneys which he owes to such employee by virtue of any provision of this Agreement an amount of not more than that which such employee would have had to pay him in lieu of notice.

12. CONTRACT OF EMPLOYMENT

(1) Every employer shall in accordance with the Basic Conditions of Employment Act, No 75 of 1997, provide each employee with a letter of employment or enter into an agreement showing at least the following:

(a) the employee's full name and identity number;
(b) the full name of the employer and the physical address of the establishment;
(c) the date of commencement of service;
(d) the type of work and the basic wage offered;
(e) that the conditions of employment as prescribed in this agreement apply; and
(f) the Bargaining Council's address and office hours (8:00 to 15:00).

(2) The original of this letter of employment shall be signed by both the employer and employee and the employer shall keep a copy for himself.

(3) For the purpose of assessing the capabilities of a prospective employee, he may be employed as a temporary employee for a period not exceeding three months: Provided that the employer has clearly defined, in writing, to the employee his temporary status at the time of engagement. Should his services be retained beyond the expiration of the three – months period, he shall immediately be classified as a permanent employee, with a credit for service from the date when first employed.

13. NOTICE OF TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, a special function casual employee, who desires to terminate the contract of employment, shall give -
(a) during the first month of employment, not less than one working days notice;
(b) during the second, third and fourth months of employment, one week's notice and
(c) thereafter, two weeks notice, of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or the employer, as the case may be, in lieu of notice, in the case of –
(i) a working day's notice, the wage the employee is receiving at the time of such termination;
(ii) a week's notice, the weekly wage the employee is receiving at the time of such termination;
(iii) two week's notice, two weeks' wage the employee is receiving at the time of such termination;

Provided that this shall not affect –

(aa) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ab) any written agreement between an employer and his employee that provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(ac) the operation of any forfeitures or penalties that by law may be applicable in respect of any employee who deserts or who is absent without permission from work for more than five consecutive working days or six working days during the preceding six months (such an employee shall be deemed to have terminated his contract of service: Provided that this shall not apply when absence is due to incapacity as defined in clause 14(3)(b);

(ad) an employee's failure or refusal to complete an attendance register provided to him in accordance with clause 18(4).

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any working day: Provided that

(i) the period of notice shall not run concurrently with any notice and shall not be given during an employee's absence on leave granted in terms of clause 16:

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 14 or owing to incapacity in the circumstances set out in clause 14, amounting in the aggregate, in respect of absences or leave granted to not more than 10 weeks in any period of 12 months.

(4) Notwithstanding anything to the contrary in their agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may, from any moneys he owes such employee by virtue of any provision of this Agreement, appropriate to himself an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of this clause that the employee paid the employer in lieu of notice.

(5) **Guidelines for dismissal procedure:** An employee shall have the following rights in respect of an enquiry:

(a) to be informed of the nature of the offence or misconduct, PLUS particulars of the charge;
(b) to a hearing to take place timeously;
(c) to be given adequate prior notice of the enquiry;
(d) to representation to be allowed to assist him;
(e) to call witnesses;
(f) to challenge accusations, i.e. cross-examination;
(g) to have an interpreter;
(h) to a finding, i.e. found guilty, to be given reasons why and the penalty;
(i) to have his period of service and record to be taken into consideration;
(j) to appeal to "higher authority" when available.

(6) **Guidelines for dismissal procedure for operational requirements (retrenchment procedure):**

(a) Notification of intention to retrench –
(i) should it become necessary and an employer contemplates retrenchment, he shall, in respect of unionised employees inform the relevant trade union(s) or, in the case of non-unionised employees, of this fact;
(ii) a meeting shall be convened between the relevant parties by mutual agreement, following the trade union(s) or employees having received the notification of the necessity and intention to retrench;
(iii) the notification of the envisaged retrenchment must be accompanied by at least but not limited to the following information:
(aa) the reason(s) for retrenchment;
(ab) the number of employees involved in the proposed retrenchment;
(ac) the proposed date of implementation of retrenchment which date shall not be sooner than four weeks after the date of notification of the envisaged retrenchment.

(b) **Consultation:**
(i) The employer and trade union(s) or non-unionised employees shall meet as contemplated in subclause
(a) above to consider the following alternatives;
(aa) Reduction of overtime;
(ab) transfers to other department or operations (if possible);
(ac) working on a short time basis and/or work sharing;
(ad) reduction of employment of casual workers;
(ae) the granting of unpaid leave beyond normal annual leave provisions;
(ag) any other appropriate alternative.
(ii) If retrenchment is unavoidable, the parties should apply the following guidelines in selecting employees for retrenchment.
(aa) Employees who have reached or exceeded the normal retirement age according to the terms and conditions of employment of the employer;
(ab) early retirement at the request of the employee or employer;
(ac) "Lifo" – last in, first out subject to skills and organisational criteria.

(c) **Notification to individual employees:** After consultation as contemplated in subclause 6(b) above, individual employees selected for retrenchment shall be informed of this fact in writing by the employer. Employers shall where possible, in order to alleviate hardship, consider the possibility of granting additional notice of termination of service due to operational requirements.

(d) **Severance pay:** The employee shall be entitled to one week's severance pay for each completed year of continuous service with that employer subject to section 41(2) of the Basic Conditions of Employment Act, 1997.

14. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to each employee, other than a casual employee and a special-function casual employee who is absent from work through incapacity –

(a) in the case of an employee who works a four-day week, not less than 24 working days';
(b) in the case of an employee who works a five-day week, not less than 30 working days'; and
(c) in the case of every other employee, not less than 36 workings days; sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that –
(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee referred to in paragraph (a) above, one working day in respect of each completed period of six weeks of employment, in the case of an employee referred to in paragraph (b) above, one working day in respect of each completed period of five weeks of employment, and in the case of an employee referred to in paragraph (c) above, one working day in respect of each completed months of employment;
(ii) this clause shall not apply to an employee at whose written request an employer agrees to make contributions at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than, in the aggregate the equivalent of his wages for 24, 30 or 36 working days, as the case may be, in each cycle of 36 months of employment;
(iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
(iv)if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive working days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that –

(i) when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such certificate in respect of any absence from work;
(ii) where an employee in an establishment that normally closes on a public holiday absents himself on the working day before and the working day after a public holiday, the employer may require him to produce a medical certificate in respect of such absence from work;
(iii) where an employee in an establishment that normally open on a public holiday absents himself from work on the day preceding such public holiday and on that public holiday, or on such public holiday and the day succeeding such

holiday, the employer may require the employee to produce a medical certificate in respect of such absence from work.

(3) For the purposes of this clause, the expression –

(a) "employment" shall be deemed to include –

(i) any period during which an employee is absent -

(aa) on leave in terms of clause 16;

(ab) on the instructions or at the request of his employer;

(ac) on sick leave in terms of subclause (1);

(ad) with the consent or condonation of his employer;

(ae) for any reason not being in breach of the contract of employment;

(af) amounting in the aggregate, in any year, to not more than 10 weeks;

Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service or absence or unpaid leave:

Provided further that any period of employment an employee has had with the same employer immediately before the date of coming into operation of this Agreement shall, for the purposes of this clause, be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall only be regarded as incapacity only during any period in respect of which no disablement payment is payable in terms of that Act.

(4) (a) For the purposes of this clause, "employer" includes –

(i) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(ii) in the case of the insolvency of an employer or the liquidation of his estate or sale or transfer of his business, the trustee or liquidator or the new owner of the business, if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

Provided that where the previous employer gave his employee appropriate notice of termination of employment in writing, the new employer shall not be liable to pay any arrear remuneration.

(b) Notwithstanding anything to the contrary in this subclause, when an employer sells his business and he and the purchaser make provision in written contract that the purchaser "takes over" the business with all assets and liabilities, or words to that effect, then the purchaser shall be liable to pay all arrear remuneration in terms of this clause.

15. MATERNITY LEAVE

(1) An employee is entitled to at least four consecutive months unpaid 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 still born child is entitled to maternity leave for six weeks after the miscarriage or still birth whether or not the employee had commenced maternity leave at the time of the miscarriage or still birth.

(5) An employee shall notify an employer in writing, unless the employee is unable to do so verbally, 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 subclause (5) must be given –
(a) at least four weeks before the employee intends to commence maternity leave; or
(b) if it is not reasonably practical to do so, as soon as is reasonably practical, but not less than two weeks before the commencement of maternity leave.

(7) While an employee is on maternity leave the employer shall be entitled to employ in her position a temporary employee in terms of clause 12, which temporary employee shall not be entitled to the status of a permanent employee (unless expressly agreed to in writing by both parties), nor will such employment be construed as to create the expectation of employment beyond such period.

(8) **Protection of employees before and after birth of a child:**
(a) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her unborn child.
(b) During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if –
(i) the employee is required to perform night work that poses a danger to her health or safety or that of her child; and
(ii) it is practical for the employer to do so.

15A PARENTAL LEAVE

(1) An employee, who is a parent of a child is entitled to at least ten consecutive days unpaid parental leave.
(2) An employee may commence parental leave on –
(a) the day that the employee's child is born; or
(b) the date
(i) that the adoption order is granted; or

(ii) that the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first.

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

(a) commence parental leave: and

(b) return to work after parental leave

(4) Notification in terms of sub clause (3) must be given –

(a) at least one month before the –

(i) employee's child is expected to be born; or

(ii) date referred to in sub clause 2(b); or

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

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

15B ADOPTION LEAVE

(1) An employee, who is an adoptive parent of a child who is below the age of two, is subject to sub clause (6), entitled to -

(a) unpaid adoption leave of at least ten weeks consecutively; or

(b) the parental leave referred to in clause 15A.

(2) An employee may commence adoption leave on the date -

(a) the adoption order is granted; or

(b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first.

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

(a) commence adoption leave; and

(b) return to work after adoption leave

(4) Notification in terms of sub clause (3) must be given -

(a) at least one month before the date referred to in sub clause (2); or

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

(5) If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for a parental leave referred to in clause 15A. Provided that the selection of choice must be exercised at the option of the two adoptive parents.

(6) If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalization of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for leave referred to in clause 15A. Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

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

15C COMMISSIONING PARENTAL LEAVE

(1) An employee who is a commissioning parent in a surrogate motherhood agreement is, subject to sub clause (6), entitled to -

(a) unpaid commissioning parental leave of at least ten weeks consecutively; or
(b) the parental leave referred to in clause 15A.

(2) An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.

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

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

(4) Notification in terms of sub clause (3) must be given -

(a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or
(b) if is not reasonably practicable to do so, as soon as is reasonably practicable.

(5) If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave referred to in clause 15A. Provided that the selection of choice must be exercised at the option of the two commissioning parents.

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

16. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2) of this clause, an employer shall grant to each of his employees, other than a casual employee, or a special – function casual employee, in respect of each completed period of 12 months of employment with him

(a) (i) during the first three years of employment, 21 consecutive days' leave; and

(ii) thereafter 30 consecutive days; leave; and

(b) in the case of a night watchman, 28 consecutive days' leave; and shall pay such employee in respect of such leave –

(i) in the case of an employee referred to in paragraph (a) (i), an amount of not less than three times the weekly wage that the employee was receiving immediately prior to the date on which the leave commenced;
(ii) in the case of all other employees, an amount of not less than four times the weekly wage that the employee was receiving immediately prior to the date on which the leave commenced.

(2) The leave prescribed in subclause (1) hereof shall be granted on a date to be fixed by the employer: Provided that –

(i) such leave shall be granted so as not to commence on a day concurrent with an employee's day off duty;
(ii) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and the employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
(iii) the period of leave shall not be concurrent with sick leave granted in terms of clause 14;
(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request

during the period of 12 months of employment to which the period of leave relates;

(v) when an employer requires his employee to take or consents to his employee taking his annual leave before the expiration of the 12 months of employment to which it relates, the employer, shall grant such employee the full period of leave accruable for 12 months of employment and shall pay such employee in respect of such leave an amount of not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided further that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of subclause (5) of this clause, if the leave had not been granted to him as aforesaid.

(3) (a) At the written request of an employee, an employer may permit the leave, or a portion thereof, to accumulate over a period of not more than 24 months of employment. Provided that –

(i) such request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates: and

(ii) the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request at least until after the expiration of the period of leave so taken.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in paragraph (a) of this sub clause.

(c) An employee shall have the right to exercise an option to waive not more than a third if the annual leave referred to in subclause (1) (a) (i) and not more than one-half of the annual leave referred to in sub-clause (1) (a) (ii) or (b) and his employer shall, in respect of such period of leave not taken, pay him wages in lieu thereof.
Provided that -

(i) the employee's request to waive such leave is retained by the employer for at least 12 months from the date of receipt thereof by him; and

(ii) save as provided in subclause (4), the payment in lieu of leave shall be made to the employee on a date to be agreed upon between the employer and the employee, but not later than the last working day before the commencement of the remaining period of the annual leave.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last working day before the date of commencement of the leave: Provided that at the written request of an employee, payment in respect of the annual leave taken by an employee, or a part thereof, together with payment in respect of leave converted as provided for in subclause (3) (c), may be made on the payday immediately succeeding the employee's return from leave. Provided further that such written request of an employee shall be retained by the employer for at least 12 months from date of receipt thereof by him.

(5) An employee whose contract of employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall upon termination, and in addition to any other remuneration that may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than -

(a) in the case of an employee referred to in subclause (1) (a) (i), a quarter; and

(b) in the case of an employee referred to in subclause (1) (a) (ii), a third, of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of subclause (2) (iv) and (v): Provided further that an employee who leaves his employment without having given and served the period of notice prescribed in clause 13, unless the employer has waived such notice, or without the employee having paid the employer in lieu of notice, unless in failing to give such notice or to work during such period of notice the employee was acting within his legal rights, and subject to the provisions of clause 13 (4), shall not be entitled to any payment in terms of this subclause.

(6) An employee who has become entitled to a period of annual leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of termination.

(7) For the purposes of this clause –

(a) the expression, "employment" shall be deemed to include –

(i) any period in respect of which an employer, in terms of clause 13, pays an employee in lieu of notice;

(ii) any period during which an employee is absent –

(aa) on leave in terms of this clause;

(ab) on sick leave in terms of clause 14;

(ac) on the instructions or at the request of his employer;

(ad) with the consent or condonation of his employer;

(ae) for any other reason not being in breach of the contract of employment, amounting in the aggregate in any year to not more than 10 weeks; and

(b) employment shall be deemed to commence –

(i) in the case of an employee who before the coming into operation of this Agreement has become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the coming into operation of this Agreement and to whom any law providing for annual leave applied in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, on the date on which such employee entered his employer's service.

(8) (a) For the purposes of this clause, "employer" includes –

(i) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(ii) in the case of the insolvency of an employer or the liquidation of his estate or sale or transfer of his business,

the trustee or liquidator or the new owner of the business, if such executor, heir legatee, trustee, liquidator or new owner continues to employ that employee; Provided that where the previous employer gave his employee appropriate notice of termination of employment in writing, the new employer shall not be liable to pay any arrear remuneration.

(b) Notwithstanding anything to the contrary in the subclause, when an employer sells his business and he and the purchaser make provision in a written contract that the purchaser "takes over" the business with all assets and liabilities, or words to that effect, then the purchaser shall be liable to pay all arrear remuneration in terms of this clause.

(9) **Annual Closing:**

(a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close his establishment for 14 consecutive days and in that case shall remunerate his employee in terms of subclause (1) or in terms of paragraph (b) or (c) hereof, as the case may be;

(b) Whenever a public holiday as defined, is observed on a day which otherwise would be a working day for an employee and falls within the closed period referred to in paragraph (a), another working day shall be added to the said closed period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

(c) An employee who, at the date of the closing of an establishment in which he is employed, is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purposes of annual leave thereafter this employment shall be deemed to commence on the date of such closing of the establishment.

(d) An employer and his employee may agree that any leave in excess of 21 days, plus days *in lieu* of public holidays accrued to the employee, may be paid out.

(e) An employer and his employee may agree in writing to observe an annual closed period of not less than 14 consecutive days, in which case all excess leave shall be paid to the employee.

16A FAMILY RESPONSIBILITY LEAVE

(1) An employee who has been in employment with the same employer for longer than twelve months, and works for at least five days a week for that employer, at the request of the employee shall be entitled to four (4) days paid leave, and four (4) days unpaid leave during each annual leave cycle which may be taken –

(a) when the employee's child or adopted child is sick;

(b) in the event of the death of the employee' spouse, life partner, parent, adopted parent, grandparent, child, adopted child, grandchild or sibling.

Before an employee may be paid for leave in terms of this clause, the employee shall submit proof of an event contemplated in subclause (1) for which the leave was taken. An employee's unused entitlement to leave in terms of this clause shall expire at the end of the leave cycle in which it accrues.

17. MEALS, TRANSPORT AND LATE NIGHT WORK

(1) **Provision of meals:**

(a) Where an employee, other than a casual employee or a special-function casual employee, agrees to accept meals from his employer, a deduction not exceeding R40,00 per month or R9,23 per week in respect of part-time employees, and R70,00 per month or R16,15 per week in respect of full-time employees, may be deducted from the employee's wage in respect of such meals.

Provided that –

(i) the employee is provided with such meals as fall within his working hours but not less than two meals per working day or one meal for a part-time employee;

(ii) no deduction shall be made in respect of meals not taken by the employee while absent from work with pay, such as pay *in lieu* of notice, annual leave or sick leave;

(iii) no further deductions shall be made by the employer when an employee receives additional food while on duty;

(iv) it shall not be construed that a deduction may not be made when an employee agrees to accept meals and does not avail himself thereof, unless notice has been given to cancel the arrangement and such notice has expired;

(v) the meals shall be adequate as regards the quantities of food supplied, and reasonable in respect of their content and quality.

(b) Every employer shall provide each casual employee,
and special-function casual employee, with a free meal in respect of the first five consecutive hours of work or part thereof worked by such employee and thereafter in respect of each completed period of four consecutive hours worked.

(2) **Provision of transport for night workers:**

(a) In the event of any special-function employee, or special-function casual employee, casual employee working later than 21:30, the employer shall make reasonable arrangements for the transport home of such employee: Provided that, *in lieu* of providing such transport home, an employer may order a taxi to take one or more of the employees home, and pay the taxi in advance or pay each employee R11.50 cash.

(b)In the event of an employee, other than a special function casual employee, a casual employee, employee's referred to in clause 9 (8) (a) or a commission worker who works after 21h30 and being authorised to work, the employer shall pay such employee R200.00 per month until the 31st May 2024, from the 1st June 2024 until the 31st May 2026 R230.00 per month and thereafter R240.00 per month as a "Late Night Allowance" provided that if an employer daily provides free transport home for late night workers, he shall not be required to pay an allowance to those employees.

(3) **Late night work:** An employer who requires an employee to perform work in an environment with hazardous substances on a regular basis after 23:00 and before 06:00 the next day must –

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

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

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

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

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

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

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

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

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

(4) For the purposes of sub-clause (3), 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 50 times per year.

18. RECORDS TO BE MAINTAINED

(1) **Wages register:** Every employer shall keep or cause to be kept a wages register as per Annexure D in respect of all employees in his employ, showing all the particulars provided for. This wages register shall be kept on the premises where the employees work, except as may be otherwise authorised in writing by the Council.

(2) **Casual employees and special-function casual employees:** Every employer shall provide or cause to be kept a register in the form specified in Annexure B to this Agreement, which shall be signed by every casual employee, commission worker and special-function casual employee at the time of commencement and finishing work on each day on which he is employed.

(3)**Timetable:** A legibly typed or written schedule conforming as near as practical to Annexure G to this Agreement shall be posted at least seven days in advance in a place frequented by the employees, setting forth the particulars of the daily shifts required to be worked by the employees, other than casual employees, special-function casual employees whose names are stated in the said schedule.

(4) **Attendance register:** Every employer shall provide each of his employees, other than a casual employee, and a special-function casual employee, with an attendance register as required in terms of section 31 of the Basic Conditions of Employment Act 75 of 1997, as amended, and in the form prescribed under the regulations to the Act, which shall be filled in by the employee showing the actual time worked on each day of the week, the time of commencement and finishing work during the spread over of hours daily and the occupation of each such employee: Provided that in lieu of such

attendance register an employer may provide a semi-automatic time recorder with the necessary cards. Provided further that, if any employee is unable to read and write, his employer shall on his behalf make and sign the necessary entries in respect of the time he commenced, the time of commencement and termination of each meal or other interval, which is not recognisable as ordinary hours of work, and the time of finishing work for the day inclusive.

(5) All registers shall remain the property of the employer and shall be retained for three calendar years subsequent to the date of the last entry therein. No employee shall remove an attendance register from the employer's premises.

(6) **Savings:** The provisions of subclause 18(4) shall not apply to an employee if and so long as such employee is in receipt of a regular wage at a rate of not less than the amounts specified in clause 9 (8)(a).

19. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer, Temporary Employment Service Agency (Labour Broker) Contractor and every new employer who enters the Sector in the Council's registered scope of registration, shall –

(a) within one month of the date on which this Agreement becomes binding upon him, or in the event of an employer commencing operations after that date, within one month of such commencement, register with the Council by the completing and submitting to the Council a statement in the form of Annexure C to this Agreement.

(b) whenever change in the particulars furnished in terms of subclause (1)occurs, or in the event of the –

(i) sequestration of the employer's estate;

(ii) winding up the affairs of the company;

(iii) transfer of abandonment of the business carried on; or

(iv) acquisition or commencement of any other business upon which this Agreement is binding,within 30 days furnish the Secretary of the Bargaining Council with a completed statement in the form of Annexure C to this Agreement; and receipt thereof shall be acknowledged by the Secretary of the Council.

(2) The Secretary of the Council shall monthly furnish the secretary of the employers organisation with particulars of establishments registered with the Council during the preceding month.

(3) The Secretary of the Council shall forward to the trade union monthly, a list of all registrations and changes of those employees who are eligible for membership of the trade union.

20. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the grounds of desertion or where the employee is a casual employee or special-function casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service in the form specified in Annexure E.

21. INCOME AND EXPENSES OF THE COUNCIL

(1) (a) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each employee, R6.00 per month until the 31st May 2024, from the 1st June 2024 R6.50 per month until the 30/05/2026 and thereafter R7.00 per month, in the case of all employees who have worked in that month: Provided that for the purposes of this paragraph, an employee shall be deemed to have worked during any period in which he is absent from work on paid leave or sick leave as provided in this Agreement.

(b) For the purpose of meeting the expenses of the Council in the administration of a fund to be used for resolving of disputes, every employer shall deduct from the wages of each employee R4,00 per month until the 31st May 2024 from the 1st June 2024 R4.50 per month until the 30/05/2026 and thereafter R5.00 per month, in the case of all employees who have worked in that month: Provided that, for the purposes of this paragraph, an employee shall be deemed to have worked during any period in which he is absent from work on paid leave or sick leave as provided in this Agreement. A separate account shall be kept by the Council for this fund.

(2) Every employer shall contribute to the funds of the Council –

(a) an amount equal to that deducted from the employees as prescribed in subclause (1);

(b) an amount of R30,00 in respect of each establishment each month, or part thereof, during which deductions were made or were required to be made in terms of subclause (1), which shall be contributed by the employer himself.

(3) The total amounts deducted, or required to be deducted, in terms of subclause (1), from the wages of employees, together with the amounts required to be contributed by the employer in terms of subclause (2), shall be forwarded monthly by the employer to the Secretary of the Council not later than the 15th day of the month succeeding that month during which the deductions and contributions were made or were required to be made, together with a completed statement in the form of Annexure F showing the number of employees from whom the deductions were made or were required to be made.

(4) The amounts owing shall either be forwarded to: P.O. Box 30822, Braamfontein, 2017, or delivered to the offices of the Council at No. 33 Hoofd Street, Braampark, Forum V, Ground Floor, Braamfontein.

(5) Notwithstanding anything to the contrary contained in this Agreement, the Council shall be entitled to a 5% collection fee on all funds administered by the Council or collected on behalf of any third party or fund, which said amounts shall accrue to the general funds of the Council. The Council, in its sole discretion, may waive the right to such entitlement.

21A DEFAULT PAYMENTS

(1) **Dishonoured payments:** Whenever an employer pays any sum of money that is due to the Council in terms of this Agreement, in any manner other than in cash, and such payment is dishonoured for any reason whatsoever, then and in

such event, a penalty shall be imposed on the employer, which penalty shall be equal to 10% or R100 whichever is the greater, of the amount due. Any penalty plus the full amount originally due, shall be payable in cash on demand.

(2) **Legal costs:** Whenever it becomes necessary or expedient for the Council to institute legal action in a court of law for the recovery of any amounts of money due to either the Council, an employee or an employer in terms of subclause (1) but not paid over to the Council after having been requested to do so, then and in such event the debtor shall be liable for all legal costs incurred by the Council in the recovery of the amount due, including costs on an attorney and client scale in the event of a legal practitioner, an arbitrator or a collections agency having been instructed by the Council to collect the amount.

(3) **Forfeiture of claimed amounts to Council:**

(a) Whenever the Council has claimed an amount owing to an employee or an ex-employee in terms of this Agreement and the amount was paid over to the Council but the employee or ex-employee failed to collect such amount from the Council within a period of three years (36 months), such amount will accrue to the general funds of the Council. It will then be accepted that the employee or ex-employee has waived all its rights to such amount.

(b) The employee or ex-employee will have no further-or alternate claim for the same amounts in terms of the Agreement against the employer.

(4) **Indemnity clause:** The members of the Council, their alternates, the Executive Committee or their alternates and the Council officials shall not be liable for any debts and/or liabilities of the Council or any of its banking accounts or funds and they are hereby indemnified against all losses and/or expenses incurred or which may be incurred by them in the bona fide lawful execution or discharge of their duties.

21(B) FUNERAL BENEFITS

(1) Membership of the Hospitality Group Funeral Insurance Scheme, as underwritten by Metropolitan Life Limited with Registration No. 1949/032491/06 as per policy Number 4151686104 is compulsory for all employees, (other than a casual employee or a special function casual employee) who are employed in the Scope and Sector of the Bargaining Council for the Restaurant, Catering and Allied Trades and who has not reached the age of 65 (sixty five) years.

(2) For the purpose of providing employees with Funeral Benefits, every employer shall, in respect of each month, deduct R12-50 from the wages payable to each employee and add to such a deduction an amount of R12-50.

(3) Every employer shall ensure that the amounts referred to in sub-clause (2) are paid monthly in advance by debit order or by electronic transfer to: Extra Dimensions (the administrator) Reg No 2007/000667/23, Standard Bank, Braamfontein Branch, Code 004805, Account Number 000462136.

(4) A completed statement in the form of Annexure I showing the number of employees from whom deductions and contributions were made, or should have been made, their names and ID Numbers, shall be forwarded monthly by all employers to: P.O. Box 2363, Florida Hills 1716 or email to funeral@tshepong.co.za not later than the 15th day of the month succeeding that during which the deductions and contributions were made.

(5) Notwithstanding the provisions of clause 21(B) in respect of commission workers, commission workers who have not reached the age of 65 (sixty five) years shall join the funeral benefit scheme. The employer and employee shall contribute a monthly amount of R12.50 each.

21 (C) PROVIDENT FUND

(1) Membership of the Momentum "Funds at Work Benefit" Scheme with registration No's 12/08/32083/1, SARS 18/20/No36990 is compulsory for all employees, (other than a casual employee or a special function casual employee) who are employed within the Scope and Sector of the Bargaining Council for the Restaurant, Catering and Allied Trades and who have not reached the age of sixty five (65) years.

(2) For the purpose of providing employees with Provident Fund Benefits, every employer shall in respect of each month deduct 5% from the wages payable to each employee, and add to such deduction an equal amount of 5%.

(3) Every employer shall ensure that the employee's deductions as well as the employer's contributions as referred in sub-clause 2 are paid to Momentum by no later than the 7th day of the month succeeding that during which the deductions and contributions were made.

(4) Every employer shall submit the participating employer's membership particulars to the administrator in prescribed electronic format and in such detail as required in terms of the regulations and this agreement by no later than the 25th of each month.

(5) Commission workers working a minimum of 130 hours per month and for a minimum period of 2 years and longer with the same employer, shall be eligible to join the Provident Fund.

22. MEMBERSHIP OF EMPLOYER'S ORGANISATION AND TRADE UNIONS AS DEFINED IN THE PREAMBLE TO THIS AGREEMENT, AND INCIDENTAL MATTERS.

(1) Every employer, after prior arrangement with him, shall give reasonable facilities to the duly authorised trade union officials to enter his establishment at off-peak periods for the purpose of –
   (a) interviewing on trade union matters;
   (b) enrolling new members;
   (c) distributing documents issued by the trade union.

(2) (a) Every employer shall, for the benefit of the employers' organisation, as defined in this Agreement, forward to the Secretary of the Council the subscription and/or levy payable by him to the said organisation in terms of that organisation's constitution, by not later than the 15th day of the month following that in which such subscription and/or levy fell due.
   (b) Where an employee requests his employer in writing to deduct trade union subscriptions, the employer shall forward such amounts to the Secretary of the Council not later than the 15th of the following month of the amount so deducted. *Provided* that the employer may retain as a collection fee an amount not exceeding five percent of the amount so deducted.

(3) **Trade union representatives to the Council:** Every employer shall give to an employee who is a representative on the Council every reasonable facility to attend to his duties in connection with the work of the Council.

(4) The subscriptions and fees payable in terms of subclause (2) of this clause shall be included with the other amounts to be remitted together with Annexure F to this Agreement.

23. ADMINISTRATION OF AGREEMENT AND DESIGNATED AGENTS

(1) The Council is responsible for the administration, promoting, monitoring and enforcement of this agreement.
(2) The Council may issue guidelines or instructions to employers and employees regarding the implementation of this Agreement.
(3) The Council may request the Minister in terms of Section 33 (1) of the Act to appoint a person as a designated agent.
(4) The Council shall appoint one or more specified persons as designated agents to assist in giving effect to the terms of this agreement.

(5) A designated agent of the Council shall promote, monitor and enforce compliance with this agreement.

(6) A designated agent may:
- (a) secure compliance with the Council's collective agreement by;
  - (i) publicising the contents of the agreement;
  - (ii) conducting inspections;
  - (iii) investigating complaints; or
  - (iv) any other means the Council may adopt; and
- (b) perform any other functions that are conferred or imposed on the designated agent by the Council; and
- (c) a designated agent of the Council has all the powers as set out in schedule 10 to the Act;
- (d) issue a compliance order requiring any person to comply with the collective agreement within 21 days of the date of the compliance order
- (e) A compliance order may be made an arbitration award. Provided that the parties have been given fourteen (14) days' notice that application will be made to have the compliance odder made an arbitration award.

23 (A) POWERS OF DESIGNATED AGENTS

(1) A Designated agent may without warrant or notice at any reasonable time enter any workplace or any other place where an employer caries on business or keeps employment records, that is not a home, in order to enforce compliance with a collective agreement concluded in the bargaining council .
(2) A designated agent may only enter a home or any place other than a place referred to in sub item (1) – (a) with the consent of the owner or occupier; or (b) if authorised to do so by the Labour Court in terms of sub clause (3)
(3) The Labour court may issue authorisation contemplated in sub clause (2) (b) only on written application by a designed agent who states under oath the reasons for the need to enter a place, in order to monitor or enforce compliance with a collective agreement concluded in the bargaining council.
(4) If it is practicable to do so, the employer and a trade union representative must be notified that the designated agent is present at a workplace and the reason for the designated agent's presence.
(5) In order to monitor or enforce compliance with the collective agreement a designated agent may –
- (a) Require a person to disclose information, either orally or in writing and either alone or in the presence of witnesses, on a matter to which the collective agreement relates, and require that disclosure to be under oath or affirmation.
- (b) Inspect and question a person about any record or document to which a collective agreement relates

(c) Copy any record or document referred to in paragraph (b) or remove these to make copies or extracts;
(d) Require a person to produce or deliver to a place specified by the designated agent any record or document referred to in paragraph (b) for inspection;
(e) Inspect, question a person about, and if necessary remove, an article, substance or machinery present at a place referred to in sub clauses (1) and (2);
(f) question a person about any work performed; and
(g) perform any other prescribed function necessary for monitoring or enforcing compliance with the collective agreement.

(6) A designated agent may be accompanied by an interpreter and any other person reasonably required to assist in conducting an inspection.
(7) A designated agent must
(a) produce on request a copy of the authorisation referred to in sub clause (3);
(b) provide a receipt for any record or document removed in terms of sub clause (5) and;
(c) Return any removed record, document or item within a reasonable time.

(8) Any person who is questioned by a designated agent in terms of sub item (5) must answer all questions lawfully put to that person truthfully and to the best of that person's ability.
(9) An answer by any person to a question by a designated agent in terms of this item may not be used against that person in any criminal proceedings, except proceedings in respect of a charge of perjury or making a false statement.
(10) Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.
(11) The bargaining council may apply to the Labour court for an appropriate order against any person who –
(a) Refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability;
(b) Refuses or fails to comply with any requirement of the designated agent in terms of this clause, or
(c) Hinders the designated agent in the performance of the agent's functions in terms of this clause.
(12) For the purpose of this clause, a collective agreement is deemed to include any basic condition of employment which constitutes a term of a contract of employment in terms of section 49(1) of the Basic Conditions of Employment Act.

It is an offence to –
(a) obstruct or attempt to improperly influence a designated agent or other person who is performing a function in terms of this agreement;

(b) present or submit a false or forged document;
(c) pretend to be a designated agent of this Council performing a function in terms of this agreement,
(d) refuse or fail to answer fully any lawful question put by a designated agent or other person in the performance of his duties in terms of this agreement;
(e) refuse or fail to comply with any lawful request of, or lawful order by a designated agent or person in the performance of his duties in terms of this agreement;
(f) hinder or obstruction of a designated agent or any other person performing a function in terms of this agreement.

Upon conviction of any of the offences mentioned in 12 above, a penalty similar to that prescribed in section 92 and 93 of the Basic Conditions of Employment Act, No 75 of 1997, as amended, may be imposed.

24. EXHIBITION OF AGREEMENT

(1) The parties agree that the English version of this agreement shall determine the meaning and intention of the parties and be made available by the Council for inspection by any person at the Council's office between 08:15 and 15:00 on any working day.

(2) A legible copy of the Agreement shall at all times be exhibited in a prominent place in every establishment and made available to any employee for perusal and discussion with the employer.

25. RIGHTS AND OBLIGATIONS OF THE TRADE UNION

Subject to any arrangement which the individual trade unions and members of employers' organisations may agree to at plant level, the following provisions shall be applicable:

(1) **Access:**
(a) Unions officials, may hold meetings with employer representatives for the purposes of discussing this Agreement, issues that arise here from or any other matter of mutual interest: Provided that such meetings shall be held at a time and place that is mutually convenient to the employer representative and the trade union officials.
(b) The employer and the trade union shall inform the other party in writing of the names and status of their respective representatives. No other person shall act on behalf of the employer or the trade union. The employer and the trade union agree to inform the other party of any changes to their representatives in writing.
(c) In addition to the access specifically granted to the trade union officials in terms of this Agreement, a maximum of two union officials shall be entitled to have access to trade union representatives and union members during their lunch break, not more than once per calendar month. The date of such access shall be agreed upon between a union official and a representative of the employer.
(d) Trade union officials shall not have access to trade union representatives and union members during their working hours unless they have obtained the written consent of a representative of the employer beforehand.

(e) The employer shall specify the area at the premises which shall be used by trade union officials for the purposes of any meeting with trade union representatives and union members.
(f) No meeting consisting of more than four trade union members shall be arranged either by trade union officials or trade union representatives at the premises during normal working hours, excluding lunch breaks, without the permission of a representative of the employer.

(2) **Restriction on access:**
(a) The activities of the trade unions and in particular that of trade union representatives referred to in this clause shall not interfere with the employer's operation and productivity and shall not exceed the limits and purposes of this Agreement.
(b) Should such interference persist, the employer may, by written notice to the union, immediately vary or withdraw the access granted.
(c)The trade unions shall comply with the security and safety regulations of the employer.

(3) **Stop order facilities:**
(a) The employer shall deduct union subscriptions from the wages of union members and shall account and pay to the trade union on or before the 15th of each following month the aggregate amount deducted.

(b) No subscription shall be deducted from the wages of a trade union member unless he signed a stop order authorising a specific deduction from his wages, and the stop order shall be lodged with the employer by the trade union until the employee has furnished proof of being a member of that union and employed in the sector.

(c) A trade union member may authorise deductions to cease, subject to one month's notice, by addressing a written request to the employer and the trade union.
(d) The employer shall not be responsible for the collection of any subscription which for any reason, may be in arrears.

(e) The employer shall submit a monthly remittance to the trade union reflecting the names of members in respect of whom deductions have been made, a copy of requests to revoke membership and the amounts/period for which deductions were made.

(f) Where there has been a change in trade union subscriptions in accordance with the constitution of the trade union, one calendar month's written notice of such change shall be given by the trade union to the employer. Such notice shall be accompanied by a stop order signed by each trade union member authorising such increased deduction. The employer shall raise the deduction accordingly.

(4) **Recognition and duties of trade union representatives:**
(a) A trade union representative shall represent the trade union at the premises of the employer in accordance with the rights and obligations applicable to them as set out in this Agreement and any other agreements entered into between the employer and the trade union.

(b) Any trade union representative shall be entitled to assist and represent union members in recording any grievance that the union members may have or at disciplinary hearings.

(c) A trade union representative shall consult with the employer for the purpose of promoting co-operation and understanding and preventing the occurrence of grievances and disputes.

(d) A trade union representative shall consult with trade union members only during work breaks such as lunch intervals and without delaying the working process.

(e) The trade union representatives shall at all times observe their terms and conditions of employment and shall be subject to the same disciplinary and performance standards as other employees.

(f) If an employer has the facilities of a photocopier and fax machines, the employer may permit Union representatives the reasonable use of such facilities under the supervision of management provided that permission has been obtained from management prior to the use of such facilities.

(5) Election of trade union representatives:

(a) Trade union representatives and their alternates shall be elected during normal working hours by union members in terms of this Agreement by secret ballot for a period of two years to represent them in terms of this Agreement, subject to the following:

(i) The election of trade union representatives and their alternates during working hours shall not disrupt the normal working processes and smooth running of the employer's business.

(ii) The election date and procedural detail for the election shall be agreed with the employer at least seven working days prior to the election date.

(iii) The number of trade union representatives in respect of each place where the employer conducts its operations shall be as follows:

NUMBER OF TRADE UNION MEMBERS	NUMBER OF SHOP STEWARDS
10	One
10-50	Two
50-299	Two for the first 50 plus one for each additional 50 up to a maximum of seven

300-600	Seven for the first 300 plus one for every 100 additional members up to a maximum of 10

(iv)Only trade union members in good standing may nominate trade union representatives and only union members in good standing in the interest group may be nominated and elected as trade union representatives or alternates. Candidates must, nevertheless, have at least one year's continuous service with the employer.

(b) A recognised trade union representative or alternate shall resign from office –
(i) on being promoted or appointed to a managerial position: Provided that he shall resign not later than the effective date of his appointment or promotion: Provided further that he shall be free to decline or accept the promotion and shall not be victimised as a result of declining the promotion;
(ii) on ceasing to be employed by the employer;
(iii) on ceasing to be a member of the trade union;
(iv) on resigning as a trade union representative or alternate; and/or
(v) on receiving a written request for his resignation supported by the majority of trade union members in his constituency.

(6) **Leave for trade union activities:**
(a) Trade union representatives of a party to the Council may be granted five (5) days' paid and five (5) days unpaid training leave per annum by the employer to undergo training or to attend a conference on any subject relevant to the performance of the functions of a trade union representative: Provided that no days training or conference leave shall be permitted to be taken on Fridays, Saturdays, Sundays or public holidays.

(b) a request for such leave shall be accompanied by written application from the trade union, given seven days' notice and setting out the nature of such training or conference and name of the institution which will conduct such training: Provided that no days will be permitted on Fridays, Saturdays and Sundays or Public Holidays.

(7) Peace obligation: Neither an employer or a trade union or its members shall cause, sanction or participate in any strike or lock-out directed against the other party:
(i) concerning any issue which is the subject matter of a substantive agreement during the period of such agreement and, in particular, where the issue has been negotiated at the Council and the collective agreement has been concluded in this regard; or

(ii) concerning issues which are not the subject matter of a substantive agreement unless such industrial action forms part of the dispute resolving procedures; or
(iii) during an arbitration or arising out of an arbitraral award whether such arbitration is conducted by a private agency, the Commission for Conciliation, Mediation and Arbitration, the Labour Court or the Council.

(8) Internal Dispute Resolution Procedures:

(a) Where a dispute has been declared, the party declaring the dispute shall furnish written particulars of the dispute to the other party, this notice setting out the nature of the dispute and the proposed terms of settlement.
(b) The party receiving the notice of dispute shall, within five working days of receipt thereof, notify the aggrieved party in writing of its response and shall further set out its proposed terms of settlement.
(c) A meeting of the parties shall be convened within five working days of receipt by the aggrieved party of the other party's statement.
(d) If agreement is not reached regarding the dispute or part thereof at the meeting held in terms of (c) above, then the parties may consider alternative methods of resolving the dispute, such as referral to conciliation or arbitration.
(e) If the dispute remains unresolved after the exhaustion of these procedures either party may refer the dispute to the Bargaining Council for resolution in terms of the relevant method provided for in terms of the Act or, where the Act provides solely for the nature of the dispute to be resolved by the Commission for Conciliation, Mediation and Arbitration, to such Commission.

(9) Industrial Action:

(a) Industrial action means strikes and lock-outs as defined in the Act and includes go-slows, pickets, overtime bans, work to rule and product boycotts.

(b) No industrial action shall be taken by either party pending the exhaustion of relevant procedures of this Agreement and the LRA (see Code of Good Practice: Collective Bargaining, Industrial Action and Picketing).

(10) Industrial action rules:

(a) Any industrial action engaged in by the union members shall be conducted in a peaceful and orderly manner.
(b) Strikers shall not interfere with the conduct of the employer's business or with the employer's suppliers or customers and shall only remain on that part of the employer's premises where they cannot interfere with the normal activities of the firm and not within less than 20m of any entrance or exit of the premises during the normal hours of work, observing, at all times, the employer's normal rules and regulations.

(11) Picketing:

(a) A trade union may authorise a picket by its members and supporters for the purpose of peacefully demonstrating in support of any protected strike or in opposition to any lock-out.

(b) Such a picket may be held in any place to which the public has access outside of the premises of an employer or, with the permission of the employer, inside its premises. The employer undertakes not to unreasonably withhold consent to its employees peacefully picketing within its premises.

(12) Replacement labour: The employer has the right to utilize replacement labour, save and except in circumstances where such employer has implemented a lock-out or except in circumstances where the lock-out is in response to a strike.

(13) Severance pay: The employee shall be entitled to one week's severance pay for each completed year of continuous service with that employer in instances where that employee was dismissed for reasons based on the employer's operational requirements, subject to section 196(3) of the Act.

26. THE CODE OF GOOD PRACTICE

Schedule 8 of the Act shall be adhered to.

27. FREEDOM OF ASSOCIATION

Section 4 of the Act shall apply to all employers and employees. Employees may join a trade union (subject to its constitution) and to partake in its lawful activities. Employer may join an employer organisation and participate in its lawful activities.

28A. DISPUTES PERTAINING TO CONTRAVENTIONS OF THE AGREEMENT

(1) Disputes pertaining to contraventions of the Agreement must be done in the form of a sworn statement, setting out all the material fact(s) that form the basis of the complaint.

(2) On receipt of the complaint the Council shall within 14 days appoint a designated agent or official to investigate the dispute and/or may request further information, facts or data from either the employee or the employer.

(3) The designated agent or official shall within 14 days of his appointment submit a written report to the Secretary on his investigation and the steps he had taken to ensure compliance with the Agreement and the recommendation for the finalisation of the complaint.

(4) Should the complaint not be settled, the complainant may request the Council to convene arbitration proceeding(s) within 30 days of being served with the outcome of the investigation.

(5) The designated agent or Official may endeavour to secure a written undertaking by the employer to comply with the contravention(s) of the Agreement and obtain an agreement between the employer and employee as to any amount owed to the employee in terms of the Collective Agreement.

(6) If an employer fails to comply with a written undertaking given by the employer in terms of this clause, the Secretary may apply to the CCMA to make the undertaking an arbitration award.

7) The referral for an arbitration shall be served on the employer by the employee and the referral together with proof of service must be served on the Council.

(8) If the complainant shows good cause at any time, the Council may permit the complainant to refer the complaint after the 30-day limit has expired.

(9)The Council must give the parties at least 14 days' notice in writing that the complaint has been scheduled for arbitration.

(10)If a party fails to appear or be represented at the scheduled hearing, the commissioner must proceed with the arbitration on the date specified in the notice.

(11)In arbitration proceedings, a party to the complaint may appear in person or be represented only by:

(a) a director or employee of that party; or

(b) any member, office bearer or official of that party's registered trade union or registered employers' organisation.

(12)An arbitrator conducting an arbitration in terms of this clause has all the powers of a commissioner as set out in the Act.

(13)An arbitrator may, make an appropriate award including:

(a) ordering any person to pay any amount owing in terms of this agreement provided that any claim pertaining to clause 5,6,7,9,13,14,16 and 17, shall not exceed the period of 12 months, from date the complaint has now been lodged at the council;

(b) charging a party an arbitration fee;

(c) ordering a party to pay the costs of the arbitration;

(d) any award contemplated in section 138(9) of the Act.

(14) An award in terms of this clause is final and binding and may be enforced in terms of section 143 of the Act after the Secretary and or a person appointed by the Council has certified the arbitration award, unless it's an advisory arbitration award.

(a) The award was conducted under the auspices of the Council.
(b) A copy of the award was served on the Respondent.
(c) Unless it is an advisory arbitration award.

(15)The council may by agreement between the parties or on application by any party may make a written settlement agreement which is duly signed by both parties in respect of any complaint referred to the council, an arbitration award.

28(AA) DISPUTES ABOUT THE INTERPRETRATION OR APPLICATION OF THE COLLECTIVE AGREEMENT

Any dispute about the interpretation or application of this Agreement shall be referred to the Council and shall be resolved as follows:-
The Council shall attempt to resolve the dispute through conciliation using a suitably qualified conciliator. Within fourteen (14) days of such conciliation, the Council shall convey the outcome of such conciliation to the disputants, or state that the dispute remains unresolved

(1)) If the Council fails to resolve the dispute or if any party is aggrieved by the outcome of the conciliation referred to in paragraph (1), it may within fourteen (14) days of the decision request Council that the dispute be referred to arbitration

(2) Should the dispute be referred to arbitration, the Council shall refer the dispute to the CCMA for the purpose of such arbitration. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, in terms of section 138 of the Act. The arbitrator's decision shall be final and binding.

28B DISPUTES PERTAINING TO INCOME AND EXPENSES OF THE COUNCIL AND CONTRIBUTIONS TO FUNDS

(1) Should an employer in terms of this agreement fail to comply with any provisions of clauses 19, 21, 21A, 21 B and 21 C of the agreement, the council shall serve a compliance order on that employer/company.

(2) If the employer fails to comply with the compliance order, an application will be made to have the compliance order made an award or

(3) The compliance order contemplated in 28(B)(2) of this agreement above shall be served on the employer not less than 14 days before the application to have the compliance order made an award or the scheduled arbitration.

(4) Clauses 28(A)(8) to 28(A)(13) of this agreement shall apply to proceedings conducted under this clause.

(5) In addition, the arbitrator may impose a fine for failure to comply with clause 21, 21(A), 21(B) and 21(C) of this agreement.

(6) Any person upon whom a fine has been imposed in terms of this clause, files an application to review and set aside an award in terms of 28(B) (5), any objection to pay a fine is suspended pending the outcome of the application.

(7)The maximum fines that may be imposed by an arbitrator acting in terms of this clause shall not exceed the amounts as determined by the Minister from time to time.

28C. RULES FOR THE CONDUCT OF PROCEEDINGS BEFORE THE BARGAINING COUNCIL FOR THE RESTAURANT, CATERING AND ALLIED TRADES

Rules for the conduct of proceedings before the council pertaining to the disputes in the Labour Relations Act, No 66 of 1995 as amended shall be the same as that of the Commission for Conciliation, Mediation and Arbitration as amended and published in the Government Gazette read with the necessary changes to the context as required.

29. EXEMPTIONS

a) The Council hereby confirms the status of an Exemptions Committee to consider applications for exemption from any of the provisions of this Agreement.

b)Any party or non-party may lodge an appeal to the Independent Appeal Board – established by the Council in terms of section 32 of the Act – against the decision(s) taken by the Exemption Committee, or the withdrawal of such, an exemption. Provided that: no

representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Appeal Board

(2) All applications for exemption or appeals shall be in writing (on an application form as provided by the Council) and shall be addressed to the secretary of the Council for consideration by the Exemptions Committee or the Independent Appeal Board (as the case may be) appointed by the Council. .

(3) All applications for exemption or appeal shall include the following details:
(a) the period for which the exemption is required;
(b) the Agreement, clause(s) or sub clause(s) of the Agreement from which exemption is required;
(c) proof that the exemption applied for, has been discussed with the employer, the employee(s) and their respective representatives. The responses resulting from such consultation(s), either in support of or against the application, are to be included with the application.

(4) The Secretary of the Council shall provide the Exemptions Committee or the Independent Appeal Board (as the case may be) with the details of the applications for exemption.

(5) The Exemptions Committee or the Independent Appeal Board (as the case may be) shall consider and decide on all written applications no later than thirty (30) days from the date the Council received the application or appeal, and, if deemed expedient request the applicant(s) or objector(s) to attend the meeting at which the application or appeal is considered, to facilitate the deliberations..

(6) Once the Exemptions Committee or the Independent Appeal Board has decided to grant an exemption, the Council shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.

(7) When the Exemptions Committee or the Independent Appeal Board has decided against granting an exemption requested, the Council shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.

7(a) An incomplete application that the applicant failed to complete will be dismissed within 30 days from the date the Council received the application.

(8) **Exemption Criteria:** The Exemptions Committee and the Independent Appeal Board shall consider all applicants for exemption with reference to the following criteria:
(a) The written and verbal substantiation provided by the applicant;
(b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
(c) the scope of the exemption required;
(d) the infringement of basic conditions of employment rights;
(e) the fact that a competitive advantage is not created by the exemption;
(f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
(g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Tearoom, Restaurant and Catering Trades;
(h) any existing special economic or other circumstances which warrant the granting of the exemption;

(i) cognisance of the recommendations contained in the *Report of the Presidential Commission to investigate Labour Market Policy.*

(9) Non-party applications for exemption or appeals against the decision of the Exemptions Committee must be dealt with, within thirty (30) days from the date the Council received the application or appeal as the case may be.

30 ULTRA VIRES

Should any provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions shall be regarded to be the Collective Agreement and shall remain in operation for the duration of this Agreement.

31. INQUIRY BY AN ARBITRATOR

(1) An employer party to the Council may, in terms of this Collective Agreement, request the Council to appoint an arbitrator to conduct an inquiry into allegations about an employee's conduct or capacity: Provided that the employee has been advised of the allegations regarding his/her conduct or capacity.

(2) The request must be in the Council's prescribed form.

(3)) Within 3 days of receiving a request in terms of sub clause (1) and a copy of the notice advising the employee of the allegations referred to in sub-clause (1), the Council must appoint an arbitrator and must notify the parties to the inquiry of when and where the inquiry will be held.

(4) Unless the parties agree otherwise the Council must give the parties at least seven days' notice prior to the commencement date of the inquiry.

(5) An inquiry by an arbitrator for parties to the Council shall not require payment of the prescribed fee provided the inquiry takes place at the premises of the Council. Should the inquiry take place at the premises of the Employer, the Employer shall bear the costs of the Arbitrator.

(6) In any inquiry in terms of this clause a party to the dispute may appear in person or be represented only by –

(a) a co-employee;

(b) a director or employee, if the party is a juristic person;

(c) an office bearer or official of that party's registered trade union or registered employer's organisation; or

(d) a legal practitioner on agreement between the parties if permitted by the arbitrator in accordance with the rules regulating representation at an arbitration before the Council.

(7) Section 138 of the L. R. A. read with the changes required by the context, applies to any arbitration in terms of this clause.

(8) An arbitrator appointed in terms of this clause has all the powers conferred on a commissioner by section 142 (1) (a) to (e) (2) and (7) to (9) of the L. R. A. read with the changes required by the context, and any reference in that section to the director

for the purpose of this clause, must be read as a reference to:-

(a) the Secretary of the Council, if the inquiry is held under the auspices of the Council;

(b) the Director of the accredited agency, if the inquiry is held under the auspices of an accredited agency.

(9) The ruling of the arbitrator in an inquiry has the same status as an arbitration award and the provisions of section 143 to 146 of the L. R. A. apply with the changes required by the context to any ruling made by an arbitrator in terms of this clause.

(10) An arbitrator conducting any inquiry in terms of this clause must, in the light of the evidence presented and by reference to the criteria of fairness in the L. R. A. rule as to what action, if any, may be taken against the employee.

(11)The Council may only appoint an arbitrator to conduct an inquiry in terms of this clause in respect of which the employer or the employee is not a party to the Council, if the Council has been accredited for arbitration by the Commission and with the consent of the employee.

(a) An employee may only consent to an inquiry in terms of sub clause (10) after the employee has been advised of the allegation referred to in sub clause (1).

(b) The request must be in the Council's prescribed form.

(c) The Council must appoint an arbitrator on receipt of:-

(i) payment by the employer of the prescribed arbitration fee;

(ii) the employee's written consent to the inquiry;

(iii) a copy of the notice advising the employee of the allegations referred in sub clause (1).

(12) The holding of an inquiry by an arbitrator in terms of this clause and the suspension of an employee on full pay pending the outcome of such an inquiry do not constitute an occupational detriment, as contemplated in the Protected Disclosures Act, 2000 (Act No. 26 of 2000)

SIGNED AT JOHANNESBURG ON THIS 23rd DAY OF NOV 2023

CHAIRMAN DEPUTY CHAIRMAN SECRETARY

EMPLOYERS ORGANISATIONS

CATRA GEO

TRADE UNIONS



FAWU



FOSAWU



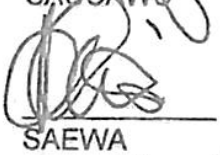
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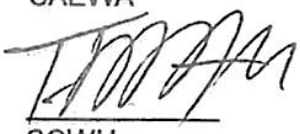
NUMSA



SACCAWU



SAEWA



SOWU

ANNEXURE "A"

The terms of this agreement shall be observed in the -

a) The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs and Westonaria.

"Sector" means the Tearoom, Restaurant, and Catering Trade in which employers and the employees associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments in (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes of premises or parts thereof -

a) used as public restaurants, fish-and-chips shops, cafes, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments takes place on or from the premises of an accommodation establishment;
b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;
c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises; and
d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any entertainment and/or function, but does not include the sale and/or provision of edibles and/or liquid refreshments to persons attending cinema performances or theatre productions on the premises of and by the establishment providing such performances or productions, and also includes the supply of liquor in any such establishments or any such premises in terms of a liquor license held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers and further includes all operations incidental to or consequent on any of the aforesaid activities.

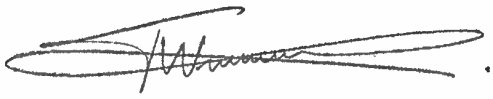
DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4752 **26 April 2024**

LABOUR RELATIONS ACT, 1995

FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Furniture Bargaining Council**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and for the period ending 30 April 2028.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 04/04/2024

UMNYANGO WEZEMISEBENZI NABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

FURNITURE BARGAINING COUNCIL: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE YASO

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

MNUMZANA TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 04/04/2024

SCHEDULE

FURNITURE BARGAINING COUNCIL

THE MAIN COLLECTIVE AMENDING AGREEMENT

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

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

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

and the

National Union of Furniture and Allied Workers of South Africa

and

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

(hereinafter referred to as the "employees" or the "trade unions"), of the other part
being parties to the Furniture Bargaining Council

hereby agree to amend and extend the Main Collective Agreement published under Government Notice No. R.1727 of 31 March 2023, Government Notice No. R.3561 of 23 June 2023, Government Notice No. R.4026 of 3 November 2023 and Government Notice No. R.4233 of 5 January 2024.

CHAPTER 1

1: SCOPE OF APPLICATION

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

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

1. **Furniture**

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

2. **Bedding**

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

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

3. **Upholstery**

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

1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-

1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees; and

1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.

2: PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall, in terms of section 31 of the Act, become binding on the above parties from date of signature until 30 April 2028.

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

3. ADDENDUM 3

1. PRESCRIBED MINIMUM HOURLY RATES OF PAY EFFECTIVE FOR 52 WEEKS FROM 1 MARCH 2024 *(for the Free State Province ONLY)*

Substitute clause 4 of Addendum 3 with the following:

"2. **Prescribed minimum hourly rates of pay effective for 52 weeks from 1 March 2024 for parties and for non parties from the date determined as gazetted by the Minister under Government Gazette 50073 under Notice R. 4331 of 2 February 2024** *(for the Free State Province ONLY)*

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks 1 MARCH 2024 for parties and for non-parties from the date determined as gazetted by the Minister under Government Gazette 50073 under Notice R. 4331 of 2 February 2024 *(for the Free State Province ONLY)*
Furniture, Bedding and Upholstery	**General worker**	05	As per the national minimum wage rate increase
	Semi-skilled employee	04	R27-58 per hour
	Skilled employee	03	R29-26 per hour
	Chargehand	02	R31-38 per hour
	Foreman/Supervisor	01	R31-38 per hour

".

2. **PRESCRIBED MINIMUM HOURLY RATES OF PAY EFFECTIVE FOR 52 WEEKS FROM THE FIRST FULL PAY WEEK IN MAY 2024** *(for the Free State Province ONLY)*

Insert new clause 4A:

"4A. **Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in May 2024 for parties and for non parties from the date determined by the Minister** *(for the Free State Province ONLY)*

Sector	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay effective for 52 weeks from the first full pay week in MAY 2024 for parties and for non parties from the date determined by the Minister *(for the Free State Province ONLY)*
Furniture, Bedding and Upholstery	**General worker**	05	As per the national minimum wage rate increase
	Semi-skilled employee	04	R27-88 per hour
	Skilled employee	03	R29-26 per hour
	Chargehand	02	R31-38 per hour
	Foreman/Supervisor	01	R31-38 per hour

".

Agreement signed at Johannesburg on this 20 February 2024.

M MAMPURU
Chairman of the Council

B GOBA
Vice-Chairman of the Council

WA JANSE VAN RENSBURG
General Secretary

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. R. 4753 **26 April 2024**

NATIONAL ENVIRONMENTAL MANAGEMENT ACT: AIR QUALITY ACT, 2004 (ACT NO. 39 OF 2004)

AMENDMENTS TO THE NOTICE DECLARING TEMPORARY ASPHALT PLANTS AS A CONTROLLED EMITTER AND ESTABLISHING EMISSION STANDARDS, PUBLISHED IN GOVERNMENT NOTICE NO. 201, GOVERNMENT *GAZETTE* NO. 37461 OF 28 MARCH 2014

I, Barbara Dallas Creecy, Minister of Forestry, Fisheries and the Environment, hereby under section 23(1) read with section 24 of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004), amend the Notice declaring temporary asphalt plants as a controlled emitter, published in Government Notice No. 201, Government *Gazette* No. 37461 of 28 March 2014, as set out in the Schedule hereto.

BARBARA DALLAS CREECY
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

SCHEDULE

Definitions

1. In this Schedule unless the context indicates otherwise —

"**the Notice**" means the Notice declaring temporary asphalt plants as controlled a emitter that result in atmospheric emissions, which through ambient concentrations, bioaccumulation, deposition or in any other way, present a threat to health or the environment, as published in Government Notice No. 201, Government *Gazette* No. 37461 of 28 March 2014.

Amendment of Part 1 of the Notice

2. Part 1 of the Notice is hereby amended by —

(a) the insertion before the definition of "**asphalt plant**" of the following definition:

"'**air quality officer'** means an air quality officer as defined in section 1 of the Act;".

(b) the substitution of the definition of "**existing asphalt plant**" for the following definition:

"'**existing temporary asphalt plant**" means any temporary asphalt plant that was built before the coming into effect of this Notice;".

(c) the substitution of the definition of "**new asphalt plant**" for the following definition:

"'**new temporary asphalt plant**" means any temporary asphalt plant that was built after the coming into effect of this Notice;".

(d) the substitution for the definition of "**operator or owner**" for the following definition:

"'**operator or owner'** means a person that owns, manages, or controls a temporary asphalt plant;".

(e) the substitution for the definition of "**temporary asphalt plant**" for the following definition:

"'**temporary asphalt plant**" means an asphalt plant that is used for the sole purpose of supplying asphalt for a specific surfacing project, for a period not exceeding 24 months"; and

(f) the insertion after the definition of "**temporary asphalt plant"** of the following new definitions:

"'**the Act'** means the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004); and

"**the National Atmospheric Emission Reporting Regulations, 2015**" means the National Atmospheric Emission Reporting Regulations, published in Government Notice No. 283, Government *Gazette* No. 38633 of 2 April 2015."

Amendment of paragraph 2 of the Notice

3. Paragraph 2 of the Notice is hereby amended by the substitution of paragraph 2 for the following paragraph:

"**2.** *(a)* An air quality officer is responsible for co-ordinating matters pertaining to this Notice.

(b) If a temporary asphalt plant is used for the sole purpose of supplying asphalt for a road—

(i) the district air quality officer is responsible for co-ordinating matters pertaining to this Notice, where a road or roads surfacing fall within the boundaries of more than one local municipality;

(ii) the provincial air quality officer is responsible for co-ordinating matters pertaining to this Notice, where a road or roads surfacing fall within the boundaries of more than one District; and

(iii) the national air quality officer is responsible for co-ordinating matters pertaining to this Notice, where a road or roads surfacing fall within the boundaries of more than one Province".

Insertion of paragraph 10A in the Notice

4. The Notice is hereby amended by the insertion after paragraph 10 of the following paragraph:

"**Reporting under the National Atmospheric Emission Inventory System**

10A. An operator of a temporary asphalt plant must comply with all the requirements stipulated in the National Atmospheric Emission Reporting Regulations, 2015."

PUBLIC NOTICE

NATIONAL ENVIRONMENTAL MANAGEMENT: AIR QUALITY ACT, 2004 (ACT NO. 39 OF 2004)

AMENDMENTS TO THE NOTICE DECLARING TEMPORARY ASPHALT PLANTS AS A CONTROLLED EMITTER AND ESTABLISHING EMISSION STANDARDS, PUBLISHED IN GOVERNMENT NOTICE NO. 201, GOVERNMENT *GAZETTE* NO. 37461 OF 28 MARCH 2014

The Minister of Forestry, Fisheries and the Environment, hereby gives notice of her amendment of the Notice declaring temporary asphalt plants as a controlled emitter that result in atmospheric emissions which through ambient concentrations, bioaccumulation, deposition or in any other way, present a threat to health or the environment, as published in Government Notice No. 201, Government *Gazette* No. 37461 of 28 March 2014.

A copy of the Notice with the published amendments for implementation can be accessed on the following website: https://www.dffe.gov.za/legislation/gazetted_notices or www.gpwonline.gov.za, as well as on the South African Air Quality Information System website: https://saaqis.environment.gov.za.

For communications and media enquires kindly contact:

Mr. Peter Mbelengwa at Tel: (012) 399 8842 email: PMbelengwa@dffe.gov.za

ISSUED BY THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

DEPARTMENT OF MINERAL RESOURCES AND ENERGY

NO. R. 4754 **26 April 2024**

NUCLEAR ENERGY ACT, 1999 (ACT NO. 46 OF 1999)

AMENDMENT OF NOTICE DECLARING CERTAIN SUBSTANCES, MATERIALS AND EQUIPMENT AS RESTRICTED MATERIAL, SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL AND NUCLEAR RELATED EQUIPMENT AND MATERIAL

I, Mr Samson Gwede Mantashe, the Minister of Mineral Resources and Energy, in terms of section 2(a) and (f) of the Nuclear Energy Act, 1999 (Act No. 46 of 1999), hereby publish for public comment, draft amendments to Government Notice No. 207 of 27 February 2009 declaring certain substances, materials and equipment as restricted material, source material, special nuclear material and nuclear related equipment and material, as set out in the Schedule.

Interested persons are invited to submit, within 30 days of the date of publication of this Notice, any written comments or representations on the proposed amendments to the Director General of the Department of Mineral Resources and Energy, for the attention of the Deputy Director-General: Nuclear Energy and Regulation Management by:

(a) Post to: Department of Mineral Resources and Energy, Private Bag X 59, Pretoria, 0001;

(b) Hand to: Trevenna Campus, 71 Meintjies street, Cnr Meintjies and Francis Baard Streets, Pretoria,0001; or

(c) Email to: nnplegislation@dmre.gov.za.

Kindly provide the name, address, telephone number, fax number and email address of the person or organisation submitting the comments. Comments received after the closing date may not be considered.

MR S G MANTASHE, MP
MINISTER OF MINERAL RESOURCES AND ENERGY

SCHEDULE

GENERAL EXPLANATORY NOTE

[ ] Words in bold type in square brackets indicate omissions from existing enactments.
_____ Words underlined with a solid line indicate insertions in existing enactments.

Definitions

1. In this Schedule, "the Notice" means Government Notice No. 207 published by Government Gazette No. 31954 of 27 February 2009, as amended by Government Notice No. R. 3291 of 14 April 2023, declaring certain substances, materials and equipment as restricted material, source material, special nuclear material and nuclear related equipment and material.

Repeal of Schedule 1 of the Notice

2. Schedule 1 of the Notice is hereby repealed.

Substitution of Schedule 2 of the Notice

3. The following schedule is hereby substituted for Schedule 2 of the Notice:

"Source material is any substance, excluding ore or ore residue, containing the following **[unless the Minister gives an exemption for insignificant quantities (as determined by the Minister and on specific applications)]**:

(a) uranium, expressed as a conversion to uranium oxide (U_3O_8);

(b) thorium **[, expressed as a conversion to thorium oxide ([ThO_2)]**;

(c) uranium by products of enrichment processes, e.g enriched in isotope U-238 or depleted in the isotope U-235;

(d) uranium containing the mixture of isotopes occurring in nature.

SOUTH AFRICAN REVENUE SERVICE

NO. R. 4755 **26 April 2024**

CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/2/399)

In terms of section 75 of the Customs and Excise Act, 1964, Part 2 of Schedule No. 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the insertion of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
460.15	8482.99.17	01.08	88	Outer rings of journal roller bearings, finished, of an outside diameter of 195 mm or more but not exceeding 196 mm, or of 207 mm or more but not exceeding 209 mm, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission, may allow by specific permit	Full duty

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 4755 **26 April 2024**

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 4 (NO. 4/2/399)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 2 van Bylae No. 4 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die invoeging van die volgende:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
460.15	8482.99.17	01.08	88	Buiteringe van astaprollaers, voltooi met 'n buitedeursnee van minstens 195 mm maar hoogstens 196 mm, of minstens 207 mm maar hoogstens 209 mm, in die hoeveelhede, op die tye en onderhewig aan sodanige voorwaardes wat die Internasionale Handelsadministrasiekommissie by bepaalde permit mag toelaat	Volle reg

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