Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11785** *Regulasiekoerant*

Vol. 715 **17 January Januarie 2025** **No. 51917**

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* 2025

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

- **24 December,** Wednesday for the issue of Friday **03 January 2025**
- **03 January,** Friday for the issue of Friday **10 January 2025**
- **10 January,** Friday for the issue of Friday **17 January 2025**
- **17 January,** Friday for the issue of Friday **24 January 2025**
- **24 January,** Friday for the issue of Friday **31 January 2025**
- **31 January,** Friday for the issue of Friday **07 February 2025**
- **07 February,** Friday for the issue of Friday **14 February 2025**
- **14 February,** Friday for the issue of Friday **21 February 2025**
- **21 February,** Friday for the issue of Friday **28 February 2025**
- **28 February,** Friday for the issue of Friday **07 March 2025**
- **07 March,** Friday for the issue of Friday **14 March 2025**
- **13 March,** Thursday for the issue of Thursday **20 March 2025**
- **20 March,** Thursday for the issue of Friday **28 March 2025**
- **28 March,** Friday for the issue of Friday **04 April 2025**
- **04 April,** Friday for the issue of Friday **11 April 2025**
- **10 April,** Thursday for the issue of Thursday **17 April 2025**
- **16 April,** Wednesday for the issue of Friday **25 April 2025**
- **23 April,** Wednesday for the issue of Friday **02 May 2025**
- **02 May,** Friday for the issue of Friday **09 May 2025**
- **09 May,** Friday for the issue of Friday **16 May 2025**
- **16 May,** Friday for the issue of Friday **23 May 2025**
- **23 May,** Friday for the issue of Friday **30 May 2025**
- **30 May,** Friday for the issue of Friday **06 June 2025**
- **06 June,** Friday for the issue of Friday **13 June 2025**
- **12 June,** Thursday for the issue of Friday **20 June 2025**
- **20 June,** Friday for the issue of Friday **27 June 2025**
- **27 June,** Friday for the issue of Friday **04 July 2025**
- **04 July,** Friday for the issue of Friday **11 July 2025**
- **11 July,** Friday for the issue of Friday **18 July 2025**
- **18 July,** Friday for the issue of Friday **25 July 2025**
- **25 July,** Friday for the issue of Friday **01 August 2025**
- **01 August,** Friday for the issue of Friday **08 August 2025**
- **08 August,** Friday for the issue of Friday **15 August 2025**
- **15 August,** Friday for the issue of Friday **22 August 2025**
- **22 August,** Friday for the issue of Friday **29 August 2025**
- **29 August,** Friday for the issue of Friday **05 September 2025**
- **05 September,** Friday for the issue of Friday **12 September 2025**
- **12 September,** Friday for the issue of Friday **19 September 2025**
- **18 September,** Thursday for the issue of Friday **26 September 2025**
- **26 September,** Friday for the issue of Friday **03 October 2025**
- **03 October,** Friday for the issue of Friday **10 October 2025**
- **10 October,** Friday for the issue of Friday **17 October 2025**
- **17 October,** Friday for the issue of Friday **24 October 2025**
- **24 October,** Friday for the issue of Friday **31 October 2025**
- **31 October,** Friday for the issue of Friday **07 November 2025**
- **07 November,** Friday for the issue of Friday **14 November 2025**
- **14 November,** Friday for the issue of Friday **21 November 2025**
- **21 November,** Friday for the issue of Friday **28 November 2025**
- **28 November,** Friday for the issue of Friday **5 December 2025**
- **05 December,** Friday for the issue of Friday **12 December 2025**
- **11 December,** Thursday for the issue of Friday **19 December 2025**
- **17 December,** Wednesday for the issue of Wednesday **24 December 2025**

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

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5759 **17 January 2025**

LABOUR RELATIONS ACT, 1995

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO: EXTENSION TO NON-PARTIES OF THE AMENDING ADMINISTRATIVE COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, 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 **Motor Industry Bargaining Council – MIBCO,** 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 August 2025.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 18 November 2024

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R. ..... **USUKU: .....**

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI

BEMBONI YEZIMOTO:

UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SOKUPHATHA ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe WezemiSebenzi, Nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini YeziMoto,** futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2025.

MS N METH, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 18 November 2024

SCHEDULE

THE MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO

ADMINISTRATIVE COLLECTIVE AGREEMENT

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

Fuel Retailers Association - FRA

and

Retail Motor Industry Organisation - RMI

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

National Union of Metalworkers of South Africa - NUMSA

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

being the parties to the Motor Industry Bargaining Council - MIBCO.

PL S 1

K

To amend the Administrative Collective Agreement published under Government Gazette 48340, Notice No. R.3225 of 31 March 2023.

CLAUSE 1 - SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;

(a) in the Republic of South Africa,

(i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and

(ii) by non-parties, to the extent that the Minister has granted an extension of this agreement to non- parties in terms of Section 32 of the LRA;

(b) excluding those in terms Section 2 of the LRA:

(i) the National Defence Force;

(ii) the National Intelligence Agency; and

(iii) the South African Secret Service.

(2) Notwithstanding the provisions of sub-clause (1), the provisions of this Agreement shall apply to -

(a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Skills Development Act, 1998, and learners in terms of Chapter IV of the Skills Development Act. No. 97 of 1998 as amended; and

(b) trainees undergoing training under the Skills Development Act 97 of 1998 as amended only in so far as they are not inconsistent with the provisions of any conditions fixed under that Act.

CLAUSE 2 - PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of Section 32 of the Act, and shall remain in operation for the period ending 31 August 2025.

PL 2

CLAUSE 3 - DEFINITIONS

"Areas" means –

"Magisterial District" means a district created in terms of Section 2 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944); and

"Municipal Area" means a municipal area determined in terms of the Local Government Municipal Demarcation Act, 1998 (Act No. 27 of 1998):

(1) **"Area Eastern Cape (EC)"** means the –

(a) **Magisterial Districts** of Aberdeen, Adelaide, Albany, Albert, Alexandria, Alice, Aliwal North, Barkly East, Bathurst, Bedford, Bhisho, Calitsdorp, Cathcart, Centane, Cofimvaba, Colesberg, Cradock, Elliot, Engcobo, Fort Beaufort, Fort Hare; Gatyana; Gcuwa / Butterworth; George, Graaff-Reinet, Hankey, Hanover, Hewu/ Sada; Hofmeyr, Humansdorp, Idutywa; Indwe, Jansenville, Joubertina, Kalanga Cala, Kariega, Kirkwood, Knysna, Komani, Komga, Kwa bhaca / Mount Frere, Lady Grey, Libode, Lusikisiki, Maclear, Middelburg (C.P.), Mdantsane, Middledrift / Keiskamma Hoek, Makhanda, Molteno, Mosselbay, Mount Fletcher, Mpofu / Seymore, Mquanduli, Murraysburg, Ngqeleni, Noupoort, Nqamakwe, Oudtshoorn, Pearston, Peddie, Port Elizabeth, Qonce, Qumbu, Siphaqenu / Flagstaff, Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stockenström, Stutterheim, Tabankulu, Tarkastad; Tsolo, Tsomo, Umtata, Umzimvubo/ Port St Johns, Uniondale, Venterstad, Willowmore, Whittlesea, Wodehouse Xhora, Zwelitsha and Zwentsha; or

(b) **Municipal areas** of Despatch, Gqeberha and Kariega.

(2) **"Areas Free State & Northern Cape (FS & NC)"** means –

(a) **Magisterial Districts** of Barkly West, Bloemfontein, Bloemhof, Britstown, Christiana, De Aar, Ganyesa, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Ntshu, Phillipstown, Postmasburg, Prieska, Schweizer Reneke, Taung, Thaba, Upington, Vryburg and Warrenton, Witsieshoek/Phuthaditjhaba; or

(b) **Municipal areas** of Kimberley and Welkom.

(3) **"Area KwaZulu-Natal (KZN)"** means means –

(a) **Magisterial Districts** of Amajuba District; eThekwini Metropolitan; Harry Gwala District; iLembe District; King Cetshwayo District; Ugu District; uMgungundlovu District; uMkhanyakude District; uMzinyathi District; uThukela District; Zululand

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District, and

(b) **Municipal areas** of AbaQulusi, Alfred Duma, Big 5 Hlabisa, City of uMhlathuze, Dannhauser, Dr Nkosazana Dlamini Zuma, eDumbe, eMadlangeni, Endumeni, eThekwini, Greater Kokstad, Impendle, Inkosi Langalibalele, Jozini, KwaDukuza, Mandeni, Maphumulo, Mkhambathini, Mpofana, Msunduzi, Mthonjaneni, Mtubatuba, Ndwedwe Local, Newcastle, Nkandla, Nongoma, Nquthu, Okhahlamba, Ray Nkonyeni, Richmond, Ubuhlebezwe, Ulundi, Umdoni, uMfolozi, uMhlabuyalingana, uMlalazi, uMshwathi, uMngeni, uMsinga, Umuziwabantu, Umvoti, Umzimkhulu, Umzumbe, uPhongolo.

(4) **"Area Highveld (HVL)"** means –

(a) **Magisterial Districts** of Amersfoort, Amsterdam, Balfour, Bethal, Breyten, Coligny, Davel, Delareyville, Delmas, Ditsobotla, Ermelo, Fochville, Heidelberg, Lichtenburg, Nigel, Orkney, Ottosdal, Piet Retief, Standerton, Stilfontein, Volksrust, Wolmaransstad, Wakkerstroom, and the municipal areas of Amalia, Armadene, Bank, Biesiesvlei, Bosfontein, Claudina, Chrissiesmeer, Dasville, De Deur, Devon, Ebner-on-Vaal, Eendracht, Eikenhof, Eloff, Evander, Evaton, Glenharvie, Gollel, Grasmere, Greylingstad, Grootvlei, Hartebeesfontein, Hekpoort, Holmdene, Kinross, Klipdrift, Kliprivier, Klipvalley, Leeudoringstad, Leslie, Lothair, Magaliesberg, Makokskraal, Makwassi, Migdol, Molopo/Mahikeng, Moolman, Moosrivier, Morgenzon, Muldersdrift, Oberholzer, Paardekraal, Perdekop, Plat Rand, Randfontein, Redan, Residensia, Rykaartspos, Sannieshof, Setla-kgobi, Sundra, Sebokeng, Trichardt, Val, Van Wyksrust, Venterspost, Vermaas, Walkerville, Welbekend, Welverdiend, Westonaria, Zuurbekom; or

(b) **Municipal areas** of, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel, Potchefstroom, Randburg, Roodepoort-Maraisburg, Sandton, Sasolburg, Springs, Vanderbijlpark and Vereeniging.

(5) **"Area Northern Region (NR)"** means –

(a) **Magisterial Districts** of Akasia, Barberton, Belfast, Bochum, Bolobedu, Brits, Bronkhorstspruit, Carolina, Centurion, Cullinan, Dzanani, Eerstehoek/Badplaas, Ellisras, Ga-Rankuwa, Giyani, Groblersdal, Hlanganani, Koster, KwaMhlanga, Letaba (includes Tzaneen), Lulekani,Madikwe, Lydenburg, Malamulela,

PL 4

Mankweng, Mapulaneng, Marico (includes Zeerust), Mdibana, Mdutjana, Messina, Mhala, Middelburg (Mpumalanga), Mkobola, Mokerong, Moretele, Moutse, Mutali, Namakgale, Naphuno, Nebo, Nelspruit, Nkomazi, Nsikazi, Phalaborwa, Pilgrims Rest (includes Graskop and Sabie), Piet Retief, Polokwane, Pretoria, Ritai, Rustenburg, Segosese, Sekhukhuneland, Seshego, Sibasa, Soshanguve, Soutpansberg (includes Louis Trichardt), Swartruggens, Temba, Thabamoopo, Thabazimbi, Thoyandou, Vuwani, Warmbaths, Waterval Boven, Witbank, White River and Waterberg (includes Nylstroom).

(6) **"Area Western Cape (WP)"** means –

(a) **Magisterial Districts** of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Alfred, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape and Wynberg, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston and Worcester; or

(b) **Municipal areas** of Paarl, Somerset West, Stellenbosch and Strand.

PL S 5

AMENDMENTS

1. **In sub-clause 1(4), substitute the wording of the provision –**

From –

'Notwithstanding the provisions of sub-clause (3) of this clause, the provisions of clause 13 of this Agreement shall apply to employees who are members of the National Union of Metalworkers of South Africa (or MISA; provided the Agreement is extended to bind non-parties of this Agreement in terms of Section 32 of the Act), regardless of their earnings'.

To –

'Notwithstanding the provisions of sub-clause (3) of this clause, the provisions of clause 13 of this Agreement shall apply to all employees; provided the Agreement is extended to bind non-parties of this Agreement in terms of Section 32 of the Act), regardless of their earnings'.

2. **In sub-clause 1(3)(a), insert an addition clause reference, namely, Clause 13 –**

From:

SCHEDULE
ADMINISTRATIVE AGREEMENT

Clause 7	-	Deductions from Earnings
Clause15	-	Employees' Representatives on the Council
Clause 16	-	Prohibition of Cession of Benefits

To:

SCHEDULE
ADMINISTRATIVE AGREEMENT

Clause 7	-	Deductions from Earnings
Clause 13	-	Returns to the Council
Clause 15	-	Employees' Representatives on the Council
Clause 16	-	Prohibition of Cession of Benefits

PL

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SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 15th DAY OF JULY 2024.



..... L. BOUCHIER
PRESIDENT OF THE COUNCIL



..... M. KEYTER
VICE- PRESIDENT OF THE COUNCIL



..... P. MASEMOLA
ACTING GENERAL SECRETARY

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 5760 **17 January 2025**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE MOTOR INDUSTRY - MIBCO: EXTENSION TO NON-PARTIES OF THE AMENDING MAIN COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, 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 **Motor Industry Bargaining Council - MIBCO** 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 August 2025.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 7 January 2025

SCHEDULE

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

MAIN COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act 66 of 1995 as amended, made and entered into by and between the

Fuel Retailers Association - FRA

and the

Retail Motor Industry Organisation - RMI

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

National Union of Metalworkers of South Africa - NUMSA

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being parties to the Motor Industry Bargaining Council - MIBCO

PL 1

To amend the Main Collective Agreement published under Government Gazette 48340, Notice No. R.3226 of 31 March 2023.

CLAUSE 1 - SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;

(a) in the Republic of South Africa,

(i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and

(ii) by non-parties, to the extent that the Minister has granted an extension of this agreement to non- parties in terms of Section 32 of the LRA;

(b) excluding those in terms Section 2 of the LRA:

(i) the National Defence Force;

(ii) the National Intelligence Agency; and

(iii) the South African Secret Service.

(2) Notwithstanding the provisions of sub-clause (1), the provisions of this Agreement shall apply to -

(a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Skills Development Act, 1998, and learners in terms of Chapter IV of the Skills Development Act. No. 97 of 1998 as amended; and

(b) trainees undergoing training under the Skills Development Act 97 of 1998 as amended only in so far as they are not inconsistent with the provisions of any conditions fixed under that Act.

PL 2

PREAMBLE

1. **PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of section 32 of the Act, and shall remain in force until 31 August 2025.

CLAUSE 2: DEFINITIONS

"Areas" means –

"Magisterial District" means a district created in terms of Section 2 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944); and

"Municipal Area" means a municipal area determined in terms of the Local Government Municipal Demarcation Act, 1998 (Act No. 27 of 1998):

(1) **"Area Eastern Cape (EC)"** means the –

(a) **Magisterial Districts** of Aberdeen, Adelaide, Albany, Albert, Alexandria, Alice, Aliwal North, Barkly East, Bathurst, Bedford, Bhisho, Calitsdorp, Cathcart, Centane, Cofimvaba, Colesberg, Cradock, Elliot, Engcobo, Fort Beaufort, Fort Hare; Gatyana; Gcuwa / Butterworth; George, Graaff-Reinet, Hankey, Hanover, Hewu/ Sada; Hofmeyr, Humansdorp, Idutywa; Indwe, Jansenville, Joubertina, Kalanga Cala, Kariega, Kirkwood, Knysna, Komani, Komga, Kwa bhaca / Mount Frere, Lady Grey, Libode, Lusikisiki, Maclear, Middelburg (C.P.), Mdantsane, Middledrift / Keiskamma Hoek, Makhanda, Molteno, Mosselbay, Mount Fletcher, Mpofu / Seymore, Mquanduli, Murraysburg, Ngqeleni, Noupoort, Nqamakwe, Oudtshoorn, Pearston, Peddie, Port Elizabeth, Qonce, Qumbu, Siphaqenu / Flagstaff, Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stockenström, Stutterheim, Tabankulu, Tarkastad; Tsolo, Tsomo, Umtata, Umzimvubo/ Port St Johns, Uniondale, Venterstad, Willowmore, Whittlesea, Wodehouse Xhora, Zwelitsha and Zwentsha; or

(b) **Municipal areas** of Despatch, Gqeberha and Kariega.

(2) **"Areas Free State & Northern Cape (FS & NC)"** means –

(a) **Magisterial Districts** of Barkly West, Bloemfontein, Bloemhof, Britstown, Christiana, De Aar, Ganyesa, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Ntshu, Phillipstown, Postmasburg, Prieska, Schweizer Reneke, Taung, Thaba, Upington, Vryburg and Warrenton, Witsieshoek/Phuthaditjhaba; or

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(b) **Municipal areas** of Kimberley and Welkom.

(3) **"Area KwaZulu-Natal (KZN)"** means means –

(a) **Magisterial Districts** of Amajuba District; eThekwini Metropolitan; Harry Gwala District; iLembe District; King Cetshwayo District; Ugu District; uMgungundlovu District; uMkhanyakude District; uMzinyathi District; uThukela District; Zululand District, and

(b) **Municipal areas** of AbaQulusi, Alfred Duma, Big 5 Hlabisa, City of uMhlathuze, Dannhauser, Dr Nkosazana Dlamini Zuma, eDumbe, eMadlangeni, Endumeni, eThekwini, Greater Kokstad, Impendle, Inkosi Langalibalele, Jozini, KwaDukuza, Mandeni, Maphumulo, Mkhambathini, Mpofana, Msunduzi, Mthonjaneni, Mtubatuba, Ndwedwe Local, Newcastle, Nkandla, Nongoma, Nquthu, Okhahlamba, Ray Nkonyeni, Richmond, Ubuhlebezwe, Ulundi, Umdoni, uMfolozi, uMhlabuyalingana, uMlalazi, uMshwathi, uMngeni, uMsinga, Umuziwabantu, Umvoti, Umzimkhulu, Umzumbe, uPhongolo.

(4) **"Area Highveld (HVL)"** means –

(a) **Magisterial Districts** of Amersfoort, Amsterdam, Balfour, Bethal, Breyten, Coligny, Davel, Delareyville, Delmas, Ditsobotla, Ermelo, Fochville, Heidelberg, Lichtenburg, Nigel, Orkney, Ottosdal, Piet Retief, Standerton, Stilfontein, Volksrust, Wolmaransstad, Wakkerstroom, and the municipal areas of Amalia, Armadene, Bank, Biesiesvlei, Bosfontein, Claudina, Chrissiesmeer, Dasville, De Deur, Devon, Ebner-on-Vaal, Eendracht, Elkenhof, Eloff, Evander, Evaton, Glenharvie, Golfel, Grasmere, Greylingstad, Grootvlei, Hartebeesfontein, Hekpoort, Holmdene, Kinross, Klipdrift, Kliprivier, Klipvalley, Leeudoringstad, Leslie, Lothair, Magaliesberg, Makokskraal, Makwassi, Migdol, Molopo/Mahikeng, Moolman, Moosrivier, Morgenzon, Muldersdrift, Oberholzer, Paardekraal, Perdekop, Plat Rand, Randfontein, Redan, Residensia, Rykaartspos, Sannieshof, Setla-kgobi, Sundra, Sebokeng, Trichardt, Val, Van Wyksrust, Venterspost, Vermaas, Walkerville, Welbekend, Welverdiend, Westonaria, Zuurbekom; or

(b) **Municipal areas** of, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel, Potchefstroom, Randburg, Roodepoort-Maraisburg, Sandton, Sasolburg, Springs, Vanderbijlpark and Vereeniging.

PL 4

(5) "**Area Northern Region (NR)**" means –

(a) **Magisterial Districts** of Akasia, Barberton, Belfast, Bochum, Bolobedu, Brits, Bronkhorstspruit, Carolina, Centurion, Cullinan, Dzanani, Eerstehoek/Badplaas, Ellisras, Ga-Rankuwa, Giyani, Groblersdal, Hlanganani, Koster, KwaMhlanga, Letaba (includes Tzaneen), Lulekani,Madikwe, Lydenburg, Malamulela, Mankweng, Mapulaneng, Marico (includes Zeerust), Mdibana, Mdutjana, Messina, Mhala, Middelburg (Mpumalanga), Mkobola, Mokerong, Moretele, Moutse, Mutali, Namakgale, Naphuno, Nebo, Nelspruit, Nkomazi, Nsikazi, Phalaborwa, Pilgrims Rest (includes Graskop and Sabie), Piet Retief, Polokwane, Pretoria, Ritai, Rustenburg, Segosese, Sekhukhuneland, Seshego, Sibasa, Soshanguve, Soutpansberg (includes Louis Trichardt), Swartruggens, Temba, Thabamoopo, Thabazimbi, Thoyandou, Vuwani, Warmbaths, Waterval Boven, Witbank, White River and Waterberg (includes Nylstroom).

(6) "**Area Western Cape (WP)**" means –

(a) **Magisterial Districts** of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Alfred, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape and Wynberg, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston and Worcester; or

(b) **Municipal areas** of Paarl, Somerset West, Stellenbosch and Strand.

PL 5

AMENDMENTS

Four (4) amendments required:

1. **In Division A , sub-clause 1(3)(a), insert an additional clause reference, namely, Clause 13 –**

From:

SCHEDULE		
ADMINISTRATIVE AGREEMENT		
Clause 7	-	Deductions from Earnings
Clause15	-	Employees' Representatives on the Council
Clause 16	-	Prohibition of Cession of Benefits

To:

SCHEDULE		
ADMINISTRATIVE AGREEMENT		
Clause 7	-	Deductions from Earnings
Clause 13	-	Returns to the Council
Clause 15	-	Employees' Representatives on the Council
Clause 16	-	Prohibition of Cession of Benefits

2. **In Division A, sub-clause 1(4), substitute the wording of the provision –**

From –

'Notwithstanding the provisions of sub-clause (3) of this clause, the provisions of clause 13 of the Administrative Agreement shall apply to employees who are members of the National Union of Metalworkers of South Africa or MISA, regardless of their earnings'.

To –

'Notwithstanding the provisions of sub-clause (3) of this clause, the provisions of clause 13 of the Administrative Agreement shall apply to employees, regardless of their earnings'.

PL 6

3. In Division B , sub-clause 1(2)(a), insert an additional clause reference, namely, Clause 13 –

From:

SCHEDULE		
ADMINISTRATIVE AGREEMENT		
Clause 7	-	Deductions from Earnings
Clause15	-	Employees' Representatives on the Council
Clause 16	-	Prohibition of Cession of Benefits

To:

SCHEDULE		
ADMINISTRATIVE AGREEMENT		
Clause 7	-	Deductions from Earnings
Clause 13	-	Returns to the Council
Clause 15	-	Employees' Representatives on the Council
Clause 16	-	Prohibition of Cession of Benefits

4. In Division B, sub-clause 3, substitute the wording of the provision –

From –

'Notwithstanding the provisions of sub-clause (2) of this Clause, the provisions of clause 13 of the Administrative Agreement shall apply to employees who are members of the MISA or the National Union of Metalworkers of South Africa, regardless of their earnings'.

To –

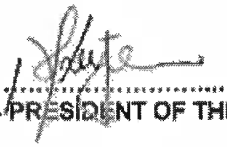
'Notwithstanding the provisions of sub-clause (2) of this Clause, the provisions of clause 13 of the Administrative Agreement shall apply to employees, regardless of their earnings.

PL 8 7

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 15th DAY OF JULY 2024.



..... L. BOUCHIER
PRESIDENT OF THE COUNCIL



..... M. KEYTER
VICE-PRESIDENT OF THE COUNCIL



..... P. MASEMOLA
ACTING GENERAL SECRETARY

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