Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette	*No. 11957*	*Regulasiekoerant*
Vol. 729	20 March Maart 2026	No. 54355

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

ISSN 1682-5845

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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* 2026

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

- **23 December,** Tuesday for the issue of Friday **02 January 2026**
- **02 January,** Friday for the issue of Friday **09 January 2026**
- **09 January,** Friday for the issue of Friday **16 January 2026**
- **16 January,** Friday for the issue of Friday **23 January 2026**
- **23 January,** Friday for the issue of Friday **30 January 2026**
- **30 January,** Friday for the issue of Friday **06 February 2026**
- **06 February,** Friday for the issue of Friday **13 February 2026**
- **13 February,** Friday for the issue of Friday **20 February 2026**
- **20 February,** Friday for the issue of Friday **27 February 2026**
- **27 February,** Friday for the issue of Friday **06 March 2026**
- **06 March,** Friday for the issue of Friday **13 March 2026**
- **13 March,** Friday for the issue of Thursday **20 March 2026**
- **20 March,** Friday for the issue of Friday **27 March 2026**
- **26 March,** Thursday for the issue of Thursday **02 April 2026**
- **01 April,** Wednesday for the issue of Friday **10 April 2026**
- **10 April,** Friday for the issue of Friday **17 April 2026**
- **17 April,** Friday for the issue of Friday **24 April 2026**
- **22 April,** Wednesday for the issue of Thursday **30 April 2026**
- **30 April,** Thursday for the issue of Friday **08 May 2026**
- **08 May,** Friday for the issue of Friday **15 May 2026**
- **15 May,** Friday for the issue of Friday **22 May 2026**
- **22 May,** Friday for the issue of Friday **29 May 2026**
- **29 May,** Friday for the issue of Friday **05 June 2026**
- **05 June,** Friday for the issue of Friday **12 June 2026**
- **11 June,** Thursday for the issue of Friday **19 June 2026**
- **19 June,** Friday for the issue of Friday **26 June 2026**
- **26 June,** Friday for the issue of Friday **03 July 2026**
- **03 July,** Friday for the issue of Friday **10 July 2026**
- **10 July,** Friday for the issue of Friday **17 July 2026**
- **17 July,** Friday for the issue of Friday **24 July 2026**
- **24 July,** Friday for the issue of Friday **31 July 2026**
- **31 July,** Friday for the issue of Friday **07 August 2026**
- **06 August,** Thursday for the issue of Friday **14 August 2026**
- **14 August,** Friday for the issue of Friday **21 August 2026**
- **21 August,** Friday for the issue of Friday **28 August 2026**
- **28 August,** Friday for the issue of Friday **04 September 2026**
- **04 September,** Friday for the issue of Friday **11 September 206**
- **11 September,** Friday for the issue of Friday **18 September 2026**
- **17 September,** Thursday for the issue of Friday **25 September 2026**
- **25 September,** Friday for the issue of Friday **02 October 2026**
- **02 October,** Friday for the issue of Friday **09 October 2026**
- **09 October,** Friday for the issue of Friday **16 October 2026**
- **16 October,** Friday for the issue of Friday **23 October 2026**
- **23 October,** Friday for the issue of Friday **30 October 2026**
- **30 October,** Friday for the issue of Friday **06 November 2026**
- **06 November,** Friday for the issue of Friday **13 November 2026**
- **13 November,** Friday for the issue of Friday **20 November 2026**
- **20 November,** Friday for the issue of Friday **27 November 2026**
- **27 November,** Friday for the issue of Friday **04 December 2026**
- **04 December,** Friday for the issue of Friday **11 December 2026**
- **10 December,** Thursday for the issue of Friday **18 December 2026**
- **17 December,** Thursday for the issue of Thursday **24 December 2026**
- **23 December,** Wednesday for the issue of Thursday **31 December 2026**

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 AGRICULTURE

NO. R. 7246 **20 March 2026**

NAMC
Promoting market access for South African agriculture

Hillcrest Office Park, 177 Dyer Road, Barbet Place, Ground Floor, Hillcrest, Pretoria, 0083
Private Bag X935, Pretoria, 0001
Tel: 012 341 1115 | **Email:** info@namc.co.za
www.namc.co.za

10 March 2026

THE NATIONAL AGRICULTURAL MARKETING COUNCIL

REQUEST FOR COMMENTS/INPUTS FROM DIRECTLY AFFECTED GROUPS IN THE DAIRY INDUSTRY

REQUEST FOR THE ESTABLISHMENT OF STATUTORY MEASURES RELATING TO LEVIES, REGISTRATIONS AND RECORDS & RETURNS IN THE DAIRY INDUSTRY IN TERMS OF THE MARKETING OF AGRICULTURAL PRODUCTS ACT (ACT No. 47 OF 1996, as amended)

It is hereby made known that, in terms of section 11 of the Marketing of Agricultural Products Act, 1996 (Act No.47 of 1996) (MAP Act), the Minister of Agriculture has received a request from the dairy industry for the establishment of statutory measures relating to levies, registration, the keeping of records and the rendering of returns.

This is a joint application between the South African Milk Processors' Organisation (SAMPRO) and the Milk Producers' Organisation (MPO). SAMPRO is a directly affected group and representative organisation of the secondary dairy industry while MPO is a directly affected group and representative organization of the primary dairy industry. The current statutory measures (levies, registrations and records & returns) in the dairy industry will expire on 30 June 2026. SAMPRO and MPO requested ministerial approval for the establishment of these statutory measures for a new period of four and a half years, from 1 July 2026 until 31 December 2030.

SAMPRO and MPO proposed that the current statutory levies will increase by 4.0 percent per annum as a result of inflation, since the current levies were first implemented in 2021. According to SAMPRO and MPO, the income generated by these statutory levies is not sufficient to satisfactorily pursue the objectives of the regulations in the period for which the extension of the validity of the regulations is requested.

Interim Accounting Authority: Dr. Simphiwe Ngqangweni

The proposed new levies will be as follows:

Customs Tariff Classification	Product Description	Levy (Vat exclusive)				
		1 Jul – 31 Dec 2026 (c/kg)	2027 c/kg	2028 c/kg	2029 c/kg	2030 c/kg
04.01	Milk and cream, not concentrated nor containing added sugar or other sweetening matter.	2.00	2.08	2.16	2.25	2.34
04.02	Milk and cream, concentrated or containing added sugar or other sweetening matter.	19.17	19.94	20.73	21.56	22.43
04.03	Buttermilk, curdled milk and cream, yogurt, kephir, and other fermented or acidified milk and cream, whether or not concentrated or containing added sugar or other sweetening matter or flavoured or containing added fruits, nuts or cocoa.	7.22	7.51	7.81	8.12	8.45
04.04	Whey, whether or not concentrated or containing added sugar or other sweetening matter; Products consisting of natural milk constituents, whether or not containing added sugar or other sweetening matter, not elsewhere specified or included.	5.82	6.05	6.29	6.55	6.81
04.05	Butter and other fats and oils derived from milk, dairy spreads.	20.57	21.39	22.25	23.14	24.06
04.06	Cheese and Curd.	28.71	29.86	31.05	32.29	33.59

The MAP Act stipulates that a statutory levy may not exceed 5% of the price realised for a specific agricultural product at the first point of sale. The maximum of 5% must be based on a guideline price calculated as the average price at the first point of sale over a period not exceeding three years. The guideline price for the proposed levies, on average, was calculated to be approximately 0.3% of the price of dairy products for a period of 3 years. This is well within the 5% as prescribed by the MAP Act.

The proposed business plan for the four (4) year period is as follows:

Function	1 Jul-31 Dec 2026 (R)	2027 FY (R)	2028 FY (R)	2029 FY (R)	2030 FY (R)
Administration	3 640 000	7 571 200	7 874 000	8 189 000	8 516 600
Transformation	7 280 000	15 142 400	15 748 000	16 378 000	17 033 200
Consumer education	7 280 000	15 142 400	15 748 000	16 378 000	17 033 200
Improvement of the quality of milk and other dairy products	6 916 000	14 385 280	14 960 600	15 559 100	16 181 540
Research and development	2 184 000	4 542 720	4 724 400	4 913 400	5 109 960
Industry information	2 002 000	4 164 160	4 330 700	4 503 950	4 684 130
Skills and knowledge development (2.4%)	873 600	1 817 088	1 889 760	1 965 360	2 043 984
Dairy animal health and welfare (11.5%)	4 186 000	8 706 880	9 055 100	9 417 350	9 794 090
Communication, liaison with role players and identification of statutory information, appointment of inspectors, Milk SA staff support and involvement in projects and projects internal audits (5.6%)	2 038 400	4 239 872	4 409 440	4 585 840	4 769 296
Total	**36 400 000**	**75 712 000**	**78 740 000**	**81 890 000**	**85 166 000**

The proposed statutory measures will apply to the following:

- Persons who buy raw (unprocessed) milk for the purpose of processing it or to use it to manufacture other products, or to sell it to persons located outside the jurisdiction of the Republic of South Africa, or to move it outside the jurisdiction of the Republic of South Africa;
- Persons who import a product which is subject to a levy;
- Persons who are milk producers and who process the raw (unprocessed) milk produced by them, or use it to manufacture other products, or who sell it to consumers, or who sell it to persons located outside the jurisdiction of the Republic of South Africa, or who move it outside the jurisdiction of the Republic of South Africa; and
- Persons who sell raw (unprocessed) milk to retailers.

The purpose of the statutory measure relating to registration is to compel all secondary industry role-players in the Republic of South Africa to register with Milk South Africa (the administrator). Registration will facilitate better communication in the industry on matters of common interest such as technical issues, food safety, product standards and other issues.

The purpose of the statutory measure relating to records & returns is to provide a statutory mechanism for dairy processors, traders, brokers, producer distributors, importers and exporters of dairy products to keep records and furnish returns to Milk South Africa. The information and analysis thereof will enable Milk South Africa to make market signals available to role-players and government institutions.

The National Agricultural Marketing Council (NAMC) believes that the joint application by SAMPRO and MPO for the establishment of statutory measures relating to levies, registrations and records & returns in the dairy industry as requested, is consistent with the objectives of the MAP Act (as set out in section 2 of the Act). The request is currently being investigated by the NAMC, and recommendations in this regard will be made to the Minister in the near future.

Directly affected groups in the dairy industry are kindly requested to submit any comments, in writing, regarding the proposed statutory measures, to the NAMC on or before 10 April 2026, to enable the Council to finalise its recommendation to Minister in this regard.

Submissions should be in writing and addressed to:

National Agricultural Marketing Council
Private Bag X 935
PRETORIA
0001
Enquiries: Matsobane (BM) Mpyana
E-mail: mmpyana@namc.co.za
Tel :(012) 341 1115
(076) 154 1354

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7247 **20 March 2026**

LABOUR RELATIONS ACT, 1995

REGIONAL BARGAINING COUNCIL FOR THE CONTRACT CLEANING SECTOR (EXCLUDING KWA-ZULU NATAL): EXTENSION TO NON-PARTIES OF THE 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 **Regional Bargaining Council for the Contract Cleaning Sector (Excluding Kwa-Zulu Natal)**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and shall remain in force until replaced by a subsequent agreement.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 12 March 2026

SCHEDULE

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

MAIN COLLECTIVE AGREEMENT

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

The National Contract Cleaners Association (NCCA)

BEECA Cleaning Association
(hereinafter referred to as "the Employers" or "the Employers Organisation") of the one part, and the

South African Transport and Allied Workers Union (SATAWU)

National Union of Metalworkers of South Africa (NUMSA)

Hotel, Liquor, catering Commercial & Allied Workers Union (HOTELICCA)
(hereinafter referred to as the "Employees" or the "Trade Unions", of the other part, being parties to the regional Bargaining Council for The Contract Cleaning Sector (Excluding Kwa-Zulu Natal).

1. SCOPE OF APPLICATION OF THE AGREEMENT.

The terms of this Collective Agreement shall be observed by employers and employees in the Contract Cleaning Sector Industry as defined hereunder, in the Gauteng Region (The Greater East Rand Metro City, City of Johannesburg, Tshwane, Emfuleni, Merafong, Mogale City, Metsimaholo, Randfontein, Westonaria), Gqeherbe Region and Cape Town/Stellenbosch Region.

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

(1) The cleaning or washing, by hand or machine, of furniture, windows, carpets, doors, floors, ceiling, roofs, baths, showers, toilets, kitchens, tools, kitchens, tools, machinery, at the premises of a client, including but not limited to state, industrial, commercial, business premises, residential premises, hotels, markets, hospitals and flats buildings, and the maintenance of gardens and grounds that are contained within the same project and/or contract and is undertaken by the same employers, but excludes contracts that are exclusively garden and ground maintenance;

(2) The cleaning of roads or highways or the interior or exterior of any air-planes, trucks, cars, buses, trains, ships or any other vehicle requiring to be so cleaned or valeted. Irrespective of the class of undertaking, industry, trade or occupation in which the client is engaged as an employer.

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

(4) The Agreement excludes:

(a) a manager;

(b) administrative personnel;

(c) employees who work less than 24 hours a month for an employee

(5) For the purposes of determining the wage rate applicable to an employee, the area where the employee performed that work shall be the area contemplated in clause 3 irrespective of whether or not the employer has an establishment in that area.

2. PERIOD OF OPERATION OF AGREEMENT.

(1) This Agreement shall, be binding on the Parties to this Agreement from date of signature and for non-parties this Agreement comes into effect from the date as determined by the Minister of Employment and Labour.

(2) The Agreement shall remain in force until replaced by a subsequent agreement

3. DEFINITIONS

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

Unless the context indicates otherwise, any expression used in this determination and which is defined in the Basic Conditions of Employment Act, 1997, has the same meaning as in that Act, further, unless inconsistent with the context -

"administrative personnel" means employees who are charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative nature in the conduct of any activity;

"annual leave cycle" means the period of 12 months employment with the same employee

"agreement" includes a collective agreement.

"CCMA" means the Commission for Conciliation, Mediation and Arbitration established in terms of section 112 of the Labour Relations Act, 1995;

"cleaner"; means a person employed to clean office, school, business, factory, residential or any other premises, or any airplanes, trucks, cars, buses, trains or any other vehicle requiring to be so cleaned on a contractual basis and/or to clean the

furniture and any other object(s) in such premises and vehicles, and/or to perform any work incidental thereto;

"Contract Cleaning Sector" means the sector in which employers and employees are associated on a fixed-term or fixed-project contract for the purpose of cleaning or washing by hand or machine, of furniture, windows, carpets, doors, floors, tools, machinery, under supervision at industrial and commercial premises, buildings, and flats that are let commercially or any airplanes, trucks, cars, buses, trains or any other vehicle requiring to be so cleaned

"day " means a period of 24 hours measured from the time when the employee normally commences work.

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

"employee" means any person excluding an independent contractor, who works for another person for more than 24 hours per month in the Contract Cleaning Sector and who receives, or is entitled to receive, any remuneration;

"establishment" means any premises or part thereof, on or in connection with which one or more employees are employed in the Contract Cleaning Sector;

"hourly-rated employee" means an employee whose wage is calculated on an hourly basis notwithstanding the frequency of the payment thereof;

"incapacity" means inability to 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 or scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

"law" includes the common law;

"manager" means an employee who is charged by his/her employer with the overall supervision over, responsibility for, and direction of the activities of and establishment and the employees engaged therein;

"medical practitioner" means

(a) a person entitled to practice as a medical practitioner in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No 50 of 1974); or

(b) a traditional healer or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament stating the nature and duration of the employee's incapacity;

"midwife" means a person registered or enrolled to practice as a midwife in terms of section 16 of the Nursing Act, 1978 (Act No. 50 of 1978);

"Month" means a calendar month.

"night work" means work performed after 18:00 and before 06:00 the next day;

"ordinary hours of work" means the hours of work prescribed in clause 8 but if by agreement between an employer and the employee the latter works a lesser number of ordinary hours, it means such shorter hours;

"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work;

"paid public holiday" means all public holidays declared as such in terms of the Public Holidays Act, 1994

"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, including the State, and "remunerate" has a corresponding meaning;

"shift worker" means an employee who is engaged in shift work in a workplace in which two or three consecutive shifts per day are worked on not more than six day per week;

"short time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, vagaries of the weather, a breakdown of plant or machinery or buildings that are unfit for use or is in danger of becoming unfit for use.

"the BCEA" means the Basic Conditions of Employment Act ,1997 as amended from time to time;

"Trade" means an industry or a service or a part of an industry or a service;

"wage" means that amount of money payable to an employee in terms of clause 4 read with clause 12 in respect of his/her ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3, it means such higher amount, and "weekly wage" has a corresponding meaning;

"weekly wage" see "wage";

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

"work place" means any place where employees work;

4. REMUNERATION

(1) Hourly-rated employee: An employer shall pay an employee in respect of each hour or part thereof (excluding overtime) worked by the employee on any day other than a paid holiday or a Sunday, not less than the hourly wage prescribed in this Agreement:

a) With effect from the period of operation until 28th February 2027:- R33.27 per hour.

b) In the event that the National Minimum wage, as prescribed from time to time, exceeds the rate in 4(a), an Employer shall pay an employee at an hourly rate equal to the National Minimum Wage.

(2) Despite clause 4 (1), and employee who works for less than six hours on any day must be paid for at least six hours on that day.

(3) An annual bonus will be paid to all employees in December provided they have been in continuous employment for three months or longer. If employees are terminated prior to December due to contract expiry, retrenchment or retirement they will still be entitled to their pro rata bonus.

(a) An employee shall receive a bonus equivalent to one week of the employee's wage multiplied by 4.33 (weekly wage x 4.33);

(b) The prorated bonus will be equivalent to the number of full calendar months service divided by 12 and multiplied by 4.33 times the employee's weekly wage.

5. CALCULATION OF REMUNERATION AND WAGES

(1) The wage of an employee shall be calculated as set out hereunder:

(a) The daily wage of an employee shall be the employee's hourly wage multiplied by the number of ordinary hours worked for that day by such employee as stipulated in clause 4 (a), (b) and (c) and an employee shall be paid accordingly.

(b) The weekly wage of an employee shall be the hourly wage multiplied by the number of ordinary hours worked prescribed for such employee in any week as stipulated in Clause 9 and an employee shall be paid accordingly.

(c) The monthly wage of an employee shall be the weekly wage multiplied by four and one-third.

6. PAYMENT OF REMUNERATION

(1) For employees, save as provided in clauses 11 (1) and 16 (1), an employer must pay to an employee any remuneration that is paid in money

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

(b) in cash, by cheque or by direct deposit in an account designated by the employee.

(2) Any remuneration paid by cash or by cheque must be given to each employee

(a) at the workplace or at a place agreed to by the employer;

(b) during the employee's working hours or within 15 minutes of the commencement or conclusion of those hours; and

(c) in a sealed envelope which becomes the property of the employee.

(3) An employer must pay remuneration

(a) not later than seven days after the completion of the period for which the remuneration is payable; or

(b) at the termination of the contract of employment.

(4) Clause 6(3)(b) does not apply to any pension or provident fund payment to an employee that is made in terms of the rules of the fund.

7. INFORMATION ABOUT REMUNERATION

(1) An employer must give an employee the following information in writing on each day the employee is paid:

(a) the employer's name and address;

(b) the employee's name or number on the payroll, and workplace;

(c) the employee's occupation;

(d) the period for which payment is made;

(e) the amount and purpose of any deductions made from the remuneration;

(f) the nett amount paid to the employee;

(g) if relevant to the calculation of that employee's remuneration

(i) the employee's rate of remuneration and overtime rate;

(ii) the employee's allowance rate;

(iii) the number of ordinary hours worked by the employee;

(iv) the number of hours worked by the employee on a Sunday or a public holiday during that period, and

(v) the written information required in terms of sub-clause (1) must be given to each employee:

(h) at the workplace or at a place agreed to by the employee;

(j) and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that

(i) the particulars prescribed above may be recorded on such envelope or in such statement in code which shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;

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

8. DEDUCTIONS AND OTHER ACTS CONCERNING REMUNERATION

(1) An employer may not make any deductions from an employee's remuneration other than the following:

(a) an employee agrees in writing to deduction in respect of any accommodation, holiday, sick, medical, insurance, savings, provident or pension fund, trade union subscriptions or debt specified in the agreement.

(b) If an employee agrees in writing to deductions which the employer has paid or undertaken to pay to –

(i) any banking institution, building society, insurance business, registered financial institution, local authority, in respect of a payment on a loan granted to such an employee to acquire a dwelling;

(ii) any other organisation or body in respect of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partially from finds advanced for the that purpose by the state, a building society or a local authority

(c) the deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.

(2) An employer who deducts an amount from an employee's remuneration in terms of sub-clause (1) for payment to another person must pay the amount to the person in accordance with the time period and other requirements specified in the agreement, law, court order or arbitration award.

(3) Training fee: Subject to the provisions of any other act, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

(4) Purchase of goods: An employer shall not require an employee to purchase any goods from the employer or from any shop, place or persons nominated by the employer

(5) Accommodation, meals and rations and payment in nature An employer shall not as a condition of employment require the employee to accept accommodation, meals or rations from the employer or from any person or at any place nominated by the employee An employer shall not as a condition of employment require an employee to receive any in nature form of payment in lieu of wages or a part of the employee's wages.

(6) A deduction in terms of sub-clause (1) may be made to reimburse an employer for loss or damage only if-

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

(b) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deductions should not be made;

(c) the total amount of the debt does not exceed the actual amount of the loss or damage; and

(d) the total deductions from the employee's remuneration in terms of this subsection do not exceed one-tenth of the employee's remuneration in money.

(7) An employer may not require or permit an employee to-

(a) repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or

(b) acknowledge receipt of an amount greater than the remuneration actually received.

(8) Except where otherwise provided in this determination, whenever an employee is absent from work other than on the instructions of the employer, a deduction proportionate to the period of such absence and calculated on the basis of the wage which such employee was receiving in respect of the employee's ordinary hours of work at the time of such absence

(9) Short time: Whenever the ordinary hours of work specified in the Act are reduced on account of short time, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour of such reduction; Provided that

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

(ii) no deduction shall be made in the case of short time arising out of slackness of trade or shortage of raw materials, unless the employer has given the employee notice on the previous day of the intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short time owing to a breakdown of machinery or because the building was unfit for use or is in danger of becoming unfit for use, in respect of the first two hours not worked, unless the employer has given the employee notice on the previous day that no work will be available;

(iv) if the employee has reported for work, no deductions shall be made in the case of short time owing to bad weather in respect of the first two hours not worked, unless the employer has given the employee notice on the previous working day that no work will be available due to inclement weather;

(v) Should work be stopped due to bad weather and if an employee has reported for work, the employee will be paid for the hours worked plus two hours. Provided that no fewer than four hours and no more than the previous ordinary day's wage will be paid on such a day.

9. ORDINARY HOURS OF WORK

(1) An employer may not require or permit an employee to work more than

(a) 45 hours in any week; and

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

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

10. OVERTIME

(1) An employer who employs 10 or more employees may not require or permit an employee to work overtime otherwise than in terms of an agreement concluded by the employer with the employee and such overtime shall not exceed -

(a) 3 hours overtime a day; or

(b) 10 hours overtime in any week.

(2) An employer who employs less than 10 employees may not require or permit an employee to work overtime otherwise than in terms of an agreement concluded by the employer with the employee and such overtime shall not exceed -

(a) 15 hours overtime in any week.

11. PAYMENT OF OVERTIME

(1) An employer shall pay an employee who works overtime at a rate of not less than one and a half times the hourly wage in respect of the overtime referred to in clause 9

(2) Any time worked on Sundays and paid public holidays shall be paid in accordance with the provisions of clauses 17 and 18.

(3) Despite sub-clause (1), an agreement may provide for an employer to-

(a) 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

(b) grant an employee at least 90 minutes' paid time off for each hour of overtime worked.

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

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

(6) An agreement concluded in terms of sub-clause (3)with an employee when the employee commences employment, or during the first three months of employment, lapses after one year

12. COMPRESSED WORKING WEEK

(1) An agreement in writing may require or permit an employee to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 14, without receiving overtime pay.

(2) An agreement in terms of sub-clause (1) may not require or permit an employee to work-

(a) more than 45 ordinary hours of work in any week;

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

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

13. AVERAGING OF HOURS OF WORK

(1) Despite clause 9 (1) and 10 (1)(b), the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months in terms of a written agreement.

(2) An employer may not require or permit an employee who is bound by a agreement in terms of sub-clause (1) to work more than:

(a) an average of 45 ordinary hours of work in a week over the agreed period;

(b) an average of five hours' overtime in a week over the agreed period.

(3) An agreement in terms of sub-clause (1) lapses after 12 months.

(4) Sub-clause (3) only applies to the first two agreements concluded in terms of sub-clause (1).

14. MEAL INTERVALS

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

(2) During a meal interval the employee may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another employee.

(3) An employee must be remunerated-

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

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

(4) For the purposes of sub-clause (1), work is continuous unless it is interrupted by an interval of at least 60 minutes.

(5) An agreement in writing may-

(a) reduce the meal interval to not less than 30 minutes;

(b) dispense with a meal interval for an employee who works fewer than six hours on a day.

(c) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes.

15. REST PERIODS

(1) An employer shall grant to each of the employees a rest interval of not less than 15 minutes as near as practicable in the middle of the first and second work period of the day, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(2) An employer must allow an employee -

(a) a daily rest period of at least twelve consecutive hours between ending and recommencing work; and

(b) a weekly rest period of at least 36 consecutive hours which, unless otherwise agreed, must include Sunday.

(3) A daily rest period in terms of sub-clause (1) may, by written agreement, be reduced to 10 hours for an employee -

(a) who lives on the premises at which the workplace is situated; and

(b) whose meal interval lasts for at least three hours.

(4) Despite sub-clause (1) (c), an agreement in writing may provide for

(a) a rest period of at least 60 consecutive hours every two weeks; or

(b) an employee's weekly rest period reduced by up to eight hours in any week if the rest period in the following week is extended equivalently.

16. PAYMENT FOR WORK ON A SUNDAY

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

(2) If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of sub-clause (8) is less than the employee's ordinary daily wage, the employer must pay the employee the employee's ordinary daily wage.

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

(4) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work in terms of clause 8, but is taken into account in calculating the overtime worked by the employee in terms of clause 10 (1)(b).

(5) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.

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

(7) An agreement in writing may increase the period contemplated by sub-clause (6) to 12 months.

17.NIGHT WORK

(1) An employer, who requires or permits an employee to perform night work, may do so, provided that

(a) it is by agreement;

(b) the employee receives in addition to the wage, an allowance of not less than 10 per cent of the hourly wage for each hour or part of an hour worked by the employee on night work;

(c) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.

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

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

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

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

(b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards as set out in paragraph (a)

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

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

and

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

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

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

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(3) For the purposes of sub-clause (2) an employee works on a regular basis if the employee works for 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. PUBLIC HOLIDAYS

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

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

(a) an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;

(b) an employee who does work on the public holiday-

(i) at least double the amount referred to in paragraph (a);or

(ii) if it is greater, the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day.

(3) If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to-

(a) the employee's ordinary daily wage; plus

(b) the amount earned by the employee for the work performed that day, whether calculated by reference to time worked or any other method.

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

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

19. ANNUAL LEAVE

(1) An employer must grant to an employee at least:

(a) 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle; or

(b) by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid; or

(c) by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid.

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

(3) The employer shall pay an employee in respect of the leave prescribed in sub-clause (1) an amount not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

(4) The leave prescribed in sub-clause (1) shall be granted and be taken at a time to be fixed by the employer: Provided that

(a) if such leave has not been granted earlier, it shall be granted and be taken not later than six months after the end of the annual leave cycle;

(b) the period of leave shall not be concurrent with any period

(i) during which an employee is absent on sick leave in terms of clause 19 amounting in the aggregate to not more than 10 weeks in any period of 12 months;

(ii) during which the employee is under notice of termination of employment in terms of clause 24.

(c) If so requested an employer may grant an employee 12 days occasional leave on full pay in an annual leave cycle.

(d) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave granted on full remuneration to the employee in an annual leave cycle.

(5) The remuneration in respect of the leave prescribed in sub-clause (1), read with sub-clause (3), shall be paid not later than the last working day before the date of commencement of the leave.

(6) Upon termination of employment the employer shall pay the employee the pay in respect of any period of leave which has accrued to the employee but was not granted to the employee before the date of termination of the employment.

(7) If the employee has been in employment longer than four months, in respect of the employee's annual leave entitlement during an incomplete annual leave cycle as defined in sub-clause (1)-

(i) one day's remuneration in respect of every 17 days on which the employee worked or was entitled to be paid; or

(ii) remuneration calculated on any basis that is at least as favourable to the employee as that calculated in terms of subparagraph (i).

(8) For the purposes of this clause the expressions "employment" and "period of employment" shall be deemed to include any time during which the employer requires an employee not perform emergency work.

(9) Closing of establishment:

(a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close the establishment for 21 consecutive days, and in that case the employer shall remunerate the employee in terms of sub-clause (3) read with sub-clause (4) (d) as the case may be;

(b) An employee who at the date of the closing of an establishment or the portion thereof in which the employee is employed, is not entitled to the full period of annual leave prescribed in sub-clause

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(1) shall, in respect of any leave due to the employee be paid by the employer at the employee's rate of remuneration immediately before the closing of the establishment, and for the purposes of annual leave thereafter employment shall be deemed to commence on the date of such closing of the establishment or portion of the establishment, as the case may be.

20. SICK LEAVE

(1) During every sick leave cycle of 36 consecutive months of employment with the employer an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks. Provided that -

(a) in the first 6 months of employment an employer shall grant an employee one-day's paid sick leave for every 26 days worked.

(2) An employer may, as a condition prior to payment of any amount claimed in terms of this clause by an employee in respect of any absence from work

(a) for more than three consecutive working days; or

(b) on the working day immediately preceding or the working day immediately succeeding a Sunday or public holiday as defined, require the employee to produce a certificate within a reasonable period, signed by a registered medical practitioner, traditional healer or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament stating the nature and duration of the employee's incapacity;

(c) An employer is not required to pay an employee in terms of this clause if the employee has been absent from work for more than three consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical

certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

(3) For the purpose of this clause -

(a) "employment" shall be deemed to include any period during which an employee is absent

(i) on leave in terms of clause 18;
(ii) on the instructions or at the request of the employer;
(iii) on sick leave in terms of sub-clause (1) or owing to incapacity in the circumstances set out in sub-clause (4);
(iv) for any reason not being in breach of the contract of employment amounting in the aggregate to not more than 36 work-days in a cycle of 36 consecutive months; and
(v) Any time during which an employee is required by the employer not to do work because of bad weather, slackness of the trade or a breakdown of machinery or plant; and
(vi) any period of employment, which an employee has had with the same employer immediately before the date on which this determination became binding, and any sick leave on full pay granted under this determination.

(4) This clause does not apply to an inability to work caused by an accident or occupational disease as defined in the Compensation for Occupational Injuries No. 130 of 1993), or except in respect of any period during which no compensation is payable in terms of those Acts.

21. MATERNITY LEAVE

(1) An employee is entitled to at least four consecutive months' 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.

(4) 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.

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

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

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

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

(a) at least four weeks before the employee intends to commence maternity leave; or
(b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

22. PROTECTION OF EMPLOYEE BEFORE BIRTH AND AFTER BIRTH OF A CHILD

(1) 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 the child.

(2) 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 not less favourable than her ordinary terms and conditions of employment, if

(a) the employee is required to perform night work, as defined in clause 2 or her work poses a danger to her health or safety or that of her child; and

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

23. FAMILY RESPONSIBILITY LEAVE

(1) This clause applies to an employee

(a) who has been in employment with an employer for longer than four months; and

(b) who works for at least four days a week for that employee

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

(a) when the employee's child is born;

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

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(c) in the event of the death of-

(i) the employee's spouse or life partner; or

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

(3) Subject to sub-clause (5), an employer must pay an employee for a day's family responsibility leave

(a) the wage the employee would ordinarily have received for work on that day; and

(b) on the employee's usual payday.

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

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

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

(6) A collective agreement may vary the number of days and the circumstances under which leave is to be granted in terms of this section.

24. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of the Labour Relations Act of 1995 an employer or an employee, who desires to terminate the contract of employment, shall give notice in writing, except when it is given by an illiterate employee -

(a) during the first four weeks of employment, not less than one working day's;
(b) four weeks, if the employee has been employed for more than four weeks.
(c) no agreement may require or permit an employee to give a period of notice longer than that required of the employee

(d) an employee or employer may terminate the contract without notice by paying the employee or the employer, as the case may be, in lieu of such notice not less than in the case of

(i) one working day's notice, the daily wage the employee is receiving at the time of such termination;

(ii) two weeks' notice, double the weekly 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;

(bb) provided further where the wage of an employee at the date of termination has been reduced by deductions in respect of short time, the expression "is receiving at the time of such termination" in terms of proviso (ii)of sub-clause (2) (d) shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination had no deduction been made in respect of short-time".

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(2) The notice prescribed in sub-clause (1) shall be given on any working day: Provided that

(a) the period of notice shall not run concurrently with, nor (a) the period of notice shall not run concurrently with, nor shall notice be hall notice be given during, an employee's absence on leave granted in terms of clause 18, or on sick leave granted in terms of clause 20, or owing to incapacity in terms of clause 20(4) where such absences amount in the aggregate to not more than 10 weeks in any period of 12 months' employment with the same employer; and

25. SEVERANCE PAY

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

(2) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, calculated in accordance with clause 5.

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

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

(5) If there is a dispute only about the entitlement to severance pay in terms of this section, the employee may refer the dispute in writing to the CCMA.

26. UNIFORMS, OVERALLS, PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

(1) An employer shall supply in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing which the employer requires the employee to wear or which by any law the

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employer is required to provide for the employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employee

(2) The employer must issue articles indicted in sub-clause (1) within seven days after an employee has commenced work provided that:

(i) where an employees health and safety is at risks such articles must be issued immediately

(3) No employer shall make any deduction from the wages of any employee in regard to any article provided to that employee in terms of subclause (1) unless the loss or damage occurred in the course of employment and was due to the fault of the employee; if

(4) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deductions should not be made;

(5) the total amount of the debt does not exceed the actual amount of the loss or damage;

(6) the total deductions from the employee's remuneration in terms of this sub-clause do not exceed one-tenth of the employee's weekly wage.

27. WRITTEN PARTICULARS OF EMPLOYMENT

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

(a) the full name and address of the employer;

(b) the name and occupation of the employee, or a brief description of the work for which the employee is employed;

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(c) the place of work, and, where the employee is required or permitted to work at various places, an indication of this;

(d) the date on which the employment began;

(e) the employee's ordinary hours of work and days of work;

(f) the employee's wage or the rate and method of calculating wages;

(g) the rate of pay for overtime work;

(h) any other cash payments that the employee is entitled to;

(i) any payment in kind that the employee is entitled to and the value of the payment in kind;

(j) how frequently remuneration will be paid;

(k) any deductions to be made from the employee's remuneration;

(l) the leave to which the employee is entitled;

(m) the period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate;

(n) a description of any council or sectoral determination which covers the employer's business;

(o) any period of employment with a previous employer that counts towards the employee's period of employment;

(p) a list of any other documents that form part of the contract of employment, indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.

(2) When any matter listed in sub-clause (1) changes-

(a) the written particulars must be revised to reflect the change; and

(b) the employee must be supplied with a copy of the document reflecting the change.

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

(4) The employer must keep written particulars in terms of this clause for a period of 12 months after the termination of employment.

28. INFORMING EMPLOYEES OF THEIR RIGHTS

(1) An employer must ensure that a copy of the Determination is available and accessible to the employee.

(2) give a copy of that sectoral determination-

(i) to an employee who has paid the prescribed fee; and

(ii) free of charge, on request, to an employee who is a registered trade union representative.

29. CERTIFICATE OF SERVICE

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

(a) the employee's full name;

(b) the name and address of the employer;

(c) description of any council or sectoral employment standard by which the employer's business is covered;

(d) the date of commencement and date of termination of employment;

(e) the title of the job or a brief description of the work for which the employee was employed at date of termination;

(f) the remuneration at date of termination; and

(g) if the employee so requests, the reason for termination of employment.

30. ATTENDANCE REGISTER

(1) An employer shall provide an attendance register substantially in the prescribed format, in which the employer shall record in ink or indelible pencil the name and class of each of the employees and if an employee is unable to write, the employer shall on the employee's behalf for each day worked and on that day make the necessary entries in the presence of a person nominated by the employee, and shall sign such entries.

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

(3) Unless prevented from doing so by unavoidable causes, every employee shall, in respect of each day worked on that day

(a) record in ink or indelible pencil in such attendance register referred to in sub-clause (1)

(i) the day of the week;

(ii) the time work commenced;

(iii) the time of commencement and termination of all meal or other intervals which are not deemed as ordinary hours of work;

(iv) the time of finishing work for the day;

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(v) the time of commencement and termination of overtime worked for the day;

(vi) the time of commencement and termination of work on a Sundays;

(vii) the time of commencement and termination of work on a public holiday;

(viii) the total amount of hours worked for the day; and

(ix) the employee's signature;

(b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder to show the following:

(i) the time work commenced;

(ii) the time of commencement and termination of all meal or other intervals which are not deemed as ordinary hours of work; and

(iii) the time of finishing work for the day

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

31. COUNCIL FUNDING.

(1) For purposes of meeting the expenses of the Council, every employer:

a) shall deduct an amount equal to 0.5% from the monthly basic wage of each of his employees (other than casual employees).
b) shall add to such employee deductions an amount equal to the total sum thereof

c) shall forward such combined employer/employee sum, in total, to the Secretary of the Council, by not later than the 7th day of the month following that on which the transactions referred to in sub clause a) and b) above were performed.

d) when forwarding the combined levies referred to sub clause (c) above, will send the monies together with the remittance advice as prescribed by Council, with all sections of such remittance advice fully completed.

(2) Should a company not pay the prescribed levies by the date stipulated in sub clause c) above, then interest may be charged by the Council at the prime interest rate as declared on any outstanding amount. The finance committee will determine whether the charge should be made.

32. COUNCIL REGISTRATION BY EMPLOYERS.

(1) Registration procedures

a) All existing employers (and every employer entering the Industry in the future) shall register with the Council.

b) Applications for such registration shall indicate the particulars covered in sub clause

c) hereafter, and shall be effected in writing, signed by the employer concerned and forwarded by such employer to:

THE SECRETARY OF THE REGIONAL BARGAINING COUNCIL FOR THE CONTRACT CLEANING INDUSTRY.

22 RIDGE ROAD
PARKTOWN
JOHANNESBURG
2193

c) The said registration particulars shall include:

i) the name of the business concerned, in full;

ii) the street and postal address of said business;

and as the case may be:

iii) in a sole proprietorship: the identity number and name of the proprietor;

iv) in a partnership: the identity numbers and names of the partners and a certified copy of the Partnership Agreement;

v) in the case of a company: the identity numbers and names of the Directors, and a copy of the Certificate of Incorporation;

vi) in the case of a closed corporation: the identity numbers and names of the members, and a copy of the Certificate of Incorporation;

vii) in the case of any other body corporate or juristic person: the names and identity numbers of the persons responsible for the administration of such body corporate or juristic person;

viii) copies of registration certificates and certificates of good standing for the following: UIF, COIDA, Skills Levy, PAYE, and VAT and the company shall produce a current certificate of compliance for each of the above annually in the month of January.

(2) Certificate of Registration

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

(3) Register of Employers

The Secretary of the Council shall maintain a register of all employers registered in terms of clause 24.1 above.

(4) Advice of Change in Particulars

a) Every registered employer shall notify the Council of any change in the particulars furnished by him on registration;

b) Such changes shall be advised within 14 days of occurrence and shall include:

i) Any change in a partnership or partnership agreement;

ii) Any change in the Directors of the Company;

iii) Any change in the members of a Close Corporation;

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

33. ADMINISTRATION OF THE AGREEMENT.

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

34. DESIGNATED AGENTS.

(1) Appointment of designated agents

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

a) shall appoint one (or more) specified person/s as Council agent/s

b) may request the Minister of Employment and Labour to appoint a designated agent in terms of the provisions of Section 33 of the Act.

(2) Designated agents' terms of authority

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

a) To enter any establishment for the purpose of carrying out an inspection on behalf of the Council;
b) To question any employer or employee during such inspection;
c) To inspect the records prescribed in clause 24 hereof.

(3) Employer/Employee obligations

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

35. EXEMPTIONS AND APPEALS.

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

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

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

(4) All applications for exemption shall be made in writing on the appropriate application form, obtained from the Bargaining Council, setting out relevant information, including:

a) The provisions of the agreement in respect of which exemption is sought;

b) The number of persons in respect of whom the exemption is sought;

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c) The reasons why the exemption is sought;

d) The nature and size of the business in respect of which the exemption is sought;

e) The duration and timeframe for which the exemption sought;

f) The business strategy and plan of the applicant seeking the exemption;

g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;

h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and

i) Any other relevant supporting data and financial information the Council may prescribe from time to time.

(5) An exemption application in respect of a term or provision in Collective Agreements:

a) Concluded in the Council that applies throughout the Industry must be considered by an exemptions body appointed by the Council;

b) Concluded in a sub-sector chamber or section must be considered by an exemptions body whose members are appointed from the party employer organisation(s) and trade union(s)

(6) The Bargaining Council shall decide on an application for exemption within 30 days of receipt.

(7) Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

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

(9) In scrutinising an application, the Exemption Body or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 35.15 below.

(10) The Secretary must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision, failing which

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the Bargaining Council is deemed to have refused the application for exemption.

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

(12) In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of an application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.

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

(14) No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.

(15) When considering an application, the Exemption Body or, the Independent Body whichever the case may be must consider, in addition to clause 35.9, the following:

a) Whether the granting of the exemption or appeal will prejudice the objectives of the Bargaining Council or contravene the provisions of any labour legislation or Collective Agreements;

b) The circumstances prevailing in the Industry as a whole likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;

c) The nature and size of the business in respect of which the application is made;

d) Whether the duration of the exemption or appeal is for a limited or specified period;

e) Any representations made by the employees likely to be affected by the application and interest of employees' as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;

f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;

g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;

h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;

i) Whether the granting of the exemption or appeal will impact negatively on parity agreements;

j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with Collective Agreements; and

k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.

l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.

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

(17) The decision of the Independent Body is final and binding upon the applicant and the Bargaining Council.

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

(a) The full name of the applicant(s) or enterprise concern;

(b) The trade name;

(c) The provisions of the Agreement from which exemption or appeal has been granted;

(d) The period for which the exemption or appeal shall operate;

(e) The date of issue and from which day the exemption or appeal shall operate;

(f) The condition(s) of the exemption or appeal granted; and

(g) The area in which the exemption or appeal applies.

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

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

36. PROVIDENT FUND

(1) A provident fund namely "Contract Cleaning National Provident Fund" has been established for the cleaners in the Industry and is registered in terms of the Pension Fund Act.

(2) Each Member shall make a monthly Contribution to the Fund throughout his/her service towards his/her retirement benefits at the rate of five point two five (5.25%) percent of the Members Fund Salary or as amended by the Board of Trustees from time to time.

(3) The Employer shall make a monthly Contribution in respect of each Member in its service at the rate of five point two five (5.25%) percent of the Member's Fund Salary or as amended from time to time, to be allocated in terms of the Rules.

(4) Every employer and employee will abide by the Rules of the Fund as registered with the Financial Sector Conduct Fund (FSCA) as found in Annexure "A" to this agreement.

37. DISPUTES ABOUT INTERPRETATION, APPLICATION OR ENFORCEMENT OF AGREEMENT.

(1) The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of the Agreement.

(2) A dispute about interpretation, application or enforcement of this Agreement may be lodged with or referred to the Secretary of the Council by any person, for resolution in terms of this Agreement.

(3) The Secretary of the Council may require a designated agent to investigate the dispute.

(4) The designated agent must investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavor to secure compliance with the Agreement through conciliation.

(5) The designated agent must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

(6) if in the course of performing a designated agent's duties an agent discovers what appears to be a breach of the Agreement, the agent -

a) must investigate the alleged breach;

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b) may endeavour to secure compliance with the Agreement; and

c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

(7) on receipt of the report, the Secretary may -

a). require the designated agent to make further investigation;

b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;

c) refer the dispute for conciliation to the disputes committee of the Council;

d) issue a compliance order; or

e) refer the dispute for arbitration in terms of this Agreement.

(8) If a conciliator is appointed, the Secretary must decide the date, time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.

(9) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.

(10) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.

(11) Should a company be found to be not complying with the provisions of this agreement, the arbitrator may impose fines as per the following tables

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TABLE ONE:

MAXIMUM PERMISSIBLE FINE NOT INVOLVING AN UNDERPAYMENT

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

TABLE TWO:

MAXIMUM PERMISSIBLE FINES INVOLVING AN UNDERPAYMENT.

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision **within three years**	

75% of the amount due, including any interest owing on the amount at the date of the order

Three previous failures to comply in respect of the same provision **within three years** 100% of the amount due, including any interest owing on the amount at the date of the order

Four or more previous failures to comply in respect of the same provision within **three years** 200% of the amount due, including any interest owing on the amount at the date of the order

38. CERTIFICATE OF COMPLIANCE.

(1) A Certificate of Compliance will be:

a) issued to companies whom are found to be fully compliant with the Regional Bargaining Council Main Agreement, Provident fund and all other statutory payments after an audit has been carried out by a Designated Agent appointed by the Council, as long as there are no outstanding Council penalties, fines, settlement agreements or arbitration awards for non-compliance against the company;

b) valid for a period of six months from date of issue to ensure the company's continued compliance;

c) issued without alteration on the printed format of the Council and must be signed by either the Secretary or Deputy Secretary and by either the Chairman or Vice Chairman.

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

a) The company must apply in writing to the Secretary;

b) The Secretary will appoint a designated agent to carry out a full inspection within fifteen (15) working days of receiving the application. This period may be exceeded should the Council receive:

i) an excessive number of applications;

ii) and/or over year end when the Council closes between the 25th December and 2nd January;

iii) and/or for reasons beyond its control.

c) The Designated Agent will inspect the following company records for the preceding three (3) calendar months from the date of application:

i) Personnel files, time sheets, wage registers, pay slips, provident fund schedules and annual bonus payment schedules from the previous December, registration certificates for PAYE, VAT, UIF, Skills Development Levies, Workman's Compensation fund and any other statutory obligations;

ii) Proof of payment and date of payment for wages, overtime, night shift allowance, provident fund contributions, annual incentive bonus payments from the previous December, PAYE, VAT, UIF, Skills Development levy, Bargaining Council levy, Workman's
Compensation fund and any other statutory payments. Proof of payment shall be by way of bank statements with all payments that do not have any bearing on the inspection being deleted and/or bank confirmed electronic payments but will not include bank deposit slips or cancelled cheques;

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

(3) Should it be found that the company is not complying, a compliance order will be issued within five (5) working days.

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(4) If found to be complying a Certificate of Compliance will be issued within fifteen (15) working days of the completion of the designated agent's inspection.

39. PROHIBITION ON FURTHER NEGOTIATION

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

40. PERIOD OF OPERATION OF AGREEMENT.

(1) This Agreement shall only come into operation from the 1st day of the month following the date of promulgation.

(2) The parties agree that any agreement reached between them shall not be legally binding on any parties concerned unless such agreement has been reduced to writing, has been signed by all the parties, promulgated and extended to non-parties by way of the Government Gazette.

(3) Upon expiration of this agreement and in the absence of a new agreement, the terms and conditions prevailing at the time of expiration shall apply until such time as a new agreement has been promulgated.

(4) The parties agree to request the Minister of Employment and Labour to extend the Main Collective Agreement in terms of Section 32 (1) of the Labour Relations Act to non-parties

Signed at Johannesburg ..... on the 26th day of January .....2026.

For the NCCA.....

Name of signatory.....Lennox Batchelor.....

For BEECA.....

Name of signatory.....MMABATHO SKOSANA.....

For SATAWU.....

Name of signatory.....Tawona Mapfeli.....

For NUMSA.....

Name of signatory.....Vinz James.....

For HOTELICCA.....

Name of signatory.....Sony Mhlanga.....

For the Council.....

Name of signatory.....

ANNEXURE "A"

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1196 **16 November 2001**

BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997:

AMENDMENT OF SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR, SOUTH AFRICA

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, in terms of Section 6(1) of the Basic Conditions of Employment Act, No 75 of 1997, hereby amend Sectoral Determination 1: Contract Cleaning Sector, South Africa, published under Government Notice R. 622 of 14 May 1999, in accordance with the schedule hereto and fix the 1 December 2001 as the date from which the said amendment shall be binding.

M M S MDLADLANA MP

MINISTER OF LABOUR

SCHEDULE

Clause 2 –

Insert the following definitions alphabetically in the appropriate places:

"Act" means the Pension Funds Act, 1956, as amended, and the regulations made in terms of that Act.

"Actuary" means the Actuary appointed in terms of the Rules of the Fund.

"Administrators" means NBC Negotiated Benefits Consultants (Pty) Ltd and such other administrator of the Fund's investments or the disposition of its benefits as may be appointed by the Board from time to time in accordance with the Act and the Rules.

"Board" means the Fund's board of trustees appointed or elected in accordance with its Rules and the Act.

"Contribution" means the amount payable monthly to the Fund by each Employer in the Contract Cleaning Sector in respect of each of his/her employees whose conditions of employment are governed by Sectoral Determination 1: Contract Cleaning Sector.

"Eligible Employee" means any person (other than an independent contractor, Temporary Employee or an employee who is employed on a casual basis) who -

is employed by the Employer and works for more than 24 hours per month in the Contract Cleaning Sector and is defined as an employee as per the Sectoral Determination applicable to the Contract Cleaning Sector; and

receives or is entitled to receive any remuneration; and

has not reached the Normal Retirement Age as defined in the Rules, and

is not a member of a fund providing retirement benefits which was set up in terms of an agreement under the Labour Relations Act, 1956 or in terms of a collective agreement concluded in council in terms of the Labour Relations Act (Act No. 66 of 1995).

"Employer" means any person who employs or provides work for -

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any person in the Contract Cleaning Sector and remunerates him/her or who permits any person in any manner to assist him/her in the carrying on or conducting of his/her business; and employ and employment shall have corresponding meaning, and

any person in another sector performing functions or services similar to those performed in the Contract Cleaning Sector as defined in the Sectoral Determination applicable to the Contract Cleaning Sector.

"Fund" means The Contract Cleaning National Provident Fund.

"Fund Salary" means the Member's basic annual salary or wages, adjusted on a basis agreed to from time to time between the Employer and the Member; provided that for the purposes of the Fund, Fund Salary shall be determined on the first day of each month of membership of the Fund.

"Member" means an Eligible Employee who, having been admitted to membership of the Fund in accordance with the Rules, has not ceased to be a Member in terms of the Rules.

"Previous fund" shall mean any fund in which an Employer participated prior to becoming an Employer in the Fund and from which money was transferred in terms of Section 14 (l) of the Act.

"Rules" means the Rules of the Fund and such alterations as may at any time be applicable.

"Temporary Employee" means:

an employee who has been contracted to fill the position of an employee on sick leave, maternity or annual leave, or

an employee who has been contracted to work on a specific site where the contract with the Employer's client is for a period of not more than one month.

2. Clause 7(1)(a)

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Delete the words provident or pension fund.

3. Insert the following after clause 30 -

31. Contract Cleaning National Provident Fund

Establishment and Objective of the Fund

A fund known as The Contract Cleaning National Provident Fund is hereby established.

The Fund shall be governed by its Rules and regulations in force from time to time.

The object of the Fund shall be, in terms of the Rules, to provide retirement and other benefits for employees and former employees of the Employers, and benefits in the event of their death and disability.

Appointment of the Interim Board of Management

The Director-General shall call for and facilitate the appointment of the interim board of management in consultation with the participants to the Fund in accordance with the agreed criteria.

The interim board of management shall be invested with the authority to -

Register the Fund under the of the Pension Funds Act;

Seek approval of the Fund by the Financial Services Board and the South African Revenue Services; and

determine and settle the Rules of the Fund in accordance with the provision of the Pension Funds Act.

Membership

3.1 Employer Participation

Subject to (b) below, any Employer in the Contract Cleaning Sector shall participate in the Fund with effect from the commencement of the Fund or the commencement of the Employer's business in the Contract Cleaning Sector, whichever is the later.

An Employer who, in respect of all his/her employees at the date of publication of this amendment, already participates in a retirement fund that -

complies with the requirements of the Act;

has been approved by the Commissioner for the South Africa Revenue services;

provides benefits equal or better in all respect to those provided by the fund;

may, with the agreement of a majority of his/her employees, apply in writing to the Board for exemption from contributing to the Fund in accordance with the Rules, provided that;

(aa) the Board may only grant such exemption if, after consultation with the Actuary and due consideration of such documents and information in respect of that Employer's fund as it requires, it is of the opinion that the benefits provided by that Employer's fund are in all respect, equal to or better than those provided by the Fund;

(bb) the Board may grant exemption on such terms and conditions, and for such duration, as it may determine and, upon expiry of the period of exemption or, if sooner, non-compliance with any of the terms or conditions of exemption, the Employer concerned shall forthwith commence contributing to the Fund in respect of his/her employees subject to a new application for exemption as aforesaid.

Any application by an Employer for exemption shall in no way whatsoever affect the Employer's obligations, nor his/her employees' rights, with regard to the payment of all Contributions and benefits in terms of the rules of that Employer's retirement scheme and/or his/her employees' conditions of employment.

3.2 Member Eligibility and Participation

Eligibility - All Eligible Employees will be able to join the Fund from the date specified in the Rules.

Participation - Participation shall be compulsory for all Eligible Employees, who immediately prior to and after the commencement of the Fund, were in Service of the Employer.

Commencement - Participation in the Fund in respect of all Eligible Employees shall, subject to the provisions in paragraph (a), commence on -

the date of commencement of the Fund; or

the date of their becoming Eligible Employees, whichever is the later date.

(d) Continuation of participation -

(i) If a Member ceases to be an Eligible Employee for reasons other than retirement, withdrawal from Service or death, the employee's participation in the Fund shall cease on the first day of the month following or coinciding with the date on which the employee ceases to be an Eligible Employee; provided that a Member whose membership of the Fund ceases in terms of this clause and who is re-employed in the Contract Cleaning Sector within three months prior to him receiving his benefits shall be deemed to have remained in Service and his membership of the Fund shall continue.

(ii) The Administrator shall calculate the Member's benefit in terms of the Rules as at the date on which the Member ceases to be an Eligible Employee. Such amount shall be retained in the Fund until it becomes payable in terms of the Rules, or shall be transferred

to an approved pension fund, approved provident fund or approved retirement annuity fund for the benefit of the Member.

(iii) Given the provisions of the Rules, all Members shall be obliged to remain Members until their retirement, withdrawal from Service or death, as the case may be.

Contributions

Commencement of contributions - Contributions payable to the Administrator shall commence once the notification of registration and approval of the Fund has been gazetted.

Contributions by the Member

(i) Each Member shall make a monthly Contribution to the Fund throughout his/her Service towards his/her retirement benefits at the rate of five point two five (5.25%) per cent of the Member's Fund Salary or as amended by the Board of Trustees from time to time.

(ii) The Contributions referred to in (i) above shall be deducted from the Member's monthly wages and reflected through the wage records monthly.

(iii) The Member's Contributions shall be paid to the Fund by the Employer within seven (7) days after the end of the month in respect of which the Contributions were made.

Contributions by the Employer

(i) The Employer shall make a monthly Contribution in respect of each Member in its Service at the rate of five point two five (5.25%) percent of the Member's Fund Salary, to be allocated in terms of the Rules.

(ii) Contributions by the Employer must be paid to the Fund within seven (7) days after the end of the month in respect of which the Contributions were made.

(iii) Every Employer shall forward monthly to the Administrator a schedule of the total Members' and Employer's Contributions for the relevant month, so as to reach the office of the Administrator not later than the 15th day of the month following that in respect of which deductions were made.

Administration of the Fund

The Fund shall be managed by the Board and administered by the Administrator who shall administer the Fund on the instructions of the Board.

The Board may delegate such functions as the Administrators agree to perform in respect of the Fund.

A copy of the Rules and any amendment thereto shall be available for inspection by any employer or employee at the office of the Administrator.

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7248 **20 March 2026**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF PERIOD OF OPERATION OF THE COLLECTIVE BARGAINING LEVY AGREEMENT

I, **STEPHEN DAVID RATHAI**, Director: Collective Bargaining, duly authorized by the Minister of Employment and Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, declare the provisions of Government Notice No. R. 3422 of 19 May 2025 to be effective from 1 June 2026 and the period ending 31 May 2029.

DIRECTOR: COLLECTIVE BARGAINING

DATE: 11/2/2026

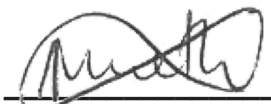
DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7249 **20 March 2026**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY: EXTENSION TO NON-PARTIES OF THE FAST-MOVING CONSUMER GOODS SECTOR (FMCG) COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Chemical Industry,** 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 a period ending 30 June 2027.



MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 12 March 2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R. …… **USUKU: ……..……**

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BE NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY

UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI BEZOMKHAKHA WE FAST-MOVING CONSUMER GOODS SECTOR (FMCG) SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) sifundwa Kanye nesigaba 32(5) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **kwi National Bargaining Council for the Chemical Industry,** 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 30 kuNhlangulana 2027.

NKOSIKAZI N METH, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 12 March 2026

FAST-MOVING CONSUMER GOODS SECTOR

COLLECTIVE AGREEMENT

Between

CHEMICAL, ENERGY, PAPER, PRINTING, WOOD AND ALLIED WORKERS UNION (CEPPWAWU)

GENERAL INDUSTRIES WORKERS UNION OF SOUTH AFRICA (GIWUSA)

SOLIDARITY

(hereinafter referred to as "Unions")

and

NATIONAL FAST MOVING CONSUMER GOODS EMPLOYERS ASSOCIATION (FMCG)

(hereinafter referred to as "employers")

FOR THE PERIOD 1 JULY TO 30 JUNE 2027

DS RM

S.G.T. CP

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CHAPTER 1

1. SCOPE OF AGREEMENT

The manufacturer of all Fast- Moving Consumer Goods based on general household and personal care products, including soap in any form; synthetic detergents, shampoos, and shaving products; cleansers; washing and scouring powders and similar cleaning preparations; air fresheners; and insecticides for domestic use; household pesticides and disinfectants; cosmetics; fragrances; deodorants; lotions; hairdressing; toothpaste and other toilet preparations, and all operations incidental to these activities.

2. EFFECTIVE DATE(S) AND DURATION

Substantive terms and conditions envisaged in this two-year Agreement shall be effective from 1 July 2025 and remain in force until 30 of June 2027 for the parties to the Collective Agreement and on the date as determined by the Minister of Employment and Labour for the non-parties to the Collective agreement and shall remain in force until 30 June 2027.

3. TERMS

3.1 This Agreement will be applicable to all employees in the Bargaining Unit as defined in existing Agreements between employers and the unions at company level.

3.2 Existing employment terms and conditions not referred to in this agreement will remain status quo. Any existing condition, which is more favourable than the conditions contained within this agreement, will remain in force at company level.

3.3 The terms of this agreement are full and final settlement of substantive wages and conditions of employment as tabled and negotiated for the period 2025/2027 between the unions and participating employers, and on the date as determined by the Minister of Employment and Labour for the non-parties to the Collective Agreement and shall remain in force until 30 June 2027.

4. DEFINITIONS

Any reference in this Agreement to the Republic of South Africa shall be deemed to be those areas and/or Provinces as they existed immediately after the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993). Any expression used in this Agreement that is defined in the Labour Relations Act, as amended, shall have the same meaning in that Act, and any reference to an Act shall include any amendments to such Act; further unless inconsistent with the context – 'Act' means the Labour Relations Act (as Amended). The definitions as listed in Section 213 of the Act must read as incorporated herein.

'Council' means the National Bargaining Council for the Chemical Industry;

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'employee' means an employee whose minimum wage of pay or activity is scheduled in this Agreement or an employee under exemption from this Agreement or under conditions determined by the Council;

'employer' means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business;

'law' includes Common law;

'Fast Moving Consumer Goods Sector' as defined in the certificate of registration of the NBCCI
'Substantive agreement' means this agreement

'Basic Conditions of Employment Act' means the Basic Conditions of Employment Act 75 of 1997

'Labour Relations Act' means the Labour Relations Act 66 of 1995;

'Minister' means the Minister of Employment and Labour

5. PEACE OBLIGATION

Neither party to this Agreement shall engage in any form of Industrial action against the other party regarding any disagreement on wages and other substantive conditions of employment which are covered by the current Substantive Agreement for the period between 1 July 2025 and 30 June 2027 for parties to the Collective Agreement and on the date as determined by the Minister of Employment and Labour for the non-parties to the Collective agreement and shall remain in force until 30 June 2027.

CHAPTER 2

6. WAGES

6.1 GENERAL INCREASE IN BASIC WAGES

The parties agree to an across-the-board increase of 5.50% on current basic wages with effect from 1 July 2025 to 30 June 2026 (one year) for the parties to the Collective Agreement and on the date as determined by the Minister of Employment and Labour for the non-parties to the Collective agreement and shall remain in force until 30 June 2026.

For (year two) 1 July 2026 to 30 June 2027 for parties to the Collective Agreement and on the date as determined by the Minister of Employment and Labour for the non-parties to the

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Collective Agreement and shall remain in force until 30 June 2027, the increase will be 6.00% across the board.

6.2 MINIMUM MONTHLY BASIC WAGE

The current minimum wage of R9 496.14 (nine thousand four hundred and ninety six rand and fourteen cents) will be increased with effect from 1 July 2025 to R10 018.43 (ten thousand and eighteen rand and forty cents) and will remain in force till 30 June 2026 for the parties to the collective agreement and on the date as determined by the Minister on Employment and Labour for the non-parties to the collective agreement and shall remain in force until 30 June 2024

For the period 1 July 2026 to 30 June 2027, the minimum wage of R10 018.43 (ten thousand and eighteen rand and forty-three cents) will be increased by 6.00% for the parties to the collective agreement and on the date as determined by the Minister on Employment and Labour for the non-parties to the collective agreement and shall remain in force until 30 June 2027

6.3 ENTRY LEVEL WAGE

The entry-level wage for new permanent employees will be at the actual company minimum applicable to the grade/category for the job.

However, this may be reduced by an agreement concluded at plant level between the employer and respective trade union(s) on condition, firstly, that the company undertakes not to resort to the use of labour brokers for those jobs and for the duration of the agreement. Secondly, the negotiated entry-level wage will not be lower than the agreed sector minimum wage.

In the event that the parties fail to reach an agreement, the status quo, i.e. that the entry-level wage will remain at the actual company minimum, will continue to apply.

7. HOURS OF WORK

The normal hours per week will be 40 hours for all employees who are employed by the employers' party and non-party to this agreement. Tea breaks are included in the 40-hour week, and lunch times are excluded from the 40-hour week.

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The Parties agree that no unilateral decision will be taken by employers in respect of averaging hours of work without negotiations with the unions. Existing shift patterns and specific working arrangements will continue to apply.

8. ANNUAL BONUS

A thirteenth cheque (4.33 times the basic weekly rate) is agreed upon. Pro-rata bonuses will be paid on termination of contracts for retrenchment, ill health, retirement, and death in service.

CHAPTER 3

9. ANNUAL LEAVE

No employee shall receive less than 15 days per annum leave. Additional leave will be granted on the following basis:

- 5-day week employee in the 6th year of service or more will receive 15 days with an extra 2 days leave.
- 6 day week employees in the 6th year of service or more will receive 18 days with an extra 2 days leave.

Where companies have service-related benefits in respect of additional leave, such will continue to apply.

10. SICK LEAVE

10.1 Sick Leave:

Sick leave will be granted as per the Basic Conditions of Employment Act, 1997 or as amended in the future.

10.2 Prolonged Sick Leave and Traditional Healers:

Employers agree in principle to consider sympathetically, payment for extended sick leave. Each application will be considered on its merits and requires a medical certificate. A shop steward should assist an employee in this regard.

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11. MATERNITY LEAVE

Female employees covered by this Agreement will be entitled to 6 (six) months off work for the reasons of maternity. Maternity leave will be paid at 35% (thirty-five percent) of the basic rate of pay for the period of 4 (four) months and at 40% (forty percent) for the 5th and 6th months. However, maternity leave will not impact on the annual bonus (13th cheque). Employees will be entitled to a full bonus in the year(s) maternity leave is taken.

Should an employee suffer a miscarriage or stillborn child up to 6 weeks leave will be granted of which a maximum of one (1) month's sick leave will be paid. Such leave will not be deducted from normal sick leave benefits. A medical certificate will be required.

Female employees proceeding on maternity leave will be guaranteed the same type of job on the same terms and conditions as before the leave.

Females who are entitled to a period of maternity leave will be granted three days of special leave for antenatal check-ups before going on maternity leave.

This leave may be taken as a portion of a day and proof of the visit to the doctor or clinic must be provided.

HR will assist employees with their UIF claims from the Department of Labour.

12. CHILD CARE LEAVE

Childcare leave of 3 (three) days per annum (separate from Paternity Leave) will be granted for the illness of a child but on condition that it is not taken together with Paternity Leave. This means that if a parent takes paternity leave for the birth of his child he cannot immediately after the paternity leave take child care leave. Child care leave may however be taken at a later stage if that child, or another one, is sick and needs the care or attention of the parent (up to a maximum of three days per annum).

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13. PATERNITY LEAVE

Paternity leave of 10 (ten) days per occasion will be granted of which 3 (three) days will be paid following a legitimate application from an employee in respect of the birth of a biological child. A certificate in this regard may be submitted following the application and within a reasonable period.

14. COMPASSIONATE LEAVE

Compassionate leave of 5 (five) days per occasion will apply following a legitimate application from the employee. Such leave will only be granted in the event of the death of parents, spouses, children, legally adopted children, brothers and sisters or fathers and mothers-in-law, adoptive parents and grandparents.

15. STUDY LEAVE

Study leave of 1 (one) day per subject plus 1 (one) day per examination written to a maximum of six days per annum. Prior approval of subjects/courses must be obtained from the employer.

16. SPECIAL LEAVE FOR SHOP STEWARDS

Shop stewards will be entitled to 5 (five) days of special leave per shop steward per annum. This leave is not to be pooled or accumulated.

The minimum of 5 days for shop steward's leave will exclude days when a shop steward is an official of a committee of the CCMA, NBCCI, CHIETA, and the provident fund. The relevant union official should formally inform the company of the request to attend to committee duties and time-off should be approved by the company.

17. DISASTER LEAVE

A disaster is defined as a sudden, abrupt or unpredictable circumstance which causes human, material, economic or environmental losses, exceeding the ability of the affected employees to cope with them i.e. floods, storms, lightening and fire.

Employees affected within the agreed definition shall inform their employers of their predicament and request time off. Such request for the time off shall not be unreasonably withheld by the

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employer. Employees dissatisfied in this regard shall be dealt with in terms of the grievance procedure.

18. PUBLIC HOLIDAYS

Employees will be entitled to those public holidays covered by the Public Holidays Act, and payment for work on those days will be as per the Basic Conditions of Employment Act, 1997.

CHAPTER 4

19. PATH TO ZERO HARM

Parties agree to refer this item to a task team with clear terms of reference and specific timelines.

20. JUST TRANSITION

Parties agree to refer this item to a task team with clear terms of reference and specific timelines.

CHAPTER 5

21. SECTOR JOB GRADING

The issue to be referred to the Bargaining Council

CHAPTER 6

22. JOB SECURITY/LABOUR BROKERS

Parties and non-parties to comply fully with Section 198 of the LRA

23. THE SETTING OF AN UNEMPLOYMENT FUND

Referred to the National Negotiating Committee of the NBCCI

CHAPTER 7

24. SHIFT ALLOWANCE

Employees shall be paid a non-pensionable shift allowance equivalent to 11% of the employee's basic salary. Shift allowance calculations will be based on the basic rate of pay applicable to the employee concerned, will be non-pensionable and will be effective from 1 July 2025 for parties to the agreement and on the date determined by the Minister of Employment and Labour for non-parties.

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CHAPTER 8

25. PLEDGE TOWARDS EXTENDING AGREEMENT TO NON-PARTIES

The parties commit to support the extension of substantive agreements to non-parties

CHAPTER 9

26. AGENTS

26.1 The Council shall appoint one or more specified persons as Agents to assist in giving effect to the terms of this Agreement. For the purpose of enforcing or monitoring compliance with this agreement, as the case may be, an Agent of the Council shall have the right to enter and inspect the premises, examine records, and question the employer and/or his employees in any manner that he deems appropriate: Provided that such rights be exercised only as is reasonably required for the purpose of enforcement of, or monitoring compliance with the Agreement.

26.2 After each inspection of an employer's records and operations the agent shall prepare a report for the attention of the employer, worker representatives, and, in the case of an individual complainant, the complainant concerned, confirming the date and time of the inspection and, if any contraventions of the Agreement were identified, a summary of the contraventions and the action that management is required to take to rectify the contraventions. Any disclosure of information shall comply with the provisions of the Act.

CHAPTER 10

27. INCOME AND EXPENSES OF THE COUNCIL

27.1 For the purposes of meeting the expenses of the Council, every employer shall deduct from the wages of each employee.

27.2 Employees who fall within the Bargaining unit shall contribute an amount prescribed by the Council and the employees falling outside the Bargaining unit shall contribute an amount prescribed by the Council, respectively.

27.3 Such levies shall be increased, subject to the approval of the Council's Annual General Meeting.

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Every employer shall contribute the funds of the Council-

An amount prescribed by the Council for each employee who falls within the Bargaining unit, and an amount prescribed by the Councill for employees who fall outside the Bargaining unit.

The total amount deducted in terms of subclauses above from the wages of employees together with the amounts to be contributed by the employer in terms of subclause above shall be payable monthly by the employer to the Council's Finance Department at no later than the 7th day of the month succeeding the month during which the deductions and contributions were made or were required to be made, together with the proof of payment and schedules incorporating the total number of employees and total levies remitted.

28. DEFAULT PAYMENTS

26.1 In an event that an employer pays levies that are due to the Council in terms of this Substantive Agreement, in any manner other than cash, and such levy contributions are dishonoured for any reason whatsoever, then in such an event, a penalty fee shall be imposed on the employer, the penalty fee shall be equal to 3.5%.

Any penalty fee plus the full amount originally due, shall be payable to the Council.

26.2 If it becomes necessary for the Council to institute legal action in a court of law for the recovery of any levies due but not paid after having been requested in any way whatsoever, then the debtor shall be liable for all legal expenses incurred by the Council in the means of recovering the levies due.

This includes attorney fees, an arbitrator, or a collections agency having been instructed by the Council to collect the levies.

Headings in the Agreement are for the convenience of the parties and are not to be considered in interpreting the document.

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Signed at Johannesburg this_____ day of_____2025

For CEPPWAWU

Witness

For GIWUSA

Witness

For SOLIDARITY

DocuSigned by:
Riyaad Mohamed
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Witness

For FMCG Employers

Witness

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NBCCI'S EXEMPTION POLICY AND PROCEDURE

EXEMPTIONS POLICY AND PROCEDURE

INTRODUCTION:

1. The issue of exemptions is dealt with in Clause 16 of the Council's Constitution. It requires the establishment of a National Exemptions Committee and an Independent Appeals Committee.

   The Constitution requires that the National Exemptions Committee and Independent Appeals Committee must determine its composition and powers and establish its own procedures and criteria to be considered in dealing with applications for exemption and for conducting its business.

   Applications for exemption by both parties and non-parties must be made to the Council. Employers seeking exemption from the conditions of any collective agreement and/or any conditions agreed to previously through centralised bargaining between the parties should do so according to this procedure.

2. The procedures and criteria set out hereinafter shall apply to any party to a collective agreement as well as non-parties to whom any collective agreement concluded in the Council has been extended in terms of Section 32 of the LRA.

   It is the stated view of the Council that all applications for exemption must be completed within 30 days from the date of the application for exemption and all appeals to the Independent Appeals Committee within 30 days from the date of the appeal.

   The Exemptions Committee or the Independent Appeals Committee may, in its sole discretion, extend the completion date of an application for an exemption or an appeal for an additional 30 days where circumstances require such extension.

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PRE & POST COUNCIL PROCEDURE

CONSULTATION

1 Any application for exemption from any provision/s of a collective agreement concluded under the auspices of the Council must be preceded by consultations between the relevant employers and employees potentially affected by the exemption at which:

1.1 The merits of the application and any impact that it will have on affected employees have been discussed and considered, and

1.2 There has been full disclosure to each other of all information relevant to the consideration of the exemption application.

2 The following provisions will apply to consultations:

2.1 Each employer must hold such consultations with the trade union representative(s) of the affected employees.

2.2 If an employer reasonably believes that the affected employees are not trade union members, or where the relevant trade union representatives do not avail themselves for such consultations after a reasonable number of proven and recorded attempts by the employer, the employer must consult the affected employees themselves.

2.3 The affected employees, or groups of such employees, may act through a nominated representative that they have elected, amongst themselves, to represent them.

Once they have informed the employer of such a representative, the employer must, regarding such employees, consult such representative in preference to the trade union to which they belong.

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2.4 The above consultations may be facilitated by a member of the National Exemptions Committee with the proviso that all the parties involved in the consultation process consent to such facilitation. The member of the National Exemptions Committee who conducted the facilitation may not chair or be part of any panel appointed to arbitrate an application for exemption or an appeal that follows from his/her facilitation.

2.5 A request for facilitation must be made in writing on the Application for Exemption Form in the relevant section provided. (See Annexure A)

3 The party seeking an exemption from the Council must, commencing at least immediately before the application is made to the Council, display a copy of the application in a conspicuous place in the workplace(s) where the affected employees normally report for service and ensure that it remains displayed until the exemption license has either been granted in terms of these procedures, the application has been withdrawn, or the application has been dismissed by the National Exemptions Committee.

4 Any application for exemption must be in writing and on the appropriate application form, which can be obtained from the Council.

TIMELINES AND CONDONATION

5 Any party who wishes to apply for an exemption in terms of this policy must do so within a reasonable time, not exceeding 60 days from the date that the original agreement was signed.

6 Where addendums to any collective agreements were signed, the application for an exemption must also be made within a reasonable time not exceeding 60 days from the date of signature of any addendum.

7 In the case of a non-party, the party who seeks to apply for an exemption must apply no later than 10 days from the date of the Government Gazette wherein the collective agreement was made applicable to non-parties.

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10. Any party who does not comply with the above timelines must submit an application for condonation with its exemption application.

INFORMATION TO BE DISCLOSED

11. The evidence required will include:

11.1 All information as required in the attached questionnaire (Annexure A)

11.2 The relevant steps taken by the employer to comply with the agreement(s) that it now seeks to be exempted from before making a decision to apply for an exemption.

12. In considering an application for exemption, the National Exemptions Committee shall take into account all relevant factors, including those detailed herein.

13. Other criteria that the National Exemptions Committee will consider may include:

13.1 The past records (if applicable) of compliance by the applying party with the provisions of the Council's Collective Agreements and Exemptions Certificates;

13.2 Any special circumstances which might exist;

13.3 Any precedent that might be set by granting/not granting the application;

13.4 The interest of the industry as regards:

(i) Unfair competition;
(ii) Collective Bargaining;
(iii) Potential labour unrest;
(iii) Increased employment/unemployment;
(v) Any other aspect that the National Exemptions Committee deems relevant and after having invited the parties' representations thereon.

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13.5 The interest of employees as regards;

(i) Exploitation;
(ii) Job Preservation;
(iii) Conditions of employment;
(iv) Possible financial benefits;
(v) Health and safety;
(vi) Infringements of basic rights;
(vii) Any other aspect that the National Exemptions Committee deems relevant after having invited the parties' representations.

13.6 The interest of the employer as regards;

- Financial stability;
- Impact on productivity;
- Future relationship with employees' trade unions;
- Operational Requirements;
- The SMME Status will be considered in line with Annexure C
- Any other aspect that the National Exemptions Committee deems relevant after inviting the comments of all interested parties.

14. All applications considered by the National Exemptions Committee will only be based on the written submissions, accompanying supporting documents and arguments presented by the party seeking the exemption and the written submissions, supporting documents and arguments of the parties opposing the exemption application.

The application will be considered and determined in a manner that is fair and transparent. The following times will apply in respect of an application for an exemption:

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14.1 Any party seeking to oppose the application for exemption must, within 10 days from the date of the exemption application, file their respective responses to the General Secretary of the Council;

14.2 The party that has applied for the exemption may reply to the opposing representations within 5 days from receipt of the opposing statements;

14.3 The parties may thereafter submit their written arguments to the General Secretary, who will determine a date for the arbitration.

15. Any exemption granted to a party by the National Exemptions Committee (with the exception of the application made by the Company for the SMME status) shall only be in force for a period of one year or for a shorter period as determined by the National Exemptions Committee.

Upon the expiry of the exemption certificate, the employer must implement and uphold the collective agreement from which it received an exemption on the terms and conditions in force at the time of the expiry of the exemption certificate.

16. The National Exemptions Committee may, in its sole discretion and in exceptional circumstances, call for the hearing of oral and additional evidence where such evidence is deemed essential to assist it in determining the application.

17. The National Exemptions Committee shall submit its written findings, with brief reasons, to the General Secretary for transmission to the parties involved.

18. Once the General Secretary has received the decision of the National Exemptions Committee in terms of this procedure, s/he shall:

18.1 Issue an exemption certificate or vary a certificate already issued or

18.2 Transmit any other decision of the National Exemptions Committee to the parties to the exemptions dispute as directed by the National Exemptions Committee.

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18.3 The National Exemptions Committee must make its decision within 14 days of having concluded the matter unless permission is granted by the General Secretary for a longer period. In such a case, the affected parties must be notified.

HOW TO FILE AN APPLICATION FOR EXEMPTION WITH THE COUNCIL

19. All applications must be submitted in writing to the General Secretary.

20. Any employer seeking an exemption must apply to the Council. Copies of the application must be served on all trade unions in the industry whose members may potentially be affected by the application. All applications must be signed by an authorized company representative.

21. The application must specify the provisions of the collective agreement in respect of which the exemption is sought and the reasons why it is sought. Details of the employees in respect of whom the exemption is sought, either by name or by way of a clear description of the category of employees and an introduction of how many employees fall within that category.

INDEPENDENT APPEALS COMMITTEE

22. In terms of Section 32(3)(e) of the LRA, the Council hereby establishes an independent body, to be known as the Independent Appeals Committee, to consider appeals from parties and non-parties against a decision by the National Exemptions Committee of a party's or non- party's application for exemption from the provisions of a published collective agreement.

23. The Independent Appeals Committee shall consist of such members as the Council determines, with the understanding that the Council may, at its discretion, appoint a single member to chair specific appeals. The Independent Appeals Committee may also co-opt an auditor, who shall only serve in an advisory capacity, where necessary, to assist with financial matters.

24. The following provisions shall apply to the Independent Appeals Committee:

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24.1 Any party or non-party may lodge an appeal with the Independent Appeals Committee against the decision of the Exemptions Committee to refuse to grant an application for an exemption from the provisions of a published collective agreement in which event the following procedure shall apply:

24.2 An appeal shall be in writing and shall be addressed to the General Secretary of the Council for consideration by the Independent Appeals Committee. All appeals will be considered on the written application, the written submissions and arguments of those who seek the exemption as well as those who oppose it. The independent Appeals Committee may deal with an appeal in any manner that it deems prudent, provided that it acts in a manner that is fair and transparent.

24.3 All appeals lodged by parties or non-parties shall be considered by the Independent Appeals Committee with due regard to the Appeal criteria set out in Clause 16 of the Council's constitution as well as the factors detailed below.

24.4 All appeals to the Independent Committee shall be fully substantiated or motivated in writing by the applicant and shall include the following details:

(i) The period for which the exemption is required;

(ii) The Agreement and clauses or sub-clauses of the Agreement from which exemption is required;

(iii) Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives, and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.

25. The Independent Appeals Committee may, having regard to the individual merits of each appeal, grant or refuse the appeal if -

25.1 It does not undermine the Agreement;

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25.2 It is fair to the employer or his employees and other employers and employees in the Industry.

26. The Independent Appeals Committee shall deal with all appeals within 30 days of the date on which the appeal was submitted. The Independent Appeals Committee may, however, defer a decision to a following meeting if additional motivation, substantiation or information is considered necessary to make a decision on the appeal.

27. Once the Independent Appeals Committee has granted an exemption, the Council must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.

28. When the Independent Appeals Committee dismisses an appeal or a part of an appeal for exemption, it shall advise the applicant(s) within 14 days of the date of such decision.

EXEMPTION CRITERIA

29. The Independent Appeals Committee must consider, apart from the factors referred to in Clause 16 of the Council's Constitution, all appeals with reference, amongst others, to the following criteria:

29.1 The written substantiation and motivation submitted by the applicant;

29.2 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;

29.3 The scope of exemption required;

29.4 The infringement of basic conditions of employment rights;

29.5 Consider whether a competitive advantage is not created by the exemption;

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29.6 the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible bona fide benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;

29.7 The extent to which the proposed exemption undermines collective bargaining and labour peace in the Industry;

29.8 Any existing special economic or other circumstances which warrant the granting of the exemption;

29.9 The recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy;

29.10 Any recommendation from the Council; and

29.11 Any other matter that the Independent Appeals Committee deems prudent after having invited the comments of the parties involved in the dispute.

QUESTIONNAIRE: ANNEXURE A

PART 1 – COMPANY DETAILS

1. The following is required:

(i) The name of the company applying for exemption;
(ii) The Industry Sector;
(iii) The address of the Company. Provide all details if more than one establishment/workplace is affected by the exemption application;
(iv) Contact Person (Provide Contact Details);
(v) Name of Employer Organisation (Provide Contact Details).

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PART 2 – LABOUR DETAILS

(i) The company's total headcount;

(ii) The total number of employees affected by the exemption application. Provide details of employment categories, union affiliation and numbers;

(iii) Names of Trade Unions with affected employees as members. Provide contact names and contact details specifying designation, i.e. trade union official or trade union representative;

(iv) Nominated representatives in respect of non-unionised affected employees. Provide contact names and contact details and the job categories the nominated representatives are representing.

PART 3 – EXEMPTION DETAILS

(i) What is the exemption being applied for? Provide details of all clauses of the collective agreement in question from which exemption is sought.

(ii) Has the Company, in the past 12 months, applied for exemption? If yes, provide details and the outcome.

(iii) Has the Company, in the past 12 months, instituted short time, lay off and/or retrenchment? If yes, provide details, including dates and numbers of employees affected.

(iv) What are the estimated savings to the Company if this application for exemption was granted? Quantify the savings anticipated by the Company.

(v) What is the proposed duration of the exemption if granted? Specify whether the application is for a permanent exemption from a particular requirement of the collective agreement in question or is an application to defer implementation to a later date and, if so, specify the date.

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PART 4 – FINANCIAL INFORMATION

2. A party seeking an exemption must attach the most recent audited financial statements for the financial year prior to the date of the application, together with management accounts (income statements) for at least six months immediately prior to the date of the application.

   In respect of exemption applications in respect of parts of a Group where audited financial statements do not reflect the financial circumstances of the establishment/workplace in question and/or where inter-company trading takes place at a substantial level, additional relevant information should be included.

3. The Council may, at its discretion, call on the party seeking the exemption to provide such other information to the Council where the Council deems such information relevant for purposes of determining the merits of the application.

PART 5 – MOTIVATION

4. The party seeking an exemption must attach a detailed explanation of the difficulties being faced, including additional financial information where necessary to provide proof of the circumstances that motivated the exemption. Included therein must be an explanation of all alternatives the employer has pursued in making savings prior to this application and documentary evidence, where necessary, of the employer's policy in respect of dividends to shareholders and remuneration in respect of employees not subject to the collective agreement in question.

PART 6 – CONSULTATION

5. Attach documentary evidence that will prove that all interested parties have been served with a copy of the exemption application together with relevant attachments and that all interested parties have been invited to consult in accordance with the Council's Exemption Procedure.

   A record of such consultation plus its outcomes must be annexed to the application for exemption and must be countersigned by the parties to the consultation for purposes of authenticity.

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The refusal of any party to a consultation to countersign such record will not render any application flowing from such consultation improper, nor will it prevent the Council's structures to determine the matter.

6. Specify whether or not the company requests the Council to appoint a Facilitator to assist the parties with the required consultative process.\

ANNEXURE B

COMPOSITION AND ACTIVITIES: NATIONAL EXEMPTIONS COMMITTEE/INDEPENDENT APPEALS COMMITTEE

PURPOSE

1. The purpose of this document is to detail the procedures governing the National Exemptions Committee/Independent Appeals Committee, as established and governed by Clause 16 of the Council's Constitution, and to ensure that they operate in an orderly and transparent manner.

COMPOSITION OF THE EXEMPTIONS COMMITTEE/APPEALS COMMITTEE

2. The Council must appoint the members of the National Exemptions Committee/Independent Appeals Committee on such terms and conditions as it deems fit. It will be within the sole discretion of the Council to appoint any number of members to chair applications for each exemption application/appeal. The appointment of a single member is sufficient to constitute a National Exemptions Committee/Independent Appeals Committee.

3. The National Exemptions Committee/Independent Appeals Committee must co-opt any suitably qualified auditor/accountant to advise it on financial matters. The person so co-opted will not have any decision-making power.

4. The National Exemptions Committee/Independent Appeal Committee members hold office until either:

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4.1 They resign on three months' notice to the Council, or

4.2 The Council resolves to terminate their membership of the entity that they serve on.

5. Members appointed to the Exemptions Committee/Appeals Committee must:

5.1 Be independent, impartial and perform the functions of the office in good faith, and

5.2 Recuse themselves from any matter if they have any conflict of interest in either the subject matter of the exemption application or in respect of the parties involved in the dispute.

6. Should any member of a National Exemptions Committee/Independent Appeals Committee become unable to continue with any process, for whatever reason, any proceedings held up to that stage shall be suspended until it is determined whether or not that member is able to continue with the proceedings or not. If that member is unable to continue, whatever the reason, the proceedings will be adjourned, and a new panel will be constituted. In such a case, the matter will commence afresh in front of the newly constituted panel. With the consent of the newly constituted panel, the parties may agree on how to present the evidence that was presented in the suspended proceedings.

DECISIONS OF THE EXEMPTIONS COMMITTEE/APPEALS COMMITTEE

7. A decision agreed upon and confirmed in writing by the majority of the National Exemptions Committee/Independent Appeals Committee, where applicable, is a decision of the Committee.

8. Proceedings of the meetings of the National Exemptions Committee/Independent Appeals Committee shall be recorded and, where necessary, minuted by the Council secretariat. Parties may keep their own recordings.

9. The Independent Appeals Committee shall have the powers to:

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9.1 Grant a full or partial exemption or reject an application for exemption; and

9.2 Approve interim orders in circumstances where this will not affect the final outcome.

MEETINGS OF THE NATIONAL EXEMPTIONS COMMITTEE/INDEPENDENT APPEALS COMMITTEE

10. The Independent Exemptions Committee/Independent Appeals Committee must meet when requested to do so by the Council.

11. If a meeting of the National Exemptions Committee/Independent Appeals Committee does not finalise an application for exemption or an appeal, as the case may be, the meeting may be rescheduled for continuance at a date and time to be agreed upon by the National Exemptions Committee/Independent Appeals Committee.

FINDING AND REASONS FOR DECISION

12. Within two weeks of a meeting of the National Exemptions Committee/Independent Appeals Committee where an exemption application/appeal has been considered, the National Exemptions Committee/Independent Appeals Committee must provide the Council with a written decision and brief reasons for the decision.

13. The Council must circulate the National Exemptions Committee's/Independent Appeals Committee's decision and reasons to all interested parties

CRITERIA FOR SMALL BUSINESS EXEMPTIONS POLICY

14. Exemptions in this category will be granted for a period not exceeding 3 years.

Exemptions shall be in respect of the wage increase or in respect of specified clauses of the agreement.

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15. The Council will consider applications on merit, guided by current South African legal guidelines on the definition of SMME'S's and the application of these definitions amongst different sectors, taking into account one or more of the following factors:-

15.1 That the business is not the subsidiary of another company;

15.2 Its employment numbers keep it within the definition of an SMME'S, within the bargaining unit, in terms of the legal framework of the definition of an SMME'S;

15.3 It is able to show that such an exemption will enable it to retain existing jobs or create additional jobs in the firm. This particular factor must be covered in the motivation;

15.4 The financial situation of the company.

PROCEDURE TO BE FOLLOWED TO CONSIDER THE APPLICATION

16. Application for Exemptions by SMME'S will be filed by the Company within 10 days of the Company having been declared an SMME.

17. The application will be considered by the SMME Advisory Panel within 10 days from the date on which the application was filed with the Council.

18. The SMME Advisory Panel shall issue the outcome within 7 days from the date of the sitting.

FACTS TO BE CONSIDERED IN DETERMINING THE APPLICATION

19. The Company making the Application must comply with Annexure A.

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COMPOSITION OF THE EXEMPTIONS COMMITTEE FOR SMALL BUSINESS APPLICATIONS

20. Application for Exemptions by SMME shall be considered by the SMME Advisory Panel comprising an equal number of representatives (two per side) from the Employers and Trade Unions and an Accountant/External Auditor.

21. The General Secretary shall chair the Advisory Panel. In the event the chairperson is not available, then the Committee will elect someone amongst themselves to chair that specific sitting.

PHASE IN EXEMPTIONS

22. The Council shall, in recognizing the financial constraints faced by SMMEs, grant the SMME a phased-in period of up to 3 years for compliance with the minimum Bargaining Council regulations.

23. SMME'Ss shall use this time to adjust their operations and finances gradually, minimizing disruptions and mitigating financial risks.

24. Application for phase-in exemptions must be accompanied by completion of the standard application for exemption questionnaire and shall be dealt with after giving consideration to the following:-

clear evidence of financial difficulties, including

24.1.1 The latest Audited Financial statements and/or management accounts;

24.1.2 Explanation of the difficulties faced;

24.1.3 Company motivation, business plan and phase-in plan indicating how parity will be achieved.

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25. No Company that has agreed to adopt the phase-in program on a voluntary basis may retrench any worker as a direct result of a phasing-in period of the new wage structure unless such retrenchment is on a voluntary basis or unless there are exceptional circumstances beyond the Employer's control.

AMENDMENT OF THIS POLICY

The amendment of this policy shall be made as and when the need arises, taking into consideration the developments in the law. The amendments will not be binding until such time that they are approved by the Executive Committee and ratified by the Full Council, having gone through the relevant institutional structures.

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7250 **20 March 2026**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR HAIRDRESSING, COSMETOLOGY, BEAUTY AND SKINCARE INDUSTRY: EXTENSION OF PERIOD OF OPERATION OF THE AGENCY SHOP COLLECTIVE AGREEMENT

I, **STEPHEN DAVID RATHAI**, Director: Collective Bargaining, duly authorized by the Minister of Employment and Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 4209 of 22 December 2023 and R. 6884 of 28 November 2026 to be effective from 1 May 2026 and the period ending 28 February 2029.

DIRECTOR: COLLECTIVE BARGAINING

DATE: 11/2/2026

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. R. 7251 **20 March 2026**

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

AMENDMENT AND EXPANSION OF THE BOUNDARIES OF THE DECLARED VAAL TRIANGLE AIR-SHED PRIORITY AREA TO INCLUDE THE WEST RAND DISTRICT MUNICIPALITY AND THE REMAINING AREA OF THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY IN TERMS OF SECTION 18(1) OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: AIR QUALITY ACT 2004, (ACT NO. 39 OF 2004)

I, Willem Abraham Stephanus Aucamp, Minister of Forestry, Fisheries and the Environment, hereby amend and expand the boundaries of the declared Vaal Triangle Air-shed Priority Area to include the West Rand District Municipality and the remaining area of the City of Johannesburg Metropolitan Municipality, in terms of section 18(1) of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004) as set out in the Schedule hereto.

WILLEM ABRAHAM STEPHANUS AUCAMP
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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SCHEDULE

The priority area to be known as the Vaal Triangle Air-Shed Priority Area includes the areas illustrated on the map below:

(1) Free State Province

a. Fezile Dabi District Municipality

i. Metsimaholo Local Municipality

(2) Gauteng Province

a. Sedibeng District Municipality

i. Emfuleni Local Municipality and

ii. Midvaal Local Municipality

b. City of Johannesburg Metropolitan Municipality

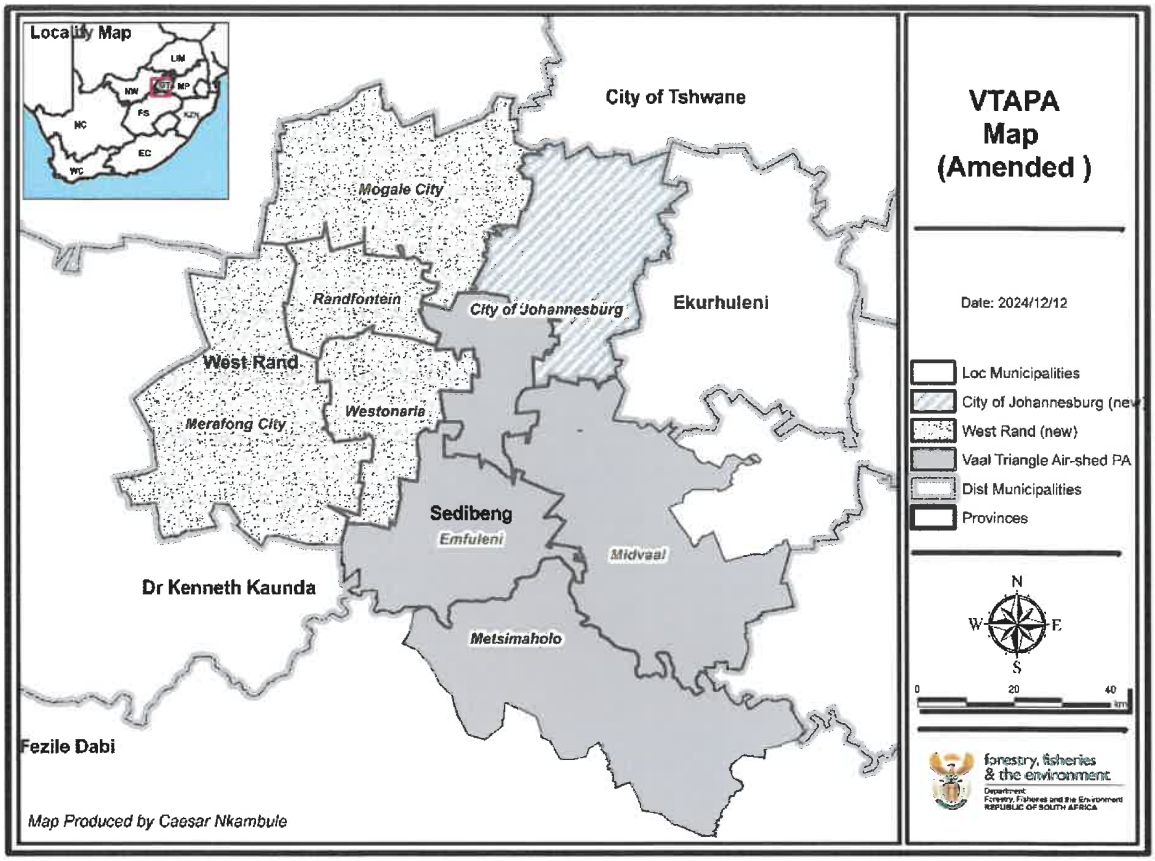
i. All administrative regions

c. West Rand District Municipality

i. Mogale City Local Municipality

ii. Merafong City Local Municipality

iii. Rand West City Local Municipality



Map of the for Vaal Triangle Air-shed Priority Area amended boundaries.

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

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