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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](mailto: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](mailto:@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](http://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](mailto:Annamarie.DuToit@gpw.gov.za)

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

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

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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF EMPLOYMENT AND LABOUR**

NO. R. 3365

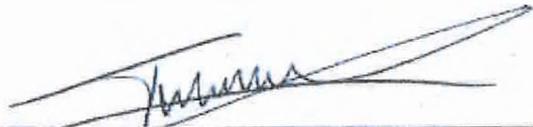
5 May 2023

**COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)****REGULATIONS ON PULMONARY TUBERCULOSIS ASSOCIATED WITH SILICA DUST EXPOSURE  
FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR  
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulations are attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.



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**MR T W NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 03/04/2023

**SCHEDULE A****REGULATIONS ON PULMONARY TUBERCULOSIS ASSOCIATED WITH SILICA DUST EXPOSURE FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993****1. DEFINITION OF REGULATION**

In these regulations, "the regulations" means the regulations relating pulmonary tuberculosis associated with silica dust exposure under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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## 1. DEFINITIONS

**“Culture”** means tissue cells, bacteria in a condition suitable for growth

**“Gen XpertMTB/RIF”** means test for rapid TB diagnosis; it detects mycobacterium tuberculosis and resistance to Rifampicin in less than 2 hours

**“Lung function tests (LFT)”** means several tests used to test the functional ability of the lungs

**“Mycobacterium Tuberculosis”** means a certain type of bacteria

**“Pulmonary Tuberculosis”** means TB affecting the lungs

**“Pulmonary”** means lungs

**“Rifampicin”** means one of the drugs used to treat TB

**“Radiology”** means a science dealing with X-rays and other high energy radiation

**“Pulmonary tuberculosis associated with crystalline silica dust exposure”** means an occupational disease caused by Mycobacterium tuberculosis in employees who have been exposed to crystalline silica dust in the workplace.

## 2. DIAGNOSIS

- (1) The diagnosis of pulmonary tuberculosis shall be made by medical practitioner based on the following:
  - (a) Isolation of Mycobacterium tuberculosis by culture of sputum or body fluids or tissue, or
  - (b) A positive sputum smear and a relevant clinical/ radiological picture, or
  - (c) Two positive sputum smears, or a positive GeneXpert MTB/RIF
  - (d) Three negative sputum smears and a relevant clinical, radiological picture and a response to tuberculosis treatment.
  - (e) If it is impossible to isolate Mycobacterium tuberculosis using microscopy or bacterial culture, other acceptable diagnostic techniques may be used.
- (2) The Medical Officers employed by the Compensation Fund shall determine if diagnosis was made according to acceptable medical standards.
- (3) Pulmonary Tuberculosis associated with crystalline silica dust exposure shall be presumed to be work-related:
  - (a) if the affected employee has silicosis attributable to silica dust exposure (silico-tuberculosis);

- (b) If the affected employee has been exposed to free crystalline silica in the workplace for two years in the absence of radiological evidence of silicosis where silica dust exposure is inherent to his or her work process and or occupation.
- (c) The development of TB must be within 12 months from the last exposure.
- (d) If claimant had 15 years of silica exposure regardless of employment and radiological silicosis.

### **3. IMPAIRMENT**

Pulmonary function impairment shall be determined based on the lung function test done in accordance with the Compensation Funds regulations on Pulmonary Tuberculosis. Impairment as a result of pulmonary TB, or complications arising from anti-TB medication administered to the employee, shall be assessed in accordance with best practices using the latest AMA Guide criteria for rating permanent impairment due to pulmonary dysfunction.

### **4. COMPENSATION BENEFITS**

The compensation benefits payable according to the Act are:

- (1) Payment for temporary total or partial disablement shall be made for as long as such disablement continues, but not of a period exceeding 24 months.
- (2) Permanent disablement shall be assessed, where applicable, and when a final medical report is received. The final medical report and lung function test must be submitted at least 6 months and no later than 12 months after completion of treatment of tuberculosis or sooner if the treating medical practitioner considers no further improvement is anticipated. If the first lung function test post 6 months is abnormal, second LFT after 12 months of treatment will be used to determine permanent disablement.
- (3) If total impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act.
- (4) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act.

### **5. MEDICAL COSTS**

- (1) Medical costs shall be provided for a period of not more than 24 months from the date of diagnosis or longer, if in the opinion of the Commissioner, further medical costs will reduce the degree of the disablement.

- (2) Medical costs shall cover diagnosis of pulmonary tuberculosis associated with silica dust exposure and any necessary treatment provided by any healthcare provider.
- (3) The Commissioner shall decide on the need for, the nature and sufficiency of medical costs to be supplied.

## **7. DEATH BENEFITS**

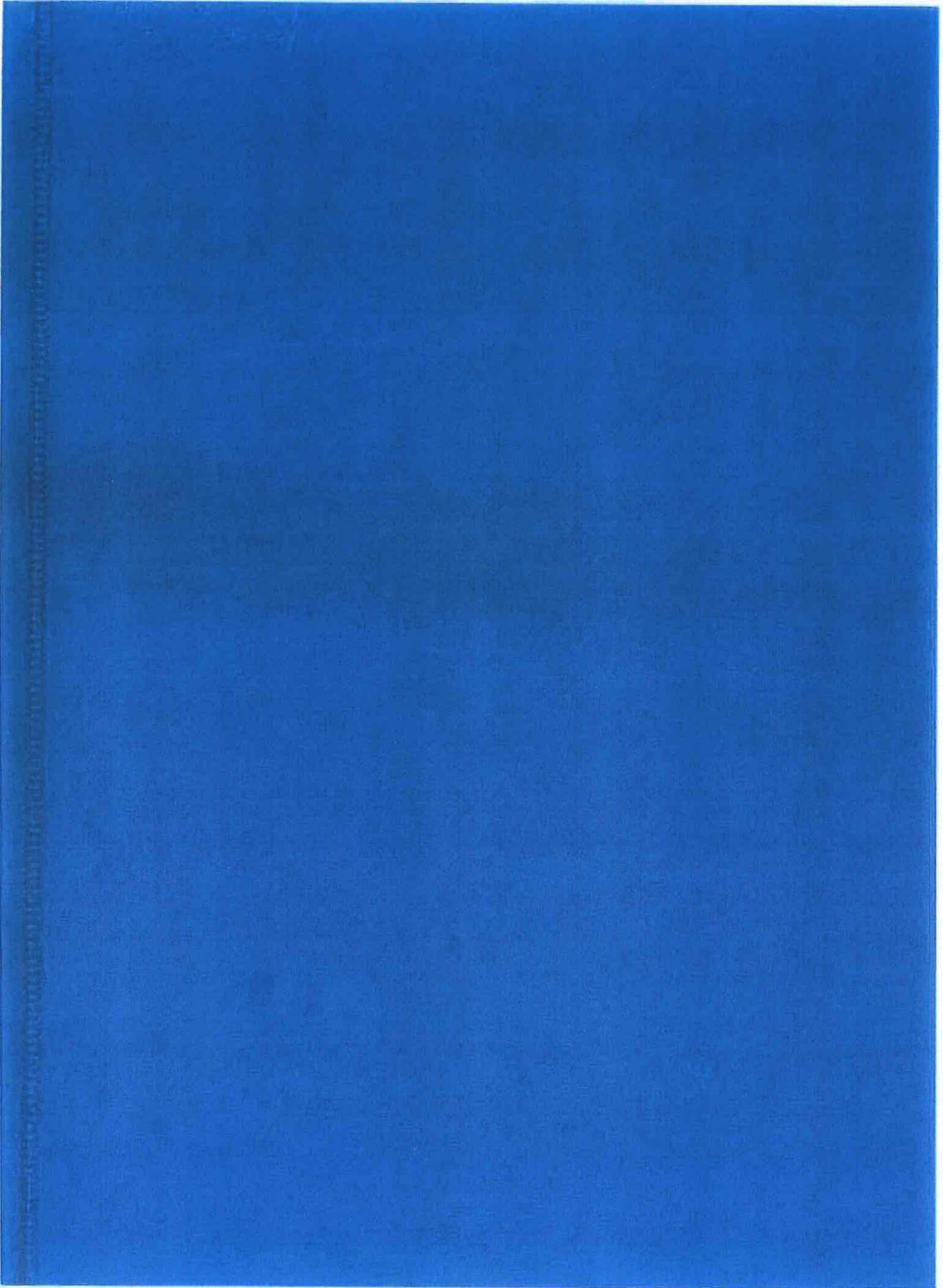
Death benefits payable are:

- (1) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and
- (2) Widow's and dependent's pensions shall be payable, where applicable, if the employee dies as a result of occupational tuberculosis related to silica exposure.

## **7. REPORTING**

The following documentation must be submitted to the compensation commissioner or the employer or Individually liable or the licensee concerned:

- (a) Employer's report of an Occupational Disease (W.CL.1).
- (b) Notice of Occupational Diseases and claim for compensation (W.C. L14)
- (c) An affidavit by the employee (W.CL.305) if an employer cannot be traced or the employer fails to timeously submit Employer's report of an Occupational Disease (W.CL.1).
- (d) Exposure history (W.CL.110) - there should be a clear history of occupational exposure or an appropriate employment history and risk assessments or results of environmental hygiene assessments.
- (e) First Medical Report detailing the employee's occupational disease (W.CL.22)
- (f) Medical report detailing the employee's symptoms and clinical features
- (g) The laboratory results demonstrating mycobacterium tuberculosis
- (h) Chest x-rays and radiological reports
- (i) Progress or Final medical report (W.CL.25) in respect of occupational disease and lung function test must be submitted at least 6 months and no later than 12 months after completion of treatment of tuberculosis or sooner if the treating medical practitioner considers no further improvement is anticipated.
- (j) In case of death, a death certificate and a BI1663 (notification of death) should be submitted. Alternatively, a death certificate accompanied by a detailed medical report on a practice letterhead on the cause of death should be submitted.

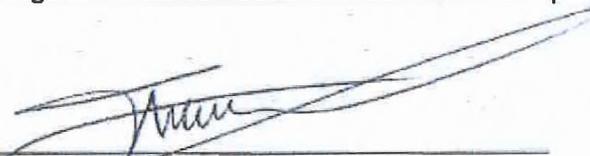


**GOVERNMENT NOTICE****DEPARTMENT OF EMPLOYMENT AND LABOUR****No. R.****2023****COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)****REGULATIONS ON COMPENSATION FOR WORK-RELATED CHRONIC OBSTRUCTIVE  
PULMONARY DISEASE (COPD) FOR THE COMPENSATION FUND MADE BY THE MINISTER  
UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

I, Thembelani Wltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulations are attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.

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**MR T W NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 03/04/2023

**SCHEDULE A****REGULATIONS ON COMPENSATION FOR WORK-RELATED CHRONIC OBSTRUCTIVE PULMONARY DISEASE (COPD)****1. DEFINITION OF REGULATION**

In these regulations, “the regulations” means the regulations relating to work-related chronic obstructive pulmonary disease (COPD) under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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**1. DEFINITION**

“Work-related chronic obstructive pulmonary disease” (COPD) means a progressive disease of the airways, characterised by an abnormal inflammatory response and chronic airflow limitation (obstruction) that is irreversible or partially reversible due to causes and conditions attributable to a particular working environment. It is associated with lung hyperinflation and systemic effects. The dominant clinical correlates are chronic bronchitis and emphysema.

## 2. DIAGNOSIS

- (1) The chronic obstructive pulmonary disease shall be diagnosed by a medical practitioner and the diagnosis should include:
- (a) a characteristic history of progressive dyspnea and or chronic cough (with or without sputum production), and spirometry showing evidence of chronic airflow limitation. This is characterised by a post-bronchodilator FEV<sub>1</sub> /FVC ratio < 70% (400ug short acting beta 2 agonist; measured 15 minutes after administration of bronchodilator);
  - (b) a chronological relationship between the work-related exposure and the development of COPD. (As outlined in Annexure 1); and
  - (c) at least 15 years of workplace exposure to an agent(s) reported to give rise to work related COPD, but 10 years may be considered sufficient if exposure levels have been very high. Where particulate exposure data is available, levels  $\geq 10\text{mg/m}^3$  inhalable dust level would be considered as high.
- (2) The diagnosis should be made within 10 years of last exposure to the causative agent/s.
- (3) The Medical Officers employed by the Compensation Fund will determine whether the diagnosis of work related COPD was made according to acceptable medical standards.

## 3. IMPAIRMENT

- (1) Pulmonary Impairment will be determined using the lung function tests in Table 1 – post-bronchodilator FEV<sub>1</sub> and the treatment of the individual in Table 2 to calculate the impairment score that equates to the level of permanent disablement in Table 3.

| Score | FEV <sub>1</sub> % Predicted |
|-------|------------------------------|
| 0     | >80                          |
| 1     | 65-79                        |
| 2     | 55-64                        |
| 3     | 45-54                        |
| 4     | <45                          |

\* FEV<sub>1</sub> % predicted = measured FEV<sub>1</sub> divided by reference FEV<sub>1</sub> x 100

| Score | Treatment  |
|-------|--|
| 0     | No medication  |
| 1     | Bronchodilators (short-acting Beta-2 agonists or short-acting anti-cholinergics or both) as needed or regularly And/Or Oral Theophylline |
| 2     | Regular long-acting Beta-2 agonists or long-acting anti-cholinergics or both   |

|   |  |
|---|--|
| 3 | Inhaled glucocorticosteroids And/Or Antibiotic treatment for frequent exacerbations (≥3/year)  |
| 4 | Treatment for chronic respiratory failure (e.g. long term oxygen therapy, ventilatory support) |

(2) Whole Person Impairment will be determined, in accordance with the latest AMA Guide edition once Maximal Medical Improvement (MMI) has been reached.

#### 4. COMPENSATION BENEFITS

The compensation benefits payable in terms of the Act are:

- (1) Payment for temporary total disablement shall be made for as long as such disablement continues, but not for a period exceeding 24 months.
- (2) If total Impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act.
- (3) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act.

#### 5. MEDICAL COSTS

- (1) Medical costs shall be provided for a period of not more than 24 months from the date of diagnosis or longer, if in the opinion of the Commissioner, further medical aid will reduce the extent of the disablement.
- (2) Medical costs shall cover the costs of diagnosis of COPD and any necessary treatment provided by any health care provider.
- (3) The Commissioner shall decide on the need for, the nature and sufficiency of medical costs to be supplied.

#### 6. DEATH BENEFITS

Death benefits payable are:

- (1) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and
- (2) Widow's and dependent's pensions shall be payable, where applicable, if the

employee dies as a result of work-related chronic obstructive pulmonary disease.

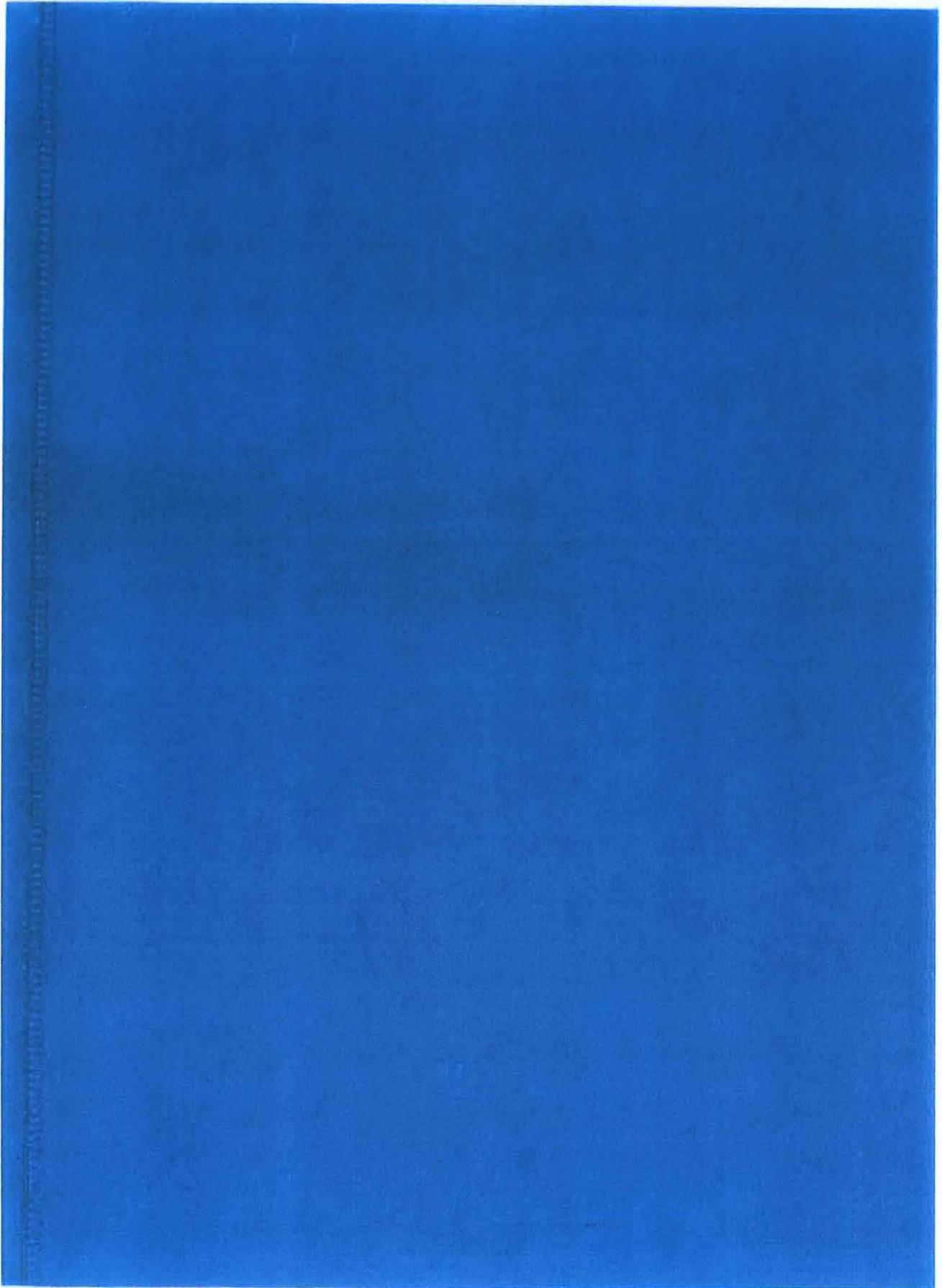
## 7. REPORTING

The following documentation must be submitted to the Compensation Fund or the employer individually liable or the licensee concerned:

- (a) Employer's Report of an Occupational Disease (W.CL.1).
- (b) First Medical Report in respect of an Occupational Disease (W.CL.22).
- (c) Notice of an Occupational Disease and Claim for Compensation (W.CL.14).
- (d) Exposure History (W.CL.110) or an appropriate employment history guided by Annexure 1.
- (e) Progress or Final Medical Report in respect of an Occupational Disease (W.CL.26).
- (f) Medical report detailing the employee's exposures, symptoms, clinical features and treatment prescribed.
- (g) An affidavit by the employee if an employer cannot be traced or the employer will not timeously supply a W.CL.1. (W.CL.305)
- (h) Pulmonary function tests confirming diagnosis and final pulmonary function tests when no further medical improvement is anticipated.
- (i) Chest X-ray and radiology reports or other relevant investigations, where applicable.

### Annexure 1: Agents and occupations associated with Occupational COPD<sup>1-3</sup>

| Agent                       | Occupation   |  |
|-----------------------------|--|--|
| Chemicals, vapours or gases | Isocyanates<br>Sulphur Dioxide<br>Oxides of Nitrogen<br>Solvents                   | Painters<br>Foundries<br>Chemical processors<br>Cleaners, dry cleaners, personal services<br>(hairdressers, nail technicians)  |
| <b>Dust</b>                 |  |  |
| • Mineral dusts             | Silica, silicate, coal, asbestos, hard rock, cement, fibre, glass, quartz, asphalt | Mine workers, quarry workers, construction workers, highway or tunnel workers, transport workers, concrete/cement manufacturing, foundries, refractory brick workers, ship building, pottery workers |
| • Hard metal dusts          | Aluminium  | Engineering, metal workers, car manufacturers, foundries   |



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**GOVERNMENT NOTICE**

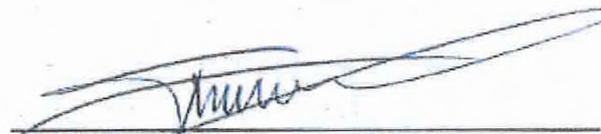
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**Department of Employment and Labour****No.****2023****COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)****REGULATIONS ON WORK-RELATED UPPER LIMB DISORDERS FOR THE COMPENSATION  
FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES  
AND DISEASES ACT, 1993**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour after consultation with the Compensation Board, hereby make the following attached regulations for in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulations are attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.



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**MR T W NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**

**DATE: 03/04/2023**

**SCHEDULE A****REGULATIONS ON WORK-RELATED UPPER LIMB DISORDERS FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993****1. DEFINITION OF REGULATION**

In these regulations, "the regulations" means the regulations relating to work-related upper limb disorders (WRULD) under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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## 1. DEFINITION

**“Work-Related Upper Limb Disorders” (WRULDs)** means a collective term for a group of occupational diseases that consist of musculo-skeletal disorders of the upper limb caused by exposure in the workplace affecting the muscles, tendons, nerves, blood vessels, joints and bursas of the hand, wrist, arm and shoulder. These are syndromes associated with characteristic symptoms and physical signs (e.g. rotator cuff syndrome, epicondylitis at the elbow, tenosynovitis and nerve entrapments such as carpal tunnel syndrome).

**Note:** Previously other terms had been used, such as repetitive strain injury (RSI), cumulative trauma disorder (CTD), occupational overuse syndrome (OOS), occupational cervico-brachial disorder (OCD), etc. For the purpose of this regulations the umbrella term, WRULDs will be used.

## 2. CAUSES

WRULDs are caused, aggravated or precipitated by one or more of the following risk factors, singly or in combination:

(1) Physical causes are:

- (a) Highly repetitive movements
- (b) Static muscle loading
- (c) Contact stress (e.g. uncomfortable gripping and twisting, sharp edges to hand tools, desk edges etc.)
- (d) Vibration

(2) Ergonomic causes are:

- (a) Awkward sustained postures
- (b) Highly repetitive movements
- (c) Movements requiring force
- (d) Movements at the extremes of reach

(3) In terms of these regulations, upper limb musculo-skeletal disorders will be presumed to be work-related if the nature of the work performed includes exposure to the relevant risk factors.

## 3. DIAGNOSIS

(1) The following criteria must be used to confirm the diagnosis:

- (a) A diagnosis of WRULD shall be diagnosed by a medical practitioner taking into account:

- (i) The exposure history of an employee (type and length);
  - (ii) Medical history and clinical signs indicating the site and distribution, quality (type, character), severity (Intensity, frequency, and duration) and progression of the symptoms according to the type of disorder. Pre-placement assessment report so that baseline can be determined;
  - (iii) Clinical evaluation report by an occupational therapist and or physiotherapist;
  - (iv) Ergonomic assessment confirming workplace exposure;
  - (v) Occupational exposure to known risk factors and a chronological relationship between the WRULD and the work environment; and
  - (vi) The confirmatory tests or investigations (e.g. x-rays, strength testing, range of motion testing, nerve conduction tests), where appropriate.
- (2) The Medical Officers employed by the Compensation Fund will determine whether the diagnosis of WRULD was made according to acceptable medical standards

#### **4. IMPAIRMENT**

Whole Person Impairment will be determined, in accordance with the latest AMA Guide edition once Maximal Medical Improvement (MMI) has been reached.

#### **5. COMPENSATION BENEFITS**

Compensation benefits shall be payable according to the Compensation for Occupational Injuries and Diseases Act, 1993 (Act number 130 of 1993), as amended

- (1) Payment for temporary total disablement shall be made for as long as such disablement continues, but not for a period exceeding 24 months;
- (2) If total impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act;
- (3) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act; and

- (4) WRULDs assessment of permanent disablement shall be based on the latest AMA Guides on musculoskeletal Impairment evaluation for The Upper Extremities.

## **6. MEDICAL COSTS**

- (1) Medical costs shall be provided for a period of not more than 12 months from the date of the diagnosis;
- (2) This period may be extended if, in the opinion of the Director General, further medical costs will reduce the extent of the disablement;
- (3) The medical costs cover diagnosing a WRULD and any necessary treatment provided by any healthcare provider; and
- (4) The Compensation Commissioner will decide on the need for, the nature and the sufficiency of the medical costs supplied.

## **7. DEATH BENEFITS**

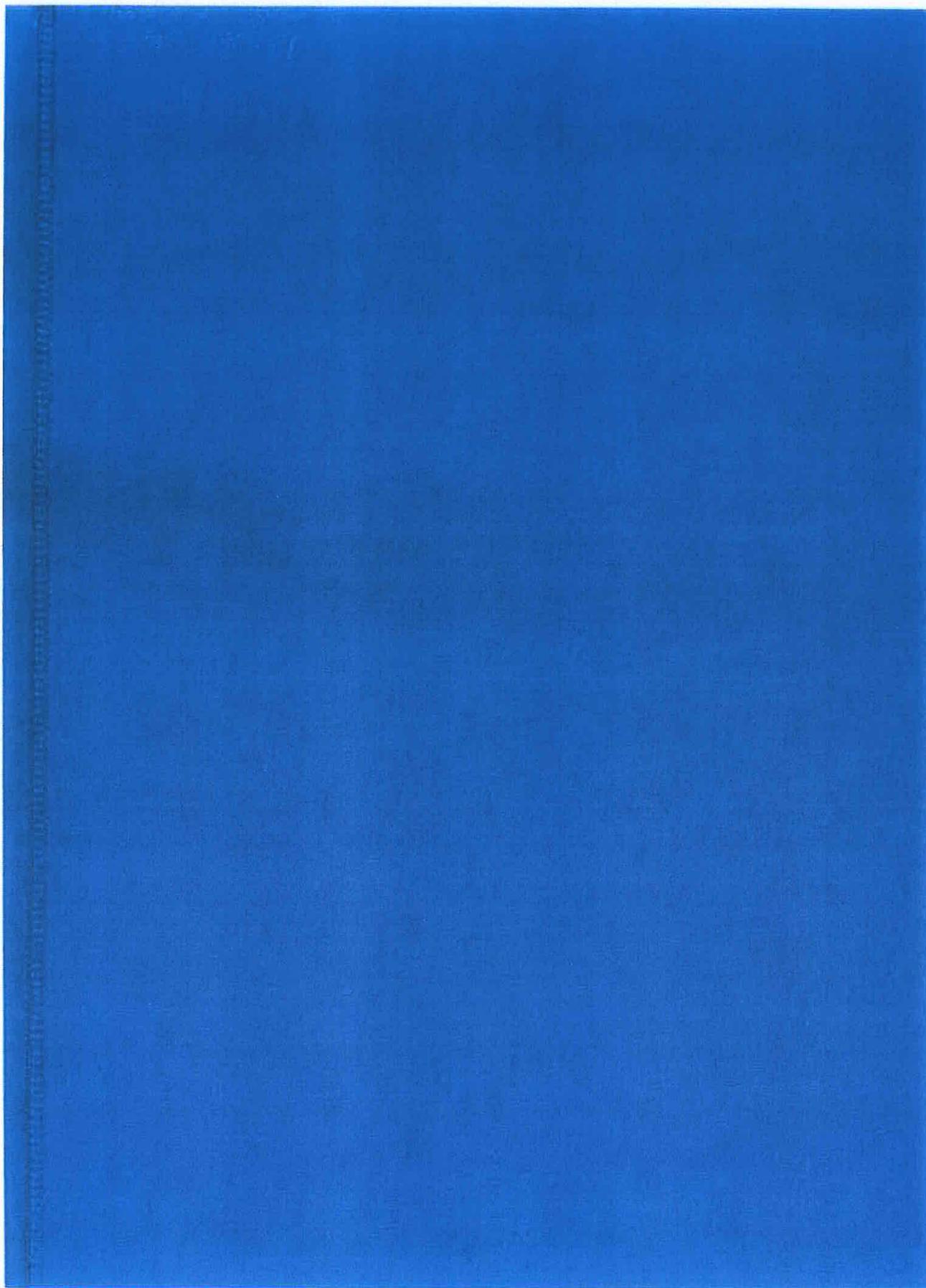
Death benefits payable are:

- (1) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and
- (2) Widow's and dependent's pensions shall be payable, where applicable, if the employee dies as a result of occupational contact dermatitis.

## **8. REPORTING**

The following documentation must be submitted to the Compensation Fund, or the employer individually liable, or the licensee concerned:

- (a) W.C.L.1 Employer's Report of an Occupational Disease;
- (b) W.C.L.14 Notice of an Occupational Disease and Claim for Compensation;
- (c) An affidavit by the employee (W.CL.305) if an employer cannot be traced or the employer fails to timeously submit Employer's report of an Occupational Disease (W.CL.1);
- (d) W.C.L.110 Exposure History and an appropriate employment history together with ergonomic assessment report;



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**GOVERNMENT NOTICE**

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**Department of Employment and Labour**

No.

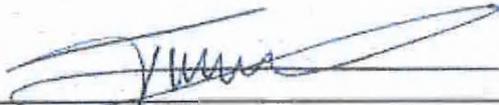
2023

**COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)****REGULATIONS ON MESOTHELIOMA DUE TO OCCUPATIONAL ASBESTOS EXPOSURE FOR THE  
COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL  
INJURIES AND DISEASES ACT, 1993**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulations are attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.



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**MR T W NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**

DATE: 03/04/2023

**SCHEDULE A****REGULATIONS ON MESOTHELIOMA DUE TO OCCUPATIONAL ASBESTOS EXPOSURE FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993****1. DEFINITION OF REGULATION**

In these regulations, "the regulations" means the regulations relating to mesothelioma due to occupational asbestos exposure under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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## 1. DEFINITIONS

**“Asbestos”** means Amosite, Chrysotile, Crocidolite Fibrous actinolite, Fibrous anthophyllite and Fibrous tremolite types.

**“Asbestos Exposure”** means exposure or likely exposure to Asbestos dust whilst at the workplace.

**“Asbestosis”** means a condition caused by the exposure to asbestos

**“Autopsy”** or **“post-mortem examination”** means a surgical procedure that consists of a thorough examination of a corpse by dissection to determine the cause, mode and manner of death or to evaluate any disease or injury that may be present for research or educational purposes

**“Cytology”** means the examination of cells from the body under a microscope. The test commonly checks for infection, inflammatory disease of the urinary tract, cancer, or precancerous conditions.

**“Histology”** means a study of microscopic structure of animal or plant tissue.

**“Medical Surveillance”** means a planned programme or periodic examination, which may include clinical examinations, biological monitoring or medical tests of employees by an occupational health practitioner (OHP) or in prescribed cases, by an occupational medicine practitioner (OMP).

**“Mesothelioma”** means malignancy arising from the pleura and peritoneum in persons with a history of occupational asbestos exposure.

**“Occupational hygiene report”** means the findings of occupational hygiene exposure assessments are recorded in occupational hygiene reports

**“Pleural biopsy”** means a sample of tissue taken from the body in order to examine it more closely. A doctor should recommend a biopsy when an initial test suggests an area of tissue in the body isn't normal. Doctors may call an area of abnormal tissue a lesion, a tumor, or a mass.

## 2. DIAGNOSIS

- (1) The diagnosis of mesothelioma shall be made by medical practitioner, based on biopsy, cytology or autopsies i.e. the positive pleural or peritoneal histological results or disease detectable at post mortem to confirm the diagnosis of mesothelioma. Alternatively, if the diagnosis is made based on positive cytology results, such

diagnosis should be supported by clinical features and radiological investigations.

Radiological investigations should include the reports and films.

(2) Mesothelioma may occur many years (10 years or more after the initial exposure) of asbestos exposure. The employee may no longer be in the employment of the same employer where asbestos exposure occurred. The current employer should complete the W.CL.1 and no liability will be attributed to that employer.

(3) The Medical Officers employed by the Compensation Fund will determine if mesothelioma is present and the diagnosis was made according to acceptable medical standards.

### **3. IMPAIRMENT**

Whole Person Impairment will be determined, in accordance with latest AMA Guide edition once Maximal Medical Improvement has been reached.

### **4. COMPENSATION BENEFITS**

The compensation benefits payable according to the Act are:

(1) Payment for temporary total disablement shall be made for as long as such disablement continues, but not for a period exceeding 24 months.

(2) Payment for permanent disablement shall be made, where applicable, as and when the diagnosis of mesothelioma is confirmed and final medical report is received.

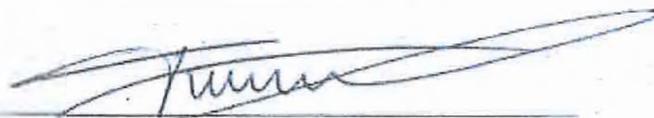
(3) If total impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act.

(4) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act.

- (j) First Medical Report detailing the employee's illness in respect of an occupational disease (W.C.L 22)
- (k) Histology of the pleural biopsy or Cytology report of peritoneal fluid should contain the name of the claimant and the diagnosis of mesothelioma of any type. The report should also detail the name of the Pathologist, contact and reference details that will enable telephonic validation of the report.
- (l) Radiological Investigations report with films will only be required if cytology results are used to confirm the diagnosis.
- (m) Progress or Final medical report in respect of occupational disease (W.C.L 26)
- (n) In case of death, a death certificate and a BI1663 (notification of death) should be submitted. Alternatively, a death certificate accompanied by a detailed medical report on a practice letterhead on the cause of death should be submitted. Post mortem results where applicable.

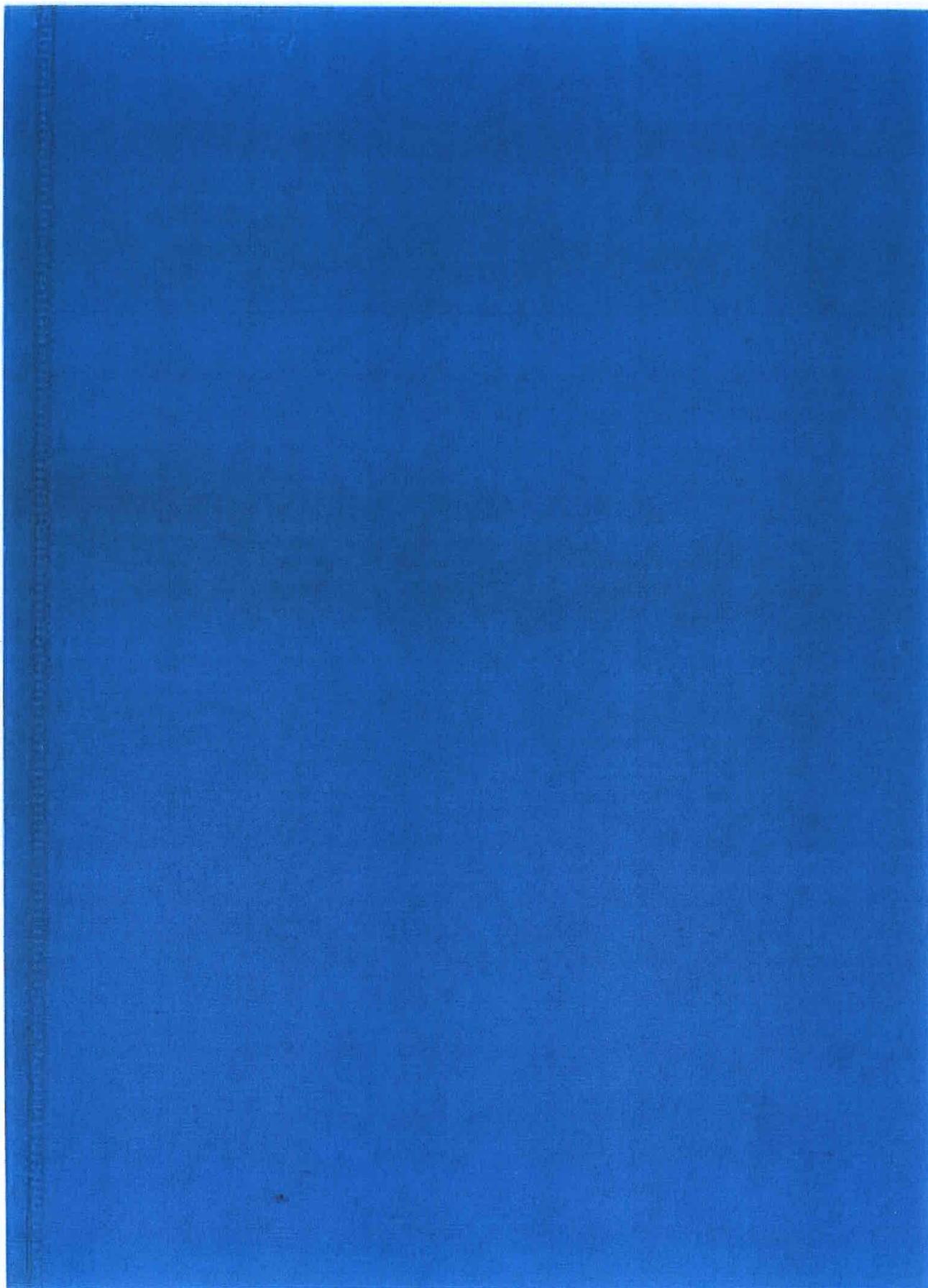
#### 8. CLAIMS PROCESSING

The Commissioner shall consider and adjudicate upon the liability of all claims. The Medical Officers employed by the Compensation Fund are responsible for medical assessment of a claim and for the confirmation of the acceptance or rejection of a claim.



MR T.W. NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 03/04/2023



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**GOVERNMENT NOTICE**

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**Department of Employment and Labour**

No.

2023

**COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)****REGULATIONS ON WORK-RELATED UPPER RESPIRATORY TRACT DISORDERS FOR THE  
COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL  
INJURIES AND DISEASES ACT, 1993**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulations are attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.



**MR T W NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 03/04/2023

**SCHEDULE A**

**REGULATIONS ON WORK-RELATED UPPER RESPIRATORY TRACT DISORDERS FOR THE  
COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR  
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

**1. DEFINITION OF REGULATION**

In these regulations, “the regulations” means the regulations relating work-related upper respiratory tract disorders under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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## **1. DEFINITIONS**

**“Immunology test”** means an antigen to detect presence of antibodies to a pathogen, or an antibody to detect the presence of an antigen, of the pathogen in the specimens of the victim.

**“Irritant”** means a substance that causes slight inflammation or other discomfort to the body.

**“Work related upper respiratory tract disorders”** means diseases affecting the mucosal lining of the nose, larynx and pharynx caused or aggravated by conditions attributable to a particular working environment. Two types of Work related upper respiratory tract disorders are generally recognizable:

- (a) Allergic; and
- (b) Irritant.

Note: The disorders may include allergic and or Irritant rhinitis and nasal erosions and perforations.

## **2. DIAGNOSIS**

(1) The diagnosis of Work-related upper respiratory tract disorders shall be made by medical practitioner based on the following:

- (a) Workplace exposure to agent(s) reported to give rise to Work-related upper respiratory tract disorder.
- (b) Chronological relationship between work-related upper respiratory tract disorder and work environment.
- (c) Evidence of sensitization (Immunological tests) to a known workplace allergen where applicable.

(2) The Medical Officer employed by the Compensation Fund shall determine whether the diagnosis of Work-related upper respiratory tract disorder was made according to acceptable medical standards.

## **3. IMPAIRMENT**

Impairment shall be assessed after maximum medical improvement has been reached and where necessary after removal from exposure using the latest AMA Guide.

Table 11-6 Criteria for Rating Impairment due to Air Passage Deficits

| IMPAIRMENT CLASS          | CLASS 0   | CLASS 1  | CLASS 2  | CLASS 3   | CLASS 4  |
|---------------------------|---|--|--|---|--|
| IMPAIRMENT RANGES (WPI %) | 0   | 1%-9% WPI  | 11%-27% WPI  | 30%-42% WPI   | 45%-58% WPI  |
| GRADE                     |   | 1 3 5 7 9  | 11 15 19 23 27   | 30 33 36 39 42  | 45 48 51 54 58   |
| HISTORY <sup>c</sup>      | There are no complaints of dyspnoea at rest<br><br><i>and</i><br>Minimal or no interference with any activities | There are no complaints of dyspnoea at rest<br><br>Activities requiring intensive effort may be interfered with or require medication to maintain optimal function | There are no complaints of dyspnoea at rest<br><br><i>and</i><br>dyspnoea is produced by stress, prolonged exertion, hurrying, hill climbing, or recreational or similar activities except sedentary forms | There are no complaints of dyspnoea at rest<br><br><i>and</i><br>dyspnoea is produced by walking more than 1 or 2 level blocks, climbing 1 flight of stairs even with periods of rest, or performance of other usual activities of daily living | Dyspnoea occurs at rest, although individual is not necessarily bedridden<br><br><i>and</i><br>dyspnoea is aggravated by the performance of any of the usual activities of daily living beyond personal cleansing, dressing, or grooming<br><br><i>For ventilator dependence, refer to the</i> |

|   |   |  |  |   | <i>pulmonary<br/>chapter ratings</i>  |
|---|---|--|--|---|---|
| <b>PHYSICAL EXAM</b>                          | Minimal changes to the oropharynx, laryngopharynx, larynx, upper trachea, or lower trachea, or incomplete and episodic obstruction of the nose or nasopharynx | Mild changes to the oropharynx, laryngopharynx, larynx, upper trachea, or lower trachea, or incomplete and episodic obstruction of the nose or nasopharynx                 | Moderate changes to the oropharynx, laryngopharynx, larynx, upper trachea, or lower trachea, or reversible complete or permanent incomplete obstruction of the nose or nasopharynx | Severe changes to the oropharynx, laryngopharynx, larynx, upper trachea, or lower trachea, or obstruction of the nose or nasopharynx that is only partially reversible  | Severe changes to the oropharynx, laryngopharynx, larynx, upper trachea, or lower trachea, or complete, nonreversible obstruction of the nose or nasopharynx  |
| <b>DIAGNOSTIC OR OTHER OBJECTIVE FINDINGS</b> | There are no tests showing obstruction of the nose, sinuses, nasopharynx, oropharynx, or larynx   | Sinus CT <sup>d</sup> shows mild mucosal thickening, mild obstruction of nasopharynx or oropharynx, or laryngoscopy may show mild alteration in vocal fold (cord) function | Sinus CT shows moderate mucosal thickening or moderate obstruction of nasopharynx or oropharynx, or laryngoscopy may show moderate alteration in vocal fold (cord) function        | Sinus CT shows moderately severe mucosal thickening or turbinate swelling, or moderately severe obstruction of nasopharynx or oropharynx, or laryngoscopy may show moderately severe alteration in vocal fold (cord) function | Sinus CT shows diffuse severe mucosal thickening or severe turbinate swelling, or severe obstruction of nasopharynx or oropharynx, or laryngoscopy may show severe alteration in vocal fold (cord) function such as bilateral paralysis |

- a Individuals with successful tracheotomy or stoma should be rated as having 25% impairment of the whole person
- b Move up in class 4 based on the severity and number of findings in physical exam and objective findings
- c Key factor
- d CT indicates computed tomography.

AMA Guides to the Evaluation of Permanent Impairment 6<sup>th</sup> edition

#### **4. COMPENSATION BENEFITS**

The compensation benefits payable according to the Act are:

- (1) Payment for temporary total or partial disablement shall be made for as long as such disablement continues, but not of a period exceeding 24 months.
- (2) If total impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act.
- (3) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act.

#### **5. MEDICAL COSTS**

- (1) Medical costs shall be provided for a period of not more than 24 months from the date of diagnosis or longer, if in the opinion of the Commissioner, further medical aid will reduce the degree of the disablement.
- (2) Medical costs shall cover diagnosis of Work related upper respiratory tract disorders and any necessary treatment provided by any healthcare provider.
- (3) The Commissioner shall decide on the need for, the nature and sufficiency of medical costs to be supplied.

#### **6. DEATH BENEFITS**

Death benefits payable are:

- (1) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and
- (2) Widow's and dependent's pensions shall be payable, where applicable, if the employee dies as a result of work-related upper respiratory tract disorders.

#### **6. REPORTING**

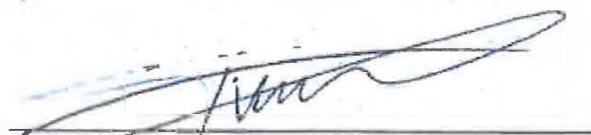
The following documentation must be submitted to the Compensation Fund or the employer individually liable or the licensee concerned:

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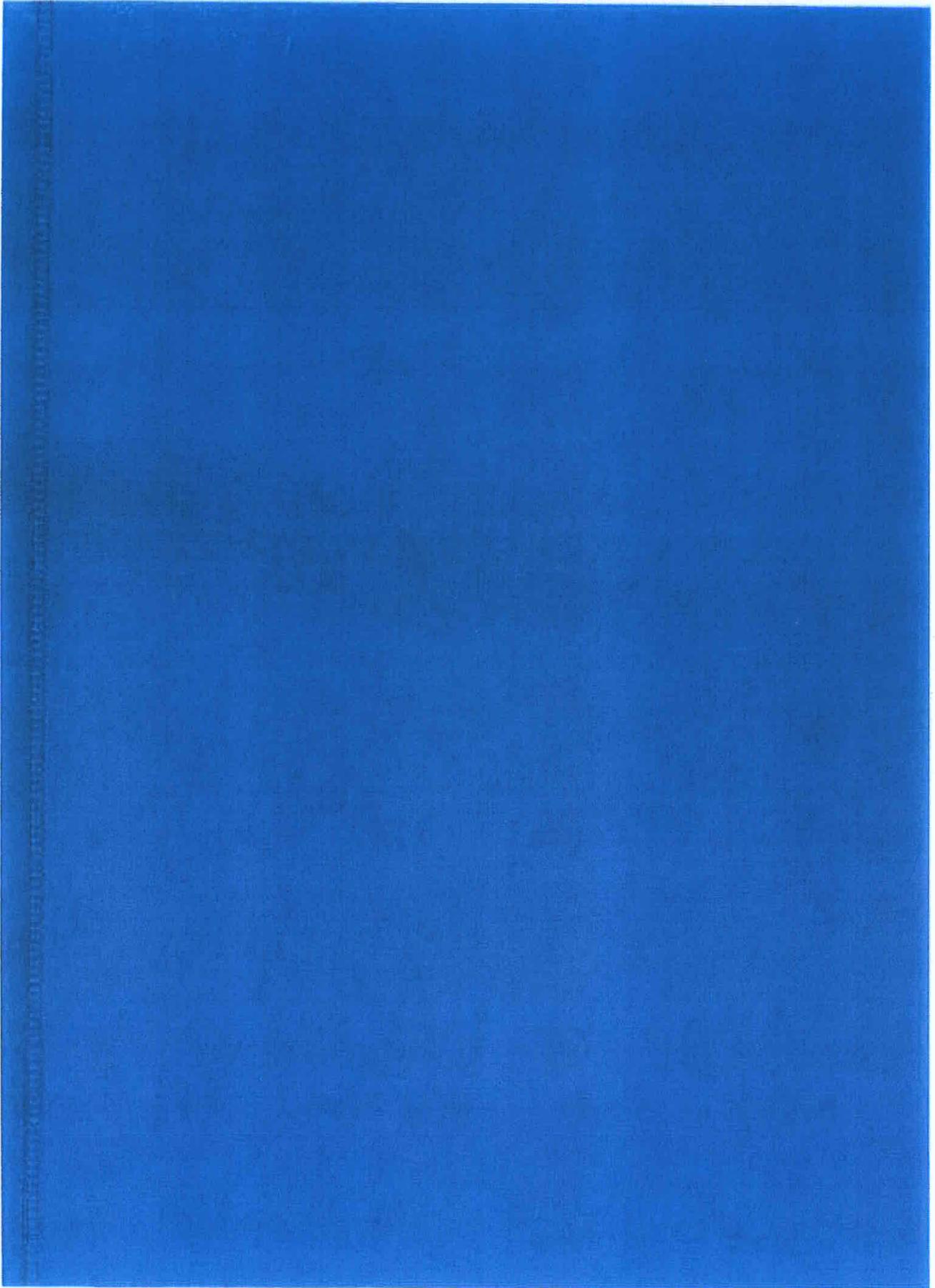
- (a) Employer's report of an Occupational Disease (W.CL.1).
- (b) Notice of Occupational Diseases and claim for compensation (W.C. L14)
- (c) An affidavit by the employee (W.CL.305) if an employer cannot be traced or the employer fails to timeously submit Employer's report of an Occupational Disease (W.CL.1).
- (d) Industrial history or workplace exposure history (W.C. L 110) - there should be a clear history of occupational exposure or exposure in an occupation or industry where Work-related upper respiratory tract disorders where exposure is known to occur.
- (e) First Medical Report detailing the employee's illness in respect of an occupational disease (W.C.L 22).
- (f) ENT and or medical report detailing the employee's symptoms and clinical features.
- (g) Other appropriate tests such Immunological and ENT examinations or any investigation to confirm diagnosis, where applicable.
- (h) Progress or Final medical report in respect of occupational disease (W.C.L 26).
- (i) In case of death, a death certificate and a BI1663 (notification of death) should be submitted. Alternatively, a death certificate accompanied by a detailed medical report on a practice letterhead on the cause of death should be submitted.

## 7. CLAIMS PROCESSING

The Commissioner shall consider and adjudicate upon the liability of all claims. The Medical Officers employed by the Compensation Fund is responsible for medical assessment of a claim and for the confirmation of the acceptance or rejection of a claim.

  
\_\_\_\_\_  
MR T W NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 03 10 4 / 2023



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**GOVERNMENT NOTICE**

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**Department of Employment and Labour**

No.

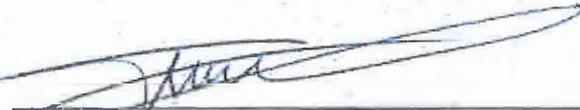
2023

**COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)****REGULATIONS ON LUNG CANCER FOR THE COMPENSATION FUND MADE BY THE MINISTER  
UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulations are attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.



**MR. T. W. NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 03 May 2023

**SCHEDULE A****REGULATIONS ON LUNG CANCER FOR THE COMPENSATION FUND MADE BY THE MINISTER  
UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993****1. DEFINITION OF REGULATION**

In these regulations, “the regulations” means the regulations relating to lung cancer under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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| <b>6. Claims Processing.....</b> | <b>6</b> |

## 1. DEFINITIONS

**“Autopsy”** means a post-mortem examination to discover the cause of death or the extent of disease.

**“Biopsy”** means an examination of tissue removed from a living body to discover the presence, cause, or extent of a disease.

**“Cytology”** means, the study of the microscopic appearance of cells, especially for the diagnosis of abnormalities and malignancies.

**“Histology”** means the study of microscopic structure of animal or plant tissues

**“Lung cancer”** means malignancy arising from within the lung tissue and the airways of the lungs.

**“Occupational lung cancer”** means malignancy arising out of exposures known to cause cancer within the workplace.

## 2. DIAGNOSIS

- (1) The diagnosis of lung cancer shall be made by a medical practitioner based on the biopsy or autopsies i.e. the positive histological results or tumor detectable at post mortem that confirms the diagnosis of lung cancer;
- (2) Alternatively, if the diagnosis is made based on positive cytology results, such diagnosis should be supported by clinical features and radiological investigations;
- (3) Radiological investigations should include the reports and films.; and
- (4) The Medical officers employed by the Compensation Fund shall determine if lung cancer is present and the diagnosis was made according to acceptable medical standards.

## 3. IMPAIRMENT

Whole Person Impairment shall be determined, In accordance with latest AMA Guide edition once Maximal Medical Improvement has been reached.

#### **4. COMPENSATION BENEFITS**

The compensation benefits payable according to the Act are:

- (1) Payment for temporary total or partial disablement shall be made for as long as such disablement continues, but not of a period exceeding 24 months.
- (2) Permanent disablement shall be assessed, where applicable, as and when the diagnosis of lung cancer is confirmed and final medical report is received
- (3) If total impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act.
- (4) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act.

#### **5. MEDICAL COSTS**

- (1) Medical costs shall be provided for a period of not more than 24 months from the date of diagnosis or longer, if in the opinion of the Commissioner, further medical aid will reduce the degree of the disablement.
- (2) Medical costs shall cover diagnosis of lung cancer and any necessary treatment provided by any healthcare provider.
- (3) The Commissioner shall decide on the need for, the nature and sufficiency of medical costs to be supplied.

#### **6. DEATH BENEFITS**

Death benefits payable are:

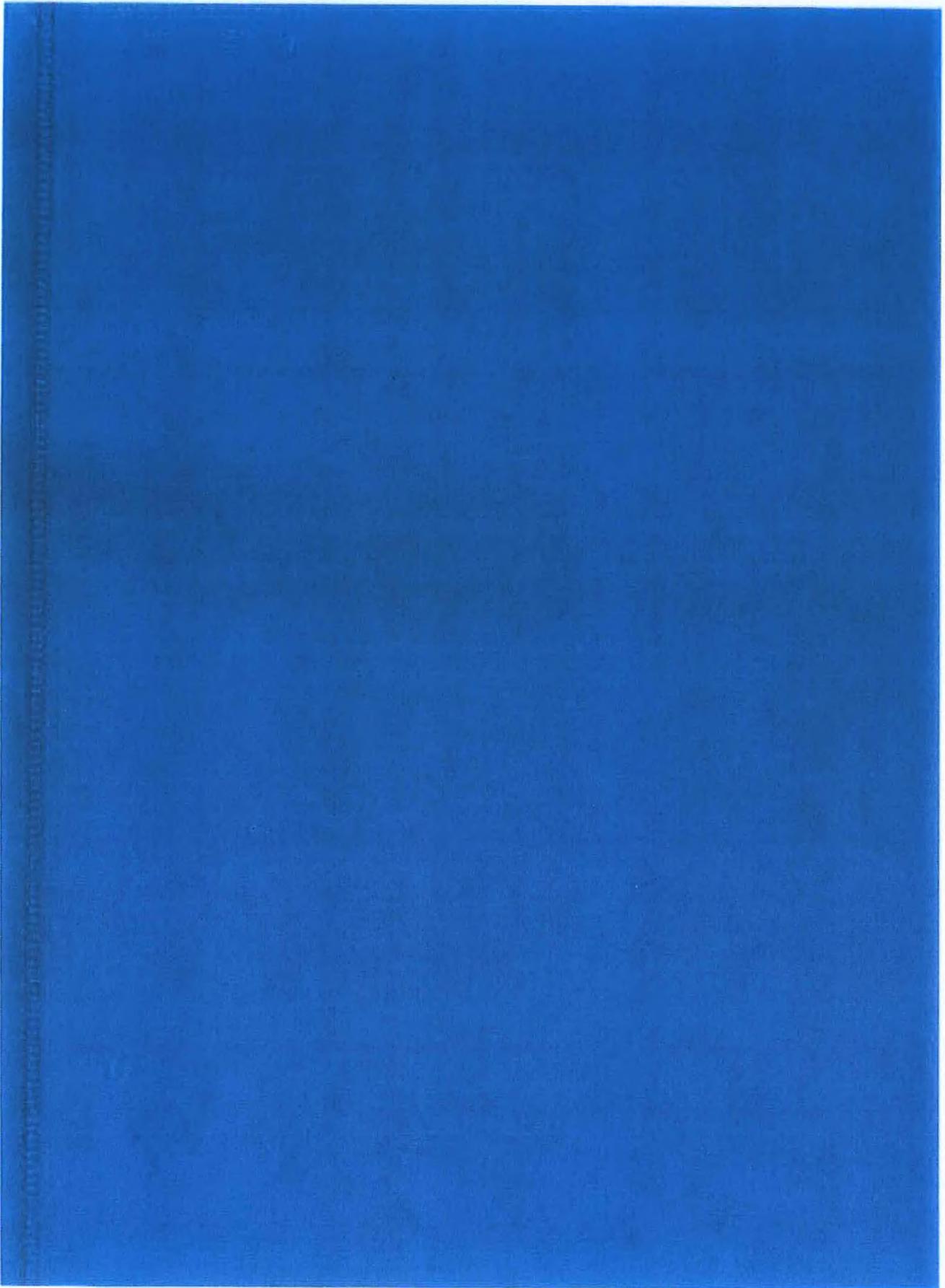
- (1) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and
- (2) Widow's and dependent's pensions shall be payable, where applicable, if the employee dies as a result of Lung Cancer.

## 7. REPORTING

The following documentation must be submitted to the compensation fund or the employer or individually liable or the licensee concerned:

- (a) Employer's report of an Occupational Disease (W.CL.1). Lung cancer may occur many years after exposure to the carcinogenic industrial agent. The employee may no longer be in the employment of the same employer where carcinogenic industrial agent exposure occurred. The current employer should complete the W.CL.1 and no liability will be attributed to that employer.
- (b) Notice of Occupational Diseases and claim for compensation (W.C. L14)
- (c) An affidavit by the employee (W.CL.305) if an employer cannot be traced or the employer fails to timeously submit Employer's report of an Occupational Disease (W.CL.1).
- (d) Exposure history (W.C. L 110)

There should be a clear history of industrial carcinogenic agent or exposure in an occupation or industry where carcinogenic exposure is known to occur and length of exposure
- (e) Medical surveillance records where available
- (f) Occupational hygiene reports where available
- (g) First Medical Report detailing the employee's occupational disease (W.C.L 22)
- (h) Histology or Cytology report should contain the name of the claimant and the diagnosis of lung cancer of any type. The report should also detail the name of the Pathologist, contact and reference details that will enable telephonic validation of the report.
- (i) Radiology reports to confirm diagnosis. Radiological investigations report with films will only be required if cytology results are used to confirm the diagnosis.
- (j) Progress or Final medical report in respect of occupational disease (W.C.L 26)
- (k) In case of death, a death certificate and a B11663 (notification of death) should be submitted. Alternatively, a death certificate accompanied by a detailed medical report on a practice letterhead on the cause of death should be submitted. Post mortem results where applicable



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**GOVERNMENT NOTICE**

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**Department of Employment and Labour**

No.

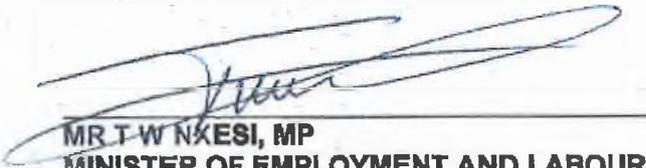
2023

**COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)****REGULATIONS ON CONTACT DERMATITIS FOR THE COMPENSATION FUND MADE BY THE MINISTER  
UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulation is attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.



MR T W NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 03/04/2023

**REGULATIONS ON CONTACT DERMATITIS FOR THE COMPENSATION FUND MADE BY  
THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT,  
1993 SCHEDULE A**

**1. DEFINITION OF REGULATION**

In these regulations, “the regulations” means the regulations relating to contact dermatitis under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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## 1. DEFINITIONS

**"Allergen"** means substance that can cause an allergy, or a reaction on the skin or any other organ;

**"ADL"** means Activities of Daily Living;

**"Dermatitis"** means Inflammation of the skin;

**"Dermatologist"** means a medical doctor who has specialized in skin conditions;

**"Occupational contact dermatitis or eczema"** means a clinically recognised condition of the skin caused entirely or aggravated by conditions in the workplace. Two types of contact dermatitis are generally recognized, namely irritant contact dermatitis (which occurs most commonly) and allergic contact dermatitis;

**"Patch test"** means a test that is used to test skin for allergies. Allergens are applied to the skin using patches; and

**"RPPTR"** means Relevant Positive Patch Test Reaction.

## 2. DIAGNOSIS

The diagnosis of occupational dermatitis shall be made by medical practitioner based on the following:

- (a) A detailed medical history and the nature and distribution of the skin lesions. A colour photograph must be provided, where available;
- (b) A full history of all occupational risk factors (physical, chemical and biological);
- (c) Occupational exposure to a known causative agent(s) of contact dermatitis and a chronological relationship between the dermatitis and the work environment.
- (d) A confirmatory skin test which is mandatory e.g. Patch Test.
- (e) The opinion and confirmation of the diagnosis by a dermatologist when the dermatitis is recurrent or resistant to treatment for more than 6 consecutive weeks.

### 3. IMPAIRMENT

- (1) The Impairment shall be assessed after removal from exposure or maximum medical improvement has been reached:
- (2) Criteria for rating permanent impairment shall be determined based on the following:
- (a) Table 8.2. must be used to establish the diagnosis, using objective physical examination and laboratory tests;
  - (b) Table 8.3 provides suggestions for physical examination findings and laboratory tests;
  - (c) Place the individual in the appropriate class based on history, physical examination, and diagnostic findings;
  - (d) Focus on the impact of the skin disease on ability to perform ADLs;
  - (e) Begin by selecting middle number of the class; and
  - (f) Consider the percentage of time that symptoms are present and the amount of treatment required.

**Table 8-2 Criteria for Rating Permanent Impairment due to Skin Disorders**

| IMPAIRMENT CLASS       | CLASS 0  | CLASS 1  | CLASS 2   | CLASS 3   | CLASS 4  |
|------------------------|--|--|---|---|--|
| IMPAIRMENT RANGES      | 0  | 1%-9% UE   | 11%-27% UE  | 30%-42% UE  | 45%-58%  |
| GRADE                  |  | 1 3 5 7 9<br>(A B C D E)   | 11 15 19 23<br>27<br>(A B C D E)  | 30 33 36 39<br>42<br>(A B C D E)  | 45 48 51 54<br>58 (A B C D E)  |
| HISTORY <sup>a,c</sup> | Skin disorder signs have been present in the past but are currently present <1% of the time <sup>b</sup> | Skin disorder signs and symptoms consistent with Table 8-3 are present 1%-30% of the time <sup>b</sup> | Skin disorder signs and symptoms consistent with Table 8-3 are present 30%-60% of the time <sup>b</sup> | Skin disorder signs and symptoms consistent with Table 8-3 are present 60%-90% of the time <sup>b</sup> | Skin disorder signs and symptoms consistent with Table 8-3 are present >90% of the time <sup>b</sup> |

|                                     |  |  |  |   |   |
|-------------------------------------|--|--|--|---|---|
|                                     | <p><i>and</i><br/>no medication<br/>is necessary</p> <p><i>and</i><br/>there is<br/>essentially no<br/>interference<br/>with activities<br/>of daily living<br/>(ADLs)</p> | <p><i>and</i><br/>may<br/>intermittently<br/>require<br/>treatment with<br/>topical<br/>medications<sup>a</sup></p> <p><i>and</i><br/>when signs and<br/>symptoms are<br/>present, there is<br/>minimal<br/>interference<br/>with ADLs</p> | <p><i>and</i><br/>often require<br/>treatment<br/>with topical<br/>or systematic<br/>medications</p> <p><i>and</i><br/>when signs<br/>and<br/>symptoms<br/>are present,<br/>there is mild<br/>interference<br/>with ADLs</p> | <p><i>and</i><br/>require<br/>intermittent<br/>to constant<br/>treatment<br/>with topical<br/>medications</p> <p><i>and</i><br/>when signs<br/>and<br/>symptoms<br/>are present,<br/>there is<br/>moderate<br/>interference<br/>with ADLs</p> | <p><i>and</i><br/>require<br/>treatment<br/>with topical<br/>or systemic<br/>medications<br/>on a regular<br/>basis<sup>a</sup></p> <p><i>and</i><br/>There is<br/>severe<br/>interference<br/>with most<br/>ADLs to the<br/>extent that<br/>confinement<br/>may be<br/>required.<br/>All cancers<br/>not in<br/>remission,<br/>other than<br/>basal cell<br/>carcinoma,<br/>automatically<br/>receive 58%<br/>combined<br/>with all other<br/>systemic or<br/>musculoskele-<br/>tal<br/>impairments<br/>or 100%<br/>when<br/>terminal.</p> |
| PHYSICAL EXAM FINDINGS <sup>c</sup> |  | Physical exam findings in accordance with Table 8-3 are present when symptoms are present. When present, the findings (1) do not cover 10% of the body, (2) exclude the face   | Physical exam findings in accordance with Table 8-3 are present when symptoms are present. When present, the findings generally (1)  | Physical exam findings in accordance with Table 8-3 are usually present. The findings generally (1) cover 20%-40% of the body and can be at least   | Physical exam findings Table 8-3 are present almost all the time. Findings generally cover >40% of the body and are not able to be  |

|  |  |  |   |  |  |
|--|--|--|---|--|--|
|  |  | and/or (3) are usually transitory or can be concealed. | cover 10%-20% of the body but can usually be concealed and/or (2) significantly involve the face or anterior part of the neck and/or hands. | partially concealed in most social situations and/or (2) involve the entire palmar aspect of the hand. | concealed in most social situations. May move to highest number in class 4 depending on extent of involvement, and ability to conceal. |
|--|--|--|---|--|--|

|   |  |   |   |  |   |
|---|--|---|---|--|---|
| <b>DIAGNOSTIC TEST FINDINGS<sup>c</sup></b> | Diagnostic test findings expected to be positive are either negative or the test or tests have not been performed. For example, for allergic contact dermatitis, class 0 would be assigned if there were no relevant positive patch test reactions (RPPTRs) <sup>e</sup> | Diagnostic test findings expected to be positive are equivocal. For example, for allergic contact dermatitis, class 1 would be assigned for patch test reactions that are equivocal but would be considered relevant if positive. | Diagnostic test findings expected to be positive are positive and in the range of results expected in typical cases of the given diagnosis. For example, for allergic contact dermatitis, class 2 would be assigned if there was at least one RPPTR. <sup>e</sup> | Diagnostic test findings expected to be positive are positive and are somewhat beyond the range of results expected in typical cases of the given diagnosis. For example, for allergic contact dermatitis, class 3 would be assigned for multiple RPPTRs. <sup>e</sup> | Diagnostic test findings expected to be positive are positive and are significantly beyond the range of results expected in typical cases of the given diagnosis. For example, for allergic contact dermatitis, class 4 would be assigned if multiple RPPTRs <sup>e</sup> were present that indicated that the patient must avoid many widespread substance or crucial occupational |
|---|--|---|---|--|---|

|  |  |  |  |  |                        |
|--|--|--|--|--|------------------------|
|  |  |  |  |  | by related substances. |
| <p><sup>a</sup> Determine the patient’s class using the history, focussing on medically documented interference with ADLs. Objective exam findings must have been documented by a physician on at least 1 occasion to perform a rating.</p> <p><sup>b</sup> Scars are present permanently, and thus the time element is not used as part of the rating.</p> <p><sup>c</sup> Any facial scarring should be graded according to Table 11-5 and then combined with other impairments from this chapter when applicable.</p> <p><sup>d</sup> The category of Diagnostic Test Findings is not applied to scars. If no diagnostic tests are necessary or expected to be positive, then use number obtained after assessing physical exam findings as final impairment rating. Patch test reactions graded as having definite, probable, possible, or past relevance should all be considered to be RPPTRs (see Section 8.1b for a discussion of assigning relevance to patch</p> |  |  |  |  |                        |

**Skin Impairment Evaluation Summary**

*Table 8-3 Skin Impairment Evaluation Summary*

| Disorder                        | History, Including Selected Relevant Symptoms   | Examination Record   | Assessment of Skin Function   | End-Organ or System Damage                        | Diagnosis   | Degree of Impairment |
|---------------------------------|---|--|---|---|---|----------------------|
| Dermatitis <sup>15, 26-29</sup> | Duration, location, itch, redness, nail or pigment change<br>Episode of superimposed infection<br>Progression and remission factors, response to therapy, side effect from therapy<br>Atopy childhood eczema<br>Effect on work, hobbies, etc. | Papules, papule<br>vesicular Erythema, serous discharge, crusting, edema, scale, lichenified or thickened plaques<br>% of skin surface involved, hand, foot, face<br>Involvement | Clinical presentation and history<br>Biopsy (may not be necessary)<br>Patch testing only positive in allergic contact dermatitis) | Exfoliative erythroderma, atopy, rhinitis, asthma | Atopic, Allergic, irritant contact<br>Acute, subacute, chronic<br>Urticaria, photosensitive, Seborrheic, exfoliative, stasis, hand and foot, nummular | See Table 8.2        |

#### **4. COMPENSATION BENEFITS**

- (1) Payment for temporary total disablement shall be made for as long as such disablement continues, but not for a period exceeding 24 months.
- (2) If total impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act.
- (3) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act.

#### **5. MEDICAL COSTS**

- (1) Medical costs shall be provided for a period of 24 months from the date of diagnosis or longer, if in the opinion of the Commissioner, further medical costs would reduce the extent of the disablement.
- (2) Medical costs shall cover the costs of diagnosis of occupational contact dermatitis and any necessary treatment provided by any medical practitioner as well as the costs of chronic medication in the sensitized individuals.
- (3) Medical costs shall also be provided for episodes of acute on chronic flare-ups. The Commissioner shall decide on the need for, the nature and sufficiency of medical costs to be supplied.

#### **6. DEATH BENEFITS**

Death benefits payable are:

- (1) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and
- (2) Widow's and dependent's pensions shall be payable, where applicable, if the employee dies as a result of occupational contact dermatitis.

#### **7. REPORTING**

The following documentation must be submitted to the Compensation Fund or the employer individually liable or the licensee concerned

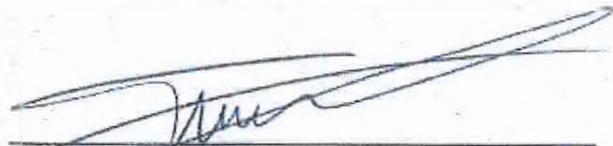
- (a) Employer's Report of an Occupational Disease (W.CL.1)
- (b) Notice of an Occupational Disease and Claim for Compensation (W.CL.1.4)

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- (c) An affidavit by the employee (W.CL.305) if an employer cannot be traced or the employer fails to timeously submit Employer's report of an Occupational Disease (W.CL.1).
- (d) Exposure History (W.CL. 110) or an appropriate employment history that may include any information that may be helpful to the Compensation Commissioner, such as Material Safety Data Sheets, risk assessment or environmental hygiene reports. The causal agent(s) must be confirmed
- (e) First Medical Report in respect of an Occupational Disease (W.CL.22)
- (f) Skin patch test results.
- (g) Results of acceptable special medical tests or investigations carried out by the medical practitioner
- (h) For each consultation, a Progress Medical Report (W.CL.26)
- (i) Final Medical Report in respect of an Occupational Disease (W.CL.26) or the Dermatological report when the employee's condition has reached maximum medical improvement including colour photographs of affected areas
- (j) In case of death, a death certificate and a BI1663 (notification of death) must be submitted. Alternatively, a death certificate accompanied by a detailed medical report on a practice letterhead on the cause of death should be submitted.

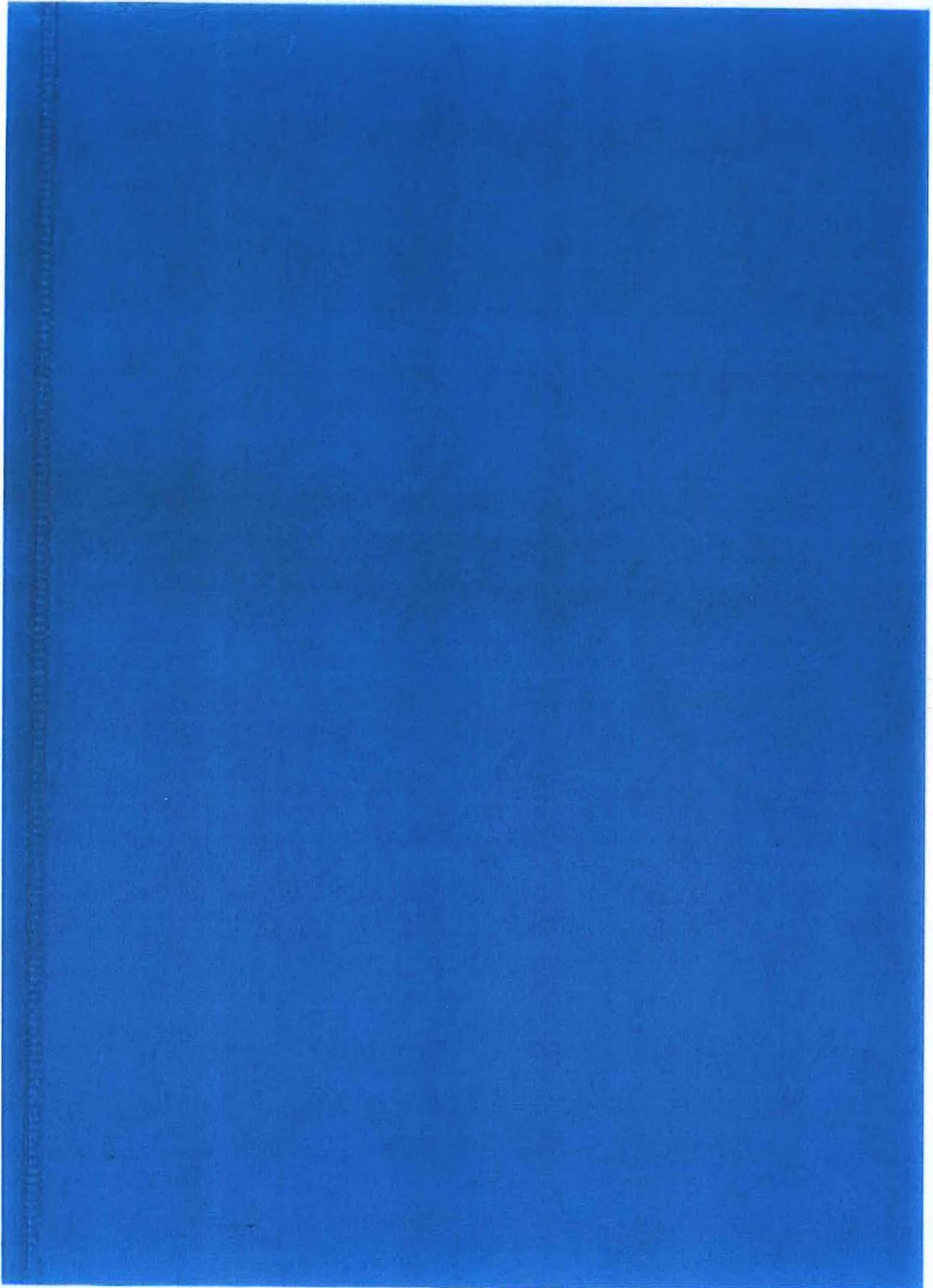
## 8. CLAIMS PROCESSING

The Commissioner shall consider and adjudicate upon the liability of all claims. The Medical Officers employed by the Compensation Fund are responsible for the medical assessment of a claim and for the confirmation of the acceptance or rejection of a claim.



MR T W NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 03/04/2023



**COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)**

**REGULATIONS ON PULMONARY TUBERCULOSIS IN HEALTH WORKERS FOR THE  
COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR  
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulations are attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.



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**MR T.W. NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 03 104 2023

**SCHEDULE A****REGULATIONS ON PULMONARY TUBERCULOSIS IN HEALTH WORKERS FOR THE  
COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR  
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993****1. DEFINITION OF REGULATION**

In these regulations, “the regulations” means the regulations relating to pulmonary tuberculosis in health workers under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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## 1. DEFINITIONS

**“Culture”** refers to the growing of microorganisms, tissue cells, or other living matter in a specially prepared nutrient medium controlled condition.

**“Gen XpectMTB/RIF”** refers to test used for rapid TB diagnosis and rapid antibiotic sensitivity test. It detects mycobacterium Tuberculosis and also identify resistance to Rifampicin in less than 2 hours.

**“Lung function tests (LFT)”** means a variety of tests that check how well the lungs are functioning, using instrument to test the volume, capacity and emptying of the lungs.

**“Mycobacterium Tuberculosis”** means a certain type of bacteria that have a tendency to affect mostly the lungs, but can affect other body parts

**“Pulmonary Tuberculosis”** means an infectious disease caused by mycobacterium Tuberculosis affecting the lungs.

**“Pulmonary”** means lungs

**“Rifampicin”** means one of the drugs used to treat TB

**“Radiology”** means a science dealing with Xrays and other high energy radiation used to detect abnormalities in the body.

**“Occupational Pulmonary Tuberculosis” (PTB)** means an infectious disease caused by Mycobacterium tuberculosis in the workplace.

## **2. DIAGNOSIS**

(1) The diagnosis of occupational PTB shall be made by medical practitioner based on the following:

- (a) definitive diagnosis by Isolation of Mycobacterium tuberculosis by
- (b) Microscopy and culture of sputum or body fluids or tissue.
- (c) Presumptive diagnosis can be established with a positive sputum smear and a relevant clinical or radiological picture OR
- (d) Two positive sputum smears OR a positive GeneXpert MTB/RIF. If it is impossible to isolate Mycobacterium tuberculosis using microscopy or bacterial culture, other acceptable diagnostic techniques may be used.
- (e) A chronological relationship between the work-related exposure and the development of PTB.
- (f) A presumed exposure to PTB bacilli during working environments where cases of active PTB are found OR as a result of analysis or testing of infected body tissues or fluids.

(2) The Medical officers employed by the Compensation Fund shall determine whether the diagnosis of PTB was made according to acceptable medical standards.

## **3. IMPAIRMENT**

- (1) Pulmonary function impairment will be determined by the lung function test done in accordance with the Commissioner regulations on Pulmonary Tuberculosis.
- (2) Impairment as a result of pulmonary TB, or complications arising from anti-TB medication administered to the employee, will be assessed in accordance with best practices using the latest AMA Guide criteria for rating permanent impairment under the relevant body system.
- (3) Final Medical Report in respect of an Occupational Disease (W.CL.26) when the employee's condition has reached maximum medical improvement and the report should clearly indicate if the employee has been compliant and has

completed treatment. Submit recent lung function tests done six months to one-year post completion of PTB treatment. If the first lung function test post 6 months is abnormal, second LFT after 12 months of treatment will be used to determine permanent disablement.

#### **4. COMPENSATION BENEFITS**

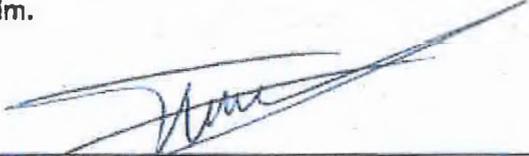
The compensation benefits payable according to the Act are:

- (1) Payment for temporary disablement shall be made for as long as such disablement continues, but not for a period exceeding 24 months, or longer, if further treatment is required (e.g. drug resistant TB).
- (2) Payment for permanent disablement shall be made, where applicable, and when a Final Medical Report is received. The Final Medical Report and lung function test (in the case of pulmonary TB) must be submitted at least 6 months and no later than 12 months after completion of treatment of tuberculosis or sooner if the treating medical practitioner considers no further improvement is anticipated. Where the LFT result done 6 months' post TB treatment, show abnormality, second LFT taken at 12 months' post treatment will be used to assess permanent disablement.
- (3) If total impairment score is zero to three (i.e. permanent disablement less than or equal to 30%), permanent disablement shall be determined and a lump sum shall be paid in terms of the Act.
- (4) If total impairment score is more than three (i.e. permanent disablement is higher than 30%), pension shall be paid in terms of the Act.

- (e) First Medical Report in respect of an Occupational Disease (W.CL. 22)
- (f) The laboratory results demonstrating Mycobacterium tuberculosis.
- (g) Supporting documentation relating to the assessment of Impairment of the employee including, where applicable, but not limited to, chest x-ray and/or any other radiology reports, lung function tests (which include pre- and post-administration of a bronchodilator), hearing function tests or nerve conduction studies.
- (h) For each consultation, a Progress Medical Report (W.CL. 26).
- (i) Final Medical Report in respect of an Occupational Disease (W.CL.26) when the employee's condition has reached maximum medical improvement and the report should clearly indicate if the employee has been compliant and has completed treatment. Submit recent lung function tests done six months to one-year post completion of PTB treatment.
- (j) In case of death, a death certificate and a B11663 (notification of death) should be submitted. Alternatively, a death certificate accompanied by a detailed medical report on a practice letterhead, on the cause of death should be submitted.

#### 8. Claims processing

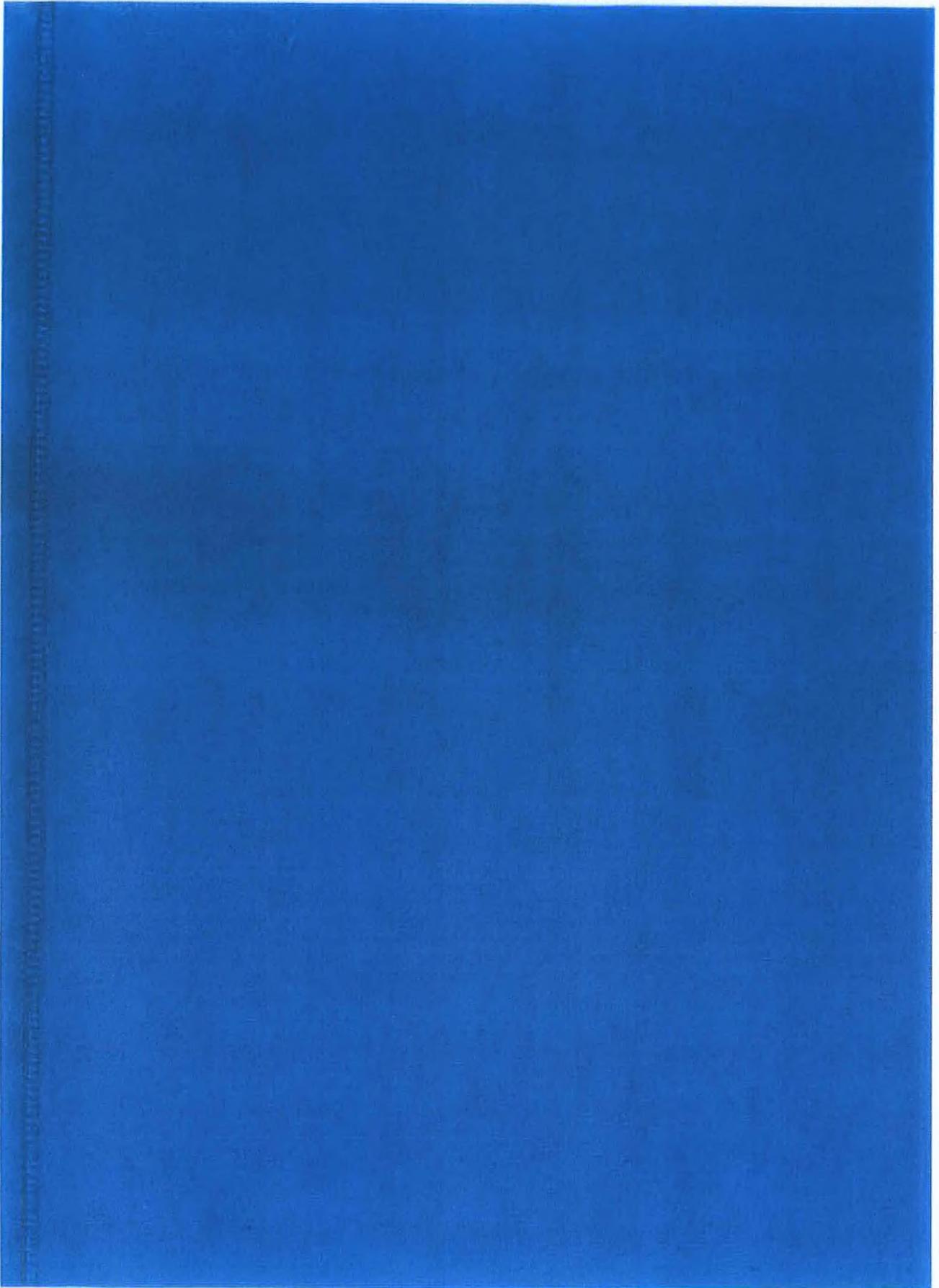
The Commissioner shall consider and adjudicate upon the liability of all claims. The Medical Officers employed by the Compensation Fund are responsible for medical assessment of the claim and for the confirmation of the acceptance or rejection of the claim.



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MR T.W. NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 03/04/2023



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**GOVERNMENT NOTICE**

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**Department of Employment and Labour**

No.

2023

**COMPENSATION FOR OCCUPATIONAL INJURIES AND  
DISEASES ACT, 1993 (ACT NO 130 OF 1993)****REGULATIONS ON OCCUPATIONALLY ACQUIRED HIV/AIDS FOR THE COMPENSATION FUND MADE BY THE  
MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, after consultation with the Compensation Board, hereby make the following attached regulations in terms of Section 97 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended. The regulations are attached as Schedule A.

**EFFECTIVE DATE OF REGULATIONS**

The regulations will come into effect on the date of publication hereof in the Gazette.



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**MR T W NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 03 104 2023

**SCHEDULE A****REGULATIONS ON OCCUPATIONALLY ACQUIRED HIV/AIDS FOR THE COMPENSATION FUND MADE BY THE MINISTER UNDER COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993****1. DEFINITION OF REGULATION**

In these regulations, “the regulations” means the regulations relating to HIV/AIDS under Compensation for Occupational Injuries and Diseases Act, 1993; and any word or expression to which a meaning has been assigned in the regulations shall have that meaning unless the context otherwise indicates.

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## 1. DEFINITIONS

**“AIDS”** means Acquired Immune Deficiency Syndrome – a syndrome that results from infection with Human Immunodeficiency Virus;

**“Antibodies”** means substances produced by cells of human body’s Immune system in response to foreign substances that have entered the body;

**“Confidentiality”** means right of a person, or employee to have their medical information, including HIV status, kept private within the multi-disciplinary team;

**“Counselling”** means confidential dialogue between a client and a trained counsellor aimed at enabling the client to cope with stress and take personal decisions related to an illness, e.g. HIV / AIDS;

**“HIV”** means Human Immunodeficiency Virus – the name of the virus that weakens the immune system and may lead to AIDS;

**“HIV Infected source”** means an HIV positive person’s blood, body fluids or tissue or an object contaminated by HIV positive blood or body fluids that can expose another person to HIV infection;

**“Immune system”** means a complex system of cells and cell substances that protects the body from infection and disease;

**“Informed consent to HIV testing”** means the situation whereby the exposed employee has been provided with information, understands it, and based on that he/she agrees to undertake HIV test;

**“Maximum medical Improvement”** mean when the treating medical practitioner considers that no further improvement is anticipated on available medical treatment;

**“Occupational exposure”** means exposure to blood and other body fluids, which may be infected by HIV during the course of carrying out working duties;

**“Opportunistic Infections”** means infections that occur because a person’s Immune system is weak that it cannot fight Infections;

**“Occupationally acquired HIV Infection”** means an infection contracted as a result of exposure to an HIV infected source in a workplace, resulting in progressive weakening of the immune system of an individual which may lead to AIDS. The HIV infection must have arisen out of and in the course of employment; and

**“Post exposure prophylaxis”** means the antiretroviral medicine that can reduce the HIV seroconversion risk, which should be taken immediately after the exposure, (no later than 72hours).

## **2. DIAGNOSIS**

The diagnosis of occupationally acquired HIV shall be made by the medical practitioner based on the following:

The diagnosis of occupationally acquired HIV infection must be confirmed by any test that is acceptable according to the Department of Health HIV Guidelines and the South African HIV Clinicians Society. For the purpose of diagnosing occupationally acquired HIV Infection at any given time, the following criteria must be met:

- (a) An occupational exposure to a known HIV infected source.
- (b) Documented (proof of a reported) work – related incident or accident involving a potential HIV infected source.
- (c) Laboratory blood test results (baseline HIV, hepatitis B and C and RPR test results) of the

exposed employee done within 72 hours of the incident or accident, confirming the absence of HIV antibodies and the absence of HIV antigen/virus (PCR) including viral load.

- (d) Confirmation that the source was HIV infected.
- (e) Confirmatory laboratory blood test results of the exposed employee confirming HIV infection (seroconversion) at six and or twelve weeks or six months after the date of the work-related incident or accident.

**3. IMPAIRMENT**

- (1) Assessment of Impairment shall be determined after maximum medical improvement (MMI) has been reached i.e. when the treating medical practitioner considers that no further improvement is anticipated on available medical treatment.
- (2) Permanent functional impairment due to residual and permanent sequelae of an HIV / AIDS related condition(s) shall be assessed according to the system and organ(s) affected.
- (3) For functional scale which is consequently a component of the ratings for HIV disease.
- (4) The class ratings for some of the processes considered reflect factors that have an impact on the ability of the individual with that disease to perform Activities of Daily Livings (ADLs). No separate functional scale is used for these.
- (5) The functional class derived in the below tables.
- (6) The latest AMA guides approach exposure to HIV and overt disease using four tables below:

**Methodology for Determining the Grade in an Impairment Class**

| IMPAIRMENT CLASS   | CLASS 0 | CLASS 1 |     |     |     |     | CLASS 2 |     |     |     |     | CLASS 3 |     |     |     |     | CLASS 4 |     |     |     |     |
|--------------------|---------|---------|-----|-----|-----|-----|---------|-----|-----|-----|-----|---------|-----|-----|-----|-----|---------|-----|-----|-----|-----|
|                    |         | 1       | 2   | 3   | 4   | 5   | 6       | 7   | 8   | 9   | 10  | 11      | 12  | 13  | 14  | 15  | 16      | 17  | 18  | 19  | 20  |
| SEVERITY GRADE (%) |         | (A)     | (B) | (C) | (D) | (E) | (A)     | (B) | (C) | (D) | (E) | (A)     | (B) | (C) | (D) | (E) | (A)     | (B) | (C) | (D) | (E) |

|  |  |                 |                 |                 |                 |
|--|--|-----------------|-----------------|-----------------|-----------------|
|  |  | ↑               | ↑               | ↑               | ↑               |
|  |  | Class 1 Default | Class 2 Default | Class 3 Default | Class 4 Default |

(a) In order to consistently determine the appropriate impairment grade for a given class, the following procedure is recommended:

- (i) Determine the Impairment class (IC) first, according to the "key factor" for that particular impairment grid
- (ii) Default to the middle ("C") grade position for that IC
- (iii) For the first remaining (non-key) factor, determine the most appropriate IC position and record the number difference to the key factor IC
- (iv) Repeat step 3 for each remaining (non-key) factor
- (v) Summate the IC column differences and add or subtract the final number from the default identified in step 1 to determine the final impairment grade

**Table 9. 1: Karnofsky Performance Status Scale (KPSS) Definitions Rating (%) Criteria**

|     |   |
|-----|---|
| 100 | <b>Normal ; no complaints; no evidence of disease</b>                                     |
| 90  | <b>Able to carry on normal activity; minor signs or symptoms of disease.</b>              |
| 80  | <b>Normal activity with effort; some signs or symptoms of disease</b>                     |
| 70  | <b>Cares for self; unable to carry on normal activity or to do active work</b>            |
| 60  | <b>Requires occasional assistant; but is able to care for most of his personal needs.</b> |
| 50  | <b>Requires considerable assistance and frequent medical care</b>                         |
| 40  | <b>Disabled; requires special care and assistance</b>                                     |
| 30  | <b>Severely disabled; hospital admission is indicated, although death not imminent</b>    |
| 20  | <b>Very sick; hospital admission necessary; active supportive treatment necessary</b>     |
| 10  | <b>Moribund; fatal processes progressing rapidly</b>                                      |
| 0   | <b>Dead</b>   |

**Table 9.2: Eastern Cooperative Oncology group Performance Status Scale (ECOG-PSS)**

|                    |   |
|--------------------|---|
| Class 0 (none)     | Fully active; able to carry on all predisease performance without restriction (Karnofsky 90% to 100%)   |
| Class 1 (mild)     | Restricted in physically strenuous activity but ambulatory and able to carry out work of a light or sedentary nature e.g. Light housework, office work (Karnofsky 70% to 80%) |
| Class 2 (moderate) | Ambulatory and capable of all self care but unable to carry out any work activities; up and about more than 50% of waking hours (Karnofsky 50% to 60%)                        |
| Class 3 (severe)   | Capable of only limited self care, confined to bed or chair more than 50% of waking hours (Karnofsky 30% to 40%)  |
| Class 4 (extreme)  | Completely disabled; cannot carry out any self care; totally confined to bed or chair (Karnofsky 10% to 20%)  |

*\*KPSS is widely used to describe the functional ramification of both oncology disease and AIDS*

(7) In each class there are 5 different possible impairment grades

(8) The median grade is the default rating for initial Impairment determination and may be adjusted on either side of the median but only in the same Impairment class, based on the non-key factors according to history and physical exam

(9) The general steps for determining Impairment class, and grade within class are outlined according to the example in the following table

(10) The differences in clinical implications regarding movement from one class to another are large. The difference in the choices for ratings in class 3 & 4 as opposed to lower classes reflects the difference between having signs and symptoms that are generally controlled by treatment versus those that are uncontrolled by treatment.

**Table 9.8: Criteria for Rating Permanent Impairment due to HIV Disease**

| Class                              | Class 0               | Class 1   | Class 2   | Class 3  | Class 4  |
|------------------------------------|-----------------------|---|---|--|--|
| Whole person Impairment Rating (%) | 0                     | 3% - 15%  | 18% - 30%   | 35% - 55%  | 60% - 80%  |
| Severity Grade (%)                 |                       | 3 6 9 12<br>15<br>(A B C D E)                                   | 18 21 24 27 30<br>(A B C D E)   | 35 40 45 50 55<br>(A B C D E)  | 60 65 70 75 80<br>(A B C D E)  |
| History                            | Requires no treatment | Requires ARVs Therapy to control signs and symptoms Of disease. | Requires ARVs Therapy and Constant medical therapy to prevent opportunistic Infections – history of prior Infections. | Requires constant ARVs therapy and chronic suppressive therapy with at least 1 active opportunistic Infection. | Requires constant medical therapy and chronic suppressive therapy with at least opportunistic Infections and/or opportunistic Infections require hospitalization at least once per year. |

|                    |   |  |                              |                              |                    |
|--------------------|---|--|------------------------------|------------------------------|--------------------|
| Objective Findings | CD4 count of > 800 or HIV by polymerase chain reaction (PCR) < 50 | CD4 count of 500 to < 800 or HIV by PCR > 50 000 | CD4 count of > 200 but < 500 | CD4 count of < 200 but > 100 | CD4 count of < 100 |
| Functional class   | Class 0   | Class 1  | Class 2                      | Class 3                      | Class 4            |

(11) Initial score based on CD4 count is adjusted to 75% if patient meets a history criterion for class and to 80% if also meets functional criteria. Objective findings are key factors. A key factor driving the impairment class assignment. The other factors determining at what grade (%) the ratings in a particular class.

(12) Impairment % may reflect severity of symptoms, physical and laboratory findings and estimated functional limitation resulting from Hematologic abnormality.

(13) The ratings of all classes, especially class 4, have been decreased as once one moves to higher levels of impairment, there is inevitably involvement of other organ systems or other hematologic process.

NB: These should be identified, rated and combined with the haematology oncology impairment ratings.

**Table 9.3: Burden of Treatment Compliance**

| Intervention  | % Impairment |
|---|--------------|
| Chronic anticoagulant therapy                           | 5%           |
| Chronic oral corticosteroids (discretionary)            | Up to 3%     |
| Chronic other immunosuppressant therapy (discretionary) | Up to 3%     |
| Iron chelation or other systemic therapy                | Up to 3%     |

|  |          |
|--|----------|
| Chronic oral chemotherapy (discretionary)                          | Up to 5% |
| Intravenous chemotherapy: per cycle given over the prior 6 months* | 1%       |
| Radiotherapy : per week given over the prior 6 months              | 1%       |
| Transfusion per unit per month                                     | 1%       |
| Phlebotomy : per treatment per month                               | 1%       |
| Apheresis: per treatment per month                                 | 3%       |
| Bone marrow transplant   | 10%      |

#### 4. COMPENSATION BENEFITS

Compensation benefits will be payable according to the Compensation of Occupational Injuries and Diseases Act. Eligibility for benefits will lapse if there is no seroconversion after 6 months from the date of the incident.

##### (a) Temporary total disablement

Payment for reasonable temporary total or partial disablement shall be made for as long as such a disablement continues but not for a period exceeding 24 months.

##### (b) Permanent disablement

Permanent disablement will be assessed:

- (i) Once the treating doctor has furnished a comprehensive Final Medical Report (W CI 5) to Compensation Commissioner.
- (ii) A confirmed diagnosis of occupationally acquired HIV infection shall be determined according to the latest Edition of AMA Guide on permanent disablement.
- (iii) Permanent disablement due to impairment as a result of permanent sequelae of an HIV/AIDS related condition(s) shall be assessed according to other relevant regulations or schedules to the Act.

- (iv) A confirmed diagnosis with advanced AIDS and or treatment failure where all available HAART regimens have been exhausted shall be determined according to the latest AMA Guide for permanent disablement.

## **5. MEDICAL COSTS**

- (1) The medical costs shall cover the management of exposure, the diagnosis of HIV infection and any necessary treatment, including antiretroviral drugs (post exposure prophylaxis and chronic medication), provided by any health care provider. Medical costs for Post exposure prophylaxis will be covered until confirmation that the source is negative or after the 6 months' window period repeat test and the employee is negative.
- (2) When a person has seroconverted medical costs shall be provided for a period of not more than 24 months from the date of diagnosis or longer, if in the opinion of the Commissioner, further medical cost will reduce the extent of the disablement.
- (3) Medical costs shall cover the costs of diagnosis of HIV/AIDS and any necessary treatment provided by any health care provider.
- (4) The Commissioner shall decide on the need for, the nature and sufficiency of medical costs to be supplied.
- (5) The management of HIV/AIDS related opportunistic infections will be covered under COIDA for accepted claims.
- (6) The Commissioner shall decide on the nature of and the sufficiency of the medical costs to be supplied.
- (7) The employer should ensure that the employee has access to post exposure prophylaxis (PEP) and on treatment within 72 hours after exposure.

## **6. DEATH BENEFITS**

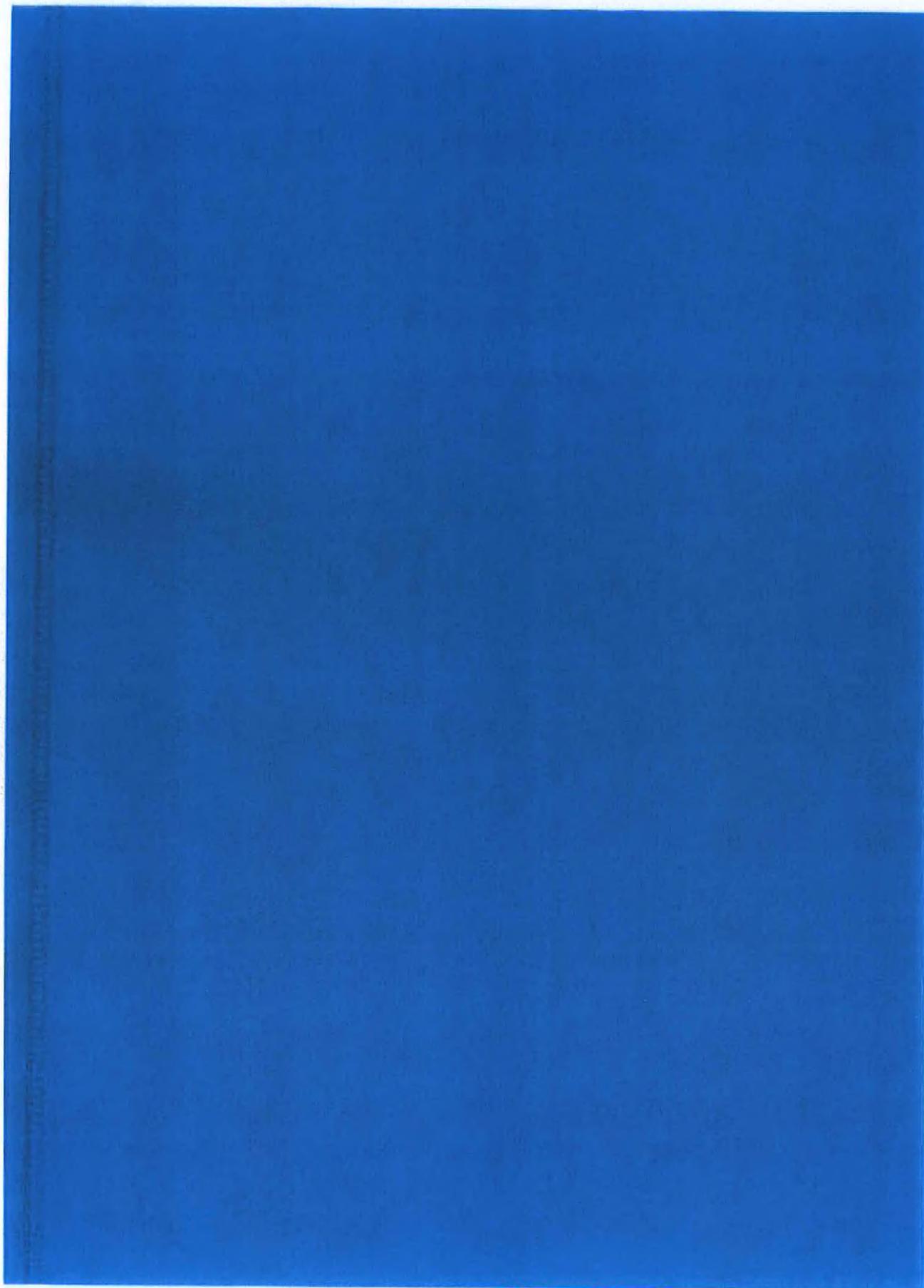
Death benefits payable are:

- (a) Reasonable burial expenses shall be paid in terms of Burial Expenses Policy; and
- (b) Widow's and dependent's pensions shall be payable, where applicable, if the employee dies as a result of occupationally acquired HIV/AIDS.

## 7. REPORTING

(1) The following documents must be submitted to the Office of the Compensation Fund immediately after the incident or accident:

- (a) Initial report of occupational exposure to blood or other body fluid-borne pathogens (W CL 306). (Annexure A), and a copy of certified Identity document.
- (b) Further documents as may be required to be submitted to the Office of the Compensation Commissioner or the employer individually liable or licensee after seroconversion are listed below, and confidentiality should be respected at all times.
- (c) Employer's Report of an Accident (W CL 2).
- (d) Notice of Accident and Claim for Compensation (W CL 3)
- (e) First Medical Report (W CL 4) and
- (f) Laboratory blood test results (baseline HIV test results) of the exposed employee done within 72 hours of the incident/ accident, confirming the absence of HIV antibodies and the absence of HIV antigen/virus (PCR).
- (g) Confirmation that the source was HIV infected. Laboratory blood test of HIV test results of the source.
- (h) Confirmatory laboratory blood test results of the exposed employee confirming HIV infection (seroconversion) at six and or twelve weeks or six months after the date of the work-related incident / accident.
- (i) Progress Medical Report (to be submitted monthly to the Compensation Commissioner. (W CL 5P).
- (j) All other reports that may be relevant to the diagnosis and treatment of the condition.
- (k) Final Medical report (W CL 5F)
- (l) In case of death, a death certificate and a BI1663 (notification of death) must be submitted. Alternatively, a death certificate accompanied by a detailed medical report on a practice letterhead on the cause of death must be submitted.



## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3366

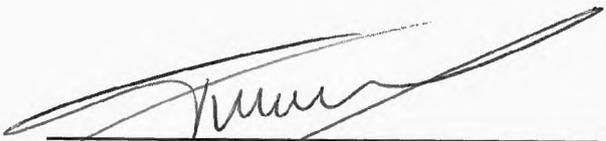
5 May 2023

## LABOUR RELATIONS ACT, 1995

## CANCELLATION OF GOVERNMENT NOTICE

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO: AUTOWORKERS  
PROVIDENT FUND COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995 cancel Government Notice No. R. 2406 of 24 August 2022 with effect from the second Monday after the date of publication of this notice.

  
\_\_\_\_\_  
**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 18/04/2023

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3367

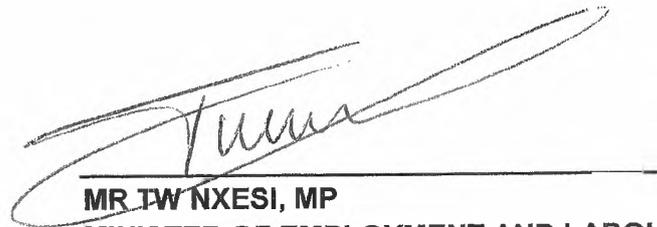
5 May 2023

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO:  
PROVIDENT FUND COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995 cancel Government Notice No. R. 2405 of 24 August 2022 with effect from the second Monday after the date of publication of this notice.



**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 18/04/2023

## DEPARTMENT OF EMPLOYMENT AND LABOUR

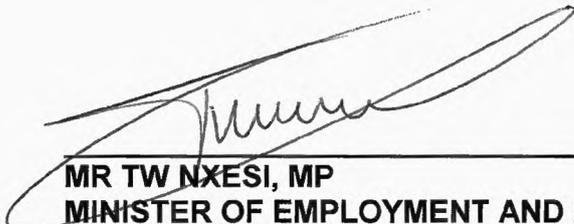
NO. R. 3368

5 May 2023

## LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO:  
EXTENSION TO NON-PARTIES OF THE AUTOWORKERS PROVIDENT FUND  
COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council – MIBCO**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication and for the period ending 31 August 2025.

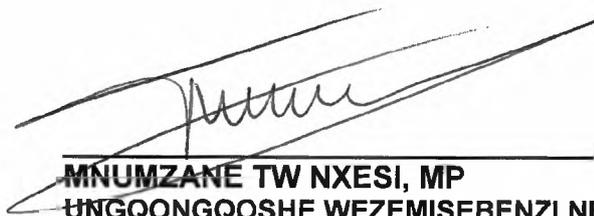


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**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 18/04/2023

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI****YEZIMOTO:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SE AUTOWORKERS****PROVIDENT FUND SELULELWA KULABO ABANGEYONA INGXEYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yeziMoto**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2025.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**  
**USUKU: 18/04/2023**

**SCHEDULE****MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO****AUTOWORKERS PROVIDENT FUND****COLLECTIVE AGREEMENT**

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

**Fuel Retailers Association – FRA**

and the

**Retail Motor Industry Organisation – RMI**

and the

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

**National Union of Metalworkers of South Africa – NUMSA**

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



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**CLAUSE 1 - PERIOD OF OPERATION**

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

**CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT**

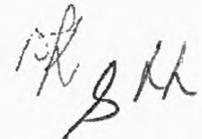
- (1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;
- (a) in the Republic of South Africa,
    - (i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and
    - (ii) by non-parties, to the extent that the Minister has granted an extension of this agreement to non-parties in terms of section 32 of the LRA.
    - (iii) by all employees in grades 1 to 6 in the Motor Industry and by their employers in the Motor Industry.
  - (b) excluding those in terms Section 2 of the LRA:
    - (i) the National Defense Force;
    - (ii) the National Intelligence Agency; and
    - (iii) the South African Secret Service.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
- (a) grades 1 to 6 employees who are members of the Motor Industry Provident Fund until such time as the parties agree that they are transferred to the Auto Workers' Provident Fund;
  - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
  - (c) employees in respect of whom their employer contributes, and for as long as



- their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favorable than those provided by the Fund; and
- (d) any fixed term and/or probationary employee for six months from the date on which he begins employment in the Motor Industry; provided that any employer may in his discretion waive this exclusion.
- (3) Notwithstanding the provisions of sub-clauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2025; **the amount equal to the National Wage Threshold published in the Basic Conditions of Employment Act.**
- (4) The provisions of clause 6.1 (1) of this MIBCO Main Agreement shall be applicable to all employees, excluding commission on sales, receiving up to –
- (a) For weekly earners –  
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (b) For monthly earners –  
is the sum of the published National Wage Threshold divided by 12 (months);
- (5) Clause 1 of the Preamble and Clause 1(1)(a) of Division A in the MIBCO Main Agreement, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of section 32 of the LRA.

### CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1995, as amended from time to time and the Main Agreement shall have the meanings assigned to them in the Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall



include females and vice versa; further, unless inconsistent with the context -

**“Act”** means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.

**“Administrative Agreement”** means the Agreement entered into between the parties for the administration of the Council as published in terms of a Government Gazette and any subsequent renewals and/or amendments thereto.

**“Apprentice”** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act as well as a learner in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998.

**“AWPF”** means the Auto Workers’ Provident Fund (Fund), applicable to grade 1 to 6 employees and their employers in the Motor Industry, including any amendments thereto (Registration no. 12/8/32783 as of 03 July 1995).

**“Council”** means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act.

**“Division B employees”** means those employees as defined in the Main Agreement from time to time.

**“Establishment”** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted.

**“Independent Board”** means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non -parties against the refusal of a non -party’s application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council.

**“Fund”** means the Auto Workers’ Provident Fund, established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependents of such employees on the death of such employees.

**“Grades 1 to 6 employees”** means those employees as defined in the Main Agreement from time to time.

**“Main Agreement”** means the Agreement in which wages and other conditions of service are

specified for employees in the Motor Industry, as published in terms of section 32 of the Act.

**“MIFA”** means Motor Industry Fund Administrator in terms of Section 13 of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

**“MIRF”** means Motor Industry Retirement Fund in terms of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

**“Motor Industry” or “Industry”** means the Motor Industry as defined in the Main Agreement from time to time.

**“National Wage Threshold”** means the wage threshold determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

**“PFA”** means the Pension Funds Act, Act no 24 of 1956, as amended, from time to time.

**“PR artisan”** means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a artisan performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of 'Motor Industry' in this Agreement, or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three-and-a-half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the 'Motor Industry' as defined.

[Note: Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.]

**“Pensionable remuneration”** means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece work basis receives over and

above the amount he would have received if he had not been employed on such basis, but includes commission received on the sale of goods; provided, however, that all commission received in excess of R11 336.44 per month shall be excluded, unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation.

“PFA” means the Pension Funds Act, Act no 24 of 1956, as amended from time to time;

“Region EC” means those areas defined as ‘Area Eastern Cape’.

“Region KZN” means the areas defined as ‘Area KwaZulu-Natal’.

“Region FS & NC” means those areas defined as ‘Area Free State & Northern Cape’.

“Region HVL” means those areas defined as ‘Area Highveld’.

“Region NR” means those areas defined as ‘Area Northern Region’.

“Region WP” means those areas defined as ‘Area Western Cape’.

“Regional Council” means a committee appointed as such by the Council in terms of its Constitution.

“Regional Council” means a committee appointed as such by the Council in terms of its constitution for any region defined herein.

“Retirement age” means 65 years.

“Voluntary member” means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement.

“Week” means a period of seven consecutive days commencing at midnight on a Sunday.

#### CLAUSE 4 - ESTABLISHMENT AND OBJECTS OF THE FUND

- (1) The Auto Workers' Provident Fund (hereinafter referred to as the "Fund"), originally established in terms of Government Notice No. R. 837 of 23 June 1995, is hereby continued.



- (2) The Fund shall consist of contributions as specified in this Agreement, and interest, dividends or rental earnings on investments.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

#### CLAUSE 5 - MEMBERSHIP

- (1) Subject to the provisions of clause 2 of this agreement and of sub clause (3) of this clause, membership of the fund shall be compulsory for every employee, within the registered scope of the Council and falling below the threshold defined in the Main Agreement, employed in the Motor Industry in grades 1 to 6 who has not reached retirement age.
- (2) Employees who are not compulsory members in terms of sub clause (1) and Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor Industry, may be admitted to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and their employers.
- (3) Every employee for whom membership is compulsory in terms of sub clause (1) of this clause, and every person admitted to voluntary membership in terms of sub clause (2) of this clause, shall -
  - (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry; and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one Region to another.
  - (b) when required to do so by the Council, a Regional Council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.



**CLAUSE 6 - CONTRIBUTIONS**

- (1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) or every voluntary member in terms of clause 5(2) of this Agreement, shall contribute 7,5 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry; provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.
- (2) The contributions specified in sub clause (1) shall, subject to the proviso contained in sub clause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.
- (3) Every employer shall contribute and add to the contributions deducted in terms of sub clause (2) an amount equal to 8% of the member's pensionable remuneration.
- (4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of sub clause (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:
  - (a) Name, initials and national identification number of each employee;
  - (b) amount of contributions remitted in respect of each employee.
  - (c) the date on which service began or service ended, in the case of employees whose employment began or ended since the details were last submitted.
- (5) Employee and employer contributions (contributions) payable in terms of this clause shall be payable by the employer no later than 30 (thirty) days after of the month immediately following that to which the contributions relate. The employer shall, together with the contributions payable under this clause, submit a statement containing the details referred to in sub clause 4 of this Agreement to the Secretary of the relevant Regional Council.



**Note:**

- (a) The present email and postal addresses of the Secretaries of the various Regional Councils are as follows:

|                  |  |
|------------------|--|
| Region EC:       | PO Box 7270, Gqeberha, 6055;<br><a href="mailto:Mibco.EC@mibco.org.za">Mibco.EC@mibco.org.za</a>             |
| Region KZN:      | PO Box 10230, Ashwood, 3605;<br><a href="mailto:Mibco.KZN@mibco.org.za">Mibco.KZN@mibco.org.za</a>           |
| Region FS & NC:  | PO Box 910, Bloemfontein, 9300;<br><a href="mailto:Mibco.FSNC@mibco.org.za">Mibco.FSNC@mibco.org.za</a>      |
| Region Highveld: | PO Box 2578, Randburg, 2125;<br><a href="mailto:highveldregion@mibco.org.za">highveldregion@mibco.org.za</a> |
| Region Northern: | PO Box 13970, Hatfield 0028;<br><a href="mailto:Mibco.NR@mibco.org.za">Mibco.NR@mibco.org.za</a>             |
| Region WP:       | PO Box 17, Bellville, 7535.<br><a href="mailto:Mibco.wp@mibco.org.za">Mibco.wp@mibco.org.za</a>              |

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the Region concerned.
- (6) The contributions payable by employers as specified in sub clause (3) shall not be refundable.
- (7) The contributions collected by Regional Councils in terms of this clause shall be paid to the Fund.
- (8) Compound interest on late payments or unpaid amounts and values shall be calculated for the period from the first day of the month following the expiration of the period in respect of which the relevant amounts or values are payable or transferable until the date of receipt by the fund at the rate prescribed...
- (9) Notwithstanding the provisions of this clause an employer who has been discovered in

terms of the provisions of the Collective Administrative Agreement between the parties, shall be liable for any amounts due in respect of provident fund contributions, excluding contributions for which the employee is liable in terms of this Agreement or any other Agreement relating to the provident fund, from commencement of employment in respect of each employee including penalties and interest payable to the provident fund in terms of the PFA in respect of such employee. The provisions of this clause are subject to the respective employee electing in writing within 30 days of the discovery referred to Administrative Agreement sub-clause 10(1)(b) whether to enforce or the waive compliance with the provisions of this clause by the employer. The contributions will be waived should no submission by respective employees be received by the Regional Secretary within the 30 days.

#### **CLAUSE 7 - ADMINISTRATION**

- (1) The Fund shall be administered in accordance with rules approved by the Financial Services Conduct Authority (FSCA); which rules shall not be inconsistent with the provisions of this Agreement, the Act or of the PFA, and a copy of the rules and details of any amendments to them shall be lodged with the FSCA.

#### **CLAUSE 8 – LIQUIDATION OR DISSOLUTION**

- (1) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Parties may appoint the Company, to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to discharge such duties the FSCA; shall appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.
- (2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the FSCA; may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the FSCA; may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes



of this Agreement.

- (3) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar of Employment and Labour Relations may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the Registrar of Employment and Labour Relations may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

### CLAUSE 9 - AGENTS

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises or institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and payment advise, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

### CLAUSE 10 – EXEMPTIONS

- (1) Subject to the provisions of the Act and the PFA, exemption from any of the provisions of this agreement may be granted by the Council or Regional Councils, to any party on application.
- (2) Application for exemption shall be made, in a form prescribed by the Council, to the General Secretary of the Council or the Secretary of the Regional Council within whose area the applicant operates or is employed.
- (3) The Regional Council or the Council, as the case shall be, subject to the provisions of the Act and PFA, fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any license of exemption.



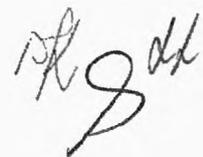
- (4) The secretary of the Regional Council or the Secretary of the Council, as the case shall be, shall issue to every person granted exemption –
- (a) number consecutively all licenses issued;
  - (b) retain a copy of each licenses issued; and
  - (a) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (5) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.
- (6) Employers seeking to be exempted from this fund may not transfer to an alternate fund until an exemption is granted and shall continue contributing.
- (7) On the Section 14 transfer process –
- (a) A member registering with an alternative fund whilst still with this fund –
    - (i) shall continue contributing to this fund for as long as he is deemed to be a member of this fund; and
    - (ii) shall stop contributing when the cancellation of this fund is granted.
  - (b) A member registering with this fund whilst still on a different/other fund –
    - (i) shall continue contributing to the other fund for as long as he is deemed to be a member of that fund; and
    - (ii) shall stop contributing to the other fund when the cancellation of that fund is granted and will start contributing to this fund.
- (8) **Exemption from the Autoworkers Provident Fund:**
- (a) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:
    - (i) The alternative fund must be a properly structured pension/provident/retirement fund registered in terms of the Pension Funds Act.



- (ii) Applications for exemption submitted by an employer on behalf of its employees to be exempted from the industry's retirement funds shall be made on an official company letterhead and shall be signed by the employer or its duly authorized representative.
- (iii) Applications for exemption submitted by a group of employees to be exempted from the industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorized representative.
- (iv) The contributions to the alternative fund by both employer and employee shall be at least the equivalent to that required by the industry's funds respectively.
- (v) The waiting period for membership to the alternative fund(s) shall not be longer than 6 months.
- (vi) All new alternative funds' benefits shall be collectively better than those of the industry's funds and the benefits of all existing funds which at present enjoy exemption shall be equal to or better than those of the industry's funds.
- (vii) Membership of an alternative fund that complies with these criteria shall be compulsory when an exemption is granted from membership of the Industry funds.
- (viii) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the matters of retirement funds, who shall observe the provisions of this clause and who shall make a final and binding ruling.

#### CLAUSE 11 - REMITTANCE

Subject to the provisions of clause 6 of this agreement, whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honored for any reason whatsoever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 per cent to



2 per cent as determined by the Council in its sole discretion, of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

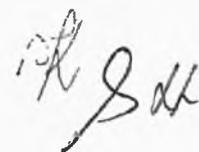
#### CLAUSE 12 - INDEPENDENT BOARD

- (1) In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
- (i) the ability to be objective, independent and impartial;
  - (ii) sound decision-making skills;
  - (iii) leadership qualities, particularly in respect of exercising sound judgment;
  - (iv) be a person in whose impartiality and integrity the public can have confidence;
  - (v) understand and comply with confidentiality requirements;
  - (vi) working knowledge and experience of labour and collective bargaining matters; and
  - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement



and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:

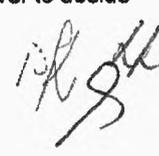
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
  - (b) All appeals lodged by non -parties shall be considered by the Independent Board with due regard to the Exemption criteria set out in sub clause (7) below.
  - (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
    - (i) the period for which the appeal is required;
    - (ii) the Agreement and clauses or sub clauses of the Agreement from which appeal 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.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if –
- (a) it does not undermine the agreement;
  - (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.
- (5) Once the Independent Board has granted an appeal, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:



- (a) the written substantiation and motivation submitted by the applicant;
- (b) the extent of consultation with and the petition for or against granting the appeal as provided by employers or employees who are to be affected by the appeal if granted;
- (c) the scope of appeal required;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the appeal ;
- (f) the viewing of the appeal 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;
- (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the appeal;
- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (j) any recommendation from the Council.

#### CLAUSE 13 - RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement a "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council in the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide



upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration cost in terms of section 138 (10) of the said Act.

- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement
- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act.





**ANNEXURE A  
AUTO WORKERS' PROVIDENT FUND  
APPLICATION FOR REGISTRATION AS A MEMBER**

|   |  |                |  |                      |  |                              |  |
|---|--|----------------|--|----------------------|--|------------------------------|--|
| Fund No   |  | 12/8/32783     |  |                      |  |                              |  |
| Identity/Passport No                                      |  |                |  |                      |  |                              |  |
| Surname   |  |                |  |                      |  |                              |  |
| First names   |  |                |  |                      |  |                              |  |
| Date of birth   |  | Year           |  | Month                |  | Day                          |  |
| Male or Female (Gender)                                   |  |                |  |                      |  |                              |  |
| Employed by (employer's name and address)                 |  |                |  |                      |  |                              |  |
| Occupation  |  |                |  |                      |  |                              |  |
| Applicant's private address                               |  |                |  |                      |  |                              |  |
| Were you employed in the Motor Industry previously?       |  |                |  |                      |  |                              |  |
|   |  | Yes            |  |                      |  | No                           |  |
| If the answer is "Yes" state name and address of employer |  |                |  |                      |  |                              |  |
|   |  |                |  |                      |  |                              |  |
|   |  |                |  |                      |  |                              |  |
| <b>ALTERNATIVE CONTACTS FOR MEMBER</b>                    |  |                |  |                      |  |                              |  |
| <b>Next of kin</b>  |  |                |  |                      |  |                              |  |
| <b>Full Name</b>  |  | <b>Surname</b> |  | <b>Email Address</b> |  | <b>Telephone:<br/>Mobile</b> |  |
|   |  |                |  |                      |  |                              |  |
| <b>1<sup>st</sup> Relative not living with Member</b>     |  |                |  |                      |  |                              |  |
| <b>Full Name</b>  |  | <b>Surname</b> |  | <b>Email Address</b> |  | <b>Telephone:<br/>Mobile</b> |  |
|   |  |                |  |                      |  |                              |  |
| <b>2<sup>nd</sup> Relative not living with Member</b>     |  |                |  |                      |  |                              |  |
| <b>Full Name</b>  |  | <b>Surname</b> |  | <b>Email Address</b> |  | <b>Telephone:<br/>Mobile</b> |  |
|   |  |                |  |                      |  |                              |  |

*Handwritten signature*

| <b>DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)</b>  |                  |                |                                 |                              |
|---|------------------|----------------|---------------------------------|------------------------------|
| <i>I nominate as my additional beneficiaries in the event of my death:</i>  |                  |                |                                 |                              |
| <b>Nom.</b>   | <b>Full Name</b> | <b>Surname</b> | <b>Identity/Passport Number</b> | <b>Percentile payout (%)</b> |
| 2   |                  |                |                                 |                              |
| 3   |                  |                |                                 |                              |
| 4   |                  |                |                                 |                              |
| 5   |                  |                |                                 |                              |
| <b>Disabilities (YES/NO)</b>  |                  |                |                                 |                              |
| <b>Provide Detail if YES</b>  |                  |                |                                 |                              |
| <b>Chronic Illnesses (YES/NO)</b>   |                  |                |                                 |                              |
| <b>Provide Detail if YES</b>  |                  |                |                                 |                              |
| <i>(Mark the appropriate block with an X)</i>   |                  |                |                                 |                              |
| I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="checkbox"/> and registered employer <input type="checkbox"/> |                  |                |                                 |                              |
| I, the undersigned, hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.   |                  |                |                                 |                              |

Signature

Date

Telephone:  
Mobile

Email Address



**ANNEXURE B  
AUTO WORKERS' PROVIDENT FUND  
APPLICATION FOR REGISTRATION AS A VOLUNTARY MEMBER**

|  |      |            |       |               |     |                      |  |
|--|------|------------|-------|---------------|-----|----------------------|--|
| Fund No  |      | 12/8/32783 |       |               |     |                      |  |
| Identity/Passport No                                       |      |            |       |               |     |                      |  |
| Surname  |      |            |       |               |     |                      |  |
| First names  |      |            |       |               |     |                      |  |
| Date of birth  | Year |            | Month |               | Day |                      |  |
| Male or Female (Gender)                                    |      |            |       |               |     |                      |  |
| Employed by (employer's name and address)                  |      |            |       |               |     |                      |  |
| Occupation   |      |            |       |               |     |                      |  |
| Applicant's private address                                |      |            |       |               |     |                      |  |
| Were you employed in the Motor Industry previously?        |      | Yes        |       | No            |     |                      |  |
| If the answer is "Yes", state name and address of employer |      |            |       |               |     |                      |  |
| <b>ALTERNATIVE CONTACTS FOR MEMBER</b>                     |      |            |       |               |     |                      |  |
| <b>Next of kin</b>   |      |            |       |               |     |                      |  |
| Full Name  |      | Surname    |       | Email Address |     | Telephone:<br>Mobile |  |
|  |      |            |       |               |     |                      |  |
| <b>1<sup>st</sup> Relative not living with Member</b>      |      |            |       |               |     |                      |  |
| Full Name  |      | Surname    |       | Email Address |     | Telephone:<br>Mobile |  |
|  |      |            |       |               |     |                      |  |
| <b>2<sup>nd</sup> Relative not living with Member</b>      |      |            |       |               |     |                      |  |
| Full Name  |      | Surname    |       | Email Address |     | Telephone:<br>Mobile |  |
|  |      |            |       |               |     |                      |  |

| <b>DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)</b>  |                  |                |                                 |                              |
|---|------------------|----------------|---------------------------------|------------------------------|
| <i>I nominate as my additional beneficiaries in the event of my death:</i>  |                  |                |                                 |                              |
| <b>Nom.</b>   | <b>Full Name</b> | <b>Surname</b> | <b>Identity/Passport Number</b> | <b>Percentile payout (%)</b> |
| 2   |                  |                |                                 |                              |
| 3   |                  |                |                                 |                              |
| 4   |                  |                |                                 |                              |
| 5   |                  |                |                                 |                              |
| <b>Disabilities (YES/NO)</b>  |                  |                |                                 |                              |
| <b>Provide Detail If YES</b>  |                  |                |                                 |                              |
| <b>Chronic illnesses (YES/NO)</b>   |                  |                |                                 |                              |
| <b>Provide Detail If YES</b>  |                  |                |                                 |                              |
| <i>(Mark the appropriate block with an X)</i>   |                  |                |                                 |                              |
| I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="checkbox"/> and registered employer <input type="checkbox"/> |                  |                |                                 |                              |
| I, the undersigned, hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.   |                  |                |                                 |                              |

Signature

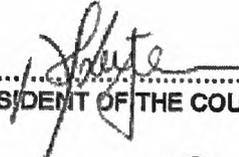
Date

Telephone:  
Mobile

Email Address

TO BE SIGNED BY THE OWNER, MEMBER, A PARTNER OR DIRECTOR OF THE FIRM

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 23<sup>rd</sup> DAY OF JANUARY 2023.

  
..... M. KEYTER  
PRESIDENT OF THE COUNCIL

  
..... L. BOUCHIER  
VICE- PRESIDENT OF THE COUNCIL

  
..... L. LEDWABA  
GENERAL SECRETARY

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3369

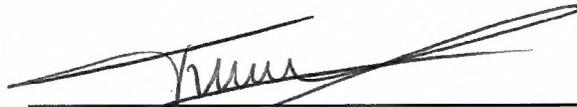
5 May 2023

## LABOUR RELATIONS ACT, 1995

## NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

## CANCELLATION OF GOVERNMENT NOTICE

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 592 of 18 April 2019 from the second Monday after the date of publication of this notice.



**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 18/04/2023

## UMNYANGO WEZEMISEBENZI NEZABASEBENZI

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:

## UKWESULWA KWESAZISO SIKAHULUMENI

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe WezeMisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iSaziso sikaHulumeni esingunombolo R. 592 somhlaka 18 kuMbaso 2019 kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesisaziso.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**  
USUKU: 18/04/2023

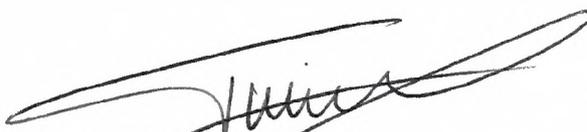
## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3370

5 May 2023

**LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF NATIONAL PENSION AND PROVIDENT FUNDS COLLECTIVE AGREEMENT TO NON-PARTIES**

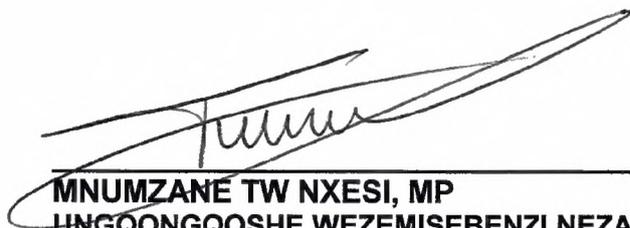
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the National Pension and Provident Funds Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Electrical Industry of South Africa** 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 further period of six (6) years.



**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 18 May 2023

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI****UMTHETHO WOBUDLELWENO KWEZABASEBENZI KA – 1995****UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI****KWABAQASHI NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:****UKWELULWA KWESIVUMELWANO SEZIKHWAMA ZOMHLALAPHANSI****EZINGUZWELONKE SELULELWA KULABO ABANGEYONA INGXENYE****YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) sifundwa kanye nesigaba 32(8) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini kaGesi, eNingizimu Afrika** 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 emva kweminyaka eyisithupha (6).



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI**  
**USUKU: 18/04/2023**

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SOUTH AFRICA****NATIONAL PENSION AND PROVIDENT FUNDS COLLECTIVE AGREEMENT**

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**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF  
SOUTH AFRICA****NATIONAL PENSION AND PROVIDENT FUNDS COLLECTIVE AGREEMENT**

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

**Electrical Contractors' Association (South Africa)**

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

**South African Equity Workers' Association (SAEWA)**

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Electrical Industry of South Africa.

## 1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed –
  - (a) by all employers and employees in the Electrical Industry who are members of the employers' organisation and the trade union, respectively,
  - (b) and who are engaged or employed in the Industry.
  - (c) throughout the whole of the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometres from the General Post Office, Kimberley.
  
- (2) Notwithstanding the provisions of sub-clause 1(1)., the terms of this Agreement shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any conditions prescribed, or any notices served in terms thereof.
  
- (3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.
  
- (4) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall-
  - (a) apply to employees engaged by employers in the categories specified in clause 8(4), 9(3)(a) and 10(3)(a) of this Agreement as may be amended from time to time; and
  - (b) not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in or a member of any other electrical contracting industry fund providing benefits, which fund was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of that employee

during such period only as such other fund continues to operate and both employer and employee participate therein, and upon application for exemption, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favorable than the benefits provided by this Fund: and which in respect of the pension/provident funds, provides solely for payment of benefits on death in which case such fund shall not be deemed to be a pension or provident fund for purposes of this agreement.

- (5) In the event of the expiry of the Main Agreement by the effluxion of time or cessation for any other cause during the currency of this agreement the classes of work and minimum rates of pay prescribed in the said main agreement shall be deemed to be the classes of work and minimum rates of pay for purposes of this Agreement.
- (6) The following categories are also excluded:
- (i) Working employers
  - (ii) Administrative staff – Non-Electrical Workers
  - (iii) Managerial Employees

## **2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on a date to be fixed by the Minister of Employment and Labour to be the effective date from which the agreement shall be extended to become binding on non-parties, or the date on which the Minister declines to extend the Agreement to non-parties, and the Agreement shall remain in force for a period of 6 years.

## **3. INDUSTRIAL ACTION**

No person bound by the provisions of this Agreement shall engage in or participate in a strike or a lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for its duration.

#### 4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in the 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, 1995 (Act No. 66 of 1995) as amended;

**“apprentice”** means an employee serving under a written contract of apprenticeship registered with the relevant SETA;

The definitions of the different stages of apprenticeship, as originally published under the Conditions of Apprenticeship under the repealed Manpower Training Act 1981 are the following:

**“Stage 1” – Wage equals 38% of wage of electrician**

This stage shall not exceed 4 months and the apprentice shall attend M0 – M3 and pass the test based on these modules.

**“Stage 2” – Wage equals 45% of wage of electrician**

This stage shall not exceed 58 weeks. It commences on the day following successful completion of modular test based on M0 – M3, as referred to above, and ends on successful completion of Trade Test “A”.

**“Stage 3” – Wage equals 50% of wage of electrician**

This stage shall not exceed 65 weeks and commences on the day following successful completion of Trade Test “A”, as referred to above, and ends on successful completion of modular test based on M4 – M6 as well as Phase Test “B”.

**“Stage 4” – Wage equals 70% of wage of electrician**

This stage shall include a minimum of 17 weeks’ practical on the job experience in M4 – M6, demonstrating practical competence in each module, successful completion of the NTC Part II (N2) and commences on the day following successful completion of Phase Test “B” and ends within 14 days of successful completion of Trade Test “B”.

**“artisan”** means an employee who has completed his training in terms of the Manpower Training Act, 1981, or is in possession of a certificate issued by a relevant SETA or by the former Electrical Contracting Industries Training Board recognising

that he has received training sufficient to entitle such an employee to work as an artisan in the Industry.

**“Building Industry”** without in any way limiting the ordinary meaning of the expression, means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in erecting, completing or altering buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons who are engaged in the trades, activities or subdivisions in the Building Industry excluding the Electrical Industry.

**“Collective Agreement”** means any collective agreement concluded by the parties to the Council and published by the Minister of Employment and Labour.

**“Council”** means the National Bargaining Council for the Electrical Industry of South Africa.

**“domestic appliance mechanic (DAM)”** or **“refrigeration mechanic”** means an employee engaged in one or more of the following classes of work diagnosing faults in, or directing or executing repairs or adjustments to, or servicing, assembling, erecting and/or installing ranges, refrigerators, washing machines, ironers, air-conditioning units and all other major electrical appliances, carrying out final tests or supervising of such operations, but does not include an employee engaged in connecting to existing outlets, refrigerators, ranges, or other domestic electrical appliances.

**“domestic appliance repairer (DAR)”** (applicable in the province of KwaZulu-Natal only) means an employee engaged in -

- (a) the following operations when performed in the workshops of an establishment in connection with the repair of heating and/or drying and/or personal care appliances of a load not exceeding five amperes, except in the case of domestic heating appliances where the load does not exceed 15 amperes -
  - (i) repairing and/or replacing heating elements on appliances;
  - (ii) repairing and/or replacing ceramic or other insulating spacers, including fixing;
  - (iii) repairing and/or re-assembling heating element containers;
  - (iv) removing and/or replacing motors not exceeding 750 watts at the direction of an artisan, excluding final testing.

- (b) any or all of the operations carried out in connection with the installation of burglar or other similar alarm systems –
- (i) connecting cables of electromechanical devices;
  - (ii) adjusting vibration contracts to pre-set limits;
  - (iii) soft soldering by hand;
  - (iv) foiling windows.

**“driver”** means an employee engaged in driving a mechanical vehicle on a public road who is in possession of a valid driver’s licence issued under any Road Traffic Ordinance;

**“electrical assistant”** means an employee who is engaged in any or all of the following tasks:

- (a) digging holes and trenches, planting poles and laying cables in trenches,
- (b) chasing and cutting walls and concrete floors for conduit,
- (c) loading or unloading materials,
- (d) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed,
- (e) cleaning office and workshop areas,
- (f) preparing refreshments,
- (g) installing and fixing of flush and surface mounted wireways, PV support structures and ancillary equipment thereto,
- (h) installing cables including the fitting of glands, making off and securing such cables, but excluding the connection thereof,
- (i) assisting with erecting and connecting luminaires
- (j) assisting with operating a trenching machine once trained,
- (k) assisting a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician, an artisan, a domestic appliance mechanic, a domestic appliance repairer and an Elconop 1, Elconop 2 or Elconop 3, but not performing any work individually except as set out in (a), (e), (f) and (j) above.

**“electrical construction operator level 1”** (hereinafter referred to as ‘Elconop 1’) means an employee who has received on-the-job training by the employer and who undertakes any of the following tasks and who may use the tools necessary to perform such tasks:

- (a) installing and fixing of flush and surface mounted wire ways, PV support structures and ancillary equipment incidental thereto,
- (b) installing of cables including the fitting of glands, making off and securing of such cables but excluding the connection thereof,
- (c) installing and connecting of socket outlets,
- (d) erecting and connecting of luminaries and PV panels,
- (e) operating a trenching machine,
- (f) performing the work of an electrical assistant and general assistant,
- (g) assisting a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician or artisan and an Elconop 2 or Elconop 3, but not performing any work individually, except as set out in (a) to (f) above.

**“electrical construction operator, level 2”** (hereinafter referred to as ‘Elconop 2’) means an employee, who has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 2 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks: Provided such tasks are carried out only on new installations or on major renovations to structures or buildings from which the power has been disconnected from the main supply, and are carried out under the supervision of a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician/artisan or an Elconop 3 –

- (a) placing and drawing in of conductors into wireways,

- (b) installing and connecting of lighting, cooker, water heater and low voltage systems including systemised and/or innovative wiring systems, the connection of distribution boards and inverters,
- (c) installing of under floor heating systems,
- (d) jointing of cables using epoxy or other approved means, as well as the connection of such cables on installations where the supply has been switched off,
- (e) simple arc gas welding,
- (f) performing the work of an electrical assistant, general assistant or Elconop 1
- (g) assisting a master installation electrician, installation electrician, electrical tester for single phase, an electrician/artisan and an Elconop 3.

**“electrical construction operator level 3”** (hereinafter referred to as ‘Elconop 3’) means an employee who has been employed in the Industry as an Elconop 2 for a continuous period of at least 12 months and has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 3 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, or who is in possession of a registration card issued by the Council recognising him as an Elconop 3 and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks:

- (a) installing, wiring, and assembling main and sub-main distribution boards and inverter systems,
- (b) installation and maintenance of domestic, commercial and industrial installations (tubing, wiring and cables) from incoming mains to completed final circuits,
- (c) wiring and connection of all circuits in domestic, commercial, and industrial installations (wiring and connection of all types of lights, socket outlet circuits, stoves, hot water cylinders, pumps, air conditioning circuits, industrial machines etc.),
- (d) installation, maintenance, and repairs of single and three phase motor and starter circuits,

- (e) testing of installations under the direct supervision of a registered person,
- (f) connection of transformers and ancillary circuits (such as CT's PT's low voltage lighting etc.),
- (g) where necessary performing the work of an Elconop 1 or Elconop 2.

**“electrical contractor”** means a person who undertakes to perform electrical installation work on behalf of any other person but excludes an employee of such first mentioned person.

**“Electrical Engineering Industry”** means the industry concerned with –

- (a) the manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment includes, but is not limited to, television and incandescent lamps, and electric cables and domestic electrical appliances, and further includes the manufacture of component parts of the aforementioned equipment.
- (b) the installation, maintenance, repair, and servicing of the equipment referred to in paragraph (a) above but does not include the activities of the Electrical Industry.

**“Electrical Industry” or “Industry”** means the industry in which employers and their employees are associated for any or all of the following:

- (a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work

is performed or the material is prepared on the site of the buildings or structures or elsewhere,

- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building and/or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, or the material prepared on the site of the buildings or structures or elsewhere,
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, or the material prepared on the site of the buildings or structures or elsewhere,
- (d) the design, preparation, erection, installation, repair and maintenance of all electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,
- (e) the installation and/or maintenance and/or repair and/or servicing of overhead lines and underground cables associated with domestic and/or industrial and/or commercial installations and/or street lighting, and for the purposes of this definition-

(i) **electrical equipment includes:**

(aa) electrical cables and overhead lines, and

(ab) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical

apparatus, signaling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment,

- (ii) design, preparation, erection, installation, repair and maintenance does not include -
- (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators,
  - (ab) the manufacture and/or assembly by the manufacturer of the aforementioned electrical equipment and/or components thereof,
  - (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise,
  - (ad) the manufacture, repair and servicing of motor vehicle batteries, the manufacture of lead-acid batteries and the repair, maintenance and installation of such batteries when performed by the manufacturers thereof, and
  - (ae) the sale, and/or repair and/or servicing of manual and/or electrical typewriters and/or electro-mechanical office machines and equipment:

Provided that the Electrical Industry, as defined above, shall not include the Iron, Steel, Engineering and Metallurgical Industry, the Local Authority Undertaking and the Building Industry as defined in the Council's certificate of registration;

**“electrical installation”** means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an installation irrespective of whether or not it is part of the electrical circuit, but excluding -

- (a) any machinery of the supplier related to the supply of electricity on the premises,
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits,
- (c) an electrical installation on a vehicle, vessel, train, or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer.

**“electrical tester for single-phase”** means a person who has been registered as an electrical tester for single-phase in terms of either the Electrical Installation Regulations 1992 or 2009 made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of electrical installations supplied by a single-phase electricity supply at the point of control; excluding specialised electrical installations.

**“electrical wiring”** means the design, installation, alteration, repair or testing of any cable, conductor, fitting, apparatus or conduit used or intended to be used for purposes integral or incidental to the supply and/or consumption of electricity.

**“electrician”** means an employee who has completed an apprenticeship in terms of either the former Manpower Training Act, 1981 in a trade relevant to the Industry, or who has received training recognised by a relevant SETA as being sufficient to entitle him to work as an electrician in the Industry.

**“employee”** means any person employed on any of the classes of work defined in this Agreement and includes a person employed under a contract of apprenticeship recognised 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 and includes temporary employment services as defined in the Act.

**“establishment”** means any place where the Industry or any part thereof, as herein defined, is carried on, including the place where the employer normally carries on his business and where his wage records are kept.

**“fixed term contract”** means a contract of employment which terminates on the occurrence of a specified event, the completion of a specified task or project, or on a fixed date other than an employee’s normal or agreed-upon retirement age.

**“foreman”** means an electrician or artisan who has been appointed by his employer to supervise work defined in this Agreement: Provided that such employee may also be required to undertake electrical installation work himself if so required by his employer.

**“general assistant”** means an employee who

- (a) is engaged in any or all of the following tasks:
  - (i) Digging holes and trenches, planting poles and laying and pulling cables in trenches,
  - (ii) chasing and cutting walls and concrete floors for conduit, providing no power tools are used,
  - (iii) loading or unloading materials,
  - (iv) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed,
  
- (b) is employed on the following terms and conditions:
  - (i) no such employee shall be employed for a total period exceeding 4 months in any calendar year, with the same employer;
  - (ii) the prescribed minimum wage rate of an employee shall not be less than 75% of the prescribed minimum wage rate of an Electrical Assistant;
  - (iii) all general assistants shall be included in the Council’s monthly return forms and an employer shall be required to pay all applicable contributions and subscriptions in terms of the Council’s collective

agreements excluding pension/provident fund, sick pay fund and risk benefits.

**“independent appeals body”** means any person or persons appointed by the Council in terms of Section 32 of the Labour Relations Act 66 of 1995, as amended, from an accredited institution, to hear and decide any appeal brought against the Council’s refusal of a non-party or a party’s application for exemption from the provisions of the collective agreement and the withdrawal of such an exemption by the Council.

**“installation electrician”** means a person who has been registered as an Installation electrician in terms of the Electrical Installation Regulations, 1992 or 2009, made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of any electrical installation, excluding specialised electrical installations.

**“installation work”** means:

- (a) the installation, extension, modification or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery; or
- (c) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance.

**“Iron, Steel, Engineering and Metallurgical Industry”** means (subject to the provisions of any Demarcation Determinations made in terms of section 76 of the Labour Relations Act, 1956, and section 62 of the Labour Relations Act, 1995), the industry concerned with the production of iron and/or steel and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metals) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other

metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry.

**“Local Authority Undertaking”** means the undertaking in which employers and their employees are associated for the introduction, continuation, or completion of any action, scheme or activity undertaken by a local authority: Provided that for the purposes hereof the Electrical Industry as defined above shall not include work performed by a local authority exclusively for local authority purposes, but shall include all work performed on the property of a local authority by a registered electrical contractor or his employees or any other person who is not an employee of a local authority: Provided further that the Local Authority Undertaking shall not include the activities of the Electrical Industry.

**“Main Agreement”** means the Main Collective Agreement of the National Bargaining Council for the Electrical Industry of South Africa as amended and extended from time to time in which wages and other conditions of service are specified.

**“master installation electrician”** means a person who has been registered as a master installation electrician in terms of the Electrical Installation Regulations, 1992 or 2009, made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of any electrical installation.

**“member”** means an employee for whom membership of the Funds is provided in terms of clauses 7(4), 8(3) and 9(3).

**“PFA”** means the Pension Funds Act 24 of 1956, as amended from time to time.

**“region A”** means the Provinces of Gauteng, Limpopo, Mpumalanga, and North West Province.

**“region A1”** means the Free State/Northern Cape Region incorporating the Provinces of the Free State and the Northern Cape but excludes the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape.

**“region B”** means the Eastern / Southern Cape Region incorporating the Province of the Eastern Cape and the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, and Uniondale in the Western Cape Province but excludes the Magisterial District of Umzimkulu in the Eastern Cape.

**“region C”** means the Province of Kwazulu Natal and the Magisterial District of Umzimkulu in the Eastern Cape.

**“region D”** means the Province of the Western Cape and the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape but excludes the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, Riversdale and Uniondale in the Western Cape.

**“regional exemption committee”** means the exemption committee appointed by the regional committee of the Council.

**“the Registrar”** means the Registrar of Pension Funds.

**“rules”** means the rules referred to in clauses 8(7)(a), 9(6) and 10(6)(a) of this agreement.

**“Storeman”** means an employee who is engaged in any or all of the following tasks;

- a) Stacking and storage of materials, tools and equipment;
- b) Issuing and recording of materials;
- c) Receiving and recording regular stock counts;
- d) Recording of materials on site;
- e) Control of materials in the store;
- f) Checking and ascertaining the correctness of materials received; and,

g) Issuing of such materials.

**“Tier” means:**

| Tier 1   | Tier 2   | Tier 3  |
|--|--|---|
| Areas that have the highest paying minimum wages for every category of employment. | Minimum wages are based on 90% of the published wage rates for Tier 1. | Minimum wages are based on 80 % of the published wage rates for Tier 1. |

The areas falling under each Tier are attached to this Agreement as **ADDENDUM 1.**

**Note:** In the event of any municipal area being omitted from the above, the Council shall determine under which Tier such municipal area should be placed.

**“Trustee Board”** means the trustee board established in terms of the rules of the respective Pension and Provident Funds.

## 5. REGISTRATION OF EMPLOYERS

The provisions of the Main Agreement dealing with the registration of employers in the Industry shall be applicable to this Agreement.

## 6. DESIGNATED AGENTS

The Council shall request the Minister, in terms of section 33 of the Act, to appoint persons to be designated agents to assist in giving effect to this Agreement. A designated agent shall have the powers conferred upon him in terms of section 33A read with Schedule 10 of the Act.

## **7. EXHIBITION OF AGREEMENT**

Every employer shall keep in his establishment, in a place readily available a legible copy of this Agreement.

## **8. PENSION AND PROVIDENT FUNDS (Regions A, A1, and B only)**

- (1) The Fund established under Government Notice 266 of 15 February 1963, and known as the "Electrical Contracting Industry Pension Fund" is hereby continued, and the Fund known as the Electrical Contracting Industry Provident Fund (both hereinafter referred to as the "Fund") is hereby continued by the Council.
- (2)(a) The Fund shall, subject to the provisions of sub-clause (7), consist of moneys accruing from contributions prescribed in sub-clause (5) of this Clause.
  - (b) The Fund shall also consist of moneys standing to the credit of the members of the Fund at the date of this Agreement.
- (3) The objects of the Fund shall be to provide members with benefits upon withdrawal, disability, and retirement from the Industry. The Council will ensure that the Fund provides members with these benefits. In the event that any benefit is not provided for by the Fund the Council will secure these benefits. The Council will ensure that members are insured for death and funeral benefits. The death benefits will be distributed in terms of Section 37C of the PFA.
- (4)(a) Membership of the Fund shall be compulsory for all master installation electricians, installation electricians, electrical testers for single phase, electricians, artisans, domestic appliance mechanics, Elconops 3, Elconops 2, Elconops 1, storeman, drivers, electrical assistants, and apprentices.

- (b) Any employer may, in respect of his employees employed in the Industry whose wages are not specified in the Main Agreement but who otherwise comply with the provisions of the Agreement, by mutual agreement, apply to the Fund to accept contributions from himself and such employees (or any of them).

Upon receipt of such application, the Council may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though clause 1 of Part 1 of the Main Agreement is applicable.

- (5) (a) Every employer shall pay 15% of the prescribed weekly wage in respect of each category of employee in terms of sub-clause ((4) above to the Regional Manager of the Council, not later than the 15<sup>th</sup> day of each month for the preceding month, in respect of such employees together with such form as specified by the Council.
- (b) Every employer shall be entitled to deduct 50% of the contribution referred to in sub-clause (5) (a) above, from the weekly wages, excluding overtime, of the employee in respect of whom the contribution is made.
- (c) For the purposes of this clause a week shall constitute not less than three shifts actually worked for one employer in the Industry during any one week from Monday to Friday, (inclusive).  
Pension and Provident Fund benefits will be paid for by the Council in terms of its Sick Benefit Fund Rules.
- (d) Contributions to the Pension and/or Provident Funds for any member shall be remitted for a maximum of three weeks during the member's annual leave period as provided for in the Main Agreement. Provided that if the member has been in service for at least five years with the same employer, contributions shall be for a maximum period of four weeks.

- (e) All contributions received by the Council in terms of this clause shall be paid to the Funds administrator.
- (f) Notwithstanding the provisions of any other clause in this Agreement or the Main Agreement the contributions referred to in sub-clause (5)(a) shall be based on a working the actual normal hours declared by the employer as per the requirement of the Main Agreement Clause 31. Failure by the employer, the contribution rate will be based on a 44-hour week as per Clause 6(b).
- (g) Should any amount due in terms of this clause not be received by the Council by the 15<sup>th</sup> day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid calculated by the funds administrator as prescribed by the Registrar of Pension Funds in terms of Section 13A (7) of the Pension Funds Act, 1956, as amended, until the day upon which payment in cash is actually received by the Council:
- (6)(a) Benefits payable to a member of the Fund shall be as prescribed in the rules of the fund(s).
- (b) Benefits accruing under the Fund shall not be transferable and may not be ceded or pledged unless the PFA provides for otherwise: Provided that any member may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.
- (7)(a) The Fund shall be administered in accordance with Fund Rules approved by the Trustee Board. This Agreement shall not be inconsistent with the rules or the provisions of the PFA nor shall the Fund rules be inconsistent with the Council's collective agreements in so far as members' terms and conditions of employment are concerned. A copy of the rules and any amendments thereto shall be lodged with the Registrar of Pensions and the Registrar of Labour.
- (b) In the event of the dissolution of the Council or in the event of it being unable to perform its duties, the Registrar may appoint trustees to ensure continuity of the

funds. The trustees so appointed shall have no powers to change members' terms and conditions of employment that existed immediately prior to dissolution of the Council or as a result of it being unable to perform its duties. Payment (if any) for the services rendered by the trustees shall form a charge against the Funds.

- (c) In the event of the expiration of Council's Main Collective Agreement and this agreement, the funds shall continue to operate in terms of their rules.

### **9. PENSION FUND (Region C only)**

- (1)(a) The Electrical Industry KwaZulu Natal Pension Fund and the Supplementary Scheme (hereinafter referred to as the "Pension Fund" or the "Fund"), originally established in terms of Government Notice No. R.2043 of 13 October 1978, are hereby continued. The Pension Fund has been constituted from the amalgamation of the former Electrical Industry (KwaZulu Natal) Pension Fund and the Supplementary Scheme and further established under Government Notice R.1407 of 6 November 1998, and known as the Electrical Industry KwaZulu-Natal Pension Fund (hereinafter referred to as the "Fund") is hereby continued and shall consist of;
- (b) moneys accruing from contributions prescribed in sub-clause (4) of this Part; and
- (c) any other sum to which the Pension Fund may be or may become entitled.
- (2) The objects of the Fund shall be to provide members with benefits upon withdrawal, death, funeral, disability and retirement from the Industry. The Council will ensure that the Fund provides members with these benefits. In the event that any benefit is not provided for by the Fund the Council will secure these benefits. The death benefits will be distributed in terms of Section 37C of the PFA.

(3)(a) Membership of the Fund shall be compulsory for all master installation electricians, installation electricians, electrical testers for single phase, electricians, artisans, domestic appliance mechanics, Elconops 3, Elconops 2, Elconops 1, storeman, drivers, electrical assistants, and apprentices.

(i) Membership of the Fund shall be compulsory for all electrical assistants, and Elconops 1 after 13 weeks service in the Industry: Provided that if an employee can supply proof of previous employment in this Industry, contributions to the Fund shall commence from the date of engagement.

(ii) However, during the first 13 weeks service, the employees in terms of sub-clause 3(a)(i) above shall be covered for death benefits, the cost of which shall be borne by the employer.

(b) Any employer may, in respect of his employees employed in the Industry whose wages are not specified in the Main Agreement but who otherwise comply with the provisions of the Agreement, by mutual agreement, apply to the Fund to accept contributions from himself and such employees (or any of them).

Upon receipt of such application, the Council may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though clause 1 of Part 1 of the Main Agreement is applicable.

(4)(a) The Council shall determine and advise every employer of the weekly amount payable to the Pension Fund in respect of each category of employee, which amount shall be calculated at the undermentioned percentage of the prescribed wage payable in terms of the Main Agreement, taken to the next higher 10 cents:

---

Contribution at percentage of prescribed weekly wage: 15%.

---

Such contributions shall be calculated based on a working the actual normal hours declared by the employer as per the requirement of the Main Agreement sub-clause (5)(a). Failure by the employer, the contribution rate will be based on a 44-hour week as per Clause 6(b).

For the purposes of the clause, a week shall constitute not less than three shifts worked for one employer in the Industry during any one week from Monday to Friday inclusive.

Pension and Provident Fund benefits will be paid for by the Council in terms of its Sick Benefit Fund Rules.

In respect of electrical assistants, and Elconops 1 in the first 13 weeks of service in the Industry, the Council shall determine and advise every employer of the weekly amount payable in respect of the death benefit cover.

- (b) Every employer shall pay the amount determined in terms of sub-clause (a) to the Council in respect of such employees: Provided that the employer may deduct 40 percent of the amount payable from the remuneration of such employees.
- (c) The amount payable each month in terms of this clause shall be forwarded to the Regional Manager of the Council, by not later than the 15<sup>th</sup> day of the month immediately following, together with a statement in such form as may from time to time be specified by the Council.
- (d) Contributions to the Pension Fund for any member shall be remitted for a maximum of three weeks during the member's annual leave period as provided for in clause 16(1) of the Main Agreement. Provided that if the member has been in service for at least five years with same employer, contributions shall be for a maximum period of four weeks.
- (e) Should any amount due in terms of this clause not be received by the Council by the 15<sup>th</sup> day of the month following the month in respect of which it is payable, the

employer shall pay interest on such amount or on such lesser amount as remains unpaid calculated by the funds administrator as prescribed by the Registrar of Pension Funds in terms of Section 13A (7) of the Pension Funds Act, 1956, as amended, until the day upon which payment is actually received by the Council:

- (5)(a) Benefits payable to a member of the Pension Fund shall be as specified in the rules of the Fund.
- (b) Benefits accruing under the Pension Fund shall not be transferable and may not be ceded or pledged unless the PFA provides for otherwise: Provided that any member may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.
- (6) The Pension Fund shall be administered in accordance with the rules of the fund approved by the Trustee Board. This Agreement shall not be inconsistent with the rules or the provisions of the PFA nor shall the Fund rules be inconsistent with the Council's collective agreements in so far as members' terms and conditions of employment are concerned. A copy of the rules and any amendments thereto shall be lodged with the Registrar of Pensions and the Registrar of Labour.
- (7) In the event of the dissolution of the Council or in the event of it being unable to perform its duties, the Registrar may appoint trustees to ensure continuity of the fund.
- The trustees so appointed shall have no powers to change members' terms and conditions of employment that existed immediately prior to dissolution of the Council or as a result of it being unable to perform its duties. Payment (if any) for the services rendered by the trustees shall form a charge upon the Fund.
- (8) In the event of the expiration of Council's Main Collective Agreement and this agreement, the fund shall continue to operate in terms of its rules.

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**10. PENSION AND PROVIDENT FUNDS (Region D only)**

- (1)(a) The Electrical Contracting Industry Provident Fund (Cape) and the Electrical Contracting Industry Pension Fund (Cape) (hereinafter referred to as the "Pension and Provident Funds: or the "Fund") originally established on 20 March 1997 in terms of Government Notice No. R431 and 3 December 1971 in terms of Government Notice No. R2169 respectively, is hereby continued and shall consist of -
- (b) moneys accruing from contributions as prescribed in this Agreement and in terms of the rules of the funds; and
  - (c) any other sum to which the Fund may be or may become entitled.
- (2) The objects of the Fund shall be to provide members with benefits upon withdrawal, death, funeral, disability, and retirement from the Industry. The Council will ensure that the Fund provides members with these benefits. In the event that any benefit is not provided for by the Fund the Council will secure these benefits. The death benefits will be distributed in terms of Section 37C of the PFA.
- (3)(a) Membership of the Fund shall be compulsory for all master installation electricians, installation electricians, electrical testers for single phase electricians, artisans, domestic appliance mechanics, Elconops 3, Elconops 2, Elconops 1, storeman, drivers, electrical assistants, and apprentices.
- (b) Any employer may, in respect of his employees employed in the Industry whose wages are not specified in the Main Agreement but who otherwise comply with the provisions of the Agreement, by mutual agreement, apply to the Fund to accept contributions from himself and such employees (or any of them).

Upon receipt of such application, the Council may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees

concerned and be observed by them as though clause 1 of Part 1 of the Main Agreement is applicable.

- (4)(a) Each employer shall each week deduct from the wages of his employees who are members of the Pension and the Provident Funds an amount equivalent to 7,5% of the actual wages earned, excluding overtime. To the amount thus deducted the employer shall add an equal amount and forward it to the Regional Manager of the Council, not later than the 15<sup>th</sup> day of each month for the month preceding, the total sum together with such form as may be specified by the Council from time to time.

Such contributions shall be calculated based on a 40 (forty) hour working week. Pension and Provident Fund benefits will be paid for by the Council in terms of its Sick Benefit Fund Rules.

- (b) Contributions to the Pension and/or Provident Funds for any member shall be remitted for a maximum of three weeks during the member's annual leave period as provided for in clause 16(1) of the Main Agreement. Provided that if the member has been in service for at least five years with same employer, contributions shall be for a maximum period of four weeks.
- (c) All contributions received by the Council in terms of this sub-clause shall be paid to the funds administrator.
- (d) Should any amount due in terms of this clause not be received by the Council by the 15<sup>th</sup> day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid calculated by the funds administrator as prescribed by the Registrar in terms of Section 13A (7) of the Pension Funds Act, 1956, as amended, until the day upon which payment in cash is actually received by the Council:
- (5) Benefits payable to a member of the Pension and the Provident Funds shall be as specified in the rules.

- (6)(a) The Funds shall be administered in accordance with Fund Rules approved by the Trustee Board. This agreement shall not be inconsistent with the rules or the provisions of the PFA nor shall the Funds rules be inconsistent with the Council's collective agreements in so far as members' terms and conditions of employment are concerned. A copy of the rules and any amendments thereto shall be lodged with the Registrar of Pensions and the Registrar of Labour.
- (b) In the event of the dissolution of the Council or in the event of it being unable to perform its duties, the Registrar may appoint trustees to ensure continuity of the funds.  
The trustees so appointed shall have no powers to change members' terms and conditions of employment that existed immediately prior to dissolution of the Council or as a result of it being unable to perform its duties. Payment (if any) for the services rendered by the trustees shall form a charge upon the Funds.
- (c) The Trustee Boards shall be appointed in terms of the Rules of the Funds.
- (d) In the event of the expiration of the Council's Main Collective Agreement and this agreement, the funds shall continue to operate in terms of their rules.

#### **11. EXEMPTIONS FOR ALL REGIONS**

- (1) In terms of section 32 of the Act the Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason within 30 days from the date of receipt of such application.
- (2) The Regional Exemption Committees of Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason.
- (3) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the respective Regional Manager of the Council for consideration.

- (4) All applications for exemption shall be substantiated, and such substantiation shall include the following details:
  - a) the period for which the exemption is required,
  - b) the Agreement and clauses or sub-clauses of the Agreement from which the exemption is required,
  - c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included with the application.
- (5) The Regional Manager of the Council shall place the applications for exemption on the agenda of the next Regional Committee meeting of Council, or the Regional Exemptions Committee for consideration, within 30 days of receipt of the completed exemption application.
- (6) The Regional Managers of the Council shall provide the Committee with details of the applications for exemption.
- (7) The Regional Exemption Committees shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or objectors at its following meeting: Provided that the Regional Exemption Committee of Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
- (8) Once the Regional Exemption Committee has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (9) When the Regional Exemption Committee decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.
- (10) Exemption criteria:

The Regional Exemption Committee of the Council, shall consider all applications for exemption with reference to the following criteria:

  - a) The written and verbal substantiation provided by the applicant,

- b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted,
  - c) the terms of the exemption,
  - d) the infringement of basic conditions of employment rights,
  - e) the fact that a competitive advantage may not be created by the exemption,
  - f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparative bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability,
  - g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical Industry,
  - h) any existing special economic or other circumstances which warrant the granting of the exemption,
  - i) reporting requirements by the applicant and monitoring and re-evaluation processes, and
  - j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
  - k) Once a notice to attend arbitration proceedings has been issued, no employer or employee may make application for exemption from any provision of the collective agreement to which the arbitration notice relates.
  - l) Any exemption applied for after the notice to attend arbitration has been issued shall not stay the arbitration proceedings. The arbitrator shall be requested to make an appropriate arbitration award.
- (11) In terms of section 32 of the Act, the Council hereby establishes an Independent Appeals body to hear and decide as soon as possible, any appeal brought against-
- (a) the Council's refusal of an application for exemption from the provisions contained in this Agreement,
  - (b) the withdrawal of such exemption by the Council.

- (12) The Regional Manager shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeals body for a decision.
- (13) The Independent Appeals body shall consider all applications within 14 days of receipt with reference to the criteria set out in sub-clause (10) above and shall ensure that the applications are not in conflict with the primary objects of the Act.
- (14) The Independent Appeals Body may defer a decision to a subsequent meeting if additional motivation, information or verbal representations are considered necessary to decide the application for exemption.
- (15) The Independent Appeals Body shall issue a certificate within 14 days of the date of its decision to uphold the appeal and grant exemption. The certificate should specify the terms of the exemption and the reporting requirements by the applicant and the monitoring and re-valuation processes.
- (16) The Independent Appeals Body shall advise the applicant(s) within 10 working days of the date of its decision not to grant exemption or part of an exemption requested and shall provide a written reason or reasons for the decision not to grant exemption.

## **12. RESOLUTION OF DISPUTES.**

- (1) Procedure to enforce compliance with this agreement:

The Council shall take all reasonable steps necessary to ensure compliance with this agreement. If whether through its own investigations or through any other source, it appears as if the provisions of this agreement have been breached then the following procedure shall apply to enforce compliance:

- (a) The appointed official of Council shall investigate the alleged breach.
- (b) If, upon completion of the investigation, the appointed official of Council has reason to believe that this agreement has been breached, the

**appointed person may endeavor to secure compliance with the agreement by any or all of the following means:**

- (i) Issue a compliance order requiring any person bound by the collective agreement to comply with the collective agreement within a specified period,**
- (ii) refer the matter to arbitration in terms of this agreement,**
- (iii) a designated agent of Council shall have all the powers conferred to him in terms of section 33 read with section 33A and Schedule 10 of the Act.**

**(c) Arbitration**

- (i) Upon referral of the unresolved dispute to arbitration, Council shall appoint an arbitrator from its panel to hear and determine the alleged breach of this agreement. The arbitrator shall be independent of the Council.**
- (ii) The Council shall decide the date, time, and venue of the arbitration hearing, but shall give the parties at least 21 days written notice of an arbitration hearing, unless the parties agree to a shorter period.**
- (iii) The Council shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of arbitration.**
- (iv) Any party who has a legal interest in the outcome of the arbitration shall have the right to –**
  - give evidence**
  - call witnesses**
  - question the witnesses of the other party**
  - address the concluding arguments with the arbitrator**

- be represented by a legal practitioner or co-employee or any office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.
- (d) The arbitrator shall have the following powers:
- (i) To determine whether there has been a breach of this Agreement.
  - (ii) To make any appropriate award that gives effect to the Collective Agreement and to ensure compliance therewith.
  - (i) To conduct the arbitration in a manner and form that he considers appropriate in order to determine the dispute fairly and quickly but shall deal with the substantial merits of the dispute with the minimum of legal formalities. Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
  - (iv) The appointed arbitrator may at any stage prior to or during the arbitration proceedings, suspend the arbitration proceedings and attempt to resolve the dispute through conciliation with the consent of all the parties to the dispute. If appropriate, the arbitrator may refer the dispute to another conciliator to be conciliated.
  - (v) To adjourn the arbitration proceedings to a later date or to make an award in the absence of a party who is alleged to have breached the Agreement, if:  
Such party fails to appear in person or to be represented at the arbitration proceedings, and *prima facie* evidence has been presented to the arbitrator that the party in question has failed to comply with this agreement. Provided that proof is presented that written notification has been forwarded to such party –

- (a) by registered mail to such party's last known address or an address chosen by that person to receive service and 21 days have lapsed since such notification has been mailed; or
- (b) by fax transmission to such party's last known fax number or; or a fax number chosen by that person to receive service and 21 days have lapsed since such notification has been faxed; or
- (c) by hand delivery to such party's last known business or residential address; or an address chosen by that person to receive service and 21 days have lapsed since such notification has been hand delivered.
- (d) by emailing a copy of the document to the person's email or an email address chosen by that person to receive service.
- (e) a document may also be served -
  - (i) on a company or other body corporate by handing a copy to a responsible employee of the company or body at its registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;
  - (ii) on an employer by handing a copy of that document to a responsible employee of the employer at the workplace where the employees involved in the dispute ordinarily work or worked;
  - (iii) on a trade union or employers' organisation by handing a copy of that document to a responsible employee or official at the main office of the union or employers' organization or its office in the magisterial district in which the dispute arose;
  - (iv) on a partnership, firm or association by handing a copy of that document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or chairman or

secretary of the managing or other controlling body of the association, as the case may be;

- (v) on a municipality, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;
  - (vi) on a statutory body by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body or
  - (vii) on the state or a province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.
- (f) If no person identified in (e)(i) to e(vii) above is willing to accept service may be effected by affixing a copy of the document to -
- (i) the main door of the premises concerned; or
  - (ii) if this is not accessible, a post box or other place to which the public has access.
- (g) The arbitrator conducting arbitration in terms of this sub-clause has the powers of a Commissioner in terms of section 33A, section 142 and section 138 of the Act, read with the changes required by the context.
- (h) The appointed arbitrator shall have the power to vary, rescind or amend any arbitration award issued by him or by any arbitrator on application by any affected party or on his own accord within 14 days of the date on which the applicant became aware of the arbitration award or ruling or a mistake common to the parties to the proceedings and without limiting the generality hereof shall have this power if -

- the award was erroneously sought or erroneously made in the absence of any party affected by the award.
  - the award is ambiguous or contains an obvious error or omission, but only to the extent of that ambiguity, error or omission.
  - the award was granted as a result of a mistake common to the parties to the proceedings.
- (i) Any award made by the arbitrator, shall be served on all interested parties by the Council and must be made within 14 days after the expiry of the arbitration proceedings.
- (j) The Council may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.
- (k) The Council may apply for a writ of execution to enforce the order of court made in terms of section 143(1) of the Act.
- (l) The provisions of this procedure shall apply in addition to any other legal remedy which the Council may apply to enforce a collective agreement. In the event that the Council has to instruct a debt collecting agency or a legal practitioner to collect and or to litigate in respect of any amount due to it by the defaulter in terms of any arbitration award, the defaulter shall also be liable in terms of this clause for payment of any commission and any other litigation costs incurred in the enforcement and collection thereof.
- (m) If the arbitrator finds that any party to the dispute has failed to comply with a provision of Council's collective agreements which are binding on that party, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with Section 29 (2) of Schedule 7 of the Act,

read with Section 33A of the Act. An arbitrator shall also include in an order, any interest that is due in terms of clause 27 of the Council's Main Collective Agreement and an arbitration fee of R500,00.

(n) Notwithstanding the provisions of this clause, the Council may utilise section 33A, section 142 and Schedule 10 of the Act to monitor and enforce compliance with its collective agreements.

(o) Despite the provisions of this clause, a Council agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with any provision of this agreement if -

That amount has been payable by the employer to the employee for longer than 12 months before the date on which a complaint was made to the Council by or on behalf of that employee or, if no complaint was made, the date on which a Council agent first endeavored to secure compliance.

(p) Despite the aforesaid, if the non-compliance relates to unpaid Pension and or Provident Fund contributions, the Council must issue a compliance order to secure compliance.

(2) Procedure for Disputes about the Interpretation and/or Application of this Agreement

(a) If a dispute is referred to the Council by any party to Council, or any legal entity or person who falls within the registered scope of Council, it shall attempt to resolve the dispute through conciliation and if the dispute remains unresolved after conciliation, the Council shall appoint an arbitrator from its panel to arbitrate the dispute unless otherwise agreed to between all parties to the dispute. The arbitrator shall be independent of the Council.

- (b) Any party or legal entity or person wishing to lodge such a dispute shall notify the Council in writing setting out all the details of the dispute. A copy of such notification shall be served on all parties to the dispute in accordance with Rule 5 of the Rules for the Conduct of Proceedings before the CCMA.
- (c) The Council shall arrange a conciliation meeting of the parties to the dispute within 14 days of the date it received the completed referral. However, the parties to the dispute may agree to extend the 14-day period.
- (d) In conciliation proceedings a party to the dispute may appear in person or be represented only by a director or employee of that party and if a close corporation also a member thereof, or any member, office bearer or official of that party's registered trade union or registered employers' organisation.
- (e) (i) The Council may appoint a conciliator from its panel to attempt to resolve the dispute.
- (ii) Any conciliator appointed in terms of this sub-clause shall have all of the powers conferred to him in terms of section 33A, section 142, section 138 and section 142A of the Act.
- (iii) Any conciliator appointed in terms of this clause shall determine a process to attempt to resolve the dispute which may include –
- mediating the dispute, or
  - conducting a fact-finding exercise, or
  - making a recommendation to the parties, which may be an
  - advisory award.
- (f) (i) When conciliation has failed, or at the end of the 30 day

period or any further period agreed to between the parties, the conciliator must:

issue a certificate stating whether or not the dispute has been resolved and -

- (ii) serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
  - (iii) the original certificate must be filed with the Council
- (g) If the dispute is not resolved at the conciliation meeting referred to in sub-clause (2) (c) above, it shall be referred to arbitration, unless otherwise agreed to between the parties to the dispute.

The Council shall appoint an arbitrator who is available to commence the arbitration within 21 days from the date the dispute was not resolved at conciliation, unless otherwise agreed to between the parties to the dispute. The powers of the arbitrator shall be the same as in clause 12(1) (d) above read with the changes required by the context.

- (h) In arbitration proceedings, a party to the dispute may appear in person or be represented only by a legal practitioner, a director or employee of that party and if a close corporation also a member thereof or any member, office bearer or official of that party's registered trade union, or registered employers' organisation,

- (i) The arbitrator shall make a determination within 14 days of the completion of the hearing unless otherwise agreed to between the parties to the dispute.

Any party to the dispute who alleges a defect in the arbitration proceedings may apply to the Labour Court for an order setting aside the arbitration award in terms of section 145 of the LRA.

- (j) Any party to the dispute may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.
- (k) The arbitrator may on his/her own accord or on the application of any affected party, vary or rescind an arbitration award or ruling in terms of Section 144 of the LRA read with Rule 31 and Rule 32 of the CCMA Rules.

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**ADDENDUM 1**

“Tier 1” means Areas that have the highest paying minimum wages for every category of employment.

“Tier 2” means Minimum wages are based on 90% of the published wage rates for Tier 1.

“Tier 3” means Minimum wages are based on 80% of the published wage rates for Tier 1.

In the event of any Municipal area being omitted from any Tier, the Council shall determine under which Tier such area should be placed, within 30 calendar days of being notified of such omission.

| Province       | Metropolitan/District Municipality                    | Local Municipality                 | Tier 1  |  |
|----------------|---|------------------------------------|---|--|
|                |   |                                    | 100%  |  |
| <b>GAUTENG</b> | <b>City of Ekurhuleni Metropolitan Municipality</b>   |                                    | Alberton, Bakerton, Bedfordview, Benoni, Birchleigh, Boksburg, Brakpan, Clayville, Daveyton, Dunnottar, Edenpark, Edenvale, Geduld, Germiston, Katlehong, Kempton Park, Kwa-Thema, Machezierville, Nigel, Olifantsfontein, Springs, Spruitview, Reiger Park, Tembisa, Tokoza, Tsakane, Vosloorus, Vorsterkroon                      |  |
|                | <b>City of Johannesburg Metropolitan Municipality</b> |                                    | Alexandra, Chiawelo, Diepkloof, Diepsloot, Eldoradopark, Ennerdale, Evans Park, Johannesburg, Johannesburg South, Kwaxuma, Lawley, Lenasia, Lenasia South, Meadowlands East, Meadowlands West, Midrand, Moroka, Newlands, Orange Farm, Orange Grove, Orlando East, Pimville, Randburg, Roodepoort, Sandton, Soweto, Weldevredenpark |  |
|                | <b>City of Tshwane Metropolitan Municipality</b>      |                                    | Akasia, Atteridgeville, Bronkhorstspruit, Centurion, Cullinan, Ekangala, Ga-Rankuwa, Garsfontein, Hammanskraal, Irene, Kudube, Mabopane, Mamelodi, Pretoria, Pretoria Central, Pretoria East, Pretoria North, Pretoria West, Rayton, Refilwe, Roodeplaat, Soshanguve, Temba, Winterveldt, Wonderboom                                |  |
|                | <b>Sedibeng District Municipality</b>                 |                                    |   | De Deur/Walkerville, Devon, Eikenhof, Evaton, Heidelberg, Meyerton, Nigel, Sebokeng, Vaal Marina, Vaal Oewer, Vanderbijlpark, Vereeniging, Vischkuil |
|                |   | <b>Emfuleni Local Municipality</b> |   | Evaton, Sebokeng, Vaal Oewer, Vanderbijlpark, Vereeniging  |
|                | <b>Lesedi Local Municipality</b>                      |                                    | Devon, Heidelberg, Nigel, Vischkuil   |  |
|                | <b>Midvaal Local Municipality</b>                     |                                    | De Deur/Walkerville, Eikenhof, Meyerton,  |  |

|                      |  |  |   |
|----------------------|--|--|---|
|                      |  |  | Vaai Marina   |
|                      | <b>West Rand District Municipality</b> |  | Blyvooruitsig, Carletonville, Fochville, Krugersdorp, Magaliesburg, Muldersdrift, Randfontein, Wedela, Westonaria   |
|                      |  | <b>Merafong City Local Municipality</b>  | Carletonville, Fochville, Wedela  |
|                      |  | <b>Mogale City Local Municipality</b>    | Hekpoort, Kagiso, Krugersdorp, Magaliesburg, Muldersdrift   |
|                      |  | <b>Rand West City Local Municipality</b> | Randfontein, Westonaria   |
| <b>KWAZULU NATAL</b> | <b>eThekwini</b>                       | <b>Ethekwini</b>                         | Amalanga, Amanzimtoti, Amaotana, Berea, Blackburn, Bluff, Cato Ridge, Cele/Vumengazi, Chatsworth, Cibane, Clermont, Clifton Canyon, Craigieburn, Dassenhoek, Desainager, Durban, Durban International Airport, Durban North, Durban South, Emalangeneni, Embo/Nksa Isimahla, Emona, Ethekwini, Everton, Ezembeni, Folweni, Gcumisa, Genazzano, Gillitts, Glenashley, Golokodo-Ensimbini, Hambanathi, Hammarsdale, Hillcrest, Ilanga, Ilfracombe, Illovo North, Illovo South, Inanda, Inchanga, Iqadi, Isipingo, Isipingo Beach, Kingsburgh, Klaarwater, Kloof, KwaDabeka, KwaMashu, KwaNdengezi, La Mercy, Lotus Park, Luganda, Luthuli/Umnini Trust, Magabeni, Malagazi, Mangangeni/Vumazonke, Maphephetha, Mariannahill, Mawotana, Mawothi, Molweni, Mount Edgecombe, Mount Moreland, Mpolo, Mpumalanga, New Germany, Newlands East, Newlands West, Ngcolosi, Ngqungqulu, Ntuzuma, Oceans, Outer West Durban, Phoenix, Pinetown, Prospecton, Qadi, Qiniselani Manyuswa, Queensburgh, Redcliffe, Roseneath, Sapref, Shallcross, Sobonakhona, Thoyana, Tongaat, Tongaat Beach, Tshelimnyama, Umgogintwini Umbumbulu, Umdloti, Umgababa, Umhlanga, Umkomaas, Umlazi, Verulam, Waterfall, Westbrook, Westville, Ximba |
|                      | <b>Ilembe District</b>                 | <b>Kwadukuza</b>                         | Dolphin Coast/Ballito, KwaDukuza, Nkwazi/Zinkwazi Beach   |
|                      |  | <b>Ndwedwe</b>                           | Ndwedwe   |
|                      |  | <b>Maphumulo</b>                         | Maphumulo   |
|                      |  | <b>Mandeni</b>                           | Isithebe, Mandeni   |
|                      | <b>uMgungundlovu District</b>          | <b>Mkambathini</b>                       | Camperdown  |
|                      |  | <b>Msunduzi</b>                          | Ashburton, Pietermaritzburg   |

|                                |                                       |   |  |
|--------------------------------|---------------------------------------|---|--|
|                                |                                       | Richmond<br>uMngeni<br>uMshwathi<br>Impendle                                | Richmond<br>Hilton, Howick<br>Cool air, Dalton, New Hannover, Wartburg |
|                                |                                       | Mpofana   |  |
| <b>Amajuba District</b>        |                                       | Dannhauser<br>eMadlangeni<br>Newcastle                                      |  |
| <b>Harry Gwala District</b>    |                                       | Dr Nkosazana Dlamini<br>Zuma<br>Greater Kokstad<br>Ubuhlebezwe<br>Umzimkulu |  |
| <b>King Cetshwayo District</b> |                                       | City of Umhlatuze<br><br>Mthonjaneni<br>Nkandla<br>uMfolozi<br>uMlalazi     |  |
| <b>Ugu District</b>            |                                       | Ray Nkonyeni<br>Umdoni<br>Umuziwabantu<br>Umzumbe                           |  |
| <b>uMkhanyakude District</b>   |                                       | Big 5 Hlabisa<br><br>Jozini<br>Mtubatuba<br>uMhlabuyalingana                |  |
| <b>uMzinyathi District</b>     |                                       | Endumeni<br>Nquthu<br>uMsinga<br>Umvoti                                     | Greytown, Kranskop   |
| <b>uThukela District</b>       |                                       | Alfred Duma<br>Inkosi Langalibalele<br>Okhahlamba                           |  |
| <b>Zululand District</b>       |                                       | AbuQulusi<br>eDumbe<br>Nongoma<br>Ulundi<br>uPhongolo                       |  |
| <b>MPUMALANGA</b>              | <b>Nkangala District Municipality</b> | Victor Khanye Local Municipality  | Ackerville, Delmas, Eloff, Kendal, Sundra                              |

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|---------------------|--|--|--|
|                     |  | Thembisile Hani Local Municipality                 |  |
| <b>WESTERN CAPE</b> | <b>City of Cape Town Metropolitan Municipality</b> | <b>City of Cape Town Metropolitan Municipality</b> | Athlone, Atlantis, Belhar, Belville, Blackheath, Blouberg, Bloubergrant, Blue Downs, Brackenfell, Camps Bay, Cape Point, Cape Town, Claremont, Constantia, Delft, Durbanville, Edgemoed, Elsies Rivier, Eppindust, Fairways, Fish Hoek, Goodwood, Grasy Park, Guguletu, Hout Bay, Kayalitsha, Kalk Bay, Kommetjie, Kraaifontein, Kuils River, Langa, Macassar, Matroosfontein, Melkbosstrand, Milnerton, Mitchell's Plain, Muizenburg, Noordhoek, Nyanga, Ottery, Parow, Philadelphia, Phillippi, Platteklouf, Robben Island, Scarborough, Simon's Town, Sir Loury's Pass, Southern Suburbs, Table View, Welgemoed, Wetton, Woodstock, Wynberg |

| Province             | Metropolitan/District Municipality                  | Local Municipality             | Tier 2  |
|----------------------|---|--------------------------------|---|
|                      |   |                                | 90%   |
| <b>EASTERN CAPE</b>  | <b>Sarah Baartman</b>                               | Kouga                          | Cape St. Francis Humansdorp, Jeffreys Bay, Oyster Bay, St Francis Bay, Thornhill  |
|                      | <b>Nelson Mandela Bay Metropolitan Municipality</b> |                                | Bethelsdorp, Bloemendal, Blue Horizon Bay, Caredon, Despatch, KwaNobuhle, Motherwell, Gqeberha (Port Elizabeth), Summerstrand, Swartkops, Uitenhage, Beacon Bay |
|                      | <b>Buffalo City Metropolitan Municipality</b>       | Sundays River Valley           | Berlin, Bisho, Breidbach, Macleantown, Gonubie, Dimbaza, East London, Kidd's Beach, King William's Town, Mdantsane, Phakamisa, Potsdam, Swelitsha               |
| <b>FREE STATE</b>    | <b>Mangaung Metropolitan Municipality</b>           |                                | Bloemfontein, Botshabelo, Dewetsdorp, Mangaung, Soutpan, Thaba Nchu, Van Stadensrus, Wepener  |
|                      | <b>Fezile Dabi District Municipality</b>            | Metsimaholo Local Municipality | Deneysville, Kragbron, Oranjeville, Sasolburg   |
|                      | <b>Lejweleputswa District Municipality</b>          | Masilonyana Local Municipality | Brandfort, Soutpan, Theunissen, Verkeerdevlei, Winburg  |
|                      |   | Matjhabeng Local Municipality  | Allanridge, Hennenman, Odendaalsrus, Ventersburg, Virginia, Welkom  |
|                      |   | Nala Local Municipality        | Bothaville, Wesselsbron   |
| <b>KWAZULU NATAL</b> | <b>uMgungundlovu District</b>                       | Impendle                       | Impendle  |
|                      |   | Mpofana                        | Mooi River  |
|                      | <b>Amajuba District</b>                             | Dannhauser eMadlangeni         | Dannhauser, Hattingspruit Utrecht   |

|                   |   |   |  |
|-------------------|---|---|--|
|                   |   | <b>Newcastle</b>  | <b>Charlestown, Newcastle</b>  |
|                   | <b>Harry Gwala District</b>               | Dr Nkosazana Dlamini<br>Zuma<br>Greater Kokstad                     | Creighton, Himeville, Underberg<br>Kokstad   |
|                   |   | Ubuhlebezwe<br>Umzimkulu  | Ixopo<br>uMzimkhulu  |
|                   | <b>King Cetshwayo District</b>            | City of Umhlatuze<br>Mthonjaneni<br>Nkandla<br>uMfolozi<br>uMlalazi | Empangeni, Richards Bay<br>Melmoth, Ntambanana<br>Nkandla<br>KwaMbonambi<br>Eshowe, KwaGingindlovu, Mtunzini   |
|                   | <b>Ugu District</b>                       | Ray Nkonyeni<br>Umdoni<br>Umuziwabantu<br>Umzumbe                   | Eshowe, KwaGingindlovu, Mtunzini<br>Pennington, Scottburgh/Umzinto North<br>Harding<br>Umzumbe   |
|                   | <b>uMkhanyakude District</b>              | Big 5 Hlabisa<br>Jozini<br>Mtubatuba<br>uMhlabuyalingana            | Hlabisa, Hluhluwe<br>Ingwavuma, Jozini, Mkuze<br>Mtubatuba, St Lucia<br>Mbazwana   |
|                   | <b>uMzinyathi District</b>                | Endumeni<br>Nquthu<br>uMsinga                                       | Dundee, Glencoe<br>Nquthu<br>Pomeroy   |
|                   | <b>uThukela District</b>                  | Alfred Duma<br>Inkosi Langalibalele<br>Okhahlamba                   | Colenso, Ladysmith, Van Reenen<br>Estcourt, Weenen<br>Bergville, Cathkin Park, Winterton   |
|                   | <b>Zululand District</b>                  | AbuQulusi<br>eDumbe<br>Nongoma<br>Ulundi<br>uPhongolo               | Louwsburg, Vryheid<br>Paulpietersburg<br>Nongoma<br>Ulundi<br>Pongola  |
| <b>LIMPOPO</b>    | <b>Capricorn District Municipality</b>    | Polokwane Local Municipality  | Klaserie, Polokwane, Seshego, Modjadjiskloof, Gazankulu  |
|                   | <b>Mopani District Municipality</b>       | Greater Letaba Local Municipality                                   | Modjadjiskloof   |
|                   | <b>Vhembe District Municipality</b>       | Thulamela Local Municipality  | Dzanani  |
| <b>MPUMALANGA</b> | <b>Ehlanzeni District Municipality</b>    | City of Mbombela Local Municipality                                 | Barberton, Emoyeni, Entokozweni, Hazyview, Kaapschehoop, Kaapmuiden, Kabokweni, Kanyamazane, Kiepersol, Luphisi, Matsulu, Mbombela, Mpakeni, Msogwaba, Ngodwana, Nsikazi, Skukuza, Tekwane, White River. |
|                   | <b>Gert Sibande District Municipality</b> | Govan Mbeki Local Municipality                                      | Bethal, Charl Cilliers, Embalenhle, Evander, Highveld Ridge, Kinross, Leandra, Leslie, Secunda, Trichardt  |
|                   | <b>Nkangala District Municipality</b>     | Emalahleni Local Municipality                                       | Kriel, Ogies, Phola, eMalahleni  |

|                      |  |   |  |
|----------------------|--|---|--|
|                      |  | Steve Tshwete Local Municipality            | Mdutjana, Middelburg   |
| <b>NORTHERN CAPE</b> | <b>Frances Baard District Municipality</b>             | Dikgatlong Local Municipality               | Barkly West, Delpoortshoop, Windsorton   |
|                      |  | Magareng Local Municipality                 | Warrenton  |
|                      |  | Phokwane Local Municipality                 | Hartswater, Jan Kempdorp, Pampierstat  |
|                      |  | Sol Plaatje Local Municipality              | Kimberley, Ritchie   |
|                      | <b>John Taolo Gaetsewe District Municipality</b>       | Ga-Segonyana Local Municipality             | Bankhara-Bodulong, Kuruman, Mothibstad   |
|                      |  | Gamagara Local Municipality                 | Deben, Kathu, Kudumane, Olifantshoek, Sishen   |
|                      |  | Joe Morolong Local Municipality             | Hotazel, Santoy, Van Zylsrus   |
|                      | <b>ZF Mgcawu District Municipality</b>                 | Dawid Kruiper Local Municipality            | Mier, Rietfontein, Upington  |
|                      |  | Kai !Garib Local Municipality               | Eksteenskuil, Kakamas, Kelmoes,  |
|                      |  | Kgatelopele Local Municipality              | Danielskuil, Lime Acres  |
|                      |  | Tsantsabane Local Municipality              | Beeshoek, Postmasburg  |
| <b>NORTHWEST</b>     | <b>Bojanala Platinum District Municipality</b>         | Madibeng Local Municipality                 | Bethanie, Brits, Broederstroom, De Wildt, Hartbeespoort, Ifafi, Kosmos, Mooiwool, Tihabane |
|                      |  | Rustenburg Local Municipality               | Beestekraal, Boshhoek, Hartbeesfontein-A, Marikana, Phatsima, Rustenburg, Tihabane         |
|                      | <b>Dr Kenneth Kaunda District Municipality</b>         | City of Matlosana Local Municipality        | Hartbeesfontein, Klerksdorp, Orkney, Stilfontein   |
|                      |  | JB Marks Local Municipality                 | Potchefstroom, Ventersdorp   |
|                      | <b>Dr Ruth Segomotsi Mompati District Municipality</b> | Ditsobotla Local Municipality               | Gerdau   |
|                      | <b>Ngaka Modiri Molema District Municipality</b>       | Mahikeng Local Municipality                 | Mahikeng   |
| <b>WESTERN CAPE</b>  | <b>City of Cape Town Metropolitan Municipality</b>     | City of Cape Town Metropolitan Municipality | Firgrove, Gordonsbay, Sir Lawrey's Pass, Somerset West, Strand                             |
|                      |  | Breede Valley Local Municipality            | Rawsonville, Worcester,  |
|                      |  | Drakenstein                                 | Gouda, Paarl, Wellington   |
|                      |  | Stellenbosch Local Municipality             | Franschoek, Klappmuts, Pniel, Stellenbosch, Stellenbosch Farms.                            |
|                      |  | Witzenberg Local Municipality               | Ceres, Tulbach, Wolseley   |

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|--|--|------------------------------------|--|
|  |  | Overstrand Local Municipality      | Betty's Bay, Birkenhead, De Kelders, Fishershaven, Franskraal, Gansbaai, Hawston, Hermanus, Kleinmond, Onrus, Pearley Beach, Pringle Bay, Rooi-Els, Sand Bay, Standford, Van Dyks Bay, Vermont.  |
|  |  | Theewaterskloof Local Municipality | Bot River, Caledon/Myddleton, Grabouw, Theewaterskloof, Villiersdorp.  |
|  |  | Bergrivier Local Municipality      | Velddrif   |
|  |  | Saldanha Bay Local Municipality    | Jacobs Bay, Langebaan, Paternoster, Saldanha, St Helena Bay, Vredenburg.   |
|  |  | Swartland Local Municipality       | Abbotsdale, Chatsworth, Darling, Grotto Bay, Kalbaskraal, Malmesbury, Moreesburg, Riebeeck Kasteel, Riebeeck West, Riverlands, Yzerfontein.  |
|  |  | Garden Route District Municipality | Albertina, Boggoms Bay, Brandwag, Brenton, Brenton-on-Sea, Buffels Bay, Friemersheim, George, Great Brak River, Herolds Bay, Jongens Fontein, Keurboomstrand, Knoetze, Knysna, Krantshoek, Kurland, Kwanokuthula, Mosse! Bay, Oudtshoorn, Plettenburg Bay, Rheenedal, Riversdale, Sedgfield, Still Bay, Victoria Bay, Vleesbaai, Wilderness, Wittedrift. |

| Province     | Metropolitan/District Municipality | Local Municipality    | Tier 3  |
|--------------|------------------------------------|-----------------------|---|
| EASTERN CAPE | Chris Hani                         | Emalahleni            | Cacadu (Lady Frere), Dortrecht, Indwe   |
|              |                                    | Engcobo               | Engcobo   |
|              |                                    | Enoch Mgijima         | Hofmeyer, Komani (Queenstown), Tylden, Moltano, Sada, Sterkstroom, Tarkastad, Whittlesea. |
|              |                                    | Intsika Yethu         | Cofimvaba, Tsomo  |
|              |                                    | Inxuba Yethemba       | Cradock, Middelburg, Mount Zebra National Park  |
|              |                                    | Sakhisizwe            | Cale, Khowa (Elliot)  |
|              | Joe Gqabi                          | Elundini              | Maclear, Mount Fletcher, Ugie   |
|              |                                    | Senqy                 | Barkly East, Lady Grey, Rhodes, Rossouw, Sterkspruit,                                     |
|              |                                    | Walter Sisiulu        | Aliwal North, Burgersdorp, Jamestown, Oviston, Steynsburg, Venterstad                     |
|              | OR Tambo                           | Ingquza               | Flagstaff, Lusikisiki   |
|              |                                    | King Sabat Dalindyebo | Mqanduli, Mthatha (Umtata) (20km radius)  |
|              |                                    | Mhlontlo              | Qumbu, Tsolo  |

|            |  |   |   |
|------------|--|---|---|
|            |  | Nyandeni  | Libode, Ngqeleni  |
|            |  | Port St. Johns  | Port St. Johns  |
|            | Sarah Baartman                           | Blue Crane Route  | Cookhouse, Pearston, Petersburg, Somerset East  |
|            |  | Beyers Naude  | Aberdeen, Adendorp, Graaff-Reinet, Jansenville, Kendrew, Klipplaat, Nieu-Bethesda, Rietbron, Waterford, Willowford                                      |
|            |  | Kouga   | Hankey, Lorie, Patensie   |
|            |  | Koukamma  | Clarkson, Twee Rivier, Joubertina, Kareedouw, Krakeel River, Louterwater, Misgund, Nompumelelo, Sandrift, Storms River, Woodlands                       |
|            |  | Makana  | Alicedale, Salem, Makhanda (Grahamstown), Riebeeck East, Sidbury.   |
|            |  | Ndlambe   | Alexandria, Bathurst, Boknes/Cannon Rocks, Bushmans River, Kenton-on-Sea, Port Alfred, Seafield   |
|            |  | Sundays River Valley  | Addo, Kirkwood, Peterson  |
|            | Alfred Nzo                               | Matatiele   | Cedarville, Maloti, Matatiele   |
|            |  | Ntabankulu  | Tabankulu   |
|            |  | Umzimvubu   | eMaxesibeni (Mount Ayliff), KwaBhaca (Mount Frere)  |
|            |  | Winnie Madikizela-Madela  | Bizana  |
|            | Amathole                                 | Amahlati  | Cathcart, Kei Road, Keiskammahoek, Stutterheim  |
|            |  | Great Kei   | Amatola Coastal, Kei Mouth, Komga, Margan Bay   |
|            |  | Mbhashe   | Dutywa, Elliotdale, Willowvale  |
|            |  | Mnquma  | Butterworth, Kentani (Centane), Ngqamakhwe  |
|            |  | Ngcushwa  | Hamburg, Peddie   |
|            |  | Raymond Mhlaba  | Adelaide, Alice, Bedford, Fort Beaufort, Hogsback, Middeldrift, Seymore   |
| FREE STATE | Fezile Dabi District Municipality        | Mafube Local Municipality<br>Moghaka Local Municipality<br>Ngwathe Local Municipality | Cornelia, Frankfort, Tweeling, Villiers<br>Kroonstad, Renovaal, Steynsrus, Vierfontein, Viljoenskroon<br>Edenville, Heilbron, Koppies, Parys, Vredefort |
|            | Lejweleputswa District Municipality      | Tokologo Local Municipality<br>Tswelopele Local Municipality                          | Boshof, Dealesville, Hertzogville<br>Bultfontein, Hoopstad  |
|            | Thabo Mofutsanyana District Municipality | Dihlabeng Local Municipality  | Bethlehem, Clarens, Fouriesburg, Golden Gate Highlands National Park, Paul Roux, Rosendal   |

|                      |   |   |  |
|----------------------|---|---|--|
|                      |   | Maluti-A-Phofung Local Municipality<br>Mantsopa Local Municipality<br>Nketoana Local Municipality<br>Phumelela Local Municipality   | Harrismith, Kestell, Phuthaditjhaba<br>Excelsior, Hobhouse, Ladybrand, Thaba Patchoa, Tweespruit<br>Arlington, Lindley, Petrus Steyn, Reitz<br>Memel, Vrede, Warden  |
|                      |   | Setsoto Local Municipality  | Clocolan, Ficksburg, Marquard, Senekal   |
|                      | <b>Xhariep District Municipality</b>    | Kopanong Local Municipality<br>Letsemeng Local Municipality<br>Mohokare Local Municipality  | Bethulle, Edenburg, Fauresmith, Gariep Dam, Jagersfontein, Philippolis, Oranjekrag, Reddersburg, Springfontein, Trompsburg, Waterkloof Jacobsdal, Koffiefontein, Luckhoff, Oppermansgronde, Petrusburg<br>Rouxville, Smithfield, Van Stadensrus, Zastron |
| <b>GAUTENG</b>       |   | <b>Sedibeng District Municipality</b>   | Rensburg   |
| <b>KWAZULU NATAL</b> |   |   |  |
| <b>LIMPOPO</b>       | <b>Capricorn District Municipality</b>  | Blouberg Local Municipality<br>Lepelle-Nkumpi Local Municipality<br>Molemole Local Municipality<br>Polokwane Local Municipality   | Alldays, Senwabarwana (Bochum)<br>Zebediela<br>Dendron, Koedoeskop, Morebeng (Soekmekaar)<br>Marken, Thabampoopo   |
|                      | <b>Mopani District Municipality</b>     | Ba-Phalaborwa Local Municipality<br>Greater Giyani Local Municipality<br>Greater Letaba Local Municipality<br>Greater Tzaneen Local Municipality<br>Maruleng Local Municipality | Gravelotte, Leydsdorp, Lulekani, Namakgale<br>Giyani<br>Sekgosese<br>Haenertsburg, Ritavi, Tzaneen<br>Hoedspruit, Trichardtsdal  |
|                      | <b>Sekhukhune District Municipality</b> | Elias Motsoaledi Local Municipality<br>Ephraim Mogale Local Municipality<br>Fetakgomo Tubatse Local Municipality<br>Makhuduthamaga Local Municipality                           | Groblerdsdal, Moutse, Roossenekal, Sekhukhuneland<br>Letsitele, Marble Hall, Schuinsdraai Nature Reserve<br>Burgersfort, Ohrigstad, Steelpoort<br>Nebo   |
|                      | <b>Vhembe District Municipality</b>     | Collins Chabane Local Municipality<br>Makhado Local Municipality<br>Musina Local Municipality<br>Thulamela Local Municipality   | Hlanganani, Malamulele, Radium<br>Soutpansberg<br>Musina<br>Thohoyandou, Shayndima, Venda  |

|                             |   |  |   |   |
|-----------------------------|---|--|---|---|
|                             | <b>Waterberg District Municipality</b>    | Bela-Bela Local Municipality               | Bela-Bela, Pienaarsrivier, Settlers   |   |
|                             |   | Lephalale Local Municipality               | Ellisras, Lephalale   |   |
|                             |   | Modimolle-Mookgophong Local Municipality   | Modimolle, Mookgophong (Naboomspruit), Vaalwater                                      |   |
|                             |   | Mogalakwena Local Municipality             | Mokopane (Potgietersrus)  |   |
| <b>MPUMALANGA</b>           | <b>Ehlanzeni District Municipality</b>    | Thabazimbi Local Municipality              | Amandelbult, Mine Town, Northam, Thabazimbi   |   |
|                             |   | Bushbuckridge Local Municipality           | Mapulaneng  |   |
|                             |   | City of Mbombela Local Municipality        | Mhala, Schagen  |   |
|                             |   | Nkomazi Local Municipality                 | Hectorspruit, Komatipoort, Malalane, Marioth Park                                     |   |
|                             |   |  | Thaba Chweu Local Municipality  | Graskop, Lydenburg, Mashishing, Pilgrim's Rest, Sabie |
|                             | <b>Gert Sibande District Municipality</b> | Chief Albert Luthuli Local Municipality    | Carolina, Ekulindeni, Empuluzi, eManzana, Eerstehoek                                  |   |
|                             |   | Dipaleseng Local Municipality              | Balfour, Greylingstad, Grootvlei  |   |
|                             |   | Dr Pixley Ka Isaka Seme Local Municipality | Amersfoort, Perdekop, Volksrust, Wakkerstroom   |   |
|                             |   | Govan Mbeki Local Municipality             |   |   |
|                             |   | Lekwa Local Municipality                   | Morgenzon, Standerton   |   |
|                             |   | Mkhondo Local Municipality                 | Amsterdam, eMkhondo (Piet Retief)   |   |
|                             |   | Msukaligwa Local Municipality              | Breyten, Chrissiesmeer, Davel, Ermelo, Lothair  |   |
|                             | <b>Nkangala District Municipality</b>     | Dr JS Moroka Local Municipality            | Mdala Nature Reserve  |   |
|                             |   | Emakhazeni Local Municipality              | Belfast, Dulstroom, Emgwenya (Waterval Boven), eMakhazeni, BeNtokozweni (Machadodorp) |   |
|                             |   | Emalaheni Local Municipality               |   |   |
|                             |   | Steve Tshwete Local Municipality           | Hendrina, , Pullens Hope, Rietkuil  |   |
|                             |   | Thembisile Hani Local Municipality         | KwaMhlanga, Mkobola   |   |
|                             |   | Victor Khanye Local Municipality           |   |   |
|                             | <b>NORTHERN CAPE</b>                      | <b>Frances Baard District Municipality</b> | Dikgatlong Local Municipality   |   |
| Magareng Local Municipality |   |  |   |   |
|                             |   | Phokwane Local Municipality                |   |   |
|                             |   | Sol Plaatje Local Municipality             |   |   |

|                  |  |   |  |
|------------------|--|---|--|
|                  | <b>John Taolo Gaetsewe District Municipality</b> | Ga-Segonyana Local Municipality                                 |  |
|                  |  | Gamagara Local Municipality                                     | Vanzylsrus                                   |
|                  |  | Joe Morolong Local Municipality                                 |  |
|                  | <b>Namakwa District Municipality</b>             | Hantam Local Municipality                                       | Brandvlei, Onderste Dooms                    |
|                  |  | Kamiesberg Local Municipality                                   |  |
|                  |  | Karoo Hoogland Local Municipality                               | Williston                                    |
|                  |  | Khai-Ma Local Municipality                                      | Aggeneys, Pella, Pofadder                    |
|                  |  | Nama Khoi Local Municipality<br>Richtersveld Local Municipality | Richtersveld                                 |
|                  | <b>Pixley Ka Seme District Municipality</b>      | Ernthanjeni Local Municipality                                  | Britstown, De Aar, Hanover                   |
|                  |  | Kareeberg Local Municipality                                    | Camarvon, Vanwyksvlei, Vosburg               |
|                  |  | Renosterberg Local Municipality                                 | Petrusville, Philipstown, Van der Kloof      |
|                  |  | Siyancuma Local Municipality                                    | Campbell, Douglas, Griekwastad, Schmidtsdrif |
|                  |  | Siyathemba Local Municipality                                   | Prieska                                      |
|                  |  | Thembelihle Local Municipality                                  | Hopetown, Strydenburg                        |
|                  |  | Ubuntu Local Municipality                                       | Hutchinson, Loxton, Richmond, Victoria West  |
|                  |  | Umsobomvu Local Municipality                                    | Colesberg, Norvalspont, Noupoot              |
|                  | <b>ZF Mgcawu District Municipality</b>           | Kheis Local Municipality  | Brandboom, Groblershoop                      |
|                  |  | Dawid Kruiper Local Municipality                                |  |
|                  |  | Kai !Garib Local Municipality                                   | Kenhardt                                     |
|                  |  | Kgatelopele Local Municipality                                  |  |
|                  |  | Tsantsabane Local Municipality                                  |  |
| <b>NORTHWEST</b> | <b>Bojanala Platinum District Municipality</b>   | Kgetlengrivier Local Municipality                               | Derby, Koster, Swartruggens                  |
|                  |  | Madibeng Local Municipality                                     | Schoemansville                               |
|                  |  | Moretele Local Municipality                                     | Moretel                                      |
|                  |  | Moses Kotane Local Municipality                                 | Madikwe                                      |
|                  |  | Rustenburg Local Municipality                                   |  |

|                     |  |                                      |   |
|---------------------|--|--------------------------------------|---|
|                     | <b>Dr Kenneth Kaunda District Municipality</b>         | City of Matlosana Local Municipality |   |
|                     |  | JB Marks Local Municipality          |   |
|                     |  | Maquassi Hills Local Municipality    | Leeudoringstad, Makwassie, Witpoort, Wolmaransstad  |
|                     | <b>Dr Ruth Segomotsi Mompati District Municipality</b> | Greater Taung Local Municipality     | Pudimoe, Reivilo, Taung   |
|                     |  | Kagisano-Molopo Local Municipality   | Piet Plessis, Pomfret   |
|                     |  | Lekwa-Teemane Local Municipality     | Bloemhof, Christiana  |
|                     |  | Mamusa Local Municipality            | Amalia, Schweizer-Reneke  |
|                     |  | Naledi Local Municipality            | Huhudi, Stella, Vryburg   |
|                     | <b>Ngaka Modiri Molema District Municipality</b>       | Ditsobotla Local Municipality        | Biesiesvlei, Coligny, Delareyville, Lichtenburg, Ottosdal, Sannieshof   |
|                     |  | Mahikeng Local Municipality          | Bophuhatswana, Slurry   |
|                     |  | Ramotshere Moiloa Local Municipality | Groot Marico, Skuinsdrif, Zeerust   |
|                     |  | Ratlou Local Municipality            | Disaneng, Kraaipan, Madibogo, Setlagoie   |
|                     | <b>Cape Winelands District Municipality</b>            | Breede Valley Local Municipality     | De Dooms, Touws Rivier  |
|                     |  | Drakenstein                          | Saron   |
|                     |  | Langeberg                            | Ashton, Bonnievale, Mc Gregor, Montagu, Robertson.  |
|                     | Witzenburg Local Municipality                          | Op-Die-Berg, Prince Alfred Hamlet    |   |
| <b>WESTERN CAPE</b> | <b>Garden Route District Municipality</b>              | -                                    | Calitz Dorp, De Rust, Dysseisdorp, Gouritsmond, Haariem, Heidelberg, Herbertsdale, Ladismith, Nature's Valley, Slangrivier, Uniondale, Vanwyksdorp, Witsand, Zoar |
|                     | <b>Overberg District Municipality</b>                  | Cape Agulhas                         | Agulhas, Arniston, Bredasdorp, Elim, Klipdale, Napier, Proteem, Struis Bay, Suidersstrand   |
|                     |  | Swellendam Local Municipality        | Barrydale, Buffeljagsrivier, Infanta, Malgas, Suurbraak, Swellendam   |
|                     | <b>Theewateskloof Local Municipality</b>               | Genadendal, Greyton, Riversonderend  |   |
|                     | <b>West Coast District Municipality</b>                | Bergrivier Local Municipality        | Aurora, Eendekuil, Piketberg, Porterville, Redelinghuys   |
|                     |  | Cederberg Local Municipality         | Citrusdal, Clanwilliam, Elands Bay, Graafwater, Lamberts Bay, Leipodville, Wupperthal   |

|   |  |   |  |
|---|--|---|--|
|   |  | <b>Matzikama Local Municipality</b>     | Bitterfontein, Doring Bay, Ebenhaezer, Klawer, Kliprand, Koekenaap, Lutzville, Moilsvei, Nuwerus, Putsekloof, Rietpoort, Stofkraal, Strandfontein, Van Rhynsdorp, Vredendal,   |
|   |  | <b>Saldanha Bay Local Municipality</b>  | Hopefield  |
|   |  | <b>Swartland Local Municipality</b>     | Koringberg   |
|   | <b>Northern Cape</b>                       | <b>Namakwa District Municipality</b>    | Alexander Bay, Bulletrap, Calvinia, Carolusberg, Concordia, Eksteenfontein, Garies, Hondeklip Bay, Kamieskroon, Kleinzee, Koingnaas, Komaggas, Kuboes, Leliefontein/Kamiesberg, Loeriesfontein, Middelpoort, Nababeep, Nieuwoudtville, O'Kiep, Port Nolloth, Sanddrift, Springbok, Steinkopf, Sutherland |
| <b>MUNICIPAL AREAS IN WESTERN &amp; NORTHERN CAPE</b> | <b>Central Karoo District Municipality</b> | <b>Beaufort West Local Municipality</b> | Beaufort West, Merveville, Murraysburg, Nelpoort   |
|   |  | <b>Laingsburg Local Municipality</b>    | Laingsburg, Matjiesfontein   |
|   |  | <b>Prince Albert Local Municipality</b> | Klaarstroom, Leeu Gamka, Prince Albert   |

**ADDENDUM 2****OFFICES OF THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL  
INDUSTRY OF S.A****1. NATIONAL OFFICE – JOHANNESBURG**

|  |                          |
|--|--------------------------|
| <b>122 QUEEN STREET<br/>KENSINGTON,<br/>JOHANNESBURG<br/>2094</b><br><br><b>PO BOX 31402<br/>BRAAMFONTEIN<br/>2017</b> | <b>TEL : 011/3392312</b> |
|--|--------------------------|

**2. JOHANNESBURG REGIONAL OFFICE**

|  |                          |
|--|--------------------------|
| <b>122 QUEEN STREET<br/>KENSINGTON,<br/>JOHANNESBURG<br/>2094</b><br><br><b>PO BOX 31402<br/>BRAAMFONTEIN<br/>2017</b> | <b>TEL : 011/3392312</b> |
|--|--------------------------|

**3. BLOEMFONTEIN REGIONAL OFFICE**

|   |  |
|---|--|
| <b>74 VICTORIA ROAD<br/>SHALLOWS<br/>BLOEMFONTEIN<br/>9301</b><br><br><b>PO BOX 1379<br/>BLOEMFONTEIN.<br/>9300</b> | <b>TEL : 051/444-5869<br/>051/444-5984</b> |
|---|--|

**4. CAPE TOWN REGIONAL OFFICE**

|  |   |
|--|---|
| <b>31 COOK STREET<br/>GOODWOOD<br/>7460<br/>(Entrance on Vasco Boulevard)</b><br><br><b>PO BOX 1220<br/>PAROW<br/>7499</b> | <b>TEL : 021/591-4784</b><br><br><b>FAX : 021/5916261</b> |
|--|---|

**5. KWAZULU NATAL REGIONAL OFFICE**

|  |   |
|--|---|
| <b>23 LENNOX ROAD<br/>GREYVILLE<br/>DURBAN<br/>4023</b><br><br><b>PO BOX 47852<br/>GREYVILLE<br/>DURBAN<br/>4023</b> | <b>TEL : 031/306-8100<br/>031/309-1326<br/>031/309-1325<br/>031/309-1307<br/>031/309-1279</b> |
|--|---|

**6. EAST LONDON REGIONAL OFFICE**

|   |                                |
|---|--------------------------------|
| <b>UNIT 205 EDCOTT SQUARE<br/>256 OXFORD STREET<br/>EAST LONDON<br/>5201</b><br><br><b>PO BOX 19852<br/>TECOMA<br/>5214</b> | <b>TEL : 043/722 – 0120/21</b> |
|---|--------------------------------|

**7. PRETORIA REGIONAL OFFICE:**

|   |                           |
|---|---------------------------|
| <b>1072 FRANCIS BAARD STREET<br/>HATFIELD<br/>PRETORIA<br/>0028</b><br><b>PO BOX 12399<br/>HATFIELD<br/>0028</b><br><br><b>PO BOX 12399<br/>HATFIELD<br/>0028</b> | <b>TEL : 012/110-4644</b> |
|---|---------------------------|

**8. GQEBERHA REGIONAL OFFICE:**

|  |                           |
|--|---------------------------|
| <b>25 4th AVENUE<br/>NEWTON PARK<br/>GQEBERHA,<br/>6045</b><br><br><b>P.O. BOX 27287<br/>GREENACRES<br/>6057</b> | <b>TEL : 041/363-5460</b> |
|--|---------------------------|

**9. POLOKWANE REGIONAL OFFICE**

|  |                           |
|--|---------------------------|
| <b>ROOM 314 PIONEER BLD<br/>50 LANDDROS MARE STREET<br/>POLOKWANE.<br/>0699</b><br><br><b>P.O. BOX 2478<br/>POLOKWANE<br/>0700</b> | <b>TEL : 015/291-4157</b> |
|--|---------------------------|

**10. GEORGE REGIONAL OFFICE**

|   |                           |
|---|---------------------------|
| <b>OFFICE 201<br/>YORK MALL 100<br/>YORK STREET<br/>GEORGE<br/>6530</b><br><br><b>P.O. BOX 1952<br/>GEORGE<br/>6529</b> | <b>TEL : 044/874-5738</b> |
|---|---------------------------|

SIGNED AT KENSINGTON AS AUTHORISED FOR AND ON BEHALF OF THE PARTIES TO THE COUNCIL, THIS 7<sup>th</sup> day of March 2023.



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M STRATON - NATIONAL CHAIRMAN – NBCEISA - FOR ECA (SA)



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R MC ALPINE – NATIONAL VICE-CHAIRMAN – NBCEISA - FOR SAEWA



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D VAN DEVENTER AND M MFIKOE – ACTING NATIONAL GENERAL SECRETARY

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## DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 3371

5 May 2023

## RULES BOARD FOR COURTS OF LAW ACT, 1985 (ACT NO. 107 OF 1985)

AMENDMENT OF RULES REGULATING THE CONDUCT OF THE PROCEEDINGS OF THE  
MAGISTRATES' COURTS OF SOUTH AFRICA

The Rules Board for Courts of Law has, under section 6 of the Rules Board for Courts of Law Act, 1985 (Act No. 107 of 1985), and with the approval of the Minister of Justice and Correctional Services, made the rules in the Schedule.

## SCHEDULE

## GENERAL EXPLANATORY NOTE:

[ ] Words in bold type in square brackets indicate omissions from the existing enactments.

\_\_\_\_\_ Words underlined with a solid line indicate insertions into the existing enactments.

## Definition

1. In this Schedule the "Rules" means the Rules Regulating the Conduct of the Proceedings of the Magistrates' Courts of South Africa, published under Government Notice No. R. 740 of 23 August 2010 as amended by Government Notice Nos. R. 1222 of 24 December 2010, R. 611 of 29 July 2011, R. 1085 of 30 December 2011, R. 685 of 31 August 2012, R. 115 of 15 February 2013, R. 263 of 12 April 2013, R. 760 of 11 October 2013, R. 183 of 18 March 2014, R. 215 of 28 March 2014, R. 507 of 27 June 2014, R. 571 of 18 July 2014, R. 5 of 9 January 2015, R. 32 of 23 January 2015, R. 33 of 23 January 2015, R. 318 of 17 April 2015, R. 545 of 30 June 2015, R. 2 of 19 February 2016, R. 1055 of 29 September 2017, R. 1272 of 17 November 2017, R. 632 of 22 June 2018, R. 1318 of 30 November 2018, R. 842 of

31 May 2019, R. 1343 of 18 October 2019, R. 107 of 7 February 2020, R. 858 of 7 August 2020, R. 1156 of 30 October 2020, R. 1602 of 17 December 2021 and R. 2434 of 2 September 2022.

## **Amendment of Chapter 2 of Rules**

2. Chapter 2 of the Rules is hereby amended—

(a) by the substitution for rules 70, 71, 72, 73, 74, 75, 76, 77, 78 and 79, respectively, of the following rules:

### **70. Purpose of rules**

The purpose of the rules in this Chapter is—

- (a) to provide for the parties to litigation the opportunity to submit the dispute to mediation, either of their own accord or upon enquiry by the court;
- (b) to regulate the referral to mediation where parties agree to submit the dispute to mediation; and
- (c) to regulate the further conduct of litigation where the dispute is referred to mediation.

### **71. Definitions**

For the purposes of this Chapter—

'action' means litigation commenced by the issue of summons;

'application' means litigation commenced by notice of motion;

'dispute' means the subject matter of litigation between parties, or an aspect thereof;

'litigation' means court proceedings commenced by action or application proceedings;

'mediation' means a voluntary process entered into by agreement between the parties to a dispute, in which an impartial and independent person, the mediator, assists the parties to either resolve the dispute between them, or identify issues upon which agreement can be reached, or explore areas of compromise, or generate options to resolve the dispute, or clarify priorities, by facilitating discussions between the parties and assisting them in their negotiations to resolve the dispute.

### **72. Notice agreeing to or opposing mediation**

(1) In every new action or application, the plaintiff or applicant shall, together with the summons or combined summons or notice of motion, serve on each defendant or respondent a notice indicating whether such plaintiff or applicant agrees to or opposes referral of the dispute to mediation.

(2) A defendant or respondent shall, when delivering a notice of intention to defend or a notice of intention to oppose, or at any time thereafter, but not later than the delivery of a plea o

answering affidavit, serve on each plaintiff or applicant or the plaintiff's or applicant's attorneys, a notice indicating whether such defendant or respondent agrees to or opposes referral of the dispute to mediation.

(3) The notices referred to in subrules (1) and (2) shall be substantially in accordance with Form 60A and Form 60B of Annexure 1 and shall clearly and concisely indicate the reasons for such party's belief that the dispute is or is not capable of being mediated.

(4) Subject to the provisions of rule 79, the notices referred to in this rule shall be of a without prejudice nature and shall not be filed with the clerk or registrar of the court.

### **73. Referral to mediation**

(1) Notwithstanding the provisions of rule 72, the parties may, at any stage before judgment, agree to refer the dispute between them to mediation: Provided that where the trial or opposed application has commenced, the parties shall first obtain the leave of the court.

(2) A judicial officer or the court may at any stage before judgment enquire into and allow the parties to consider mediation, whereupon the parties may, if they agree, refer the dispute to mediation.

(3) Where the parties agree to refer the dispute to mediation, either upon delivery of the notices referred to in rule 72, or in terms of this rule, the parties shall—

- (a) deliver a joint signed minute recording their election to refer the dispute to mediation; and
- (b) enter into an agreement to mediate, prior to the commencement of mediator proceedings.

### **74. Time limits**

(1) The time limits prescribed by the rules in Chapter 1 for the delivery of pleadings and notices and the filing of affidavits or the taking of any step shall be suspended for every party to the litigation, from the date of signature of the minute referred to in rule 73(3)(a), to the time of conclusion of mediation: Provided that any party to the litigation who considers that the suspension of the prescribed time limits is being abused, may apply to the court for the upliftment of the suspension of the prescribed time limits.

(2) The process of mediation shall be concluded within 30 days from the date of signature of the minute referred to in rule 73(3)(a): Provided that a judicial officer or the court may, on good cause shown by the parties, extend such time period for completion of the mediation process.

### **75. Multiple parties and issues**

(1) Where there are multiple parties to the litigation, some of whom are agreeable to mediation and some of whom are not, parties who are agreeable to mediation may proceed to mediation notwithstanding any other party's refusal to mediate.

(2) The time limits prescribed for the delivery of pleadings and notices and the filing of affidavits or the taking of any step, as prescribed by the Rules in Chapter 1, shall be suspended for every party, from the date of signature of the minute referred to in rule 74(1) to the time of conclusion of mediation by the parties who have elected to mediate: Provided that any party to the litigation who considers that such suspension of time limits is being abused, may apply to the court for the upliftment of such suspension.

(3) In any matter where there are multiple issues, the parties may agree that some issues be referred to mediation and that the issues remaining in dispute may proceed to litigation.

(4) If any issue remains in dispute after mediation, the parties may proceed to litigation on such issue in dispute.

#### **76. Confidentiality and admissibility**

Except as provided by law or discoverable in terms of the rules in Chapter 1 or as agreed between the parties, all communications and disclosures, whether oral or written, made at mediation proceedings, shall be confidential and inadmissible in evidence.

#### **77. Conclusion of mediation**

(1) Upon conclusion of mediation, the parties who engaged in mediation shall, by notice inform the clerk or registrar of the court and all other parties that mediation has been completed.

(2) Notwithstanding the failure of parties who have engaged in mediation to deliver the notice referred to in subrule (1), the suspension of the time limits referred to in rule 74(1) shall lapse, unless a judicial officer or a court, upon application, extends any time limit and notice thereof has been given to all parties to the litigation within five days of the grant of such extension.

(3) Subject to rule 74(2), mediation shall be deemed to be completed within 30 days from the date of signature of the joint minute referred to in rule 73(3)(a), from which date the suspension of the time limits prescribed for the delivery of pleadings and notices and the filing of affidavits or the taking of any step referred to in rule 74(1) shall lapse: Provided that where mediation is completed before the aforesaid period of 30 days, the parties who engaged in mediation shall deliver a notice, contemplated in subrule (1), indicating that mediation has been completed.

(4) The parties who engaged in mediation and the mediator who conducted the mediation shall, within five days of the conclusion of mediation, issue a joint minute indicating—

- (a) whether full or partial settlement was reached or whether mediation was not successful; and

(b) the issues upon which agreement was reached and which do not require hearing by the court.

(5) It shall be the joint responsibility of the parties who engaged in mediation to file with the clerk or registrar of the court, the minute referred to in subrule (4).

(6) No offer or tender made without prejudice in terms of this rule shall be disclosed to the court at any time before judgment has been given.

(7) Where the parties have reached settlement at mediation proceedings, the provisions of rule 27 in Chapter 1 shall apply *mutatis mutandis*.

#### **78. Fees of mediator**

Unless the parties agree otherwise, liability for the fees of mediator shall be borne equally by the parties participating in mediation.

#### **79. Costs**

When an order for costs of the action or application is considered, the court may have regard to the notices referred to in rules 72(1) and 72(2) or to any offer or tender referred to in rule 77(6) and any party shall be entitled to bring such notices or offer or tender to the attention of the court.”  
and

(b) by the repeal of rules 80, 81, 82, 83, 84, 85, 87 and 88.

#### **Amendment of Annexure 1 to Rules**

3. Annexure 1 to the Rules is hereby amended by the insertion after Form No. 59 of the forms contained in the Annexure hereto.

#### **Repeal of Annexure 3 to Rules**

4. Annexure 3 to the Rules is hereby repealed.

#### **Commencement**

5. These rules come into operation on **9 June 2023**.

**ANNEXURE**

**"No. 60A – NOTICE OF AGREEMENT OR OPPOSITION TO MEDIATION IN TERMS OF RULE 72(3)**

**\* For use in the District Court**

IN THE MAGISTRATES’S COURT FOR THE DISTRICT OF.....

HELD AT..... Case No. ....of 20.....

In the matter between:

.....Plaintiff/Applicant

.....Defendant/Respondent

Please take notice that the Plaintiff/Applicant/Defendant/Respondent agrees to/opposes to the referral of this matter to mediation

Plaintiff/Applicant/Defendant/Respondent does so for the following reasons:

.....  
.....  
.....  
.....  
.....

Dated at ..... on this ..... day of ..... 20.....

.....  
Plaintiff/Applicant/Attorney

Defendant/Respondent/Attorney

Address:

“Without prejudice and not to be filed in court”

**No. 60B – NOTICE OF AGREEMENT OR OPPOSITION TO MEDIATION IN TERMS OF RULE 72(3)**

**\* For use in the Regional Court**

IN THE REGIONAL COURT FOR THE REGIONAL DIVISION OF .....

HELD AT.....Case No. ....of 20.....

In the matter between

.....Plaintiff/Applicant

.....Defendant/Respondent

Please take notice that the Plaintiff/Applicant/Defendant/Respondent agrees to/opposes to the referral of this matter to mediation

Plaintiff/Applicant/Defendant/Respondent does so for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Plaintiff/Applicant/Attorney  
Defendant/Respondent/Attorney  
Address:

"Without prejudice and not to be filed in court" .



**ISAZISO SIKAHULUMENI  
UMNYANGO WEZOBULUNGISWA NOKUTHUTHUKISWA KOMTHETHOSISEKELO**

No. R.....

.....2023

**IBHODI LEMITHETHO LOMTHETHO WEZINKANTOLO ZOMTHETHO, WE-1985  
(UMTHETHO 107 WE-1985)**

**UKUCHIBITSHIYELWA KWEMITHETHO ELAWULA UKUQHUTSHWA KOKUQULWA  
KWAMACALA KWEZINKANTOLO ZIKAMANTSHI ZASENINGIZIMU AFRIKA**

Ibhodi Lemithetho Yezinkantolo Zomthetho, ngaphansi kwesigaba sesi-6 soMthetho Webhodi Lemithetho Yezinkantolo Zomthetho, we-1985 (uMthetho 107 we-1985), futhi ngemvume kaNgqongqoshe Wezobulungiswa kanye Nokuhlunyeleliswa Kwezimilo, lenze imithetho kwiSheduli.

**ISHEDULI**

**AMANOTHI ACHAZAYO AJWAYELEKILE:**

[        ] Amagama akubakaki abayisikwele abagqamile amele okukhishiwe emthethweni osebenzayo.

\_\_\_\_\_ Amagama adwetshelwe ngomugqa amele okufakiwe emthethweni osebenzayo.

**Incazelo**

1. Kule Sheduli "Imithetho" ichaza Imithetho elawula Ukuqhutshwa kokuqulwa kwamacala kwezinkantolo zikaMantshi zaseNingizimu Afrika, eshicilelwe ngaphansi Kwesaziso sikaHulumeni No.R.740 sangomhlaka-23 kuNcwaba 2010, njengoba ichitshiyelwe Isaziso sikaHulumeni No.R.1222 sangomhlaka-24 kuZibandlela 2010, R. 61 1 sangomhlaka- 29 kuNtulikazi 2011, R. 1085 sangomhlaka- 30 kuZibandlela 2011, R. 685 sangomhlaka-31

kuNcwaba 2012, R. 115 sangomhlaka-15 kuNhlolanja 2013, R. 263 sangomhlaka-12 kuNdasa 2013, R. 760 sangomhlaka-11 kuMfumfu 2013, R. 183 sangomhlaka-18 kuNdasa 2014, R. 215 sangomhlaka-28 kuNdasa 2014, R. 507 sangomhlaka- 27 kuNhlanguvana 2014, 571 sangomhlaka- 18 kuNtulikazi 2014, R. 5 sangomhlaka- 9 kuMasingana 2015, R. 32 sangomhlaka 23 kuMasingana 2015, R. 33 sangomhlaka- 23 kuMasingana 2015, R. 318 Sangomhlaka-17 kuMbaso 2015, R. 545 sangomhlaka-30 kuNhlanguvana 2015, R. 2 sangomhlaka 19 kuNhlolanja 2016, R. 1055 sangomhlaka- 29 September 2017, R. 1272 sangomhlaka- 17 kuLwezi 2017, R. 632 sangomhlaka- 22 kuNhlanguvana 2018, R. 1318 sangomhlaka- 30 November 2018, R. 842 sangomhlaka-31 kuNhlaba 2019, R. 1343 sangomhlaka- 18 kuMfumfu 2019, R. 107 sangomhlaka-7 kuNhlolanja 2020, R. 858 sangomhlaka- 7 kuNcwaba 2020, R. 1156 sangomhlaka-30 kuMfumfu 2020, R. 1602 sangomhlaka-17 kuZibandlela 2021 kanye nesaziso R. 2434 sangomhlaka-2 kuMandulo 2022.

## **Ukuchitshiyelwa kweSahluko sesi-2 Semithetho.**

### **2. Isahluko sesi-2 seMithetho sichitshiyelwe—**

(a) ngokufaka esikhundleni semithetho 70, 71, 72, 73, 74, 75, 76, 77, 78 kanye no 79, ngokulandelana, kwalemithetho elandelayo:

#### **"70. Inhloso yemithetho**

- Inhloso yemithetho kulesi Sahluko —
- (a) ukuhlinzekela abathintekayo ekuqulweni kwecala ithuba lokuhambisa ingxabano ukuba ilanyulwe, lokhu kungenzeka ngokuthanda kwabo noma ngokucelwa inkantolo:
- (b) ukulawula ukudluliswa kwamacala ukuba ayolanyulwa, lapho abathintekayo bevumelana nalokho kanye
- (c) nokuphinda kuqhutshekwe nokulawula ukuqulwa kwecala lapho ingxabano idluliselwa ukuyolanyulwa.

#### **71. Izincazelo**

Ngezinhloso zalesi Sahluko—

'isinyathelo' kusho ukuqulwa kwecala okuqalwa ngokukhipha amasamanisi:

'isicelo' kusho ukuqulwa kwecala okuqalwa ngesaziso sesiphakamiso:

'ingxabano' kushiwo indaba yokumangalelana phakathi kwezinhlangothi, noma ingxenye valokho:

'icala lombango' kusho ukuqulwa kwecala enkantolo okuqalwe ngenxa vesinyathelo noma ngenxa vesicelo:

'ukulamula' kusho inqubo yokuzithandela okungenwa kuyo ngokuvemelana phakathi kwabathintekayo engxabanweni, lapho umuntu ongachemi futhi ozimele, umxazululi, esiza abathintekayo ekuxazululeni ingxabano phakathi kwabo, noma ukubona izindaba okungavunyelwana ngazo, noma abheke la bengathobelana khona, noma alethe izindlela ezahlukene zokuxazulula ingxabano, noma ukucacisa okubalulekile, ngokuqondisa izingxoxo phakathi kwezinhlangothi kanye nokubasiza ezingxoxweni zabo ukuxazulula ingxabano.

(1) Kuso sonke isinyathelo esisha noma isicelo, ummangali noma umfakisicelo kufanele, kanye namasamanisi noma amasamanisi ahlanganisiwe noma isaziso sesiphakamiso, anikeze ummangalelwa ngamunye noma umphenduli isaziso esibonisa ukuthi lowommangali noma umfakisicelo uyavumelana noma uyaphikisana nokudluliselwa kwengxabano kumlamuli.

(2) Ummangalelwa noma umphenduli kufanele, lapho eletha isaziso senhloso yokuzivikela noma isaziso senhloso yokuphikisa, noma nganoma isiphi isikhathi ngemva kwalokho, kodwa kungakapheli ukulethwa kwesicelo noma incwadi efungelwe yokuphendula, anikeze ummangali ngamunye noma umfakisicelo noma abameli bommangali noma bomfakisicelo, isaziso esibonisa ukuthi lowo mmangalelwa noma umphenduli uyavumelana noma uyaphikisana nokudluliselwa kwengxabano kumlamuli.

(3) Izaziso okukhulunywe ngazo ezigatshaneni zomthetho woku-(1) nowesi-(2) ziyohambisana kakhulu neFomu 60A kanye neFomu 60B lesiThasiselo 1 futhi zizokhombisa ngokucacile nangokufingqiwe izizathu zenkolelo yalolo hlangothi lokuthi ingxabano izokwazi noma ngeke ikwazi ukuxazululeka.

(4) Ngokuya ngemihlinzeko yomthetho wama-79, izaziso okukhulunywe ngazo kulo mthetho ziyoba ngezohlobo olungachemi futhi angeke zifakwe kumabhalane noma kunobhala wenkantolo.

### **73. Ukudluliselwa ukuyoxazululwa**

(1) Ngaphandle kwemihlinzeko yomthetho wama-72, abathintekayo, nganoma visiphi isikhathi ngaphambi kokuqulwa kwecala, bangavuma ukudlulisela ingxabano yabo kumlamuli: Kuncike ekutheni lapho ukuqulwa kwecala noma isicelo esisiphikiswayo sesigalile, abathintekayo bayoqala bathole imvume enkantolo.

(2) Isikhulu sezomthetho noma inkantolo kunoma yisiphi isigaba ngaphambi kwesinqumo singaphenya futhi sivumele izinhlangothi ukuthi zikucabange ukulamula, lapho okungathi uma izinhlangothi zivumelana, ziyidlulisele ingxabano yazo kumlamuli.

(3) Lapho izinhlangothi zivuma ukudlulisela ingxabano kumlamuli, noma ngemva kokulethwa kwezaziso okukhulunywe ngazo kumthetho wama-72, noma ngokwalo mthetho, izinhlangothi kufanele—

(a) balethe iminithi abalisavine ndawonye eliveza isinqumo sabo sokudlulisela ingxabano kumlamuli: kanye

(b) bangene esivumelwaneni sokulamula, ngaphambi kokugala kwezinqubo zokulamula.

#### **74. Imikhawulo yesikhathi**

(1) Imikhawulo yesikhathi ebekwe yimithetho eSahlukweni soku-1 yokulethwa kwezicelo nezaziso kanye nokufakwa kwezincwadi ezifungelwe noma ukuthatha isinyathelo kwanoma yisiphi isinyathelo kuzo zonke izinhlangothi ekuqulweni kwecala, kusukela ngosuku lokusayinwa kweminithi okukhulunywe ngalo emthethweni wama-73(3)(a), kuze kuphothulwe ukulamula: Kuncike ekutheni noma yiliphi uhlangothi ecaleni elibona ukuthi ukumiswa kwemikhawulo yesikhathi enqunyiwe kusetshenziswe kabi, lingafaka isicelo enkantolo sokuthi kuphakanyiswe ukumiswa imikhawulo yesikhathi enqunyiwe.

(2) Inqubo yokulamula iyophothulwa zingakapheli izinsuku ezingama-30 kusukela osukwini okwasayinwa ngalo iminithi okukhulunywe ngalo kumthetho wama-73(3)(a): Kuncike ekutheni isikhulu sezomthetho noma inkantolo, ngesizathu esiphusile esikhonjiswe yizinhlangothi, ingaselula isikhathi sokuphothulwa kwenqubo yokulamula.

#### **75. Izinhlangothi eziningi nezinkinga**

(1) Lapho kukhona izinhlangothi eziningi ecaleni, ezinye zazo zivumelana nokulamula udaba kanti ezinye ziphikisana nalokho, izinhlangothi ezivumayo ukulamula zingaqhubekela phambili nokulamula naphezu kokwengaba kwanoma yiluphi olunye uhlangothi.

(2) Imikhawulo yesikhathi enqunyelwe ukulethwa kwezikhalazo kanye nezaziso kanye nokufakwa kwezincwadi ezifungelwe noma ukuthathwa kwanoma yisiphi isinyathelo, njenqoba kungunywe yimithetho eSahlukweni soku-1, iyomiswa kuwo wonke amaqembu, kusukela ngosuku lokusayinwa kweminithi okukhulunywe ngakho kumthetho wama-74(1) ngesikhathi sokuphothulwa kokulamula yizinhlangano

ezikhethe ukulamula udaba lwazo: Kuncike ekutheni noma yiliphi uhlangothi ecaleni elibona ukuthi lokho kumiswa kwemikhawulo yesikhathi kusetshenziswe kabi, lingafaka isicelo enkantolo sokuthi kuphakanyiswe ukumiswa imikhawulo yesikhathi enqunyiwe okunjalo.

(3) Kunoma iluphi udaba lapho kunezindaba eziningi, izinhlangothi zingavumelana ukuthi ezinye izindaba ziyiswe kumlamuli nokuthi izindaba ezisele zingaxazululiwe zingaqhubekela enkantolo.

(4) Uma noma yiluphi udaba luhlala luyingxabano ngemva kokulamula, abathintekayo bangaqhubeka nokumangalelana ngalolo daba abaxabana ngalo.

#### **76. Ubumfihlo nokwemukelwa**

Ngaphandle kokuthi kuhlinzekwe ngumthetho noma okutholakala ngokwemithetho eseSahlukweni soku-1 noma njengoba kuvunyelwene phakathi kwezinhlangothi, konke ukuxhumana nokudalula, noma ngomlomo noma ngokubhaliwe, okwenziwa ezinqubweni zokulamula, kuyoba kuyimfihlo futhi kungamukeleki ebufakazini.

#### **77. Ukuphothula ukulamula**

(1) Ngemva kokuphothula ukulamula, izinhlangothi ezibambe iqhaza ekulamuleni kufanele, ngesaziso, zazise umabhalane noma unobhala wenkantolo kanye nazo zonke ezinye izinhlangothi ukuthi ukulamula sekuphothuliwe.

(2) Naphezu kokwehluleka kwezinhlangothi ezibambe iqhaza ekulamuleni ukuhambisa isaziso okukhulunywe ngaso esiqatshaneni somthetho soku-(1), ukumiswa kwemikhawulo yesikhathi okukhulunywe ngayo kumthetho wama-74(1) kuyophelelwa visikhathi, ngaphandle uma isikhulu sezomthetho noma inkantolo, ngemuva kwesicelo, selula noma yisiphi isikhathi esinqunyiwe futhi isaziso salokho sinikezwe bonke abathintekayo ecaleni zingakapheli izinsuku ezinhlanu kusukela ngaleso sikhathi seluliwe.

(3) Ngokuncika kwisigatshana somthetho wama-74(2), ukulamula kuyothathwa ngokuthi kuqediwe zingakapheli izinsuku ezingama-30 kusukela osukwini lokusayinwa kweminithi elihlanganyelwe okukhulunywe ngalo kumthetho wama-73(3) (a), okusukela ngalo usuku ukumiswa kwemikhawulo yesikhathi enqunyelwe ukulethwa kwezicelo nezaziso kanye nokufakwa kwezincwadi ezifungelwe noma ukuthathwa kwanoma yisiphi isinyathelo okukhulunywe ngaso kumthetho wama-74(1) kuzophelelwa visikhathi: Kuncike ekutheni lapho ukulamula sekuphothuliwe ngaphambi kwesikhathi esishiwo ngenhla esiyizinsuku ezingama-30, izinhlangothi ezibambe iqhaza ekulamuleni zizoletsa isaziso, esihlongozwe kwisigatshana somthetho woku-(1), esibonisa ukuthi ukulamula sekuphothuliwe.

(4) Izinhlangothi ezibambe iqhaza ekulamulweni kanye nomlamuli olamulile kufanele, zingakapheli izinsuku ezinhlanu kuphothulwe ukulamula, bakhiphe iminithi elihlanyanyelwe elivezayo—

(a) Ukuthi ingabe kufinyelelwe esivumelwaneni esiqcwele noma ingxenye noma ukulamula akuphumelelanga' futhi

(b) izindaba okwavunyelwana ngazo futhi ezingadingi ukudingidwa enkantolo.

(5) Kuyoba umsebenzi wezinhlangothi zonke ebeziyinxenye yokuxazululwa ukunika umabhalane noma unobhala wenkantolo iminithi okukhulunywe ngalo esiqatshaneni somthetho sesi-(4).

(6) Akukho mnikelo noma ithenda elenziwe ngaphandle kokuchema ngokwalo mthetho elizodalulwa enkantolo ngesikhathi esimisiwe ngaphambi kokuba kukhishwe isinqumo.

(7) Lapho izinhlangothi sezifinyelele esivumelwaneni ezinqubeni zokulamula, imihlinzeko yomthetho wama-27 eSahlukweni soku-1 izosebenza ngokufanele ngokuhambisana nezinguquko.

#### **78. Izindleko zomlamuli**

Ngaphandle uma izinhlangothi zivumelana ngenye indlela, isikweletu semali yomlamuli sizothwalwa ngokulinganayo izinhlangothi zonke ezibambe iqhaza ekulamuleni.

#### **79. Izindleko**

Lapho umyalelo wezindleko zesinyathelo noma isicelo ucutshungulwa, inkantolo inganikeza izaziso okukhulunywe ngazo emithethweni wama-72(1) kanye nowama-72(2) noma kunoma yisiphi isithembiso noma ithenda okukhulunywe ngalo kumthetho wama-77(6), futhi noma yiluphi uhlangothi liyoba nelungelo lokuveza lezo zaziso noma i-offer noma ithenda enkantolo."; futhi

(b) ngokuchithwa kwemithetho 80, 81, 82, 83, 84, 85, 87 and 88.

**Ukuchitshiyelwa kweSithasiselo 1 seMithetho**

3. Ngakho-ke isithasiselo 1 seMithetho siyachitshiyelwa ngokushutheka ngemuva kweFomu 59 lamafomu aqukethwe eSithasiselweni lapha.

**Ukuchithwa kweSithasiselo 3 seMithetho**

4. Isithasiselo 3 seMithetho ngalokhu sichithiwe.

**Ukuqala**

5. LeMithetho iqala ukusebenza ngo **9 uNhlangulana 2023**.

**ISITHASISELO****"INOMBOLO 60A - ISAZISO SESIVUMELWANO NOMA UKUPHIKISANA NOKULAMULA NGOKOMTHEHO WAMA-72(3)****\* Kuzosetshenziswa eNkantolo Yesifunda****ENKANTOLO YEZIMANTSHI ESIFUNDENI SASE-****IBANJELWE E-****Inombolo yecala. \_\_\_\_\_ yango-20****Odabeni oluphakathi kwa:**.....**Ummangali/Umfakisicelo**.....**Ummangalelwa/Umphenduli****Sicela \_\_\_\_\_ uqaphele \_\_\_\_\_ ukuthi \_\_\_\_\_ ummangali/umfakisicelo/ummangalelwa/umphenduli uyavumelana/uyaphikisana nokudluliselwa kwalolu daba ukuyolanyulwa****Ummangali/Umfakisicelo/Ummangalelwa/Umphenduli wenza njalo ngenxa yalezi zizathu ezilandelayo:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Ifakwe usuku e \_\_\_\_\_ mhlaka \_\_\_\_\_ enyangeni ka \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Ummangali/Umfakisicelo/Ummeli  
 Ummangalelwa/Umphenduli/Ummeli  
 Ikheli:

"Ngaphandle kokuchema futhi akufanele ifakwe enkantolo"

**INOMBOLO 60B - ISAZISO SESIVUMELWANO NOMA UKUPHIKISANA NOKULAMULA NGOKOMTHETHO WAMA-72(3)**

**\* Kuzosetshenziswa eNkantolo Yesifunda**

ENKANTOLO YESIFUNDA OPHIKWENI LWESIFUNDA SE-

IBANJELWE E. \_\_\_\_\_ ...Inombolo yecala. \_\_\_\_\_ . yango-20

Odabeni phakathi kwa:

.....Ummangali/Umfakisicelo

.....Ummangalelwa/Umphenduli

Sicela ugqophele ukuthi ummangali/umfakisicelo/ummangalelwa/umphenduli uyavumelana/uyaphikisana nokudluliselwa kwalolu daba ukuyolanyulwa

Ummangali/Umfakisicelo/Ummangalelwa/Umphenduli wenza njalo ngenxa valezi zizathu ezilandelayo:

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ifakwe usuku e \_\_\_\_\_ mhlaka \_\_\_\_\_ enyangeni ka \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Ummangali/Umfakisicelo/Ummeli  
Ummangalelwa/Umphenduli/Ummeli  
Ikheli:

"Ngaphandle kokuchema futhi akufanele ifakwe enkantolo"

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 3372

5 May 2023

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/2/386)**

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

  
**ENOCH GODONGWANA**  
MINISTER OF FINANCE

**SCHEDULE**

By the insertion of the following:

| Rebate Item | Tariff Heading | Rebate Code | CD | Description   | Extent of Rebate                      |
|-------------|----------------|-------------|----|---|---------------------------------------|
| 460.16      | 8415.10.10     | 01.08       | 86 | Air conditioning machines, comprising a motor-driven fan and elements for charging the temperature and humidity, including those machines in which the humidity cannot be separately regulated, of a kind designed to be fixed to a window, wall, ceiling or floor, self-contained or "split-systems" used for buildings, compressor operated, having a rated cooling capacity not exceeding 8,8 kW, at such times, in such quantities and subject to such conditions as the International Trade Administration Commission may allow by specific permit, provided the products are not available in the SACU market | Full duty in Part 1 of Schedule No. 1 |

## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 3372

5 May 2023

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 4 (NO. 4/2/386)

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



**ENOCH GODONGWANA**  
MINISTER VAN FINANSIES

## BYLAE

Deur die invoeging van die volgende:

| Kortingitem | Tariefpos  | Kortingkode | TS | Beskrywing  | Mate van Korting                    |
|-------------|------------|-------------|----|---|-------------------------------------|
| 460.16      | 8415.10.10 | 01.08       | 86 | Lugreëlingsmasjiene, wat bestaan uit 'n motoraangedrewe waaier en elemente om die temperatuur en vogtigheid te verander, met inbegrip van die masjiene waarin die vogtigheid nie afsonderlik gereguleer kan word nie, van 'n soort ontwerp om aan 'n venster, muur, dak of vloer vasgemaak te word, kompleet of "gesplete-stelsel" gebruik vir bouwerk, kompressor aangedrewe, met 'n berekende verkoelingsvermoë van hoogstens 8,8 kW, in dié hoeveelhede, op dié tye en onderhevig aan sodanige voorwaardes wat die Internasionale Handelsadministrasiekommissie by bepaalde permit mag toelaat, met dien verstande dat die produkte nie in die SADU gebied beskikbaar is nie | Volle reg in Deel 1 van Bylae No. 1 |



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