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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

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PART 1 OF 2

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

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Government Printing Works

Notice submission deadlines

Government Printing Works has over the last few months implemented rules for completing and submitting the electronic Adobe Forms when you, the customer, submit your notice request.

In line with these business rules, GPW has revised the notice submission deadlines for all gazettes. Please refer to the GPW website www.gpwonline.co.za to familiarise yourself with the new deadlines.

CANCELLATIONS

Don't forget!

Cancellation of notice submissions are accepted by GPW according to the deadlines stated in the table above. Non-compliance to these deadlines will result in your request being failed. **Please pay special attention to the different deadlines for each gazette.**

Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

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

AMENDMENTS TO NOTICES

take note!

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

CUSTOMER INQUIRIES



Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While GPW deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a **2-working day turnaround time for processing notices** received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

PROOF OF PAYMENTS



GPW reminds you that all notice submissions **MUST** be submitted with an accompanying proof of payment (PoP) or purchase order (PO). If any PoP's or PO's are received without a notice submission, it will be failed and your notice will not be processed.

When submitting your notice request to submit.egazette@gpw.gov.za, please ensure that a purchase order (GPW Account customer) or proof of payment (non-GPW Account customer) is included with your notice submission. All documentation relating to the notice submission must be in a single email.

A reminder that documents must be attached separately in your email to GPW. (In other words, your email should have an Adobe Form plus proof of payment/purchase order – 2 separate attachments – where notice content is applicable, it should also be a 3rd separate attachment).

REMINDER OF THE GPW BUSINESS RULES

- Single notice, single email – with proof of payment or purchase order.
- All documents must be attached separately in your email to GPW.
- 1 notice = 1 form, i.e. each notice must be on a separate form
- Please submit your notice **ONLY ONCE**.
- Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
- The notice information that you send us on the form is what we publish. Please do not put any instructions in the email body.

IMPORTANT NOTICE:

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

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

Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Labour, Department of/ Arbeid, Departement van			
R. 783	Labour Relations Act, 1995: Motor Industry Bargaining Council-MIBCO: Extension to Non-parties of the Consolidated Amending Administrative Collective Agreement	40116	9
R. 784	Labour Relations Act, 1995: Bargaining Council for the Motor Industry-MIBCO: Extension to non-parties of the Autoworkers' Provident Fund Agreement	40116	50
R. 785	Labour Relations Act, 1995: Bargaining Council for the Motor Industry-MIBCO: Extension to Non-parties of the Motor Industry Provident Fund Agreement	40116	74
R. 786	Labour Relations Act, 1995: Motor Industry Bargaining Council-MIBCO: Renewal of period of operation of the Motor Industry Provident Agreement	40116	99
R. 787	Labour Relations Act, 1995: Motor Industry Bargaining Council-MIBCO: Renewal of period of operation of the Administrative Collective Agreement	40116	100
R. 788	Labour Relations Act, 1995: Motor Industry Bargaining Council-MIBCO: Renewal of period of operation of the Autoworkers Provident Agreement	40116	101
R. 789	Labour Relations Act, 1995: Bargaining Council for the Meat Trade, Gauteng: Extension of Amendment of Main Collective Agreement to Non-Parties	40116	102
Trade and Industry, Department of/ Handel en Nywerheid, Departement van			
R. 790	Private Security Industry Regulation Act (56/2001): Amendment to the regulations made under the Private Security Industry Regulations Act	40116	108
R. 791	Private Security Industry Regulations Act (56/2001): Amendment to the Code of Conduct made under the Private Security Industry Regulation, 2001	40116	113
Water and Sanitation, Department of/ Water en Sanitasie, Departement van			
R. 792	Promotion of Access to Information Act (2/2000): Manual	40116	118
R. 792	Die Wet op Bevordering van Toegang tot Inligting (2/2000): Handleiding	40116	143

NOTICE SUBMISSION DEADLINES FOR ORDINARY GAZETTES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 12h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 12h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

GOVERNMENT PRINTING WORKS CONTACT INFORMATION**Physical Address:**

Government Printing Works
149 Bosman Street
Pretoria

Postal Address:

Private Bag X85
Pretoria
0001

GPW Banking Details:

Bank: ABSA Bosman Street
Account No.: 405 7114 016
Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:
For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
E-mail: info.egazette@gpw.gov.za
Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za
Tel: 012-748-6066 / 6060 / 6058
Fax: 012-323-9574

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2016

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1000 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	250.00
Ordinary National, Provincial	2/4 - Half Page	500.00
Ordinary National, Provincial	3/4 - Three Quarter Page	750.00
Ordinary National, Provincial	4/4 - Full Page	1000.00

EXTRA-ORDINARY

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

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3000** per page.

GOVERNMENT PRINTING WORKS BUSINESS RULES

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

1. No hand written notices will be accepted for processing, this includes Adobe forms which have been completed by hand.
2. Notices can only be submitted in Adobe electronic form format, to the email submission address submit.egazette@gpw.gov.za. All notice submissions not on Adobe electronic forms will be rejected.
3. When submitting your notice request, please ensure that a purchase order (GPW Account customer) or proof of payment (non-GPW Account customer) is included with your notice submission. All documentation relating to the notice submission must be in a single email and must be attached separately. (In other words, your email should have an Adobe Form plus proof of payment/purchase order as 2 separate attachments. Where notice content is applicable, it should also be a 3rd separate attachment).
4. Notices brought to GPW by "walk-in" customers on electronic media can only be submitted in Adobe electronic form format.
5. All "walk-in" customers with notices that are not on electronic Adobe forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format. Where a customer walks into GPW with a stack of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.
6. For National or Provincial gazette notices, the following applies:
 - 6.1 These notices must be accompanied by an electronic Z95 or Z95Prov Adobe form
 - 6.2 The notice content (body copy) MUST be a separate attachment.
7. The current cut-off of all Gazette's remains unchanged for all channels. (Refer to the GPW website for submission deadlines – www.gpwonline.co.za)
8. Incorrectly completed forms and notices submitted in the wrong format will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za)
9. All re-submissions will be subject to the standard cut-off times.
10. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
11. The electronic Adobe form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered.
12. Requests for Quotations (RFQs) should be received by the Contact Centre at least 24 hours before the submission deadline for that specific publication.

APPROVAL OF NOTICES

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

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

The Government Printer indemnified against liability

14. The Government Printer will assume no liability in respect of—
 - 14.1 any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

- 14.2 erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
- 14.3 any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

COPY

16. Copy of notices must be submitted using the relevant Adobe PDF form for the type of notice to be placed and may not constitute part of any covering letter or document.
17. Where the copy is part of a separate attachment document for **Z95**, **Z95Prov** and **TForm03**
- 17.1 Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 17.2 The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

PAYMENT OF COST

18. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
19. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
20. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, Government Printing Works, PrivateBag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
21. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the Government Printing Works banking account.
22. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.
23. The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

24. Copies of the Government Gazette which may be required as proof of publication, may be ordered from the Government Printer at the ruling price. The Government Printer will assume no liability for any failure to post such Government Gazette(s) or for any delay in despatching it them

IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
**GOVERNMENT NOTICES, GENERAL NOTICES,
 REGULATION NOTICES AND PROCLAMATIONS** 2016

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

- 16 March, Wednesday for the issue of Thursday 24 March 2016
- 23 March, Wednesday for the issue of Friday 1 April 2016
- 21 April, Thursday for the issue of Friday 29 April 2016
- 28 April, Thursday for the issue of Friday 6 May 2016
- 9 June, Thursday for the issue of Friday 17 June 2016
- 4 August, Thursday for the issue of Friday 12 August 2016
- 8 December, Thursday for the issue of Thursday 15 December 2016
- 22 December, Thursday for the issue of Friday 30 December 2016
- 29 December, Thursday for the issue of Friday 6 January 2017

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
**GOEWERMENTS-, ALGEMENE- & REGULASIE-
 KENNISGEWINGS ASOOK PROKLAMASIES** 2016

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- 16 Maart, Woensdag vir die uitgawe van Donderdag 24 April 2016
- 23 Maart, Woensdag vir die uitgawe van Vrydag 1 April 2016
- 21 April, Donderdag vir die uitgawe van Vrydag 29 April 2016
- 28 April, Donderdag vir die uitgawe van Vrydag 6 Mei 2016
- 9 Junie, Donderdag vir die uitgawe van Vrydag 17 Junie 2016
- 4 Augustus, Donderdag vir die uitgawe van Vrydag 12 Augustus 2016
- 8 Desember, Donderdag vir die uitgawe van Donderdag 15 Desember 2016
- 22 Desember, Donderdag vir die uitgawe van Vrydag 30 Desember 2016
- 29 Desember, Donderdag vir die uitgawe van Vrydag 6 Januarie 2017

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS


DEPARTMENT OF LABOUR

NO. R. 783

01 JULY 2016

LABOUR RELATIONS ACT, 1995**MOTOR INDUSTRY BARGAINING COUNCIL -MIBCO: EXTENSION TO
NON-PARTIES OF THE CONSOLIDATED AMENDING ADMINISTRATIVE
COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the publication of this Notice and for the period ending 31 August 2016.


MINISTER OF LABOUR
14/06/2016

UMNYANGO WEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI
NABASEBENZI SOKUPHATHA ESIHLANGANISA KONKE NESICHIBIYELAYO
SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasezayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokukhishwa kalesiSaziso kuze kube mhlaka 31 kuNcwaba 2016.


UNGQONGQOSHE/WEZABASEBENZI

14/06/2016

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO****ADMINISTRATIVE COLLECTIVE AGREEMENT**

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

Retail Motor Industry Organisation – RMI

and

Fuel Retailers' Association of Southern Africa -

and

National Employers' Association of South Africa - NEASA

(hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and:

National Union of Metalworkers of South Africa - NUMSA

and

Motor Industry Staff Association - MISA

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

being parties to the Motor Industry Bargaining Council – MIBCO,

CLAUSE 1 - SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed -
- (a) in the Motor Industry by all employers and employees in the registered scope of the council
 - (b) in the Republic of South Africa excluding that portion of the Magisterial District of Somerset West, occupied by the Cape Explosives Works Ltd
 - (c) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall apply to -
- (a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998; and
 - (b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.
- (3) The provisions of Clauses 1(1)(c), 2, 5(1)(d), 6(2), 7(1), 12, 13, and 16 of this Agreement shall not apply to employers and employees who are not members of the employers' organizations and trade unions who entered into this agreement.

CLAUSE 2 - PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in operation for the period ending 31 August 2016.

CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement that are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context -

- (1) **`Act'** means the Labour Relations Act, 1995 (Act 66 of 1995) and as amended from time to time ;
- (2) **`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 that Act as well as a learner in terms of Chapter IV of the Skills Development Act, 97 of 1998;
- (3) **`Area A (EC)'** means the Magisterial District of East London, the municipal areas of Dispatch, Port Elizabeth and Uitenhage;
- (4) **`Area B (EC)'** means the Magisterial Districts of Aberdeen, Adelaide, Albany, Albert, Alexandria, Aliwal North, Barkly East, Bathurst, Bedford, Calitdorp, Cathcart, Colesberg, Cradock, Elliot, Fort Beaufort, George, Graaff-Reinet,

Hankey, Hanover, Hofmeyr, Humansdorp, Indwe, Jansenville, Joubertina, King William's Town, Kirkwood, Knysna, Komga, Lady Grey, Maclear, Middelburg (C.P.), Molteno, Mosselbay, Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth (excluding the municipal area of Port Elizabeth), Queenstown, Somerset East, Sterkstroom, Steynsburg, Steytleville, Stockenström, Stutterheim, Tarka Uitenhage (excluding the municipal area of Uitenhage), Uniondale, Verterstad, Willowmore and Wodehouse;

- (5) **'Area A (KZNL)'** means the Magisterial Districts of Chatsworth, Durban, Pietermaritzburg and Pinetown and the municipal areas of Ladysmith, Newcastle and Umhlanga Rocks;
- (6) **'Area B (KZNL)'** means the districts and areas in the Province of Kwazulu Natal not referred to in Area A (KZNL), and the Magisterial District of Mount Currie;
- (7) **'Area A (FS & NC)'** means the Magisterial District of Bloemfontein and the municipal areas of Kimberley, Sasolburg and Welkom
- (8) **'Area B (FS & NC)'** means the Province of the Free State, excluding those districts and areas referred to in Area A (FS & NC), and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Phillipstown, Postmasburg, Prieska, Upington, Vryburg and Warrenton [but excluding those municipal areas included in Area A (FS & NC);
- (9) **'Area A (Highveld)'** means the Magisterial Districts of Oberholzer, Randfontein and Westonaria, and the municipal areas of, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel,

Potchefstroom, Randburg, Roodepoort-Maraisburg, Sandton, Springs, Vanderbijlpark and Vereeniging;

- (10) **'Area B (Highveld)'** means the Magisterial Districts of Amersfoort, Amsterdam, Balfour, Bethal, Bloemhof, Breyten, Christiana, Coligny, Davel, Delareyville, Delmas, Ermelo, Fochville, Heidelberg, Lichtenburg, Nigel, Orkney, Ottosdal, Piet Retief, Pongola, Schweizer Reneke, Standerton, Stilfontein, Volksrust, Wolmaransstad, Wakkerstroom, and the municipal areas of Amalia, Armadene, Bank, Biesiesvlei, Bosfontein, Claudina, Chrissiesmeer, Dasville, De Deur, Devon, Ebner-on-Vaal, Eendracht, Eikenhof, Eloff, Evander, Evaton, Glenharvie, Gollel, Grasmere, Greylingstad, Grootvlei, Hartebeesfontein, Hekpoort, Holmdene, Kinross, Klipdrift, Kliprivier, Klipvalley, Leeudoringstad, Leslie, Lothair, Magaliesberg, Makokskraal, Makwassi, Migdol, Moolman, Moosrivier, Morgenzon, Muldersdrift, Paardekraal, Perdekop, Plat Rand, Redan, Residensia, Rykaartspas, Sannieshof, Sibasa, Sundra, Sebokeng, Trichardt, Val, Van Wyksrust, Venterspost, Vermaas, Welbekend, Welverdiend, Walkerville, Zuurbekom, but excluding those Districts and Areas referred to in Area A (Highveld);
- (11) **'Area A (Northern Region)'** means the municipal areas of Akasia, Middelburg (Mpumalanga), Nelspruit, Pietersburg, Potgietersrus, Pretoria, Rustenburg, Centurion and Witbank;
- (12) **'Area B (Northern Region)'** means the Magisterial Districts of Barberton, Belfast, Brits, Bronkhorstspuit, Carolina, Cullinan, Eerstehoek/Badplaas, Ellisras, Groblersdal, Koster, Letaba (includes Tzaneen), Lydenburg, Marico (includes Zeerust), Messina, Moutse, Phalaborwa, Pilgrims Rest (includes Graskop and Sabie), Sibasa, Soshanguve, Soutpansberg (includes Louis Trichardt), Swaruggens, Thabazimbi, Warmbaths, Waterval Boven, White River and Waterberg (includes Nylstroom), but excluding those Districts and Areas referred

to in Area A (Northern Region) and the Areas as it existed prior to the proclamation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993).

- (13) **'Area A (WP)'** means the Magisterial Districts of Bellville, Goodwood, Kuils River, Simon's Town, The Cape and Wynberg, and the municipal areas of Paarl, Somerset West, Stellenbosch and Strand;
- (14) **'Area B (WP)'** means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (C.P.), Hermanus, Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Alfred, Riversdale, Robertson, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston and Worcester, but excluding those municipal areas referred to in Area A (WP);
- (15) **'B/A journeyman'** 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 journeyman 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 center.];

- (16) '**Council**' means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act;
- (17) '**Establishment**' means any premises or part thereof in or on which the Industry, or any part thereof, as defined in this Agreement, is carried on;
- (18) '**Independent Board**' means the Board established by the Council in terms of section 32 of the Act, 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;
- (19) '**Journeyman**' means a person who performs journeyman's work and who -
- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or
 - (b) is in possession of a Grade A membership card issued by MISA or National Union of Metalworkers of South Africa; or
 - (c) is in possession of a certificate issued to him in terms of the Manpower

Training Act, 1981; or

- (d) is in possession of an identity card issued by the Regional Council;
- (20) **‘Main Agreement’** means the Agreement in which wages and other conditions of service are prescribed for employees in the Motor Industry, as published in terms of section 32 of the Act;
- (21) **“Motor Industry” or “Industry”**, without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 62 of the Labour Relations Act, 1995, includes –
- (a) assembling, erecting, testing, re-manufacturing, repairing, installing, adjusting, overhauling, wiring, , upholstering, spraying, painting and/or reconditioning carried on in connection with -
 - (i) chassis and/or bodies of motor vehicles;
 - (ii) internal combustion engines and transmission components of motor vehicles;
 - (iii) all electrical and electronic equipment and/or devices mainly or exclusively connected with motor vehicles;
 - (b) automotive engineering;
 - (c) auto valet establishments;
 - (d) repairing, vulcanising and/or retreading tyres;

- (e) repairing, servicing and/or reconditioning batteries for motor vehicles;
- (f) the business of parking and/or storing motor vehicles;
- (g) the business conducted by filling and/or service stations including ancillary activities forming part of a filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages to customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea room and catering environment.
- (h) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises that are attached to a portion of an establishment wherein is conducted the assembly of or repair of motor vehicles is carried out;;
- (i) the business of motor graveyards;
- (j) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
- (k) motor vehicle body building;
- (l) the sale of tractors, agricultural and irrigational equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of:
 - (i) agricultural and irrigational equipment; and
 - (ii) tractors, except when undertaken by establishments substantially

engaged in the sale and/or repair of other motor vehicles.

For the purposes of this definition -

“Automotive engineering” means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishments are engaged in the dismantling and repair of motor vehicles or not;

“Auto valet establishment” means an establishment associated with filling and/or service stations forming part of the same enterprise within the Motor Industry wherein the under mentioned activities pertaining to motor vehicles in or on the premises of such establishment are carried out:

- (a) Steam cleaning of chassis/or engines;
- (b) Washing and/or polishing of the exterior/body;
- (c) Vacuuming and/or cleaning of upholstery and/or interior;
- (d) Painting and/or polishing of tyres; and
- (e) Driving and/or parking of vehicles on premises of a valet establishment.

“Motor vehicle” means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans and shall not include any equipment designed to run on fixed tracks, or aircraft.

“Motor vehicle body building” means any or all of the following activities carried on in a motor vehicle body building establishment, but shall not include motor vehicle body building done by assembly establishments incidentally to the

assembling of motor vehicles:

- (a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
- (b) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, or bodies or on the superstructure of vehicles;
- (c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of motor vehicle;
- (d) coating and/or decoration of cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or any superstructure;
- (f) building of trailers, but not including the manufacture of wheels or axles therefore; and;
- (g) all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f) above.

For the purposes of this definition, 'vehicle' does not include an aircraft

Exclusions

"Industry" as defined above shall not include the following:

- (a) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale, or

the sale of motor spare parts and accessories by assembly establishments from such establishments;

- (b) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks
- (c) the manufacturing and/or maintenance and/or repair of -
 - (i) civil and mechanical engineering equipment, and/or parts thereof, whether or not mounted on wheels;
 - (ii) agricultural equipment or parts thereof; or
 - (iii) equipment designed for use in factories and/or workshops:

Provided that for the purposes of subparagraphs (a), (b) and (c), above, 'equipment' shall not be taken to mean motor cars, motor lorries and/or motor trucks;

- (iv) motor vehicle or other vehicle bodies and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker, when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale; and
- (d) assembly establishments which shall mean establishments wherein motor vehicles are assembled from new components on an assembly line and includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but shall not include

motor vehicle body building, except in so far as it is carried on incidentally to the assembly of motor vehicles, other than caravans and trailers.

- (22) **'Region EC'** means those areas defined as 'Area A (EC)' and 'Area B (EC);
- (23) **'Region KZNL'** means the Province of Natal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) and the Magisterial District of Mount Currie;
- (24) **'Region FS & NC'** means those areas defined as 'Area A (FS & NC)' and 'Area B (FS & NC);
- (25) **'Region Highveld'** means those areas defined as 'Area A (Highveld)' and 'Area B (Highveld);
- (26) **'Region Northern'** means those areas defined as 'Area A (Northern Region)' and 'Area B (Northern Region);
- (27) **'Region WP'** means those areas defined in 'Area A (WP)' and 'Area B (WP);
- (28) **'Regional Council'** means a committee appointed as such by the Council in terms of its Constitution;
- (29) **'Week'** means -
- (a) for the purposes of clause 11 (Returns to the Council) of this Agreement, a period of seven consecutive days commencing at midnight on a Sunday;
 - (b) for the purposes of the remaining clauses of this Agreement, a period of seven consecutive days.

CLAUSE 4 - EXEMPTIONS

- (1) Exemption from any of the provisions of any of the Council's Agreements 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 may be, shall 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 may be, shall issue to every person granted exemption, a license signed by him setting out -
 - (a) the name of the person concerned;
 - (b) the provisions of this Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which the exemption shall be valid.
- (5) In respect of establishments registered under Chapters II or III of this Agreement, the following exemptions procedure applies:
 - (a) An employer that applies for an exemption in order to pay a lesser wage

increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.

- (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.
- (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
- (d) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (5)(a) of this clause.
- (e) Any application for exemption made to the Council or Regional Council, as the case may be, shall be considered in accordance with the following exemption criteria:
 - (i) the written substantiation and motivation submitted by the applicant;
 - (ii) 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;
 - (iii) the scope of exemption required;
 - (iv) the infringement of basic conditions of employment rights;
 - (v) the fact that a competitive advantage is not created by the

exemption;

- (vi) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (vii) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
 - (viii) any existing special economic or other circumstances which warrant the granting of the exemption;
 - (ix) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
 - (x) any recommendation from the Council.
- (f) 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) The Secretary of the Regional Council or the Secretary of the Council, as the case may be, shall -
- (a) number consecutively all licenses issued;
 - (b) retain a copy of each licenses issued; and
 - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.

- (7) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a license, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub clauses (5) and (6) above.

CLAUSE 5 - DEDUCTIONS FROM EARNINGS

- (1) Unless otherwise provided for in this Agreement or the Main Agreement, no deductions or set-off of any description, shall be made from the earnings that an employee would normally be entitled to receive other than the following:
- (a) Deductions made with the written consent of the employee and of the Regional Council or the Council for –
- (i) holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council, and where an employee through negotiations between himself and his employer agrees on the amount to be paid by the employee to accept board and/or lodging from his employer;
 - (ii) tea, sports or similar clubs;
 - (iii) purchases by employees from their employers;
 - (iv) traffic fines in cases where the guilty person(s) have been identified beyond doubt; provided that in the event of an employee being required to drive an un-roadworthy or unlicensed vehicle, such fines shall be excluded;

Provided that in the case of Division B employees who are in receipt of remuneration, excluding commission on sales, in excess of R91 341 per annum in Area A and R77 589 in other areas, the deduction enumerated in subparagraphs (i) and (ii), together with other similar deductions, may be made subject to the written consent of the employee only: Provided further that such deductions are not in conflict with any contract on commission work that exist between the employer and employee.

- (b) Contributions to Council funds in terms of clause 11 of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council.
- (c) Any amount paid by an employer compelled by law, ordinance, or legal process to make payment on behalf of an employee.
- (d) Subscriptions to MISA and National Union of Metalworkers of South Africa, in terms of clause 12 of this Agreement, or to such other registered trade union as may be approved by a Regional Council or the Council.
- (e) Amounts an employer in terms of regulations published under the Manpower Training Act, 1981, is entitled to recover from an apprentice who has deserted or has been expelled from an apprenticeship training hostel.
- (f) Any amount an employer deducts to pay a financial institution approved by the Council in respect of a housing loan for which any of the Pension or Provident Funds administered by the Council provide collateral security.

An employer who has made a deduction in terms of this sub-clause shall pay the amount deducted to the Secretary of the Regional Council concerned by not later than the 10th day of the month following that during which the deduction was

made, or in the case of sub-clause (f) to the appropriate person or authority in terms of any law, ordinance or legal process or to the approved financial institution referred to in that sub-clause: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings including deductions for the payment of housing loans, and provided further that statutory deductions will not form part of this limitation.

- (2) Should any amount due in terms of this clause not be received by the Council by the 15th 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 at the rate prescribed in terms of clause 21 of this Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 6 - ADMINISTRATION OF AGREEMENT

- (1) The Motor Industry Bargaining Council - MIBCO, registered in terms of section 29 of the Act, hereinafter referred to as the "Council", shall be the body responsible for the administration, interpretation, implementation and enforcement of any provision of this Agreement, the Main Agreement or any other collective Agreements entered into by the parties to the Council.
- (2) The Council may, in terms of its Constitution, appoint Regional Councils for such Regions as it may establish from time to time.

CLAUSE 7 - AGENTS

- (1) 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,
- (2) The Council in terms of section 33 of the Act requests the Minister of Labour to appoint any person as a designated agent of the council.
- (3) It shall be the duty of every employer and every employee to permit such designated agents to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

CLAUSE 8 - REGISTRATION OF EMPLOYERS

- (1) Every employer, unless he has already done so, shall in respect of each place at which he carries on business, complete a statement in the form of Annexure A to this Agreement and lodge such statement with the secretary of the Regional Council within whose area of jurisdiction such place of business is situated, not later than 30 days after the date -
 - (a) on which this Agreement comes into operation in the case of any place(s) of business which he is operating at that date; or
 - (b) of the commencement of business at any such place.
- (2) Every employer shall, within one month after such change, notify the secretary of the Regional Council concerned of any change in -

- (a) the ownership; and/or
- (b) the name; and/or
- (c) the address; and/or
- (d) the partners, directors, members or managers, of the business.

CLAUSE 9 - EXHIBITION OF AGREEMENT AND POSTING OF NOTICES

- (1) Every employer upon whom this Agreement is binding must -
 - (a) keep a copy of the Collective Agreement available in the workplace at all times;
 - (b) make that copy available for inspection by any employee; and
 - (c) give a copy of the collective agreement -
 - (i) free of charge, on request, to an employee who is a trade union representative.
 - (d) affix and keep affixed in some conspicuous and readily accessible place upon his premises the undermentioned documents, which must be printed in legible characters in two official languages of the Republic of South Africa:
 - (i) a notice in the form specified by the Council, specifying the day of the week or month, as the case may be, and the time and place at which wages will ordinarily be paid each week or month, as the case may be;
 - (ii) a notice containing the official address of the Provincial Director, of the Department of Labour and of the secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business;

- (iii) a notice containing the starting and finishing times of each shift, in the case of filling and/or service stations where forecourt attendants are employed on a shift system.

CLAUSE 10 - RECORDS TO BE KEPT BY EMPLOYERS

(1) ***Hours and wages record:***

- (a) Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times and in the form prescribed by the regulations under the Act, an up to date record of the earnings paid to and the time worked by each of his employees. All entries shall be in ink.
- (b) Every employer shall retain the completed record referred to in paragraph (a) of this sub clause for a period of three years subsequent to the date of any entry therein.
- (c) Every employer shall upon the commencement of employment of every employee enter into the record referred to in paragraph (a) of this sub clause:
 - (i) the name of the employee, identity number/passport or permit number;
 - (ii) the class of his employment; and
 - (iii) the date of commencement of his employment.

- (2) ***Attendance record:*** Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic

Conditions of Employment Act, 1997, in which any employee who wishes to do so may, and every employee whose employer requires him to do so, shall record his correct times of arrival at and departure from work.

CLAUSE 11 - RETURNS TO THE COUNCIL

- (1) Every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, the levies specified in sub clause (5) of this clause.
- (2) Every employer shall contribute and add to the levies deducted in terms of sub clause (1) levies of an equal amount.
- (3) The total amount of levies deducted from the earnings of employees and contributed by employers in terms of sub clauses (1) and (2) of this clause, respectively, shall be paid each month to the secretary of the Regional Council within whose area of jurisdiction the employer's establishment is situated and shall be accompanied by a written statement containing the following details:
 - (a) The total number of watchmen, Grade 1 and Grade 2 employees employed and the total amount of levies remitted in respect of such employees; and
 - (b) in respect of all other employees, including apprentices -
 - (i) the family name, initials, identity number/passport or permit number/sex, date of birth, occupation and identity number of non-trade union journeymen;
 - (ii) the amount of the levy remitted in respect of each employee;

- (iii) the date on which service began or the date on which service ended, in the case of employees whose employment began or ended since the details were last submitted.

[**Note:** Journeymen in non-party establishments shall be given numbered identity cards by the Council, and the trade union numbers must be inserted on monthly returns in terms of clause 12(1)(a) of this Agreement.]

- (4) Every employer shall pay the total amount of the levies payable and render the statement of details required each month in terms of sub clause (3) of this clause to the secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the levies and details relate.

[Note:

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

Region EC: PO Box 7270, Port Elizabeth, 6055;

Region KZNL: PO Box 17263, Congella, 4013;

Region FS & NC: PO Box 22887, Bloemfontein, 9300;

Region Highveld: PO Box 2578, Randburg, 2125;

Region Northern: PO Box 13970, Hatfield, 0028;

Region WP: PO Box 17, Bellville, 7535.

- (b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the secretary of the Regional Council concerned.]
- (5) The contributions in terms of sub clause (1), shall be at the rate of R2.65, per week per employee (irrespective of weekly wage) in all Regions:

Provided that -

- (i) where an employee receives wages for less than 23 hours, or has worked for less than 23 hours in a particular week, no contributions shall be payable by or in respect of him for that week;
 - (ii) before an employee proceeds on annual leave, contributions due in respect of the period during which he is to be on leave shall be deducted.
- (6) Should any amount due in terms of this clause not be received by the Council by the 15th 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 at the rate prescribed in clause 21 of this Agreement from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 12 - SUBSCRIPTIONS TO THE TRADE UNIONS AND EMPLOYERS' ORGANISATIONS

- (1) (a) Every employer who is a member of the employers' organisations shall deduct from the wages of each of his employees concerned who are members of any of the Trade Unions that are Party to the Council, the amount of the subscription payable by such employees to the trade unions and shall pay to the secretary of the Regional Council having jurisdiction in the area concerned, the amount thus deducted and render a written statement containing the following details in respect of each employee from whose wages subscriptions have been deducted:

- (i) The family name, initials, identity number, passport number;
 - (ii) the trade union membership number;
 - (iii) the amount deducted; and
 - (iv) the period in respect of which subscriptions were deducted.
- (b) An employer who has been notified in writing by a Regional Council that one or more of his employees is in arrears with the subscriptions or entrance fees shall deduct such arrears up to an amount not exceeding R4 per employee per week from remuneration due to such employee, and shall forthwith remit any amounts so deducted to the Regional Council concerned.
- (c) Every employer shall pay the subscriptions deducted and render the statement required in terms of paragraph (a) to the secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the subscriptions relate.

[Note: Forms prepared specifically for the inclusion of the details required by this sub clause are obtainable on application from the secretary of the Regional Council concerned.]

- (2) Every employer who is a member of the employers' organisations shall not later than the 10th day of each month forward to the secretary of the Regional Council concerned one twelfth of his annual subscriptions payable to the relevant employers' organisation, should such subscriptions not already have been paid direct to the said organisation.
- (3) Subscriptions received by the Council in accordance with the provisions of sub clauses (1) and (2) of this clause on behalf of the employers' organisations and the

trade unions shall be paid to the organisation or the trade union in question by not later than the 10th day of the month following that during which the subscriptions were received.

- (4) Should any amount due in terms of this clause not be received by the Council by the 15th 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 at the rate prescribed in clause 21 of this Agreement from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 13 - EMPLOYEES' REPRESENTATIVES ON THE COUNCIL

- (1) Employees' representatives on the Council or any Regional Council shall be given every reasonable facility by their employers to attend their duties in connection with meetings of such Councils.

CLAUSE 14 - PROHIBITION OF CESSION OF BENEFITS

- (1) No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or be recognised by the Council or his employer unless such cession is in respect of moneys advanced by the Contingency Reserve provided for by clause 16 of this Agreement.

CLAUSE 15 - PRESUMPTIONS

- (1) An employee shall be deemed to be working in the employ of an employer, in

addition to any period during which he is actually so working, during -

- (a) any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- (b) any other period during which he is present at or in any such establishment;
- (c) any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;
- (d) the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (e) the whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of clause 10 of this Agreement:

Provided that, if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in paragraphs (b), (c), (d) or (e), the presumption established by this clause shall not apply in respect of such employee with reference to that part of such period.

CLAUSE 16 - CONTINGENCY RESERVE

- (1) Leave pay, holiday bonus and additional holiday pay in the possession of the Council from employees who are members of the respective party trade unions and unclaimed by the beneficiaries after the expiration of three years from the date of receipt shall be paid -
 - (a) to Contingency Reserve A where the beneficiary is a a member of the Motor Industry Staff Association (MISA); and

- (b) to Contingency Reserve C, where the beneficiary is a member of the National Union of Metalworkers of South Africa.
- (1) Contingency Reserves A and 'C' (hereinafter referred to as the 'Reserves') shall be utilised for the benefit of employees who are members of the respective party trade union : Provided that -
- (i) any such leave pay or additional holiday pay or part thereof as the Council may regard as being in excess of what is required to finance the Reserves shall be forfeited to the Council;
 - (ii) any leave pay or additional holiday pay that has been forfeited to the Council or paid to the Reserves in terms of this sub clause, and that is subsequently claimed by the beneficiary, may be paid out at the discretion of the Council;
 - (iii) subject to proviso (ii), any money forfeited to the Council shall, in the case of a beneficiary who was a member of either Motor Industry Staff Association (MISA) or National Union of Metalworkers of South Africa, be credited separately in the books of account of the Council in accounts to be styled the "A" Contingency Account or "C" Contingency Account respectively.
- (2) The Reserves shall be administered by the Council in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Director-General of Labour.

- (4) In the event of the dissolution of the Council, any moneys standing to the credit of the Reserves shall at the time of such dissolution be deemed to constitute part of the Council's cash assets and shall be dealt with accordingly: Provided that in the case of Contingency Reserve A such moneys shall be paid into any Benefit Fund established on behalf of the Motor Industry Staff Association (MISA) in terms of Clause 4 of its Constitution and approved by the Registrar of Labour Relations.
- (5) Subject to the provisions of sub clause (4) of this clause, in the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Reserves shall continue to be administered in terms of sub clause (3): Provided that if another agreement for the industry is not negotiated within a period of two years after such expiration or cessation, any moneys standing to the credit of the Reserves shall be forfeited to the Council.
- (6) The cost of administering the Reserves referred to in this clause and the special Leave Pay Account referred to elsewhere in this Agreement shall be borne by the Council, which may at its discretion invest any of the funds on hand with an approved bank and/or building society, and any interest accruing from such investment shall be retained by the Council to defray costs of administration of the Reserves and of the said Special Leave Pay Account.”

**CLAUSE 17 - WAGES FOR TRAINEES AND/OR APPRENTICES TRAINING
AT THE TRAINING CENTRE FOR ARTISANS, BELLVILLE**

- (1) Any motor and diesel trainee and/or apprentice receiving training at the Training Centre for Artisans at Bellville who, for purposes of obtaining the required workshop experience is placed with an employer in the Motor Industry for a period

of six months during the third year of training shall, during such period of six months, be paid a wage of not less than that prescribed for a third-year apprentice in the Motor Industry.

CLAUSE 18 - DISHONOURED CHEQUES

- (1) 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 honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to the interest as determined by the Council from time to time of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

CLAUSE 19 - REVISION OF WAGES

The wages prescribed for the Motor Industry shall be negotiable by the employers' organisation and the trade unions on a yearly basis.

CLAUSE 20 - LEGAL COSTS

- (1) For purposes of this clause "money" means any amount of money and includes money that an employer has to deduct or has deducted from moneys due to an employee by virtue of any obligation, but not paid over to the Council.
- (2) When the Council instructs an attorney to collect money from an employer, the employer shall be liable to the Council for all the legal costs incurred by the Council in the recovery of the amount due including costs on the attorney and own client scale irrespective of whether the Council instituted civil proceedings or arbitration

proceedings or whether those proceedings have commenced or not.

- (3) When the Council instructs a natural or legal person other than an attorney to collect money, then the employer shall be liable for the costs and fees determined by the Council to be the costs and fees payable by the Council to such person in the recovery of the amount due by the employer.

CLAUSE 21 - INTEREST CLAUSE

Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, interest shall be payable monthly on such amount or on any such lesser amount as may remain unpaid, calculated from the due date at the interest rate of 1,5 per cent to 2 per cent or part thereof.

CLAUSE 22 - 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 appeals criteria set out in clause 22(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 appeal 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) **Appeal 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 23 - RESOLUTION OF DISPUTES

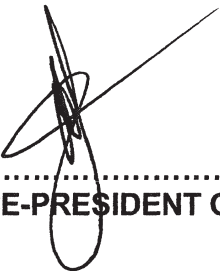
- (1) For the purpose of this Agreement, “dispute” means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision shall not apply when the Council makes use of the procedure set out in sub clause (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, such dispute shall be referred to 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 costs in terms of section 138 (10) of the 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’ rights of review to the Labour Court.

- (6) Any other dispute shall have the same meaning as defined in the Act and shall be dealt with in terms of section 51 of the Act.

Signed at Randburg, on behalf of the parties, this 22 February 2016.


..... B. CELE

PRESIDENT OF THE COUNCIL


..... M.C. LAMPRECHT
VICE-PRESIDENT OF THE COUNCIL


..... B.C. MKHWANAZI
GENERAL SECRETARY OF THE COUNCIL

THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

ANNEXURE A

[Specified in clause 8(1) of this Agreement]

Date:

The Regional Secretary
The Motor Industry Bargaining Council - MIBCO
Regional Council
P O Box
.....

Dear Sir

REGISTRATION AS EMPLOYER IN THE MOTOR INDUSTRY

In accordance with clause 8(1) I hereby furnish the following particulars in connection with this business:

- 1. Name under which business is carried on
- 2. Address at which business if carried on
- 3. Telephone No.
Fax No.
E-Mail Address:
Cell Phone No.

4. Address of head office (where applicable)
5. Nature of business
6. Date on which trading commenced
76. Names and addresses of:
Proprietor
or Partners
or Directors
or Members
Manager and/or Secretary
- (Where any of these persons are actively engaged in the business, the nature of their duties must be shown in parentheses alongside their respective names)
7. Particulars of employees (include identity numbers/passport/permit numbers):
Number of journeymen
Number of apprentices
Number of clerical and sales persons
Number of general workers
Number of employees
8. Name of employer's organisation of which I am a member

Yours faithfully

.....

DEPARTMENT OF LABOUR


NO. R. 784

01 JULY 2016

LABOUR RELATIONS ACT, 1995


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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with sections 32(5) and 32(8) 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**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2019.


MINISTER OF LABOUR
14/06/2016

UMNYANGO WEZABASEBENZI**UMTHETHO WEZOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI
NABASEBENZI SE AUTO WORKERS PROVIDENT FUND SELULELWA KULABO
ABANGEYONA INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasezayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kawlesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2019.


UNGQONGQOSHE WEZABASEBENZI
14/06/2016

MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO

**AUTO WORKERS' PROVIDENT FUND
COLLECTIVE AGREEMENT**

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

Retail Motor Industry Organisation – RMI

and the

Fuel Retailers' Association of Southern Africa

and the

National Employers Association of South Africa – NEASA

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

National Union of Metalworkers of South Africa - NUMSA

and

Motor Industry Staff Association - MISA

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

CLAUSE 1 - PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2019.

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

- (1) Subject to the provisions of sub clause (2) of this clause, the terms of this Agreement shall be observed -
 - (a) in the Motor Industry in the Republic of South Africa;
 - (b) by all employees in grades 1 to 6 in the Motor Industry and by their employers in the Motor Industry.
- (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;
 - (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.

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 -

- (1) **'Act'** means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.
- (2) **'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;
- (3) **'Company'** means the Motor Industry Fund Administrators (Pty) Ltd;
- (4) **'Council'** means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act;
- (5) **"Division B employees"** means those employees as defined in the Main Agreement from time to time.
- (6) **'Establishment'** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted;
- (7) **'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;

- (8) **'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 dependants of such employees on the death of such employees;
- (9) **"Grades 1 to 6 employees"** means those employees as defined in the Main Agreement from time to time.
- (10) **'Journeyman'** means an employee who is validly in possession of either a Grade CA or Grade CAE membership card issued to him on or after 1 January 1984 by either the Motor Industry Combined Workers' Union or the National Union of Metalworkers of South Africa, or MISA/SAMU or any one of the organisations that preceded the amalgamation of the Motor Industry Staff Association and the South African Motor Union;
- (11) **'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;
- (12) **'Motor Industry'** or **'Industry'** means the Motor Industry as defined in the Main Agreement from time to time;
- (13) **'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 R9 000 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;

- (14) **“Region EC”** means those areas defined as “Area A (EC)” and “Area B (EC)” in the Main Agreement;
- (15) **“Region KZNL”** means those areas as defined in “Area A (KZNTL)” and “Area B (KZNL)” in the Main Agreement;
- (16) **“Region FS & NC”** means those areas defined as “Area A (FS & NC)” and “Area B (FS & NC)” in the Main Agreement;
- (17) **“Region Highveld”** means those areas defined as “Area A (Highveld)” and “Area B (Highveld)” in the Main Agreement;
- (18) **‘Region Northern’** means those areas defined as “Area A (Northern)” and “Area B (Northern)” in the Main Agreement;
- (19) **“Region WP”** means those areas defined as “Area A (WP)” and “Area B (WP)” in the Main Agreement;
- (20) **“Regional Council”** means a committee appointed as such by the Council in terms of its constitution for any region defined herein;
- (21) **“Retirement age”** means 65 years;
- (22) **“Voluntary member”** means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement;
- (23) **“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 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) Every employer shall pay the total amount of the contributions payable by him and his employees and render the statement of details in terms of sub clause (4) of the Secretary of the Regional Council concerned by not later than the 10th day of the month immediately following that to which the contributions and details relate.

Note:

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

For Region EC: P.O. Box 7270, Port Elizabeth, 6056

For Region KZNL: P.O. Box 17263, Congella, 4013

For Region FS & NC: P.O.Box 910, Bloemfontein, 9300

For Region Highveld: P.O.Box 2578, Randburg, 2125

For Region Northern: P O Box 13970, Hatfield, 0028

For Region WP: P.O.Box 17, Bellville, 7535

- (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 Company; provided that the Council may retain, as recoupment of administrative expenses, such amounts as may from time to time be mutually determined by the Council and the Company. The amount so retained shall be paid into the general funds of the Council.
- (8) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest monthly on such amount or on such lesser amount as may remain unpaid, calculated from the due date of payment at the interest rate of 1,5 per cent to 2 per cent or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned; provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 7 - ADMINISTRATION

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

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 Financial Services Board 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 Financial Services Board 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 Financial Services Board 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 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 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, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, 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) Exemption from any of the provisions of any of the Council's Agreements 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 may be, shall 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 may be, shall issue to every person granted exemption, a license signed by him setting out -
 - (a) the name of the person concerned;
 - (b) the provisions of this Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which the exemption shall be valid.
- (5) In respect of establishments registered under Chapters II or III of this

Agreement, the following exemptions procedure applies:

- (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.
- (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.
- (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
- (d) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (5)(a) of this clause.
- (e) Any application for exemption made to the Council or Regional Council, as the case may be, shall be considered in accordance with the following exemption criteria:
 - (i) the written substantiation and motivation submitted by the applicant;
 - (ii) 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;
 - (iii) the scope of exemption required;
 - (iv) the infringement of basic conditions of employment rights;

- (v) the fact that a competitive advantage is not created by the exemption;
 - (vi) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (vii) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
 - (viii) any existing special economic or other circumstances which warrant the granting of the exemption;
 - (ix) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
 - (x) any recommendation from the Council.
- (f) 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) The Secretary of the Regional Council or the Secretary of the Council, as the case may be, shall -
- (a) number consecutively all licenses issued;
 - (b) retain a copy of each licenses issued; and
 - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.

- (7) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a license, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub clauses (5) and (6) above.

CLAUSE 11 - DISHONOURED CHEQUES

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 whatever, 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 appeals criteria set out in clause 12(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 appeal 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) **Appeal 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.

SIGNED AT RANDBURG, ON BEHALF OF THE PARTIES, THIS 22 FEBRUARY
2016



..... **B CELE**
PRESIDENT OF THE COUNCIL



..... **MC LAMPBRECHT**
VICE-PRESIDENT OF THE COUNCIL



..... **BC MKHWANAZI**
GENERAL SECRETARY OF THE COUNCIL

ANNEXURE A TO THE AUTO WORKERS' PROVIDENT FUND
AGREEMENT
APPLICATION FOR REGISTRATION AS A MEMBER

Fund No.....
 Identity No.....
 Surname.....
 First names.....
 Date of birth.....(year).....(month).....(day).....
 Sex (state male or female).....
 Employed by (employer's name and address).....

.....

Occupation

Applicant's private address.....

.....

Where you employed in the Motor Industry previously?.....

If the answer is "Yes", state name and address of employer

I, the undersigned, hereby apply to be registered as a member of the Auto Workers' Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.

I nominate as my beneficiary in the event of my death:

First names
 (Mr/Mrs/Miss).....

Surname.....

....

Relationship (state: wife, husband, father, mother, son, daughter, as the case may

be).....

.....

Address.....

.....

Identity No. of beneficiary (where applicable).....

Date.....

(Member's signature)

ANNEXURE B TO THE AUTO WORKERS PROVIDENT FUND AGREEMENT**APPLICATION FOR ADMISSION AS A VOLUNTARY MEMBER**

Surname

First Name

Date of Birth Year Month Day

Union no.

Identity No.

Sex (state male or female)

Employed by (employers name and address)

.....

.....

Occupation

If an employer, state full name of business

.....

.....

Status of employer (e.g. owner, director, partner, member)

.....

I, the undersigned, member of

Hereby apply to be registered as a member of the Auto Workers' Provident Pension Fund and agree to abide by the provisions of the Fund Rules in force from time to time.

Where you employed in the Motor Industry previously?

If answer is "Yes", state name and address of employer and your Fund No.

.....

.....

.....

(Date)

(Member's signature)

DEPARTMENT OF LABOUR


NO. R. 785

01 JULY 2016

LABOUR RELATIONS ACT, 1995


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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with sections 32(5) and 32(8) 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**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2019.


MINISTER OF LABOUR
14/06/2016

UMNYANGO WEZABASEBENZI**UMTHETHO WEZOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SE MOTOR INDUSTRY PROVIDENT FUND SELULELWA KULABO ABANGEYONA INGXEYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasezayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kukushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlala 31 kuNcwaba 2019.


UNGQONGQOSHE WEZABASEBENZI
14/06/2016

SCHEDULE

MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO

MOTOR INDUSTRY PROVIDENT FUND AGREEMENT

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

Retail Motor Industry Organisation – RMI

and the

Fuel Retailers Association of Southern Africa

and the

National Employers Association of South Africa - NEASA

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

Motor Industry Staff Association – MISA

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.

CLAUSE 1 - PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2019.

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

- (1) Subject to the provisions of sub clause (2) of this clause, the terms of this Agreement shall be observed -
 - (a) in the Motor Industry in the Republic of South Africa;
 - (b) employees in Division B, grades 7 and 8 and apprentices in the Motor Industry and their employers.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
 - (a) employees in Division B, grades 7 and 8 and apprentices who are members of the Auto Workers' Provident Fund until such time as the parties agree that they are transferred to the Motor Industry 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;
 - (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.

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 -

- (1) **'Act'** means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.
- (2) **"Apprentices"** means those employees as defined in the Main Agreement from time to time;
- (3) **'Company'** means the Motor Industry Fund Administrators (Pty) Ltd;
- (4) **'Council'** means the Motor Industry Bargaining Council - MIBCO registered in terms of section 29 of the Act;
- (5) **"Division B employees"** means those employees as defined in the Main Agreement from time to time.
- (6) **'Establishment'** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted;
- (7) **"Independent Board"** means the Board established by the Council in terms of section 31 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;

- (8) **'Fund'** means the Motor Industry 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 dependants of such employees on the death of such employees;
- (9) **"Grade 7 employees"** mean those employees as defined in the Main Agreement from time to time;
- (10) **"Grade 8 employees"** mean those employees as defined in the Main Agreement from time to time;
- (11) **'Main Agreement'** means the Agreement in which wages and other conditions of service are prescribed for employees in the Motor Industry as published in terms of sections 31 and 32 of the Act;
- (12) **'Motor Industry'** or **'Industry'** means the Motor Industry as defined in the Main Agreement from time to time;
- (13) **"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 which he would have received if he had not been employed on such basis, but will include commission received on the sale of goods; provided, however, that all commission received in excess of R9 000 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;

- (14) **“Region EC”** means those areas defined as “Area A (EC)” and “Area B (EC)” in the Main Agreement;
- (15) **“Region KZNL”** means those areas defined as “Area A (KZNL)” and “Area B (KZNL)” in the Main Agreement;
- (16) **“Region FS & NC”** means those areas defined as “Area A (FS & NC)” and “Area B (FS & NC)” in the Main Agreement;
- (17) **“Region Highveld”** means those areas defined as “Area A (Highveld)” and “Area B (Highveld)” in the Main Agreement;
- (18) **‘Region Northern’** means those areas defined as “Area A (Northern)” and “Area B (Northern)” in the Main Agreement;
- (19) **“Region WP”** means those areas defined as “Area A (WP)” and “Area B (WP)” in the Main Agreement;
- (20) **“Regional Council”** means a committee appointed as such by the Council in terms of its constitution for any region defined herein;
- (21) **“Retirement age”** means 65 years;
- (22) **“Voluntary member”** means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement;
- (23) **“Week”** means a period of seven consecutive days commencing at midnight on

a Sunday.

CLAUSE 4 : ESTABLISHMENT AND OBJECTS OF THE FUND

- (1) The Motor Industry/MISA Provident Fund established on 1 January 2001 is hereby continued as the Motor Industry Provident Fund (hereinafter referred to as the "Fund").
- (2) The Fund shall consists of:
 - (a) Contributions paid to it in terms of this agreement;
 - (b) Interest, dividends, rental income and capital gains derived from the investment of its moneys;
 - (c) Money or any other assets transferred to it from any other pension or provident fund; and
 - (d) Any moneys or other assets lawfully acquired from any other source whatsoever.
- (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 all employees in Division B, grades 7 and 8 and apprentices in the Motor Industry who have not

reached retirement age.

- (2) Employees who are not compulsory members in terms of sub clause (1) and employers, Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor Industry, who are registered with the RMI, NEASA or the Fuel Retailers Association of Southern Africa may be admitted to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of this 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 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.
- (4) Every person who is admitted to voluntary membership in terms of sub clause (2)

of this clause shall complete the form specified in Annexure B to this agreement and lodge such completed form with the Secretary of the Regional Council concerned.

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% of his pensionable remuneration to the Fund in respect of each week of his 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 pensionable remuneration of each member.
- (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, trade union membership number (if any) 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) Every employer shall pay the total amount of the contributions payable by him and his employees and render the statement of details in terms of sub clause (4) of the Secretary of the Regional Council concerned by not later than the 10th day of the month immediately following that to which the contributions and details relate.

Note:

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

For Region EC: P.O. Box 7270, Port Elizabeth, 6055

For Region KZNL: P.O. Box 17263, Congella, 4013

For Region FS & NC: P.O.Box 910, Bloemfontein, 9300

For Region Highveld: P.O.Box 2578, Randburg, 2125

For Region Northern: P O Box 2578, Randburg, 2125

For Region WP: P.O.Box 17, Bellville, 7535

- (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 Company; provided that the Council may retain, as recoupment of administrative expenses, such amounts as may from time to time be mutually determined by the Council and the Company. The amount so retained shall be paid into the general funds of the Council.
- (8) Should any amount due in terms of this clause not be received by the Council by the 15th 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 at the rate of 1,5 to 2 per cent per month of part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned; provided that a Regional Council shall be entitled in this absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 7 – ADMINISTRATION

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

CLAUSE 8 – LIQUIDATION OR DISSOLUTION

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 or the Financial Services Board 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 Financial Services Board 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.

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, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, 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) Exemption from any of the provisions of any of the Council's Agreements 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 may be, shall 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 may be, shall issue to every person granted exemption, a license signed by him setting out -
- (a) the name of the person concerned;
 - (b) the provisions of this Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which the exemption shall be valid.
- (5) In respect of establishments registered under Chapters II or III of this Agreement, the following exemptions procedure applies:
- (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.
 - (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.

- (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
- (d) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (5)(a) of this clause.
- (e) Any application for exemption made to the Council or Regional Council, as the case may be, shall be considered in accordance with the following exemption criteria:
 - (i) the written substantiation and motivation submitted by the applicant;
 - (ii) 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;
 - (iii) the scope of exemption required;
 - (iv) the infringement of basic conditions of employment rights;
 - (v) the fact that a competitive advantage is not created by the exemption;
 - (vi) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;

- (vii) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
 - (viii) any existing special economic or other circumstances which warrant the granting of the exemption;
 - (ix) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
 - (x) any recommendation from the Council.
- (f) 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) The Secretary of the Regional Council or the Secretary of the Council, as the case may be, shall -
- (a) number consecutively all licenses issued;
 - (b) retain a copy of each licenses issued; and
 - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (7) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a license, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub clauses (5) and (6) above.

CLAUSE 11- DISHONOURED CHEQUES

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 whatever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 to 2 per cent per month as determined by the Council in its sole discretion, 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 appeals criteria set out in clause 12(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 appeal 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) **Appeal 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.

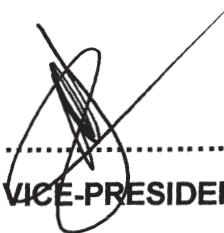
CLAUSE 13- RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement, “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 on 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 to 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 costs in terms of section 138 (10) of the said Act.
- (4) The Council may, notwithstanding any other provision in this Agreement or any other Agreement, collect any levy or contribution payable in terms of this or any other Agreement, by way of civil proceedings in any civil court.
- (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, as contained in the Council’s Constitution.

SIGNED AT RANDBURG, ON BEHALF OF THE PARTIES, THIS 22 FEBRUARY
2016



..... B CELE
PRESIDENT OF THE COUNCIL



..... MC LAMPBRECHT
VICE-PRESIDENT OF THE COUNCIL



..... BC MKHWANAZI
GENERAL SECRETARY OF THE COUNCIL

ANNEXURE A TO THE MOTOR INDUSTRY PROVIDENT FUND
AGREEMENT

APPLICATION FOR REGISTRATION AS A MEMBER

Fund No.....

Identity No.....

Surname.....

First names.....

Date of birth.....(year).....(month).....(day).....

Sex (state male or female).....

Employed by (employer’s name and address).....

Applicant’s private address.....

Were you employed in the Motor Industry previously?...

If the answer is "Yes", state name and address of employer

.....
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.

I nominate as my beneficiary in the event of my death:

First names

(Mr/Mrs/Miss).....

Surname.....

Relationship (state: wife, husband, father, mother, son, daughter, as the case
may be).....

Address.....

Identity No. of beneficiary (where applicable).....

Date.....

(Member's signature)

ANNEXURE B TO THE MOTOR INDUSTRY PROVIDENT FUND AGREEMENT

APPLICATION FOR ADMISSION AS A VOLUNTARY MEMBER

Surname

First Name

Date of Birth Year Month Day

Union no.

Identity No.

Sex (state male or female)

Employed by (employers name and address)

.....

.....

Occupation

If an employer, state full name of business

.....

.....

Status of employer (e.g. owner, director, partner, member)

.....

I, the undersigned, member of

Hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the Fund Rules in force from time to time.

Where you employed in the Motor Industry previously?

If answer is "Yes", state name and address of employer and your Fund No.

.....

.....

(Date)

.....

(Member's signature)

DEPARTMENT OF LABOUR

NO. R. 786

01 JULY 2016

LABOUR RELATIONS ACT, 1995

MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: RENEWAL OF PERIOD OF OPERATION OF THE MOTOR INDUSTRY PROVIDENT AGREEMENT

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(6) (a) (ii), read with section 32(5) of the Labour Relations Act, 1995, declare the provisions of Government Notice 803 of 2015, dated 7 August 2015, to be effective from the date of publication of this notice and for the period ending 31 August 2019.


MINISTER OF LABOUR

14/06/2016

UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI EMBONINI YEZIMOTO: UKUVUSELELWA
KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO SABAQASHI
NABASEBENZI SEPROVIDENT FUND**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6) (a) (ii) sifundwa nesigaba 32(5) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngimemezela ukuthi izihlinzeko zeSaziso sikaHulumeni esingunombolo R.803 somhlaka 7 kuNcwaba 2015, zizosebenza kusukela ngosuku lokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2019.


UNGQONGQOSHE WEZABASEBENZI

14/06/2016

DEPARTMENT OF LABOUR


NO. R. 787

01 JULY 2016

LABOUR RELATIONS ACT, 1995

MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: RENEWAL OF PERIOD OF OPERATION OF THE ADMINISTRATIVE COLLECTIVE AGREEMENT

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(6) (a) (ii), read with section 32(5) of the Labour Relations Act, 1995, declare the provisions of Government Notices No R.656 of 31 July 2015, R.39 of 22 January 2016 and R. 69 of 29 January 2016 to be effective from the date of publication of this notice and for the period ending 31 August 2016.



MINISTER OF LABOUR
 14/06/2016

UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI
 NABASEBENZI EMBONINI YEZIMOTO UKUVUSELELWA
 KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO SABAQASHI
 NABASEBENZI SOKUPHATHA**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6)(a)(ii) sifundwa nesigaba 32(5) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthi izihlinzeko zeZaziso zikaHulumeni ezingunombolo R.656 somhlaka 31 kuNtulikazi 2015, R.39 somhlaka 22 kuMasingana 2016, kanye nesingu R. 69.somhlaka 29 kuMasingana 2016 ziyasebenza kusukela ngosuku lokushicilelwa kalesiSaziso kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2016.


UNGQONGQOSHE WEZABASEBENZI
 14/06/2016

DEPARTMENT OF LABOUR


NO. R. 788

01 JULY 2016

LABOUR RELATIONS ACT, 1995

MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: RENEWAL OF PERIOD OF OPERATION OF THE AUTOWORKERS PROVIDENT AGREEMENT

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(6) (a) (ii), read with section 32(5) of the Labour Relations Act, 1995, declare the provisions of Government Notice 802 of 7 August 2015, to be effective from the date of publication of this notice and for the period ending 31 August 2019.



MINISTER OF LABOUR
 14/06/2016

UMNYANGO WEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI
 NABASEBENZI EMBONINI YEZIMOTO: UKUVUSELELWA
 KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO SABAQASHI
 NABASEBENZI SE AUTO WORKERS PROVIDENT FUND**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6) (a) (ii) sifundwa nesigaba 32(5) soMthetho Wobudlelwano Kwezabasebenzi ka1995, ngimemezela ukuthi izihlinzeko zeSaziso sikaHulumeni esingunombolo R.802 somhlaka 7 kuNcwaba 2015, zizosebenza kusukela ngosuku lokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2019.


UNGQONGQOSHE WEZABASEBENZI
 14/06/2016

DEPARTMENT OF LABOUR

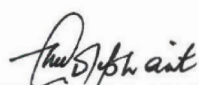
NO. R. 789

01 JULY 2016

LABOUR RELATIONS ACT, 1995


**BARGAINING COUNCIL FOR THE MEAT TRADE, GAUTENG: EXTENSION OF
AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Meat Trade, Gauteng** 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 date of publication of this notice and for the period ending 30 June 2017.


MINISTER OF LABOUR
14/06/2016

UMNYANGO WEZABASEBENZI**UMTHETHO WOBUDLELWANE WEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YOKUHWABA NGENYAMA: UKWELULWA KWESIVUMELWANO ESICHIBIYELAYO ESIYINGQIKITHI SABAQASHI NABASEBENZI SELULELWA KULABO ABANGEYONA INGXE NYE YESIVUMELWANO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yokuhweba ngeNyama**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabasebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 30 kuNcwaba 2017.


UNGQONGQOSHE WEZABASEBENZI
14/06/2016

SCHEDULE
BARGAINING COUNCIL FOR MEAT TRADE GAUTENG
COLLECTIVE AGREEMENT

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

Meat Traders Association Gauteng

(hereinafter referred to as the “employers” or “employers’ organisation”), of the one part, and

Meat and Allied Workers Union

Gauteng Meat Traders Employees’ Union

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

being the parties to the Bargaining Council for Meat Trade Gauteng to amend the agreement published under Government Notice R 792 of 25 July 2008.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Meat Trade in the following Magisterial Districts:
- Alberton, Boksburg, Brakpan, Germiston, Kempton Park, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, Westonaria and the area within a 25 km radius of Church Square, Pretoria -
- (a) by all employers who are members of the employers’ organization and by all
- (b) employees who are members of the trade unions, and who are engaged or employed in the Meat Trade.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.
- (3) The provisions of clauses 1(1)(a) and (b), and 1A of this Agreement shall not be binding on non-parties.

1A. PERIOD OF OPERATION

This Agreement shall come into operation on such a date fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, as amended, and shall remain in force until 30 June 2017.

2. CLAUSE 3: REMUNERATION

Substitute the following for clause 3:

“3. REMUNERATION

“(1) As from the date of coming into operation of this Agreement, no employer shall pay and no employee shall accept wages lower than the following: -

	Per month
Bookkeeper	5340.03
Cashier	2846.70
Cashier and invoice clerk	3908.47
Cleaning employee.....	2440.63
Labourer, I	2846.70
Labourer, II	2733.91
Manager	8770.31
Mass measurer and/or pricer	2846.70
Master meat cutting technician, grade IA.....	8113.01
Meat cutting technician, grade IB.....	7065.34
Meat cutting technician, II	4269.94
Motor vehicle driver, the unladen mass of which vehicle together with the unladen mass of any trailer does not exceed -	
450 kg	2846.70
2700 kg	3118.04
4500 kg	3637.37
Salesperson	4315.47
Security officer	3637.37
Shop controller / supervisor	14273.97
Wrapper and/or packer	2733.91

- (2) Differential rates - An employer who requires or permits an employee of one category to perform the duties of a higher paid category for longer than one hour in any one day, either in addition to his own work or in substitution thereof, shall pay such employee in respect of that day, not less than one sixth of the higher weekly wage prescribed in subclause (1)."

3. CLAUSE 23: SICK BENEFIT FUND

- (4) Substitute the schedule in clause 23 with the following schedule:

"SCHEDULE

BENEFIT	Monthly Salary R1000- R4000			Monthly Salary R 4001 +		
	Medical	Hospital	Total	Medical	Hospital	Total
Single Member	503.00	1452.00	1855.00	550.00	1452.00	2002.00
Member +1 Adult	708.00	2640.00	3348.00	780.00	2640.00	3420.00
Member +1 Child	708.00	1890.00	2598.00	780.00	1890.00	2670.00
Member +1 Adult +1 Child	728.00	3078.00	3806.00	805.00	3078.00	3883.00
Member +2 Children	728.00	2328.00	3056.00	805.00	2328.00	3133.00
Member +1 Adult +2 Children	754.00	3516.00	4270.00	830.00	3516.00	4346.00
Member +3 Children	754.00	2328.00	3082.00	830.00	2328.00	3158.00
Member +1 Adult +3 Children	780.00	3516.00	4296.00	860.00	3516.00	4376.00
Member +4 Children	780.00	2328.00	3108.00	860.00	2328.00	3188.00
Member +1 Adult + 4 Children	807.00	3516.00	4323.00	885.00	3516.00	4401.00
Single Pensioner	491.00	1452.00	1943.00	540.00	1452.00	1992.00
Pensioner+ 1 Adult	697.00	2640.00	3337.00	765.00	2640.00	3405.00
Pensioner + more than 1 dependent	On request	On request	On request	On request	On request	On request

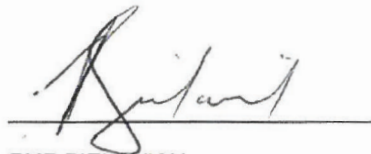
4. CLAUSE 24: RETIREMENT FUNDS

Insert the following subclause (8) and subclause (9):

"(8) Membership of the Fund is available to employers and private members and such membership, if selected, shall be deemed as compulsory in terms of subclause(2), and will be subject to the provisions of other legislation regarding retirement.

(9) Withdrawal of contributions is subject to a three month waiting period, unless a member retires or is retrenched.

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS 24TH DAY OF FEBRUARY 2016.



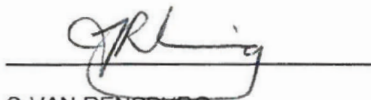
EMP BIELOVICH

Chairman of the Council



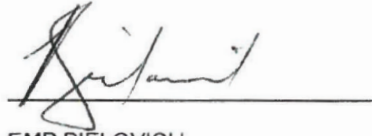
GS KOK

Vice Chairman of the Council



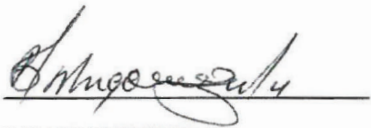
C VAN RENSBURG

Secretary of the Council



EMP BIELOVICH

Chairman of the Meat Traders
Association (Gauteng)



BOY MNGOMEZULU

For the Secretary of the Meat and Allied
Workers Union



GS/KOK

Secretary of the Gauteng Meat
Traders Employees Union

DEPARTMENT OF TRADE AND INDUSTRY

NO. R. 790

01 JULY 2016

PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY

[DATE]

PRIVATE SECURITY INDUSTRY REGULATION ACT NO. 56 OF 2001

AMENDMENT TO THE REGULATIONS MADE UNDER THE PRIVATE SECURITY INDUSTRY
REGULATION ACT, 2001 (ACT NO. 56 OF 2001)

NOTICE . . . OF 2016

I, Nkosinathi Phiwayinkosi Thamsanqa Nhleko, Minister of Police, acting under section 35 of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001), read with section 32(1) of the Security Officers Act, 1987 (Act 92 of 1987) and after consultation with the Council for the Private Security Industry Regulatory Authority, hereby make amendments to the Improper Conduct Regulations in the Schedule hereto.

SCHEDULE

AMENDMENT OF THE IMPROPER CONDUCT REGULATIONS MADE UNDER THE PRIVATE SECURITY
INDUSTRY REGULATION ACT, 2001 (ACT 56 OF 2001)**Definitions**

1. In this Schedule-

- (a) "Authority" means the Private Security Industry Regulatory Authority established in terms of section 2(1) of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001) and has the same meaning as the "Board" as defined in section 1 of the Security Officers Act, 1987 (Act 92 of 1987); and
- (b) "the Improper Conduct Regulations" means the Improper Conduct Enquiries Regulations, 2003 published under Government Notice No. 306 in *Government Gazette* 24971 of 28 February 2003.

Commencement

The amendments to the Improper Conduct Regulations contained in this Schedule will come into effect on [09 July 2016]

Substitution of regulation 3(4) of the Improper Conduct Regulations

3. The following regulation is hereby substituted for regulation 3(4) of the Improper Conduct Regulations:

“(4) If the director is satisfied that the requirements contemplated in sub-regulations (2) and (3) have been met, he or she may direct a prosecutor in writing to—

(a) cause:

(i) a copy of the charge as contained in a charge sheet;

(ii) a summons under the signature of the director to appear at an enquiry, at a date, time and place referred to in the summons, and to produce at the enquiry any document so referred to which may be relevant to the enquiry, and which is, or presumably is, in possession of the respondent; and

(iii) all the other notices and documentation contemplated in this sub-regulation,

to be served on the respondent;

(b) ...

(c) request the respondent in writing to give written notice to the director within the period stated in the request of whether the respondent intends to plead guilty or not guilty to the charge as contained in the charge sheet;

(d) notify the respondent in writing that if the respondent intends to plead not guilty to the charge, the respondent may make substantiated submissions to the director within the stated period, indicating the basis of the defence in such a manner and with such detail that it will enable the director to make a decision on whether the enquiry should proceed on the basis set out in the summons, should proceed in respect of certain charges only, or which may shorten the proceedings at an enquiry;

(e) notify the respondent in writing that if the respondent intends to plead guilty to the charge, the respondent must submit an affidavit to that effect within the stated period to the director and may also submit substantiated representations in connection with the imposition of an appropriate penalty;

(eA) notify the respondent in writing that the respondent may, within the stated period, contact the prosecutor with a view to agreeing the terms and conditions of a settlement in respect of the alleged improper conduct with the prosecutor;

(f) notify the respondent in writing that the affidavit contemplated in paragraph (e), submitted on behalf of a respondent which is a security business, must be accompanied by a certified resolution

or other adequate proof that the person acting on behalf of the respondent is authorised to plead guilty and submit representations in connection with the imposition of a penalty;

(g) inform the respondent in writing of the respondent's rights as contemplated in sub-regulation (6);

(h) request the respondent in writing to give written notice to the director within the period mentioned in the request of whether the respondent intends to be present at the enquiry or not, and whether the respondent will be represented by a legal practitioner or assisted by a person appointed by him or her; and

(i) notify the respondent in writing of the possible penalties provided for in the Code of Conduct if the respondent is found guilty of improper conduct.”

Insertion of new regulations 3(5A) and 3(5B) in the Improper Conduct Regulations

4. The following regulations are inserted in the Improper Conduct Regulations as regulations 3(5A) and 3(5B):

“(5A) A summons referred to in sub-regulation (4) (a) (ii) is in the form that the director determines from time to time, and may be amended, substituted or withdrawn at any time by service of a notice to that effect under the signature of the director on the respondent.

(5B) The date for the enquiry contemplated in sub-regulation (4) (a) (ii) may not be less than 20 days from the date of the serving of the summons, unless the respondent agrees to an earlier date.”

Substitution of regulation 4(1) of the Improper Conduct Regulations

5. The following regulation is hereby substituted for regulation 4(1) of the Improper Conduct Regulations:

“4. Conviction on plea of guilty without enquiry.—(1) Where an affidavit referred to in regulation 3 (4) (e) is submitted to the director, the director may—

- (a) if it appears from the affidavit that the respondent intends to plead guilty to the charge, find the respondent guilty of the charge in question and cause the summons referred to in sub-regulation (4) (a) (ii) to be withdrawn by notice in writing to the respondent; or
- (b) if there is a sound reason therefor—

(i) require supplementary relevant information from the respondent or any other person in order to again consider the matter in terms of paragraph (a) and, to the extent appropriate in the circumstances, postpone the enquiry referred to in sub-regulation (4) (a) (ii) by notice in writing to the respondent; or

(ii) decide to proceed with the enquiry referred to in sub-regulation (4) (a) (ii)."

Repeal of regulation 7 of the Improper Conduct Regulations

6. Regulation 7 (Summons to respondent to attend enquiry) of the Improper Conduct Regulations is hereby repealed in its entirety.

Substitution of regulation 10(1) of the Improper Conduct Regulations

7. The following regulation is hereby substituted for regulation 10(1) of the Improper Conduct Regulations:

"10. Tendering of plea and related procedures.—(1) At the commencement of an enquiry the prosecutor must:

- (a) put the charge to the respondent and request the respondent to plead to the charge; or
- (b) put a settlement agreement referred to in regulation 3 (4) (eA) to the presiding officer."

Insertion of new regulation 10(5) in the Improper Conduct Regulations

8. The following regulation is inserted in the Improper Conduct Regulations as regulation 10(5):

"(5) If the presiding officer is satisfied that a settlement agreement referred to in sub-regulation (1) (b) is appropriate having regard to all relevant circumstances, the presiding officer may make the settlement agreement an order of the enquiry."

Substitution of regulation 18(1) of the Improper Conduct Regulations

9. The following regulation is hereby substituted for regulation 18(1) of the Improper Conduct Regulations:

“18. Confirmation, review and substitution of findings, penalties and other orders.—(1) After the conclusion of an enquiry, the presiding officer must submit the record of the proceedings to the director, whereupon the director may—

- (a) where the respondent has been found guilty, confirm the conviction or set it aside;
- (b) where the conviction is so confirmed, confirm the penalty imposed, or replace it with any lesser penalty contemplated in the Code of Conduct;
- (c) where the conviction is so confirmed, replace the penalty imposed with any other appropriate penalty contemplated in the Code of Conduct, after the applicable rules of administrative justice have been complied with;
- (cA) confirm or set aside any settlement agreement which was made an order by the presiding officer, and where the settlement agreement is so confirmed, any amount payable in terms of the settlement agreement shall with immediate effect be a debt which is due and payable to the Authority;
- (d) confirm or set aside any order relating to costs or any other order made by the presiding officer; and
- (e) give any other order which is fair and just in the circumstances.”

DEPARTMENT OF TRADE AND INDUSTRY

NO. R. 791

01 JULY 2016

PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY

[DATE]

PRIVATE SECURITY INDUSTRY REGULATION ACT NO. 56 OF 2001

AMENDMENT TO THE CODE OF CONDUCT MADE UNDER THE PRIVATE SECURITY INDUSTRY
REGULATION ACT, 2001 (ACT NO. 56 OF 2001)

NOTICE . . . OF 2016

I, Nkosinathi Phiwayinkosi Thamsanqa Nhleko, Minister of Police, acting under section 28(1) of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001) and after consultation with the Council for the Private Security Industry Regulatory Authority, hereby make amendments to the Code of Conduct in the Schedule hereto.

SCHEDULE

AMENDMENT OF THE CODE OF CONDUCT UNDER THE PRIVATE SECURITY INDUSTRY
REGULATION ACT, 2001 (ACT 56 OF 2001)**Definitions**

1. In this Schedule-
 - (a) "Authority" means the Private Security Industry Regulatory Authority established in terms of section 2(1) of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001) and has the same meaning as the "Board" as defined in section 1 of the Security Officers Act, 1987 (Act 92 of 1987); and
 - (b) "the Code of Conduct" means the Code of Conduct for Security Service Providers, 2003 published under Government Notice No. 305 in *Government Gazette* 24971 of 28 February 2003.

Commencement

2. The amendments to the Code of Conduct contained in this Schedule will come into effect on [09 July 2016].

Substitution of regulation 5(1) of the Code of Conduct

3. The following regulation is hereby substituted for regulation 5(1) of the Code of Conduct:

"5. General obligation to act in terms of applicable law.—(1) A security service provider must comply with the provisions of the Act and with all other legal provisions and obligations, whether they are based on or form part of common law or statutory law, including but not limited to any directives, determinations, findings, orders or rulings issued by any competent authority including a court, tribunal, commission, regulator, forum or organ of state, that are applicable or relevant to—

- (a) practising the occupation of security service provider;
- (b) rendering a security service;
- (c) carrying on business in the rendering of a security service;
- (cA) employing security officers; and
- (d) performing any other act or function which is subject to the Act."

Substitution of regulation 25 of the Code of Conduct

4. The following regulation is hereby substituted for regulation 25 of the Code of Conduct:

"25. Penalties in respect of improper conduct by a security service provider.—(1) A security service provider who has been found guilty of improper conduct in terms of the procedures contemplated in regulation 29, is subject to the following penalties—

- (a) a warning or a reprimand;
- (b) suspension of registration as security service provider for a period not exceeding 12 months;
- (c) withdrawal of registration as security service provider;
- (cA) withdrawal as accredited training establishment
- (d) a fine not exceeding R1 000 000,00 which is payable to the Authority;
- (e) publication of appropriate details of the conviction of improper conduct and any penalty imposed;
- (f) endorsement against the register of security service providers, any certificate of registration or other documentation issued by the Authority, of the conviction of improper conduct and any penalty imposed; or

(g) any combination of the above.

(2) The penalty contemplated in sub-regulation (1) (b), (c), (cA) or (d) may be suspended on any condition that is reasonably likely to promote compliance with this Code by the security service provider.

(3) In addition to any other relevant fact, the following must be considered and properly taken into account in imposing any penalty contemplated in this regulation—

- (a) the gravity and nature of the improper conduct, including the duration or frequency of the improper conduct;
- (b) the known relevant circumstances of the security service provider including its annual or monthly income and its profitability, and such other relevant circumstances as the security service provider may prove to exist;
- (c) the national interest as well as the interest of the public and of the private security industry;
- (d) the risk posed by the improper conduct to the rights or legitimate interests of any person, and any other remedies available to any person affected by the improper conduct;
- (e) any previous conviction of the security service provider of improper conduct in terms of this Code or the repealed code of conduct;
- (f) the financial or other benefit or likely benefit obtained or that may be obtained by the security service provider through the commission of improper conduct; and
- (g) any actual or potential harm caused by the security service provider through the commission of improper conduct.

(4) In imposing a penalty contemplated in sub-regulation (1) (d) on a security service provider who has previously been convicted of improper conduct in terms of this Code or the repealed code of conduct, and subject to the monetary limit prescribed in sub-regulation (1) (d), the director or presiding officer as the case may be must set the fine at an amount which is at least equal to the aggregate of any fines imposed for such previous convictions, unless the security service provider can satisfy the presiding officer why it would be unjust or inequitable in the circumstances to do so.”

Substitution of regulation 27 of the Code of Conduct

5. The following regulation is hereby substituted for regulation 27 of the Code of Conduct:

“27. Penalties in respect of improper conduct by an employer of in-house security officers.—(1) An employer of in-house security officers who has been found guilty of improper

conduct in terms of the procedures contemplated in regulation 29, is subject to the following penalties—

- (a) a warning or a reprimand;
- (aA) withdrawal as accredited training establishment
- (b) a fine not exceeding R1 000 000,00 which is payable to the Authority;
- (c) publication of appropriate details of the conviction of improper conduct and any penalty imposed; or
- (d) any combination of the above.

(2) The penalty contemplated in sub-regulation (1) (Aa), (b), (c) or (d) may be suspended on any condition that is reasonably likely to promote compliance with this Code by the employer of in-house security officers.

(3) In addition to any other relevant fact, the following must be considered and properly taken into account in imposing any penalty contemplated in this regulation—

- (a) the gravity and nature of the improper conduct, including the duration or frequency of the improper conduct;
- (b) the known relevant circumstances of the employer of in-house security officers including its annual or monthly income and its profitability, and such other relevant circumstances as the employer of in-house security officers may prove to exist;
- (c) the national interest as well as the interest of the public;
- (d) the risk posed by the improper conduct to the rights or legitimate interests of any person, and any other remedies available to any person affected by the improper conduct;
- (e) any previous conviction of the employer of in-house security officers of improper conduct in terms of this Code;
- (f) the financial or other benefit or likely benefit obtained or that may be obtained by the employer of in-house security officers through the commission of improper conduct; and
- (g) any actual or potential harm caused by the employer of in-house security officers through the commission of improper conduct.

(4) In imposing a penalty contemplated in sub-regulation (1) (b) on a security service provider who has previously been convicted of improper conduct in terms of this Code, and subject to the monetary limit prescribed in sub-regulation (1) (b), the director or presiding officer as the case may

be must set the fine at an amount which is at least equal to the aggregate of any fines imposed for such previous convictions, unless the security service provider can satisfy the presiding officer why it would be unjust or inequitable in the circumstances to do so.”

DEPARTMENT OF WATER AND SANITATION

NO. R. 792

01 JULY 2016

**PROMOTION OF ACCESS TO
INFORMATION MANUAL**

**COMPILED IN COMPLIANCE WITH
SECTION 14 OF THE PROMOTION
OF ACCESS TO INFORMATION ACT
(ACT 2 OF 2000)**

2016

1. INTRODUCTION

This Manual has been compiled in accordance with the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) (the Act). The Act prescribes that a Public Body must provide details of records held by such Public Body so that any request for information may be accommodated.

The details of the records kept by a Public Body are contained in a book which is commonly known as a manual. The manual relates to the records kept by the Public Body. The records kept pertain to the business/ functions of each and every business unit. To distinguish between the business/functions of each unit, the records of each unit are numbered differently. Each record also carries a disposal function.

Apart from records (files), the manual also contains information on the addresses of the Head of Public Body and also the name of each unit in the Public Body, its functions as well as list of all records kept by the Public Body.

The Manual also contains information of the designated Information Officer and Deputy Information Officer who are responsible for handling all the applications that are made for access to information as well as the name of each Programme and its core function and a list of all records kept by the Department of Water and Sanitation.

2. MANDATE

2.1 VISION

The vision statement of the Department is:

To provide sustainable water and dignified sanitation for all.

2.2 MISSION

The mission of the Department is:

To ensure dignity, equity, social-economic development and ecological sustainability by effectively and efficiently managing the nation's water resources and sanitation services.

2.3 VALUES

The values of the Department are:

- Respect
- Effectiveness, efficiency
- Service orientated
- Professionalism
- Ethical behaviour (Honesty, Integrity)
- Caring organisation (Learning Organisation, Innovation)
- Transparency

3. DEPARTMENT LEGISLATIVE MANDATE

The Department's legislative mandate seeks to ensure that the country's water resources are protected, managed, used, developed, conserved, and controlled through regulating and supporting the delivery of effective water supply and sanitation. This is done in accordance with the requirements of water related policies and legislation which are critical delivering on the right of access to sufficient food and water, transforming the economy and eradicating poverty.

The business of the Department is informed by the following key legislative frameworks:

- **The Constitution of the Republic of South Africa**

The Constitution sets out water resources management as a national competency. It also states that everyone has a right to an environment that is not harmful to their health or well-being and supports socially justifiable economic development.

The Constitution indicates the rights of individual to have access to basic water and sanitation and sets out the institutional framework for the provision of these services. It gives municipalities the executive authority and the right to administer the provision of water services within their areas of jurisdiction. The Constitution gives national and provincial government authority to regulate local government in terms of water services. It further gives them the obligation to support and strengthen the capacity of local government to provide services.

- **The National Water Act, 1998 (Act No. 36 of 1998)**

The National Water Act seeks to ensure that the country's water resources are protected, used, developed, conserved, managed, and controlled in a sustainable and equitable manner for the benefit of all people. This Act assigns the national government as the trustee of the water resources. Acting through the Minister, it has the power to regulate allocation, use, flow and control of all water in the Republic.

- **The Water Services Act, 1997 (Act No. 108 of 1997)**

The Water Services Act prescribes the legislative duty of municipalities as water service authorities to supply water and sanitation according to national norms and standards. In addition, it regulates Water Boards as important water service providers. This Act compels the Minister to maintain a National Water Service Information System and to monitor the performance of all water services institutions.

Currently, the provision of sanitation is governed by the Strategic Framework on Water Services (2003) and the Water Services Act. The Department's mandate is to develop Settlements on the other hand drives the sanitation policy review process which will result in the clarification of roles and responsibilities regarding sanitation.

- **Water Research Act, 1971 (Act No. 34 of 1971)**

This Act established the Water Research Commission and the Water Research Fund and thus promotes water related research. The Minister appoints members of the Water Research Commission (the Commission) and thus exercises executive oversight over the Commission.

4. SECTION 10 GUIDE OF SOUTH AFRICAN HUMAN RIGHTS COMMISSION (SAHRC) ON HOW TO USE THE ACT

The SAHRC has in terms of section 10 of the Act compiled a guide on the use of the Act. The Section 10 guide is available at all Departmental offices and also available at the offices of SAHRC. Please direct your queries to:

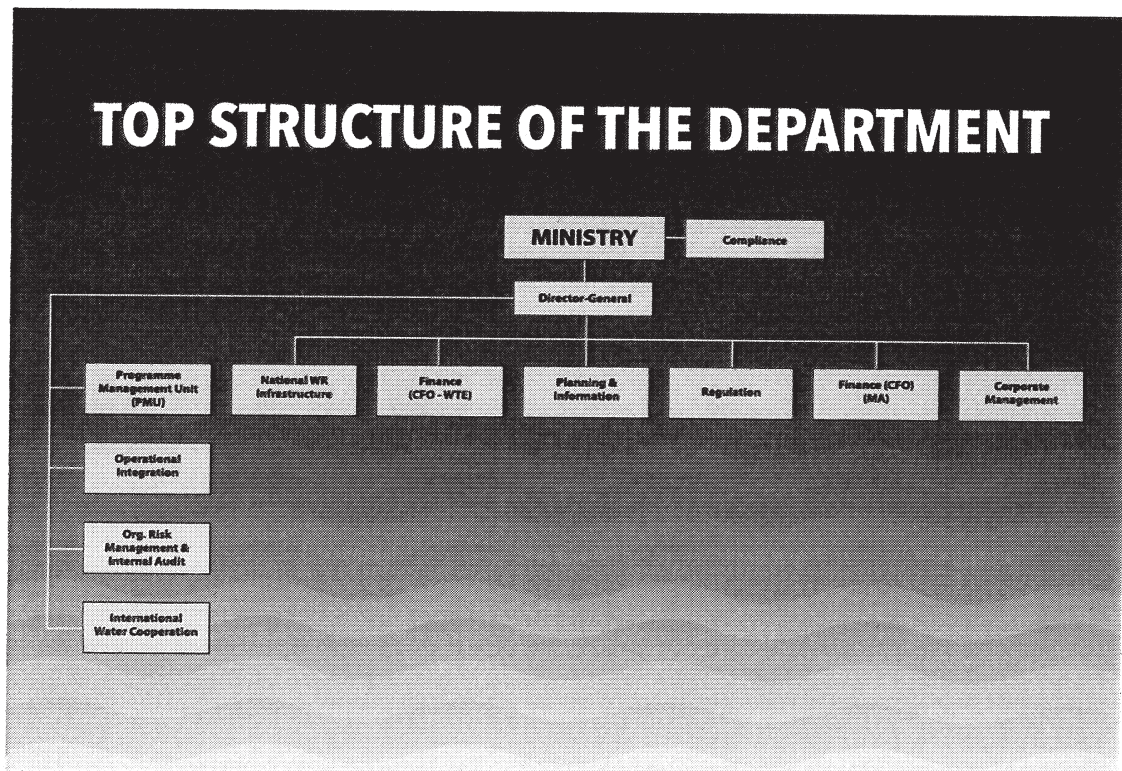
The South African Human Rights Commission
PAIA Unit
The Research and Documentation Department
Private Bag X 2700
Houghton
2014

Telephone: 011 877 3750

Fax: 011 403 0668

Email: PAIA@sahrc.org.za

5. ORGANOGRAM OF THE DEPARTMENT



6. PROGRAMMES OF THE DEPARTMENT

Program 1: Administration

Purpose: To provide policy leadership, advice and core support services, including finance, human resources, legal, ICT and management services, communication, and corporate planning.

Program 2: Water Planning and Information Management

Purpose: To ensure that the country's water are protected, used, developed, conserved managed and controlled in a sustainable manner for the benefit of all people and the environment by developing a knowledge base and implementing effective policies, procedures and integrated planning strategies both for water resources and water services.

Program 3: Water Infrastructure Development

Purpose: To develop, rehabilitate and refurbish raw water resources and water services infrastructure to meet the socio-economic and environmental needs of South Africa.

Program 4: Water and Sanitation Services

Purpose: To develop, rehabilitate and refurbish raw water resources and water services infrastructure to meet the socio-economic and environmental needs of South Africa.

Program 5: Water Sector Regulation

Purpose: To ensure the development, implementation, monitoring and review of regulations across the water supply chain in accordance with the provisions of the National Water Act (1998) and Water Services Act (1997).

Program 6: Water Trading Entity

Purpose: Ensures the efficient management of daily financial operations, processes and systems for the infrastructure and proto-CMA components

7. REQUEST PROCEDURE

7.1 Telephonic requests:

Telephonic requests are forbidden by the Act. Any such request made to the Information Officer or Deputy Information Officer at the telephone number given in this manual will be attended to unless the Information Officer or the Deputy Inform, Form A must be filled out.

7.2 Voluntary Access in terms of section 15(1) of the Act:

Information that is automatically available meaning without having to complete **FORM A** and paying the requester's fee will be made available either at the offices of the Department or in the manner of form requested, should this be reasonable and possible. The manner of access will include:

- (a) Perusal with copying of material if needed and at the prescribed fee for copies;
- (b) Access to visual, audio-visual material with transcription, dubbing or copying or both, if required.

7.3 Section 14(1) (d) requests

A requester must be given access to a record of the Department if:

- (a) The requester complies with all the procedural requirements in the Act relating to the request for access to that record; and
- (b) Access to the record is not refused on any ground of refusal mentioned in the Act.

7.4 Nature of the request

- (a) A requester must complete the form similar to the one printed in the Government Gazette (Government Notice R 187 – 15 February –FORM A) which is attached at the end of this Manual.
- (b) The requester must indicate the form or manner of access sought as prescribed by section 29 of the Act.
- (c) The Department will endeavour to give access in the form requested unless this would tamper with the smooth running of the Department.

- (d) Giving access will give due consideration to preservation of material, infringement of copyright and request or access fees as prescribed must be prescribed before a request is processed and, search and preparation fees are also payable before access is granted.
- (e) A requester, who cannot read or write or needs assistance in completing a request form, may present the request orally and the Deputy Information Officer is obliged to assist such a request.
- (f) If the Information Officer fails to take a decision on a request for records within 30 days of receipt of such request or after the expiry of an extension of 30 day period, such failure is regards as deemed refusal.

7.5 Frivolous or vexatious requests or substantial and unreasonable diversion of resources

The Information Officer may refuse a request for access to a record if:

- (a) The request is manifestly frivolous or vexatious;
- (b) The work involved in processing the request would substantially and unreasonably divert the resources of the Department.

7.6 Mandatory disclosure in the interest of the public

Despite any other provision of PAIA, the Information Officer must grant a request for access to a record if:

- (a) The disclosure of the record would reveal evidence-
- A substantial contravention of, or failure to comply with the law; or
 - An imminent and serious public safety or environmental risk; and
- (b) The public interest in the disclosure of the record clearly outweighs the harm contemplated in the provision in question.

7.7 Records that cannot be found or do not exist

If all reasonable steps have been taken to find a record requested and there are reasonable grounds for believing that the record is the Department's possession but is lost or damaged or does not exist then the Information

Officer must by way of an affidavit notify the requester that it is not possible to give access to that record.

The affidavit must give a full account of all steps taken to find the record in question or to determine whether the record exists, including communicating with every person who conducted the search on behalf of the Information Officer.

8. PAYMENT OF FEES IN TERMS OF THE REQUEST

8.1 Personal request

Anyone who seeks information pertaining to her/him is called personal requestor and is exempted from paying the requestor's fee.

8.2 Requester

The request fee payable to any public body is R35.00 as prescribed by the Regulations to the Act. In addition if any copies or transcripts are requested, those will be charged according to the fee structure as prescribed by the Regulations and the Information Officer/Deputy Information Officer may charge for the time spent on processing the request.

8.3 Payment method

Every requester who is not a personal requester must pay the required fee. The requester must deposit the request fee into the Department's bank account. The proof of the deposit slip must be forwarded to Department's Deputy Information Officer before any request can be processed. The details of the Departments' bank account are as follows:

BANK: ABSA

ACCOUNT HOLDER: DEPARTMENT OF WATER AND SANITATION

ACCOUNT NUMBER: 4049624754

BRANCH CODE: 632005

NB. It is important to note the provisions of section 22(1) of the Act to the effect that no request may be processed unless a request fee is paid.

9. REMEDIES AVAILABLE IF THE PROVISIONS OF THE ACT ARE COMPLIED WITH

The Act provides for an internal appeal procedure in terms of section 74 and 75. The Minister is the relevant authority to review any decision taken by the Information Officer. An aggrieved party still has an opportunity to approach the courts if dissatisfied with the decision of the relevant authority.

10. RECORDS AUTOMATICALLY AVAILABLE IN TERMS OF SECTION 15

DESCRIPTION OF CATEGORY OF RECORDS AUTOMATICALLY AVAILABLE IN TERMS OF SECTION 15(1)(a) OF THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000	MANNER OF ACCESS TO RECORDS (e.g. website) SECTION 15(1)(b)
FOR INSPECTION IN TERMS OF SECTION 15(1)(a)(i):	
<ul style="list-style-type: none"> • Departmental Strategic plans. • Departmental Annual Performance Plan. • Service Delivery Improvement Plan. • Service Delivery Charter • Annual Report. • Audited Financial Statements • Employment Equity Reports. • Published research report. • Approved organizational structure. • Departmental File plans. • Budgets. • Departmental Acts, Regulations, policies and procedure Manuals. • Citizens report. • Promotion of Access to Information Manual. • Service Standards. • Statement of commitment. • Departmental Events Calendar. • Minister's Budget Speech • Departmental Circulars • Staff Contact details Directory • Journals and Magazines • News Letters • Water Use License 	<p>These records may be inspected at the Department on request in writing addressed to the Deputy Information Officer, Department of Water and Sanitation</p> <p>Private Bag X 313, Pretoria 0001</p> <p>Tel: 012 336 7705</p> <p>Fax: 012 336 7231</p> <p>E-Mail Address: LoseloP@dws.gov.za or visit our website www.dws.gov.za</p>

CONTINUES ON PAGE 130 - PART 2



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REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

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

<ul style="list-style-type: none"> • Water Use License Applications • Applicants' audit and compliance reports • Copies of delegated powers • Promotional materials • Batho-pele principles pamphlets • Departmental forms • Circulars of advertised posts and services 	
<ul style="list-style-type: none"> • Tender documents • Maps • CDs • Aerial Photography • Orthophotos 	<p>Records can be purchased at G17 Zwamadaka Building, 191 Francis Baard Street (Formerly Known as Schoeman Street), Pretoria.</p>
<p>FOR COPYING IN TERMS OF SECTION 15(1)(a)(ii)</p>	
<ul style="list-style-type: none"> • Departmental Strategic plans. • Departmental Annual Performance Plan. • Service Delivery Improvement Plan. • Service Delivery Charter • Annual Report. • Audited Financial Statements • Employment Equity Reports. • Published research report. • Approved organizational structure. • Departmental File plans. • Departmental Acts, Regulations, policies and procedure Manuals. • Citizens report. • Promotion of Access to Information Manual. • Service Standards. • Statement of commitment. • Departmental Events Calendar. • Minister Budget Speech • Departmental Circulars • Staff Contact details Directory • Journals and Magazines 	<p>The records may be accessed on request from the Deputy Information Officer, Department of Water and Sanitation</p> <p>Private Bag X 313, Pretoria 0001</p> <p>Tel: 012 336 7705</p> <p>Fax: 012 336 7231</p> <p>E-Mail Address:</p> <p>LoseloP@dws.gov.za or visit our website</p> <p>www.dws.gov.za</p>

<ul style="list-style-type: none"> • News Letters • Promotional materials • Batho-pele principles pamphlets • Water Use License • Water Use License Applications • Applicants' audit and compliance reports • Copies of delegated powers • Promotional materials • Batho- pele principles pamphlets • Departmental forms • Circulars of advertised posts and services 	
<p>AVAILABLE FREE OF CHARGE IN TERMS OF SECTION 15(1)(a)(iii):</p>	
<ul style="list-style-type: none"> • Journals and magazines. • News Letters. • Promotional material. 	<p>The records may be accessed on request from the Deputy Information Officer, Department of Water and Sanitation</p> <p>Private Bag X 313, Pretoria 0001</p> <p>Tel: 012 336 7705</p> <p>Fax: 012 336 7231</p> <p>E-Mail Address:</p> <p>loseloP@dws.gov.za or visit our website</p> <p>www.dws.gov.za</p>

11. AVAILABILITY OF THE MANUAL

- 11.1 The manual shall be available in places prescribed by the Legal Deposit Act, and at the offices of the South African Human Rights Commission.
- 1.2 The Manual will also be published in the government gazette and made available on the website of Department as follows: www.dws.gov.za.

12. UPDATING THE MANUAL

The manual shall be updated every twelve months period after publication. The manual will be published in three official languages.

13. CONCLUSION

This manual provides useful information of the Department to all members of public to provide assistant in exercising the constitutionally recognized right of access to information. The manual's main purpose is to promote the culture of transparency and accountability in the Department and Republic of South Africa as whole.

In presenting this manual, the Department wishes to share information with the communities it serves by promoting the Access to Information Act, 2 of 2000 (PAIA). In implementing this constitutional mandate, the Department is expected to submit an annual report to the South African Human Rights Commission, and other Stakeholders as may be required at any time.

14. Fees for records of public body as stipulated by the current regulations to the Act

The fee for reproduction, referred to in section 15(3) of the Act is as follows:

	(a)	For every photocopy of an A4-size page or part thereof:	R0.60
	(b)	For every printed copy of an A4-size page or part thereof held on a computer or in electronic or machine-readable	R0.,40
	(c)	For a copy in a computer-readable form on:	
	(i)	stiff disc	R5.00
	(ii)	compact disc	R40.00
	(d)	(i) For a transcription of visual images, for an A4-size page or part thereof:	R22.00
		(ii) For a copy of visual images	R60.00
	(e)	(i) For a transcription of an audio record, for an A4-size page or part	R12,00
		(ii) For a copy of an audio record:	R17,00
		The request fee payable by every requester, other than a personal requester, referred to in section 22(1) of the Act is:	R35.00
		The access fees payable by a requester referred to in section 22(7) of the Act, unless exempted under section 22(8) of the	

Act, are as follows:	
(a) for every fees photocopy of an A4 page or part thereof.	R0.60
(b) for every printed copy of A4-size page or part thereof held in a computer or in electronic or machine-readable format	R0.40
(i) Stiffy disk	R5.00
(i) Compact disk	R40.00
(d) For transcription of visual images-	R22.00
(i) for an A4-size page or part thereof	R60.00
(ii) for a copy of visual images	
(e) For a transaction of an audio record-	R12.00
(i) for a copy of A4-size page or part thereof	R17.00
(ii) for a copy o an audio	
(f) To search for and prepare the record for disclosure, for each hour or part of an hour, excluding the first hour, reasonably required for such search and preparation	R15.00 for each hour
(2) For purposes of section 22(2) of the PAIA, the following applies:	
(a) Six hours as the hours to be exceeded before a deposit is payable	
(b) One third of the access fee is payable as a deposit by the requester	
(3) The actual postage is payable when a copy of a record must be posted to a requester	

15. **CONTACT DETAILS INFORMATION OFFICER AND DEPUTY INFORMATION OFFICER:**

<p>INFORMATION OFFICER</p> <p>185 Francis Baard Street</p> <p>Private Bag X313</p> <p>Pretoria 0001</p>	<p>Director-General: Ms Margaret-Ann Diericks</p>	<p>Tel: (012) 336 8152</p> <p>Fax: (012) 336 8850</p> <p>Email: CentralP@dws.gov.za</p>
<p>DEPUTY INFORMATION OFFICER</p> <p>Room 316 Waterbron Building</p> <p>191 Francis Baard Street</p> <p>Private Bag X313</p> <p>Pretoria 0001</p>	<p>Chief Director-Legal Services: Mr P Loselo</p>	<p>Tel: (012) 336 7705</p> <p>Mobile: 060 537 0500</p> <p>Fax: 012 336 7231</p> <p>Email: LoseloP@dws.gov.za</p>

FORM A

REQUEST FOR ACCESS TO RECORD OF PUBLIC BODY

(Section 18(1) of the Promotion of Access to Information Act, 2000

(Act No. 2 of 2000)

[Regulation 6]

FOR DEPARTMENTAL USE

Reference number:

Request received by
name and surname of information officer/deputy information officer on

(date) at (place)

Request fee (if any): R.....

Deposit (if any): R

Access fee: R.....

.....Signature of information officer/deputy Information Officer

A Particulars of public body

The Information Officer/Deputy Information Officer:

B Particulars of person requesting access to the record

- (a) *The particulars of the person who requests access to the record must be given below.*
- (b) *The address and/or fax number in the Republic to which the information is to be sent, must be given.*
- (c) *Proof of the capacity in which the request is made, if applicable, must be attached.*

Full names and surname:

Identity number:

Postal address:

Fax number:

Telephone number:

E-mail address:

Capacity in which request is made, when made on behalf of another person:

C. Particulars of person on whose behalf request is made

This section must be completed ONLY if a request for information is made on behalf of another person.

Full names and surname:

Identity number:

D. Particulars of record

(a) *Provide full particulars of the record to which access is requested, including the reference number if that is known to you, to enable the record to be located.*

(b) *If the provided space is inadequate, please continue on a separate folio and attach it to this form.*

The requester must sign all the *additional* folios.

1 Description of record or relevant part of the record:

2 Reference number, if available:

3 Any further particulars of record:

E. Fees

(a) *A request for access to a record, other than a record containing personal information about yourself, will be processed only after a request fee has been paid.*

(b) *You will be notified of the amount required to be paid as the request fee.*

(c) *The fee payable for access to a record depends on the form in which access is required and the reasonable time required to search for and prepare a record.*

(d) *If you qualify for exemption of the payment of any fee, please state the reason for exemption.*

Reason for exemption from payment of fees:

F. Form of access to record

If you are prevented by a disability to read, view or listen to the record in the form of access provided for in 1 to 4 below, state your disability and indicate in which form the record is required.

<u>Disability:</u>		Form in which record is required:	
Mark the appropriate box with an X.			
NOTES:			
(a) Compliance with your request for access in the specified form may depend on the form in which the record is available.			
(b) Access in the form requested may be refused in certain circumstances. In such a case you will be informed if access will be granted in another form.			
(c) The fee payable for access to the record, if any, will be determined partly by the form in which access is requested.			
1. If the record is in written or printed form:			
<input type="checkbox"/>	copy of record*	<input type="checkbox"/>	inspection of record
2. If record consists of visual images - (this includes photographs, slides, video recordings, computer-generated images, sketches, etc:			
<input type="checkbox"/>	view the images	<input type="checkbox"/>	transcription of the images*
<input type="checkbox"/>	copy of the images*	<input type="checkbox"/>	transcription of the images*
3. If record consists of recorded words or information which can be reproduced in sound:			
<input type="checkbox"/>	listen to the soundtrack (audio cassette)	<input type="checkbox"/>	transcription of soundtrack* (written or printed document)
4. If record is held on computer or in an electronic or machine-readable form:			
<input type="checkbox"/>	printed copy of record'	<input type="checkbox"/>	copy in computer readable form* (stiffy or compact disc)
<input type="checkbox"/>	printed copy of information derived from the record*	<input type="checkbox"/>	copy in computer readable form* (stiffy or compact disc)
*If you requested a copy or transcription of a record (above), do you wish the copy or transcription to be posted to you?		YES	NO
Postage is payable.			
Note that <i>if</i> the record is not available in the language you prefer, access may <i>be granted</i> in the language in <i>which</i> the record is available.			
In which language would you prefer the record?			

G. Notice of decision regarding request for access

You will be notified whether your request has been approved/denied. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.

How would you prefer to be informed of the decision regarding your request for access to the record?

Signed at thisday of..... 20

SIGNATURE OF REQUESTER 1 PERSON ON

WHOSE BEHALF REQUEST IS MADE

FORM B**NOTICE OF INTERNAL APPEAL**

(Section 75 of the Promotion of Access to Information Act 2000 (Act No. 2 of 2000))

[Regulation 8]

STATE YOUR REFERENCE NUMBER:

A. Particulars of public body

The Information Officer/Deputy Information Officer:

B. Particulars of requester/third party who lodges the internal appeal

- (a) The particulars of the person who lodge the internal appeal must be given below.
- (b) Proof of the capacity in which appeal is lodged, if applicable, must be attached.
- (c) If the appellant is a third person and not the person who originally requested the information, the particulars of the requester must be given at C below.

Full names and surname:

Identity number:

Postal address:

Fax number:

Telephone number:

E-mail address:

Capacity in which an internal appeal on behalf of another person is lodged:

C. Particulars of requester

This section must be completed ONLY if a third party (other than the requester) lodges the internal appeal.

Full names and surname:

Identity number:

D. The decision against which the internal appeal is lodged

<i>Mark the decision against which the internal appeal is lodged with an X in the appropriate box:</i>	
<input type="checkbox"/>	Refusal of request for access
<input type="checkbox"/>	Decision regarding fees prescribed in terms of section 22 of the Act
<input type="checkbox"/>	Decision regarding the extension of the period within which the request must be dealt
<input type="checkbox"/>	Decision in terms of section 29(3) of the Act to refuse access in the form requested by
<input type="checkbox"/>	Decision to grant request for access

E. Grounds for appeal

If the provided space is inadequate, please continue on a separate folio and attach it to this form. You must sign all the additional folios.

State the grounds on which the internal appeal is based:

State any other information that may be relevant in considering the appeal:

F. Notice of decision on appeal

You will be notified in writing of the decision on your internal appeal. *If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.*

State the manner:

Particulars of manner:

Signed at.....thisday of 20

SIGNATURE OF APPELLANT

FOR DEPARTMENTAL USE:
OFFICIAL RECORD OF INTERNAL APPEAL

Appeal received on

..... (date) by

(state rank, name and surname of information officer/deputy information officer).

<p>Appeal accompanied by the reasons for the information officer's/deputy information officer's decision and, where applicable, the particulars of any third party to whom or which the record relates, submitted by the information officer/deputy information officer on (date) to the relevant authority.</p> <p>OUTCOME OF APPEAL:</p> <p>DECISION OF INFORMATION OFFICER/DEPUTY INFORMATION OFFICER CONFIRMED/NEW DECISION SUBSTITUTED</p> <p>NEW DECISION:</p> <p>.....DATE</p> <p>RELEVANT AUTHORITY</p> <p>RECEIVED BY THE INFORMATION OFFICER/DEPUTY INFORMATION OFFICER FROM THE RELEVANT AUTHORITY ON (date):</p>

DEPARTEMENT VAN WATER EN SANITASIE

NO. R. 792

01 JULIE 2016

**BEVORDERING VAN TOEGANG TOT
INLIGTING
HANDLEIDING**

**SAAMGESTEL IN VOLDOENING MET
ARTIKEL 14 VAN
DE WET OP BEVORDERING VAN
TOEGANG TOT
INLIGTING (WET 2 VAN 2000)**

2016

1. INLEIDING

Hierdie handleiding is saamgestel in ooreenstemming met die Wet op Bevordering van Toegang tot Inligting, 2000 (Wet No. 2 van 2000) (die Wet). Die Wet bepaal dat 'n Openbare Liggaam moet besonderhede van rekords, gehou deur so Openbare liggaam, verskaf, sodat enige versoek om inligting geakkommodeer kan word.

Die besonderhede van die rekords wat deur 'n Openbare Liggaam gehou word vervat in 'n boek wat algemeen bekend as 'n handleiding. Die handleiding het betrekking tot die rekords deur die Openbare Liggaam gehou. Die rekords gehou, het betrekking tot die besigheid / funksies van elke besigheidseenheid. Om te onderskei tussen die besigheid / funksies van elke eenheid, word die rekords van elke eenheid anders genommer. Elke rekord het ook 'n beskikkingsfunksie.

Afgesien van rekords (lêers), bevat die handleiding ook inligting oor die adresse van die Hoof van die Openbare Liggaam en ook die naam van elke eenheid in die openbare liggaam, hulle funksies sowel as 'n lys van al die rekords wat deur die openbare liggaam gehou word.

Die Handleiding bevat ook inligting van die aangewese Inligtingsbeampte en Adjunk-Inligtingsbeampte wat verantwoordelik is vir die hantering van al die aansoeke wat gemaak word om toegang tot inligting, sowel as die naam van elke program en sy kernfunksie en 'n lys van al die rekords wat deur die Departement van Waterwese en Sanitasie gehou word.

2. MANDAAT

2.1 VISIE

Die visie van die Departement is:

Om volhoubare water en waardige sanitasie vir almal te voorsien.

2.2 MISSIE

Die missie van die Departement is:

Om waardigheid, gelykheid, sosiale-ekonomiese ontwikkeling en ekologiese volhoubaarheid te verseker deur effektiewe en doeltreffende bestuur van die land se waterhulpbronne en sanitasiedienste.

2.3 WAARDES

Die waardes van die Departement is:

- Respek
- Effektiwiteit, doeltreffendheid
- Service georiënteerdheid
- Professionaliteit
- Etiese gedrag (Eerlikheid, Integriteit)
- Sorgsame organisasie (Leerorganisasie, Innovasie)
- Deursigtigheid

3. DEPARTEMENT WETGEWENDE MANDAAT

Die Wetgewende mandaat van die Departement poog om te verseker dat die land se waterhulpbronne beskerm, bestuur, gebruik, ontwikkel, bewaar, en beheer word deur die regulering en die ondersteuning van die lewering van effektiewe watervoorsiening en sanitasie. Dit word gedoen in ooreenstemming met die vereistes van die water-verwante beleide en wetgewing wat van kritieke belang is in die lewering van die reg van toegang tot voldoende voedsel en water, die transformasie van die ekonomie en die uitwissing van armoede.

Die besigheid van die Departement word ingelig deur die volgende sleutel-wetgewende raamwerke:

- **Die Grondwet van die Republiek van Suid-Afrika**

Die Grondwet stel waterbronne bestuur as 'n nasionale bevoegdheid. Dit bepaal ook dat almal die reg het tot 'n omgewing wat nie skadelik vir hul gesondheid of welstand is nie en ondersteun sosiaal-regverdigbare ekonomiese ontwikkeling.

Die Grondwet dui die regte van individuele toegang tot basiese water en Sanitasie aan en sit die institusionele raamwerk vir die voorsiening van hierdie dienste uiteen.

Dit gee munisipaliteite die uitvoerende gesag en die reg om die voorsiening van waterdienste binne hul regsgebiede te administreer. Die Grondwet gee die nasionale en provinsiale regering gesag om plaaslike regering te reguleer in terme van waterdienste. Dit gee hulle verder die verpligting om die kapasiteit van plaaslike regering te ondersteun en te versterk om dienste te verskaf.

- **Die Nasionale Waterwet, 1998 (Wet No. 36 van 1998)**

Die Nasionale Waterwet poog om te verseker dat die land se waterhulpbronne beskerm, gebruik, ontwikkel, bewaar, bestuur en beheer word in 'n volhoubare en billike wyse tot die voordeel van alle mense. Hierdie Wet ken die nasionale regering as die kurator van die waterhulpbronne toe. Waargeneem deur die Minister, het dit die mag om die toekenning, gebruik, vloei en beheer van alle water in die Republiek te reguleer.

- **Die Wet op Waterdienste, 1997 (Wet No. 108 van 1997)**

Die Wet op Waterdienste skryf die wetgewende plig van munisipaliteite voor, soos waterdiensowerhede om water en sanitasie te voorsien volgens nasionale norme en standaarde. Verder reguleer dit Waterrade so belangrike waterdiensverskaffers. Hierdie wet verplig die Minister om 'n Nasionale Waterdiens-inligtingstelsel te handhaaf en om die prestasie van alle waterdienste-instellings te monitor.

Tans word die voorsiening van sanitasie gereel deur die Strategiese Raamwerk op Waterdienste (2003) en die Wet op Waterdienste. Die Departement se mandaat is om Nedersettings te ontwikkel en aan die ander kant dryf dit die sanitasiebeleid-hersieningsproses wat sal lei tot die uitklaring van rolle en verantwoordelikhede ten opsigte van sanitasie.

- **Wet op Watervorsing, 1971 (Wet No. 34 van 1971)**

Hierdie Wet het die Watervorsingskommissie en die Watervorsingsfonds tot stand gebring en bevorder sodoende waterverwante navorsing. Die Minister stel die lede van die Watervorsingskommissie (die Kommissie) aan en voer dus uitvoerende toesig oor die Kommissie uit.

4. ARTIKEL 10 GIDS VAN SUID-AFRIKAANSE MENSEREGTEKOMMISSIE (SAMRK) OOR HOE OM DIE WET TE GEBRUIK

Die SAMRK het in terme van artikel 10 van die Wet 'n gids saamgestel oor die gebruik van die Wet. Die Artikel 10 gids is beskikbaar by alle departementele kantore en ook beskikbaar by die kantore van SAMRK. Rig asseblief u navrae aan:

Die Suid-Afrikaanse Menseregtekommissie

PAIA Eenheid

Die Departement Navorsing en Dokumentasie

Privaatsak X 2700

Houghton

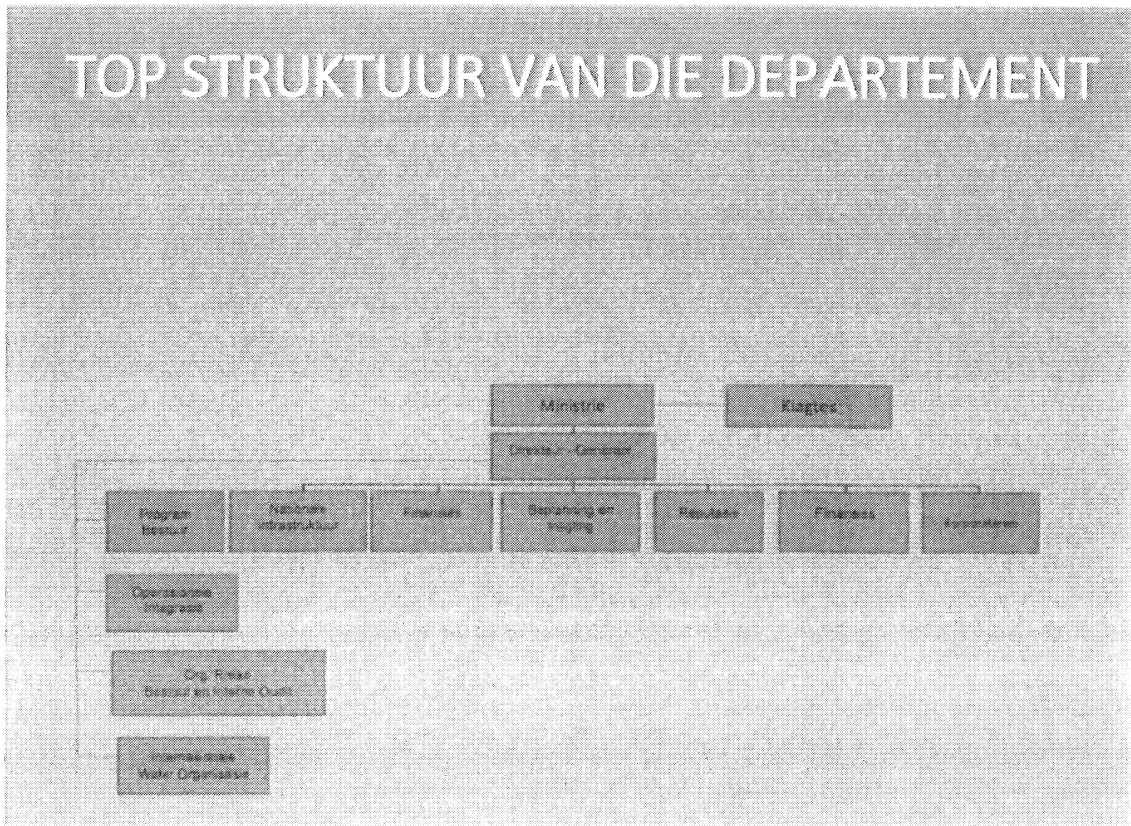
2014

Telefoon: 011 877 3750

Faks: 011 403 0668

E-pos: PAIA@sahrc.org.za

5. ORGANOGRAM VAN DIE DEPARTEMENT



6. PROGRAMME VAN DIE DEPARTEMENT

Program 1: Administrasie

Doel: Om beleidsleierskap, raad en ondersteuning kern dienste te voorsien, insluitend finansies, menslike hulpbronne, wetlike, IKT en bestuursdienste, kommunikasie, en korporatiewe beplanning.

Program 2: Waterbeplanning en Inligting

Doel: Om te verseker dat die land se water beskerm, gebruik, ontwikkel, behou, bestuur en beheer word in 'n volhoubare wyse tot voordeel van alle mense en die omgewing deur die ontwikkeling van 'n kennisbasis en implementering van effektiewe beleide, prosedures en geïntegreerde beplanningstrategieë vir beide waterhulpbronne en waterdienste.

Program 3: Water-infrastruktuurontwikkeling

Doel: Die ontwikkeling, rehabilitering en opknapping van rou waterhulpbronne en waterdienste-infrastruktuur om die sosio-ekonomiese en omgewingsfaktore behoeftes van Suid-Afrika te bevredig.

Program 4: Water en Sanitasiedienste

Doel: Die ontwikkeling, rehabilitering en opknapping van rou waterhulpbronne en waterdienste-infrastruktuur om die sosio-ekonomiese en omgewingsfaktore behoeftes van Suid-Afrika te bevredig.

Program 5: Watersektor-regulering

Doel: Om die ontwikkeling, implementering, monitering en hersiening van regulasies oor die water voorsieningsketting in ooreenstemming met die bepalings van die Nasionale Waterwet (1998) en Wet op Waterdienste (1997) te verseker

Program 6: Water Handelsentiteit

Doel: Verseker die doeltreffende bestuur van die daaglikse finansiële bedrywighede, prosesse en stelsels vir die infrastruktuur en proto-CMA komponente

7. VERSOEK-PROSEDURE

7.1 Telefoniese versoeke:

Telefoniese versoeke word verbied deur die Wet. Enige sodanige versoek aan die Inligtingsbeampte of Adjunk-Inligtingsbeampte by die telefoonnommer wat in hierdie handleiding gegee word sal aangespreek word, tensy die Inligtingsbeampte of die Adjunk-Inligtingsbeampte, moet Vorm A ingevul word.

7.2 Vrywillige Toegang in terme van artikel 15 (1) van die Wet:

Inligting wat outomaties beskikbaar is, dus sonder om te **VORM A** te voltooi en die betaling van die aansoeker se sal beskikbaar gestel word óf by die kantore van die Departement of in die wyse van versoek, sou dit redelik en moontlik wees. Die wyse van toegang sal insluit:

- (a) Insaes met kopiëring van materiaal, indien nodig, en op die voorgeskrewe fooi vir afskrifte;
- (b) Toegang tot visuele, oudiovisuele materiaal met transkripsie, oorklanking of kopiëring of beide, indien nodig.

7.3 Artikel 14 (1) (d) versoeke

'n Versoeker moet toegang tot 'n rekord van die Departement gegee word indien:

- (a) Die versoeker voldoen aan al die prosedurele vereistes in die Wet met betrekking tot die versoek om toegang tot daardie rekord; en
- (b) Toegang tot die rekord word nie geweier word op grond van enige weiering genoem in die Wet nie.

7.4 Aard van die versoek

- (a) 'n Versoeker moet die vorm soortgelyk aan die gedrukte een in die Staatskoerant (Goewermentskennisgewing R 187-15 Februarie - VORM A) voltooi, wat aan die einde van hierdie Handleiding aangeheg is.
- (b) Die aansoeker moet die vorm of wyse van toegang verlang, aandui soos in artikel 29 van die Wet voorgeskryf.
- (c) Die Departement sal poog om toegang in die manier versoek te gee, tensy dit sou inmeng met die gladde verloop van die Departement.
- (d) Die gee van toegang sal behoorlike oorweging skenk aan die behoud van die materiaal, skending van kopiereg en versoek of toegangsfooie soos voorgeskryf moet voorgeskryf word voordat 'n versoek verwerk word en, soek en voorbereidingsgelde is ook betaalbaar voordat toegang verleen word.
- (e) 'n Aansoeker, wat nie kan lees of skryf nie of hulp benodig met die voltooiing van 'n aansoekvorm, mag die versoek mondeling maak en die Adjunk-Inligtingsbeampte word verplig om met so 'n versoek te help.
- (f) Indien die inligtingsbeampte versuim om 'n besluit te neem oor 'n versoek om rekords binne 30 dae van ontvangs van sodanige versoek of na die verstryking van 'n verlenging van 'n 30 dae tydperk, word sodanige mislukking geag as weiering.

7.5 Beuselagtige of kwelsugtige versoeke of wesenlike en onredelike afleiding van hulpbronne

Die Inligtingsbeampte mag 'n versoek om toegang tot 'n rekord weier indien:

- (a) Die versoek duidelik beuselagtig of kwelsugtig is;
- (b) Die werk wat betrokke is in die verwerking van die versoek sou aansienlik en onredelik lei tot die afleiding van hulpbronne van die Departement.

7.6 Verpligte openbaarmaking in die belang van die publiek

Ondanks enige ander bepaling van PAIA, moet die Inligtingsbeampte 'n versoek om toegang tot 'n rekord toestaan indien:

(a) Die openbaarmaking van die rekord bewys sou openbaar van

- 'n Wesenlike oortreding van, of versuim om te voldoen aan die wet; of
- 'n Dreigende en ernstige openbare veiligheids- of die omgewingrisiko; en

(b) die openbare belang in die openbaarmaking van die rekord duidelik swaarder weeg as die skade oorweeg in die betrokke bepaling.

7.7 Rekords wat nie gevind kan word of nie bestaan nie

As alle redelike stappe geneem is om 'n rekord te vind en daar is redelike gronde om te glo dat die rekord in die Departement se besit is, maar verlore of beskadig is of nie bestaan nie, dan moet die Inligtingsbeampte by wyse van 'n beëdigde verklaring die aansoeker in kennis stel dat dit nie moontlik is om toegang tot daardie rekord te verkry nie.

Die beëdigde verklaring moet 'n volledige verslag gee van al die stappe geneem om die betrokke rekord te vind of om te bepaal of die rekord bestaan, insluitende kommunikasie met elke persoon wat die soektog namens die inligtingsbeampte uitgevoer het.

8. BETALING VAN GELDE IN TERME VAN DIE VERSOEK

8.1 Persoonlike versoek

Enigiemand wat inligting met betrekking tot haarself / homself soek, word 'n persoonlike aansoeker genoem en is vrygestel van die aansoeker se fooie

8.2 Versoeker

Die versoekgelde betaalbaar aan enige openbare liggaam is R35.00 soos voorgeskryf deur die Regulasies van die Wet. Daarbenewens, indien enige afskrifte of transkripsies versoek word, sal fooie gehef word volgens die fooistruktuur soos voorgeskryf deur die Regulasies en die Inligtingsbeampte / Adjunk Inligtingsbeampte mag fooie hef vir die tyd gespandeer op die verwerking van die versoek.

8.3 Betalingsmetode

Elke aansoeker, wat nie 'n persoonlike versoeker is nie, moet die vereiste fooi betaal. Die aansoeker moet die versoekfooi in die Departement se bankrekening deponeer. Die bewys van die depositostrokke moet aan die Departement se Adjunk-Inligtingsbeampte gestuur word voordat enige versoek verwerk kan word. Die besonderhede van die bankrekening van die Departement is soos volg:

BANK: ABSA

REKENINGHOUER: DEPARTEMENT VAN WATER EN SANITASIE

REKENINGNOMMER: 4049624754

TAKKODE: 632005

<ul style="list-style-type: none"> • Afskrifte van gedelegeerde magte. • Promosiemateriaal. • Batho-Pele beginselpamflette. • Departementele vorms. • Omsendbriewe van geadverteerde poste en dienste. 	
<ul style="list-style-type: none"> • Tender dokumente • Kaarte • CDs • Lugfotografie • Ortofoto's 	<p>Rekords kan gekoop word by G17 Zwamadaka gebou, 191 Francis Baard Straat (voorheen bekend as Schoeman Straat), Pretoria.</p>
VIR DIE KOPIËRING INGEVOLGE ARTIKEL 15 (1) (A) (II)	
<ul style="list-style-type: none"> • Departementele Strategiese planne. • Departementele Jaarlikse Prestasieplan. • Diensleweringsverbeteringsplan. • Diensleweringshandves. • Jaarverslag. • Geouditeerde finansiële state. • Indiensnemingsgelykheidsverslae. • Gepubliseer navorsingsverslag. • Goedgekeurde organisatoriese struktuur. • Departementele lêer planne. • Begrotings. • Departementele wette, regulasies, beleide en prosedurehandleidings. • Burgersverslag. • Bevordering van Toegang tot Inligting Handleiding. • Diensstandaarde. • Staat van toewyding. • Departementele Kalender. • Minister se Begrotingsrede. • Departementele omsendbriewe. • Personeel Kontakbesonderhede Gids. • Tydskrifte . • Nuusbriewe. • Watergebruiklisensie. • Watergebruiklisensie Aansoeke. • Oudit en nakoming verslae van aansoekers . • Afskrifte van gedelegeerde magte. • Promosiemateriaal. • Batho-Pele beginselpamflette. • Departementele vorms. • Omsendbriewe van geadverteerde poste en dienste. 	<p>Toegang tot die rekords kan verkry word op versoek van die Adjunk-Inligtingsbeampte,</p> <p>Departement van Water en sanitasie</p> <p>Privaatsak X 313, Pretoria 0001 Tel: 012 336 7705 Faks: 012 336 7231 E-pos adres: LoseloP@dws.gov.za of besoek ons webwerf: www.dws.gov.za</p>
GRATIS BESIKBAAR INGEVOLGE ARTIKEL 15 (1) (a) (iii):	

<ul style="list-style-type: none"> • Tydskrifte. • Nuus Briewe. • Promosiemateriaal. 	<p>Toegang tot die rekords kan verkry word op versoek van die Adjunk-Inligtingsbeampte,</p> <p>Departement van Water en sanitasie</p> <p>Privaatsak X 313, Pretoria 0001 Tel: 012 336 7705 Faks: 012 336 7231 E-pos adres: LoseloP@dws.gov.za of besoek ons webwerf: www.dws.gov.za</p>
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11. BESKIKBAARHEID VAN DIE HANDLEIDING

11.1 Die handleiding sal beskikbaar wees in plekke soos voorgeskryf deur die Wet op Pliglewering en by die kantore van die Suid-Afrikaanse Menseregtekommissie.

11.2 Die handleiding sal ook beskikbaar gestel word op die webwerf van die Departement as volg: www.dws.gov.za.

12. BYWERKING VAN DIE HANDLEIDING

Die handleiding sal elke twaalf maande na publikasie opgedateer word. Die handleiding sal in drie amptelike tale gepubliseer word.

13. AFSLUITING

Hierdie handleiding verskaf nuttige inligting van die Departement aan al die lede van die publiek om bystand te voorsien in die uitvoering van die Grondwetlik erkende reg van toegang tot inligting. Die hoofdoel van die handleiding is om die kultuur van deursigtigheid en aanspreeklikheid te bevorder in die Departement en Republiek van Suid-Afrika as geheel.

In die aanbieding van hierdie handleiding, wil die Departement inligting deel met die gemeenskappe wat dit dien deur die bevordering van die Wet op Toegang tot Inligting, 2 van 2000 (PAIA). In die uitvoering van hierdie grondwetlike mandaat, word die Departement verwag om 'n jaarverslag aan die Suid-Afrikaanse Menseregtekommissie voor te lê, en ander Belanghebbendes te eniger tyd soos versoek mag word.

14. Gelde vir rekords van openbare liggaam soos bepaal deur die huidige regulasies van die Wet

Die gelde vir reproduksie, in artikel 15 (3) van die Wet is soos volg:

(a)	Vir elke afskrif van 'n A4-gootte bladsy of deel daarvan	R0.60
(b)	Vir elke gedrukte afskrif van 'n A4-grootte bladsy of deel daarvan wat op 'n rekenaar of in elektroniese of masjienleesbare formaat	R0.40
(c)	Vir 'n kopie in rekenaarleesbare formaat op:	
	(i) stiffie	R5.00
	(ii) kompakskyf	R40.00
(d)	(i) Vir 'n transkripsie van visuele beelde, vir 'n A4-grootte bladsy of gedeelte	R22.00

	daarvan	
	(ii) Vir 'n afskrif van visuele beelde	R60.00
(e)	(i) Vir 'n transkripsie van 'n oudiorekord, vir 'n A4-grootte bladsy of deel	R12.00
	(ii) Vir 'n kopie van 'n oudiorekord	R17.00
	Die versoekgelde betaalbaar deur elke versoeker, behalwe 'n persoonlike versoeker, waarna in artikel 22 (1) van die Wet is	R35.00
	Die toegangsgelde betaalbaar deur 'n versoeker verwys na in artikel 22 (7) van die Wet, tensy vrygestel ingevolge artikel 22 (8) van die Wet, is soos volg:	
	(a) Vir elke afskrif van 'n A4-gootte bladsy of deel daarvan	R0.60
	(b) Vir elke gedrukte afskrif van 'n A4-grootte bladsy of deel daarvan wat op 'n rekenaar of in elektroniese of masjienleesbare formaat	R0.40
	(iii) stiffie	R5.00
	(iv) kompakskyf	R40.00
(d)	(i) Vir 'n transkripsie van visuele beelde, vir 'n A4-grootte bladsy of gedeelte daarvan	R22.00
	(ii) Vir 'n afskrif van visuele beelde	R60.00
(e)	(i) Vir 'n transkripsie van 'n oudiorekord, vir 'n A4-grootte bladsy of deel	R12.00
	(ii) Vir 'n kopie van 'n oudiorekord	R17.00
(f)	Om te soek en die rekord voor te berei vir bekendmaking, vir elke uur of gedeelte van 'n uur, uitgesluit die eerste uur, wat redelikerwys nodig is vir sodanige soektog en voorbereiding	R15.00 vir elke uur
	(2) Vir doeleindes van artikel 22 (2) van die PAIA, is die volgende van toepassing:	
	(a) Ses ure as die ure wat oorskry moet word voordat 'n deposito betaalbaar is	
	(b) Een derde van die toegangsfooi is betaalbaar as 'n deposito deur die aansoeker	
	(3) Die werklike posgeld is betaalbaar wanneer 'n afskrif van 'n rekord gepos moet word aan 'n aansoeker	

15. KONTAKBESONDERHEDE: INLIGTINGSBEAMPTTE EN ADJUNK- INLIGTINGSBEAMPTTE

INLIGTINGSBEAMPTTE 185 Francis Baard Street Privaatsak X313 Pretoria 0001	Direkteur-generaal: Me Margaret-Ann Diedricks	Tel: (012) 336 8152 Faks: (012) 335 8850 E-pos: CentralP@dws.gov.za
ADJUNK-INLIGTINGSBEAMPTTE 191 Francis Baard Street Privaatsak X313 Pretoria 0001	Hoofdirekteur-Regsdienste: Mnr P Loselo	Tel: (012) 336 7705 Faks: 012 336 7231 E-pos: LoseloP@dws.gov.za

**TLHATLOSETLAGODIMO YA
TETLELOSEGO TAELO
TIRISO YA TSHEDIMOSEGO**

**RULAGANTSWE KA TUMELLANO LE
KAROLO 14 YA MOLAO**

**WA TLHATLOSETLAGODIMO YA
TETLELOSEGO KAELO TIRISO YA
TSHEDIMOSEGO (MOLAO 2 WA 2000)**

2016

1. SELELEKELA

Ena bukana e se e hlophiswa ka ho ya ka Molao wa Kgothaletso ya phihlelo ya Tlhahisoleseding, 2000 (Molao wa No. 2 wa 2000) (Molao). Molao o eletsa hore mokhatlo o busang o tlameha ho fana ka dintlha tsa direkoto tse tshwerweng ke o joalo mokhatlo e le hore leha e le efe kopo ya tlhahisoleseding e ka fiwa.

Dintlha tse tsa direkoto tse tshwerweng ke mokgatlo o busang, e kenstwe bukeng e tsejoang ka buka ea ditaelo. Bukana e e re bolella ka direkoto tse tshwerweng ke mokgatlo o busang. Direkoto tsena di amana le kgwebo / tshebetso ya enngwe le enngwe yuniti ya kgwebo. Ho hlahisa phapang pakeng ea kgwebo / tshebetso ya enngwe le enngwe yuniti, direkoto tsa yuniti enngwe le enngwe e badiloe ka tsela e fapaneng. Nngwe le e nngwe rekoto e na le mosebetsi wa ho tlosa.

Ntle le ho direkoto (difaele), bukana boetse e na le tlhahisoleseding e mabapi le liaterese tsa Hlooho ea ya mokgatlo o busang le leina la yuniti enngwe le enngwe ya mokgatlo o busang, mesebetsi ya yona hammoho le lenaane la ditlhogwana tsotlhe tsa direkoto tse tshwerweng ke mokgatlo o busang.

Bukana e boetse e na le tlhahisoleseding tsa mohlanka o khethiloeng le batlatsi ba mohlanka ba ba na le boikarabelo ba ho sebetsana le tsohle ditshebediso tse e dirilweng tsa phihlelelo ya tshedimoso mmogo le lebitso la lenaneo le leng le leng le tirokgolo ya le lenaane la ditlhogwana tsotlhe tsa direkoto tse tshwerweng ke Lefapha la Metsi le Kgeleloleswe.

2. Taelo

2.1 Tjhebelopele

Setatementsa sa tjhebelopele ya lefapha ke:

Ho fana ka metsi le tsamaiso ya dikgwerekgwere e tswelang e nang le seriti bakeng sa bohle.

2.2 Mosebetsi

Mosebetsi o moholo wa Lefapha ke:

Ho etsa bonnete ba ho hlompheha, tekatekano, kago ya setjhaba tlhabololo ya ikonomi le ikholoji ee ka tswelolang ka ka katleho le ka tsela e atlehileng ho tsamaisa ditshebeletso tsa ditlamelo tsa metsi le kgeleloleswe tsa sechaba.

2.3 Melao ea Boitšoaro

Melao ea boitšoaro ya Lefapha ke:

- Tlhompho
- Katleho,
- Tšebeletso tse sekametseng
- Botsebi
- Boitshwaro boitshwaro jwa bone (ho tšepahala, Botšepahi)
- Ba tsotellang mokhatlo o hlophisitsoeng (Ho lthuta, Mokhatlo, Boitshimololeli)
- Ho sebeletsa pepeneneng

3. Lefapha lekgotla le etsang molao taelo

Lefapha lekgotla le etsang molao taelo, le batla ho etsa bonnete ba hore ditlamelo tsa metsi tsa naha disirelelitsoe, tsamaiswe, sebediswe, tlhabololwe, baballa, laoloa ka ho laola le ho tšehetsa ho tlišoa ka katleho phepele ya metsi le kgeleloleswe. Sena se etsoa ka ho ya ka ditlhokego tsa metsi tse amanang le dipholisi tsa lekgotla le etsang molao e leng tse mahlonoko tseo, ho fana ditshwanelo tsa batho tsa phihlelo ka bongata dijo le metsi ka ho fetola ikonomi le ho fedisa bofutsana.

Kgwebo ya Lefapha e tsebisoa ke tse latelang ka sehloohong lekgotla le etsang molao moralo wa:

• **The Molao wa Motheo wa Rephaboliki ya Afrika Borwa**

Molao wa Motheo o fana ka taolo ya ditlamelo tsa metsi jwale ka bokgoni ba naha. E boetse e e bolela hore batho bohle ba na le tokelo ya tikoloho e seng kotsi bophelong ba bona kapa boiketlong le loagong le amohelehang la moruo tlhabololo. Molao wa Motheo o bontša ditokelo tsa motho ka mong ya ho ba le tsa motheo tsa metsi le kgeleloleswe o fana ka ya setheo moralo bakeng sa tokisetso ea ditshebeletso tsena. E fana ka bomasepala bolaodi ba phethahatso le tokelo ya tsamaiso ya ho fana ka metsi ditshebeletso tsa ka hare ho bona dibakeng tse tlasa taolo. Molao wa Motheo o fana ka matla ho muso wa naha le di provense ho laola mmuso wa selehae ka diphelelo tsa ditshebeletso tsa metsi. E boetse e ba fa boikarabelo ba ho tshehetsa le ho matlafatsa bokgoni ba mmuso wa selehae ho fana ka ditshebeletso.

• **Molao wa Naha wa Metsi , 1998 (Molao wa No. 36 wa 1998)**

Molao wa naha wa Metsi o batla ho etsa bonnete ba hore ditlamelo tsa metsi tsa naha disirelelitsoe, tsamaiswe, sebediswe, thabololwe, baballa, laoloa le eho tsamaiswa ka tsela e tswelang le ka mokgwa oo lekalekaneng oo molemong oa batho bohle. Molao ona o abela mmuso wa naha ya ka motlhokomedi wa ditlamo tsa metsi. O etsa dilo ka Letona, o na le matla a ho laola kabo, ho sebedisa, phallo le ho laolwa ha metsi ohle a Rephaboloki.

• **Molao wa Naha wa Metsi, 1997 (Molao wa No. ya 108 ya 1997)**

Moalo wa tshebeletso wa metsi o fana ka molao matla ho bomasepala ho sebetsa joaloka ba boholong ba tsamaiso ya tšhebeletso ea metsi hore ba fa metsi le kgeleloleswe ka ditlwaelo le maemo a naha. Ho dimma moo, e laola di Boto tsa Metsi jwalo ka bafani ba ditshebeletso. Molao ona o tlama Letona hore le dula tsamaiso ya tshedimoseletso ya tšhebeletso ya metsi ya naha le ho beha leihlo tshebetso ya ditheo kaofela tsa metsi.

Hona joale, tokisetso ea tsamaiso ya kgeleloleswe e laoloa ke Strategic framework on Water Services (2003) le Molao wa tshebeletso ya Metsi. Taelo ea Lefapha, ke ho ntshetsa pele tharollo ka lehlakoreng le leng e kganne le tshepetso ya tekolo tsamaiso ya pholisi e leng se tla fella a le tlhakisetsa ya dikarolo le boikarabelo mabapi le kgeleloleswe.

• **Molao wa Metsi wa patlisiso, 1971 (Molao wa No. 34 of 1971)**

Molao ona o thehile Khomishene ya paltisiso ya Metsi le ea Letole le Batlisisang Metsi dikhothalletsa patlisiso e amanang le metsi. Letona ke yena ya thonyang ditho tsa Khomishene ya paltisiso ya Metsi (Khomishene) me kahoo o sebedisa matla a phethahatso e hlokometseng Khomishene.

4. KAROLO EA 10 Tataiso ya Khomishene ya Ditokelo Tsa Botho Afrika Borwa ya (SAHRC) HORE O SEBEDISA MOLAO JOANG

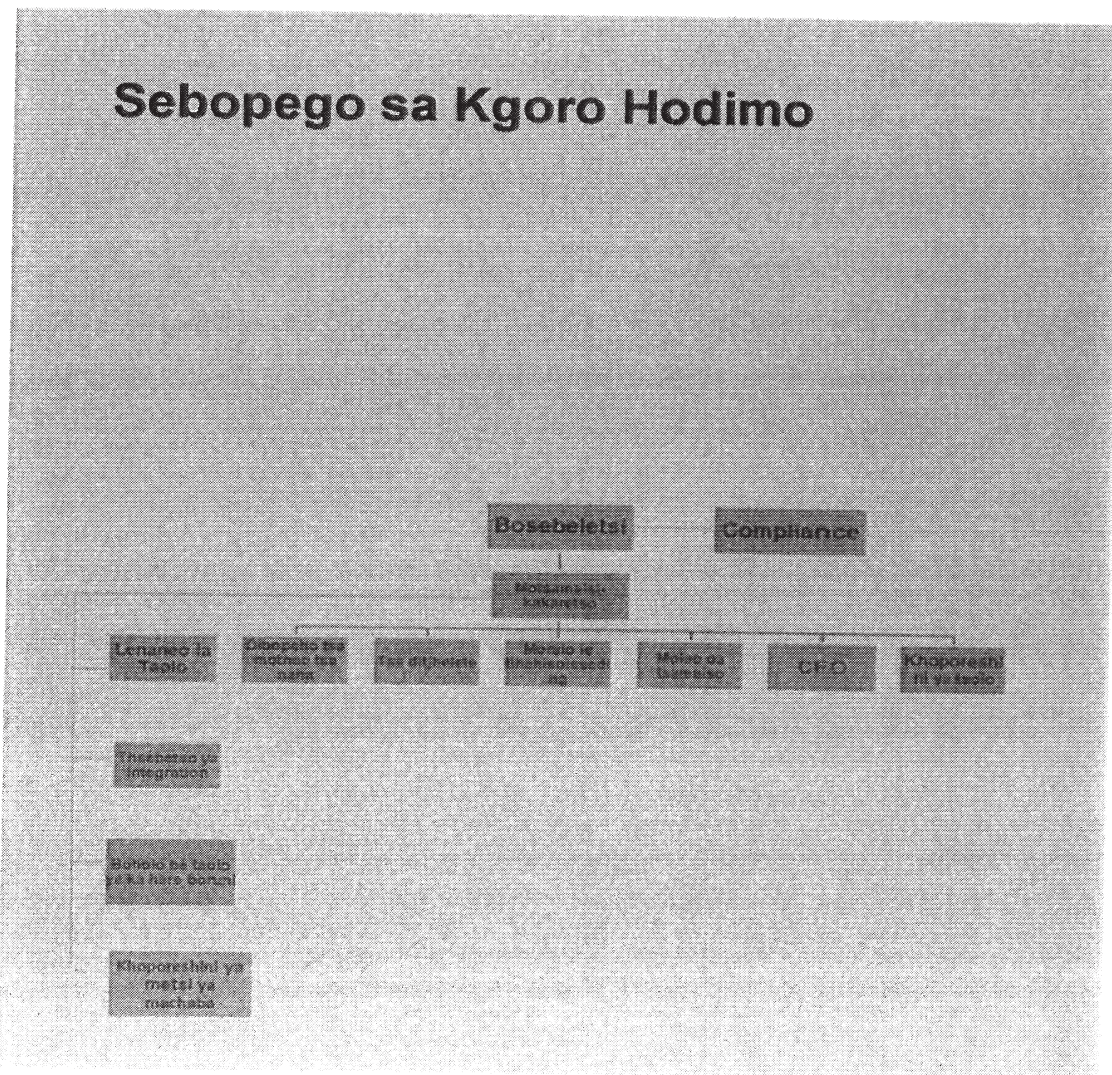
The SAHRC o na le ka dipehelo tsa karolo 10 ya Molao e hlophiswa tataiso tabeng ea ho sebelisa tsa Molao. The Karolo ya 10 tataisa e fumaneha ho hang lefapha la diofisi le fumaneha hape le diofising tsa SAHRC. O kotjwa hore o a tsamaisa dipotso ho:

**Khomishene ya Ditokelo tsa Botho Ya Afrika Borwa
PAIA Unit**

The Research le Lefapha ditokomane
 Private Bag X 2700
 Houghton
 2014

Telephone: 011 877 3750
 Fax: 011 403 0668
 Email: PAIA@sahrc.org.za

5. ORGANOGRAM ya Lefapha



6. Mananeo a Lefapha

Lenaneo 1: Tsamaiso

Morero: Ho fana ka pholisi ya boeta-pele, keletso le mantlha e ditshebeletso tsa tshehetso. ho akarelletsa le ditshetele, tsa basomi, molao, Marangrang le ya taolo ya ditshebeletso, ho buisana, le moralo wa kgwebo.

Lenaneo 2: Ho rala hoa Metsi le Tsamaiso ya Tlhahisoleseding

Morero: Ke ho etsa bonnete ba hore metsi naha a sirelelitsoe, a sebedisoa, ntshetswa pele, a baballoa, laoloa ka mokgwa o tswelang molemong oa batho bohle ba di tikoloho ka ho ntlafatsa le tsebo botlaaseng le ho sebedisa maano a atlehang, ditsamaiso le kopantsweng rera mawa a ka bobeli bakeng sa mehlodi ya metsi le ditshebeletso tsa metsi.

Lenaneo 3: Metsi a Ntshetsopele ya dibopeho tsa motheo

Morero: Ho ntshetsa pele, ho tsosolosoe le ho nchafatsa ditlamelo tsa metsi a tlhaho le ditshebeletso metsi tsa dibopeho tsa motheo ho kopana le ikonomi ya loago le tikoloho ditlhoko tsa Afrika Borwa..

Lenaneo 4: Metsi le tshebeletso ya kgeleloleswe

Morero: Ho ntshetsa pele, ho tsosolosoe le ho nchafatsa ditlamelo tsa metsi a tlhaho le ditshebeletso metsi tsa dibopeho tsa motheo ho kopana le ikonomi ya loago le tikoloho ditlhoko tsa Afrika Borwa.

Lenaneo 5: Molawana wa Indasteri ya Metsi

Morero: Ho etsa bonnete ba pele ya tlhabololo, ho kenngwa tshebetsong, tlhokomelo le hlahloba melao ea tsamaiso ka mose ho phepele ea metsi ketane ka ho ya ka diphelelo tsa Molao wa Metsi wa naha a (1998) le Molao wa ditshebeletso tsa Metsi (1997)

Program 6: Mokgatlo wa kgwebo ya Metsi

Morero: Ho etsa bonnete ba hore bolaodi bo sebetsang ba letsatsi le letsatsi ka tshebetso ya ditjhelete, dithulaganyo le tsamaiso ea sebopeliso sa motheo le dikaroloana tsa proto-CMA.

7. TSAMAISO YA KOPO

7.1 Telephonic requests:

Molao o hana dikopo tsa mohala. Leha e le efe kopo e jwalo e etswa ho Mohlanka kapa Motlatsi wa Mohlanka ka mohala fua mo bukaneng e tla ba teng ka ntle ha eba Mohlanka kapa Motlatsi wa Tsebisa, Foromo ya A di lokela ho tlatswa.

7.2 Boithaopo ba Phihleo ka diphelelo tsa karolo 15 (1) ya Molao:

Tlhahisoleseding e ka tsela e iketsang teng le morero wa ho sa hlokahale ho tlatsa Foromo ya A le ho lefa mokopi ea tefello ya tla e fumaneha, e ka ba ka diofising tsa Lefapha kapa ka mokhoa oa foromo e kopiloeng, ha e be ho a utloahala le hore ho a khoneha. Mokhoa le phihlelo e tla akarelletsa:

- (a) Perusal ka kopitsoa ho dintho tse bonahalang ha ho hlokahala le ka ng ea dikhopi;
- (b) Phumantsho ya pono, tsa kutlo le pono ea dintho tse bonahalang e na le ngwalollo, kgatiso kapa kopitsa kapa ka bobeli, ha ho hlokeha.

7.3 Karolo ya 14 (1) (d) dikopo

Mokopi o lokela ho fua phihlelo ya rekoto ya Lefapha haeba:

- (a) Mokopi o eo e ikamahanya le tsohle tsa mokgwatshebetso tse a Molao e amanang le kopo ya phihlelo ya rekoto yeo; le
- (b) Phihlelo ya rekoto e sa o ile a hana leha e le lefe lebaka la ho hana e boletsoeng ho ya ka Molao.

7.4 Mofuta wa kopo

- (a) Mokopi o lokela tlatsa foromo e tsoanang le e hatisitsweng Gazeteng ya Mmuso ya (Tsebiso ya Mmuso R 187 - la 15 Hlakola -FORM A) e leng o khomaretse qetellong ea ena Manual.
- (b) Mokopi o lokela bontša foromo kapa mokgwa wa phihlelo e batla e balletsweng ke karolo ya 29 tsa Molao.

- (c) Lefapha le tla leka ho fana ka phihlelo ka mokgwa wa foromo e kopiloeng ka ntle ha eba sena se kena-kenna bolaodi ba Lefapha bo boreledi.
- (d) Ho fana ka phihlelo ho tla le fa ka lebaka la ho nahana ho pholosa boitsebiso boo, ho kena-kenana le ditokelo tsa bangoli le kopo kapa ditefiso tsa phihlelo tse beuweng e lokelwa ho bewa pele ho kopo e sebetswa le, ho batloe le ho lokisetsa ditefello e boetse ho na le lokelwang ho leshwa pele phihlelo feoa.
- (e) Mokopi, ya sa kgoneng ho bala kapa ho ngola kapa o hloka ho thusoa ho tlatsa le foromong a ka etsa kopo ka molomo le Motlatsi wa Mohlanka wa tlhahisoleseding ya tlamehang ho thusa kopo e jwalo.
- (f) Ha eba Mohlanka oa hloleha ho nka a etse qeto ka tumellano kopo ya direkoto ka matsatsing a 30 a fumane kopo e jwalo e kapa ka mora ho feta nako ya matsatsi a 30, ho hloleha ho jwalo ho bonoa jwalo ka ho hana.

7.5 Dikopo tse senang kellello kapa tse tenang kappa tse bonahalang le ho khelosoa mehlodi ka tsela esa otlwahaleng

Mohlanka ka 'na hana kopo ya phihlelo ya rekoto haeba:

- (a) Kōpo e leng pepeneneng e senang kelello le e tenang;
- (b) Mosebetsi o amehang ho sebetsana le kopo e ne e tla haholo le ka tsela e sa lebisa maruo a Lefapha.

7.6 Phatlalatso e tlamang ya ditabatabelo tsa setjaba

Ho sa tsotellehe pehelong efe kapa efe ea PAIA, le Mohlanka lokela ho fa kopo ya phihlelo ya rekoto haeba:

- (a) Phatlalatso ya rekoto e tla senola bopaki-
 - Mohlomong go tlola ya, kapa ho hloleha ho etsa d'intho tumellanong le molao; kapa
 - Le polokeho ya setjaba e haufi le e tebileng kapa kotsi ya tikoloho; le
- (b) Ditabatabelo tsa setjaba ya phatlalatso ya rekoto ho hlaka e feta kotsi e nahannoeng mabapi le ho fana hona.

7.7 Direkoto tse ke keng ha fumanoa kapa ha teng

Haeba mehato yohle le kahlolo e molemo e nketsoeng ho fumana rekoto e kopoeng le ba moo ba le kahlolo e molemo le mabaka a ho dumela hore rekoto kea Lefapha empa e lahlehile kapa senyehile kapa ha a eo joale Mohlanka lokela ho ka tsela ea afidafiti ho tsebisa ya kōpang hore o ke ke hoa khoneha ho fana ka phihlelelo ya rekoto yeo.

Afidafiti e lokela ho fana ka tlaleho e felletseng, kaofela mehato enkuwang ho fumana rekoto e batloang kapa ho bona hore na rekoto o teng, ho akarelletsa le ho buisana le mong le e mong motho ya batliseng lebitsong la Mohlanka.

8. HO LEFA DITEFELLO KA HO YA KA KOPO

8.1 Kopo ya motho ka seqo

Mang kapa mang ea batla tlhahisoleseding e amanang le ena kasebele o bitsoa mokopi ea botho le o lokoloha ho lefa mokopi ea tefello.

8.2 Mokopi

Tefello ya kopo e lokelwang ho leshwa leha e le efe ya mokgatlo o busang ke R35.00 e balletsweng ka Melawana ya ho ya ka Molao. Ho feta moo haeba hona le kopo ea dikopi kappa tse ngotsoeng, ba tla mme a ahlolwe, ho ea ka tefello ya sebopeho e le e balletsweng ka Melawana ya le Mohlanka / Motlatsi wa Mohlanka a ka lefisa bakeng sa ho qeta nako e ngata a sebetsana le kopo.

8.3 Mokhoa oa tefo

Bakopi bohle bao e seng bakopi ka seqo ba lokela ho lefa tefello tse hlokehang. Mokopi o lokela beha tefello ya kopo ka akhaonte ya Lefapha ea banka. Bopaki ba depositi phonyohe lokela ho tsa romela ho Motlatsi wa Mohlanka wa Lefapha pele kopo leha e le efe e ka sebetswa. Dintlha tsa akhaonte ya banka ya Lefapha ke tse latelang:

Banka: Absa

O tšoereng Akhaonto: Department of Water & Sanitation

Nomoro ya Akhaonto: 4049624754

Khoutu ya Lekala: 632005

Ela hloko hantle: Ho bohlokwa ho ela hloko dipheho tsa karolo ya 22 (1) ya Molao ho e le hantle hore ha ho na kopo ka e tla sebetswa ka ntle ha eba tefello ya kopo e leshwa.

9. Ha iphaphatha le dipheho tsa Molao, ho na le ho fumaneha tharollo

Molao bakeng sa boipiletso ba ka hare ka tsamaiso ya ka dipheho tsa karolo ya 74 le 75. Letona la bolaodi ke lona le lokelang ho hlahloba leha e le efe qeto e nkuweng ke le Mohlanka. Ya utlwisisweng bohloko o ntse a na le monyetla oa ho atamela makgotla a dinyewe haeba ba sa khotsfatsoe ke qeto ya bolaodi bo.

10. DIREKOTO TSEO TSE LENG TENG HO LATELA KAROLO 15

<p>Tlhaloso ya sehlopha tsa direkoto Ka tsela e iketsang teng ho latela karolo ya 15 (1) (a) Molao wa Kgothaleto ya ho fihlela Tlhalisoleding, 2000</p>	<p>Mokhoa oa ho fihlela DIREKOTO (mohlala, Website) KAROLO EA 15 (1) (b)</p>
<p>Ea tlhahlobo e ho latela karolo ya 15 (1) (a) (i):</p>	
<ul style="list-style-type: none"> • Merero leano ea lefapha. • Tshebetso moralo lefapha ya selemo le selemo. • Phumantsho ya ditshebeletso ya thulaganyo ya tokafatso. • Phumantsho ya ditshebeletso ya tokomaneng • Tlaleho ya selemo. • Thuno ya dikanego tsa ditjhelete • Ditlaleho tsa tekatekano ya thapo. • Tlaleho e hatsitsoeng ya patlisiso. • Botsamaisi bo amohelehang. • Faele ya merero ea lefapha. • Ditekanyetso tsa ditjhelete. • Bukana ya melao, melawana, dipholisi le tsamaiso tsa Lefapha • Tlaleho ya baahi naha. 	<p>Direkoto tseno dika hlahlojoa mani Lefapheng ka kopo e ngolaletsoe ho Motlatsi wa Mohlanka wa Lefapha la Metsi le Kgeleloleswe Private Bag X 313, Pretoria 0001</p> <p>Tel: 032 336 7705</p> <p>Fax: 012 336 7231</p> <p>Aterese ea imeile:</p> <p>LoseloP@dws.gov.za kapa etela website</p> <p>www.dws.gov.za</p>

<ul style="list-style-type: none"> • Bukana ho phahamiswa ya go fithelela Tshedimosetso. • Maemo a ditirelo. • Polelo oe a boitlamo. • khalendara ya diketsahalo tsa lefapha • Puo ya chelete ya Letona • Circulars tsa lefapha • Dintlha tsa dinomoro tsa basebetsi • Dimakazine le dijournals • Makwalodikgang • Laesense ea ho sebedisa Metsi • Laesense ya dikopo ea ho sebedisa Metsi • Ditlaleho tsa bakopi tsa ho hlahloba le ho latelwa • Dikhopi tsa fuoeng mebuso • Disebediswa tsa papatso • Diphamfolete tsa melao-motheo ea tsa Batho- Pele • Diforomo tsa Lefapha • Circular ea bapatsa misebetsi le ditshebeletso 	
<ul style="list-style-type: none"> • Ditokomane tsa dithendara • Dimmapa • Di-CD • Difoto tsa Aerial • Orthophotos 	<p>Direkoto dika rekoa mo G17 Zwamadaka Building, 191 Francis Baard Street (eo e neng e Tsejoang e e le Schoeman Street), Pretoria.</p>
<p>Bakeng sa ho kopisa ho latela karolo ya 15 (1) (a) (ii)</p>	
<ul style="list-style-type: none"> • Merero leano ea lefapha. • Tshebetso moralo lefapha ya selemo le selemo. • Phumantsho ya ditshebeletso ya thulaganyo ya tokafatso. • Phumantsho ya ditshebeletso ya tokomaneng • Tlaleho ya selemo. • Thuno ya dikanego tsa ditjhelete • Ditlaleho tsa tekatekano ya thapo. • Tlaleho e hatisitsoeng ya patlisiso. 	<p>Direkoto tseno dika hlahlojoa mani Lefapheng ka kopo e ngolaletsoe ho Motlatsi wa Mohlanka wa Lefapha la Metsi le Kgeleloleswe Private Bag X 313, Pretoria 0001</p> <p>Tel: 032 336 7705</p> <p>Fax: 012 336 7231</p> <p>Aterese ea imeile:</p>

<ul style="list-style-type: none"> • Botsamaisi bo amohelang. • Faele ya merero ea lefapha. • Ditekanyetso tsa ditjhelete. • Bukana ya melao, melawana, dipholisi le tsamaiso tsa Lefapha • Tlaleho ya baahi naha. • Bukana ho phahamiswa ya go fitlhelela Tshedimosetso. • Maemo a ditirelo. • Polelo oe a boitlamo. • khalendara ya diketsahalo tsa lefapha • Puo ya chelete ya Letona • Circulars tsa lefapha • Dintlha tsa dinomoro tsa basebetsi • Dimakasine le dijournals • Makwalodikgang • Laesense ea ho sebedisa Metsi • Laesense ya dikopo ea ho sebedisa Metsi • Ditlaleho tsa bakopi tsa ho hlahloba le ho latelwa • Dikhopi tsa fuoeng mebuso • Disebediswa tsa papatso • Diphamfolete tsa melao-motheo ea tsa Batho- Pele • Diforomo tsa Lefapha • Circular ea bapatsa misebetsi le ditshebeletso 	<p>LoseloP@dws.gov.za kapa etela website www.dws.gov.za</p>
<p>Fumaneha mahala ho latela karolo ya 15 (1) (a) (iii):</p>	
<ul style="list-style-type: none"> • Dimakasine le dijournals • Makwalodikgang • Disebediswa tsa papatso 	<p>Direkoto tseno dika hlahlojoa mani Lefapheng ka kopo e ngolaletsoe ho Motlatsi wa Mohlanka wa Lefapha la Metsi le Kgeleloleswe Private Bag X 313, Pretoria 0001</p> <p>Tel: 032 336 7705</p> <p>Fax: 012 336 7231</p> <p>Aterese ea imeile:</p> <p>LoseloP@dws.gov.za kapa etela website</p>

	www.dws.gov.za
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11. Ho fumaneha ha bukana

- 11.1 Bukana e fumaneha ka dibakeng tse balletsweng ke molao wa Legal Deposit, le diofising ya Khomishene ya Ditokelo tsa Botho ya Afrika Borwa.
- 11.2 Bukana le bona ba tla e fumaneha websaeteng ya Lefapha e latelang:
www.dvvs.gov.za

12. Gokaonafatsa bukana

Bukana e tla ntjhafatswa ka nako ya dikgwedi tse leshome le metso ka mora phatlalatso. Bukana tla hatisoa ka dipuo tse tharo tsa mmuso.

13. QETELLO

Bukaneng e fana ka boitsebiso bo molemo ba Lefapha ho ditho tsohle tsa setjhaba ho fana ka thuso ho etsa ka Molao wa Motheo o hlokomelang ditokelo tsa ho fihlella tlhahisoleseding. Morero wa bukana ke ho ntshetsa pele ka sehloohong tlwaelo ya pepeneneng le ka boikarabelo ba Lefapha la Rephaboliki ya Afrika Borwa kaofela.

Ka ho hlahisa bukana ena, Lefapha le batla ho arolelana ka boitsebiso ditshabeng tseo e disebeletsang ka ho khothalletsa phihlello ya Tlhahisoleseding, 2 wa 2000 (PAIA). Ka ho kenya tshebetsong taelo ena ya molao wa motheo, Lefapha ho lebeletsoe ho fana tlaleho ya selemo le selemo ho Khomishene ya Ditokelo tsa Botho ya Afrika Borwa, le bathahaselli ba bang kaho hlokahala nako efe kapa efe.

14. Ditefello tsa direkoto tsa motheo wa setjhaba e bontšitsoeng ke tsamaisoho Molao.

Tefello ya ho hlahisa hape, boletsweng karolong ya 15 (3) ya Molao e tjena:

(a)	Bakeng sa fothokhopi e A4 boholo ba leqepheng la kapa karolo ya lona:	R0.60
(b)	Bakeng sa khopi e hatisitsweng ya e A4 boholo ba leqepheng la kapa karolo ya lona	R0.40
©	Bakeng sa khopi le go buisega mo khomputeng ka:	
	(i) Stiff Disc	R5.00
	(ii) Compact disc	R40.00
(d)	(i) Bakeng sa kgatiso ya ditshwantsho, bakeng sa A4 boholo ba	R22.00

		leqepheng la kapa karolo ya lona: R22.00	
		(ii) Bakeng sa khopi ya ditshwantsho tse bonwang	R60.00
(e)	(i)	Bakeng sa ngwalollo ya rekoto e mamelwang, bakeng sa A4 boholo ba leqepheng la kapa karolo	R12.00
		(ii) Bakeng sa khopi ya e mamelwang:	R17.00
		Tefello ya kopo e duelwang ke mokopi mongwe tse ding ntle ho mokopi ka boyena, ho buuoang ka karolo ya 22 (1) ya Molao ke:	R35.00
(a)		Tefello e nngwe le nngwe ea fothokhophi ea A4 leqepheng la kapa karolo ya lona.	R0.60
(b)		Khopi e nngwe le nngwe e hatsitsweng ya A4 boholo ba leqepheng kapa karolo ya lona e neng e tsoaretsoe le khomputara kapa ka elektroniki kapa motjhine ka sebopeho	R0.40
	(i)	Stiffy disk	R5.00
	(i)	Compact Disk	R40.00
(d)		Bakeng sa kgatiso ya ditshwantsho-	
	(i)	Bakeng sa A4 boholo ba leqepheng la kapa karolo ya lona	R22.00
	(ii)	Ya khopi ya ditshwantsho tse bonwang	R60.00
(e)		Bakeng sa thekisetano ya rekoto e mamelwang	R12.00
	(i)	Ya khopi ya A4 boholo ba leqepheng la kapa karolo ya lona	R17.00
	(ii)	Ya khopi o dia e mamelwang	
(f)		Ho batla le ho lokisetsa rekoto bakeng sa phatlalatso, ka hora ka nngwe kapa karolo ya hora, ho sa kenyeletswe hora ya pele, ho utloahalang e hlokehang bakeng sa nyakeng le go beakanyeng	R15.00 Hora ka ngwe

(2) Ka sa merero ya karolo ya 22 (2) ya PAIA, tse latelang e sebetsa: (a) Dihora tse tšeletseng jwalo ka dihora tse ho feta pele dipositi e e leshwa (b) Karolo e 'ngoe ho tse tharo tsa ya tefiso ya phihlollo e leshwa e le depositi ke mokopi	
(3) Tshelete ya go posa e leshwa ha khopi ya rekoto e lokela ho posetswa ho mokopi.	

15. Dintlha tsa go ikopanya le mohlanka wa tlhahisoleseding le batlatsi ba Mohlanka:

Ofisiri ya Tlhahisoleseding 185 Francis Baard Street Private Bag x313 Pretoria 0001	Motsamaisi-Kakaretso: Ms Margaret-Ann Diedricks	Tel: (012) 336 8152 Fax: (012) 336 8850 E-mail:CentralP@dws.gov.za
Motlatsi wa Ofisiri ya Tlhahisoleseding 191 Francis Baard Street Private Bag x313 Pretoria 0001	Motsamais ka Sehloohong -molao Services:Mr P Loselo	Tel: (012) 336 7705 Fax: (012) 336 7231 E-mail:LoseloP@dws.gov.za

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