

SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

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2 September 2015

To: All Municipal Managers

The Parties:

SALGA
SAMWU
IMATU

Mr. X. George (012) 369 8001
Mr. W. Theledi (086) 542 7473
Mr. J. Koen (012) 460 8444

The Regional Secretaries

Gauteng Division
Eastern Cape Division
Western Cape Division
KwaZulu-Natal Division
Northern Cape/Free State Division
North West/Mpumalanga/Limpopo Division

Ms CL Manda (011) 394 6517
Mr MM Bodlani (041) 581 3468
Ms WM Brink (021) 917 1145
Mr VL Nzuza (031) 201 9752
Mr TS Mqobongo (053) 831 3608
Ms M Nduli (012) 342 7015

Dear Sir/Madam,

CIRCULAR NO. 08/2015: SALARY AND WAGE COLLECTIVE AGREEMENT

The Parties to the Council have concluded a multi-year (3 years) Salary and Wage Collective Agreement for the period 1 July 2015 to 30 June 2018. The Salary and Wage Collective Agreement that was signed on 25 August 2015 is attached herewith.

All municipal officials who are responsible for implementing the Salary and Wage Collective Agreement are advised to ensure the correct implementation and application of the relevant clauses in the Salary and Wage Collective Agreement for the 2015/2016 financial year.

The Salary and Wage Collective Agreement must be displayed on municipal notice boards.

The Salary and Wage Collective Agreement will be available on the SALGBC website on 3 September 2015.

Yours faithfully



SS GOVENDER
GENERAL SECRETARY



SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

(Hereinafter referred to as "the "SALGBC")

SALARY AND WAGE COLLECTIVE AGREEMENT

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

SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

(Hereinafter referred to as "SALGA")

and

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION

(Hereinafter referred to as "IMATU")

and

SOUTH AFRICAN MUNICIPAL WORKERS' UNION

(Hereinafter referred to as "SAMWU")

(IMATU and SAMWU will together be referred to as the "Trade Unions")

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1. SCOPE OF APPLICATION

The terms of this agreement shall be observed in the Local Government Undertaking in the Republic of South Africa by all employers and by all employees who fall within the scope of the SALGBC.

2. EXCLUSIONS: SECTION 56 AND SECTION 57 EMPLOYEES

Municipal Managers and those employees appointed as managers directly accountable to Municipal Managers in terms of Section 56 and Section 57 of the Municipal Systems Act 32 of 2000, as amended, shall be excluded from all the terms of this collective agreement.

3. PERIOD OF OPERATION

3.1 Notwithstanding the date of signature, this agreement shall come into operation in respect of the Parties to the agreement on 1 July 2015, and shall remain in force until 30 June 2018.

3.2 This agreement shall come into operation in respect of non-parties on a date to be determined by the Minister of Labour, and shall remain in force until 30 June 2018.

4. OBJECTIVES

The objectives of this agreement are, *inter alia*, to:

4.1 Provide for general across the board salary adjustments as well as increases in the minimum wage for the financial years 2015/2016, 2016/2017 and 2017/2018 respectively;

4.2 Provide for an adjustment and retention in the maximum monthly employer contribution rate to accredited medical schemes for the financial years 2015/2016, 2016/2017 and 2017/2018 respectively in order to maximise access to medical benefits and to provide for the creation of a Special Purpose Medical Aid Instrument for low income earners;

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- 4.3 Provide for uniform contribution rates by the employer to Defined Contribution Retirement Funds, the regulation and ring-fencing of Defined Benefit Retirement Funds and to set a timeframe for the negotiation of a framework for the rationalisation of Retirement Funds in the Sector;
- 4.4 Provide for increases to the Home Owners Allowance and the establishment of a comprehensive investigation into the Home Owners Allowance dispensation in Local Government, and to provide for interim measures associated therewith; and
- 4.5 Provide for the introduction of a Service Charter for the Local Government sector.

5. DEFINITIONS

All expressions used in this agreement, which are defined in the Labour Relations Act, 1995 (hereinafter referred to as "the Act"), shall bear the same meaning as in the Act, unless the contrary intention appears, words importing the masculine gender shall include the feminine.

6. SALARY AND RELATED INCREASES

Financial Year 2015/2016

- 6.1 In respect of this financial year, all employees covered by this agreement shall receive an increase of seven percent (7%) with effect from 1 July 2015.

Financial Year 2016/2017

- 6.2 Subject to clause 6.3, in respect of this financial year, all employees covered by this agreement shall receive, with effect from 1 July 2016, an increase based on the average CPI percentage for the period 1 February 2015 until 31 January 2016, plus one percent (1%).

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6.3 In the event that the average CPI percentage for the period as contemplated in clause 6.2 above is less than 5%, the average CPI for this period will be deemed to be 5%, and in the event that the average CPI for this period is above 10%, the average CPI will be deemed to be 10%.

Financial Year 2017/2018

6.4 Subject to clause 6.5, in respect of this financial year, all employees covered by this agreement shall receive, with effect from 1 July 2017, an increase based on the average CPI percentage for the period 1 February 2016 until 31 January 2017, plus one percent (1%).

6.5 In the event that the average CPI for this period as contemplated in clause 6.4 above is less than 5%, the average CPI for this period will be deemed to be 5% and in the event of the average CPI is above 10%, the average CPI will be deemed to be 10%.

Linked Benefits and Conditions of Service

6.6 Any benefit or condition of service that ordinarily increases by virtue of its link to the increase in the salary of an employee, shall increase by the same rate as the salary increase in each financial year, as set out above, subject to the special provisions relating to the increase of the maximum employer contribution to medical schemes as set out in clause 8 below.

7. MINIMUM WAGE

7.1 With effect from 1 July 2015 the minimum wage payable in the sector shall be R6 014.93 (Six Thousand and Fourteen Rand and Ninety Three Cent) per month.

7.2 With effect from 1 July 2016 the minimum wage payable in the sector shall increase by the same percentage as determined in terms of clauses 6.2 and 6.3 above.

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7.3 With effect from 1 July 2017 the minimum wage payable in the sector shall increase by the same percentage as determined in terms of clauses 6.4 and 6.5 above.

8. MEDICAL AID

8.1 Adjustment and Retention in the maximum employer contribution

For the duration of this agreement and based on the provisions of the Main Collective Agreement relating to the 60/ 40 principle on the medical aid contribution rate, the maximum employer contribution towards accredited medical schemes shall be adjusted and retained as follows:

8.1.1 With effect from 1 July 2015, the maximum employer contribution to an employee's accredited medical scheme shall not exceed Three Thousand Eight Hundred and Seventy One Rand (R3 871.00), based on the 60/40 principle as set out in the Main Collective Agreement.

8.1.2 With effect from 1 July 2016, the maximum employer contribution to an employee's accredited medical scheme as set out in clause 8.1.1 above shall remain unchanged at R3 871.00. However, the medical aid subsidy of employees receiving an employer contribution of less than R3 871.00 shall increase by 50% of the salary and wage increase for the 2016/2017 financial year (clauses 6.2 and 6.3 above), provided that such increase shall not exceed the maximum employer contribution of R3 871.00.

8.1.3 With effect from 1 July 2017, the maximum employer contribution rate to an employee's accredited medical scheme, as set out in clause 8.1.2 above, shall be increased by 25% of the salary and wage increase for the 2017/2018 financial year (clauses 6.4 and 6.5 above).

8.2 Creation of Special Purpose Medical Aid Benefit Instrument for low income earners

8.2.1 The parties agree for the creation of a Special Purpose Medical Aid Benefit Instrument that targets low income earners.

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8.2.2 The parties further agree to monitor the current initiative by the Minister of Health to introduce the National Health Insurance (NHI) insofar as it may be beneficial for employees in Local Government.

9. RETIREMENT FUNDS

- 9.1 For the purposes of this clause 9, Defined Contribution Retirement Fund shall mean either a Defined Contribution Pension Fund or a Defined Contribution Provident Fund.
- 9.2 With effect from 1 July 2015, newly appointed employees in the Local Government sector shall only join a Defined Contribution Retirement Fund, operating in the various municipalities in the Local Government sector.
- 9.3 The current maximum monthly employer contribution towards Defined Contribution Retirement Funds shall remain capped at eighteen percent (18%) of the monthly basic salary of all employees, subject to clause 9.4 below. All current employer contribution rates towards Defined Contribution Retirement Funds shall remain in place and this agreement shall not be interpreted as to allow an employer to reduce employer contribution rates towards Defined Contribution Retirement Funds.
- 9.4 Notwithstanding anything to the contrary herein, any employee who currently receives a monthly contribution rate that is higher than the eighteen percent (18%) referred to in clause 9.3 above, will retain such higher monthly employer contribution rate.
- 9.5 The parties undertake to ring-fence the current Defined Benefit Funds in the sector and to expedite the resolution of financial risks and liability associated with Defined Benefit Funds with due regard to the provisions of clause 9.2, above.
- 9.6 The parties further undertake to rationalise the pension fund regime in the Local Government sector so as to reduce the number of Retirement Funds and ensure financial sustainability of municipalities and cost curtailment.

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9.7 The parties undertake to expedite the process on the rationalisation of the pension funds regime in Local Government currently underway in the SALGBC and to conclude a collective agreement by no later than 30 June 2016. The parties may agree, in writing, to amend this deadline.

9.8 Should the parties not be able to conclude a collective agreement by the agreed deadline, and no extensions have been agreed to, the parties in the Retirement Funds Dispute under case number HQ121108 may have recourse to the relevant dispute resolution mechanisms provided for in the Act and the constitution of the SALGBC.

10. HOME OWNER ALLOWANCE

10.1 Increase to the Home Owners Allowance

10.1.1 The Home Owners Allowance, as provided for in Section B of the Main Collective Agreement, shall increase as follows:

10.1.1.1 For the 2015/2016 financial year, with effect from 1 July 2015, the Home Owners Allowance shall increase to a flat rate of R700, 00 per month;

10.1.1.2 For the 2016/2017 financial year, with effect from 1 July 2016, the Home Owners Allowance shall increase by the same percentage as the salary and wage increase for the 2016/2017 financial year (clauses 6.2 and 6.3 above); and

10.1.1.3 For the 2017/2018 financial year, with effect from 1 July 2017, the Home Owners Allowance shall increase by the same percentage as the salary and wage increase for the 2017/2018 financial year (clauses 6.4 and 6.5 above).

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10.2 Investigation of the Home Owners Allowance

10.2.1 For the purposes of this agreement, Gap Market employees shall be defined as employees whose income is regarded as too low to access bank funded housing finance (mortgage finance), but too high to qualify for the national government's free-basic housing subsidy scheme.

10.2.2 The parties agree that home ownership must be encouraged and adjustments should be made to the current Home Owners Allowance, subject to:

10.2.2.1 The qualifying criteria referred to in the Main Collective Agreement; and

10.2.2.2 Affordability by the relevant municipalities.

10.2.3 The parties undertake to conduct a comprehensive investigation to determine an appropriate Home Owners Allowance to accommodate employees that constitute the Gap Market within the Local Government sector.

10.2.4 The SALGBC shall appoint a Specialist / Service provider to conduct the investigation. The Employee Benefits working group shall oversee the investigation and shall meet on a regular basis and a progress report shall be submitted to every meeting of the Executive Committee of the SALGBC.

10.2.5 The working group shall endeavour to conclude the investigation and submit its recommendations to the Executive Committee of the SALGBC. The Executive Committee of the SALGBC will in turn refer the matter to the National Bargaining Committee of the SALGBC for negotiation, in line with municipal budget timelines, by no later than 31 March 2016. The parties may agree, in writing, to extend this deadline should it become necessary, provided that such extensions of time shall not continue beyond 30 June 2016.

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10.2.6 Should the parties not be able to conclude the investigation by 30 June 2016, or if the parties fail to reach agreement in the Bargaining Committee and a formal deadlock having been declared, any party may have recourse to the relevant dispute resolution mechanisms provided for in the Act and/or the constitution of the SALGBC.

10.3 Non-Pensionable Allowance

10.3.1 All Gap Market employees who, upon the implementation of this agreement, earn a basic salary of R8 000.00 per month or less and who do not own or receive any form of housing assistance or do not participate in the current or any other Home Owners Allowance scheme shall be paid a Non-Pensionable Allowance of R350.00 per month with effect from 1 July 2015, provided that only one benefit is paid per household.

10.3.2 Such Gap Market employees (as referred to in clause 10.3.1 above) shall receive the Non-Pensionable Allowance of R350.00 per month for the duration of this agreement.

10.3.3 In the event that the outcome of the Home Owners Allowance investigation process set out in clause 10.2 above produces a more favourable dispensation and a collective agreement is concluded to give effect thereto, such an agreement shall supersede clause 10.3.2 above.

11. SERVICE CHARTER

11.1 The parties undertake to conclude a Service Charter for the Local Government sector by no later than 30 October 2015, with the objective of:

11.1.1 Upholding the values of the Constitution of the Republic of South Africa;

11.1.2 Improving service delivery;

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11.1.3 Fighting corruption; and

11.1.3 Promoting good governance.

12. APPLICATIONS FOR EXEMPTION

12.1 Exemptions Process

12.1.1 Any Party or person bound by this collective agreement concluded under the auspices of the Council or which binds the Parties to the Council, shall be entitled to apply for exemption from any provision of the said collective agreement.

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

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

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

12.1.2.3 The reasons why the exemption is sought;

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

12.1.2.5 The duration and timeframe for which the exemption sought;

12.1.2.6 The business strategy and plan of the applicant seeking the exemption;

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- 12.1.2.7 The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;
 - 12.1.2.8 Confirmation that the trade union or workforce itself were advised of the exemption application at local level; and
 - 12.1.2.9 Any other relevant supporting data and financial information the Council may prescribe from time to time.
- 12.1.3 An application for exemption from any provision of the collective agreement shall be lodged in writing on the prescribed form with the General Secretary of the Council and the applicant shall serve a copy of the application as follows:
- 12.1.3.1 In the case of a Trade Union or employee applying for exemption from a collective agreement, submit a copy of the exemption application to SALGA and the relevant municipality affected by the application; and
 - 12.1.3.2 In the case of SALGA and/or a Municipality applying for exemption from a collective agreement, forward the exemption application to the national and local offices of IMATU and SAMWU.
- 12.1.4 The Parties referred to in clauses 12.1.3, as the case may be, shall be afforded ten (10) days to submit a response to the application for exemption to the General Secretary of the Council. The Party shall also be obliged to submit the response to the applicant for exemption.
- 12.1.5 The application for exemption shall be considered by the National Exemption Committee.
- 12.1.6 All applications considered by the National Exemption Committee shall,

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unless determined otherwise by a Senior Panellist, only be based on the written application and arguments in respect of the application, if any by the applicant and any party or person opposing the application. The Senior Panellist shall consider exemption applications in a manner that is fair and transparent and applications shall be determined as expeditiously as possible which may include the hearing of evidence and arguments.

12.1.7 In the event of applications being made that are frivolous and vexatious, such applications may be dismissed with costs.

12.1.8 Where a municipality applies for exemption it shall not implement any changes to existing provisions until the exemption is finalised, unless the National Exemption Committee decides otherwise.

12.1.9 The National Exemptions Committee must consider and make its decision within 30 days of the Council having received the exemption application.

12.1.10 The onus to prove the case for the granting of an exemption lies with the applicant.

12.1.11 Parties undertake to make every reasonable effort to assist their members to discharge such onus in a full and proper manner.

12.1.12 National Exemption Committee

12.1.12.1 The Executive Committee of the SALGBC shall establish a dedicated exemptions panel of arbitrators from the National Panel of conciliators and arbitrators of the SALGBC.

12.1.12.2 The General Secretary of the SALGBC shall appoint a Senior Panellist from the dedicated exemptions panel of arbitrators to hear and determine the application for exemption.

12.1.12.3 The General Secretary of the SALGBC or his nominee shall

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provide secretarial services to the National Exemption Committee.

12.1.12.4 The National Exemption Committee shall undertake its duties in a fair and transparent manner and shall have the powers and functions to:-

12.1.12.4.1 grant or reject an application for exemption; and

12.1.12.4.2 approve interim adjustments in circumstances where this will not affect the final outcome.

12.1.12.5 The National Exemption Committee shall grant or reject an exemption application within 30 (thirty) days after a referral to the General Secretary.

12.1.12.6 The Senior Panellist shall have the power to condone any failure to comply with the time periods provided for in terms of this procedure based on good cause shown.

12.1.12.7 The decisions of the National Exemption Committee shall be final and binding subject to the applicant's right of appeal. In the event that the National Exemption Committee declines to grant an exemption, the applicant shall be notified that its application has been unsuccessful and that it has the right of appeal to the Exemption Appeal Tribunal. The National Exemptions Committee shall provide brief written reasons for its decision.

12.1.12.8 An exemption certificate which contains the following information shall be signed by the Senior Panellist of the National Exemption Committee and the General Secretary of the SALGBC:

12.1.12.8.1 the full name of the applicant employer;

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- 12.1.12.8.2 the date of issue;
- 12.1.12.8.3 the details of the agreement for which exemption is granted;
- 12.1.12.8.4 the period for which exemption shall operate;
- 12.1.12.8.5 the terms and conditions, or remedial requirements of the exemption;
- 12.1.12.8.6 any other matter the arbitrator deems relevant; and
- 12.1.12.8.7 the exemption certificate shall be sent directly to the applicant and to the relevant Regional Secretary, who shall inform the parties to the division of the final terms and conditions within five (5) working days after receipt of such certificate.

12.1.13 Criteria and Other Factors to be considered by Exemptions Committees and Exemptions Appeal Tribunal

- 12.1.13.1 When considering an application for exemption, including an appeal or an application for the withdrawal of a certificate of exemption by the Council, the following criteria shall be taken into account (the order not indicating any form of priority):
 - 12.1.13.1.1 Any written and/or verbal substantiation provided by the applicant or a party to the SALGBC;
 - 12.1.13.1.2 Fairness to the employer, its employees and other employers and the employees in the industry;
 - 12.1.13.1.3 Whether an exemption, if granted would undermine this agreement or the collective

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- bargaining process;
- 12.1.13.1.4 The employer is unable to afford the costs of the whole or part of this agreement or;
 - 12.1.13.1.5 The employer has short-term cash flow problems necessitating a limited exemption.
 - 12.1.13.1.6 Unexpected economic hardship occurring during the currency of this agreement and job creation and/or loss thereof;
 - 12.1.13.1.7 Whether a budgetary provision was made for implementation of the obligation arising out of the collective agreement;
 - 12.1.13.1.8 The infringement of basic conditions of employment rights;
 - 12.1.13.1.9 The fact that a competitive advantage might be created by exemption;
 - 12.1.13.1.10 Comparable benefits or provisions where applicable;
 - 12.1.13.1.11 The applicant's compliance with other statutory requirements such as the Compensation for Occupational Injuries and Diseases Act 130 of 1993, Basic Conditions of Employment Act 75 of 1997, Employment Equity Act 55 of 1998, Skills Development Act 97 of 1998, Skills Development Levies Act 9 of 1999, or Unemployment Insurance Act 63 of 2001; or
 - 12.1.13.1.12 The applicant's past record of compliance with collective agreements;
 - 12.1.13.1.13 The precedents for exemptions set since the introduction of this procedure and the effects of its proposal as a precedent in its own divisions or other divisions;
 - 12.1.13.1.14 Any process or directives as may be agreed to by the Executive Committee from time to time; or

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12.1.13.1.15 Any other factor(s) which is considered appropriate.

12.1.15 Exemptions Appeal Tribunal (The Tribunal)

12.1.15.1. An appeal shall be considered by an external panellist other than the arbitrators from the national panel of conciliators and arbitrators. The external panellists shall be drawn from either the CCMA or any other suitable or equivalent agency.

12.1.15.2. Parties wishing to appeal shall forward their appeal to the General Secretary within five (5) days of receipt of the Council decision rejecting the exemption application.

12.1.15.3. The General Secretary shall convene a meeting of the Exemptions Appeal Tribunal not later than fourteen (14) days from having received the appeal. The Tribunal must finalize its decision within 30 days of the date of the appeal being lodged with the Council.

12.1.15.4. The Exemptions Appeal Tribunal:

12.1.15.4.1 Shall consider the appeal fairly and quickly.

12.1.15.4.2. May condone a late appeal.

12.1.15.4.3. Decide whether the appeal is to be dealt with on the papers and/or by means of oral submissions.

12.1.15.4.4. Deliver its determination to the General Secretary of the Council within the 30 day period as stated in 12.1.15.3 above, who will then in turn notify the appellant and the other parties copying same to the relevant Regional Secretary.

12.1.16 For the purposes of this section only, "Day" shall mean calendar day

13. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

- 13.1 Despite any other provision in the Act, the Council shall monitor and enforce compliance of this collective agreement in terms of Section 33A of the Act.
- 13.2 The General Secretary or his appointed designated agent may, in keeping with the SALGBC constitution and Section 33(3) of the Act, issue a compliance order in terms of which any person bound by this collective agreement is required to comply with the terms of this agreement, stipulating the alleged breach and requiring that such breach be rectified within ten (10) days of receipt of such compliance order.
- 13.3 The Council may refer any unresolved dispute concerning compliance with any provision of this collective agreement to arbitration by an arbitrator appointed by the SALGBC.
- 13.4 If a party to an arbitration in terms of Section 33A of the Act is not a party to the SALGBC, and objects to the appointment of an arbitrator, the CCMA (herein referred to as "the Commission"), on request by the Council, must appoint an arbitrator.
- 13.5 If an arbitrator is appointed by the Commission in terms of 13.4 -
- 13.5.1 the council remains liable for the payment of the arbitrator's fee; and
- 13.5.2 the arbitration is not conducted under the auspices of the Commission.
- 13.6 An arbitrator conducting an arbitration in terms of Section 33A of the Act has the powers of a commissioner in terms of Section 142 of the Act, read with the changes required by the context.

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- 13.7 Section 138 of the Act, read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A of the Act and clause 13.6.
- 13.8 An arbitrator acting in terms of Section 33A of the Act and clause 13.6 may determine any dispute concerning the interpretation or application of a collective agreement.
- 13.9 An arbitrator conducting an arbitration in terms of Section 33A of the Act and clause 13.6 may make an appropriate award, including-
- 13.9.1 ordering any party to pay any amount owing in terms of a collective agreement;
- 13.9.2 imposing a fine for a failure to comply with a collective agreement;
- 13.9.3 charging a party an arbitration fee;
- 13.9.4 ordering a party to pay the costs of the arbitration;
- 13.9.5 confirming, varying or setting aside a compliance order issued by the General Secretary or his appointed designated agent; and
- 13.9.6 any award contemplated in Section 139 (9) of the Act.
- 13.10 Interest on any amount that a party is obliged to pay in terms of this collective agreement accrues from the date on which the amount was due and payable at the rate prescribed in terms of Section 1 of the Prescribed Rate of Interest, Act 55 of 1975, unless the arbitration award provides otherwise.
- 13.11 An arbitration award in an arbitration conducted in terms of Section 33A of the Act and clause 13.6 is final and binding and may be enforced in terms of Section 143 of the Act.

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13.12 If an employer upon whom a fine has been imposed in terms of this Section files an application to review and set aside an award made in terms of this clause 13.6, any obligation to pay a fine is suspended pending the outcome of the application.

14. DISPUTES ABOUT THE APPLICATION OR INTERPRETATION OF THIS COLLECTIVE AGREEMENT

14.1 Any person or Party may refer a dispute about the application or interpretation of this agreement to the General Secretary of the Council.

14.2 The General Secretary must appoint a conciliator from the national panel of conciliators, (doing so as far as possible on a rotational basis) to attempt to resolve the dispute.

14.3 If the dispute remains unresolved any of the parties to the dispute may request the General Secretary to appoint an arbitrator from the national panel of arbitrators, (doing so as far as possible on a rotational basis) to arbitrate the dispute.

15. ENTIRE AGREEMENT, SEVERABILITY, WAIVER AND VARIATION

15.1 This agreement incorporates the entire agreement between the parties.

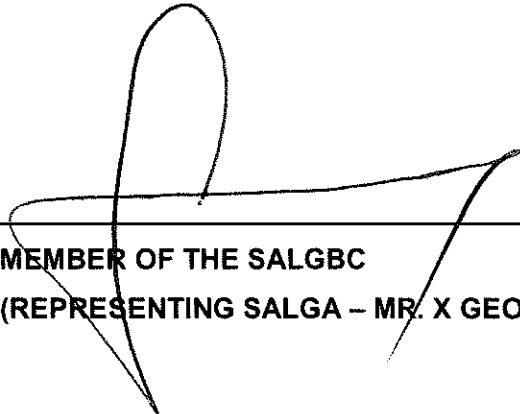
15.2 Any failure by any Party to enforce any provision of this agreement shall not constitute a waiver of such provision or affect, in any way, a Party's right to require performance of such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

15.3 If any provision of this agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity and/or unenforceability shall not affect the other provisions of this agreement which shall continue to remain in force and effect.


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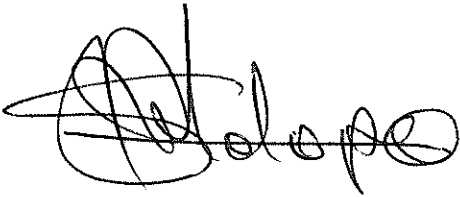
SIGNED BY THE PARTIES AT DURBAN ON THIS THE 25th DAY OF AUGUST 2015.




**MEMBER OF THE SALGBC
(REPRESENTING SALGA – MR. X GEORGE)**



**MEMBER OF THE SALGBC
(REPRESENTING IMATU – MR.S KHOZA)**



**MEMBER OF THE SALGBC
(REPRESENTING SAMWU – MR S MOLOPE)**



**GENERAL SECRETARY OF THE SALGBC
MR S S GOVENDER**