



SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

EASTERN CAPE REGIONAL OFFICE

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30 June 2011

TO:

ALL MUNICIPAL MANAGERS
Eastern Cape Division

The Manager: Labour Relations and Human Resources, SALGA

The Provincial Secretary, SAMWU

The Regional Manager, IMATU

Dear Sir/ Madam

HIV AND AIDS COLLECTIVE AGREEMENT

The parties to the SALGBC (Eastern Cape Division), at the Divisional Bargaining Committee meeting held on 22 June 2011, signed the Collective Agreement on HIV and AIDS for the Eastern Cape Division.

The Agreement is effective from **1 July 2011**.

The signed Agreement is enclosed and will be available to be downloaded from the SALGBC's website at www.salgbc.org.za shortly.

Yours faithfully

S WALTER
REGIONAL SECRETARY

Encl.

CC:

Clr M D Matika (SALGA)
Clr X Motloi (SALGA)
Mr L Taleni (SALGA)
Mr S Ndunyana (SAMWU)
Mr D Toyise (SAMWU)
Ms N Ndulula (SAMWU)
Mrs C Botes (IMATU)
Mr A Owen (IMATU)
Ms A Olivier (IMATU)
General Secretary, SALGBC

Address correspondence to the Regional Secretary

**SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL**
(hereinafter referred to as "the "SALGBC")

**COLLECTIVE AGREEMENT ON HIV AND AIDS
FOR THE EASTERN CAPE DIVISION**

Entered into by and between the:-

**SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION (Eastern
Cape)**
(hereinafter referred to as "SALGA")

Herein represented by Mr Chris Magwangqana

And the

**INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (Eastern
Cape Division)**
(hereinafter referred to as "IMATU")

Herein represented by Ms Catherine Susan Botes

And the

**SOUTH AFRICAN MUNICIPAL WORKERS UNION (Eastern Cape
Division)**
(hereinafter referred to as "SAMWU")

Herein represented by Sipiwo Ndunyana

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

1. SCOPE OF APPLICATION

1.1 The terms of this Collective Agreement shall be observed in the Local Government Undertaking in the Eastern Cape Province of the Republic of South Africa by all employers and by all employees who fall within the registered scope of the Eastern Cape Division of the SALGBC.

2. EXCLUSION/S FROM THIS AGREEMENT

2.1 That Municipal Managers and those employees reporting directly to the Municipal Manager as contemplated in terms of Section 57 of the Municipal Systems Act (Act 32 of 2000 and as amended) be excluded from this Collective Agreement.

3. PERIOD OF OPERATION

3.1 This Agreement shall come into operation in respect of the parties to the Agreement, on 1 July 2011 and shall remain in force until 30 June 2014;

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 2014.

4. DEFINITIONS

4.1 All expressions used in this agreement which are defined in the Labour Relations Act, 1995 (as amended), shall bear the same meaning as in the Act and, unless contrary intention appears;

4.2 Words importing the masculine gender shall include the feminine, and *vice versa*.

4.3 Unless the contrary intention is stated or it is obvious from the context, words or expressions defined in the "Act" that are used in this agreement will have the same meaning as in the Act.

4.3.1 "Act" means the Labour Relations Act, No. 66 of 1995, as amended;

4.3.2 "Appeal" means an exemption appeal;

4.3.3 "Employee" shall include a permanent employee or a contractual employee as defined but excludes an independent contractor or its employees;

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- 4.3.4 ***“Employer or Employers”*** refers to employers/ municipalities within the registered scope of the Eastern Cape Division of the SALGBC;
- 4.3.5 ***“Executive Committee”*** means the Executive Committee of the Eastern Cape Division of the SALGBC;
- 4.3.6 ***“HIV AND AIDS”*** Human Immuno-deficiency Virus and Acquired Immune Deficiency Syndrome;
- 4.3.7 ***“HCT”*** HIV Counselling and Testing;
- 4.3.8 ***“HIV Testing”*** is any form of medical testing to determine the HIV status of a person;
- 4.3.9 ***“IMATU”*** means the Independent Municipal and Allied Trade Union;
- 4.3.10 ***“Informed consent”*** means written consent from a patient, an employee or applicant for employment, which ensures that the person fully understands the nature of the test before giving agreement thereto;
- 4.3.11 ***“LLF”*** Local Labour Forum;
- 4.3.12 ***“Municipality”*** means a metropolitan, local or district municipality established in terms of the Municipal Structures Act;
- 4.3.13 ***“Parties”*** means IMATU, SALGA and SAMWU;

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- 4.3.14 ***"Permanent employee"*** means an employee appointed to an approved post on the staff establishment of a municipality on an open-ended contract;
- 4.3.15 ***"Post"*** means an approved position on a municipality's organisational structure to which specific duties are attached;
- 4.3.16 ***"SALGA"*** means the South African Local Government Association;
- 4.3.17 ***"SALGBC"*** means the South African Local Government Bargaining Council;
- 4.3.18 ***"SAMWU"*** means the South African Municipal Workers' Union;
- 4.3.19 ***"STI"*** means Sexually Transmitted Infections, i.e. infections passed from one person to another during sexual intercourse;
- 4.3.20 ***"TB"*** Tuberculosis;
- 4.3.21 ***"Trade union"*** means either IMATU or SAMWU and trade unions means IMATU and/or SAMWU;
- 4.3.22 ***"Workplace"*** means premises of a municipality including satellite offices and/ or work areas.

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5. PREAMBLE

- 5.1 The parties recognize the seriousness of the HIV and AIDS epidemic and its impact on the workplace and support national efforts to reduce the spread of infection and minimize the impact of the disease.
- 5.2 The Provincial Statistics as per the baseline workplace surveys conducted by municipalities within the Eastern Cape indicates a high prevalence of HIV and AIDS in the workplace and parties recognise that HIV and AIDS pose a threat to the workers, their families, communities and to the local government sector and its stakeholders.
- 5.3 It is within the framework of this agreement that the SALGA, in partnership with trade unions SAMWU and IMATU, will develop and maintain responsible and effective programmes to minimise the impact of HIV and AIDS.
- 5.4 Municipalities whose existing benefits in terms of existing HIV and AIDS management programmes are more favourable than those provided for in this Agreement, shall retain those more favourable benefit/s.

6. OBJECTIVES OF AGREEMENT

- 6.1 The objective of this agreement is to identify the respective rights and obligations of the stakeholders.
- 6.2 This agreement aims to guide the Municipalities, employees and prospective employees on how best to manage HIV and AIDS within the workplace, in order to:
 - 6.2.1 Ensure non-discrimination between individuals with HIV infection and those affected (e.g. co-workers) and between HIV and AIDS and other life threatening conditions.
 - 6.2.2 Create a safe and healthy working environment for all employees and members of the public who utilise the Municipality's facilities.
 - 6.2.3 Introduce educational awareness and prevention programmes to contain and prevent the spread of HIV.
 - 6.2.4 Manage, support and accommodate those individuals who are infected or affected by HIV and AIDS so that they may continue to work productively for as long as possible.
 - 6.2.5 Ensure that no person unfairly discriminates against an employee or prospective employee on the basis of his HIV status.
 - 6.2.6 Ensure that no person will be denied employment, treated unfairly within the employment relationship, or be unfairly dismissed on the basis of his HIV status.
 - 6.2.7 To mainstream HIV and AIDS into the core business of each Municipality in order to ensure prioritisation of intervention.
 - 6.2.8 To create a platform for collective implementation and monitoring of HIV and AIDS related programmes in municipalities.

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7. LEGAL FRAMEWORK

- 7.1 The Agreement seeks to promote the Constitutional and legislative rights of employees. As such Municipalities shall adhere to the requirements and principles laid down by relevant legislation as it pertains to employment practices, discrimination and dismissals, and will be guided by such legislation in order to ensure the effective implementation of HIV and AIDS programmes.
- 7.2 All persons with HIV and AIDS have a common law and constitutional right to privacy regarding their HIV and AIDS status. Accordingly there is no legal duty on an employee to disclose their HIV and AIDS status to their employer. Municipalities shall respect this right.
- 7.3 Municipalities shall comply with all relevant legislation that makes HIV and AIDS a priority in the workplace as well as ensuring legal compliance in the management of the pandemic, i.e.:
- Constitution of the Republic of South Africa, Act 108 of 1996
 - The Occupational Health and Safety Act 85 of 1993
 - The Labour Relations Act 66 of 1995
 - The Compensation for Occupational Injuries and Diseases Act 130 of 1993
 - The Basic Conditions of Employment Act 75 of 1997
 - The Employment Equity Act 55 of 1998
 - Any other relevant guiding documents and legislation.

8. POLICY CONTENT

8.1 Education, Awareness and Prevention

Municipalities will provide life-skills training and empowerment programmes for all its employees and these will focus on:

- Health promotion, prevention and care.
- Appropriate prevention and management of STI's, TB and other opportunistic infections.
- Condom promotion and distribution.
- Counselling on risk reduction.

8.1.1 Awareness Programmes

8.1.1.1 Every Directorate, Department, depot or workplace of the Municipality will participate towards developing and implementing a workplace HIV and AIDS Awareness Program.

8.1.1.2 An extensive range of awareness activities will be embarked upon. These will include exhibitions, displays, posters,

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pamphlets, newsletters, etc. as may be necessary to promote awareness.

8.1.1.3 All new employees will attend an HIV and AIDS awareness programme as part of their Induction Training.

8.1.2 Prevention and Care Programmes

8.1.2.1 Education is the most effective measure for the prevention of HIV infection.

8.1.2.2 Education is also the best way to reduce discrimination both within and outside the workplace.

8.1.2.3 The Municipality shall develop comprehensive and effective on-going education programmes.

8.1.2.4 All employees will on an on-going basis be exposed to educational programmes.

8.1.2.5 Peer educators will be identified, trained and supported to promote the programme at workplace level.

8.1.2.6 The Municipality will endeavour to give active support within budget limitations to Community Based Organisations (CBO's) and Non-Governmental Organisations (NGO's) involved in HIV and AIDS care and prevention services.

8.1.2.7 Such a workplace program will be based on consultations between the employer, management, trade unions and, where appropriate, NGO's and CBO's with expertise in HIV and AIDS education, counselling, and care services. At a minimum, these programmes will cover at least:

- HIV and AIDS (statistics, medical facts, etc.).
- Sexually Transmitted Infections (STI's) and Tuberculosis (TB) and their link to HIV.
- Risk assessment and Safer sex practices.
- Sexuality, Sexual Orientation, Sexual and Reproductive Health.
- Gender and Cultural issues related to HIV and AIDS.
- Relationships and Communication.
- Attitudes and Values, Discrimination (to decrease stigma).
- Living with HIV and AIDS (management, support, care, referral).
- Universal Precautions.
- Legal and Ethical issues (employment, confidentiality and disclosure).
- HIV and AIDS and Pregnancy.
- Pre and Post Test Counselling, HIV Testing.

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8.1.3 Educational programmes

- 8.1.3.1 The employer will endeavour to, within the scope of its budget constraints, provide educational programmes regarding HIV and AIDS for all employees.
- 8.1.3.2 These programmes will provide information and teach the skills necessary for all employees to prevent themselves and others from becoming infected. The programmes will further seek to establish and maintain a work environment free of discrimination.
- 8.1.3.3 Programmes will be regularly monitored, evaluated, reviewed and revised in accordance with any changes that may occur.
- 8.1.3.4 Programmes should be linked, where feasible, to health promotion programmes, such as substance abuse.

8.1.4 Gender specific programmes

- 8.1.4.1 All programmes should be gender sensitive as well as sensitive to race and sexual orientation.
- 8.1.4.2 Programmes should assist women in understanding their rights, both within and outside the workplace.
- 8.1.4.3 Information to women should alert them to the fact that their risk of infection is higher.
- 8.1.4.4 Appropriately targeted prevention programmes should be developed for men and should include strategies to promote the responsibilities of men with regard to HIV and AIDS prevention.

8.1.5 HCT (HIV Counselling & Testing)

- 8.1.5.1 The employer shall encourage all employees to undergo testing in order to determine their HIV status.
- 8.1.5.2 Such testing shall be voluntary and shall be accompanied by pre- and post- test counselling to ensure informed consent.
- 8.1.5.3 Counselling and testing records shall remain confidential.
- 8.1.5.4 Employees and/ or prospective employees who voluntarily disclose their HIV status will not be refused employment and/ or promotion on the grounds of their HIV status.
- 8.1.5.5 All employees have the legal right to confidentiality regarding their HIV and AIDS status.

8.2 HIV Testing, Confidentiality and Disclosure

- 8.2.1 All persons with HIV and AIDS have the legal right to privacy regarding their HIV status in all aspects of employment.

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- 8.2.2 An employee or prospective employee is under no obligation to inform the employer of his HIV status, nor will he be required to submit himself to an HIV test to determine his HIV status.
- 8.2.3 In the event that an employee chooses to disclose his/her HIV status to the employer, this information will not be disclosed to others without the employee's express written consent.
- 8.2.4 HIV testing may only take place:
- With the employee or applicant for employment's informed consent.
 - If the Labour Court has declared such testing to be justifiable.
- 8.2.5 An employer is permitted and may provide HIV testing to an employee who has requested a test in the following circumstances:
- 8.2.5.1 As part of a health care service provided in the workplace.
- 8.2.5.2 In the event of an occupational accident carrying a risk of exposure to blood or other body fluids.
- 8.2.5.3 For the purposes of applying for compensation following an occupational accident involving a risk of exposure to blood or other body fluids.
- 8.2.6 Such HIV testing, above, may only take place within the following defined conditions:
- 8.2.6.1 At the initiative of an employee.
- 8.2.6.2 Within a health care worker and employee-patient relationship.
- 8.2.6.3 With informed consent and pre- and post-test counselling.
- 8.2.6.4 With strict procedures relating to confidentiality of an employee's HIV status.
- 8.2.7 Where HIV testing has been authorised by the Labour Court it must be carried out in terms of the conditions prescribed by the Court with regard to:
- The provision of counselling;
 - The maintenance of confidentiality;
 - The period during which authorization for HIV testing is applicable;
 - The category of jobs/ employees in respect of which the authorization for HIV testing applies.
- 8.2.8 HIV testing which is permissible and where a Court order has not specifically prescribed the conditions under which such testing may take place, must be conducted on the basis of voluntary written consent, with due regard for ethical and legal considerations and the anonymity of employees must be ensured at all times.


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8.3 Creating a Safe Working Environment

- 8.3.1 The Municipality will strive to provide and maintain a working environment that is safe and without risk to the health of its employees.
- 8.3.2 The Municipality will take steps to ensure the risk of HIV transmission in the workplace is minimised. Such measures shall include:
 - 8.3.2.1 Assessing the risk, if any, of the occupational transmission of HIV within the workplace.
 - 8.3.2.2 Providing appropriate training on how to deal with and reduce the risk of HIV transmission at work.
 - 8.3.2.3 Providing appropriate equipment and materials to deal with and reduce the risk of transmission at work.
- 8.3.3 Where a real possibility of HIV transmission has occurred following an occupational accident, the Municipality will take all reasonably necessary steps to assist the employee in:
 - 8.3.3.1 Assessing the risk of HIV transmission;
 - 8.3.3.2 Prevent the risk of HIV transmission by means of voluntary testing and treatment/prophylaxis.
- 8.3.4 The Municipality will provide guidelines regarding steps to be taken in the event of an occupational incident with a risk of HIV infection and to prevent cross infections, and the guidelines shall include elements such as:
 - 8.3.5.1 Creating an awareness of the risk of HIV transmission in the event of an occupational incident involving blood or bodily fluids.
 - 8.3.5.2 HIV testing of the parties involved in an accident.
 - 8.3.5.3 Accident reporting procedures.
 - 8.3.5.4 Procedures to be followed in applying for compensation for occupational infection.
- 8.3.6 Occupational exposure to HIV must be dealt with in terms of the Compensation for Occupational Injuries and Diseases Act (130 of 1993) and in this regard municipalities shall:
 - 8.3.6.1 Take all reasonable steps in terms of the Act to assist employees with claims for compensation and compensate for cost of testing and prophylactic therapy before sero-conversion as performed by specified health centres;
 - 8.3.6.2 Adequately monitor occupational exposure to HIV to ensure that the requirements of possible compensation claims are being met;
 - 8.3.6.3 Ensure that claims to the Compensation Commissioner are only submitted upon confirmation of sero-conversion of the employee/s concerned.

8.4 Employee Benefits

- 8.4.1 The Municipality will endeavour to ensure that employees with HIV and AIDS not be discriminated against in the allocation of employee benefits.

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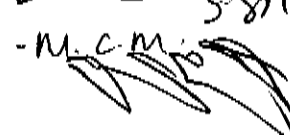
- 8.4.2 Employees who become ill with AIDS must be treated like any other employee with a comparable life threatening illness w.r.t. access to employee benefits.
- 8.4.3 Information from benefit schemes regarding the medical status of employees must be kept confidential and may not be used by the Municipality or any other party.
- 8.4.4 Where the Municipality offers a medical scheme as part of the employee benefit package it must ensure that this scheme does not unfairly discriminate, directly or indirectly against any employee on the basis of his HIV status.

8.5 Rights of Employees

- 8.5.1 This Agreement seeks to promote the Constitutional & legislative rights of employees. As such Municipalities shall not discriminate against employees with HIV and AIDS in the areas of:
- Access to and retention of jobs;
 - Promotion, transfer and demotion;
 - Education, training and development;
 - Job assignments;
 - Job classification and grading;
 - Remuneration, employee benefits and conditions of service;
 - Disciplinary measures short of dismissal.
- 8.5.2 Employees with HIV and AIDS shall not be dismissed on the grounds of their HIV and AIDS status.
- 8.5.3 When an employee with AIDS has become too ill to perform his current work, statutory guidelines relating to ill health and/ or incapacity must be followed. This includes attempts to adapt the employee's duties and/ or to find him alternative employment.
- 8.5.4 Employees with HIV and AIDS enjoy the same rights as other employees, including access to grievance procedures. The Municipality shall, during the grievance process, ensure that the confidentiality of the aggrieved employee is maintained.
- 8.5.5 Any medical examination undertaken either prior to or during employment will be to determine whether the employee meets the appropriate health criteria of the post. Said examination shall not include an HIV Test.

8.6 Managing HIV positive employees

- 8.6.1 Employees living with HIV and AIDS will continue to work under normal conditions in their current employment for as long as they are medically fit to do so.
- 8.6.2 In this, consideration will not only be given to their ability to perform their assigned duties, but also susceptibility to infection (e.g. nursing staff working in a TB clinic).

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- 8.6.3 The Municipality will work towards ensuring that the performance of every staff member is maintained, where possible. This may include taking reasonable steps to accommodate employees with HIV and AIDS related impairments within the workplace, in order to assist them to continue in productive employment.
- 8.6.4 Employees with HIV and AIDS will be governed without distinction or discrimination in accordance with existing sick leave allocations.
- 8.6.5 If health care facilities or services are not available at the workplace, employees will be referred to appropriate services within the community.
- 8.6.6 Municipalities will endeavour to provide support to, or take steps to assist employees with HIV and AIDS to have access to appropriate medical treatment. These will include:
 - 8.6.1.1 Giving such employees time off in accordance with sick leave policy, to attend clinics or counselling.
 - 8.6.1.2 Transferring employees to lighter or less stressful duties, where it is both necessary and possible.
 - 8.6.1.3 When the employee is no longer able to work, the employee will be dealt with in terms of the Municipality's conditions of service and policies as well as applicable labour legislation.
 - 8.6.1.4 Encouraging employees to register on HIV and AIDS programmes with their respective medical aid funds in order to have readily available access to treatment, care and support services.
 - 8.6.1.5 Where an employee is not a member of a medical aid fund, the municipality will in as far as possible, assist such an employee to register and access treatment, care and support services from public institutions.
 - 8.6.1.6 Municipalities should endeavour to develop in-house HIV and AIDS treatment programmes to assist HIV positive employees.

9. DISPUTE/S REGARDING THE INTERPRETATION AND APPLICATION OF THIS AGREEMENT

- 9.1 Any person or party may refer a dispute about the interpretation or application of this collective agreement to the Executive Committee of the Eastern Cape Division of the SALGBC;
- 9.2 The Regional Secretary shall investigate the dispute or cause the dispute to be investigated and attempt to resolve the dispute by issuing a directive, and in the event of the dispute not being resolved:
 - 9.2.1 appoint a conciliator from the appropriate panel of conciliators or if the dispute remains unresolved;
 - 9.2.2 refer the dispute to arbitration;
- 9.3 Once a conciliator is appointed, the Regional Secretary shall decide the date, time and venue of the conciliation meeting and shall serve notices of these particulars on the parties to the dispute;

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- 9.4 If the dispute is referred to arbitration, the Regional Secretary shall appoint an arbitrator from the Divisional panel of arbitrators, doing so far as possible on a rotational basis;
- 9.5 The Regional Secretary, in consultation with the arbitrator, shall decide the date, time and venue of the arbitration hearing;
- 9.6 The arbitrator shall:
 - 9.6.1 endeavor to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated;
 - 9.6.2 if the dispute remains unresolved, resolve the dispute through arbitration.
- 9.7 The arbitrator may make any appropriate arbitration award in terms of the Act that gives effect to the collective agreement.

10. EXEMPTIONS

- 10.1 Any party or person bound by this Agreement shall be entitled to apply for exemption from this Agreement either on a member's behalf or itself.
- 10.2 All applications for exemption from any provisions of this agreement shall be in writing and lodged with the Regional Secretary of the Eastern Cape Division of the SALGBC. Such applications shall contain:
 - 10.2.1 all material details of the Applicant;
 - 10.2.2 the exact provision of this collective agreement from which the Applicant seeks exemption;
 - 10.2.3 detailed grounds on which such exemption is sought.
- 10.3 The Executive Committee of Eastern Cape Division of the SALGBC shall consider all applications from a party/non-party to this Agreement (which shall include the members of such party), and may, and on giving its reasons therefore, grant exemption on any conditions and for any period it considers appropriate.
- 10.4 A party aggrieved by a decision of the Executive Committee may lodge a dispute to the Arbitrator who shall consider the application on giving its reasons therefore, may grant an exemption on any conditions and for any period it considers appropriate. The decision of the Arbitrator shall be final.
- 10.5 The Eastern Cape Division of the SALGBC shall issue to every applicant granted an exemption in terms of this clause a certificate of exemption setting out:
 - 10.5.1 the applicant's name;
 - 10.5.2 the provisions of the agreement from which exemption has been granted;
 - 10.5.3 the conditions relating to the exemption; and
 - 10.5.4 the period for which the exemption shall operate.

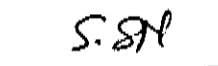

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- 10.6 The Eastern Cape Division of the SALGBC may withdraw a certificate of exemption granted to a party to this agreement by giving one month's notice to the party concerned, or may, in the case of a non-party, apply to the Independent Exemptions Body for the withdrawal of a certificate granted.
- 10.7 The Independent Exemptions Body shall be constituted on an *ad hoc* basis and shall be appointed by the SALGBC from its panel of arbitrators set up in terms of its constitution.

11. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

- 11.1 Despite any other provision in the Labour Relations Act, the Eastern Cape Division of the SALGBC shall monitor and enforce compliance of this collective agreement in terms of Section 33A of the LRA.
- 11.2 The Regional Secretary may issue a compliance order which will stipulate the alleged breach and shall clearly indicate that such breach be rectified within ten (10) days of receipt of such compliance order.
- 11.3 The Eastern Cape Division of the SALGBC may refer any unresolved dispute concerning compliance with any provision of this collective agreement to arbitration by an arbitrator appointed by the SALGBC.
- 11.4 If a party to an arbitration in terms of Section 33A is not a party to the SALGBC, and objects to the appointment of an arbitrator in terms of paragraph 9.3, the Commission, on request by the SALGBC, must appoint an arbitrator.
- 11.5 If an arbitrator is appointed in terms of Section 20.3, above-
- 11.5.1 the SALGBC remains liable for the payment of the arbitrator's fee; and
 - 11.5.2 the arbitration is not conducted under the auspices of the Commission.
- 11.6 An arbitrator conducting an arbitration in terms of Section 33A of the LRA has the powers of a commissioner in terms of section 142 of the LRA, read with the changes required by the context.
- 11.7 Section 138 of the LRA, read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A.
- 11.8 An arbitrator acting in terms of Section 33A may determine any dispute concerning the interpretation or application of a collective agreement.
- 11.9 An arbitrator conducting an arbitration in terms of Section 33A may make an appropriate award, including-
- 11.9.1 ordering any person to pay any amount owing in terms of a collective agreement;
 - 11.9.2 imposing a fine for a failure to comply with a collective agreement;
 - 11.9.3 charging a party an arbitration fee;
 - 11.9.4 ordering a party to pay the costs of the arbitration;


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11.9.5 confirming, varying or setting aside a compliance order issued by the General Secretary, Regional Secretary or his appointed designated agent in accordance with subsection (2);

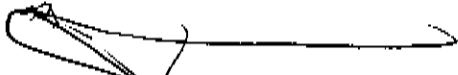
11.9.6 any award contemplated in section 139 (9).

11.10 Interest on any amount that a person 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, 1975 (Act 55 of 1975), unless the arbitration award provides otherwise.

11.11 An arbitration award in an arbitration conducted in terms of Section 33A is final and binding and may be enforced in terms of Section 143 of the Act.

11.12 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 subsection (7), any obligation to pay a fine is suspended pending the outcome of the application.

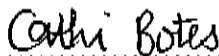
SIGNED BY THE PARTIES AT PORT ELIZABETH on THE 22nd DAY OF JUNE 2011



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SALGA REPRESENTATIVE
(MR CHRIS MAGWANGQANA)



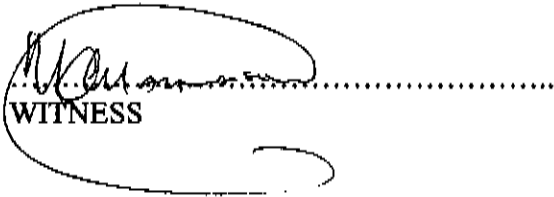
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SAMWU REPRESENTATIVE
(MR SIPHIWO NDUNYANA)



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IMATU REPRESENTATIVE
(MS CATHI BOTES)



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